

RESOLUTION No. 03-06-2024

**A RESOLUTION OF THE SANTAQUIN CITY COUNCIL AWARDING AN
ENGINEERING SERVICES CONTRACT TO J-U-B ENGINEERS FOR
CONSTRUCTION ENGINEERING SERVICES DURING THE
SANTAQUIN MAIN STREET RECONSTRUCTION PROJECT**

WHEREAS, the City of Santaquin is a fourth class city in the State of Utah with the responsibility of providing certain transportation infrastructure for the benefit of the City and its residents; and

WHEREAS, Santaquin City has obtained the needed funding to reconstruct and widen US HWY 6/Santaquin Main Street; and

WHEREAS, the Santaquin City Engineers of Record, J-U-B Engineering, performed the original design and subsequent additional designs for Santaquin Main Street reconstruction; and

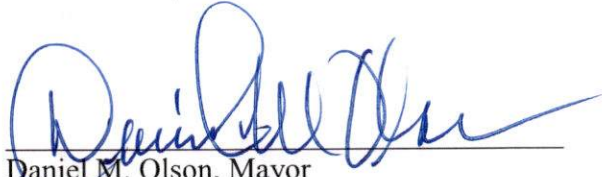
WHEREAS, Santaquin City and J-U-B Engineers desire to enter into this contract to facilitate construction phase engineering services during the Main Street reconstruction project;

**NOW THEREFORE, BE IT RESOLVED BY THE SANTAQUIN CITY COUNCIL
THAT:**

1. The Santaquin City Council approves the attached JUB Engineering Services Contract for construction engineering services for the Santaquin Main Street reconstruction project.
2. The Mayor is authorized to execute said Contract and to take all actions necessary to effectuate the same and the terms and conditions set forth therein.
3. This Resolution shall be effective upon approval.

PASSED AND APPROVED this 19th day of March, 2024.





Daniel M. Olson, Mayor

Councilmember Art Adcock
Councilmember Brian Del Rosario
Councilmember Travis Keel
Councilmember Lynn Mecham
Councilmember Jeff Siddoway

Voted YES
Voted YES
Voted YES
Voted YES
Voted YES

ATTEST:


Amalie R. Ottley, City Recorder



J-U-B ENGINEERS, INC.

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

Authorization for Contract Amendment

CLIENT: Santaquin City

Project Name: Santaquin Main Street Widening - 300 East to 600 West Construction Support Services

J-U-B Project Number: 50-24-007

- 1. Amendments. The following amendments to Attachment 1 - Scope of Services, Basis of Fee and Schedule to the project referenced above have been or will be performed by J-U-B ENGINEERS, Inc. (J-U-B). These Amendments are a supplement to the scope of services contained in J-U-B's existing Agreement for Professional Services for this Project, dated July 5, 2006. All other TERMS AND CONDITIONS of said Agreement remain in full force and effect.

See Attachment 1 - Scope of Services, Basis of Fee, and Schedule

- 2. Verbal Authorization by CLIENT, if Applicable. J-U-B was verbally authorized by the CLIENT to provide these Amendments by:

Name

Date

- 3. Payment for Amendments. Unless otherwise noted below, J-U-B will provide these Amendments on a time and materials basis, using J-U-B's standard billing rates or, if applicable, the billing rates established in the initial Agreement for Professional Services.

Other Basis for Payment:

See Attachment 1 - Scope of Services, Basis of Fee, and Schedule

- 4. Schedule of Services. Due to the Amendments, the Schedule of Services to be performed under the original Agreement for Professional Services is modified as follows:

See Attachment 1 - Scope of Services, Basis of Fee, and Schedule

Dated this 14 day of March 2024,

CLIENT

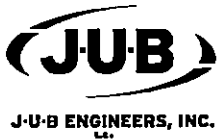
By: [Signature]
Project Representative or Authorized Signatory for CLIENT

Daniel M. Olson, Mayor
Print or Type Name and Title

J-U-B ENGINEERS, Inc.

By: [Signature]
Project Representative or Authorized Signatory for J-U-B

Jason Jones, Area Manager
Print or Type Name and Title



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

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Santaquin Main Street Widening – 300 East to 600 West Construction Support Services

CLIENT: Santaquin City

J-U-B PROJECT NUMBER: 50-24-007

CLIENT PROJECT NUMBER:

ATTACHMENT TO:

AGREEMENT DATED: Click or tap to enter a date.; or

AUTHORIZATION FOR CONTRACT AMENDMENT #2021-1; DATED: 3/14/2024

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's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

Provide construction support services for the Santaquin Main Street Widening - 300 East to 600 West project. This scope of work assumes office engineering services in support of Santaquin City, with periodic site visits as needed. It is J-U-B's experience that a project of this size will require active involvement from the design engineer to deliver a successful project. This scope of work includes efforts for submittal reviews, RFI's, and overall project coordination. This scope of work assumes a 24-month construction period.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. 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.

A. Task 010: Construction Support Services

1. Subtask 001: Construction Administration

- a. Project and Construction Engineering Services and contract administration
- b. Assumptions
 - i. The construction phase of the project is anticipated to last approximately 24 months. This timeframe is based on a substantial completion date of October 15, 2024, with a final completion anticipated in April 2026. J-U-B will only invoice for work completed.
 - ii. Assumes 4 hours per month for this task. See work breakdown for staff assigned to this task and breakdown of hours.
- c. Deliverables
 - i. Monthly invoicing with project progress status reports.

2. Subtask 002: Design updates

- a. Update the project design as requested by the CLIENT. Design updates may include, but are not limited to, property owner requested adjustments during construction (i.e. Post Office), unknowns encountered during construction that require adjustments to address, contractor requested changes, value engineering options, and others, only as directed by CLIENT. This

task also includes preparation of sketches, plan sheets, quantities, specification updates or other methods to communicate design adjustments as requested by

- b. Assumptions
 - i. The design updates and delivery of the information will be performed within a reasonable time frame as coordinated with CLIENT for each design task.
 - ii. The effort for this task is based on the assumption of hours and fee included in the work plan. Efforts beyond the hours and fee in the work plan shall be considered additional services and shall require approval prior to completion the additional scope of work.
- c. Deliverables
 - i. Revised or updated design documents and related information as requested by CLIENT for each design task

3. Subtask 003: Office Services

- a. Attend and participate in the Pre-Construction meeting
- b. Office engineering services are based on an assumed number of hours per individual per week. Office engineering construction services include:
 - i. Defective Work: Provide support to the CLIENT's resident project representative with recommendations on if work should be disapproved and rejected while it is in progress, if believed that the 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.
 - ii. Clarifications, Interpretations, and Requests for Information: Provide support to CLIENT's engineering staff with recommendations for necessary responses to requested clarifications, interpretations, and requests for information of the contract documents as appropriate to the orderly completion of the work.
 - iii. Field Orders: Provide support to the CLIENT's resident project representative with recommendations regarding field orders and necessary changes as appropriate for minor variations from the requirements of the contract documents.
 - iv. Change Orders, and Work Change Directives: Provide support to the CLIENT's resident project representative and city engineering staff with recommendations for change orders or work change directives as appropriate.
 - v. Submittals/shop drawings: Provide support to CLIENT's engineering staff with reviews or other appropriate action in respect to Shop Drawings, Submittals, Samples, and other data the contractor is required to submit. Reviews will be to verify conformance with the design concept of the project, and compliance with the information given in the contract documents.
- c. Assumptions
 - i. CLIENT will provide a resident project representative and will assume the Engineer role as defined in the bid package contract documents. J-U-B will provide support as requested and as defined in this scope of work.
 - ii. The construction phase of the project will last approximately 24 months. This timeframe is based on a substantial completion date of October 15, 2024, with a final completion anticipated in April 2026. J-U-B will only invoice for work completed.
 - iii. CLIENT will perform initial reviews and generate paperwork for defective work, clarifications and interpretations, requests for information, field orders, change orders, work change directives, substitutions, and submittals.
 - iv. CLIENT will make final decisions on, and issue notice to the contractor for any defective work, clarifications and interpretations, requests for information, field orders, change orders, work change directives, substitutions, and submittals.
 - v. CLIENT will track and coordinate contractor submittals, requests for information, and other contractor related items.
 - vi. CLIENT will review applications for payment and determine amounts owed to the contractor.

- i. Assumes an average of 30 hours per month for office engineering services. See work breakdown structure for staff assigned to this task and breakdown of hours.
 - ii. Request for office construction services above those hours included in the fee schedule can be provided with approval of additional services.
 - d. Deliverables
 - i. Reviews and responses to Shop Drawings, RFI's, Field Orders, and Change Orders as requested.
 - ii. Field visits and visit reports as requested.
- 4. Subtask 004: Field Services
 - a. Field engineering construction services include:
 - i. Participation in weekly construction coordination meetings as needed. This includes but is not limited to meetings concerning major project milestones, highly technical project elements, and other times as requested by CLIENT. This also includes a minimum of one construction meeting per month.
 - ii. Periodic site visits at intervals appropriate to the various stages of construction. Additional sight visits are anticipated to resolve unforeseen construction issues. This includes an initial walkthrough with the contractor if requested.
 - b. Assumptions
 - i. CLIENT will provide a resident project representative and will assume the Construction Engineer role as defined in the bid package contract documents. J-U-B will provide support as requested and as defined in this scope of work.
 - ii. The construction phase of the project will last approximately 24 months. This timeframe is based on a substantial completion date of October 15, 2024, with a final completion anticipated in April 2026. J-U-B will only invoice for work completed.
 - iii. Request for field construction services above those hours included in the fee schedule can be provided with approval of additional services.
 - iv. J-U-B will attend and provide support to the CLIENT at an average of one to two meetings per month during the Construction Phase. It is anticipated that the CLIENT will provide a Project Manager for Construction Phase Services who will prepare agendas, minutes, and lead such meetings.
 - v. Assumes 25 hours per month for field services. See work breakdown structure for staff assigned to this task and breakdown of hours.
 - c. Deliverables
 - i. Field reports from site visits as requested by CLIENT.
- 5. Subtask 005: Construction Staking
 - a. Provide construction staking for the traffic signal pole foundation locations and associated surface features associated with the signal equipment.
 - b. Provide construction marking for the profile milling depths on the asphalt as outlined on the project plans. This includes marking once before milling is performed by the contractor and marking/verifying grades once milling is completed through the use of a robotic total station
 - c. Assumptions
 - i. Length of profile milling is approximately 4,600 linear feet. Frequency of markings before and after millings will be every 25 feet at each lane line.
 - ii. Work will be performed with a two-man crew.
- 6. Subtask 006: Substantial Completion Walkthrough
 - a. J-U-B will attend a substantial completion walkthrough to assess items for the punch list.
- 7. Subtask 007: Punchlist Generation
 - a. J-U-B will compile a list of the items gathered during the substantial completion walkthrough

8. Subtask 008: Final Completion Walkthrough
 - a. J-U-B will attend a final completion walkthrough.

B. Task 020 – Post-Construction Engineering Services

1. Subtask 001: Record Drawings
 - a. J-U-B will review contractor provided updates and markups and add changes to the plan set drawings to reflect deviations from the design documented by the contractor and CLIENT and compile them into a record drawing set of plans for the CLIENT.

C. Contingency fund

1. The Contingency Fund establishes a pre-authorized budget for additional tasks that may be requested by CLIENT's Authorized Representative and performed by J-U-B upon mutual agreement of scope, budget, and schedule.
2. The Contingency Fund is immediately available for promptly proceeding with additional tasks upon written request by CLIENT's Authorized Representative.
3. J-U-B will not exceed the total pre-authorized amount without CLIENT approval.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
1. Quality assurance materials testing
- B. Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
1. Construction observation and inspection support
 2. Design changes or construction engineering services beyond the established scope.

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:**
1. For Time and Materials fees:
 - a. 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.
 - b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
 2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.
- B. Period of Services**
1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
 2. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project

management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.

C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.

D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
010	Construction Support Services		\$414,800	Concurrent with construction progress
010-001	Construction Administration	Time and Materials (Ceiling Amount Shown)	\$20,000	Concurrent with construction progress
010-002	Design Updates	Time and Materials (Ceiling Amount Shown)	\$49,100	Concurrent with construction progress
010-003	Office Services	Time and Materials (Ceiling Amount Shown)	\$149,900	Concurrent with construction progress
010-004	Field Services	Time and Materials (Ceiling Amount Shown)	\$120,800	Concurrent with construction progress
010-005	Construction Staking	Time and Materials (Ceiling Amount Shown)	\$45,000	Concurrent with construction progress
010-006	Substantial Completion Walkthrough	Time and Materials (Ceiling Amount Shown)	\$8,700	Concurrent with construction progress
010-007	Punchlist Generation	Time and Materials (Ceiling Amount Shown)	\$12,600	Concurrent with construction progress
010-008	Final Completion Walkthrough	Time and Materials (Ceiling Amount Shown)	\$8,700	Concurrent with construction progress

020	Construction Closeout		\$63,100	Concurrent with construction progress
020-001	Record Drawings	Time and Materials (Ceiling Amount Shown)	\$63,100	Concurrent with construction progress
Sub-Total:			\$477,900	
N/A	Contingency Fund (8%)	N/A	\$41,700	N/A
Total:			\$519,600	

E. 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 2: Work Breakdown Structure.

For internal J-U-B use only:

PROJECT LOCATION (STATE): Utah

TYPE OF WORK: City

R&D: No

GROUP: Municipal

PROJECT DESCRIPTION(S):

E. **Construction Management (C15)**

G. **Municipal/Utility Engineering (203)**

EXHIBIT 1-X: WORK BREAKDOWN STRUCTURE
BASIS OF FEE ESTIMATE



Project Title, Client:
 Project Number:
 Prepared By:

Santaquin Main Street Widening 300 E to 600 W - Construction Support Services, Santaquin
 50-24-007
 JEJ

Task Number	Subtask Number	Task/Subtask Name / Activity Description	Jones, Jason Program Manager	Christensen, Mark Project Engineer - Discipline Lead	Steigers, Chase Project Engineer II	Davidson, Whitney Project Designer - Lead	Holt, Jaime Project Accountant - Lead	Willes, Jason PLS - Discipline Lead	Beck, Tanner Assistant Surveyor - Lead	Survey Technician	J-U-B Expenses	Subconsultant Expenses	Total Compensation
010		Construction Support Services	264	219	698	625	24	19	136	136	\$13,200	\$0	\$414,800
010	001	Construction Administration	72	0	0	0	24	0	0	0	\$0	\$0	\$20,000
		Project and construction management/contract administration	24				12				\$0	\$0	\$7,100
		Monthly invoicing and progress reports	24				12				\$0	\$0	\$7,100
		Project tracking/status updates	24								\$0	\$0	\$5,800
010	002	Design Updates	30	50	80	80	0	0	0	0	\$0	\$0	\$49,100
		Update design based requests from City	10	30	60	80					\$0	\$0	\$35,300
		Coordination with City and Contractor	20	20	20						\$0	\$0	\$13,900
010	003	Office Services	95	105	315	225	0	0	0	0	\$200	\$0	\$149,900
		Pre-Construction Meeting	5	5	5	5					\$200	\$0	\$4,500
		Defective Work	10	10	20	20					\$0	\$0	\$12,300
		Clarification, Interpretations, and Requests for Information	20	20	80	40					\$0	\$0	\$32,500
		Field Orders	10	10	30	20					\$0	\$0	\$14,300
		Change Orders, and Work Change Directives	10	20	80	40					\$0	\$0	\$30,100
		Submittals/Shop Drawings	40	40	100	100					\$0	\$0	\$56,300
010	004	Field Services	40	40	260	260	0	0	0	0	\$5,900	\$0	\$120,800
		Construction Progress Meetings	16	16	180	180					\$3,500	\$0	\$77,300
		Periodic Site Visits	24	24	80	80					\$2,400	\$0	\$43,500
010	005	Construction Staking	3	0	3	0	0	19	136	136	\$6,900	\$0	\$45,000
		Traffic Signal staking	1		1			1	16	16	\$800	\$0	\$5,300
		Milling Profile staking	2		2			18	120	120	\$6,100	\$0	\$39,700
010	006	Substantial Completion Walkthrough	10	10	10	10	0	0	0	0	\$100	\$0	\$8,700
		Substantial Completion Walkthrough	10	10	10	10					\$100	\$0	\$8,700
010	007	Punchlist Generation	4	4	20	40	0	0	0	0	\$0	\$0	\$12,600
		Punchlist Generation	4	4	20	40					\$0	\$0	\$12,600
010	008	Final Completion Walkthrough	10	10	10	10	0	0	0	0	\$100	\$0	\$8,700
		Final Completion Walkthrough	10	10	10	10					\$100	\$0	\$8,700
020		Construction Closeout	20	20	100	200	0	0	0	0	\$0	\$0	\$63,100
020	001	Record Drawings	20	20	100	200	0	0	0	0	\$0	\$0	\$63,100
		Record Drawings	20	20	100	200					\$0	\$0	\$63,100
040		Contingency Fund	28	28	75	75	4	0	0	0	\$0	\$0	\$41,700
040	001	Contingency Fund	28	28	75	75	4	0	0	0	\$0	\$0	\$41,700
		Contingency (8%)	28	28	75	75	4				\$0	\$0	\$41,700
											\$0	\$0	\$0
		Total Hours	312	267	873	900	28	19	136	136			2,671
		Total Costs	\$75,200	\$67,300	\$174,600	\$149,400	\$3,100	\$4,400	\$19,200	\$13,200	\$13,200	\$0	\$519,600