EAGLE MOUNTAIN
CITY COUNCIL MEETING

JANUARY 6, 2026, 4:00 PM
EAGLE MOUNTAIN CITY COUNCIL CHAMBERS
1650 E STAGECOACH RUN, EAGLE MOUNTAIN, UT 84005

4:00 PM WORK SESSION – CITY COUNCIL CHAMBERS

1. DISCUSSION AND INFORMATION ITEMS
   This is an opportunity to provide information to the City Council. These items are for information only and do not require action by the City Council.

   1.A. DISCUSSION – Transit Fresh Look - UTA
   (*anticipated time 10 minutes)*

   1.B. DISCUSSION – Eagle Mountain Recreation Programs - Jason Hall, Recreation Manager
   (*anticipated time 15 minutes)*

   1.C. DISCUSSION - Potential Replacement Options for the Eagle Mountain Blvd Monument - Zac Hilton, Assistant Public Works Director
   (*anticipated time 15 minutes)*

   1.D. DISCUSSION - Traffic Signal at Pony Express and Pole Canyon from QTS traffic – David Salazar, Assistant City Engineer
   (*anticipated time 10 minutes)*

2. AGENDA REVIEW
   The City Council will review items on the Consent Agenda and Policy Session Agenda.

3. ADJOURN TO A CLOSED SESSION
   The City Council will adjourn into a Closed Session for the purpose of discussion of pending or reasonably imminent litigation; the character, professional competence, or physical or mental health of an individual; the purchase, lease, sale, or exchange of real property; a proposed development agreement, project proposal, or financing proposal related to the development of land owned by the state or a political subdivision; and/or the deployment of security personnel, devices, or systems, pursuant to Section 52-4-205(1) of the Utah Code, Annotated.

7:00 PM POLICY SESSION – CITY COUNCIL CHAMBERS

4. CALL TO ORDER

5. PLEDGE OF ALLEGIANCE

6. INFORMATION ITMES/UPCOMING EVENTS

7. PUBLIC COMMENTS

Time has been set aside for the public to express their ideas, concerns, and comments.
(Please limit your comments to three minutes each.)

8. RECOGNITION

8.A. RECOGNITION – Planning Commission Completed Terms

1. Robert Fox
2. Craig Whiting

9. APPOINTMENTS

9.A. Planning Commission Appointments

1. Jason Allen - Three-year Term, January 2026 through December 2028
2. Brent Strong - Three-year Term, January 2026 through December 2028
3. Bryan Free - One-year Term, January 2026 through December 2026

9.B. Senior Advisory Board

1. Susan Allen - Three-year Term, January 2026 to December 2028
2. Sandy Ring - Three-year Term, January 2026 to December 2028

10. CITY COUNCIL/MAYOR ITEMS

Time has been set aside for the City Council and Mayor to make comments.

CONSENT AGENDA

11. BOND RELEASES

11.A. Sage Canyon Middle School - Into Warranty

11.B. Cleverley Court - Out of Warranty

11.C. Harmony Phase A, Plat 12 - Out of Warranty

12. MINUTES

12.A. December 16, 2025 Minutes - Regular City Council Meeting

13. RESOLUTIONS

13.A. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Land Exchange Agreement with SITLA for the Exchange of Properties in the Overland Area

13.B. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Awarding the Bid for the CMGC 6 MGD MBR Wastewater Expansion with MGC Contractors and Approving the Contract

13.C. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Separation Agreement and General Release

SCHEDULED ITEMS

14. ORDINANCES/PUBLIC HEARINGS

14.A. ORDINANCE / PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 17.60.120 General Fencing/screening provisions

BACKGROUND: *(Presented by Senior Planner, Robert Hobbs)* A proposal to enact an ordinance amending Title 17, Chapter 60 Section 120.P (General Fencing/Screening Requirements. Maintenance Required) by specifying that all fences, walls and retaining structures shall be kept in good repair/condition etc., listing the terms of that standard and requiring that repairs shall be executed in a timely fashion.

15. HIDDEN HOLLOW AMENITY EXCHANGE

15.A. MINOR SITE PLAN - Hidden Hollow Amenity Exchange (Minor) Site Plan Amendment

BACKGROUND: *(Presented by Senior Planner, Robert Hobbs)* A request by Cadence Homes to amend an approved site plan pertaining to the Hidden Hollow clubhouse amenity. Proposed is the substitution of a gym and additional lawn games for a swimming pool. The property under consideration is Parcel D in Hidden Hollow Phase C Plat 5 (County parcel/serial # 68:202:0536) at the southeast corner of the intersection of N. Smooth Way and N. Carlton Way in Eagle Mountain, UT 84005.

16. MOTIONS

16.A. MOTION - Appointment of City Councilmember as Mayor Pro Tempore

17. LEGISLATIVE ITEMS

18.A. UPDATE – Legislative Priorities List

18. CITY COUNCIL/MAYOR'S BUSINESS AND LIAISON REPORTS

This time is set aside for the City Council's and Mayor's comments on City business, and for Councilmembers to report on the boards they are assigned to as liaisons to the City Council.

19. COMMUNICATION ITEMS

20.A. COMMUNICATION ITEM

20. ADJOURNMENT

THE PUBLIC IS INVITED TO PARTICIPATE IN PUBLIC MEETINGS FOR ALL AGENDAS.

In accordance with the Americans with Disabilities Act, Eagle Mountain City will make reasonable accommodations for participation in all Public Meetings and Work Sessions. Please call the City Recorder's Office at least 3 working days prior to the meeting at 801-789-6611. This meeting may be held telephonically to allow a member of the public body to participate. This agenda is subject to change with a minimum 24-hour notice.

The undersigned, duly appointed City Recorder, does hereby certify that the above agenda notice was posted on this 31 day of December, 2025, on the Eagle Mountain City bulletin boards, the Eagle Mountain City website www.eaglemountain.gov, posted to the Utah State public notice website http://www.utah.gov/pmn/index.html.

Lacie Messerly, Interim City Recorder

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **JANUARY 6, 2026**
TITLE:	DISCUSSION - Transit Fresh Look - UTA
ITEM TYPE:	Discussion Item
FISCAL IMPACT:	N/A
APPLICANT:	City-initiated

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
N/A	N/A

PUBLIC HEARING
No

PREPARED BY
Brandon Larsen, Planning Director

PRESENTED BY
Brandon Larsen

RECOMMENDATION:
N/A

BACKGROUND:
Transit Fresh Look is a regional transit planning effort for northwest Utah County and southwest Salt Lake County. The visioning stage of Transit Fresh Look has concluded. The resulting work product is a map of the planning area showing a number of proposed transit lines. One of the lines is proposed to traverse some key areas of the City, including the intersection at Ranches and 73, the Downtown area, and Firefly.

Staff is seeking feedback from the Council on the following: (1) alignments from the map and (2) how they would like staff to support the Transit Fresh Look efforts.

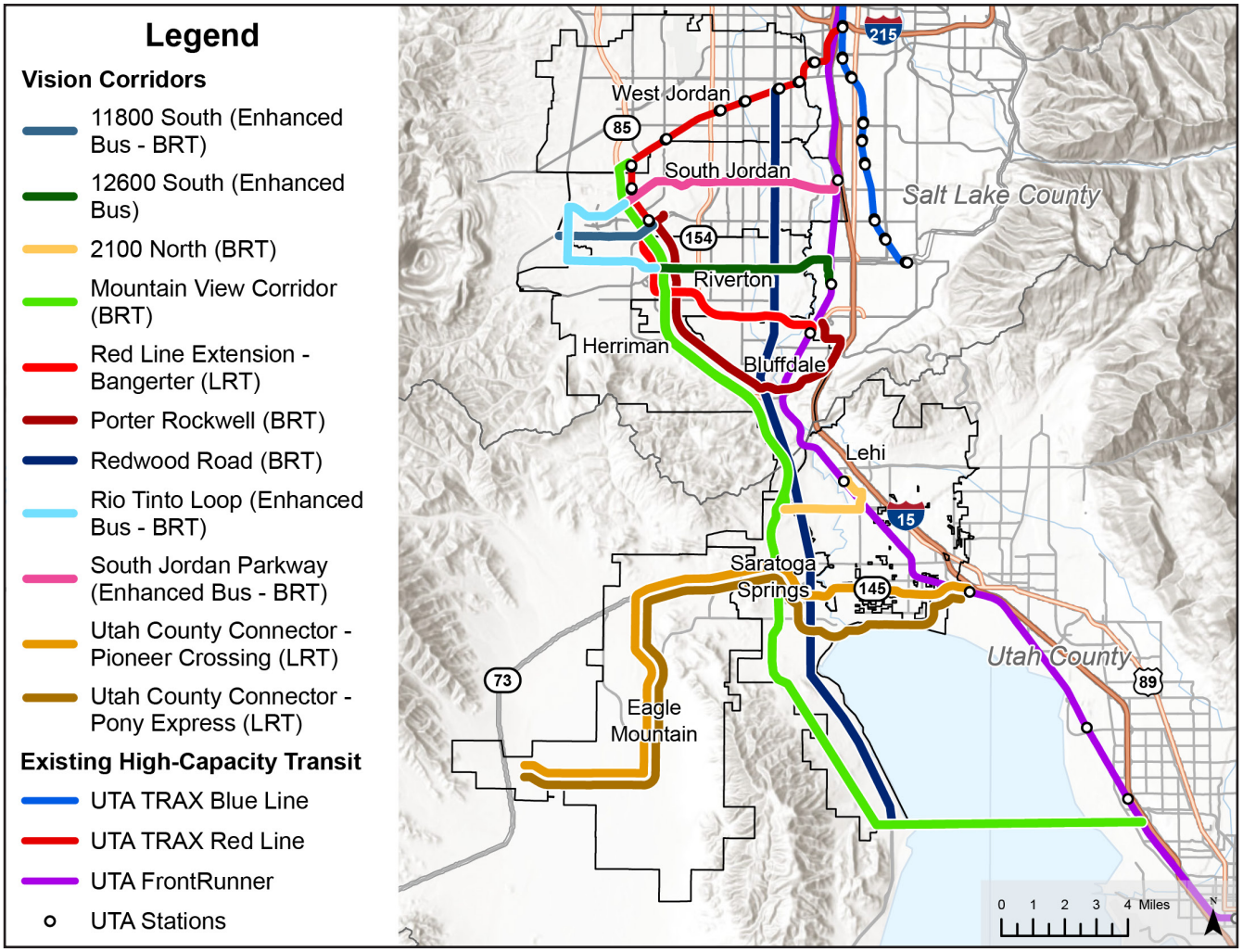
ITEMS FOR CONSIDERATION:
Link to additional information on the Transit Fresh Look study: https://wfrc.utah.gov/studies/fresh-look-transit-study/.

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:
1. Transit Fresh Look Vision (December 2025 Draft)

Transit Fresh Look Vision

December 2025 Draft



This map represents a shared vision for future transit projects. Implementation of the vision, and its component projects, is not certain, and is dependent on subsequent steps, which include:

- Funding: The availability of the necessary capital for construction, and ongoing funding for operations and maintenance.
- Land use: Community development patterns that support transit ridership.
- Analysis: Detailed corridor-level analysis and station area plans, project engineering, completion of all mandatory environmental reviews.
- Phasing: Transit enhancements in a corridor may be implemented in phases, depending on resources and feasibility.

For more information, please visit the Transit Fresh Look Webpage.

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **JANUARY 6, 2026**
TITLE:	DISCUSSION - Eagle Mountain Recreation Programs - Jason Hall, Recreation Manager
ITEM TYPE:	Discussion Item
FISCAL IMPACT:	
APPLICANT:	City-initiated

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE

PUBLIC HEARING
No

PREPARED BY
Steve Mumford, Deputy City Manager

PRESENTED BY
Jason Hall, Steve Mumford

RECOMMENDATION:

BACKGROUND:
Community Services and Recreation staff will be presenting data and information related to our various recreation programs, including those that are offered through 3rd party partners, and will be leading a discussion with the City Council to obtain feedback and direction to guide us into the new budget season and provide vision for the future of recreation in Eagle Mountain.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:
NA

ATTACHMENTS:
1. Presentation

Eagle Mountain City Recreation



Recreation Programs and Operations

Current Level of Service

- **Staffing**
  - 3 Full-Time Staff
  - 15-20 Seasonals
- **Staff Maintain**
  - 6 baseball fields
  - 22 pickleball courts (14 at Cory Wride, 8 at Brandon Park)
  - 2 tennis courts
  - 2 outdoor basketball courts
  - All soccer green space
  - School gyms during programs
- **Work Life Balance**
  - Early Morning Field Prep
  - Evening & Weekend Programs

Recreation Programs Operated by Eagle Mountain City

Planned, staffed, scheduled, supervised, and supported directly by Recreation staff

Youth programs

- Junior Jazz Basketball
- Track and Field
- Cross Country
- Youth Hockey Clinics
- Youth Hockey Fall League
- Youth Pickleball

Adult programs

- Men’s Softball
- Coed Softball
- Adult Pickleball Spring
- Adult Pickleball Fall

Participation in City-Run Youth Programs

Youth programs

Track and Field:

Launched in 2023

Average 60–80 Participants

Cross Country:

Launched in 2023

Average 20–30 Participants

Youth Pickleball:

Launched in 2025

Average 10-20 Participants



Participation in Youth Programs

Youth programs

Youth Hockey Clinics and League:

Launched in 2025

Average 100–130

Junior Jazz Baskeball (K-12):

2008 Season – 517 Participants

2026 Season – 1,600 Participants

Participation in Adult Programs

Adult programs

Adult Pickleball Spring & Fall:

Launched in 2024

Average 40-50 Combined

Men's & Coed Softball:

Launched in 2012 & 2013

Average 15-20 Teams Combined

Discontinued Programs

Adult programs

- Men’s Basketball
- Women’s Basketball
- Coed Volleyball
- Men’s Volleyball
- Women’s Volleyball

Youth Sports Operated by Partner Organizations

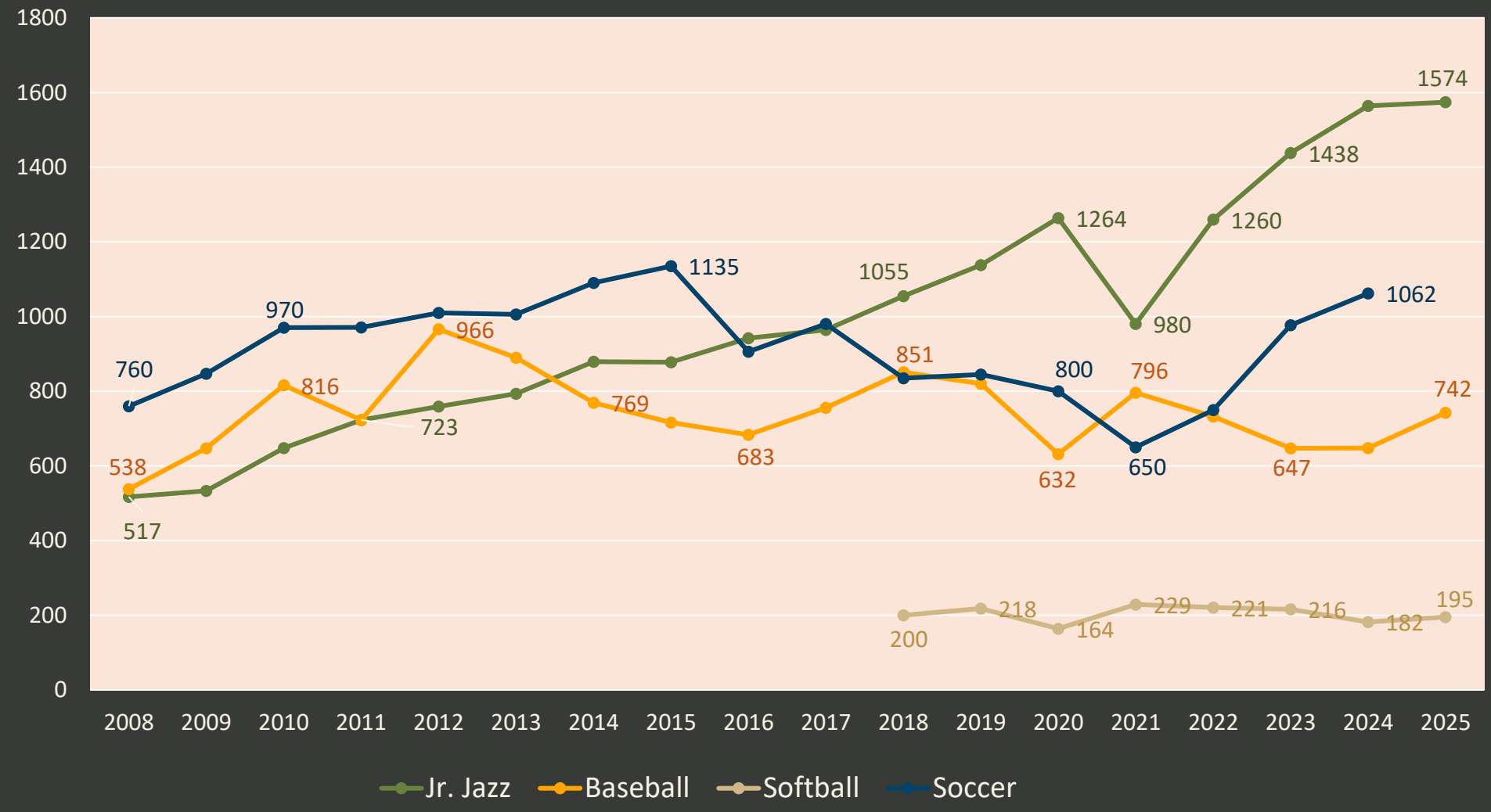
These programs transitioned to partner organizations beginning in 2017.

Recreation staff continues to support field scheduling, coordination, field preparation, and communication.

- Eagle Mountain Youth Soccer
- Eagle Mountain Youth Baseball
- Girls Fastpitch Softball
- Utah Elite Soccer
- Snapology



Participation Growth Over Time



Key Concerns & Considerations

Gym Availability

Field Space (Soccer, Baseball Fields)

Field Quality & Ongoing Maintenance

Staffing Levels & Competing Operational Needs

Scheduling Pressure Across Multiple Programs using the Same Facilities

Very limited recovery time for fields between seasons

Competition vs Recreation

Facility Constraints and Operational Challenges

Gym space challenges

- Limited gym availability citywide
- School gyms are heavily booked and difficult to secure consistent time
- Junior Jazz continues to grow while available gym space remains flat
- Programs often require split locations and staggered schedules

Soccer field use and turf wear

- Soccer fields experience the highest year-round use
- Fields support games, practices, camps, and multi-use activities
- Limited number of high-quality, full-size fields available
- Overlapping seasons reduce recovery time
- Increased wear leads to turf thinning and goal mouth damage

Facility limitations directly impact scheduling, maintenance, and program capacity.

Baseball Field Preparation and Staffing Impact

- **Season overview**
  - One full-time staff member assigned primarily to baseball operations during the season
  - Season runs approximately March through mid-October
  - Work includes field prep, cleanup, bathrooms, trash, and daily upkeep
- **Staff time breakdown**
  - Total staff hours. Approximately 1,200 hours
  - Evening and weekend program support. Approximately 216 hours
  - Remaining time for baseball field prep and daily maintenance. Approximately 980 hours
- **Key takeaway**

  Baseball field operations represent a near full-time workload.

This labor is in addition to program staffing, game supervision, and general park maintenance.

Questions
&
Discussion



	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **JANUARY 6, 2026**
TITLE:	DISCUSSION - Traffic Signal at Pony Express and Pole Canyon from QTS traffic - David Salazar, Assistant City Engineer.
ITEM TYPE:	Discussion Item
FISCAL IMPACT:	$500,000
APPLICANT:	N/A

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
	N/A

PUBLIC HEARING
No

PREPARED BY
David Salazar, Assistant City Engineer

PRESENTED BY
David Salazar

RECOMMENDATION:
Staff recommends that the City Council support this approach, authorize QTS to install temporary traffic signals, and defer consideration of the reimbursement agreement until it is presented at a later date.

BACKGROUND:
Since the start of construction activities associated with the QTS development, staff and QTS have observed increased traffic volumes and congestion at the intersection of Pony Express Parkway and Pole Canyon Boulevard. Congestion is most pronounced during peak travel hours, with particular operational challenges for northbound left turns onto Pony Express Parkway. These movements have become increasingly difficult, especially for large trucks accessing the site.

To address these near-term operational and safety concerns, QTS has requested to install temporary traffic signals at the intersection during the spring. The intent of the temporary signalization is to improve traffic flow, reduce delays, and provide safer turning movements while longer-term improvements are advanced.

In parallel, the City has been working in good faith with QTS to accelerate the permanent construction and widening of the Pony Express Parkway and Pole Canyon Boulevard intersection. Under the proposed approach, QTS would retain a qualified engineering design firm and contractor to design and construct the permanent traffic signal installation at its ultimate location, along with associated lane widening and intersection improvements.

At approximately the 50 percent design milestone, staff anticipates having a more reliable estimate of construction costs. At that time, the City could consider entering into a reimbursement agreement with QTS, under which the City would reimburse up to 50 percent of eligible design and construction costs over a defined period. This phased approach allows the City to support timely improvements while deferring final financial commitments until sufficient cost information is available.

Staff supports this approach and believes it provides a balanced solution to address current congestion, improve safety, and accelerate a planned capital improvement in partnership with QTS. Staff is requesting City Council support to allow QTS to proceed with temporary signal installation and initiation of the permanent design process. A reimbursement agreement would be brought back to City Council for consideration at a later date once additional design and cost information is available.

ITEMS FOR CONSIDERATION:
This intersection improvement is already on the TMP/IFFP during the 10 year window.

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:
None

2565 N PONY EXPRESS PKWY
EAGLE MOUNTAIN, UT 84005
EAGLEMOUNTAINCITY.ORG

ENGINEERING

Thursday, December 11, 2025

City Recorder's Office
Eagle Mountain City
1650 East Stage Coach Run
Eagle Mountain City, UT 84005

SUBJECT: **ASD #440 Middle School into warranty Bond Release**

City Recorder:

The above-mentioned subdivision has completed all the required improvements as of this date. With the approval of the installed infrastructure, we are recommending this subdivision begin the required one-year warranty period. A reduced bond letter has been generated, reducing all bond items which have been completed. A warranty bond for the remaining warranty amount must be issued and maintained until released from the warranty period by the city.

Please contact me should you have any comments, questions, or concerns. Thank you.

Sincerely,

Vince Hogge, P.E.
Engineering Director
Eagle Mountain City

Cc: Gina Olsen, City Recorder

BOND RELEASE REQUEST LETTER
ASD #440 Middle School

Engineering Division
2565 North Pony Express Parkway
Eagle Mountain City, Utah 84005
(801) 789-6671

1st Bond Release	
Original Bond Amount:	$ 6,265,372.48
Previous Release Amount:	$ -
Amount to Release this Period:	$ 5,695,793.16
Amount Remaining in Bond :	$ 569,579.32

Bond Releases Summary	
#1	$ 5,695,793.16
#2	$ -
#3	$ -
#4	$ -
TOTAL	$ 5,695,793.16

12/11/2025

						QUANTITIES COMPLETED			MONIES RELEASED	
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	Previous Period	This Period	% to date	This Period	To Date
1	OFF SITE EARTHWORK/MISC.									
a	Remove asphalt	96750	SF	$1.48	$143,190.00	0	96750	100%	$143,190.00	$143,190.00
b	Cut & fill	1846	CY	$4.91	$9,063.86	0	1846	100%	$9,063.86	$9,063.86
c	Import	33333	CY	$26.48	$882,657.84	0	33333	100%	$882,657.84	$882,657.84
d	Rough grade	222804	SF	$0.10	$22,280.40	0	222804	100%	$22,280.40	$22,280.40
e	Precast/water works material	1	LS	$905,840.57	$905,840.57	0	1	100%	$905,840.57	$905,840.57
f	Import trench backfill material	45968	CY	$24.02	$1,104,151.36	0	45968	100%	$1,104,151.36	$1,104,151.36
g	Pothole	20	EA	$371.71	$7,434.20	0	20	100%	$7,434.20	$7,434.20
h	Striping/signage	1	LS	$24,676.00	$24,676.00	0	1	100%	$24,676.00	$24,676.00
2	OFF SITE ROADWAY IMPROVEMENTS									
a	3 inch Surface Course	1	LS	$487,917.00	$487,917.00	0	1	100%	$487,917.00	$487,917.00
b	Roadways prep.	114215	SF	$2.44	$278,684.60	0	114215	100%	$278,684.60	$278,684.60
c	Sewer trench repairs	83250	SF	$2.44	$203,130.00	0	83250	100%	$203,130.00	$203,130.00
d	Water trench repairs	13500	LF	$2.44	$32,940.00	0	13500	100%	$32,940.00	$32,940.00
e	30" Curb & gutter	3545	LF	$23.28	$82,527.60	0	3545	100%	$82,527.60	$82,527.60
f	Flat work	27245	SF	$6.83	$186,083.35	0	27245	100%	$186,083.35	$186,083.35
g	30" curb & gutter prep.	3545	LF	$7.64	$27,083.80	0	3545	100%	$27,083.80	$27,083.80
h	Flat work prep.	27245	SF	$1.90	$51,765.50	0	27245	100%	$51,765.50	$51,765.50
i	ADA access ramps	23	EA	$1,037.16	$23,854.68	0	23	100%	$23,854.68	$23,854.68
3	OFF SITE CULINARY WATER									
a	8" culinary water c-900	2710	LF	$22.31	$60,460.10	0	2710	100%	$60,460.10	$60,460.10
b	6" culinary water c-900	55	LF	$17.50	$962.50	0	55	100%	$962.50	$962.50
c	2" culinary water	55	LF	$9.37	$515.35	0	55	100%	$515.35	$515.35
d	8" bend	2	EA	$428.73	$857.46	0	2	100%	$857.46	$857.46
e	8" gate valve	5	EA	$638.32	$3,191.60	0	5	100%	$3,191.60	$3,191.60
f	2" meter/vault	1	EA	$1,368.18	$1,368.18	0	1	100%	$1,368.18	$1,368.18
g	Tee	7	EA	$378.54	$2,649.78	0	7	100%	$2,649.78	$2,649.78
h	Fire hydrant	2	EA	$1,398.89	$2,797.78	0	2	100%	$2,797.78	$2,797.78
i	6" gate valve	2	EA	$638.32	$1,276.64	0	2	100%	$1,276.64	$1,276.64
j	Tee	2	EA	$378.54	$757.08	0	2	100%	$757.08	$757.08
k	6" culinary water c-900	2	LF	$53.51	$107.02	0	2	100%	$107.02	$107.02
4	OFF SITE STORM DRAIN									
a	15" RCP storm drain	3375	LF	$65.92	$222,480.00	0	3375	100%	$222,480.00	$222,480.00
b	18" RCP storm drain	85	LF	$77.04	$6,548.40	0	85	100%	$6,548.40	$6,548.40
c	Underground retention rock	910	CY	$58.09	$52,861.90	0	910	100%	$52,861.90	$52,861.90
d	Flared end section	1	EA	$348.57	$348.57	0	1	100%	$348.57	$348.57
e	Combo box	13	EA	$1,383.16	$17,981.08	0	13	100%	$17,981.08	$17,981.08
f	48" manhole w/collar	12	EA	$2,495.83	$29,949.96	0	12	100%	$29,949.96	$29,949.96
5	OFF SITE SEWER									
a	Sewer bore SR_73	250	LF	$799.66	$199,915.00	0	250	100%	$199,915.00	$199,915.00
b	Connect to existing manhole	1	EA	$4,277.24	$4,277.24	0	1	100%	$4,277.24	$4,277.24
c	8" sewer main	5690	LF	$33.19	$188,851.10	0	5690	100%	$188,851.10	$188,851.10
d	12" sewer main	2643	LF	$45.71	$120,811.53	0	2643	100%	$120,811.53	$120,811.53
e	15" sewer main	3837	LF	$49.55	$190,123.35	0	3837	100%	$190,123.35	$190,123.35
f	48" manhole w/collar	15	EA	$2,858.48	$42,877.20	0	15	100%	$42,877.20	$42,877.20
g	60" manhole w/collar	19	EA	$3,712.82	$70,543.58	0	19	100%	$70,543.58	$70,543.58
	TOTAL CONSTRUCTION COST				**$5,695,793.16**					
	10% Bond Coverage				$569,579.32					
									Released this Period	$5,695,793.16
	TOTAL BOND AMOUNT:				**$6,265,372.48**					

Vince Hogge, P.E.
Engineering Director

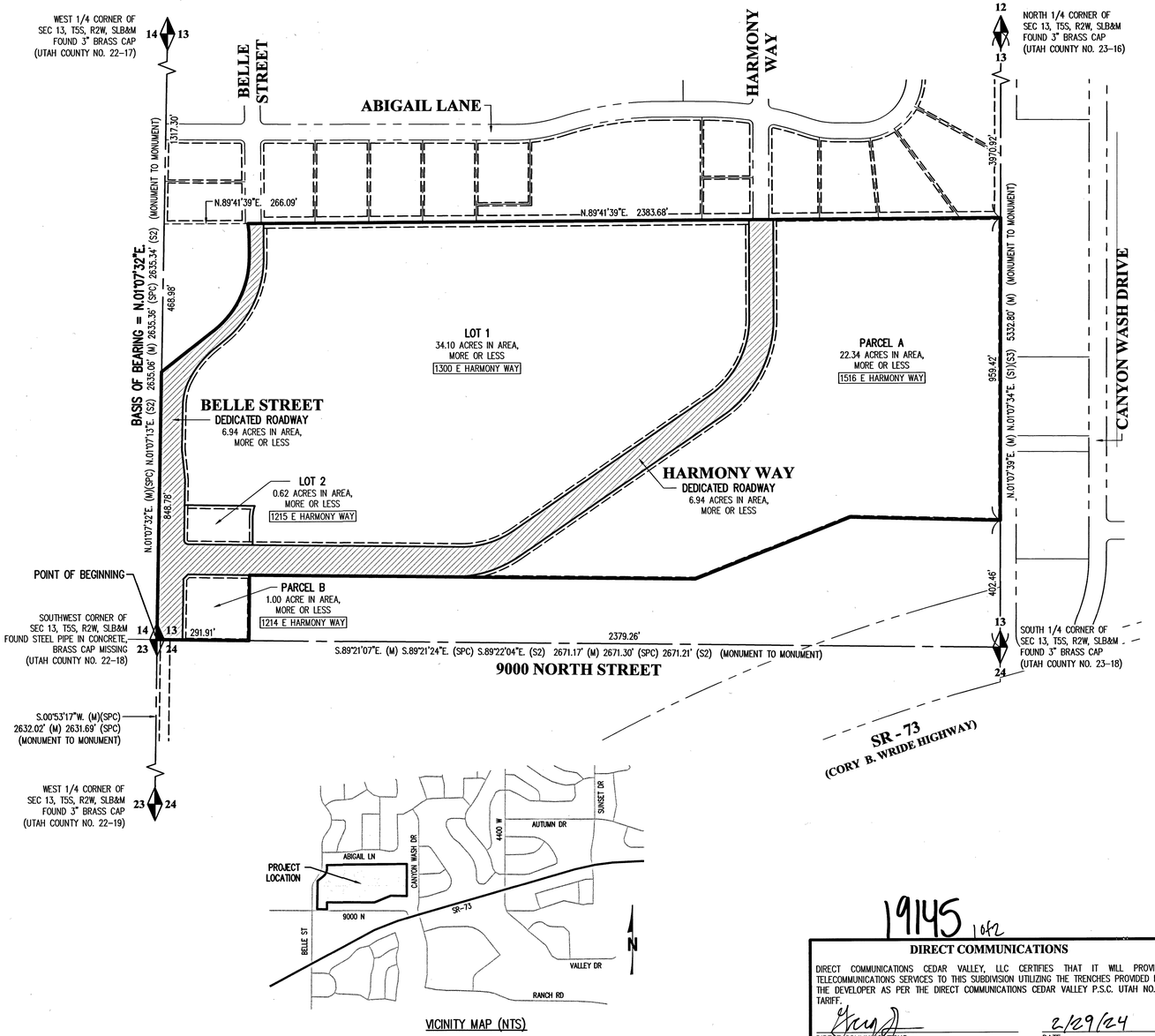
12-11-2025
Date

Robert Ballif
Engineering Tech. II

12/11/25
Date

EAGLE MOUNTAIN MIDDLE SCHOOL SUBDIVISION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13,
TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
EAGLE MOUNTAIN, UTAH COUNTY, STATE OF UTAH



VICINITY MAP (NTS)



0 200 400
SCALE 1"=200'

LEGEND

- SUBDIVISION BOUNDARY
- SUBDIVISION LOT LINE
- ADJOINER LINE
- SECTION LINE
- DEDICATED ROADWAY AREA
- FOUND PROPERTY CORNER AS NOTED
- UNLESS OTHERWISE NOTED, SET 5/8" BY 24" REBAR WITH ORANGE PLASTIC CAP. CAP IS STAMPED "MERIDIAN 801-569-1315"
- FOUND SECTION CORNER

PLAT NOTES:
1. PARCEL A AND PARCEL B WILL OWNED AND MAINTAINED BY ALPINE SCHOOL DISTRICT. PARCEL A AND PARCEL B ARE NOT BUILDING PARCELS.
2. WHERE APPLICABLE, SUBJECT TO THE CLEARVIEW ESTATES MASTER DEVELOPMENT AGREEMENT.

SURVEY NOTES:
1. 5/8" X 24" REBAR WITH AN ORANGE PLASTIC CAP STAMPED "MERIDIAN 801-569-1315" TO BE PLACED AT ALL OTHER LOT CORNERS.

(M) BEARING AND/OR DISTANCE DATA TAKEN FROM FIELD MEASUREMENTS.
(S1) BEARING AND/OR DISTANCE DATA TAKEN FROM ARRIVAL SUBDIVISION PHASE "A" PLAT 1: ENTRY NO. 81331:2014.
(S2) BEARING AND/OR DISTANCE DATA TAKEN FROM ARRIVAL SUBDIVISION PHASE "B" PLAT 1: ENTRY NO. 101295:2017.
(S3) BEARING AND/OR DISTANCE DATA TAKEN FROM CEDAR PASS NORTH PLAT "A": ENTRY NO. 59885:1997.
(SPC) BEARING AND/OR DISTANCE DATA TAKEN FROM STATE PLANE COORDINATE & DEPENDENT RESURVEY OF SECTION 13 OF TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN.

PLAT CALCULATIONS

INFORMATION	ACRES	NOTES
TOTAL ACREAGE	65.00	–
BUILDABLE ACREAGE	–	–
TOTAL ACREAGE IN LOTS	58.48	2 LOTS, 2 PARCELS
TOTAL OPEN SPACE	–	–
TOTAL IMPROVED OPEN SPACE	–	–
AVERAGE LOT SIZE	19.49	–
LARGEST LOT SIZE	34.10	LOT 1
SMALLEST LOT SIZE	0.62	LOT 2
OVERALL DENSITY	–	–
TOTAL # OF LOTS	3	2 LOTS, 2 PARCELS

19145 1 of 2

DIRECT COMMUNICATIONS

DIRECT COMMUNICATIONS CEDAR VALLEY, LLC CERTIFIES THAT IT WILL PROVIDE TELECOMMUNICATIONS SERVICES TO THIS SUBDIVISION UTILIZING THE TRENCHES PROVIDED BY THE DEVELOPER AS PER THE DIRECT COMMUNICATIONS CEDAR VALLEY P.S.C. UTAH NO. 1 TARIFF.

DIRECT COMMUNICATIONS — DATE 2/29/24

COMCAST

[COMCAST ENTITY] APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. [COMCAST ENTITY] DOES NOT WARRANT THE LOCATION OF ANY PUBLIC UTILITY EASEMENTS. THIS APPROVAL DOES NOT MODIFY, AFFECT, OR WAIVE ANY RIGHTS, OBLIGATIONS, OR LIABILITIES PROVIDED BY LAW OR EQUITY OR UNDER ANY EASEMENTS, RIGHTS-OF-WAY, AGREEMENTS, OR LAWS, INCLUDING, WITHOUT LIMITATION, ANY LAWS APPLICABLE TO PRESCRIPTIVE RIGHTS. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL, OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNER'S DEDICATION AND NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OR PROVISION OF TELECOMMUNICATIONS SERVICES OF THE TERMS OF SUCH SERVICES.

APPROVED THIS 29 DAY OF February 2024.

BY _____

TITLE NPM

COMCAST REPRESENTATIVE

DOMINION ENERGY QUESTAR CORPORATION

QUESTAR GAS COMPANY, DBA DOMINION ENERGY UTAH, CORPORATION APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY UTAH MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES INCLUDING PRESCRIPTIVE RIGHTS AND OTHER RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNER'S DEDICATION OR IN THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY UTAH'S RIGHT-OF-WAY DEPARTMENT AT 800-366-8532.

APPROVED THIS 29 DAY OF February 2024.

BY _____

TITLE Pre-construction Rep II

QUESTAR GAS COMPANY DAB DOMINION ENERGY UTAH

ROCKY MOUNTAIN POWER

1. PURSUANT TO UTAH CODE ANN. 54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.

2. PURSUANT TO UTAH CODE ANN. 10-9A-603 ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN HAS UNDER:
   a. A RECORDED EASEMENT OR RIGHT-OF-WAY
   b. THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
   c. TITLE 54, CHAPTER 8A DAMAGE TO UNDERGROUND UTILITY FACILITIES OR
   d. ANY OTHER PROVISION OF LAW

APPROVED THIS 29 DAY OF February 2024.

ROCKY MOUNTAIN POWER

SURVEYOR'S CERTIFICATE

I, MICHAEL W. NADEAU, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, HOLDING CERTIFICATE NUMBER 4938744, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS SUBDIVISION PLAT IN ACCORDANCE WITH SECTION 17-23-17, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, A PARCEL AND STREETS, TOGETHER WITH EASEMENTS HEREAFTER TO BE KNOWN AS: "EAGLE MOUNTAIN MIDDLE SCHOOL SUBDIVISION" AND THAT THE SAME HAS BEEN CORRECTLY MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT.

PROFESSIONAL LAND SURVEYOR — MICHAEL W. NADEAU — PLS # 4938744 — 3/21/24 — STATE OF UTAH

MICHAEL W. NADEAU
PLS NO. 4938744
DATE OF PLAT: FEBRUARY 27, 2024

BOUNDARY DESCRIPTION

A TRACT OF LAND AS DESCRIBED IN WARRANTY DEED IN FAVOR OF ALPINE SCHOOL DISTRICT RECORDED AS ENTRY NO. 81444:2019 IN THE OFFICE OF THE UTAH COUNTY RECORDER, SITUATE IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, UTAH COUNTY, UTAH. THE BOUNDARIES OF SAID TRACT OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 13 (BASIS OF BEARING IS N.01°07'32"E. ALONG THE SECTION LINE BETWEEN THE FOUND MONUMENT (STEEL PIPE IN CONCRETE) REPRESENTING THE SOUTHWEST CORNER AND THE FOUND MONUMENT (3"BRASS CAP) REPRESENTING THE WEST QUARTER CORNER OF SAID SECTION 13); AND RUNNING THENCE ALONG THE SECTION LINE N.01°07'32"E. 848.78 FEET; THENCE N.51°32'36"E. 195.85 FEET TO THE BEGINNING OF A NON-TANGENT 297.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 285.90 FEET THROUGH A CENTRAL ANGLE OF 55°09'17" (NOTE: CHORD FOR SAID CURVE BEARS N.27°15'43"E. FOR A DISTANCE OF 274.99 FEET); THENCE N.00°18'55"W. 76.41 FEET; THENCE N.07°26'25"W. 27.89 FEET TO A POINT IN THE SOUTHERLY BOUNDARY LINE OF ARRIVAL SUBDIVISION PHASE "B" PLAT 1 RECORDED AS ENTRY NO. 101295:2017 IN THE OFFICE OF THE UTAH COUNTY RECORDER; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE AND ITS EXTENSION N.89°41'39"E. 2383.68 FEET (2383.78 FEET BY RECORD) TO A POINT IN THE CENTER QUARTER LINE, SAID POINT IS ALSO IN THE WESTERLY BOUNDARY LINE OF CEDAR PASS NORTH PLAT "A"RECORDED AS ENTRY NO. 59885:1997 IN THE OFFICE OF THE UTAH COUNTY RECORDER; THENCE ALONG SAID CENTER QUARTER LINE AND WESTERLY BOUNDARY LINE S.00°11'39"W. (S.00°11'34"W. BY RECORD) 959.42 FEET; THENCE N.88°37'01"W. 475.99 FEET (476.11 FEET BY RECORD); THENCE S.68°19'07"W. 527.66 FEET; THENCE N.89°21'39"W. 1412.07 FEET; THENCE S.00°38'21"W. 207.85 FEET (207.83 FEET BY RECORD) TO A POINT IN THE SECTION LINE; THENCE ALONG SAID SECTION LINE N.89°21'07"W. (N.89°21'24"W. BY RECORD) 291.91 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 65.00 ACRES IN AREA, MORE OR LESS.

SURVEYOR'S NARRATIVE

IT IS THE INTENT OF THIS PLAT AND THE SURVEY ON WHICH IT IS BASED TO CORRECTLY REPRESENT THE BOUNDARY LINES AND PROPERTY CORNERS OF THE SUBJECT PARCEL. IT IS ALSO THE INTENT OF THIS PLAT TO SUBDIVIDE THE SUBJECT PROPERTY INTO 2-LOTS, 1-PARCEL AND STREETS. THE BASIS OF BEARINGS FOR THIS SURVEY IS N.01°07'32"E. ALONG THE SECTION LINE BETWEEN THE FOUND MONUMENT (STEEL PIPE IN CONCRETE) REPRESENTING THE SOUTHWEST CORNER AND THE FOUND MONUMENT (3" BRASS CAP) REPRESENTING THE WEST QUARTER CORNER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN. THE FIELD DATA FOR THIS SURVEY WAS COLLECTED IN NOVEMBER OF 2019 AND REVISITED IN JANUARY OF 2023.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED ARE OWNER OF THE ABOVE DESCRIBED TRACT OF LAND, AND HEREBY CAUSE THE SAME TO BE DIVIDED INTO LOTS, A PARCEL AND STREETS TOGETHER WITH EASEMENTS AS SET FORTH TO BE HEREAFTER KNOWN AS

EAGLE MOUNTAIN MIDDLE SCHOOL SUBDIVISION

AND DOES HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC, ALL ROADS AND OTHER AREAS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEYS TO EAGLE MOUNTAIN CITY AND TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY LINES AND FACILITIES. THE UNDERSIGNED OWNER ALSO HEREBY CONVEYS ANY OTHER EASEMENTS AS SHOWN AND/OR NOTED ON THIS PLAT TO THE PARTIES INDICATED AND FOR THE PURPOSES SHOWN HEREON.

DATED THIS 4 DAY OF March A.D. 2024. OWNER: ALPINE SCHOOL DISTRICT

BY: Jason Sundberg Jason Sundberg

ITS: Business Administrator

ENT 16626:2024 MAP# 19145
ANDREA ALLEN
UTAH COUNTY RECORDER
2024 Mar 15 12:27 PM FEE 108.00 BY MG
RECORDED FOR EAGLE MOUNTAIN CITY

ACKNOWLEDGMENT
(ALPINE SCHOOL DISTRICT)

STATE OF UTAH } S.S.
COUNTY OF UTAH }

ON THIS 4 DAY OF March, 2024, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF UTAH, Jason Sundberg, WHO, BEING BY ME DULY SWORN, DID SAY THAT HE/SHE IS THE Business Administrator OF Alpine School District, AND THAT THE FOREGOING OWNER'S DEDICATION WAS SIGNED FOR, AND IN BEHALF OF, SAID BOARD OF EDUCATION, AND HE/SHE ACKNOWLEDGED TO ME THAT SAID UNIVERSITY EXECUTED THE SAME.

NOTARY PUBLIC NAME Karen Carter
COMMISSION NUMBER 732881
MY COMMISSION EXPIRES 8.28.27
A NOTARY PUBLIC COMMISSIONED IN UTAH

NOTARY PUBLIC

KAREN CARTER
NOTARY PUBLIC-STATE OF UTAH
My Commission Expires August 28, 2027
COMMISSION NUMBER 732881

APPROVAL BY LEGISLATIVE BODY

THE CITY COUNCIL OF THE CITY OF EAGLE MOUNTAIN, COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON, AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR THE PUBLIC PURPOSE OF THE PERPETUAL USE OF THE PUBLIC.

THIS 4 DAY OF March A.D. 2024.

CITY MAYOR

CITY ATTORNEY

CITY ENGINEER

ATTEST: CITY RECORDER

RECORDED OWNER:

ALPINE SCHOOL DISTRICT
575 NORTH 100 EAST,
AMERICAN FORK, UTAH 84003

PREPARED BY:

MERIDIAN ENGINEERING, INC.
1628 WEST 11010 SOUTH, SUITE 102
SOUTH JORDAN, UTAH 84095
PHONE (801) 569-1315 FAX (801) 569-1319

SURVEYOR'S SEAL — LAND SURVEYOR — MICHAEL W. NADEAU — PLS # 4938744 — 2/27/24 — STATE OF UTAH

CITY ENGINEER'S SEAL — PROFESSIONAL ENGINEER — No. 286052 — CHRISTOPHER TODD TRUSTY — 7-31-24 — STATE OF UTAH

CLERK-RECORDER SEAL — EAGLE MOUNTAIN — 19 96 — CORPORATE SEAL

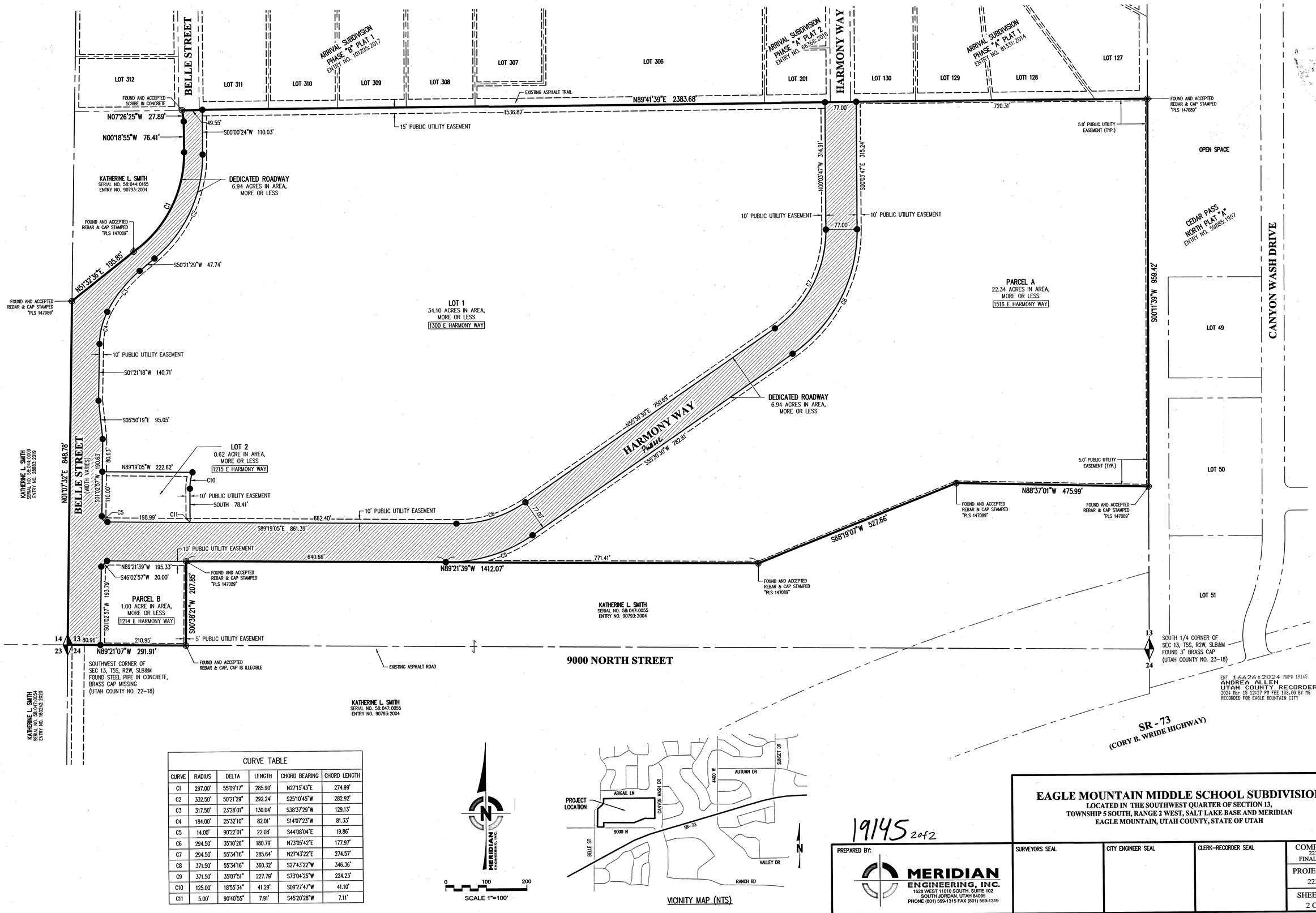
COMP. FILE	22353 FINAL PLAT
PROJECT NO.	22353
SHEET NO.	1 OF 2

EAGLE MOUNTAIN MIDDLE SCHOOL SUBDIVISION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13,
TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
EAGLE MOUNTAIN, UTAH COUNTY, STATE OF UTAH

U:\Projects\22353\22353-HAL-1500-Eagle Mountain Middle School\22353_final plat.dwg Feb 27, 2024 - 2:38pm

Sec.13, T5S, R2W, SLB&M TU-038 US



CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	297.00'	55°09'17"	285.90'	N27°15'43"E	274.99'
C2	332.50'	50°21'29"	292.24'	S25°10'45"W	282.92'
C3	317.50'	23°28'01"	130.04'	S38°37'29"W	129.13'
C4	184.00'	25°32'10"	82.01'	S14°07'23"W	81.33'
C5	14.00'	90°22'01"	22.08'	S44°08'04"E	19.86'
C6	294.50'	35°10'26"	180.79'	N73°05'42"E	177.97'
C7	294.50'	55°34'16"	285.64'	N27°43'22"E	274.57'
C8	371.50'	55°34'16"	360.32'	S27°43'22"W	346.36'
C9	371.50'	35°07'51"	227.79'	S73°04'25"W	224.23'
C10	125.00'	18°55'34"	41.29'	S09°27'47"W	41.10'
C11	5.00'	90°40'55"	7.91'	S45°20'28"W	7.11'

VICINITY MAP (NTS)

ENT 16626:2024 MAP# 19145
ANDREA ALLEN
UTAH COUNTY RECORDER
2024 Mar 15 12:27 PM FEE 108.00 BY MG
RECORDED FOR EAGLE MOUNTAIN CITY

EAGLE MOUNTAIN MIDDLE SCHOOL SUBDIVISION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13,
TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
EAGLE MOUNTAIN, UTAH COUNTY, STATE OF UTAH

19145 2of2

PREPARED BY:

MERIDIAN ENGINEERING, INC.
1628 WEST 11010 SOUTH, SUITE 102
SOUTH JORDAN, UTAH 84095
PHONE (801) 569-1315 FAX (801) 569-1319

SURVEYORS SEAL	CITY ENGINEER SEAL	CLERK-RECORDER SEAL	COMP. FILE 22353 FINAL PLAT
			PROJECT NO. 22353
			SHEET NO. 2 OF 2

U:\Projects\22022\22353-MLL-HOD\Eagle Mountain Middle School\22353Dwg\22353_Final Plat.dwg Feb 27, 2024 - 2:39pm

2565 N PONY EXPRESS PKWY
EAGLE MOUNTAIN, UT 84005
EAGLEMOUNTAINCITY.ORG

ENGINEERING

Wednesday, December 10, 2025

City Recorder's Office
Eagle Mountain City
1650 East Stage Coach Run
Eagle Mountain City, UT 84005

SUBJECT: **Cleverly Court out of warranty Bond Release**

City Recorder:

The above-mentioned subdivision has completed the required one-year maintenance period as required in their development agreement. After performing a walkthrough of this subdivision, I would recommend that the city accepts the subdivision as complete and releases all bonds placed by the developer and held by the city for this development.

Please contact me should you have any comments, questions, or concerns. Thank you.

Sincerely,

Vince Hogge, P.E.
Engineering Director
Eagle Mountain City

Cc: Gina Olsen, City Recorder

BOND RELEASE REQUEST LETTER
Cleverley Court

Engineering Division
2565 North Pony Express Parkway
Eagle Mountain City, Utah 84043
(801) 789-6671

2nd Bond Release		
Original Bond Amount:	$	138,290.13
Previous Release Amount:	$	125,328.30
Amount to Release this Period:	$	390.00
Amount Remaining in Bond :	$	12,571.83

Bond Releases Summary		
#1	$	125,328.30
#2	$	390.00
#3	$	-
#4	$	-
TOTAL	$	125,718.30

11/6/2024

						QUANTITIES COMPLETED			MONIES RELEASED	
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	Previous Period	This Period	% to date	This Period	To Date
1	**MOBILIZATION/MISC.**									
a	Mobilization	1	LS	$4,500.00	$4,500.00	1	0	100%	$0.00	$4,500.00
b	Clear & Grub	14400	SF	$0.22	$3,168.00	14,400	0	100%	$0.00	$3,168.00
c	Compaction testing	1	LS	$4,500.00	$4,500.00	1	0	100%	$0.00	$4,500.00
2	**ROAD & CONCRETE**									
a	3" asphalt	3360	SF	$2.85	$9,576.00	3,360	0	100%	$0.00	$9,576.00
b	6" road base	3360	SF	$1.83	$6,148.80	3,360	0	100%	$0.00	$6,148.80
c	9" subbase	5720	SF	$1.88	$10,753.60	5,720	0	100%	$0.00	$10,753.60
d	30" curb & gutter	220	LF	$27.25	$5,995.00	220	0	100%	$0.00	$5,995.00
e	30" curb & gutter prep.	1	LS	$2,650.00	$2,650.00	1	0	100%	$0.00	$2,650.00
f	5' sidewalk	1100	SF	$5.85	$6,435.00	1,100	0	100%	$0.00	$6,435.00
g	6" base under sidewalk	1430	SF	$2.33	$3,331.90	1,430	0	100%	$0.00	$3,331.90
h	Cut asphalt prep.	1	LS	$2,250.00	$2,250.00	1	0	100%	$0.00	$2,250.00
i	Grading subgrade	5720	SF	$0.24	$1,372.80	5,720	0	100%	$0.00	$1,372.80
3	**CULINARY WATER**									
a	8" Water Main C-900	110	LF	$67.20	$7,392.00	110	0	100%	$0.00	$7,392.00
b	8" gate valve	1	EA	$3,175.00	$3,175.00	1	0	100%	$0.00	$3,175.00
c	Sand bedding	155	TON	$24.00	$3,720.00	155	0	100%	$0.00	$3,720.00
d	1" service	1	EA	$1,833.00	$1,833.00	1	0	100%	$0.00	$1,833.00
e	Connection	1	EA	$2,650.00	$2,650.00	1	0	100%	$0.00	$2,650.00
f	Blow off	1	EA	$2,675.00	$2,675.00	1	0	100%	$0.00	$2,675.00
g	Testing	1	LS	$220.00	$220.00	1	0	100%	$0.00	$220.00
h	Collars	1	EA	$655.00	$655.00	1	0	100%	$0.00	$655.00
i	Import fill	255	TON	$19.65	$5,010.75	255	0	100%	$0.00	$5,010.75
j	Spoils onto lots	222	CY	$4.00	$888.00	222	0	100%	$0.00	$888.00
4	**SEWER IMPROVEMENTS**									
a	8" sewer main	120	LF	$65.00	$7,800.00	114	6	100%	$390.00	$7,800.00
b	4" sewer laterals	1	EA	$1,865.00	$1,865.00	1	0	100%	$0.00	$1,865.00
c	48" Manholes	1	EA	$6,500.00	$6,500.00	1	0	100%	$0.00	$6,500.00
d	Import fill	333	TON	$19.65	$6,543.45	333	0	100%	$0.00	$6,543.45
e	Testing	1	LS	$1,200.00	$1,200.00	1	0	100%	$0.00	$1,200.00
f	Vacuum text	2	EA	$375.00	$750.00	2	0	100%	$0.00	$750.00
g	Collars	2	EA	$655.00	$1,310.00	2	0	100%	$0.00	$1,310.00
h	Stub & cap main	1	EA	$1,100.00	$1,100.00	1	0	100%	$0.00	$1,100.00
i	3/4" pipe bedding	225	TON	$26.00	$5,850.00	225	0	100%	$0.00	$5,850.00
j	Spoils onto lots	425	CY	$4.00	$1,700.00	425	0	100%	$0.00	$1,700.00
k	Connect to existing	1	EA	$2,200.00	$2,200.00	1	0	100%	$0.00	$2,200.00
	TOTAL CONSTRUCTION COST				**$125,718.30**					
	10% Bond Coverage				$12,571.83					
	TOTAL BOND AMOUNT:				**$138,290.13**					

Released this Period	$390.00

APPROVED BY EAGLE MOUNTAIN:

Vince Hogge

Vince Hogge, P.E.
Engineering Director

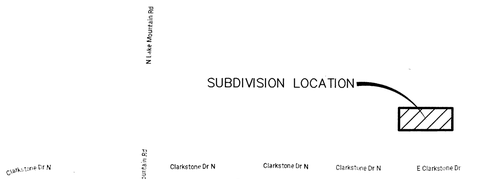
11-7-2024
Date

Robert Ballif

Robert Ballif
Engineering Tech. II

11/6/2024
Date

PLAT "A"
CLEVERLEY COURT
SUBDIVISION



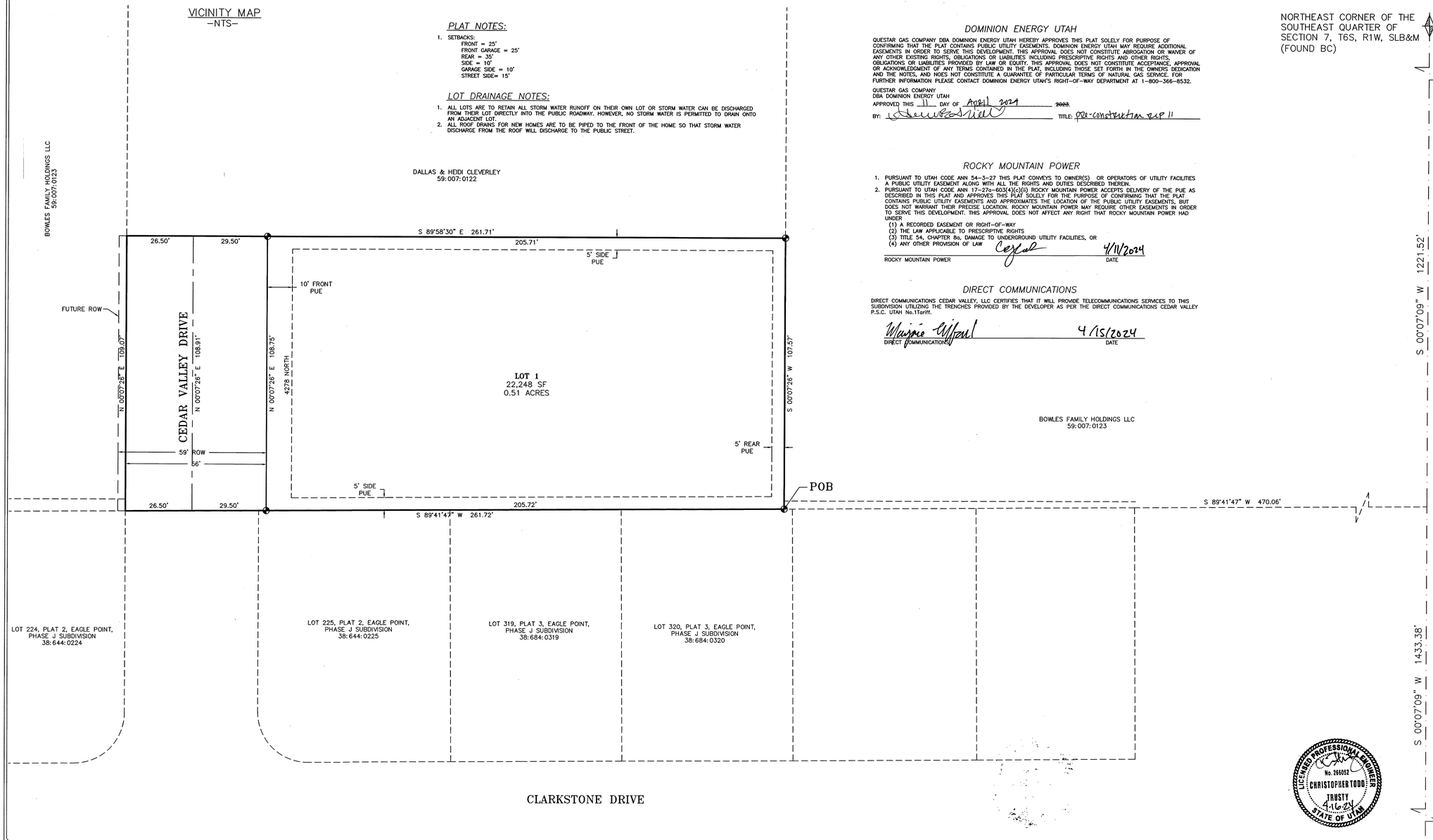
VICINITY MAP
-NTS-

PLAT NOTES:

1. SETBACKS:
   FRONT = 25'
   FRONT GARAGE = 25'
   REAR = 35'
   SIDE = 10'
   GARAGE SIDE = 10'
   STREET SIDE= 15'

LOT DRAINAGE NOTES:

1. ALL LOTS ARE TO RETAIN ALL STORM WATER RUNOFF ON THEIR OWN LOT OR STORM WATER CAN BE DISCHARGED FROM THEIR LOT DIRECTLY INTO THE PUBLIC ROADWAY. HOWEVER, NO STORM WATER IS PERMITTED TO DRAIN ONTO AN ADJACENT LOT.
2. ALL ROOF DRAINS FOR NEW HOMES ARE TO BE PIPED TO THE FRONT OF THE HOME SO THAT STORM WATER DISCHARGE FROM THE ROOF WILL DISCHARGE TO THE PUBLIC STREET.



PLAT CALCULATIONS:

TOTAL ACREAGE:	0.78 ACRES
BUILDABLE ACREAGE:	0.78 ACRES
TOTAL ACREAGE IN LOTS:	0.51 ACRES
RIGHT-OF-WAY AREA:	0.27 ACRES
TOTAL # OF LOTS:	1 LOT

LEGEND

- = SET 5/8" REBAR WITH CAP
- = SECTION CORNER
- = LAND OWNER DEED DESCRIPTION LINE
- = SECTION LINE
- = EASEMENT
- = STREET CENTERLINE
- = DESCRIBED BOUNDARY
- XXX EAST = LOT ADDRESS

N

0' 20' 40' 60'

SCALE
1"=20'

DOMINION ENERGY UTAH

QUESTAR GAS COMPANY DBA DOMINION ENERGY UTAH HEREBY APPROVES THIS PLAT SOLELY FOR PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY UTAH MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES INCLUDING PRESCRIPTIVE RIGHTS AND OTHER RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES, AND NOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY UTAH'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.

QUESTAR GAS COMPANY
DBA DOMINION ENERGY UTAH
APPROVED THIS 11 DAY OF April 2024 ~~2023~~
BY: _____ TITLE: pre-construction rep II

ROCKY MOUNTAIN POWER

1. PURSUANT TO UTAH CODE ANN 54-3-27 THIS PLAT CONVEYS TO OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.
2. PURSUANT TO UTAH CODE ANN 17-27a-603(4)(c)(ii) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAD UNDER
   (1) A RECORDED EASEMENT OR RIGHT-OF-WAY
   (2) THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
   (3) TITLE 54, CHAPTER 8a, DAMAGE TO UNDERGROUND UTILITY FACILITIES, OR
   (4) ANY OTHER PROVISION OF LAW

ROCKY MOUNTAIN POWER — DATE 4/11/2024

DIRECT COMMUNICATIONS

DIRECT COMMUNICATIONS CEDAR VALLEY, LLC CERTIFIES THAT IT WILL PROVIDE TELECOMMUNICATIONS SERVICES TO THIS SUBDIVISION UTILIZING THE TRENCHES PROVIDED BY THE DEVELOPER AS PER THE DIRECT COMMUNICATIONS CEDAR VALLEY P.S.C. UTAH No.1Tariff.

DIRECT COMMUNICATIONS — DATE 4/15/2024

CERTIFICATION

I Daryl N. Penrod, do hereby certify that I am a registered land surveyor, and that I hold a license in accordance with Title 58, chapter 22, professional Engineers and Land Surveyors Licensing Act, Utah Code Annotated, 1953 as amended, certificate no. 5331527. I further certify that by the authority of the owners, I have made a survey of the tract of land shown on this plat and described below, have subdivided said tract of land into lots, and easements, have completed a survey of the property described on this plat in accordance with Section 17-23-17, Utah code Annotated, 1953 as amended, have verified all measurements, and have placed monuments as represented on the plat.

DARYL N. PENROD — DATE 4-2-2024

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH LIES S00°07'09"W 1221.52 FEET ALONG THE SECTION LINE AND S89°41'47"W 470.06 FEET FROM THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; AND RUNNING THENCE ALONG THE NORTH LINES OF PLATS 2 & 3, PHASE "J" OF THE EAGLE POINT SUBDIVISION S89°41'47"W 261.72 FEET TO THE NORTHEAST CORNER OF LOT 224 OF SAID PLAT 2, SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY OF CEDAR VALLEY DRIVE; THENCE N00°07'26"E 109.07 FEET; THENCE S89°58'30"E 261.71 FEET; THENCE S00°07'26"W 107.57 FEET TO THE POINT OF BEGINNING. CONTAINING 0.78 ACRES OF LAND.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL THE PROPERTY DESCRIBED IN THE SURVEYORS CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE DIVIDED INTO LOTS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC. THE PUBLIC UTILITY EASEMENTS TO ALL UTILITY PROVIDERS, PUBLIC OR PRIVATE, TO ALL LOT OWNERS, AND THEIR SUCCESSORS AND ASSIGNS IN PERPETUITY.

Landowners signatures

DALLAS CLEVERLEY

HEIDI CLEVERLEY — June 17, 2024

ACKNOWLEDGMENT

STATE OF Utah } s.s.
COUNTY OF Utah }

ON THE 17 DAY OF June A.D. 2024, PERSONALLY APPEARED BEFORE ME, DALLAS CLEVERLEY AND HEIDI CLEVERLEY, THE SIGNERS OF THE FOREGOING CERTIFICATE WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.

MY COMMISSION EXPIRES 06-10-2026 — NOTARY PUBLIC

725202 — COMMISSION NUMBER

Loreen N. Johnson — PRINTED FULL NAME OF NOTARY

LOREEN N JOHNSON
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 725202
COMM. EXP. 06-10-2026

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION PLAT AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC
THIS 10 DAY OF May AD 2024.

APPROVED BY MAYOR — APPROVED BY CITY ATTORNEY

APPROVED BY ENGINEER (SEE SEAL BELOW) — ATTEST BY CITY RECORDER (SEE SEAL BELOW)

PLAT "A"
CLEVERLEY COURT
SUBDIVISION

SECTION 7, TOWNSHIP 6 SOUTH, RANGE 1 WEST, S.L.B. & M.
EAGLE MOUNTAIN CITY, UTAH COUNTY, STATE OF UTAH
SCALE 1"= 20 FEET

SURVEYOR	CLERK	COUNTY RECORDER
PROFESSIONAL LAND SURVEYOR 4-2-24 DARYL N. PENROD No. 5331527	EAGLE MOUNTAIN CORPORATE SEAL	ENT 48940:2024 MAP# 19317 ANDREA ALLEN UTAH COUNTY RECORDER 2024 Jul 23 11:11 AM FEE 52.00 BY KR RECORDED FOR EAGLE MOUNTAIN CITY

LICENSED PROFESSIONAL ENGINEER No. 266052 CHRISTOPHER TODD TRUSTY 4.16.24 STATE OF UTAH

LUDLOW ENGINEERS & ASSOCIATES
1451 SOUTH MAIN NEPHI, UTAH 84648
VOICE (435) 623-0897 FAX: (435) 623-2381 LE 4241

Sec. 7, T6S, R1W, SLB&M TU038 7L

2565 N PONY EXPRESS PKWY
EAGLE MOUNTAIN, UT 84005
EAGLEMOUNTAINCITY.ORG

ENGINEERING

Monday, December 15, 2025

City Recorder's Office
Eagle Mountain City
1650 East Stage Coach Run
Eagle Mountain City, UT 84005

SUBJECT: **Harmony phase 'A' plat 12 out of warranty Bond Release**

City Recorder:

The above-mentioned subdivision has completed the required one-year maintenance period as required in their development agreement. After performing a walkthrough of this subdivision, I would recommend that the city accepts the subdivision as complete and releases all bonds placed by the developer and held by the city for this development.

Please contact me should you have any comments, questions, or concerns. Thank you.

Sincerely,

Vince Hogge, P.E.
Engineering Director
Eagle Mountain City

Cc: Gina Olsen, City Recorder

2565 N PONY EXPRESS PKWY
EAGLE MOUNTAIN, UT 84005
EAGLEMOUNTAINCITY.ORG

ENGINEERING

Tuesday, October 29, 2024

City Recorder's Office
Eagle Mountain City
1650 East Stagecoach Run
Eagle Mountain, Utah 84005

Subject: **Harmony phase "A" plat 12** Bond Letter Requirements-revised-reduced

City Recorder:
I have reviewed the improvement requirements for **Harmony phase "A" plat 12** Subdivision and recommend the following bonding amount for this concept.

ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDUCED QUANTITY	UNIT	UNIT COST	TOTAL
1	**SITE PREP.**					
a	SWPPP	1	0.1	LS	$3,000.00	$300.00
2	**ROADWAY IMPROVEMENTS**					
a	3" Asphalt Roadway	50620	5062	SF	$2.05	$10,377.10
b	6" road base	62458	6245.8	SF	$0.85	$5,308.93
c	9" subbase	62485	6245.8	SF	$1.12	$6,995.30
d	4" sidewalk w/base	13312	13312	SF	$6.70	$89,190.40
e	ADA ramps & placards	6	0.6	EA	$1,725.00	$1,035.00
f	30" Curb & Gutter modified	3375	337.5	LF	$26.55	$8,960.63
g	Street Signs	3	0.3	EA	$200.00	$60.00
h	Stop signs	3	0.3	EA	$200.00	$60.00
3	**CULINARY WATER**					
a	8" C-900 water line	1800	180	LF	$71.25	$12,825.00
b	8" gate valve	9	0.9	EA	$2,400.00	$2,160.00
c	1" service	47	4.7	EA	$1,985.00	$9,329.50
d	Fire Hydrant	4	0.4	EA	$7,600.00	$3,040.00
e	Stub & plug 8"	2	0.2	EA	$1,000.00	$200.00
f	Stub & plug 8" temp blow off 2"	2	0.2	EA	$1,000.00	$200.00
g	Connect to existing	3	0.3	EA	$3,695.00	$1,108.50
4	**SEWER**					
a	8" sewer main	1285	128.5	LF	$48.00	$6,168.00
b	60" Sewer manholes	4	0.4	EA	$5,770.00	$2,308.00
c	4" Sewer services	38	3.8	EA	$1,550.00	$5,890.00
d	Connect to existing	1	0.1	EA	$1,400.00	$140.00
5	**STORM DRAIN**					
a	Retention pond	43061	4306.1	CF	$0.25	$1,076.53
b	24" storm drainpipe	144	14.4	LF	$97.00	$1,396.80
c	18" storm drainpipe	804	80.4	LF	$70.00	$5,628.00
d	15" storm drainpipe	244	24.4	LF	$58.00	$1,415.20
e	3'x6' combo box	2	0.2	EA	$5,150.00	$1,030.00
f	60" Storm drain manhole w/collars	3	0.3	EA	$4,700.00	$1,410.00
g	2x3 catch basin	4	0.4	EA	$2,575.00	$1,030.00

h	Flared end section 24"	1	0.1	EA	$775.00	$77.50
i	Connect to existing 15"	1	0.1	EA	$1,285.00	$128.50
j	Connect to existing 18"	1	0.1	EA	$1,285.00	$128.50
	TOTAL CONSTRUCTION COST					**$178,977.38**
	Original 10% Bond Coverage					$98,709.04
	TOTAL BOND AMOUNT:					**$277,686.42**

A total of 110 percent of the total construction cost shall be guaranteed in the form of a performance bond totaling **$277,686.42**; the above estimate is for determining the required bond amount only. The developer is fully responsible for complying with the Eagle Mountain City Construction Standards and Ordinances.

Please call me if you have any questions.
Sincerely,

Vince Hogge, P.E.
Engineering Director
Eagle Mountain City

Cc: Fionnuala Kofoed, Eagle Mountain City Recorder

2565 N PONY EXPRESS PKWY
EAGLE MOUNTAIN, UT 84005
EAGLEMOUNTAINCITY.ORG

ENGINEERING

DATE: Monday, December 15, 2025
TO: Brandon Rindlisbacher
FROM: Robert Ballif Engineering Tech. II
SUBJECT: Harmony phase "A" plat 12 walk through-Updated

A walk-thru was performed on the above subdivision. The following were present.

Robert Ballif – EM Engineering Tech. II

After performing a walk-through, we have the following comments:

General Notes:

1. ~~Exit sewer video.~~

Browning St.:

1. ~~Remove and replace any marked concrete.~~

Caitlyn St.:

1. ~~Remove and replace any marked concrete.~~
2. ~~Remove land bridges and check for broken concrete.~~

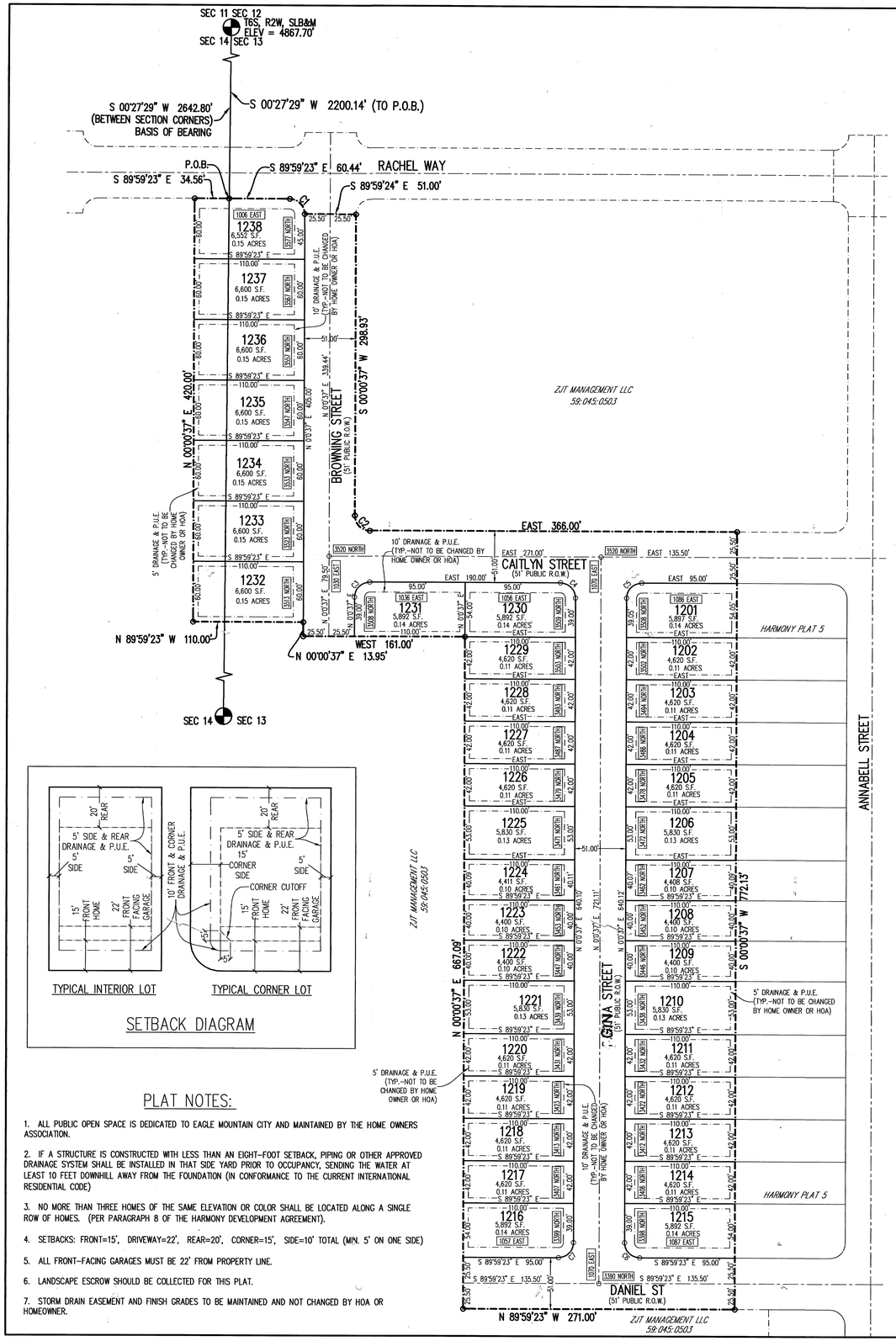
Gina St.:

1. ~~Remove and replace any marked concrete.~~
2. ~~House #3453 crack seal storm drain fix patch.~~
3. ~~House #3399 remove the concrete spill on the sidewalk.~~

Daniel St.:

1. ~~Remove and replace any marked concrete.~~
2. ~~Remove land bridges and check for broken concrete.~~

Please provide us with your schedule to correct the above-listed items. Once the punch list items have been verified for completion, the subdivision can be presented to the city for exiting warranty.



PLAT NOTES:

1. ALL PUBLIC OPEN SPACE IS DEDICATED TO EAGLE MOUNTAIN CITY AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.

2. IF A STRUCTURE IS CONSTRUCTED WITH LESS THAN AN EIGHT-FOOT SETBACK, PIPING OR OTHER APPROVED DRAINAGE SYSTEM SHALL BE INSTALLED IN THAT SIDE YARD PRIOR TO OCCUPANCY, SENDING THE WATER AT LEAST TO FEET DOWNHILL AWAY FROM THE FOUNDATION (IN CONFORMANCE TO THE CURRENT INTERNATIONAL RESIDENTIAL CODE)

3. NO MORE THAN THREE HOMES OF THE SAME ELEVATION OR COLOR SHALL BE LOCATED ALONG A SINGLE ROW OF HOMES. (PER PARAGRAPH 8 OF THE HARMONY DEVELOPMENT AGREEMENT).

4. SETBACKS: FRONT=15', DRIVEWAY=22', REAR=20', CORNER=15', SIDE=10' TOTAL (MIN. 5' ON ONE SIDE)

5. ALL FRONT-FACING GARAGES MUST BE 22' FROM PROPERTY LINE.

6. LANDSCAPE ESCROW SHOULD BE COLLECTED FOR THIS PLAT.

7. STORM DRAIN EASEMENT AND FINISH GRADES TO BE MAINTAINED AND NOT CHANGED BY HOA OR HOMEOWNER.

FIRE NOTE:

FOUR (4) FIRE HYDRANTS MEET IFC REQUIREMENTS.
NO COMBUSTIBLE CONSTRUCTION UNTIL FIRE HYDRANTS ARE IN PLACE.

PHASE A – PLAT 12 CALCULATIONS

TOTAL ACREAGE:	6.62 ACRES
BUILDABLE ACREAGE:	6.62 ACRES
TOTAL ACREAGE IN LOTS:	4.57 ACRES
PUBLIC RIGHT-OF-WAY:	2.05 ACRES
PAVED ROADWAY AREA WITHIN R.O.W.	1.16 ACRES
TOTAL OPEN SPACE:	0.00 ACRES
TOTAL IMPROVED OPEN SPACE:	0.00 ACRES
AVERAGE LOT SIZE:	5,244 SF/0.12 ACRES
LARGEST LOT SIZE:	6,600 SF/0.15 ACRES
SMALLEST LOT SIZE:	4,400 SF/0.10 ACRES
OVERALL DENSITY:	5.74 LOTS/ACRE
TOTAL # OF LOTS:	38 LOTS

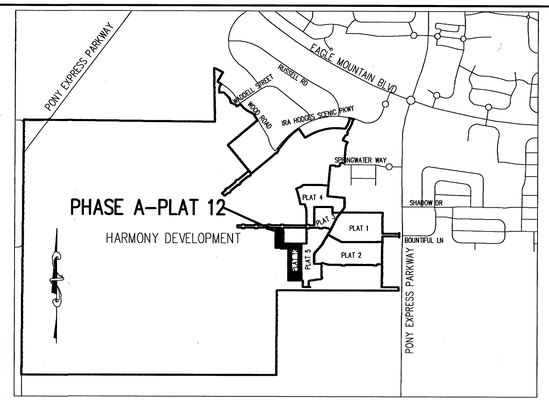
LOT DRAINAGE NOTES:

1. ALL LOTS ARE TO RETAIN ALL STORM WATER RUNOFF ON THEIR OWN LOT OR STORM WATER CAN BE DISCHARGED FROM THEIR LOT DIRECTLY INTO THE PUBLIC ROADWAY. HOWEVER, NO STORM WATER IS PERMITTED TO DRAIN ONTO AN ADJACENT LOT.

2. ALL ROOF DRAINS FOR NEW HOMES ARE TO BE PIPED TO THE FRONT OF THE HOME SO THAT STORM WATER DISCHARGE FROM THE ROOF WILL DISCHARGE TO THE PUBLIC STREET.

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	15.00	23.56	90°0'0"	21.21	S 44°59'23" E
C2	15.00	23.56	90°0'37"	21.22	S 44°59'41" E
C3	15.00	23.56	89°59'23"	21.21	N 45°0'19" E
C4	15.00	23.56	90°0'37"	21.22	S 44°59'41" E
C5	15.00	23.56	89°59'23"	21.21	S 45°0'19" W
C6	15.00	23.56	90°0'0"	21.21	S 44°59'23" E
C7	15.00	23.56	90°0'0"	21.21	S 45°0'37" W



VICINITY MAP
NTS

ROCKY MOUNTAIN POWER

1. Pursuant to Utah Code Ann § 54-3-27 this plat conveys to the owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.
2. Pursuant to Utah Code Ann § 10-9a-603, Rocky Mountain Power accepts delivery of the PUE as described in this plat and approves this plat solely for the purpose of confirming that the plat contains public utility easements and approximates the location of the public utility easements, but does not warrant their precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not affect any right that Rocky Mountain Power has under
   (1) A recorded easement or right-of-way
   (2) The law applicable to prescriptive rights
   (3) Title 54,Chapter 8a, Damage to Underground Utility Facilities, or
   (4) Any other provision of law

ROCKY MOUNTAIN POWER — DATE 12/03/2024

DIRECT COMMUNICATIONS

Direct Communications Cedar Valley, LLC certifies that it will provide telecommunications services to this subdivision utilizing the trenches provided by the developer as per the Direct Communications Cedar Valley P.S.C. Utah No.1Tariff.

DIRECT COMMUNICATIONS — DATE 11/18/2024

Enbridge Gas Utah

Questar Gas Company, dba Enbridge Gas Utah, hereby approves this plat solely for the purposes of confirming that the plat contains public utility easements. Enbridge Gas Utah may require additional easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations or liabilities including prescriptive rights and other rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval or acknowledgement of any terms contained in the plat, including those set forth in the Owner Dedication or in the Notes, and does not constitute a guarantee of particular terms or conditions of natural gas service. For further information, please contact Enbridge Gas Utah's Right-of-Way Department at 800-366-8532.

QUESTAR GAS COMPANY, dba ENBRIDGE GAS UTAH

Approved this 2 day of December 2024
By
Title Pre Con Rep II

FIRSTDIGITAL TELECOM

FirstDigital Telecom certifies that it will provide telecommunications services to this subdivision utilizing the trenches provided by the developer as per the FirstDigital Telecom Utah No.1Tariff.

FIRSTDIGITAL TELECOM — DATE 11-18-2024

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS _____
DAY OF _____ A.D., 20____.

CITY ATTORNEY

LAND SURVEYOR:
AZTEC ENGINEERING
732 N. 780 W. AMERICAN FORK, UT. 84003
aztecengineering@gmail.com

19556

SURVEYOR'S CERTIFICATE

I, AARON D. THOMAS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 6418780 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND IN LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

Nov. 15, 2024
DATE

AARON D. THOMAS (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED SOUTH 00°27'29" WEST 2200.14 FEET ALONG SECTION LINE FROM THE NORTHWEST QUARTER CORNER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN;

THENCE S 89°59'23" E, A DISTANCE OF 60.44 FEET; THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00" FOR 23.56 FEET (CHORD BEARS S 44°59'23" E 21.21 FEET); THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, S 89°59'24" E, A DISTANCE OF 51.00 FEET; THENCE S 00°00'37" W, A DISTANCE OF 298.93 FEET; THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'37" FOR 23.56 FEET (CHORD BEARS S 44°59'41" E 21.22 FEET); THENCE EAST, A DISTANCE OF 366.00 FEET; THENCE S 00°00'37" W, A DISTANCE OF 772.13 FEET; THENCE N 89°59'23" W, A DISTANCE OF 271.00 FEET; THENCE N 00°00'37" E, A DISTANCE OF 667.09 FEET; THENCE WEST, A DISTANCE OF 161.00 FEET; THENCE N 00°00'37" E, A DISTANCE OF 13.95 FEET; THENCE N 89°59'23" W, A DISTANCE OF 110.00 FEET; THENCE N 00°00'37" E, A DISTANCE OF 420.00 FEET; THENCE S 89°59'23" E, A DISTANCE OF 34.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 288,357 SQUARE FEET OR 6.6198 ACRES, MORE OR LESS.

BASIS OF BEARING = UTAH STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE

ENT 89776:2024 MAP# 19556
ANDREA ALLEN
UTAH COUNTY RECORDER
2024 Dec 19 03:51 PM FEE 136.00 BY TM
RECORDED FOR EAGLE MOUNTAIN CITY

EAGLE MOUNTAIN DEVELOPER PLAT DEDICATION

We, the undersigned owners of all the real property depicted on this plat and described in the surveyors certificate on this plat, have caused the land described on this plat to be divided into lots, streets, parks, open spaces, easements and other public uses as designated on the plat and now do hereby dedicate under the provisions of 10-9a-607, Utah Code, without condition, restriction or reservation to Eagle Mountain City, Utah, all strsets, water, sewer and other utility easements and improvements, open spaces shown as public open spaces, parks and all other places of public use and enjoyment to Eagle Mountain City, Utah, together with all improvements required by the Development Agreement between the undersigned and Eagle Mountain City for the benefit of the City and the inhabitants thereof.

OWNER(S):
PRINTED NAME OF OWNER: HERITAGE HOMES OF UTAH, INC.

Rebecca J. Lundberg, Authorized Signer
AUTHORIZED SIGNATURE(S) — 11/20/2024

ANDREA L. WINTERHOF
Notary Public - Arizona
Maricopa County
Commission # 250882
My Comm. Expires Feb. 19, 2028

ACKNOWLEDGMENT

On the 20TH day of November, 2024, personally appeared before me the persons signing the foregoing Owners Dedication known to me to be authorized to execute the foregoing Owners Dedication for and on behalf of the owners who duly acknowledged to me that the Owners Dedication was executed by them on behalf of the Owners.

MY COMMISSION EXPIRES Feb. 19, 2028 — NOTARY PUBLIC SIGNATURE

250882 — COMMISSION NUMBER
Andrea L. Winterhof — PRINTED FULL NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION PLAT AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 19 DAY OF December, 2024

APPROVED BY MAYOR — APPROVED BY CITY ATTORNEY
APPROVED BY ENGINEER (SEE SEAL BELOW) — ATTEST BY CITY RECORDER (SEE SEAL BELOW)

FINAL PLAT 12

HARMONY PHASE A

SUBDIVISION

LOCATED IN THE WEST HALF OF SEC 13, TOWNSHIP 6S, RANGE 2W, S.L.B.&M.

EAGLE MOUNTAIN CITY — UTAH COUNTY, UTAH

SCALE: 1" = 60 FEET

PROFESSIONAL ENGINEER — No. 6418780 — AARON D. THOMAS — 11-15-24 — STATE OF UTAH

Notary Public Seal

City Engineer's Seal
PROFESSIONAL ENGINEER — No. 5148730 2202 — VINCE R. HOGGE — 12-5-2024 — STATE OF UTAH

Clerk-Recorder's Seal
EAGLE MOUNTAIN — CORPORATE SEAL — 19 96

M.J.W. 9-30-24 Rev. 11-25-24

EAGLE MOUNTAIN
CITY COUNCIL MEETING MINUTES

DECEMBER 16, 2025, 4:00 PM
EAGLE MOUNTAIN CITY COUNCIL CHAMBERS
1650 E STAGECOACH RUN, EAGLE MOUNTAIN, UT 84005

ELECTED OFFICIALS PRESENT: Mayor Tom Westmoreland; Councilmembers Donna Burnham, Melissa Clark, Jared Gray, Rich Wood, and Brett Wright.

ELECTED OFFICIALS PRESENT ELECTRONICALLY: Councilmember Jared Gray.

CITY STAFF PRESENT: Benjamin Reeves, City Manager; Steve Mumford, Deputy City Manager; Fionnuala Kofoed, Assistant City Manager; Carson Stapley, Information Systems Manager; John Magness, Legislative and Policy Analyst; Evan Berrett, Economic Development Director; Marcus Draper, City Attorney; Gina Olsen, City Recorder; Kimberly Ruesch, Director of Administrative Services; Tyler Maffitt, Communications Manager; Terrence Dela Pena, Finance and Management Analyst; Robert Hobbs, Senior Planner; Mickie Mills, Planner; Steven Lehmitz, Planner; Jeret Shaffer, Finance Manager; Lacie Messerly, Deputy Recorder; Mack Straw, Assistant Public Works Director; Vince Hogge, City Engineer; Jeff Weber, Fleet and Facilities/Operations Director; Zac Hilton, Assistant Public Works Director; Brad Hickman, Public Works Director; Embret Fossum, UFA Battalion Chief; Erik Knutzen, Chief Deputy Sheriff; B. J. Eccles, Sergeant; and Abby Ivory, Economic Development Director.

4:00 PM WORK SESSION – CITY COUNCIL CHAMBERS

Mayor Westmoreland called the meeting to order at 4:05 PM.

1. DISCUSSION AND INFORMATION ITEMS

1.A. DISCUSSION – Transit Fresh Look - UTA

The recording of the discussion can be found online here at 00:00:39.

This item was removed from the agenda and was not reviewed or discussed due to employee illness and will be brought back at a January meeting.

1.B. DISCUSSION – Amendments to the Credit Card Policy - Kimberly Ruesch

The recording of the discussion can be found online here at 00:00:57.

Director of Administrative Services Kimberly Ruesch reviewed and discussed the proposed amendments to the City's Credit Card Policy.

DRAFT

2. AGENDA REVIEW

The recording of the discussion can be found online here at 00:36:26.

Councilmember Brett Wright and Councilmember Jared Gray stated they will abstain from voting on item12.A. (Master Site Plan - Firefly NPA 9 A) due to conflict of interest. As such, this item will be removed from the Consent Agenda and will be voted on during the Policy Session. .

3. ADJOURN TO A CLOSED SESSION

MOTION: *Councilmember Wright moved adjourn into a Closed Session for the purpose of discussion of pending or reasonably imminent litigation; the character, professional competence, or physical or mental health of an individual; the purchase, lease, sale, or exchange of real property; a proposed development agreement, project proposal, or financing proposal related to the development of land owned by the State or a political subdivision; and/or the deployment of security personnel, devices, or systems, pursuant to Section 52-4-205(1) of the Utah Code, Annotated. Councilmember Wood seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The Work Session was adjourned at 4:44 PM.

The recording of the motion can be found online here at 00:37:57.

7:00 PM POLICY SESSION – CITY COUNCIL CHAMBERS

4. CALL TO ORDER

Mayor Westmoreland called the meeting to order at 7:16 PM. He noted that Councilmember Gray would be attending remotely.

The recording of the discussion can be found online here at 00:39:29.

5. PLEDGE OF ALLEGIANCE

City Recorder Gina Olsen led the Pledge of Allegiance.

6. INFORMATION ITMES/UPCOMING EVENTS

7. RECOGNITION

7.A. Announcing the "*Todd A. Black Wildlife Alliance Scholarship*" - Eagle Mountain Nature and Wildlife Alliance & EM Founders Group.

The recording of the discussion can be found online here at 00:41:07.

Dustin Wilder announced the Todd A. Black Wildlife Alliance Scholarship for Eagle Mountain City high school graduates and residents. Family members of Todd Black addressed the Council and paid tribute in his honor.

8. PUBLIC COMMENTS

Mayor Westmoreland opened the public comment period at 7:28 PM.

The following individuals spoke during the Public Comment period: Jason Rasmussen, Allen Larsen and Bruno Hunziker.

Mayor Westmoreland closed the public comment period at 7:39 PM.

The recording of the discussion can be found online here at 00:50:13.

9. CITY COUNCIL/MAYOR ITEMS

The Mayor and Councilmembers offered comments to the public.

The recording of the discussion can be found online here at 01:02:29.

CONSENT AGENDA

10. BOND RELEASES

10.A. Eagle Point Townhomes, Plat C - Out of Warranty

11. MINUTES

11.A. November 5, 2025 Minutes - Regular City Council Meeting

11.B. November 18, 2025 Minutes - Regular City Council Meeting

11.C. December 2, 2025 Minutes - Regular City Council Meeting

12. PRELIMINARY PLATS & SITE PLANS

12.A. MASTER SITE PLAN - Firefly NPA 9 A

13. RESOLUTIONS

13.A. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Land Exchange Agreement with SITLA for the Exchange of Properties in the Overland Area

13.B. RESOLUTION - A Resolution of Eagle Mountain City, Utah Approving a Right-of-Way Purchase and Settlement Agreement with Eagle Quest LLC

13.C. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Ratifying an Executed Purchase and Settlement Agreement with Steven G. Smith for the Acquisition of Right-of-Way for the Mid Valley Road Expansion

MOTION: *Councilmember Wood moved to approve the Consent Agenda removing items 12.A. and 13.A. to be discussed during the regularly scheduled items. Councilmember Clark seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 01:26:41.

SCHEDULED ITEMS

12. PRELIMINARY PLATS & SITE PLANS

12.A. MASTER SITE PLAN - Firefly NPA 9 A

The recording of the discussion can be found online here at 01:29:35.

MOTION: *Councilmember Burnham moved to approve the Master Site Plan for Firefly NPA 9.A. Councilmember Clark seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Abstain
Rich Wood	Yes
Brett Wright	Abstain

The motion passed with a 3:2 vote.

Councilmembers Jared Gray and Brett Wright declared a conflict of interest and abstained from the vote.

The recording of the motion can be found online here at 01:30:11.

13. RESOLUTIONS

13.A. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Land Exchange Agreement with SITLA for the Exchange of Properties in the Overland Area

The recording of the discussion can be found online here at 01:30:59.

MOTION: *Councilmember Wright moved to table a Resolution of Eagle Mountain City, Utah, Approving a Land Exchange Agreement with SITLA for the Exchange of Properties in the Overland Area. Councilmember Wood seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 01:31:48.

14. ORDINANCES/PUBLIC HEARINGS

14.A. ORDINANCE / PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Creating Chapter 17.64, Alternative Energy Overlay Zone, in the Eagle Mountain Municipal Code

The recording of the discussion can be found online here at 01:32:41.

Director of Legislative and Strategic Affairs Evan Berrett discussed that Eagle Mountain City is proposing the creation of an overlay zone known as the Alternative Energy Overlay Zone (AEOZ) which would allow for the development of a variety of types of power generation facilities at approved locations. The AEOZ is not proposed at this time to be applied to any property and would be contemplated for use upon request. The AEOZ contains a number of requirements and restrictions regarding power generation facility development, including demonstration of approval from state and federal entities as applicable.

Mayor Westmoreland opened the Public Hearing period at 8:36 PM.

The following individuals spoke during the public hearing period: Jason Rasmussen, Todd Crowther, Reagan Peck, Brooks Benson, Joy Rasmussen, Johnny Williams, Charlotte Ducos, Steve Ruggles. Public Comments read by City Recorder Gina Olsen included: Pamela Ballard, Katherine Pearson.

Mayor Westmoreland closed the Public Hearing period at 9:01 PM.

The recording of the public hearing can be found online here at 01:58:55.

MOTION: *Councilmember Gray moved to table an Ordinance of Eagle Mountain City, Utah, Creating Chapter 17.64, Alternative Energy Overlay Zone, in the Eagle Mountain Municipal Code. Councilmember Wood seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 02:51:35.

14.B. ORDINANCE / PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Official Zoning Map and Future Land Use Map to Assign Final Zoning Designations to the White Hills Area

The recording of the discussion can be found online here at 02:53:02.

Planner Steven Lehmitz discussed that when the City adopted its Zoning Map on February 20, 2024, a few areas—including White Hills—were temporarily labeled "Under Review" because the exact zoning designations had not yet been finalized. This update is simply a housekeeping step to officially assign the correct existing zones to those properties. The Future Land Use Map would also be updated for consistency.

Mayor Westmoreland opened the Public Hearing period at 9:34 PM.

The following individuals spoke during the public hearing period: Bill Wilson, Woody Berry, Dwaine Webber, Elizabeth Lebrecht and Ashely Richards.

Mayor Westmoreland closed the Public Hearing period at 9:45 PM.

The recording of the public hearing can be found online here at 02:57:22.

MOTION: *Councilmember Wood moved to adopt an Ordinance of Eagle Mountain City, Utah, Amending the Official Zoning Map and Future Land Use Map to Assign Final Zoning Designations to the White Hills Area with the following amendments:*

- *Parcel 59:049:0042 (Owned by Bill Willson) be rezoned to Commercial Neighborhood (CN); and*
- *Parcel 43:282:0001 and 43:282:0002 (Subdivision: J&J Ranches) be rezoned to Agriculture (AR); and*
- *Per Planning Commission recommendation, the following Parcels be rezoned to Rural Agriculture 2 (RA2): 55:320:001, 55:320:002, 55:320:0013, 55:320:0005, 55:320:0006, 55:320:0007, 55:320:0008, 55:320:0009, 55:320:0010 and 55:320:0011.*

Councilmember Burnham seconded the motion.

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 03:20:04.

14.C. ORDINANCE / PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code 16.05 and 17.05 Newspaper Amendment

The recording of the discussion can be found online here at 03:22:33.

Planner Mickie Mills discussed that this code amendment effectively removes all newspaper noticing requirements and instead requires a notice on the public noticing website. Amended sections include EMMC 16.05.180, Table 16.05.220(a), 16.55.040, 17.05.150, and Table 17.05.200(a).

Mayor Westmoreland opened the Public Hearing period at 10:01 PM.

The following individuals spoke during the public hearing period: Josh Schadt.

Mayor Westmoreland closed the Public Hearing at 10:03 PM.

The recording of the public hearing can be found online here at 03:23:53.

MOTION: *Councilmember Wright moved to adopt an Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code 16.05 and 17.05 Newspaper Amendment. Councilmember Clark seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	No
Brett Wright	Yes

The motion passed with a 4:1 vote.

The recording of the motion can be found online here at 03:29:16.

15. ORDINANCES

15.A. ORDINANCE - An Ordinance of Eagle Mountain City, Utah Approving the Pacific Springs Development Agreement.

The recording of the discussion can be found online here at 03:30:17.

City Attorney Marcus Draper stated that R5 Homes is seeking building permits for lots 511–514 in Pacific Springs A5. Under EMMC 16.35.090, privacy screening must be installed "prior to any building permits being issued in that phase of development that abuts such right-of-way." To avoid potential damage to the fencing during construction, R5 Homes is requesting flexibility—through a development agreement—to install the required screening after home construction on those lots.

MOTION: *Councilmember Burnham moved to adopt an Ordinance of Eagle Mountain City, Utah Approving the Pacific Springs Development Agreement. Councilmember Wood seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Excused
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a 4:1 vote.

Councilmember Jared Gray participated electronically in this meeting; however, he had bad connectivity during this time, and he did not vote on Item 15.A.

The recording of the motion can be found online here at 03:35:47.

16. LEGISLATIVE ITEMS

16.A. UPDATE - Legislative Priorities List

The recording of the discussion can be found online here at 03:37:26.

Management and Policy Analyst John Magness discussed the Legislative Priorities List.

MOTION: *Councilmember Wood moved to include a budget adjustment for construction costs for a sidewalk on SR-73 and Spring Run near Walmart on the Legislative Priorities List. Councilmember Clark seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

17. CITY COUNCIL/MAYOR'S BUSINESS AND LIAISON REPORTS

Mayor Westmoreland and the City Councilmembers offered comments and reports on committees to which they are assigned as liaisons.

The recording of the discussion can be found online here at 03:38:58.

18. COMMUNICATION ITEMS

18.A. COMMUNICATION ITEM

19. ADJOURNMENT

MOTION: *Councilmember Burnham moved to adjourn the meeting at 10:16 PM. Councilmember Wood seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 03:39:25.

The meeting was adjourned at 10:16 PM.

Approved by the City Council on January 6, 2026.

_____

Lacie Messerly
Interim City Recorder

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **JANUARY 6, 2026**
TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Land Exchange Agreement with SITLA for the Exchange of Properties in the Overland Area.
ITEM TYPE:	Resolution
FISCAL IMPACT:	
APPLICANT:	City-Initiated

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
N/A	20.168 Acres in exchange for 20.129 Acres

PUBLIC HEARING
No

PREPARED BY
Steve Mumford, Deputy City Manager

PRESENTED BY
Steve Mumford

RECOMMENDATION:
Staff recommends that the City Council adopt a Resolution of Eagle Mountain City, Utah, Approving a Land Exchange Agreement with SITLA for the Exchange of Properties in the Overland Area.

BACKGROUND:
In 2005, SITLA (the State School and Institutional Trust Lands Administration) conveyed 20.35 acres of land to the City with the intent that it be improved as the "bypass road" at some point in the future. The City's Transportation Master Plan (TMP) and the Overland Master Development Plan don't contemplate this property ever being improved as a major road. The City's TMP also shows a variety of other arterial and collector roads in the Overland master development area that will be needed in order to build out the City's future transportation network. At the recent direction of the City Council, we have worked with SITLA to draft this land exchange agreement that provides for the City exchanging 20.168 acres of the "bypass road" property to SITLA in exchange for approximately 20.129 acres of property for the following future roads:

- Mid-Valley Road - 6.676 acres
- Desert Willow Drive (East) - 3.887 acres
- Desert Willow Drive (West 1) - 0.310 acres
- Desert Willow Drive (West 2) - 1.859 acres
- Aviator Avenue (East) - 3.240 acres
- Road Parcel 1 - 1.650 acres
- Road Parcel 2 - 2.239 acres
- Oquirrh Ranch Parkway (East) - 0.268 acres

With this exchange, the SITLA-owned property for all the future collector and arterial roads (identified

on the Transportation Master Plan) in the Overland area would now be owned by the City. Any additional ROW would be obtained from adjacent property owners as needed or when those properties develop. The exchange of the bypass road property also allows the owner to move forward with the development application process for a large retail development.

ITEMS FOR CONSIDERATION:
N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:
1. Resolution
2. Land Exchange Agreement
3. Overland Roads Dedication Plat - Exhibit Only

RESOLUTION NO. R- -2026

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING A LAND EXCHANGE AGREEMENT WITH SITLA FOR THE EXCHANGE OF PROPERTIES IN THE OVERLAND AREA

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the Land Exchange Agreement with SITLA for the exchange of Properties in the Overland Area, as set forth more specifically in Exhibit A; and

WHEREAS, the City Council finds that all required notices and hearings have been completed as required by law to consider and approve the Land Exchange Agreement with SITLA for the Exchange of Properties in the Overland Area, as set forth in Exhibit A.

NOW, THEREFORE, be it resolved by the City Council of Eagle Mountain City, Utah:

1. The Land Exchange Agreement with SITLA for the Exchange of Properties in the Overland Area, attached hereto as Exhibit A, is hereby approved.

2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 6th day of January, 2026.

EAGLE MOUNTAIN CITY, UTAH

_____
Jared Gray, Mayor

ATTEST:

_____
Lacie Messerly
Interim City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 6th day of January, 2026.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting
☐ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☐ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

_____

Lacie Messerly
Interim City Recorder

Exhibit A

LAND EXCHANGE AGREEMENT
Bypass Road Property (EXCH 396)

Fund: Schools

This LAND EXCHANGE AGREEMENT ("**Agreement**") is made and entered as of the 16th day of December 2025 (the "**Effective Date**"), by and between Eagle Mountain City (the "**City**"), a political subdivision of the State of Utah; and the State of Utah, acting through the School and Institutional Trust Lands Administration ("**SITLA**"). The City and SITLA are collectively referred to as the "**Parties**" and, individually as a "**Party**."

RECITALS

A. SITLA previously conveyed to the City approximately 20.35 acres of undeveloped land as part of an obligation under that certain Amended and Restated Overland Master Development Agreement for Overland Development dated December 7, 2017 ("**MDA**"), among SITLA, the City and Ivory Homes, Ltd., as master developer (the "**Master Developer**"), such land being more particularly described as the "**Bypass Road**" in State of Utah Exchange Patent No. 19679 and pursuant to that certain Development Lease No. 1074 dated February 1, 2016, between SITLA and the Master Developer (the "**Lease Agreement**"). The City desires to keep approximately 0.182 acres of such patented lands in connection with the right-of-way for Pony Express Parkway. However, the surrounding area has developed in such a way that it is no longer in the best interest of the parties to construct the Bypass Road at its currently planned location. The remaining portion of the planned Bypass Road comprises 20.168 acres and is described in **Exhibit "A"** and generally depicted in **Exhibit "B"** ("**Remaining Bypass Road Property**").

B. The City desires to acquire real property within the Overland subdivision for the purpose of constructing future public rights-of-way, such lands comprising approximately 20.129 acres, as more particularly described in **Exhibit "C"** and generally depicted in **Exhibit "D"** ("**Exchange ROWs**" with the Remaining Bypass Road Property and the Exchange ROWs referred to collectively as the "**Exchange Lands**").

C. Accordingly, upon and subject to the terms and conditions set forth in this Agreement, the City desires to transfer, and convey the Remaining Bypass Road Property to SITLA in exchange for acquiring the Exchange ROWs, and SITLA desires to accept the conveyance of the Remaining Bypass Road Property from the City and convey the Exchange ROWs to the City for future public rights-of-way in the Overland subdivision.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby conclusively acknowledged, the City and SITLA hereby agree to the following:

AGREEMENT

1. **Land Exchange.**

   a. **City Transfer**. The City hereby agrees to transfer and convey to SITLA, and SITLA hereby agrees to accept and acquire from the City, upon and subject to the terms and conditions set forth in this Agreement, fee simple title to the Remaining Bypass Road Property, insurable as such by the Title Company (as defined below), free and clear of any and all liens, defects, encumbrances, leases, easements, covenants, restrictions, reservations, conditions, claims or other matters whatsoever, whether recorded or unrecorded, subject only to the Permitted Exceptions (as defined below) (collectively, "**City Transfer**").

   b. **SITLA Dedication**. In exchange for receiving the Remaining Bypass Road Property, SITLA hereby agrees to transfer and convey to the City by plat dedication, and the City hereby agrees to accept and acquire from SITLA, upon and subject to the terms and conditions set forth in this Agreement, fee simple title to the Exchange ROWs.

   c. **Surface Estate Only/ No Water or Water Rights Included**. The Exchange Lands shall consist only of the land's surface estate. The Exchange Lands' mineral estate, which includes all oil and gas, coal and other mineral deposits, shall be excluded from the Exchange Lands. No water or water rights are included in the Exchange Lands.

2. **Consideration**. The total consideration for this Agreement is the City's conveyance to SITLA of approximately 20.168 acres comprising the Remaining Bypass Road Property in exchange for SITLA's conveyance of approximately 20.129 acres of Exchange ROW lands to the City. No water or water rights are included in an Exchange ROW.

3. **Conveyance of Title**.

   a. **City's Title Conveyance**. The City shall convey title to the Remaining Bypass Road Property to SITLA through a special warranty deed in substantially the form attached as **Exhibit "E".**

   b. **SITLA Title Conveyance**. SITLA's obligation to convey the Future ROWs shall be satisfied by its dedication of the Exchange ROWs to the City through an Overland road dedication plat or Overland subdivision plat. Each Exchange ROW dedication shall be identified and described in the owner's dedication section of the applicable plat.

4. **Title Commitment; Survey; Disclosures.**

   a. **Survey**. The City shall obtain, at the City's expense, any surveys necessary for identifying the boundary lines and all structures, easements, and encumbrances of record and provide copies to SITLA.

   b. **Bypass Road Property Documents**. No later than ten (10) Business Days after the Effective Date of this Agreement, the City will deliver to SITLA the following documents

to the extent the same exist and are in the City's possession or control: (1) copies of all rights-of-way, easements, leases, rental agreements, rights of redemption, licenses, reservations, covenants, conditions, restrictions, or contracts which will be applicable to, or affect title to the Remaining Bypass Road Property after the Closing Date; and (2) copies of any environmental assessments, reports, site plans, surveys, studies, tests, inspections, reports or other documents in the City's possession or control (collectively the "**Property Documents**").

c. **Exchange ROW Property Documents**. No later than ten (10) Business Days after the Effective Date of this Agreement, SITLA will deliver to City the following documents to the extent the same exist and are in SITLA's possession or control: (1) copies of all rights-of-way, easements, leases, rental agreements, rights of redemption, licenses, reservations, covenants, conditions, restrictions, or contracts which will be applicable to, or affect title to the Remaining Bypass Road Property after the Closing Date; and (2) copies of any environmental assessments, reports, site plans, surveys, studies, tests, inspections, reports or other documents in the City's possession or control (collectively the "**SITLA Property Documents**").

5. **Remaining Bypass Road Property Closing; Prorations.**

a. **Timing**. The Closing (as defined below) shall occur within thirty (30) days or less from the Effective Date of this Agreement (the "**Closing Date**"), or at such earlier time and place as the Parties may mutually agree in writing. It is agreed that time is of the essence with respect to the Closing Date and all time and date deadlines set forth in this Agreement. The "**Closing**" shall mean the consummation of the City Transfer at the time the Escrow Agent is ready and the Deed (as defined below) is recorded in the Official Records of the Utah County Recorder's Office in the State of Utah ("**Official Records**").

b. **Place of Closing**. The Closing shall be coordinated by Eagle Mountain City c/o Fionnuala Kofoed (the "**Escrow Agent**"). At the Closing, the City shall deliver possession of the Remaining Bypass Road Property to SITLA. Until a Closing occurs, the risk of loss to the Remaining Bypass Road Property shall be borne solely by the City. The City shall be responsible for and shall promptly pay all charges with respect to the Remaining Bypass Road Property attributable to the period up to and including the Closing Date. Each of the Parties shall pay its own fees and expenses in connection with this Agreement including, without limitation, its own attorneys' fees and diligence costs, and any applicable recording fees.

c. **Closing Costs**. The City shall pay for (1) the cost of the Title Policy, (2) all costs related to the removal of any monetary liens or other Title Objection Notice matters the City agreed to cure pursuant to Section 4.a.ii(a), and (3) all property taxes related to the period prior to Closing as calculated in accordance with Section 5(c). The City shall not be responsible for paying any property taxes during the period after the Closing. SITLA shall not pay for any recording fees and costs related to the City Transfer. The City shall pay for any costs related to removal of any monetary liens or other Title Objection Notice matters the City agreed to cure herein. The City and SITLA shall each be responsible for the cost of their

own respective attorneys' fees and related transactional expenses. The costs and expenses described in this Section 5(c) are, collectively, the "**Closing Costs**."

d. **Assessments**. The City shall pay all charges for any and all assessments with respect to the Remaining Bypass Road Property imposed by any governmental body or public utility and/or charges or assessments imposed under or in connection with or as a consequence of any declaration or other instrument of record and/or any owner's association created relative to the Remaining Bypass Road Property, to the extent such charges are attributable to the period ending at 11:59 p.m. Mountain Time on the day before the Closing. The City shall pay all such charges to the extent attributable to the period from and after 12:00 midnight Mountain Time on the day of the Closing.

e. **Special Assessments**. The City shall pay in full any and all special assessments that are a lien on the Remaining Bypass Road Property at Closing.

f. **Closing Statements**. The Closing Costs and estimated Closing prorations shall be set forth on a preliminary closing statement (the "**Closing Statement**") to be prepared by the Escrow Agent. The Escrow Agent shall prepare the Closing Statement at least three (3) Business Days prior to the Closing Date for purposes of making the preliminary proration adjustment at Closing. The Escrow Agent shall revise the Closing Statement as necessary based upon comments from the City and SITLA, and the Escrow Agent shall deliver a final, signed version of the Closing Statement to each Party at Closing.

6. **SITLA's Conditions.** In addition to other terms and provisions of this Agreement which give SITLA the express right to terminate this Agreement, the obligation of SITLA to render performance under this Agreement and acquire the Remaining Bypass Road Property is subject to the conditions precedent (and conditions concurrent, with respect to deliveries and requirements required at Closing) (collectively, "**SITLA's Conditions**") set forth in Sections 6(a) through 6(c) as follows:

a. **No Default**. The City shall have kept, performed and observed each and every agreement and obligation on its part to be kept, performed and observed hereunder, unless waived by SITLA in writing or as provided in this Agreement. All of the City's covenants, representations and warranties herein shall be true and correct in all material respects to the best of the City's knowledge, and as if made, on the Closing Date. The City shall have delivered all the City's Closing Documents (as defined below) in accordance with Section 9.

b. The conditions set forth in this Section 6 are solely for the benefit of SITLA and may be waived by SITLA in writing. In the event any of the foregoing conditions have not been fully satisfied or waived in writing on or before the Closing Date, then this Agreement shall terminate in accordance with Section 14.

7. **City's Conditions.** In addition to other terms and provisions of this Agreement which give the City the express right to terminate this Agreement, the City's obligations hereunder shall be subject to the satisfaction of the following conditions precedent (and conditions concurrent, with respect to deliveries and requirements required at Closing) (collectively, "**City's**

Conditions") within the applicable periods set forth in this Agreement for the satisfaction of such conditions (or the City's written waiver thereof):

a. **Delivery of Closing Documents and Funds**. SITLA shall have delivered or caused to be delivered to the Escrow Agent all of SITLA's Closing Documents described in Section 9 and all funds necessary to pay the costs of closing to be paid by SITLA under this Agreement in immediately available funds (wire, transfer, certified/cashier's check, etc.).

b. **Representations and Warranties**. All representations and warranties of SITLA contained in this Agreement shall be true and correct in all material respects to the best of SITLA's actual knowledge as of the date made and as of the Closing with the same effect as though such representations and warranties were made at and as of the Closing.

c. **Performance of Covenants**. SITLA shall have performed the material covenants of SITLA under this Agreement to be performed by SITLA before Closing.

The conditions set forth in this Section 7 are solely for the benefit of the City and may be waived by the City in writing. In the event any of the foregoing conditions have not been fully satisfied or waived in writing on or before the Closing Date, then this Agreement shall terminate in accordance with Section 14.

8. **Covenants of City.** In addition to the covenants and agreements of the City set forth elsewhere in this Agreement, the City covenants and agrees that between the Effective Date of this Agreement and the Closing Date:

a. **Title**. The City shall not, without SITLA's prior written consent, (1) directly or indirectly lease, sell, assign or create any right, title or interest whatsoever in or to the Remaining Bypass Road Property, (2) take any action, create, commit, permit to exist or suffer any acts that would give rise to a variance from the current legal description of the Remaining Bypass Road Property, except as expressly provided herein, or cause the creation of any lien, charge or encumbrance other than the Permitted Exceptions, or (3) enter into any agreement to do any of the foregoing.

b. **Notice of Change of Circumstances**. The City shall promptly notify SITLA of any change in any condition with respect to the Remaining Bypass Road Property or any portion thereof or of any event or circumstance of which the City obtains knowledge after the Effective Date of this Agreement that (1) materially or adversely affects the Remaining Bypass Road Property or any portion thereof or the use or operation of the Remaining Bypass Road or any portion thereof, (2) makes any representation or warranty of the City under this Agreement untrue or misleading or (3) makes any covenant or agreement of the City under this Agreement incapable or less likely of being performed.

c. **No Defaults; Maintenance of Property**. The City shall not default with respect to the performance of any obligation relating to the Remaining Bypass Road Property. The City shall operate, manage and maintain the Remaining Bypass Road Property in a manner consistent with past practices and the ordinary course of the City's business and in accordance with all applicable Laws (as defined below).

d. **Development Activities**. Except as otherwise specifically set forth herein, the City shall not take any actions with respect to the development of the Remaining Bypass Road Property, including applying for, pursuing, accepting or obtaining any permits, approvals or other development entitlements from any governmental or other regulatory entities or finalizing or entering into any agreements relating thereto without SITLA's prior written consent. Notwithstanding the foregoing, the City may receive land use applications that would affect the Bypass Road Property provided that the City does not issue any final approvals until after the Closing Date.

9. **Closing; Possession and Title.**

a. **Closing**. Closing shall occur in the offices of the Escrow Agent on the Closing Date or at such earlier time and place as the Parties may mutually agree in writing. At Closing, the City shall convey indefeasible fee simple title to the Remaining Bypass Road Property to SITLA in accordance herewith by a special warranty deed in the form of **Exhibit "E"** attached hereto (the "**Deed**"). The City shall deliver to SITLA possession of the Remaining Bypass Road Property upon the transfer of title to the Remaining Bypass Road Property at Closing.

b. **City's Closing Documents**. On or before the Closing Date, the City shall deliver to Escrow Agent the following (collectively, "**City's Closing Documents**"):

i. A Deed conveying the Remaining Bypass Road Property duly executed and delivered by the City in favor of SITLA;

ii. A Closing Statement, duly executed and delivered by the City;

iii. Such additional assignments, instruments and documents appropriate to be executed and delivered by the City as may be reasonably necessary to complete the City Transfer and to carry out the intent and purposes of this Agreement;

iv. Such proof of the City's authority to enter into this Agreement and consummate the City Transfer and of the power and authority of the individual(s) executing or delivering any instruments, documents or certificates on behalf of the City to act for and bind the City as may reasonably be required by SITLA; and

v. Such other documents as may reasonably be requested by SITLA or Escrow Agent to convey clear title to the Remaining Bypass Road Property or to otherwise close the City Transfer.

c. **SITLA's Closing Documents**. At or before Closing, SITLA shall deliver to Escrow Agent the following (collectively, "**SITLA's Closing Documents**"):

i. SITLA's portion of the Closing Costs in accordance with Section 5 of this Agreement, by cashier's check, wire transfer, or other immediately available funds;

ii. A Closing Statement, duly executed and delivered by SITLA;

iii. Such proof of SITLA's authority to enter into this Agreement and consummate the City Transfer and of the power and authority of the individual(s) executing or delivering any instruments, documents or certificates on behalf of SITLA to act for and bind SITLA as may reasonably be required by the City; and

iv. Such other documents as may reasonably be requested by the City to close the City Transfer in accordance with this Agreement.

10. **Brokerage Representations and Fee.** Each Party agrees that there is no broker, finder or intermediary with whom it has dealt in connection with the City Transfer. Each Party shall and does hereby indemnify the other Party, and agrees to hold the other Party harmless from, any claim, demand or suit for any brokerage or real estate commission, finder's fee or similar fee or charge with respect to this Agreement or the City Transfer based on any act by or agreement or contract with the indemnifying Party asserted by any third party, and for all losses, obligations, costs, expenses and fees (including reasonable attorneys' fees) incurred by the non-indemnifying Party on account of or arising from any such claim, demand or suit.

11. **City's Representations and Warranties.** SITLA agrees that it is accepting the conveyance of the Remaining Bypass Road Property in AS-IS condition, subject to the City's covenants, representations and warranties that, as of the Effective Date, and as of the Closing Date:

a. **Authority**. The City is a municipal corporation of the State of Utah and in good standing under the laws of the State of Utah. All requisite corporate action has been taken by the City in connection with entering into this Agreement, and will be taken prior to the Closing in connection with the execution and delivery of the instruments referenced herein and the consummation of the City Transfer. No consent of any officer, agent, elected official, creditor, judicial or administrative body, Authority, or other party is required in connection herewith which has not been obtained or will not be obtained prior to the Closing Date. This Agreement and all other documents delivered by the City prior to or at the Closing (i) have been duly authorized, executed, and delivered by the City, (ii) are binding obligations of City, and (iii) are collectively sufficient to transfer all of the City's right, title and interest in and to the Remaining Bypass Road Property. The City has obtained all required consents, releases and approvals necessary to execute this Agreement and consummate the Transfer.

b. **No Conflicts**. The execution, delivery and performance of this Agreement and the consummation of the City Transfer will not conflict with, or result in a breach of any of the terms or provisions of, with or without notice or the passage of time or both, or constitute a default under, any agreement or other document or instrument to which the City is a party or by which the City or the Remaining Bypass Road Property is bound, or any applicable regulation of any governmental agency, or any judgment, order or decree of any court having jurisdiction over the City or all or any portion of the Remaining Bypass Road Property, or otherwise.

c. **Property Documents**. To the best of the City's actual knowledge, the Property Documents

constitute all of the material documents relating to the Remaining Bypass Road Property, and each such Property Document as delivered by the City constitutes a true, correct and complete copy of the same; there are no commitments or agreements affecting the Remaining Bypass Road Property which have not been disclosed by the City to SITLA in writing; the City is not in default of the City's obligations or liabilities pertaining to the Remaining Bypass Road Property or the Property Documents (including under any recorded covenants, conditions or restrictions); nor are there facts, circumstances, conditions or events that, after the giving of notice or lapse of time or both, would constitute a default by the City or any other party to such Property Documents.

d. **Material Information**. To the actual knowledge of the City, the City has disclosed to SITLA in writing all material facts related to the Remaining Bypass Road Property to the extent required by any law and this Agreement, together with the Property Documents and any matters heretofore disclosed to SITLA in writing by the City, do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein not materially misleading.

e. **Condemnation and Special Assessments**. To the actual knowledge of the City, the City has received no notice and is not aware of any (i) proceedings pending for the condemnation or taking of all or any portion of the Remaining Bypass Road Property by eminent domain or (ii) special assessments that would affect the Remaining Bypass Road Property and as of the Closing Date, the City shall have given SITLA prompt notice of the institution of any such proceedings or imposition of any assessments affecting the Remaining Bypass Road Property.

f. **Bankruptcy**. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, receivership, bankruptcy or reorganization or other proceedings are pending or, or to the actual knowledge of the City, threatened, against the City.

g. **Litigation; Liens**. There are no (i) claims, actions or legal proceedings pending before any judicial or quasi-judicial body, nor threats thereof, nor any basis therefor, with respect to the Remaining Bypass Road Property or any portion thereof nor (ii) actual, pending or, to the actual knowledge of the City, threatened mechanics' liens or other liens against the Remaining Bypass Road Property or any portion thereof.

h. **Compliance with Laws**. To the actual knowledge of the City, the Remaining Bypass Road Property is in compliance with all existing laws, rules, regulations, ordinances and orders (collectively, "**Laws**") of all applicable federal, state and local authorities (each, an "**Authority**") having jurisdiction over the Remaining Bypass Road Property, and the City has not received any oral or written notice of any violation of or noncompliance with any Laws or of any applications, ordinances, petitions, resolutions or other matters pending before any Authority, including the City, with respect to zoning, building, fire and health codes, environmental, sanitation and pollution control Laws or the Americans with Disabilities Act, as amended. To the actual knowledge of the City, no condition currently exists or previously existed on the Remaining Bypass Road Property or any portion thereof that may result in any violation of any Laws applicable to the Remaining Bypass Road Property if it were disclosed to an Authority.

i. **Parties in Possession**. To the actual knowledge of the City, the City is in exclusive possession of the entire Remaining Bypass Road Property and no other party occupies any portion of the Remaining Bypass Road Property or has any valid claim or interest in possessing the Remaining Bypass Road Property or any portion thereof, whether by reason of agreement, lease, farm lease or license, cell phone tower lease, adverse possession, prescriptive easement or establishment of a boundary by acquiescence. Except for applicable zoning and building restrictions and regulations, there are no covenants, easements, restrictions or private agreements that will prohibit development of the Remaining Bypass Road Property for commercial or residential purposes.

j. **Environmental**. The following statements are subject to any construction, development, or testing SITLA has completed.

i. To the best of the City's actual knowledge, there are no active or abandoned water wells on the Remaining Bypass Road Property;

ii. To the best of the City's actual knowledge, there are no, and have not been any, underground or aboveground storage tanks upon the Remaining Bypass Road Property;

iii. To the best of the City's actual knowledge, the Remaining Bypass Road Property has never been used as a landfill, dump or industrial or solid waste disposal area;

iv. To the best of the City's actual knowledge, there are no pending or threatened actions or proceedings by any local governmental body, sewage district, the Utah Department of Environmental Quality, the U.S. Environmental Protection Agency, or any other governmental entity regarding violation of any applicable environmental laws with respect to the Remaining Bypass Road Property, and there is no basis for any such action or proceeding;

v. To the best of the City's actual knowledge, the Remaining Bypass Road Property is in compliance with all Laws governing, establishing, limiting or otherwise affecting the use, discharge, storage, transportation or disposal of air, water or pollutants, process wastewater or solid, hazardous and/or toxic substances, materials or wastes, pesticides or environmentally threatening materials (collectively, "**Waste**");

vi. To the best of the City's actual knowledge, no waste is currently used, stored or disposed of on the Remaining Bypass Road Property;

vii. To the best of the City's actual knowledge, there are no private burial grounds located on the Remaining Bypass Road Property; and

viii. To the best of the City's actual knowledge, each of the Remaining Bypass Road Property and the City is in compliance with all Laws relating to Hazardous Materials (as defined below), which compliance includes the possession by such the City of all permits and other governmental authorities required under applicable Laws, and compliance with the terms and conditions thereof, and the City has not received any written notice that

alleges that the City or the Remaining Bypass Road Property is not in such compliance and there are no circumstances that may prevent or interfere with such compliance in the future. To the actual knowledge of the City, there is no Environmental Claim (as defined below) pending or threatened with regard to the Remaining Bypass Road Property or the City and there are no past or present actions, activities, circumstances, conditions, events or incidents relating to Hazardous Materials that could form the basis of any Environmental Claim against the City or against any person or entity, including persons or entities whose liability for any such Environmental Claim the City has or may have retained or assumed either contractually or by operation of law.

'Environmental Claim" means any and all actions (including investigatory, remedial or enforcement actions of any kind, administrative or judicial proceedings and orders or judgments arising out of or resulting therefrom), costs, claims, damages (including punitive damages), expenses (including attorneys', consultants' and experts' fees, court costs and amounts paid in settlement of any claims or actions), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief (whether or not based upon personal injury, property damage or contamination of, or adverse effects upon, the environment, water tables or natural resources), liabilities or losses arising from or relating to the presence or suspected presence of any Hazardous Materials in, on, under or about the Property or properties adjacent thereto.

"**Hazardous Materials**" shall mean any chemical, substance, waste or material that is deemed hazardous, toxic, a pollutant or a contaminant, under any federal, state or local statute, law, ordinance, rule, regulation or judicial or administrative order or decisions, now or hereafter in effect, or that has been shown to have significant adverse effects on human health or the environment. Hazardous Materials shall include substances defined as "hazardous substances", "hazardous materials", or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; in the regulations adopted and publications promulgated pursuant to such laws; and in the Hazardous Materials storage, use or discharge laws, regulations and ordinances of the State of Utah, County of Utah or Eagle Mountain City.

The phrase "actual knowledge of the City " or the phrase "the best of the City's actual knowledge" and words of similar import, as used in this Agreement and the foregoing representations and warranties, shall mean the current actual knowledge of the City's officials, employees, and agents, without such individuals having made any independent analysis, investigation, or inquiry with respect to the subject matter of the representations or warranties so qualified.

k. **OFAC**. To the actual knowledge of the City, the City and all beneficial owners and agents of the City, are currently (1) in compliance with and shall at all times during the term of this Agreement remain in compliance with the regulations of the Office of Foreign Assets Control ("**OFAC**") of the U.S. Department of Treasury and any statute, executive order or regulation relating thereto (collectively, the "**OFAC Rules**"), (2) not listed on, and shall not during the term of this Agreement be listed on, the Specially Designated Nationals and

Blocked Persons List maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order or regulation and (3) not a person or entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules.

l. **Anti-Corruption**. To the actual knowledge of the City, neither the City nor any employee or agent of the City has taken or shall take in connection with this Agreement or the Transfer any action, directly or indirectly, that would result in a violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any of the rules or regulations thereunder or any other anti-bribery/corruption legislation promulgated by any governmental body, and the City has, and shall keep during the term of this Agreement, in place reasonable procedures to ensure the foregoing.

m. **Survival; Indemnification**. All of the representations, warranties and agreements of the City set forth in this Agreement shall be true upon the Effective Date, shall be deemed to be repeated on and as of the Closing Date without the necessity of a separate certificate with respect thereto and shall survive the delivery of the Deed and other instruments and documents delivered at Closing for a period of one (1) year following Closing. The City hereby indemnifies and agrees to reimburse, defend and hold harmless SITLA and SITLA's officers, employees, and agents from, for and against any and all claims, demands, obligations, losses, costs, damages, liabilities, judgments or expenses (including reasonable attorneys' fees, charges and disbursements) arising from, asserted against, imposed on or incurred by SITLA, directly or indirectly, in connection with the breach of any representation or warranty set forth in this Agreement.

12. **SITLA's Representations and Warranties.** SITLA represents and warrants to and agrees with the City that, as of the date hereof, and as of the Closing Date:

a. **No Conflicts**. The execution and delivery of this Agreement, the consummation of the City Transfer, and compliance with the terms of this Agreement will not conflict with, or, with or without notice or the passage of time or both, result in a breach of any of the terms or provisions of, or constitute a default under, any agreement or other document or instrument to which SITLA is a party or by which SITLA is bound, or any applicable Law of any Authority, or any judgment, order or decree of any court having jurisdiction over SITLA or all or any portion of the Remaining Bypass Road Property, except SITLA's obligations under the Lease Agreement. The Master Developer's agreement for entering into this Agreement is evidenced by its signature below.

b. **Authority**. This Agreement and all other documents delivered by SITLA prior to or at the Closing (i) have been duly authorized, executed, and delivered by SITLA, (ii) are binding obligations of SITLA, (iii) are collectively sufficient to accept the conveyance of all of the City's right, title and interest in and to the Remaining Bypass Road Property and (iv) do not violate the formation documents of SITLA. SITLA has obtained all required consents, releases and approvals necessary to execute this Agreement and consummate the City Transfer. No consent of any officer, agent, creditor, judicial or administrative body, Authority, or other party is required in connection herewith which has not been obtained or will not be obtained prior to the Closing Date.

c. **Property Documents**. To the actual knowledge of SITLA, SITLA's Property Documents constitute all of the material documents relating to the Exchange ROW Property, and each of SITLA's Property Documents as delivered by SITLA constitutes a true, correct and complete copy of the same; there are no commitments or agreements affecting the Exchange ROW Property which have not been disclosed by SITLA to the City in writing; SITLA is not in default of SITLA's obligations or liabilities pertaining to the Exchange ROW Property or SITLA's Property Documents (including under any recorded covenants, conditions or restrictions); nor are there facts, circumstances, conditions or events that, after the giving of notice or lapse of time or both, would constitute a default by SITLA or any other party to SITLA's Property Documents.

d. **Litigation**. There are no judgments or other matters outstanding against or affecting SITLA that would have an adverse effect on SITLA's ability to perform its obligations under this Agreement, nor is there any action, charge, claim, demand, suit, proceeding, petition, governmental investigation, or arbitration now pending or, to the knowledge of SITLA, threatened against SITLA which could have an adverse effect on SITLA's ability to perform its obligations under this Agreement.

e. **SITLA's Authority; Validity of Agreements**. SITLA has or will have prior to the Closing full right, power and authority to accept the conveyance of the Remaining Bypass Road Property from the City as provided in this Agreement and to carry out its obligations hereunder. The individual(s) executing this Agreement and the instruments referenced herein on behalf of SITLA have the legal power, right and actual authority to bind the City to the terms hereof and thereof. This Agreement and all other documents and instruments to be executed and delivered by the City in connection with this Agreement shall be duly authorized, executed and delivered by the City and shall be valid, binding and enforceable obligations of the City.

f. **Anti-Corruption**. To the actual knowledge of SITLA, neither SITLA nor any officer, agent, owner, or partner of SITLA has taken or shall take in connection with this Agreement or the City Transfer any action, directly or indirectly, that would result in a violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any of the rules or regulations thereunder or any other anti- bribery/corruption legislation promulgated by any governmental body, and SITLA has, and shall keep during the term of this Agreement, in place reasonable procedures to ensure the foregoing.

g. **Survival; Indemnification**. All of the representations, warranties and agreements of SITLA set forth in this Agreement shall be true upon the Effective Date, shall be deemed to be repeated on and as of the Closing Date without the necessity of a separate certificate with respect thereto and shall survive the delivery of the Deed and other instruments and documents delivered at Closing for a period of one (1) year following Closing. SITLA hereby indemnifies and agrees to reimburse, defend and hold harmless the City and the City's officers, employees, agents, and elected and appointed officials from, for and against any and all claims, demands, obligations, losses, costs, damages, liabilities, judgments or expenses (including reasonable attorneys' fees, charges and disbursements) arising from, asserted against, imposed on or incurred by the City, directly or indirectly, in

connection with the breach of any representation or warranty set forth in this Agreement.

13. **Exchange ROW Closing**.

a. **Timing**. The Parties shall sign the road dedication plat dedicating the Exchange ROWs to the City (the "**Road Dedication Plat**") and submit the fully executed plat to the Escrow Agent within 180 days or less from the Effective Date of this Agreement (the "**Plat Delivery Date**"), or at such earlier time as the Parties may mutually agree in writing; provided, however, in no event shall the Plat Delivery Date precede the Closing. The Owners Dedication section of the Road Dedication Plat shall include a reservation of the mineral estate and be in a form acceptable to SITLA. It is agreed that time is of the essence with respect to the Plat Delivery Date and all time and date deadlines set forth in this Agreement. The "**Plat Delivery**" shall mean the consummation of the Escrow Agent recording in the Official Records of the Utah County Recorder's Office in the State of Utah.

b. **Place of Closing**. The Plat Delivery shall be coordinated by Eagle Mountain City c/o Fionnuala Kofoed (the "**Escrow Agent**"). At the Plat Delivery, SITLA shall deliver possession of the Exchange ROW Property to the City.

14. **Default; Remedies.** If either Party shall default in any of its obligations under this Agreement, and such default shall continue for ten (10) Business Days after the other Party has given written notice specifying the nature of such default, and such default is not waived or cured, then:

a. **Default by City**. In the event this transaction fails to close due to the City's fault or inability to close, SITLA shall be entitled to specific performance. Without limiting the generality of the foregoing, SITLA hereby waives any rights to seek or obtain monetary damages, punitive damages, consequential damages or special damages.

b. **Default by SITLA**. In the event this transaction fails to close due to SITLA's fault then the City shall be entitled to specific performance. Without limiting the generality of the foregoing, the City hereby waives any rights to see or obtain monetary damages, punitive damages, consequential damages, or special damages.

15. **"As Is" Property Land Exchange.**

a. **"As Is" Remaining Bypass Road Property Land Exchange**. Except as is expressly set forth in this Agreement to the contrary, the City is expressly conveying the Remaining Bypass Road Property in its existing condition **"AS IS, WHERE IS, AND WITH ALL FAULTS"** with respect to all facts, circumstances, conditions and defects, and, except as is expressly set forth in this Agreement to the contrary, the City has no obligation to determine or correct any such facts, circumstances, conditions or defects or to compensate SITLA for same. The City has specifically bargained for the assumption by SITLA of all responsibility to investigate the Remaining Bypass Road Property, laws and regulations, rights, facts, leases, service contracts and violations and of all risk of adverse conditions and has structured the terms of this Agreement in consideration thereof. SITLA has undertaken all such investigations of the Remaining Bypass Road Property, laws and

regulations, rights, facts, leases, service contracts and violations as SITLA deems necessary or appropriate under the circumstances as to the status of the Remaining Bypass Road Property and based upon same, except as is expressly set forth in this Agreement to the contrary, SITLA is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel and officers and SITLA is and will be fully satisfied that the consideration set forth in Section 2 is fair and adequate consideration for the Remaining Bypass Road Property and, by reason of all the foregoing, SITLA assumes the full risk of any loss or damage occasioned by any fact, circumstance, condition, or defect pertaining to the Remaining Bypass Road Property.

b. **"As Is" Exchange ROW Land Exchange**. Except as is expressly set forth in this Agreement to the contrary, SITLA is expressly conveying the Exchange ROW land in its existing condition **"AS IS, WHERE IS, AND WITH ALL FAULTS"** with respect to all facts, circumstances, conditions and defects, and, except as is expressly set forth in this Agreement to the contrary, SITLA has no obligation to determine or correct any such facts, circumstances, conditions or defects or to compensate the City for same. SITLA has specifically bargained for the assumption by the City of all responsibility to investigate the Exchange ROW land, laws and regulations, rights, facts, leases, service contracts and violations and of all risk of adverse conditions and has structured the terms of this Agreement in consideration thereof. The City has undertaken all such investigations of the Exchange ROW land, laws and regulations, rights, facts, leases, service contracts and violations as the City deems necessary or appropriate under the circumstances as to the status of the Exchange ROW land and based upon same, except as is expressly set forth in this Agreement to the contrary, the City is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel and officers and the City is and will be fully satisfied that the consideration set forth in Section 2 is fair and adequate consideration for the Exchange ROW land and, by reason of all the foregoing, the City assumes the full risk of any loss or damage occasioned by any fact, circumstance, condition, or defect pertaining to the Exchange ROW land.

16. **General Provisions.**

a. **Further Assurances**. Each Party will, except as otherwise proved herein, whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants, contingencies and agreements herein provided. SITLA and the City agree to use their best efforts in cooperation to carry out the intent of this Agreement.

In addition to the actions recited herein and contemplated to be performed, executed and/or delivered by SITLA and the City, SITLA and the City agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, instruments, deeds and assurances as may be reasonably required to consummate the City Transfer.

b. **Non-Merger**. The terms of this Agreement shall not merge into the Deed at Closing and

shall survive the Closing.

c. **Assignment**. SITLA shall not assign this Agreement to any entity other than an affiliate of SITLA without the City's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

d. **Binding Agreement**. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective heirs, legal representatives, successors and assigns.

e. **Headings, Captions, and Terms**. All headings or captions in this Agreement are solely for the convenience of the parties and are not controlling as to application or interpretation. Words, terms, or clauses contained herein which are in bold print, underlined, or contained within quotation marks shall be considered to be defined terms having the meaning as set forth herein. Paragraph or section titles are merely for convenience and are not defined terms.

f. **Counterparts**. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A scanned or photocopy signature on this Agreement, any amendment hereto, any non-recorded closing document, or any notice delivered hereunder shall have the same legal effect as an original signature.

g. **Severability**. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provision of this Agreement.

h. **Waiver of Breach**. Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have. Neither Party may waive any condition or breach of any term, covenant or condition of this Agreement, except in a writing signed by the waiving Party and specifically describing the condition or breach waived. The waiver by either Party of any condition or breach of any representation, term, condition or covenant contained in this Agreement shall not be deemed to be a waiver of any other condition, representation, term or of any subsequent breach of the same or of any other term, condition or covenant of this Agreement.

i. **Attorney's Fees**. If any action is brought by either Party against the other Party, relating to or arising out of this Agreement the prevailing Party shall be entitled to recover from the other Party the reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The provisions of this Section 16(i) shall survive the termination of this Agreement and the entry of any judgment and shall not merge, or be deemed to have merged, into any judgment.

j. **Amendment**. This Agreement may not be modified except by an instrument in writing

signed by the Parties hereto.

k. **Governing Law**. This Agreement is entered into in Utah County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

l. **Venue**. Any action to enforce this Agreement shall be brought only in the Fourth District Court for the State of Utah, Utah County.

m. **Notices**. Whenever any notice is required or permitted under this Agreement, it shall be in writing and shall be delivered personally, with acknowledgment of receipt being obtained by the delivering Party, or by U.S. Certified Mail, return receipt requested, or by overnight delivery service by a reliable company, such as Federal Express or United Parcel Service, or by electronic mail as set forth below. Until further notification by written notice in the manner required by this Section 16(m) notices to the Parties shall be delivered as follows:

If to the City:

Eagle Mountain
Attn: City Recorder
1650 E. Stagecoach Run
Eagle Mountain, UT 84005
recorder@emcity.org

If to SITLA:

Trust Lands Administration
Attn: Real Estate Development Group
102 S. 200 East, Suite 600
Salt Lake City, UT 84111
aaronlangston@utah.gov

A Notice of Change of Address may be delivered to the other Party in the same manner as any other notice under this Section.

n. **Interpretation**. The section headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter or affect the meaning or interpretation of any provision hereof. Whenever the singular number is used, and when required by the context, the same includes the plural, and the masculine gender includes the feminine and neuter genders. All references herein to "Section" or "Exhibit" reference the applicable Section of this Agreement or Exhibit attached hereto; and all Exhibits attached hereto are incorporated herein and made a part hereof to the same extent as if they were included in the body of this Agreement. The use in this Agreement of the words "including", "such as" or words of similar import when used with reference to any general term, statement or matter shall not be construed to limit such statement, term or matter to the specific statements, terms or matters, unless language of limitation, such as "and limited to" or words of similar import are used with reference thereto. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such statement, term or matter.

o. **Construction**. Whenever used herein including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.

p. **Business Days**. As used herein, the term "**Business Day**" shall mean a day that is not a Saturday, Sunday, legal holiday in the State of Utah, or Federal holiday. All other references to "days" hereunder shall mean calendar days. If the date for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday or legal holiday in the State of Utah, then the date for performance thereof shall be extended to the next Business Day. All time periods, including the commencement and expiration of any time periods, shall be set by the time zone in effect in Utah in determining each event.

q. **Third-Party Beneficiaries**. This Agreement does not create a joint venture relationship, partnership or agency relationship between the City and SITLA. Further, the Parties do not intend this Agreement to create any third-party beneficiary rights.

r. **Force Majeure**. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

s. **Time is of the Essence**. Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.

t. **Mutual Drafting**. Each party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either party based on which party drafted any particular portion of this Agreement.

u. **Entire Agreement**. This Agreement, including all Exhibits attached hereto, contains the entire agreement between the City and SITLA, and all prior communications or agreements between the Parties or their respective representatives, whether oral or written, are merged into this Agreement and extinguished. No agreement, representation or inducement shall be effective to change, modify or terminate this Agreement, in whole or in part, unless in writing and signed by the Party or Parties to be bound by such change, modification or termination. The Parties acknowledge and agree that this Agreement represents a negotiated agreement, having been drafted, negotiated and agreed upon by the Parties and their respective legal counsel. Therefore, the Parties agree that the fact that one Party or the other Party may have been primarily responsible for drafting or editing this Agreement shall not, in any dispute over the terms of this Agreement, cause this Agreement to be interpreted against such Party.

17. **Authority.** The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this Agreement lawfully binding the City pursuant to Resolution No. _____ adopted by the City Council on December 16, 2025.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

[Signatures on following page]

EAGLE MOUNTAIN CITY

TOM WESTMORELAND, Mayor

ATTEST

Gina L. Olsen, City Recorder

MARCUS DRAPER, City Attorney
Approved as to form

STATE OF UTAH,
School and Institutional
Trust Lands Administration

_____
Michelle E. McConkie, Director

Approved as to Form:

_____
Dawn J. Soper, Special Assistant Attorney General

Consent to Agreement:

IVORY HOMES, LTD.
A Utah Limited Partnership

_____
Ryan Tesch, Chief Financial Officer

TABLE OF EXHIBITS

Exhibit “A”	Legal Description of Remaining Bypass Road Property
Exhibit “B”	General Depiction of Remaining Bypass Road Property
Exhibit “C”	Legal Descriptions of Exchange ROWs
Exhibit “D”	General Depiction of Exchange ROWs
Exhibit “E”	Form of Special Warranty Deed

EXHIBIT "A"
Legal Description of Remaining Bypass Road Property

Bypass Road Parcel 1

A Parcel of land located in the Southeast Quarter of Section 36, Township 5 South, Range 2 West, Salt Lake Base and Meridian, and the East Half of Section 1 and the Northeast Quarter of Section 12 of Township 6 South, Range 2 West, Salt Lake Base and Meridian. Parcel being 10.00 feet in width, and described as follows:

Beginning at a point South 89°46'3 1" East 2439.25 feet and North 1898.44 feet from the South Quarter Corner of Section 1, Township 6 South, Range 2 West, Salt Lake Base and Meridian. To a point on a 1633.83 foot radius curve to the left; thence 867.49 feet along the arc of said curve through a central angle of 30°25' 17" (radial line bears North 59°32'37" West) to a point of tangency; thence North 00°02'06" East 2657.54 feet to a point on a 1104.67 foot radius curve to the left; thence 1268.61 feet along the arc of said curve through a central angle of 65°47'56" (radial line bears North 89°57'54" West); thence South 65°45'50" East 2.08 feet to a point on a 1194.67 foot radius curve to the right; thence 1371.97 feet along the arc of said curve through a central angle of 65°47'56" (radial line bears South 24°14'10" West) to a point of tangency; thence South 00°02'06" West 638.42 feet to a point on the south Section line of section 36; thence along said section line North 89°15'35" West 45.00 feet to the Northeast Corner of Section 1; thence South 00°02'06" West 1991.59 feet to the East Quarter Corner of said Section 1; thence South 00°01 '49" West 218.24 to a point on a 1723.83 foot radius curve to the right; thence 520.61 feet along the arc of said curve through a central angle of 17°18'13" (radial line Bears North 76°50'50" West); thence South 30°27'23" West 84.15 feet to the point of beginning.

Containing 2.21 Acres. (0.66 acres in Section 36, 1.55 acres in Section 1)

Bypass Road Parcel 2

A Parcel of land located in the Southeast Quarter of Section 36, Township 5 South, Range 2 West, Salt Lake Base and Meridian, and the East Half of Section 1 and the Northeast Quarter of Section 12 of Township 6 South, Range 2 West, Salt Lake Base and Meridian. Parcel being 35.00 feet in width, and described as follows:

Beginning at a point on the east right-of-way line of Sweetwater Road said point being South 89°46'3I" East 489.70 feet and South 00°16'35" East 1095.38 feet from the South Quarter Corner of Section 1, Township 6 South, Range 2 West, Salt Lake Base and Meridian. Said point also being on a 345.00 foot radius curve to the right; thence 47.09 feet along the arc of said curve through a central angle of 07°49'15" (radial line bears South 47°56'02" East) to a point of tangency; thence North 49°53'13" East 84.57 feet to a point of tangency on a 555.00 foot radius curve to the left; thence 188.22 feet along the arc of said curve through a central angle of 19°25'50" (radial line bears North 40°06'47" West) to a point of tangency; thence North 30°27'23" East 3334.07 feet to a point of tangency on a 1633.83 foot radius curve to the left; thence 867.49 feet along the arc of said curve through a central angle of 30°25' 17" (radial line bears North 59°32'37" West) to a point of tangency; thence North 00°02'06" East 2456.44 feet to a point of tangency on a 1104.67 foot radius curve to the left; thence

1268.61 feet along the arc of said curve through a central angle of 65°47'56" (radial line bears North 89°57'54" West) to a point of tangency; thence North 65°45'50" West 423.30 feet to a point on the East right-of-way line of Sweetwater Road; thence along said right-of-way line North 24°14'10" East 88.40 feet to a point on a 455 foot radius curve to the right; thence 1.60 feet along the arc of said curve through a central angle of 00°12'05" (chord bears North 24°20' 12" East 1.60 feet); thence South 65°45'50" East 421.22 feet to a point of tangency on a 1104.67 foot radius curve to the right; thence 1268.61 feet along the arc of said curve through a central angle of 65°47'56" (radial line bears South 24°14"10" West) to a point of tangency; thence South 00°02'06" West 2657.52 feet to a point of tangency on a 1633.83 foot radius curve to the right; thence 867.49 feet along the arc of said curve through a central angle of 30°25' 17" (radial line bears North 89°57"54" West); thence South 30°27'23" West 3249.93 feet to a point of tangency on a 645.00 foot radius curve to the right; thence 218.74 feet along the arc of said curve through a central angle of 19°25"50" (radial line bears North 59°32'37" West) to a point of tangency; thence South 49°53'13" West 84.57 feet to a point of tangency on a 255.00 foot radius curve to the left; thence 223.26 feet along the arc of said curve through a central angle of 50°09'48" (radial line bears South 40°06'47" East); thence North 00°16'35" West 232.38 feet to the point of beginning.

Containing: 13.86 Acres (2.96 acres in Section 36, 7.97 acres in Section 1, 2.93 acres in Section 12)

Bypass Road Parcel 3

A Parcel of land located in the Southeast Quarter of Section 36, Township 5 South, Range 2 West, Salt Lake Base and Meridian, and the East Half of Section 1 and the Northeast Quarter of Section 12 of Township 6 South, Range 2 West, Salt Lake Base and Meridian. Parcel Being 55.00 Feet in width, and described as follows:

Beginning at a point South 89°46'31" East 2361.66 feet and North 00°00'00" East 1943.75 feet from the South Quarter Comer of Section 1, Township 6 South, Range 2 West, Salt Lake Base and Meridian. Said point being on a 1543.83 foot radius curve to the left; thence 819.70 feet along said curve through a central angle of 30°25' 17" (radial line bears North 59°32'37" West) to a point of tangency; thence North 00°02'06" East 2657.56 feet to a point of tangency on a 1014.67 foot radius curve to the left; thence 1165.25 feet along the arc of said curve through a central angle of 65°47'56" (radial line bears North 89°57'54" West); thence South 65°45'50" East 1.02 feet to a point on a 1104.67 foot radius curve to the right; thence 1269.68 feet along the arc of said curve through a central angle of 65°51'16" (radial line bears South 24°10'50" West) to a point of tangency; thence South 00°02'06" West 2456.44 feet to a point of tangency on a 1633.83 foot radius curve to the right; thence 867.49 feet along the arc of said curve through a central angle of 30°25' 17" (radial line bears North 89°57'54" West); thence South 30°27"23" West 84.18 feet to the point of beginning.

Containing: 4.28 Acres (3.08 acres in Section 36, 1.20 acres in Section 1)

Total Bypass Road: 20.35 acres

From State of Utah Exchange Patent No. 19679; recorded in Utah County as Entry 19071:2005 on 2005 Feb 24.

Less and excepting:

BYPASS ROAD

(NORTH) LESS AND EXCEPTING:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND BEING DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTH QUARTER CORNER OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, NORTH 00°35'51" EAST ALONG THE WEST SECTION LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1812.73 FEET AND SOUTH 89°24'09" EAST, A DISTANCE OF 580.97 FEET TO THE POINT OF BEGINNING; THENCE NORTH 24°30'42" EAST, A DISTANCE OF 88.40 FEET; THENCE NORTH 24°36'44" EAST, A DISTANCE OF 1.60 FEET; THENCE SOUTH 65°29'18" EAST, A DISTANCE OF 30.96 FEET; THENCE SOUTH 24°30'48" WEST, A DISTANCE OF 90.00 FEET; THENCE NORTH 65°29'18" WEST, A DISTANCE OF 30.96 FEET TO THE POINT OF BEGINNING.

CONTAINS: 2,786 SF. / 0.064 AC.±

BYPASS ROAD

(SOUTH) LESS & EXCEPTING:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND BEING DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN NORTH 89°29'59" WEST ALONG THE SECTION LINE, A DISTANCE OF 2673.21 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 12; THENCE SOUTH 00°23'18" WEST ALONG WEST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1328.70 FEET; THENCE SOUTH 89°36'42" EAST PERPENDICULAR TO SAID QUARTER LINE, A DISTANCE OF 498.71 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE NORTH 00°00'02" EAST, A DISTANCE OF 232.37 FEET TO THE BEGINNING OF A NON-TANGENT 345.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 43.14 FEET (CENTER = 7°09'51" AND CHORD BEARS: NORTH 45°55'25" EAST 43.11 FEET); THENCE SOUTH 00°00'04" EAST, A DISTANCE OF 140.56 FEET TO THE BEGINNING OF A NON-TANGENT 255.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 126.99 FEET (CENTER = 28°31'56" AND CHORD BEARS: SOUTH 14°16'09" WEST 125.68 FEET) TO THE POINT OF BEGINNING.

CONTAINS 5,134 SF. / 0.118 AC.±

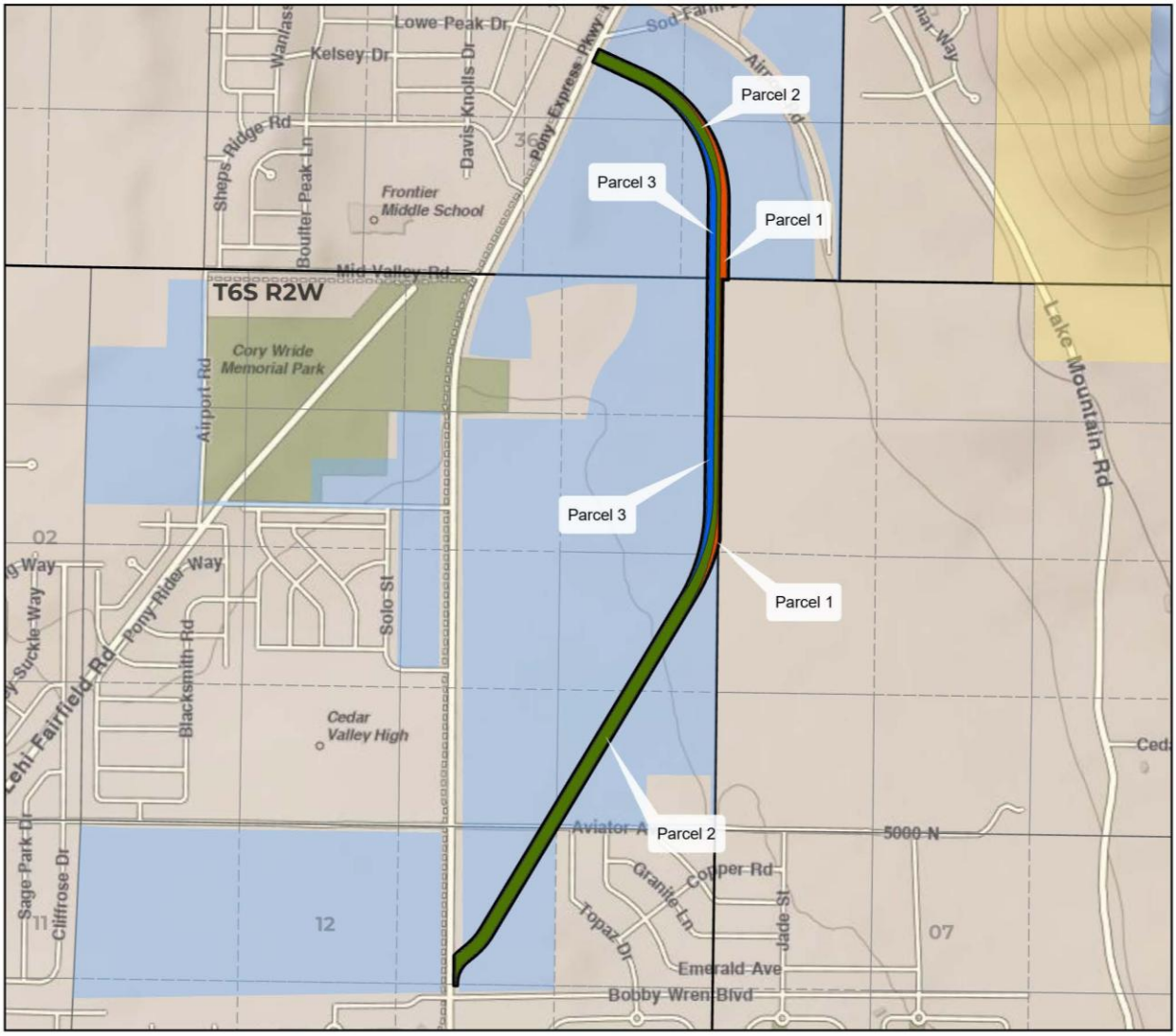
Total "less and excepting": 0.182 acres

Total Remaining Bypass Road Property: 20.168 acres

EXHIBIT "B"
General Depiction of Remaining Bypass Road Property

TRUST LANDS ADMINISTRATION

Exchange Contract No. 396
Bypass Road Exchange Overland Eagle Mountain
Ivory Homes LTD.
Within T5/6S R2W
Utah County



Exchange 396 - 20.35 Acres
Parcel 1 (2.21 Acres)
Parcel 2 (13.86 Acres)
Parcel 3 (4.28 Acres)

Land Ownership And Administration
Bureau of Land Management
Private
State Trust Lands



Data represented on this map is for REFERENCE USE ONLY and is not suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. The Trust Lands Administration provides this data in good faith and shall in no event be liable for any incorrect results, or any special, indirect or consequential damages to any party, arising out of or in connection with the use or the inability to use the data hereon. Land parcels, lease boundaries and associated Trust Lands Administration data layers may have been adjusted to allow for visual "best fit." The Surface Ownership Land Status data (if present) are maintained by the Trust Lands Administration to reflect current trust lands status and surface ownership. Lakes, rivers, streams, highways, roads, county and state boundaries are distributed by the Utah Geospatial Resource Center and/or other sources as specified. Contour lines (if present) were generated from USGS 10 meter DEM. Please Note: While the Trust Lands Administration seeks to verify data for accuracy and content, discrepancies may exist within the data. Acquiring the most updated Trust Lands Administration ownership GIS data may require contacting the GIS staff directly 801-538-5100 or TLA-GIS@utah.gov. The Trust Lands Administration GIS department welcomes your comments and concerns regarding the data and will attempt to resolve issues as they are brought to our attention. Produced: August 11, 2025 - nicholaswilcox

Document Path: V:\GIS\GIS_Group\Nic\Pro Projects\2025_EditAndProjects\2025_Development_Edit\2025_Development_Edit.aprx

Coordinate System: NAD 83 UTM Zone 12N

EXHIBIT "B" continued
Enlargement of Remaining Bypass Road Property Map

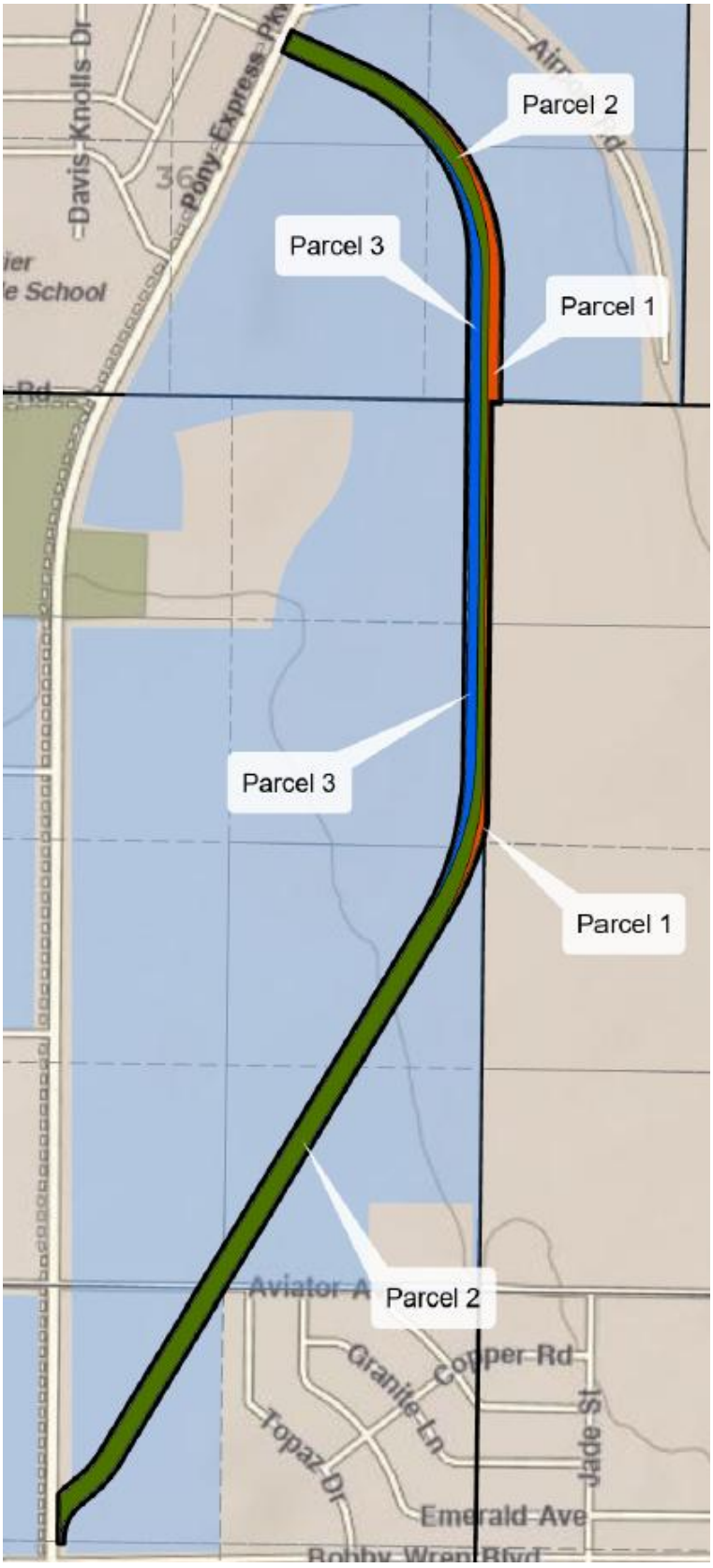


EXHIBIT "C"
Legal Descriptions of Exchange ROWs

Summary:

Exchange ROW	Acres	Square Feet
Aviator Avenue (East)	3.240	141,141
Desert Willow Drive (East)	3.887	169,309
Desert Willow Drive (West-1)	0.310	13,498
Desert Willow Drive (West-2)	1.859	80,979
Mid Valley Road Phase 3 (East)	6.676	290,823
Oquirrh Ranch Parkway (East)	0.268	11,689
Road Parcel 1	1.650	71,862
Road Parcel 2	2.239	97,511
Overland Roads Total	**20.129**	**876,819**

Legal Descriptions in Alphabetic Order:

AVIATOR AVENUE (EAST)

A PARCEL OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER (SE-1/4) OF SECTION 01, AND THE NORTHEAST QUARTER (NE-1/4) OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, STATE OF UTAH, SAID PARCEL BEING AVIATOR AVENUE, EAST OF PONY EXPRESS PARKWAY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SECTION CORNER COMMON TO SECTIONS 01 & 12, TOWNSHIP 6 SOUTH, RANGE 2 WEST, AND SECTIONS 06 & 07, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE N 89° 29' 59" W, ALONG THE SECTION LINE, A DISTANCE OF 1336.60 FEET, MORE OR LESS TO THE EAST SIXTEENTH (E-1/16TH) CORNER COMMON TO SAID SECTIONS 01 & 12; THENCE S 00° 25' 43" W, ALONG THE 1/16TH LINE AND THE EAST LINE OF THE STATE LANDS, A DISTANCE OF 26.50 FEET; S 86° 58' 45" W, A DISTANCE OF 439.64 FEET; THENCE N 89° 29' 59" W, A DISTANCE OF 349.19 FEET; THENCE S 45° 14' 59" W, A DISTANCE OF 38.72 FEET, TO EAST LINE OF PONY EXPRESS TRAIL EXPANSION RECORD AS ENTRY NO.: 75611:2018; THENCE N 00° 00' 04" W, ALONG SAID WEST LINE, A DISTANCE OF 147.00 FEET; S 44° 45' 02" E, FOR A DISTANCE OF 39.06 FEET; THENCE S 89° 29' 59" E, A DISTANCE OF 350.00 FEET; THENCE N 88° 55' 25" E, A DISTANCE OF 436.14 FEET; S 89° 29' 59" E, PARALLEL WITH AND 50.50 FEET PERPENDICULARLY DISTANT NORTHER OF AFORESAID SECTION LINE, A DISTANCE OF 1275.6435 FEET TO THE

BEGINNING OF A CURVE; THENCE ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 90° 11' 42", A DISTANCE OF 39.35 FEET, HAVING A RADIUS OF 25.00 FEET, AND WHOSE LONG CHORD BEARS N 45° 24' 10" E, A DISTANCE OF 35.42 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE S 89° 41' 41" E, PERPENDICULAR TO THE AFORESAID EAST LINE OF SECTION 01, A DISTANCE OF 38.50 FEET TO, TO THE SECTION LINE; THENCE S 00° 18' 19" W, ALONG SAID SECTION LINE, A DISTANCE OF 75.72 FEET TO THE POINT OF BEGINNING.

CONTAINS: 141,141 SQ. FT., OR 3.240 ACRES

DESERT WILLOW DRIVE (EAST)

A PARCEL OF LAND SITUATE WITHIN THE EAST HALF (E-1/2) OF SECTION 01, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, STATE OF UTAH, SAID PARCEL BEING DESERT WILLOW DRIVE EAST OF PONY EXPRESS PARKWAY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE QUARTER CORNER COMMON TO SECTION 01, TOWNSHIP 6 SOUTH, RANGE 2 WEST AND SECTION 06, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S 00° 18' 19" W, ALONG THE SECTION LINE, A DISTANCE OF 63.20 FEET; THENCE N 89° 41' 41" W, PERPENDICULAR TO SAID SECTION LINE, A DISTANCE OF 38.50 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; THENCE ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 89° 43' 45", A DISTANCE OF 39.15 FEET, HAVING A RADIUS OF 25.00 FEET, AND WHOSE LONG CHORD BEARS N 44° 33' 33" W, A DISTANCE OF 35.27 FEET, TO A POINT OF TANGENCY; THENCE N 89° 25' 26" W, PARALLEL WITH AND 38.50 FEET PERPENDICULARLY DISTANT SOUTHERLY OF THE EAST-WEST CENTER QUARTER LINE, A DISTANCE OF 2078.02 FEET TO THE BEGINNING OF A CURVE; THENCE ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 90° 34' 38", A DISTANCE OF 39.52 FEET, HAVING A RADIUS OF 25.00 FEET, AND WHOSE LONG CHORD BEARS S 45° 17' 15" W, A DISTANCE OF 35.53 FEET, TO THE EAST LINE OF PONY EXPRESS PARKWAY TRAIL EXPANSION PARCEL, RECORDED AS ENTRY NO.: 75611:2018; THENCE N 00° 00' 04" W, ALONG SAID EAST LINE, A DISTANCE OF 127.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE; THENCE ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 89° 25' 22", A DISTANCE OF 39.02 FEET, HAVING A RADIUS OF 25.00 FEET, AND WHOSE LONG CHORD BEARS S 44° 42' 45" E, A DISTANCE OF 35.18 FEET, TO A POINT OF TANGENCY; THENCE S 89° 25' 26" E, PARALLEL WITH AND 38.50 FEET PERPENDICULARLY DISTANT NORTHERLY OF AFORESAID EAST-WEST CENTER QUARTER LINE, A DISTANCE OF 2078.70 FEET TO THE BEGINNING OF A CURVE; THENCE ALONG THE ARC OF CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 90° 15' 55", A DISTANCE OF 39.39 FEET, HAVING A RADIUS OF 25.00 FEET, AND WHOSE LONG CHORD BEARS N 45° 26' 37" E FOR A DISTANCE OF 35.44 FEET; THENCE S 89° 41' 21" E, PERPENDICULAR TO THE EAST

LINE OF SAID SECTION 01, A DISTANCE OF 38.50 FEET, TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 01; THENCE S 00° 18' 39" W, ALONG SAID EAST LINE, A DISTANCE OF 63.79 FEET TO THE POINT OF BEGINNING.

CONTAINS: 169,309 SQ. FT., OR 3.887 ACRES.

DESERT WILLOW DR. (WEST-1):

A STRIP OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, DEDICATING A PORTION OF DESERT WILLOW DRIVE, AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN NORTH 89°25'26" WEST ALONG THE QUARTER SECTION LINE, A DISTANCE OF 2665.91 FEET TO THE CENTER OF SAID SECTION 1 AND THE POINT OF BEGINNING; THENCE SOUTH 89°25'26" EAST ALONG SAID QUARTER LINE, A DISTANCE OF 347.05 FEET TO THE WEST RIGHT-OF-WAY LINE OF PONY EXPRESS PARKWAY; THENCE SOUTH 00°00'04" EAST ALONG SAID WEST LINE, A DISTANCE OF 63.25 FEET TO THE BEGINNING OF A NON-TANGENT 25.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 39.02 FEET (CENTER = 89°25'22 AND CHORD BEARS: NORTH 44°42'45" WEST 35.18 FEET); THENCE NORTH 89°25'26" WEST, A DISTANCE OF 322.61 FEET TO THE WEST LINE OF AFORESAID SOUTHEAST QUARTER; THENCE NORTH 00°27'43" EAST ALONG SAID WEST LINE, A DISTANCE OF 38.50 FEET TO THE CENTER OF SECTION 1 AND THE POINT OF BEGINNING.

CONTAINS: 13,498 SF. / 0.310 AC.±

DESERT WILLOW DR. (WEST-2):

A STRIP OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, DEDICATING A PORTION OF DESERT WILLOW DRIVE, AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN NORTH 89°25'26" WEST ALONG THE EAST-WEST CENTER QUARTER SECTION LINE, A DISTANCE OF 3407.16 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°25'26" WEST CONTINUING ALONG SAID EAST-WEST LINE, A DISTANCE OF 1952.67 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 1; THENCE NORTH 01°22'36" EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 38.50 FEET; THENCE SOUTH 89°25'26" EAST, A DISTANCE OF 986.13 FEET; THENCE NORTH 01°14'19" EAST, A DISTANCE OF 6.99 FEET TO THE SOUTH LINE OF EAGLE MOUNTAIN CITY PROPERTY TAX ID: 59:033:0017, RECORDED AS ENT.: 19074:2005; THENCE SOUTH 89°17'58" EAST ALONG SAID SOUTH LINE AND THE SOUTH LINE OF TAX ID: 59:033:0011, RECORDED AS ENT.: 19072:2005; A

DISTANCE OF 965.48 FEET; THENCE SOUTH 00°00'04" EAST 43.40 FEET TO THE AFORESAID EAST-WEST CENTER QUARTER LINE AND THE POINT OF BEGINNING. CONTAINS: 80,979 SF. / 1.859 AC.±

MID VALLEY ROAD PHASE 3 (EAST)

A PARCEL OF LAND SITUATED WITHIN THE SOUTHEAST QUARTER (SE-1/4) OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 2 WEST, AND THE NORTHEAST QUARTER (NE-1/4) SECTION 1, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF
UTAH, STATE OF UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 01,TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S 00º18'39" W, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 61.00 FEET; THENCE N 89°22'22" W, A DISTANCE OF 1042.18 FEET, TO THE BEGINNING OF A CURVE; THENCE ALONG A 981.00 FOOT-RADIUS CURVE TO THE LEFT, A DISTANCE OF 256.83 FEET, THROUGH A CENTRAL ANGLE OF 15°00'00" , LONG CHORD BEARS S 83°07'38" W, A DISTANCE OF 256.09 FEET; THENCE S 75°37'38" W, A DISTANCE OF 368.88 FEET TO THE BEGINNING OF A CURVE; THENCE ALONG A 403.00 FOOT-RADIUS CURVE TO THE RIGHT, A DISTANCE OF 274.84 FEET, THROUGH A CENTRAL ANGLE OF 39°04'29", LONG CHORD BEARS N 84°50'08" W, A DISTANCE OF 269.54 FEET; THENCE N 65°17'53" W, A DISTANCE OF 68.89 FEET, TO THE EASTERLY LINE OF PONY EXPRESS PARKWAY, CONVEYED TO EAGLE MOUNTAIN CITY PER PATENT NO.: 92010:2018 ON FILE IN THE UTAH COUNTY RECORDER'S OFFICE; THENCE ALONG SAID EASTERLY LINE AND A NON-TANGENT 2374.00 FOOT-RADIUS CURVE TO THE RIGHT, A DISTANCE OF 122.01 FEET, THROUGH A CENTRAL ANGLE OF 02°56'41", LONG CHORD BEARS N 24°42'16" E, A DISTANCE OF 122.00 FEET; THENCE S 65°17'53" E, A DISTANCE OF 68.89 FEET TO THE BEGINNING OF A CURVE; THENCE ALONG A 281.00 FOOT-RADIUS CURVE TO THE LEFT, A DISTANCE OF 191.64 FEET, THROUGH A CENTRAL ANGLE OF 39°04'29", LONG CHORD BEARS S 84°50'08" E, A DISTANCE OF 187.94 FEET; THENCE N 75°37'38" E, A DISTANCE OF 368.88 FEET TO THE BEGINNING OF A CURVE; THENCE ALONG A 1103.00 FOOT-RADIUS CURVE TO THE RIGHT, A DISTANCE OF 288.76 FEET, THROUGH A CENTRAL ANGLE OF 15°00'00", LONG CHORD BEARS N 83°07'38" E, A DISTANCE OF 287.94 FEET; THENCE S 89°22'22" E, A DISTANCE OF 1042.05 FEET; THENCE S 88°59'19" E, A DISTANCE OF 793.99 FEET TO THE WEST RIGHT-OF-WAY LINE OF AIRPORT ROAD, CONVEYED TO EAGLE MOUNTAIN CITY PER PATENT ENT.: 19071:2005, ON FILE IN THE UTAH COUNTY RECORDER'S OFFICE; THENCE S 01°02'39" E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 61.04 FEET, TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE N 88°59'19" W, ALONG SAID SOUTH LINE, A DISTANCE OF 795.97 FEET TO THE POINT OF BEGINNING.

CONTAINS: 290,823 SQ. FT., OR 6.676 ACRES

ROAD PARCEL 1

A PARCEL OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER (SE-1/4) OF SECTION 01, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, STATE OF UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 01, SAID POINT BEING S 00º18’39” W, ALONG SAID SECTION LINE, A DISTANCE OF 61.00 FEET, FROM THE NORTHEAST CORNER OF SAID SECTION 01; THENCE S 00° 18' 39" W, CONTINUING ALONG SAID SECTION LINE, A DISTANCE OF 1866.84 FEET, TO A POINT 63.82 FEET FROM THE QUARTER CORNER; THENCE N 89° 41' 21" W, PERPENDICULAR TO SAID SECTION LINE, A DISTANCE OF 38.50 FEET; THENCE N 00° 18' 39" E, PARALLEL WITH AND 38.50 FEET PERPENDICULARLY DISTANT WESTERLY OF SAID SECTION LINE, A DISTANCE OF 1865.69 FEET, TO THE SOUTH LINE OF MID VALLEY ROAD AND A POINT ON A CURVE; THENCE ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 04º 55’53”, A DISTANCE OF 439.00 FEET, HAVING A RADIUS OF 439.00 FEET, AND WHOSE LONG CHORD BEARS N 88º 32’ 44” E, A DISTANCE OF 37.77 FEET; THENCE S 89º 59’ 19” E, A DISTANCE OF 0.75 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 71,862 SQ. FT., OR 1.650 ACRES

ROAD PARCEL 2

A PARCEL OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER (SE-1/4) OF SECTION 01, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, STATE OF UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 01, SAID POINT BEING S 0º18’19” W, ALONG SAID EAST LINE, A DISTANCE OF 63.20 FEET, FROM THE QUARTER CORNER COMMON TO SECTION 01, TOWNSHIP 6 SOUTH, RANGE 2 WEST AND SECTION 06, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE S 00° 18' 19" W, CONTINUING ALONG SAID EAST LINE OF SECTION 01, A DISTANCE OF 2532.76 FEET TO A POINT 75.72 FEET NORTH OF THE SECTION CORNER; THENCE N 89° 41' 41" W, PERPENDICULAR TO SAID SECTION LINE, A DISTANCE OF 38.50 FEET; THENCE N 00° 18' 19" E, PARALLEL WITH AND 38.50 FEET PERPENDICULARLY DISTANT WESTERLY OF SAID SECTION LINE, A DISTANCE OF 2532.76 FEET; THENCE S 89° 41' 41" E, PERPENDICULAR TO SECTION LINE, A DISTANCE OF 38.50 FEET TO THE POINT OF BEGINNING.

CONTAINS: 97,511 SQ. FT., OR 2.239 ACRES.

EXHIBIT "D"
General Depiction of Exchange ROWs
(north is to right side of map)

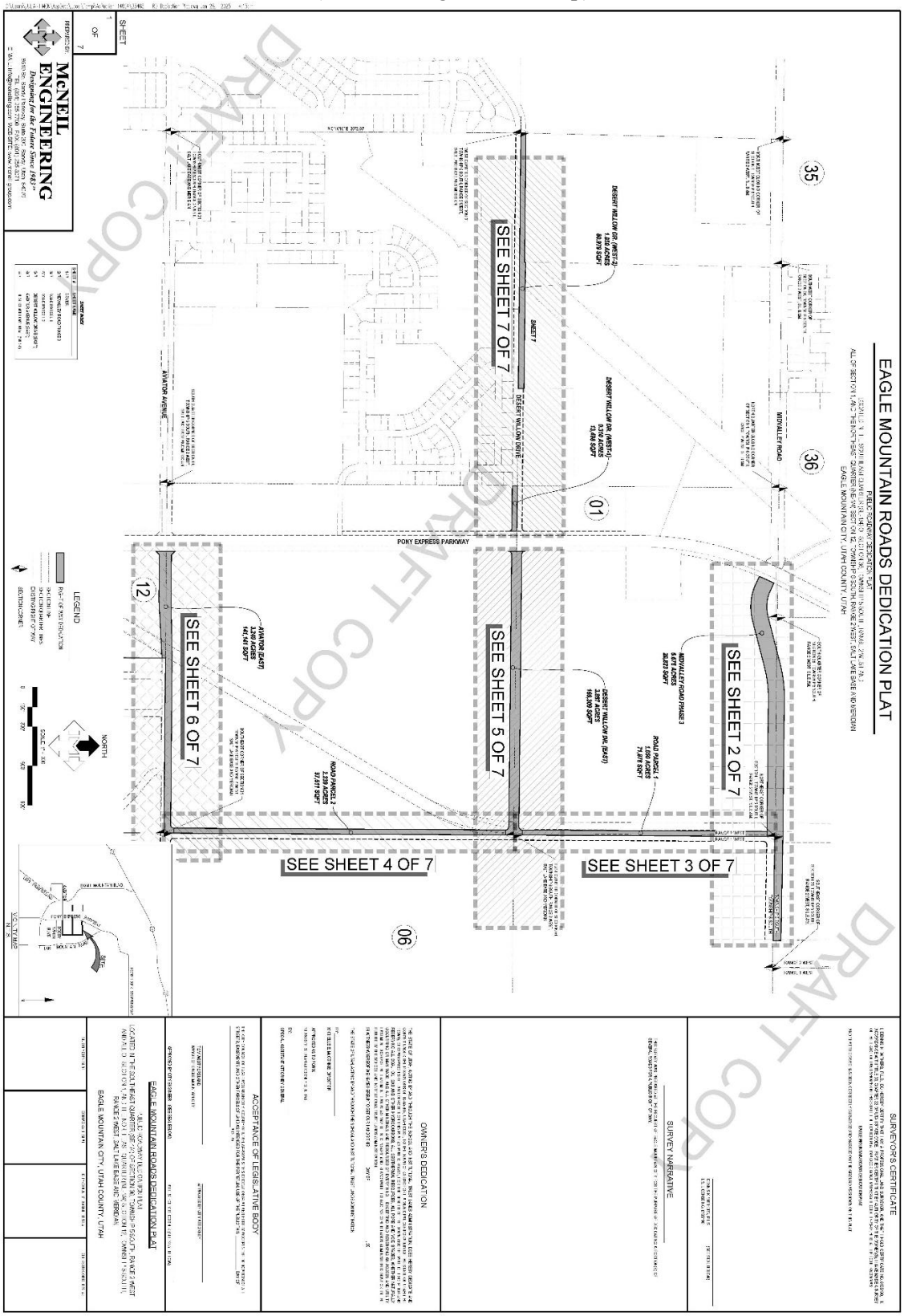
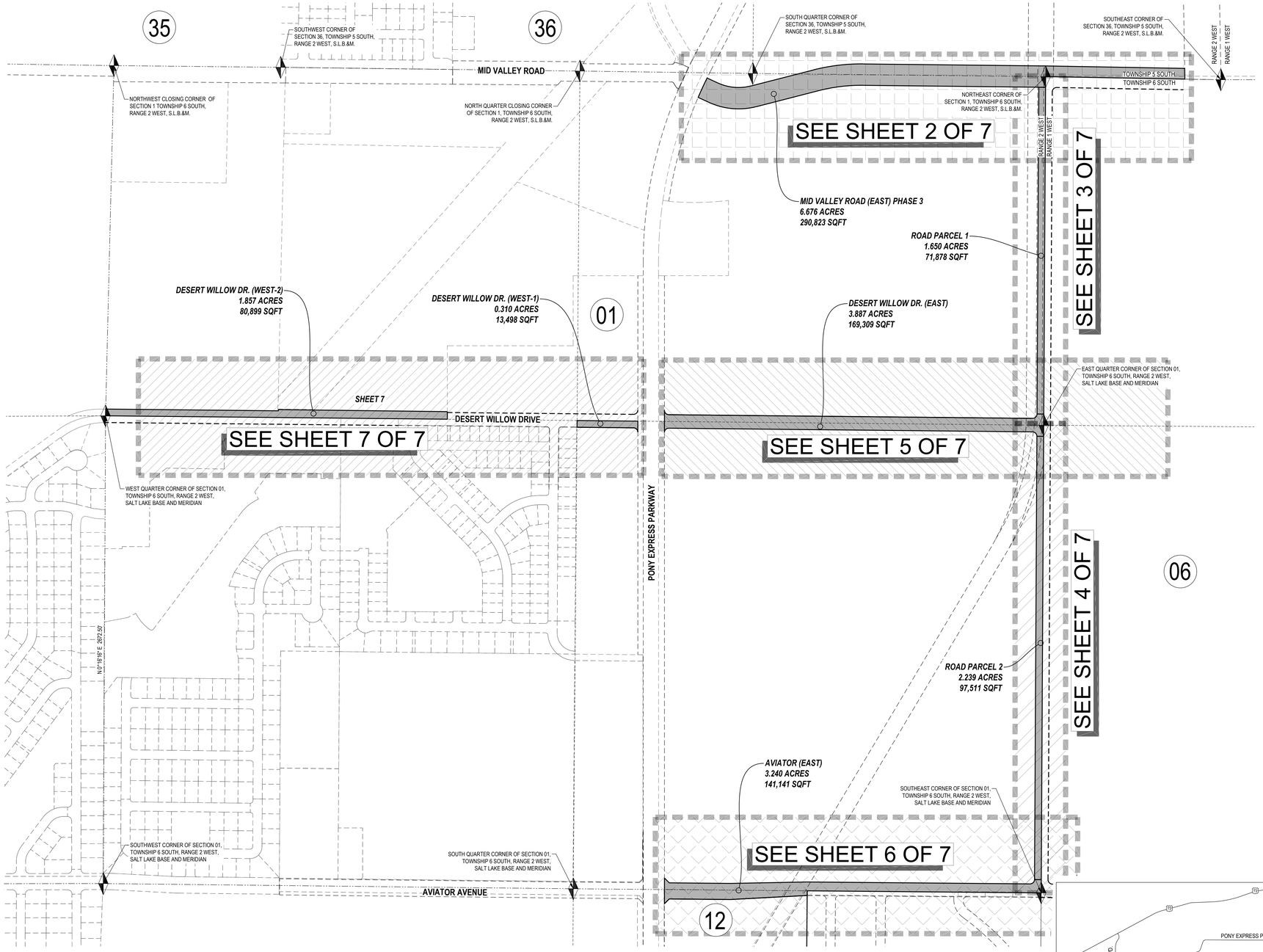


EXHIBIT "E"
Form of Special Warranty Deed

[City to provide]

OVERLAND ROADS DEDICATION PLAT

PUBLIC ROADWAY DEDICATION PLAT
LOCATED IN THE SOUTHEAST QUARTER (SE-1/4) OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 2 WEST AND
ALL OF SECTION 1, AND THE NORTHEAST QUARTER (NE-1/4) SECTION 12, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH



SHEET 1 OF 8

SHEET INDEX

SHEET #	SHEET NAME
1 / 8	COVER
2 / 8	MID VALLEY ROAD PHASE 3
3 / 8	ROAD PARCEL 1
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6 / 8	AVIATOR AVENUE (EAST)
7 / 8	DESERT WILLOW DRIVE (WEST)
8 / 8	OQUIRRH RANCH PARKWAY (EAST)

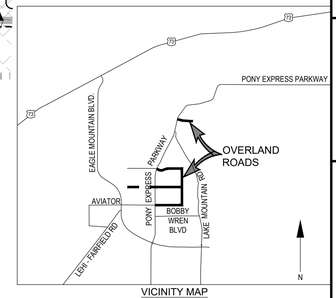
LEGEND

- RIGHT-OF-WAY DEDICATION
- SECTION LINE
- SECTION QUARTER LINES
- EXISTING RIGHT-OF-WAY
- SECTION CORNER

NORTH

SCALE: 1" = 300'

0 150' 300' 600' 900'



VICINITY MAP
N.T.S.

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SURVEYOR'S CERTIFICATE

I, DENNIS K. WITHERS, P.L.S., DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO.6135190, IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF UTAH STATE CODE. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNER(S), I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS STREET DEDICATION PLAT IN ACCORDANCE WITH STATE CODE 17-23-17, HEREAFTER TO BE KNOWN AS:

OVERLAND ROADS DEDICATION PLAT

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND MARKED ON THE GROUND AS SHOWN ON THIS PLAT.

DENNIS K. WITHERS, P.L.S. (SEE SEAL BELOW)
L.S. LICENSE NO. 6135190

SURVEY NARRATIVE

THIS SURVEY WAS PREPARED AT THE REQUEST OF EAGLE MOUNTAIN CITY FOR THE PURPOSE OF DEDICATING A PORTION(S) OF SEVERAL ROADS FOR A PUBLIC RIGHT-OF-WAY.

OWNER'S DEDICATION

THE STATE OF UTAH, ACTING BY AND THROUGH THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION, DOES HEREBY DEDICATE AND CONVEY UNDER THE PROVISIONS OF 10-9A-607, UTAH CODE, TO EAGLE MOUNTAIN CITY, A MUNICIPAL CORPORATION OF THE STATE OF UTAH (THE CITY), CERTAIN PARCELS OF LAND DEPICTED ON THIS PLAT AS PUBLIC ROADS, FOR THE BENEFIT OF THE CITY AND THE PUBLIC, EXCEPTING AND RESERVING ALL COAL, OIL, GAS AND OTHER HYDROCARBONS, ALL GEOTHERMAL RESOURCES, ALL PORE AND VOID SPACES, WHETHER NATURALLY OCCURRING OR MAN MADE, AND ALL OTHER MINERALS AND RESOURCES OF EVERY KIND AND EXCEPTING AND RESERVING AN ACCESS AND UTILITY EASEMENT ACROSS THE EASEMENT LANDS AS MAY BE NECESSARY AND REASONABLE TO ACCESS OTHER LANDS ADMINISTERED NOW OR IN THE FUTURE BY THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____, 20_____.

THE STATE OF UTAH, ACTING BY AND THROUGH THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION

BY: _____
MICHELLE E. McCONKIE, DIRECTOR

APPROVED AS TO FORM:
SEAN REYES, UTAH ATTORNEY GENERAL

BY: _____
SPECIAL ASSISTANT ATTORNEY GENERAL

ACCEPTANCE OF LEGISLATIVE BODY

THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, COUNTY OF UTAH, APPROVES THIS DEDICATION PLAT AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND AS INTENDED FOR THE PERPETUAL USE OF THE PUBLIC THIS _____ DAY OF _____ A.D., 20____.

TOM WESTMORELAND
MAYOR OF EAGLE MOUNTAIN CITY

APPROVED BY CITY ATTORNEY

APPROVED BY CITY ENGINEER: (SEE SEAL BELOW)

ATTEST: CITY RECORDER (SEE SEAL BELOW)

OVERLAND ROADS DEDICATION PLAT

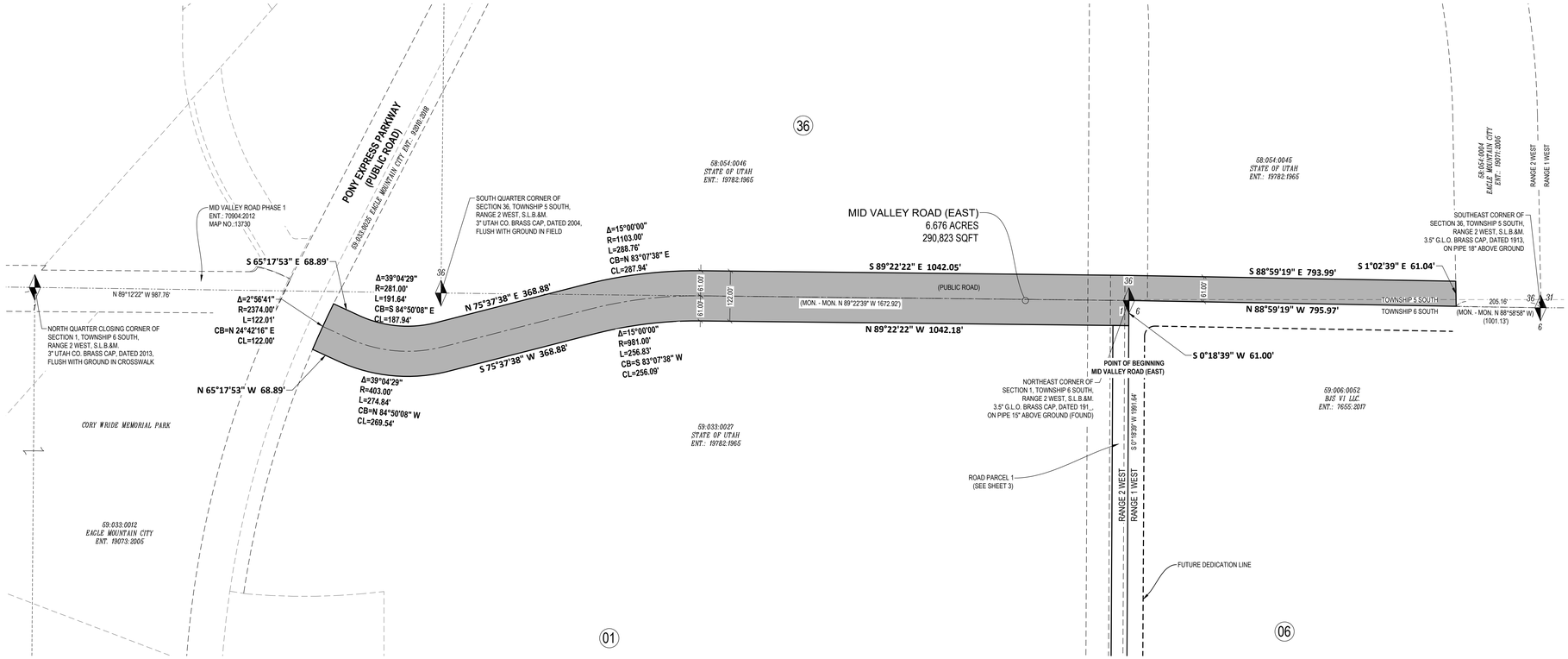
PUBLIC ROADWAY DEDICATION PLAT
LOCATED IN THE EAST HALF (E-1/2) OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 2 WEST AND ALL OF SECTION 1, AND THE NORTHEAST QUARTER (NE-1/4) SECTION 12, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN

EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

SURVEYOR'S SEAL	CORPORATE SEAL	CITY-COUNTY ENGINEER SEAL	CLERK RECORDER SEAL

MID VALLEY ROAD PHASE 3 (EAST)

PUBLIC ROADWAY DEDICATION PLAT
LOCATED IN THE SOUTHEAST QUARTER (SE-1/4) OF SECTION 36 TOWNSHIP 5 SOUTH, RANGE 2 WEST AND
THE NORTHEAST QUARTER (NE-1/4) OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH



MID VALLEY ROAD PHASE 3 (EAST)

A PARCEL OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER (SE-1/4) OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 2 WEST, AND THE NORTHEAST QUARTER (NE-1/4) SECTION 1, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, STATE OF UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 01,TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S 00°18'39" W, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 61.00 FEET; THENCE N 89°22'22" W, A DISTANCE OF 1042.18 FEET, TO THE BEGINNING OF A CURVE; THENCE ALONG A 981.00 FOOT-RADIUS CURVE TO THE LEFT, A DISTANCE OF 256.83 FEET, THROUGH A CENTRAL ANGLE OF 15°00'00" , LONG CHORD BEARS S 83°07'38" W, A DISTANCE OF 256.09 FEET; THENCE S 75°37'38" W, A DISTANCE OF 368.88 FEET TO THE BEGINNING OF A CURVE; THENCE ALONG A 403.00 FOOT-RADIUS CURVE TO THE RIGHT, A DISTANCE OF 274.84 FEET, THROUGH A CENTRAL ANGLE OF 39°04'29", LONG CHORD BEARS N 84°50'08" W, A DISTANCE OF 269.54 FEET; THENCE N 65°17'53" W, A DISTANCE OF 68.89 FEET, TO THE EASTERLY LINE OF PONY EXPRESS PARKWAY, CONVEYED TO EAGLE MOUNTAIN CITY PER PATENT NO.: 92010:2016 ON FILE IN THE UTAH COUNTY RECORDER'S OFFICE; THENCE ALONG SAID EASTERLY LINE AND A NON-TANGENT 2374.00 FOOT-RADIUS CURVE TO THE RIGHT, A DISTANCE OF 122.01 FEET, THROUGH A CENTRAL ANGLE OF 02°56'41", LONG CHORD BEARS N 24°42'16" E, A DISTANCE OF 122.00 FEET; THENCE S 65°17'53" E, A DISTANCE OF 68.89 FEET TO THE BEGINNING OF A CURVE; THENCE ALONG A 281.00 FOOT-RADIUS CURVE TO THE LEFT, A DISTANCE OF 191.64 FEET, THROUGH A CENTRAL ANGLE OF 39°04'29", LONG CHORD BEARS S 84°50'08" E, A DISTANCE OF 187.94 FEET; THENCE N 75°37'38" E, A DISTANCE OF 368.88 FEET TO THE BEGINNING OF A CURVE; THENCE ALONG A 1103.00 FOOT-RADIUS CURVE TO THE RIGHT, A DISTANCE OF 288.76 FEET, THROUGH A CENTRAL ANGLE OF 15°00'00", LONG CHORD BEARS N 83°07'38" E, A DISTANCE OF 287.94 FEET; THENCE S 89°22'22" E, A DISTANCE OF 1042.05 FEET; THENCE S 88°59'19" E, A DISTANCE OF 793.99 FEET TO THE WEST RIGHT-OF-WAY LINE OF AIRPORT ROAD, CONVEYED TO EAGLE MOUNTAIN CITY PER PATENT ENT.: 19071:2005, ON FILE IN THE UTAH COUNTY RECORDER'S OFFICE; THENCE S 01°02'39" E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 61.04 FEET, TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE N 88°59'19" W, ALONG SAID SOUTH LINE, A DISTANCE OF 795.97 FEET TO THE POINT OF BEGINNING.

CONTAINS: 290,823 SQ. FT., OR 6.676 ACRES

NORTH

SCALE: 1" = 150'

0 75' 150' 300' 450'

LEGEND

- RIGHT-OF-WAY DEDICATION
- SECTION LINE
- SECTION QUARTER LINES
- EXISTING RIGHT-OF-WAY
- SECTION CORNER

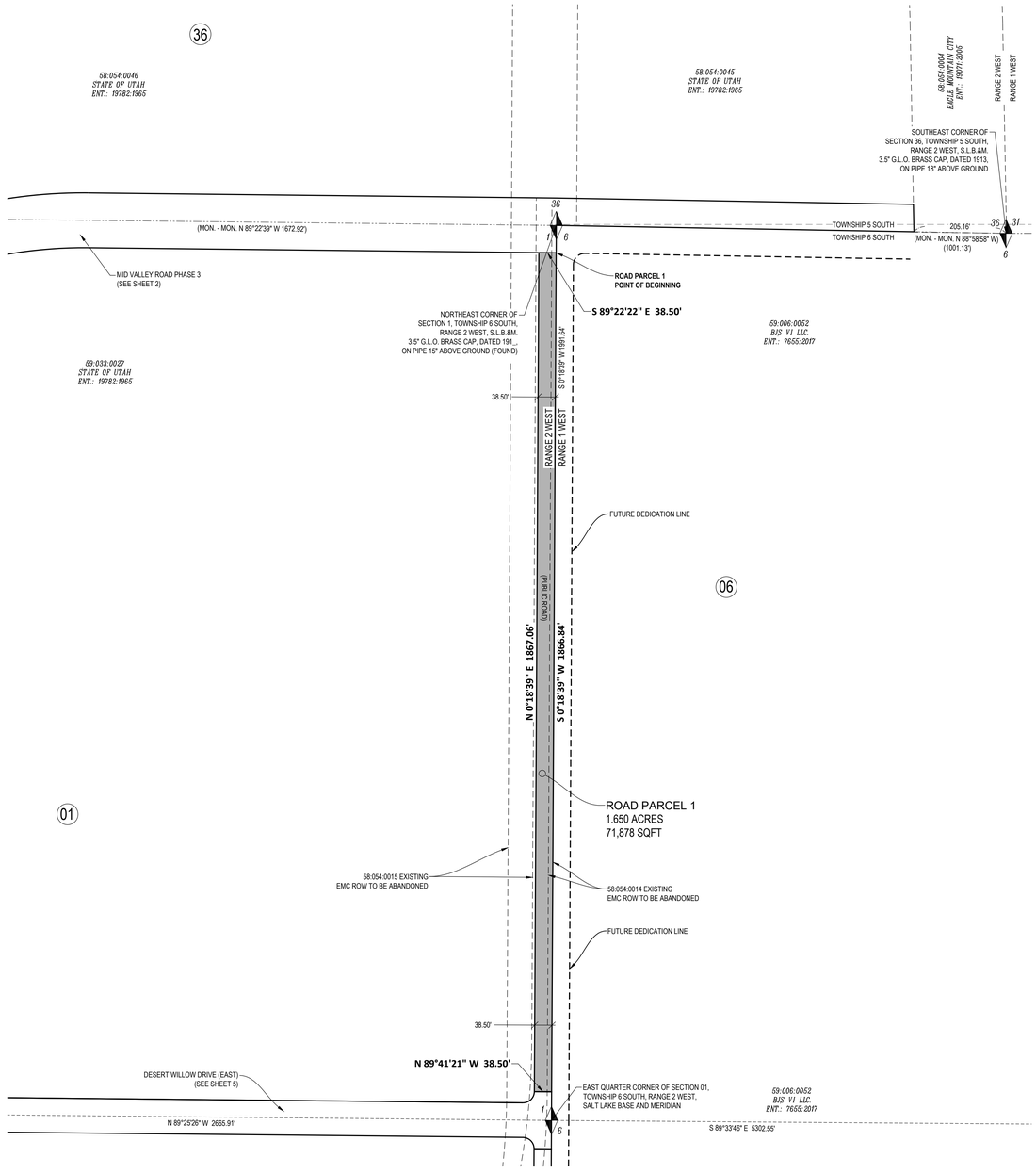
SHEET 2 OF 8

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ROAD PARCEL 1

PUBLIC ROADWAY DEDICATION PLAT
LOCATED IN THE NORTHEAST QUARTER (NE-1/4) OF SECTION 1, TOWNSHIP 6 SOUTH,
RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH



ROAD PARCEL 1 DESCRIPTION

A PARCEL OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER (SE-1/4) OF SECTION 01, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, STATE OF UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 01, SAID POINT BEING S 00°18'39" W, ALONG SAID SECTION LINE, A DISTANCE OF 61.00 FEET, FROM THE NORTHEAST CORNER OF SAID SECTION 01; THENCE S 00° 18' 39" W, CONTINUING ALONG SAID SECTION LINE, A DISTANCE OF 1966.84 FEET, TO A POINT 63.82 FEET FROM THE QUARTER CORNER; THENCE N 89° 41' 21" W, PERPENDICULAR TO SAID SECTION LINE, A DISTANCE OF 38.50 FEET; THENCE N 00° 18' 39" E, PARALLEL WITH AND 38.50 FEET PERPENDICULARLY DISTANT WESTERLY OF SAID SECTION LINE, A DISTANCE OF 1865.69 FEET, TO THE SOUTH LINE OF MID VALLEY ROAD AND A POINT ON A CURVE; THENCE ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 04° 55'53", A DISTANCE OF 439.00 FEET, HAVING A RADIUS OF 439.00 FEET, AND WHOSE LONG CHORD BEARS N 88° 32' 44" E, A DISTANCE OF 37.77 FEET; THENCE S 89° 55' 19" E, A DISTANCE OF 0.75 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 71,878 SQ. FT., OR 1.650 ACRES

NORTH

SCALE: 1" = 150'

0 75' 150' 300' 450'

LEGEND

- RIGHT-OF-WAY DEDICATION
- SECTION LINE
- SECTION QUARTER LINES
- EXISTING RIGHT-OF-WAY
- SECTION CORNER

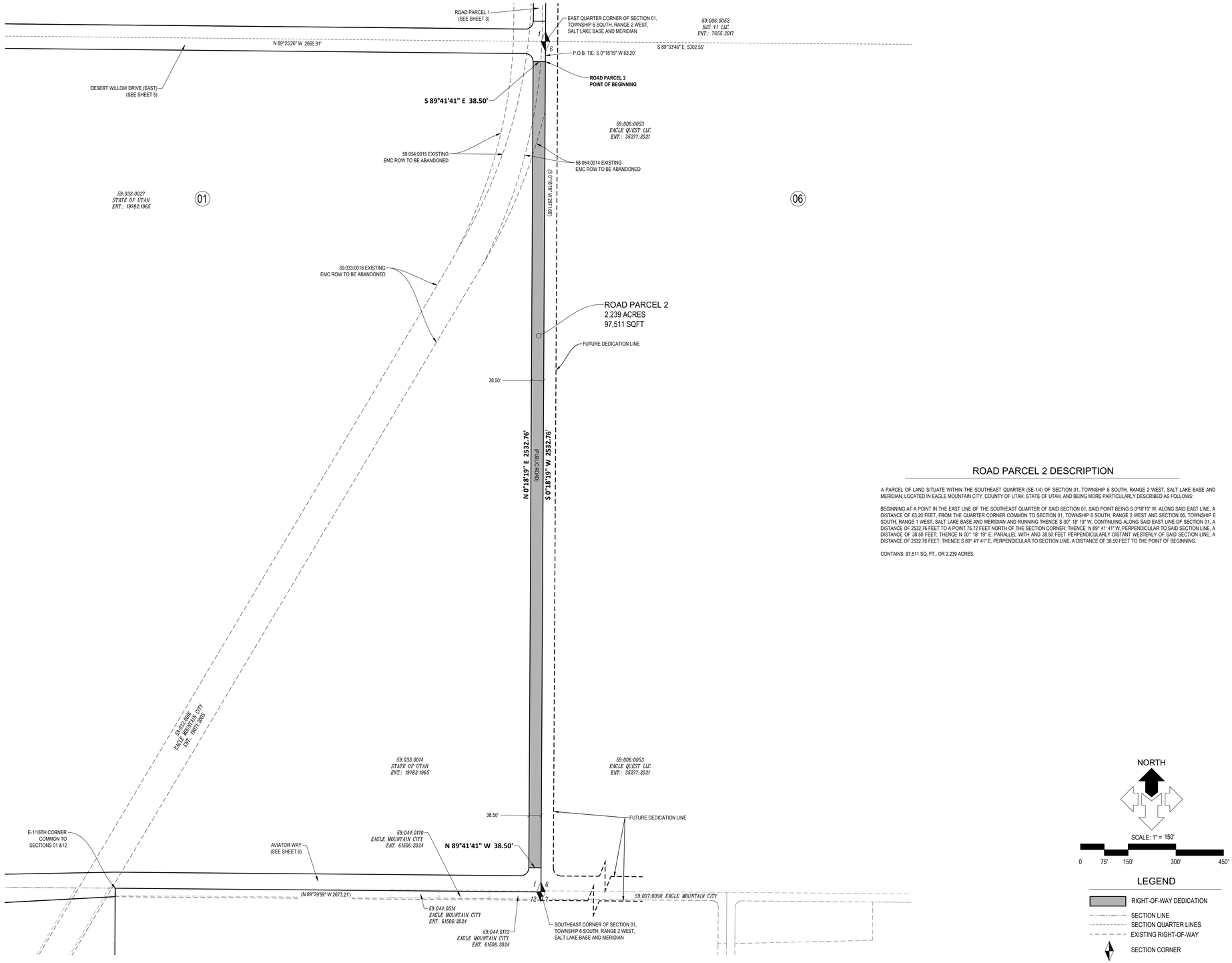
SHEET 3 OF 8

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ROAD PARCEL 2

PUBLIC ROADWAY DEDICATION PLAT
LOCATED IN THE SOUTHEAST QUARTER (SE-1/4) OF SECTION 1, TOWNSHIP 6 SOUTH,
RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH



ROAD PARCEL 2 DESCRIPTION

A PARCEL OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER (SE-1/4) OF SECTION 01, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, STATE OF UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 01, SAID POINT BEING S 0°18'19" W, ALONG SAID EAST LINE, A DISTANCE OF 63.20 FEET, FROM THE QUARTER CORNER COMMON TO SECTION 01, TOWNSHIP 6 SOUTH, RANGE 2 WEST AND SECTION 06, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE S 00° 18' 19" W, CONTINUING ALONG SAID EAST LINE OF SECTION 01, A DISTANCE OF 2532.76 FEET TO A POINT 75.72 FEET NORTH OF THE SECTION CORNER; THENCE N 89° 41' 41" W, PERPENDICULAR TO SAID SECTION LINE, A DISTANCE OF 38.50 FEET; THENCE N 00° 18' 19" E, PARALLEL WITH AND 38.50 FEET PERPENDICULARLY DISTANT WESTERLY OF SAID SECTION LINE, A DISTANCE OF 2532.76 FEET; THENCE S 89° 41' 41" E, PERPENDICULAR TO SECTION LINE, A DISTANCE OF 38.50 FEET TO THE POINT OF BEGINNING.

CONTAINS: 97,511 SQ. FT., OR 2.239 ACRES.

NORTH

SCALE: 1" = 150'

0 75' 150' 300' 450'

LEGEND

- RIGHT-OF-WAY DEDICATION
- SECTION LINE
- SECTION QUARTER LINES
- EXISTING RIGHT-OF-WAY
- SECTION CORNER

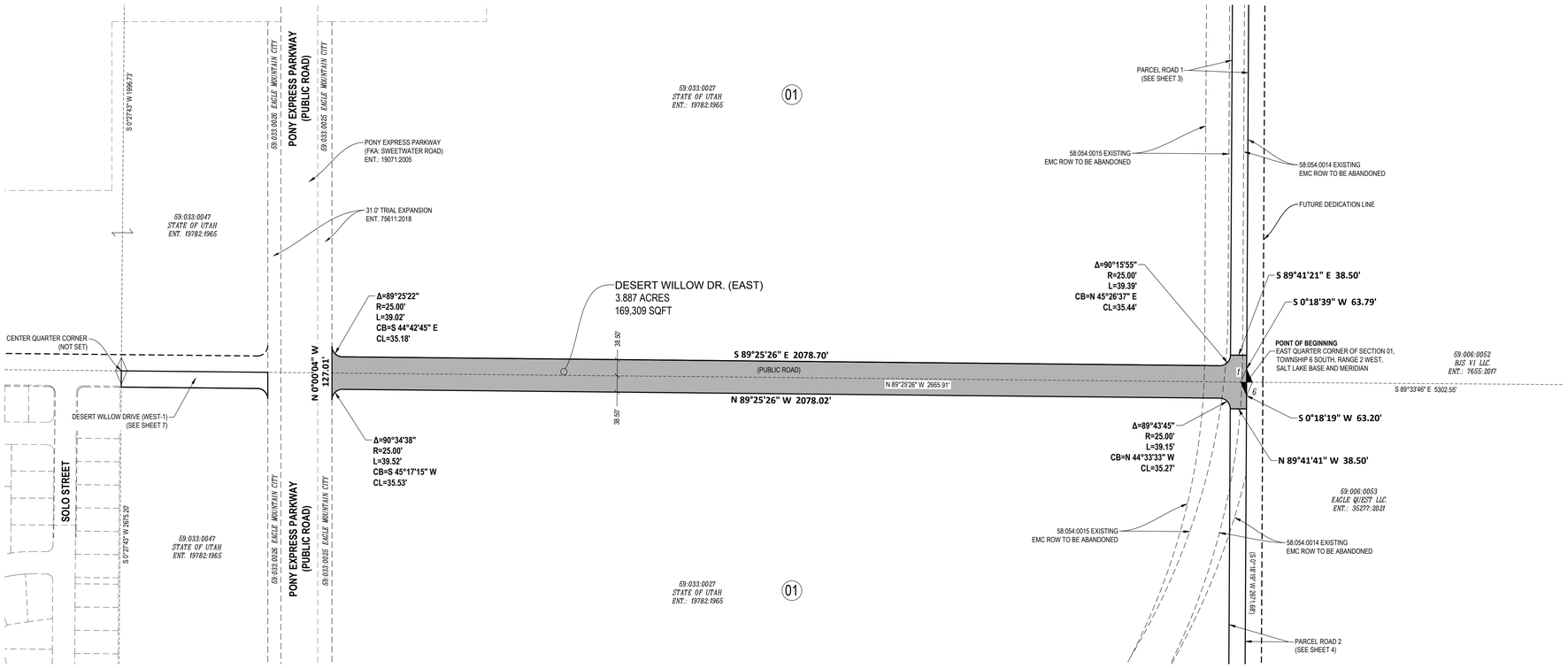
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4
OF
8

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DESERT WILLOW DRIVE (EAST)

PUBLIC ROADWAY DEDICATION PLAT
LOCATED IN THE EAST HALF (E-1/2) OF SECTION 1,
TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH



DESERT WILLOW DRIVE (EAST) DESCRIPTION

A PARCEL OF LAND SITUATE WITHIN THE EAST HALF (E-1/2) OF SECTION 01, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, STATE OF UTAH, SAID PARCEL BEING DESERT WILLOW DRIVE EAST OF PONY EXPRESS PARKWAY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE QUARTER CORNER COMMON TO SECTION 01, TOWNSHIP 6 SOUTH, RANGE 2 WEST AND SECTION 06, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S 00° 18' 19" W, ALONG THE SECTION LINE, A DISTANCE OF 63.20 FEET; THENCE N 89° 41' 41" W, PERPENDICULAR TO SAID SECTION LINE, A DISTANCE OF 38.50 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; THENCE ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 89° 43' 45", A DISTANCE OF 39.15 FEET, HAVING A RADIUS OF 25.00 FEET, AND WHOSE LONG CHORD BEARS N 44° 33' 33" W, A DISTANCE OF 35.27 FEET, TO A POINT OF TANGENCY; THENCE N 89° 25' 26" W, PARALLEL WITH AND 38.50 FEET PERPENDICULARLY DISTANT SOUTHERLY OF THE EAST-WEST CENTER QUARTER LINE, A DISTANCE OF 2078.02 FEET TO THE BEGINNING OF A CURVE; THENCE ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 90° 34' 38", A DISTANCE OF 39.52 FEET, HAVING A RADIUS OF 25.00 FEET, AND WHOSE LONG CHORD BEARS S 45° 17' 15" W, A DISTANCE OF 35.53 FEET, TO THE EAST LINE OF PONY EXPRESS PARKWAY TRAIL EXPANSION PARCEL, RECORDED AS ENTRY NO.: 75611:2018; THENCE N 00° 00' 04" W, ALONG SAID EAST LINE, A DISTANCE OF 127.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE; THENCE ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 89° 25' 22", A DISTANCE OF 39.02 FEET, HAVING A RADIUS OF 25.00 FEET, AND WHOSE LONG CHORD BEARS S 44° 42' 45" E, A DISTANCE OF 35.18 FEET, TO A POINT OF TANGENCY; THENCE S 89° 25' 26" E, PARALLEL WITH AND 38.50 FEET PERPENDICULARLY DISTANT NORTHERLY OF AFORESAID EAST-WEST CENTER QUARTER LINE, A DISTANCE OF 2078.70 FEET TO THE BEGINNING OF A CURVE; THENCE ALONG THE ARC OF CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 90° 15' 55", A DISTANCE OF 39.39 FEET, HAVING A RADIUS OF 25.00 FEET, AND WHOSE LONG CHORD BEARS N 45° 26' 37" E FOR A DISTANCE OF 35.44 FEET; THENCE S 89° 41' 21" E, PERPENDICULAR TO THE EAST LINE OF SAID SECTION 01, A DISTANCE OF 38.50 FEET, TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 01; THENCE S 00° 18' 39" W, ALONG SAID EAST LINE, A DISTANCE OF 63.79 FEET TO THE POINT OF BEGINNING.

CONTAINS: 169,309 SQ. FT., OR 3.887 ACRES.

NORTH

SCALE: 1" = 150'

0 75' 150' 300' 450'

LEGEND

- RIGHT-OF-WAY DEDICATION
- SECTION LINE
- SECTION QUARTER LINES
- EXISTING RIGHT-OF-WAY
- SECTION CORNER

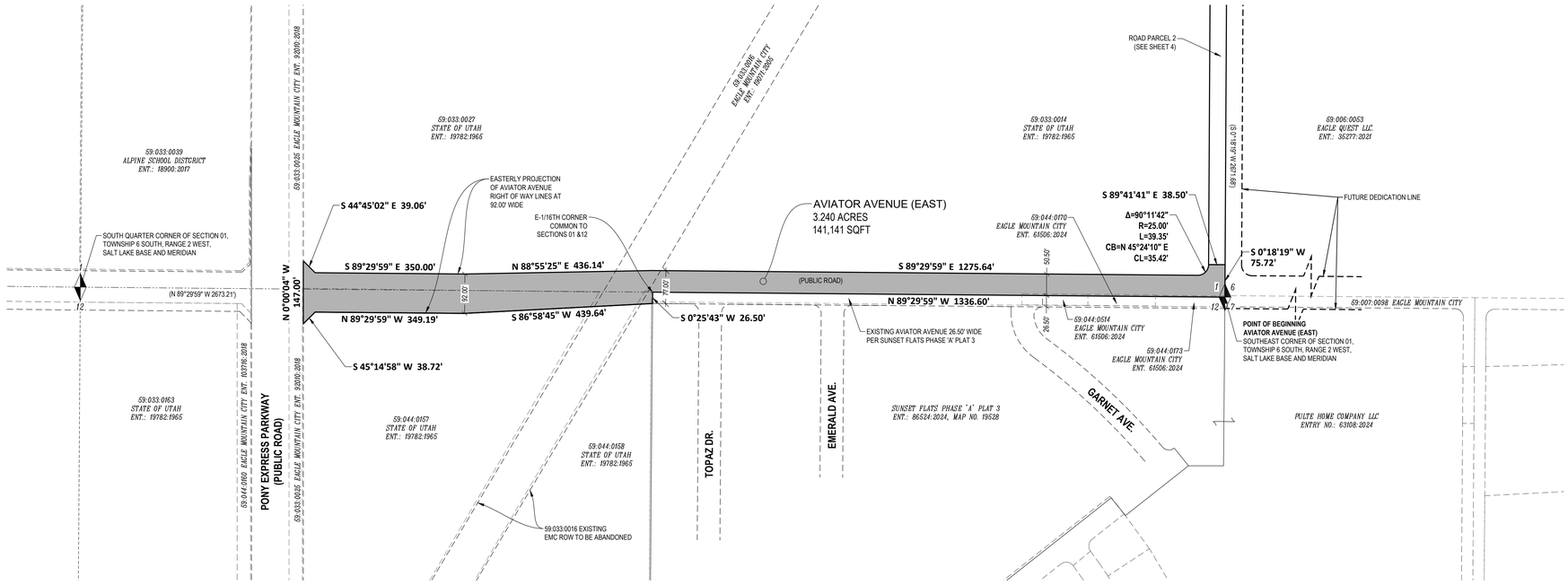
SHEET 5 OF 8

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AVIATOR AVENUE (EAST)

PUBLIC ROADWAY DEDICATION PLAT
LOCATED IN THE SOUTHEAST QUARTER (SE-1/4) OF SECTION 1,
AND THE NORTHEAST QUARTER (NE-1/4) OF SECTION 12,
TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH



AVIATOR AVENUE (EAST) DESCRIPTION

A PARCEL OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER (SE-1/4) OF SECTION 01, AND THE NORTHEAST QUARTER (NE-1/4) OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, STATE OF UTAH, SAID PARCEL BEING AVIATOR AVENUE, EAST OF PONY EXPRESS PARKWAY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SECTION CORNER COMMON TO SECTIONS 01 & 12, TOWNSHIP 6 SOUTH, RANGE 2 WEST, AND SECTIONS 06 & 07, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE N 89° 29' 59" W, ALONG THE SECTION LINE, A DISTANCE OF 1336.60 FEET, MORE OR LESS TO THE EAST SIXTEENTH (E-1/16TH) CORNER COMMON TO SAID SECTIONS 01 & 12; THENCE S 00° 25' 43" W, ALONG THE 1/16TH LINE AND THE EAST LINE OF THE STATE LANDS, A DISTANCE OF 26.50 FEET; S 86° 58' 45" W, A DISTANCE OF 439.64 FEET; THENCE N 89° 29' 59" W, A DISTANCE OF 349.19 FEET; THENCE S 45° 14' 59" W, A DISTANCE OF 38.72 FEET, TO EAST LINE OF PONY EXPRESS TRAIL EXPANSION RECORD AS ENTRY NO.: 75611:2018; THENCE N 00° 00' 04" W, ALONG SAID WEST LINE, A DISTANCE OF 147.00 FEET; S 44° 45' 02" E, FOR A DISTANCE OF 39.06 FEET; THENCE S 89° 29' 59" E, A DISTANCE OF 350.00 FEET; THENCE N 88° 55' 25" E, A DISTANCE OF 436.14 FEET; S 89° 29' 59" E, PARALLEL WITH AND 50.50 FEET PERPENDICULARLY DISTANT NORTHER OF AFORESAID SECTION LINE, A DISTANCE OF 1275.6435 FEET TO THE BEGINNING OF A CURVE; THENCE ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 90° 11' 42", A DISTANCE OF 39.35 FEET, HAVING A RADIUS OF 25.00 FEET, AND WHOSE LONG CHORD BEARS N 45° 24' 10" E, A DISTANCE OF 35.42 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE S 89° 41' 41" E, PERPENDICULAR TO THE AFORESAID EAST LINE OF SECTION 01, A DISTANCE OF 38.50 FEET TO, TO THE SECTION LINE; THENCE S 00° 18' 19" W, ALONG SAID SECTION LINE, A DISTANCE OF 75.72 FEET TO THE POINT OF BEGINNING.

CONTAINS: 141,141 SQ. FT., OR 3.240 ACRES

NORTH

SCALE: 1" = 150'

0 75' 150' 300' 450'

LEGEND

- RIGHT-OF-WAY DEDICATION
- SECTION LINE
- SECTION QUARTER LINES
- EXISTING RIGHT-OF-WAY
- SECTION CORNER

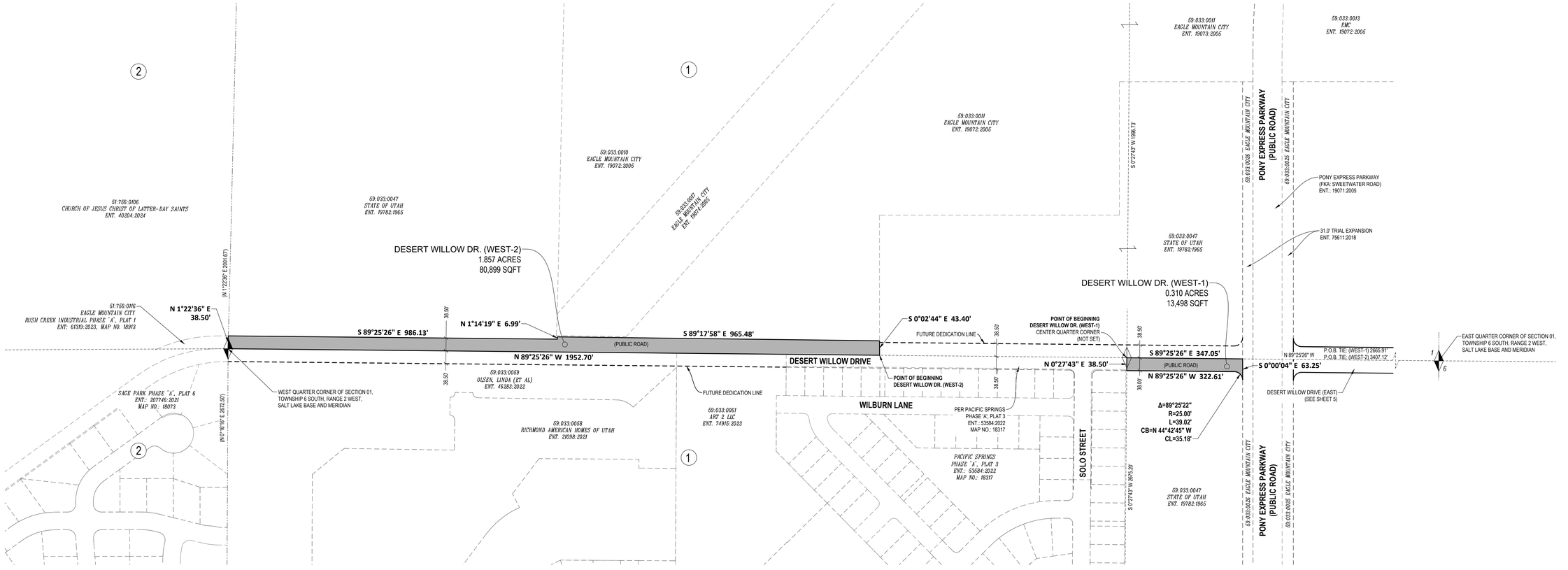
SHEET 6 OF 8

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TEL: (801) 255-7700 FAX: (801) 255-8071
E-MAIL: info@mcneileng.com WEB SITE: www.mcneil-group.com

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DESERT WILLOW DRIVE (WEST)

PUBLIC ROADWAY DEDICATION PLAT
LOCATED IN THE NORTHWEST QUARTER (NW-1/4) AND THE SOUTHEAST QUARTER (SE-1/4)
OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH



DESERT WILLOW DRIVE (WEST) DESCRIPTIONS

(WEST-1):

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, DEDICATING A PORTION OF DESERT WILLOW DRIVE, AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN NORTH 89°25'26" WEST ALONG THE QUARTER SECTION LINE, A DISTANCE OF 2665.91 FEET TO THE CENTER OF SAID SECTION 1 AND THE POINT OF BEGINNING; THENCE SOUTH 89°25'26" EAST ALONG SAID QUARTER LINE, A DISTANCE OF 347.05 FEET TO THE WEST RIGHT-OF-WAY LINE OF PONY EXPRESS PARKWAY; THENCE SOUTH 00°00'04" EAST ALONG SAID WEST LINE, A DISTANCE OF 63.25 FEET TO THE BEGINNING OF A NON-TANGENT 25.00 FOOT-RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 39.02 FEET (CENTER = 89°25'22 AND CHORD BEARS: NORTH 44°42'45" WEST 35.18 FEET); THENCE NORTH 89°25'26" WEST, A DISTANCE OF 322.61 FEET TO THE WEST LINE OF AFORESAID SOUTHEAST QUARTER, THENCE NORTH 00°27'43" EAST ALONG SAID WEST LINE, A DISTANCE OF 38.50 FEET TO THE CENTER OF SECTION 1 AND THE POINT OF BEGINNING.

CONTAINS: 13,498 SQUARE FEET OR 0.310 ACRES.

(WEST-2):

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, DEDICATING A PORTION OF DESERT WILLOW DRIVE, AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN NORTH 89°25'26" WEST ALONG THE EAST-WEST CENTER QUARTER SECTION LINE, A DISTANCE OF 3407.12 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°25'26" WEST CONTINUING ALONG SAID EAST-WEST LINE, A DISTANCE OF 1952.70 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 1; THENCE NORTH 01°22'36" EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 38.50 FEET; THENCE SOUTH 89°25'26" EAST, A DISTANCE OF 986.13 FEET; THENCE NORTH 01°14'19" EAST, A DISTANCE OF 6.99 FEET TO THE SOUTH LINE OF EAGLE MOUNTAIN CITY PROPERTY TAX ID: 59:033:0017, RECORDED AS ENT.: 19074:2005; THENCE SOUTH 89°17'58" EAST ALONG SAID SOUTH LINE AND THE SOUTH LINE OF TAX ID: 59:033:0011, RECORDED AS ENT.: 19072:2005, A DISTANCE OF 965.48 FEET; THENCE SOUTH 00°02'04" EAST 43.40 FEET TO THE AFORESAID EAST-WEST CENTER QUARTER LINE AND THE POINT OF BEGINNING.

CONTAINS: 80,899 SF. / 1.857 AC.±

NORTH

SCALE: 1" = 150'

0 75' 150' 300' 450'

LEGEND

- RIGHT-OF-WAY DEDICATION
- SECTION LINE
- SECTION QUARTER LINES
- EXISTING RIGHT-OF-WAY
- SECTION CORNER

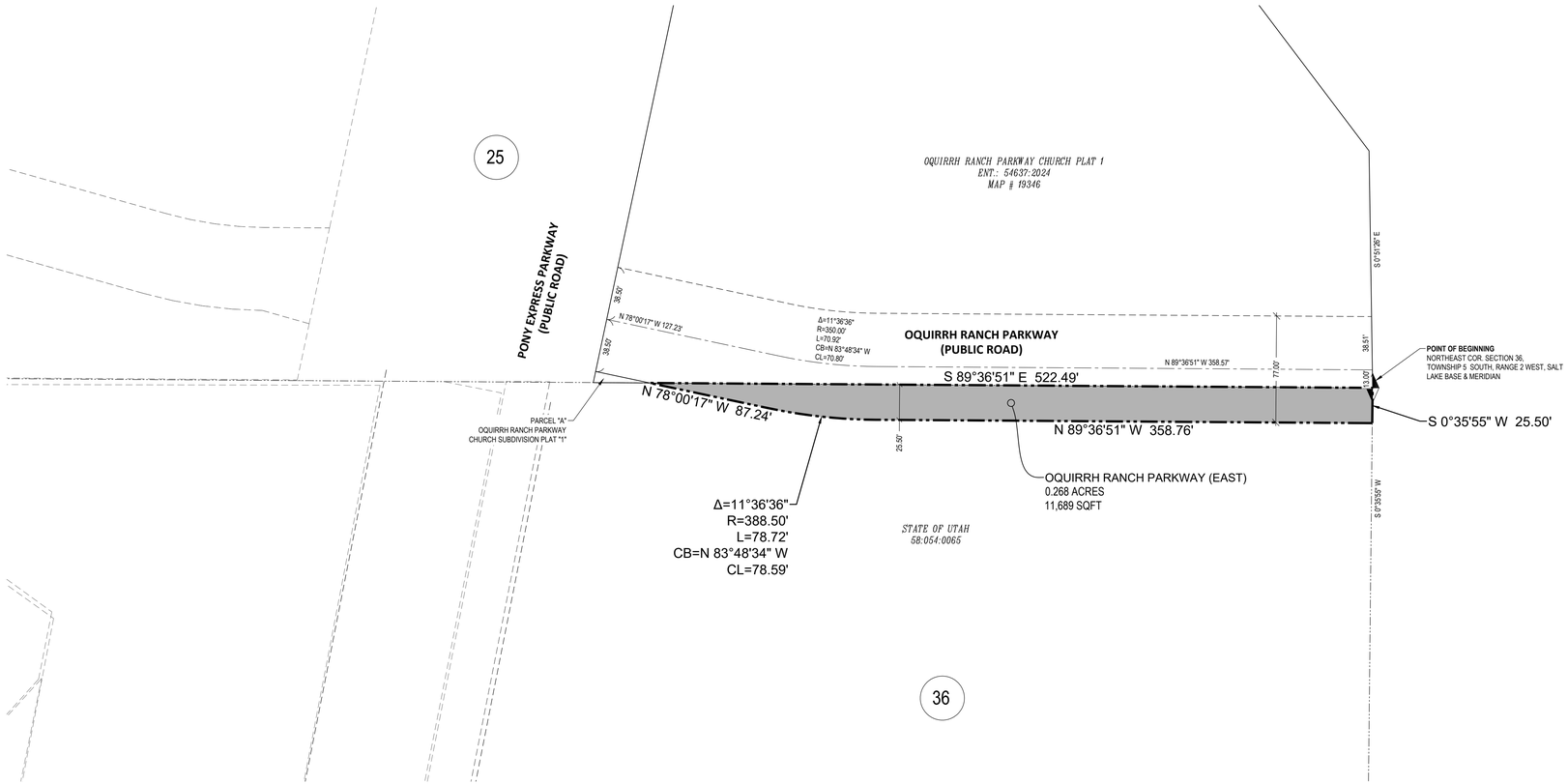
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OF
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PREPARED BY:
McNEIL ENGINEERING
Designing for the Future Since 1983™
8610 So. Sandy Parkway, Suite 200 Sandy, Utah 84070
TEL: (801) 255-7700 FAX: (801) 255-8071
E-MAIL: info@mcneileng.com WEB SITE: www.mcneil-group.com

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OQUIRRH RANCH PARKWAY (EAST)

PUBLIC ROADWAY DEDICATION PLAT
LOCATED IN THE NORTHEAST QUARTER (NE-1/4)
OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH



OQUIRRH RANCH PARKWAY (EAST) DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND BEING DESCRIBED AS FOLLOWS:

COMMENCING FROM THE POINT OF BEGINNING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING THE SOUTHEAST CORNER OF OQUIRRH RANCH PARKWAY CHURCH SUBDIVISION PLAT "1", RECORDED AS 54637:2024, MAP # 19346, IN THE OFFICE OF THE UTAH COUNTY RECORDER, AND RUNNING THENCE SOUTH 00°35'55" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID OF SECTION 36, A DISTANCE OF 25.50 FEET; THENCE NORTH 89°36'51" WEST, PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 358.76 FEET TO THE BEGINNING OF A CURVE; THENCE ALONG A 388.50 FOOT-RADIUS TO THE RIGHT, A DISTANCE OF 78.72 FEET, THROUGH A CENTRAL ANGLE OF 11°36'36" (CHORD BEARS NORTH 83°48'34" WEST, A DISTANCE OF 78.59 FEET; THENCE NORTH 78°00'17" WEST, A DISTANCE OF 87.24 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF AFORESAID SECTION 36 AND THE SOUTH LINE OF OQUIRRH RANCH PARKWAY CHURCH SUBDIVISION PLAT "1"; THENCE SOUTH 89°36'51" EAST, ALONG SAID SOUTH LINE OF OQUIRRH RANCH PARKWAY CHURCH SUBDIVISION PLAT "1", A DISTANCE OF 522.49 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 11,689 SQUARE FEET OR 0.268 ACRES

NORTH

SCALE: 1" = 50'

0 25' 50' 100' 150'

LEGEND

- RIGHT-OF-WAY DEDICATION
- SECTION LINE
- SECTION QUARTER LINES
- EXISTING RIGHT-OF-WAY
- SECTION CORNER

SHEET
8
OF
8

PREPARED BY:
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TEL: (801) 255-7700 FAX: (801) 255-8071
E-MAIL: info@mcneileng.com WEB SITE: www.mcneil-group.com

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	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **JANUARY 6, 2026**
TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Awarding the Bid for the CMGC 6 MGD MBR Wastewater Expansion with MGC Contractors and Approving the Contract.
ITEM TYPE:	Bid Award
FISCAL IMPACT:	$540,808.90
APPLICANT:	N/A

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
N/A	N/A

PUBLIC HEARING	PREPARED BY	PRESENTED BY
No	Melissa Yates, Purchasing Agent	Melissa Yates

RECOMMENDATION:
Staff recommends that the City Council adopt a Resolution of Eagle Mountain City, Utah, Awarding the Bid for the CMGC 6 MGD MBR Wastewater Expansion with MGC Contractors and Approve the Contract

BACKGROUND:
On October 7, 2025 City Council approved an amendment to the Advanced Engineering and Environmental Services, LLC (AE2S) professional services agreement. The amendment outlined additional services by the Engineer, including preparation of full design and construction documents for a 6 MGD Membrane Bioreactor facility, revised hydraulic modeling, enhanced electrical and mechanical planning, updated permitting coordination, and revised cost estimates. It also updated the City's responsibilities to include coordination with the State of Utah, planning for reclaimed water infrastructure, and preparing to solicit a construction manager/general contractor (CMGC).

As part of the City's responsibilities outlined in the agreement, once AE2S reached 30% design for the project, a Request For Qualifications (RFQ) for a construction manager/general contractor (CMGC) was issued. Staff received seven RFQ proposals. Each proposal went through a vigorous review and five were selected to continue into the Request For Proposal (RFP) process. The CMGC RFP was drafted and posted to the five selected companies. One company decided not to continue in the RFP process. The remaining four submitted a proposal. Each of the four RFP proposals were vigorously reviewed and two were selected for a presentation / interview. Once the interviews were complete, references were checked and the selection committee chose MGC Contractors for the recommended award of the Construction Manager/ General Contractor of the Eagle Mountain City Wastewater Treatment Facility CMGC 6.0 MGD MBR Wastewater Expansion.

ITEMS FOR CONSIDERATION:
The fiscal impact is cost of professional services that will be provided by MGC Contractors for pre-construction and procurement services of the CMGC 6 MGD MBR Wastewater Expansion project.

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:

1. Resolution
2. Proposal from MGC
3. Proposed Agreement

RESOLUTION NO. R- -2026

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, AWARDING THE BID FOR THE CMGC 6 MGD MBR WASTEWATER EXPANSION TO MGC CONTRACTORS AND APPROVING THE CONTRACT

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City, Utah, finds that it is in the public interest to award the bid for the CMGC 6 MGD MBR Wastewater Expansion to MGC Contractors and Approve the Contract, as set forth herein;

BE IT RESOLVED by the City Council of Eagle Mountain City, Utah:

1. The City Council finds that all required notices have been completed as required by law to consider and approve the bid award as set forth in Exhibit A.

2. The bid award and contract are hereby approved as set forth more specifically in Exhibit A.

3. The Mayor is authorized to execute the contract as set forth more specifically in Exhibit A.

4. This Resolution shall take effect upon passage.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 6th day of January, 2026.

EAGLE MOUNTAIN CITY, UTAH

_____
Jared Gray, Mayor

ATTEST:

_____
Lacie Messerly
Interim City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 6th day of January, 2026.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting
☐ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☐ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

_____

Lacie Messerly
Interim City Recorder

Exhibit A



2025 CMGC RFP 6 MGD MBR WASTEWATER EXPANSION
EMC-FY26-04

SUBMITTED BY MGC CONTRACTORS, INC. ON 12.03.25

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TAB 2: PROJECT APPROACH AND RESPONSIVENESS

B. PROJECT APPROACH AND RESPONSIVENESS

D. PRE-CONSTRUCTION SERVICES

E. CM/GC FEE METHODOLOGY AND CONTINGENCIES PLAN

ANTICIPATED CRITICAL PATH ONLY SCHEDULE

COMPREHENSIVE CPM SCHEDULE

TAB 3: COST OF WORK

APPENDIX 1: BID BOND, BID FORM, PROOF OF INSURANCE, EVIDENCE OF AUTHORITY
{ SUBMITTED SEPARATELY }

APPENDIX 2: ESTIMATED GUARANTEED MAXIMUM PRICE: COST OF WORK, PRE-CONSTRUCTION SERVICES, CM/GC FEE, PROJECT CONTINGENCIES
{ SUBMITTED SEPARATELY }

TAB 1 | LETTER OF TRANSMITTAL



LETTER OF TRANSMITTAL

Subject: RFP NO. EMC-FY26-04 — 2025 CM/GC 6.0-MGD MBR Wastewater Expansion for Eagle Mountain City, Utah

Dear Selection Committee Members,

MGC Contractors, Inc. (MGC) is pleased to submit our Proposal for Eagle Mountain City's (EMC or City) 6.0-MGD MBR Wastewater Expansion. Our CM/GC approach is structured to drive lasting value into the project through early collaboration, transparent cost modeling, practical constructability input, and schedule-focused sequencing that supports timely commissioning. The same leadership team will manage preconstruction and construction, preserving institutional knowledge and accelerating decision-making.

MGC is our team. With over 165 years of combined key team member experience and 20+ MBR projects, our people are your greatest assest for this project. Mike Fallentine, our Superintendent and an Eagle Mountain resident, will be onsite throughout all phases - from preconstruction through startup. Mike's continuous presence ensures daily communication, faster issue resolution, seamless coordination with City operations, direct accountability, and a consistent field voice advocating for project goals.

Our preliminary Guaranteed Maximum Price (GMP) and detailed cost model were developed using actual competitive project history - not just negotiated work - and informed by pricing from local vendors and subcontractors. Our estimating approach is built on quantified takeoffs and real data, not general allowances or "buckets of money." This will give the City a transparent, defensible cost baseline from day one.

Please direct correspondence to:

Primary Contact / Authorized Representative
Mike Panter, President
MGC Contractors, Inc.
2975 W Executive Pkwy,
Suite 120, Lehi, UT 84043
Phone: 830.358.3412
Email: mpanter@mgccontractors.com

*MGC will drive measurable value into the project through **proactive risk mitigation, constructability-focused decisions, transparent collaboration,** and **schedule- and cost-saving innovations** at every phase.*



Also, right from the start, we will work collaboratively with EMC and AE2S to design-to-budget while proactively managing cost, risk, and constructability. Our team is committed to delivering a safe, high-quality facility that stays on schedule and aligns with the City's budget.

We know that is the right-sized project for Eagle Mountain, and our team has the experience and resources required to make it a success. We appreciate your time and we look forward to building this project together.

Sincerely,

Mike Panter, President, MGC Contractors, Inc.

TAB 2 | PROJECT APPROACH AND RESPONSIVENESS



B. PROJECT APPROACH AND RESPONSIVENESS

MBR EXPERIENCE THAT MATTERS

Applying Lessons Learned from 20+ MBR Facilities to Eagle Mountain City's Expansion Project

With more than 20 membrane bioreactor (MBR) treatment facilities successfully constructed across the western United States, MGC brings an experienced CM/GC MBR delivery team. Our portfolio spans decades of greenfield plant construction, phased expansions, and treatment conversions - each reinforcing *lessons learned* in sequencing, process intensification, biological loading management, membrane system integration, startup coordination, and long-lead electrical and mechanical procurement. This depth of firsthand experience allows us to anticipate possible challenges, recommend practical design refinements, and guide the City toward cost-effective and sustainable outcomes. For Eagle Mountain City, that translates into improved constructability, fewer disruptions to existing treatment operations, and a more predictable path to commissioning.

MGC's value extends beyond technical expertise; we are a local contractor fully invested in the communities we serve. Our Lehi office is the home base for this project and our proposed key staff - all living within the region and familiar with local utilities, subcontractors, regulatory authorities, permitting expectations, and market conditions. This proximity ensures rapid response, in-person collaboration, and real ownership of project results. We are large enough to deliver complex water treatment programs exceeding $150 million, yet intentionally right-sized to provide direct engagement from executives, decision-makers, and core technical experts.

ACCESSIBLE, ACCOUNTABLE, AND FULLY COMMITTED.

MGC is big enough to deliver a $150M+ CMGC project—yet small enough to give Eagle Mountain direct, hands-on attention from our top leadership.

Our key project staff have collectively delivered dozens of MBR and advanced wastewater treatment facilities across Utah, Arizona, Colorado, Idaho, Nevada, and California. Many have spent 20+ years constructing membrane systems, biological nutrient removal basins, solids handling facilities, electrical buildings, and process-integrated plant expansions under active operations. This team understands the unique sequencing, startup, testing, vendor coordination, long-lead procurement, and operational handoff required for successful MBR delivery.

MBR capability is not about the logo; it's about the people.
And our people have delivered more than 20 large-scale MBR facilities across the Western United States.

MGC team's MBR experience has spanned across Utah, Idaho, Nevada, California, Colorado, and Texas.



**indicates locations where MGC's key staff have executed MBR work that informs this project.*

Our local, Utah County team is ready to deliver a successful MBR expansion modeled after our project vision shown below.



MGC has a unique small-business-style culture and approach. We operate with the capabilities and resources of a major waterworks contractor, but with the personality, humility, and accessibility of a local partner.

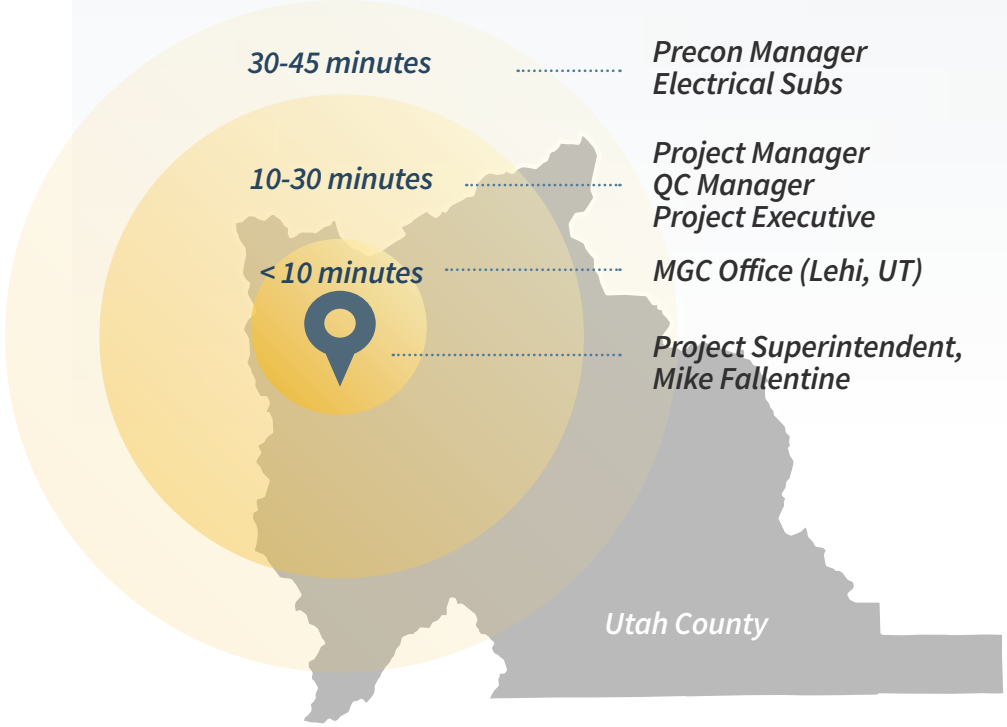
Our Eagle Mountain team lives here, works here, and will remain assigned to this project from preconstruction through commissioning - no turnover, no rotating staff from out of state.

During preconstruction through construction, Superintendent Mike Fallentine (Eagle Mountain resident) will be onsite every day, supported by Project Manager Dan Taylor (living 15 minutes from the site) and our team based in our Lehi office. Our team members will be present, accountable, and immediately available when decisions or collaboration are needed, and consistently visible in the field. We prioritize relationships—not just project outcomes—by listening first, engaging openly, and respecting the City's goals, budgets, and operational realities. Eagle Mountain City will always know exactly who to call, will receive timely and transparent answers, and will work with people who genuinely care about the community, the project, and its long-term success.

LOCAL PEOPLE. LOCAL COMMITMENT.

Eagle Mountain City's project will be led by those who call Utah County home. | MGC's team is deeply rooted in Utah, bringing true local commitment and daily accountability to Eagle Mountain City. Our onsite Superintendent, Mike Fallentine - an Eagle Mountain resident - provides immediate, boots-on-the-ground responsiveness. Mike's involvement from day one strengthens preconstruction-to-construction continuity: he participates in constructability reviews, sequencing, and logistics planning before mobilization, then maintains continuous field oversight to keep schedules on track, manage crews and inspections, and uphold safety and quality. His full-time presence—at no additional cost to the City—drives efficiency, reduces risks, and ensures the project receives focused, local leadership from start to finish. | ***Our key team members work from our Lehi office, just 30 minutes from the site, ensuring constant accessibility, seamless collaboration, and a project led by dedicated people who live and work in the surrounding community.***

KEY STAFF PROXIMITY TO PROJECT

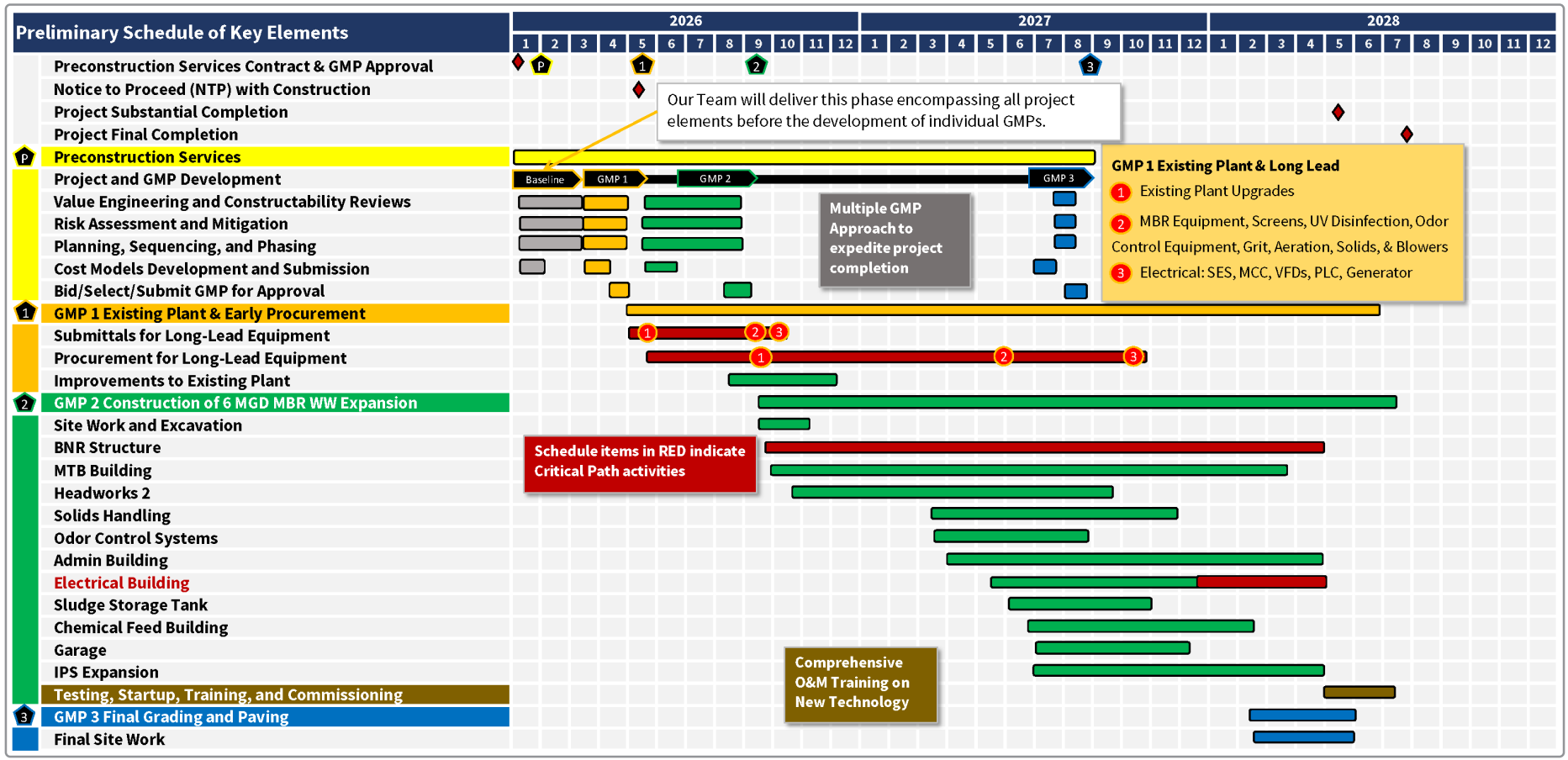


1. Provide a proposed schedule for sequencing major equipment, site work, building erection, piping, etc. Owner would like the project to be commissioned as soon as possible. Provide schedule saving strategies and demonstrate adherence to schedules from previous projects.

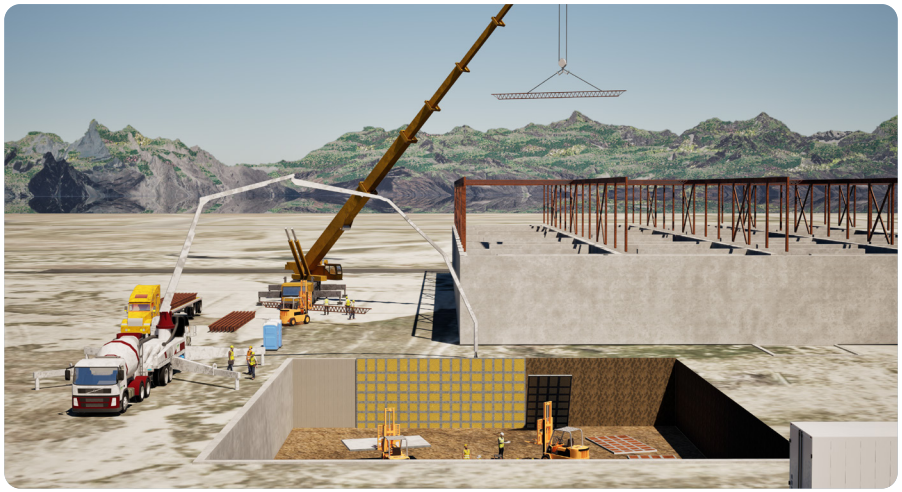
Proposed Schedule and Approach | MGC has developed a detailed Critical Path Method (CPM) schedule that achieves substantial completion and commissioning by July 2028. This schedule reflects collaboration between EMC, AE2S, and key stakeholders. With over 2,000 coordinated tasks, it establishes milestone-driven deliverables aligned with CM/GC best practices.

MGC's schedule philosophy begins with the end goal in mind—and works backward to define major milestones. Instead of the traditional 30/60/90/100 design sequence, MGC structures the schedule around GMP milestones, developing 100% design packages within each GMP. This approach compresses the timeline and enables early procurement of critical systems.

SCHEDULE OVERVIEW | *See the end of Tab 2 for Anticipated Critical Path Only schedule and Comprehensive CPM schedule.*



As shown in our Schedule, our proposed sequencing begins with long-lead equipment procurement and site preparation, followed by simultaneous structure construction to maximize productivity and minimize general conditions. The MBR facility, located on the project's critical path, will begin foundation work immediately following GMP 2, concurrent with major activities at the headworks and BNR basins. Commissioning and startup are fully integrated into the CPM, allowing for a 45-day operational seeding and testing period to ensure a seamless transition to full-scale operations.



BNR Basins and MTB -- concurrent construction activities



Schedule-Saving Strategies | MGC's strategies leverage the flexibility of the CM/GC process, emphasizing early collaboration and proactive planning. Following are some of our suggested schedule-saving strategies:

1. Long-Lead Equipment / Early Work GMP

To mitigate supply chain delays, MGC will package electrical, mechanical, and process-critical equipment into an early procurement GMP. This includes switchgear, transformers, VFDs, generators, and MBR systems. Early selection allows the designer to finalize drawings around actual equipment dimensions, reducing redesign, RFIs, and change orders.

2. Early Procurement

Through our MBR expert David Fagerstrom, MGC will select the membrane supplier early in preconstruction to ensure technical coordination with the designer, establish cost certainty, and initiate long-lead fabrication months ahead of traditional timelines. In parallel, early procurement of underslab piping and process headers during initial GMPs will prevent delays to major structure construction—an approach that has saved up to six months on comparable MBR projects.

3. Superintendent Onsite during Construction

MGC will assign Superintendent Mike Fallentine to the site within a few weeks of preconstruction award. Early site presence enables direct coordination with plant staff and engineers, verification of field conditions, and rapid design support—all of which significantly improve efficiency.

4. Collaborative Project Kickoff Workshop

Within one week of award, MGC will host an Eagle Mountain Expansion Workshop with the City, AE2S, and key stakeholders to establish a shared roadmap for success. This session will:

- Identify project goals through interactive storyboarding;
- Define key milestones and risk priorities;
- Develop communication protocols and escalation ladders; and
- Assign response timelines to ensure timely decision-making.

5. Operator Engagement

MGC will integrate plant operators into design reviews and commissioning activities. This proactive engagement builds operational familiarity, accelerates training, and reduces startup troubleshooting.

Demonstrated Schedule Adherence | MGC has a proven record of delivering complex treatment facility projects on-schedule, with no liquidated damages assessed in the past decade. Our success is driven by proactive scheduling, transparent coordination, and continuous risk management.

PROJECT	ORIGINAL DURATION	ACTUAL COMPLETION	RESULTS
GRUENE ROAD WWTP (TX) 	39 months	36 months	Completed 10 weeks early despite added scope
ARROWHEAD WWTP EXPANSION (CM/GC) 	36 months	34 months	Delivered 5 weeks early despite permitting delays
TRINITY TREATMENT EXPANSION (CM/GC) 	28 months	25 months	Completed 7 weeks early despite material delays

OPPORTUNITIES TO EXPEDITE PROJECT COMPLETION | This project presents an excellent opportunity for acceleration without compromising quality or increasing costs. Our team has identified three primary strategies to expedite the schedule:

1. EARLY PROCUREMENT OF LONG-LEAD ITEMS

» The critical path of this project is defined by the procurement and delivery of the membrane filtration system, SES, MCC, VFDs, PLC, and generator.
» Utilizing MGC's procurement network and vendor relationships will secure competitive pricing and minimize risks.
» We will issue purchase orders and coordinate submittals for long-lead equipment before construction NTP.

2. MULTIPLE GMP APPROACH WITH PHASED WORK PACKAGES

» Implementing a multiple GMP strategy will allow critical path activities to begin while final design is being completed.
» Proposed early work packages may include:
  a. Early procurement of long-lead materials
  b. Initial sitework and utility installation
  c. Structural and foundation elements

This approach eliminates bottlenecks by enabling concurrent permitting, procurement, and construction activities.

3. OPTIMIZED CONSTRUCTION PHASE

» Tower Crane utilization, installing a tower crane along the south side of the BNR basin to maximize lifting efficiency across both the BNR and MBR zones.
» We will leverage experience from similar MBR CM/GC projects to apply proven planning, sequencing, and phasing strategies.
» Pre-fabrication strategies, reducing site work.



2. From reviewing the design drawings, preliminary design report (PDR), specifications Table of Content (Spec TOC), and other supplementary information, identify risks on the project and create a risk register. Give a written narrative on the three largest risks identified and describe the firm's plan to mitigate these risks.

RISK REGISTER | During preconstruction, MGC will conduct a formal risk assessment workshop with Eagle Mountain City, AE2S, and key subcontractors to identify, rank, and mitigate risks. These are tracked in a living risk register and updated at each milestone.

RISK DESCRIPTION	POTENTIAL COST	SCHED. IMPACT	RISK IMPACT	RISK MITIGATION PLAN
Permitting Delays	$450,000	120 days	MODERATE	Engage permitting agencies early through coordination meetings and continuous follow-up to maintain momentum and prevent delays.
Material Escalation / Tariffs	$750,000	0 days	HIGH	Procure materials early, and evaluate design options based on cost volatility. Collaborate with manufacturers to lock in pricing and mitigate escalation risk.
Material Fabrication Delays	$500,000	120 days	HIGH	Develop a detailed procurement and fabrication schedule, initiate early purchasing of long-lead items, and coordinate non-local materials prior to construction needs.
Craft Labor Storage	$1,000,000	245 days	MODERATE	Leverage MGC's self-perform workforce, conduct early subcontractor outreach, and prequalify trade partners with confirmed availability.
GMP Exceeding Budget	$8,000,000	60 days	STANDARD	Maintain continuous cost model updates with the engineer and owner. If budget thresholds are exceeded, provide value engineering solutions for City and AE2S approval.
Large Quantity Concrete Placements	$1,000,000	30 days	STANDARD	Implement a QC pre-placement plan, monitor temperatures, and schedule multiple pump trucks with a standby unit to ensure uninterrupted pours.
Testing and Startup of All Pumps	$300,000	40 days	MODERATE	Perform factory acceptance testing at full flow and field testing at minimal flow to reduce bypassing and recirculation requirements.
Schedule Creep	$450,000	20 days	STANDARD	Establish detailed planning from design through startup, maintain schedule discipline, and monitor progress to prevent incremental delays.
Value Engineering Integration	$500,000	60 days	MODERATE	Foster a collaborative CM/GC environment to identify and evaluate cost-saving ideas, ensuring sufficient time for Engineer and Owner review.
Decision Uncertainty	$250,000	90 days	STANDARD	Maintain a Decision and Design Evolution Log to document resolutions and ensure design and construction alignment with agreed project objectives.
Process Integration	$750,000	90 days	STANDARD	Develop isolation plans with plant staff and AE2S; use temporary bypasses, night/ weekend and low flow windows.
Multi-Discipline Interface	$500,000	60 days	STANDARD	Full digital model coordination using Navisworks and 3D scans, weekly coordination meetings, early equipment submittals.
Equipment Compatability	$600,000	75 days	MODERATE	Conduct early vendor workshops with SKM and Skyline, require testing for communications and I/O, FAT approval before shipment.
Maintaining Operations	$1,000,000	120 days	HIGH	Maintain process capacity by sequencing work in isolated zones, install temporary bypass pumping or rental treatment units, monitoring of flows, emergency back-up pumping plan.
Future Expansion	$350,000	45 days	STANDARD	Confirm layout with master plan, pipe corridors, structural allowance, integrate capacity for long-term growth.

STANDARD RISK	MODERATE RISK	HIGH RISK
> Internal to the CM/GC	> Influential Stakeholders involved	> Impact to project objectives and project completion

TOP THREE IDENTIFIED RISKS AND MITIGATION PLANS

RISK: Maintaining Permit Compliance During Construction

Risk: Existing facility may reach capacity before expansion completion.

Mitigation: Implement early work to modify existing oxidation ditch; evaluate rental or purchase of a temporary 1.0 MGD MBR system to supplement capacity until commissioning.

RISK: Treatment Equipment Delays

Risk: Late delivery of switchgear, transformers, or membrane units could delay startup.

Mitigation: Package critical equipment into early GMPs; secure purchase orders within 60 days of preconstruction award; maintain manufacturer coordination through design.

RISK: Selecting an Inexperienced CM/GC Partner

Risk: A team lacking CM/GC experience could miss procurement windows, mismanage design coordination, and erode collaboration.

Mitigation: MGC brings 20+ years of CM/GC experience with proven systems, communication protocols, and trusted partners (SKM, Skyline Electric, and other vetted subcontractors).

CM/GC Project Highlight: Trinity Well Field Booster Pump Station & Membrane Treatment, New Braunfels, TX



MGC delivered the Trinity Well CM/GC project on an accelerated 12-month schedule by aligning with the owner's priorities and fast-tracking submittals for long-lead equipment. Early planning and proactive coordination ensured all milestones were met and the project successfully remained on schedule.

3. Discuss how the firm will approach 100% guaranteed maximum price (GMP) discussions and outline a plan for negotiating with Engineer and Owner about discrepancies surrounding budget line items, risk allocations, and contingency scope and dollars.

Approach to 100% Guaranteed Maximum Price (GMP) Discussions | MGC's approach to developing and negotiating the 100% Guaranteed Maximum Price (GMP) begins well before final design. We have already initiated this process by developing the preliminary cost model included with this proposal. While not a GMP, it provides the foundation for defining the overall project budget and the path to a final, accurate GMP.

Our guiding philosophy for collaborative delivery is Design to Budget. We use the cost model to work closely with AE2S and Eagle Mountain City to confirm alignment between scope and budget. If the project remains within budget, we will validate our pricing assumptions and ensure the design continues to support that target. If the cost model exceeds expectations, we will lead joint value engineering workshops to identify cost-saving opportunities—such as optimizing concrete wall and floor thicknesses or evaluating alternative building types—to achieve budget compliance without sacrificing quality or function.

Negotiating Budget Discrepancies | Resolving discrepancies in budget line items begins with complete understanding and transparency. During preconstruction, MGC conducts weekly design review workshops to stay aligned with design progress, followed by detailed budget review sessions—often held on-site—to review line-by-line cost breakdowns for labor, materials, equipment, and subcontractor pricing. With support from partners like Skyline Electric and SKM, we provide full cost visibility across every major scope area.

Discrepancies are rare due to this thorough process. However, if differences arise, MGC immediately convenes a collaborative workshop including our estimator, preconstruction manager, project manager, and superintendent, along with the engineer's estimating team and discipline leads (e.g., structural or electrical). Together, the group reviews assumptions, clarifies scope interpretation, and agrees on a fair resolution. In past projects, this transparent approach has consistently resulted in consensus—and in some cases, MGC has reduced our estimate to align with validated design assumptions.

Our goal is always a clear understanding, mutual trust, and lasting partnership. On previous CM/GC projects, when an owner engaged a

third-party estimator to verify costs, MGC's pricing proved lower than the independent review. If necessary, we fully support the City or AE2S engaging a third party to assist in resolving discrepancies objectively.

Risk Allocation | MGC's philosophy is simple: assign risk to the party best equipped to manage it.

- The CM/GC manages production and performance within the GMP.
- The Engineer manages design and process technology risks.
- The Owner manages risks associated with existing site conditions.

Improper risk allocation leads to inflated costs and schedule delays. MGC's experience with CM/GC delivery ensures risks are clearly identified, mitigation strategies are agreed upon, and each is assigned appropriately within contract documents. Through our risk management plan, we will identify, track, and manage project risks collaboratively to maintain both cost and schedule control.

Contingency Management | MGC maintains a clear and owner-focused approach to contingency management: the Owner controls all contingency funds, and all savings are returned to the Owner. On a recent CM/GC project, this process resulted in over $700,000 in unused contingency returned through a deductive change order.

Our contingency planning begins with quantifying known risks—assigning probabilities and potential cost impacts—to determine an appropriate amount. While a project's total risk register may list significant potential exposures, design development and mitigation efforts often justify a lower contingency value. Overestimating contingency can negatively affect budgets and bond ratings, so MGC focuses on balance and justification.

We also recommend carrying a small percentage for unknown risks, recognizing that unforeseen factors—such as tariffs or market shifts—can arise. For example, on the Bustamante WWTP CM/GC project, contingency funds were effectively used to offset unanticipated tariff costs.

> To provide structure, we divide contingency into two categories:
> - **Owner's Contingency:** Used for scope changes or Owner-directed enhancements.
> - **Contractor's Contingency:** Used for construction-related needs, such as recovery efforts after a force majeure event.

All uses require prior Owner approval through a transparent pricing and authorization process. At project completion, all unused contingency is returned to the Owner.

4. Provide a coherent project transition plan from pre-construction phase to construction phase.

TEAM CONTINUITY | MGC is committed to a seamless transition from preconstruction through commissioning, with the same core leadership team managing all phases to ensure full continuity, accountability, and communication. For MGC, only the project phase changes—not the team. This proven approach delivers consistent leadership, efficient transitions, and stronger partnerships with owners and engineers.



Mike Panter – Project Executive: Provides executive oversight, contract authority, and alignment with City goals.



Dan Taylor – Project Manager: Primary point of contact leading preconstruction through commissioning; manages schedule, budget, and overall project coordination.



Kirby Anderson – Preconstruction Manager: Leads cost modeling, value engineering, GMP development, and procurement strategy to support transparent budgeting.



Doug Hoopes – Construction Manager: Provides field leadership, oversees sequencing, electrical/instrumentation coordination, and startup/commissioning activities.



Mike Fallentine – Project Superintendent: Manages daily field operations, subcontractor coordination, schedule execution, productivity, and ensures safe, efficient delivery.



Sullivan Love – Quality Control Manager: Implements MGC's Quality Management Program; oversees inspections, testing, and verification from design through completion.

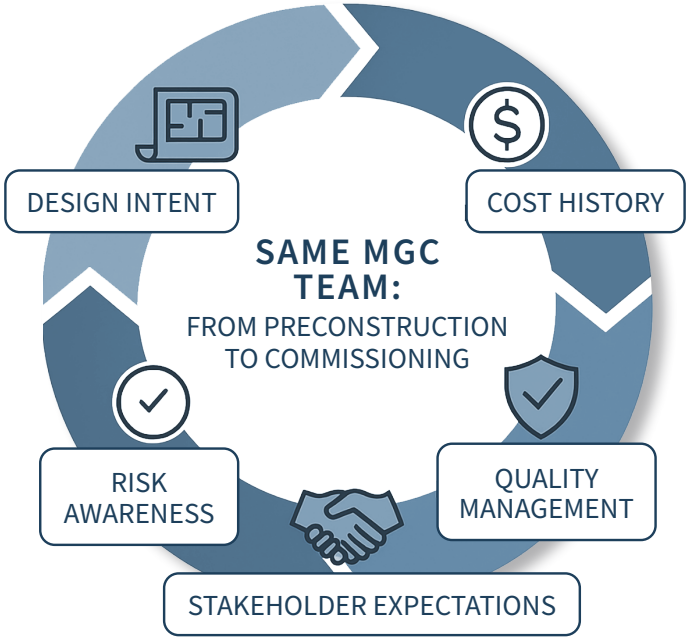


David Fagerstrom – MBR Expert: Provides guidance for MBR design, procurement, integration, and performance optimization.



Erick Ledezma – Safety Manager: Develops and enforces the Site-Specific Safety Plan, training, and incident prevention.

skm Skyline ELECTRIC SKM and Skyline Electric – Electrical and Automation Specialists



Maintaining the same experienced team through all phases preserves vital project intelligence—design intent, cost history, risk awareness, quality expectations, and stakeholder priorities—ensuring every decision is made with full context and continuity. This consistent leadership eliminates information gaps between phases, accelerates construction readiness, and will provide EMC with a single, accountable management team that fully understands the project from concept to commissioning.

On recent CM/GC and Design-Build projects such as the Provo Water Treatment Plant, Bustamante Wastewater Treatment Plant Expansion, and Walnut Creek Wastewater Treatment Plant, we utilized the same project leadership from preconstruction through startup. This consistency allowed our teams to carry forward design knowledge, procurement strategies, and constructability insights directly into construction, avoiding delays and ensuring smooth handoffs.

For example, on the Bustamante WWTP Expansion, the same preconstruction and construction managers transitioned seamlessly into field leadership roles, enabling the team to execute complex sequencing around active operations without interruption. Similarly, at the Provo WTP, maintaining the same core team allowed MGC to proactively manage BABA compliance and long-lead equipment challenges identified early in design, resulting in over $2 million in cost savings.

TRANSITION PLAN | MGC's transition from preconstruction to construction is a structured, collaborative process designed to eliminate information loss, maintain momentum, and accelerate project startup.

Preconstruction-to-Construction Alignment

Upon design completion and GMP approval, the full CM/GC team—including the Owner and design partners—conducts a transition workshop to review project scope, budget alignment, and updates to the risk register.

Documentation and Handoff

All preconstruction data—cost models, design decisions, value engineering recommendations, and constructability notes—are compiled into a comprehensive transition package that becomes the foundation for construction execution.

Procurement and Mobilization

Procurement strategies and subcontractor selections developed during preconstruction are executed immediately upon Notice to Proceed. Project Manager Dan Taylor begins drafting subcontracts and purchase orders during each GMP bid phase, finalizing details as subcontractors and suppliers are selected. Once the GMP is executed, procurement documents are issued promptly to maintain schedule momentum.

Schedule and Logistics Integration

The construction schedule and site logistics plan are validated by the same team that developed the preconstruction phasing strategy. Superintendent Mike Fallentine, who works onsite during preconstruction, coordinates directly with plant staff to plan laydown areas, crane staging, concrete pumping, and delivery routes—ensuring efficient operations without disrupting plant activities.

Kickoff and Communication

The first construction coordination meeting reaffirms communication protocols, safety objectives, and milestone priorities established during preconstruction—ensuring the entire team moves forward with shared clarity and purpose.

5. Provide examples of how the firm has demonstrated collaborative problem solving on previous CM/GC projects.

Collaborative Problem-Solving Approach on CM/GC Projects | MGC's CM/GC philosophy is founded on transparency, early involvement, and a one-team mindset that unites the Owner, Engineer, and Contractor around shared project goals. Through open-book budgeting, real-time constructability reviews, and collaborative workshops, we address challenges proactively—avoiding schedule delays and cost overruns.

Collaborative Tools and Practices | MGC will apply the same proven tools that have delivered success on similar CM/GC projects by:

- Conducting early **design and constructability workshops**.
- Maintaining transparent, open-book **cost management**.
- Holding weekly joint **issue-resolution meetings** to track and resolve design, schedule, and cost challenges before they impact progress.

RELEVANT PROJECT	CHALLENGE	COLLABORATIVE SOLUTION	RESULTS
Provo Water Treatment Plant (Provo, UT) 	BABA compliance requirements and material escalation created major post-bid budget pressure.	MGC collaborated with the City of Provo, manufacturers, and subcontractors—including Skyline Electric—to pursue BABA waivers and negotiate cost reductions.	Achieved $2.1 million in savings through approved waivers and supplier adjustments—demonstrating that MGC acts as a collaborative partner even on hard-bid projects.
Bustamante Wastewater Treatment Plant Expansion (El Paso, TX) 	Maintain continuous treatment operations during a major plant expansion where initial design phasing conflicted with existing flows and limited site access.	MGC led joint workshops with the Owner's operations team and design engineers to analyze live plant processes. Using phased 3D sequencing and constructability reviews, our team developed an alternative construction sequence and permanent bypass plan.	The revised plan maintained uninterrupted treatment, saved approximately $1.1 million in bypass pumping costs, and kept the project on schedule with zero permit violations.
Walnut Creek WWTP (Austin, TX) 	Equipment cost escalation during preconstruction threatened to exceed the Owner's budget.	Working closely with the Engineer and Owner, the MGC team evaluated alternative procurement strategies and reallocated risk between manufacturers and Owner.	The solution preserved design intent, reduced cost by 5%, and achieved GMP approval without scope reduction.
Mona WWTP MBR Expansion (Mona, UT) 	Unexpected groundwater infiltration was discovered less than 8 feet below grade after excavation began.	Although not an MGC project, our MBR Expert David Fagerstrom was serving as Project Manager, and led the team in redesigning the excavation using sheet piling to reduce footprint, backfill quantities, and eliminate dewatering wells.	The Owner avoided any change order costs, maintained schedule, and minimized environmental disturbance.

INNOVATIVE SOLUTIONS: 3D Scanning and BIM Integration

MGC's project delivery approach integrates 3D scanning technology to enhance accuracy, coordination, and field execution on complex expansion projects such as the Eagle Mountain Wastewater Treatment Facility. Using high resolution LiDAR scanners, our team can produce Navisworks compatible point clouds with dimensional accuracy within 1/16 inch, enabling seamless integration between existing facilities and new construction.

This capability is particularly beneficial on plant expansion projects where the tie-in between existing and new systems demands precision. By scanning existing structures, piping, and equipment, MGC can model the actual field conditions rather than relying solely on dated or incomplete as-built drawings. This level of accuracy significantly reduces rework, change orders, and schedule delays associated with unforeseen field conflicts.

The scans are fully integrated into our BIM environment, allowing our preconstruction and field teams to perform detailed clash detection between existing conditions and proposed improvements. This coordination extends to all trades and subcontractors, supporting the development of constructible work packages that can be shared directly with field crews. Our craft labor teams use these models to visualize installation sequences and access constraints, improving safety and installation efficiency.

During construction, 3D scans validate installed conditions and produce precise as-built documentation. This verified digital model can integrate with the City's asset management systems, tagging each valve, pump, and control panel with serial numbers, model data, and O&M references for future maintenance and training.

MGC has successfully applied this technology on recent MBR projects to enhance coordination among designers, City staff, and field teams—supporting accurate constructability reviews and streamlined turnover documentation.

KEY BENEFITS OF 3D SCANNING + BIM INTEGRATION

- **Captures real-world site conditions within 1/16" precision**
- **Prevents rework and costly field conflicts**
- **Enables seamless tie-ins between new and existing systems**
- **Supports coordinated BIM models for all trades**
- **Improves safety and installation efficiency**
- **Creates a verified digital as-built for long-term asset management**



Drone footage of Provo Wastewater Treatment Plant - MBR Facilities



3D Scan of Provo Wastewater Treatment Plant - MBR Facilities: 3D scans provide site information within 1/16" accuracy.

D. PRE-CONSTRUCTION SERVICES

1. At a minimum, include the following scope:

a. Value Engineering and Constructability Review | MGC will provide formal Value Engineering and Constructability Review memoranda at the 30%, 60%, and 90% design stages. Each memorandum will summarize cost-saving ideas, constructability observations, and recommendations aligned with project objectives.

b. Cost Model development and workshops | MGC will develop and refine a detailed cost model throughout design progression, culminating in an estimated GMP at each design stage. This includes dedicated time for collaborative workshops with the Owner and Engineer at each milestone, as well as for final negotiations, 100% GMP development, and early work package coordination.



Cost model development workshop with MGC's preconstruction and estimating teams. We believe that successful projects always start with intentional, collaborative planning.

c. Information addressing Project Objectives and Scope | MGC's preconstruction scope includes addressing key project objectives not explicitly identified in the pricing documents. These include:

- Ongoing schedule development and analysis
- Project Execution Plan preparation
- Site investigation and evaluation
- Permitting assistance and coordination
- Subcontractor selection plan
- Alternative cost/value engineering workshops
- Biddability and risk reviews
- Advertisement and outreach for bid documents

d. Other preconstruction services, if any.

See "Additional Preconstruction Services," right.

ADDITIONAL PRECONSTRUCTION SERVICES | Beyond the requested scope, MGC provides additional services at no added cost to the Owner as part of our preconstruction fee.

- Onsite Superintendent presence during preconstruction
- Virtual Design and Construction (VDC) development including 3D modeling and BIM coordination
- Risk Register development, mitigation planning, and updates
- Construction Logistics Plan (access, staging, laydown, material flow)
- Life-cycle cost analysis
- Evaluation of emerging technologies, prefabrication, and modularization opportunities
- Site-specific Safety Plan development
- Design Evolution Log (tracking design changes and related impacts)
- Detailed Maintenance of Plant Operations (MOPO) plans with hour-by-hour sequencing for bypasses or shutdowns
- Equipment performance and manufacturer evaluation visits (e.g., Provo facility tour with Eagle Mountain staff)
- Bid market analysis: local subcontractor capacity and competition
- Code compliance verification
- GMP negotiation meetings and documentation
- Online document control and file-sharing system with Owner/Engineer access for full transparency
- Subcontractor and supplier outreach for early engagement
- Community or "town hall" coordination meetings as requested Bluebeam Studio collaboration sessions for live plan collaboration
- Schedule alternative analyses and what-if scenarios
- Stakeholder goal-setting and quarterly progress reviews
- Executive-level coordination meetings (quarterly or as needed)
- Transition plan development from design to construction
- Site as-built and above-grade verification reviews
- Travel to out-of-state equipment evaluation meetings as required
- CM/GC workshops (partnering, collaboration, goal setting)

Additional Value-Add:
Onsite General Superintendent, Mike Fallentine

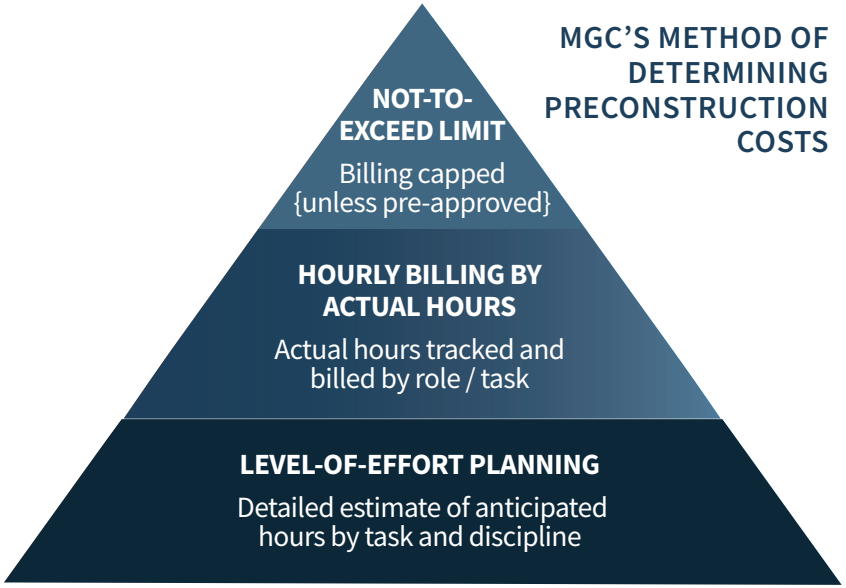


Having Mike onsite from the start ensures quick decision-making and alignment with project goals. His early involvement smooths the transition from preconstruction to construction, handling constructability reviews, logistics, and sequencing before mobilization. Continuous oversight keeps schedules on track by managing crews, inspections, and deliveries. Mike's onsite presence boosts productivity, safety, and quality - at no extra cost to the City.

2. Provide estimated costs for all pre-construction services and the method for determining the costs (lump sum, hour not-to-exceed, etc.).

Methodology: MGC has carefully evaluated the required preconstruction services and developed a detailed level-of-effort estimate identifying anticipated hours by role and task. Preconstruction services will be provided on an hourly, not-to-exceed basis. MGC will bill actual hours incurred but will not exceed the total proposed preconstruction fee without prior written approval. Field investigations or subsurface explorations (e.g., soft-dig verifications) are excluded from the current scope. Any such additional services will be handled transparently through an agreed-upon allowance.

MGC'S METHOD OF DETERMINING PRECONSTRUCTION COSTS



EXCLUDED SERVICES MANAGED SEPARATELY (ALLOWANCES)

3. Cost Inclusions for providing CM/GC services | MGC's CM/GC and preconstruction fees include all costs, overhead, profit, and markups associated with delivering these services.

Post-construction services include full warranty support and follow-up inspections. MGC remains a committed partner well beyond project completion—our local team, including Superintendent Mike Fallentine and Project Manager Dan Taylor, both reside within 15 minutes of the project site, ensuring immediate response to any warranty concerns.

OUR LOCAL TEAM IS READY TO START.

MGC brings the strength of a highly experienced contractor, but we show up with the accessibility and personal touch of a small, local team. Both our Project Manager and Superintendent live minutes away from the project site, giving the daily attention and real-time responsiveness. The rest of our key team works out of our Lehi office - just a short drive away - so we can be on-site quickly, meet in person, and support the City without delay. Because we live and work in this community, we understand what matters here, and we take personal pride in delivering a project that benefits Eagle Mountain for the long term.



E. CM/GC FEE AND CONTINGENCIES PLAN

Propose how the CM/GC Fee will be determined, whether it is lump sum, % of GMP or some other method. Provide a brief description of the firm's decision process for proposing the chosen method.

MGC determines its CM/GC fee through a balanced evaluation of project-specific risk and delivery factors. Each project is unique in scope, schedule, complexity, and market conditions, and our fee structure reflects a comprehensive assessment of these conditions to ensure the City's objectives are met.

The proposed CM/GC fee will be a percentage applied to the total cost of the project, which includes general conditions, cost of work, and indirect support services. This method provides transparency and allows the Owner to clearly understand how the fee relates to overall project value.

Propose how owner contingencies, CM/GC contingencies, and any other contingencies will be handled throughout the duration of the CM/GC contract. Describe other cost saving strategies or any other pertinent information for handling out of scope work.

MGC manages all contingencies under a transparent, open-book approach to ensure accountability and shared decision-making throughout the CM/GC contract. All contingency funds are clearly identified in the Schedule of Values or within a dedicated Contingency Log that is updated and reviewed with the Owner at each GMP stage. Whenever contingency use is proposed, MGC prepares a detailed open-book estimate describing scope, labor, material, and subcontractor costs for Owner review and approval prior to allocation.

Owner's contingency is established within the GMP to address unforeseen conditions or scope modifications directed by the City. This fund remains fully controlled by the Owner, with expenditures authorized only after documented review and approval. As the design progresses and scope definition improves, the Owner's contingency can be progressively reduced to reflect diminished project uncertainty.

The CM/GC contingency covers minor cost variations within the contractor's control, such as means and methods adjustments or coordination issues that do not warrant a change order. This contingency is managed by MGC and reported monthly to the Owner. All unused CM/GC contingency at project closeout is returned to the Owner.



MGC identifies contingency early in preconstruction at the initial cost model stage and reduces it incrementally as design progresses and work items are clearly defined. This risk-based approach ensures contingency levels remain proportional to the remaining uncertainty at each phase.

Cost-Saving and Out-of-Scope Strategies

Collaborative Review

Through value engineering and constructability workshops, potential scope gaps or conflicts are resolved early.

Proactive Procurement

Early identification of long-lead equipment minimizes escalation risk and schedule impacts.

Shared Risk

Contingencies are used only when clearly justified and supported by open-book documentation, confirming all project stakeholders remain committed to the project's best value.

Out-of-Scope Work

Addressed through Owner approval, ensuring that contingency is never used for scope changes without prior authorization.

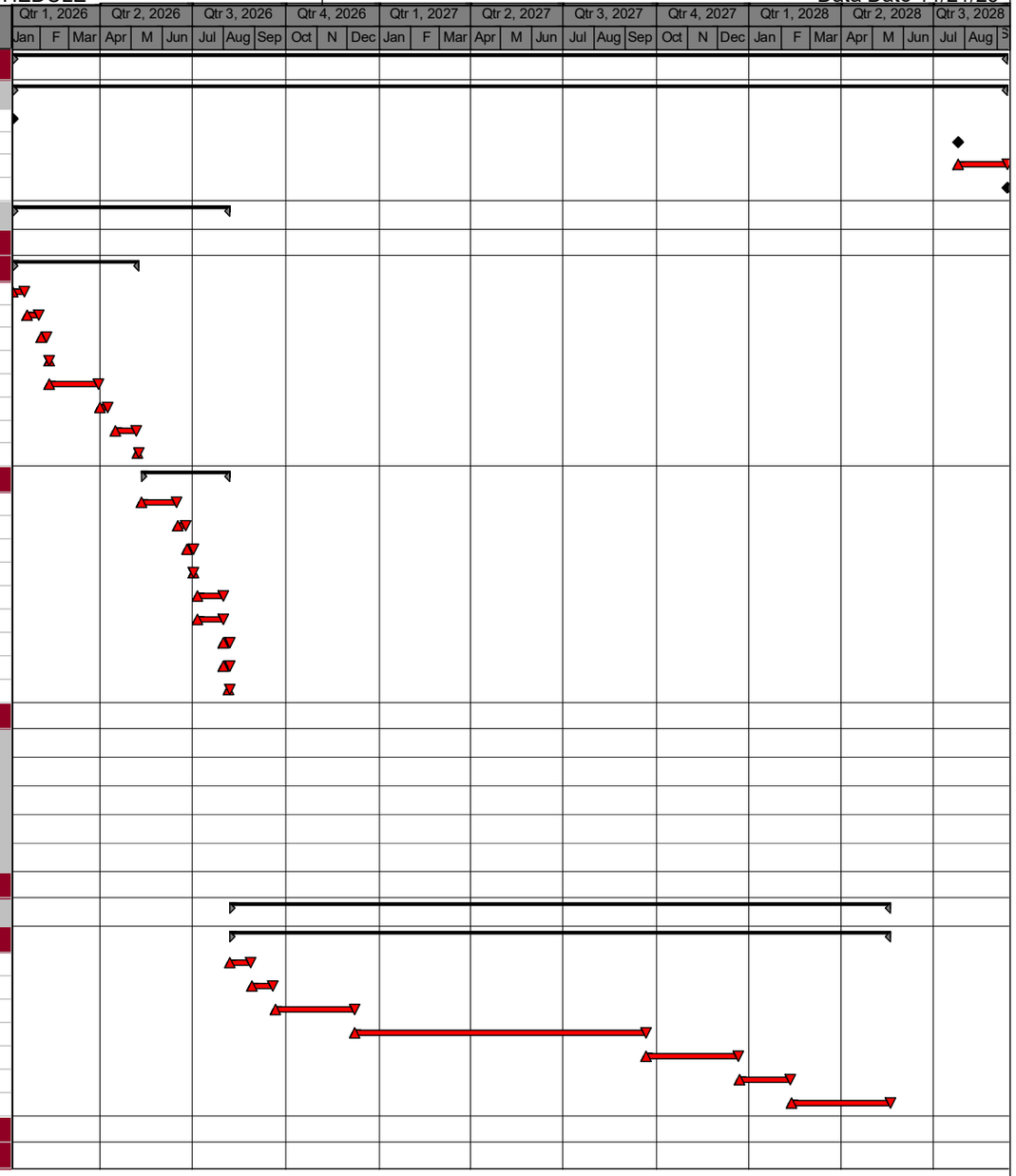
MGC's contingency approach minimizes uncertainty, maintains transparency, and returns unused funds to the Owner. Our disciplined, risk-based approach has consistently delivered successful outcomes on CM/GC projects where contingencies were reduced and returned due to effective early collaboration and cost management.

ANTICIPATED CRITICAL PATH ONLY SCHEDULE



Eagle Mountain MBR Expansion | 30% CPM SCHEDULE | Data Date 11/21/25

#	Activity Name	Original Duration	Start	Finish
1	**Eagle Mountain MBR Expansion**	686d	01/05/26	09/11/28
2	**Project Milestones**	686d	01/05/26	09/11/28
3	NTP Issued for Design Phase	0d	01/05/26*	
4	Substanital Completion - Plant Expansion Scope	0d		07/24/28
5	Punchlist / Site Clean Up / Demob	34d	07/25/28	09/11/28
6	Project Final Completion	0d		09/11/28*
7	**Preconstruction Phase**	152d	01/05/26	08/06/26
8	Existing Plant Modifications GMP 1	0d		
9	GMP 1 Development (Early Procurement)	90d	01/05/26	05/08/26
10	Finalize 30% Design Documents	10d	01/05/26	01/16/26
11	Finalize 30% Cost Model	10d	01/19/26	01/30/26
12	30% Design Review	5d	02/02/26	02/06/26
13	30% Design Workshop All Parties	1d	02/09/26	02/09/26
14	Develop 60% Design Documents	35d	02/10/26	03/30/26
15	60% Design Review & Revisions	7d	03/31/26	04/08/26
16	60% Design Review	15d	04/16/26	05/06/26
17	60% Design Workshop All Parties	1d	05/08/26	05/08/26
18	GMP 2 Developement (Construction of 6MGD MBR WW Expansion)	62d	05/11/26	08/06/26
19	Develop 90% Design Documents	25d	05/11/26	06/15/26
20	Develop 90% Cost Model	7d	06/16/26	06/24/26
21	90% Design Review	5d	06/25/26	07/01/26
22	90% Design Workshop All Parties	1d	07/02/26	07/02/26
23	Subs, Suppliers & Vendor Pricing Due	20d	07/06/26	07/31/26
24	Development of GMP 2	20d	07/06/26	07/31/26
25	Submit GMP 2 for Review	5d	07/31/26	08/06/26
26	Negotiate GMP	5d	07/31/26	08/06/26
27	GMP 2 Executed	1d	08/06/26	08/06/26
28	GMP 3 Development (Final Grading, Paving, and Sitework)	0d		
29	**Submittal Development**	0d		
30	**Submittal Review**	0d		
31	**Procurement**	0d		
32	**Sitework**	0d		
33	**Construction Phase - Existing Plant Modifications**	0d		
34	Existing Oxidation Ditch Upgrades (GMP 1)	0d		
35	**Construction Phase - Plant Expansion (GMP 2)**	455d	08/07/26	05/18/28
36	BNR	455d	08/07/26	05/18/28
37	Excavate & Subgrade	15d	08/07/26	08/27/26
38	Install Underslab Piping	15d	08/28/26	09/18/26
39	Form / Rebar / Pour Slab	55d	09/21/26	12/07/26
40	Form / Rebar / Pour Walls	200d	12/08/26	09/20/27
41	Form / Rebar / Pour Decks	65d	09/21/27	12/21/27
42	Test Basins	35d	12/22/27	02/10/28
43	Install Mechanical Piping and Aeration Equipment	70d	02/11/28	05/18/28
44	MTB Building	0d		
45	Sludge Storage Tank	0d		



Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

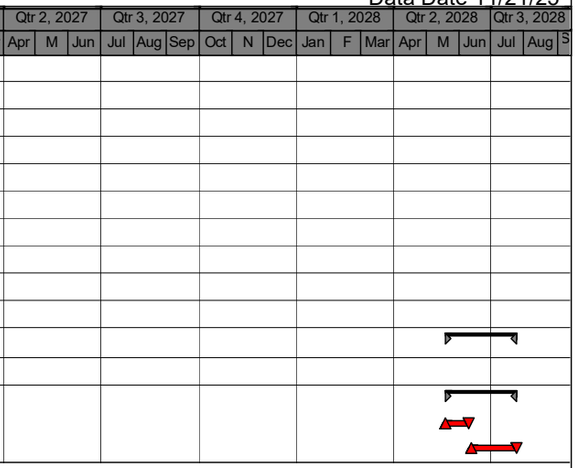
Employee Owned MGC QUALITY · PERFORMANCE · VALUE

EAGLE MOUNTAIN

AE2S

Eagle Mountain MBR Expansion | 30% CPM SCHEDULE | Data Date 11/21/25

#	Activity Name	Original Duration	Start	Finish
46	Headworks 2	0d		
47	Solids Handling Building	0d		
48	Odor Control	0d		
49	Electrical Building	0d		
50	Admin Building	0d		
51	Chemical Feed Building	0d		
52	Backup Generator	0d		
53	Garage	0d		
54	IPS Expansion	0d		
55	Site Utility & Grade work	0d		
56	**System Start-Up & Commissioning**	45d	05/19/28	07/24/28
57	Existing Plant Modifications System Start-Up	0d		
58	Plant Expansion System Start-Up	45d	05/19/28	07/24/28
59	System Performance Testing	15d	05/19/28	06/09/28
60	Full Operational Testing (Entire System)	30d	06/12/28	07/24/28



Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

Employee Owned MGC QUALITY · PERFORMANCE · VALUE

EAGLE MOUNTAIN

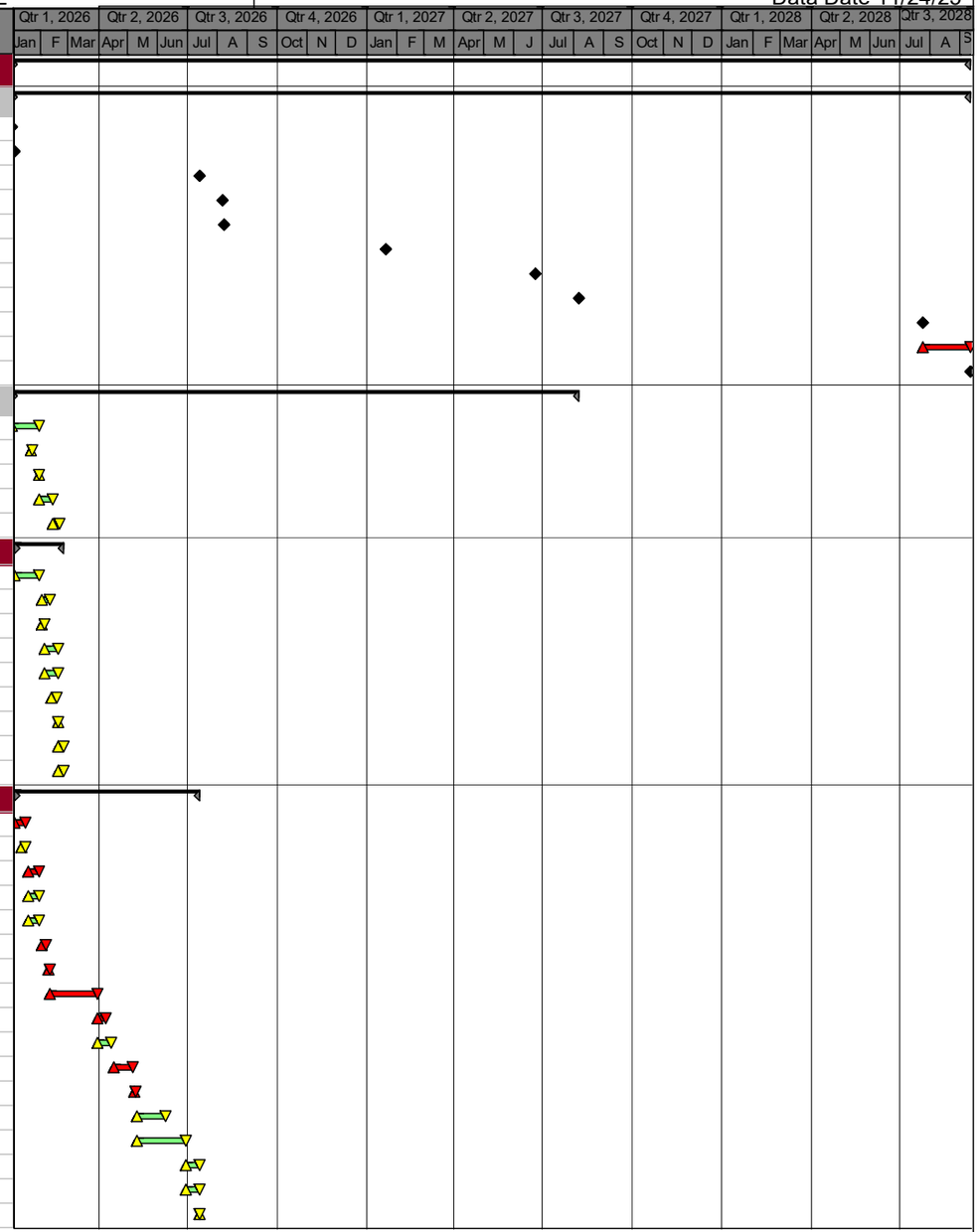
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COMPREHENSIVE CPM SCHEDULE



Eagle Mountain MBR Expansion | 30% CPM SCHEDULE | Data Date 11/24/25

#	Activity Name	Original Duration	Start	Finish
1	**Eagle Mountain MBR Expansion**	687d	01/02/26	09/11/28
2	**Project Milestones**	687d	01/02/26	09/11/28
3	Contract Awarded	0d	01/02/26*	
4	NTP Issued for Design Phase	0d	01/05/26*	
5	GMP 1 Finalized	0d		07/13/26
6	GMP 2 Finalized	0d		08/06/26
7	NTP Issued for Construction (Expansion)	0d	08/07/26	
8	Substanital Completion - Existing Plant Modifications	0d		01/20/27
9	Final Design Complete	0d		06/22/27
10	GMP 3 Finalized	0d		08/06/27
11	Substanital Completion - Plant Expansion Scope	0d		07/24/28
12	Punchlist / Site Clean Up / Demob	34d	07/25/28	09/11/28
13	Project Final Completion	0d		09/11/28*
14	**Preconstruction Phase**	408d	01/02/26	08/06/27
15	Facility Plan Development	20d	01/02/26	01/29/26
16	Partnering Session (Full Day)	1d	01/22/26	01/22/26
17	Design Workshop	1d	01/30/26	01/30/26
18	Facility Plan Review	10d	01/30/26	02/12/26
19	Facility Plan Revisions	5d	02/13/26	02/19/26
20	Existing Plant Modifications GMP 1	37d	01/05/26	02/24/26
21	Develop Final Design Documents	20d	01/05/26	01/30/26
22	Final Design Review & Revisions	7d	02/02/26	02/10/26
23	Develop Final Cost Model	3d	02/02/26	02/04/26
24	Subs, Suppliers & Vendor Pricing Due	10d	02/05/26	02/18/26
25	Development of GMP EX Plant Mods	10d	02/05/26	02/18/26
26	Final Design Review	5d	02/11/26	02/17/26
27	Final Design Workshop All Parties	1d	02/18/26	02/18/26
28	Submit GMP for Review	5d	02/18/26	02/24/26
29	Negotiate GMP EX Plant Mods	5d	02/18/26	02/24/26
30	GMP 1 Development (Early Procurement)	134d	01/05/26	07/13/26
31	Finalize 30% Design Documents	10d	01/05/26	01/16/26
32	30% Design Review & Revisions	5d	01/12/26	01/16/26
33	Finalize 30% Cost Model	10d	01/19/26	01/30/26
34	Site Survey	10d	01/19/26	01/30/26
35	Site Pothole/Geotech Report	10d	01/19/26	01/30/26
36	30% Design Review	5d	02/02/26	02/06/26
37	30% Design Workshop All Parties	1d	02/09/26	02/09/26
38	Develop 60% Design Documents	35d	02/10/26	03/30/26
39	60% Design Review & Revisions	7d	03/31/26	04/08/26
40	Develop 60% Cost Model	10d	03/31/26	04/13/26
41	60% Design Review	15d	04/16/26	05/06/26
42	60% Design Workshop All Parties	1d	05/08/26	05/08/26
43	Subs, Suppliers & Vendor Pricing Due	20d	05/11/26	06/08/26
44	Development of GMP 1	35d	05/11/26	06/29/26
45	Submit GMP 1 for Review	10d	06/29/26	07/13/26
46	Negotiate GMP 1	10d	06/29/26	07/13/26
47	GMP 1 Executed	1d	07/13/26	07/13/26



Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

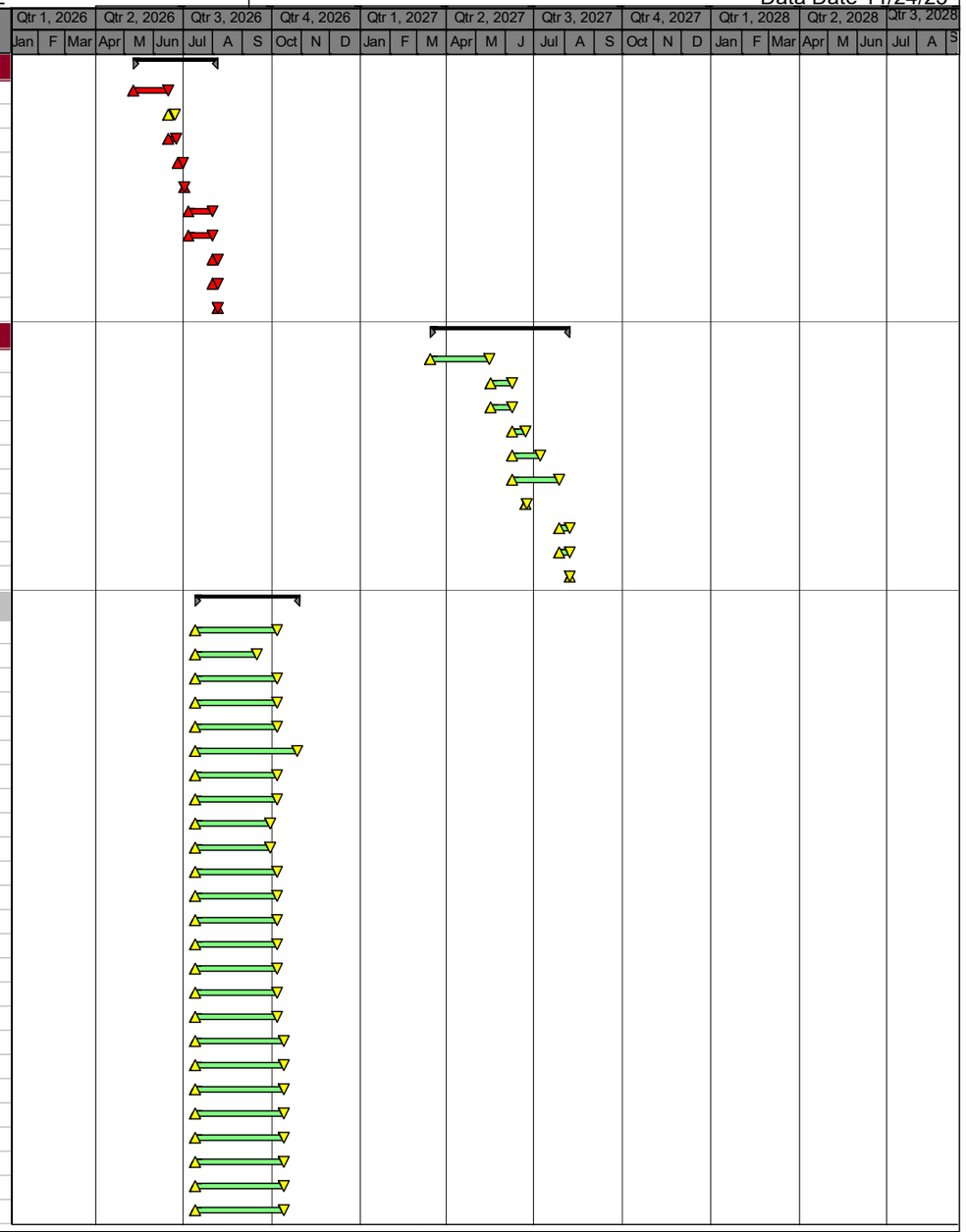
Employee Owned MGC QUALITY · PERFORMANCE · VALUE

EAGLE MOUNTAIN

AES2

Eagle Mountain MBR Expansion | 30% CPM SCHEDULE | Data Date 11/24/25

#	Activity Name	Original Duration	Start	Finish
48	GMP 2 Developement (Construction of 6MGD MBR WW Expansion)	62d	05/11/26	08/06/26
49	Develop 90% Design Documents	25d	05/11/26	06/15/26
50	90% Design Review & Revisions	5d	06/16/26	06/22/26
51	Develop 90% Cost Model	7d	06/16/26	06/24/26
52	90% Design Review	5d	06/25/26	07/01/26
53	90% Design Workshop All Parties	1d	07/02/26	07/02/26
54	Subs, Suppliers & Vendor Pricing Due	20d	07/06/26	07/31/26
55	Development of GMP 2	20d	07/06/26	07/31/26
56	Submit GMP 2 for Review	5d	07/31/26	08/06/26
57	Negotiate GMP	5d	07/31/26	08/06/26
58	GMP 2 Executed	1d	08/06/26	08/06/26
59	GMP 3 Development (Final Grading, Paving, and Sitework)	103d	03/15/27	08/06/27
60	Develop Final Design Documents	45d	03/15/27*	05/14/27
61	Final Design Review & Revisions	15d	05/17/27	06/07/27
62	Develop Final Cost Model	15d	05/17/27	06/07/27
63	Final Design Review	10d	06/08/27	06/21/27
64	Subs, Suppliers & Vendor Pricing Due	20d	06/08/27	07/06/27
65	Development of GMP 3	34d	06/08/27	07/26/27
66	Final Design Workshop All Parties	1d	06/22/27	06/22/27
67	Submit GMP 3 for Review	10d	07/26/27	08/06/27
68	Negotiate GMP	10d	07/26/27	08/06/27
69	GMP 3 Executed	1d	08/06/27	08/06/27
70	Submittal Development	78d	07/14/26	10/30/26
71	26 05 08 ELECTRICAL SERVICE	60d	07/14/26	10/06/26
72	26 05 43 UNDERGROUND DUCT AND RACEWAYS FOR ELECTRICAL SYSTEMS	45d	07/14/26	09/15/26
73	26 12 00 PADMOUNTED DISTRIBUTION TRANSFORMERS	60d	07/14/26	10/06/26
74	26 13 00 MEDIUM VOLTAGE METAL CLAD SWITCHGEAR	60d	07/14/26	10/06/26
75	26 22 00 GENERAL PURPOSE DRY-TYPE DISTRIBUTION TRANSFORMER	60d	07/14/26	10/06/26
76	26 24 19 MOTOR CONTROL CENTERS	75d	07/14/26	10/27/26
77	26 29 23 VARIABLE FREQUENCY MOTOR CONTROLLERS	60d	07/14/26	10/06/26
78	26 32 13 ENGINE GENERATORS	60d	07/14/26	10/06/26
79	40 27 21 PROCESS ELECTRIC ACTUATORS	55d	07/14/26	09/29/26
80	40 63 43 PROGRAMMABLE LOGIC CONTROLLERS	55d	07/14/26	09/29/26
81	41 22 00 CRANES AND HOISTS	60d	07/14/26	10/06/26
82	41 12 13 SCREENINGS SCREW CONVEYOR	60d	07/14/26	10/06/26
83	41 60 00 MOBILE PLANT EQUIPMENT	60d	07/14/26	10/06/26
84	41 22 13 CRANES	60d	07/14/26	10/06/26
85	41 22 23 HOISTS	60d	07/14/26	10/06/26
86	41 23 14 OVERHEAD CRANE SYSTEMS	60d	07/14/26	10/06/26
87	41 66 00 MOBILE PLANT EQUIPMENT	60d	07/14/26	10/06/26
88	43 00 00 PROCESS GAS AND LIQUID HANDLING, PURIFICATION, AND STORAGE E	65d	07/14/26	10/13/26
89	43 10 00 GAS HANDLING EQUIPMENT	65d	07/14/26	10/13/26
90	43 11 12 INTEGRALLY-GEARED SINGLE STAGE CENTRIFUGAL BLOWER	65d	07/14/26	10/13/26
91	43 11 33 ROTARY LOBE BLOWERS	65d	07/14/26	10/13/26
92	43 12 00 GAS COMPRESSORS	65d	07/14/26	10/13/26
93	43 20 00 LIQUID HANDLING EQUIPMENT	65d	07/14/26	10/13/26
94	43 21 13 VERTICAL TURBINE PUMPS	65d	07/14/26	10/13/26
95	43 22 56 LIQUID PROCESS MIXERS	65d	07/14/26	10/13/26



Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

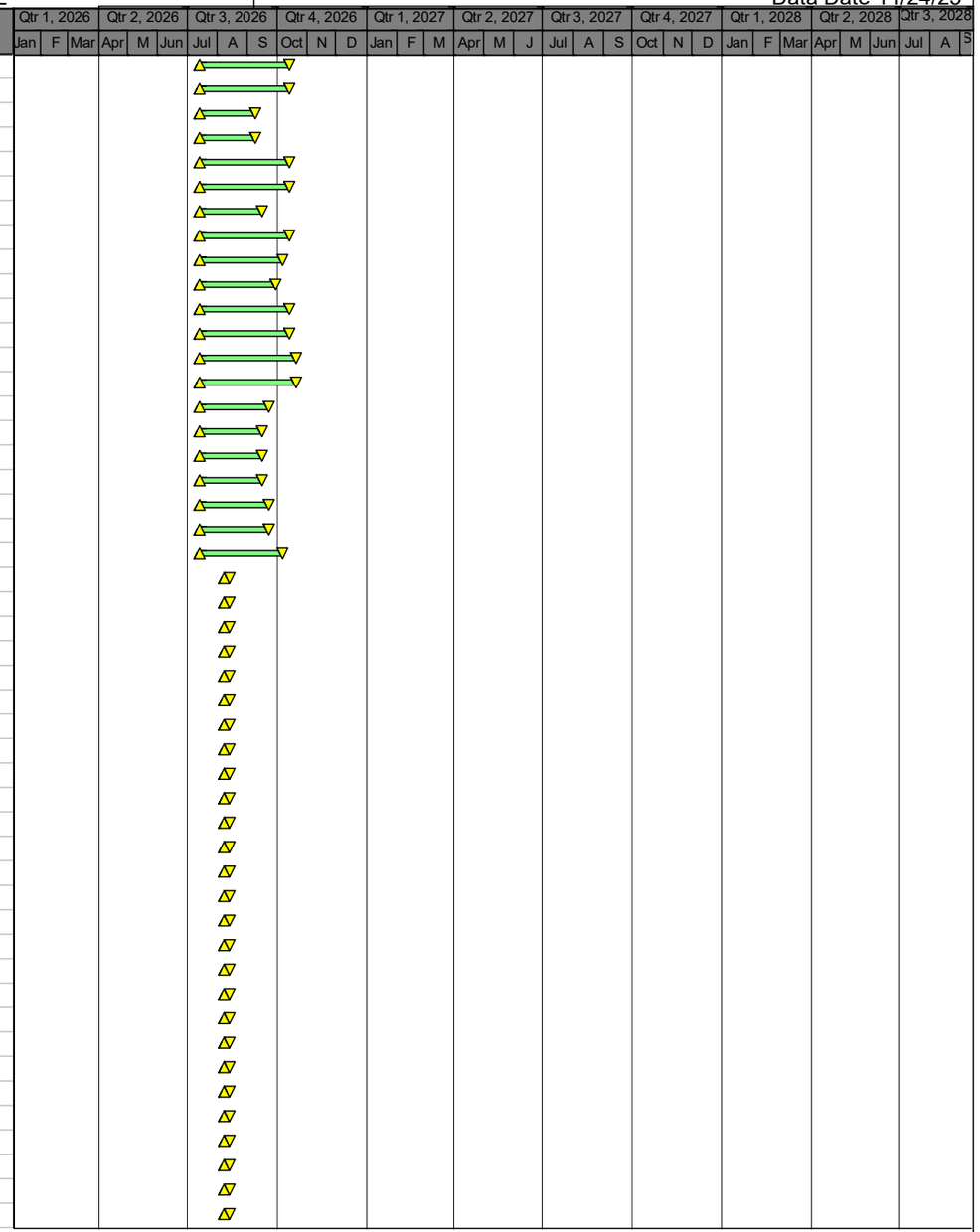
Employee Owned MGC QUALITY · PERFORMANCE · VALUE

EAGLE MOUNTAIN

AE2S

Eagle Mountain MBR Expansion | 30% CPM SCHEDULE | Data Date 11/24/25

#	Activity Name	Original Duration	Start	Finish
96	43 22 70 AUTOMATIC SAMPLER	65d	07/14/26	10/13/26
97	43 21 15 HORIZONTAL CENTRIFUGAL PUMPS	65d	07/14/26	10/13/26
98	43 23 31 VERTICAL CENTRIFUGAL PUMPS	40d	07/14/26	09/08/26
99	43 23 31.1 VERTICAL TURBINE SOLIDS HANDLING PUMPS	40d	07/14/26	09/08/26
100	43 23 57 PROGRESSIVE CAVITY PUMPS	65d	07/14/26	10/13/26
101	43 20 00 ROTARY LOBE PUMPS	65d	07/14/26	10/13/26
102	43 25 13 SUBMERSIBLE WET PIT PUMPS	45d	07/14/26	09/15/26
103	43 40 00 GAS AND LIQUID STORAGE	65d	07/14/26	10/13/26
104	44 31 19 PACKAGED ODOR CONTROL SYSTEM	60d	07/14/26	10/06/26
105	46 20 00 WATER AND WASTEWATER PRELIMINARY TREATMENT EQUIPMENT	55d	07/14/26	09/29/26
106	46 21 13 COARSE RAKE SCREENS	65d	07/14/26	10/13/26
107	46 21 36 INTERNALLY FED ROTARY SCREEN	65d	07/14/26	10/13/26
108	46 23 00 GRIT REMOVAL SYSTEM	70d	07/14/26	10/20/26
109	46 23 63 GRIT CLASSIFYING AND WASHING EQUIPMENT	70d	07/14/26	10/20/26
110	46 30 00 WATER AND WASTEWATER CHEMICAL FEED EQUIPMENT	50d	07/14/26	09/22/26
111	46 33 33 POLYMER BLENDING AND FEED SYSTEMS	45d	07/14/26	09/15/26
112	46 33 44 PERISTALTIC METERING PUMPS	45d	07/14/26	09/15/26
113	46 40 00 WATER AND WASTEWATER CLARIFICATION AND MIXING EQUIPMENT	45d	07/14/26	09/15/26
114	46 51 21 COARSE BUBBLE DIFFUSERS	50d	07/14/26	09/22/26
115	46 51 46 MEMBRANE DIFFUSERS	50d	07/14/26	09/22/26
116	46 66 16 CLOSED-VESSEL LOW-PRESSURE/HIGH-INTENSITY ULTRAVIOLET TREA	60d	07/14/26	10/06/26
117	01 00 00 GENERAL REQUIREMENTS	5d	08/07/26	08/13/26
118	01 10 00 SUMMARY OF WORK	5d	08/07/26	08/13/26
119	01 12 16 WORK SEQUENCE	5d	08/07/26	08/13/26
120	01 14 00 WORK RESTRICTIONS	5d	08/07/26	08/13/26
121	01 21 00 ALLOWANCES	5d	08/07/26	08/13/26
122	01 23 00 CONTRACT CONSIDERATIONS AND ALTERNATES	5d	08/07/26	08/13/26
123	01 25 00 SUBSTITUTION PROCEDURES	5d	08/07/26	08/13/26
124	01 26 00 CONTRACT MODIFICATION PROCEDURES	5d	08/07/26	08/13/26
125	01 29 00 PROGRESS PAYMENT PROCEDURES	5d	08/07/26	08/13/26
126	01 29 75 MEASUREMENT AND PAYMENT	5d	08/07/26	08/13/26
127	01 31 13 PROJECT COORDINATION	5d	08/07/26	08/13/26
128	01 31 19 PROJECT MEETINGS	5d	08/07/26	08/13/26
129	01 33 00 SUBMITTAL PROCEDURES	5d	08/07/26	08/13/26
130	01 45 00 QUALITY CONTROL	5d	08/07/26	08/13/26
131	01 45 33 CODE-REQUIRED SPECIAL INSPECTIONS	5d	08/07/26	08/13/26
132	01 52 00 CONSTRUCTION FACILITIES	5d	08/07/26	08/13/26
133	01 55 00 VEHICULAR ACCESS AND PARKING AREAS	5d	08/07/26	08/13/26
134	01 56 00 TEMPORARY BARRIERS AND ENCLOSURES	5d	08/07/26	08/13/26
135	01 57 13 TEMPORARY EROSION AND SEDIMENT CONTROL	5d	08/07/26	08/13/26
136	01 65 00 PRODUCT DELIVERY REQUIREMENTS	5d	08/07/26	08/13/26
137	01 73 29 CUTTING AND PATCHING	5d	08/07/26	08/13/26
138	01 75 00 STARTING AND ADJUSTING	5d	08/07/26	08/13/26
139	01 77 00 CLOSEOUT PROCEDURES	5d	08/07/26	08/13/26
140	01 78 23 OPERATIONS AND MAINTENANCE DATA	5d	08/07/26	08/13/26
141	01 79 00 DEMONSTRATION AND TRAINING	5d	08/07/26	08/13/26
142	01 79 50 FINAL INSPECTION AND ACCEPTANCE	5d	08/07/26	08/13/26
143	01 91 00 COMMISSIONING	5d	08/07/26	08/13/26



Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

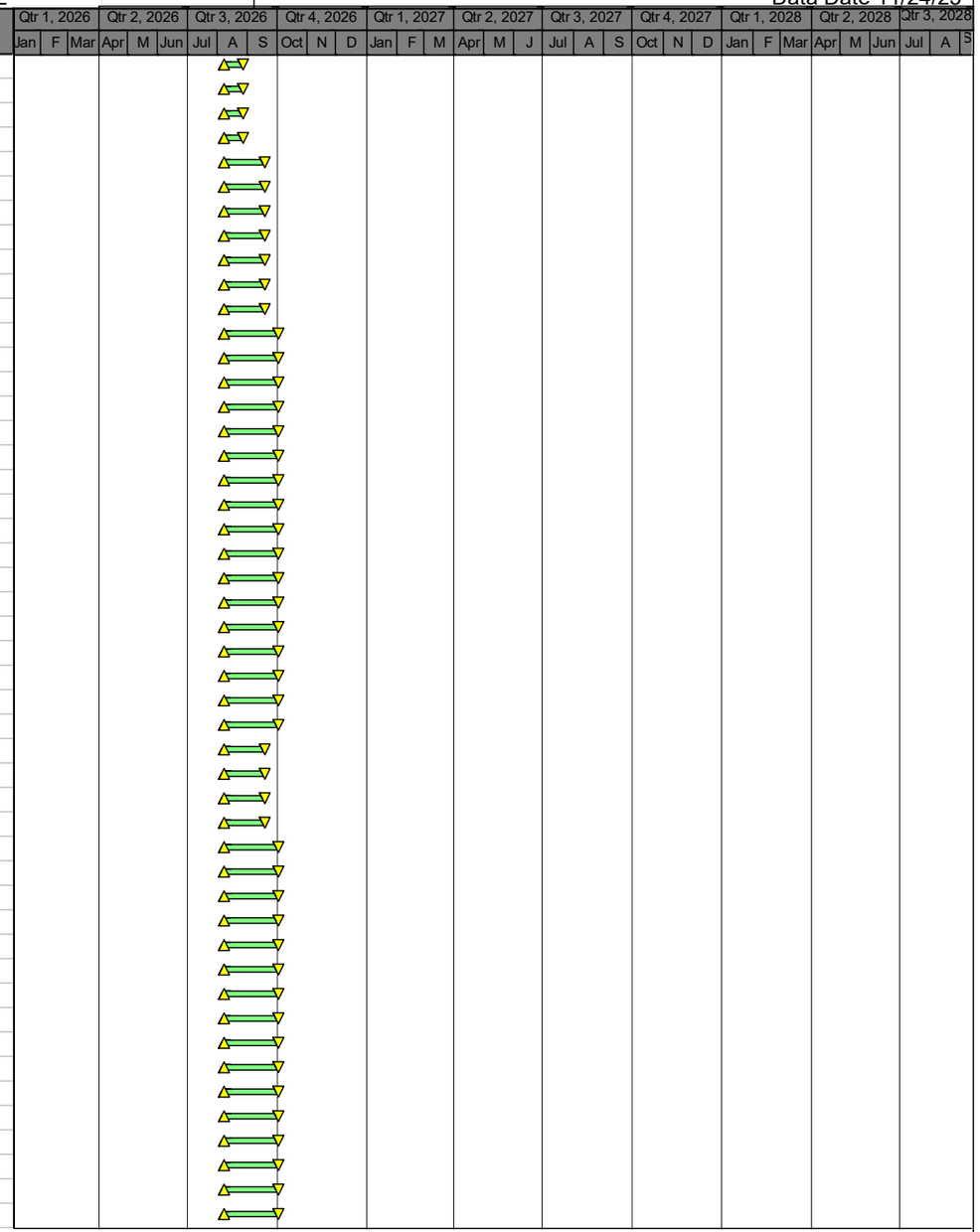
Employee Owned MGC QUALITY · PERFORMANCE · VALUE

EAGLE MOUNTAIN

AE2S

Eagle Mountain MBR Expansion | 30% CPM SCHEDULE | Data Date 11/24/25

#	Activity Name	Original Duration	Start	Finish
144	02 00 00 EXISTING CONDITIONS	15d	08/07/26	08/27/26
145	02 06 14 GEOTECHNICAL DATA REPORT	15d	08/07/26	08/27/26
146	02 14 00 DEWATERING AND STORMWATER PERMIT	15d	08/07/26	08/27/26
147	02 41 19 SELECTIVE SITE DEMOLITION	15d	08/07/26	08/27/26
148	03 00 00 CONCRETE	30d	08/07/26	09/18/26
149	03 01 00 MAINTENANCE OF CONCRETE	30d	08/07/26	09/18/26
150	03 10 00 CONCRETE FORMING AND ACCESSORIES	30d	08/07/26	09/18/26
151	03 20 00 CONCRETE REINFORCING	30d	08/07/26	09/18/26
152	03 30 00 CAST IN PLACE CONCRETE	30d	08/07/26	09/18/26
153	04 00 00 MASONRY	30d	08/07/26	09/18/26
154	04 22 00 UNIT MASONRY	30d	08/07/26	09/18/26
155	05 12 00 STRUCTURAL STEEL FRAMING	40d	08/07/26	10/02/26
156	05 51 00 METAL STAIRS	40d	08/07/26	10/02/26
157	05 53 05 METAL GRATINGS AND FLOOR PLATES	40d	08/07/26	10/02/26
158	06 00 00 WOODS, PLASTICS, AND COMPOSITES	40d	08/07/26	10/02/26
159	06 00 00 CARPENTRY	40d	08/07/26	10/02/26
160	06 20 23 CARPENTRY INSTALLATION	40d	08/07/26	10/02/26
161	06 71 00 FIBERGLASS REINFORCED GRATING AND STRUCTURAL SHAPES	40d	08/07/26	10/02/26
162	07 00 00 THERMAL AND MOISTURE PROTECTION	40d	08/07/26	10/02/26
163	08 00 00 OPENINGS	40d	08/07/26	10/02/26
164	08 31 23 PROCESS FLOOR ACCESS HATCHES	40d	08/07/26	10/02/26
165	08 36 00 SECTIONAL OVERHEAD DOORS	40d	08/07/26	10/02/26
166	08 41 13 ALUMINUM-FRAMED STOREFRONTS AND WINDOWS	40d	08/07/26	10/02/26
167	08 71 00 DOOR HARDWARE	40d	08/07/26	10/02/26
168	08 71 05 HARDWARE GROUPS	40d	08/07/26	10/02/26
169	08 80 00 GLASS AND GLAZING	40d	08/07/26	10/02/26
170	08 90 00 LOUVERS	40d	08/07/26	10/02/26
171	08 95 00 TRANSLUCENT WALL PANELS	40d	08/07/26	10/02/26
172	09 00 00 FINISHES	30d	08/07/26	09/18/26
173	09 90 02 HIGH PERFORMANCE PAINTING AND COATING	30d	08/07/26	09/18/26
174	09 91 13 EXTERIOR PAINTING	30d	08/07/26	09/18/26
175	09 91 23 INTERIOR PAINTING	30d	08/07/26	09/18/26
176	10 00 00 SPECIALTIES	40d	08/07/26	10/02/26
177	10 28 00 TOILET ACCESSORIES	40d	08/07/26	10/02/26
178	10 44 00 FIRE PROTECTION SPECIALTIES	40d	08/07/26	10/02/26
179	10 44 16 FIRE EXTINGUISHER CABINETS AND ACCESSORIES	40d	08/07/26	10/02/26
180	12 00 00 FURNISHINGS	40d	08/07/26	10/02/26
181	12 32 00 MANUFACTURED PHENOLIC LABORATORY CASEWORK	40d	08/07/26	10/02/26
182	12 35 30 ARCHITECTURAL CASEWORK	40d	08/07/26	10/02/26
183	12 35 53.19 WOOD LABORATORY CASEWORK	40d	08/07/26	10/02/26
184	21 00 00 FIRE SUPPRESSION	40d	08/07/26	10/02/26
185	21 05 00 COMMON WORK RESULTS FOR FIRE SUPPRESSION	40d	08/07/26	10/02/26
186	21 13 00 FIRE SPRINKLER SYSTEMS	40d	08/07/26	10/02/26
187	22 00 00 PLUMBING	40d	08/07/26	10/02/26
188	22 01 20 PLUMBING GENERAL PROVISIONS	40d	08/07/26	10/02/26
189	22 01 30 PLUMBING REMODELING PROVISIONS	40d	08/07/26	10/02/26
190	22 01 55 PLUMBING SITE CONDITIONS	40d	08/07/26	10/02/26
191	22 01 60 PLUMBING PIPING PROCEDURES	40d	08/07/26	10/02/26



Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

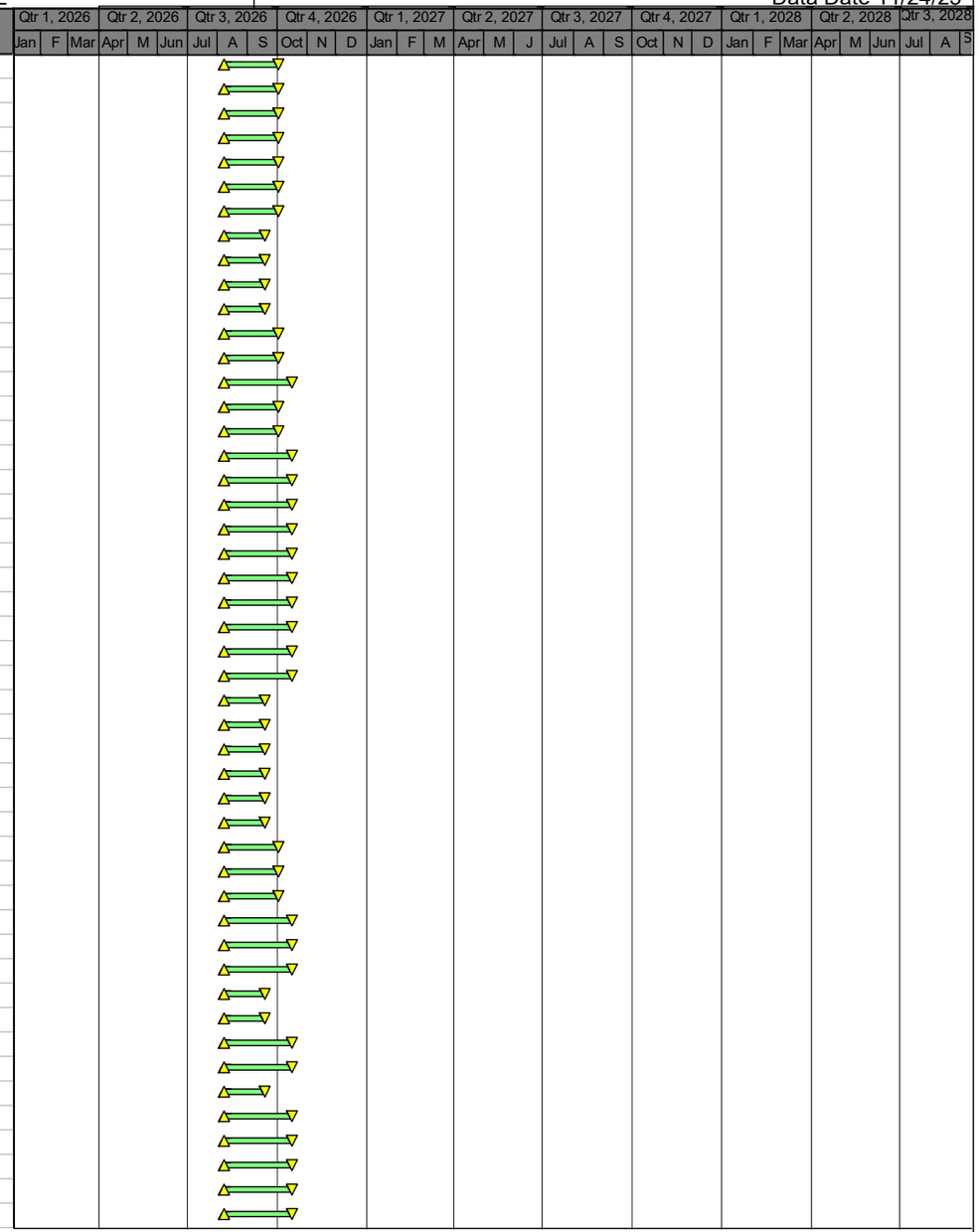
Employee Owned MGC QUALITY · PERFORMANCE · VALUE

EAGLE MOUNTAIN

AES

Eagle Mountain MBR Expansion | 30% CPM SCHEDULE | Data Date 11/24/25

#	Activity Name	Original Duration	Start	Finish
192	22 01 70 PLUMBING SUBMITTALS	40d	08/07/26	10/02/26
193	22 05 00 COMMON WORK RESULTS FOR PLUMBING	40d	08/07/26	10/02/26
194	22 05 13 COMMON MOTOR REQUIREMENTS FOR PLUMBING EQUIPMENT	40d	08/07/26	10/02/26
195	22 05 14 COMMON ELECTRICAL REQUIREMENTS FOR PLUMBING EQUIPMENT	40d	08/07/26	10/02/26
196	22 05 19 THERMOMETERS AND GAUGES FOR PLUMBING PIPING	40d	08/07/26	10/02/26
197	22 05 40 SUPPORTS AND ANCHORS FOR PLUMBING	40d	08/07/26	10/02/26
198	22 05 53 IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT	40d	08/07/26	10/02/26
199	22 06 00 SCHEDULES FOR PLUMBING	30d	08/07/26	09/18/26
200	22 07 00 PLUMBING INSULATION	30d	08/07/26	09/18/26
201	22 07 16 PLUMBING EQUIPMENT INSULATION	30d	08/07/26	09/18/26
202	22 07 19 PLUMBING PIPING INSULATION	30d	08/07/26	09/18/26
203	22 10 05 PLUMBING PIPING	40d	08/07/26	10/02/26
204	22 10 06 PLUMBING SPECIALTIES	40d	08/07/26	10/02/26
205	22 15 00 COMPRESSED AIR SYSTEM	50d	08/07/26	10/16/26
206	22 36 00 COMMERCIAL GRADE PLUMBING EQUIPMENT	40d	08/07/26	10/02/26
207	22 42 00 COMMERCIAL PLUMBING FIXTURES	40d	08/07/26	10/02/26
208	23 00 00 HEATING, VENTILATING, AND AIR CONDITIONING	50d	08/07/26	10/16/26
209	23 01 20 HVAC GENERAL PROVISIONS	50d	08/07/26	10/16/26
210	23 01 30 HVAC REMODELING PROVISIONS	50d	08/07/26	10/16/26
211	23 01 55 HVAC SITE CONDITIONS	50d	08/07/26	10/16/26
212	23 01 60 HVAC PIPING PROCEDURES	50d	08/07/26	10/16/26
213	23 01 70 HVAC SUBMITTALS	50d	08/07/26	10/16/26
214	23 05 00 COMMON WORK RESULTS FOR HVAC	50d	08/07/26	10/16/26
215	23 05 13 COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT	50d	08/07/26	10/16/26
216	23 05 14 COMMON ELECTRICAL REQUIREMENTS FOR HVAC EQUIPMENT	50d	08/07/26	10/16/26
217	23 05 40 SUPPORTS AND ANCHORS FOR HVAC EQUIPMENT	50d	08/07/26	10/16/26
218	23 05 53 IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT	30d	08/07/26	09/18/26
219	23 05 90 BASIC RESULTS FOR HVAC TESTING, ADJUSTING AND BALANCING	30d	08/07/26	09/18/26
220	23 05 93 TESTING, ADJUSTING, AND BALANCING FOR HVAC	30d	08/07/26	09/18/26
221	23 06 00 SCHEDULES FOR HVAC	30d	08/07/26	09/18/26
222	23 07 00 HVAC INSULATION	30d	08/07/26	09/18/26
223	23 07 13 DUCTWORK INSULATION	30d	08/07/26	09/18/26
224	23 23 00 REFRIGERANT PIPING	40d	08/07/26	10/02/26
225	23 31 00 HVAC DUCTS AND CASINGS	40d	08/07/26	10/02/26
226	23 33 00 AIR DUCT ACCESSORIES	40d	08/07/26	10/02/26
227	23 34 16 CENTRIFUGAL HVAC FANS	50d	08/07/26	10/16/26
228	23 34 23 HVAC POWER VENTILATORS	50d	08/07/26	10/16/26
229	23 36 00 AIR TERMINAL UNITS	50d	08/07/26	10/16/26
230	23 37 00 AIR OUTLET AND INLETS	30d	08/07/26	09/18/26
231	23 51 00 STACKS AND VENTS	30d	08/07/26	09/18/26
232	23 55 00 FUEL-FIRED HEATERS	50d	08/07/26	10/16/26
233	23 63 13 AIR COOLED CONDENSING UNITS	50d	08/07/26	10/16/26
234	23 73 30 AIR TO AIR ENERGY RECOVERY VENTILATORS	30d	08/07/26	09/18/26
235	23 74 00 PACKAGED AIR HANDLING UNITS	50d	08/07/26	10/16/26
236	23 74 33 PACKAGED HEATING MAKE-UP AIR UNITS	50d	08/07/26	10/16/26
237	23 81 27 SPLIT-SYSTEM AIR CONDITIONER	50d	08/07/26	10/16/26
238	23 82 10 DEHUMIDIFIERS	50d	08/07/26	10/16/26
239	23 82 39 ELECTRIC HEATERS	50d	08/07/26	10/16/26



Actual Work
Remaining Work
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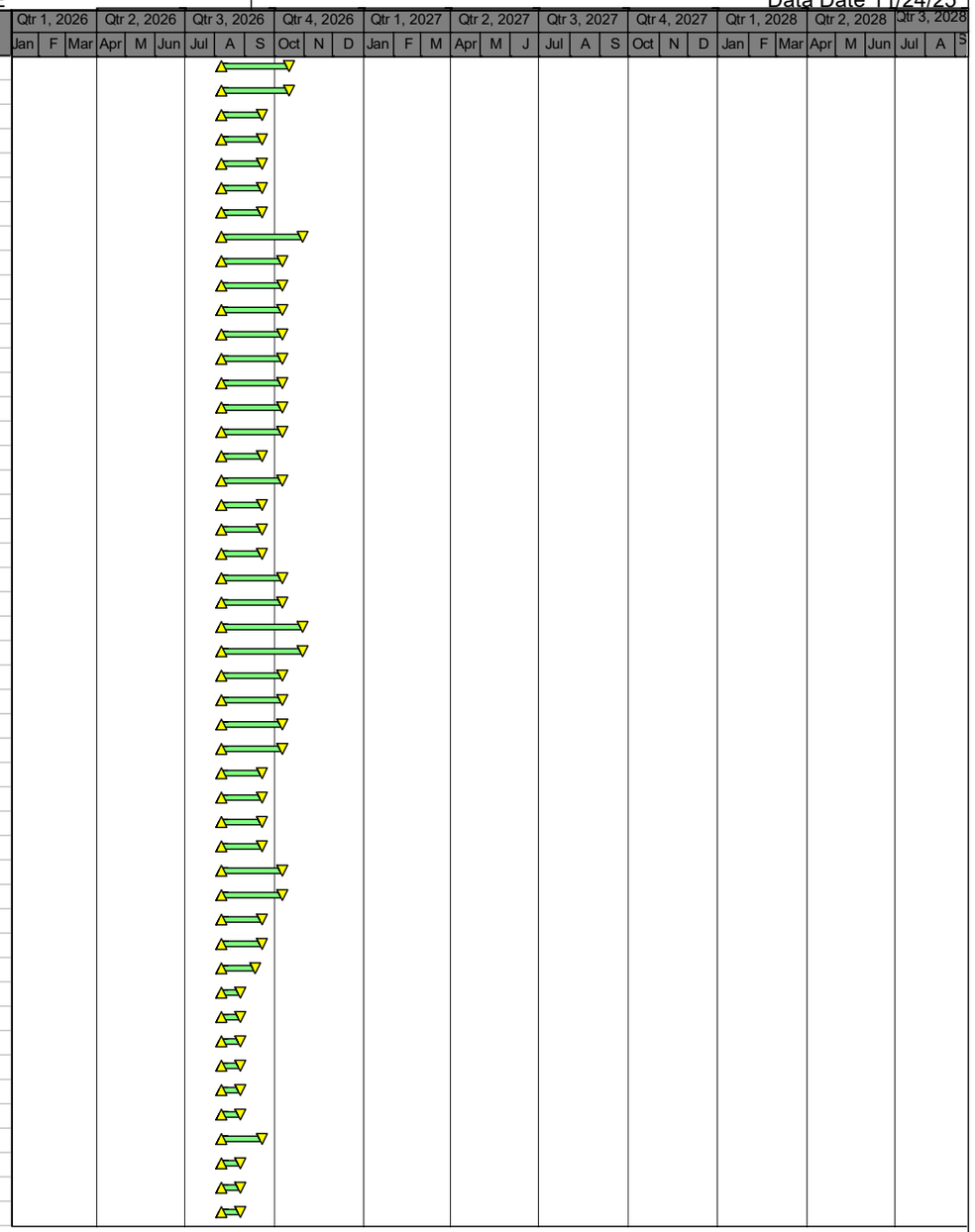
Employee Owned MGC QUALITY · PERFORMANCE · VALUE

EAGLE MOUNTAIN

AES2

Eagle Mountain MBR Expansion | 30% CPM SCHEDULE | Data Date 11/24/25

#	Activity Name	Original Duration	Start	Finish
240	23 90 00 HVAC CONTROLS	50d	08/07/26	10/16/26
241	23 98 00 HVAC INSTRUMENTATION	50d	08/07/26	10/16/26
242	23 98 50 HVAC SEQUENCE OF OPERATIONS	30d	08/07/26	09/18/26
243	26 00 00 ELECTRICAL	30d	08/07/26	09/18/26
244	26 00 01 ELECTRICAL GENERAL CONDITIONS	30d	08/07/26	09/18/26
245	26 05 02 EXCAVATING, TRENCHING, AND BACKFILLING	30d	08/07/26	09/18/26
246	26 05 05 SELECTIVE DEMOLITION FOR ELECTRICAL	30d	08/07/26	09/18/26
247	26 05 10 MOTORS	60d	08/07/26	10/30/26
248	26 05 13 MEDIUM VOLTAGE CABLE	45d	08/07/26	10/09/26
249	26 05 19 POWER AND INSTRUMENTATION CABLE - LESS THAN 600V	45d	08/07/26	10/09/26
250	26 05 26 GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	45d	08/07/26	10/09/26
251	26 05 29 HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	45d	08/07/26	10/09/26
252	26 05 34 CONDUIT	45d	08/07/26	10/09/26
253	26 05 36 CABLE TRAY FOR ELECTRICAL SYSTEMS	45d	08/07/26	10/09/26
254	26 05 37 BOXES	45d	08/07/26	10/09/26
255	26 05 45 PRECAST CONCRETE ELECTRICAL MANHOLES AND HANDHOLES	45d	08/07/26	10/09/26
256	26 05 53 IDENTIFICATION FOR ELECTRICAL SYSTEMS	30d	08/07/26	09/18/26
257	26 05 75 OVERCURRENT PROTECTIVE DEVICE COORDINATION STUDY	45d	08/07/26	10/09/26
258	26 09 14 ELECTRICAL POWER MONITORING	30d	08/07/26	09/18/26
259	26 09 23 LIGHTING CONTROL DEVICES	30d	08/07/26	09/18/26
260	26 09 43 PERFORMANCE LIGHITNG CONTROLS	30d	08/07/26	09/18/26
261	26 13 50 PROTECTIVE RELAYING	45d	08/07/26	10/09/26
262	26 14 00 MEDIUM VOLTAGE PADMOUNT SWITCH	45d	08/07/26	10/09/26
263	26 24 13 SWITCHBOARDS	60d	08/07/26	10/30/26
264	26 24 16 PANELBOARDS	60d	08/07/26	10/30/26
265	26 27 19 TRANSITION CABINET	45d	08/07/26	10/09/26
266	26 27 26 WIRING DEVICES	45d	08/07/26	10/09/26
267	26 28 13 FUSES	45d	08/07/26	10/09/26
268	26 28 18 ENCLOSED SWITCHES	45d	08/07/26	10/09/26
269	26 41 13 LIGHTNING PROTECTION FOR STRUCTURES	30d	08/07/26	09/18/26
270	26 43 00 SURGE PROTECTIVE DEVICES	30d	08/07/26	09/18/26
271	26 56 00 EXTERIOR LIGHTING	30d	08/07/26	09/18/26
272	26 56 01 LUMINAIRES	30d	08/07/26	09/18/26
273	28 00 00 ELECTRONIC SAFETY AND SECURITY	45d	08/07/26	10/09/26
274	28 30 00 FIRE ALARM SYSTEM	45d	08/07/26	10/09/26
275	31 00 00 EARTHWORK	30d	08/07/26	09/18/26
276	31 05 13 SOILS FOR EARTHWORK	30d	08/07/26	09/18/26
277	31 05 16 AGGREGATES FOR EARTHWORK	25d	08/07/26	09/11/26
278	31 11 00 CLEARING AND GRUBBING	15d	08/07/26	08/27/26
279	31 14 13 SOIL STRIPPING AND STOCKPILING	15d	08/07/26	08/27/26
280	31 22 00 SITE GRADING	15d	08/07/26	08/27/26
281	31 23 01 EARTHWORK FOR STRUCTURES	15d	08/07/26	08/27/26
282	31 23 13 SUBGRADE PREPARATION	15d	08/07/26	08/27/26
283	31 23 16 EXCAVATION	15d	08/07/26	08/27/26
284	31 23 19 DEWATERING	30d	08/07/26	09/18/26
285	31 23 23 FILL AND BACKFILL	15d	08/07/26	08/27/26
286	31 23 33 TRENCHING AND BACKFILLING	15d	08/07/26	08/27/26
287	31 25 00 EROSION AND SEDIMENTATION CONTROLS	15d	08/07/26	08/27/26



Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

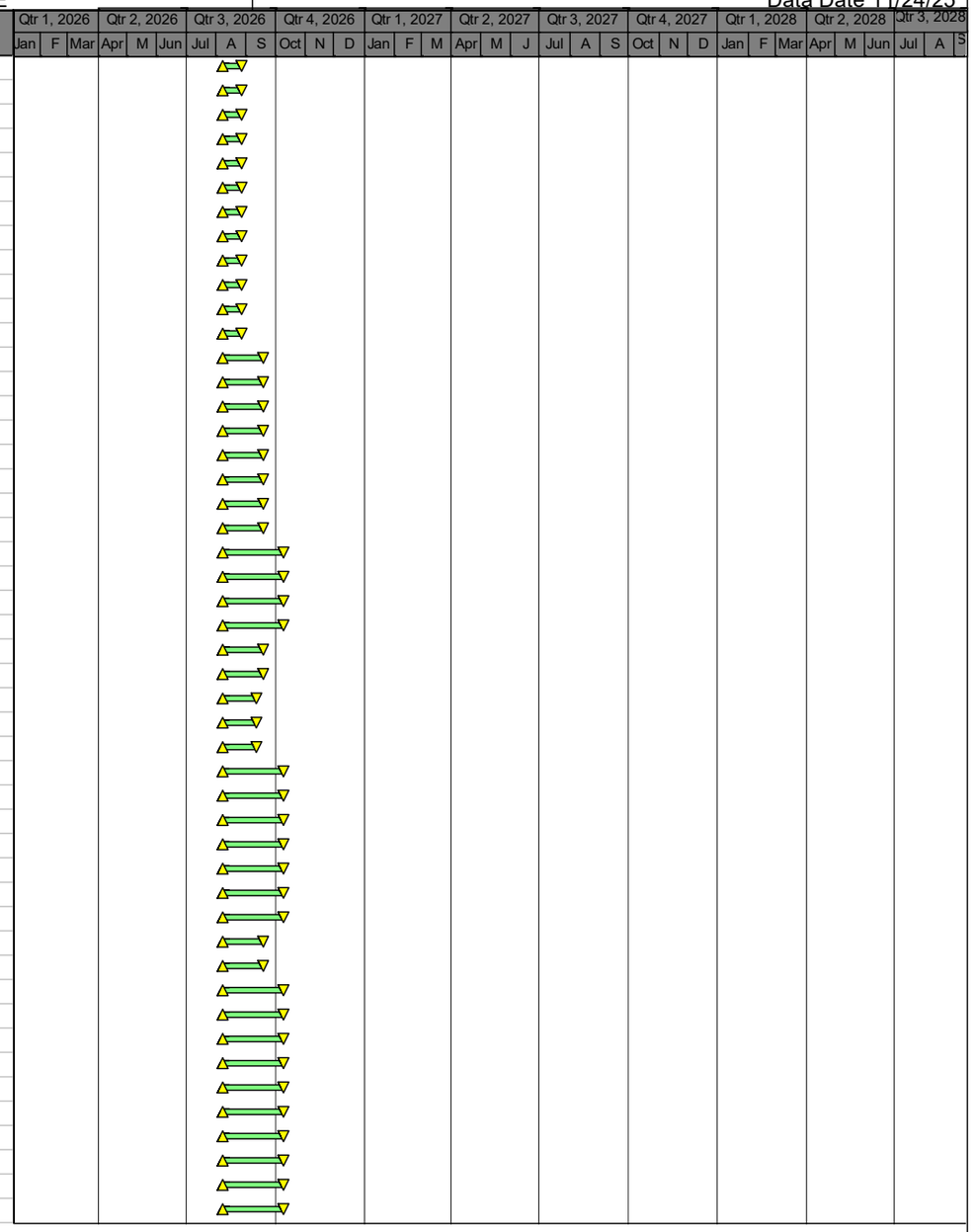
Employee Owned MGC QUALITY · PERFORMANCE · VALUE

EAGLE MOUNTAIN

AE2S

Eagle Mountain MBR Expansion | 30% CPM SCHEDULE | Data Date 11/24/25

#	Activity Name	Original Duration	Start	Finish
288	32 00 00 EXTERIOR IMPROVEMENTS	15d	08/07/26	08/27/26
289	32 01 00 PAVEMENT REMOVAL, REPAIR, AND RESURFACING	15d	08/07/26	08/27/26
290	32 11 23 AGGREGATE BASE COURSES	15d	08/07/26	08/27/26
291	32 15 00 AGGREGATE SURFACING	15d	08/07/26	08/27/26
292	32 13 13 CONCRETE PAVEMENT	15d	08/07/26	08/27/26
293	32 17 13 PLASTIC BOLLARD COVERS	15d	08/07/26	08/27/26
294	32 17 23 PAVEMENT MARKINGS	15d	08/07/26	08/27/26
295	32 31 13 CHAIN LINK FENCING, GATES, AND EQUIPMENT	15d	08/07/26	08/27/26
296	32 31 26 WIRE FENCES AND GATES	15d	08/07/26	08/27/26
297	32 39 14 SIGNAGE AND BOLLARDS	15d	08/07/26	08/27/26
298	32 92 19 SEEDING	15d	08/07/26	08/27/26
299	32 97 00 RESTORATION OF DISTURBED AREAS	15d	08/07/26	08/27/26
300	33 00 00 UTILITIES	30d	08/07/26	09/18/26
301	33 10 00 WATER UTILITIES	30d	08/07/26	09/18/26
302	33 31 19 PROCESS SITE PIPING	30d	08/07/26	09/18/26
303	33 31 00 SANITARY SEWERAGE PIPING	30d	08/07/26	09/18/26
304	33 40 00 STORM DRAINAGE UTILITIES	30d	08/07/26	09/18/26
305	33 46 01 SITE SUBDRAINAGE	30d	08/07/26	09/18/26
306	40 00 00 PROCESS INTERCONNECTIONS	30d	08/07/26	09/18/26
307	40 27 00 PROCESS PIPING - GENERAL	30d	08/07/26	09/18/26
308	40 27 05 PROCESS PIPING SUPPORT SYSTEMS	45d	08/07/26	10/09/26
309	40 27 10 PROCESS PIPING SPECIALTIES	45d	08/07/26	10/09/26
310	40 27 20 PROCESS VALVES	45d	08/07/26	10/09/26
311	40 27 30 PROCESS GATES	45d	08/07/26	10/09/26
312	40 27 60 PROCESS IDENTIFICATION	30d	08/07/26	09/18/26
313	40 27 97 PROCESS GAUGES	30d	08/07/26	09/18/26
314	40 27 98 PROCESS PIPE IDENTIFICATION	25d	08/07/26	09/11/26
315	40 42 13 PROCESS PIPING INSULATION	25d	08/07/26	09/11/26
316	40 42 80 PROCESS PIPING LEAKAGE TESTING	25d	08/07/26	09/11/26
317	40 60 00 PROCESS CONTROL AND ENTERPRISE MANAGEMENT SYSTEMS	45d	08/07/26	10/09/26
318	40 61 13 PROCESS CONTROL SYSTEM GENERAL REQUIREMENTS	45d	08/07/26	10/09/26
319	40 61 21 PROCESS CONTROL SYSTEM TESTING	45d	08/07/26	10/09/26
320	40 70 00 INSTRUMENTATION FOR PROCESS SYSTEMS	45d	08/07/26	10/09/26
321	40 61 96 PROCESS CONTROL DESCRIPTIONS	45d	08/07/26	10/09/26
322	40 63 13 PROCESS CONTROL PANELS AND HARDWARE	45d	08/07/26	10/09/26
323	40 63 14 JUNCTION BOXES AND CONTROL STATIONS	45d	08/07/26	10/09/26
324	40 67 13 NETWORK RACKS AND EQUIPMENT	30d	08/07/26	09/18/26
325	41 10 00 BULK MATERIAL PROCESS EQUIPMENT	30d	08/07/26	09/18/26
326	40 70 01 INSTRUMENTATION GENERAL REQUIREMENTS	45d	08/07/26	10/09/26
327	40 70 02 CALIBRATON SHEET	45d	08/07/26	10/09/26
328	40 71 00 FLOW MEASUREMENT	45d	08/07/26	10/09/26
329	40 72 00 LEVEL MEASUREMENT	45d	08/07/26	10/09/26
330	40 73 00 PRESSURE MEASUREMENT	45d	08/07/26	10/09/26
331	40 74 00 TEMPERATURE MEASUREMENT	45d	08/07/26	10/09/26
332	40 75 00 PROCESS LIQUID ANALYTICAL MEASUREMENT	45d	08/07/26	10/09/26
333	40 76 00 PROCESS GAS ANALYTICAL MEASUREMENT	45d	08/07/26	10/09/26
334	40 77 00 POSITION AND MOTION MEASUREMENT	45d	08/07/26	10/09/26
335	41 00 00 MATERIAL PROCESSING AND HANDLING EQUIPMENT	45d	08/07/26	10/09/26



Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

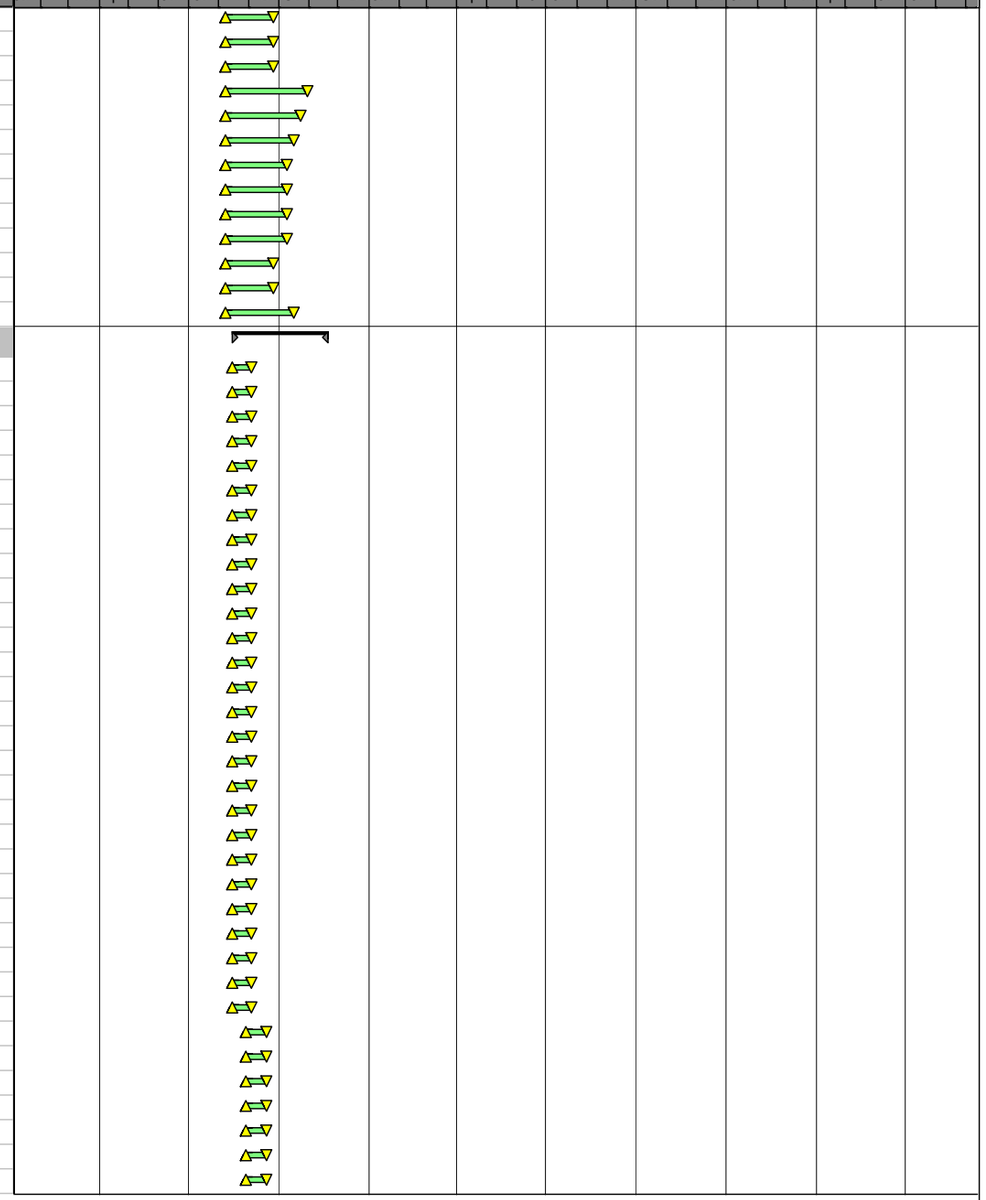
Employee Owned MGC QUALITY · PERFORMANCE · VALUE

EAGLE MOUNTAIN

AE2S

Eagle Mountain MBR Expansion | 30% CPM SCHEDULE | Data Date 11/24/25

#	Activity Name	Original Duration	Start	Finish
336	43 41 43 POLYETHYLENE TANKS	35d	08/07/26	09/25/26
337	43 41 45 FIBERGLASS REINFORCED PLASTIC TANKS	35d	08/07/26	09/25/26
338	44 00 00 POLLUTION AND WASTE CONTROL EQUIPMENT	35d	08/07/26	09/25/26
339	46 00 00 WATER AND WASTEWATER EQUIPMENT	60d	08/07/26	10/30/26
340	46 05 01 WASTEWATER EQUIPMENT GENERAL PROVISIONS	55d	08/07/26	10/23/26
341	46 33 23 LIQUID CHEMICAL WEIGHING EQUIPMENT	50d	08/07/26	10/16/26
342	46 33 35 POLYMER SYSTEM ACCESSORIES	45d	08/07/26	10/09/26
343	46 33 66 LIQUID CHEMICAL TRANSFER PUMPS	45d	08/07/26	10/09/26
344	46 33 83 LIQUID CHEMICAL FEED ACCESSORIES	45d	08/07/26	10/09/26
345	46 41 26 COMPRESSED GAS MIXING SYSTEM	45d	08/07/26	10/09/26
346	46 41 30 VORTEX POWERED AERATION	35d	08/07/26	09/25/26
347	46 43 80 FRP BAFFLE WALLS	35d	08/07/26	09/25/26
348	46 50 00 WATER AND WASTEWATER SECONDARY TREATMENT EQUIPMENT	50d	08/07/26	10/16/26
349	**Submittal Review**	70d	08/14/26	11/20/26
350	01 00 00 GENERAL REQUIREMENTS	15d	08/14/26	09/03/26
351	01 10 00 SUMMARY OF WORK	15d	08/14/26	09/03/26
352	01 12 16 WORK SEQUENCE	15d	08/14/26	09/03/26
353	01 14 00 WORK RESTRICTIONS	15d	08/14/26	09/03/26
354	01 21 00 ALLOWANCES	15d	08/14/26	09/03/26
355	01 23 00 CONTRACT CONSIDERATIONS AND ALTERNATES	15d	08/14/26	09/03/26
356	01 25 00 SUBSTITUTION PROCEDURES	15d	08/14/26	09/03/26
357	01 26 00 CONTRACT MODIFICATION PROCEDURES	15d	08/14/26	09/03/26
358	01 29 00 PROGRESS PAYMENT PROCEDURES	15d	08/14/26	09/03/26
359	01 29 75 MEASUREMENT AND PAYMENT	15d	08/14/26	09/03/26
360	01 31 13 PROJECT COORDINATION	15d	08/14/26	09/03/26
361	01 31 19 PROJECT MEETINGS	15d	08/14/26	09/03/26
362	01 33 00 SUBMITTAL PROCEDURES	15d	08/14/26	09/03/26
363	01 45 00 QUALITY CONTROL	15d	08/14/26	09/03/26
364	01 45 33 CODE-REQUIRED SPECIAL INSPECTIONS	15d	08/14/26	09/03/26
365	01 52 00 CONSTRUCTION FACILITIES	15d	08/14/26	09/03/26
366	01 55 00 VEHICULAR ACCESS AND PARKING AREAS	15d	08/14/26	09/03/26
367	01 56 00 TEMPORARY BARRIERS AND ENCLOSURES	15d	08/14/26	09/03/26
368	01 57 13 TEMPORARY EROSION AND SEDIMENT CONTROL	15d	08/14/26	09/03/26
369	01 65 00 PRODUCT DELIVERY REQUIREMENTS	15d	08/14/26	09/03/26
370	01 73 29 CUTTING AND PATCHING	15d	08/14/26	09/03/26
371	01 75 00 STARTING AND ADJUSTING	15d	08/14/26	09/03/26
372	01 77 00 CLOSEOUT PROCEDURES	15d	08/14/26	09/03/26
373	01 78 23 OPERATIONS AND MAINTENANCE DATA	15d	08/14/26	09/03/26
374	01 79 00 DEMONSTRATION AND TRAINING	15d	08/14/26	09/03/26
375	01 79 50 FINAL INSPECTION AND ACCEPTANCE	15d	08/14/26	09/03/26
376	01 91 00 COMMISSIONING	15d	08/14/26	09/03/26
377	02 00 00 EXISTING CONDITIONS	15d	08/28/26	09/18/26
378	02 06 14 GEOTECHNICAL DATA REPORT	15d	08/28/26	09/18/26
379	02 14 00 DEWATERING AND STORMWATER PERMIT	15d	08/28/26	09/18/26
380	02 41 19 SELECTIVE SITE DEMOLITION	15d	08/28/26	09/18/26
381	31 11 00 CLEARING AND GRUBBING	15d	08/28/26	09/18/26
382	31 14 13 SOIL STRIPPING AND STOCKPILING	15d	08/28/26	09/18/26
383	31 22 00 SITE GRADING	15d	08/28/26	09/18/26



Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

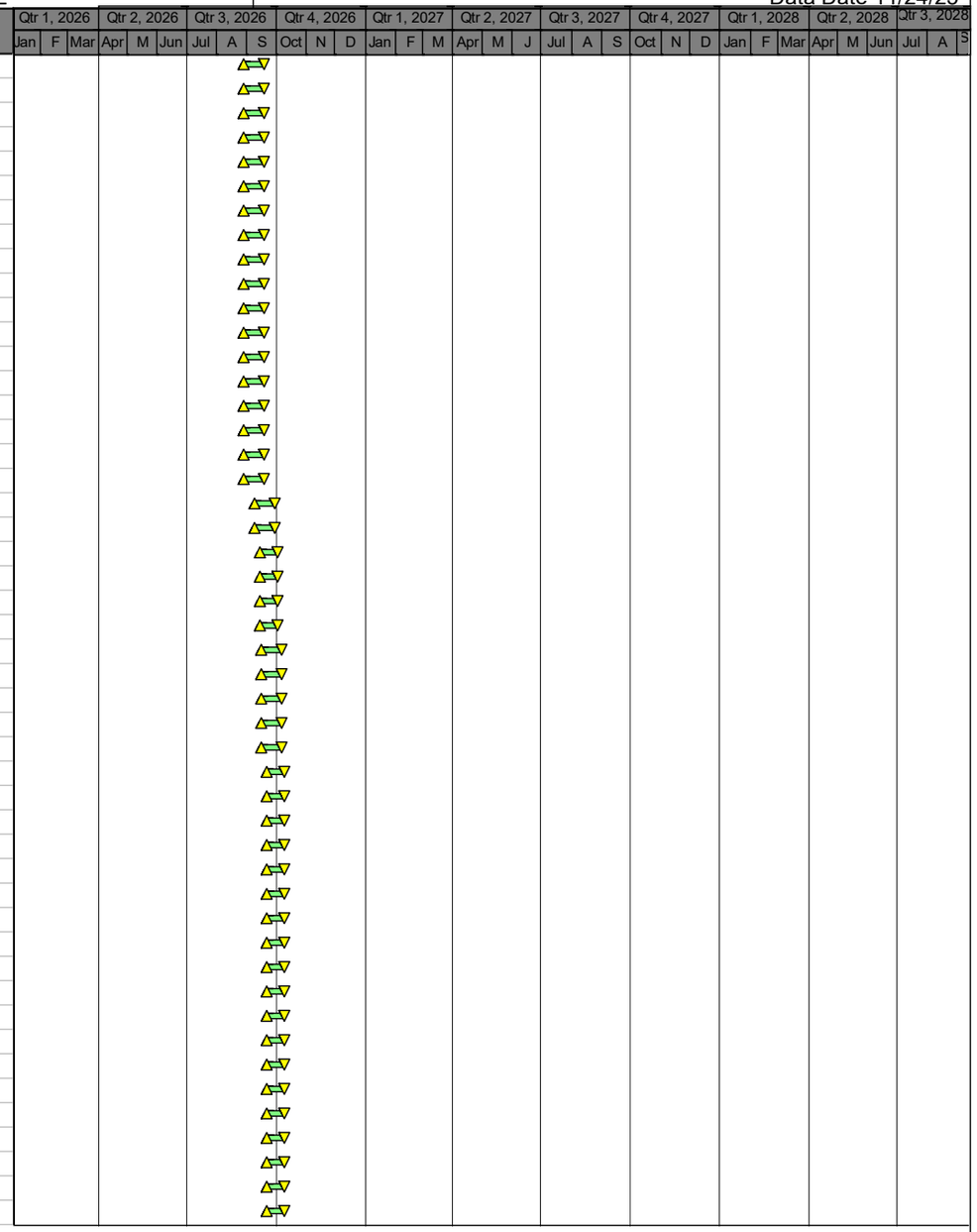
Employee Owned MGC QUALITY · PERFORMANCE · VALUE

EAGLE MOUNTAIN

AE2S

Eagle Mountain MBR Expansion | 30% CPM SCHEDULE | Data Date 11/24/25

#	Activity Name	Original Duration	Start	Finish
384	31 23 01 EARTHWORK FOR STRUCTURES	15d	08/28/26	09/18/26
385	31 23 13 SUBGRADE PREPARATION	15d	08/28/26	09/18/26
386	31 23 16 EXCAVATION	15d	08/28/26	09/18/26
387	31 23 23 FILL AND BACKFILL	15d	08/28/26	09/18/26
388	31 23 33 TRENCHING AND BACKFILLING	15d	08/28/26	09/18/26
389	31 25 00 EROSION AND SEDIMENTATION CONTROLS	15d	08/28/26	09/18/26
390	32 00 00 EXTERIOR IMPROVEMENTS	15d	08/28/26	09/18/26
391	32 01 00 PAVEMENT REMOVAL, REPAIR, AND RESURFACING	15d	08/28/26	09/18/26
392	32 11 23 AGGREGATE BASE COURSES	15d	08/28/26	09/18/26
393	32 15 00 AGGREGATE SURFACING	15d	08/28/26	09/18/26
394	32 13 13 CONCRETE PAVEMENT	15d	08/28/26	09/18/26
395	32 17 13 PLASTIC BOLLARD COVERS	15d	08/28/26	09/18/26
396	32 17 23 PAVEMENT MARKINGS	15d	08/28/26	09/18/26
397	32 31 13 CHAIN LINK FENCING, GATES, AND EQUIPMENT	15d	08/28/26	09/18/26
398	32 31 26 WIRE FENCES AND GATES	15d	08/28/26	09/18/26
399	32 39 14 SIGNAGE AND BOLLARDS	15d	08/28/26	09/18/26
400	32 92 19 SEEDING	15d	08/28/26	09/18/26
401	32 97 00 RESTORATION OF DISTURBED AREAS	15d	08/28/26	09/18/26
402	43 23 31 VERTICAL CENTRIFUGAL PUMPS	15d	09/09/26	09/29/26
403	43 23 31.1 VERTICAL TURBINE SOLIDS HANDLING PUMPS	15d	09/09/26	09/29/26
404	31 05 16 AGGREGATES FOR EARTHWORK	15d	09/14/26	10/02/26
405	40 27 98 PROCESS PIPE IDENTIFICATION	15d	09/14/26	10/02/26
406	40 42 13 PROCESS PIPING INSULATION	15d	09/14/26	10/02/26
407	40 42 80 PROCESS PIPING LEAKAGE TESTING	15d	09/14/26	10/02/26
408	26 05 43 UNDERGROUND DUCT AND RACEWAYS FOR ELECTRICAL SYSTEMS	15d	09/16/26	10/06/26
409	43 25 13 SUBMERSIBLE WET PIT PUMPS	15d	09/16/26	10/06/26
410	46 33 33 POLYMER BLENDING AND FEED SYSTEMS	15d	09/16/26	10/06/26
411	46 33 44 PERISTALTIC METERING PUMPS	15d	09/16/26	10/06/26
412	46 40 00 WATER AND WASTEWATER CLARIFICATION AND MIXING EQUIPMENT	15d	09/16/26	10/06/26
413	03 00 00 CONCRETE	15d	09/21/26	10/09/26
414	03 01 00 MAINTENANCE OF CONCRETE	15d	09/21/26	10/09/26
415	03 10 00 CONCRETE FORMING AND ACCESSORIES	15d	09/21/26	10/09/26
416	03 20 00 CONCRETE REINFORCING	15d	09/21/26	10/09/26
417	03 30 00 CAST IN PLACE CONCRETE	15d	09/21/26	10/09/26
418	04 00 00 MASONRY	15d	09/21/26	10/09/26
419	04 22 00 UNIT MASONRY	15d	09/21/26	10/09/26
420	09 00 00 FINISHES	15d	09/21/26	10/09/26
421	09 90 02 HIGH PERFORMANCE PAINTING AND COATING	15d	09/21/26	10/09/26
422	09 91 13 EXTERIOR PAINTING	15d	09/21/26	10/09/26
423	09 91 23 INTERIOR PAINTING	15d	09/21/26	10/09/26
424	22 06 00 SCHEDULES FOR PLUMBING	15d	09/21/26	10/09/26
425	22 07 00 PLUMBING INSULATION	15d	09/21/26	10/09/26
426	22 07 16 PLUMBING EQUIPMENT INSULATION	15d	09/21/26	10/09/26
427	22 07 19 PLUMBING PIPING INSULATION	15d	09/21/26	10/09/26
428	23 05 53 IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT	15d	09/21/26	10/09/26
429	23 05 90 BASIC RESULTS FOR HVAC TESTING, ADJUSTING AND BALANCING	15d	09/21/26	10/09/26
430	23 05 93 TESTING, ADJUSTING, AND BALANCING FOR HVAC	15d	09/21/26	10/09/26
431	23 06 00 SCHEDULES FOR HVAC	15d	09/21/26	10/09/26



Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

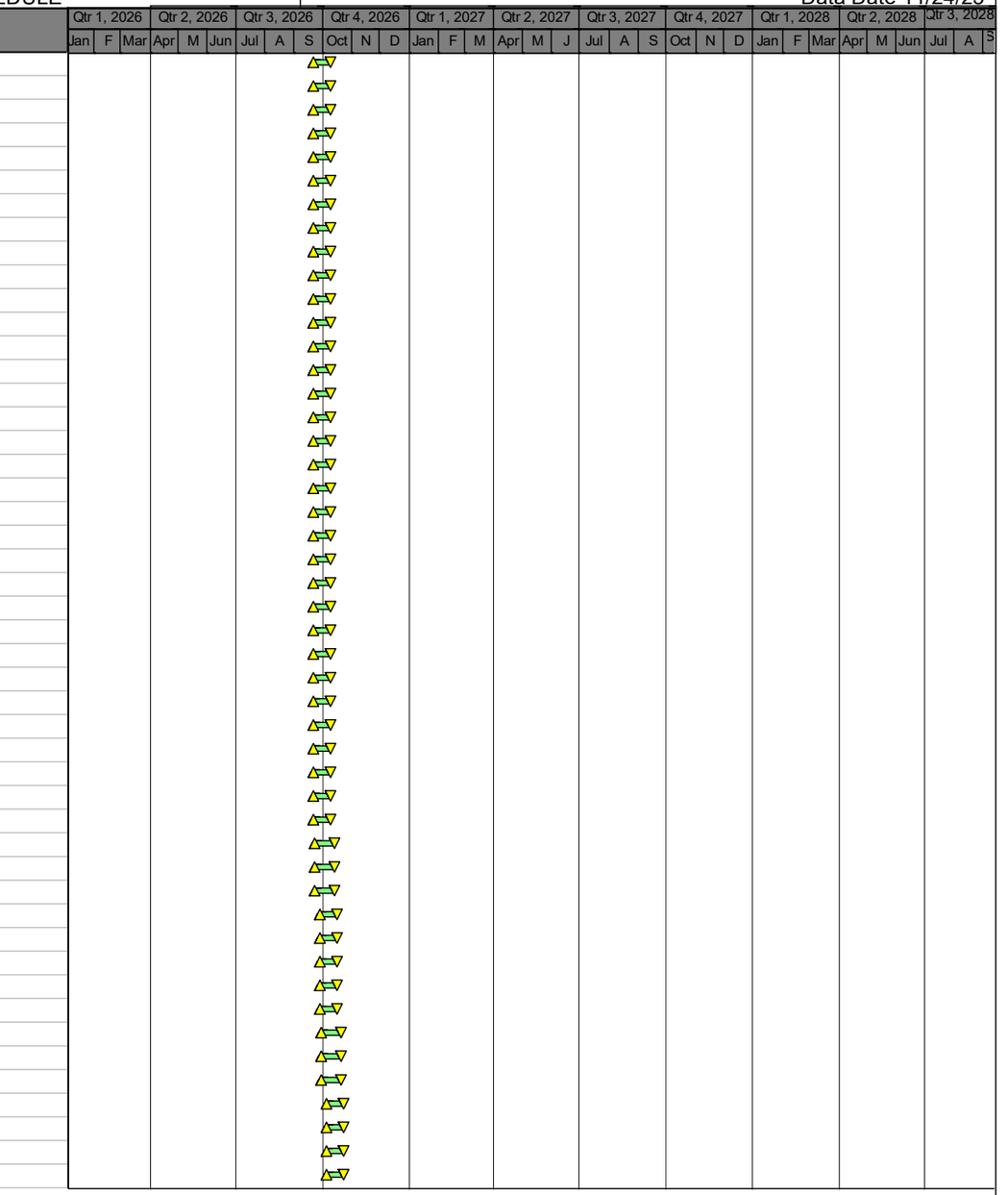
Employee Owned MGC QUALITY · PERFORMANCE · VALUE

EAGLE MOUNTAIN

AE2S

Eagle Mountain MBR Expansion | 30% CPM SCHEDULE | Data Date 11/24/25

#	Activity Name	Original Duration	Start	Finish
432	23 07 00 HVAC INSULATION	15d	09/21/26	10/09/26
433	23 07 13 DUCTWORK INSULATION	15d	09/21/26	10/09/26
434	23 37 00 AIR OUTLET AND INLETS	15d	09/21/26	10/09/26
435	23 51 00 STACKS AND VENTS	15d	09/21/26	10/09/26
436	23 73 30 AIR TO AIR ENERGY RECOVERY VENTILATORS	15d	09/21/26	10/09/26
437	23 98 50 HVAC SEQUENCE OF OPERATIONS	15d	09/21/26	10/09/26
438	26 00 00 ELECTRICAL	15d	09/21/26	10/09/26
439	26 00 01 ELECTRICAL GENERAL CONDITIONS	15d	09/21/26	10/09/26
440	26 05 02 EXCAVATING, TRENCHING, AND BACKFILLING	15d	09/21/26	10/09/26
441	26 05 05 SELECTIVE DEMOLITION FOR ELECTRICAL	15d	09/21/26	10/09/26
442	26 05 53 IDENTIFICATION FOR ELECTRICAL SYSTEMS	15d	09/21/26	10/09/26
443	26 09 14 ELECTRICAL POWER MONITORING	15d	09/21/26	10/09/26
444	26 09 23 LIGHTING CONTROL DEVICES	15d	09/21/26	10/09/26
445	26 09 43 PERFORMANCE LIGHITNG CONTROLS	15d	09/21/26	10/09/26
446	26 41 13 LIGHTNING PROTECTION FOR STRUCTURES	15d	09/21/26	10/09/26
447	26 43 00 SURGE PROTECTIVE DEVICES	15d	09/21/26	10/09/26
448	26 56 00 EXTERIOR LIGHTING	15d	09/21/26	10/09/26
449	26 56 01 LUMINAIRES	15d	09/21/26	10/09/26
450	31 00 00 EARTHWORK	15d	09/21/26	10/09/26
451	31 05 13 SOILS FOR EARTHWORK	15d	09/21/26	10/09/26
452	31 23 19 DEWATERING	15d	09/21/26	10/09/26
453	33 00 00 UTILITIES	15d	09/21/26	10/09/26
454	33 10 00 WATER UTILITIES	15d	09/21/26	10/09/26
455	33 31 19 PROCESS SITE PIPING	15d	09/21/26	10/09/26
456	33 31 00 SANITARY SEWERAGE PIPING	15d	09/21/26	10/09/26
457	33 40 00 STORM DRAINAGE UTILITIES	15d	09/21/26	10/09/26
458	33 46 01 SITE SUBDRAINAGE	15d	09/21/26	10/09/26
459	40 00 00 PROCESS INTERCONNECTIONS	15d	09/21/26	10/09/26
460	40 27 00 PROCESS PIPING - GENERAL	15d	09/21/26	10/09/26
461	40 27 60 PROCESS IDENTIFICATION	15d	09/21/26	10/09/26
462	40 27 97 PROCESS GAUGES	15d	09/21/26	10/09/26
463	40 67 13 NETWORK RACKS AND EQUIPMENT	15d	09/21/26	10/09/26
464	41 10 00 BULK MATERIAL PROCESS EQUIPMENT	15d	09/21/26	10/09/26
465	46 30 00 WATER AND WASTEWATER CHEMICAL FEED EQUIPMENT	15d	09/23/26	10/13/26
466	46 51 21 COARSE BUBBLE DIFFUSERS	15d	09/23/26	10/13/26
467	46 51 46 MEMBRANE DIFFUSERS	15d	09/23/26	10/13/26
468	43 41 43 POLYETHYLENE TANKS	15d	09/28/26	10/16/26
469	43 41 45 FIBERGLASS REINFORCED PLASTIC TANKS	15d	09/28/26	10/16/26
470	44 00 00 POLLUTION AND WASTE CONTROL EQUIPMENT	15d	09/28/26	10/16/26
471	46 41 30 VORTEX POWERED AERATION	15d	09/28/26	10/16/26
472	46 43 80 FRP BAFFLE WALLS	15d	09/28/26	10/16/26
473	40 27 21 PROCESS ELECTRIC ACTUATORS	15d	09/30/26	10/20/26
474	40 63 43 PROGRAMMABLE LOGIC CONTROLLERS	15d	09/30/26	10/20/26
475	46 20 00 WATER AND WASTEWATER PRELIMINARY TREATMENT EQUIPMENT	15d	09/30/26	10/20/26
476	05 12 00 STRUCTURAL STEEL FRAMING	15d	10/05/26	10/23/26
477	05 51 00 METAL STAIRS	15d	10/05/26	10/23/26
478	05 53 05 METAL GRATINGS AND FLOOR PLATES	15d	10/05/26	10/23/26
479	06 00 00 WOODS, PLASTICS, AND COMPOSITES	15d	10/05/26	10/23/26



Actual Work
Remaining Work
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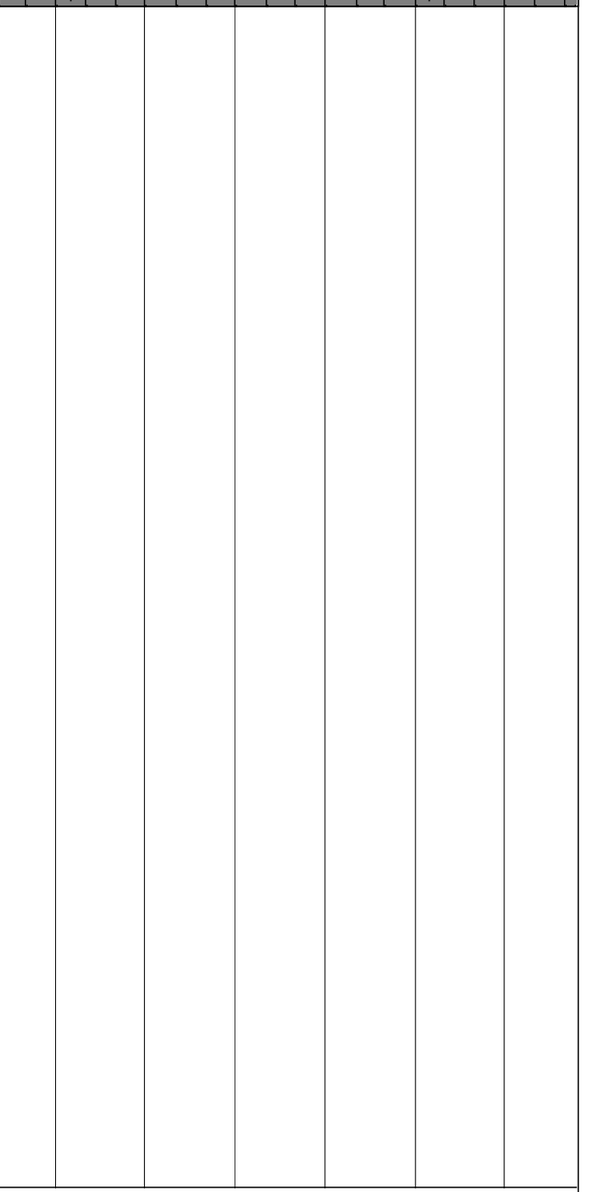
Employee Owned MGC QUALITY · PERFORMANCE · VALUE

EAGLE MOUNTAIN

AE2S

Eagle Mountain MBR Expansion | 30% CPM SCHEDULE | Data Date 11/24/25

#	Activity Name	Original Duration	Start	Finish
480	06 00 00 CARPENTRY	15d	10/05/26	10/23/26
481	06 20 23 CARPENTRY INSTALLATION	15d	10/05/26	10/23/26
482	06 71 00 FIBERGLASS REINFORCED GRATING AND STRUCTURAL SHAPES	15d	10/05/26	10/23/26
483	07 00 00 THERMAL AND MOISTURE PROTECTION	15d	10/05/26	10/23/26
484	08 00 00 OPENINGS	15d	10/05/26	10/23/26
485	08 31 23 PROCESS FLOOR ACCESS HATCHES	15d	10/05/26	10/23/26
486	08 36 00 SECTIONAL OVERHEAD DOORS	15d	10/05/26	10/23/26
487	08 41 13 ALUMINUM-FRAMED STOREFRONTS AND WINDOWS	15d	10/05/26	10/23/26
488	08 71 00 DOOR HARDWARE	15d	10/05/26	10/23/26
489	08 71 05 HARDWARE GROUPS	15d	10/05/26	10/23/26
490	08 80 00 GLASS AND GLAZING	15d	10/05/26	10/23/26
491	08 90 00 LOUVERS	15d	10/05/26	10/23/26
492	08 95 00 TRANSLUCENT WALL PANELS	15d	10/05/26	10/23/26
493	10 00 00 SPECIALTIES	15d	10/05/26	10/23/26
494	10 28 00 TOILET ACCESSORIES	15d	10/05/26	10/23/26
495	10 44 00 FIRE PROTECTION SPECIALTIES	15d	10/05/26	10/23/26
496	10 44 16 FIRE EXTINGUISHER CABINETS AND ACCESSORIES	15d	10/05/26	10/23/26
497	12 00 00 FURNISHINGS	15d	10/05/26	10/23/26
498	12 32 00 MANUFACTURED PHENOLIC LABORATORY CASEWORK	15d	10/05/26	10/23/26
499	12 35 30 ARCHITECTURAL CASEWORK	15d	10/05/26	10/23/26
500	12 35 53.19 WOOD LABORATORY CASEWORK	15d	10/05/26	10/23/26
501	21 00 00 FIRE SUPPRESSION	15d	10/05/26	10/23/26
502	21 05 00 COMMON WORK RESULTS FOR FIRE SUPPRESSION	15d	10/05/26	10/23/26
503	21 13 00 FIRE SPRINKLER SYSTEMS	15d	10/05/26	10/23/26
504	22 00 00 PLUMBING	15d	10/05/26	10/23/26
505	22 01 20 PLUMBING GENERAL PROVISIONS	15d	10/05/26	10/23/26
506	22 01 30 PLUMBING REMODELING PROVISIONS	15d	10/05/26	10/23/26
507	22 01 55 PLUMBING SITE CONDITIONS	15d	10/05/26	10/23/26
508	22 01 60 PLUMBING PIPING PROCEDURES	15d	10/05/26	10/23/26
509	22 01 70 PLUMBING SUBMITTALS	15d	10/05/26	10/23/26
510	22 05 00 COMMON WORK RESULTS FOR PLUMBING	15d	10/05/26	10/23/26
511	22 05 13 COMMON MOTOR REQUIREMENTS FOR PLUMBING EQUIPMENT	15d	10/05/26	10/23/26
512	22 05 14 COMMON ELECTRICAL REQUIREMENTS FOR PLUMBING EQUIPMENT	15d	10/05/26	10/23/26
513	22 05 19 THERMOMETERS AND GAUGES FOR PLUMBING PIPING	15d	10/05/26	10/23/26
514	22 05 40 SUPPORTS AND ANCHORS FOR PLUMBING	15d	10/05/26	10/23/26
515	22 05 53 IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT	15d	10/05/26	10/23/26
516	22 10 05 PLUMBING PIPING	15d	10/05/26	10/23/26
517	22 10 06 PLUMBING SPECIALTIES	15d	10/05/26	10/23/26
518	22 36 00 COMMERCIAL GRADE PLUMBING EQUIPMENT	15d	10/05/26	10/23/26
519	22 42 00 COMMERCIAL PLUMBING FIXTURES	15d	10/05/26	10/23/26
520	23 23 00 REFRIGERANT PIPING	15d	10/05/26	10/23/26
521	23 31 00 HVAC DUCTS AND CASINGS	15d	10/05/26	10/23/26
522	23 33 00 AIR DUCT ACCESSORIES	15d	10/05/26	10/23/26
523	26 05 08 ELECTRICAL SERVICE	15d	10/07/26	10/27/26
524	26 12 00 PADMOUNTED DISTRIBUTION TRANSFORMERS	15d	10/07/26	10/27/26
525	26 13 00 MEDIUM VOLTAGE METAL CLAD SWITCHGEAR	15d	10/07/26	10/27/26
526	26 22 00 GENERAL PURPOSE DRY-TYPE DISTRIBUTION TRANSFORMER	15d	10/07/26	10/27/26
527	26 29 23 VARIABLE FREQUENCY MOTOR CONTROLLERS	15d	10/07/26	10/27/26



Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

Employee Owned MGC QUALITY · PERFORMANCE · VALUE

EAGLE MOUNTAIN

AE2S

Eagle Mountain MBR Expansion | 30% CPM SCHEDULE | Data Date 11/24/25

#	Activity Name	Original Duration	Start	Finish
528	26 32 13 ENGINE GENERATORS	15d	10/07/26	10/27/26
529	41 22 00 CRANES AND HOISTS	15d	10/07/26	10/27/26
530	41 12 13 SCREENINGS SCREW CONVEYOR	15d	10/07/26	10/27/26
531	41 60 00 MOBILE PLANT EQUIPMENT	15d	10/07/26	10/27/26
532	41 22 13 CRANES	15d	10/07/26	10/27/26
533	41 22 23 HOISTS	15d	10/07/26	10/27/26
534	41 23 14 OVERHEAD CRANE SYSTEMS	15d	10/07/26	10/27/26
535	41 66 00 MOBILE PLANT EQUIPMENT	15d	10/07/26	10/27/26
536	44 31 19 PACKAGED ODOR CONTROL SYSTEM	15d	10/07/26	10/27/26
537	46 66 16 CLOSED-VESSEL LOW-PRESSURE/HIGH-INTENSITY ULTRAVIOLET TREA	15d	10/07/26	10/27/26
538	26 05 13 MEDIUM VOLTAGE CABLE	15d	10/12/26	10/30/26
539	26 05 19 POWER AND INSTRUMENTATION CABLE - LESS THAN 600V	15d	10/12/26	10/30/26
540	26 05 26 GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	15d	10/12/26	10/30/26
541	26 05 29 HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	15d	10/12/26	10/30/26
542	26 05 34 CONDUIT	15d	10/12/26	10/30/26
543	26 05 36 CABLE TRAY FOR ELECTRICAL SYSTEMS	15d	10/12/26	10/30/26
544	26 05 37 BOXES	15d	10/12/26	10/30/26
545	26 05 45 PRECAST CONCRETE ELECTRICAL MANHOLES AND HANDHOLES	15d	10/12/26	10/30/26
546	26 05 75 OVERCURRENT PROTECTIVE DEVICE COORDINATION STUDY	15d	10/12/26	10/30/26
547	26 13 50 PROTECTIVE RELAYING	15d	10/12/26	10/30/26
548	26 14 00 MEDIUM VOLTAGE PADMOUNT SWITCH	15d	10/12/26	10/30/26
549	26 27 19 TRANSITION CABINET	15d	10/12/26	10/30/26
550	26 27 26 WIRING DEVICES	15d	10/12/26	10/30/26
551	26 28 13 FUSES	15d	10/12/26	10/30/26
552	26 28 18 ENCLOSED SWITCHES	15d	10/12/26	10/30/26
553	28 00 00 ELECTRONIC SAFETY AND SECURITY	15d	10/12/26	10/30/26
554	28 30 00 FIRE ALARM SYSTEM	15d	10/12/26	10/30/26
555	40 27 05 PROCESS PIPING SUPPORT SYSTEMS	15d	10/12/26	10/30/26
556	40 27 10 PROCESS PIPING SPECIALTIES	15d	10/12/26	10/30/26
557	40 27 20 PROCESS VALVES	15d	10/12/26	10/30/26
558	40 27 30 PROCESS GATES	15d	10/12/26	10/30/26
559	40 60 00 PROCESS CONTROL AND ENTERPRISE MANAGEMENT SYSTEMS	15d	10/12/26	10/30/26
560	40 61 13 PROCESS CONTROL SYSTEM GENERAL REQUIREMENTS	15d	10/12/26	10/30/26
561	40 61 21 PROCESS CONTROL SYSTEM TESTING	15d	10/12/26	10/30/26
562	40 70 00 INSTRUMENTATION FOR PROCESS SYSTEMS	15d	10/12/26	10/30/26
563	40 61 96 PROCESS CONTROL DESCRIPTIONS	15d	10/12/26	10/30/26
564	40 63 13 PROCESS CONTROL PANELS AND HARDWARE	15d	10/12/26	10/30/26
565	40 63 14 JUNCTION BOXES AND CONTROL STATIONS	15d	10/12/26	10/30/26
566	40 70 01 INSTRUMENTATION GENERAL REQUIREMENTS	15d	10/12/26	10/30/26
567	40 70 02 CALIBRATON SHEET	15d	10/12/26	10/30/26
568	40 71 00 FLOW MEASUREMENT	15d	10/12/26	10/30/26
569	40 72 00 LEVEL MEASUREMENT	15d	10/12/26	10/30/26
570	40 73 00 PRESSURE MEASUREMENT	15d	10/12/26	10/30/26
571	40 74 00 TEMPERATURE MEASUREMENT	15d	10/12/26	10/30/26
572	40 75 00 PROCESS LIQUID ANALYTICAL MEASUREMENT	15d	10/12/26	10/30/26
573	40 76 00 PROCESS GAS ANALYTICAL MEASUREMENT	15d	10/12/26	10/30/26
574	40 77 00 POSITION AND MOTION MEASUREMENT	15d	10/12/26	10/30/26
575	41 00 00 MATERIAL PROCESSING AND HANDLING EQUIPMENT	15d	10/12/26	10/30/26

Qtr 1, 2026 | Qtr 2, 2026 | Qtr 3, 2026 | Qtr 4, 2026 | Qtr 1, 2027 | Qtr 2, 2027 | Qtr 3, 2027 | Qtr 4, 2027 | Qtr 1, 2028 | Qtr 2, 2028 | Qtr 3, 2028

Jan F Mar | Apr M Jun | Jul A S | Oct N D | Jan F M | Apr M J | Jul A S | Oct N D | Jan F Mar | Apr M Jun | Jul A S

Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

Employee Owned MGC QUALITY · PERFORMANCE · VALUE

EAGLE MOUNTAIN

AE2S

Eagle Mountain MBR Expansion | 30% CPM SCHEDULE | Data Date 11/24/25

#	Activity Name	Original Duration	Start	Finish
576	46 33 35 POLYMER SYSTEM ACCESSORIES	15d	10/12/26	10/30/26
577	46 33 66 LIQUID CHEMICAL TRANSFER PUMPS	15d	10/12/26	10/30/26
578	46 33 83 LIQUID CHEMICAL FEED ACCESSORIES	15d	10/12/26	10/30/26
579	46 41 26 COMPRESSED GAS MIXING SYSTEM	15d	10/12/26	10/30/26
580	43 00 00 PROCESS GAS AND LIQUID HANDLING, PURIFICATION, AND STORAGE E	15d	10/14/26	11/03/26
581	43 10 00 GAS HANDLING EQUIPMENT	15d	10/14/26	11/03/26
582	43 11 12 INTEGRALLY-GEARED SINGLE STAGE CENTRIFUGAL BLOWER	15d	10/14/26	11/03/26
583	43 11 33 ROTARY LOBE BLOWERS	15d	10/14/26	11/03/26
584	43 12 00 GAS COMPRESSORS	15d	10/14/26	11/03/26
585	43 20 00 LIQUID HANDLING EQUIPMENT	15d	10/14/26	11/03/26
586	43 21 13 VERTICAL TURBINE PUMPS	15d	10/14/26	11/03/26
587	43 22 56 LIQUID PROCESS MIXERS	15d	10/14/26	11/03/26
588	43 22 70 AUTOMATIC SAMPLER	15d	10/14/26	11/03/26
589	43 21 15 HORIZONTAL CENTRIFUGAL PUMPS	15d	10/14/26	11/03/26
590	43 23 57 PROGRESSIVE CAVITY PUMPS	15d	10/14/26	11/03/26
591	43 20 00 ROTARY LOBE PUMPS	15d	10/14/26	11/03/26
592	43 40 00 GAS AND LIQUID STORAGE	15d	10/14/26	11/03/26
593	46 21 13 COARSE RAKE SCREENS	15d	10/14/26	11/03/26
594	46 21 36 INTERNALLY FED ROTARY SCREEN	15d	10/14/26	11/03/26
595	22 15 00 COMPRESSED AIR SYSTEM	15d	10/19/26	11/06/26
596	23 00 00 HEATING, VENTILATING, AND AIR CONDITIONING	15d	10/19/26	11/06/26
597	23 01 20 HVAC GENERAL PROVISIONS	15d	10/19/26	11/06/26
598	23 01 30 HVAC REMODELING PROVISIONS	15d	10/19/26	11/06/26
599	23 01 55 HVAC SITE CONDITIONS	15d	10/19/26	11/06/26
600	23 01 60 HVAC PIPING PROCEDURES	15d	10/19/26	11/06/26
601	23 01 70 HVAC SUBMITTALS	15d	10/19/26	11/06/26
602	23 05 00 COMMON WORK RESULTS FOR HVAC	15d	10/19/26	11/06/26
603	23 05 13 COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT	15d	10/19/26	11/06/26
604	23 05 14 COMMON ELECTRICAL REQUIREMENTS FOR HVAC EQUIPMENT	15d	10/19/26	11/06/26
605	23 05 40 SUPPORTS AND ANCHORS FOR HVAC EQUIPMENT	15d	10/19/26	11/06/26
606	23 34 16 CENTRIFUGAL HVAC FANS	15d	10/19/26	11/06/26
607	23 34 23 HVAC POWER VENTILATORS	15d	10/19/26	11/06/26
608	23 36 00 AIR TERMINAL UNITS	15d	10/19/26	11/06/26
609	23 55 00 FUEL-FIRED HEATERS	15d	10/19/26	11/06/26
610	23 63 13 AIR COOLED CONDENSING UNITS	15d	10/19/26	11/06/26
611	23 74 00 PACKAGED AIR HANDLING UNITS	15d	10/19/26	11/06/26
612	23 74 33 PACKAGED HEATING MAKE-UP AIR UNITS	15d	10/19/26	11/06/26
613	23 81 27 SPLIT-SYSTEM AIR CONDITIONER	15d	10/19/26	11/06/26
614	23 82 10 DEHUMIDIFIERS	15d	10/19/26	11/06/26
615	23 82 39 ELECTRIC HEATERS	15d	10/19/26	11/06/26
616	23 90 00 HVAC CONTROLS	15d	10/19/26	11/06/26
617	23 98 00 HVAC INSTRUMENTATION	15d	10/19/26	11/06/26
618	46 33 23 LIQUID CHEMICAL WEIGHING EQUIPMENT	15d	10/19/26	11/06/26
619	46 50 00 WATER AND WASTEWATER SECONDARY TREATMENT EQUIPMENT	15d	10/19/26	11/06/26
620	46 23 00 GRIT REMOVAL SYSTEM	15d	10/21/26	11/10/26
621	46 23 63 GRIT CLASSIFYING AND WASHING EQUIPMENT	15d	10/21/26	11/10/26
622	46 05 01 WASTEWATER EQUIPMENT GENERAL PROVISIONS	15d	10/26/26	11/13/26
623	26 24 19 MOTOR CONTROL CENTERS	15d	10/28/26	11/17/26

Qtr 1, 2026 | Qtr 2, 2026 | Qtr 3, 2026 | Qtr 4, 2026 | Qtr 1, 2027 | Qtr 2, 2027 | Qtr 3, 2027 | Qtr 4, 2027 | Qtr 1, 2028 | Qtr 2, 2028 | Qtr 3, 2028

Jan F Mar Apr M Jun Jul A S Oct N D Jan F M Apr M J Jul A S Oct N D Jan F Mar Apr M Jun Jul A S

Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

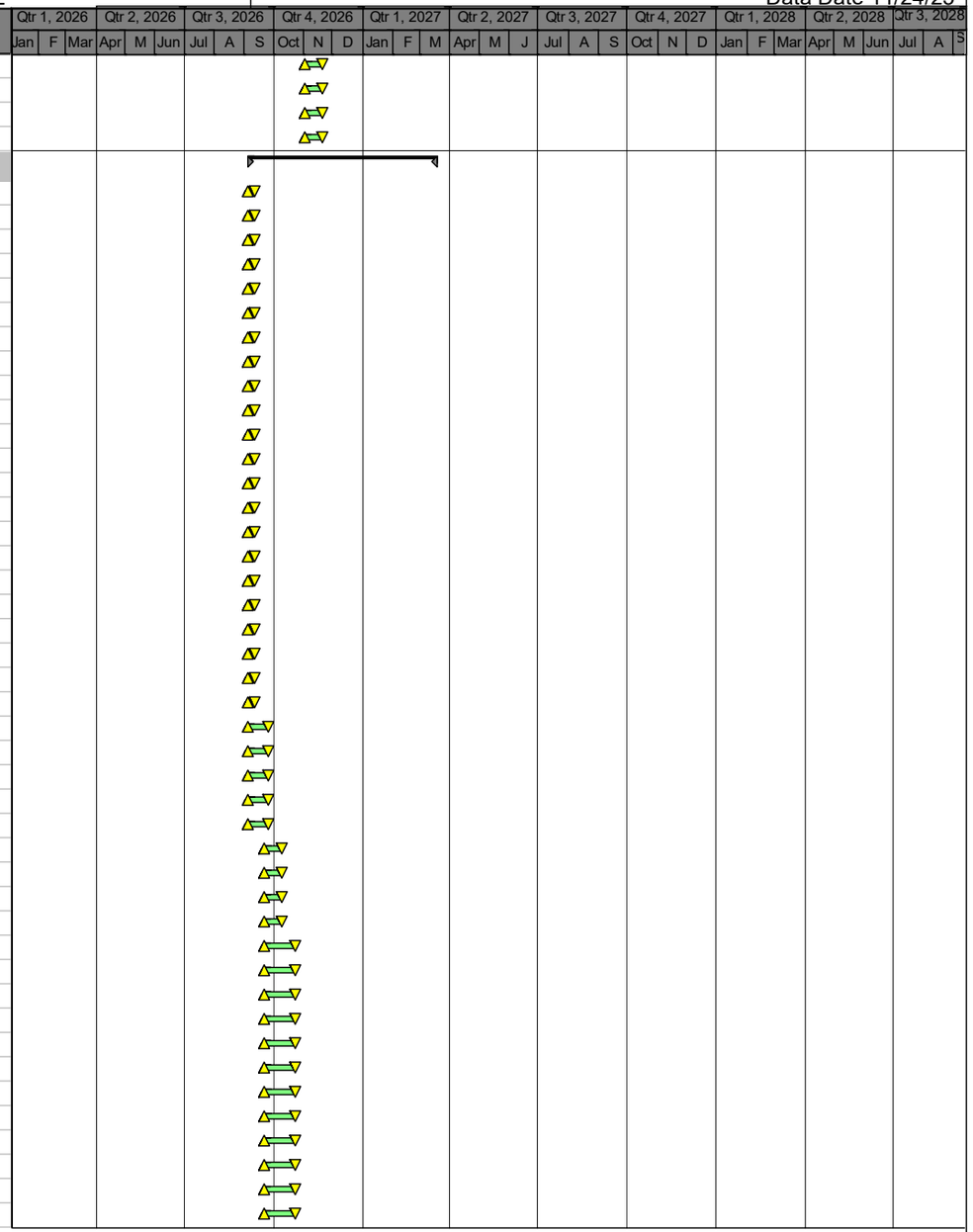
Employee Owned MGC QUALITY · PERFORMANCE · VALUE

EAGLE MOUNTAIN

AE2S

Eagle Mountain MBR Expansion | 30% CPM SCHEDULE | Data Date 11/24/25

#	Activity Name	Original Duration	Start	Finish
624	26 05 10 MOTORS	15d	11/02/26	11/20/26
625	26 24 13 SWITCHBOARDS	15d	11/02/26	11/20/26
626	26 24 16 PANELBOARDS	15d	11/02/26	11/20/26
627	46 00 00 WATER AND WASTEWATER EQUIPMENT	15d	11/02/26	11/20/26
628	**Procurement**	137d	09/04/26	03/19/27
629	01 00 00 GENERAL REQUIREMENTS	5d	09/04/26	09/11/26
630	01 10 00 SUMMARY OF WORK	5d	09/04/26	09/11/26
631	01 12 16 WORK SEQUENCE	5d	09/04/26	09/11/26
632	01 14 00 WORK RESTRICTIONS	5d	09/04/26	09/11/26
633	01 21 00 ALLOWANCES	5d	09/04/26	09/11/26
634	01 23 00 CONTRACT CONSIDERATIONS AND ALTERNATES	5d	09/04/26	09/11/26
635	01 25 00 SUBSTITUTION PROCEDURES	5d	09/04/26	09/11/26
636	01 26 00 CONTRACT MODIFICATION PROCEDURES	5d	09/04/26	09/11/26
637	01 29 00 PROGRESS PAYMENT PROCEDURES	5d	09/04/26	09/11/26
638	01 29 75 MEASUREMENT AND PAYMENT	5d	09/04/26	09/11/26
639	01 31 13 PROJECT COORDINATION	5d	09/04/26	09/11/26
640	01 31 19 PROJECT MEETINGS	5d	09/04/26	09/11/26
641	01 33 00 SUBMITTAL PROCEDURES	5d	09/04/26	09/11/26
642	01 45 00 QUALITY CONTROL	5d	09/04/26	09/11/26
643	01 45 33 CODE-REQUIRED SPECIAL INSPECTIONS	5d	09/04/26	09/11/26
644	01 52 00 CONSTRUCTION FACILITIES	5d	09/04/26	09/11/26
645	01 55 00 VEHICULAR ACCESS AND PARKING AREAS	5d	09/04/26	09/11/26
646	01 56 00 TEMPORARY BARRIERS AND ENCLOSURES	5d	09/04/26	09/11/26
647	01 57 13 TEMPORARY EROSION AND SEDIMENT CONTROL	5d	09/04/26	09/11/26
648	01 65 00 PRODUCT DELIVERY REQUIREMENTS	5d	09/04/26	09/11/26
649	01 73 29 CUTTING AND PATCHING	5d	09/04/26	09/11/26
650	01 75 00 STARTING AND ADJUSTING	5d	09/04/26	09/11/26
651	01 77 00 CLOSEOUT PROCEDURES	15d	09/04/26	09/25/26
652	01 78 23 OPERATIONS AND MAINTENANCE DATA	15d	09/04/26	09/25/26
653	01 79 00 DEMONSTRATION AND TRAINING	15d	09/04/26	09/25/26
654	01 79 50 FINAL INSPECTION AND ACCEPTANCE	15d	09/04/26	09/25/26
655	01 91 00 COMMISSIONING	15d	09/04/26	09/25/26
656	02 00 00 EXISTING CONDITIONS	15d	09/21/26	10/09/26
657	02 06 14 GEOTECHNICAL DATA REPORT	15d	09/21/26	10/09/26
658	02 14 00 DEWATERING AND STORMWATER PERMIT	15d	09/21/26	10/09/26
659	02 41 19 SELECTIVE SITE DEMOLITION	15d	09/21/26	10/09/26
660	31 11 00 CLEARING AND GRUBBING	25d	09/21/26	10/23/26
661	31 14 13 SOIL STRIPPING AND STOCKPILING	25d	09/21/26	10/23/26
662	31 22 00 SITE GRADING	25d	09/21/26	10/23/26
663	31 23 01 EARTHWORK FOR STRUCTURES	25d	09/21/26	10/23/26
664	31 23 13 SUBGRADE PREPARATION	25d	09/21/26	10/23/26
665	31 23 16 EXCAVATION	25d	09/21/26	10/23/26
666	31 23 23 FILL AND BACKFILL	25d	09/21/26	10/23/26
667	31 23 33 TRENCHING AND BACKFILLING	25d	09/21/26	10/23/26
668	31 25 00 EROSION AND SEDIMENTATION CONTROLS	25d	09/21/26	10/23/26
669	32 00 00 EXTERIOR IMPROVEMENTS	25d	09/21/26	10/23/26
670	32 01 00 PAVEMENT REMOVAL, REPAIR, AND RESURFACING	25d	09/21/26	10/23/26
671	32 11 23 AGGREGATE BASE COURSES	25d	09/21/26	10/23/26



Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

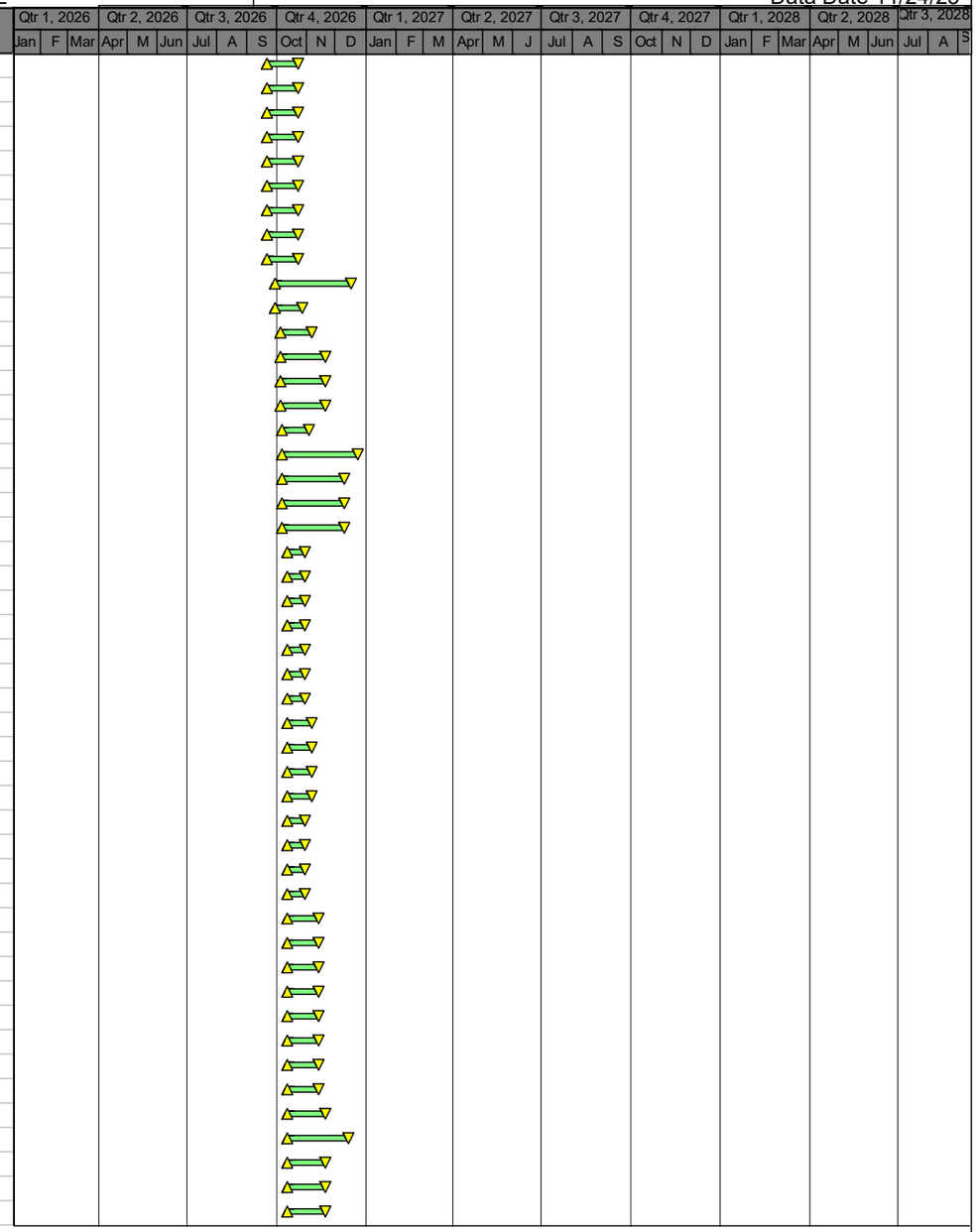
Employee Owned MGC QUALITY · PERFORMANCE · VALUE

EAGLE MOUNTAIN

AES2

Eagle Mountain MBR Expansion | 30% CPM SCHEDULE | Data Date 11/24/25

#	Activity Name	Original Duration	Start	Finish
672	32 15 00 AGGREGATE SURFACING	25d	09/21/26	10/23/26
673	32 13 13 CONCRETE PAVEMENT	25d	09/21/26	10/23/26
674	32 17 13 PLASTIC BOLLARD COVERS	25d	09/21/26	10/23/26
675	32 17 23 PAVEMENT MARKINGS	25d	09/21/26	10/23/26
676	32 31 13 CHAIN LINK FENCING, GATES, AND EQUIPMENT	25d	09/21/26	10/23/26
677	32 31 26 WIRE FENCES AND GATES	25d	09/21/26	10/23/26
678	32 39 14 SIGNAGE AND BOLLARDS	25d	09/21/26	10/23/26
679	32 92 19 SEEDING	25d	09/21/26	10/23/26
680	32 97 00 RESTORATION OF DISTURBED AREAS	25d	09/21/26	10/23/26
681	43 23 31 VERTICAL CENTRIFUGAL PUMPS	55d	09/30/26	12/16/26
682	43 23 31.1 VERTICAL TURBINE SOLIDS HANDLING PUMPS	20d	09/30/26	10/27/26
683	31 05 16 AGGREGATES FOR EARTHWORK	25d	10/05/26	11/06/26
684	40 27 98 PROCESS PIPE IDENTIFICATION	35d	10/05/26	11/20/26
685	40 42 13 PROCESS PIPING INSULATION	35d	10/05/26	11/20/26
686	40 42 80 PROCESS PIPING LEAKAGE TESTING	35d	10/05/26	11/20/26
687	26 05 43 UNDERGROUND DUCT AND RACEWAYS FOR ELECTRICAL SYSTEMS	20d	10/07/26	11/03/26
688	43 25 13 SUBMERSIBLE WET PIT PUMPS	55d	10/07/26	12/23/26
689	46 33 33 POLYMER BLENDING AND FEED SYSTEMS	45d	10/07/26	12/09/26
690	46 33 44 PERISTALTIC METERING PUMPS	45d	10/07/26	12/09/26
691	46 40 00 WATER AND WASTEWATER CLARIFICATION AND MIXING EQUIPMENT	45d	10/07/26	12/09/26
692	03 00 00 CONCRETE	15d	10/12/26	10/30/26
693	03 01 00 MAINTENANCE OF CONCRETE	15d	10/12/26	10/30/26
694	03 10 00 CONCRETE FORMING AND ACCESSORIES	15d	10/12/26	10/30/26
695	03 20 00 CONCRETE REINFORCING	15d	10/12/26	10/30/26
696	03 30 00 CAST IN PLACE CONCRETE	15d	10/12/26	10/30/26
697	04 00 00 MASONRY	15d	10/12/26	10/30/26
698	04 22 00 UNIT MASONRY	15d	10/12/26	10/30/26
699	09 00 00 FINISHES	20d	10/12/26	11/06/26
700	09 90 02 HIGH PERFORMANCE PAINTING AND COATING	20d	10/12/26	11/06/26
701	09 91 13 EXTERIOR PAINTING	20d	10/12/26	11/06/26
702	09 91 23 INTERIOR PAINTING	20d	10/12/26	11/06/26
703	22 06 00 SCHEDULES FOR PLUMBING	15d	10/12/26	10/30/26
704	22 07 00 PLUMBING INSULATION	15d	10/12/26	10/30/26
705	22 07 16 PLUMBING EQUIPMENT INSULATION	15d	10/12/26	10/30/26
706	22 07 19 PLUMBING PIPING INSULATION	15d	10/12/26	10/30/26
707	23 05 53 IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT	25d	10/12/26	11/13/26
708	23 05 90 BASIC RESULTS FOR HVAC TESTING, ADJUSTING AND BALANCING	25d	10/12/26	11/13/26
709	23 05 93 TESTING, ADJUSTING, AND BALANCING FOR HVAC	25d	10/12/26	11/13/26
710	23 06 00 SCHEDULES FOR HVAC	25d	10/12/26	11/13/26
711	23 07 00 HVAC INSULATION	25d	10/12/26	11/13/26
712	23 07 13 DUCTWORK INSULATION	25d	10/12/26	11/13/26
713	23 37 00 AIR OUTLET AND INLETS	25d	10/12/26	11/13/26
714	23 51 00 STACKS AND VENTS	25d	10/12/26	11/13/26
715	23 73 30 AIR TO AIR ENERGY RECOVERY VENTILATORS	30d	10/12/26	11/20/26
716	23 98 50 HVAC SEQUENCE OF OPERATIONS	45d	10/12/26	12/14/26
717	26 00 00 ELECTRICAL	30d	10/12/26	11/20/26
718	26 00 01 ELECTRICAL GENERAL CONDITIONS	30d	10/12/26	11/20/26
719	26 05 02 EXCAVATING, TRENCHING, AND BACKFILLING	30d	10/12/26	11/20/26



Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

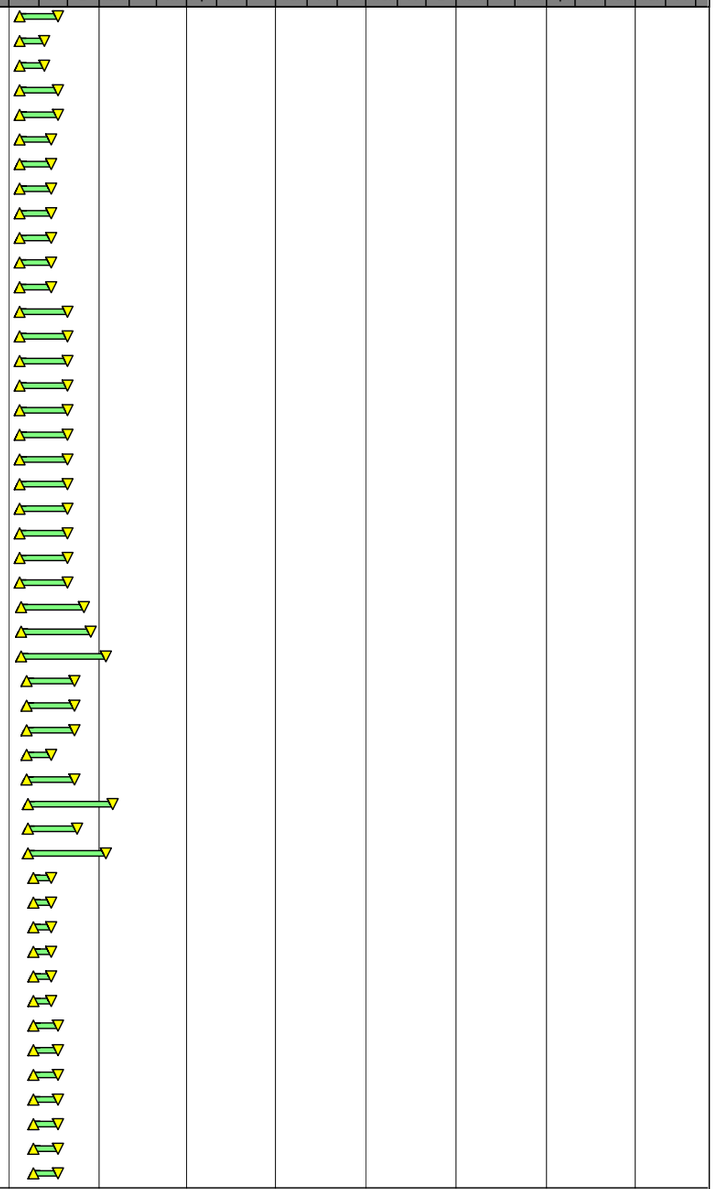
Employee Owned MGC QUALITY · PERFORMANCE · VALUE

EAGLE MOUNTAIN

AE2S

Eagle Mountain MBR Expansion | 30% CPM SCHEDULE | Data Date 11/24/25

#	Activity Name	Original Duration	Start	Finish
720	26 05 05 SELECTIVE DEMOLITION FOR ELECTRICAL	30d	10/12/26	11/20/26
721	26 05 53 IDENTIFICATION FOR ELECTRICAL SYSTEMS	20d	10/12/26	11/06/26
722	26 09 14 ELECTRICAL POWER MONITORING	20d	10/12/26	11/06/26
723	26 09 23 LIGHTING CONTROL DEVICES	30d	10/12/26	11/20/26
724	26 09 43 PERFORMANCE LIGHITNG CONTROLS	30d	10/12/26	11/20/26
725	26 41 13 LIGHTNING PROTECTION FOR STRUCTURES	25d	10/12/26	11/13/26
726	26 43 00 SURGE PROTECTIVE DEVICES	25d	10/12/26	11/13/26
727	26 56 00 EXTERIOR LIGHTING	25d	10/12/26	11/13/26
728	26 56 01 LUMINAIRES	25d	10/12/26	11/13/26
729	31 00 00 EARTHWORK	25d	10/12/26	11/13/26
730	31 05 13 SOILS FOR EARTHWORK	25d	10/12/26	11/13/26
731	31 23 19 DEWATERING	25d	10/12/26	11/13/26
732	33 00 00 UTILITIES	35d	10/12/26	11/30/26
733	33 10 00 WATER UTILITIES	35d	10/12/26	11/30/26
734	33 31 19 PROCESS SITE PIPING	35d	10/12/26	11/30/26
735	33 31 00 SANITARY SEWERAGE PIPING	35d	10/12/26	11/30/26
736	33 40 00 STORM DRAINAGE UTILITIES	35d	10/12/26	11/30/26
737	33 46 01 SITE SUBDRAINAGE	35d	10/12/26	11/30/26
738	40 00 00 PROCESS INTERCONNECTIONS	35d	10/12/26	11/30/26
739	40 27 00 PROCESS PIPING - GENERAL	35d	10/12/26	11/30/26
740	40 27 60 PROCESS IDENTIFICATION	35d	10/12/26	11/30/26
741	40 27 97 PROCESS GAUGES	35d	10/12/26	11/30/26
742	40 67 13 NETWORK RACKS AND EQUIPMENT	35d	10/12/26	11/30/26
743	41 10 00 BULK MATERIAL PROCESS EQUIPMENT	35d	10/12/26	11/30/26
744	46 30 00 WATER AND WASTEWATER CHEMICAL FEED EQUIPMENT	45d	10/14/26	12/16/26
745	46 51 21 COARSE BUBBLE DIFFUSERS	50d	10/14/26	12/23/26
746	46 51 46 MEMBRANE DIFFUSERS	60d	10/14/26	01/08/27
747	43 41 43 POLYETHYLENE TANKS	35d	10/19/26	12/07/26
748	43 41 45 FIBERGLASS REINFORCED PLASTIC TANKS	35d	10/19/26	12/07/26
749	44 00 00 POLLUTION AND WASTE CONTROL EQUIPMENT	35d	10/19/26	12/07/26
750	46 41 30 VORTEX POWERED AERATION	20d	10/19/26	11/13/26
751	46 43 80 FRP BAFFLE WALLS	35d	10/19/26	12/07/26
752	40 27 21 PROCESS ELECTRIC ACTUATORS	60d	10/21/26	01/15/27
753	40 63 43 PROGRAMMABLE LOGIC CONTROLLERS	35d	10/21/26	12/09/26
754	46 20 00 WATER AND WASTEWATER PRELIMINARY TREATMENT EQUIPMENT	55d	10/21/26	01/08/27
755	05 12 00 STRUCTURAL STEEL FRAMING	15d	10/26/26	11/13/26
756	05 51 00 METAL STAIRS	15d	10/26/26	11/13/26
757	05 53 05 METAL GRATINGS AND FLOOR PLATES	15d	10/26/26	11/13/26
758	06 00 00 WOODS, PLASTICS, AND COMPOSITES	15d	10/26/26	11/13/26
759	06 00 00 CARPENTRY	15d	10/26/26	11/13/26
760	06 20 23 CARPENTRY INSTALLATION	15d	10/26/26	11/13/26
761	06 71 00 FIBERGLASS REINFORCED GRATING AND STRUCTURAL SHAPES	20d	10/26/26	11/20/26
762	07 00 00 THERMAL AND MOISTURE PROTECTION	20d	10/26/26	11/20/26
763	08 00 00 OPENINGS	20d	10/26/26	11/20/26
764	08 31 23 PROCESS FLOOR ACCESS HATCHES	20d	10/26/26	11/20/26
765	08 36 00 SECTIONAL OVERHEAD DOORS	20d	10/26/26	11/20/26
766	08 41 13 ALUMINUM-FRAMED STOREFRONTS AND WINDOWS	20d	10/26/26	11/20/26
767	08 71 00 DOOR HARDWARE	20d	10/26/26	11/20/26



Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

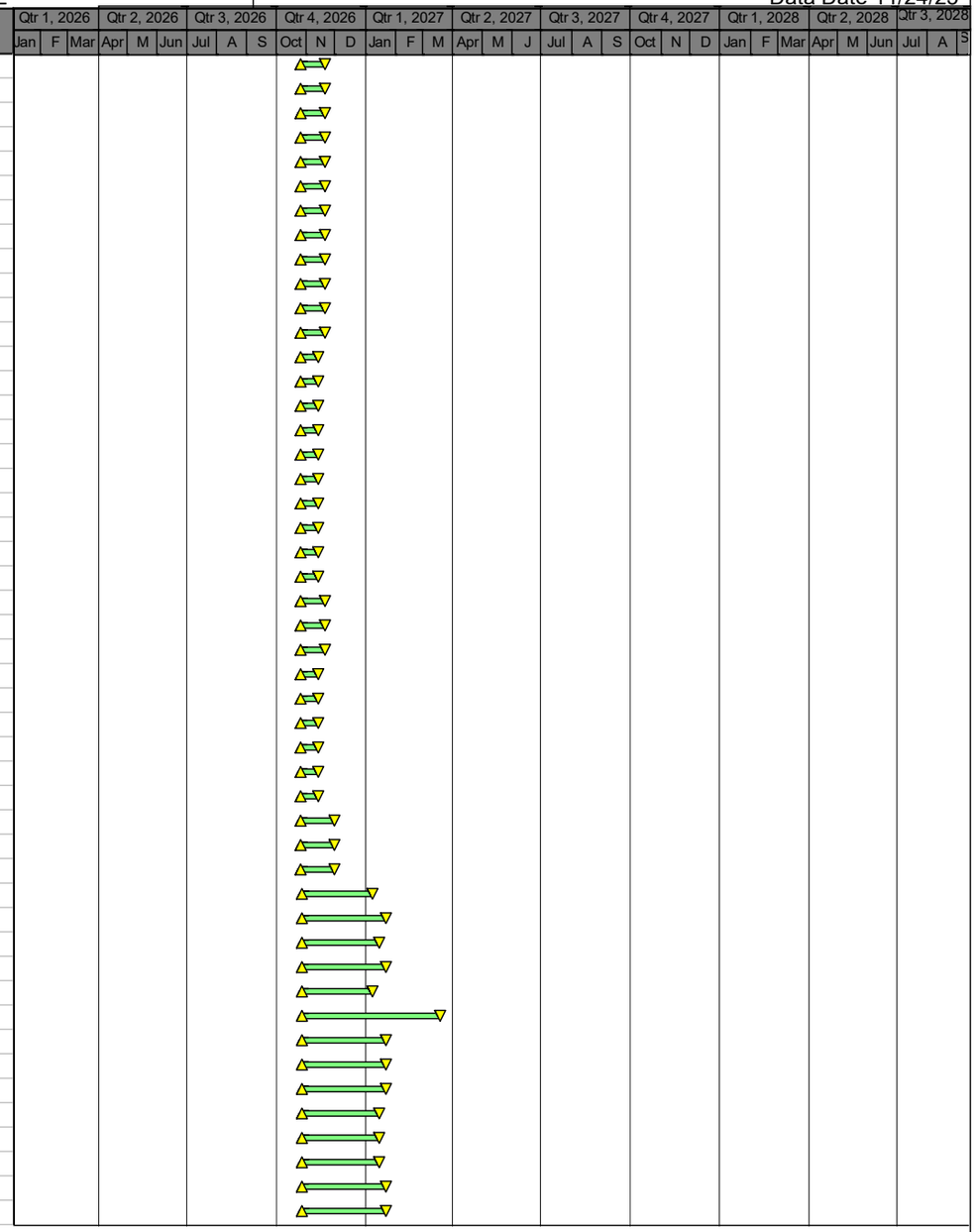
Employee Owned MGC QUALITY · PERFORMANCE · VALUE

EAGLE MOUNTAIN

AE2S

Eagle Mountain MBR Expansion | 30% CPM SCHEDULE | Data Date 11/24/25

#	Activity Name	Original Duration	Start	Finish
768	08 71 05 HARDWARE GROUPS	20d	10/26/26	11/20/26
769	08 80 00 GLASS AND GLAZING	20d	10/26/26	11/20/26
770	08 90 00 LOUVERS	20d	10/26/26	11/20/26
771	08 95 00 TRANSLUCENT WALL PANELS	20d	10/26/26	11/20/26
772	10 00 00 SPECIALTIES	20d	10/26/26	11/20/26
773	10 28 00 TOILET ACCESSORIES	20d	10/26/26	11/20/26
774	10 44 00 FIRE PROTECTION SPECIALTIES	20d	10/26/26	11/20/26
775	10 44 16 FIRE EXTINGUISHER CABINETS AND ACCESSORIES	20d	10/26/26	11/20/26
776	12 00 00 FURNISHINGS	20d	10/26/26	11/20/26
777	12 32 00 MANUFACTURED PHENOLIC LABORATORY CASEWORK	20d	10/26/26	11/20/26
778	12 35 30 ARCHITECTURAL CASEWORK	20d	10/26/26	11/20/26
779	12 35 53.19 WOOD LABORATORY CASEWORK	20d	10/26/26	11/20/26
780	21 00 00 FIRE SUPPRESSION	15d	10/26/26	11/13/26
781	21 05 00 COMMON WORK RESULTS FOR FIRE SUPPRESSION	15d	10/26/26	11/13/26
782	21 13 00 FIRE SPRINKLER SYSTEMS	15d	10/26/26	11/13/26
783	22 00 00 PLUMBING	15d	10/26/26	11/13/26
784	22 01 20 PLUMBING GENERAL PROVISIONS	15d	10/26/26	11/13/26
785	22 01 30 PLUMBING REMODELING PROVISIONS	15d	10/26/26	11/13/26
786	22 01 55 PLUMBING SITE CONDITIONS	15d	10/26/26	11/13/26
787	22 01 60 PLUMBING PIPING PROCEDURES	15d	10/26/26	11/13/26
788	22 01 70 PLUMBING SUBMITTALS	15d	10/26/26	11/13/26
789	22 05 00 COMMON WORK RESULTS FOR PLUMBING	15d	10/26/26	11/13/26
790	22 05 13 COMMON MOTOR REQUIREMENTS FOR PLUMBING EQUIPMENT	20d	10/26/26	11/20/26
791	22 05 14 COMMON ELECTRICAL REQUIREMENTS FOR PLUMBING EQUIPMENT	20d	10/26/26	11/20/26
792	22 05 19 THERMOMETERS AND GAUGES FOR PLUMBING PIPING	20d	10/26/26	11/20/26
793	22 05 40 SUPPORTS AND ANCHORS FOR PLUMBING	15d	10/26/26	11/13/26
794	22 05 53 IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT	15d	10/26/26	11/13/26
795	22 10 05 PLUMBING PIPING	15d	10/26/26	11/13/26
796	22 10 06 PLUMBING SPECIALTIES	15d	10/26/26	11/13/26
797	22 36 00 COMMERCIAL GRADE PLUMBING EQUIPMENT	15d	10/26/26	11/13/26
798	22 42 00 COMMERCIAL PLUMBING FIXTURES	15d	10/26/26	11/13/26
799	23 23 00 REFRIGERANT PIPING	25d	10/26/26	11/30/26
800	23 31 00 HVAC DUCTS AND CASINGS	25d	10/26/26	11/30/26
801	23 33 00 AIR DUCT ACCESSORIES	25d	10/26/26	11/30/26
802	26 05 08 ELECTRICAL SERVICE	50d	10/28/26	01/08/27
803	26 12 00 PADMOUNTED DISTRIBUTION TRANSFORMERS	60d	10/28/26	01/22/27
804	26 13 00 MEDIUM VOLTAGE METAL CLAD SWITCHGEAR	55d	10/28/26	01/15/27
805	26 22 00 GENERAL PURPOSE DRY-TYPE DISTRIBUTION TRANSFORMER	60d	10/28/26	01/22/27
806	26 29 23 VARIABLE FREQUENCY MOTOR CONTROLLERS	50d	10/28/26	01/08/27
807	26 32 13 ENGINE GENERATORS	100d	10/28/26	03/19/27
808	41 22 00 CRANES AND HOISTS	60d	10/28/26	01/22/27
809	41 12 13 SCREENINGS SCREW CONVEYOR	60d	10/28/26	01/22/27
810	41 60 00 MOBILE PLANT EQUIPMENT	60d	10/28/26	01/22/27
811	41 22 13 CRANES	55d	10/28/26	01/15/27
812	41 22 23 HOISTS	55d	10/28/26	01/15/27
813	41 23 14 OVERHEAD CRANE SYSTEMS	55d	10/28/26	01/15/27
814	41 66 00 MOBILE PLANT EQUIPMENT	60d	10/28/26	01/22/27
815	44 31 19 PACKAGED ODOR CONTROL SYSTEM	60d	10/28/26	01/22/27



Actual Work
Remaining Work
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Milestone
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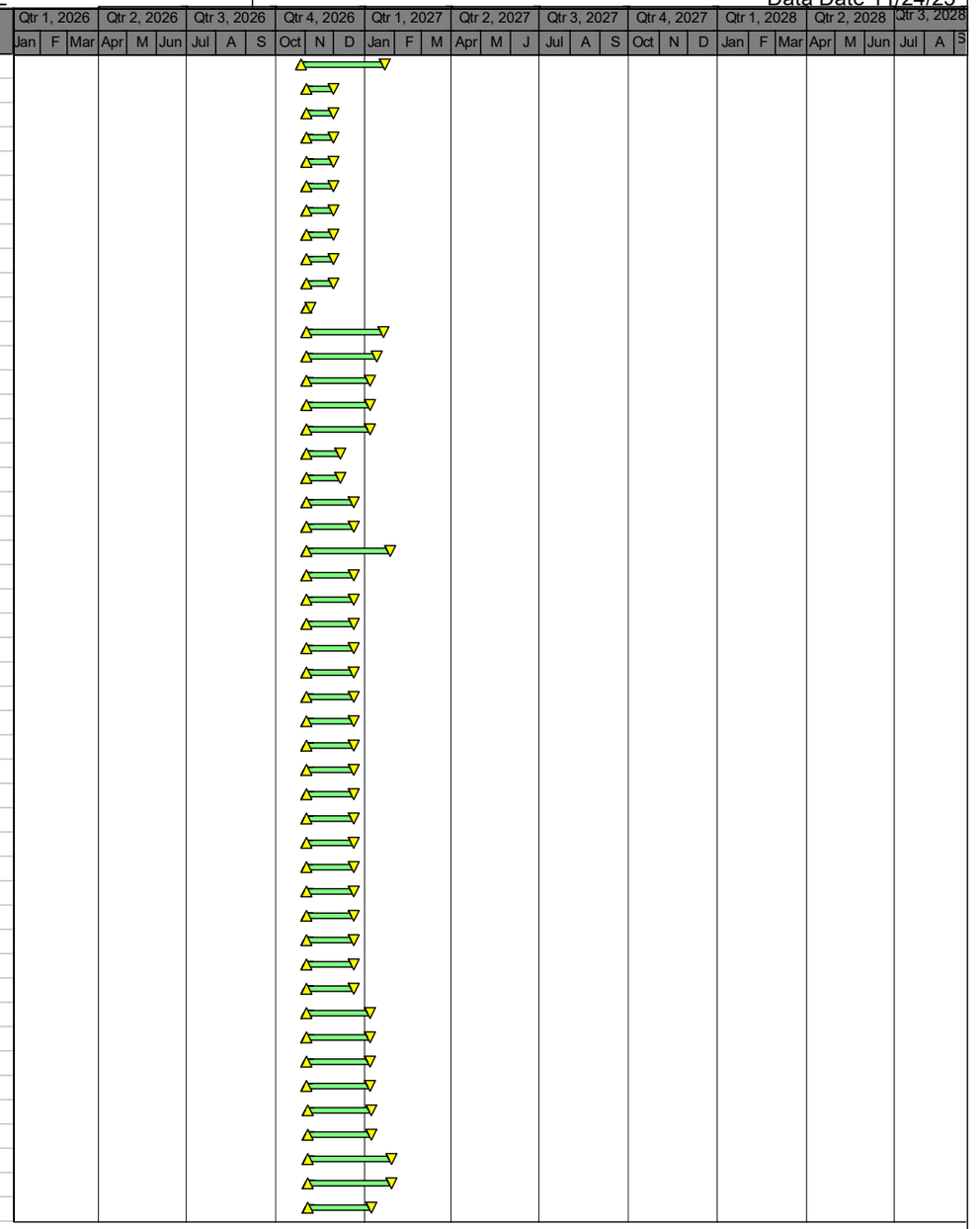
Employee Owned MGC QUALITY · PERFORMANCE · VALUE

EAGLE MOUNTAIN

AE2S

Eagle Mountain MBR Expansion | 30% CPM SCHEDULE | Data Date 11/24/25

#	Activity Name	Original Duration	Start	Finish
816	46 66 16 CLOSED-VESSEL LOW-PRESSURE/HIGH-INTENSITY ULTRAVIOLET TREA	60d	10/28/26	01/22/27
817	26 05 13 MEDIUM VOLTAGE CABLE	20d	11/02/26	11/30/26
818	26 05 19 POWER AND INSTRUMENTATION CABLE - LESS THAN 600V	20d	11/02/26	11/30/26
819	26 05 26 GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	20d	11/02/26	11/30/26
820	26 05 29 HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	20d	11/02/26	11/30/26
821	26 05 34 CONDUIT	20d	11/02/26	11/30/26
822	26 05 36 CABLE TRAY FOR ELECTRICAL SYSTEMS	20d	11/02/26	11/30/26
823	26 05 37 BOXES	20d	11/02/26	11/30/26
824	26 05 45 PRECAST CONCRETE ELECTRICAL MANHOLES AND HANDHOLES	20d	11/02/26	11/30/26
825	26 05 75 OVERCURRENT PROTECTIVE DEVICE COORDINATION STUDY	20d	11/02/26	11/30/26
826	26 13 50 PROTECTIVE RELAYING	5d	11/02/26	11/06/26
827	26 14 00 MEDIUM VOLTAGE PADMOUNT SWITCH	55d	11/02/26	01/20/27
828	26 27 19 TRANSITION CABINET	50d	11/02/26	01/13/27
829	26 27 26 WIRING DEVICES	45d	11/02/26	01/06/27
830	26 28 13 FUSES	45d	11/02/26	01/06/27
831	26 28 18 ENCLOSED SWITCHES	45d	11/02/26	01/06/27
832	28 00 00 ELECTRONIC SAFETY AND SECURITY	25d	11/02/26	12/07/26
833	28 30 00 FIRE ALARM SYSTEM	25d	11/02/26	12/07/26
834	40 27 05 PROCESS PIPING SUPPORT SYSTEMS	35d	11/02/26	12/21/26
835	40 27 10 PROCESS PIPING SPECIALTIES	35d	11/02/26	12/21/26
836	40 27 20 PROCESS VALVES	60d	11/02/26	01/27/27
837	40 27 30 PROCESS GATES	35d	11/02/26	12/21/26
838	40 60 00 PROCESS CONTROL AND ENTERPRISE MANAGEMENT SYSTEMS	35d	11/02/26	12/21/26
839	40 61 13 PROCESS CONTROL SYSTEM GENERAL REQUIREMENTS	35d	11/02/26	12/21/26
840	40 61 21 PROCESS CONTROL SYSTEM TESTING	35d	11/02/26	12/21/26
841	40 70 00 INSTRUMENTATION FOR PROCESS SYSTEMS	35d	11/02/26	12/21/26
842	40 61 96 PROCESS CONTROL DESCRIPTIONS	35d	11/02/26	12/21/26
843	40 63 13 PROCESS CONTROL PANELS AND HARDWARE	35d	11/02/26	12/21/26
844	40 63 14 JUNCTION BOXES AND CONTROL STATIONS	35d	11/02/26	12/21/26
845	40 70 01 INSTRUMENTATION GENERAL REQUIREMENTS	35d	11/02/26	12/21/26
846	40 70 02 CALIBRATON SHEET	35d	11/02/26	12/21/26
847	40 71 00 FLOW MEASUREMENT	35d	11/02/26	12/21/26
848	40 72 00 LEVEL MEASUREMENT	35d	11/02/26	12/21/26
849	40 73 00 PRESSURE MEASUREMENT	35d	11/02/26	12/21/26
850	40 74 00 TEMPERATURE MEASUREMENT	35d	11/02/26	12/21/26
851	40 75 00 PROCESS LIQUID ANALYTICAL MEASUREMENT	35d	11/02/26	12/21/26
852	40 76 00 PROCESS GAS ANALYTICAL MEASUREMENT	35d	11/02/26	12/21/26
853	40 77 00 POSITION AND MOTION MEASUREMENT	35d	11/02/26	12/21/26
854	41 00 00 MATERIAL PROCESSING AND HANDLING EQUIPMENT	35d	11/02/26	12/21/26
855	46 33 35 POLYMER SYSTEM ACCESSORIES	45d	11/02/26	01/06/27
856	46 33 66 LIQUID CHEMICAL TRANSFER PUMPS	45d	11/02/26	01/06/27
857	46 33 83 LIQUID CHEMICAL FEED ACCESSORIES	45d	11/02/26	01/06/27
858	46 41 26 COMPRESSED GAS MIXING SYSTEM	45d	11/02/26	01/06/27
859	43 00 00 PROCESS GAS AND LIQUID HANDLING, PURIFICATION, AND STORAGE E	45d	11/04/26	01/08/27
860	43 10 00 GAS HANDLING EQUIPMENT	45d	11/04/26	01/08/27
861	43 11 12 INTEGRALLY-GEARED SINGLE STAGE CENTRIFUGAL BLOWER	60d	11/04/26	01/29/27
862	43 11 33 ROTARY LOBE BLOWERS	60d	11/04/26	01/29/27
863	43 12 00 GAS COMPRESSORS	45d	11/04/26	01/08/27



Actual Work
Remaining Work
Critical Remaining Work
Milestone
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Employee Owned MGC QUALITY · PERFORMANCE · VALUE

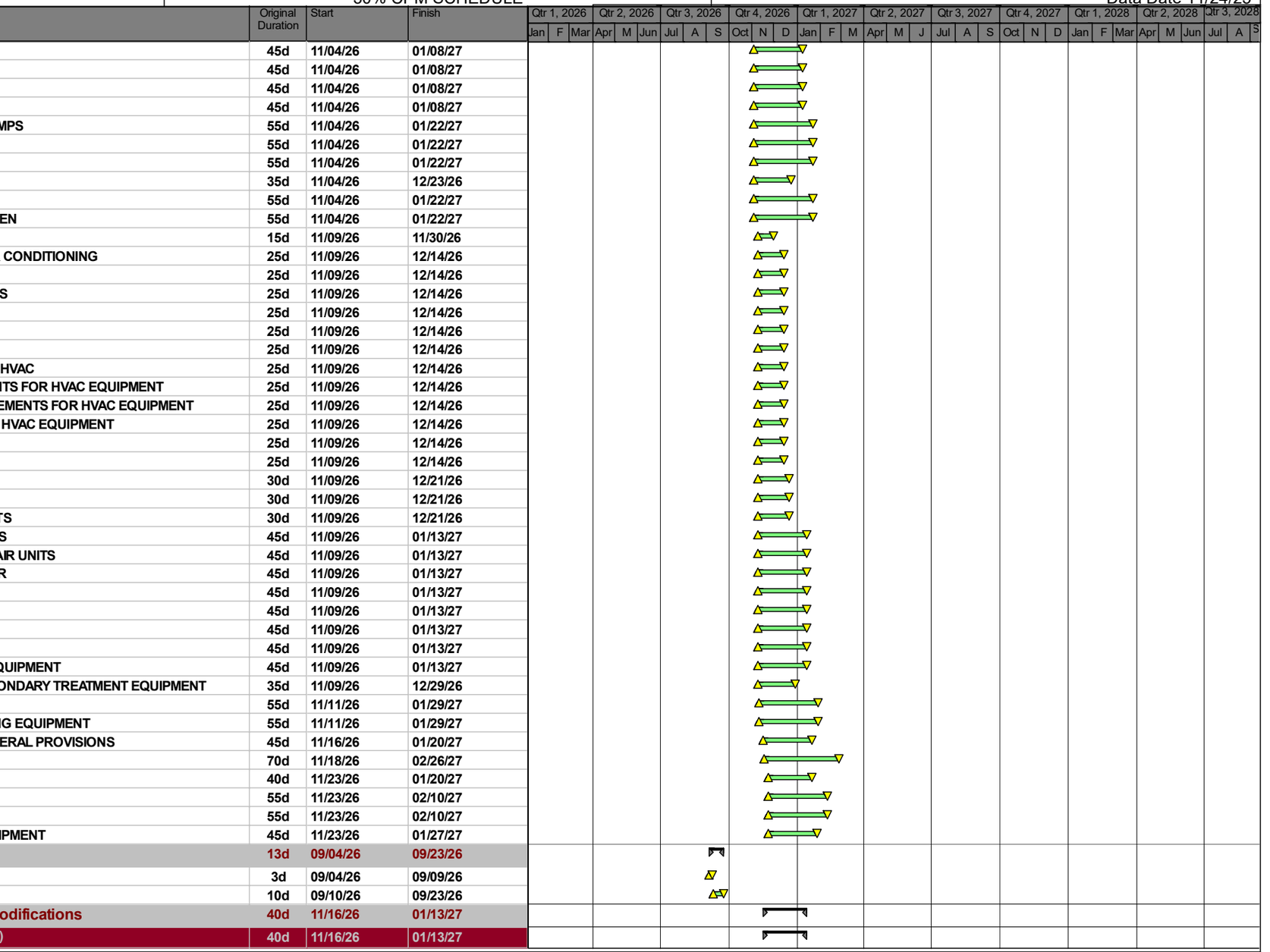
EAGLE MOUNTAIN

AE2S

Eagle Mountain MBR Expansion | 30% CPM SCHEDULE | Data Date 11/24/25

#	Activity Name	Original Duration	Start	Finish
864	43 20 00 LIQUID HANDLING EQUIPMENT	45d	11/04/26	01/08/27
865	43 21 13 VERTICAL TURBINE PUMPS	45d	11/04/26	01/08/27
866	43 22 56 LIQUID PROCESS MIXERS	45d	11/04/26	01/08/27
867	43 22 70 AUTOMATIC SAMPLER	45d	11/04/26	01/08/27
868	43 21 15 HORIZONTAL CENTRIFUGAL PUMPS	55d	11/04/26	01/22/27
869	43 23 57 PROGRESSIVE CAVITY PUMPS	55d	11/04/26	01/22/27
870	43 20 00 ROTARY LOBE PUMPS	55d	11/04/26	01/22/27
871	43 40 00 GAS AND LIQUID STORAGE	35d	11/04/26	12/23/26
872	46 21 13 COARSE RAKE SCREENS	55d	11/04/26	01/22/27
873	46 21 36 INTERNALLY FED ROTARY SCREEN	55d	11/04/26	01/22/27
874	22 15 00 COMPRESSED AIR SYSTEM	15d	11/09/26	11/30/26
875	23 00 00 HEATING, VENTILATING, AND AIR CONDITIONING	25d	11/09/26	12/14/26
876	23 01 20 HVAC GENERAL PROVISIONS	25d	11/09/26	12/14/26
877	23 01 30 HVAC REMODELING PROVISIONS	25d	11/09/26	12/14/26
878	23 01 55 HVAC SITE CONDITIONS	25d	11/09/26	12/14/26
879	23 01 60 HVAC PIPING PROCEDURES	25d	11/09/26	12/14/26
880	23 01 70 HVAC SUBMITTALS	25d	11/09/26	12/14/26
881	23 05 00 COMMON WORK RESULTS FOR HVAC	25d	11/09/26	12/14/26
882	23 05 13 COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT	25d	11/09/26	12/14/26
883	23 05 14 COMMON ELECTRICAL REQUIREMENTS FOR HVAC EQUIPMENT	25d	11/09/26	12/14/26
884	23 05 40 SUPPORTS AND ANCHORS FOR HVAC EQUIPMENT	25d	11/09/26	12/14/26
885	23 34 16 CENTRIFUGAL HVAC FANS	25d	11/09/26	12/14/26
886	23 34 23 HVAC POWER VENTILATORS	25d	11/09/26	12/14/26
887	23 36 00 AIR TERMINAL UNITS	30d	11/09/26	12/21/26
888	23 55 00 FUEL-FIRED HEATERS	30d	11/09/26	12/21/26
889	23 63 13 AIR COOLED CONDENSING UNITS	30d	11/09/26	12/21/26
890	23 74 00 PACKAGED AIR HANDLING UNITS	45d	11/09/26	01/13/27
891	23 74 33 PACKAGED HEATING MAKE-UP AIR UNITS	45d	11/09/26	01/13/27
892	23 81 27 SPLIT-SYSTEM AIR CONDITIONER	45d	11/09/26	01/13/27
893	23 82 10 DEHUMIDIFIERS	45d	11/09/26	01/13/27
894	23 82 39 ELECTRIC HEATERS	45d	11/09/26	01/13/27
895	23 90 00 HVAC CONTROLS	45d	11/09/26	01/13/27
896	23 98 00 HVAC INSTRUMENTATION	45d	11/09/26	01/13/27
897	46 33 23 LIQUID CHEMICAL WEIGHING EQUIPMENT	45d	11/09/26	01/13/27
898	46 50 00 WATER AND WASTEWATER SECONDARY TREATMENT EQUIPMENT	35d	11/09/26	12/29/26
899	46 23 00 GRIT REMOVAL SYSTEM	55d	11/11/26	01/29/27
900	46 23 63 GRIT CLASSIFYING AND WASHING EQUIPMENT	55d	11/11/26	01/29/27
901	46 05 01 WASTEWATER EQUIPMENT GENERAL PROVISIONS	45d	11/16/26	01/20/27
902	26 24 19 MOTOR CONTROL CENTERS	70d	11/18/26	02/26/27
903	26 05 10 MOTORS	40d	11/23/26	01/20/27
904	26 24 13 SWITCHBOARDS	55d	11/23/26	02/10/27
905	26 24 16 PANELBOARDS	55d	11/23/26	02/10/27
906	46 00 00 WATER AND WASTEWATER EQUIPMENT	45d	11/23/26	01/27/27
907	**Sitework**	13d	09/04/26	09/23/26
908	Install SWPPP	3d	09/04/26	09/09/26
909	Grade / Site Development	10d	09/10/26	09/23/26
910	**Construction Phase - Existing Plant Modifications**	40d	11/16/26	01/13/27
911	**Existing Oxidation Ditch Upgrades (GMP 1)**	40d	11/16/26	01/13/27





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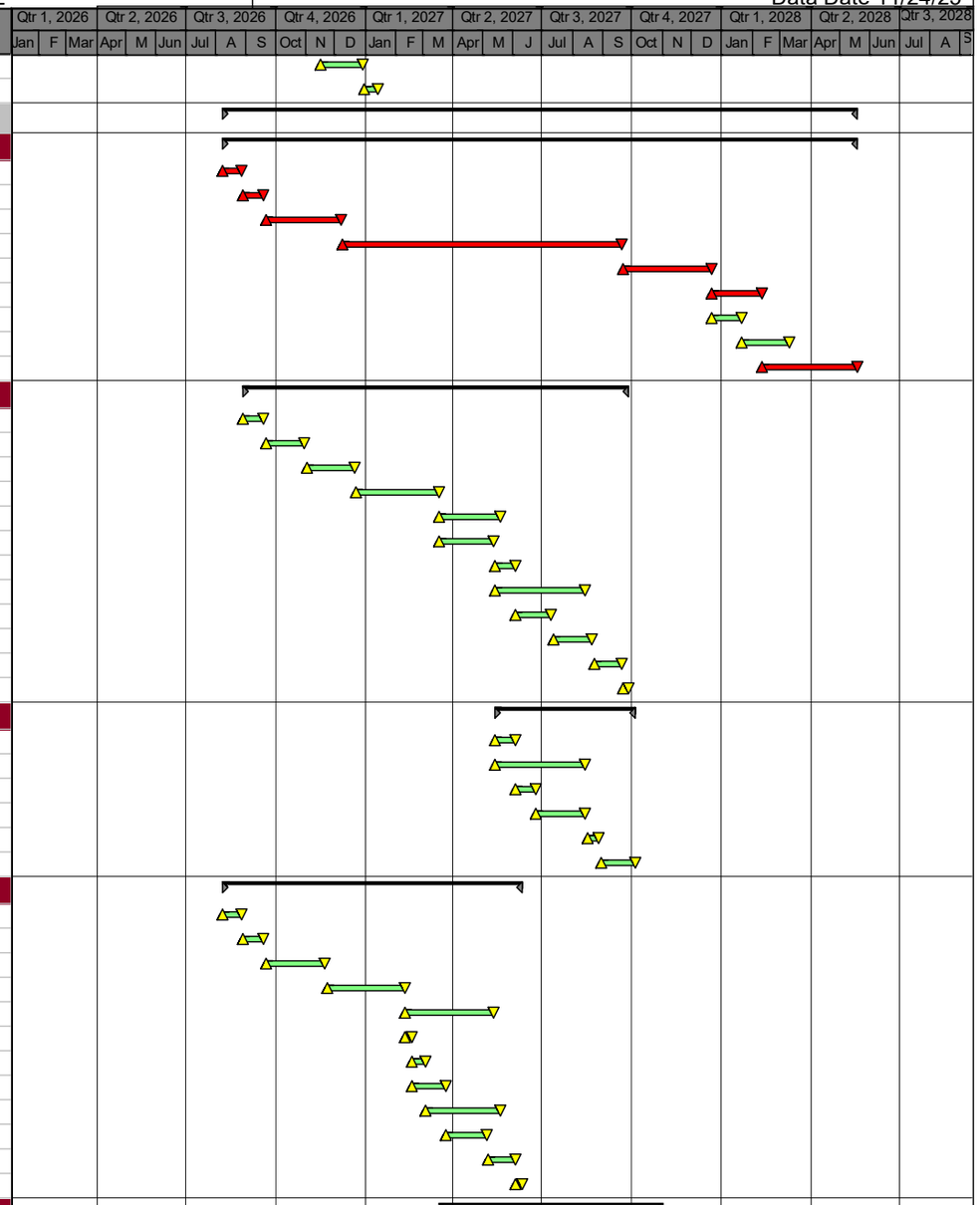
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EAGLE MOUNTAIN

AE2S

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#	Activity Name	Original Duration	Start	Finish
912	Install Pumps & Piping for Intensification	30d	11/16/26	12/29/26
913	Canibal Tank Modifications	10d	12/30/26	01/13/27
914	**Construction Phase - Plant Expansion (GMP 2)**	455d	08/07/26	05/18/28
915	**BNR**	455d	08/07/26	05/18/28
916	Excavate & Subgrade	15d	08/07/26	08/27/26
917	Install Underslab Piping	15d	08/28/26	09/18/26
918	Form / Rebar / Pour Slab	55d	09/21/26	12/07/26
919	Form / Rebar / Pour Walls	200d	12/08/26	09/20/27
920	Form / Rebar / Pour Decks	65d	09/21/27	12/21/27
921	Test Basins	35d	12/22/27	02/10/28
922	Install Canopy Columns	20d	12/22/27	01/20/28
923	Install Canopy Decking	35d	01/21/28	03/09/28
924	Install Mechanical Piping and Aeration Equipment	70d	02/11/28	05/18/28
925	**MTB Building**	275d	08/28/26	09/27/27
926	Excavate & Subgrade	15d	08/28/26	09/18/26
927	Install Underslab Piping	30d	09/21/26	10/30/26
928	Form / Rebar / Pour Slab	35d	11/02/26	12/21/26
929	Form / Rebar / Pour Walls	60d	12/22/26	03/17/27
930	Install Electrical	45d	03/18/27	05/19/27
931	Form / Rebar / Pour Decks	40d	03/18/27	05/12/27
932	Test Basins	15d	05/13/27	06/03/27
933	Install Mechanical Piping and Equipment	65d	05/13/27	08/13/27
934	Install Building Walls	25d	06/04/27	07/09/27
935	Install Building Roofs	30d	07/12/27	08/20/27
936	Install Building HVAC/Plumbing	20d	08/23/27	09/20/27
937	Install Cranes/Hoists	5d	09/21/27	09/27/27
938	**Sludge Storage Tank**	100d	05/13/27	10/04/27
939	Excavate & Subgrade	15d	05/13/27	06/03/27
940	Form / Rebar / Pour Walls	65d	05/13/27	08/13/27
941	Install Underslab Piping	15d	06/04/27	06/24/27
942	Form / Rebar / Pour Slab	35d	06/25/27	08/13/27
943	Test Basins	10d	08/16/27	08/27/27
944	Install Mechanical Piping and Equipment	25d	08/30/27	10/04/27
945	**Headworks 2**	215d	08/07/26	06/10/27
946	Excavate & Subgrade	15d	08/07/26	08/27/26
947	Install Underslab Piping	15d	08/28/26	09/18/26
948	Form / Rebar / Pour Slab	45d	09/21/26	11/20/26
949	Form / Rebar / Pour Walls	55d	11/23/26	02/10/27
950	Install Electrical	65d	02/11/27	05/12/27
951	Form / Rebar / Pour Decks	5d	02/11/27	02/17/27
952	Test Basins	10d	02/18/27	03/03/27
953	Install Building Walls	25d	02/18/27	03/24/27
954	Install Mechanical Piping and Equipment	55d	03/04/27	05/19/27
955	Install Building Roofs	30d	03/25/27	05/05/27
956	Install Building HVAC/Plumbing	20d	05/06/27	06/03/27
957	Install Cranes/Hoists	5d	06/04/27	06/10/27
958	**Solids Handling Building**	160d	03/18/27	11/01/27



Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

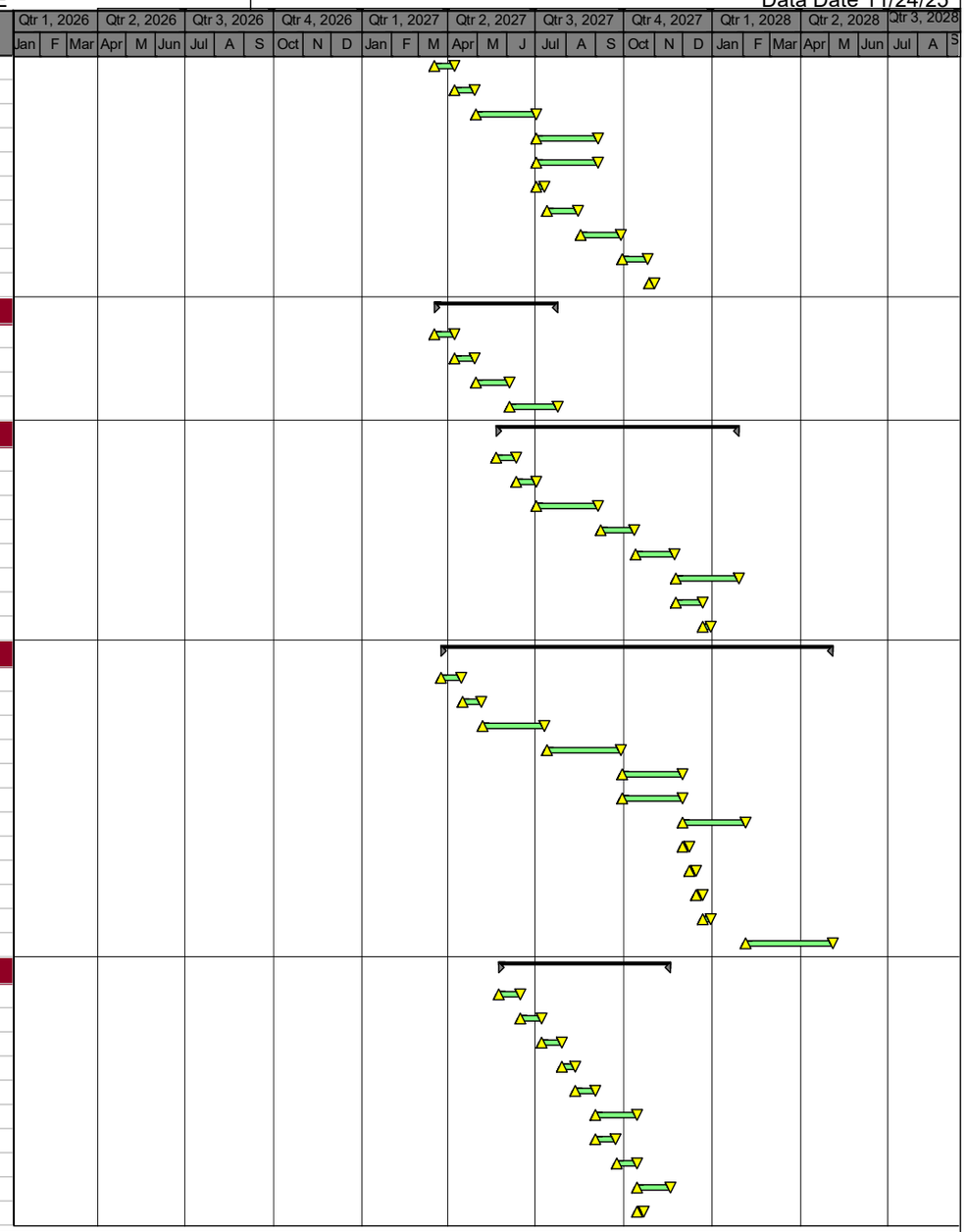
Employee Owned MGC QUALITY · PERFORMANCE · VALUE

EAGLE MOUNTAIN

AE2S

Eagle Mountain MBR Expansion | 30% CPM SCHEDULE | Data Date 11/24/25

#	Activity Name	Original Duration	Start	Finish
959	Excavate & Subgrade	15d	03/18/27	04/07/27
960	Install Underslab Piping	15d	04/08/27	04/28/27
961	Form / Rebar / Pour Slab	45d	04/29/27	07/01/27
962	Install Mechanical Piping and Equipment	45d	07/02/27	09/03/27
963	Install Electrical	45d	07/02/27	09/03/27
964	Form / Rebar / Pour Decks	5d	07/02/27	07/09/27
965	Install Building Walls	25d	07/12/27	08/13/27
966	Install Building Roofs	30d	08/16/27	09/27/27
967	Install Building HVAC/Plumbing	20d	09/28/27	10/25/27
968	Install Cranes/Hoists	5d	10/26/27	11/01/27
969	Odor Control	90d	03/18/27	07/23/27
970	Excavate & Subgrade	15d	03/18/27	04/07/27
971	Install Underslab Piping	15d	04/08/27	04/28/27
972	Form / Rebar / Pour Slab	25d	04/29/27	06/03/27
973	Install Mechanical Piping and Equipment	35d	06/04/27	07/23/27
974	Electrical Building	175d	05/20/27	01/27/28
975	Excavate & Subgrade	15d	05/20/27	06/10/27
976	Install Underslab Conduit	15d	06/11/27	07/01/27
977	Form / Rebar / Pour Slab	45d	07/02/27	09/03/27
978	Install Building Walls	25d	09/07/27	10/11/27
979	Install Building Roofs	30d	10/12/27	11/22/27
980	Install Electrical Gear	45d	11/23/27	01/27/28
981	Install Building HVAC/Plumbing	20d	11/23/27	12/21/27
982	Install Cranes/Hoists	5d	12/22/27	12/29/27
983	Admin Building	285d	03/25/27	05/04/28
984	Excavate & Subgrade	15d	03/25/27	04/14/27
985	Install Underslab Conduit/Piping	15d	04/15/27	05/05/27
986	Form / Rebar / Pour Slab	45d	05/06/27	07/09/27
987	Install Building Walls	55d	07/12/27	09/27/27
988	Install Electrical	45d	09/28/27	11/30/27
989	Install Building Roofs	45d	09/28/27	11/30/27
990	Install Building HVAC/Plumbing	45d	12/01/27	02/03/28
991	Final Site Grading and Backfill	5d	12/01/27	12/07/27
992	Form & Pour Curb & Gutter	5d	12/08/27	12/14/27
993	Asphalt Pavement	5d	12/15/27	12/21/27
994	Landscaping	5d	12/22/27	12/29/27
995	Install Interior/Finishes	65d	02/04/28	05/04/28
996	Chemical Feed Building	125d	05/24/27	11/17/27
997	Excavate & Subgrade	15d	05/24/27	06/14/27
998	Install Underslab Piping	15d	06/15/27	07/06/27
999	Form / Rebar / Pour Slab	15d	07/07/27	07/27/27
1000	Form / Rebar / Pour Containment Areas	10d	07/28/27	08/10/27
1001	Install Building Walls	15d	08/11/27	08/31/27
1002	Install Mechanical Piping and Equipment	30d	09/01/27	10/13/27
1003	Install Building Roofs	15d	09/01/27	09/22/27
1004	Install Building HVAC/Plumbing	15d	09/23/27	10/13/27
1005	Install Electrical	25d	10/14/27	11/17/27
1006	Install Cranes/Hoists	5d	10/14/27	10/20/27



Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

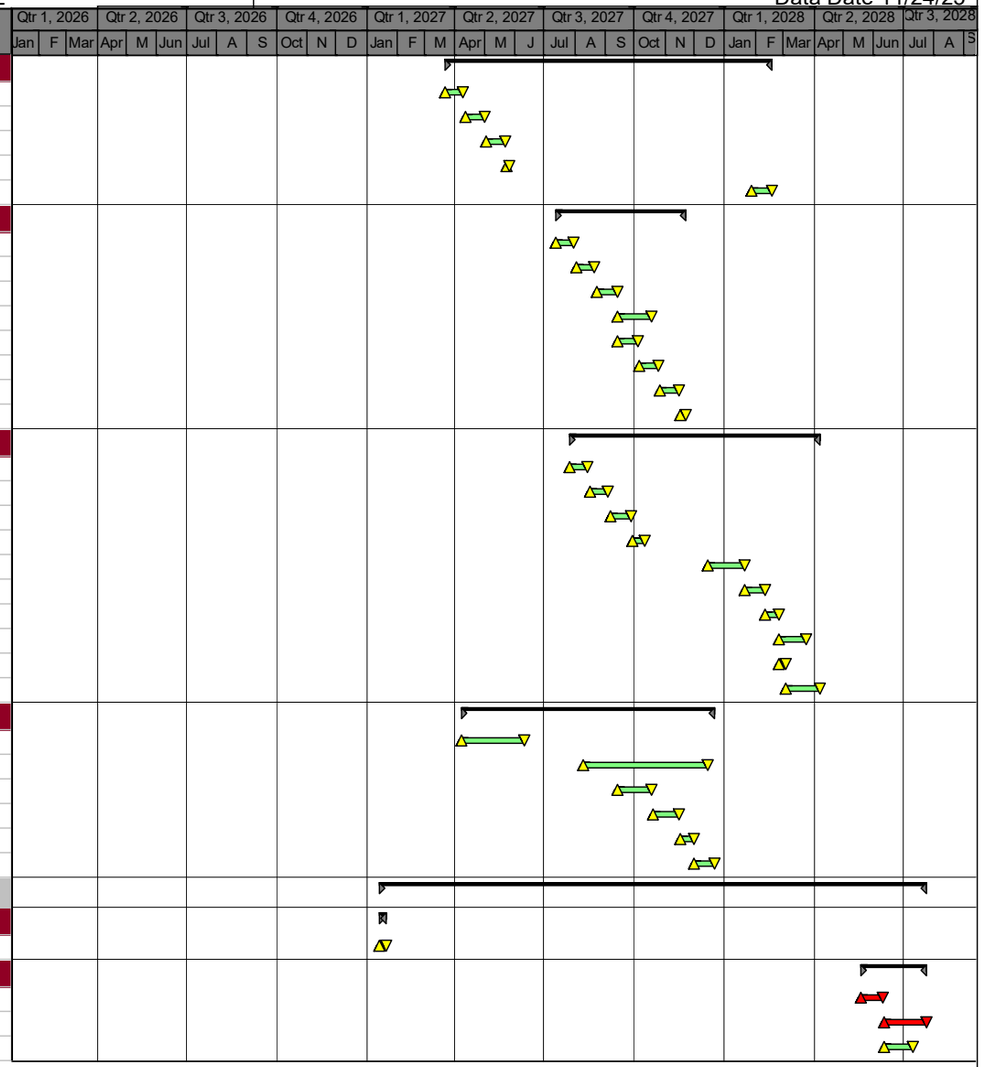
Employee Owned MGC QUALITY · PERFORMANCE · VALUE

EAGLE MOUNTAIN

AE2S

Eagle Mountain MBR Expansion | 30% CPM SCHEDULE | Data Date 11/24/25

#	Activity Name	Original Duration	Start	Finish
1007	Backup Generator	233d	03/22/27	02/17/28
1008	Excavate & Subgrade	15d	03/22/27	04/09/27
1009	Install Underslab Conduit	15d	04/12/27	04/30/27
1010	Form / Rebar / Pour Slab	15d	05/03/27	05/21/27
1011	Install Gensets	3d	05/24/27	05/26/27
1012	Pull & Terminate Wiring	15d	01/28/28	02/17/28
1013	Garage	95d	07/12/27	11/22/27
1014	Excavate & Subgrade	15d	07/12/27	07/30/27
1015	Install Underslab Piping	15d	08/02/27	08/20/27
1016	Form / Rebar / Pour Slab	15d	08/23/27	09/13/27
1017	Install Electrical	25d	09/14/27	10/18/27
1018	Install Building Walls	15d	09/14/27	10/04/27
1019	Install Building Roofs	15d	10/05/27	10/25/27
1020	Install Building HVAC/Plumbing	15d	10/26/27	11/15/27
1021	Install Cranes/Hoists	5d	11/16/27	11/22/27
1022	IPS Expansion	180d	07/26/27	04/06/28
1023	Shoring Install	15d	07/26/27	08/13/27
1024	Excavate & Subgrade	15d	08/16/27	09/03/27
1025	Install Burried Piping	15d	09/07/27	09/27/27
1026	Form / Rebar / Pour Slab	10d	09/28/27	10/11/27
1027	Form / Rebar / Pour Walls	25d	12/15/27	01/20/28
1028	Form / Rebar / Pour Decks	15d	01/21/28	02/10/28
1029	Test Basins	10d	02/11/28	02/24/28
1030	Install Mechanical Piping and Equipment	20d	02/25/28	03/23/28
1031	Install Cranes/Hoists	5d	02/25/28	03/02/28
1032	Install Electrical	25d	03/03/28	04/06/28
1033	Site Utility & Grade work	180d	04/08/27	12/21/27
1034	Site Yard Piping	45d	04/08/27	06/10/27
1035	Site Electrical Ductbank Install	90d	08/09/27	12/14/27
1036	Backfill & Final Grade	25d	09/14/27	10/18/27
1037	Form & Pour Curb and Gutter	20d	10/19/27	11/15/27
1038	Asphalt Paving	10d	11/16/27	11/30/27
1039	Landscaping	15d	12/01/27	12/21/27
1040	System Start-Up & Commissioning	390d	01/14/27	07/24/28
1041	Existing Plant Modifications System Start-Up	5d	01/14/27	01/20/27
1042	System Performance Testing (Ex Plant Mods)	5d	01/14/27	01/20/27
1043	Plant Expansion System Start-Up	45d	05/19/28	07/24/28
1044	System Performance Testing	15d	05/19/28	06/09/28
1045	Full Operational Testing (Entire System)	30d	06/12/28	07/24/28
1046	Plant Expansion - Equipment Training	20d	06/12/28	07/10/28



Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

Employee Owned MGC QUALITY · PERFORMANCE · VALUE

EAGLE MOUNTAIN

AE2S

TAB 3 | COST OF WORK



EAGLE MOUNTAIN CITY
CONSTRUCTION CONTRACT

This contract and all attachments are public record.

1. **CONTRACTING PARTIES**: This contract is between Eagle Mountain City ("City") and the following:

MGC Contractors
Contractor Name

2975 W Executive Parkway Suite 120
Address

Lehi Utah 84043
City, State Zip

LEGAL STATUS OF CONTRACTOR

- ○ Sole Proprietor
- ○ Non-profit Corporation
- ◉ For-profit Corporation
- ○ Partnership
- ○ LLC

Contact Name: Mike Panter

Email: Mpanter@mgccontrators.com

Phone Number: 830-358-3412 Vendor Number: 6023019

2. **GENERAL PURPOSE OF CONTRACT OR PROJECT NAME**:
CMGC 6 MGD MBR Wastewater Expansion Pre-construction

3. **CONTRACT PERIOD**:

Effective Date: 01-06-2026 **Substantial Completion Deadline**: 9-11-2028

Project Completion Deadline: 12-31-2028

Termination Date (Completion of Scope of Work, unless terminated early or extended in accordance with the terms of conditions of this contract): 01-31-2029

4. **CONTRACT COSTS**: See Scope of Work / Cost Schedule (Attachment B).
   a. Total Contract Cost: $540,808.90 GL Account No: 52-81-52100-7306
   b. Is this project a budgeted project: ☑ Yes ☐ No Is this a fixed-price contract: ☑ Yes ☐ No
   c. Does the contract need City Council approval: ☑ Yes ☐ No Date of CC approval: _____

Eagle Mountain City Project Manager Signature: Mack Straw

Eagle Mountain City Purchasing Agent Signature: Melissa Gates

5. ATTACHMENT A: Construction Terms and Conditions
   ATTACHMENT B: RFQ / RFP
   ATTACHMENT C: Standard General Conditions

ATTACHMENT D: Supplementary Conditions
ATTACHMENT E: Agreement between Owner
ATTACHMENT F: Scope of Work / Cost Schedule
ATTACHMENT G: Insurance

ANY CONFLICTS BETWEEN ATTACHMENT A AND THE OTHER ATTACHMENTS WILL BE RESOLVED IN FAVOR OF ATTACHMENT A.

6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
   a. All other governmental laws, regulations, or actions applicable to the construction services authorized by this contract.

7. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

Dated this _____ day of _____ , 20_____ .

EAGLE MOUNTAIN CITY

_____
Signature

Print Name: _____

Title: _____

ATTEST:

_____
Gina L Olsen, CMC
City Recorder

APPROVED AS TO FORM

_____
Marcus Draper
City Attorney

Dated this _____ day of _____ , 20_____ .

CONTRACTOR

_____
Signature

Print Name: _____

Title: _____

ATTACHMENT A: CONSTRUCTION TERMS AND CONDITIONS

NOW, **THEREFORE**, in consideration of the mutual promises contained herein, and the payments to the Contractor by the City the parties hereby agree as follows:

SECTION 1. SCOPE OF WORK. The CMGC shall provide pre-construction and construction management services for the Eagle Mountain City Wastewater Treatment Facility expansion to a rated capacity of 6.0 MGD using Membrane Bioreactor technology consisting of the work described in the Request for Qualifications (RFQ) No. EMC-FY26-02 attached as Attachment D, as specifically set out in the scope of services, which is made a part hereof by reference, herein called the "Project."

The Project will be bound by the specifications referenced herein, according to the Advertisement for Bid, the Information for Bidders, the General Project Requirements and Specifications provided by City, the Bid of the Contractor, Bid Bond, Drawings, Notice of Award and Notice to Proceed, collectively referred to as the Contract Documents, all of which are incorporated herein by reference. To the extent that this Agreement conflicts in any way with a proposed form agreement which may have been submitted as part of the bid specifications, this Agreement shall control.

If any of the work performed by Contractor in any phase of the Project does not meet City standards as outlined in the bid documents and specifications, then Contractor shall immediately correct the work at no additional cost to City.

A. SUBCONTRACTORS. No part of this contract shall be subcontracted by the Contractor without prior written approval by City through the Project Manager/Engineer. The Contractor shall be fully responsible to the City for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

The Contractor shall, within ten (10) days of a submittal of request for final payment, include an affidavit showing satisfactory evidence that all claims of subcontractors, laborers, and materialmen who supplied services or materials to the Project have been fully paid, discharged, or waived. The Contractor shall submit lien waivers for each pay release.

If the City reasonably believes that Contractor has failed to pay Subcontractors, materialmen, or laborers for work on the Project within a reasonable time of when payment is due, then City may, after having notified the Contractor, either pay unpaid bills or withhold from the release of Contractor's payment bond for this Project, a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged and a ten percent (10%) fee for administering such claims.

B. STANDARDS OF WORKMANSHIP. Contractor shall demonstrate workmanship equal to or better than current industry standards for this Project. Where City specifications exist (for example: asphalt, concrete, irrigation, sprinkling system and landscaping), they shall provide the benchmark for determination of acceptability.

C. INSPECTION AND TESTING. All materials and equipment used in the construction shall be subject to inspection by the Project Manager/Engineer. If laws, ordinances, rules or regulations of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by someone other than Project Manager/Engineer, the Contractor shall give the Project Manager/Engineer timely notice of readiness. Inspections, tests or approvals by the City or appropriate authorities will not relieve the Contractor from obligations to perform the work in accordance with the requirements of the Contract Documents and/or provisions. The Project Manager/Engineer and other designated persons will at all times have access to the work. All work shall ultimately be inspected for final acceptance by the Project Manager/Engineer within a reasonable time upon receipt of notice from the Contractor that work is complete and ready for final inspection.

During construction, the work will be inspected and observed by the Project Manager/Engineer or his designated representative. All work that is deficient or does not meet specifications shall be removed and replaced with proper material at Contractor's expense.

D. WARRANTY. Contractor warrants that all materials and supplies used in the construction of the Project shall be new, except as otherwise agreed to in writing by the City's Representative. All materials, equipment, parts and labor and any necessary corrections to the Project shall be guaranteed for a period of one (1) year following the date of substantial completion of the Project under the terms of the performance bond.

SECTION 2. RECORDS ADMINISTRATION. Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by City to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, City access to all such records.

SECTION 3. INSURANCE. Unless otherwise specified in the bid documents, the Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees, or subcontractors.

Services to be provided by Contractor under this Contract are required to be covered by insurance. Contractor shall furnish to City a Certificate of Insurance applying to this Contract for each type of insurance required, to be approved by the City, before Contractor begins work under this Contract. The Contractor's insurer must be authorized to do business in Utah and must meet the specified A.M. Best rating or better at the time this contract is executed. The following insurance shall be maintained in force until all activities which are required by this Contract or as changed by contract modification are completed and accepted by City:

(a) General Liability insurance with a limit of not less than $1,000,000 per occurrence and not less than $3,000,000 aggregate and having an A.M. Best rating of A-class VIII or better. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. Consultant represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered.

(b) Commercial Automobile insurance with a minimum combined single limit of $1,000,000 per occurrence OR $500,000 liability per person, $1,000,000 per occurrence, $250,000 Property Damage, and having an A.M. Best rate of A-class VIII or better.

(c) Architect and/or Engineers Professional Liability (errors and omissions) insurance having an A.M. Best rating of A-class VIII or better, is required at the coverage amount of $1,000,000 per claim and $3,000,000 aggregate. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. Consultant represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered (on construction contracts or modifications for construction management the insurance shall remain in effect for one (1) year after completion of the project).

(d) Valuable Papers & Records Coverage and/or Electronic Data Processing (Data and Media) Coverage for the physical loss or destruction of the work product including drawings, plans, specifications and electronic data and media. Such insurance shall be of a sufficient limit to protect Consultant, its sub-consultants and City from the loss of said information.

(e) Contractor shall provide evidence that his employees and sub-consultant employees are covered by Workers Compensation. If they are covered by Workers Compensation Fund of Utah, then the A.M. Best rating is not required in this area. Workers Compensation insurance written on an occurrence basis with limits no less than one half million dollars ($500,000) combined single limit per occurrence.

(f) Contractor shall require the insurance company that issues the Certificates of Insurance for the evidence of the required insurance coverage to endeavor to provide City with 30-days written notice in the event that coverage is canceled before the policy expiration date stated in the Certificate. Consultant further agrees to provide City with 30 days written notice prior to making an alternation or material change to the required insurance coverage.

Policies referred to in 3(a) and 3(b) above are required to be endorsed, naming City as Additional Insured and, on General Liability, indicate they are primary and not contributing coverage. All required policies, endorsements, insurance companies issuing same, and self-insured programs are subject to review and approval by City. The City reserves the right to request certified copies of any required policies.

SECTION 4. CONTRACT AMOUNT, ACCEPTANCE OF WHOLE, ADDITIONS. City shall pay Contractor the total sum stated in construction contract section 4, Contract Costs, for all work and materials expended to complete this Project, which shall include the cost of all bonds, insurance, and all charges, fees, permits (including water and sewer fees, unless waived), expenses or assessments of whatever kind or character that are or may be necessary to complete this Project, including any additive alternates listed within the Scope of Work described in Attachment B, scope of work.

This Project, including the additive alternates awarded in Section 1, if any, is awarded in whole to the Contractor; the City will accept the Project in whole. However, nothing contained herein shall prevent the City from reducing the work to be done under this Agreement pursuant to Section 9 herein, nor shall anything herein be construed to require that Contractor be awarded any of the additive alternates bid by the Contractor or change order(s). The City retains the right to award any of the additive alternates or change order(s), or any part of them, to other contractors at any time, except those awarded to the Contractor in Section 1.

SECTION 5. PERMITS AND FEES. As set out in Section 4 above, the Contract Amount includes the price of all normally applicable fees and permits. The City may, at its discretion, arrange for the waiver of certain fees, permits and expenses.

SECTION 6. TERMS OF PAYMENT. The City shall pay for services provided here under according to and in an amount not to exceed that detailed in the attached payment schedule (Attachment B) and only upon Contractor's request on forms approved by and submitted to the Project Manager. The City shall make payment within thirty (30) days thereafter. Requests for a more rapid payment may be considered if a discount is offered for early payment. At no time shall the aggregate amount of money paid to the Contractor in proportion to the Contract Amount be greater than the proportion of the work performed at that point to the total Project work. No payment shall be made for any service rendered by the Contractor except for services set forth and identified in this Agreement. The City reserves the right to withhold payment in whole or part from the Contractor for non-compliance with the provisions of the Contract Documents.

A. RETAINAGE. The City may, in its sole discretion; (1) retain five percent (5%) of the value of all work done and materials or equipment supplied as part security for the fulfillment of the Agreement by the Contractor; or (2) retain the final payment of up to five percent (5%) of the total project amount. As work nears completion and solely at the City's discretion, the City may reduce the retainage to an amount more in line with the work remaining. The City reserves the right to retain all amounts previously withheld or due, including any liquidated damages, until all services specified herein are complete. Any money withheld pursuant to this section shall be placed in an interest-bearing account and the interest shall also be payable to the Contractor upon final payment.

Before final payment is made, the Contractor must submit evidence satisfactory to the City that all payrolls, material bills, subcontracts and all outstanding indebtedness in connection with the Project have been paid for.

The City may withhold a reasonable amount of the payment bond sufficient to cover any outstanding indebtedness or monies owed or claimed by any person who supplied work or materials to the Project plus ten percent (10%) of such indebtedness as the City's cost of administering such claims until Contractor supplies a release satisfactory

to the City, signed by all persons who have supplied labor or materials to the Project or, at the City's option if no claim is made, until 105 days after the date on which any person performed the last of the labor or supplied the last of the material for the Project and upon written request from the Contractor. The Contractor shall supply to the Project Manager/Engineer within a reasonable time after his request a signed statement verifying all the suppliers, subcontractors and other persons who have supplied labor or materials to the Project.

B. FINAL PAYMENT. Acceptance by the Contractor of the final payment from the City shall release the City of all claims, demands and liability of the Contractor, its officers, agents, employees and subcontractors, whether communicated or not by the Contractor, except with respect to those matters referred to in writing delivered to the Contractor and approved in writing by the Project Manager.

C. NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW. Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of City, if City reasonably determines that a change in available funds affects City's ability to pay under this Contract.

If a written notice is delivered under this section, City will reimburse Contractor for the Services properly ordered until the effective date of said notice. City will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

SECTION 7. INDEPENDENT CONTRACTOR. Contractor shall be an independent contractor, and as such, shall have no authority, express or implied to bind City to any agreement, settlement, liability or understanding whatsoever; and agrees not to perform any acts as agent for City, except as specifically authorized and set forth herein. Persons employed by City and acting under the direction of City shall not be deemed to be employees or agents of the Contractor. Compensation provided to the Contractor herein shall be the total compensation payable hereunder by City.

SECTION 8. COMPLETION TIME. The work on this Project shall commence within ten days of receipt of the Notice to Proceed and shall be completed by the date stated in construction contract, section 3. Work stoppage due to inclement weather conditions and other factors must be approved in writing by the Project Manager. Inclement weather shall not otherwise constitute cause for delay. Unless otherwise agreed by the City by Change Order, no damages shall become due to Contractor for City-caused delay. A Change Order for delay will generally be accepted for delay so excessive and unreasonable that it is beyond the scope of the Contract or delay attributed to direct, active or willful interference by the City. The Change Order must be based upon actual damages sustained by the Contractor which are directly attributed to the delay.

In the event that Contractor fails to complete all of the work required herein within the time limit set out in Attachment B, the parties agree that the failure constitutes a material breach of the Agreement. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

SECTION 9. ADDITIONAL WORK/CHANGE ORDERS. The City may enlarge or reduce the work to be performed by Contractor hereunder by written notification to Contractor, including changes to the plans and specifications. The City shall pay Contractor for any additional work so requested and shall reduce the payment to the Contractor for any reduction in labor, materials, overhead and profit margin resulting from the reduction in the work. Except as the City shall so notify the Contractor in writing, it is understood and agreed by the parties hereto that no money will be paid to the Contractor for any new or additional labor or materials furnished unless a written modification is agreed to in a document signed by both parties.

The value of any work covered by a change order or of any claim for increase or decrease in the contract price shall be determined by one or more of the following methods in order of precedence listed below:

A. An agreed lump sum; or in the event the parties cannot agree; then

B. The unit rate for the work bid by the Contractor, if applicable, or in the event there was no such rate bid; then

C. The actual cost for: (1) labor; (2) materials; (3) supplies; (4) equipment; (5) direct overhead (not to exceed 5% of the sum total of Items 1-3, unless approved by the City); and (6) other services necessary and approved by the City to complete the work. In the event of a net increase in the Contract Amount for a change order as a whole, the City shall allow a payment to the Contractor of an additional ten percent (10%) of the actual cost of the work, not including direct overhead or bond costs, to cover the cost of general overhead and profit. The Contractor may also charge the City for actual cost of the net increase in bond costs as a result of the overall change to the Contract Amount. The City specifically reserves the right to request documentation, including but not limited to payroll stubs, bond bills, and invoices, to validate the Contractor's calculations.

SECTION 10. PERFORMANCE AND PAYMENT BONDS. Contractor shall furnish to the City a payment and performance bond satisfactory to the City guaranteeing Contractor's payment and performance, in the amount, for each separately, of one hundred percent (100%) of the Contract Amount.

SECTION 11. DISPUTES. Except as otherwise provided in this Agreement, every dispute concerning a question of fact arising under this Agreement which is not settled by Agreement between the parties shall be decided by the City. The decision of the City shall be final and conclusive unless, within thirty (30) days from the date of receipt of such decision, the Contractor shall mail or otherwise furnish the City a written signed appeal addressed to the Project Manager/Engineer. In connection with any appeal proceeding under this clause, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor will proceed diligently with the performance of the contract and in accordance with the City's decision. The decision of the City shall be final and conclusive but shall not be arbitrary or unreasonable. Although this Contract has been drafted by the City, the Contractor expressly agrees that any ambiguity herein shall be resolved in favor of the City.

SECTION 12. DEFAULT, REMEDY AND TERMINATION. The City may terminate this agreement upon the occurrence of one or more of the following events:

A. If Contractor or any Subcontractor should substantially violate any of the provisions of this Agreement;

B. If Contractor substantially fails to perform any part of this Agreement;

C. If Contractor repeatedly fails or becomes unable to perform the services under this Agreement as required herein, or substantially fails to provide services under this Agreement for a period of seventy-two (72) hours;

D. If Contractor (1) shall become insolvent in a bankruptcy sense; (2) shall be generally not paying its debts as they become due, or within a reasonable time thereafter; (3) shall suffer, voluntarily or involuntarily, the entry of an order by any court or governmental authority authorizing the appointment of or appointing of a custodian (as that term is defined in 11 U.S.C. §101[10]), receiver, trustee, or other officer with similar powers with respect to it or any portion of its property which remains and is not dismissed for a period of ninety (90) days; (4) shall suffer, voluntarily or involuntarily, with or without judicial or governmental authorization, any such custodian, receiver, trustee, or other officer with similar powers to take possession of any part of its property which third party remains in possession for an excess of ninety (90) days; (5) shall suffer, voluntarily or involuntarily, the filing of a petition respecting an assignment for the benefit of creditors which is not dismissed for a period of ninety (90) days; (6) shall be dissolved; (7) shall become the subject of any proceeding, suit, or action at law or in equity under or relating to any bankruptcy, reorganization or arrangement of debt, insolvency, readjustment of debt, receivership, liquidation, or dissolution law or statute or amendments thereto to be commenced by or against it or against any of its property which remains un-dismissed for a period of ninety (90) days; (8) shall voluntarily suspend substantially all of its business operations; (9) shall be merged with, acquired by, or otherwise absorbed by any individual, corporation, or other business entity or organization of any kind except for any individual corporation or other business entity or organization which is controlled by, controlling, or under common control with the Contractor; or (10) shall take action for the purpose of any of the foregoing,

After serving ten (10) days written notice on the Contractor in compliance with Section 31 of this Agreement and its surety of its intention to terminate the services of Contractor, and if within ten (10) days after serving such notice, the violation is not corrected to City's reasonable satisfaction, the City then may take over the work and prosecute it

to completion by contract or by any other method it may deem advisable at the expense of the Contractor. The Contractor and the bonding company shall be liable to the City for any reasonable cost occasioned by the City in excess of the amount agreed for the service herein.

The Contractor shall be entitled to a hearing before a City hearing officer upon the issue of termination if it submits a written request with the City Recorder therefore within seven (7) days of the service of the notice of the City's intent to terminate. The Contractor shall be entitled to be heard at such hearing on the issue of termination. The Contractor shall not bring an action against the City, its officers, agents or employees arising out of or relating to the termination of this Agreement before the decision is issued by the City's hearing officer(s).

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement, unless stated to be such in writing, signed by the City's authorized representative.

The Contractor shall continue the performance of this agreement to the extent not terminated under the provisions of this section.

The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

SECTION 13. HOLD HARMLESS INDEMNIFICATION. The Contractor clearly and unequivocally agrees to indemnify and to hold the City and its agents, employees, and officers, harmless from and shall process and to defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Contractor's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or others; and provided further, that nothing herein shall require the Contractor to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Contractor expressly agrees that the indemnification provided herein constitutes the contractor's waiver of immunity under Utah Code Section 34A-2-105 for the purposes of this Agreement. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

SECTION 14. OWNERSHIP OF WORK PRODUCTS PROCURED OR DEVELOPED UNDER THIS CONTRACT. Unless specifically designated hereinafter or preexisting information and know-how of Contractor, City retains ownership of all materials, products, devices, equipment, facilities, data, test, results, reports, graphics, presentations, visual aids, computer elements, software (including source code), software license agreements, testing apparatus, services, etc., that are developed, procured, constructed, installed or performed under this Contract and that become an integral part of or that are intended to facilitate or enhance the use, operation, maintenance, documentation or understanding of the deliverables of this Contract.

SECTION 15. CONTROLLING LAW. These general conditions shall be construed in accordance with and enforced under the laws of the State of Utah. Any action of law, suit in equity, or judicial proceeding for the enforcement of the Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Utah County, Utah.

SECTION 16. ASSIGNMENT. The Contractor shall not assign nor transfer any interest in this agreement without the prior written consent of the City, provided however, that claims for compensation due or to become due the Contractor from the City under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment shall be promptly furnished to City.

SECTION 17. SAFETY AND TRAFFIC CONTROL. Contractor shall take all reasonable precautions to protect

the safety of pedestrians, school children, motorists, and others who may use or come near to the Project site, including but not limited to compliance with the Manual of Uniform Traffic Control Devices.

SECTION 18. SAFETY AND PROTECTION OF THE WORK. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the project work. Contractor shall provide reasonable protection to prevent damage, injury or loss to employees on the Project work and all other persons who may be affected thereby, materials and equipment, whether on or off the site, and other property at the work site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. In addition, the Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

The Contractor shall erect and maintain, as required by the existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, setting safety regulations, and notifying owners and user of adjacent utilities.

The Contractor shall promptly remedy all damage or loss to any property referred to in this Section caused in whole or in part by the Contractor, any subcontractor, sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except for acts or omissions by the City or anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable, and not attributable to the fault or negligence of the Contractor. Contractor shall remove from the site all cuttings, debris, equipment and unused material.

SECTION 19. WAIVERS. Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have. Neither Party may waive any condition or breach of any term, covenant or condition of this Agreement, except in a writing signed by the waiving Party and specifically describing the condition or breach waived. The waiver by either Party of any condition or breach of any representation, term, condition or covenant contained in this Agreement shall not be deemed to be a waiver of any other condition, representation, term or of any subsequent breach of the same or of any other term, condition or covenant of this Agreement.

SECTION 20. ENTIRE AGREEMENT. This contract represents the entire integrated agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written modification signed by both parties.

SECTION 21. COMMENCEMENT OF WORK. Contractor will commence work as required by the specifications within ten calendar days after receiving the NOTICE TO PROCEED.

SECTION 22. UTILITIES. The right is reserved to the owners of public utilities and franchises to enter upon the street or work site for the purpose of making repairs or changes of their property that may become necessary by the work. The City shall also have the privilege of entering upon the street or work site for the purpose of repairing culverts, storm drains, water system repairs or adjustments and any and all other necessary City work.

The Contractor takes the whole risk, responsibility and expense with respect to the location of utilities, and in working with utility owners about locating, moving, repairing, and modifying utilities. All utility locations shown on the plans and specifications are approximate and are marked on the plans, if at all, only for convenience. The City makes no representation about the location of any such utilities, and Contractor is encouraged to contact utility companies and owners about the location of all utilities that may be impacted by or impact the Project work.

SECTION 23. HOURS AND DAYS OF WORK. All work performed by the Contractor, its subcontractors, materialmen, agents and employees shall be performed during work hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday unless otherwise specified. When work is prohibited, no exterior construction, excavation or delivery of supplies and concrete are allowed.

SECTION 24. OBEY LAWS. Contractor shall obey all laws, ordinances and regulations of the United States, the

State of Utah, and City in performing this Agreement.

SECTION 25. NONDISCRIMINATION.

A. The City is an equal opportunity employer.

B. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Contractor shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Contractor shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

C. The Contractor will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Contractor shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

SECTION 26. THIRD PARTY RIGHTS. Nothing herein is intended to confer rights of any kind in any third party. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 27. PROJECT MANAGER/ENGINEER. The Project Manager/ Engineer for this Project is Vince Hogge, City Engineer, or such other person designated by the City to the Contractor orally or in writing.

SECTION 28. PARTIES' REPRESENTATIVES. For purposes of notice required or desired by the parties, or communication involving the services under this Agreement, such notice or communication shall be deemed to have been given when personally delivered or mailed, or sent by facsimile transmission certified mail, postage pre-paid, to the parties stated in the construction contract, section 1, contracting parties or such other person designated in writing by the Contractor's chief administrative officer, at the Contractor's address set out first above;

City: Project Manager/Engineer, at the address set out first above for the City, or when given to such other person as either of the above representatives shall designate in writing. The designation of any address may be changed by notice given in the same manner as provided in this paragraph.

SECTION 29. SEVERABILITY. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. If any provision of this Agreement is held invalid or unenforceable with respect to particular circumstances, such provision shall nevertheless remain in full force and effect in all other circumstances.

SECTION 30. DISPUTE RESOLUTION. The parties agree to attempt in good faith to resolve all disputes arising between them first through expedited mediation (not to exceed seven business days from the receipt by a party of a notice of request for mediation) and, if mediation is not successful, through negotiated settlement or court action. In the event that the actions of one party will cause or are causing the other immediate irreparable injury requiring

temporary injunctive relief and the acting party is unwilling to suspend its planned or existing activity to allow for expedited mediation, the aggrieved party may file suit and seek such temporary injunctive relief in a court with jurisdiction over the subject matter of the dispute. Dispute resolution under this section shall be initiated by service by one party upon the other of a written notice and request to mediate, identifying the subject matter of the dispute and the nature of the relief sought. Unless otherwise agreed in writing at the time of mediation, mediation shall be conducted through and under the mediation rules of the American Arbitration Association.

The parties agree to submit all disputes not resolved by mediation to binding arbitration under the construction industry arbitration rules of the American Arbitration Association and the Utah Uniform Arbitration Act.

SECTION 31. NOTICES. Whenever any notice is required or permitted under this Agreement, it shall be in writing and shall be delivered personally, with acknowledgment of receipt being obtained by the delivering Party, or by U.S. Certified Mail, return receipt requested, or by overnight delivery service by a reliable company, such as Federal Express or United Parcel Service, or by electronic mail as set forth below. Until further notification by written notice in the manner required by this Section 31 notices to the Parties shall be delivered as follows:

If to the City:

Eagle Mountain
Attn: City Recorder
1650 E. Stagecoach Run
Eagle Mountain, UT 84005
recorder@eaglemountain.gov

If to the Contractor:

A Notice of Change of Address may be delivered to the other Party in the same manner as any other notice under this Section.

SECTION 32. COUNTERPARTS. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A scanned or photocopy signature on this Agreement, any amendment hereto, any non-recorded closing document, or any notice delivered hereunder shall have the same legal effect as an original signature.

SECTION 33. PUBLIC INFORMATION. Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives City express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. City is not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

ATTACHMENT C: GUIDELINES FOR USE OF EJCDC® STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION MANAGER AT RISK CONTRACT

1.0 PURPOSE AND INTENDED USE OF THE DOCUMENT

EJCDC® CMAR-700, Standard General Conditions of the Construction Manager at Risk Contract (2023), is the foundation document for the EJCDC Construction Manager at Risk Series. The General Conditions define the basic rights, responsibilities, risk allocations, and contractual relationship of the Owner and Construction Manager at Risk (CMAR) and establish how the Contract is to be administered.

The Contract between Owner and CMAR is fundamentally a construction contract; however, in addition to its construction obligations the CMAR also is responsible for providing specified Preconstruction Services, for example, providing information regarding constructability to the Engineer during the design phase and Procurement Services which include identifying qualified Subcontractors, and bringing them under contract. These CMAR Services are described and addressed in the Agreement between Owner and Construction Manager, CMAR-525. The General Conditions contain many construction-specific provisions (for example, the differing site conditions clauses) but also contain general clauses that are applicable to the CMAR Services as well as to construction (for example, the indemnification clause).

CMAR-700 is based on and organized in the same manner as EJCDC C-700, Standard General Conditions of the Construction Contract (2018). Users familiar with C-700 will find that the substance, wording, and risk allocations of that document are carried over into CMAR-700 whenever appropriate. The distinctions between the two documents most often involve procedural matters, such as the payment application process in Article 15 (for example, in C-700, applications for payment are submitted to the Engineer; in CMAR-700, such applications are submitted to the Owner's Advisor).

2.0 OTHER DOCUMENTS

EJCDC documents are intended to be used as a system and changes in one EJCDC document may require a corresponding change in other documents. Other EJCDC documents may also serve as a reference to provide insight or guidance for the preparation of this document.

These General Conditions have been prepared for use with EJCDC® CMAR-525, Agreement Between Owner and Construction Manager at Risk (2023). The provisions of the General Conditions and the Agreement are interrelated, and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC® CMAR-800, Supplementary Conditions of the Construction Contract – Construction Manager at Risk Series (2023).

The full EJCDC Construction series of documents is discussed in the EJCDC® CMAR-001, Commentary on the 2023 EJCDC Construction Management Documents scheduled for publication in 2023.

3.0 ORGANIZATION OF INFORMATION

All parties involved in a construction project benefit significantly from a standardized approach in the location of subject matter throughout the documents. Experience confirms the danger of addressing the same subject matter in more than one location; doing so frequently leads to conflicting requirements,

confusion, and unanticipated legal consequences. Careful attention should be given to the guidance provided in EJCDC® N 122/AIA® A521™, Uniform Location of Subject Matter, when preparing construction documents. EJCDC® N 122/AIA® A521™, is available at no charge from the EJCDC website, www.ejcdc.org, and from the websites of EJCDC's sponsoring organizations.

In addition, the current editions of MasterFormat and SectionFormat, published by the Construction Specifications Institute, provide useful guidance on the location of information and requirements in construction documents.

4.0 EDITING THIS DOCUMENT

Remove these Guidelines for Use. Some users may also prefer to remove the two cover pages.

Although it is permissible to revise the Standard EJCDC Text of CMAR-700 (the content beginning at Page 1 and continuing to the end), it is common practice to leave the Standard EJCDC Text of CMAR-700 intact and unaltered, with modifications and supplementation of CMAR-700's provisions set forth in EJCDC® CMAR-800, Supplementary Conditions of the Construction Contract – Construction Manager at Risk Series (2023). If the Standard Text itself is revised, the user must comply with the terms of the License Agreement, Paragraph 4.0, Document-Specific Provisions, concerning the tracking or highlighting of revisions. The following is a summary of the relevant License Agreement provisions:

1. The term "Standard EJCDC Text" for CMAR-700 refers to all text prepared by EJCDC in the main body of the document. Document covers, logos, footers, instructions, or copyright notices are not Standard EJCDC Text for this purpose.
2. During the drafting or negotiating process for CMAR-700, it is important that the two contracting parties are both aware of any changes that have been made to the Standard EJCDC Text. Thus, if a draft or version of CMAR-700 purports to be or appears to be an EJCDC document, the user must plainly show all changes to the Standard EJCDC Text, using "Track Changes" (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.
3. If CMAR-700 has been revised or altered and is subsequently presented to third parties, such as potential bidders, grant agencies, lenders, or sureties, as an EJCDC document, then the changes to the Standard EJCDC Text must be shown, or the third parties must receive access to a version that shows the changes.
4. Once the document is ready to be finalized and, if applicable, executed by the contracting parties, it is no longer necessary to continue to show changes to the Standard EJCDC Text. The user may produce a final version of the document in a format in which all changes are accepted, and the document at that point does not need to include any "Track Changes," redline/strikeout, highlighting, or other indication of additions and deletions to the Standard EJCDC Text.

5.0 LICENSE AGREEMENT

This document is subject to the terms and conditions of the **License Agreement, 2023 EJCDC® Construction Manager at Risk Series Documents**. A copy of the License Agreement was furnished at the time of purchase of this document and is available for review at www.ejcdc.org and the websites of EJCDC's sponsoring organizations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION MANAGER AT RISK CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION MANAGER AT RISK CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

A. Wherever used in the Proposal Documents or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and Paragraphs, and the titles of other documents or forms.

1. Addenda—Written or graphic instruments issued prior to the receipt of Proposals by the Owner which clarify, correct, or change the Proposal Documents or the proposed Contract Documents.

2. Agreement—The written instrument, including its attached exhibits, executed by Owner and Construction Manager at Risk, that sets forth the Contract Price and Contract Times, identifies the Owner, Construction Manager at Risk, Owner's Advisor, and Engineer, and designates the specific items that are Contract Documents.

3. Application for Payment—The document prepared by Construction Manager at Risk, in a form acceptable to Owner's Advisor, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. Change Order—A document which is signed by Construction Manager at Risk and Owner after the Effective Date of a governing Work Authorization and authorizes an addition, deletion, or revision in the authorized Work, an adjustment in the applicable incremental Guaranteed Maximum Price or Contract Times, or other revision to such Work Authorization.

5. Change Proposal—A written request by Construction Manager at Risk, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Guaranteed Maximum Price or Contract Times; contesting a decision by Owner's Advisor, in consultation with Engineer, concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

6. Claim

a. A demand or assertion by Owner directly to Construction Manager at Risk, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting a decision rendered by Owner's Advisor, in consultation with Engineer, concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents, or regarding a Change Proposal; or seeking other relief with respect to the terms of the Contract.

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b. A demand or assertion by Construction Manager at Risk directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Owner's Advisor's decision, made in consultation with Engineer, regarding a Change Proposal.

c. A demand or assertion by Owner or Construction Manager at Risk, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.3, concerning disputes arising after Owner's Advisor has issued a recommendation of final payment.

d. A demand for money or services by a third party is not a Claim.

7. CMAR Contingency Allowance—An allowance used to reimburse CMAR for costs due to unforeseen causes, unintentional errors, or events which cannot specifically be anticipated at the time Work Authorizations are issued, as set forth in the Agreement, Article 8.

8. CMAR Fee—The component of the Guaranteed Maximum Price that supplements the CMAR's compensation for the Cost of the Work, consisting of either a fixed fee (a stipulated price or lump sum amount) or a percentage of the Cost of the Work, as set forth in the Agreement.

9. CMAR Services—Those specific planning, organizational, and advisory services to be performed or furnished by CMAR, consisting collectively of Preconstruction Services, Procurement Services, and any other services authorized by Owner's Advisor and expressly identified in such authorization as CMAR Services. CMAR Services are not part of the Work.

10. Constituent of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

11. Construction Manager at Risk (CMAR)—The entity that has entered into the Contract with Owner. Under the Contract the CMAR will provide CMAR Services and construct the Work set out in the Drawings and Specifications, as duly authorized, using the Construction Manager at Risk project delivery method.

12. Construction Period—The period from the commencement of Work on the first Work Authorization until Substantial Completion of the Work. This is the number of days for which Construction Support Costs will be compensated.

13. Construction Support Costs—See Agreement, Article 5.

14. Contract—The entire and integrated written agreement between Owner and Construction Manager at Risk concerning the CMAR Services and the Work.

15. Contract Amendment—A document signed by Owner and Construction Manager at Risk which modifies the terms and conditions of the Contract, including but not limited to modifications of the time or compensation provisions of the Agreement and the scope of CMAR Services. A Contract Amendment is not used to make changes in the Work or

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to a Work Authorization, such changes properly being made in a Change Order or supplemental Work Authorization.

16. Contract Documents—Those items so designated in the Agreement, and which together comprise the Contract.

17. Contract Price—The money that Owner has agreed to pay Construction Manager at Risk for performance and completion of the CMAR Services and the Work, in accordance with the Contract Documents. The Contract Price may be subdivided into component parts based on authorized CMAR Services and Work Authorizations. The Contract Price includes the CMAR's compensation for CMAR Services, Construction Support Costs, Cost of the Work, the CMAR Fee, CMAR Contingency Allowances, and the Owner's Contingency Allowance.

18. Contract Times—The number of days or the dates by which Construction Manager at Risk shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work and all required services. The Contract Times may be subdivided into component parts based on Work Authorizations and authorized CMAR Services.

19. Contractor—The term "Contractor," if used in the Contract, means Construction Manager at Risk.

20. Cost of the Work—The sum of eligible costs incurred by CMAR for the performance of the Work, as allowed by the Cost of the Work provisions set forth in the Agreement. Cost of the Work as a defined term does not include Construction Support Costs.

21. Drawings—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Construction Manager at Risk.

22. Effective Date of the Contract—The date indicated in the Agreement, on which the Contract becomes effective.

23. Electronic Document—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

24. Electronic Means—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

25. Engineer—The individual or entity that has primary responsibility for preparing or furnishing the Drawings and Specifications and is named as Engineer in the Agreement.

26. Estimated Cost of the Work—An estimate of the Cost of the Work prepared by the Owner for use (a) during the CMAR selection process in evaluating Proposals submitted in response to the Request for Proposals and (b) during the early stages of the Contract in calculating an Estimated Guaranteed Maximum Price until the design has progressed

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to the point where Owner and CMAR can mutually agree upon a Guaranteed Maximum Price.

27. Estimated Guaranteed Maximum Price—A preliminary Guaranteed Maximum Price calculated on the basis of the Estimated Cost of the Work. This is a non-binding price used on an interim basis for comparison or estimation of Owner's Construction Budget until the design has progressed to the point that a Guaranteed Maximum Price for the Work is established, or a Guaranteed Maximum Price for a portion of the Work is established by issuance of a Work Authorization by the Owner's Advisor.

28. Field Order—A written order issued by Owner's Advisor which requires minor changes in the Work but does not change the Guaranteed Maximum Price or the Contract Times.

29. Final Completion—The point at which the Work is complete in accordance with the Contract Documents, items and documents required by the Contract Documents have been accepted by the Owner, all required services have been completed, and the Contract is ready for final payment.

30. Guaranteed Maximum Price (GMP)—The maximum amount to be paid by Owner to CMAR for the sum of the Construction Support Costs, plus Cost of the Work, plus the CMAR Fee, all as set forth in the Agreement.

31. Hazardous Environmental Condition—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

32. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

33. Liens—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

34. Milestone—A principal event in the performance of the Work that the Contract requires Construction Manager at Risk to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

35. Notice of Award—The written notice by Owner stating that Owner will enter into the Construction Manager at Risk contract with the selected Construction Manager at Risk.

36. Owner—The entity with which Construction Manager at Risk has contracted regarding the CMAR Services and the Work, and which has agreed to pay Construction Manager

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at Risk for the performance of the CMAR Services and the Work, pursuant to the terms of the Contract.

37. Owner's Advisor (OA)—The individual or entity named as Owner's Advisor in the Agreement. The Owner's Advisor provides services to the Owner, as an advisor and representative.

38. Owner's Construction Budget (Budget)—The amount budgeted by the Owner to pay CMAR to perform and complete the Work in accordance with the Contract Documents. This amount includes compensation for Cost of the Work, the CMAR Fee, and Construction Support Costs, but does not include compensation for CMAR Services.

39. Owner's Project Team (OPT)—As used in this Contract, refers to Owner, Owner's Advisor and Engineer, collectively.

40. Preconstruction Services—Those planning, management, and support services to be performed or furnished by CMAR as set forth in the Scope of CMAR Preconstruction Services Exhibit to the Agreement. Preconstruction Services are separate and distinct from Procurement Services, and from the performance of the Work itself, and are a component of CMAR Services.

41. Preconstruction Services Price—The total amount to be paid to CMAR for the Preconstruction Services described in the Scope of CMAR Preconstruction Services Exhibit to the Agreement.

42. Procurement Services—Those services relating to assembling Work Packages and procurement of construction Subcontractors, Suppliers, and materials and equipment, to be performed or furnished by CMAR as set forth in the procurement-related provisions of the Scope of CMAR Services Exhibit to the Agreement. Procurement Services are separate and distinct from Preconstruction Services, and from the performance of the Work itself, and are a component of CMAR Services.

43. Procurement Services Price—The total amount to be paid to CMAR for providing the Procurement Services described in the Scope of CMAR Procurement Services Exhibit to the Agreement.

44. Progress Schedule—A schedule, prepared and maintained by Construction Manager at Risk, describing the sequence and duration of the activities comprising Construction Manager at Risk's plan to accomplish the Work within the Contract Times.

45. Project—The total undertaking to be accomplished for Owner by construction managers, engineers, contractors, advisors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the CMAR Services and the Work to be performed under the Contract are a part.

46. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

47. Schedule of Submittals—A schedule, prepared and maintained by Construction Manager at Risk, of required Submittals and the time requirements for review of the Submittals.

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48. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Construction Manager at Risk and submitted by Construction Manager at Risk to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

49. Site—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Construction Manager at Risk.

50. Specifications—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

51. Subcontractor—An individual or entity having a direct contract with Construction Manager at Risk or with any other Subcontractor for the performance of a part of the Work.

52. Submittal—A written or graphic document, prepared by or for Construction Manager at Risk, which the Contract Documents require Construction Manager at Risk to submit to Owner's Advisor, or that is indicated as a Submittal in the Schedule of Submittals accepted by Owner's Advisor. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether approved or accepted by Owner's Advisor or Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

53. Substantial Completion—The time at which the Work, or a specified part thereof, has progressed to the point where, the Work, or the specified part thereof, is sufficiently complete, in accordance with the Contract Documents, so that the Work, or the specified part thereof, can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

54. Supplementary Conditions—The part of the Contract that amends or supplements these General Conditions.

55. Supplier—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Construction Manager at Risk or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Construction Manager at Risk or a Subcontractor.

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56. Technical Data

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures, except Underground Facilities, or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Construction Manager at Risk.

    c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated in the Drawings.

57. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

58. Unit Price Work—Work to be paid for based on unit prices.

59. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

60. Work Authorization—A document issued by Owner's Advisor and signed by Owner and CMAR which identifies and defines new Work Packages and establishes the amount to be paid, times for completion, and any special or supplementary provisions applicable to the authorized Work.

61. Work Package–A specific portion of the Work developed by Engineer and Owner's Advisor in collaboration with the CMAR and subsequently authorized by a Work Authorization.

62. Work Change Directive—A written directive issued by Owner's Advisor to Construction Manager at Risk on or after the Effective Date of a governing Work Authorization, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

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1.02 Terminology

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Proposal Documents or Contract Documents, have the indicated meaning.

B. Intent of Certain Terms or Adjectives–The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Owner's Advisor or Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Owner's Advisor or Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents, unless there is a specific statement indicating otherwise. The use of any such term or adjective is not intended to and will not be effective to assign to Owner's Advisor or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. Day–The word "day" means a period of 24 hours measured from midnight to the next midnight.

D. Defective–The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Owner's Advisor's recommendation of final payment unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.04 or Paragraph 15.05.

E. Furnish, Install, Perform, Provide

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site, or some other specified location ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for their intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for their intended use.

4. If the Contract Documents establish an obligation of CMAR with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then CMAR shall furnish and install said services, materials, or equipment complete and ready for their intended use.

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F. Contract Price or Contract Times–References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance

A. Performance and Payment Bonds–When CMAR delivers the signed counterparts of a Work Authorization to Owner, CMAR shall also deliver to Owner the performance bond and payment bond, if the Contract requires CMAR to furnish such bonds, or confirm that existing performance and payment bonds have been supplemented to account for the additional authorized Work.

B. Evidence of CMAR's Insurance–When CMAR delivers the signed counterparts of the Agreement to Owner, CMAR shall also deliver to Owner, with copies to each additional insured, as identified in the Contract, the certificates, endorsements, and other evidence of insurance required to be provided by CMAR in accordance with Article 6, except to the extent the Supplementary Conditions or Agreement expressly establish other dates for delivery of specific insurance policies.

C. Evidence of Owner's Insurance–After receipt of the signed counterparts of the Agreement and all required insurance documentation, Owner shall promptly deliver to CMAR, with copies to each additional insured, as identified in the Contract, the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 Copies of Documents

A. Owner shall furnish to CMAR ~~four printed copies of the Contract, including~~ one fully signed counterpart of the Agreement~~,~~ and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to CMAR for review. Owner may delegate the responsibilities under this provision to Owner's Advisor.

2.03 Electronic Transmittals

A. Except as otherwise stated elsewhere in the Contract, the Owner, Owner's Advisor, Engineer, and CMAR may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Owner's Advisor, and CMAR shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-

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term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

2.04 Construction Management

A. In addition to providing CMAR Services, during the course of the Contract, and especially during the performance of the Work, CMAR will:

1. Organize and manage the resources required for construction of the Work, commissioning, and correction of defective Work after Substantial Completion of the Work.

2. Administer, coordinate, monitor, and report on construction progress and associated activities.

3. Assist the Owner's Advisor in collecting, disseminating, and storing documents and information.

4. Manage the Work to meet Contract goals and objectives.

5. Recommend action to the Owner related to the management of the Work.

6. Develop schedule and cost control systems to monitor and report on the progress of the overall Contract.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project, or part thereof, to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents, including any printed copies derived from such electronic versions, and the printed record version, the printed record version will govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Owner's Advisor, in consultation with Engineer, will issue clarifications and interpretations of the Contract Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and CMAR, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner, Owner's Advisor, or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner, Owner's Advisor, or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 Reference Standards

A. Standards, Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of receipt of Proposals, except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, CMAR, Owner's Advisor, or Engineer from those set forth in the Contract Documents. No such provision or instruction will be effective to assign to Owner, Owner's Advisor, or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies

1. CMAR's Verification of Figures and Field Measurements–Before undertaking each part of the Work, CMAR shall carefully study the applicable Drawings and Specifications, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. CMAR shall promptly report in writing to Owner's Advisor any conflict, error, ambiguity, or discrepancy that CMAR discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Owner's Advisor, in consultation with Engineer, and, if appropriate, an amendment or supplement to the Contract is issued by Owner's Advisor pursuant to Paragraph 11.01.

2. CMAR's Review of Drawings and Specifications–If, while performing or providing CMAR Services, or during the performance of the Work, CMAR discovers any conflict, error, ambiguity, or discrepancy within the Drawings and Specifications, whether in draft or final form, or between such documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then CMAR shall promptly report it to Owner's Advisor in writing. CMAR shall not proceed with the Work affected thereby, except in an emergency as required by Paragraph 7.18, until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Owner's

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Advisor, in consultation with Engineer, and, if appropriate, an amendment or supplement to the Contract is issued by Owner's Advisor pursuant to Paragraph 11.01.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Drawings and Specifications take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Drawings and Specifications and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier, whether or not specifically incorporated by reference as a Contract Document; or

b. the provisions of any Laws or Regulations applicable to the performance of the Work, unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation.

3.04 Interpretation of the Contract Documents

A. During the performance of the Work and until final payment, CMAR and Owner shall submit to the Owner's Advisor in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation) or relating to the performance or acceptability of the Work under the Contract Documents, as soon as possible after such matters arise.

B. Owner's Advisor will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, and if appropriate initiate a change to the Contract Documents. In determining its response, Owner's Advisor will consider CMAR's prior involvement and obligations with respect to reviewing and commenting on draft design documents during CMAR's provision of CMAR Services. Owner's Advisor's written clarification, interpretation, or decision (1) will be based, when applicable, on consultation with Engineer, and (2) will be final and binding on CMAR, unless CMAR appeals by submitting a Change Proposal, and on Owner, unless Owner appeals by filing a Claim.

3.05 Reuse of Documents

A. CMAR and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents, or copies of any thereof, prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes CMAR from retaining copies of the Contract Documents for record purposes.

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ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the Effective Date of the Contract, or as specified in Work Authorizations.

4.02 Starting the Work

A. CMAR shall start to perform the Work promptly upon receipt of the first Work Authorization. No Work may be done at the Site prior to such authorization.

4.03 Reference Points

A. Owner shall provide engineering surveys to establish reference points for construction. CMAR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. CMAR shall report to Owner's Advisor whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and CMAR shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 Progress Schedule

A. CMAR shall adhere to the Progress Schedule established as part of Preconstruction Services, as it may be adjusted from time to time as provided below.

1. CMAR shall submit to Owner's Advisor for its information proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. CMAR shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and CMAR may otherwise agree in writing.

4.05 Delays in CMAR's Progress

A. If Owner, Owner's Advisor, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then CMAR shall be entitled to an equitable adjustment in Guaranteed Maximum Price or Contract Times.

B. CMAR shall not be entitled to an adjustment in Guaranteed Maximum Price or Contract Times for delay, disruption, or interference caused by or within the control of CMAR. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier will be deemed to be within the control of CMAR.

C. If CMAR's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, CMAR, and those for which they are responsible, then CMAR shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be CMAR's sole and exclusive remedy for the delays, disruption, and interference described in this Paragraph. Causes of delay, disruption, or interference that

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may give rise to an adjustment in Contract Times under this Paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
2. Abnormal weather conditions;
3. Acts or failures to act of third-party utility owners or other third-party entities, other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8; and
4. Acts of war or terrorism.

D. CMAR's entitlement to an adjustment of Contract Times or Guaranteed Maximum Price is limited as follows:

1. CMAR's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
2. CMAR shall not be entitled to an adjustment in Guaranteed Maximum Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of CMAR. Such a concurrent delay by CMAR shall not preclude an adjustment of Contract Times to which CMAR is otherwise entitled.
3. Adjustments of Contract Times or Guaranteed Maximum Price are subject to the provisions of Article 11.

E. Each CMAR request or Change Proposal seeking an increase in Contract Times or Guaranteed Maximum Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;
2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
4. The number of days' increase in Contract Times claimed because of each such cause of delay, disruption, or interference; and
5. The impact on Guaranteed Maximum Price, in accordance with the provisions of Paragraph 11.07.

CMAR shall also furnish such additional supporting documentation as Owner or Owner's Advisor may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with

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reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

A. Owner shall furnish the Site. Owner shall notify CMAR in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CMAR must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish CMAR with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CMAR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

1. CMAR shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that CMAR has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. CMAR shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for CMAR's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the CMAR or those for which CMAR is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the CMAR or those for which CMAR is responsible, CMAR shall (a) take immediate corrective or remedial action as required by Paragraph 7.18, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner, Owner's Advisor, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against

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all costs, losses, and damages, including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Owner's Advisor, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, CMAR's performance of the Work, or because of other actions or conduct of the CMAR or those for which CMAR is responsible.

B. Removal of Debris During Performance of the Work–During the progress of the Work the CMAR shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. Cleaning—Prior to Substantial Completion of the Work CMAR shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work CMAR shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. Loading of Structures—CMAR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CMAR subject any part of the Work or adjacent structures or land to stresses or pressures that could damage said structures or decrease their durability.

5.03 Subsurface and Physical Conditions

A. Reports and Drawings—The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site, except Underground Facilities, that contain Technical Data; and

3. Technical Data described in such reports and drawings.

B. Underground Facilities—Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. Reliance by CMAR on Technical Data—CMAR may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then CMAR may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.55.b.

D. Limitations of Other Data and Documents—Except for such reliance on Technical Data, CMAR may not rely upon or make any claim against Owner, Owner's Advisor, or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

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1. the completeness of such reports and drawings for CMAR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CMAR, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to CMAR, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any CMAR interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

E. Confirmation of Site Conditions—As a part of Preconstruction Services CMAR will inform Owner if CMAR concludes that additional examination, investigation, exploration, testing, or study (Supplemental Investigations) of subsurface or physical conditions at the Site prior to commencement of construction would be advantageous, practical, and cost-effective, specifically identifying the nature and scope of any such recommended Supplemental Investigations. If Owner authorizes CMAR to conduct such Supplemental Investigations, through CMAR's own personnel or through a qualified consultant, or if Owner conducts such Supplemental Investigations, through Owner's Advisor, the Engineer, or a consultant, then CMAR will be entitled to rely on the results of the Supplemental Investigations, together with the Technical Data cited above, in planning and pricing construction at the Site.

F. If Owner does not authorize any Supplemental Investigations of Site conditions, then CMAR will proceed with planning and pricing construction based on the Technical Data made available to it.

G. CMAR will be bound by any additional knowledge regarding Site conditions that CMAR gains while providing Preconstruction services.

5.04 Differing Subsurface or Physical Conditions

A. Notice by CMAR–If CMAR believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data or Supplemental Investigations results on which CMAR is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;

2. is of such a nature as to require a change in the Drawings or Specifications;

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then CMAR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith, except in an emergency as required by Paragraph 7.18, notify Owner's Advisor in writing about such condition. CMAR shall not further disturb such condition or perform any Work in connection

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therewith, except with respect to an emergency, until receipt of a written statement permitting CMAR to do so.

B. Owner's Advisor's Review–After receipt of written notice as required by the preceding paragraph, Owner's Advisor, in consultation with Engineer, will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from CMAR; prepare recommendations to Owner regarding the CMAR's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Owner's Advisor's findings, conclusions, and recommendations.

C. Owner's Statement to CMAR Regarding Site Condition–After receipt of Owner's response and instructions regarding Owner's Advisor's written findings, conclusions, and recommendations, Owner's Advisor will issue a written statement to CMAR regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and informing CMAR of Owner's Advisor's written findings, conclusions, and recommendations, as revised based on Owner's response and instructions.

D. Early Resumption of Work–If at any time Owner's Advisor, in consultation with Engineer, determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Owner's Advisor's review or Owner's Advisor's issuance of its statement to CMAR, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then Owner's Advisor may instruct CMAR to resume such Work.

E. Possible Price and Times Adjustments

1. CMAR shall be entitled to an equitable adjustment in Guaranteed Maximum Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in CMAR's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

    b. With respect to Work that is paid for on a unit price basis, any adjustment in Guaranteed Maximum Price will be subject to the provisions of Paragraph 13.02; and

    c. CMAR's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. CMAR shall not be entitled to any adjustment in the Guaranteed Maximum Price or Contract Times with respect to a subsurface or physical condition if:

    a. CMAR knew of the existence of such condition at the time CMAR made a commitment to Owner with respect to Guaranteed Maximum Price and Contract Times through a Work Authorization;

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b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Proposal Documents or Contract Documents to be conducted by or for CMAR prior to CMAR's making such commitment;

c. The existence of such condition reasonably could have been discovered or revealed as a result of practical and cost-effective Supplemental Investigations, as defined in Paragraph 5.03.E, but CMAR did not recommend any such Supplemental Investigations to Owner; or

d. CMAR failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and CMAR agree regarding CMAR's entitlement to and the amount or extent of any adjustment in the Guaranteed Maximum Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. CMAR may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Guaranteed Maximum Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to CMAR regarding the subsurface or physical condition in question.

F. Underground Facilities; Hazardous Environmental Conditions–Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 Underground Facilities

A. CMAR's Responsibilities–Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all the following is included in the Guaranteed Maximum Price, and CMAR shall have full responsibility for:

1. collaborating with Engineer during the design phase, as part of Preconstruction Services, to improve the accuracy and completeness of information regarding Underground Facilities that Engineer gathers and depicts in the final Contract Documents;

2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities prior to construction;

4. coordination of the Work with the owners, including Owner, of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site and repairing any damage thereto resulting from the Work.

B. Notice by CMAR–If CMAR believes that an Underground Facility that is uncovered or revealed at the Site during construction was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then CMAR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or

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performing any Work in connection therewith, except in an emergency as required by Paragraph 7.18, notify Owner and Owner's Advisor in writing regarding such Underground Facility.

C. Owner's Advisor's Review

1. Owner's Advisor will:

a. promptly review the Underground Facility in consultation with Engineer, and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

b. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner, and if necessary, issue any preliminary instructions to CMAR regarding the CMAR's resumption of Work in connection with the Underground Facility in question;

c. obtain any pertinent cost or schedule information from CMAR; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

d. advise Owner and Engineer in writing of Owner's Advisor's findings, conclusions, and recommendations.

During such time, CMAR shall be responsible for the safety and protection of such Underground Facility.

D. Owner's Advisor's Statement to CMAR Regarding Underground Facility–After receipt of Owner's response to and recommendations regarding Owner's Advisor's written findings, conclusions, and recommendations, Owner's Advisor will issue a written statement to CMAR regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and informing CMAR of Owner's Advisor's written findings, conclusions, and recommendations, as revised based on Owner's response and instructions.

E. Early Resumption of Work–If at any time Owner's Advisor, in consultation with Engineer, determines that Work in connection with the Underground Facility may resume prior to completion of Owner's Advisor's review or Owner's Advisor's issuance of its statement to CMAR, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then Owner's Advisor may instruct CMAR to resume such Work.

F. Possible Price and Times Adjustments

1. CMAR shall be entitled to an equitable adjustment in the Guaranteed Maximum Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in CMAR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. With respect to Work that is paid for on a unit price basis, any adjustment in Guaranteed Maximum Price will be subject to the provisions of Paragraph 13.02;

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b. CMAR's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

c. CMAR gave the notice required in Paragraph 5.05.B.

2. If Owner and CMAR agree regarding CMAR's entitlement to and the amount or extent of any adjustment in the Guaranteed Maximum Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. CMAR may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Guaranteed Maximum Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to CMAR regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE Manual 38, Standard Guideline for Investigating and Documenting Existing Utilities, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, CMAR's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 Hazardous Environmental Conditions at Site

A. Reports and Drawings–The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

3. Technical Data described in such reports and drawings.

B. Reliance by CMAR on Technical Data Authorized–CMAR may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then CMAR may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.55.b. Except for such reliance on Technical Data, CMAR may not rely upon or make any claim against Owner, Owner's Advisor, or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for CMAR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CMAR, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CMAR interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

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C. CMAR shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. CMAR shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by CMAR, Subcontractors, Suppliers, or anyone else for whom CMAR is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If CMAR encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if CMAR or anyone for whom CMAR is responsible creates a Hazardous Environmental Condition, then CMAR shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby, except in an emergency as required by Paragraph 7.18; and (3) notify Owner, Owner's Advisor, and Engineer, and promptly thereafter confirm such notice in writing. Owner shall promptly consult with Owner's Advisor and Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Owner's Advisor and Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide CMAR with the written notice required by Paragraph 5.06.E. If CMAR or anyone for whom CMAR is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition and impose a set-off against payments to account for the associated costs.

F. CMAR shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to CMAR either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and CMAR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Guaranteed Maximum Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by CMAR, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, CMAR may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, CMAR does not agree to resume such Work based on a reasonable belief it is unsafe or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless CMAR, Subcontractors, Owner's Advisor, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of

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them, from and against all claims, costs, losses, and damages, including but not limited to all fees and charges of construction managers, engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs, arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by CMAR or by anyone for whom CMAR is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, CMAR shall indemnify and hold harmless Owner, Owner's Advisor, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages, including but not limited to all fees and charges of construction managers engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by CMAR or by anyone for whom CMAR is responsible, or to a Hazardous Environmental Condition created by CMAR or by anyone for whom CMAR is responsible. Nothing in this Paragraph 5.06.J obligates CMAR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

A. No later than the execution of the first Work Authorization the CMAR shall furnish a performance bond and a payment bond, each in an amount at least equal to the Guaranteed Maximum Price, as security for the faithful performance and payment of CMAR's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment on the Contract becomes due or until completion of the correction period for the Contract specified in Paragraph 15.09, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract. The premium costs of such bonds are:

1. included in Construction Support Cost if purchased for the Work based on the Estimated Guaranteed Maximum Price established with the Agreement; or

2. a reimbursable Cost of the Work if the bonds are purchased with the first Work Authorization and increased as subsequent Work Authorizations are approved.

B. CMAR shall also furnish such other bonds, if any, as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Contract Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding

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Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570, as amended and supplemented by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. CMAR shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by CMAR is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then CMAR shall promptly notify Owner and Owner's Advisor in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If CMAR has failed to obtain a required bond, Owner may exclude the CMAR from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to CMAR from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, CMAR shall provide a copy of the payment bond to such person or entity.

I. Performance Bonds required of certain Subcontractors and Suppliers—see Paragraph 7.10.O.

6.02 Insurance—General Provisions

A. Owner and CMAR shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or CMAR shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract must have an A.M. Best Financial Strength Rating of A- or better, and an A.M. Best Financial Size Category of VII or larger.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not adequate to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. CMAR shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that CMAR has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, CMAR shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-

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insured retentions, if allowed, and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, CMAR, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to CMAR, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract, if any. Upon request by CMAR or any other insured, Owner shall also provide other evidence of such required insurance, if any, including but not limited to copies of policies, documentation of applicable self-insured retentions, if allowed, and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. Failure of Owner or CMAR to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or CMAR to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain, and maintain such insurance.

G. In addition to the liability insurance required to be provided by CMAR, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by CMAR, and CMAR cannot rely upon Owner's liability policies for any of CMAR's obligations to the Owner, Owner's Advisor, Engineer, or third parties.

H. CMAR shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner, Owner's Advisor and Engineer, and any other individuals or entities identified in the Supplementary Conditions as additional insureds on CMAR's liability policies, on each Subcontractor's commercial general liability policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any cancellation of the required coverage.

J. If CMAR has failed to obtain and maintain required insurance, CMAR's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs, including but not limited to the cost of purchasing necessary insurance coverage, and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect, but is in no way obligated, to obtain equivalent

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insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect CMAR or CMAR's interests. CMAR is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that CMAR deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on CMAR's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder must provide a copy of the notice to Owner's Advisor and each other insured.

6.03 CMAR's Insurance

A. Required Insurance–CMAR shall purchase and maintain worker's compensation, commercial general liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. General Provisions–The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete, as set forth in Paragraph 15.07.D, and longer if expressly required elsewhere in this Contract, and at all times thereafter when CMAR may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by CMAR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. Additional Insureds–The CMAR's commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner, Owner's Advisor, and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

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3. afford primary coverage to these additional insureds for all claims covered thereby, including as applicable those arising from both ongoing and completed operations;

4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by CMAR's acts or omissions, or the acts and omissions of those working on CMAR's behalf, in the performance of CMAR's operations.

6.04 Builder's Risk and Other Property Insurance

A. Builder's Risk–Unless otherwise provided in the Supplementary Conditions, beginning at the commencement of construction CMAR shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost, subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations. The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

For purposes of the builder's risk and other required property insurance, "commencement of construction" first occurs when materials are in the course of delivery to the Site or an off-site storage location required to be insured if transit coverage is required, or if transit coverage is not required, when materials are delivered to the Site, or an off-site storage location required to be insured.

B. Property Insurance for Facilities of Owner Where Work Will Occur–Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.07.D.

C. Property Insurance for Substantially Complete Facilities–Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.07.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

D. Partial Occupancy or Use by Owner–If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.05, then Owner, directly, if it is the purchaser of the builder's risk policy, or through CMAR, will provide advance notice of such occupancy or use to the builder's risk insurer and obtain coverage or an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. Insurance of Other Property; Additional Insurance–If the express insurance provisions of the Contract do not require or address the insurance of a property Item or interest, then the entity or individual owning such property Item will be responsible for insuring it. If CMAR

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elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, CMAR may do so at its expense.

6.05 Property Losses; Subrogation

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04, or an installation floater policy if authorized by the Supplementary Conditions, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Owner's Advisor, Engineer, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and CMAR waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Owner's Advisor, Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or CMAR as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.05, after Substantial Completion pursuant to Paragraph 15.04, or after final payment pursuant to Paragraph 15.07, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against CMAR, Subcontractors, Owner's Advisor, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

C. Owner waives all rights against CMAR, Subcontractors, Owner's Advisor, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

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D. CMAR shall assure that each subcontract contains provisions whereby the Subcontractor waives all rights against Owner, CMAR, Owner's Advisor, Engineer, all individuals or entities identified in the Supplementary Conditions as insureds, their consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 Receipt and Application of Property Insurance Proceeds

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured will act as fiduciary for the other insureds and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 must maintain such proceeds in a segregated account and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, CMAR shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CMAR'S RESPONSIBILITIES

7.01 CMAR's Means and Methods of Construction

A. CMAR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or CMAR determines, that professional engineering or other design services are needed to carry out CMAR's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then CMAR shall cause such services to be provided by a properly licensed design professional, at CMAR's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner, Owner's Advisor, nor Engineer has any responsibility with respect to (1) CMAR's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by CMAR, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 Supervision and Superintendence

A. CMAR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

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B. At all times during the progress of the Work, CMAR shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Owner's Advisor except under extraordinary circumstances.

7.03 CMAR Services—Key Personnel and Subconsultants

A. CMAR will provide the services of the key individuals identified in the Agreement for CMAR Services (Preconstruction Services and Procurement Services) for the duration of the time required to provide these services. CMAR may substitute other individuals for the key individuals identified in the Agreement or for individuals previously approved only upon good cause and with the written consent of the Owner. Subject to the foregoing, not providing the individuals proposed may be the grounds for termination of this Contract.

B. CMAR may provide CMAR Services through one or more subconsultants under contract to CMAR provided, however, that CMAR remains responsible to the Owner for all duties and obligations of the CMAR under this Contract, and in rendering services any such subconsultant must comply with all applicable terms and conditions of the Contract Documents. If the Agreement identifies a specific subconsultant, CMAR will provide the services of such subconsultant for the duration of the time required to complete the subcontracted tasks. CMAR may substitute other subconsultants for the subconsultants identified in the Agreement or previously approved only with the written consent of the Owner. Subject to the foregoing, not providing the subconsultants proposed may be the grounds for termination of this Contract.

7.04 Quality of CMAR Services

A. The Owner's Advisor, with the concurrence of Owner and Engineer, has the right to reject or disapprove any substandard portion of the CMAR Services. Owner's Advisor will provide written notice stating the reason for the rejection or disapproval. CMAR will revise the services in question to address the inadequacies identified by Owner's Advisor.

B. CMAR acknowledges that any review or approval of CMAR Services by the Owner or Owner's Advisor does not relieve CMAR of its responsibility to properly and timely perform such services.

7.05 Continuation or Termination of CMAR Services

A. Owner may terminate this Contract for Owner's convenience at the completion of Preconstruction Services if Owner determines that doing so is in Owner's best interest. Owner is not obligated to cite a reason for such a termination, but in making its determination Owner may wish to consider factors such as the quality of the CMAR Services, facts that indicate that the Project cannot be constructed for a cost within the Owner's budget, and changes in key personnel.

B. The Owner may terminate the Contract for Owner's convenience at the end of Procurement Services if Owner determines that doing so is in Owner's best interest. Owner is not obligated to cite a reason for such a termination, but in making its determination Owner may wish to consider factors such as whether CMAR is unable to offer a Guaranteed Maximum Price within the Owner's Construction Budget, or whether it will be advantageous to bid out the Work as a whole on a stipulated price basis.

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7.06 Labor; Working Hours

A. CMAR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CMAR shall maintain good discipline and order at the Site.

B. CMAR shall provide or furnish:

1. Construction-related services as described in Division 00 and Division 01 of the Contract Documents;

2. Post-construction services as described in Division 00 and Division 01 of the Contract Documents; and

3. All other construction-related and post-construction services described in the Contract Documents.

C. CMAR shall be fully responsible to Owner, Owner's Advisor, and Engineer for all acts and omissions of CMAR's employees; of subconsultants, Suppliers, and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the CMAR Services or the Work, just as CMAR is responsible for CMAR's own acts and omissions.

D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. CMAR will not perform Work on a Saturday, Sunday, or legal holiday. CMAR may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.07 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, CMAR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Owner's Advisor, the CMAR shall furnish satisfactory evidence, including reports of required tests, as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

D. CMAR will be fully responsible for the quality and effectiveness (1) of all services performed or provided by CMAR, including but not limited to CMAR Services and general services in support of construction, and (2) of the deliverables and documentation associated with all such services.

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7.08 "Or Equals"

A. CMAR's Request; Governing Criteria–Whenever an Item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Guaranteed Maximum Price has been based upon CMAR furnishing such Item as specified. The specification or description of such an Item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" Item is permitted, CMAR may request that Owner's Advisor authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Owner's Advisor, in consultation with Engineer, determines that an Item of equipment or material proposed by CMAR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Owner's Advisor will deem it an "or equal" item. For the purposes of this paragraph, a proposed Item of equipment or material will be considered functionally equal to an Item so named if:

a. in the exercise of reasonable judgment Owner's Advisor, in consultation with Engineer, determines that the proposed item:

1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) has a proven record of performance and availability of responsive service; and

4) is not objectionable to Owner.

b. CMAR certifies that if the proposed Item is approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) the Item will conform substantially to the detailed requirements of the Item named in the Contract Documents.

B. CMAR's Expense–CMAR shall provide all data in support of any proposed "or equal" Item at CMAR's expense.

C. Owner's Advisor's Evaluation and Determination–Owner's Advisor, in consultation with Engineer, will be allowed a reasonable time to evaluate each "or-equal" request. Owner's Advisor may require CMAR to furnish additional data about the proposed "or-equal" item. Owner's Advisor, in consultation with Engineer, will be the sole judge of acceptability. No "or-equal" Item will be ordered, furnished, installed, or utilized until Owner's Advisor's review is complete and Owner's Advisor, in consultation with Engineer, has determined that the proposed Item is equal, which will be evidenced by an approved Shop Drawing or other written communication. Owner's Advisor will advise CMAR in writing of any negative determination.

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D. Effect of Owner's Advisor's Determination–Neither approval nor denial of an "or-equal" request will result in any change in Guaranteed Maximum Price. The Owner's Advisor's denial of an "or-equal" request will be final and binding and may not be reversed through an appeal under any provision of the Contract.

E. Treatment as a Substitution Request–If Owner's Advisor determines that an Item of equipment or material proposed by CMAR does not qualify as an "or-equal" item, CMAR may request that Owner's Advisor consider the Item a proposed substitute pursuant to Paragraph 7.09.

7.09 Substitutes

A. CMAR's Request; Governing Criteria–Unless the specification or description of an Item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, CMAR may request that Owner's Advisor authorize the use of other items of equipment or material under the circumstances described below.

B. To the extent possible such requests must be made as part of Preconstruction Services, before the completion of the applicable portion of the design, the Procurement of Subcontractors, construction pricing, and execution of the governing Work Authorization (Preconstruction Substitute Requests). Preconstruction Substitute Requests are further addressed in Paragraph 7.09.E below; substitute requests made after the applicable Work Authorization are addressed in Paragraph 7.09.F.

C. The following provisions apply to all substitute requests:

1. CMAR shall submit adequate information as provided below to allow Owner's Advisor, in consultation with Engineer, to determine if the Item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Owner's Advisor will not accept requests for review of proposed substitute items of equipment or material from anyone other than CMAR.

2. The requirements for review by Owner's Advisor, in consultation with Engineer, will be as set forth in Paragraph 7.09.D, as supplemented by the Specifications, and as Owner's Advisor may decide is appropriate under the circumstances.

3. CMAR shall make written application to Owner's Advisor for review of a proposed substitute Item of equipment or material that CMAR seeks to furnish or use. The application:

a. will certify that the proposed substitute Item will:

1) adequately perform the functions and achieve the results called for by the general design;

2) be similar in substance to the Item specified; and

3) be suited to the same use as the Item specified.

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b. will state:

1) the extent, if any, to which the use of the proposed substitute Item will necessitate a change in Contract Times;

2) whether use of the proposed substitute Item in the Work will require a change in any of the Contract Documents, or in the provisions of any other direct contract with Owner for other work on the Project, to adapt the design to the proposed substitute item; and

3) whether incorporation or use of the proposed substitute Item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute Item from the Item specified; and

2) available engineering, sales, maintenance, repair, and replacement services.

d. will contain, to the extent applicable, an itemized estimate of all costs, anticipated price impacts, or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Guaranteed Maximum Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

D. Owner's Advisor's Evaluation and Determination–Owner's Advisor, in consultation with Engineer, will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Owner's Advisor may require CMAR to furnish additional data about the proposed substitute item. Owner's Advisor, in consultation with Engineer, will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Owner's Advisor's review is complete and Owner's Advisor determines that the proposed Item is an acceptable substitute.

E. Preconstruction Substitute Requests—CMAR will research potential substitutes, furnish data, and prepare a Preconstruction Substitute Request as compensable Basic Preconstruction Services. CMAR will not be responsible for costs incurred by Owner, Owner's Advisor, or Engineer in response to a Preconstruction Substitute Request. If such a request is approved, CMAR will not be required to issue a special guarantee with respect to the substitute's inclusion in the final design.

F. For substitute requests made after a Work Authorization, or in an untimely manner such that the substitution cannot be made part of the final design on which binding construction pricing is based, the following apply:

1. Owner's Advisor's determination will be evidenced by a Field Order, or a proposed Change Order issued by the Owner's Advisor accounting for the substitute itself and all related impacts, including changes in Guaranteed Maximum Price or Contract Times. Owner's Advisor will advise CMAR in writing of any negative determination.

2. Special Guarantee –Owner's Advisor may require CMAR to furnish at CMAR's expense a special performance guarantee or other surety with respect to the substitute.

3. Reimbursement of Review Cost–Owner's Advisor and Engineer will record their costs in evaluating the substitute proposed or submitted by CMAR. Whether or not Owner's Advisor approves a substitute so proposed or submitted by CMAR, CMAR shall

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reimburse Owner for the reasonable charges of Owner's Advisor and Engineer for evaluating each such proposed substitute. CMAR shall also reimburse Owner for the reasonable charges of Owner's Advisor and Engineer for making changes in the Contract Documents, or in the provisions of any other direct contract with Owner resulting from the acceptance of each proposed substitute.

4. CMAR's Expense–CMAR shall provide all data in support of any proposed substitute at CMAR's expense.

5. Effect of Owner's Advisor's Determination–If Owner's Advisor approves the substitute request, CMAR shall execute a Change Order and proceed with the substitute. The Owner's Advisor's denial of a substitution request will be final and binding and may not be reversed through an appeal under any provision of the Contract. CMAR may challenge the scope of reimbursement costs imposed under Paragraph 7.09.F.3, by timely submittal of a Change Proposal.

7.10 Concerning Subcontractors and Suppliers

A. CMAR may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The CMAR's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve CMAR's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. CMAR shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. As a general matter, CMAR shall retain Subcontractors and Suppliers for Work Packages through the procurement process described in the Agreement, including but not limited to the Procurement Strategy Plan and Exhibit A Article 3 of the Agreement. If there is a conflict between such provisions of the Agreement and this paragraph, the provisions of the Agreement will govern.

D. Subsequent to the submittal of CMAR's Proposal or final negotiation of the terms of the Contract, Owner may not require CMAR to retain any Subcontractor or Supplier against which CMAR has reasonable objection to furnish or perform any of the Work.

E. Prior to entry into any binding subcontract or purchase order, CMAR shall submit to Owner the identity of the proposed Subcontractor or Supplier, unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the CMAR selection process, the Subcontractor and Supplier procurement process, or otherwise. Such proposed Subcontractor or Supplier will be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

F. Owner may require the replacement of a Subcontractor or Supplier. Owner also may require CMAR to retain specific replacements; provided, however, that Owner may not require a replacement to which CMAR has a reasonable objection. If CMAR has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, through the Subcontractor and Supplier procurement process or otherwise, and Owner has accepted it, either in writing or by failing to make written objection thereto, then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of

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substantive, reasonable objection after due investigation. CMAR shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

G. If Owner requires the replacement of any Subcontractor or Supplier retained by CMAR to perform any part of the Work, then CMAR shall be entitled to an adjustment in Guaranteed Maximum Price or Contract Times, with respect to the replacement; and CMAR shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

H. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

I. On a monthly basis, CMAR shall submit to Owner's Advisor a complete list of all Subcontractors and Suppliers having a direct contract with CMAR, and of all other Subcontractors and Suppliers known to CMAR at the time of submittal.

J. CMAR shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

K. The divisions and sections of the Specifications and the identifications of any Drawings do not control CMAR in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

L. All Work performed for CMAR by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner, Owner's Advisor, and Engineer.

M. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to CMAR for Work performed for CMAR by the Subcontractor or Supplier.

N. CMAR shall restrict all Subcontractors and Suppliers from communicating with Owner's Advisor or Owner, except through CMAR or in case of an emergency, or as otherwise expressly allowed in this Contract.

O. CMAR will perform or undertake the responsibilities of any Subcontractor or Supplier that defaults, fails to perform, declares bankruptcy, or meets any of the other requirements for termination for cause listed as applying to the CMAR as described in Paragraph 16.02 of the General Conditions.

1. If, for a specific Subcontractor or Supplier, CMAR determines that CMAR would not reasonably be able to self-perform the Subcontractor's work or meet the Supplier's obligations in the event of the Subcontractor or Supplier default, then CMAR may require a subcontract/supplier performance bond, the costs of which will be reimbursed as a Cost of the Work under the Subcontract costs category (Paragraph 6.02, Agreement). Before requiring such a bond, CMAR will consult with Owner's Advisor and consider whether other protective measures are feasible and more cost-effective.

2. If Owner requires that CMAR enter into a subcontract with a Subcontractor to which the CMAR has reasonable objections, CMAR may require subcontract performance and payment bonds, the costs of which will be reimbursed as a Cost of the Work under the Subcontract costs category (Paragraph 6.02, Agreement).

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7.11 Patent Fees and Royalties

A. CMAR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner, Owner's Advisor, or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, then the existence of such rights will be disclosed in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless CMAR, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages, including but not limited to all fees and charges of construction managers, engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs, arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, CMAR shall indemnify and hold harmless Owner, Owner's Advisor, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages, including but not limited to all fees and charges of construction managers, engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.12 Permits

A. Unless otherwise provided in the Contract Documents, CMAR shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist CMAR, when necessary, in obtaining such permits and licenses. CMAR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of CMAR's Proposal. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.13 Taxes

A. CMAR shall pay all sales, consumer, use, and other similar taxes required to be paid by CMAR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.14 Laws and Regulations

A. CMAR shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of CMAR Services or the Work. Neither Owner, Owner's

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Advisor, nor Engineer will be responsible for monitoring CMAR's compliance with Laws or Regulations.

B. If CMAR performs any CMAR Services or Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, CMAR shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner, Owner's Advisor, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages, including but not limited to all fees and charges of construction managers, engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or relating to such CMAR Services, Work, or other action.

C. It is not CMAR's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve CMAR of its obligations under Paragraph 3.03.

D. Owner or CMAR may give written notice to the other party of any changes after the Effective Date of the Contract in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and CMAR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Guaranteed Maximum Price or Contract Times resulting from such changes, then within 30 days of such written notice CMAR may submit a Change Proposal, or Owner may initiate a Claim.

7.15 Record Documents

A. CMAR shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, Contract Amendments, Work Packages, Work Authorizations, written interpretations and clarifications, and approved Shop Drawings. CMAR shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Owner's Advisor and Engineer for reference. Upon completion of the Work, CMAR shall deliver these record documents to Owner's Advisor.

7.16 Safety and Protection

A. CMAR shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. CMAR shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. CMAR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

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2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.16.C.2 or 7.16.C.3 caused, directly or indirectly, in whole or in part, by CMAR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, will be remedied by CMAR at its expense, except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner, Owner's Advisor, or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CMAR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them.

E. CMAR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. CMAR shall notify Owner's Advisor; Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities, if the identity of such owners is known to CMAR; and other contractors and utility owners performing work at or adjacent to the Site, in writing, when CMAR knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. CMAR shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. CMAR shall inform Owner, Owner's Advisor, and Engineer of the specific requirements of CMAR's safety program with which Owner's, Owner's Advisor's, and Engineer's employees and representatives must comply while at the Site.

I. CMAR's duties and responsibilities for safety and protection will continue until all the Work is completed, Owner's Advisor has issued a written notice to Owner and CMAR in accordance with Paragraph 15.07.C that the Work is acceptable, and CMAR has left the Site, except as otherwise expressly provided in connection with Substantial Completion.

J. CMAR's duties and responsibilities for safety and protection will resume whenever CMAR or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.17 Hazard Communication Programs

A. CMAR shall be responsible for coordinating any exchange of safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

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7.18 Emergencies

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CMAR is obligated to act to prevent damage, injury, or loss. CMAR shall give Owner's Advisor prompt written notice if CMAR believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency or are required as a result of CMAR's response to an emergency. If Owner's Advisor, in consultation with Engineer, determines that a change in the Contract Documents is required because of an emergency or CMAR's response, a Work Change Directive or Change Order will be issued.

7.19 Submittals

A. Shop Drawing and Sample Requirements

1. Before submitting a Shop Drawing or Sample, CMAR shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to CMAR's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that CMAR has satisfied CMAR's obligations under the Contract Documents with respect to CMAR's review of that Submittal, and that CMAR approves the Submittal.

3. With each Shop Drawing or Sample, CMAR shall give Owner's Advisor specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

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B. Submittal Procedures for Shop Drawings and Samples–CMAR shall label and submit Shop Drawings and Samples to Owner's Advisor for review by Engineer in accordance with the accepted Schedule of Submittals.

1. Shop Drawings

a. CMAR shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show the services, materials, and equipment CMAR proposes to provide, and to enable the information to be reviewed for the limited purposes required by Paragraph 7.19.D.

2. Samples

a. CMAR shall submit the number of Samples required in the Specifications.

b. CMAR shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Owner's Advisor may require to enable Engineer to review the Sample for the limited purposes required by Paragraph 7.19.D.

C. Proceeding without Engineer's Approval—Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, Owner will not pay for related Work, including equipment or materials, until Engineer approves the Shop Drawing or Sample. If CMAR proceeds without such approval, CMAR will bear the full risk of all resulting delays, costs, and losses, including but not limited to removal, corrective, purchase, and installation costs, if such approval is not granted.

D. Engineer's Review of Shop Drawings and Samples

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval, if any, will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval, if any, of a separate Item as such will not indicate approval of the assembly in which the Item functions.

4. Engineer's review and approval, if any, of a Shop Drawing or Sample will not relieve CMAR from responsibility for any variation from the requirements of the Contract Documents unless CMAR has complied with the requirements of Paragraph 7.19.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Owner's Advisor, in consultation with Engineer, will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

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5. Engineer's review and approval, if any, of a Shop Drawing or Sample will not relieve CMAR from responsibility for complying with the requirements of Paragraphs 7.19.A and B.

6. Engineer's review and approval, if any, of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Guaranteed Maximum Price, unless such changes are included in a Change Order.

7. Neither receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such Item becoming a Contract Document.

8. CMAR shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.19.D.4.

E. Resubmittal Procedures for Shop Drawings and Samples

1. CMAR shall make required corrections and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. CMAR shall direct specific attention in writing to revisions other than the corrections called for on previous Submittals.

2. CMAR shall furnish required Shop Drawing and Sample submittals with adequate information and accuracy to obtain required approval of an Item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and CMAR shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due CMAR to secure reimbursement for such charges.

3. If CMAR requests a change of a previously approved Shop Drawing or Sample, CMAR shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due CMAR to secure reimbursement for such charges, unless the need for such change is beyond the control of CMAR.

F. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

a. CMAR shall submit all such Submittals to Owner's Advisor in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

b. A timely review will be made of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

c. Review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

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d. If any such Submittal is not accepted, CMAR shall confer with Owner's Advisor regarding the reason for the non-acceptance and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 4.04, 7.19, and 15.02.

G. Owner-delegated Designs–Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.22.

7.20 CMAR's General Warranty and Guarantee

A. CMAR warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Owner's Advisor and Engineer are entitled to rely on CMAR's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.09. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.20 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.09:

1. Owner shall give CMAR written notice of any defective Work within 60 days of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. CMAR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than CMAR, Subcontractors, Suppliers, or any other individual or entity for whom CMAR is responsible; or

2. normal wear and tear under normal usage.

D. CMAR shall perform or provide CMAR Services in accordance with the Contract Documents and good construction management practice.

E. CMAR's obligation to perform and complete the CMAR Services and the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of CMAR Services or Work that is not in accordance with the Contract Documents, a release of CMAR's obligation to perform the CMAR Services or Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.20:

1. Observations by Owner's Advisor or Engineer;

2. Recommendation by Owner's Advisor or payment by Owner of any progress or final payment;

3. The acceptance of CMAR Services without objection;

4. The issuance of a certificate of Substantial Completion by Owner's Advisor or any payment related thereto by Owner;

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5. Use or occupancy of the Work or any part thereof by Owner;
6. Any review and approval of a Shop Drawing or Sample submittal;
7. The issuance of a notice of acceptability by Owner's Advisor;
8. The end of the correction period established in Paragraph 15.09;
9. Any inspection, test, or approval by others; or
10. Any correction of defective Work by Owner.

F. If the Contract requires CMAR to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to CMAR's performance obligations to Owner for the Work described in the assigned contract.

7.21 Indemnification

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of CMAR under the Contract or otherwise, CMAR shall indemnify and hold harmless Owner, Owner's Advisor, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments, including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs, arising from third-party claims or actions relating to or resulting from the performance or furnishing of CMAR Services or the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property, other than the Work itself, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of CMAR, any Subcontractor, any Supplier, subconsultant, or any individual or entity directly or indirectly employed by any of them to perform any of the CMAR Services or Work, or anyone for whose acts any of them may be liable.

B. In claims against Owner, Owner's Advisor, or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any CMAR employee, or the survivor or personal representative of such employee, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.21.A will not be limited by a limitation on the amount or type of damages, compensation, or benefits payable by or for CMAR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.22 Delegation of Professional Design Services

A. Owner may require CMAR to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that CMAR must furnish to Owner's Advisor with respect to the Owner-delegated design.

B. CMAR shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications,

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certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by CMAR, a Subcontractor, or others for submittal to Owner's Advisor, then such Shop Drawing or other Submittal must bear the written approval of CMAR's design professional when submitted by CMAR to Owner's Advisor.

D. Owner, Owner's Advisor, and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by CMAR under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.22, Engineer's review, approval, and determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by CMAR pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.22;

2. Confirming that CMAR, through its design professionals, has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by CMAR is consistent with the design concept expressed in the Contract Documents.

F. CMAR shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

G. CMAR is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 Other Work

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give CMAR written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to CMAR.

C. CMAR shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

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D. CMAR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CMAR shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that CMAR may cut or alter others' work with the written consent of Owner's Advisor and the others whose work will be affected.

E. If the proper execution or results of any part of CMAR's Work depends upon work performed by others, CMAR shall inspect such other work and promptly report to Owner's Advisor in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CMAR's Work. CMAR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CMAR's Work except for latent defects and deficiencies in such other work.

F. The provisions of this Article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by CMAR is governed by the provisions of Paragraph 4.05.C.3.

8.02 Coordination

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to CMAR prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 Legal Relationships

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of CMAR or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then CMAR shall be entitled to an equitable adjustment in the Guaranteed Maximum Price or the Contract Times. CMAR must submit any Change Proposal seeking an equitable adjustment in the Guaranteed Maximum Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will consider information, if any regarding such other work that was provided to CMAR in the Contract Documents prior to the submittal of the Proposal or the final negotiation of the terms of the Contract, and any remedies available to CMAR under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable

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adjustment in Guaranteed Maximum Price will be conditioned on CMAR assigning to Owner all CMAR's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. CMAR's entitlement to an adjustment of the Contract Times or Guaranteed Maximum Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

B. CMAR shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If CMAR fails to take such measures, and as a result, damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due CMAR, and assign to such other contractor or utility owner the Owner's contractual rights against CMAR with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

2. When Owner is performing other work at or adjacent to the Site with Owner's employees, CMAR shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of CMAR's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due CMAR.

C. If CMAR damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through CMAR's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of CMAR's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against CMAR, Owner, Owner's Advisor, or Engineer, then CMAR shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner, Owner's Advisor, and Engineer, and their officers, directors, members, partners, employees, agents, consultants and subcontractors from and against any such claims, and against all costs, losses, and damages, including but not limited to all fees and charges of construction managers, engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 Communications to CMAR

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to CMAR through Owner's Advisor.

9.02 Replacement of Owner's Advisor or Engineer

A. Owner may at its discretion appoint a replacement for Owner's Advisor, provided CMAR makes no reasonable objection to the replacement. The replacement's status under the Contract Documents will be that of the former Owner's Advisor.

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B. Owner may at its discretion appoint an engineer to replace Engineer, provided CMAR makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 Furnish Data

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 Pay CMAR

A. Owner shall make payments to CMAR when they are due as provided in the Agreement.

9.05 Lands and Easements; Reports, Tests, and Drawings

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to CMAR copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 Insurance

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 Change Orders

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 Inspections, Tests, and Approvals

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 Owner's Tasks in Support of CMAR Services

A. Owner shall provide CMAR with all criteria and full information as to Owner's requirements for the Project including drafts of proposed Contract Documents, general schedules and completion requirements, reports, surveys, permits, record documents from related previous projects, and other information as required for CMAR to provide services. Owner shall be responsible for, and CMAR may rely upon, the accuracy and completeness of all such criteria and information, and of any other programs, instructions, data, and other information furnished by Owner to CMAR pursuant to this Agreement. CMAR may use such criteria and information in performing or furnishing CMAR Services.

B. Owner shall provide reasonable assistance to CMAR in securing the release of documents and information held by private entities and by public agencies as needed to provide services required by this Agreement.

C. Owner shall arrange for safe access to and make all provisions for CMAR to enter upon public and private property as required for CMAR to perform services.

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D. Owner shall review documents presented by CMAR, make decisions, and carry out Owner's other responsibilities in a timely manner so as not to delay the CMAR's performance of its services.

E. Owner shall provide the services of attorneys, insurance consultants, financial advisors, and other professional advisors or consultants required for the Project, but not provided by the CMAR.

1. Advise CMAR of the identity and scope of services of any independent consultant, designer, contractor, or other construction manager employed by Owner to perform or furnish services in regard to the Project, including cost estimating, project peer reviews, value engineering, and constructability reviews.

2. Define and set forth the duties, responsibilities, and limitations of authority of these other parties as they relate to the duties, responsibilities, and authority of CMAR.

F. Owner is not responsible for discovering deficiencies in the CMAR's Services. CMAR will correct any deficiencies without additional compensation, except to the extent this corrective action is directly attributable to deficiencies in Owner-furnished information.

9.10 Limitations on Owner's Responsibilities

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, CMAR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CMAR to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for CMAR's failure to perform the Work in accordance with the Contract Documents.

9.11 Undisclosed Hazardous Environmental Condition

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.12 Evidence of Financial Arrangements

A. Upon request of CMAR, Owner shall furnish CMAR reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract, including obligations under proposed changes in the Work.

9.13 Safety Programs

A. While at the Site, Owner's employees and representatives will comply with the specific applicable requirements of CMAR's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to CMAR.

ARTICLE 10—STATUS OF OWNER'S ADVISOR AND ENGINEER DURING CONSTRUCTION

10.01 Owner's Advisor

A. Owner's Advisor will be Owner's representative during the construction period.

B. The general duties, responsibilities, and the limitations of authority of Owner's Advisor and Engineer during construction are set forth below.

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10.02 Visits to Site

A. Owner's Advisor will either be based at the Site or make visits to the Site on a regular basis. Owner's Advisor will observe the Work; check the quality, quantity, and progress of the Work; implement Owner's quality assurance program; and administer the Contract as Owner's representative.

B. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of CMAR's executed Work. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer will report to Owner's Advisor regarding information obtained during such Site visits and observations.

C. Owner's Advisor's and Engineer's visits and observations are subject to all the limitations on Owner's Advisor's and Engineer's authority and responsibility set forth in Paragraph 10.05. Particularly, but without limitation, during or as a result of Owner's Advisor's and Engineer's visits or observations of CMAR's Work, neither Owner's Advisor nor Engineer will supervise, direct, control, or have authority over or be responsible for CMAR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CMAR to comply with Laws and Regulations applicable to the performance of the Work.

10.03 Determinations for Unit Price Work

A. Owner's Advisor will determine the actual quantities and classifications of Unit Price Work performed or furnished by CMAR as set forth in Paragraph 13.02.

10.04 Decisions on Requirements of Contract Documents and Acceptability of Work; Exercise of Authority

A. Owner's Advisor will render decisions regarding the requirements of the Contract Documents, and judge the quality and acceptability of the Work, pursuant to the specific procedures set forth herein for interpretations, Change Proposals, Applications for Payment, and acceptance of the Work.

1. Before rendering such decisions or judgments, and before exercising its authority with respect to differing subsurface or physical conditions, Underground Facilities, "or equal" and substitute requests, emergencies, Field Orders, and similar matters, Owner's Advisor will consult with Engineer as to all matters in question involving (a) the design, as set forth in the Drawings, Specifications, or otherwise, (b) the quality or acceptability of the Work under the Contract Documents, or (c) other engineering matters.

2. With respect to such matters, Owner's Advisor's decisions and judgments as rendered will be in accord with Engineer's professional analysis, opinions, recommendations, and conclusions.

B. In rendering such decisions and judgments, exercising such authority, or providing professional analysis, opinions, recommendations, or conclusions underlying such decisions and judgments, neither Owner's Advisor nor Engineer will show partiality to Owner or CMAR, and neither Owner's Advisor nor Engineer will be liable to Owner, CMAR, or others in

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connection with any proceedings, interpretations, analysis, opinions, recommendations, conclusions, decisions, or judgments conducted or rendered in good faith.

C. Owner's Advisor may at any time request that CMAR furnish proposed changes to Guaranteed Maximum Price and Contract Times that would result from specified proposed changes to the Contract Documents.

10.05 Limitations on Owner's Advisor's and Engineer's Authority and Responsibilities

A. Neither Owner's Advisor's nor Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Owner's Advisor or Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Owner's Advisor or Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Owner's Advisor or Engineer to CMAR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Neither Owner's Advisor nor Engineer will supervise, direct, control, or have authority over or be responsible for CMAR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CMAR to comply with Laws and Regulations applicable to the performance of the Work. Neither Owner's Advisor nor Engineer will be responsible for CMAR's failure to perform the Work in accordance with the Contract Documents.

C. Neither Owner's Advisor nor Engineer will be responsible for the acts or omissions of CMAR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Owner's Advisor's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by CMAR under Paragraph 15.07.A, will only be to determine generally that their content complies with the requirements of the Contract Documents, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

10.06 Compliance with Safety Program

A. While at the Site, Owner's Advisor's and Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and CMAR's safety programs of which Owner's Advisor and Engineer have been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 Amending and Supplementing the Contract

A. The Contract may be amended or supplemented by a Contract Amendment, Work Authorization, Change Order, Work Change Directive, or Field Order.

B. A Work Authorization, as more fully defined in Paragraph 1.01, is used to authorize specified Work, and establish related compensation. Change Orders, Work Change Directives, and Field Orders are used to modify a Work Authorization, including but not limited to

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modifications of the authorized Work and changes to the Guaranteed Maximum Price and Contract Times associated with the Work Authorization.

If a modification under a Work Authorization includes a change in the Guaranteed Maximum Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. A Contract Amendment, as more fully defined in Paragraph 1.01, is used for general contract modification purposes.

D. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design, as set forth in the Drawings, Specifications, or otherwise, or (3) other engineering matters, must be supported by Engineer's recommendation. Owner and CMAR may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 Change Orders

A. With respect to a governing Work Authorization, Owner and CMAR shall execute appropriate Change Orders covering:

1. Changes in Guaranteed Maximum Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work performed in accordance with a Work Change Directive;

2. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design, as set forth in the Drawings, Specifications, or otherwise, or other engineering matters; and

3. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Paragraph 13.02.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or CMAR refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

C. Owner and CMAR will enter into either a Change Order, if related to a specific Work Authorization, or a Contract Amendment with respect to the following:

1. Changes in Guaranteed Maximum Price resulting from an Owner set-off, unless CMAR has duly contested such set-off;

2. Changes that embody the substance of any final and binding results under Article 12, Claims; Paragraph 13.01, final adjustments resulting from allowances; and similar provisions.

11.03 Work Change Directives

A. A Work Change Directive will not change the Guaranteed Maximum Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented

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by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Guaranteed Maximum Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Guaranteed Maximum Price.

B. If Owner has issued a Work Change Directive and:

1. CMAR believes that an adjustment in Contract Times or Guaranteed Maximum Price is necessary, then CMAR shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Guaranteed Maximum Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 Field Orders

A. Owner's Advisor, in consultation with Engineer, may authorize minor changes in the Work if the changes do not involve an adjustment in the Guaranteed Maximum Price or the Contract Times. Such changes will be accomplished by a Field Order and will be binding on Owner and on CMAR, which shall perform the Work involved promptly.

B. If CMAR believes that a Field Order justifies an adjustment in the Guaranteed Maximum Price or Contract Times, then before proceeding with the Work at issue, CMAR shall submit a Change Proposal as provided herein.

11.05 Owner-Authorized Changes in the Work

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design, as set forth in the Drawings, Specifications, or otherwise, or other engineering matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and CMAR have agreed as to the effect, if any, of the changes on Contract Times or Guaranteed Maximum Price; or by a Work Change Directive. Upon receipt of any such document, CMAR shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates CMAR to undertake work that CMAR reasonably concludes cannot be performed in a manner consistent with CMAR's safety obligations under the Contract Documents or Laws and Regulations.

11.06 Unauthorized Changes in the Work

A. CMAR shall not be entitled to an increase in the Guaranteed Maximum Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.18 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

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11.07 Change of Contract Price

A. The Contract Price may be changed by a Work Authorization, Change Order, or Contract Amendment. Any Change Proposal for an adjustment in the Guaranteed Maximum Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Guaranteed Maximum Price with respect to the Work will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved;

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum; or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work determined in accordance with the Cost of the Work provisions in the Agreement, plus the CMAR Fee, applied proportionally, for overhead and profit determined in accordance with the terms in the Agreement.

11.08 Change of Contract Times

A. The Contract Times may be changed by a Work Authorization, Change Order, or Contract Amendment. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 Change Proposals

A. Purpose and Content—CMAR shall submit a Change Proposal to Owner's Advisor to request an adjustment in the Contract Times or Guaranteed Maximum Price; contest a decision by Owner's Advisor concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Guaranteed Maximum Price, or other proposed relief; identify any governing Work Authorization; indicate CMAR's recommendation for the correct means of amending the Contract (Work Authorization, Change Order, or Contract Amendment) if the proposed change is accepted; and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. Determination of Changes in Guaranteed Maximum Price for Work—If a Change Order under a Work Authorization entails a change in Guaranteed Maximum Price, then:

1. The change will include the applicable increase or decrease in Cost of the Work, pursuant to the provisions Article 6 of the Agreement.

2. The CMAR Fee for changes will be those agreed to Article 7 of the Agreement.

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3. If there is a Guaranteed Maximum Price, it will increase or decrease in an amount equal to the increase or decrease in the Cost of the Work and CMAR Fee, as duly determined.

4. The amount of any increases or decreases in the CMAR Fee, or in Guaranteed Maximum Price, will be set forth in the applicable Change Order.

C. Change Proposal Procedures

1. Submittal—CMAR shall submit each Change Proposal to Owner's Advisor within 30 days after the start of the event giving rise thereto, or after such decision.

2. Supporting Data—The CMAR shall submit supporting data, including the proposed change in Guaranteed Maximum Price or Contract Time, if any, to the Owner's Advisor within 15 days after the submittal of the Change Proposal.

   a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

   b. Change Proposals related to a change of Guaranteed Maximum Price based on Cost of the Work must include full and detailed account of eligible costs, such as materials incorporated into the Work, labor and equipment used for the subject Work, and Subcontract costs.

   The supporting data must be accompanied by a written statement that the supporting data is accurate and complete, and that any requested time or price adjustment is the entire adjustment to which CMAR believes it is entitled as a result of said event.

3. Owner's Advisor's Initial Review—Owner's Advisor, in consultation with Engineer, will advise Owner regarding the Change Proposal and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Owner's Advisor concludes that additional supporting data is needed before conducting a full review and deciding regarding the Change Proposal, then Owner's Advisor may request that CMAR submit such additional supporting data by a date specified by Owner's Advisor, prior to Owner's Advisor beginning its full review of the Change Proposal.

4. Owner's Advisor's Full Review and Action on the Change Proposal—Upon receipt of CMAR's supporting data, including any additional data requested by Owner's Advisor, Owner's Advisor, in consultation with Engineer, will conduct a full review of each Change Proposal and, within 30 days after such receipt of the CMAR's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and CMAR. If Owner's Advisor does not act on the Change Proposal within 30 days, then either Owner or CMAR may at any time thereafter submit a letter to the other party indicating that as a result of Owner's Advisor's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. Binding Decision—Owner's Advisor's decision is final and binding upon Owner and CMAR, unless Owner or CMAR appeals the decision by filing a Claim under Article 12.

D. Post-Completion—CMAR shall not submit any Change Proposals after Owner's Advisor issues a written recommendation of final payment pursuant to Paragraph 15.07.B.

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11.10 Notification to Surety

A. CMAR shall notify the performance and payment bond surety of the issuance of each Work Authorization and confirm that the bonds have been adjusted to reflect the changes in Guaranteed Maximum Price and Contract Times.

B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents, including, but not limited to, Guaranteed Maximum Price or Contract Times, the giving of any such notice will be CMAR's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 Claims

A. Claims Process—The following disputes between Owner and CMAR are subject to the Claims process set forth in this article:

1. Appeals by Owner or CMAR of Owner's Advisor's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

3. Subject to the waiver provisions of Paragraph 15.08, any dispute arising after Owner's Advisor has issued a written recommendation of final payment pursuant to Paragraph 15.07.B.

B. Submittal of Claim—The party submitting a Claim shall deliver it directly to the other party to the Contract promptly, but in no event later than 30 days after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Owner's Advisor and Engineer, for their information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by CMAR seeking an increase in the Contract Times or Contract Price, CMAR shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of CMAR's knowledge and belief the amount of time or money requested accurately reflects the full amount to which CMAR is entitled.

C. Review and Resolution—The party receiving a Claim shall review it thoroughly and consider its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Owner's Advisor and Engineer.

D. Mediation

1. At any time after initiation of a Claim, Owner and CMAR may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and CMAR agree to mediation, then after 60 days from such agreement, either Owner or CMAR may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the

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mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and CMAR shall each pay one-half of the mediator's fees and costs.

E. Partial Approval—If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. Denial of Claim—If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not act on the Claim within 90 days, then either Owner or CMAR may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. Final and Binding Results—If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—ALLOWANCES; UNIT PRICE WORK

13.01 Allowances

A. The CMAR Contingency Allowance (Agreement, Article 8) and Owner's Contingency Allowance (Agreement, Article 12) are governed by the applicable provisions of the Agreement.

B. CMAR confirms that it has included the CMAR Contingency Allowance in the Guaranteed Maximum Price and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Owner's Advisor.

C. CMAR confirms that it has included the Owner's Contingency Allowance in the Contract Price and that use of Owner's Contingency Allowance is subject to the provisions of Article 12 in the Agreement.

D. Cash Allowances—CMAR agrees that:

1. the cash allowances include the cost to CMAR, less any applicable trade discounts, of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CMAR's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Guaranteed Maximum Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

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E. Prior to final payment, an appropriate Change Order will be issued as recommended by Owner's Advisor to reflect actual amounts due CMAR for Work covered by allowances, and the Guaranteed Maximum Price will be correspondingly adjusted.

13.02 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Guaranteed Maximum Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified Item of Unit Price Work times the estimated quantity of each Item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Proposals and determining an Estimated Guaranteed Maximum Price. Payments to CMAR for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by CMAR to be adequate to cover CMAR's overhead and profit for each separately identified item.

D. Owner's Advisor will determine the actual quantities and classifications of Unit Price Work performed or furnished by CMAR. Owner's Advisor will review with CMAR the Owner's Advisor's preliminary determinations on such matters before rendering a written decision thereon, by recommendation of an Application for Payment or otherwise. Owner's Advisor's written decision thereon will be final and binding except as modified by Owner's Advisor to reflect changed factual conditions or more accurate data upon Owner and CMAR, and the final adjustment of Guaranteed Maximum Price will be set forth in a Change Order, subject to the provisions of the following Paragraph.

E. Adjustments in Unit Price

1. CMAR or Owner shall be entitled to an adjustment in the unit price with respect to an Item of Unit Price Work if:

a. the quantity of the Item of Unit Price Work performed by CMAR differs materially and significantly from the estimated quantity of such Item indicated in the Agreement; and

b. CMAR's unit costs to perform the Item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in CMAR's costs to perform such other Work, such that the resulting overall change in Guaranteed Maximum Price is equitable to Owner and CMAR.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

A. Owner, Owner's Advisor, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. CMAR shall provide them with proper and safe conditions for such access and

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advise them of CMAR's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 Tests, Inspections, and Approvals

A. CMAR shall give Owner's Advisor timely notice of readiness of the Work, or specific parts thereof, for all required inspections and tests and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except those costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work, or part thereof, specifically to be inspected, tested, or approved by an employee or other representative of such public body, CMAR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Owner's Advisor the required certificates of inspection or approval.

D. CMAR shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to CMAR's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Owner's Advisor.

E. If the Contract Documents require the Work, or part thereof, to be accepted by Owner, Owner's Advisor, Engineer, or another designated individual or entity, then CMAR shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work, or the work of others that is to be inspected, tested, or approved is covered by CMAR without written concurrence of Owner's Advisor, CMAR shall, if requested by Owner's Advisor, uncover such Work for observation. Such uncovering will be at CMAR's expense unless CMAR has given Owner's Advisor timely notice of CMAR's intention to cover the same and Owner's Advisor had not acted with reasonable promptness in response to such notice.

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14.03 Defective Work

A. CMAR's Obligation—It is CMAR's obligation to assure that the Work is not defective.

B. Owner's Advisor's Authority—Owner's Advisor has the authority to determine, in consultation with Engineer, whether Work is defective, and to reject defective Work.

C. Notice of Defects—Prompt written notice of all defective Work of which Owner, Owner's Advisor, or Engineer has actual knowledge will be given to CMAR.

D. Correction, or Removal and Replacement—Promptly after receipt of written notice of defective Work, CMAR shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Owner's Advisor has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. Preservation of Warranties—When correcting defective Work, CMAR shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. Costs and Damages—In addition to its correction, removal, and replacement obligations with respect to defective Work, CMAR shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and CMAR are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so. If such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles and will not endanger public safety. CMAR shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work; such costs to be approved by Owner's Advisor as to reasonableness, and for the diminished value of the Work to the extent not otherwise paid by CMAR. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Guaranteed Maximum Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, CMAR shall pay an appropriate amount to Owner.

14.05 Uncovering Work

A. Owner's Advisor has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Owner's Advisor, then CMAR shall, if requested by Owner's Advisor, uncover such Work for Owner's Advisor's or Engineer's observation, and then replace the covering, all at CMAR's expense.

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C. If Engineer or Owner's Advisor considers it necessary or advisable that covered Work be observed by Owner's Advisor or Engineer, or inspected or tested by others, then Owner's Advisor will so advise CMAR, and CMAR shall uncover, expose, or otherwise make available for observation, inspection, or testing as Owner's Advisor may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, CMAR shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction, including but not limited to all costs of repair or replacement of work of others, and pending CMAR's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, CMAR shall be allowed an increase in the Guaranteed Maximum Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then CMAR may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 Owner May Stop the Work

A. If the Work is defective, or CMAR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order CMAR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of CMAR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

A. If CMAR fails within a reasonable time after written notice from Owner's Advisor to correct defective Work, or to remove and replace defective Work as required by Owner's Advisor, then Owner may, after 7 days' written notice to CMAR, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude CMAR from all or part of the Site, take possession of all or part of the Work and suspend CMAR's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid CMAR but which are stored elsewhere. CMAR shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, Owner's Advisor, Engineer, and their consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against CMAR as set-offs against payments due under Article 15. Such claims, costs, losses, and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CMAR's defective Work.

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D. CMAR shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CMAR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Payment for CMAR Services

A. The basis and procedures for payment for CMAR Services are set forth in the Agreement, Article 3. The provisions of this Article 15 pertain to payment for performance and furnishing of the Work, unless noted otherwise.

15.02 Progress Payments

A. Basis for Progress Payments

1. CMAR will, at least 10 days prior to applying for Payment, prepare and submit for approval by Owner's Advisor a schedule allocating portions of the Guaranteed Maximum Price to various portions of the Work, as determined by the applicable Work Authorizations.

2. The Schedule of Values will serve as the basis for progress payments and will be incorporated by Owner's Advisor into an Application for Payment form. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.02. Progress payments for cost-based Work will be based on Cost of the Work completed by CMAR during the pay period.

B. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment, but not more often than once a month, CMAR shall submit to Owner's Advisor for review an Application for Payment filled out and signed by CMAR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by CMAR for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of CMAR stating that all previous progress payments received by CMAR have been applied to discharge CMAR's legitimate obligations associated with prior Applications for Payment.

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4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications

1. Owner's Advisor will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to CMAR indicating in writing Owner's Advisor's reasons for refusing to recommend payment. In the latter case, CMAR may make the necessary corrections and resubmit the Application.

2. Owner's Advisor's recommendation of any payment requested in an Application for Payment will constitute a representation by Owner's Advisor to Owner, based on Owner's Advisor's (a) observations of the executed Work, (b) consultations with Engineer, and (c) review of the Application for Payment and the accompanying data and schedules, that to the best of Owner's Advisor's knowledge, information, and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.02, and any other qualifications stated in the recommendation; and

   c. the conditions precedent to CMAR's being entitled to such payment appear to have been fulfilled in so far as it is Owner's Advisor's responsibility to observe the Work.

3. By recommending any such payment Owner's Advisor will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Owner's Advisor in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle CMAR to be paid additionally by Owner or entitle Owner to withhold payment to CMAR.

4. Neither Owner's Advisor's review of CMAR's Work for the purposes of recommending payments nor Owner's Advisor's recommendation of any payment, including final payment, will impose responsibility on Owner's Advisor:

   a. to supervise, direct, or control the Work;

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

   c. for CMAR's failure to comply with Laws and Regulations applicable to CMAR's performance of the Work;

   d. to make any examination to ascertain how or for what purposes CMAR has used the money paid by Owner; or

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e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Owner's Advisor may refuse to recommend the whole or any part of any payment if, in Owner's Advisor's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.02.C.2.

6. Owner's Advisor will recommend reductions in payment (set-offs) necessary in Owner's Advisor's opinion to protect Owner from loss because:

a. the Work is defective, requiring correction or replacement;

b. the Guaranteed Maximum Price has been reduced by Change Orders or other Contract modifications;

c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which CMAR is responsible; or

e. Owner's Advisor has actual knowledge of the occurrence of any of the events that would constitute a default by CMAR and therefore justify termination for cause under the Contract Documents.

D. Payment Becomes Due

1. Ten days after Owner's Advisor's presentation of the Application for Payment to Owner with Owner's Advisor's recommendation, the amount recommended, subject to any Owner set-offs, will become due, and when due will be paid by Owner to CMAR.

E. Reductions in Payment by Owner

1. In addition to any reductions in payment (set-offs) recommended by Owner's Advisor, Owner is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against Owner based on CMAR's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from CMAR's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. CMAR has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. CMAR has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which CMAR is responsible;

e. Owner has incurred extra charges for advisory services or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests, and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

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g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Guaranteed Maximum Price has been reduced by Change Orders or other Contract modifications;

i. An event has occurred that would constitute a default by CMAR and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of CMAR's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where CMAR has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

l. Claims have been made or costs have been incurred arising from CMAR Services; or

m. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Owner's Advisor, Owner will give CMAR immediate written notice, with a copy to Owner's Advisor, stating the reasons for such action and the specific amount of the reduction, and promptly pay CMAR any amount remaining after deduction of the amount so withheld. Owner shall promptly pay CMAR the amount so withheld, or any adjustment thereto agreed to by Owner and CMAR, if CMAR remedies the reasons for such action. The reduction imposed will be binding on CMAR unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.02.D.1 and subject to interest as provided in the Agreement.

F. Where the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work, as measured by reference to the Schedule of Values, or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that CMAR prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price, if any, through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

15.03 CMAR's Warranty of Title

A. CMAR warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.04 Substantial Completion

A. When CMAR considers the entire Work ready for its intended use CMAR shall notify Owner's Advisor in writing that the entire Work is substantially complete and request that Owner's

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Advisor issue a certificate of Substantial Completion. CMAR shall at the same time submit to Owner's Advisor CMAR's proposed punch list of items to be completed or corrected before final payment.

B. Promptly after CMAR's notification, Owner, CMAR, Owner's Advisor, and Engineer will inspect the Work to determine the status of completion. If the Work is not determined to be substantially complete, Owner's Advisor will notify CMAR in writing, giving the reasons for the determination.

C. If the Work is deemed substantially complete, Owner's Advisor will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Owner's Advisor will attach to the certificate the Owner's Advisor's proposed punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Owner's Advisor as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Owner's Advisor, in consultation with Engineer, concludes that the Work is not substantially complete, Owner's Advisor will, within 14 days after submission of the preliminary certificate to Owner, notify CMAR in writing that the Work is not substantially complete, stating the reasons for the conclusion. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Owner's Advisor, in consultation with Engineer, concludes that the Work is substantially complete, then Owner's Advisor will, within said 14 days, execute and deliver to Owner and CMAR a final certificate of Substantial Completion, with a revised punch list of items to be completed or corrected, reflecting such changes from the preliminary certificate as Owner's Advisor believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and CMAR will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and CMAR agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the CMAR shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases CMAR may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude CMAR from the Site after the date of Substantial Completion subject to allowing CMAR reasonable access to remove its property and complete or correct items on the punch list.

15.05 Partial Use or Occupancy; Completion of Authorized Work

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Owner's Advisor, Engineer, and CMAR agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its

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intended purpose without significant interference with CMAR's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that CMAR permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when CMAR agrees that such part of the Work is substantially complete, CMAR, Owner, Owner's Advisor and Engineer will follow the procedures of Paragraph 15.04.A through 15.04.E for that part of the Work.

2. At any time, CMAR may notify Owner and Owner's Advisor in writing that CMAR considers any such part of the Work substantially complete and request Owner's Advisor to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, CMAR, Owner's Advisor and Engineer will inspect that part of the Work to determine its status of completion. If Owner's Advisor, in consultation with Engineer, does not consider that part of the Work to be substantially complete, Owner's Advisor will notify Owner and CMAR in writing, giving the reasons for its determination. If Owner's Advisor, in consultation with the Engineer, considers that part of the Work to be substantially complete, then for that part of the Work the provisions of Paragraph 15.04 will apply with respect to certification of Substantial Completion, the Division of responsibility, and access.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

5. Neither the organization of the Work into Work Packages, nor the authorization of specified parts of the Work in a Work Authorization, establishes (a) that such packages or parts of the Work have been identified in the Contract Documents or otherwise as a part of the Work that Owner may use or occupy upon completion, or (b) that any such Work constitutes a separately functioning and usable part of the Work that upon completion can be used by Owner for its intended purpose without significant interference with CMAR's performance of the remainder of the Work. The determination of whether any part of the Work qualifies for partial use or occupancy under this Paragraph 15.05 will be made on the merits without reference to Work Packages or Work Authorizations.

B. Substantial Completion of Authorized Work

1. When CMAR considers the entire Work authorized under a specific Work Authorization is ready for its intended use, CMAR shall notify Owner's Advisor in writing that such authorized Work is substantially complete and request that Owner's Advisor issue a certificate of Substantial Completion applicable solely to such authorized Work. CMAR shall at the same time submit to Owner's Advisor the CMAR's proposed punch list of items to be completed or corrected before such authorized Work is deemed complete.

2. CMAR, Owner, Owner's Advisor, and Engineer will follow the procedures of Paragraphs 15.04.A, B, C, E, and F for such authorized Work. The terms of Paragraph 15.04.D are not applicable to the determination of Substantial Completion of the Work authorized under a Work Authorization.

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3. Until Substantial Completion of the entire Work under this Contract under Paragraph 15.04, such authorized Work will not be eligible for Owner's use or occupancy, unless otherwise eligible for partial use or occupancy under Paragraph 15.05.A; the determination of a date of Substantial Completion for such authorized Work will not mark the commencement of the contractual correction period and applicable warranties required by the Contract for such authorized Work; and the authorized Work will remain the responsibility of CMAR.

15.06 Final Inspection

A. Upon written notice from CMAR that the entire Work or an agreed portion thereof is complete, Owner's Advisor will promptly make a final inspection with Owner, Engineer, and CMAR and will notify CMAR in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. CMAR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.07 Final Payment

A. Application for Final Payment

1. After Owner's Advisor, in consultation with Engineer, determines that CMAR has (a) satisfactorily completed all corrections identified during the final inspection, (b) has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents, as provided in Paragraph 7.15, and other documents, and (c) completed performance of all services required by the Contract, CMAR may make application for final payment.

2. The final Application for Payment must be accompanied, except as previously delivered by:

a. all documentation called for in the Contract Documents;

b. consent of the surety, if any, to final payment;

c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects or will so pass upon final payment;

d. a list of all duly pending Change Proposals and Claims; and

e. complete and legally effective releases or waivers, satisfactory to Owner, of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.07.A.2 and as approved by Owner, CMAR may furnish receipts or releases in full and an affidavit of CMAR that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CMAR may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at

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its option may issue joint checks payable to CMAR and specified Subcontractors and Suppliers.

B. Owner's Advisor's Review of Final Application and Recommendation of Payment—If, on the basis of Owner's Advisor's observation of the Work during construction and final inspection, consultation with Engineer regarding completion, and review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Owner's Advisor is satisfied that CMAR has completed the Work and fulfilled CMAR's other obligations under the Contract, Owner's Advisor will, within 10 days after receipt of the final Application for Payment, indicate in writing Owner's Advisor's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Owner's Advisor's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Owner's Advisor will return the Application for Payment to CMAR, indicating in writing the reasons for refusing to recommend final payment, in which case CMAR shall make the necessary corrections and complete the Work and all remaining services, and resubmit the Application for Payment.

C. Notice of Acceptability of the Work—In support of its recommendation of payment of the final Application for Payment, Owner's Advisor, with Engineer's express approval, will also give written notice to Owner and CMAR that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.08.

D. Completion of Work—The Work is complete, subject to surviving obligations, when it is ready for final payment as established by the Owner's Advisor's written recommendation of final payment and issuance of Notice of Acceptability of the Work.

E. Final Payment Becomes Due—Upon receipt from Owner's Advisor of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Owner's Advisor for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to CMAR within 30 days of Owner's receipt of the final Application for Payment from Owner's Advisor.

15.08 Waiver of Claims

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by CMAR, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by CMAR will constitute a waiver by CMAR of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim or appealed under the provisions of Article 17.

15.09 Correction Period

A. Scheduled Correction Period Inspection—Within one month before the end of the Contract's correction period, CMAR will participate in an inspection of the Work with the Owner, Owner's Advisor, and Engineer to ascertain whether any portion of the Work or the repair of

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any damage to the Site or adjacent areas is defective and therefore subject to correction by CMAR.

B. If within one year after the date of Substantial Completion, or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents, Owner gives CMAR written notice that any Work has been found to be defective, whether as a result of the scheduled correction period inspection or otherwise, or that CMAR's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect CMAR shall promptly, without cost to Owner and in accordance with Owner's written instructions:

   1. return to the Site with Owner, Owner's Advisor and Engineer to inspect any apparent or discovered defects in the Work, or unrepaired damage to the Site or adjacent areas;

   2. consult with Owner's Advisor and Engineer regarding recommendations as to replacement or correction of such defective Work, or the repair of any damage;

   3. correct the defective repairs to the Site or such adjacent areas;

   4. correct such defective Work;

   5. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and

   6. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

C. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.20.B.

D. If, after receipt of a notice of defect within 60 days and within the correction period, CMAR does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. CMAR shall pay all costs, losses, and damages, including but not limited to all fees and charges of construction managers, engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or relating to such correction or repair or such removal and replacement, including but not limited to all costs of repair or replacement of work of others. CMAR's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

E. In special circumstances where a particular Item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that Item may start to run from an earlier date if so provided in the Specifications.

F. Where defective Work, and damage to other Work resulting therefrom, has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

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G. CMAR's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION AND TERMINATION

16.01 Owner May Suspend CMAR Services or Work

A. At any time and without cause, Owner may suspend the CMAR Services or the Work, or any portion thereof, for a period of not more than 90 consecutive days by written notice to CMAR and Owner's Advisor. Such notice will fix the date on which CMAR Services or Work will be resumed. CMAR shall resume the CMAR Services or Work on the date so fixed. CMAR shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. With respect to a suspension of the Work, any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 Owner May Terminate for Cause

A. The occurrence of any one or more of the following events will constitute a default by CMAR and justify termination for cause:

1. CMAR's persistent failure to perform the Work in accordance with the Contract Documents, including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule;

2. Failure of CMAR to perform or otherwise to comply with a material term of the Contract Documents;

3. CMAR's disregard of Laws or Regulations of any public body having jurisdiction; or

4. CMAR's repeated disregard of the authority of Owner, Owner's Advisor or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving CMAR and any surety 10 days' written notice that Owner is considering a declaration that CMAR is in default and termination of the Contract, Owner may proceed to:

1. declare CMAR to be in default, and give CMAR, and any surety, written notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude CMAR from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid CMAR but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if CMAR within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, CMAR shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and

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damages, including but not limited to all fees and charges of Owner's Advisors, engineers, architects, attorneys, and other professionals, sustained by Owner, such excess will be paid to CMAR. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, CMAR shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Owner's Advisor as to their reasonableness and, when so approved by Owner's Advisor, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where CMAR's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against CMAR then existing or which may thereafter accrue, or any rights or remedies of Owner against CMAR or any surety under any payment bond or performance bond. Any retention or payment of money due CMAR by Owner will not release CMAR from liability.

G. If and to the extent that CMAR has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 Owner May Terminate for Convenience

A. Upon 7 days' written notice to CMAR and Owner's Advisor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, CMAR shall be paid for without duplication of any items:

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. CMAR shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 CMAR May Stop Work or Terminate

A. If, through no act or fault of CMAR, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner's Advisor fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay CMAR any sum finally determined to be due, then CMAR may, upon 7 days' written notice to Owner and Owner's Advisor, and provided Owner or Owner's Advisor do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Owner's Advisor has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay CMAR any sum finally determined to be due, CMAR may, 7 days after written notice to Owner and Owner's Advisor, stop the Work

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until payment is made of all such amounts due CMAR, including interest thereon. The provisions of this paragraph are not intended to preclude CMAR from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CMAR's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

A. Disputes Subject to Final Resolution—The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and

2. Disputes between Owner and CMAR concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. Final Resolution of Disputes—For any dispute subject to resolution under this article, Owner or CMAR may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 Giving Notice

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Owner's Advisor, CMAR, or Engineer when required, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 Computation of Times

A. When any period is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

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18.03 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 Limitation of Damages

A. With respect to Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner, Owner's Advisor, nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to CMAR for any claims, costs, losses, or damages sustained by CMAR on or in connection with any other project or anticipated project.

18.05 No Waiver

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of CMAR.

18.07 Controlling Law

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 Assignment of Contract

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent, except to the extent that the effect of this restriction may be limited by law, and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 Successors and Assigns

A. Owner and CMAR each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 Headings

A. Article and Paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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ATTACHMENT D

SUPPLEMENTARY CONDITIONS OF THE
CONSTRUCTION MANAGER / GENERAL CONTRACTOR CONTRACT

These Supplementary Conditions amend or supplement Section 00 70 00, Standard General Conditions of the Construction Manager / General Contractor Contract (2023). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added: for example, “Paragraph SC-4.05” references modifications to General Conditions Paragraph 4.05.

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

SC 1.01 Delete Paragraph 1.01.A.11 in its entirety and insert the following in its place:

11. Construction Manager at Risk (CMAR)—The entity that has entered into the Contract with Owner. Under the Contract the CMAR will provide CMAR Services and construct the Work set out in the Drawings and Specifications, as duly authorized, using the Construction Manager at Risk project delivery method. These contract documents refer to the Construction Manager at Risk (CMAR) as Construction Manager / General Contractor (CM / GC) throughout except for Section 00 70 00, General Conditions that are not modified.

ARTICLE 2—PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

SC-2.01 Delete Paragraph 2.01.C. in its entirety.

2.02 Copies of Documents

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

“Owner shall furnish to CM / GC **zero (0)** printed copies of the Contract Documents, including one fully signed counterpart of the Agreement, and **one (1) copy** electronic portable document format (PDF).”

2.03 Electronic Transmittals

SC-2.03 Delete Paragraphs 2.03.B and 2.03.C in their entirety and insert the following in their place:

B. Electronic Documents Protocol—The parties shall conform to the following provisions in Paragraphs 2.03.B and 2.03.C, together referred to as the Electronic Documents Protocol (EDP or Protocol) for exchange of electronic transmittals.

1. Basic Requirements

    a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.

    b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.

    c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.

    d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with OA. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.

    e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.

    f. Nothing herein negates any obligation (1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; (2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or (3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.

2. System Infrastructure for Electronic Document Exchange

    a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.

        1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is **35** MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.

        2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating,

updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.

b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.

c. Each party will operate and maintain industry-standard, industry-accepted, ISO standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, ransomware, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.

d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to CM / GC, not reasonably anticipated under the original EDP, CM / GC may seek an adjustment in price or time under the appropriate process in the Contract.

e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.

f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.

g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

h. The Owner will operate a project information management system (also referred to in this EDP as "Project Website") for use of Owner, OA, Engineer, and CM / GC during the Project for exchange and storage of Project-related communications

and information. Except as otherwise provided in this EDP or the General Conditions, use of the Project Website by the parties as described in this Paragraph will be mandatory for exchange of Project documents, communications, submittals, and other Project-related information. The following conditions and standards will govern use of the Project Website:

1) Describe the period of time during which the Project Website will be operated and be available for reliance by the parties;

2) Provide any minimum system infrastructure, software licensing and security standards for access to and use of the Project Website;

3) Describe the types and extent of services to be provided at the Project Website, such as large file transfer, email, communication, and document archives, etc.; and

4) Include any other Project Website attributes that may be pertinent to CM / GC's use of the facility and pricing of such use.

C. Software Requirements for Electronic Document Exchange; Limitations

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party, and if relevant from third parties, using the software formats required in this section of the EDP.

a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.

2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.

3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Exhibit A to this EDP, including software versions, if listed.

SC-2.03 Supplement Paragraph 2.03 of the General Conditions by adding the following paragraph:

D. Requests by CM / GC for Electronic Documents in Other Formats

1. Release of any Electronic Document versions of the Project design documents in formats other than those identified in the Electronic Documents Protocol, if any, or elsewhere in the Contract will be at the sole discretion of the Owner.

2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project design documents and other Project information requested by CM / GC (Request) in formats other than those identified in the Electronic Documents Protocol, if any, or elsewhere in the Contract will be subject

to the provisions of the Owner's response to the Request, and to the following conditions to which CM / GC agrees:

a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer's purposes solely and is being provided to CM / GC on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, CM / GC is advised and acknowledges that the content may not be suitable for CM / GC's application or may require substantial modification and independent verification by CM / GC. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.

b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to CM / GC under the request are only for convenience of CM / GC. Any conclusion or information obtained or derived from such data will be at the CM / GC's sole risk and the CM / GC waives any claims against Engineer or Owner arising from use of data in Electronic Documents covered by the Request.

c. CM / GC shall indemnify and hold harmless Owner, OA, and Engineer and their subconsultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from CM / GC's use, adaptation, or distribution of any Electronic Documents provided under the Request.

d. CM / GC agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information, in source or modified file format, to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the Request and is limited to CM / GC's subcontractors. CM / GC warrants that subsequent use by CM / GC's subcontractors complies with all terms of the Contract Documents and Owner's response to Request.

3. In the event that Owner elects to provide or directs the Engineer to provide to CM / GC any CM / GC-requested Electronic Document versions of Project information that is not explicitly identified in the Contract Documents as being available to CM / GC, the Owner shall be reimbursed by CM / GC on an hourly basis at $**[specify amount]** per hour for any engineering costs necessary to create or otherwise prepare the data in a manner deemed appropriate by Engineer.

ARTICLE 5—BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.C:

1. Required Performance Bond Form—The performance bond that CM / GC furnishes will be in the form of EJCDC® C-610, Performance Bond (2018).

2. Required Payment Bond Form—The payment bond that CM / GC furnishes will be in the form of EJCDC® C-615, Payment Bond (2018).

6.02 Insurance—General Provisions

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. CM / GC may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

6.03 CM / GC's Insurance

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

D. Other Additional Insureds—As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds, in addition to Owner, Owner's Advisor, and Engineer, the following: **[Here list by legal name (not category, role, or classification) other persons or entities to be included as additional insureds. See GC-6.03.C.]**

E. Workers' Compensation and Employer's Liability—CM / GC shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation, from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions.

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Jones Act (if applicable)	
Bodily injury by accident—each accident	$1,500,000
Bodily injury by disease—aggregate	$3,000,000
Employer's Liability	
Each accident	$1,000,000
Each employee	1,000,000
Policy limit	2,000,000

F. Commercial General Liability—Claims Covered—CM / GC shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of CM / GC, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than CM / GC's employees,
2. damages insured by reasonably available personal injury liability coverage, and
3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

G. Commercial General Liability—Form and Content. CM / GC's commercial liability policy must be written in a 1996, or later, Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.
    a. Such insurance must be maintained for three years after final payment.
    b. CM / GC shall furnish Owner and each other additional insured, as identified in the Supplementary Conditions or elsewhere in the Contract, evidence of continuation of such insurance at final payment and three years thereafter.
2. Blanket contractual liability coverage, including but not limited to coverage of CM / GC's contractual indemnity obligations in Paragraph 7.21.
3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
4. Underground, explosion, and collapse coverage.
5. Personal injury coverage.
6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through both ISO Endorsements CG 20 10 04 13 and CG 20 37 04 13. For design professional additional insureds, ISO Endorsement CG 20 32 04 13 "Additional Insured: Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

H. Commercial General Liability—Excluded Content. The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

1. Any modification of the standard ISO definition of "insured contract," except to delete the railroad protective liability exclusion if CM / GC is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property.
2. Any exclusion for water intrusion or water damage.
3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
4. Any exclusion of coverage relating to earth subsidence or movement.
5. Any exclusion for the CM / GC's vicarious liability, strict liability, or statutory liability, other than worker's compensation.
6. Any limitation or exclusion based on the nature of CM / GC's work.
7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. Commercial General Liability—Minimum Policy Limits

Commercial General Liability	Policy limits of not less than:
General Aggregate	$3,000,000
Products—Completed Operations Aggregate	$3,000,000
Personal and Advertising Injury	$1,500,000
Bodily Injury and Property Damage—Each Occurrence	$1,500,000

J. Automobile Liability—CM / GC shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than
Bodily Injury	
Each Person	$1,500,000
Each Accident	$1,500,000
Property Damage	
Each Accident	$1,500,000
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$3,000,000

K. Contractor's Pollution Liability Insurance—CM / GC shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from CM / GC's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	$1,500,000
General Aggregate	$3,000,000

L. Contractor's Professional Liability Insurance—CM / GC shall purchase and maintain professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by CM / GC or by others for whom CM / GC is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	Policy limits of not less than:
Each Claim	$1,500,000
Annual Aggregate	$3,000,000

5.04 Builder's Risk and Other Property Insurance

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

F. Builder's Risk Requirements—The builder's risk insurance must:

1. be written on a builder's risk "all risk" policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following perils: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage, other than that caused by flood.

    a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.

    b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and CM / GC.

2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

3. cover expenses incurred in the repair or replacement of any insured property, including but not limited to fees and charges of contractors, owners representatives, engineers, and architects.

4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site, but not including property stored at the premises of a manufacturer or Supplier.

5. extend to cover damage or loss to insured property while in transit.

6. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.

7. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.

8. include performance/hot testing and start-up, if applicable.

9. be maintained in effect until the Work is complete, as set forth in Paragraph 15.07.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.

10. include as named insureds the Owner, CM / GC, Subcontractors of every tier, and any other individuals or entities required by this Contract to be insured under such builder's risk policy. For purposes of Paragraphs 6.04, 6.05, and 6.06 of the General Conditions, and this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as "insureds." In addition to Owner, CM / GC, and Subcontractors of every tier, include as insureds the following:

    a. **Advanced Engineering and Environmental Services, LLC**

       1288 N 14th Ave Ste 103

       Bozeman, MT 59714

       406-219-2633

11. include, in addition to the Guaranteed Maximum Price amount, the value of the following equipment and materials to be installed by the CM / GC but furnished by the Owner or third parties:

    a. **Membrane Filtration System**

       1) It is anticipated that the contract will be assigned to CM / GC after approval of shop drawings.

12. If debris removal in connection with repair or replacement of insured property is subject to a coverage sublimit, such sublimit will be a minimum of $**750,000**.

13. The party responsible for purchasing and maintaining the builder's risk insurance is responsible for insurable losses in excess of the coverage limits. To avoid such losses, such responsible party will:

    a. when purchasing the builder's risk policy obtain an "escalation costs" coverage extension of **5%** of the replacement cost limit, to increase the policy limit if the project value increases.

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provision:

G. Coverage for Completion Delays—The builder's risk policy will include, for the benefit of Owner, loss of revenue and soft cost coverage for losses arising from delays in completion that result from covered physical loss or damage to covered property. Such coverage will include, without limitation, fixed expenses, and debt service for a minimum of 12 months with a maximum deductible of 30 days, compensation for loss of net revenues, rental costs, and attorneys' fees and construction management, engineering, or other consultants' fees, if not otherwise covered.

SC6.05 Delete paragraph 6.05.B in its entirety.

Article 1— CM / GC's Responsibilities

5.06 Labor; Working Hours

SC-7.06 Add the following new subparagraphs immediately after Paragraph 7.06.D:

1. Regular working hours will be **8 am to 7 pm.**
2. Owner's legal holidays are **New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, State General Election Day (even numbered years), Good Friday (3pm – 5 pm).**

SC-7.06 Amend the first and second sentences of Paragraph 7.06.D to state "…all Work at the Site must be performed during regular working hours, **as defined by Owner.** CM / GC will not perform Work on a **Saturday, Sunday** or any legal holiday without permission from Owner."

7.13 Taxes

SC-7.13 Add a new paragraph immediately after Paragraph 7.13.A:

B. Owner is exempt from payment of sales and compensating use taxes of the State of Utah and of cities and counties thereof on all materials to be incorporated into the Work.

1. Owner will furnish the required certificates of tax exemption to CM / GC for use in the purchase of supplies and materials to be incorporated into the Work.
2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by CM / GC, or to supplies or materials not incorporated into the Work.

ARTICLE 8—OTHER WORK AT THE SITE

No suggested Supplementary Conditions in this Article.

ARTICLE 9—OWNER'S RESPONSIBILITIES

No suggested Supplementary Conditions in this Article.

ARTICLE 10—STATUS OF OWNER'S ADVISOR AND ENGINEER DURING CONSTRUCTION

10.03 *Resident Project Representative*

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:
   1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings

(but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
3. *Liaison:*
    a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
    b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's On-Site operations.
    c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.
4. *Review of Work; Defective Work:*
    a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
    b. Observe whether any Work in place appears to be defective.
    c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
5. *Inspections and Tests:*
    a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
    b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
6. *Payment Requests:* Review Applications for Payment with Contractor.
7. *Completion*
    a. Participate in Engineer's visits regarding Substantial Completion.
    b. Assist in the preparation of a punch list of items to be completed or corrected.
    c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
    d. Observe whether items on the final punch list have been completed or corrected.

CI. The RPR will not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11—CHANGES TO THE CONTRACT

SC-11.02.C – Add new paragraph immediately after Paragraph 11.02.B:

C. If applicable, the Engineer or Owner shall contact the Agency for concurrence on each Change Order prior to issuance. All Contract Change Orders must be concurred on (signed) by Agency before they are effective.

SC-11.03.A.2 – Add new Paragraph 11.03.B immediately after Paragraph 11.03.A

B. The Engineer or Owner shall contact the Agency for concurrence on each Work Change Directive prior to issuance. Once authorized by Owner, a copy of each Work Change Directive shall be provided by Engineer to the Agency.

SC-11.09.B.2.c – Add new paragraph immediately after Paragraph 11.09.B.2.b:

c. Change orders involving materials subject to American Iron and Steel requirements shall include supporting data (name of Manufacturer, city and state where the product was manufactured, description of product, signature of authorized Manufacturer's representative) in the Manufacturer's Certification Letter, as applicable.

ARTICLE 12—CLAIMS

No suggested Supplementary Conditions in this Article.

ARTICLE 13—ALLOWANCES; UNIT PRICE WORK

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. Adjustments in Unit Price

1. CM / GC or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
   a. the extended price of a particular item of Unit Price Work amounts to 25% percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by CM / GC differs by more than 25% percent from the estimated quantity of such item indicated in the Agreement; and
   b. CM / GC's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in CM / GC's costs to perform such

other Work, such that the resulting overall change in Contract Price is equitable to Owner and CM / GC.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

No suggested Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CM / GC; SET OFFS; COMPLETION; CORRECTION PERIOD

15.02.D Payment Becomes Due

SC-15.02.D Delete Paragraph 15.02.D of the General Conditions and substitute the following in its place:

D. Payment Becomes Due

1. Thirty days after Owner's Advisor's presentation of the Application for Payment to Owner with Owner's Advisor's recommendation, the amount recommended, subject to any Owner set-offs, will become due, and when due will be paid by Owner to CM / GC.

15.04 Substantial Completion

SC-15.04 Add the following to the end of Paragraph 15.04.B:

"If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by OA and Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by CM / GC to Owner. If CM / GC does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15."

ARTICLE 16—SUSPENSION AND TERMINATION

No suggested Supplementary Conditions in this Article.

ARTICLE 17—MISCELLANEOUS

18.08 Assignment of Contract

SC-18.08 Add the following new paragraph immediately after Paragraph 18.08.A:

B. The contract dated **[date]** between Owner as "buyer" and **MFS Equipment Supplier** as "seller" for procurement of goods and special services (procurement contract) **will be** assigned to CM / GC by Owner, and CM / GC **will accept** such assignment. A form documenting the assignment is attached as an exhibit to this Contract.

1. This assignment will occur on the **[Effective Date of the Contract]** and will relieve the Owner as "buyer" from all further obligations and liabilities under the procurement contract.

2. Upon assignment, the "seller" will be a Subcontractor or Supplier of the CM / GC, and CM / GC will be responsible for seller's performance, acts, and omissions, as set forth in

Paragraph 7.07 of the General Conditions just as CM / GC is responsible for all other Subcontractors and Suppliers.

3. Notwithstanding this assignment, all performance guarantees and warranties required by the procurement contract will continue to run for the benefit of the Owner and, in addition, for the benefit of the CM / GC.

4. Except as noted in the procurement contract, all rights, duties, and obligations of OA and Engineer to “buyer” and “seller” under the procurement contract will cease **[upon the assignment to CM / GC]**.

EXHIBIT A—SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
1	General communications, transmittal covers, meeting notices and responses to general information requests for which there is no specific prescribed form.	Email	Email	
2	Meeting agendas, meeting minutes, RFI's and responses to RFI's, and Contract forms.	Email w/ Attachment	PDF	(2)
3	CM / GCs Submittals (Shop Drawings, "or equal" requests, substitution requests, documentation accompanying Sample submittals and other submittals) to OA and OA's responses to CM / GC's Submittals, Shop Drawings, correspondence, and Applications for Payment.	Email w/ Attachment	PDF	
4	Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from CM / GC to Owner or OA and for responses from OA to CM / GC regarding Submittals.	Email w/ Attachment or LFE	PDF	
5	Layouts and drawings to be submitted to Owner for future use and modification.	Email w/ Attachment or LFE	DWG	
6	Correspondence, reports, and Specifications to be submitted to Owner for future word processing use and modification.	Email w/ Attachment or LFE	DOC	
7	Spreadsheets and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	EXC	
8	Database files and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	DB	

Notes	
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents.
(2)	Transmittal of written notices is governed by Paragraph 18.01 of the General Conditions.

Key	
Email	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive)
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version **[number]** or later
DWG	Autodesk® AutoCAD .dwg format Version **[number]**
DOC	Microsoft® Word .docx format Version **[number]**
EXC	Microsoft® Excel .xlsx or .xml format Version **[number]**
DB	Microsoft® Access .accdb format Version **[number]**

ATTACHMENT E

AGREEMENT BETWEEN OWNER AND
CONSTRUCTION MANAGER / GENERAL CONTRACTOR

This Agreement is by and between **Eagle Mountain City, Utah** ("Owner") and **[Name of Construction Manager / General Contractor]** ("Construction Manager / General Contractor" or "CM/GC").

Terms used in this Agreement have the meanings stated herein and in the General Conditions and the Supplementary Conditions.

Owner and CM/GC hereby agree as follows:

ARTICLE 1—THE PROJECT

1.01 The Project, of which the CM/GC Services and the Work under the Contract Documents are a part, is generally described as follows:

2025 EMC 6 MGD MBR Wastewater Expansion

Owner's Project No. EMC-FY26-02

Engineer's Project No. P13139-2023-002

ARTICLE 2—OWNER'S ADVISOR AND ENGINEER; OWNER'S PROJECT TEAM

2.01 The Owner has retained **Advanced Engineering and Environmental Services, LLC (AE2S)** (Owner's Advisor or OA) to act as Owner's representative, assume all duties and responsibilities of advisor to Owner and construction contract administrator on behalf of Owner, and have the rights and authority assigned to Owner's Advisor in the Contract.

2.02 The Owner has retained **Advanced Engineering and Environmental Services, LLC (AE2S)** (Engineer) to design the Project, to assume all duties and responsibilities of Engineer during the construction of the Project, and to have the rights and authority assigned to Engineer in the CM/GC Contract.

ARTICLE 3—CM/GC SERVICES

3.01 Scope of CM/GC Services

A. CM/GC will perform the CM/GC Services set forth in Exhibit A, Scope of CM/GC Services, as authorized, and other specified CM/GC Services as expressly set forth in a Contract Amendment. Services rendered by CM/GC to meet its general construction and management obligations are not CM/GC Services, and are not compensated as CM/GC Services, unless expressly designated as such.

B. CM/GC Services are categorized in Exhibit A as Basic Preconstruction Services; Additional Preconstruction Services; Basic Procurement Services; Additional Procurement Services; and Special Services.

C. In Exhibit A and in scope of CM/GC Services provisions in Contract Amendments, imperative sentences with respect to the performance of services are directives to CM/GC, unless expressly indicated otherwise.

3.02 Basic Services, Additional Services, and Special Services

A. Basic Services are CM/GC Services (categorized as Preconstruction or Procurement) that are identified as Basic Services in Exhibit A.

B. In addition to Basic Services, CM/GC shall provide specific Additional Preconstruction Services and Additional Procurement Services within the scope set forth in Exhibit A, if Owner authorizes CM/GC to do so. Owner or Owner's Advisor will authorize the specified Additional Services in a Contract Amendment. The Contract Amendment will describe the tasks to be performed, the compensation to be paid, the time for performance, the deliverables to be provided, and other applicable terms, if any. If a specific Additional Service has been priced during the CM/GC selection process, such price will be binding on CM/GC and Owner unless modified by mutual agreement.

C. In addition to the services identified as Basic Services and Additional Services, after the Effective Date of the Contract the Owner and CM/GC may identify Project-related services that were not contemplated at the time the Agreement was executed, are necessary to the Project, and should be added to the scope of CM/GC Services. If Owner and CM/GC mutually agree, a Contract Amendment will be issued that specifies the scope of such Special Services, the compensation to be paid, the time for performance, the deliverables to be provided, and other applicable terms. Any amount included in the Agreement for Special Services will serve as the Owner's contingency for Special Services, if authorized by the Owner.

3.03 Authorization to Provide CM/GC Services

A. CM/GC is authorized by the execution of this Agreement to begin providing Basic Preconstruction Services set forth in Article 1 in Exhibit A, Scope of CM/GC Services, as of the Effective Date of the Contract.

B. CM/GC shall provide Basic Procurement Services set forth in Article 3 in Exhibit A, Scope of CM/GC Services, upon receipt of notice to commence such services from Owner or the Owner's Advisor, or in a Contract Amendment establishing the scope and compensation for Procurement Services.

C. All other CM/GC Services, including Additional Preconstruction Services, Additional Procurement Services, and Special Services, if any, must be authorized by Owner or Owner's Advisor.

3.04 Compensation for Basic CM/GC Services

A. Basic Preconstruction Services—Owner will compensate CM/GC for Basic Preconstruction Services, provided per Article 1, Exhibit A—Scope of Work for CM/GC Services, the lump sum (stipulated price) for the Price for CM/GC Basic Preconstruction Services shown in Exhibit B Table 1, Compensation for CM/GC Services.

B. Basic Procurement Services—Owner will compensate CM/GC for CM/GC Procurement Services, provided per Article 3, Exhibit A—Scope of Work for CM/GC Services, the lump sum (stipulated price) for the Price for CM/GC Basic Procurement Services shown in Exhibit B Table 1, Compensation for CM/GC Services.

3.05 Compensation for Additional CM/GC Services

A. For Additional Preconstruction Services and Additional Procurement Services, Owner will compensate CM/GC for each hour earned at the Billing Rates shown in Exhibit B—Table 4, Compensation for CM/GC Services.

3.06 Compensation for Special Services

A. Owner will compensate CM/GC for Special Services pursuant to the specific compensation terms in the Contract Amendment establishing and authorizing such Special Services.

3.07 Payment for CM/GC Services

A. Preparation and Submittal of Invoices

1. CM/GC will prepare and submit invoices for CM/GC Services to Owner's Advisor on a monthly basis in a format acceptable to Owner's Advisor.

2. CM/GC may not submit invoices and is not entitled to compensation for Additional Services or Special Services unless Owner has authorized such services through execution of a Contract Amendment.

3. CM/GC will provide documentation acceptable to the Owner to allow Owner to verify CM/GC's charges included in invoices.

B. Payments

1. Payment for CM/GC Services compensated on a Lump Sum (stipulated price) basis:

a. The Lump Sum amount includes compensation for CM/GC's services, and services of CM/GC Subconsultants, if any. Appropriate amounts are to be incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses, and other cost.

b. The amount invoiced each billing period will be based on the CM/GC's estimate of the percentage of the total CM/GC Services completed during the billing period.

c. The compensation paid to CM/GC for Basic Services will not exceed the Lump Sum amount unless duly authorized by a Contract Amendment.

C. Time of Payment

1. Owner will make payments for CM/GC Services within **30** days after receiving an approved invoice from the Owner's Advisor.

2. If Owner fails to make any payment due CM/GC for CM/GC Services within 30 days after receipt of CM/GC's invoice, then:

a. Amounts due CM/GC will be increased at the rate of 1.0% per month, or the maximum rate of interest permitted by law, if less, from said thirtieth day; and

b. CM/GC may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid all amounts due for services, expenses, and other related charges in full. Owner waives any and all claims against CM/GC for this suspension.

3. Owner may withhold only the contested portions of an invoice and must pay the undisputed portion of the invoice.

D. Compensation for CM/GC Services discussed in Article 3 is not compensation for the Work and is not included in the GMP. No retainage will be withheld from payments of CM/GC Services; however, such payments are subject to the set-off provisions in General Conditions Article 15.

ARTICLE 4—COMPENSATION FOR PERFORMANCE AND COMPLETION OF THE WORK

4.01 Owner shall compensate CM/GC for performance and completion of the Work in accordance with the Contract Documents. Payment for Work will consist of the following:

A. Payment for Construction Support Costs in accordance with Article 5, and as set forth in Exhibit B Table 1;

B. Payment for Cost of the Work as provided in Article 6; and

C. Payment of a CM/GC Fee as set forth in Article 7 and in Exhibit B Table 1.

4.02 This Agreement establishes a CM/GC Contingency Allowance for use in paying for unforeseen costs as set forth in Article 8.

4.03 The amounts for CM/GC's compensation summarized in Paragraph 4.01 are subject to additions and deletions as provided in the Contract, up to limitations established in the Guaranteed Maximum Price (GMP) as provided in Article 11.

ARTICLE 5—CONSTRUCTION SUPPORT COSTS

5.01 Construction Support Costs

A. Construction Support Costs (field overhead or "general conditions" costs) are those costs associated with and in support of construction that are not directly related to specific construction activities. Construction Support Costs are not compensable as Cost of the Work and must not be included by CM/GC in proposed Work Authorizations submitted to the Owner for approval and issuance. Construction Support Costs include without limitation:

1. CM/GC project management costs, including project managers, superintendents, field engineering staff, and clerical support located at the Site;
2. Management of Subcontractors and Suppliers;
3. Management of delegated professional design services, if any;
4. Costs associated with safety programs, including safety managers and safety representatives;
5. Quality management not specifically designated to be covered in a Work Authorization;
6. Costs associated with obtaining permits, or paying patent fees or royalties, if not specifically designated to be covered in a Work Authorization;
7. Costs for permit inspections, and other inspections required by Laws and Regulations not specifically designated to be covered in a Work Authorization;
8. Compliance with Laws and Regulations;
9. Taxes, other than those specifically designated to be covered in a Work Authorization;

10. Contract administration costs, including costs for:
    a. Meetings, reporting, notifications, and other communications and coordination,
    b. Document management,
    c. Submittals, record data, and other documentation,
    d. Creating and maintaining Project schedules per Article 4 of the General Conditions,
    e. Changes to the CM/GC Contract per Article 11 of the General Conditions,
    f. Applications for Payment per Article 15 of the General Conditions,
    g. Maintenance of Record Documents, and
    h. Other contract administration costs included in the Contract Documents;
11. Performance, payment, and warranty bonds, if any, provided to cover the construction of the entire Project;
12. General insurance costs, excluding Builder's Risk or other coverage that applies specifically to Work and specifically designated to be covered in a Work Authorization, and Worker's Compensation Insurance which is to be included in payroll cost per Paragraph 6.02.A.1;
13. Costs associated with CM/GC temporary facilities and temporary infrastructure at the Site;
14. The cost of purchasing, renting, or furnishing small tools and hand tools. These are defined as any tool or equipment whose current price, if purchased new at retail would be less than **$1,000**;
15. Costs for site maintenance, storage of materials, waste disposal, environmental controls, management of water, protection of site and adjacent property, cleaning during construction and final cleaning;
16. Costs associated with startup and commissioning of the Work, including training of Owner's personnel, temporary operation of facilities by the CM/GC; and performance acceptance testing, if any;
17. Costs associated with substantial completion, partial utilization, and final completion; and
18. Costs associated with general warranty, guarantees and correction of defective work during the Correction Period.

B. The organization of the Work into Work Packages will not result in changes to the CM/GC's compensation for Construction Support Costs.

5.02 Fixed Construction Support Costs

A. Fixed Construction Support Costs are those costs which are not time sensitive and will not increase if the performance of the Work extends beyond the Construction Period designated for Substantial Completion of the Work described in Article 13. The amount for Fixed Construction Support Cost is shown in Exhibit B, Table 2–Basis of Compensation for Fixed Construction Support Costs.

5.03 Time-Sensitive Construction Support Costs

A. Time-Sensitive Construction Support Costs are those costs which will increase if the performance of the Work extends beyond the Construction Period designated for Substantial Completion described in Article 13. The amount for Time-Sensitive Construction Support Costs based on the Construction Period is shown in Exhibit B, Table 3–Basis of Compensation for Time-Sensitive Construction Support Costs.

B. The Construction Support Costs Extended Rate is determined by dividing the Time-Sensitive Construction Support Costs by the projected number of days in the Construction Period. CM/GC will be entitled to additional compensation for Time-Sensitive Construction Support Costs at the Construction Support Extended Rate shown in Exhibit B, Table 3–Basis of Compensation for Time-Sensitive Construction Support Cost if the extended time is associated with a compensable delay under the provisions of the General Conditions.

5.04 Changes in Construction Support Costs

A. Owner and CM/GC acknowledge that the Construction Support Costs stipulated amounts set forth in this Agreement's Exhibit B, Table 1, lines 7, 8, and 9 (Construction Support Costs Contract Amounts) and the Construction Support Costs Extended Rate (determined as set forth in Paragraph 5.03.B) are approximations of actual costs intended to liquidate and stipulate CM/GC's compensation for Construction Support Costs, encourage efficiency and cost control, and reduce Owner's and CM/GC's administrative and accounting effort. The Construction Support Costs Contract Amounts and the Construction Support Costs Extended Rate will not be increased except in cases in which CM/GC demonstrates:

1. An excessive and unanticipated increase in Construction Support Costs resulting from scope changes in the Work or other causes directly attributable to Owner; and

2. Such increase in costs has not otherwise been compensated in a Work Authorization, Contract Amendment, or Change Order.

5.05 Compensation for Construction Support Costs

A. Payments for Fixed Construction Support Costs will be made in equal monthly increments determined by dividing the Fixed Construction Support Costs Contract Amount by the projected number of months in the Construction Period. No payment will be made for Fixed Construction Support Costs in excess of the Fixed Construction Support Costs Contract Amount unless this Amount is adjusted in accordance with provisions in Paragraph 5.04.

B. Payments for Time-Sensitive Construction Support Costs will be made in equal monthly increments determined by dividing the Time-Sensitive Construction Support Costs Contract Amount by the projected number of months in the Construction Period. No payment will be made for Time-Sensitive Construction Support Costs in excess of the Time-Sensitive Construction Support Contract Amount unless this Amount is adjusted in accordance with provisions in Paragraph 5.04.

C. Payments will be made for Time-Sensitive Construction Support Costs associated with compensable delays under the provisions of the General Conditions at the Construction Support Costs Extended Rate as described in Paragraph 5.03.B.

ARTICLE 6—COST OF THE WORK

6.01 Purposes for Determination of Cost of the Work

A. The term Cost of the Work is defined in the General Conditions, Article 1, as the sum of eligible costs incurred by CM/GC for the performance of the Work, as allowed by the Cost of the Work provisions set forth in the Agreement; such provisions are set forth in this Article 6. Cost of the Work is determined for each Work Authorization, subject to any limits described in this Article. The provisions of this Article are used for two distinct purposes:

1. To determine Cost of the Work for purposes of CM/GC's base compensation for construction under this Contract; or

2. When needed to determine the value of a Change Proposal, Change Order, Claim, set-off, or other adjustment to the Guaranteed Maximum Price. When the value of any such adjustment is determined based on Cost of the Work, CM/GC is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. For purposes of determining CM/GC's base compensation, Cost of the Work applies only to Work that has been duly authorized in a Work Authorization.

C. The Cost of the Work will include only those items identified in Paragraph 6.02.

6.02 Cost of the Work

A. Payroll Cost—Payroll costs for employees in the direct employ of CM/GC performing Work described in Work Authorizations, and excluding those efforts covered in Construction Support costs per Paragraph 5.01. Payroll costs will be based on actual amounts paid as indicated on Certified Payroll reports. Payroll costs are to include salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation insurance, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturdays, Sundays, or legal holidays, will be included in the above to the extent authorized by Owner.

B. Incorporated Equipment and Material Cost—Cost of all materials and equipment furnished or incorporated in the Work, including costs for transportation and storage prior to delivery to the site. Cost for proper storage at the Site is to be included in Construction Support Cost per Paragraph 5.01. Cost for equipment is to include Suppliers' services for submittals, factory and field testing and inspections, installation checks, start-up assistance, and training, if any. All cash discounts accrue to CM/GC unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and CM/GC shall make provisions so that they may be obtained.

C. Consumable Equipment and Material Cost—Cost, including transportation and maintenance, of all materials, supplies, equipment, tools, and machinery at the Site, which are consumed in the performance of the Work, less market value of such items used but not consumed which remain the property of CM/GC. In establishing costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or

salvage value of such items, whichever is less. CM/GC will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such items.

D. Subcontractor Cost–Payments made by CM/GC to Subcontractors for Work performed by Subcontractors. CM/GC shall obtain competitive bids from subcontractors acceptable to Owner and CM/GC and shall deliver such bids to Owner, which will then determine, with the advice of Owner's Advisor, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as CM/GC's Cost of the Work and fee as provided in this Article 6.

E. Construction Equipment Cost—Cost of providing construction equipment and machinery to construct the Work described in the Work Authorization.

1. Include all the costs for transporting, loading, unloading, assembly, dismantling, and removal of the equipment and machinery with Consumable Equipment and Material Cost per Paragraph 6.02.C.

2. Construction equipment and machinery cost will be billed at rates approved by the Owner's Advisor as part of each Work Authorization.

a. All operating costs will include costs for fuel, maintenance, parts, and associated labor. Billing rates for equipment fueling and maintenance do not include payroll costs for equipment operators, which will be included in Payroll cost per Paragraph 6.02.A.

b. Costs for equipment and machinery owned by CM/GC or a Subcontractor cannot exceed the rates shown for equipment in the EquipmentWatch Cost Recovery Rental Rate Blue Book, (https://equipmentwatch.com/blue-book-cost-recovery) An hourly rate will be computed by dividing the monthly rates by 176. These rates will include all operating costs per Paragraph 6.02.E.2.a.

c. Payment for rented equipment will be in accordance with rental agreements as to price, including any surcharge or special rates applicable to overtime use of the construction equipment or machinery, and all such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

d. No markup is allowed on equipment rented or leased from any company owned in total or in part by CM/GC or a Subcontractor, or is owned by the same holding company or a company with a close legal affiliation to CM/GC or Subcontractor, since markups are included in rental or lease rates.

e. Equipment used for site maintenance is to be included in Construction Support Costs. Equipment used for multiple Work Authorizations must be billed on the basis of time worked on each Work Authorization.

3. With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Guaranteed Maximum Price (changed Work), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and

removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

F. Supplemental Costs which consist of the following:

1. The proportion of necessary transportation, travel, and subsistence expenses of CM/GC's employees incurred in the discharge of duties connected with the Work Authorization.

2. Costs of special consultants including engineers, architects, testing laboratories, and surveyors, employed or retained for services specifically related to the Work Authorization and expressly excluding costs incurred by consultants performing CM/GC Services.

3. Sales, consumer, use, and other similar taxes related to the Work, and for which CM/GC is liable, as imposed by Laws and Regulations.

4. Deposits lost for causes other than the negligence of CM/GC, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.

5. Royalty payments and fees for permits, patents, and licenses directly related to a Work Authorization.

6. The cost of premiums for performance, payment, and warranty bonds obtained by CM/GC as a requirement of a Work Authorization, in addition to the bonds purchased for the construction as a whole within the scope of Construction Support Costs per Paragraph 5.01.A.11. Final compensation for such premium costs will be based on reconciled costs at the conclusion of the Work.

7. Cost for any Subcontractor bonds that must be required to protect Owner's and CM/GC's interests in the event of a Subcontractor default associated with a Work Authorization. Final compensation for such premium costs will be based on reconciled costs at the conclusion of the Work.

8. The cost of premiums for Builder's Risk insurance and other Work Authorization–specific insurance that CM/GC is required by the Contract Documents to purchase and maintain, but not including costs of commercial general liability, automobile liability, and contractor's pollution liability insurance which are covered as Construction Support Costs per Article 5. The compensation for worker's compensation is included as part of payroll costs per Paragraph 6.01.A.1. Final compensation for such premium costs will be based on reconciled costs at the conclusion of the Work.

6.03 Specific Exclusions from Cost of the Work

A. The following items are not included in the Cost of the Work. This express itemization does not confer Cost of the Work or compensable status to otherwise ineligible items not listed here. Cost for any items not included in the Cost of the Work are to be included in the CM/GC Fee unless specifically itemized at Construction Support Costs described in Article 5.

1. Payroll costs and other compensation of CM/GC's officers, executives, principals, general managers, project managers, superintendents, safety managers, safety representatives, engineers, architects, estimators, attorneys, auditors, accountants,

purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CM/GC, whether at the Site or in CM/GC's principal or branch office for general administration of the Work. The payroll costs and other compensation excluded here are to be considered administrative costs covered by Construction Support Cost or the CM/GC Fee.

2. Expenses of CM/GC's principal and branch offices.

3. Any part of CM/GC's capital expenses, including interest on CM/GC's capital employed for the Work and charges against CM/GC for delinquent payments.

4. Costs due to the negligence of CM/GC, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.

5. Cost for the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property not paid from CM/GC's Contingency per Article 8.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 6.03.

8. Costs recovered or reimbursed under other Construction Support Cost or Cost of the Work provisions.

6.04 Compensation for the Cost of the Work

A. Compensation for the Cost of the Work is based on the amount earned for Work completed for each Work Authorization.

ARTICLE 7—CONSTRUCTION MANAGER / GENERAL CONTRACTOR FEE

7.01 The CM/GC Fee will be determined as follows:

A. The CM/GC Fee is a lump sum fee as shown in Exhibit B Table 1. This CM/GC Fee is subject to increases or decreases for changes in the Work as provided in General Conditions Paragraph 11.01.

ARTICLE 8—CM/GC CONTINGENCY ALLOWANCE

8.01 CM/GC Contingency Allowance

A. The CM/GC Contingency Allowance funds, shown in Exhibit B Table 1—Estimated Guaranteed Maximum Price, are for the exclusive use of CM/GC while executing the Work, to reimburse CM/GC for costs due to unforeseen causes, unintentional errors, or events which cannot specifically be anticipated at the time Work Authorizations are issued.

B. The CM/GC Contingency Allowance funds may be used by CM/GC for costs sustained by either CM/GC itself or a Subcontractor, at CM/GC's discretion. The CM/GC contingency funds may not be used for costs which are reimbursable or recoverable under other provisions of the Contract.

C. Without excluding other possible uses of the CM/GC Contingency Allowance, the following uses are expressly acknowledged as eligible uses of the CM/GC Contingency Allowance funds:

1. Losses and damages, and related expenses, caused by damage to the Work, not compensated by insurance or otherwise, sustained by CM/GC or a Subcontractor in connection with the performance of the Work;
2. Corrective work, regardless of fault if non-conformance is unintended;
3. Subcontractor defaults;
4. Overruns in Construction Support Costs;
5. Verified excusable errors in estimates; or
6. Non-compensable overtime and other acceleration costs.

D. CM/GC shall replenish the CM/GC Contingency Allowance by restoring money withdrawn with money recovered (1) from bonds and insurance coverage payments for such expenditures, and (2) from defaulting Subcontractors or Suppliers.

E. The CM/GC Contingency Allowance will not be used to fund Owner-directed changes in the Work. Such changes will be administered through the contractual procedures established for changes in the scope of the Work, including expenditures from the Owner's Contingency Allowance, if any, Work Authorizations as modified by Change Order, and Contract Amendments or other modifications that impact the Guaranteed Maximum Price.

F. The CM/GC Contingency Allowance will not be used to recover the cost of items that are compensable as a Cost of the Work.

G. The CM/GC Fee does not apply to expenditures from the CM/GC Contingency Allowance. CM/GC will not be entitled to any additional overhead, profit, or other markup on any CM/GC Contingency Allowance expenditure.

H. The designated CM/GC Contingency Allowance, as duly replenished, is the maximum amount available to CM/GC to recover eligible costs under this Article; Owner will not increase the CM/GC Contingency Allowance or otherwise reimburse CM/GC for eligible costs incurred in excess of the CM/GC Contingency Allowance.

I. CM/GC will submit applications for reimbursement from the CM/GC Contingency Allowance to Owner's Advisor, in a format acceptable to Owner's Advisor, together with appropriate documentation. Payments from the CM/GC Contingency Allowance will be recorded in the Application for Payment.

ARTICLE 9—WORK AUTHORIZATIONS

9.01 General Provisions Regarding Work Authorizations

A. Work Authorizations will be based on Work Packages prepared by Owner's Advisor and Engineer describing equipment and materials to be purchased for installation or Work to be performed in accordance with the approved Work Authorization.

B. All Work to be provided by CM/GC must be authorized by the issuance of a Work Authorization specifying or referencing the scope of Work to be conducted.

C. Owner's Advisor will issue each Work Authorization using the Work Authorization form provided by the Owner's Advisor.

D. The Work Authorization will indicate the compensation to which CM/GC is entitled for providing the authorized Work.

E. CM/GC is not entitled to compensation for providing Work that Owner's Advisor has not authorized.

9.02 First Work Authorization

A. The first Work Authorization, authorizing the commencement of construction, will include, in addition to authorization for a specific Work Package, or multiple specific Work Packages, the authorization of expenditures by CM/GC for Contract-specific (1) performance and payment bond premiums (2) Builder's Risk premiums, if CM/GC is required to purchase and maintain Builder's Risk insurance, and (3) premiums for other specific insurance policies required by the Contract.

ARTICLE 10—PROCUREMENT OF SUBCONTRACTORS; CM/GC SELF-PERFORMANCE OF AUTHORIZED WORK

10.01 Performance of the Authorized Work

A. CM/GC will solicit and receive competitive bids on the Work included in each Work Authorization, including the purchase of materials and equipment. CM/GC will prepare bid packages supporting the Work Authorization and make opportunities available to Subcontractors and Suppliers in a way that will increase competition and allow bids by trade contractors or specialty entities. CM/GC may prepare bid packages for Work the CM/GC may wish to self-perform, so long as doing so will not limit bidding by competing bidders (prospective subcontractors).

B. CM/GC may bid on Work Packages, or portions thereof, if fully qualified to self-perform the subject Work, subject to the following limitations:

1. The Owner acknowledges that, given the small scale of the Project, the CM/GC may self-perform the majority of the Work, provided the CM/GC demonstrates reasonable pricing and qualifications. Competitive bidding of individual trade work packages is not required unless explicitly requested by the Owner. The Owner retains the right to require competitive pricing for any portion of the Work if deemed necessary for cost control or quality assurance.

C. CM/GC must submit its bids in advance of receiving other bids, and in the same manner that other bids are to be submitted. Bids are to be opened in the presence of the Owner's Advisor.

D. CM/GC may award the subcontract for the Work under the Work Authorization to the responsible bidder based on qualifications and completeness of bid submitted, or the lowest responsive bid for that portion of the Work for which bids are received when authorized by the Owner. CM/GC may self-perform Work.

ARTICLE 11—GUARANTEED MAXIMUM PRICE

11.01 Subject to the provisions of Article 4, CM/GC guarantees that the maximum amount payable by Owner (Guaranteed Maximum Price, or GMP) for the sum of the amounts for Paragraphs 11.01.A

through D that follow will be the binding GMP established by the process stated in Paragraphs 11.02 and 11.03.

A. Construction Support Cost Amount (Article 5);

B. Cost of the Work (Article 6);

C. CM/GC Fee (Article 7); and

D. CM/GC's Contingency Allowance Amount (Article 8).

11.02 The Estimated GMP indicated in Exhibit B Table 1—Estimated Guaranteed Maximum Price is a preliminary figure as of the Effective Date of the Contract. The GMP will be revised as the design is continued and completed.

11.03 A binding GMP will be established at any time agreeable to Owner and CM/GC, but not later than the following:

A. If the Work is performed under Work Packages released and authorized concurrently for the complete Project, then the binding GMP will be established on the basis of Contract Documents that are 90% complete.

11.04 Owner's Construction Budget

A. Owner's Advisor will establish an updated Owner's Construction Budget (Budget) based on the CM/GC's procurement strategy which identifies Work Packages used to construct the Work. Owner's Advisor, working with CM/GC, will update this Budget with actual amounts for each line item as Work Authorization amounts identified in the updated Budget are determined.

B. Owner's Advisor will revise the Budget to incorporate Change Orders or authorized allocation of contingency funds which change the funds available for Budget line items. When amounts for all Work Authorizations have been determined and the binding GMP is established for the Contract, the Budget must correlate to GMP line items, and the Budget must equal the GMP.

C. CM/GC will identify variances between the budgeted amount and actual amounts as Work Authorization amounts are determined.

1. Positive variances are created when actual cost for a Work Authorization is less than the budgeted amount. Positive variances identify unused funds that can be used to offset negative variances.

2. Negative variances are created when actual cost for a Work Authorization is more than the budgeted amount. Negative variances identify where additional funds are needed. Unused funds from positive variances can be used to offset these negative variances.

3. Net variances for the Contract are used to determine the current status of the Owner's Construction Budget.

a. A net positive variance for the Contract represents a savings to the Owner. A final Contract Amendment will be issued at the completion of the Contract (Final Payment) to adjust the GMP to the actual amount of Contract costs.

b. A net negative variance for the Contract represents the amount for which the CM/GC is at risk, and no additional compensation will be made to the CM/GC.

11.05 Options for Costs Exceeding the Owner's Budget

A. The Guaranteed Maximum Price resulting from the tabulation of cost for self-performed CM/GC Work, bids for Work by Subcontractors and Suppliers, Construction Support Costs, CM/GC Contingency Allowances and CM/GC Fee cannot exceed the Owner's Construction Budget. The Owner may exercise any of the following options at the sole discretion of the Owner if the proposed Guaranteed Maximum Price exceeds the Owner's Construction Budget:

1. Approve an increase in the Owner's Construction Budget in writing.
2. Authorize rebidding or renegotiation for some or all parts of the Project within a reasonable time without an increase in the Guaranteed Maximum Price.
3. Cooperate in the revision of the scope of the Project to reduce the actual cost of construction to the Owner's Construction Budget.
4. Abandon the Project, in whole or in part, and terminate this Contract in accordance with applicable termination for convenience provisions.

B. If Owner selects the option described in Paragraph 11.05.A.1, CM/GC shall proceed with performance of the Work, and provide CM/GC Services as described in these Contract Documents without additional compensation for Procurement Services. Other fees and expenses related to the Cost of Work will be adjusted in accordance with the revised Cost of Work.

C. If Owner selects the option described in Paragraph 11.05.A.2, Owner and CM/GC shall proceed with rebidding or renegotiation of some or all parts of the Project. The Owner's Project Team (OPT) will work with CM/GC to determine if rebidding or restructuring Work Packages is likely to lead to lower bid prices; if so determined, CM/GC will rebid selected original Work Packages or restructured Work Packages identified as having the potential to reduce the overall cost of construction to the Owner's Construction Budget. CM/GC will advise the OPT of the likely impact to the schedule resulting from rebidding Work Packages. CM/GC will provide CM/GC Services for rebidding these Work Packages without additional compensation.

D. If Owner selects the option described in Paragraph 11.05.A.3, CM/GC shall assist the OPT in studies to revise the scope of the Project to bring the Project cost within the Owner's Construction Budget. CM/GC will provide research and cost estimates to evaluate the potential cost savings of each proposed change in scope for Work Packages and advise the OPT of the likely impact to the schedule resulting from rebidding Work Packages and changes in Contract Times that will result from the changed Work Packages. CM/GC will provide CM/GC Services for consultation in modifying the Project scope and rebidding these Work Packages without additional compensation.

E. CM/GC shall revise the project schedule to incorporate delays caused by actions taken to bring the Project within the Owner's Construction Budget.

11.06 Conversion of Cost of Work to a Lump Sum Amount

A. If Owner and CM/GC mutually agree, compensation for all Work on the Project, or for any Work Authorization, may be converted to a lump sum (stipulated amount). If compensation for all Work on the Project is converted to a lump sum amount, this lump sum amount will include costs for Construction Support Cost, Cost of the Work, the CM/GC Fee, and all other

costs associated with the Contract, all as if bid as a lump sum amount. CM/GC will no longer have access to CM/GC Contingency Allowance funds and bears all risk associated with delivering the Work for the lump sum amount.

B. If a Work Authorization is converted to a lump sum amount, this lump sum amount will include costs for Cost of the Work, the CM/GC Fee, and all other costs associated with the Work Authorization, all as if bid as a lump sum amount; provided, however, that Construction Support Costs will continue to be compensated per Paragraph 5.05.

C. The following will continue to apply for conversions to lump sum covered in Paragraphs B and C:

1. The Cost of the Work provisions in Article 6 will continue to apply to pricing certain Change Orders and other similar matters, as set forth in Paragraph 6.01.A.2.

2. Construction Support Costs Extended Rate provisions of Paragraph 5.04 will continue to apply for Change Orders.

3. Owner's Contingency will continue to be available per Article 12.

ARTICLE 12—OWNER'S CONTINGENCY ALLOWANCE

12.01 Owner's Contingency Allowance

A. Owner's Contingency Allowance is used at the sole discretion of the Owner to cover unforeseen costs, Owner-directed changes in the scope of the Work, or any other unanticipated change in the Contract Price. These funds can only be accessed by the CM/GC when and to the specific extent authorized by the Owner.

B. The Owner's Contingency Allowance is to be included in the Contract Amount awarded but is not part of the CM/GC's GMP.

ARTICLE 13—PAYMENT PROCEDURES

13.01 Submittal and Processing of Payments

A. Billing and payment for CM/GC Services are addressed in Article 3. The provisions in this Article 13 pertain to billing and payment for the Work.

B. CM/GC shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will indicate the amount of the CM/GC Fee then payable. Applications for Payment will be processed by Owner's Advisor as provided in the General Conditions.

13.02 Progress Payments; Retainage

A. Owner shall make progress payments on the basis of CM/GC's Applications for Payment as recommended by Owner's Advisor each month during construction as provided in Article 13, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract.

B. Progress payments on account of the Cost of the Work will be made for each Work Authorization.

1. Prior to Substantial Completion, for each Work Authorization progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

    a. **95** percent of the value of the Work completed, with the balance being retainage.

    b. **10** percent of cost of materials and equipment not incorporated in the Work, with the balance being retainage.

2. Upon completion of the Work under a Work Authorization, including completion of all punch list items, Owner shall pay an amount sufficient to increase total payments to CM/GC to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Owner's Advisor's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

13.03 Final Payment

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Article 15 of the General Conditions.

13.04 Consent of Surety

A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless CM/GC submits written consent of the surety to such payment, return, or release.

13.05 Interest

A. All amounts not paid when due will bear interest at the rate of **3** percent per annum.

ARTICLE 14—DOCUMENTATION AND AUDIT

14.01 Documentation

A. Whenever the Cost of the Work for any purpose is to be determined pursuant to this Contract, CM/GC and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices.

B. CM/GC will provide documentation of all Costs of the Work with the Application for Payment as directed by the Owner's Advisor.

14.02 Audit

A. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all CM/GC's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and the CM/GC Fee. CM/GC shall preserve all such documents for a period of three years after the final payment by Owner. Subcontractors performing Work on a Cost of the Work basis will afford such access to Owner, and preserve such documents, to the same extent required of CM/GC.

ARTICLE 15—CONTRACT TIMES

15.01 Contract Times—Dates

A. To be determined

15.02 Liquidated Damages

A. CM/GC and Owner recognize that all time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and CM/GC agree that as liquidated damages for delay, but not as a penalty:

1. Substantial Completion–CM/GC shall pay Owner **$2,000** for each day that expires after the time, as duly adjusted pursuant to the Contract, specified above for Substantial Completion, until the Work is substantially complete.

2. Completion of Remaining Work–After Substantial Completion, if CM/GC shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, as duly adjusted pursuant to the Contract, for completion and readiness for final payment, CM/GC shall pay Owner **$500** for each day that expires after such time until the Work is completed and ready for final payment.

3. Milestones CM/GC shall pay Owner the amount specified in Paragraph 15.05 for each day that expires after the time, as duly adjusted pursuant to the Contract, specified for achievement of each Milestone, until that Milestone is achieved.

4. If Owner recovers liquidated damages for a delay in completion of the Project or a specified Milestone by CM/GC, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages, if any, specified in this Agreement.

15.03 Special Damages

A. CM/GC shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of CM/GC's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for construction management, engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 15.02 for Substantial Completion, as duly adjusted pursuant to the Contract, until the Work is substantially complete.

B. After CM/GC achieves Substantial Completion, if CM/GC shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, CM/GC shall reimburse Owner for the actual costs reasonably incurred by Owner for construction management, engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 15.02 for Work to be completed and ready for final payment, as duly adjusted pursuant to the Contract, until the Work is completed and ready for final payment.

C. The special damages imposed in this Paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

15.04 Milestones and Associated Damages

A. Work required to be complete to meet the following Milestone(s) will be included in a separate Work Authorization.

B. Milestone 1 – TBD

ARTICLE 16—CONTRACT DOCUMENTS

16.01 Contents

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. General Conditions.
3. Supplementary Conditions.
4. General Requirements (Division 01 of the Specifications.)
5. Drawings and Specifications completed as of the Effective Date of the Contract: **30% Drawings and Specifications Table of Contents**
    a. Exhibit A, Scope of CM/GC's Services;
    b. Exhibit B, Basis of Compensation; and
6. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Contract Amendments;
    b. Executed Work Authorizations, including any exhibits identified as Drawings, Specifications, or other Contract Documents;
    c. Work Authorization Modifications;
        1) Work Change Directives;
        2) Change Orders; and
        3) Field Orders.
    d. Performance and Payment Bonds; and
    e. Warranty Bonds, if any.

B. There are no Contract Documents other than those listed above in this Article 16.

C. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 17—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

17.01 CM/GC's Representations

A. To induce Owner to enter into this Contract, CM/GC makes the following representations:

1. CM/GC has examined and carefully studied the Contract Documents, including Addenda.

2. CM/GC has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. CM/GC is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. CM/GC has considered the information known to CM/GC itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract **[Proposal]** Documents; with respect to the effect of such information, observations, on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by CM/GC; and (c) CM/GC's safety precautions and programs.

5. Based on the information and observations referred to in the preceding paragraph, CM/GC agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Guaranteed Maximum Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

6. CM/GC is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

7. CM/GC has given Owner's Advisor written notice of all conflicts, errors, ambiguities, or discrepancies that CM/GC has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Owner's Advisor is acceptable to CM/GC.

8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

9. CM/GC's entry into this Contract constitutes an incontrovertible representation by CM/GC that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

17.02 CM/GC's Certifications

A. CM/GC certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 17.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the proposal process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the Proposal process or the execution of the Contract to the detriment of Owner, (b) to establish proposal Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Proposers, with or without the knowledge of Owner, a purpose of which is to establish proposal prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the proposal process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and CM/GC have signed this Agreement.

This Agreement will be effective on **[indicate date on which Contract becomes effective]**, which is the Effective Date of the Contract.

Owner:

_____
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

_____

_____

_____

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

_____

_____

_____

Phone: _____

Email: _____

*(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

CM/GC:

_____
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

*(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

_____

_____

_____

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

_____

_____

_____

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

EXHIBIT A–SCOPE OF CM/GC SERVICES

ARTICLE 1—BASIC PRECONSTRUCTION SERVICES

1.01 Project Management

A. Participate in Project Meetings

1. Participate in Project kick-off meeting. Be prepared to discuss CM/GC's team and organizations structure, assignments for responsibilities and Teams CM/GC's plan for implementation of Preconstruction Services.

2. Participate in periodic meetings with Owner, Owner's Advisor, and Engineer (collectively, Owner's Project Team or OPT) to review progress, coordinate efforts, and discuss planned activities for the next period. It is anticipated that these progress meetings will occur **bi-weekly**.

B. Provide administration of Agreement for CM/GC Preconstruction Services, including Applications for Payment, progress reporting, management of CM/GC staff, schedule for services, and deliverables.

1.02 Review of Preliminary Design Report

A. As a priority first task, review Engineer's Preliminary Design Report as soon as it is available.

1. Provide input and advice, according to the general requirements of Exhibit A Paragraph 1.03.D below, regarding the Preliminary Design Report's content concerning coordination of utilities work (both above-ground utilities and Underground Facilities), Underground Facilities Procedure, and mitigation of utilities conflicts, for Engineer's use in the Final Design Phase of Engineer's services.

2. Where appropriate, recommend strategies for the division of the Work under design into Work Packages, and for phased design and authorization of construction of such Work Packages (fast tracking). Work collaboratively with the OPT to finalize the number of Work Packages and their approximate scope, and the schedule for preparation, authorization, and completion of such Work Packages.

1.03 Design-Related Preconstruction Services

A. Attend periodic design meetings to provide consultation on aspects of the design that will impact the budget, schedule and quality of the completed Work.

B. Advise, assist, and provide recommendations on all aspects of the planning and design of the Work. Consult with the OPT regarding Site use and improvements, and the selection of materials, building systems, and equipment.

C. Provide recommendations: on construction feasibility; regarding actions designed to minimize adverse effects of labor or material shortages; on time requirements for procurement, installation, and construction completion; on how to maintain existing plant operations (MOPO) during construction; and on factors related to construction cost including estimates of alternative designs or materials, preliminary budgets, and possible opportunities for savings.

D. Review in-progress design documents, including the documents variously described as preliminary design documents, preliminary design report, design development documents, and the interim final drafts of the Drawings and Specifications, and provide input and advice on constructability, materials and equipment selections, and availability. Provide timely suggestions for modifications to improve:

1. Ability to bid the Work:

    a. Identify Work elements that may be difficult to price as presented in the design documents. Provide suggestions to reduce risk and to obtain better pricing from Subcontractors and Suppliers.

    b. Provide suggestions on Work Packages to improve biddability, however, Engineer will not subdivide work into Work Packages for specific trades.

    c. Determine that specified products are readily available and notify Engineer if equal or substitute materials might be available.

2. Constructability, including sequencing or coordination issues:

    a. Adequacy of details for construction;

    b. Potential conflicts during construction;

    c. Feasibility of construction;

    d. Construction sequencing;

    e. Ability to coordinate among Subcontractors and Suppliers; and

    f. Coordination between Contract Documents.

3. Operability:

    a. Ability to minimize disruptions to existing operations;

    b. Ability to complete construction connections to existing facilities or utilities;

    c. Modifications to facilitate initial start-up and/or performance testing; and

    d. Ability of Owner to operate/maintain the facility when completed.

4. Possible use of patented, licensed, or copyrighted products.

5. Requirements for Subcontractor and equipment and materials procurement.

6. Completeness, consistency, and clarity.

E. Research potential substitutes, furnish data and prepare a Preconstruction Substitute Request prior to a Work Authorization requesting the Owner's Advisor to authorize the use of other items of equipment or material in accordance with General Conditions Paragraph 7.09.

F. Provide review comments in writing using the processes or procedures prescribed by the Owner's Advisor. Verify that the Project design can be executed within the Owner's Construction Budget, within the allotted Contract Times, and with available labor, equipment, and materials.

G. Report to Owner's Advisor and Engineer any elements of the design that appear to be in error or appear to require engineering review and possible resulting modification.

H. The CM/GC is not responsible for design of the Project. The CM/GC does not control the project design or contents of the Contract Documents and does not assume responsibility or liability for the project design by performing these reviews. The CM/GC's review of the project design and Contract Documents and providing recommendations are only advisory to the OPT.

1.04 Construction Management Plan and Implementation

A. Provide and implement a written Construction Management Plan that incorporates the following elements:

1. CM/GC's organization for the Construction Phase of the project, including assigned responsibilities and level of authority within Project management;
2. Communication plan, including plans for distribution of documents, implementation of Action Item and Decision registers, frequency of reporting and project controls;
3. Document management plan that incorporates Communications Plan and contractual Electronic Data Protocols;
4. Construction contract administration;
5. Cost management;
6. Time management;
7. Quality management;
8. Risk management;
9. Safety management;
10. Site management and environmental controls;
11. Regulatory requirements and permits;
12. Procurement Strategy Plan;
13. Diverse Business Program Implementation; and
14. Start up and commissioning program.

B. Work with the OPT to incorporate requirements of the General Conditions and General Requirements (Division 01 of the Specifications) into the plan. Reference provisions in the General Conditions and General Requirements as appropriate. Prepare a draft plan and submit for review and comment by the OPT. Respond to comments and incorporate changes suggested by review comments as appropriate.

1.05 Construction Contract Administration

A. Work with the OPT to incorporate requirements of the General Conditions and General Requirements into administration of the Contract. Review the Owner's Construction Management Plan and suggest changes as appropriate.

B. Communications

1. Assist the Owner's Advisor with planning Project meetings, participate in these meetings and provide documentation as requested by the Owner's Advisor.

2. Plan, schedule, and document meetings held with Subcontractors and Suppliers. Include the members of the OPT as appropriate.

1.06 Cost Management

A. Provide a preliminary evaluation of the Owner's program and budget requirements to determine that CM/GC will be able to construct the facilities described in that program within the Owner's Construction Budget (Budget) using conceptual estimating techniques. Discuss this initial review of the Budget with the OPT.

B. Work with OA to update the Budget with supporting data for review by the OPT at the following intervals:

1. Completion of preliminary design documents by the Engineer and approval by the Owner.

2. Completion of design development documents by the Engineer and approval by the Owner.

3. At appropriate intervals agreed to by the OPT and CM/GC during the preparation of the Construction Documents to determine that changes to the design can be constructed within the Budget.

C. Assist OA in preparing an updated line-item Budget based on the CM/GC's proposed Procurement Strategy Plan prepared per Paragraph 1.13. This Budget is to include a line item for each anticipated Work Package, as well as line items for Construction Support Costs, the CM/GC Fee, and CM/GC Contingency Allowances and other costs, if any, that will be incorporated into the GMP for the Project.

D. Assess current construction market to determine risk associated with the Budget. As an example, volatility in the cost of selected materials or equipment may drive cost above the Budget. Identify areas where costs may be lower than original estimates and if cost savings may be used to balance the Budget. Report the cost of various design and construction alternatives to the Owner, including the CM/GC's assumptions in preparing its analysis, a variance analysis between budget and preliminary Budgets, and recommendations for any adjustments to the Budget. Work with the OPT to consider costs relating to efficiency, usable life, maintenance, energy, and operation as part of the cost analysis.

E. Notify the Owner and the Owner's Advisor immediately if any estimated construction cost will cause the projected GMP to exceed the Budget. Make appropriate recommendations to the OPT if cost projections exceed the Budget.

F. Provide the Budget-related services set out in Paragraph 11.04 of the Agreement.

1.07 Time Management

A. Provide a preliminary master schedule for the Contract. Incorporate the Owner's Advisor's preliminary schedule and the schedule for design into the preliminary master schedule. Include allowances for reasonable periods required for the review and approval of items by the OPT and for approvals of governmental authorities having jurisdiction over the Project. Prepare the preliminary master schedule in a way that the detailed construction schedule can be incorporated into the master schedule as the Project becomes better defined.

B. Identify critical design Milestones that must be met to keep the Project on schedule. Coordinate and integrate the preliminary project schedule with the services and activities of

the OPT and CM/GC. Update the preliminary project schedule as design develops to indicate proposed activity sequences and durations, Milestone dates for receipt and approval of pertinent information, submittal of a GMP Proposal, preparation and processing of Shop Drawings and Samples, delivery of materials or equipment requiring long-lead time procurement, and the Owner's occupancy requirements.

C. Make appropriate recommendations to the Owner and Owner's Advisor if preliminary project schedule updates indicate that previously approved schedules may not meet Contract Time requirements.

D. Revise the master schedule after the GMP is established.

1.08 Quality Management

A. Prepare CM/GC's Quality Control Plan (CQCP) in accordance with the General Requirements.

1. Describe the quality control organization and lines of authority. Quality control plan is to identify the quality control manager and other key individuals involved in CM/GC's quality control effort. Provide the services of a dedicated quality control manager unless Owner's Advisor determines that quality control manager may combine quality control duties with other responsibilities. If quality control manager is to serve in other capacities, identify those other responsibilities and the percentage of time spent in each role. Describe the qualifications of the quality control manager (in resume format) to demonstrate experience with quality management activities and performance on successful projects.

2. Provide the name and qualifications, in resume format, of other persons assigned a quality control function. Define the roles and responsibilities and authorities for each person and the types of Work or portions of the work for which each person is responsible.

3. Describe CM/GC's approach to managing quality during construction. Describe how CM/GC will integrate quality control procedures into the execution of the Work, provide testing and inspection required to control the quality of the Work in progress and verification or acceptance testing as required by the Contract Documents and CQCP.

4. Include a testing plan with details of tests to be provided. Designate the organization (Owner, Owner's Advisor, CM/GC, or Testing Agency) responsible for each type of testing. Coordinate CQCP Testing Plan with testing to be provided by the Owner.

5. Describe CM/GC approach for managing defective Work, including notification and documentation procedures, development and implementation of corrective action plans and documentation that record corrective action has been successful in producing Work that complies with the Contract Documents.

6. Describe the approach for scheduling, reviewing, certifying, and managing documentation provided by Subcontractors and Suppliers. Include the approach for managing the quality of submittals, documentation procedures, and process for tracking and keeping documentation up to date.

1.09 Risk Management

A. Analyze construction risks to assess risk impact and develop appropriate risk management strategies to minimize associated costs.

B. Identify additional information that will help with risk assessment.

C. Provide recommendations for appropriate allocation of construction risks.

D. Review possible impacts associated with the use of patented, licensed, or copyrighted products.

E. Review legal requirements for subcontractor and equipment procurement for risk impacts.

F. Suggest procurement strategies to minimize risk.

1.10 Safety Management

A. Provide a project-specific Health and Safety Plan for the Contract to address the safety concerns associated with construction activities, including potential hazards, that complies with applicable Laws and Regulations. Write the manual with the ability to readily update the plan to incorporate needed revisions on a regular basis.

B. The Health and Safety Plan is to include at least the following information:

1. Background information identifying the CM/GC, Project description, and location;
2. Management accountability structure with authority to implement safety plans, stop work, or make other safety-related decisions;
3. Role of safety representative (see General Conditions, Paragraph 7.16);
4. Provide descriptions of qualifications and certifications related to the performance of safety representatives;
5. Objectives of the Health and Safety Plan;
6. Administration and enforcement of the Health and Safety Plan;
7. Applicability of the Health and Safety Plan to various personnel categories, including the workforce, visitors, and members of the OPT;
8. List of conditions at the Site that may pose a hazard to anyone, hazard types, and those potentially exposed;
9. Procedures for first aid and medical attention;
10. Emergency notifications procedures based on hazard type which specify the entity to be notified for each situation;
11. Site access control requirements to prohibit unauthorized persons from entering the Site;
12. Orientation and training requirements for workers, visitors, and members of the OPT;
13. Hazard communications and awareness plan;
14. Required safety certifications for each type of work;
15. CM/GC's safety training program and effort to create and maintain a culture of safety;

16. CM/GC's written safety guidelines for project-specific issues as defined by Laws and Regulations;
17. Plan for conducting safety inspection and the audit frequency and schedule;
18. Process for conducting a Job Hazard Analysis for work activities and implementing countermeasures to ensure safety, including checklist specific the Project and type of work; and
19. Accident / incident reporting procedures including monthly reporting.

C. Incorporate Owner's site safety requirements as appropriate.

1.11 Site Management and Environmental Controls

A. Develop a plan for managing the Site during construction. The plan should address, at a minimum, management of the following:
1. Office space for CM/GC, Subcontractors and if required by Contract, the OPT;
2. Water, sanitation, electrical, internet, and other utilities for CM/GC's and OPT's operations at the Site;
3. Storage facilities, parking, and construction equipment storage and maintenance;
4. Protection of existing structures, trees and other landscaping, buildings, utilities, and Underground Facilities;
5. Site security, site safety, and emergency responses;
6. Temporary roads, temporary signage, barricades, fencing, and other devices to manage traffic to and within the Site, including provisions for delivery of materials and equipment, and maintenance during construction;
7. Environmental conditions including storm water management, pollution control, care of water, soil management, and other temporary controls and their removal when no longer required;
8. Reference data and control points; and
9. Cleaning during construction and containment and disposal of waste materials.

B. Review plan with Owner's Advisor and Owner to identify potential conflicts with operating other facilities, on-going and anticipated construction by other entities. Revise if necessary.

1.12 Regulatory Requirements and Permits

A. Review regulatory requirements and permits required for construction. Develop a written plan for meeting applicable Laws and Regulations and obtaining permits. List the permit requirements, entities responsible for obtaining permits, documentation required for permits and cost for obtaining and complying with these requirements.

B. Incorporate the associated cost into the Cost of Work and inform the Owner so these can be incorporated into the Owner's Construction Budget, or the Owner's Construction Budget may be adjusted as required.

C. Incorporate time for obtaining permits into the project schedule to ensure permits can be obtained and regulatory requirements met in time for the orderly progression of Work.

1.13 Procurement Strategy Plan

A. Provide input to OPT regarding the current construction market, bidding climate, status of key Subcontractor and Supplier markets, and other local economic conditions.

B. As the design develops, organize the Work into Work Packages that will (1) allow for phased construction that will shorten the overall completion schedule for the Work, (2) encourage price competition by prospective Subcontractors and Suppliers, and (3) enhance the quality and safety of the Work.

C. Develop Subcontractor and Supplier interest in the Project consistent with state Laws and Regulations. Furnish the Owner's Advisor a list of possible Subcontractors and Suppliers, from whom competitive bids will be requested for each principal portion of the Work. Identify preferred providers based on CM/GC's previous experience for quality of work, on-time delivery, and ability to complete work within bid amounts. Submission of this list is for information and discussion purposes only and not for prequalification. The review of this list will not require the OPT to investigate the qualifications of proposed Subcontractors and Suppliers, nor does it waive the right of Owner to later object to or reject any proposed Subcontractor or Supplier when bids are considered. CM/GC may submit a Change Proposal for any increase in the Guaranteed Maximum Price if this change is made after the GMP has been established.

D. Recommend to the OPT a schedule for procurement of long-lead time items required to meet the project schedule. Assist the OPT with the procurement of these long-lead items by obtaining competitive bids for these items under a separate Work Authorization.

E. Identify critical elements of the Work that may require special procurement processes, such as prequalification of Subcontractors or Suppliers, requirement of certified or prequalified installers, or alternative contracting methods.

F. Advise the Owner of market conditions, bid issues, design issues, or other factors which may have had an impact causing bid prices to be higher than estimated. Discuss opportunities for bringing the Project within budget with the Owner and the Owner's Advisor, in consultation with the Engineer to assist with deciding on how to proceed.

ARTICLE 2—ADDITIONAL PRECONSTRUCTION SERVICES

2.01 Value Engineering Studies

A. Participate in Value Engineering reviews at the level appropriate for the projects at the completion of the first draft of the Final Design Phase documents (approximately 60% completion) to assist in identifying ways to improve value to the owner or reduce the cost for the project. Provide cost estimates to quantify potential cost savings to reduce the overall cost for the Project.

B. Assist OA in conducting a workshop to identify potential changes which could reduce the cost of the Project or increase the value of the Project by more than the cost of the changes. Present selected alternatives for more detailed evaluation. The detailed evaluation will consider cost, ability to implement the changes, technical analysis, and the impact of changes on the Project. Ideas that pass the technical and economic analysis, and merit incorporation into the design of the project, will be presented, in a draft report, as a proposal to the OPT for consideration. Incorporate responses of the OPT in the final report.

C. Review and comment on deliverables which include draft and final value engineering recommendation reports.

2.02 Start Up and Commissioning Program

A. Provide CM/GC's organizational structure for startup and commissioning. Identify the individuals from CM/GC, Subcontractors and Suppliers actively involved in the process. Identify testing personnel required for startup, including independent testing agencies. Work with Owner's Advisor to develop a table of roles and responsibilities for CM/GC team and the OPT.

B. Develop a written start up and commissioning program consistent with the requirements of the Contract Documents. Write the plan in a way that will allow specific details to be added or information updated as equipment and materials are purchased and delivered.

C. Identify all systems to be included in the startup plan, each item of equipment involved with each system and the interface between each item of equipment and other operating equipment. Identify how each equipment component fits into operations of the completed facility.

D. Identify control systems associated with operating the system or facility, and how each is used to start-up, operate, and shut down its associated system. Identify prerequisite conditions for startup and testing for each system and facility. Identify conditions which would merit termination of startup or testing procedures.

E. Compile a list of all documents required for startup, including Contract Documents, Shop Drawings, operations and maintenance manuals, verification of warranty information, lists of spare parts and their location, and contact information for manufacturer's representatives to be included in startup readiness testing /verification and performance testing.

F. Identify testing required for factory witness testing, startup readiness verification, equipment and performance testing, and functional and performance testing.

G. Provide a preliminary schedule for startup and commissioning plans which can be updated as more detailed information is available. Incorporate this schedule in the master schedule and construction schedule for the Project.

2.03 Additional Inspections and Quality Management

A. Provide shop, mill, or laboratory inspections of materials and equipment, or field inspections of materials and equipment other than as required as Basic Services.

B. Unscheduled Post-Completion Inspections as required per Paragraph **[include reference]**.

2.04 Studies, Reports, and Investigations

A. Provide geotechnical investigations, studies, and reports.

2.05 Additional Copies of Documents

A. Furnish additional sets of printed documents created by the CM/GC.

ARTICLE 3—BASIC PROCUREMENT SERVICES

3.01 Project Management

A. Participate in Project Meetings

1. Participate in kick-off meeting for Procurement Services. Be prepared to discuss changes in CM/GC's team and organization structure for Procurement Services, assignments of responsibilities, and CM/GC's plan for implementation of Procurement Services.

2. Participate in periodic meetings with the OPT to review progress, coordinate efforts, and discuss planned activities related to procurement. It is anticipated that these progress meetings will occur **bi-weekly** at times when procurement activities for Work Packages are underway.

B. Provide administration of Agreement for CM/GC Procurement Services, including Applications for Payment, progress reporting, management of CM/GC staff, schedule for services, and deliverables.

3.02 Assembling Work Packages

A. Assemble appropriate bid documents for distribution to prospective bidders for Work Packages in accordance with the procurement strategies defined in the Construction Management Plan and Procurement Strategy Plan (see Basic Preconstruction Services).

3.03 Advertise for Bids

A. Publicly advertise each Work Package, soliciting bids from Subcontractors and Suppliers for each Work Package in accordance with the applicable provisions of Laws and Regulations.

B. Maintain a list of all entities that have requested bid documents for each Work Package (planholders) until bids are received. Provide updates of the planholders as required by the Owner's Advisor.

C. Encourage multiple Subcontractors and Suppliers to submit bids on the Work Package so a minimum of three bids are received for each Work Package.

3.04 Pre-Bid Conferences

A. Conduct a pre-bid conference with prospective Subcontractor and Suppliers to familiarize them with:

1. Bid opportunities for Work Packages;

2. Special requirements of the Contract Documents;

3. Prevailing wage requirements;

4. Equal employment opportunity requirements; and

B. Obtain responses from the Owner's Advisor, in consultation with the Engineer, to all questions at pre-bid conferences requiring a modification to the Contract Documents. Prepare a record of the discussions at the pre-bid conference to assist the Owner's Advisor and Engineer in preparing Addenda as appropriate. Review and comment on Addenda prepared by the Owner's Advisor in consultation with the Engineer to incorporate responses to questions raised during or as a result of the pre-bid conference.

3.05 Addenda

A. Receive draft Addenda prepared by the Owner's Advisor in consultation with the Engineer. Review the draft Addenda for clarity, consistency, and coordination, and provide comments to Owner's Advisor and Engineer. By conducting such reviews and providing comments,

CM/GC does not assume responsibility or liability, in whole or in part, for all or any part of the Project design or the content of the Contract Documents.

B. Distribute Addenda regarding any changes in the bid process or Contract Documents to all planholders. Require verification from planholders that Addenda have been received.

3.06 Opening Bids

A. Open bids submitted by Subcontractors and Suppliers for all Work Packages at the time and location so indicated in the advertisement for bid or as altered by addendum sent to all planholders.

B. Where allowed by state Laws and Regulations, the CM/GC may be able to self-perform portions of the Work. Require sealed bids for all Work Packages which the CM/GC proposes to perform with its own resources. The CM/GC must submit a sealed bid for any such Work Package to be opened at the same time and in the same manner that other bids for this Work are to be opened. The CM/GC will be allowed to self-perform that Work for which the CM/GC's bid demonstrates that it will provide the best value in terms of cost, schedule, and quality of Work.

C. Review all bids submitted in the presence of the Owner and the Owner's Advisor in a way that does not disclose the contents of the bid during the selection process to any entity other than the OPT and CM/GC.

D. Compare bids received to the line-item budget prepared for the Project prior to the opening of bids. Resolve discrepancies or overlaps in bid packages to eliminate duplications or the omission of elements of the Work that are not included in Construction Support Costs. Discuss each bid received with the OPT and recommend which bid received will provide best value for the Owner.

E. Evaluate any substitutions or alternate bids offered by bidders. Owner's Advisor, in consultation with the Engineer, will evaluate the substitutions or alternate bids to determine the technical merit and to determine that the modifications offered are consistent with the intent of the Contract Documents. The Owner, in consultation with the Owner's Advisor and Engineer, will determine if the substitution or alternate is acceptable.

F. The Owner will adjust the Guaranteed Maximum Price (GMP) if the Owner requires the CM/GC to contract with a Subcontractor or Supplier different from the entity submitting the bid on which the GMP is based. This adjustment will be made in the GMP or by Change Order if the GMP has already been established by a Work Authorization.

G. In the case of the need to replace a Subcontractor or Supplier under the provisions of the General Conditions Paragraph 7.10.O, Owner may direct the CM/GC to obtain competitive bids for this Work if the cost proposed by the CM/GC or substitute Subcontractor or Supplier for this Work differs from the line-item estimate by more than 10 percent of the line-item amount. The CM/GC will not be required to advertise this Work as required in Paragraph 1.02.

ARTICLE 4—ADDITIONAL PROCUREMENT SERVICES

4.01 Prequalification of Bidders

A. Prequalify bidders for the Project using the OPT's prequalification process. If the OPT does not have a prequalification process in place for this Project, CM/GC will assist the OPT in developing and implementing a prequalification process. Any prequalification of bidders must also be in accordance with applicable state Laws and Regulations.

4.02 Additional Work Packages

A. Providing additional effort to procure Work Packages in addition to the number of Work Packages stipulated in Paragraph 3.02.

4.03 Additional Copies of Documents

A. Furnishing additional sets of printed documents.

ARTICLE 5—SPECIAL SERVICES

5.01 The scope of services for Special Services, if any, will be the scope set forth in the Contract Amendment(s) establishing and authorizing such Special Services.

Table 1—Estimated Contract Price

Item	Item Title	Calculation	Notes to User
1	Compensation for CM/GC Services	= Table 2, R 7	Receives amount for Total Cost for CM/GC Services from Table 2—Compensation for CM/GC Services.
2	Fixed Construction Support Costs	= Table 3, R 1	Receives amount for Total Fixed Construction Support Cost from Table 3—Basis of Compensation for Fixed Construction Support Cost.
3	Time Sensitive Construction Support Costs	= Table 4, R 1	Receives amount for Total Time Sensitive Construction Support Cost from Table 4—Basis of Compensation for Time Sensitive Construction Support Cost.
4	Total Construction Support Costs	(2 + 3)	Worksheet calculates Total Construction Support Costs by adding the amount for Fixed Construction Support Cost to the amount for Time Sensitive Construction Support Cost.
5	Estimated Cost of the Work	[Enter Amount]	Enter the Estimated Cost of the Work prepared by the Proposer. This number is used to determine an estimated Guaranteed Maximum Price (GMP) used for approval of an estimated Contract Price.
6	CM/GC Lump Sum (stipulated) Fee	[Enter Amount]	Proposer enters the stipulated amount proposed or negotiated for CM/GC Fee.
7	Cost of the Work with CM/GC Fee	(5 + 6)	Worksheet calculates the Cost of the Work with CM/GC Fee by adding the Estimated Cost of the Work to the lump sum CM/GC Fee.
8	CM/GC Contingency Allowance Percentage	[Enter Amount]	Proposer enters the proposed or negotiated percentage of the Cost of the Work to be used to calculate the CM/GC Contingency Allowance.
9	Estimated Cost of the Work	[Enter Amount]	Enter the Estimated Cost of the Work prepared by the Proposer. This number is used to determine an estimated Guaranteed Maximum Price (GMP) used for approval of an estimated Contract Price.
10	CM/GC Contingency Allowance	(8 x 9)	Worksheet calculates amount of CM/GC Contingency Allowance by multiplying the CM/GC Contingency Allowance Percentage times the Estimated Cost of the Work.
11	Total CM/GC and Other Contingency Allowances	(10)	Worksheet calculates Total CM/GC and Other Contingency Allowances amount by adding the CM/GC Contingency Allowance to other specified contingency allowances.
12	Estimated Guaranteed Maximum Price	(4 + 7 + 11)	Worksheet calculates the Estimated GMP by summing the cost for Construction Support Costs, Cost of the Work with CM/GC Fee, and CM/GC and Other Contingency Allowances. Depending on the procedures used for calculating the CM/GC Fee, Items 8, 35, or 38 may be deleted. Delete terms that appear as **#REF!** in the equation for 44 per the Note to User for this section.
13	Total Amount of Contract Award	(1 + 12)	Worksheet calculates The Total Amount of the Contract Award (amount for which Contract will be awarded) by summing the Cost for CM/GC Services, the Estimated Guaranteed Maximum Price (calculated using the selected compensation method) and the Owner's Contingency Allowance.

Table 2—Compensation for CM/GC Services

Column	Column Title	Calculation	Comment
a	Task	**[Enter Data]**	Enter the Task Number (from the corresponding paragraph number) for each item in the final Agreement Exhibit A Scope of CM/GC Services. Standard tasks are shown.
b	Description	**[Enter Data]**	Enter the paragraph title for each item in the final Agreement Exhibit A Scope of CM/GC Services. Standard tasks are shown.
c - g	Name of Provider	**[Enter Data]**	Enter the name of each CM/GC service Provider. Enter the estimated number of hours for each task for each Provider in the rows below.
	Classification	**[Enter Data]**	Enter the type of service provided by each Provider. Examples: Project Manager, CM/GC Services Manager, Estimator, Scheduler etc.
	Billing Rate	**[Enter Amount]**	Enter the hourly billing rate for each Provider. Rate is to include all fringe costs and expenses.
h	Amount	Hrs **C c** **x** Rate **C c** **+** Hrs **C d** **x** Rate **C d** **+** Hrs **C e** **x** Rate **C e** **+** Hrs **C f** **x** Rate **C f** **+** Hrs **C g** **x** Rate **C g**	Worksheet calculates Amount by multiplying the number of hours for each Task times the Billing Rate in the Column Titles for each Provider and totaling these to determine the total amount for each Task item.

Row	Row Title	Calculation	Comment
1	Total Cost for CM/GC Preconstruction Basic Services	**∑ C h** for Task 1.00	Worksheet calculates total for Preconstruction Basic Services.
2	Total Cost for CM/GC Preconstruction Additional Services	**∑ C h** for Task 2.00	Worksheet calculates total for Preconstruction Additional Services.
3	Total Cost for CM/GC Preconstruction Services	**(1 + 2)**	Worksheet calculates total for Preconstruction Services.
4	Total Cost for CM/GC Procurement Basic Services	**∑ C h** for Task 3.00	Worksheet calculates total for Procurement Basic Services.
5	Total Cost for CM/GC Procurement Additional Services	**∑ C h** for Task 4.00	Worksheet calculates total for Procurement Additional Services.
6	Total Cost for CM/GC Procurement Services	**(4 + 5)**	Worksheet calculates total for Procurement Services.
7	Total Cost for CM/GC Services	**(3 + 6)**	Worksheet calculates the total for CM/GC Services. This number is transferred to **Table 1 R 1** to be included in the calculation of the Contract Price. It is not part of the Guaranteed Maximum Price for Work

Table 3—Basis of Compensation for Fixed Construction Support Cost

Column	Column Title	Calculation	Comment
a	CM/GC Number	**[Enter Data]**	Enter the CM/GC Number for this item as submitted in the Proposal. Used solely for convenience in referencing a line item
b	Contract Reference	**[Enter Data]**	Enter a reference to a specification section or drawing. Used to reference applicable Specification sections.
c	Description	**[Enter Data]**	Enter a brief description of the Fixed Construction Support Cost item.
d	Quantity	**[Enter Number]**	Enter the quantity of each Fixed Construction Support Cost item. If the cost is a lump sum item, the Unit designation would be LS and the quantity would be shown as "1".
e	Units	**[Enter Data]**	Enter the Units of measure. Example: months, weeks, each, or similar units.
f	Unit Cost	**[Enter Amount]**	Enter the Unit Cost per unit for each item.
g	Amount	**(d x f)**	Worksheet calculates the amount for each line item by multiplying the Quantity times the Unit Cost amount for each Item.

Row	Row Title	Calculation	Comment
1	Total Fixed Construction Support Costs	**∑ C g**	Worksheet calculates the Total Fixed Support Cost by summing all Fixed Support Cost line items. This amount is transferred to **Table 1**, **R 2**.

Table 4—Basis of Compensation for Time Sensitive Construction Support Cost

Column	Column Title	Calculation	Comment
a	CM/GC Number	**[Enter Data]**	Enter the CM/GC Number for this item as submitted in the Proposal. Used solely for convenience in referencing a line item
b	Contract Reference	**[Enter Data]**	Enter a reference to a specification section or drawing. Used to reference applicable Specification sections.
c	Description	**[Enter Data]**	Enter a brief description of the Time Sensitive Construction Support Cost item.
d	Quantity	**[Enter Number]**	Enter the quantity of each Time Sensitive Construction Support Cost item. If the cost is a lump sum item, the Unit designation would be LS and the quantity would be shown as "1".
e	Units	**[Enter Data]**	Enter the Units of measure. Example: months, weeks, each, or similar units.
f	Unit Cost	**[Enter Amount]**	Enter the Unit Cost per unit for each item.
g	Amount	**(d x f)**	Worksheet calculates the amount for each line item by multiplying the Quantity times the Unit Cost amount for each Item.

Row	Row Title	Calculation	Comment
1	Total Time Sensitive Construction Support Costs	**∑ C g**	Worksheet calculates the Total Fixed Support Cost by summing all Time Sensitive Construction Support Cost line items. This amount is transferred to **Table 1**, **R 3**.
2	Construction Period	**= (Table 1, R 49)**	Number of days in the Construction Period. This number is transferred here from **Table 1**, **R 49**.
3	Construction Support Cost Extended Rate	**(1 / 2)**	Worksheet calculates the Extended Rate for Time Sensitive Construction Support Cost by dividing the Total Time Sensitive Construction Support Cost by the number of days in the Construction Period.

ATTACHMENT F:

SCOPE OF WORK/COST SCHEDULE

Table 2—Compensation for CM/GC Services

a	b	c	d	e	f	g	e	f	g	e	f	g	e	f	g	h
Task	Description	Mike Panter Project Executive $ 212.60 Hours	Dan Taylor Project Manager $ 168.31 Hours	TBD Project Engineer $ 132.08 Hours	Doug Hoopes Construction Manager $ 200.52 Hours	Mike Fallentine Project Superintendent $ 176.36 Hours	David Fagerstrom MBR Expert / Precon Manager $ 224.68 Hours	Reo Evans Chief Estimator $ 176.36 Hours	Multiple Sr. Estimator $ 160.26 Hours	Sandy Evans Scheduler $ 168.31 Hours	Erick Ledezma Safety Manager $ 152.21 Hours	Sullivan Love Quality Manager $ 152.21 Hours	Cody Eslick EI&C Manager $ 224.68 Hours	Mike Ivy Electrical Estimator $ 145.23 Hours	William Fenn Programming Estimator $ 135.76 Hours	Amount
1.00	**Preconstruction Basic Services**															
1.01	Project Management	16	56		56	56	56	56	56				52	52	52	$ 91,659.88
1.02	Review of Preliminary Design Report	1	4		4	4	4	4	8				4	4	4	$ 7,302.28
1.03	Design Related Preconstruction Services	2	8		8	8	8	8	16				8	8	8	$ 14,604.56
1.04	Construction Management Plan and Implementation	4	8				8						2	2	2	$ 5,005.66
1.05	Construction Contract Administration	4	4													$ 1,523.64
1.06	Cost Management	3	12				12	172	424				12	12	12	$ 109,705.88
1.07	Time Management		40		40	24				160			34	34	34	$ 63,108.22
1.08	Quality Management		2								6	6				$ 2,163.14
1.09	Risk Management	4	8	8			4									$ 4,152.24
1.10	Safety Management		2								6	6				$ 2,163.14
1.11	Site Management and Environmental Controls		8		8	8	8	8	16		4	4	8	8	8	$ 15,397.04
1.12	Regulatory Requirements and Permits		4	8						2						$ 2,066.50
1.13	Procurement Strategy Plan	1	16				12	20	40				4	4	4	$ 17,562.00
1	**Total Cost for CM/GC Preconstruction Basic Services**															**$ 336,414.18**
2.00	**Preconstruction Additional Services**															
2.01	Diverse Business Enterprise Program Implementation															$ -
2.02	Value Engineering Studies	6	8	16	24	24	24	136	120				24	24	24	$ 74,525.04
2.03	Start Up and Commissioning Program		8				12						12	12	12	$ 10,110.68
2.04	Surveys and Drawings		2	2									8	8	8	$ 4,646.14
2.05	Regulatory Agencies		2										2	2	2	$ 1,347.96
2.06	Additional Inspections and Quality Management		4										4	4	4	$ 2,695.92
2.07	Studies, Reports, and Investigations		4	2			4	12	24				12	12	12	$ 13,866.72
2.08	Additional Copies of Documents															$ -
2.09	**[Other Additional Services, See Agreement Exhibit A]**															$ -
2	**Total Cost for CM/GC Preconstruction Additional Services**															**$ 107,192.46**
3	**Total Cost for CM/GC Preconstruction Services**															**$ 443,606.64**
3.00	**Procurement Basic Services**															
3.01	Project Management	4	4	4	4		4	8	16				4	4	4	$ 9,750.48
3.02	Assembling Work Packages		4	8			4	8	16				8	8	8	$ 10,649.00
3.03	Advertise for Bids		4	4			4	4	8				4	4	4	$ 6,110.48
3.04	Pre-bid Conferences		4		4		4	4	8				4	4	4	$ 6,384.24
3.05	Addenda		2	4			2	8	16				4	4	4	$ 7,312.02
3.06	Opening Bids	2	4				4	4	4							$ 3,343.64
4	**Total Cost for CM/GC Procurement Basic Services**															**$ 43,549.86**
4.00	**Procurement Additional Services**															
4.01	Diverse Business Enterprise Program Implementation		4													$ 673.24
4.02	Prequalification of Bidders		4				4	24	48				4	4	4	$ 15,519.76
4.03	Additional Work Packages		4				4	40	80	8			8	8	8	$ 26,839.00
4.04	Regulatory Agencies		2	2			2	16	32		2	2	2	2	2	$ 10,620.40
4.05	Additional Copies of Documents															$ -
4.06	**[Other Additional Services, See Agreement Exhibit A]**															$ -
5	**Total Cost for CM/GC Procurement Additional Services**															**$ 53,652.40**
6	**Total Cost for CM/GC Procurement Services**															**$ 97,202.26**
11	**Total Cost for CM/GC Services**															**$ 540,808.90**

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ATTACHMENT G:

INSURANCE

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **JANUARY 6, 2026**
TITLE:	A Resolution of Eagle Mountain City, Utah, Approving a Separation Agreement and General Release
ITEM TYPE:	Resolution
FISCAL IMPACT:	$25,660.39
APPLICANT:	Staff

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
NA	NA

PUBLIC HEARING
No

PREPARED BY
Marcus Draper, City Attorney

PRESENTED BY
Marcus Draper

RECOMMENDATION:
Staff recommends that the City Council adopt a Resolution of Eagle Mountain City, Utah, Approving a Separation Agreement and General Release

BACKGROUND:
This agreement governs the separation of former City Recorder and provides a release to the City of any and all potential liability.

ITEMS FOR CONSIDERATION:
N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:
NA

ATTACHMENTS:
1. Resolution
2. Agreement

RESOLUTION NO. R- -2026

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING A SEPARATION AGREEMENT AND GENERAL RELEASE

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve a Separation Agreement and General Release as directed as set forth in Exhibit A.

NOW THEREFORE, BE IT RESOLVED by the City Council of Eagle Mountain City, Utah for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. The Separation Agreement and General Release is hereby approved, as set forth in Exhibit A.

2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 6th day of January, 2026.

EAGLE MOUNTAIN CITY, UTAH

_____
Jared Gray, Mayor

ATTEST:

_____
Lacie Messerly
Interim City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 6th day of January, 2026.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting
☐ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☐ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

_____

Lacie Messerly
Interim City Recorder

Exhibit A

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **JANUARY 6, 2026**
TITLE:	ORDINANCE / PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 17.60.120 General Fencing/screening provisions.
ITEM TYPE:	Development Code Amendment
FISCAL IMPACT:	N/A
APPLICANT:	City-initiated

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
N/A	N/A

PUBLIC HEARING
Yes

PREPARED BY
Robert Hobbs, Senior Planner

PRESENTED BY
Robert Hobbs

RECOMMENDATION:
Staff recommends that the City Council adopt an Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 17.60.120 General Fencing/screening provisions.

BACKGROUND:
A pair of Neighborhood Improvement cases prompted the drafting of the attached code amendment designed to clarify and strengthen the City's disposition regarding maintenance of fences, walls and retaining structures. Legal counsel has reviewed the draft.

ITEMS FOR CONSIDERATION:
The City Council should consider the potential consequences associated with the proposed code changes if recommended for adoption. Ordinances pertaining to Development Code Amendments, and processing of the same, may be found in EMMC 17.05.120 & UCA 10-9a-501.

PLANNING COMMISSION ACTION/RECOMMENDATION:
The Planning Commission, during their regularly scheduled public hearing of December 09, 2025, voted to recommend that the City Council approve the draft amendment as written.

ATTACHMENTS:
1. Ordinance
2. Redlines

ORDINANCE NO. O- -2026

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE EAGLE MOUNTAIN MUNICIPAL CODE SECTION 17.60.120 GENERAL FENCING AND SCREENING PROVISIONS

PREAMBLE

WHEREAS the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code Section 17.60.120 General Fencing and Screening Provisions, as described in Exhibit A.

BE IT ORDAINED by the City Council of Eagle Mountain City, Utah:

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider an amendment to the Eagle Mountain Municipal Code Section 17.60.120 General Fencing and Screening Provisions, as described in Exhibit A.

2. The amendment described in Exhibit A is hereby approved.

3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 6th day of January, 2026.

EAGLE MOUNTAIN CITY, UTAH

_____
Jared Gray, Mayor

ATTEST:

_____
Lacie Messerly
Interim City Recorder

CERTIFICATION

The above ordinance was adopted by the City Council of Eagle Mountain City on the 6th day of January, 2026.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting
☐ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☐ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

_____

Lacie Messerly
Interim City Recorder

Posted on _____ by _____.

Exhibit A

17.60.120 General fencing/screening provisions.

P. Maintenance Required. All fences, walls, and retaining structures shall be maintained in good repair/condition and in a safe, upright condition.

Fences shall be:

1. Structurally sound, stable, and free of hazards.

2. Free of missing, broken, rotted, burned, decayed, destroyed (whole or in part) or severely bent components -- including slats, posts, and panels.

3. Kept painted, stained or cleaned to appear as new or nearly new.

4. Kept free of graffiti, unsightly damage, or deterioration that constitutes a visual or aesthetic nuisance.

5. Repaired or removed if they become severely damaged, dilapidated, dangerous, or abandoned.

Maintenance and repairs shall be completed in a timely and workmanlike manner using materials of comparable quality.

Fences that are not maintained shall be deemed unlawful.

~~P~~. Q. Abatement – Abatement of Unlawful Fences. The following fences are declared unlawful nuisances and shall be subject to the enforcement provisions of EMMC Title 4:

1. Any fence or wall (including retaining walls with walls or fences atop the same) that is in whole or in part weak, or constructed of broken, unsightly, inferior or old, worn materials of a flammable nature that may impair the value of the adjoining land.

2. Any fence (including retaining walls with walls or fences atop the same) constructed or maintained for the purpose of maliciously annoying the owners or occupants of an abutting property. Such fences or walls are considered as “spite” fences/walls.

3. Any fence (including retaining walls with walls or fences atop the same) not constructed or maintained in accordance with this section.

~~Q~~. R. Temporary Fencing. Temporary fencing may be approved by the city (e.g., during site plan review) for causes related to construction area protection, interim open air yard use prior to construction of a structure on that land area in commercial or industrial zones, or for security prior to installation of a permanent fence.

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **JANUARY 6, 2026**
TITLE:	MINOR SITE PLAN - Hidden Hollow Amenity Exchange (Minor) Site Plan Amendment.
ITEM TYPE:	Site Plan
FISCAL IMPACT:	N/A
APPLICANT:	Cadence Homes; Hunter Smith representing

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
Foothill Residential/Parks and Open Space	3.1

PUBLIC HEARING	PREPARED BY	PRESENTED BY
No	Robert Hobbs, Senior Planner	Robert Hobbs

RECOMMENDATION:
Staff is [again] neutral respecting this request, finding arguments for and against its merit. Nevertheless, if the City Council votes to approve the application, Staff recommends that the Planning Commission's added clubhouse amenity request be honored.

BACKGROUND:
(Justification - see Applicant's attached narrative and survey)...

This matter is a second request/attempt by Cadence Homes to receive approval to trade-out a required swimming pool for the Hidden Hollow development. Proposed is the substitution of a gym and additional lawn games for a swimming pool. The property under consideration is Parcel D in Hidden Hollow Phase C Plat 5 (County parcel/serial # 68:202:0536) at the southeast corner of the intersection of N. Smooth Way and N. Carlton Way in Eagle Mountain, UT 84005.

Although a recent code amendment permits administrative (Staff-level) review of site plans, the specific criteria outlined in that amendment—along with the code referenced in the 'Items for Consideration' section of this report—necessitated processing the Applicant’s request as a standard site plan amendment. As such, review by both the Planning Commission and City Council is required, since site plans in our City must be reviewed sequentially by these two bodies. That said, Staff considers the proposed amenity swap to be relatively minor in nature and scope, especially when compared to other types of possible site plan revisions. The Planning Commission expressed concern that the existing 600 sq. ft. gym space and proposed clubhouse amenities were shy of what should be provided - hence their recommended condition in the event of a favorable Council vote.

ITEMS FOR CONSIDERATION:
Code Matter(s):

"17.25.050 Generally applicable provisions.All development projects within any residential zone shall conform to the following general requirements:

L. Clubhouse and Swimming Pool. All multifamily developments in the MF1 and MF2 zones shall include a swimming pool in addition to the clubhouse. The approval authority of a preliminary plat or site plan may consider and approve alternatives to these improvements if the improvements are considered comparable or equivalent in cost and in benefit to the future residents. For this determination they should consider the size of units, the type of units, the proximity to other recreational amenities, and any unique attributes of the property.

1. Clubhouse or Community Center. A clubhouse facility that is centrally located in the development is intended to provide a recreational and social amenity to residents. Clubhouses or community centers shall be a minimum of 1,500 square feet (not including leasing office area) and accommodate at least seven and one-half square feet of clubhouse area per residential unit being served by the clubhouse. Developments may provide multiple clubhouses to fulfill this requirement. The clubhouse does not count towards fulfilling the amenity requirements found in Chapter 16.35 EMMC.

a. Clubhouse Improvements and Completion. Clubhouses shall include food serving facilities, large gathering areas suited to community meetings and events, restroom facilities, *and amenities that may include* exercise equipment, multimedia equipment, facilities to accommodate the arts, indoor recreation (basketball, volleyball, etc.), or upgraded food preparation or service facilities. The clubhouse shall be adjacent to the pool....
…
2. Swimming Pool. An in-ground swimming pool that is centrally located in the development is intended to provide a recreational and social amenity to residents. The pool shall be a minimum of 1,000 square feet in size and must accommodate at least four square feet of pool space per residential unit being served by the pool [Staff - based on plat C, this would equate to 128 sq. ft. of pool area]...."

Comments:
After being denied approval of the pool swap on October 7th of this year, the Applicants asked Staff to reschedule the matter again before the Planning Commission and City Council. They have indicated they have new information that they believe will convince the City to approve their request. Attached is all of the information we had by the time this report was ready for publication (see new survey screenshot exhibit/attachment).

As stated in October, assessment of the Applicant's proposal relegates the City to subjectively assessing, generally, whether the cost and demand for the proposed 600 sq. ft. gym, covered outdoor patio and cornhole courts [in the grass by the clubhouse, under the patio cover, in the clubhouse add-on?] would offset the cost and appeal of a pool. The pool, expectedly, would cost more to construct and maintain (e.g., pool deck, board, ladder, furniture, insurance, fencing, keyed gate, etc.) than a 600 sq. ft., inset gym. Further, the pool would only have seasonal availability — but may be more universally accessible or desirable than a gym (which has a more limited target user group but its own initial fixed expenses — especially equipment). A gym would likely be a lesser long-term maintenance expense. The Applicant surveyed their residents to ascertain the desirability of a pool vs. other amenities they desire. Attached is an updated survey document that shares their findings.

The space to be devoted to the proposed substitute amenities would roughly be the same as, or less than, that required for the pool per code. The Applicant notes in their narrative that they already have [separate] plans for "a large playground and pickleball court" on Parcel D.

Other than a couple of minor plan correction items cited by Public Works Staff, outside departments

had no comments respecting the proposed pool conversion. Site plan standards stemming from EMMC 17.100 are not germane to this matter, the clubhouse being separately reviewed through plan review.

PLANNING COMMISSION ACTION/RECOMMENDATION:
The Planning and Zoning Commission, during their regularly scheduled public hearing of December 09, 2025, voted to recommend that the Applicant's request be approved contingent upon them adding a few more amenities to/into the clubhouse - particularly the gathering area.

ATTACHMENTS:
1. Notice of Decision
2. Justification Narrative
3. Hidden Hollow Clubhouse Survey
4. Cadence Homes Site Plan

NOTICE OF DECISION
SITE PLAN AMENDMENT
HIDDEN HOLLOW PHASE C

Project Summary:
A request by Cadence Homes to amend an approved site plan pertaining to the Hidden Hollow clubhouse amenity, substituting a gym and additional lawn games for a/the required swimming pool. (Opengov report # PLGA-25-56)

Applicant/Representative:
Cadence Homes; Hunter Smith representing

Decision Summary:
The Eagle Mountain City Council, during their regularly scheduled public meeting of October 07, 2025, voted to deny the above referenced request. Consequently, in providing amenities for Phase C of Hidden Hollow, compliance with EMMC 17.25.050.L is, and shall be, required of the developer.

EAGLE MOUNTAIN CITY/DRC

Robert Hobbs
Robert Hobbs – Senior Planner
(signed electronically)

Date: October 08, 2025

cc: Leesa Holland, Building
Steven Lehmitz, Planning
Gina Olsen, City Recorder

To the City of Eagle Mountain,

Thank you for taking the time to review our request to make adjustments to the amenity at the Hidden Hollow Community. As you know, the city requires all multifamily developments to include a clubhouse and a swimming pool per code 17.25.050. Included in this code is the ability to approve alternatives that are "considered comparable or equivalent in cost and benefit" to the residents and future residents of the community. We would like to request an alternative to a swimming pool and instead construct a gym, additional outdoor uses, and a covered patio as part of the clubhouse.

A few reasons we suggest an alternative to a swimming pool include:

- The community experiences a lot of wind and the landscape surrounding the community is dry and dusty, which combined with the wind will result in increased maintenance costs for the HOA
- Seasonality of pool operations would allow it to be accessible for only a few months of the year (typically Memorial Day to Labor Day)
- Community feedback suggests other uses instead of pool
- Want to maintain HOA fees

As we thought about alternatives to a swimming pool, we wanted to find something that would allow residents the ability to use the amenity throughout the entire year. We decided a survey of the current residents in the community would give us a good idea of what will be used. The survey showed most respondents requesting a larger playground, with other respondents asking for a larger clubhouse and gathering space, additional pickleball courts, and a basketball court. Our currently approved amenity does include a large playground and pickleball court which will be constructed with the amenity and open space known as "Parcel D" on Plat 5. A follow-up question asked for additional ideas and a gym was the most frequent suggestion with other suggestions including a splash pad and outdoor games area. The survey results showed the most interest in more gathering space and a gym.

This led us to our current proposal of a 600 sf gym, a covered patio and grill attached to the clubhouse, and cornhole courts. The gym will include machines, free weights, and a yoga/stretching area. The covered patio will include tables, a grill, and storage accessible by residents. We feel that including each of these provides amenities to the residents that can be used year round and accommodate all residents and future residents.

One of the stipulations for the city code is the alternative must be "considered comparable or equivalent in cost and benefit." With this in mind, we asked a pool contractor to give us a quote on the pool which came back between $150,000 and $175,000. We also asked for

bids on the gym, covered patio and grill, and cornhole courts. The total of these estimates came back between $145,000 and $167,000.

For the above reasons, we request the city consider and approve our proposed alternative amenities to the Hidden Hollow community. By approving this proposal we will provide the residents with amenities to their community that can be used year round and accommodate any resident who lives in the community now or in the future.

HH Clubhouse Survey

We are excited to share that construction will soon begin on our new clubhouse, located in the center of the community. Earlier this year, we asked for your ideas on what you would like to see included. After reviewing all the feedback, we have narrowed it down to two final options and would love your input before a final decision is made.

Please note that while your feedback is very important, the final decision will ultimately depend on both ownership and the requirements set by the City of Eagle Mountain.

Option 1: Swimming Pool
Open seasonally from June 1 to August 31 each year.
Would include an increase to the monthly Common Area Maintenance (CAM) fee to cover maintenance and insurance costs.

Option 2: Fitness Center
A 600 square foot gym attached to the clubhouse.
No anticipated increase to the monthly CAM fee.

In addition to either option, the clubhouse area will also feature a new playground and pickleball court in the grassy area behind the building once construction is complete.

We are genuinely excited about these improvements coming to our community and appreciate your participation in helping shape what is next for Hidden Hollow.

Clubhouse Options

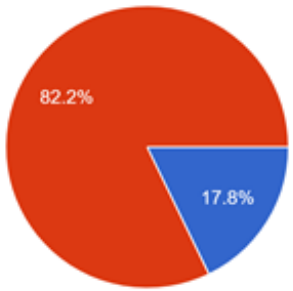
Multiple choice

- Option 1: New Swimming Pool
- Option 2: New Fitness Center
- Add option or add "Other"

Required

Clubhouse Options

73 responses



Option 1: New Swimming Pool
Option 2: New Fitness Center

GENERAL SITE NOTES

A. ALL FINISH GRADING TO SLOPE AWAY FROM PROPOSED STRUCTURES AT MIN 5% SLOPE FOR AT LEAST 10'-0" ON ALL SIDES OF STRUCTURES.
B. DRAINAGE PATTERN OF FINISHED GRADING SHALL NOT DRAIN ONTO ANY ADJACENT PROPERTIES.
C. CONTRACTOR TO PRESERVE AS MUCH OF THE NATURAL VEGETATION ON SITE AS POSSIBLE & CONFORM TO ALL NATURAL VEGETATION
D. DUST, MUD, & EROSION SHALL BE CONTROLLED BY WHATEVER MEANS NECESSARY, AND THE ROADWAY SHALL BE KEPT FREE OF MATERIALS AND DEBRIS AT ALL TIMES.
E. PROVIDE GAS LINE AS SHOWN. COORDINATE FINAL SIZES.



A G002 SITE PLAN
SCALE: 1" = 20'-0"

CADENCE HOMES
2801 N. THANKSGIVING WAY
STE #100
LEHI, UTAH 84043
BUS: 801.768.0503
FAX: 801.410.1565
EMAIL:
RYAN@CADENCEHOMES.COM

CADENCE HOMES - CLUBHOUSE
EAGLE MOUNTAIN UTAH
N CARLTON LN
HIDDEN HOLLOW

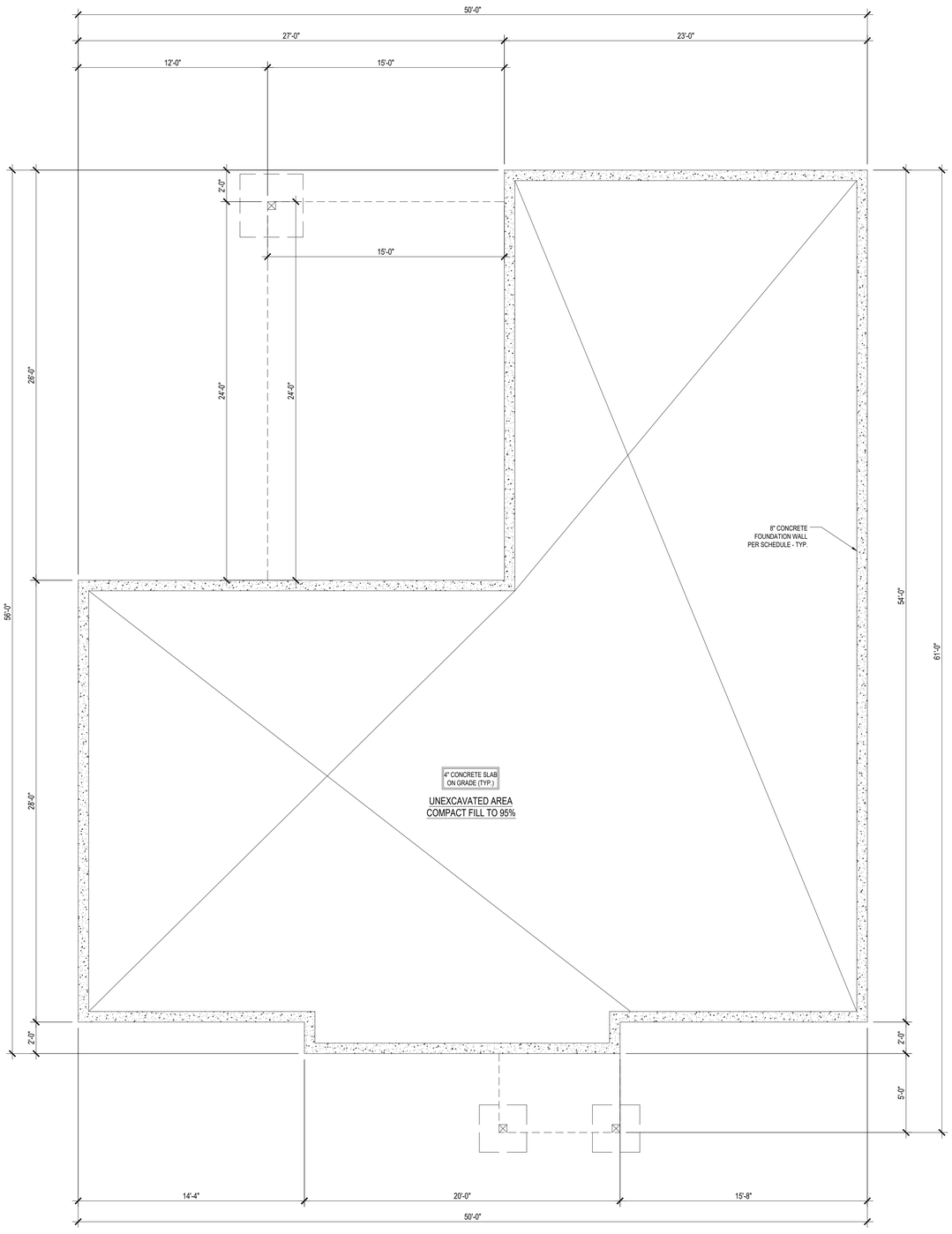
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PLOT SCALE: 1"=20'-0"
DATE: 09.02.25
JOB: TOWN-HOA
0536
RM

ISSUES/REVISIONS:	DATE:

SITE PLAN

G002



STRUCTURAL NOTES

A. PLANS ARE NOT COMPLETE WITHOUT STRUCTURAL CALCULATIONS.
B. REFER TO SHEET S0.0 FOR GENERAL STRUCTURAL NOTES.
C. ROOF SHEATHING TO BE APA RATED 7/16" OSB OR CDX PLYWOOD WITH 8d NAILS @ 6" O.C. EDGE, 12" O.C. FIELD.
D. FLOOR SHEATHING TO BE APA RATED 3/4" T&G W/ 10d NAILS OR SIMPSON WSNTL2LSW8 WOOD SCREWS @ 6" O.C. EDGES, 12" O.C. FIELD.
E. EXTERIOR STUD WALLS TO BE 2X6 @ 16" O.C. U.N.O. GARAGE WALLS MAY BE 2X4 @ 16" O.C. UP TO 10'-0" TALL U.N.O.
F. USE (14) 16d NAILS BETWEEN TOP PLATE SPLICE POINTS, 4'-0" LAP SPLICE (MIN)
G. INSTALL ALL SIMPSON HARDWARE PER MANUFACTURES SPECS.
H. HOLD DOWNS SHALL BE INSTALLED ON (2) FULL HEIGHT KING STUDS (MIN)
I. FLOOR JOISTS TO BE 14" FLOOR TRUSSES BY OTHERS.
J. ROOF RAFTERS TO BE 2X8 DF-L#2 @ 24" O.C. U.N.O.
K. PROVIDE 2X SQUASH BLOCKING AT FLOOR FRAMING TO MATCH DIMENSIONS OF POST ABOVE.
L. ALL DETAILS SHALL APPLY AT ALL SIMILAR SITUATIONS.
M. IF SUSPENDED PORCH SLAB EXCEEDS 6" THICKNESS, PROVIDE #4 BARS @ 18" O.C. 1½" FROM TOP OF SLAB IN ADDITION TO BOTTOM STEEL AS NOTED ON PLANS.
N. ALL LUMBER NOT PERMANENTLY PROTECTED FROM THE ELEMENTS SHALL BE PRESERVATIVE TREATED OR OF A DECAY RESISTANT SPECIES. CONTACT LEI ENGINEERING AND SURVEYORS, INC. IF A DIFFERENT SPECIES IS TO BE USED.

ELECTRICAL LEGEND

SYMBOL	DESCRIPTION
	DUPLEX OUTLET (GROUNDED)
WP	WEATHER PROTECTED GFCI DUPLEX OUTLET
	WALL MOUNTED FIXTURE
GFCI	GROUND FAULT CIRCUIT INTERUPTER
AFCI	ARC FAULT CIRCUIT INTERUPTER
	220 v OUTLET
	FAN
SM/CO2	SMOKE DETECTOR WIRED IN SERIES W/ CO_2 DETECTOR
$ $3 $4	SWITCH, 3 WAY SWITCH, 4 WAY SWITCH
	PENDANT LIGHT FIXTURE
	RECESSED LIGHT
	CEILING FIXTURE
PC	PULL CHORD INCADESCENT
	CEILING FAN

- OWNER IS TO DETERMINE ALL LOCATION OF OUTLETS AND SWITCHES
- FINISH MATERIAL PER OWNER
- ALL ELECTRICAL ON THIS SHEET IS SCHEMATIC FOR PERMIT PURPOSES ACTUAL LOCATIONS AND AMOUNT IS PER OWNER
- ALL ELECTRICAL WORK IS DESIGN BUILD AND IS TO MEET ALL CURRENT CODE REQUIREMENTS

FLOOR PLAN GENERAL NOTES:

1. SEE GENERAL NOTES ON SHEET G002 FOR ADDITIONAL REQUIREMENTS.
2. EXTERIOR DIMENSIONS ARE FROM EXTERIOR FACES OF FOUNDATION WALLS AND FROM ROUGH FRAMING. DIMENSIONS PRECLUDE SHEATHING, STONE AND BRICK.
3. ALL INTERIOR DIMENSIONS ARE TO FACE OF STUD WALL.
4. INTERIOR STUD WALL TO BE 3 1/2" (2X4 FRAMING @ 16. O.C.) , UNLESS OTHERWISE NOTED.
5. EXTERIOR STUD WALL & PLUMBING WALLS TO BE 5 1/2 "(2X6 FRAMING @ 16 O.C.) , UNLESS OTHERWISE NOTED.
6. GENERAL CONTRACTOR TO VERIFY ALL CONDITIONS BEFORE CONSTRUCTION.
7. SEE STRUCTURAL DRAWINGS AND CALCULATIONS FOR ALL STRUCTURAL REQUIREMENTS. INCLUDING FOUNDATION WALL SPECIFICATIONS, SHEARWALL AND HOLDOWN REQUIREMENTS.

FLOOR PLAN KEY NOTES: (X)

1. FLOOR DRAIN. COORDINATE WITH PLUMBING CONTRACTOR.
2. SEISMIC STRAPS FOR WATER HEATER AS REQUIRED. STRAPS SIZED AS PER IRC P2801.2.
3. MILLWORK COUNTER/CABINETS, COORDINATE STYLE AND FINISH WITH OWNER.
4. INSTALL ROD AND SHELF OR CLOSET ORGANIZER SYSTEM. OWNER TO SELECT CONFIGURATION.
5. RAILING TO CONFORM WITH CURRENT IRC REQUIREMENTS. COORDINATE FINISHES. OPEN GUARDS SHALL HAVE BALUSTERS OR ORNAMENTS PATTERN SUCH THAT A 4" DIAMETER SPHERE CANNOT PASS THROUGH ANY OPENING. IRC 312.2.
6. WALL LINE ABOVE/BELOW.
7. PROVIDE 5/8" TYPE X GYPSUM BOARD FOR 1 HOUR FIRE RATING TAPED AT SEPARATION WALLS AND CEILING BETWEEN HOUSE AND GARAGE AS REQUIRED BY IRC.
8. 22X30 ATTIC ACCESS.
9. PROVIDE MECHANICAL & ELECTRICAL ACCESS PANEL TO JETTED TUB AS REQUIRED BY MANUFACTURER.
10. STRUCTURAL COLUMN, SEE STRUCTURAL.
11. WALK-IN SHOWER. GLASS TO BE TEMPERED PER IRC.
12. PROVIDE HOOD ABOVE STOVE. COORDINATE WITH MECHANICAL & OWNER FOR STYLE & REQUIREMENTS.
13. PRE-MANUFACTURED WINDOW WELL. SEE 9/A501 FOR DETAILS.
14. PROVIDE DRAINAGE PAN FOR WASHER.
15. PROVIDE VENTILATION FOR DRYER PER IRC.
16. COORDINATE CONCRETE STAIRS WITH FINAL GRADING AND LANDSCAPING.
17. CONCRETE STOOP.
18. MECHANICAL EQUIPMENT TO RUN IN SHAFT TO ROOF.
19. OPTIONAL FEATURES. VERIFY WITH OWNER.
20. PROVIDE 5/8 " TYPE X GYPSUM BOARD ANYWHERE STAIRS ARE ACCESSED FROM BELOW.
21. DOOR TO BE 20 MIN. FIRE RATED OR BETTER. R309.2
22. SLOPE GARAGE FLOOR TO FRONT OF GARAGE @ 2% SLOPE MIN. OR TO F.D. COORDINATE WITH CONTRACTOR.
23. WHITEWATER WHIRLPOOL JETTED TUB.
24. COORDINATE WOOD PORCH & STEPS WITH FINAL GRADING AND LANDSCAPING.
25. FRAME WALL FOR FUTURE REMOVAL.
26. PAINTED HALF WALL WITH WOOD CAP. VERIFY WITH CONTRACTOR.
27. FIREPLACE. (GAS, ELECTRIC, WOOD) VERIFY DESIGN WITH CONTRACTOR.
28. 12" FURR DOWN @ CEILING FOR MECHANICAL. COORDINATE FINAL DESIGN WITH MECHANICAL CONTRACTOR.

FOOTINGS AND FOUNDATIONS, EXCAVATIONS, GRADING AND FILL SHALL COMPLY WITH THE PROVISIONS OF THE GEOTECHNICAL REPORT.

FOUNDATION WALL SCHEDULE

MAX HEIGHT	REINFORCEMENT
3' FOUNDATION WALL	#4 BARS @ 24" O.C. VERT., (3) #4 BARS HORIZ.
8' FOUNDATION WALL (BRACED @ T.OW.)	#4 BARS @ 24" O.C. VERT., (6) #4 BARS HORIZ.
9' FOUNDATION WALL (BRACED @ T.OW.)	#4 BARS @ 16" O.C. VERT., (7) #4 BARS HORIZ.

NOTES:
1. USE ½" DIAMETER x 7" EMBEDMENT ANCHOR BOLTS @ 32" O.C. W/ 3"x3"x¼" (0.229") PLATE WASHERS AT ALL EXTERIOR AND SHEAR WALLS U.N.O. (EDGE OF PLATE WASHER TO BE LOCATED WITHIN ½" OF SHEATHED EDGE OF SILL PLATE).
2. f'c=3,000 PSI. fy=60,000 PSI. NO SPECIAL INSPECTION REQUIRED.
3. PLACE (1) #4 BAR BELOW AND ON EACH SIDE OF EACH OPENING AND (2) #4 BARS ABOVE EACH OPENING. BARS SHALL BE PLACED WITHIN 2" OF THE OPENINGS AND EXTEND 24" BEYOND THE EDGE OF THE OPENING, VERTICAL BARS MAY TERMINATE 3" FROM THE TOP OF THE CONCRETE. OPENING REINFORCEMENT IS IN ADDITION TO STANDARD WALL REINFORCEMENT.
4. TOP AND BOTTOM BARS SHALL BE WITHIN 4" OF THE TOP AND BOTTOM OF THE WALL.
5. PLACE REINFORCEMENT IN THE CENTER OF THE WALL U.N.O.

FOOTING SCHEDULE (FT#)

DESIG.	LENGTH	WIDTH	DEPTH	LENGTHWISE REINFORCEMENT				CROSSWISE REINFORCEMENT				CAPACITY	NOTE
				QTY	SIZE	LENGTH	SPACING	QTY	SIZE	LENGTH	SPACING		
FT1	CONT.	20"	10"	2	#4	CONT.	EQ.	-	-	-	-	2500 PLF	
FT2	CONT.	18"	10"	2	#4	CONT.	EQ.	-	-	-	-	2250 PLF	SEE DETAIL 19/SD.1
FT3	24"	24"	10"	3	#4	18"	EQ.	3	#4	18"	EQ.	6000 LBS	
FT4	30"	30"	10"	3	#4	24"	EQ.	3	#4	24"	EQ.	9375 LBS	
FT5	36"	36"	10"	4	#4	30"	EQ.	4	#4	30"	EQ.	13500 LBS	
FT6	42"	42"	10"	4	#4	36"	EQ.	4	#4	36"	EQ.	18375 LBS	
FT7	48"	48"	10"	5	#4	42"	EQ.	5	#4	42"	EQ.	24000 LBS	

NOTES:
1. f'c=2,500 PSI, fy=60,000 PSI. NO SPECIAL INSPECTION REQUIRED.
2. FOOTINGS SHALL BEAR ON UNDISTURBED NATIVE SOILS OR STRUCTURAL COMPACTED FILL (95% COMPACTION), SPECIFIED AND TESTED BY A REGISTERED GEOTECHNICAL ENGINEER.
3. ALL FOOTINGS SHALL BEAR BELOW THE FROST LINE OF THE LOCALITY. (30" U.N.O.) PROVIDE 12" DIAMETER SONO-TUBE AT EXTERIOR SPOT FOOTINGS PER DETAIL 20/SD.1
4. PROVIDE J-BARS TO MATCH VERTICAL FOUNDATION WALL REINFORCEMENT WITH 24" MINIMUM LAP SPLICE INTO FOUNDATION WALL.
5. CENTER FOOTING UNDER FOUNDATION WALL U.N.O.

HOLDOWN SCHEDULE

SYMBOL	HOLDOWN/STRAP
	STHD10/10RJ HOLDOWN SEE DETAIL 15/SD.1

A / A100 FOUNDATION FLOOR PLAN
SCALE: 1/4" = 1'-0"

CADENCE HOMES
2801 N. THANKSGIVING WAY
STE.#100
LEHI, UTAH 84043
BUS: 801.768.0503
FAX: 801.410.1565
EMAIL:
RYAN@CADENCEHOMES.COM

CADENCE HOMES - CLUBHOUSE
EAGLE MOUNTAIN UTAH
N CARLTON LN
HIDDEN HOLLOW

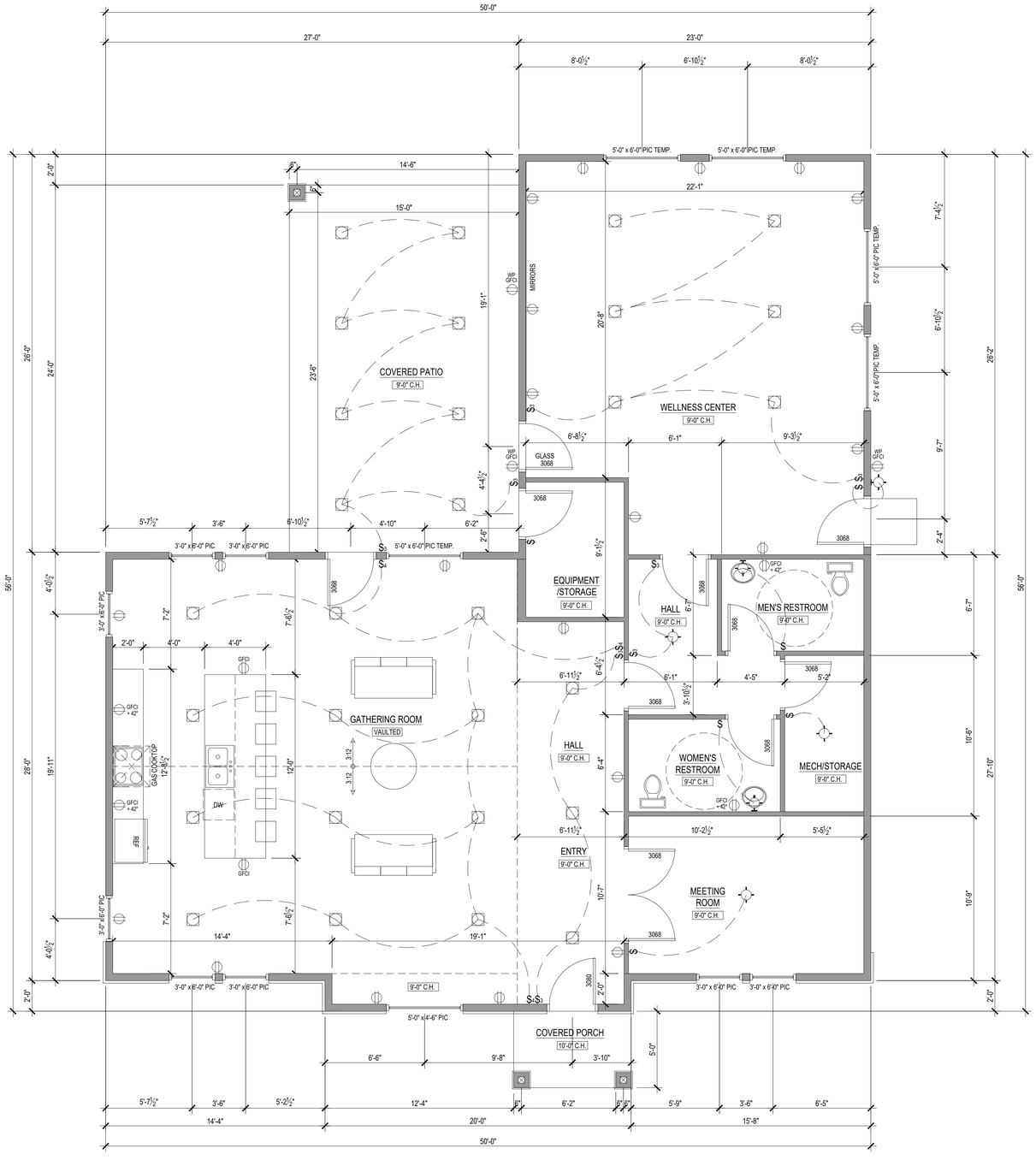
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PLOT SCALE: 1/4"=1'-0"
DATE: 09.02.25
JOB: TOWN-HOA 0536 RM

ISSUES/REVISIONS:	DATE:

FOUNDATION FLOOR PLAN

A100



STRUCTURAL NOTES

A. PLANS ARE NOT COMPLETE WITHOUT STRUCTURAL CALCULATIONS.
B. REFER TO SHEET S0.0 FOR GENERAL STRUCTURAL NOTES.
C. ROOF SHEATHING TO BE APA RATED 7/16" OSB OR CDX PLYWOOD WITH 8d NAILS @ 6" O.C. EDGE, 12" O.C. FIELD.
D. FLOOR SHEATHING TO BE APA RATED 3/4" T&G W/ 10d NAILS OR SIMPSON WSNTL2LSN8 WOOD SCREWS @ 6" O.C. EDGES, 12" O.C. FIELD.
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F. USE (14) 16d NAILS BETWEEN TOP PLATE SPLICE POINTS, 4'-0" LAP SPLICE (MIN)
G. INSTALL ALL SIMPSON HARDWARE PER MANUFACTURES SPECS.
H. HOLD DOWNS SHALL BE INSTALLED ON (2) FULL HEIGHT KING STUDS (MIN)
I. FLOOR JOISTS TO BE 14" FLOOR TRUSSES BY OTHERS.
J. ROOF RAFTERS TO BE 2X8 DF-L#2 @ 24" O.C. U.N.O.
K. PROVIDE 2X SQUASH BLOCKING AT FLOOR FRAMING TO MATCH DIMENSIONS OF POST ABOVE.
L. ALL DETAILS SHALL APPLY AT ALL SIMILAR SITUATIONS.
M. IF SUSPENDED PORCH SLAB EXCEEDS 6" THICKNESS, PROVIDE #4 BARS @ 18" O.C. 1 1/2" FROM TOP OF SLAB IN ADDITION TO BOTTOM STEEL AS NOTED ON PLANS.
N. ALL LUMBER NOT PERMANENTLY PROTECTED FROM THE ELEMENTS SHALL BE PRESERVATIVE TREATED OR OF A DECAY RESISTANT SPECIES. CONTACT LEI ENGINEERING AND SURVEYORS, INC. IF A DIFFERENT SPECIES IS TO BE USED.

HOLDOWN SCHEDULE

SYMBOL	HOLDOWN/STRAP
——■	STHD10/10RJ HOLDOWN SEE DETAIL 15/SD.1

FLOOR PLAN GENERAL NOTES:

1. SEE GENERAL NOTES ON SHEET G002 FOR ADDITIONAL REQUIREMENTS.
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5. EXTERIOR STUD WALL & PLUMBING WALLS TO BE 5 1/2 "(2X6 FRAMING @ 16 O.C.) , UNLESS OTHERWISE NOTED.
6. GENERAL CONTRACTOR TO VERIFY ALL CONDITIONS BEFORE CONSTRUCTION.
7. SEE STRUCTURAL DRAWINGS AND CALCULATIONS FOR ALL STRUCTURAL REQUIREMENTS. INCLUDING FOUNDATION WALL SPECIFICATIONS, SHEARWALL AND HOLDOWN REQUIREMENTS.

FLOOR PLAN KEY NOTES: (X)

1. FLOOR DRAIN. COORDINATE WITH PLUMBING CONTRACTOR.
2. SEISMIC STRAPS FOR WATER HEATER AS REQUIRED. STRAPS SIZED AS PER IRC P2801.2.
3. MILLWORK COUNTER/CABINETS, COORDINATE STYLE AND FINISH WITH OWNER.
4. INSTALL ROD AND SHELF OR CLOSET ORGANIZER SYSTEM. OWNER TO SELECT CONFIGURATION.
5. RAILING TO CONFORM WITH CURRENT IRC REQUIREMENTS. COORDINATE FINISHES. OPEN GUARDS SHALL HAVE BALUSTERS OR ORNAMENTS PATTERN SUCH THAT A 4" DIAMETER SPHERE CANNOT PASS THROUGH ANY OPENING. IRC 312.2.
6. WALL LINE ABOVE/BELOW.
7. PROVIDE 5/8" TYPE X GYPSUM BOARD FOR 1 HOUR FIRE RATING TAPED AT SEPARATION WALLS AND CEILING BETWEEN HOUSE AND GARAGE AS REQUIRED BY IRC.
8. 22X30 ATTIC ACCESS.
9. PROVIDE MECHANICAL & ELECTRICAL ACCESS PANEL TO JETTED TUB AS REQUIRED BY MANUFACTURER.
10. STRUCTURAL COLUMN, SEE STRUCTURAL.
11. WALK-IN SHOWER. GLASS TO BE TEMPERED PER IRC.
12. PROVIDE HOOD ABOVE STOVE. COORDINATE WITH MECHANICAL & OWNER FOR STYLE & REQUIREMENTS.
13. PRE-MANUFACTURED WINDOW WELL. SEE 9/A501 FOR DETAILS.
14. PROVIDE DRAINAGE PAN FOR WASHER.
15. PROVIDE VENTILATION FOR DRYER PER IRC.
16. COORDINATE CONCRETE STAIRS WITH FINAL GRADING AND LANDSCAPING.
17. CONCRETE STOOP.
18. MECHANICAL EQUIPMENT TO RUN IN SHAFT TO ROOF.
19. OPTIONAL FEATURES. VERIFY WITH OWNER.
20. PROVIDE 5/8 " TYPE X GYPSUM BOARD ANYWHERE STAIRS ARE ACCESSED FROM BELOW.
21. DOOR TO BE 20 MIN. FIRE RATED OR BETTER. R309.2
22. SLOPE GARAGE FLOOR TO FRONT OF GARAGE @ 2% SLOPE MIN. OR TO F.D. COORDINATE WITH CONTRACTOR.
23. WHITEWATER WHIRLPOOL JETTED TUB.
24. COORDINATE WOOD PORCH & STEPS WITH FINAL GRADING AND LANDSCAPING.
25. FRAME WALL FOR FUTURE REMOVAL.
26. PAINTED HALF WALL WITH WOOD CAP. VERIFY WITH CONTRACTOR.
27. FIREPLACE. (GAS, ELECTRIC, WOOD) VERIFY DESIGN WITH CONTRACTOR.
28. 12" FURR DOWN @ CEILING FOR MECHANICAL. COORDINATE FINAL DESIGN WITH MECHANICAL CONTRACTOR.

ELECTRICAL LEGEND

SYMBOL	DESCRIPTION
	DUPLEX OUTLET (GROUNDED)
WP	WEATHER PROTECTED GFCI DUPLEX OUTLET
	WALL MOUNTED FIXTURE
GFCI	GROUND FAULT CIRCUIT INTERUPTER
AFCI	ARC FAULT CIRCUIT INTERUPTER
	220 v OUTLET
	FAN
SM/CO2	SMOKE DETECTOR WIRED IN SERIES W/ CO_2 DETECTOR
$ $3 $4	SWITCH, 3 WAY SWITCH, 4 WAY SWITCH
	PENDANT LIGHT FIXTURE
	RECESSED LIGHT
	CEILING FIXTURE
PC	PULL CHORD INCADESCENT
	CEILING FAN

- OWNER IS TO DETERMINE ALL LOCATION OF OUTLETS AND SWITCHES
- FINISH MATERIAL PER OWNER
- ALL ELECTRICAL ON THIS SHEET IS SCHEMATIC FOR PERMIT PURPOSES ACTUAL LOCATIONS AND AMOUNT IS PER OWNER
- ALL ELECTRICAL WORK IS DESIGN BUILD AND IS TO MEET ALL CURRENT CODE REQUIREMENTS

SHEAR WALL SCHEDULE [1,3,4]

DESIG.	MATERIAL	8d NAILS EDGE	8d NAILS FIELD	1½" 16 GAGE STAPLES EDGE	1½" 16 GAGE STAPLES FIELD	CAPACITY WIND	CAPACITY SEISMIC	NOTE
1	7/16" OSB OR CDX PLYWOOD	6"	12"	3½" [2] [6]	12"	360	260	2,5
2	7/16" OSB OR CDX PLYWOOD	4"	12"	2" [6]	12"	530	350	2,5
3	7/16" OSB OR CDX PLYWOOD	3"	12"	-	-	685	490	2,5,6
4	7/16" OSB OR CDX PLYWOOD	2"	12"	-	-	895	640	2,5,6
5	½" SHEET ROCK OR BETTER	6"	12"	-	-	90	90	7
6	½" SHEET ROCK	4"	12"	-	-	155	155	7

NOTES:
1. WALL STUDS ARE TO BE SPACED AT 16" O.C. U.N.O.
2. SHEATH ABOVE AND BELOW OPENINGS IN PERFORATED SHEAR WALLS AS PER THE ADJACENT SHEAR WALL DESIGNATION ON EACH SIDE OF THE OPENING.
3. USE (2) KING STUDS AT EACH END OF SHEAR PANELS (SHEAR WALL CHORDS) U.N.O.
4. ALL PANEL EDGES SHALL BE BLOCKED WITH 2x OR WIDER FRAMING WITH EDGE NAILING AT ALL SUPPORTS AND PANEL EDGES U.N.O.
5. WHERE PANELS ARE APPLIED ON BOTH FACES OF A WALL AND NAIL SPACING IS LESS THAN 6" O.C. ON EITHER SIDE, PANEL JOINTS SHALL BE OFFSET TO FALL ON DIFFERENT FRAMING MEMBERS.
6. FRAMING AT ADJOINING PANEL EDGES AND SILL PLATES SHALL BE 3x OR WIDER FOR EDGE NAILING 3" O.C. OR LESS. NAILS AT ADJOINING PANEL EDGES AND INTO SILL PLATES SHALL BE STAGGERED. (DOUBLE 2x FRAMING STITCH-NAILED WITH STAGGERED 16d NAILS WITH SPACING EQUAL TO THE SHEAR WALL EDGE NAILING IS AN ADEQUATE SUBSTITUTE FOR 3x FRAMING.)
7. FASTENERS FOR SHEET ROCK SHEARWALLS SHALL BE NO. 6 TYPE S OR W DRYWALL SCREWS 1½" LONG IN LIEU OF 8d NAILS.

A101 — MAIN FLOOR PLAN
2,038 S.F.
SCALE: 1/4" = 1'-0"

CADENCE HOMES
2801 N. THANKSGIVING WAY
STE.#100
LEHI, UTAH 84043
BUS: 801.768.0503
FAX: 801.410.1565
EMAIL: RYAN@CADENCEHOMES.COM

CADENCE HOMES - CLUBHOUSE
EAGLE MOUNTAIN UTAH
N CARLTON LN
HIDDEN HOLLOW

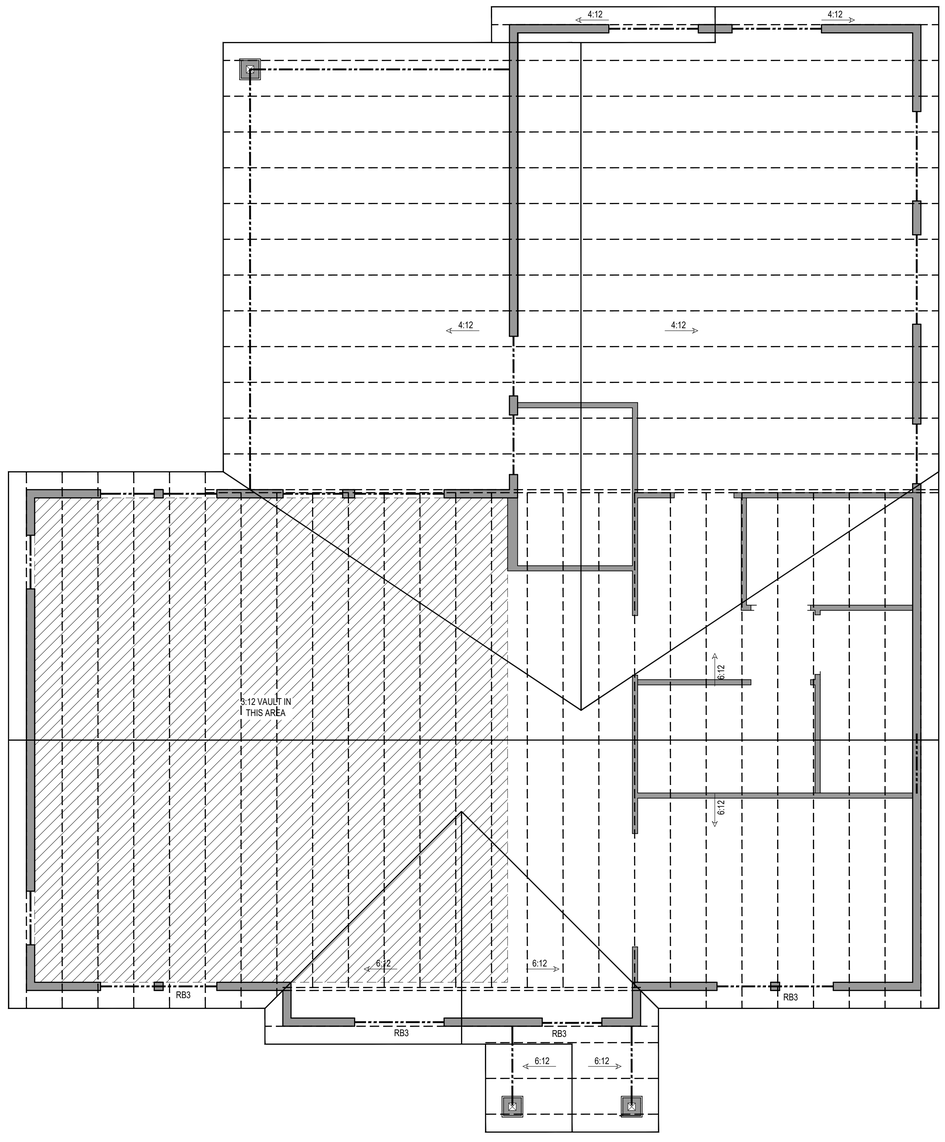
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MAIN FLOOR PLAN

A101



STRUCTURAL NOTES:

A. PLANS ARE NOT COMPLETE WITHOUT STRUCTURAL CALCULATIONS.
B. REFER TO SHEET SD.0 FOR GENERAL STRUCTURAL NOTES.
C. ROOF SHEATHING TO BE APA RATED 7/16" OSB OR CDX PLYWOOD WITH 8d NAILS @ 6" O.C. EDGE, 12" O.C. FIELD.
D. FLOOR SHEATHING TO BE APA RATED 3/4" T&G W/ 10d NAILS OR SIMPSON WSNTL2LS#8 WOOD SCREWS @ 6" O.C. EDGES, 12" O.C. FIELD.
E. EXTERIOR STUD WALLS TO BE 2X6 @ 16" O.C. U.N.O. GARAGE WALLS MAY BE 2X4 @ 16" O.C. UP TO 10'-0" TALL U.N.O.
F. USE (14) 16d NAILS BETWEEN TOP PLATE SPLICE POINTS, 4'-0" LAP SPLICE (MIN)
G. INSTALL ALL SIMPSON HARDWARE PER MANUFACTURES SPECS.
H. HOLD DOWNS SHALL BE INSTALLED ON (2) FULL HEIGHT KING STUDS (MIN)
I. FLOOR JOISTS TO BE 14" FLOOR TRUSSES BY OTHERS.
J. ROOF RAFTERS TO BE 2X8 DF-L#2 @ 24" O.C. U.N.O.
K. PROVIDE 2X SQUASH BLOCKING AT FLOOR FRAMING TO MATCH DIMENSIONS OF POST ABOVE.
L. ALL DETAILS SHALL APPLY AT ALL SIMILAR SITUATIONS.
M. IF SUSPENDED PORCH SLAB EXCEEDS 6" THICKNESS, PROVIDE #4 BARS @ 18" O.C. 1 1/2" FROM TOP OF SLAB IN ADDITION TO BOTTOM STEEL AS NOTED ON PLANS.
N. ALL LUMBER NOT PERMANENTLY PROTECTED FROM THE ELEMENTS SHALL BE PRESERVATIVE TREATED OR OF A DECAY RESISTANT SPECIES. CONTACT LEI ENGINEERING AND SURVEYORS, INC. IF A DIFFERENT SPECIES IS TO BE USED.

POST SCHEDULE (P#)

DESIG.	POST SIZE
P1	(1) 2x
P2	(2) 2x
P3	(3) 2x
P4	(4) 2x
P5	(5) 2x
P6	4x4
P7	6x6
P8	3½"x5¼" PARALLAM POST
P9	5¼"x5¼" PARALLAM POST

NOTES:
1. POSTS INDICATE NUMBER OF TRIMMER STUDS WHEN SPECIFIED AT HEADERS. ALL OTHER POST DESIGNATIONS REFER TO FULL HEIGHT KING STUDS U.N.O.
2. INSTALL (1) TRIMMER AND (1) KING STUD EACH SIDE OF EACH OPENING U.N.O.
3. INSTALL (2) TRIMMER STUDS AT EACH SIDE OF OPENINGS GREATER THAN 6'-0" WIDE U.N.O.
4. INSTALL (2) KING STUDS EACH SIDE OF OPENINGS GREATER THAN 8'-0" WIDE U.N.O.
5. 2x BUILT-UP POSTS SHALL BE THE SAME WIDTH OF THE WALL IN WHICH THEY ARE FRAMED U.N.O.
6. NAIL EACH PLY OF 2x BUILT-UP POSTS W/ 16d NAILS @ 6" O.C. STAGGERED U.N.O.
7. POSTS THAT ARE NOT FRAMED WITHIN A STUD WALL SHALL BE BRACED WITH BC OR AC POST CAP AND PB OR ABA POST BASE U.N.O.

BEAM SCHEDULE

DESIG.	QTY.	SIZE	TYPE
RB1	2	2x6	DF-L#2
RB2	2	2x10	DF-L#2
RB3	2	2x8	DF-L#2
RB4	1	3½"x9"	GLULAM
RB5	1	5½"x12"	GLULAM
OR	1	6¾"x12"	GLULAM
RB6	2	1¾"x9½"	MICROLLAM
OR	1	3½"x9"	GLULAM
RB7	2	1¾"x9½"	TIMBERSTRAND
OR	1	3½"x9"	GLULAM
RB8	1	5½"x9"	GLULAM
RB9	2	2x10	DF-L#2
RB10	2	2x10	DF-L#2
RB11	2	2x10	DF-L#2
RB12	-	NOT USED	-
RB13	2	1¾"x9½"	TIMBERSTRAND
OR	1	3½"x10½"	GLULAM
RB14	2	2x10	DF-L#2
RB15	-	NOT USED	-
RB16	2	2x10	DF-L#2

A A103 ROOF FRAMING PLAN
SCALE: 1/4" = 1'-0"

CADENCE HOMES
2801 N. THANKSGIVING WAY
STE #100
LEHI, UTAH 84043
BUS: 801.768.0503
FAX: 801.410.1565
EMAIL: RYAN@CADENCEHOMES.COM

CADENCE HOMES - CLUBHOUSE
EAGLE MOUNTAIN UTAH
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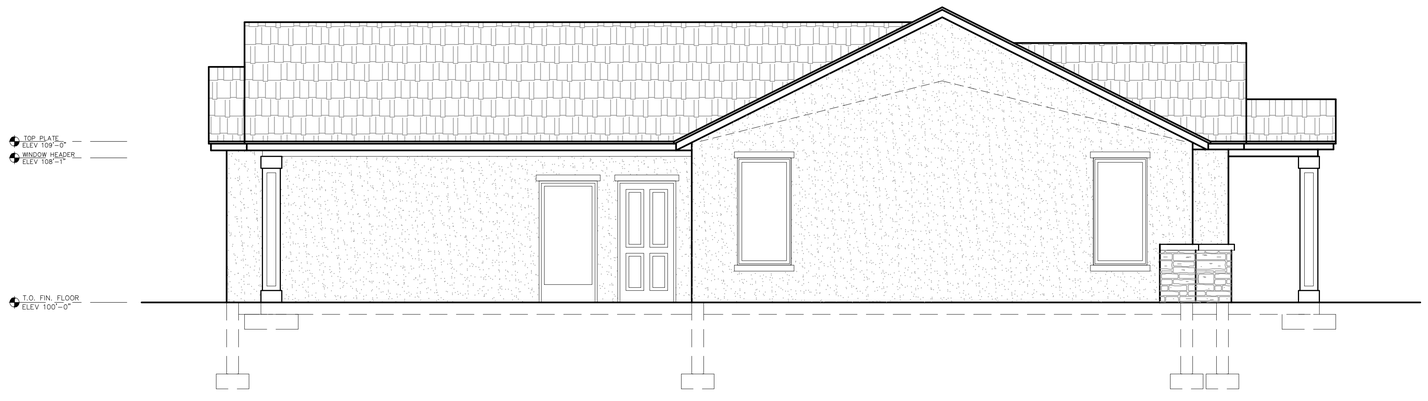
ROOF FRAMING PLAN

A103



A201 FRONT ELEVATION

SCALE: 1/4" = 1'-0"



B A201 LEFT ELEVATION

SCALE: 1/4" = 1'-0"

ELEVATION GENERAL NOTES:

1. FIREPLACE CHIMNEYS SHALL EXTEND AT LEAST 2'-0" ABOVE THE ROOF OR ANY PART OF THE BUILDING WITHIN 10'-0" IRC 1001.8.
2. PROVIDE METAL FLASHING AT ALL INTERSECTIONS OF SIDING, STUCCO, BRICK, STONE ETC.
3. FULL RAIN GUTTERS WITH DOWNSPOUTS EXTENDED 10'-0" AWAY FROM FOUNDATION WALLS OR AS REQUIRED BY LOCAL CODE.
4. ROOFING TO BE ARCHITECTURAL GRADE 30 YR. ASPHALT SHINGLES WITH (6) NAILS PER SHINGLE.
5. ALL EAVES AND VALLEYS TO HAVE ICE & WATER SHIELD.
6. ALL WINDOWS & GLASS UNITS TO BE DOUBLE GLAZED LOW- E.

ELEVATION KEY NOTES: (X)

1. HARDI PLANK LAP SIDING - CEDARMILL.
2. HARDI TRIM.
3. HARDI PANEL VERTICAL SIDING - CEDARMILL WITH HARDI BATTON STRIPS @ 16" O.C.
4. HARDIE SHINGLES - SHAKE STAGGERED.
5. HARDIE SOFFIT & 2x6 FASCIA (UNLESS OTHERWISE SPECIFIED - CEDARMILL. COORDINATE WITH GUTTER SYSTEM.
6. NOT USED.
7. 30 YEAR ARCHITECTURAL GRADE SHINGLE. COORDINATE STYLE AND COLOR WITH OWNER.
8. CULTURED STONE. COORDINATE WITH OWNER.
9. PRE-MANUFACTURED ROOF VENT. PROVIDE REQUIRED AMOUNT FROM VENTING CALCULATIONS AND I.R.C.
10. DECORATIVE COLUMN, SEE DETAIL 7/A401.
11. RAILING TO CONFORM WITH CURRENT IRC REQUIREMENTS. COORDINATE FINISHES. OPEN GUARDS SHALL HAVE BALUSTERS OR ORNAMENTAL PATTERN SUCH THAT A 4" DIAMETER SPHERE CANNOT PASS THROUGH ANY OPENING. IRC 312.2.
12. OVERHEAD GARAGE DOOR. SEE PLANS FOR SIZE. NOTCH FOUNDATION AS REQUIRED. STYLE AS PER OWNER.
13. CONCRETE STOOP.
14. COORDINATE CONCRETE STAIRS WITH FINAL GRADING AND LANDSCAPING.
15. CONCRETE FOOTING. SEE SHEET A100 FOR STRUCTURAL.
16. SLOPE GRADE 1" PER FOOT AWAY FROM STRUCTURE.
17. 12" POP-OUT.
18. CONCRETE FOUNDATION WALL, SEE SHEET A100 FOR STRUCTURAL.
19. PRE-MANUFACTURED STONE CAP.
20. WOOD BRACKET.
21. COORDINATE WOOD PORCH & STEPS WITH FINAL GRADING AND LANDSCAPING.
22. DOUBLE GLAZED LOW-E VINYL WINDOW. SEE PLANS FOR SIZES.
23. STEPPED FOUNDATION WALL. SEE STRUCTURAL SHEETS FOR DETAILS.
24. WOOD BEAM. SEE STRUCTURAL.

CADENCE HOMES

2801 N. THANKSGIVING WAY
STE.#100
LEHI, UTAH 84043

BUS: 801.768.0503
FAX: 801.410.1565
EMAIL:
RYAN@CADENCEHOMES.COM

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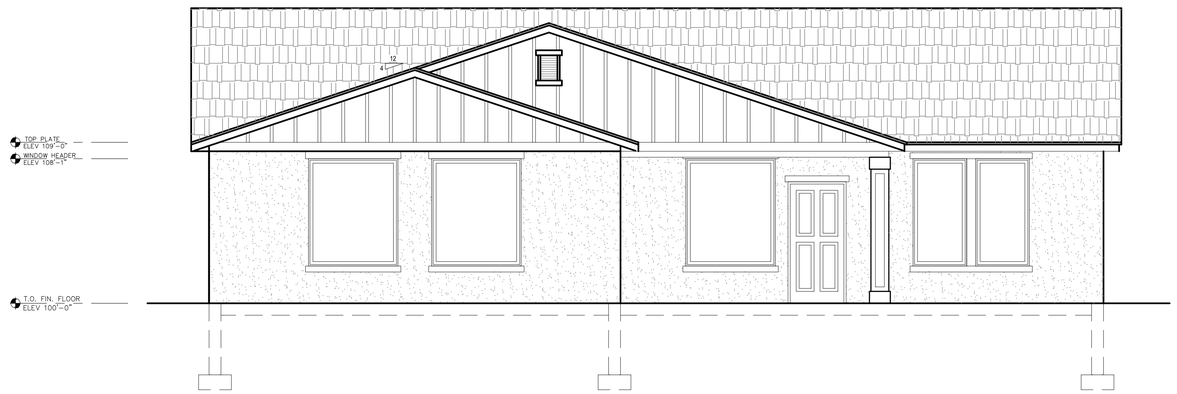
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EXTERIOR ELEVATIONS

A201



A A202 REAR ELEVATION

SCALE: 1/4" = 1'-0"



B A202 RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

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2. PROVIDE METAL FLASHING AT ALL INTERSECTIONS OF SIDING, STUCCO, BRICK, STONE ETC.
3. FULL RAIN GUTTERS WITH DOWNSPOUTS EXTENDED 10'-0" AWAY FROM FOUNDATION WALLS OR AS REQUIRED BY LOCAL CODE.
4. ROOFING TO BE ARCHITECTURAL GRADE 30 YR. ASPHALT SHINGLES WITH (6) NAILS PER SHINGLE.
5. ALL EAVES AND VALLEYS TO HAVE ICE & WATER SHIELD.
6. ALL WINDOWS & GLASS UNITS TO BE DOUBLE GLAZED LOW- E.

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13. CONCRETE STOOP.
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CADENCE HOMES

2801 N. THANKSGIVING WAY
STE.#100
LEHI, UTAH 84043

BUS: 801.768.0503
FAX: 801.410.1565
EMAIL:
RYAN@CADENCEHOMES.COM

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EXTERIOR ELEVATIONS

A202

Upcoming Staff Agenda Items for City Council Information (Tentative)

Development Projects

- PH Kroger Development Agreement

Code Amendments

- PH Enacting Section on Addressing and Street Naming
- PH Data Center Directional Signage (removed from 1/6)

Other Items

- Updated General Plan
- Site Plan – Hidden Hollow Exchange
- Scenic Mountain HOA - Lift Station Resolution
- City Council Liaison Appointments
- WS DISC – E-bikes/motorcycles on Trails
- WS DISC – Pony Express Days Parade Route
- WS DISC - Eagle Mountain Properties Phase 2, Part 1 - Rezone of 31 Properties

Redevelopment Agency

- PH - Mid-Valley CRA Project Area Plan & Budget

BUDGET WORK SESSIONS – 4-5 PM

- 2/17/2026
- 3/17/2026
- 4/21/2026
- 5/19/2026

Please note all items are tentative and are subject to change.

Updated 12/31/2025 - LM