



Jones & DeMille Engineering

www.jonesanddemille.com | 800.748.5275

WORK ORDER AND AGREEMENT

Table with 2 main columns: PROJECT INFORMATION and CLIENT. Includes project name, date, and client contact details.

Scope of Work

- Review septic design submittals and applications for San Juan County
Installation inspections as required by San Juan County
Record keeping and as-builts as required by San Juan County
Coordination with San Juan County
Site inspections will be completed by JDE's local Construction Engineering Technicians under the direction of a remote Utah Level 3 Certified Professional

Agreement

Jones & DeMille Engineering, Inc. (JDE) will submit progress invoices to Client and a final bill upon completion of the services. Each invoice is due upon receipt. Client agrees to pay a finance charge of one and one-half percent (1½%) per month...

Unless otherwise agreed, client will furnish right-of-way entry for JDE.

Reports, plans, and other work prepared by JDE remain the property of JDE. Client agrees that all reports and other work furnished to the Client and his agents not paid for will be returned upon demand...

JDE agrees, in connection with services performed under this Agreement, that such services are performed with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or similar locality.

Fee Schedule

The client agrees to pay in accordance with the following billing structure:

Per attached hourly rates effective May 1, 2023; hourly with an estimated fee of \$5,000. JDE reserves the right to adjust billing rates based on market conditions and rate adjustments.

JONES & DEMILLE ENGINEERING, INC.

SAN JUAN COUNTY

Danny Flannery (handwritten signature)

Signature

Signature

Director

Title

Title

November 13, 2023

Date

Date

1535 South 100 West Richfield, UT 84701 435.896.8266

50 South Main, Suite 4 Manti, UT 84642 435.835.4540

38 West 100 North Vernal, UT 84078 435.781.1988

1675 South Highway 10 Price, UT 84501 435.637.8266

520 West Highway 40 Roosevelt, UT 84066 435.722.8267

775 West 1200 North Suite 200A Springville, UT 84663 801.692.0219

1664 South Dixie Drive Building G St. George, UT 84770 435.986.3622

7 South Main Street Suite 107/109 Tooele, UT 84074 435.268.8089

696 North Main Street PO Box 577 Monticello, UT 84535 435.587.9100

545 East Cheyenne Drive Suite C Evanston, WY 82930 307.288.2005



JONES & DEMILLE ENGINEERING, INC.

1535 South 100 West ♦ Richfield, UT 84701 ♦ 435-896-8266 ♦ 435-896-8268

RICHFIELD ♦ PRICE ♦ VERNAL ♦ MANTI ♦ ROOSEVELT ♦ UTAH VALLEY ♦ ST. GEORGE ♦ MONTICELLO ♦ EVANSTON

STANDARD TERMS AND CONDITIONS

I. SCOPE

Jones & DeMille Engineering, Inc. ("JDE") agrees to perform the services described above which incorporates these terms and conditions. JDE's services shall be provided consistent with and limited to the standard of care applicable to such services, which is that JDE shall provide its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances. Unless modified in writing by the parties hereto, the duties of JDE shall not be construed to exceed those services specifically set forth in the scope of services. These terms and conditions, 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 accordance with the compensation provisions in the Work Order and Agreement. Payment to JDE 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, JDE's standard billing rates shall apply.

III. RESPONSIBILITY

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

In performing construction management services, JDE shall act as agent of Client. JDE'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 JDE'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. JDE 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. 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 non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

V. SUBCONTRACTS

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

VI. 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 JDE without the prior written consent of the other.

VII. INTEGRATION

These terms and conditions represent the entire understanding of Client and JDE 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.

VIII. CHOICE OF LAW/JURISDICTION

This Agreement shall be administered and interpreted under the laws of the state of Utah. Jurisdiction of litigation arising from the Agreement shall be in the state of Utah.

IX. 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 such laws, but the remainder of the Agreement shall be in full force and effect.

X. NO BENEFIT FOR THIRD PARTIES

The services to be performed by JDE 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 JDE's performance of its services hereunder.

XI. WORK PRODUCT

JDE and Client recognize that JDE'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 JDE against all losses, damages, costs and expenses, including attorneys' fees, arising out of or related to any such unauthorized change, alteration or reuse.

XII. LIMIT OF LIABILITY

To the fullest extent permitted by law, the total liability, in the aggregate, of JDE and JDE's officers, directors, partners, employees, agents and consultants, or any of them, to Client and anyone claiming by, through or under Client, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes, including, but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of JDE or JDE's officers, directors, partners, employees, agents and consultants, or any of them, shall not exceed the total amount of compensation for services.

XIII. SUSPENSION OF WORK

Work under this Agreement may be suspended as follows:

1. **By Client.** By written notice to JDE, 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. JDE shall be compensated for its reasonable expenses resulting from such suspension, including mobilization and de-mobilization. If suspension is greater than 30 days, then JDE shall have the right to terminate this Agreement in accordance with Article XIV, Termination of Work.

2. **By JDE.** By written notice to Client, JDE may suspend the Work if JDE reasonably determines that working conditions at the site (outside JDE's control) are unsafe, or in violation of applicable laws, or for other circumstances not caused by JDE that are interfering with the normal progress of the Work. JDE's suspension of Work hereunder shall be without prejudice to any other remedy of JDE at law or equity.

JDE initials

Client initials _____

xiv. TERMINATION OF WORK

This Agreement shall be terminated as follows:

1. **Client** (a) for its convenience on 30 days' notice to JDE, or (b) for materially breaches of this Agreement through no fault of Client and JDE 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 JDE.

2. **By JDE** (a) for cause, if Client materially breaches this Agreement through no fault of JDE and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after JDE has given written notice of the alleged breach to Client, or (b) upon 5 days' notice if Work under this Agreement has been suspended by either client or JDE in the aggregate for more than 30 days.

3. **Payment upon Termination.** In the event of termination, JDE shall perform such additional work as is reasonably necessary for the orderly closing of the Work. JDE 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 JDE by Client for cause, JDE 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.

xv. CONSTRUCTION OBSERVATION

If expressly included in the services, JDE's services during construction shall be limited to observation and testing of construction materials. JDE shall not be responsible for constant or exhaustive inspection of the work, the means and methods of construction or the safety procedures employed by Client's contractor. Performance of construction observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the contractor's work may occur. Client shall hold its contractor solely responsible for the quality and completion of the project, including construction in accordance with the construction documents. Any duty hereunder is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees, shall notify JDE at last 24 hours in advance of any field tests and observations required by the construction documents. Client will indemnify and hold

JDE harmless for its failure to retain JDE's services according to written reports, plans and specifications.

xvi. NOTICES

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

xvii. HOLD HARMLESS

JDE's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce design professional's scope of services, Client hereby agrees to release, hold harmless, defend and indemnify JDE from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

xviii. BETTERMENT

If, due to the JDE's negligence, a required item or component of the Project is omitted from the JDE's construction documents, the JDE shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will JDE be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

xix. ESTIMATES OF PROBABLE CONSTRUCTION COST

In providing estimates of probable construction cost, the Owner understands that the JDE has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the JDE's estimates of probable construction costs are made on the basis of the consultant's professional judgment and experience. JDE makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the JDE's estimate of probable construction cost.

JDE initials

 JDE

Client initials

Jones & DeMille Engineering, Inc.
ENGINEERING SERVICES HOURLY RATES

As of May 1, 2023

ENGINEERING SERVICES

Principal	\$ 260.00
Senior Planner	\$ 210.00
Planner II	\$ 140.00
Planner I	\$ 100.00
Structural Engineer	\$ 227.00
Senior Project Manager II	\$ 239.00
Senior Project Manager I	\$ 209.00
Project Manager III	\$ 189.00
Project Manager II	\$ 181.00
Project Manager I	\$ 163.00
Assistant Project Manager	\$ 145.00
Senior Project Engineer III	\$ 195.00
Senior Project Engineer II	\$ 171.00
Senior Project Engineer I	\$ 160.00
Project Engineer	\$ 150.00
Graduate Engineer IV	\$ 145.00
Graduate Engineer III	\$ 130.00
Graduate Engineer II	\$ 115.00
Graduate Engineer I	\$ 95.00

CONSTRUCTION SERVICES

Senior Construction Project Manager	\$ 163.00
Construction Project Manager II	\$ 135.00
Construction Project Manager I	\$ 126.00
Senior Construction Engineering Technician	\$ 180.00
Construction Engineering Technician II	\$ 110.00
Construction Engineering Technician I	\$ 90.00

SURVEY/STAKING SERVICES

Professional Land Surveyor II	\$ 175.00
Professional Land Surveyor I	\$ 157.00
Survey Manager	\$ 148.00
Senior Survey Office Technician	\$ 135.00
Survey Office Technician	\$ 120.00
Survey Technician II	\$ 120.00
Survey Technician I	\$ 105.00

LAB/MATERIALS TESTING

Testing rates/fees – available upon request	
Senior Materials Technician	\$ 137.00
Materials Technician	\$ 85.00

ENVIRONMENTAL SERVICES

Environmental Project Manager	\$ 151.00
Environmental Scientist	\$ 132.00
Environmental Technician	\$ 95.00

ARCHITECTURAL SERVICES

Senior Architect	\$ 185.00
Assistant Project Manager	\$ 145.00
Architectural Designer III	\$ 138.00
Architectural Designer II	\$ 115.00
Architectural Designer I	\$ 105.00

CAD SERVICES

Senior CAD Designer II	\$ 189.00
Senior CAD Designer I	\$ 161.00
CAD Designer III	\$ 145.00
CAD Designer II	\$ 130.00
CAD Designer I	\$ 116.00
Senior CAD Technician	\$ 99.00
CAD Technician	\$ 91.00

GIS SERVICES

Senior GIS Specialist	\$ 163.00
GIS Specialist	\$ 114.00
GIS Technician	\$ 89.00

ADMINISTRATIVE

Project Accounting Manager	\$ 200.00
Project Accountant	\$ 105.00
Project Accounting Assistant	\$ 93.00
Marketing Manager	\$ 140.00
Marketing Assistant III	\$ 110.00
Marketing Assistant II	\$ 99.00
Marketing Assistant I	\$ 82.00
IT Manager	\$ 165.00
IT Specialist	\$ 143.00
Strategic & Communication Manager	\$ 208.00
Project Administrative Manager	\$ 152.00
Executive Project Assistant II	\$ 149.00
Executive Project Assistant I	\$ 120.00
Senior Project Administrative Assistant	\$ 93.00
Project Administrative Assistant	\$ 79.00
Website Specialist	\$ 109.00
Software Developer	\$ 260.00

INTERN SERVICES

Intern II	\$ 80.00
Intern I	\$ 70.00

OTHER DIRECT COSTS (ODC)

Vehicle Mileage (per mile)	\$ 0.655
4-Wheeler Rental (per day)	\$ 140.00
Professional Subconsultants	Cost + 15%

MATERIAL TESTING RATES
As of October 1, 2023

SOILS LAB TESTS

Description	AASHTO	ASTM	Amount	Unit
100 Liquid Limit/Plastic Index	T-89 & T-90	D-4183	\$146.00	Each
101 Soils Classification	M-145	Unified D-2487	\$224.00	Each
102 Sieve Analysis (Includes -200)	T-27 & T-11	C-136	\$168.00	Each
103 California Bearing Ratio	T-193	D-1883	\$392.00	Each
104 C.B.R. without Proctor	T-193	D-1883	\$247.00	Each
<i>Moisture Density Relations</i>				
105 Five-Point Proctor	T-99	D-698	\$247.00	Each
106 Five-Point Proctor	T-180	D-1557	\$280.00	Each
107 With Specific Gravity Oversize Correction			\$303.00	Each
108 Field Moisture Density (Nuclear)	T-238		<i>Included in hourly rate</i>	
109 Moisture Content of Soils	T-265	D-2216	\$34.00	Each
110 Percolation Rate			\$336.00	Each
111 Permeability Single Ring	D-5126		\$504.00	Each
112 Oversize Gradation (+3/4 inch)	T-27		\$202.00	Each
113 Sieve Analysis + Hydrometer		D-7928	\$240.00	Each
114 Double Hydrometer		D-4221	\$390.00	Each
115 Crumb Test		D-6572	\$130.00	Each

AGGREGATE LAB TESTS

Description	AASHTO	ASTM	Amount	Unit
200 Liquid Limit/Plastic Index	T-89 & T-90	D-4318	\$146.00	Each
201 Soils Classification	M-145	Unified D-2487	\$224.00	Each
202 Sieve Analysis (Includes -200)	T-27 & T-11	C-136	\$168.00	Each
<i>Moisture Density Relations</i>				
203 Five-point Proctor	T-99	D-698	\$247.00	Each
204 Five-point Proctor	T-180	D-1557	\$280.00	Each
205 With Specific Gravity Oversize Correction			\$303.00	Each
206 Moisture Content of Agg.	T-255	C-566	\$34.00	Each
207 Los Angeles Abrasion	T-96	D-131	\$330.00	Each
208 Sodium Sulfate Soundness	T-104	C-88	\$550.00	Each
209 Fractured Face	T-335	D-5821	\$157.00	Each
210 Specific Gravity (Fine)	T-84	C128	\$168.00	Each
211 Specific Gravity (Course)	T-85	C-127	\$157.00	Each
212 Sand Equivalent Test	T-176	D-2419	\$112.00	Each
213 Organic Impurities	T-21	C-40	\$62.00	Each
214 Unit Weight	T-19	C-29	\$157.00	Each
215 Oversize Gradation (+3/4 inch)	T-27		\$224.00	Each

CONCRETE TESTS

Description	AASHTO	ASTM	Amount	Unit
300 Field Concrete Sampling				
Slump	T-119	C-143	<i>See Billing Rates</i>	<i>Per hour plus mileage</i>
Air by Pressure Method	T-152	C-231	<i>See Billing Rates</i>	<i>Per hour plus mileage</i>
Temperature	T-309	C-138	<i>See Billing Rates</i>	<i>Per hour plus mileage</i>
Sampling Freshly Mixed Concrete	T-141	C-172	<i>See Billing Rates</i>	<i>Per hour plus mileage</i>
Making Field Test Specimens	T-23	C-31	<i>See Billing Rates</i>	<i>Per hour plus mileage</i>
Unit Weight	T-121	C-138	<i>See Billing Rates</i>	<i>Per hour plus mileage</i>
301 Curing and Breaking 4" x 8" Cylinders			\$40.00	Each
302 Curing and Breaking 6" x 12" Cylinders			\$45.00	Each
303 Concrete Cutting 4" x 8" Cylinders			\$23.00	Each
304 Concrete Cutting 6" x 12" Cylinders			\$34.00	Each
R33 Concrete Mix Design			\$2,240.00	Each

ASPHALT TESTS

Description	AASHTO	ASTM	Amount	Unit
400 A/C Content by Ignition Method	T-308	D-6307	\$189.00	Each
401 A/C Content by Ignition Method (w/Gradation)			\$235.00	Each
402 Rice (Max. Theoretical Density)	T-209	D-2041	\$150.00	Each
403 Marshal (set of three)	T-245	D-6926	\$213.00	Each
404 Stability and Flow			\$135.00	Each
405 Core Densities	T-166		\$56.00	Each
406 Asphalt Core Preparation (cutting)			\$34.00	Each
407 Superpave Gyratory Mix Design (complete)			\$12,320.00	Each
408 Gyratory Set of 2	T-312	D-6925	\$182.00	Each
409 Asphalt Field Sampling			<i>See Billing Rates</i>	<i>Per hour plus mileage</i>
410 Field Asphalt Density (Nuclear)	T-355		<i>See Billing Rates</i>	<i>Per hour plus mileage</i>
411 Field Quality Control Densities (Test Strip)			<i>See Billing Rates</i>	<i>Per hour plus mileage</i>
412 Asphalt Core Drilling			<i>See Billing Rates</i>	<i>Per hour plus mileage</i>