Davis County Jail
Attn: Mitch Mayterm

Date June 24, 2021

TRANSMITTED VIA EMAIL (NO HARD COPY WILL FOLLOW):
Mitch (mitch@codavis.ut.us)

RE: Davis County Jail – Wastewater Screening Preliminary Engineering Report
Professional Engineering Services Proposal

Dear Mitch:

Thank you for the opportunity for Aqua Engineering (AQUA) to provide a scope of services and fee estimate for the Wastewater Screening Preliminary Engineering Report. We look forward to the opportunity to work with you on this project.

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

The Davis County Jail has two sewar outfall lines that ultimately discharge to a lift station operated by the Central Davis Sewer District. The District is requiring the Jail to install a screening system that will remove the large contaminates and prevent the ragging of the District's pumps. This Preliminary Engineering Report (PER) will evaluate different options to screen the wastewater from the Jail. I talked to the District Staff to get a better understanding of what they need as part of this PER.

SCOPE OF WORK

TASK 1 . PROJECT MANAGEMENT

1.1. Project Kick-off Meeting / Work Session

Prior to commencement of the preliminary design, AQUA will conduct a kick-off meeting and work session with AQUA, Jail staff. The work session will include a walkthrough of the proposed project site and acquiring and reviewing additional information related to project specifics. We will also coordinate the project with Central Davis Sewer District.

TASK 2 . ALTRNATIVE EVALUATION

There are several different alternatives that I discussed with the District Staff. We will evaluate the alternatives and estimate a cost for each option. The estimated costs can be used to compare the different alternatives. Several of the alternatives will require a partnership with the District to make them work.

2.1. Install Screening Facility on the Jail Site

This option will evaluate the possibility of combining the two outfall lines into a single screening facility. The current grades of the lines will need to be evaluated to determine the possible locations for the screening facility. It is anticipated that a small lift station will be required to lift the screened wastewater to the existing sewer lines. General site locations will be identified along with recommended equipment for the process. Cost estimates will be developed.

2.2. Install a Screen Prior to the Existing Lift Station

On the parcel of ground south of the existing lift station a screening facility could be installed prior to the wastewater entering the lift station. This option would require purchasing land and building a screening facility. There may be some rerouting of existing sewer lines to get them through the screening facility along with the construction of the new facility. Equipment will be evaluated for this location and Cost estimates will be developed.

2.3. Replace the Screen in the Existing Lift Station

The existing lift station has had a screen installed but because of the corrosion in the wet well the screen is not lasting as long as expected. We will evaluate different screens that could be in the wet well. This option would require the District to continue to maintain the screening system so this will take some political work. The cost for this option will be developed and this will be used as a comparison to the other alternatives. This option should cost the least but would require the District to continue to maintain the system. The District will need to be convinced to continue to maintain and operate this option for it to be implemented.

INFORMATION TO BE PROVIDED BY THE CLIENT

1. Existing site drawings with sewer lines
2. Survey information of the existing sewer lines (If this is not available, we can help arrange a surveyor to do the work)
3. All compliance documents issued from Central Davis Sewer District

EXCLUSIONS

Additional or supplemental services beyond the above Scope of Work shall be performed only upon mutual agreement in writing between the Jail 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 represents other work that they Jail may want to add includes:

1) Analyze additional treatment options
2) Site Survey
3) Detailed Design

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 90 days.

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 $10,000. 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 Brad Rasmussen at (801) 299-1240.

Sincerely,

Date: 2022.06.24
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Brad Rasmussen, P.E.

Encl.: Standard Terms & Conditions
Billing Rate Schedule
Preliminary Project Schedule

AUTHORIZATION

Project: Wastewater Screening Preliminary Engineering Report
Client: Davis County Jail

Scope of Services Accepted by:

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

AQUA ENGINEERING

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 Clients 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.

Date: 2022.06.24 17:02:07-06'00'

Engineer

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 Clients 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 addressed stated in the proposal.

Client

BILLING RATE SCHEDULE

Civil Engineering
Hourly Billing Rates

Senior Principal Engineer	$180/hr
Principal Engineer	$175/hr
Project Engineer III	$160/hr
Project Engineer II	$145/hr
Project Engineer I	$125/hr
Planner	$110/hr
CAD Designer III	$115/hr
CAD Designer II	$105/hr
CAD Designer I	$95/hr
Clerical	$65/hr
Const. Management Specialist	$135/hr
On-Site Construction Inspection	$110/hr

Electrical & Controls Engineering (SKM)
Hourly Billing Rates

Electrical Principal ENGINEER	$175/hr
Project Engineer III	$160/hr
Electrical Engineer II	$155/hr
Electrical EIT	$125/hr
Electrical Project Manager	$155/hr
CAD Designer III	$115/hr
CAD Designer II	$105/hr
CAD Designer I	$95/hr
Senior Controls Engineer	$145/hr
Controls ENGINEER	$135/hr
Junior Controls Engineer	$125/hr
Electrical Transmission Engineer	$175/hr
Clerical	$65/hr

Reimbursable Expenses Schedule

Direct expenses will be charged at actual cost plus 10% for handling and insurance. Reimbursable (direct) expenses may include, but are not limited to:

Additional outside professional services provided beyond those stipulated in the scope of work; Additional copies of reports, drawings, etc. beyond those stipulated in the scope of work; Postage, courier fees, and shipping; Project vehicle mileage (which will be charged at the current IRS rate); Owner-approved, project-related purchases; Project business meals and lodging; Resident project engineer equipment and rental; and Printed Photos.