RESOLUTION NO. 2019-R-14

A RESOLUTION APPROVING THE AGREEMENT FOR BUILDING SERVICES BETWEEN MIDVALE CITY AND SUNRISE ENGINEERING, INC.

WHEREAS, Midvale City is required to provide plan examination, building inspection, permitting, and other building services as part of the administration and enforcement of federal, state, and local laws and regulations; and

WHEREAS, Sunrise Engineering, Inc. (Sunrise) has significant expertise, is licensed to perform, and in the business of providing plan examination, building inspection, and other building services; and

WHEREAS, Sunrise desires to provide such building services to Midvale City; and

WHEREAS, Midvale City and Sunrise have determined that it is mutually beneficial to enter into the Agreement for Building Services (Agreement) for provision of building services within Midvale; and

NOW THEREFORE BE IT RESOLVED, that the Midvale City Council does hereby approve the Agreement and authorize the Mayor to execute the Agreement subject to such other terms and conditions as recommended by Midvale City's legal counsel.

APPROVED AND ADOPTED this ___ day of May, 2019.

Robert M. Hale, Mayor

ATTEST:

Rori L. Andreasen, MMC
Secretary

Voting by the Council:

<table>
<thead>
<tr>
<th>&quot;Aye&quot;</th>
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Agreement for Building Services

This Agreement for Building Services is made effective the 7th of May, 2019, by Midvale City, a Utah municipal corporation, and Sunrise Engineering, Inc., a Utah corporation.

Background

Sunrise has significant expertise, is licensed to perform, and is in the business of providing plan examination, building inspection, and other building services.

Midvale is in need of building services.

Sunrise desires to provide such building services to Midvale.

Midvale and Sunrise have determined that it is mutually beneficial to enter into this Agreement.

Therefore, in consideration of the mutual promises contained in this Agreement, it is agreed:

Agreement

1. Building Services.

Sunrise agrees to provide plan examination, building inspection, construction codes expertise, technical expertise, and other building services for Midvale (collectively, “Building Services”). Sunrise will provide all licenses, permits, personnel, vehicles, equipment, and supplies necessary to provide Building Services in a modern, well-equipped fashion. Sunrise will use its diligent efforts to ensure that the Building Services are performed in a professionally competent and timely manner and in compliance with all applicable laws and standards.

2. Provision of Building Services.

Sunrise agrees to fulfill the following requirements while providing Building Services to Midvale:

a. On-site Code Official. Sunrise will provide, at its sole cost, a qualified code official to assist Midvale City staff in accepting building plans, permit applications, and to provide support for the public and Midvale staff at Midvale City Hall from 10:00 AM to 2:00 PM each day that Midvale City Hall is open to the public. The code official should be at Midvale City Hall for a total of at least 20 hours during a standard work week.

b. Plan Examination.

i. Compliance. Sunrise will review all building plans for compliance with:
1. Utah’s current adopted versions of the construction codes identified by Utah Code Ann. § 15A-2-103, as amended;

2. The Americans with Disabilities Act;

3. Applicable engineering standards;

4. Applicable Midvale ordinances; and

5. All other applicable land use requirements.

ii. **Completion.** Sunrise will use its diligent best efforts to complete each residential plan review within five working days from its receipt of such plans. Sunrise will use its diligent best efforts to complete every nonresidential plan review within ten working days from its receipt of such plans.

c. **Building Inspections.**

i. **Inspector.** Sunrise will provide qualified inspectors to substantially conduct all inspections for Midvale. If Sunrise needs additional expertise, Sunrise will engage, at its sole cost, a third-party expert to assist Sunrise with its inspections.

ii. **Compliance.** Sunrise will inspect all permitted buildings and structures under construction for compliance with the project’s approved construction plans and the requirements listed in Section 2(b)(i) of this Agreement.

iii. **Completion.** Sunrise will use its diligent best efforts to complete scheduled building inspections within 24 hours of a request.

iv. **Modular Home/Office.** Sunrise will inspect permitted modular home and office installations for proper installation of structure, landings, stairs, handrails, utility connections, and location on property.

v. **Builder Report.** At the end of each inspection and upon availability on Midvale’s Building Services software, Sunrise’s inspector will provide to the builder a copy of the current inspection document performed on the builder’s project.

vi. **Midvale Records.** Sunrise will timely provide Midvale with copies of all plan reviews, inspection checklists, and final building inspections reports relating to each project for which Sunrise provides Building Services.

d. **Midvale Coordination.** Sunrise will coordinate with Midvale and accomplish all Building Services including, but not limited to, regular technical support at Midvale City Hall as specified under Section 2(a) of this Agreement, fielding incoming
requests from Midvale for inspections, dispatching building inspectors, conducting enforcement actions, keeping records of plan reviews, inspections, and enforcement actions performed, and providing copies or originals of such records as requested by Midvale.

e. **Legal Coordination.** Sunrise will coordinate with, assist, and accept direction from Midvale’s legal counsel regarding Building Services except for when the dispute is between Midvale and Sunrise. This includes, but is not limited to, code interpretation challenges and appeals.

f. **Third-Party Coordination.** Sunrise will coordinate with Unified Fire Authority, Salt Lake County Health Department, utility providers, and other required authorities regarding their approval of building plans and inspections.

g. **Enforcement Orders.** Sunrise will issue compliance and stop work orders, if necessary, in accordance with the current system in use in Salt Lake County or as mutually agreed by both Parties. Midvale is responsible for instigating any required legal action.

h. **Reporting.**

i. **Software.** Sunrise will keep all projects up to date through iWorQ or Midvale’s current work management software used for Building Services. This includes, but is not limited to, ensuring that project statuses, comments, and notes are current.

ii. **Additional Information.** Midvale may request additional information from Sunrise to monitor Sunrise’s performance under this Agreement.

iii. **Format.** Sunrise will provide its reports and requested information in a format acceptable to Midvale.

i. **Advice and Consultation.** Sunrise will act as a resource to Midvale and its employees, City Council, Planning Commission, Board of Appeals, and other Midvale boards and committees with respect to Building Services provided under this Agreement.

j. **Public Meetings.** Sunrise will attend Midvale’s City Council meetings, staff meetings, and development and planning meetings as requested by Midvale. Sunrise will waive all fees and charges otherwise applicable to the first two hours’ attendance at each such meeting. Sunrise may bill any fees and charges incurred at standard rates after the first two hours for each such meeting. The standard rates have been attached as Exhibit ‘A’.

k. **Emergency Safety Inspections of Key Public Facilities.** Within 12 hours after any disaster or other emergency that may have compromised the structural integrity, safety, or functionality of any public facility or facility needed to provide public shelter, services, utilities, or the like, Sunrise’s qualified personnel will inspect such
facility to determine the nature and extent of any damage and to assure that it may be safely used as proposed by Midvale or emergency officials operating within Midvale.

l. **Emergency Planning Meetings.** Sunrise will become familiar with Midvale’s emergency preparation and planning efforts. Sunrise will attend Midvale’s emergency planning meetings and regional planning meetings as Midvale reasonably designates from time to time. Sunrise will waive all fees and charges otherwise applicable to the first two hours’ attendance at each such meeting. Sunrise may bill any fees and charges incurred at standard rates after the first two hours for each such meeting.

m. **Miscellaneous Building Services.** At Midvale’s request and pursuant to a Work Order, Sunrise will perform the following additional services:

i. **Business Licensure.** Sunrise will review new business applications for verification that the use is appropriate to the type and construction of the building in which the business is to be located.

ii. **Unsafe Structures.** Sunrise will investigate and inspect reports of unsafe structures believed to be dangerous or a nuisance. Sunrise will provide reports to Midvale for Midvale’s use in its abatement process.

iii. **Emergencies.** Sunrise will cooperate with Midvale’s efforts to issue emergency permits on an expedited basis as the result of a natural or manmade disaster.

iv. **Other Services.** Sunrise will perform other services from time to time as mutually agreed upon by both Parties.

3. **Change in Level of Services.**

Midvale may reasonably modify the level of Building Services provided by Sunrise. Midvale must provide 15 days’ prior written notice of such modification. Sunrise will provide such modified Building Services pursuant to a mutually agreeable fee schedule or other adjustment to Sunrise’s compensation under this Agreement.

4. **Term.**

a. **Initial Term.** Sunrise’s obligation to perform Building Service under this Agreement will commence on the effective date of this Agreement and will expire, unless otherwise renewed or terminated, on June 30, 2024.

b. **Renewal.** The Parties may renew this Agreement for an additional five-year term by mutual agreement.

5. **Termination.**
Either Party may terminate this Agreement at any time by giving 30 days' prior written notice to the other party. Upon termination of this Agreement, Sunrise is obligated, at Midvale’s option, to:

a. Fully complete all Building Services remaining under any particular permit or project for which Sunrise has been paid; or

b. Promptly reimburse Midvale any unearned amount on any uncompleted project for which Sunrise has been paid.


a. Building Services. For satisfactory performance of Building Services, Midvale will pay Sunrise at least once per month the following specified portions of the total plan check and building inspection fees collected by Midvale for each project in arrears:

i. Up to $600,000 in building fees are charged at 38%;

ii. Up to $800,000 in building fees are charged at 37%;

iii. Up to $1,000,000 in building fees are charged at 35%; and

iv. Over $1,000,000 in building fees are charged at 32%

b. Work Orders.

i. Work. Sunrise will perform structural reviews and other services outside the scope of this Agreement pursuant to an itemized work order in such form as Midvale may specify from time to time and that is signed by an authorized officer or employee of Midvale (“Work Order”). For satisfactory performance of such additional services, Midvale will pay Sunrise’s standard rates and charges as specified in Exhibit ‘A.’

ii. Invoices. Sunrise will submit invoices for Work Orders to Midvale for work performed. Sunrise will try to submit such invoices within 30 days after performance of the underlying services. All invoices will be in a form reasonably acceptable to Midvale and will:

1. Contain references to the date of this Agreement, the specific project for which invoiced work was performed, and the specific work order issued for such services;

2. Itemize and describe in detail the services performed and the number of hours in one-tenth increments expended in performing such services; and

3. Contain copies, supporting documents, and proof of any expenditure on behalf of Midvale.
iii. **Remittance.** Midvale will remit the amount due under each invoice within 30 days after receipt, subject to prior resolution of any genuine disputes. Midvale will remit amounts to:

Sunrise Engineering, Inc.
Corporate Offices
25 East 500 North
Fillmore, UT 84631

iv. **Termination for Convenience.** Midvale may terminate any Work Order, in whole or in part, at any time prior to completion by written notice to Sunrise. Upon such termination, Midvale will pay Sunrise for all services satisfactorily performed by Sunrise pursuant to such Work Order as of the date of termination excluding damages, unearned fees, or anticipated profits on work not yet performed.

c. **Interest.** For any uncontested payment not remitted to Sunrise when due, Sunrise may recover interest on the amount at the rate of 10% per year from and after the date the remittance is due and payable.

d. **Non-Funding.** The Parties acknowledge that funds are not presently available for Midvale’s performance under this Agreement beyond June 30, 2019. Midvale’s ability to pay compensation under this Section beyond June 30, 2019, is contingent upon funds being appropriated in future fiscal years. In the event that insufficient funds are appropriated, the Agreement will terminate and become null and void on the first day of the fiscal year for which funds were not sufficiently appropriated. In the event of a reduction in appropriations, the Agreement will terminate and become null and void on the last day before the reduction becomes effective. Termination of this Agreement under this Section will not be considered a breach of this Agreement. Such termination will be without any penalty or liability.

7. **Performance Standards.**

a. **General.** Sunrise will perform Building Services in a timely, responsive manner. Sunrise will perform Building Services in a professional and ethical manner consistent with the level of care and skill ordinarily exercised by members of Sunrise’s profession currently practicing in the same locality and under similar circumstances.

b. **Residential Plan Review.** Sunrise will ensure that no less than 95% of all residential plan reviews, on average in any three-month period, are completed within five working days after the receipt of such plan by Midvale. 100% of all residential plan reviews will be completed within 14 working days after receipt of such plan by Midvale. Sunrise is not responsible for any delays or incomplete plan reviews as a result of any deficiencies in the submitted plans.
c. **Nonresidential Plan Review.** Sunrise will ensure that no less than 95% of all nonresidential plan reviews, on average in any three-month period, are completed within ten working days of such plan by Midvale. Sunrise is not responsible for any delays or incomplete plan reviews as a result of any deficiencies in the submitted plans.

d. **Inspections.** Sunrise will ensure that no less than 95% of all building inspections, on average in any three-month period, are completed no later than the end of the next business day after receipt of an inspection request by Midvale.

8. **Certification and Training.**

Sunrise will ensure that its personnel providing Building Services are licensed by all applicable authorities and have substantially the same certifications, meet the same professional and technical requirements, and, on average, have the same level of experience as other personnel regularly performing such functions for Salt Lake County’s Building Services Division. Sunrise will regularly conduct quality control inspection reviews of its personnel and their work to assure professional and technical proficiency and to determine training needs. However, the exact nature of how Building Services are to be provided, the discipline of personnel, and other matters incidental to providing such services are solely the responsibility of Sunrise.

9. **Chief Building Official.**

Midvale may designate a representative of Sunrise’s staff to be the Chief Building Official for Midvale. Sunrise may not prohibit or penalize Midvale’s designated Chief Building Official from applying for or accepting any employment offered by Midvale following the termination of this Agreement.

10. **Suspension of Services.**

a. **Suspension.** Midvale may, by written notice, direct Sunrise to suspend any of the Building Services for any specified period of time. Upon receipt of any notice of suspension, Sunrise will:

   i. Discontinue the identified Building Services;

   ii. Place no further orders or subcontracts for such Building Services;

   iii. Suspend all pending orders and subcontracts for such Building Services;

   iv. Protect and maintain any work for such Building Services; and

   v. Mitigate Midvale’s costs and liabilities for such Building Services.

b. **Costs.** If such suspension is not the result of Sunrise’s negligence or fault, Sunrise may charge Midvale for any extra costs incurred as a result of such suspension. Sunrise will waive any of its extra costs if it fails to notify Midvale of such costs.
within 21 calendar days after Midvale orders the resumption of Building Services and Sunrise fails to provide reasonable documentation of such costs with its notification.


a. Ownership. All documents, regardless of format, generated or used in connection with Sunrise’s performance of Building Services under this Agreement are Midvale’s property.

b. Delivery. Upon completion or earlier termination of Building Services and Midvale’s payment of any outstanding amounts owed to Sunrise, Sunrise will deliver to Midvale all documents, regardless of format and completion, produced or collected by Sunrise in its performance of Building Services.

c. GRAMA. Sunrise recognizes that Midvale is a governmental entity that is subject to Utah’s Government and Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 to 901. As such, any documents produced or collected under this Agreement may be subject to public access. Sunrise agrees to cooperate with and to supply any requested records to Midvale with any public records request. This obligation will survive any suspension or termination of Building Services.

d. Liability. Sunrise is not liable or responsible for the use of any documents by Midvale for any project other than the project that Sunrise originally prepared the documents for.

e. Reproduction. Sunrise may, at its sole expense, reproduce drawings, estimates, specifications, field notes, or data for its own files. Sunrise may not disclose, sell, publish, or display any such item without Midvale’s prior written consent. Sunrise may, at its sole expense, reproduce and use standardized forms developed under this Agreement.


Unless otherwise required by law or with Midvale’s prior written consent, Sunrise will not disclose any information obtained from Midvale in connection with this Agreement with any other party. Sunrise will safeguard the confidentiality of any information obtained from Midvale in connection with this Agreement to the same extent that Sunrise safeguards the confidentiality of its own proprietary or confidential information. The Section does not apply to any information that constitutes public records or to any information that enters the public domain for any reason other than its disclosure by Sunrise, its employees, or its subcontractors.

13. Laws and Regulations.

Sunrise will comply with all applicable laws, rules, regulations, and ordinances.

If any of Sunrise’s employees, officers, agents, subcontractors, or personnel of a similar nature develop any trade secret, prepare any copyrighted material, make any improvement, originate any invention, or develop any process in the performance of Building Services, such intellectual property will be the property of Sunrise. Without cost to Midvale, Sunrise will use such intellectual property for the benefit of Midvale and will allow Midvale to use such intellectual property for Midvale’s own internal use.

15. Parties’ Relationship.

a. **Independent Contractor.** Sunrise is an independent contractor retained by Midvale to perform Building Services. All persons employed by Sunrise in connection with this Agreement are employees of Sunrise and not of Midvale.

b. **Control.** Sunrise has complete control and discretion over any personnel providing Building Services under this Agreement.

c. **Salary and Wages.** Midvale has no obligation or liability for the payment of any salaries, wages, or other compensation to any personnel providing Building Services under this Agreement.

d. **No Employment Benefits.** No individual or entity providing Building Services under this Agreement has the right to pension, civil service, or any employment benefit provided by Midvale.


a. **Consent.** A Party may not assign, delegate, or subcontract any part of this Agreement without the other Party’s prior written consent. A Party may not unreasonably withhold its consent.

b. **Subcontracts.** Sunrise is responsible for acts or omissions of any of its subcontractors in the performance of Building Services. Any subcontractors retained by Sunrise to perform Building Services will be subject to the requirements of this Agreement.

17. Accounting and Auditing.

Sunrise must keep accurate and complete records in support of all payments paid by Midvale under this Agreement. Midvale or its representative may, at any reasonable time, examine, audit, and reproduce all records pertaining to costs including, but not limited to, payrolls, employees’ time sheets, invoices, and all other evidence of expenditures for Building Service. Such records must remain available for at least two years after the completion of the underlying Building Services.

Nothing in this Agreement is to be construed as granting Sunrise any exclusive right to perform any or all Building Services required by Midvale. Midvale may employ or contract with other individuals or entities to provide Building Services.

19. Indemnification.

a. Building Services. Sunrise agrees to defend, indemnify, and hold harmless Midvale and its officials, officers, employees, volunteers, and agents from and against any demand, liability, claim, damage, action, or proceeding, including reasonable legal fees, related to or arising in any way from the Building Services.

b. Limitations. Sunrise’s obligations under this Section are waived with respect to:

i. Midvale’s own negligence or intentional misconduct; and

ii. Sunrise’s reliance on or enforcement of any Midvale ordinance that is unconstitutional or otherwise invalid.

20. Insurance.

a. Requirement. Without limiting any indemnity or other obligations of Sunrise under this Agreement, Sunrise is required to, prior to performing Building Services, secure and continuously maintain throughout the term of this Agreement the following insurance policies and coverages. The insurance policies must be provided by reputable, licensed insurers reasonably acceptable to Midvale. Sunrise, upon request of Midvale, will provide sufficient evidence of its compliance with this Section.

b. Additional Insured. Midvale must be named as an additional insured on Sunrise’s insurance policies required under this Section.

c. Termination. An insurance policy required under this Section must provide Midvale with 30 days’ prior written notice of the termination of the policy or a reduction of coverage.

d. Commercial General Liability Insurance. Sunrise must maintain commercial general liability insurance coverage with a minimum single limit of at least $3,000,000. The coverage must include bodily injury and property damage liability coverage, contractual liability coverage, products and completed operations coverage, as well as coverage to protect against and from all loss by reason of injury to person or damage to property.

e. Business Automobile Liability Insurance. Sunrise must maintain business automobile liability insurance with a minimum single limit of at least $3,000,000 for bodily injury and property damage with respect to vehicles used in the performance of Building Services.
f. **Workers’ Compensation Insurance.** Sunrise must maintain workers’ compensation insurance as required by applicable workers’ compensation and employer’s liability statutes.

g. **Professional Negligence/Errors and Omissions Insurance.** Sunrise must maintain professional negligence/errors and omissions insurance with a minimum coverage amount of $3,000,000 per occurrence which covers all errors, omissions, and other professional negligence on the part of Sunrise and its officers, employees, contractors, and agents in connection with the performance of Building Services.

21. **Examination of Work.**

Midvale may examine all Building Services performed by Sunrise. Midvale may also reasonably reject unsatisfactory work performed by Sunrise. Midvale may give Sunrise a reasonable opportunity to correct unsatisfactory work before pursuing other remedies. Midvale’s examination of Building Services, failure to examine Building Services, acceptance of Building Services, or payment for Building Services does not relieve Sunrise from any of its obligations under this Agreement.

22. **Dispute Resolution.**

Any dispute arising under or relating to this Agreement will be resolved in the following order:

a. Good faith negotiations between the Parties;

b. Good faith mediation with each Party to paying one half of the mediation costs; and

c. Litigation. If a Party incurs any legal or attorney’s fees in litigation to resolve a dispute arising under or relating to this Agreement, the prevailing Party may recover such fees.

23. **Notice.**

Any notice under this Agreement will be considered sufficient if personally delivered or three days have passed after sending notice by United States Certified Mail, return receipt requested, addressed as follows:

To Sunrise: Sunrise Engineering, Inc.
Corporate Office
25 East 500 North
Fillmore, UT 84631

To Midvale: Midvale City
Attn: Community Development Director
7505 S. Holden Street
Midvale, UT 84047

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The Parties may, from time to time, change their respective addresses under this Section by written notice to the other Party.

24. **Modification.**

Any modification to the Agreement is prohibited without prior written consent by both Parties.

25. **Conflict of Interest.**

Sunrise affirms that none of its officers, employees, or immediate family members of its officers and employees is or has been an elected official, employee, board member, or commission member of Midvale or its affiliates who influences Midvale’s procurement process or any subsequent written agreement. Sunrise also represents and warrants that it has not provided any compensation in any form, whether directly or indirectly, to an elected official, employee, board member, or commission member of Midvale or its affiliates who influences the procurement process or any subsequent written agreement.

26. **Status Verification.**

Under the Utah Immigration Accountability and Enforcement Act, Utah Code Ann. §§ 63G-12-101 to 402, any entity contracting with a public employer is required to participate in Utah’s Status Verification System. Sunrise will provide Midvale a certification of its compliance with this requirement prior to providing Building Services.

27. **Non-Discrimination.**

Sunrise affirms that it does not discriminate against any individual because of race, color, sex, age, religion, national origin, disability, pregnancy, familial status, veteran status, genetic information, sexual orientation, or gender identity, and that these are not factors in consideration for employment, selection of training, promotion, transfer, recruitment, rates of pay, or other forms of compensation, demotion, or separation.

28. **Waiver.**

Failure by either Party to insist upon the strict performance of any condition of this Agreement or to exercise any right or remedy found under the Agreement does not constitute a waiver. Any Party may waive any of its rights or any conditions by written notice to the other Party. No waiver may affect or alter the remainder of this Agreement. Every other condition in the Agreement will remain in full force with respect to any other existing or subsequently occurring breach.

29. **Severability.**

In the event that any provision of the Agreement is held to be void, the voided provision will be considered severable from the remainder of the Agreement and will not affect any other
provision in the Agreement. If the provision is invalid due to its scope or breadth, the provision will be considered valid to the extent of the scope or breadth permitted by law.

30. **Governing Law and Venue.**

The Agreement is governed, construed, and interpreted under the laws of the State of Utah. Any suit arising from this Agreement must be brought within the appropriate court in Salt Lake County, Utah.

31. **Entire Agreement.**

This Agreement constitutes the entire agreement and supersedes all prior understandings or agreements relating to the provision of Building Services by Sunrise including, but not limited to, the Building Inspection and Plan Review Services Agreement signed and dated by Mayor Robert M. Hale on August 23, 2018.

*Signature Page to Follow.*

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Midvale City and Sunrise Engineering, Inc. have read and understood the terms of the Agreement for Building Services. Both Parties have demonstrated their willingness to enter into this Agreement as of the date above by having their authorized representatives sign below.

Midvale City

[Signature]

Robert M. Hale, Mayor

Attest:

[Signature]

Roni Andreason, City Recorder

Sunrise Engineering, Inc.

[Signature]

James Short, Service Center Manager
## SUNRISE ENGINEERING
### FEE SCHEDULE
#### EXHIBIT A

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<td>Water Rights Specialist III</td>
<td>$123</td>
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<tr>
<td>351</td>
<td>Construction Observer I</td>
<td>$67</td>
<td>921</td>
<td>Survey Tech</td>
<td>$80</td>
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<tr>
<td>352</td>
<td>Construction Observer II</td>
<td>$88</td>
<td>930</td>
<td>Survey CAD Tech</td>
<td>$115</td>
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<td>353</td>
<td>Construction Observer III</td>
<td>$98</td>
<td>935</td>
<td>One Man Survey Crew</td>
<td>$150</td>
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<tr>
<td>354</td>
<td>Construction Observer IV</td>
<td>$108</td>
<td>940</td>
<td>Survey Manager</td>
<td>$160</td>
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<tr>
<td>401</td>
<td>CAD Drafter I</td>
<td>$69</td>
<td>945</td>
<td>Registered Surveyor</td>
<td>$170</td>
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<tr>
<td>402</td>
<td>CAD Drafter II</td>
<td>$79</td>
<td>950</td>
<td>Principal Surveyor</td>
<td>$185</td>
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<tr>
<td>403</td>
<td>CAD Drafter III</td>
<td>$94</td>
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### REIMBURSABLE EXPENSE SCHEDULE

<table>
<thead>
<tr>
<th>Expense</th>
<th>Rate</th>
<th>Mark-Up</th>
</tr>
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<tbody>
<tr>
<td>Mileage</td>
<td>$0.59 per mile</td>
<td>N/A</td>
</tr>
<tr>
<td>Field Vehicle (on site)</td>
<td>$50 per day</td>
<td>N/A</td>
</tr>
<tr>
<td>Per Diem Meals</td>
<td>$57 per day</td>
<td>N/A</td>
</tr>
<tr>
<td>Tractor Nuclear Density Gauge</td>
<td>$40 per day</td>
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<tr>
<td>High Density Scanner</td>
<td>$150 per hour</td>
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<tr>
<td>Material Testing Lab Work</td>
<td>Actual Cost</td>
<td>15%</td>
</tr>
<tr>
<td>Outside Consultants, Aerial Photography, etc.</td>
<td>Actual Cost</td>
<td>15%</td>
</tr>
<tr>
<td>Lodging</td>
<td>Actual Cost</td>
<td>10%</td>
</tr>
<tr>
<td>Other Expenses incurred</td>
<td>Actual Cost</td>
<td>10%</td>
</tr>
</tbody>
</table>

Fees automatically change after the beginning of the year and are subject to change on other occasions. Base 01-2019
Memorandum

To:        Kane Loader, City Manager

From:      Matt Dahl, Interim Community Development Director

CC:        Fawn Hullinger, Procurement/Contract Specialist

Date:      April 25, 2019

Re:        Professional Services Exemption for Sunrise Engineering to Perform Building Services

In June 2018, Midvale lost Christopher Weintz, one of the City’s building and plan inspectors, to outside employment. The City already had a backlog of plan reviews that needed to be completed. Midvale had previously utilized Sunrise Engineering for overflow and technical assistance in the past. In August 2018, the City entered a contract with Sunrise Engineering to assist the City with overflow plan reviews and building inspections.

The City, after a lengthy search and many unqualified candidates, hired Kirk Anderson to replace Christopher Weintz. However, in April 2019, Kirk quit his position with the City. Faced again with an increasing backlog of plan reviews and building inspections and another lengthy search to find another building and plan inspector, the City found that it was necessary to increase its reliance on Sunrise Engineering and other contracted firms to assist with the plan reviews and building inspections.

After reviewing its options, the City found that it could save money by completely contracting out its Building Department to Sunrise Engineering. Sunrise Engineering is uniquely qualified to perform building services for the City. Sunrise Engineering has 18 offices across the Mountain West and employs nearly 350 employees. Sunrise Engineering specializes, amongst other services, in building code services. Sunrise Engineering provides or has provided building inspection for numerous cities across Utah including Midvale’s neighbor, Cottonwood Heights. Over the course of its multi-year relationship with Sunrise Engineering, Midvale has been very pleased with Sunrise Engineering’s work and professionalism.

Midvale is in need of complete building services including plan review, building inspections, and enforcement at this time. Because of Sunrise Engineering’s familiarity with the City and existing projects, their expertise in Building Services, and the savings provided to the City, I am requesting a Professional Services exemption from our procurement system as allowed by Midvale Municipal Code 3.02.060(E).

Matt Dahl
Interim Community Development Manager

Kane Loader
City Manager