

Grantsville City
429 East Main Street
Grantsville, UT 84029



Phone: (435) 884-3411
Fax: (435) 884-0426

NOTICE OF AWARD

Civil Proj-Ex, Inc
225 East Main St., Ste M
Grantsville, Utah 84029

Project Description: 2014 Burmester Project

Grantsville City has considered the BID submitted by you for the above described work in response to its Advertisement for Bids dated the 20th day of November, 2013 and information for bidders.

You are hereby notified that your BID has been accepted for items in the amount \$14,980.00 Base Bid. You are required by the information for Bidders to execute the AGREEMENT within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said AGREEMENT within ten (10) days from the date of Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned. The OWNER will be entitled to such rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 10th day of February, 2014.

Grantsville City _____

Owner

By Brent L. Marshall

Title Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

CIVIL PROJ-EX, INC.

this the 10 day of February, 2014.

By Barry V. Bunderson

Title Vice President

Phone Number 801-618-5740

Grantsville City
429 East Main Street
Grantsville, UT 84029



Phone: (435) 884-3411
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NOTICE TO PROCEED

Civil Proj-Ex, Inc
225 East Main St., Ste M
Grantsville, Utah 84029

Project Description: 2014 Burmester Project

You are hereby notified to commence work in accordance with the Agreement dated February 10, 2014 on or before February 17, 2014. The date of completion of all work is therefore April 11, 2014.

Dated this 10TH day of February, 2014.

Grantsville City

Owner

By

Brent A. Marshall

Title

Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

CIVIL PROJ-EX, INC.

this the 10 day of February 2014.

By

Barry V. Bunderson

Title

Vice President

Phone Number

801-618-5740

**CIVIL PROJ-EX, INC
ENGINEERING SERVICES AGREEMENT**

THIS ENGINEERING SERVICES AGREEMENT (this "AGREEMENT") is made and entered into as of February 10, 2014, by and between Grantsville City ("CITY"), and Civil Proj-Ex, Inc. ("ENGINEER"), who agree as follows:

1. PROJECT. CITY desires to engage Civil Proj-Ex to provide engineering, technical services, and other services as described by "scope of work" letter proposals in connection with CITY'S projects.
2. LENGTH OF AGREEMENT. This agreement will remain in place until notification in writing with an updated services agreement agreed to by both parties.
3. FEES. The Civil Proj-Ex's fee schedule (the "FEE SCHEDULE") has been provided to and received by CITY. A copy of the FEE SCHEDULE is attached hereto with the standard engineering services agreement as Exhibit A. This Agreement may be withdrawn by Civil Proj-Ex if not signed by City within 90 days from the date of this Agreement. CITY hereby agrees that all fees and charges set forth in the FEE SCHEDULE are acceptable to CITY, and CITY further agrees to pay all fees and charges to Civil Proj-Ex in accordance with this AGREEMENT and the FEE SCHEDULE.
4. SCOPE OF SERVICES. Civil Proj-Ex shall provide certain specified scope of services the ("SERVICES") on each PROJECT in accordance with this AGREEMENT, the Civil Proj-Ex Standard Terms and Conditions ("STANDARD TERMS") attached hereto, and the Scope of Services ("SCOPE OF SERVICES") attached hereto as Exhibit B or as provided specifically for each project. Civil Proj-Ex shall not be responsible to provide any services not expressly contained in the SERVICES or the STANDARD TERMS.
5. HAZARDOUS SUBSTANCES AND HAZARDOUS CONDITIONS. CITY hereby represents, warrants, and covenants to and with Civil Proj-Ex that:
 - a. No HAZARDOUS SUBSTANCES (as defined in the STANDARD TERMS) or HAZARDOUS CONDITIONS (as defined in the STANDARD TERMS) exist on the PROJECT or at the PROJECT SITE, except as specified as follows:

 - b. Civil Proj-Ex is entitled to rely upon the above-stated representations, warranties and covenants in the performing of the SERVICES.

CITY acknowledges and confirms the Civil Proj-Ex is relying upon the above warranties in undertaking to perform the services described in this AGREEMENT.

6. 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.
7. CITY had read and understood the terms and conditions set forth on this and the reverse side hereof and agrees that such items are hereby incorporated into and made a part of this agreement.

IN WITNESS WHEREOF, CITY and Civil Proj-Ex have executed this AGREEMENT as of the date first-above written.

Grantsville City

Civil Proj-Ex, Inc.


Mayor


Registered Agent

Attest


Grantsville City Recorder



CIVIL PROJ-EX, INC
STANDARD TERMS AND CONDITIONS
ARTICLE 1 – GENERAL TERMS AND CONDITIONS

- 1.1 ENGINEER, et al. ENGINEER and its shareholders, directors, officers, agents, representatives, employees, consultants or any of them.
- 1.2 CITY. A person or agency who engages the professional advice or services of another.
- 1.3 Representatives. ENGINEER and CITY shall each designate in writing a person authorized to act as their representative. Said persons shall serve as sole intermediaries between ENGINEER and CLENT and shall be authorized to bind their respective principals.
- 1.4 Professional Qualifications. The firm of Civil Proj-Ex, Inc, a Utah, Company, is duly authorized and licensed to practice engineering in the State of Utah. The ENGINEER represents that it has the necessary expertise, experience, and is properly qualified and licensed for this work.
- 1.5 Performance Standard ENGINEER's services hereunder shall be rendered consistent 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. ENGINEER disclaims any and all warranties, express or implied, regarding the quality of its services or the instruments thereof, including but not limited to warranties of fitness, merchantability, or compliance with federal, state, or local laws, rules, regulations, ordinances, or design or building codes or standards.
- 1.6 ENGINEER as Independent Contractor. The ENGINEER will furnish services as an independent contractor and not as an employee of the CITY. The ENGINEER is not entitled to any medical coverage, life insurance, or participation in any benefits afforded to the CITY's regular employees. As an independent contractor, the ENGINEER will be responsible for its own overhead costs and expenses (such as taxes, office space, employee benefits, etc.).
- 1.7 ENGINEER not to Engage in Conflicting Activities During the time of this Agreement, the ENGINEER will not enter into any activity, employment, or business arrangement which conflicts with CITY's interests or ENGINEER's obligations under this Agreement. In view of the sensitive nature of ENGINEER's status, the CITY shall have the option of terminating this Agreement at any time if, in its sole judgment, a conflict of interest exists or is imminent. The ENGINEER will advise the CITY of its position with respect to any activity, employment, or business arrangement contemplated by the ENGINEER, which may be relevant to this Paragraph.
- 1.8 Proprietary Information. The ENGINEER will treat as proprietary any information belonging to the CITY or any third parties disclosed to the ENGINEER in course of ENGINEER's services.
- 1.9 Assignments. Neither party shall assign its rights or delegate its duties under this agreement without the prior, express, written consent of the other. ENGINEER may subcontract services which would be subcontracted in the normal course of business without such consent.
- 1.10 Supplied Information. ENGINEER, et al. are entitled to rely on any and all information supplied by, through or on behalf of CITY and, absent an express agreement to do so, have no legal or contractual duty to verify the accuracy of such information. CITY waives any and all Claims against ENGINEER, et al. arising out of actual or alleged deficiencies in any such information and agrees to hold harmless, indemnify and defend ENGINEER, et al. therefrom; excepting those arising out of the indemnitee's sole negligence.
- 1.11 Amendments This Agreement may be amended only by written instrument expressly referring hereto and duly signed by the parties. This Agreement constitutes the entire and integrated agreement between the parties and supersedes all prior or contemporaneous negotiations, representations and/or agreements, whether written or oral.

ARTICLE 2- COMPENSATION

- 2.1 Progress Payments. CITY will be invoiced at the end of the first calendar month following the effective date of this Agreement and at the end of each calendar month thereafter. Invoices shall reflect billing for work performed by ENGINEER during the month invoiced. Payment on an invoice is due upon receipt of the invoice. In the Event of a dispute regarding an invoice, CITY shall notify the ENGINEER of the objection with fifteen (15) days from the date of the invoice, give reasons for the objection, and shall pay all undisputed amounts as per this Article.

ARTICLE 3- SPECIAL TERMS AND CONDITIONS

- 3.1 Construction Estimates. ENGINEER's opinions, if any, of probable construction costs, quantities or times are subject to change and are contingent upon persons and factors over which ENGINEER has no control. ENGINEER does not guarantee the accuracy of such estimates.
- 3.2 Record Documents. Any record documents provided or drafted by ENGINEER are based upon information provided by the contractor, who is to document variations between design and actual construction. ENGINEER is entitled to rely upon and has no legal or contractual duty to verify the accuracy of such information and does not warrant the accuracy of record documents.
- 3.3 Access. CITY warrants timely access for ENGINEER, et al. to all property reasonably necessary to the performance of their services.
- 3.4 Problem Notification. CITY will provide prompt written notice to the ENGINEER whenever the CITY observes or otherwise becomes aware of any defect in the services being performed under this agreement. The purpose of the notice is to allow the ENGINEER an opportunity to correct the problem consistent with its desire to provide quality engineering services.
- 3.5 Construction Services. ENGINEER's construction observation or monitoring services, if any or unless specified otherwise, are neither exhaustive nor continuous and consist solely of periodic visits to the project site to determine whether construction is progressing in general conformance with the plans and specifications. ENGINEER is not responsible for the timeliness, means, methods or sequences of construction nor for the safety of workers or others at or near the project site. ENGINEER does not guaranty the performance of the contractor, subcontractors, suppliers or others providing labor, material or services for the project, nor is it responsible for their acts, errors or omissions. Unless expressly agreed otherwise, ENGINEER's compensation for any such services contemplates one (1) construction contract being let and construction completion within the specified time period. Should more than one (1) construction contract be let or said period for construction be exceeded through no fault of ENGINEER, ENGINEER's compensation shall be equitably adjusted. Should ENGINEER not be retained to provide construction observation, monitoring, or similar services, CITY waives and agrees to hold harmless, indemnify and defend ENGINEER, et al. from and against any and all Claims against ENGINEER, et al. based in whole or in part upon actual or alleged defects in construction, workmanship and/or materials; excepting those arising out of the indemnitee's sole negligence.
- 3.6 Site Conditions. Unless expressly agreed otherwise, ENGINEER's services and compensation contemplate (i) the absence of Hazardous Materials on, in or under the project site or nearby properties and (ii) site conditions like those represented in information provided by, through or on behalf of CITY and/or those reasonably anticipated for a site of this nature and locality. Should such Materials be discovered or should actual conditions vary materially from those represented or anticipated, either party shall have an absolute and unconditional right to terminate or suspend this agreement. CITY waives and agrees to hold harmless, indemnify and defend ENGINEER, et al. from and against any and all Claims against ENGINEER, et al. actually or allegedly, directly or indirectly 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 and/or (ii) any material change in represented or anticipated conditions; excepting those arising out of the indemnitee's sole negligence.

ARTICLE 4 – CLAIMS AND DISPUTES

- 4.1 Claims (or Claim). Shall be defined as any and all claims, actions, causes of action, rights, demands, liabilities, damages, costs, expenses, and/or fees (incl. expert and attorneys) of any nature whatsoever actually or allegedly, directly or indirectly arising out of or related to the project, whether or not accrued, known, suspected, discovered, discoverable, and/or latent.
- 4.2 Dispute Resolution. Any dispute related to this agreement, either parties' performance hereunder, and/or ENGINEER, et al.'s services shall be submitted to mediation before a mutually acceptable mediator prior to initiation of litigation or other formal adjudicative procedures.
- 4.3 Limitation of Liability. In recognition and equitable allocation of the relative risks and benefits of the project, CITY limits, to the fullest extent permitted by law, the total aggregate liability of ENGINEER, et al. to CITY and all contractors, subcontractors and suppliers on all Claims arising out of, on or related to the project, to the ENGINEERS contract value or \$50,000, whichever is less. Prior to the initiation of ENGINEER's services hereunder, this limit may be increased up to ENGINEER's then effective insurance limit upon mutual agreement and CITY's payment of an additional fee of 0.5% of the amount of any increase in coverage.
- 4.4 Jurisdiction; Venue. This agreement shall be interpreted and enforced according to the laws of the State of Utah. Venue of any litigation arising out of or related to this agreement or the services hereunder provided shall be exclusively in Tooele County, State of Utah.
- 4.5 Force Majeure. Any default in the performance of this agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: act of God, government, or public enemy; strike; embargo; fire, flood, epidemic, unusually severe weather and/or other extraordinary natural event or disaster; and/or quarantine.
- 4.6 Attorneys Fees. In the event of default hereunder, the defaulting party agrees to pay all costs incurred by the non-defaulting party as a result thereof, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.
- 4.7 Severability Waiver. In the event any provision of this agreement 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.
- 4.8 Third Party Rights. No third party beneficiary rights are created by this agreement, nor does this agreement create any cause of action in favor of any third party against either party hereto.

Exhibit "A"

**CIVIL PROJ-EX, INC
FEE SCHEDULE**

Burmester Waterline Fee		Project Manager (PE)	Quality Control	Project Engineer	Survey Crew	Draftsman	Admin	Construction Manager	Civil Inspector	Design Deliverable Fee Total
ID	Task									
		(Hrs)	(Hrs)	(Hrs)	(Hrs)	(Hrs)	(Hrs)	(Hrs)	(Hrs)	(Dollars)
1	Design and Pre-Construction	16	16	56	25	36	2	0	0	<u>\$10,880.00</u>
2	Construction Administration	0	0	0	0	0	0	22	49	<u>\$ 4,100.00</u>
Burmester Waterline Total Fee										<u>\$14,980.00</u>

PROFESSIONAL/SKILLED RATES

ENGINEERING TECHNICAN	\$50.00 / hour
PROJECT MANAGER (PE).....	\$90.00 / hour
PROFESSIONAL ENGINEER INTERN.....	\$75.00 / hour
1 MAN SURVEY CREW.....	\$80.00 / hour
QUALITY CONTROL/ASSURANCE OFFICER.....	\$85.00 / hour
CONSTRUCTION MANAGER.....	\$75.00 / hour
DRAFTSPERSON	\$50.00 / hour
CLERICAL	\$40.00 / hour
TRIP CHARGE, within 50 mile radius	\$25.00 / TRIP
TRIP CHARGE, within 100 mile radius	\$40.00 / TRIP
MILEAGE RATE	\$0.55 / MILE
PER DIEM	\$95.00 / DAY

Exhibit "B"

**CIVIL PROJ-EX, INC
SCOPE OF SERVICES**

Task 1: Design and Pre-Construction:

- 1.1 Establish survey control and prepare base mapping: Civil Proj-Ex will locate 2-4 Section Corners to be used as Survey Control for relation to plan sheet alignments. Civil Proj-Ex will create a Survey Control Sheet. A basic engineering topography survey will be provided and include 4 survey locations perpendicular to the alignment at approximately 100 foot intervals. The base mapping will include aerial photographs available from State of Utah AGRC or other readily available source, as well as right of way information and utility information provided by Grantsville City. No right of way determination or base mapping of recorded documents is included.
- 1.2 Prepare construction details: Project specific details for trenching, hydrants, valves, service connections, and air vacuum valves.
- 1.3 Prepare Water Pipe Alignments: Alignments will be based on the base mapping and will be placed at an offset to the centerline of existing roadways.
- 1.4 Prepare Plan and Profile Sheets: Plans sheets will show the base mapping and alignment information as well as construction notes and construction pay items with station and offset locations of where to begin and end construction pay items. Plans will be on 11" X 17" at a 40 scale (Approximately 1 Cover sheet, 1-2 survey control sheets, 2-3 construction details sheets, and 23 plan and profile sheets).
- 1.5 Prepare quantities and Engineer's Estimate of construction costs: Civil Proj-Ex will measure quantities per the plan sheets and prepare an Engineer's estimate of probable construction costs.
- 1.6 Quality Control Review: Civil Proj-Ex will perform quality control review checking the deliverables against the scope and quality requirements of the project.
- 1.7 Create and Deliver Submittals: Civil Proj-Ex will create and deliver a maximum of 5 copies of submittals to Grantsville City for review. One 75% submittal and one final submittal are included.
- 1.8 Review Meetings with City: Civil Proj-Ex will hold one kickoff meeting and one review meeting. The purpose of the kickoff meeting is to introduce team members, review the project scope, schedule, communication plan, and quality plan, and to commit to the project's success for task 1, 2, and 3. The 75% review meeting will be specific to task 1 and will allow for the City personnel to provide input and final direction before the contract documents are created.
- 1.9 Project Management: Civil Proj-Ex will coordinate design processes and provide the monitoring and control required to keep the project on schedule, meet the project purpose and success criteria, and close out the project. Civil Proj-Ex will also prepare meeting agendas and minutes and distribute to Grantsville City and Civil Proj-Ex staff.
- 1.10 Prepare Contract Specifications: Civil Proj-Ex will provide supplemental specifications to the APWA 2007 edition standard specifications. Project bidding documents will include Division 00 – Procurement and Contracting requirements, Division 01 – General Requirements modifications specifications and may include up to 3 supplemental technical specifications not covered in the 2007 APWA technical specifications.

Task 2: Construction Administration:

Civil Proj-Ex will process pay applications attend site meetings and prepare meeting minutes, provide submittal responses and respond to RFI. It is anticipated that the project duration will be 30 days per the pre proposal meeting. Also it is assumed that observation time will be 12 hours per week with the construction manager spending an additional 22 total hours attending meetings, processing pay applications, attending weekly meetings and preparing meeting minutes, and responding to submittals and RFI.