



Elk Ridge City
Attn: Brandon Hundley
645 W Goosenest Dr.
Elk Ridge, UT 84651

October 28, 2022

TRANSMITTED VIA EMAIL (NO HARD COPY WILL FOLLOW):
Insert Name (b.hundley@elkridgecity.org)

**RE: Hillside & Oak Lane PRV Design
Professional Engineering Services Proposal**

Dear Brandon,

Thank you for the opportunity for Aqua Engineering (AQUA) to provide a scope of services and fee estimate for the referenced project. We look forward to the opportunity to work with you again to improve your water system functionality and efficiency.

Below is a narrative of our project understanding followed by the proposed scope of work, project team, relevant experience, schedule, and fee estimate.

PROJECT UNDERSTANDING

Based on email and phone correspondence as well as site visits, AQUA understands this project will consist of the design of two new PRV stations to be located on Hillside Dr. just north of the intersection with Oak Lane in Elk Ridge, UT. Associated piping changes within the immediate vicinity of these PRV to facility reconnection of the new stations are also part of this project. Specifically, changes to piping to reconnect the new Hillside PRV to the existing 8" PVC mainline located within Hillside Dr. and changes to connect the new Oak Lane PRV to the existing 8" mainline located within Oak Lane. Due to the nature of the existing piping, a short section of new piping will be required to make the connection to the existing Oak Lane mainline upstream of an existing PRV that is to be abandoned.

CONCEPTUAL CONSTRUCTION COSTS

These PRV stations are mostly straight-forward in construction and will involve construction of two (2) PRV stations on existing 8" water mains within existing city road rights-of-way. The PRV stations include 6" main PRVs (for 8" Main lines) with 4" low-flow bypass PRVs, isolation valving and appurtenant fittings within the stations. There will be some additional piping and valving required to connect the Oak Lane PRV to the existing piping located within Oak Lane. The following construction cost estimate should be considered conceptual in nature and includes roughly +/- 20% contingencies. If the city opts to procure materials and construct this station using city personnel, cost savings of up to 20% could be realized.

1. Mobilization & Excavation.....	\$15,000
2. PRV Station Vault	\$40,000
3. PRV Station Mechanical & Piping.....	\$70,000
4. PRV Station Electrical, Controls & Instrumentation	\$25,000

5. 8" Piping & Valves to connect Oak Lane PRV to Ex. Piping .	\$12,500
6. Regrade Hillside Drive.....	\$1,500
Total	\$164,000 + 8500 (Aqua)
	= \$ 172,500

SCOPE OF WORK

TASK 1 . PROJECT MANAGEMENT

AQUA will develop, maintain, and monitor overall project scope, budget, and schedule throughout the duration of the Project. During scheduled review meetings, AQUA and Elk Ridge will collaborate to ensure Project decisions made are in the best interest of the overall goals. Periodic coordination calls will take place as needed. These meetings will be coordinated to be virtual via teleconference to reduce cost. Meetings will be held at the 70% and 100% design level to ensure design conformance with City standards.

TASK 2 . ENGINEERING DESIGN

AQUA Engineering will develop engineered design drawings and specification (as necessary) for construction of the infrastructure improvements. These drawings will be signed and sealed by a licensed professional engineer within the state of Utah for submission to the Utah Division of Drinking Water (UDDW) for plan approval. AQUA will prepare the Project Notification Form (PNF) and facilitate the submission and review by UDDW and will provide the necessary feedback to the division to obtain plan approval prior to construction.

INFORMATION TO BE PROVIDED BY THE CLIENT

1. Water System Mapping
2. Confirmation of Utility Locations

CLARIFICATIONS, EXCLUSIONS, AND ADDITIONAL SERVICES

Additional or supplemental services beyond the above Scope of Work shall be performed only upon mutual agreement in writing between Elk Ridge City and AQUA. These services include additional work resulting from changes in the extent of the Project or its design including, but not limited to, changes in Project size, complexity, schedule, or character, or construction approach. Specifically, we note the following clarifications and exclusions to our Scope of Services:

1. Geotechnical Engineering, Site Analysis and/or Reporting
2. Topographical Survey Data
3. Project Bidding and Contract Administration Services
4. Construction Observation and Management

SCHEDULE

AQUA is ready and available to begin work immediately upon receiving Notice to Proceed and estimates that the majority of services will be completed within 45 days but no later than 60 days from receipt of such notice.

COMPENSATION

The estimated compensation for performing the Scope of Services as identified herein is on a time and material basis (T&M) not-to-exceed fee of \$8,500.00. Additional services can be provided upon request and mutual agreement. AQUA will submit progress invoices based on actual labor hours expended and reimbursable expenses.

A copy of our standard Terms and Conditions along with our Billing Rate Schedule is attached. If this Professional Services Agreement is acceptable to you, please sign the Authorization section below and on the first page of the Terms and Conditions, keep one original copy for your records and return one complete original copy to AQUA.

If you have any questions, please contact Darin Hawkes at (801) 299-1327.

Sincerely,



AQUA Engineering
Darin Hawkes, PE

Encl.: Standard Terms & Conditions

AUTHORIZATION

Project: Hillside & Oak Lane PRV Design
Client: Elk Ridge City

Scope of Services Accepted by:
Elk Ridge City

Authorized Signature

Date

AQUA Engineering/Client

Standard Terms and Conditions

533 W 2600 S., Suite 275 Bountiful, UT 84010

Phone: 801-299-1327/ Fax: 801-299-0153



I. SCOPE

AQUA Engineering (AQUA) agrees to perform the services described in the proposal attached hereto which incorporates these terms and conditions. Unless modified in writing by the parties hereto, the duties of AQUA shall not be construed to exceed those services specifically set forth in the proposal. These terms and conditions and the proposal, when executed by Client, shall constitute a binding agreement on both parties (hereinafter the "Agreement").

II. COMPENSATION

Client agrees to pay for the services in Article I in accordance with the compensation provisions in the proposal. Payment to AQUA will be made within 30 days after the date of billing. Interest on the unpaid balance will accrue beginning on the 31st day at the maximum interest rate permitted by law.

Time-related charges will be made in accordance with the billing rate referenced in the proposal or Agreement. Direct expenses and Subcontractor services shall be billed in accordance with the proposal or compensation exhibit attached to this Agreement. Otherwise, AQUA's standard billing rates shall apply.

III. RESPONSIBILITY

AQUA is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the Work. AQUA shall perform the services in accordance with generally accepted engineering practices and standards in effect when the services are rendered. AQUA does not expressly or impliedly warrant or guarantee its services.

In performing construction management services, AQUA shall act as agent of Client. AQUA's review or supervision of work prepared or performed by other individuals or firms employed by Client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

The presence of AQUA's personnel at a construction site, whether as on-site representative, resident engineer or construction manager, shall be for the sole purpose of determining that the work is generally proceeding in conformance with the intent of the project specifications and contract documents and does not constitute any form of guarantee or assurance with respect to contractor's performance. AQUA shall have no responsibility for the contractor's means, methods, techniques, sequences, for safety precautions and programs incident to the contractor's work, or for any failure of contractor to comply with laws and regulations applicable to performing its work.

IV. INDEMNIFICATION

AQUA agrees to indemnify, defend, and hold Client harmless from and against any liability to the extent arising out of the negligent acts, errors or omissions of AQUA, its agents, employees, or representatives, in the performance of duties under the Agreement. Regardless of any other term of this Agreement, in no event shall AQUA be responsible or liable to the other for any incidental, consequential, or other indirect damages. The Client agrees to limit AQUA's liability for the Client's damages to AQUA's fee.

V. ATTORNEYS' FEES

In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the nonprevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

VI. INSURANCE

AQUA shall maintain during the life of the Agreement the following minimum insurance:

1. **Comprehensive general liability** insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
2. **Automobile bodily injury and property damage liability** insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000
3. **Statutory Worker's compensation and employers' liability** insurance as required by state law.
4. **Professional liability** insurance with limits of not less than \$1,000,000.

VII. SUBCONTRACTS

AQUA shall be entitled, to the extent determined to be appropriate by AQUA, to subcontract any portion of the Work to be performed under this Agreement.

VIII. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. The Agreement is not to be assigned by either Client or AQUA without the prior written consent of the other.

IX. INTEGRATION

These terms and conditions and the proposal to which they are attached represent the entire understanding of Client and AQUA as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both parties, provided further that any terms and conditions in any Task Order or purchase order issued in connection or under the Agreement which are inconsistent with the Agreement are deemed null and void.

X. CHOICE OF LAW/JURISDICTION

This Agreement shall be administered and interpreted under the laws of the state in which the AQUA office responsible for the project is located. Jurisdiction of litigation arising from the Agreement shall be in that state.

XI. SEVERABILITY

If any part of the Agreement is found unenforceable under applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

XII. NO BENEFIT FOR THIRD PARTIES

The services to be performed by AQUA hereunder are intended solely for the benefit of Client, and no right or benefit is conferred on, nor any contractual relationship intended or established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on AQUA's performance of its services hereunder.

XIII. WORK PRODUCT

AQUA and Client recognize that AQUA's work product submitted in performance of this Agreement is intended only for the Client's benefit and use. Change, alteration, or reuse on another project by Client shall be at Client's sole risk, and Client shall hold harmless and indemnify AQUA against all losses, damages, costs and expense, including attorneys' fees, arising out of or related to any such unauthorized change, alteration or reuse.

Any signed, stamped and dated Construction Documents prepared by the Consultant are the Work Product. CADD files are furnished for convenience only. The transfer of the CADD files for use by the Client shall not be deemed a sale and the Consultant makes no warranty, either express or implied, of merchantability or fitness for any particular purpose.

XIV. SUSPENSION OF WORK

Work under this Agreement may be suspended as follows:

1. **By Client.** By written notice to AQUA, Client may suspend all or a portion of the Work under this Agreement if unforeseen circumstances beyond Client's control make normal progress of the Work impracticable. AQUA shall be compensated for its reasonable expenses resulting from such suspension including mobilization and de-mobilization. If suspension is greater than 30 days, then AQUA shall have the right to terminate this Agreement in accordance with Article XIV, Termination of Work.
2. **By AQUA.** By written notice to Client, AQUA may suspend the Work if AQUA reasonably determines that working conditions at the Site (outside AQUA's control) are unsafe, or in violation of applicable laws, or for other circumstances not caused by AQUA that are interfering with the normal progress of the Work. AQUA's suspension of Work hereunder shall be without prejudice to any other remedy of AQUA at law or equity.

XV. TERMINATION OF WORK

This Agreement may be terminated as follows

1. **Client** (a) for its convenience on 30 days' notice to AQUA, or (b) for materially breaches this Agreement through no fault of Client and AQUA neither cures such material breach nor makes reasonable progress toward cure within 15 days after Client has given written notice of the alleged breach to AQUA.
2. **By AQUA** (a) for cause, if Client materially breaches this Agreement through no fault of AQUA and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after AQUA has given written notice of the alleged breach to Client, or (b) upon five days' notice if Work under this Agreement has been suspended by either Client or AQUA in the aggregate for more than 30 days.
3. **Payment upon Termination.** In the event of termination, AQUA shall perform such additional work as is reasonably necessary for the orderly closing of the Work. AQUA shall be compensated for all work performed prior to the effective date of termination, plus work required for the orderly closing of the Work. Except for termination of AQUA by Client for cause, AQUA shall also receive a termination fee equal to 15 percent of the total compensation yet to be earned under existing authorizations at the time of termination.

XVI. NOTICES

All notices required under this Agreement shall be by personal delivery, facsimile or mail to the AQUA Project Manager and to the person signing the proposal on behalf of the Client and shall be effective upon delivery to the address stated in the proposal.

Engineer

Client



INNOVATIVE ENGINEERING SOLUTIONS

aquaeng.com

533 W 2600 S Suite 275 Bountiful, UT 84010
Phone: 801.299.1327 | Fax: 801.299.0153