

**HANSEN, ALLEN & LUCE, INC.**  
**ENGINEERING SERVICES AGREEMENT**

THIS ENGINEERING SERVICES AGREEMENT (this "AGREEMENT") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Santaquin City ("CLIENT") and HANSEN, ALLEN & LUCE, INC., a Utah corporation authorized to do business in Utah ("HAL"), who agree as follows:

1. PROJECT. CLIENT desires to engage HAL to provide engineering, technical, and other services as described below in connection with CLIENT'S project (the "PROJECT"). The PROJECT is described as follows: Assist with updating the Water Use Element of the Santaquin City General Plan.
2. SCOPE OF SERVICES. HAL shall provide certain specified services (the "SERVICES") on the PROJECT in accordance with this AGREEMENT, the Hansen, Allen & Luce, Inc. Standard Terms and Conditions ("STANDARD TERMS") attached hereto as Exhibit A, and the Scope of Services ("SCOPE OF SERVICES") attached hereto as Exhibit B. HAL shall not be responsible to provide any services not expressly contained in the STANDARD TERMS or the SCOPE OF SERVICES.
3. FEES. CLIENT shall reimburse HAL for services provided under this AGREEMENT on a time and expense basis in accordance with the HAL Standard Fee Schedule ("FEE SCHEDULE") attached as Exhibit C. CLIENT hereby agrees that all fees and charges set forth in the FEE SCHEDULE are acceptable to CLIENT, and CLIENT further agrees to pay all fees and charges to HAL in accordance with this AGREEMENT and FEE SCHEDULE.
4. SCHEDULE. SERVICES will be completed within 120 calendar days following written authorization from the CLIENT to HAL to proceed.
5. ATTACHMENTS AND EXHIBITS. All attachments and exhibits referenced in or attached to this AGREEMENT are incorporated herein and are made a part of this AGREEMENT.
6. CLIENT has read and understood the terms and conditions set forth on this AGREEMENT, the STANDARD TERMS, and all ATTACHMENTS and EXHIBITS and agrees that such items are hereby incorporated into and made a part of this AGREEMENT.


IN WITNESS WHEREOF, CLIENT and HAL have executed this AGREEMENT as of the date first above written.

CLIENT: Santaquin City

By: \_\_\_\_\_

Its: \_\_\_\_\_

HANSEN, ALLEN & LUCE, INC.

By:  \_\_\_\_\_  
Digitally signed by Steven Jones  
DN: cn=Steven Jones, o=Hansen, Allen & Luce, ou=Engineering, email=steve@halengineers.com, c=US, serial=28-0700

Its: CEO

**EXHIBIT A**  
**HANSEN, ALLEN & LUCE, INC.**  
**STANDARD TERMS AND CONDITIONS**

The standard terms and conditions set forth herein are attached to and made a part of the Engineering Services Agreement (the "AGREEMENT") between Hansen, Allen & Luce, Inc. ("HAL"), a Utah corporation and CLIENT (as defined in the AGREEMENT).

All capitalized terms which are not specifically defined herein shall have the meanings assigned to such terms in the AGREEMENT.

ARTICLE 1. SERVICES. The SERVICES to be provided by HAL are limited to and shall be as set forth in the SCOPE OF SERVICES attached to the AGREEMENT as Exhibit B.

ARTICLE 2. BILLING. Unless otherwise expressly provided in the AGREEMENT, billings will be based on actual accrued time, costs and expenses. CLIENT agrees to pay invoices upon receipt. If payment is not received by HAL within 30 days of the invoice date, the amount due shall bear interest at a rate of 1.5 percent per month (18 percent per annum), before and after judgement and CLIENT shall pay all costs of collection, including without limitation reasonable attorneys' fees (provided, however, if interest provided in this ARTICLE 2 exceeds the maximum interest allowed under any applicable law, such interest shall automatically be reduced to the maximum interest allowable by applicable law). If CLIENT has any objection to any invoice or part thereof submitted by HAL, CLIENT shall so advise HAL in writing, giving CLIENT's reasons, within 14 days of receipt of such invoice. Payment of the invoice shall constitute final approval of all aspects of the work performed to date as well as the necessity thereof. If the PROJECT or the AGREEMENT is terminated in whole or part prior to the completion of the SERVICES, then HAL shall be paid for work performed prior to HAL's receiving or issuing written notice of such termination and in addition HAL shall be reimbursed for any and all expenses associated with the termination of the PROJECT or the AGREEMENT, including without limitation any "shut-down" costs.

ARTICLE 3. NOT USED

ARTICLE 4. NOT USED

ARTICLE 5. DOCUMENTS. CLIENT shall furnish, or cause to be furnished, such reports, data, studies, plans, specifications, documents and other information deemed necessary by HAL for the proper performance of the SERVICES. HAL shall be entitled to rely upon documents provided by the CLIENT in performing the SERVICES. All documents provided by CLIENT shall remain the property of CLIENT; provided, that HAL shall be permitted at HAL's discretion to retain copies of such documents for HAL's files. The CLIENT acknowledges HAL's documents (including but not limited to data, reports, Drawings, Specifications, Record Drawings, and other deliverables) as instruments of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the CLIENT upon completion of the work and payment in full of all monies due to HAL. The CLIENT shall not reuse or make any modifications to the documents without prior written authorization of HAL. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold HAL harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of the documents by the CLIENT or any person or entity that acquires or obtains the documents from or through the CLIENT without the written authorization of HAL.

CLIENT shall not rely in any way on any Document unless it is signed or sealed by HAL or one of its Consultants. Files, tests, data, graphics, or other media that are furnished by one party to the other that are not signed or sealed by HAL are furnished only for convenience. Any conclusions or information obtained or derived from such files will be at the user's sole risk. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

ARTICLE 6. OPINIONS REGARDING COST. In providing opinions of probable construction cost, the CLIENT understands that HAL has no control over costs or the price of labor, equipment or materials, or over the contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of HAL's qualifications and experience. HAL makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to the bid or actual costs.

ARTICLE 7. INDEMNITY. HAL hereby agrees to indemnify and hold harmless CLIENT and CLIENT's officers, employees, agents, successors and assigns from and against any and all losses, damages and liabilities to the extent caused by any negligent acts, errors or omissions of HAL or HAL's consultants of any tier, or their officers, employees or agents, with respect to the AGREEMENT or the performance of HAL's SERVICES. CLIENT hereby agrees to indemnify and hold harmless HAL and HAL's consultants of any tier and their officers, directors, employees, agents, successors and assigns from and against any and all losses, damages and liabilities to the extent caused by the negligent acts, errors or omissions of CLIENT or CLIENT's other consultants or contractors, or their officers, employees or agents, with respect to the AGREEMENT or the performance of HAL's SERVICES.

Notwithstanding any provision of the AGREEMENT to the contrary, HAL shall not be liable or responsible for any costs, expenses, losses, damages, or liability beyond the amounts, limits, coverage, or conditions of the insurance held by HAL. CLIENT agrees, at its sole cost and expense, to indemnify, defend and hold HAL and its officers, employees, contractors, and representatives harmless from all costs and liability (including without limitation attorney's fees, witness costs, courts costs, labor and direct expenses, losses and judgements) resulting from construction PROJECTS if HAL is not retained to perform construction phase services on the PROJECT, or for claims brought by third parties that are found to be without merit as to HAL. CLIENT shall have the right to investigate, negotiate and settle, with HAL's concurrence, any such suit or claim.

#### ARTICLE 8. INSURANCE.

(A) HAL shall maintain or cause to be maintained on its behalf insurance policies of the types required below with insurance companies authorized to do business in the State of Utah, (i) having a Best Insurance Reports rating of "A" or better and a financial size category of "VII" or higher, or (ii) otherwise being acceptable to CLIENT with coverage limits and provisions at least sufficient to satisfy the requirements set forth below.

- (1) Workers' Compensation Insurance: Statutory workers' compensation insurance. Such insurance shall also include employer's liability insurance in a limit of no less than \$1,000,000. No owner or officer may be excluded.
- (2) General Liability Insurance: Commercial general liability insurance on an occurrence basis arising out of claims for bodily injury (including death) and property damage. Such insurance shall provide coverage for ongoing operations and products-completed operations, blanket contractual, broad form property damage, personal and advertising injury, and independent contractors with a \$1,000,000 minimum limit per occurrence for combined bodily injury and property damage, provided the general policy aggregate shall apply separately to HAL on a per project basis. Any aggregate limit that does not apply separately to the premises shall be at least double the required per occurrence limit. HAL shall provide a certificate of insurance verifying completed operations coverage for a period of not less than two years after project completion.
- (3) Automobile Liability Insurance: Automobile liability insurance for HAL's liability arising out of the use of owned (if any), leased (if any), non-owned and hired vehicles of HAL, with a \$1,000,000 minimum limit per accident for combined bodily injury and property damage and containing appropriate no-fault insurance provisions wherever applicable. All owned and/or leased automobiles shall be covered using symbol "1" (any auto).
- (4) Professional Liability Insurance: Professional liability insurance for HAL's liability arising out of the rendering professional advice, including design and engineering work on the CLIENT's behalf in an amount not less than \$2,000,000 each claim, \$2,000,000 aggregate.
- (5) Excess Liability Insurance: The amounts of insurance required in the foregoing subsections (1), (2), (3), (4), this subsection may be satisfied by HAL purchasing coverage in the amounts specified or by any combination of primary and excess insurance, so long as the total amount of insurance meets the required limits specified above.

(B) Evidence of Insurance: On or before the effective date of each policy and on an annual basis at least 10 days prior to each policy anniversary, HAL shall furnish the CLIENT with (1) certificates of insurance or binders, in a form acceptable to CLIENT, evidencing all of the insurance required by the provisions of this Article 8 and (2) a schedule of the insurance policies held by or for the benefit of HAL and required to be in force by the provisions of this Article 8. Such certificates of insurance/binders shall be executed by each insurer or by an authorized representative of each insurer where it is not practical for such insurer to execute the certificate itself. Such

**HANSEN, ALLEN & LUCE, INC.**  
STANDARD TERMS AND CONDITIONS (cont.)

certificates of insurance/binders shall identify underwriters, the type of insurance, the insurance limits and the policy term and shall specifically list the special provisions enumerated for such insurance required by this Article 8. Upon request, HAL will promptly furnish CLIENT with copies of all insurance policies, binders and cover notes or other evidence of such insurance relating to the insurance required to be maintained by HAL.

ARTICLE 9. FORCE MAJEURE. HAL is not responsible for damages or delays in performance caused by factors beyond HAL's control, including but not limited to strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the CLIENT to furnish timely information or approve or disapprove of HAL's services or work product promptly, or delays cause by faulty performance by CLIENT or by contractor(s) or any level. When such delays beyond HAL's reasonable control occur, the CLIENT agrees HAL is not responsible for damages, nor shall HAL be deemed to be in default of this AGREEMENT.

ARTICLE 10. CORPORATE PROTECTION. It is intended by the parties to this AGREEMENT that HAL's professional services in connection with the project shall not subject HAL's individual employees, officers or directors to any personal legal exposure for the risks associated with this PROJECT. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against HAL, a Utah corporation, and not against any of HAL's employees, officers or directors.

ARTICLE 11. EXTENSION OF PROTECTION. The CLIENT agrees to extend any and all liability limitations and indemnifications provided by the CLIENT to HAL to those individuals and entities HAL retains for performance of the services under this AGREEMENT, including but not limited to HAL's officers and employees and their heirs and assigns, as well as HAL's consultants and their officers, employees, heirs and assigns.

ARTICLE 12. STANDARD OF CARE. The SERVICES will be performed in accordance with generally accepted engineering principles and practices existing at the time of performance for the locality where the SERVICES were performed.

ARTICLE 13. GOVERNING LAW. The CLIENT and HAL agree that all disputes arising out of or in any way connected to this AGREEMENT, its validity, interpretation and performance and remedies for breach of contract, or any other claims related to this AGREEMENT shall be governed by the laws of the State of Utah.

ARTICLE 14. MEDIATION. In an effort to resolve any conflicts that arise during the design or construction of the PROJECT or following the completion of the PROJECT, the CLIENT and HAL agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

ARTICLE 15. LEGAL ACTION. All legal actions by either party against the other arising from the AGREEMENT, or for the failure to perform in accordance with the applicable standards of care provided in the AGREEMENT, or for any other cause of action, shall be barred 2 years from the date the claimant knew or should have known of its claim: provided, however, no legal actions shall be asserted by CLIENT or HAL after 4 years from the date of substantial completion of the SERVICES.

ARTICLE 16. LITIGATION ASSISTANCE. The SCOPE OF SERVICES does not include costs of HAL for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CLIENT. All such services required or requested of HAL except for suits or claims between the parties to the AGREEMENT will be reimbursed as mutually agreed, and payment for such services shall be in accordance with this AGREEMENT, unless and until otherwise required by a court or arbitrator.

ARTICLE 17. CHANGES. CLIENT may make or approve changes by written change order within the SCOPE OF SERVICES. CLIENT shall pay any additional costs of such changes at the rates set forth in the current FEE SCHEDULE.

ARTICLE 18. TERMINATION. Either the CLIENT or HAL may terminate this AGREEMENT at any time with or without cause upon giving the other party thirty (30) calendar days prior written notice. The CLIENT shall within

**HANSEN, ALLEN & LUCE, INC.**  
STANDARD TERMS AND CONDITIONS (cont.)

thirty (30) calendar days of termination pay HAL for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this AGREEMENT.

ARTICLE 19. SURVIVAL. All obligations arising prior to the termination of the AGREEMENT and all provisions of the AGREEMENT allocating the responsibility or liability between CLIENT and HAL shall survive the completion of the SERVICES and the termination of the AGREEMENT.

ARTICLE 20. NO THIRD PARTY BENEFICIARIES. No rights or benefits are provided by the AGREEMENT to any person other than the CLIENT and HAL and the AGREEMENT has no third-party beneficiaries.

ARTICLE 21. INTEGRATION. The AGREEMENT and all the exhibits and attachments thereto constitute the entire agreement between the parties and cannot be changed except by a written instrument signed by all parties thereto.

## EXHIBIT B: SCOPE OF SERVICES



**SALT LAKE AREA OFFICE**  
859 W South Jordan Pkwy, Ste 200  
South Jordan, Utah 84095  
Phone: (801) 566-5599  
www.hansenallenluce.com

Mr. Jon Lundell  
Santaquin City  
110 S. Center Street  
Santaquin, UT 84655

December 24, 2024

### **RE: Update to Santaquin General Plan**

Dear Mr. Lundell,

We are pleased to offer our assistance in updating the water use element of the General Plan of Santaquin City (the City).

### **PROJECT UNDERSTANDING**

The City requires assistance with updating the water and land use element of its General Plan to comply with Utah Code §10-9a-403(f). The statute requires the City to meet new General Plan requirements integrating water and land planning. The City must adopt and implement this new integrated water and land use element by December 31, 2025.

Items for consideration include the following:

- Existing and future water demands
- Current conservation efforts
- Potential future conservation programs
- Implementation of water resources planning in the General Plan

### **SCOPE OF WORK**

Based upon this understanding, we propose the following Scope for Services for completion of this project as described below.

#### **Task 1 – Existing and Future Water Demands**

##### ***Objective:***

Review projected water use demands from planned development. Understand the impacts to existing and planned infrastructure. Meet with City planners to coordinate planning efforts.

##### ***Input:***

- 1) Information from City personnel
- 2) Development plans
- 3) Density assumptions from the master plan

## EXHIBIT B: SCOPE OF SERVICES

Mr. Lundell  
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### **Activities:**

- 1) Analyze the effect of permitted development or patterns of development on water demand and water infrastructure
- 2) Meeting with City planners to identify planned development and identify consistency with previous assumptions
- 3) Review existing water use data and determine remaining capacity available for future growth
- 4) Identify future potential capacity needs and identify potential water source options

### **Output:**

- 1) Projected water use
- 2) Water supply and demand gap
- 3) Inputs into future tasks

## **Task 2 – Review Water Conservation Efforts**

### **Objective:**

Review the existing water conservation plan to understand previous efforts and identify trends in water conservation. Identify concerns with water conservation. Collaborate on strategies to promote conservation and reduce existing and future demands.

### **Input:**

- 1) Information from City personnel
- 2) Water Conservation Plan

### **Activities:**

- 1) Review the City's Water Conservation Plan and prioritize issues to address
- 2) Identify and provide analysis of the City's current conservation measures
- 3) Identify methods of reducing water demand and per capita water use for future development
- 4) Identify methods of reducing water demand and per capita water use for existing development

### **Output:**

- 1) Water conservation concerns
- 2) Inputs into future tasks

## **Task 3 – Water Conservation Program Development**

### **Objective:**

Develop a list of strategies to help address concerns in water conservation. Review potential programs to mitigate those concerns, with a particular focus on landscaping modifications and revised ordinances aimed at reducing water consumption.

## EXHIBIT B: SCOPE OF SERVICES

Mr. Lundell  
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### ***Input:***

- 1) Information from City personnel
- 2) Outputs from Task 2

### ***Activities:***

- 1) Assist the City in developing a variety of waterwise landscaping options, including low water use landscaping standards for new commercial/multifamily development
- 2) Identify opportunities for the City to modify operations and/or change ordinances to eliminate or reduce conditions that waste water
- 3) Identify other strategies to address concerns in water conservation to include in the General Plan

### ***Output:***

- 1) Strategies for reducing water use
- 2) Inputs into future tasks

## **Task 4 – Documentation and Coordination**

### ***Objective:***

Adequately document findings from previous tasks. Provide documentation for City personnel to incorporate into the General Plan.

### ***Input:***

- 1) Outputs from previous tasks

### ***Activities:***

- 1) Consult with the Division of Water Resources for information and technical resources regarding regional water conservation goals
- 2) Provide planning support as requested by the City including continued coordination with City personnel
- 3) Document efforts in a technical memorandum or similar and assist with including findings in the final General Plan

### ***Output:***

- 1) Comprehensive documentation for the water and land use element of the General Plan



## EXHIBIT B: SCOPE OF SERVICES

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### SCHEDULE

We propose to complete this project by July 31, 2025.

### PROPOSED FEE

Our estimated fee for completing the work described is \$16,400. The work will be invoiced on an hourly plus reimbursable expenses basis. Work will be performed only at the written authorization of Santaquin City personnel. Santaquin will only be invoiced for actual effort expended. Estimated labor hours and fees per task are shown in the table below.

Task	Labor Hours	Fees
Existing and Future Water Demands	21	\$3,800
Review Water Conservation Efforts	23	\$3,900
Water Conservation Development Program	22	\$4,100
Documentation and Coordination	25	\$4,600
<b>Totals</b>	<b>91</b>	<b>\$16,400</b>

### ASSUMPTIONS

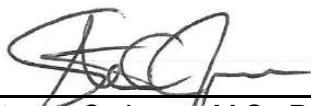
Our scope of work and fee have been developed and estimated assuming the project will proceed in general conformance with HAL's proposal. As part of this Scope of Work, the following assumptions were made. If circumstances arise which cause these assumptions not to be valid, a change in the Scope of Work and engineering fee will be necessary:

- 1) The City will respond promptly to all requests for data and information. All data listed as inputs in the scope are available and will be provided to HAL by the City.

Thank you for your consideration. Please contact us with any questions on this proposal.

Sincerely,

**HANSEN, ALLEN & LUCE, INC.**



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Steven C. Jones, M.S., P.E.  
CEO

**EXHIBIT C  
STANDARD FEE SCHEDULE  
2025**

**PERSONNEL CHARGES**

Client agrees to reimburse Hansen, Allen & Luce, Inc. (HAL), for personnel hourly rates related to the completion of the project, in accordance with the following:

Managing Professional III .....	\$239
Managing Professional II .....	\$230
Managing Professional I .....	\$218
Senior Professional III .....	\$206
Senior Professional II .....	\$197
Senior Professional I .....	\$182
Professional III.....	\$171
Professional II.....	\$154
Professional I.....	\$145
Professional Intern.....	\$133
Environmental Scientist I .....	\$125
Environmental Scientist II .....	\$140
Engineering Student Intern .....	\$86
Water Resource Specialist I .....	\$146
Water Resource Specialist II .....	\$169
Professional Geologist I.....	\$159
Professional Geologist II.....	\$173
Geologist .....	\$149
Senior Designer.....	\$145
Designer .....	\$133
Senior Field Technician .....	\$162
Field Technician .....	\$105
CAD Operator.....	\$116
Public Relations Specialist.....	\$165
Administrative Assistant .....	\$80
Professional Land Surveyor.....	\$163
1 Man GPS Surveying Services.....	\$183
Drone Pilot .....	\$220
Expert Legal Services.....	\$360

**DIRECT CHARGES**

Client also agrees to reimburse HAL for all other costs related to the completion of the project. Charges shall include, but not be limited to, the following:

Communication, Computer, Reproduction .....	\$7 per labor hour
Out-of-town per diem allowance (lodging not included) .....	\$80 per day
Vehicle .....	\$0.72 per mile
Outside consulting and services .....	Cost plus 10%
Other direct expenses incurred during the project .....	Cost plus 10%
Trimble GPS Unit .....	\$160 per day
Data Logger/Transducer.....	\$160 per week
Credit Card Payment Fee .....	3.5% of Payment Amount

INTEREST CHARGE AFTER 30 DAYS FROM INVOICE DATE..... 1.5% per month

Note: Annual adjustments to personnel and expense charges will occur in January of each year.