

March 29, 2024



Norm Beagley, MPA, P.E.
Santaquin City Manager
110 South Center Street
Santaquin, Utah 84655

Re: Santaquin City Main Street Reconstruction

Dear Mr. Beagley:

In accordance with your request, we are outlining below our proposal to perform materials testing for the Santaquin City Main Street Reconstruction Project. It is our understanding that this project consists of reconstructing and widening eight blocks of main street, including new utilities, with four blocks being completed during the 2024 construction season and the remaining four blocks completed in 2025. It was requested that we provide a cost for doing QA testing and a separate cost for doing both QC and QA testing. If we are doing only QA testing, we have assumed a technician will be required an average of 20 hours a week for 6 months each construction season; this increases to an average of 30 hours a week if we are asked to perform both QC and QA testing. It is anticipated that additional technicians will be required during asphalt paving. It is our understanding that our technicians will work closely with and be directed by Santaquin City inspectors.

This is a UDOT project so testing will be performed in accordance with UDOT standards including testing frequency and will be completed by WAQTC certified technicians. We anticipate that this project will include soils, concrete, and asphalt testing. We have estimated the number of tests required based on the project quantities, but the actual number of tests performed is dependent on the contractor's schedule and production.

Shown below are the unit rates for personnel and tests that may be required for this project.

Asphalt

Gyratory	60 sets	@	\$ 90.00	\$	5,400.00
Rice Test	80 tests	@	\$ 65.00	\$	5,200.00
Cores	200 cores	@	\$ 30.00	\$	6,000.00
<i>(Includes measuring, trimming, and density determination)</i>					
Technician II	30 hrs	@	\$ 70.00	\$	2,100.00
<i>(Generate random numbers for samples & core locations. Layout core locations, if needed)</i>					
Technician I	200 hrs	@	\$ 60.00	\$	12,000.00
<i>(Obtain samples, pick up cores, etc.)</i>					
Subtotal				\$	30,700.00

Soils (includes granular borrow, UTBC, and utility trench backfill)					
Proctors	40	ea	@	\$ 140.00	\$ 5,600.00
Gradations (-3" GB)	25	ea	@	\$ 100.00	\$ 2,500.00
Gradations (-1" UTBC)	50	ea	@	\$ 90.00	\$ 4,500.00
Atterbergs	75	ea	@	\$ 90.00	\$ 6,750.00
In-place Density Tests	2000	ea	@	\$ 6.00	\$ 12,000.00
Materials Technician I (QA/QC)	1560	hrs	@	\$ 60.00	\$ 93,600.00
<i>(Obtain samples and perform in place density testing)</i>					
Materials Technician I (QA)	1040	hrs	@	\$ 60.00	\$ 62,400.00
<i>(Obtain samples and perform in place density testing)</i>					
Subtotal (QC/QA Option)					\$ 124,950.00
Subtotal (QA Option)					\$ 93,750.00
Concrete					
Cylinders	100	sets	@	\$ 55.00	\$ 5,500.00
Materials Technician I	0	hrs	@	\$ 60.00	\$ 0.00
<i>(Perform field tests and pick up cylinders, included in soils technician time)</i>					
Subtotal					\$ 5,500.00
Staff					
Lab Manager	100	hrs	@	\$ 135.00	\$ 13,500.00
Clerical	50	hrs	@	\$ 75.00	\$ 3,750.00
Principal Engineer	10	hrs	@	\$ 200.00	\$ 2,000.00
Subtotal					\$ 19,250.00
Total (QC/QA Option)					\$ 180,400.00
Total (QA-only Option)					\$ 149,200.00

We appreciate the opportunity to submit this proposal to you. If you have any questions, please don't hesitate to call, and discuss with me or with our lab manager, Jacob Boone.

Sincerely,

RB&G ENGINEERING, INC.



S Robert Johnson P.E.,
Principal



1435 West 820 North
 Provo, Utah 84601-1343
 801-374-5771 Provo
 801-521-5771 Salt Lake City
 801-374-5773 Fax

Project No. 202408-013
 Contract No. 202408.013

PROFESSIONAL SERVICES AGREEMENT

SANTAQUIN CITY ("CLIENT") hereby authorizes RB&G ENGINEERING, INC. ("ENGINEER"), a Utah corporation, to provide the services described below subject to the terms and conditions set forth below and on all exhibits, attachments, references, and documents incorporated herein.

CLIENT INFORMATION

Santaquin City
 110 South Center Street
 Santaquin, UT 84655
 (801) 754-3211 (phone)

Contact/Project Representative:
 Norm Beagley
 nbeagley@santaquin.org

BILLING INFORMATION

Santaquin City
 110 South Center Street
 Santaquin, UT 84655

PROJECT DESCRIPTION

Santaquin Main Street Reconstruction
 Santaquin, UT

A. ENGINEER'S SERVICES: ENGINEER shall provide the services set forth in the exhibits and documents attached hereto and by this reference made a part hereof. Services not expressly set forth in the exhibits or attachments or otherwise incidental to or implicit in those services, as determined solely by ENGINEER, are not a service of ENGINEER.

B. COMPENSATION: ENGINEER shall be compensated as described in "Payment" in Exhibit A and any additional exhibits and documents attached hereto and by this reference made a part hereof. CLIENT shall pay a retainage fee of \$ N/A prior to commencement of ENGINEER's services. Said fee shall be applied to the final invoice for services provided hereunder.


C. ATTACHMENTS: The following exhibits and attachments are incorporated herein by reference and are made a part of this Professional Services Agreement:

- Exhibit A: Terms and Conditions
- Exhibit B: Materials Testing and Observation
- Attachment: Project Proposal(s)

Having read, understood and agreed to the foregoing, and the terms and conditions set forth in Exhibit A, CLIENT and ENGINEER, by and through their authorized representatives, have subscribed their names hereto effective as of 4/17/2024.

CLIENT

SANTAQUIN CITY

By 
 Printed Daniel M. Olson
 Title Mayor
 Date April 25, 2024

ENGINEER

RB&G ENGINEERING, INC.

By _____
 Printed S. Robert Johnson
 Title President
 Date _____

- 1 **Claims (or Claim)** means any and all demands, actions, rights, liabilities, damages, costs, expenses, and/or fees (incl. expert and attorney's fees) (collectively "demands, etc.") of any nature whatsoever actually or allegedly arising directly or indirectly out of or related to the project or RB&G, *et al.*'s services, whenever accrued, known, discovered, or discoverable, for death, disability, disfigurement, bodily or personal injury, property damage or economic loss, including but not limited to demands, etc., for or arising out of breach of contract (express or implied), breach of warranty (express or implied), negligence (professional, simple or gross, sole or joint, active or passive), negligent misrepresentation, fraud, constructive fraud, strict products liability, strict liability, failure to warn or disclose, indemnity, contribution, subrogation, reimbursement, exoneration, or violation of statute, code, ordinance, rule or regulation.
- 2 **'RB&G, et al.'** means RB&G ENGINEERING, INC. (RB&G), its subconsultants of any tier, and their respective owners, officers, agents, and employees.
- 3 **'Hazardous Materials'** means any and all hazardous, toxic, infectious and/or other dangerous irritants, contaminants, pollutants, substances and/or materials of any nature whatsoever (collectively "materials, etc."), whether organic, inorganic, chemical, biological, vaporous, gaseous, liquid, and/or solid, now or hereafter subject to federal, state, and/or local law, rules, and regulation.
- 4 **Payment.** CLIENT will be invoiced from time to time as the Project progresses. Payment is due upon receipt of invoice. Invoices not paid within 30 days of date of invoice will accrue interest at 1.5 percent per month. If CLIENT disputes part of an invoice, it shall timely pay the undisputed portion of the invoice. RB&G may, in its sole discretion and without notice, suspend its services and withhold deliverables pending receipt of past due payments.
- 5 **Supplied Information.** RB&G, *et al.* are entitled to rely on any and all information supplied by, through or on behalf of CLIENT and have no legal or contractual duty to verify the accuracy or reliability of such information. CLIENT waives and agrees to hold harmless, indemnify and defend RB&G, *et al.* from and against any and all Claims arising out of any actual or alleged deficiency in any such information; excepting only such Claims as arise out of an indemnitee's actual sole negligence.
- 6 **Construction Estimates.** RB&G's opinions, if any, of probable construction costs, quantities or time are contingent upon factors over which RB&G has no control. RB&G makes no warranty, express or implied, regarding the accuracy of such opinions.
- 7 **Construction Phase Services.** RB&G's construction observation services, if any, are neither exhaustive nor continuous and consist solely of periodic site visits to determine in general whether construction is progressing in conformance with the plans and specifications. RB&G's recommendation, if any, of payments to the contractor is based solely upon said services. RB&G is not responsible for: (a) the timeliness, means, methods or sequences of construction or for the safety of workers or others at the project site; or (b) the performance, acts, errors or omissions of the contractor or its subcontractors, regardless of tier. RB&G, *et al.*'s review, if any, of submittals and shop drawings ("submittals") is for the sole purpose of determining general conformance with design intent; not to verify the accuracy or completeness of the details contained therein, which remains the sole responsibility of the contractor. RB&G has no obligation to: (a) review submittals not required under the contract documents; (b) review a submittal more than three (3) times; or (c) respond to materially identical requests for information or clarification ("RFIs/RFCs") more than two (2) times, aggregate. RB&G shall be paid for additional reviews of submittals or RFIs/RFCs on a time and expense basis.
- 8 **No Construction Phase Services.** Should CLIENT elect at any time not to have RB&G provide construction phase services, CLIENT waives and agrees to hold harmless, indemnify and defend RB&G, *et al.* from and against any and all Claims arising out of or in any way related to any alleged or actual material difference between design and construction; excepting only such Claims as arise out of an indemnitee's actual sole negligence.
- 9 **Representatives.** Approvals, decisions, authorizations and representations by CLIENT's or RB&G's designated representative shall be binding upon CLIENT and RB&G, respectively.
- 10 **Record Documents.** Record documents, if any, prepared by RB&G record variations between design and actual construction solely as recorded by the contractor. RB&G is entitled to rely upon and has no legal or contractual duty to verify the accuracy, reliability or completeness of this information provided by the contractor. CLIENT waives and agrees to hold harmless, indemnify and defend RB&G, *et al.* from and against any and all Claims arising out of any actual or alleged deficiency in such information; excepting only such Claims as arise out of an indemnitee's actual sole negligence.
- 11 **Access.** CLIENT warrants RB&G adequate and timely access to all property reasonably necessary to the performance of RB&G, *et al.*'s services.
- 12 **Ownership of Documents.** RB&G retains ownership of any and all proprietary rights in and to all plans, drawings, specifications, reports, notes, data, logs, calculations, documents, and other instruments obtained or prepared by or on behalf of RB&G, *et al.*, regardless of medium, except where this agreement is terminated prior to completion or CLIENT has not paid RB&G. CLIENT is granted a non-exclusive, non-transferrable license to use said instruments solely as an integrated set for the construction, operation, maintenance and repair of the project for which said instruments were prepared. Any modification of or use on other projects of such instruments by or on behalf of CLIENT without RB&G's prior express written consent is at CLIENT's sole risk, and CLIENT waives and agrees to hold harmless, indemnify and defend RB&G, *et al.* from and against any and all Claims arising out of any such nonpermissive modification or use; excepting such Claims as arise out of an indemnitee's actual sole negligence.
- 13 **Site Conditions; Underground Utilities.** RB&G's services contemplate (i) the absence of Hazardous Materials on, in or under the project site and (ii) site conditions like those represented in information provided by, through or on behalf of CLIENT and/or those reasonably anticipated for a site of this nature and locality. Should Hazardous Materials be discovered or actual site conditions vary materially from those represented or anticipated, either party shall have an absolute and unconditional right to terminate this agreement. CLIENT waives and agrees to hold harmless, indemnify and defend RB&G, *et al.* from and against any and all Claims arising out of or related to (i) the detection, generation, presence, escape, release, discharge, movement, seepage, stabilization, abatement, handling, removal, transportation, storage or disposal of Hazardous Materials or (ii) any material change in represented or anticipated site conditions; excepting only such Claims as arise out of an indemnitee's actual sole negligence.
- 14 **Standard of Care.** RB&G's services shall be performed in accordance with and judged solely by the skill and care ordinarily exercised by members of the same profession performing like services in the State of Utah at the same time. RB&G makes no other representation or any warranty, express or implied, regarding the quality of RB&G's services or the instruments thereof.
- 15 **Limitation of Liability.** In recognition and equitable allocation of the relative risks and benefits of the project, CLIENT limits the total aggregate liability of RB&G, *et al.* to CLIENT and its successors and assigns on any and all Claims to \$50,000. For purposes of this section, attorney fees, expert fees and other costs incurred by RB&G, *et al.* and their insurance carriers in the defense of such Claims shall be included in calculating total aggregate liability.
- 16 **Consequential Damages.** CLIENT and RB&G mutually waive any and all Claims they have or may against each other for consequential damages of any nature whatsoever, including but not limited to Claims for loss of business, income, profits, use or reputation.
- 17 **Dispute Resolution.** Any and all disputes arising out of or related to this agreement shall be submitted to mediation before a mutually-acceptable mediator prior to initiation of litigation or other binding adjudicative procedures. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction. The parties shall provide such discovery as may be deemed necessary by the mediator to have an effective mediation.
- 18 **Applicable Law; Jurisdiction; Venue.** This agreement shall be interpreted and enforced in and according to the laws of the State of Utah. Jurisdiction shall be in any court of competent jurisdiction in the State of Utah. Venue of any dispute resolution process arising out of or related to this agreement shall be exclusively in Utah County, State of Utah.
- 19 **Assignment; Subcontracting.** Neither party shall assign its rights or claims under this agreement without the prior, express, written consent of the other. RB&G may subcontract any portion of its services without such consent.
- 20 **Force Majeure.** Any default in the performance of this agreement by either party caused by any fact or event beyond the defaulting party's reasonable control shall not constitute a breach of this agreement.
- 21 **No Third Party Rights.** No third party beneficiary rights are intended or created under this agreement, nor does this agreement create any cause of action in favor of any third party against either party hereto.
- 22 **Limitation Periods.** For statutory limitation of actions purposes, any and all Claims shall be deemed to have accrued no later than the date of substantial completion of RB&G's services.
- 23 **Termination.** This agreement may be terminated by either party with or without cause upon seven (7) days written notice. If this agreement is terminated through no fault of RB&G, CLIENT shall pay RB&G for services performed and expenses incurred through the date of termination.
- 24 **Miscellaneous.** This agreement constitutes the entire and integrated agreement by and between the parties and supersedes all prior or contemporaneous written or oral negotiations, representations, or agreements. Acceptance or use of RB&G's services hereunder shall constitute acceptance of this agreement whether or not signed by CLIENT. In the event any provision herein or portion thereof is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver of a breach of any provision is not a waiver of a subsequent breach of the same or any other provision.

EXHIBIT B
MATERIALS TESTING AND OBSERVATION

Appended to and made a part of the Professional Services Agreement ("Agreement") by and between SANTAQUIN CITY ("CLIENT") and RB&G ENGINEERING, INC. ("ENGINEER")

1. ADDITIONAL TERMS AND CONDITIONS

ENGINEER's sole legal and contractual duty regarding its materials testing or observation services is to comply with the Standard of Care provision set forth in the "Terms and Conditions" of this Agreement consistent with the type, scope and limitations of its services. Results of material tests, whether made prior to, during or following incorporation of the material into the project, represent only the composition and condition of the specific sample tested at the time and on the date tested, not the actual condition and composition of all such material. The actual composition and condition of such material may vary from tested samples and may not be uniform. ENGINEER makes no warranty or representation, express or implied, regarding the actual composition or condition of tested materials or their uniformity.

2. SERVICES AND COMPENSATION:

See attached proposal. Contract applies to QC/QA option.