

This is EXHIBIT K, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated April 3, 2024.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

The Effective Date of this Amendment is: July 25, 2024

Background Data

Effective Date of Owner-Engineer Agreement: *April 3, 2024*

Owner: *SPRING CITY*

Engineer: *Sunrise Engineering, Inc.*

Project: *Spring City Sewer Improvements Project 2024*

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- ☒ ~~Additional Services to be performed by Engineer~~
- ☐ ~~Modifications to services of Engineer~~
- ☐ ~~Modifications to responsibilities of Owner~~
- ☒ ~~Modifications of payment to Engineer~~
- ☐ ~~Modifications to time(s) for rendering services~~
- ☐ ~~Modifications to other terms and conditions of the Agreement~~

Description of Modifications:

Several sewer line alignments were modified during the design phase based on topography and actual surveyed locations of existing home sewer cleanouts. In accordance with the National Environmental Policy Act (NEPA) and USDA-RD funding requirements, the original project Environmental Report will need to be amended to reflect the current alignments. Any new alignments or surface disturbance that are outside of previously developed roadways or sewer alignments will trigger a requirement for a cultural survey associated with the ER amendment.

Additional services to be performed by Engineer will include amending the Environmental Report (ER) with associated scoping, consultation and cultural survey (if required).

Compensation Packet BC-2: Basic Services – Standard Hourly Rates is amended to ADD the following compensation amounts. The compensation amounts listed below shall be considered a not to exceed limit for the services provided in this amendment.

Exhibit K – Amendment to Owner-Engineer Agreement.

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1. The total compensation for services under Paragraph C2.01 is estimated to be based on the following estimated distribution of compensation:

a. Study and Report Phase	\$12,000
b. Preliminary Design Phase	No Additional Compensation
c. Final Design Phase	No Additional Compensation
d. Bidding and Negotiating Phase	No Additional Compensation
e. Construction Phase	No Additional Compensation
f. Post-Construction Phase	No Additional Compensation

Agreement Summary:

Original agreement amount:	\$ 748,000
Net change for prior amendments:	\$ 0.00
This amendment amount:	\$ 12,000
Adjusted Agreement amount:	\$ 760,000

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____
Print _____
Name: _____

Title: _____

Date Signed: _____

By: Jesse Ralphs
Print _____
Name: Jesse Ralphs

Title: Vice President

Date Signed: 7/30/2024

AGENCY CONCURRENCE:

USDA-RD

By: _____
Print _____
Name: _____

Title: _____

Date Signed: _____

Exhibit K – Amendment to Owner-Engineer Agreement.

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Memo; Councilman McCain, Council meeting

Re: bids for camerawork on sewer line.

I was told by Daniel Olson Park cities sewer treatment plant superintendent that it would be very difficult for me to find anyone that would be interested in coming to Spring city and scoping our pipes. I was told of three companies , 1. Twin D 2 Pro pipe 3. 4dplumbing.

1. Pro pipe moved to Colorado and no longer has an interest in any business in Utah.
2. 4D plumbing sold the camera the works on long distances can't do the job we need.
3. Twin D can do the work but they are scheduled out 2 ½ weeks.

I went ahead and scheduled twinD out two and half weeks on July 23. I know that's an overstep of my authority. But I felt we were in crunch time.

TWIN "D" Inc.



3120 N. 675 E. Layton, Utah 84041
801-771-3038 www.twind.net

Estimate

ADDRESS

MIKE BLACK
SPRING CITY

ESTIMATE # 1299

DATE 07/16/2024

PROJECT NAME

INFILTRATION DISCOVERY

ESTIMATOR

STUART DENNY

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
MVH	MUNICIPAL VIDEO INSPECTION - HOURLY RATE - THIS IS A PORT TO PORT VIDEO INSPECTION REQUEST TOTALING 12 HOURS - LEAVE LAYTON AT 6 AM - ONSITE 8:30 AM - LEAVE SITE 3 PM - RETURN TO OFFICE BY 6 PM	12	235.00	2,820.00

A FULL DAY WILL BE USED AND BILLED REGARDLESS OF THE
TIME SPENT ON SITE.

SUBTOTAL

2,820.00

TAX

0.00

TOTAL

\$2,820.00

Accepted By

Accepted Date

TWIN "D" Inc.



3120 N. 675 E. Layton, Utah 84041
801-771-3038 www.twind.net

GENERAL PROJECT SPECIFICATIONS

The specifications outlined below shall serve as general guidance for projects by and between Twin D Inc, hereinafter referred to as the TDI, and the CUSTOMER. All or part of said specifications shall apply to every agreement and project based upon the scope of work requested or required. The CUSTOMER shall defend, indemnify, and hold harmless TDI, its subcontractors, agents, and employees for all liability, other than that caused by negligent acts, errors, or omissions of TDI or its subcontractors, agents, employees, or affiliates.

Specifications:

- **Traffic Control:** TDI shall perform all work along city, county, and state highways in a manner that conforms to federal, state, and local regulations and safety practices. TDI shall provide basic traffic control required on roads that are two lanes and smaller or with speed limits of 30 miles per hour or less. The CUSTOMER shall provide all traffic control required beyond the scope outlined above, including, but not limited to traffic control flagging, permits and/or warning signs as required on roads greater than two lanes, with speed limits greater than 30 miles per hour and state and federal highways, or be billed additional for it to be provided by TDI or a third party.
- **Jobsite Access:** The CUSTOMER shall be responsible for ensuring there is a clear area to the job location which is of sufficient size to accommodate the required personnel and equipment. The CUSTOMER shall clear, expose, and mark all lids, covers or openings for TDI. If TDI is required to locate/unbury any manholes or portions of the system, or wait while the CUSTOMER's crews perform the work, it shall be considered extra work and billed at a rate of \$245 per hour. TDI shall not be required to access any manholes, boxes or open culverts located off-road or within wet, unstable soil conditions, if TDI feels it could cause harm to the equipment. The CUSTOMER shall have the option to correct the soil condition or access to allow work within these areas, if any.
- **Minimum Rates:** If TDI is called to mobilize to clean, video inspect or test a project of less than 800 feet, or 5 sections if testing, the CUSTOMER will be billed the mobilization fee + the hourly rate for that truck, with at least a 2-hour minimum, rather than the per foot price. Additionally, if TDI crews arrive onsite and the manholes/boxes, pipe, jobsite, etc. are not accessible or if TDI cannot perform the work because the project is not ready, the CUSTOMER will be billed the mobilization fee + the 2-hour minimum hourly rate for any trucks deployed.
- **Extra Time:** Any "standby" time will be billed at the truck standard hourly rate (referenced below). Examples of extra time or standby time include, but are not limited to, waiting for the CUSTOMER contact to arrive onsite or to provide instructions/information, waiting for the CUSTOMER to unbury manholes or build roads, waiting for access to manholes/jobsite, waiting for access to dump site or water hydrant, TDI crews having to map out lines or project, investigate lines/manholes, unburying manholes, video inspection crew having difficulty getting the camera down dirty pipe that was not cleaned prior or waiting for water to be pumped out of a pipe.
- **Pipe Condition:** The CUSTOMER shall be responsible for the condition of the pipe, unless damaged by TDI. The CUSTOMER shall be responsible for all damage to TDI equipment caused by defective pipes. In the event that the TDI equipment becomes lodged in a line due to the condition of the pipe, the CUSTOMER shall be responsible for all excavation costs necessary to retrieve the equipment or pay equipment replacement costs. If TDI is required to wait while the CUSTOMER's crews excavate and remove TDI equipment, it shall be considered extra work and billed at a rate of \$245 per hour. TDI reserves the right to refuse the use or introduction of the equipment in any environment where caustic, acidic, or other hazardous chemicals have been flushed, if any.
- **Water For Cleaning:** The CUSTOMER shall be responsible for providing all water necessary for the pipe cleaning, potholing or hydro-excavating at no cost to Twin D. This shall be provided through culinary hydrant access within ½ mile of the project. The CUSTOMER shall be responsible for obtaining hydrant access permission and temporary hydrant meters from the water system owner. If TDI is required to get water further than ½ mile from the project or make arrangements for a water source, the CUSTOMER will be billed water hauling time at the hourly rate and additional water costs. If TDI is required to arrange to get a water meter from the city or water district all rental fees are to be paid by the CUSTOMER.
- **Dump Site:** The CUSTOMER shall provide a dump site within ½ mile of the project for all debris removed during cleaning, potholing or hydro-excavating. If a dump site is further than ½ mile, the CUSTOMER will be billed travel time at the hourly rate. The CUSTOMER shall be responsible for obtaining permission from the dump site owner. All costs associated with disposal of debris shall be paid by the CUSTOMER. Disposal shall be in accordance with all applicable federal, state, and local regulations, if any. If TDI is required to arrange for and provide a dump site, additional dump fees of, at least, \$400.00 per dump + potential hauling time to the offsite dump location, will be charged.
- **Root Removal:** During the video inspection portion, if roots are found in the line and it is requested that they be removed, TDI will evaluate the video to ensure it is safe to run a cutter through the section. No root cutting will be done without first video inspecting the pipe segment to assure it can be done safely for the crew and equipment. All "on road" root cutting will be billed by the hour at a rate of \$255.00 per hour, with a 2-hour minimum. All "Easement line" root cutting that requires additional manpower, will be billed at a rate of \$325.00 per hour, with a 2-hour minimum.
- **Project Map:** The CUSTOMER shall provide an accurate map of the project (preferably in electronic form), showing all manholes, catch basins, pipes and required numbering. If TDI must build a map, this will be considered extra work and will be billed at \$245 per hour.
- **Four Pass Rule:** TDI will make a maximum of four passes through a pipe with the cleaning equipment for the per/foot pricing. If the section is still found to be dirty, it will be considered "an extreme condition" and the operator will continue cleaning until it is free of debris but will track the extra cleaning time. All "extreme condition" cleaning time will be billed as extra time, at a rate of \$ 245 per hour. (Applies to per foot pricing only)

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- **Reverse Run Rule:** TDI will set up at one end of the pipe segment and attempt to travel the length of the section with the camera. If an obstruction prohibits inspection of the entire section, TDI will then set up on the other end of the section to continue the inspection with the hope of coming to the same stopping point with the obstruction. If it is still not possible to complete the section, and the problem is beyond TDI control, the CUSTOMER will then be billed for the entire section. (Applies to per foot pricing only)
- **CCTV Existing "Uncleaned or Dirty" Pipe:** TDI shall only guarantee video quality for lines cleaned by TDI Crews. If TDI is contracted to CCTV Existing pipe that is not cleaned prior to CCTV, TDI makes no guarantee of getting completely through the line. If the pipe is to be cleaned by the CUSTOMER prior to TDI crews, this shall be completed within 14 days prior to TDI arrival. All lines televised, but not cleaned by Twin "D" Inc crews shall be classified as "uncleaned".
- **Robotic Cutting:** A Schwalm Robotic cutter is used for trimming protruding laterals, reinstating laterals for lining projects and for grinding mineral or blemishes in the pipe. If the crew arrives onsite and attempts to travel the pipe to the point of cutting but is unable to do so because of dirty pipe or other obstructions, the CUSTOMER will be billed the mobilization fee + the hourly rate for that truck, with at least a 2.5-hour minimum.
- **Hydro-excavating / Potholing:** The CUSTOMER shall Blue stake, mark and remove all hard surfaces for TDI crews. This shall be completed prior to TDI crews arriving onsite. The CUSTOMER shall also be required to backfill and patch all pothole areas after the measurements or work is completed. If TDI is required to wait for CUSTOMER to perform any of these tasks, it shall be considered as standby time and will be billed at the hourly rate of \$260.00 per/hour.
- **Night / Weekend work:** All requests for work that take place on Saturday or Sunday as well as weekdays between 6 PM and 6 AM will be considered night work and will incur a price differential of 20%. Such requests will also require a 7 day prior notice for scheduling.
- **Deliverable:** Upon completion of a video inspection project, TDI shall deliver the videos, logs, and maps to the CUSTOMER. The video records shall be delivered via DVDs at no additional cost. A flash drive or drop box option are also available at an additional cost of \$10 per.
- **Guarantee:** TDI does not warrant or otherwise guarantee collection system performance or structural condition.
- **Job Specific Requirements:** It is the responsibility of the CUSTOMER to provide TDI with all job specific requirements or specifications. Typically, this would include city, state or federal regulations or requirements. TDI follows generally accepted practices for all jobs, but occasionally there are some specifications outside of this that are dictated by the municipality or district requiring the work.
- **Bonds:** Because of the nature of the service work TDI offers, bonding is not normally required or necessary. Because of this, bond costs are not included in all TDI bids. If TDI is required to secure bonding for a project, all pricing to the CUSTOMER will be increased by 5%.
- **Lateral Launching Tolerance Zone:** TDI assures that the located pipeline shall be within an 18" tolerance zone of our markings. With this standard in mind, an 18" tolerance zone that is comprised of the width of the facility plus 18 in. on either side of the outside edge of the underground facility on a horizontal and vertical plane. After pipeline markings and depths have been made, excavation or boring equipment should maintain a minimum clearance of 18 inches between a mark and the unexposed underground facility and the cutting edge or point of any power-operated boring, excavating or earth moving equipment. If excavation is required within 18 inches horizontally or vertically of any marking or depth, the excavation should be performed with extreme care, utilizing hand tools or vacuum excavation techniques.
- **Estimated values for Air and Deflection Testing:** TDI bills Air Testing by the section and NOT by the Lineal Foot (LF). If only lineal foot quantities are indicated, TDI uses the following formulas to estimate quantities. SD pipe = 100 LF per 1 estimated section. SS or LD pipe = 250 LF per 1 estimated section. If the CUSTOMER prefers, they can provide actual per section quantities and those will be used.
- **Air Testing:** Customers needing air testing of pipe 36" or larger, TDI requires customers to provide an excavator on site to assist with lowering testing equipment into the manhole.
- **Payment Terms: Non-credit accounts:** Customers that have not gone through the application process of establishing a credit account will be required to provide payment onsite upon the completion of the work. Payment can be provided by check or by credit card (cards include a 3% convenience fee). Reports, videos and/or cleaning logs will not be provided until payment is made. All new customers will be expected to provide payment on the first job, after which they can go through the application process to establish a credit account.
- **Payment Terms: Credit accounts:** Net 30 days, unless otherwise specified.
- **Standard (non-UDOT) Hourly Rates:** used for mobilizations, extra time, standby time, etc.
 - Cleaning \$250
 - Hydro Excavation \$260
 - Video Inspection \$235
 - Air Testing \$190
 - Robotic Cutting \$350

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