



November 25, 2019

Honorable Ty Ellis, Mayor
Elk Ridge City
80 East Park Drive
Elk Ridge, UT 84651

TRANSMITTED VIA EMAIL (NO HARD COPY WILL FOLLOW):
Honorable Ty Ellis, Mayor mayor@elkridgecity.org

Dear Mayor Ellis:

Subject: Proposal for Engineering Services – Canyon View Drive and Ocampo Lane Sewer Improvements Project

The following is AQUA's proposal to provide the engineering services required to construct the Canyon View and Ocampo Drive Sewer Improvements Project (Project). Completion of the Project will re-route sanitary sewer flows which currently run west in Ocampo Lane through a cul-de-sac and between residential lots down Canyon View Drive.

Project Understanding

The existing sanitary sewer mainline in Canyon View Drive takes a circuitous and inefficient route northward through the City conveying sewer flows from the residents living east of Canyon View Drive. The existing mainline flows north in Canyon View Drive turning west along Ocampo Lane and then leaving the public street at the end of the cul-de-sac. It continues west via an easement between two residences and across another private parcel before converging with the sanitary sewer mainline in Cortez Drive. The section of the sanitary sewer line along Ocampo Lane suffers from minimum slopes and root intrusion issues which limit capacity and require increased maintenance to keep the line flowing freely. Maintenance becomes more difficult in the section of line running in a public utility easement due to access issues across private property. This project will reroute the sanitary sewer line north in the public right of way along Canyon View Drive, connecting to an existing sanitary sewer line at the intersection with Bridger Lane. The project will also include construction of a new Sanitary Sewer Line in Ocampo Lane traveling east and feeding into the new Canyon View Drive sewer extension. This project will improve slopes in the line and provide a new line that should eliminate the maintenance issues associated with the existing line along Ocampo Lane.

The project will be designed, bid, and managed under three phases. Phase 1 will include pre-construction tasks. Phase 2 will include construction of the Canyon View Drive and Ocampo Lane Sewer Improvements Project. Phase 3 will consist of post-construction tasks.

Project Funding

It is anticipated that the costs for this project will be paid with City funds.

Canyon View Drive 8-inch Sewer Extension Project

AQUA envisions installation of 1,180 linear feet of 8-inch SDR35 PVC sanitary sewer mainline, by connecting to the existing sanitary sewer mainline at the intersection of Park Drive and Canyon View Drive via a new sewer manhole just south and upstream, of the existing manhole on the sewer mainline. Another

manhole will be installed at a 45-degree angle to this new manhole at the intersection of Park Drive and Canyon View Drive so the manhole alignment can run down the east side of the road centerline. A new manhole will be constructed at the intersection of Ocampo Lane and Canyon View Drive to convey sewer from a new 8-inch sewer main to be constructed in Ocampo Lane. The existing sewer manhole at Bridger Lane and Canyon View Drive will be connected via core and seal. The project will include pavement restoration and asphalt overlay at intersections and the half-width of the street over the new line.

Permitting: Permitting through the Utah Division of Water Quality (DWQ) will not be required.

Project Scope

Phase 1 – Pre-Construction

Task 1.1 - Layout Control, Planimetrics, and Site Topography

Accurate site information is essential to properly plan and design sanitary sewer systems. It is important to establish surface features, improvements, and topography along the sewer alignment. AQUA anticipates using conventional GPS surveying for this effort. AQUA will subcontract with a local surveyor to perform the work. AQUA will utilize the existing topographic survey that was completed between Ocampo Lane and Bridger Lane and obtain additional topographic survey as required.

Phase 2 – Design, Permitting and Management

Task 2.1 - Preliminary Engineering

- Evaluate sewer line alignments and recommend a preferred configuration.
- Prepare an engineer's preliminary opinion of probable cost.

Deliverables: Project Drawings Completed to the 10% Level, Preliminary Engineer's Opinion of Probable Costs

Task 2.2 - Final Engineering and Design

- Prepare final drawings of the sewer line extension and related improvements.
- Prepare a project manual complete with bidding, contract, conditions to the contract, technical specifications, and drawings to define and control the work.
- Prepare an engineer's opinion of probable costs using the project bid schedule.

Deliverables: Engineered Construction Drawings, Project Manual & Revised Engineer's Opinion of Probable Costs

Task 2.3 - Bidding Assistance

- Notify contractors suited for the type of work that the project is going to bid.
- Host the bid and distribute bid documents online via QuestCDN.com. Bids will be opened in person at the city offices or other location designated by the city.
- Assist in responding to questions from perspective bidders during the advertising period.
- Assist in evaluating bids and preparing a bid tabulation.
- Assist in contacting successful bidder references and issue an award recommendation letter.

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- Assist in reviewing bonds, insurance documents, and other documents in preparation for execution of a construction contract.

Deliverables: Bid Tabulation, Bid Award Recommendation Letter

Task 2.4 - Project Management

AQUA will manage the project from the point at which the project is awarded to the point at which the project is closed out as follows:

- Review, evaluate and respond to submittals and requests for information.
- Review and provide recommendations for partial payment requests, final payment requests, and requests for change to the project contract.
- Conduct a preconstruction meeting and construction progress meetings, on an as needed basis, during the construction period which we currently estimate to be approximately 60 days in duration. Day to day inspection will be accomplished by the City but AQUA will provide site inspection on an as needed basis.
- Work with the City and the contractor to close-out the project. This includes generating punch lists, securing waivers of lien, and consent of contractor's surety to final payment prior to final acceptance and payment.
- Furnish record drawings.

Deliverables: Weekly Progress Reports, Monthly Progress Summary, Waivers of Lien, Consent of Surety to Final Payment, Record Drawings

After the completion of Phase 2 the City will have a completed sewer line in Canyon View Drive between Park Lane and Bridger Lane re-routing the sanitary sewer flows currently flowing in the sewer mainline in Ocampo Lane between residential lots.

Phase 3 – Post-Construction

Task 3.1 - Warranty Inspection

AQUA will conduct a warranty inspection of the project prior to the expiration of the one-year contractor's warranty and generate a list of items to be completed prior to releasing the contractor from durability obligations.

Deliverables: Warranty Inspection Punch List

Concept Level Opinion of Probable Construction Costs

AQUA's concept level opinion of probable construction costs are as follows:

- | | |
|--|--------------|
| • Construction including Contingency: | \$186,990.00 |
| • Engineering and Construction Management: | \$22,000.00 |
| Total: | \$208,990.00 |

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AQUA adjusted portions of the unit price costs from the 2014 cost estimate contained in the current capital facilities plan to account for inflation and industry cost escalation. The cost estimate in the capital facilities plan only included sewer mainline from Ocampo Lane to Bridger Lane in Canyon View Drive. AQUA also added a half street width asphalt overlay to comply with the City's current asphalt overlay policy.

Cost Proposal

The cost proposal includes the work required to complete as described herein. AQUA proposes to invoice the City on a time and materials basis for a total cost not to exceed that shown below:

Phase 1 - Pre-Construction

Task 1.1 – Topographic Survey \$2,500.00

Pre-Construction Total \$2,500.00

Phase 2 - Design, Permitting, and Management

Task 2.1 - Preliminary Engineering \$3,000.00

Task 2.2 - Final Engineering and Design \$8,200.00

Task 2.3 - Bidding Assistance \$2,500.00

Task 2.4 - Project Management \$5,000.00

Design, Permitting, and Management Total \$18,700.00

Phase 3 - Post-Construction

Task 3.1 - Warranty Inspection \$800.00

Post-Construction Total \$800.00

Project Total \$22,000.00

AQUA proposes to use the attached rate schedule which matches the current municipal rates used for our work with the City. The costs for the surveying sub-consultant will be passed through at cost with no markup and their invoices will be attached to AQUA's invoices and marked "for information only do not pay". AQUA will negotiate rates, unit costs, or lump sum costs as necessary with all sub-consultants in the event of changes to the scope of work requested by the City. The costs for quality control and assurance including laboratory analyses and materials testing will be the responsibility of the respective contractors. I have also attached AQUA's Standard Contract Terms and Conditions for consideration.

ATTACHMENT - A

AQUA Engineering, LLC
(Civil Engineering)
Hourly Rate Schedule -Municipal



Senior Principal ENGINEER.....	\$130/hr
Principal ENGINEER.....	\$125/hr
Project ENGINEER III	\$120/hr
Project ENGINEER II	\$110/hr
Project ENGINEER I	\$95/hr
Planner	\$90/hr
CAD Designer III	\$90/hr
CAD Designer II	\$80/hr
CAD Designer I	\$75/hr
Clerical.....	\$55/hr
Construction Oversight II	\$100/hr
Construction Oversight I	\$85/hr

Additional expenses will be handled in the following manner:

Mileage:	IRS per mile rate for vehicles not rented
Printing Costs:	Pass through at cost for project documents
Sub-Consultants:	Pass through at cost, no mark-up

AQUA Engineering/Client Standard Terms and Conditions

533 West 2600 South, Suite 275; Bountiful, UT. 84010

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



I. SCOPE

AQUA Engineering (AE) 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 AE 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 AE 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, AE's standard billing rates shall apply.

III. RESPONSIBILITY

AE 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. AE shall perform the services in accordance with generally accepted engineering practices and standards in effect when the services are rendered. AE does not expressly or impliedly warrant or guarantee its services.

In performing construction management services, AE shall act as agent of Client. AE'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 AE'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. AE 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

AE 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 AE, 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 AE be responsible or liable to the other for any incidental, consequential, or other indirect damages. The Client agrees to limit AE's liability for the Client's damages to AE'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

AE 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

AE shall be entitled, to the extent determined to be appropriate by AE, 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 AE 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 AE 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 AE 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 AE 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 AE's performance of its services hereunder.

XIII. WORK PRODUCT

AE and Client recognize that AE'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 AE 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 AE, 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. AE shall be compensated for its reasonable expenses resulting from such suspension including mobilization and de-mobilization. If suspension is greater than 30 days, then AE shall have the right to terminate this Agreement in accordance with Article XIV, Termination of Work.
2. **By AE.** By written notice to Client, AE may suspend the Work if AE reasonably determines that working conditions at the Site (outside AE's control) are unsafe, or in violation of applicable laws, or for other circumstances not caused by AE that are interfering with the normal progress of the Work. AE's suspension of Work hereunder shall be without prejudice to any other remedy of AE 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 AE, or (b) for materially breaches this Agreement through no fault of Client and AE 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 AE.
2. **By AE** (a) for cause, if Client materially breaches this Agreement through no fault of AE and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after AE 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 AE in the aggregate for more than 30 days.
3. **Payment upon Termination.** In the event of termination, AE shall perform such additional work as is reasonably necessary for the orderly closing of the Work. AE 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 AE by Client for cause, AE 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 AE Project Manager and to the person signing the proposal on behalf of the Client and shall be effective upon delivery to the addressed stated in the proposal.

A handwritten signature in black ink, appearing to read "Dan M. Hunter".

Engineer

Client

November 25, 2019

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This proposal is submitted in confidence and is intended only for limited distribution to City leaders and staff for review and consideration. I believe AQUA's previous work history on sanitary sewer lines and our knowledge and experience working with the City on its sanitary sewer system will prove beneficial as the project moves forward. Our staff and consultants are prepared to begin work immediately after receiving authorization to proceed. AQUA looks forward to the opportunity to work with Elk Ridge City officials and staff on this project.

Sincerely,



Darin Hawkes, P.E.

Principal / Project Engineer

AQUA Engineering

Attachments

cc Royce Swensen
David Jean

Acceptance by Elk Ridge City:

Accepted by _____

Date _____

Title _____