



**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Professional Services Agreement – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Santaquin WRF – Phase 3 Construction Administration Services

CLIENT: Santaquin City Corporation

J-U-B PROJECT NUMBER: 93-24-001

TYPE OF SERVICE: Water/Wastewater

ATTACHMENT TO:

☒ **Agreement between Santaquin City Corporation and J-U-B Engineers**

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 PROJECT UNDERSTANDING

J-U-B will provide construction phase services in support of the Phase 3 construction effort. This work will be focused on office engineering tasks as the City has indicated they will lead the field engineering / observation effort. The intent during the construction phase of this Project is for the Engineer to provide services to the Owner to support the administration of construction in accordance with the drawings and specifications established in the Contract Documents. This project encompasses the construction administration for the expected improvements listed below including site work, yard piping, structural, architectural, electrical and instrumentation, process mechanical, HVAC and plumbing, and related Work:

- Center Street Lift Station and Force Main
- Site Civil Improvements
- Biological Process Train 3 Conversion
- Membrane Train 5
- UV Disinfection Improvements
- Reclaimed Water Pump Station Improvements
- Biosolids Holding Tank and Solids Handling Support Building
- Dewatering Building Extension - Solids Loadout

If the improvements noted above are modified significantly as part of the Guaranteed Maximum Price (GMP) negotiations and CM/GC's value engineering process, this construction phase services scope and associated fee may need to be adjusted accordingly as mutually agreed upon by the City and J-U-B. It is anticipated that construction of the Phase 3 improvements will begin June 2025 and have a construction duration of 18 months. This scope of work assumes the project will be delivered via the Construction Manager / General Contractor (CM/GC or CONTRACTOR herein) method of project delivery, with VanCon Inc. selected as the CM/GC by the City on 06/03/2025.

The work breakdown split between J-U-B and J-U-B's subconsultants is generally described below. All subconsultants are managed under J-U-B's contract and their fees are included in this scope of work with the exception of the following (which will be contracted directly by the City): materials testing and special inspections, geotechnical engineering at the converted lagoons for clay liner repair, geotechnical engineering regarding dike construction/repair at the lagoons, and SCADA programming/integration.

- Overall Project Management: J-U-B
- Site Civil: J-U-B
- Process Mechanical: J-U-B
- Structural: J-U-B
- Electrical and Instrumentation: SKM, Inc.
- Mechanical HVAC and Plumbing: Olsen and Peterson Consulting Engineering
- Architectural: Fred Thalmann, Architect
- Materials testing and third-party special inspections: Quality control testing to be provided by Contractor
- Geotechnical Engineering Support and Quality Assurance Testing: RB&G Engineering, contracted separately by CLIENT
- SCADA Programming and Integration: SKM, Contracted separately by CLIENT

Note: The City has approved using Total Power Controls (TPC) as the electrical subcontractor for the project. Total Power Controls (TPC) is a subsidiary of SKM, Inc which may present a conflict of interest during construction. The City, CM/GC, and SKM have coordinated and determined that it would be acceptable to have SKM review the electrical submittals for the project. Therefore, J-U-B will not be reviewing any electrical, instrumentation, or controls submittals during the construction phase of the project.

PART 2 SCOPE OF SERVICES BY J-U-B

J-U-B's Construction Administration Services under this Agreement are identified and delineated below and in Standard Exhibit A. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT unless otherwise mutually agreed to as Additional Services.

Upon receiving written authorization from CLIENT to proceed with the construction phase, J-U-B shall provide the construction support as listed herein:

2.1 TASK 100 - PROJECT MANAGEMENT

A. Subtask 110: Project Management

1. Set up project file directory and integrate into accounting software.
2. Provide project updates to CLIENT.
3. Communicate and coordinate subconsultant activities.
4. Oversee project tasks and coordinate with CLIENT representatives to manage the scope, schedule, engineering budget, and engineering support work plan.
5. Invoices will be prepared and submitted to the CLIENT on a monthly basis and will reflect work accomplished during the billing period.
6. Project closeout - Prepare paper and electronic archive, close financial billing and account records.

2.2 TASK 200 - CONSTRUCTION PHASE SERVICES – OFFICE ENGINEERING

A. Subtask 210: Conformed Construction Drawings

1. Produce informational/conformed set of construction drawings incorporating bid clarifications issued by J-U-B from the bidding period (provided as electronic pdfs).
2. Per the CLIENT's request, J-U-B will NOT execute the CONTRACTOR Owner Agreement or review notice to proceed, bonds, insurance, and other construction documents submitted by the CONTRACTOR. J-U-B is to have no involvement regarding these items.
3. Contractor shall produce the conformed construction drawings incorporating agreed upon value engineering changes to the 100% bid set deliverable.

B. Subtask 220: Overall Construction Coordination

1. This task accounts for the significant coordination efforts required throughout construction for a project of this size and complexity. It assumes coordination from the office with the CONTRACTOR and city staff as required, as well as internal coordination between members of the design team. As the prime consultant, J-U-B will be responsible for coordinating the efforts of the design/construction administration team including all subconsultants to address issues as they arise.
2. This task includes reviewing field reports (submitted by CLIENT), special inspections documentation (submitted by the CM/GC), correspondence with contractor regarding deficiencies, etc.
3. This task also includes overall resource scheduling and project staffing internally at J-U-B based on construction needs.
4. This task assumes a construction duration of 18 months.

C. Subtask 230: Project Submittals, Requests for Information (RFIs), and Work Change Directives

1. Contractor submittals will be reviewed for general compliance with the Contract Documents and design intent.
2. The number of submittals and resubmittals depends on the competency and management approach of the Contractor, which is beyond the control of the Engineer or the Owner.
 - a. This task assumes 80 submittals and 45 resubmittals to be reviewed by J-U-B
 - i. This task excludes submittals and resubmittals that fall under Santaquin's Standard Specifications, such as fill materials, site piping, fittings, conduits, surface repair, asphalt, etc.
3. Shop Drawings and Samples. Review or take other appropriate action with respect to Shop Drawings, Samples, and other data that contractor is required to submit,
 - a. This task assumes 15 shop drawings/samples to be reviewed by J-U-B
4. Substitutes. Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor. These will be reviewed for compliance with the contract documents and design intent.
 - a. This task assumes 3 substitution requests. If redesign by Engineer is necessary as a result of a substitution request, the contract shall be amended as appropriate for the Additional Service.
5. Respond to RFIs as submitted by the Contractor for general conformance with the Contract Documents.
 - a. This task assumes 60 RFIs.
6. Clarifications and Interpretations; Field Orders. Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work.

- a. This task assumes 6 field orders.
- 7. Work Change Directives and Change Orders. Recommend to CLIENT Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration.
 - a. This task assumes 12 work change directives.
 - b. This task assumes 4 change orders.

D. Subtask 240: Review Pay Requests

- 1. Applications for Payment. Per the CLIENT's request, CLIENT will review all Applications for Payment and the accompanying supporting documentation. J-U-B will NOT provide any assistance to the CLIENT in determining the amounts owed to contractor.

E. Subtask 250: Controls Strategy Narrative Development / SCADA Coordination

- 1. J-U-B and SKM (under direct contract with CLIENT) will produce a "Controls Strategy Narrative" for improvements included in Phase 3, which will include a written narrative describing the operation of the new facilities including equipment, logic behind the operation of the equipment, sequencing of equipment, design flowrates, and operating pressures. The narrative will describe normal operation, operation with loss of SCADA control, and operation with loss of onsite PLC control.
- 2. J-U-B will coordinate with SKM (under direct contract with CLIENT) as SKM integrates the control narratives for the proposed improvements into the existing programming of the WRF that is already operational. This will be a "living document" that can be modified and updated as programming and operational changes are made in the future.
- 3. The control narrative will incorporate, integrate and/or reference the vendor-provided SCADA control narratives from Owner provided equipment.
- 4. The intent is to develop an overall document that identifies the functionality of the various component equipment, instrumentation, alarms, normal and emergency operations, communications and data acquisition needs for the systems.

F. Subtask 260: Subconsultant Tasks

- 1. This task includes time for subconsultants to provide office and field engineering services within J-U-B's overall construction management role. The following subconsultant services are included in J-U-B's construction administration fee.
 - a. Electrical and Instrumentation: SKM, Inc.
 - b. Mechanical - HVAC and Plumbing: Olsen and Peterson Consulting Engineering
 - c. Architectural: Fred Thalmann, Architect

2.3 TASK 300 - CONSTRUCTION PHASE SERVICES – FIELD ENGINEERING

A. Subtask 310: Construction Staking

- 1. It is anticipated the contractor will provide construction staking for site work, major yard piping, and structures. J-U-B's surveyor will be available to establish project control and answer questions as needed.
- 2. Record Surveying is not included for the WRF project. If requested, the Record Surveying would be completed as an Additional Service.

B. Subtask 320: Construction Progress Meetings and Engineering Site Visits

1. Pre-Construction Meeting: Attend one on-site pre-construction meeting with the Owner, CM/GC, and subcontractors to review and discuss administrative procedures, scheduling, and critical work items. It is assumed that J-U-B will be a meeting attendee ONLY and the Owner and CM/GC will coordinate and lead the meeting, prepare agendas/meeting minutes, and issue notes to attendees.
2. Construction Progress Meetings – It is assumed that construction progress meetings will be held at two-week intervals throughout the duration of construction. The City and CM/GC shall administer the meetings, prepare agendas/meeting minutes, and issue notes to attendees. J-U-B will be a meeting attendee ONLY.
 - a. This item assumes biweekly meetings for the project duration.
 - b. This item assumes that J-U-B will attend at least 75% of the meetings virtually/remote and 25% of the meetings in person.
3. Engineering site visits will be conducted on an as-needed basis per the CLIENT's request. Site visits are expected during key construction related activities and/or to resolve issues in the field. City personnel will coordinate site visits with J-U-B to confirm the design intent and to make decisions in the field.
 - a. This task assumes 12 total site visits by the engineer during the construction period.
 - b. The 12 site visits are assumed to be site visits scheduled by City personnel to answer contractor questions and resolve issues in the field.

C. Subtask 330: Equipment Testing, Start-up, and Commissioning

1. Review contractor's detailed start-up, testing and commissioning plans.
2. Attend pre-startup meetings to assist Owner and Contractor in coordinating start-up and training activities.
3. Visit the site during equipment start-up operations and testing to review items for general conformance to the project specifications.
4. Start-up operations are scheduled by the contractor and may occur on successive days or over extended periods. J-U-B has attempted to estimate the time commitment to support these activities. However, delays caused by the contractor, including repeating attempted start-up and commissioning activities due to incomplete Work, may result in additional costs. Startup and acceptance testing will be conducted for each piece of new equipment and for the entire new system.
5. Assist with clean water testing of equipment and verify equipment operation/performance/troubleshooting.
6. Note: Supervisory Control and Data Acquisition (SCADA) System programming will be provided by SKM, Inc. under a separate contract directly with the OWNER. Programming coordination time for J-U-B with SKM is included in Subtasks 250 and 260.

D. Subtask 340: Substantial Completion and Final Walkthrough

1. Substantial Completion. Promptly after notice from CLIENT that contractor considers the Work is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Based on observations from the site visit, prepare a punchlist of items required to complete the Work.

2. Final Notice of Acceptability of the Work. Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor upon completion of all incomplete or deficient work. This includes coordination with Utah DWQ to arrange a final walkthrough by the regulatory agency.

E. Subtask 350: Resident Project Representative (RPR/Construction Observation)

1. RPR services are not included in this Scope of Work. If desired by the City, RPR/construction observation can be included as an Additional Service.

2.4 TASK 400 – PROJECT CLOSEOUT

A. Subtask 410: Record Drawings

1. Review record drawing information provided by contractor and CLIENT and request additional information from contractor and CLIENT as necessary.
2. Integrate contractor's record drawings information and ENGINEER's observations into a Record Drawing set, produced in AutoCAD or Revit
3. Submit record drawings for CLIENT's files (two copies) and submit to Utah DWQ (one copy). Hard copy submissions shall be on 11x17 sheets; electronic copies shall be in PDF format.
 - a. In accordance with Utah R317 rules, Record Drawings need to be submitted to DWQ to close out the project and to receive an Operating Permit.
4. Record Surveying is not included for the WRF project. If requested, the Record Surveying would be completed as an Additional Service.

B. Subtask 420: Contractor-Provided O&M Manual

1. Review contractor-provided Operation and Maintenance (O&M) Manuals and request additional information from contractor as necessary.
2. Contractor to finalize O&M Manual and will coordinate with City staff to provide hard copies and/or electronic pdfs.
3. Note: An update to the City's existing plant-wide O&M Manual is not included in this Scope of Work. If desired, updating the plant-wide O&M Manual to incorporate the new upgrades can be added as an Additional Service.

2.5 TASK 500 – MANAGEMENT RESERVE FUND

A. Subtask 510: Reserve Fund

1. The Management Reserve Fund establishes a pre-authorized budget for additional tasks that may be requested by the CLIENT's Authorized Representative and performed by J-U-B upon mutual agreement of scope, budget, and schedule.
2. J-U-B will not exceed the pre-authorized amount without CLIENT approval.
3. Items that fall within the management reserve fund may include, but are not limited to:
 - a. Extended construction schedule beyond specified amount
 - b. Additional engineering site visits, contractor coordination, failed warranty items
 - c. Additional submittal, RFI, field order, and change order reviews and coordination related to Santaquin's City standard specifications.

- d. RPR services
- e. Unforeseen conditions requiring extensive monitoring, coordinating, or design changes.
- f. Contract change orders that result in additional coordination with subconsultants, contractors, equipment suppliers, and/or City personnel
- g. Update existing Santaquin WRF plant-wide O&M Manual to incorporate the new projects
- h. Record surveying

PART 3 BASIS OF FEE AND SCHEDULE OF SERVICES

1. CLIENT requested to pay J-U-B from the remaining design management reserve funds for construction administration work through a separate agreement before paying from the funds outlined in this contract. The total design management reserve funds remaining is \$56,137.50. This amount has been subtracted from this contract's fee.
2. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
 - a. For Time and Materials fees (Not-to-exceed without written consent from CLIENT):
 - b. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates at the time the work is completed (billing rates updated annually in January).
 - c. Client shall pay J-U-B for Reimbursable Expenses times a multiplier of 1.0.
3. All Subconsultant Expenses shall be reimbursable times a multiplier of 1.1.
4. CLIENT acknowledges that the J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control. The construction schedule is anticipated to last 18 months beginning June 2025. Extension of the construction schedule (e.g. due to delays caused by the contractor and/or additional work elements incorporated into the project) beyond this assumed time will require Additional Services by Engineer.
5. This scope and fee assumes construction of the following Phase 3 design projects.
 - a. Center Street Lift Station and Force Main
 - b. Site Civil Improvements
 - c. Biological Process Train 3 Conversion
 - d. Membrane Train 5
 - e. UV Disinfection Improvements
 - f. Reclaimed Water Pump Station Improvements
 - g. Biosolids Holding Tank and Solids Handling Support Building
 - h. Dewatering Building Extension - Solids Loadout

If the projects noted above are modified significantly during the GMP negotiations and value engineering process, this construction phase services scope and associated fee may need to be adjusted accordingly as mutually agreed upon by the City and J-U-B.

Assumptions, Exclusions and Work Provided by Others

To better define the scope and responsibilities the following are assumed:

1. Special inspections and materials testing to be provided and paid for by CONTRACTOR.
2. Quality assurance testing and geotechnical engineering support to be paid for by CLIENT under a separate contract.

3. Review of pay requests to be performed by CLIENT. J-U-B will have no involvement in this work.
4. CLIENT will coordinate agreements, notice to proceed, bonds, and insurance for the project. J-U-B will have no involvement in this work.
5. CONTRACTOR will complete conformed construction drawings and construction staking/survey work.
6. This Scope of Work assumes that J-U-B will not review control panels and other electrical instrumentation, and controls submittals, and that SKM will review and coordinate these electrical submittals.
7. This Scope of Work assumes the project will be constructed using the CM/GC method of project delivery, with VanCon, Inc. as the CM/GC.
8. This scope of work assumes that J-U-B will attend construction progress meetings virtually/remotely at least 75% of the time, with in-person meetings planned in advance. J-U-B is not responsible for leading the meetings, preparing meeting agendas/meeting minutes, issuing notes, or other major coordination items related to construction progress meetings.
9. It is assumed that the CLIENT and City personnel will coordinate all day-to-day activities with the CONTRACTOR and will coordinate any necessary meetings, communications, and site visits between the CM/GC and J-U-B. Site visits by J-U-B are expected to be minimal and planned in advance by City personnel.
10. Documents transmitted in the construction phase will be processed electronically (through a web-based system provided by CONTRACTOR) rather than as physical hard copies.
11. Contractor and supplier submittals, supplier operations and maintenance manuals, as-builts, start-up reports, and other construction-related documents are assumed to be provided during construction by the CONTRACTOR. The CLIENT will coordinate the review of all submittals and is responsible for reviewing submittals, RFIs, field orders, change orders, in relation to city standards and specifications. Electrical, instrumentation, and controls submittals, RFIs, field orders, and change orders will be reviewed by SKM and J-U-B will not be involved in those reviews. Specialized submittals, such as shop drawings, process mechanical equipment, structural, civil, architectural, and mechanical HVAC/plumbing, will be forwarded to J-U-B for review and coordinate.
12. SCADA integration to be provided by SKM, Inc. under a separate contract with the Owner and is not included in this scope of work.
13. This scope of work does not include monitoring compliance with American Iron and Steel (AIS) or Build America, Buy America (BABA) requirements. It also does not include Prevailing Wage Compliance. It is not anticipated compliance with these programs will be required based on the current funding package. Additionally, this scope of work assumes CLIENT will provide all accounting for funding and submit requests for reimbursement from funding agencies, as required.

The following table summarizes the fees for the services identified in PART 2.

Task Number	Subtask Number	Task/Subtask Name	Total Compensation
100		Project Management	\$16,600
100	110	Project Management	\$16,600
200		Construction Phase Services - Office Engineering	\$218,662.50
200	210	Conformed Construction Drawings	\$0
200	220	Overall Construction Coordination	\$10,100
200	230	Project Submittals, Request for Information, and Work Change Directives	\$148,536.50
200	240	Review Pay Requests	\$0
200	250	Controls Strategy Narrative Development/SCADA Coordination	\$5,500
200	260	Subconsultant Tasks	\$54,526
300		Construction Phase Services - Field Engineering	\$53,500
300	310	Construction Staking	\$200
300	320	Construction Progress Meetings and Engineering Site Visits	\$34,600
300	330	Equipment Testing, Start-up, and Commissioning	\$13,100
300	340	Substantial Completion and Final Walkthrough, Punchlists	\$5,600
300	350	Residential Project Representative (RPR/Construction Observation)	\$0
400		Project Closeout	\$19,300
400	410	Record Drawings	\$13,600
400	420	Contractor-Provided O&M Manual	\$5,700

TOTAL CONSTRUCTION ADMINISTRATION FEE, TIME AND MATERIALS = \$308,062.50

500		Management Reserve Funds	\$30,000
500	510	Management Reserve Funds (Requires Written Approval from City)	\$30,000

TOTAL CONSTRUCTION ADMINISTRATION FEE INCLUDING MANAGEMENT RESERVE = \$338,062.50

6. Fee summary breakdown:

- J-U-B Engineers, Inc:
 - \$308,062.50 (18 months) + optional Management Reserve Fund (\$30,000)
- SKM, Inc.
 - Electrical and Instrumentation, included in J-U-B fee
 - SCADA Integration – not included, J-U-B to provide coordination only
- Fred Thalmann, Architect - included in J-U-B fee
- Olsen and Peterson, HVAC/Plumbing, included in J-U-B fee
- RB&G, Geotechnical Engineering, (Not included; J-U-B to provide coordination only)
- Materials Testing and Special Inspections (provided by CM/GC)

Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com

Exhibit(s):

- Exhibit 1-A: Proposals from subconsultants
- Standard Exhibit A: Construction Phase Services

For internal J-U-B use only:

PROJECT LOCATION (STATE): Santaquin, Utah

TYPE OF WORK: City

R&D: No

GROUP: Water/Wastewater

PROJECT DESCRIPTION(S):

- Wastewater Treatment (S04-T)
- Construction Management (C15)



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Standard Exhibit A – Construction Phase Services

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

CONSTRUCTION PHASE SERVICES

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

Construction Phase

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

- | | |
|--|--|
| ☒ Yes

☐ No | 1. General Administration of the Contract Documents. Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit B creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers. |
|
☒ Yes

☐ No |
2. Pre-Construction Conference. Participate in a pre-construction conference. |

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:

☒ Yes

☐ No

a. Periodic Site Visits by J-U-B. Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, coordination of selective sampling done by others, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.

☐ Yes

☒ No

b. Resident Project Representative ("RPR"). When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

☒ Yes

☐ No

4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

☒ Yes

☐ No

5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

☒ Yes

☐ No

6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.

☒ Yes

☐ No

7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

☒ Yes

☐ No

8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.

☒ Yes

☐ No

9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).

- ☒ Yes 10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.
- ☐ No
- ☐ Yes 11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.
- ☒ No
- ☐ Yes 12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.
- ☐ No
- ☒ Yes 13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
- ☐ No
- ☒ Yes 14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.
- ☐ No
- ☒ Yes 15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.
- ☐ No

General Limitation of Responsibilities. J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

- | | | |
|---|----|---|
| ☐ Yes | 1. | <i>Testing/Adjusting Systems.</i> Provide assistance in connection with the testing and adjusting of equipment or systems. |
| ☒ No | | |
|
☐ Yes | 2. | <i>Operate/Maintain Systems.</i> Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems. |
|
☒ No | | |
|
☐ Yes | 3. | <i>Control Procedures.</i> Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems. |
|
☒ No | | |
|
☐ Yes | 4. | <i>O&M Manual.</i> Assist CLIENT in preparing operating, maintenance, and staffing manuals. |
|
☒ No | | |
|
☒ Yes | 5. | <i>Defective Work.</i> Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present. |
|
☐ No | | |
|
☐ Yes | 6. | <i>Record Surveying.</i> Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings. |
|
☒ No | | |
|
☒ Yes | 7. | <i>Record Drawings.</i> Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor. |
|
☐ No | | |
|
☐ Yes | 8. | <i>Warranty Inspection.</i> In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction. |
|
☒ No | | |
|
☒ Yes | 9. | <i>Additional Tasks.</i> Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement. |
|
☐ No | | |

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.
2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.
3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.
5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.
6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).
9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.
10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff will provide full-time representation or, if specifically directed by the CLIENT, may provide representation to a lesser degree. RPR is J-U-B's Project Engineer (J-U-B PE) or J-U-B Project Manager (J-U-B PM) representative at the Site, will act as directed by and under the supervision of J-U-B PE or J-U-B PM, and will confer with J-U-B PE or J-U-B PM regarding RPR's actions. The J-U-B PE or J-U-B PM will serve as the official liaison with the CLIENT and the contractor. .

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to identify defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s)' Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. **General.** RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.
2. **Schedules.** Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with the J-U-B PE or PM, who will communicate with the CLIENT concerning acceptability of such schedules.

3. *Conferences and Meetings.* Attend meetings with the J-U-B PE or J-U-B PM and contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings (but not including Contractor's safety meetings).
4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison*
 - a) Serve as J-U-B PE or J-U-B PM's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b) Assist J-U-B PE or J-U-B PM in serving as CLIENT's liaison with Contractor when Contractor's operations affect CLIENT's on-Site operations.
 - c) Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.
6. *Interpretation of Contract Documents.* Report to J-U-B PE or J-U-B PM when clarifications and interpretations of the *Contract Documents are needed.*
7. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
8. *Modifications.* Assist the J-U-B PE or J-U-B PM in the evaluation of contractor's suggestions for modifications to Drawings or Specifications and report to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
9. *Review of Work and Rejection of Defective Work.*
 - a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
 - b) Report to J-U-B PE or J-U-B PM whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. The J-U-B PE or J-U-B PM will then advise CLIENT of that part of the Work that J-U-B believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
10. *Inspections, Tests, and System Startups.*
 - a) Advise J-U-B PE or J-U-B PM in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.
 - b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel (as determined by the CLIENT) and that contractor maintain adequate records thereof.
 - c) Observe, record, and report to J-U-B PE or J-U-B PM appropriate details relative to the test procedures and system start-ups.
 - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to J-U-B PE or J-U-B PM.

Nothing in this Agreement will be construed to require RPR to conduct inspections
11. *Records.*
 - a) Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
 - b) When on site, prepare a daily report or keep a diary or log book, generally documenting contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to J-U-B PE or J-U-B PM.

- c) Obtain from the contractor an accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
- d) Maintain records for use in preparing documentation of the Work.
- e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to designated recipients.

12. *Reports.*

- a) Furnish to J-U-B PE or J-U-B PM periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b) Present to J-U-B PE or J-U-B PM proposed Change Orders, Work Change Directives, and Field Orders.
- c) Furnish to J-U-B PE or J-U-B PM copies of all inspection, test, and system startup reports.
- d) Report immediately to J-U-B PE, J-U-B PM, and CLIENT the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.

13. *Payment Request:* Review Applications for Payment with contractor for compliance with the established procedure for their submission and forward with recommendations to J-U-B PE OR J-U-B PM, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, obtain and collate materials and equipment certificates, operation and maintenance manuals, and other data required by the Contract Documents to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to J-U-B PE or J-U-B PM for review.

15. *Completion.*

- a) Participate in J-U-B PE or PM's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b) Participate in J-U-B PE or PM's visit to the Site in the company of CLIENT and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

Observe whether all items on the final punch list have been completed or corrected, and make recommendations to J-U-B PE or PM concerning acceptance and issuance of the Notice of Acceptability of the Work

The RPR shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services.
- 3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
- 5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by J-U-B PE or J-U-B PM.
- 7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.
- 8. Authorize CLIENT to occupy the Work in whole or in part.

CLIENT'S RESPONSIBILITIES

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.
3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.
4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.
5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub-consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

INDEMNIFICATION

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J-U-B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J-U-B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J-U-B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.



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533 W 2600 S, Suite 25, Bountiful, UT 84010
(801)677-0011 www.skmeng.com

*Santaquin Water Reclamation Facility
May 28, 2025*

Santaquin WRF CM Scope of Services

Revision 0

SKM is pleased to provide this proposal to provide construction and project management services for the electrical, instrumentation and controls upgrades occurring at Santaquin WRF. The proposal is broken down into the sub sections listed below.

- Assumptions and Limitations.....pg 01
- Task 300 Construction Management Scope of Services.....pg 02
- Task 900 EIC Engineering Change Order.....pg 04
- Cost Breakdown.....pg 04

Assumptions and Limitations

Assumptions

The following assumptions were made in the development of this Scope of Services:

- Vancon will be the general contractor and Total Power and Controls will be the electrical contractor for the entirety of the project. If a change in contractor is required, SKM has the right to amend this contract due to additional coordination needed for contractors not originally part of the design meetings.
- Access to the site and operating staff for in-person site meetings as well as availability for follow-up meetings will be allowed and scheduled with SKM engineers.
- Non-electrical equipment submittals associated with this project will be reviewed by others.
- Inspections and punch list items for non-electrical equipment will be by others.

Limitations

Additional or supplemental services beyond the above Scope of Work shall be performed only upon mutual agreement in writing between the JUB and SKM. These services include additional work resulting from changes in the extent of the scope including, but not limited to, changes in project duration, complexity, schedule, character, or reviewing additional processes/facilities beyond those included in the design. Specifically, we note the following clarifications and exclusions to our Scope of Services:

1. This scope and fee does not cover the entire Construction Management activities for this project. It is assumed that Santaquin city and JUB will be performing Construction Management

that includes complete services which includes but is not limited to 1) overall construction management including schedule; 2) construction contract administration; 3) non-EI&C inspections; 4) general project startup; 5) project closeout 6) materials testing 7) bonding and insurance requirements.

2. Other engineering, CM efforts, or technical services beyond those specifically listed in the Scope of Work below.
3. SKM assumes the project schedule provided by the contractor will be followed, any additional time exceeding the outline schedule may require additional CM efforts and scope of work.

Task 300 Project Construction Management

SKM will provide Construction Management (CM) services as part of the scope of services for this project. See the subtasks below that outline this task.

SKM will monitor the construction, equipment and schedule related to the EI&C construction throughout the duration of the construction process until project completion. SKM will coordinate with contractors to ensure project decisions are made in the best interest of the city to maximize the benefit allowed within the project budget.

- SKM will provide the required EI&C reviews of all designs, deliverables, and submittals.
- SKM will work with JUB and/or the city to provide regular coordination and updates as required.
- SKM will set up this CM phase in our internal directory and maintain record keeping and financial documentation related to the project.
- Provide review/feedback of electrical, controls, and instrumentation submittals to ensure conflicts or errors are identified and resolved as quickly as possible.
- SKM will coordinate with the general and electrical contractors and city staff to provide insight into what equipment and means and methods are being used at various stages of the construction process.

An SKM Principal will be involved in the construction management and will be responsible for providing overall quality assurance / quality control and ensuring that deliverables meet the highest of standards to meet the goals of the Project.

Subtask 301- Office Engineering

- Pre-construction conferences with the client, CM/GC, engineer, and any subcontractors will be included in this phase to review and plan critical design decisions or scheduling coordination.
- Answer questions from the CM/GC as needed.
- SKM will answer questions and provide design clarifications regarding RFI/RFCs submitted by the contractor.
- SKM will timely review and respond to submittals and shop drawings submitted by the contractor and coordinate action to reduce the number of re-submittals. Submittals will be required to meet the design drawings and specifications submitted by the engineers. Any

requests to modify equipment from the contractor will be in writing and provide a reasonable basis for the request.

- Day-to-day administrative support will be provided by SKM. Either the PM, engineer or office manager will correspond with the City, CM/GC, or engineer to coordinate financial, and or administrative efforts. Santaquin City staff will coordinate all meetings, preconstruction, progress meetings etc.
- SKM will have an internal PE who was not originally associated with the project, as well as the panel supplier review all instrumentation and electrical equipment submittals.
- The electrical engineer for this project will review all electrical equipment provided by the electrical contractor.

Subtask 302- Field Engineering, Meetings/Site Visits

- SKM will perform site visits and attend regular design or construction progress meetings. SKM will also include periodic site visits after construction milestones to ensure quality control and produce punch list.
- SKM assumes that remote construction meetings will be approximately every 2 weeks which we will join via teams or zoom.
- SKM has provisioned for a total of 5 site visits, 2 during construction phases for in person progress meetings and 3 for commissioning and inspection activities.
- On-site meetings will be covered in this task for inspections, consultations, design coordination, testing, etc.

Subtask 303 – Project Closeout, Inspections and Punchlist

- SKM will coordinate the commissioning between the electrical contractor and the city. SKM will also be available for any questions or issues during commissioning.
- Once the project has been commissioned and approved by the Engineer and the City the electrical contractor may request substantial completion documentation.
- Project closeout will occur after final construction, walkthroughs, commissioning, and punchlist items have been completed. A final walkthrough with the city will occur and SKM engineers will be present for any follow-up tasks, concerns, recommendations, or requests. SKM will perform a site evaluation for the electrical and controls design elements. This evaluation will indicate to the client how well the contractor upheld specifications and site conformance.
- Final administrative work will be completed, and final invoices will be sent. As-built drawings and updated or new programs will be furnished by SKM for all locations in scope. Any redlines by the contractor will be addressed and modified by SKM prior to record set deliverables.
- O&M manuals shall be provided by the contractor, vendor or engineer for the supplied equipment. The O&Ms will be stored by the city in a fashion that supports the administration team's requirements.

Task 900 EIC Design Change Request

SKM has performed additional labor above the scope of work originally outlined in the design proposal. The additional labor is described below where additional time was dedicated to the project in various ways to aid the contractor, improve the electrical design, or provide expertise. SKM does not expect the city to pay in the entirety the complete labor overages, however, we ask to be compensated for the time described in the subsection below. The labor descriptions listed below, and the time accounted for on the cost breakdown account for approximately 50% of the overages accounted for by SKM. We strive to deliver a quality engineering product at an efficient price to all of our clients without the need for requests such as this. We appreciate the opportunity to request and will converse with the city to come to an agreement.

Subtask 901 – Labor descriptions

covered under
management reserve in
design contract

- Vendor Coordination and Submittals
 - a. Additional time spent with Veolia Submittals not originally anticipated. Multiple submittal reviews, requests, and design updates based on submitted information.
 - b. Additional time spent with Trojan and Conveyor vendors to address design concepts and considerations
- Evaluation of existing infrastructure and equipment, additional site walks
 - a. SKM dedicated additional time to understand existing infrastructure to save money on additional or upgraded equipment where unnecessary.
 - b. Evaluate existing conduits and junction boxes to be re-used in the electrical design.
 - c. Understand power feeds to dewatering building, power meter testing.
- Budget Coordination
 - a. Coordination with contractors, JUB and the city to provide the most efficient cost for the project.
 - b. Provide budget and scope of services to Vancon in various revisions per their requests. Outline the proposal documents to provide transparency and budget conscious options.

Cost Breakdown

Compensation

Based on the scope of services described, we have developed a fee organized by task number detailed below. SKM will submit progress invoices monthly.

Cost Breakdown

This project will be performed on a time and materials basis in accordance with the scope of work described above for the associated tasks. Any additions or variations to the work are subject to additional costs. The cost breakdown is associated with the tasks described above and with the following rates:

Project Manager/Principal: \$215 per Hour

Electrical Engineer: \$185 per Hour
Clerical: \$95 per Hour

Task ID	Task Description	Project Manager	Electrical Engineer	Clerical	Total Hours	Cost
Project Labor Costs						
Task 300 - Project and Construction Management						
301	Office Engineering	24	32	6	62	\$11,650
302	Field Engineering	16	32	6	54	\$9,930
303	Inspections and Project Closeout	16	40	6	62	\$11,410
Task 300 - Totals		56	104	18	178	\$32,990
Task 9 - EIC Design Change Request						
901a	Additional Coordination with Engineer - Design Modifications	16	42	8	66	\$11,970
901b	Additional Site Visits	0	16	8	24	\$3,720
901c	Additional Budget and PM Correspondence	16	32	8	56	\$10,120
Task 900 - Totals		32	90	24	146	\$25,810
Labor Totals (Hours)		88	194	42	324	\$58,800
Rates		\$215	\$185	\$95		
Cost		\$18,920	\$35,890	\$3,990		
Contingency (10%) On CM						\$3,299
Project Total						\$62,099



Fred L. Thalmann, Architect Inc.

832 Two Moons Way
Ivins Utah 84738
Cell: (801) 647-8043
Email: fltarch@xmission.com

Date: May 12, 2025

Gary Vance P.E.
J-U-B ENGINEERS, Inc.
392 East Winchester Street, Suite 300, Salt Lake City, UT 84107
e gvance@jub.com w www.jub.com
p 801 886 9052 c 801 750 4771

Re: Construction Services, Architectural Fee Proposal
SANTAQUIN WRF EXPANSION
1215 N Center Street
Santaquin, Utah 84655

Dear Mr. Vance:

This letter is to serve as a proposal to provide Construction Period Services for Solids Handling building and Solids Loadout addition to Dewatering building. Assuming 18 Month construction timeline beginning in June 2025.

Services during Construction shall consist of the following:

- Provide review and response of submittals from the contractors.
- Provide review and response for Requests for Information (RFI's) from the contractors.
- Attend Virtual Teams meetings as needed.
- Assist JUB Engineers with Change Management as appropriate for Architectural design related change issues.
- Provide Record Drawings at completion of project.

ARCHITECTURAL FEE ITEMIZED:

1. Provide review and response of submittals from the contractors.

- 15 specification sections

Total: 15 x 2 hours = 30 hours x \$160/hr. = \$4,800.00

2. Provide review and response for Requests for Information (RFI's) from the contractors.

8 hours x \$160/hr. = \$1,280.00

4. Record Drawings from contractors redlines. 18 sheets x 2 hr. x \$100.00/hr. = \$3,600.00

<u>Total:</u>	<u>\$9,680.00</u>
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I appreciate the opportunity of working with you on this project. Please let me know if there is any additional information you may need. Please feel free to call (801) 647-8043

Best Regards,

June 6, 2025

J-U-B Engineers, Inc.
392 East Winchester Street, Suite 300
Salt Lake City, UT 84107

Subject: Santaquin Water Reclamation Facility Improvements - Santaquin, Utah
Proposal for Building Mechanical Engineering Construction Administration

Attention: Gary Vance

Dear Gary:

Thank you for the opportunity to provide a proposal for the Santaquin Water Reclamation Facility Improvements building mechanical engineering construction administration.

This fee proposal is based on your email. The scope is to include RFI responses, change order review & coordination, minor drawing revisions, and one (1) site visit including associated reports. We shall also prepare the record drawings for the project (based on contractor red-lined as-builts).

We propose to provide these services for the mechanical construction administration for a fixed fee of **\$3,600.00** (*three-thousand six-hundred dollars*).

Extra Services:

- Additional or Extra Services, which may be added to this agreement by written request & after receiving approval by your office shall be charged at the following hourly rates:

Changes of Scope:

- Substantial changes to the Description of the Project, or major revisions after acceptance of design development drawings, shall be subject to additional fees - either hourly rate or as negotiated.

Principal	\$225/hour
Senior Engineer	\$205/hour
Design/Engineer	\$185/hour
CAD Drafter	\$120/hour
Secretary	\$ 90/hour

Mediation:

- All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or breach thereof will be presented to non-binding mediation, subject to the parties agreeing to a mediator.

Limitation of Liability:

- In recognition of the relative risks and benefits of the project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed \$3,600. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Standard of Care:

- In providing services under this agreement, Olsen & Peterson Consulting Engineers shall perform with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

Warranty:

- Olsen & Peterson Consulting Engineers makes no warranty, express or implied, as to its professional services rendered under this agreement.

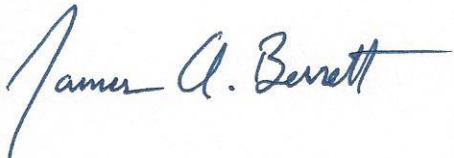
Guarantee of Fee:

- Olsen & Peterson Consulting Engineers guarantees this proposal for 90 days from the date of this proposal.

We look forward to working with you on this project. If this agreement is acceptable to you, please return a signed copy to our office.

Sincerely,

Olsen & Peterson Consulting Engineers, Inc.



ACCEPTED

By: _____ Title: _____
(Please Print) (Please Print)

Signature: _____ Date: _____