

Mountain Regional Water
 a Special Service District of Summit County
 6421 Business Park Loop Road, Suite A
 PO Box 982320
 Park City, UT 84098
 Tel. (435) 940-1916
 Fax (435) 940-1945

Purchase Order No.:
MRW2025-01-27



PURCHASE ORDER

Vendor Info.
 Name: Aqua Engineering
 Address: 533 W 2600 S, Suite 275
 City, State Zip: Bountiful, UT 84010
 Phone/Contact: 801-299-1327 / Darin Hawkes

Ship To
 Name: Mountain Regional Water SSD
 Address: 6421 Business Park Loop Rd, Ste A
 City, State Zip: Park City, Utah 84098
 Phone: 453.940.1916

Qty.	Units	Description	Unit Price	TOTAL
		Community Water Tank Replacement Project (Canyons)		\$ -
1		Design Services - Time & Material basis, not-to-exceed	\$ 110,080.00	\$ 110,080.00
				\$ -
				\$ -
				\$ -
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				\$ -

Shipping Method: _____

Requested by: Sam Grenlie

Account Number: _____

	Sub Total	\$ 110,080.00
	Shipping & Handling	
	TOTAL	\$ 110,080.00

Notes/Remarks:
 See Agreement for above named project, yet to be signed and dated, for details.

REQUIRED SIGNATURES:


 Financial Officer


 General Manager (required if over \$20,000)

Governing Board (required if over \$50,000)

Mountain Regional Water is a political subdivision of Summit County and thereby exempt from State and Local Sales Tax. If a tax exemption certificate is required, please request a completed Utah State Form 721 from Financial Officer.

Mountain Regional Water Special Service District (MRWSSD, or District) -
Attn: Sam Grenlie
6421 N. Business Park Loop Rd. Ste A.
Park City, UT 84098

January 8, 2025

TRANSMITTED VIA EMAIL (NO HARD COPY WILL FOLLOW):
Sam Grenlie (sam@mtregional.org)

**RE: Mountain Regional Water – Community Water Tank Replacement Project
Professional Engineering Services Proposal**

Dear Sam,

Aqua Engineering (AQUA) appreciates the opportunity to provide a scope of services and fee estimate for the **Mountain Regional Water Special Service District (MRWSSD, or District) - Community Water Tank Replacement Project**. We look forward to working with you on this project.

Below is a narrative of our project understanding followed by the project team and relevant experience. The proposed scope of work, schedule, and fee are included in the attached Short Form Agreement between Owner and Engineer.

PROJECT UNDERSTANDING

The existing Community Water Tank is located approximately 0.75 miles west of the Canyon's Village and immediately downhill from the base of the Super Condor Express ski lift at the Canyon's Resort. The existing tank is an above-grade welded steel tank with a capacity of approximately 250kgal and is nestled against the toe of the south-facing slope of the canyon. According to MRWSSD operations staff, the interior of the tank suffers from significant corrosion due to age and is in need of replacement. Adjacent to the east of the tank is an existing foundation for a previous tank as well as a below-grade booster pump station which is owned and operated by the Canyons Resort. All known piping, power and communication utilities are located immediately to the south within the dirt access roadway. The district's goal is to keep the existing tank in service until the new tank is constructed and ready for commissioning, at which point the connection to the water system would be cut over to the new tank. It is our understanding that the proposed tank will be built as a 500kgal steel welded tank constructed on an at-grade concrete foundation.

SCHEDULE

AQUA is ready and available to begin work immediately upon receiving Notice to Proceed, and estimates that the majority of design services will be completed within 120 days but no later than 180 days after a written notice to proceed is received. Construction period services will be completed based on the actual length of construction duration.

COMPENSATION

The estimated compensation for performing the Scope of Services as identified herein is on a time and material basis (T&M) not-to-exceed fee of \$110,080.00. Additional services can be provided upon request and mutual agreement. AQUA will submit progress invoices based on actual labor hours expended and reimbursable expenses.

If this Professional Services Agreement is acceptable to you, please sign and return.

If you have any questions, please contact Darin Hawkes, PE at (801) 299-1327.

Sincerely,

Darin Hawkes, PE
Principal

Encl.: E-570 Short Form Agreement between Owner and Engineer

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of Contract Date (“Effective Date”) between Mountain Regional Water Special Service District (MRWSSD, or District) - (“Owner”) and Aqua Engineering (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: **Community Water Tank Replacement Project** (“Project”).

Engineer’s services under this Agreement are generally identified as the following **SCOPE OF WORK** (“Services”).

SCOPE OF WORK

TASK 1 . PROJECT MANAGEMENT

1.1. Project Coordination and Reporting

AQUA will develop, maintain, and monitor overall project scope, budget, and schedule throughout the duration of the Project. During scheduled review meetings, AQUA and Mountain Regional Water Special Service District (MRWSSD, or District) - will collaborate to ensure Project decisions made are in the best interest of the overall goals. Periodic coordination calls will take place as needed.

1.2. Project Kick-off Meeting / Work Session

Prior to commencement of the preliminary design, AQUA will conduct a kick-off meeting and work session with AQUA, the client, and team members. The work session will include a walkthrough of the proposed project site and acquiring and reviewing additional information related to project specifics and nuances. AQUA will incorporate discussed design aspects, locations, and overall improvements from the Town into the Preliminary Construction Drawings and Project Manual (Contract Documents).

Meeting minutes will be prepared and distributed to all team members for coordination. From the information exchanged in this meeting, a Work Plan will be developed to ensure project goals are maintained throughout the Project.

1.3. Quality Assurance / Quality Control (QA/QC)

AQUA Principals will be involved in the Project and will provide technical review of critical project deliverables and guidance to the project team.

TASK 2 . SITE TOPOGRAPHIC SURVEY

AQUA will work with a qualified land surveyor to obtain an accurate and reflective survey data set that will be used for design purposes. Project datum, coordinates and control will be supplied on the Construction Drawings to be used by the selected contractor for construction staking and horizontal/vertical control.

TASK 3 . GEOTECHNICAL SITE EVALUATION AND ANALYSIS

AQUA will work with a qualified geotechnical engineering consultant to provide geotechnical analysis and site-specific data as it pertains to the in-situ soils and proposed construction activities. The parameters provided will guide the foundation, structural and seismic design of the tank.

TASK 4 . CONCEPTUAL SITE LAYOUT

AQUA will provide the following conceptual site layout for review prior to commencing full preliminary engineering. This step ensures the design assumptions and parameters meet the owner’s project goals and desires. It is our understanding this project will require a Conditional Use Permit (CUP) issue by Summit County. As such, these conceptual level drawings can be used to begin this application process followed by the more complete Preliminary Engineering Drawings.

- Conceptual Site and Grading Plan
- Conceptual Site Layout including Anticipate LOD Boundary
- Preliminary Site Design, Grading and Drainage & SWPPP Plans to be used for submission for County Permitting
- Regulatory Meeting Assistance (4 hours anticipated)

TASK 5 . ENGINEERED DESIGN & CALCULATIONS REPORT

AQUA will provide the following engineered design along with supporting calculations in report format. The engineering design and calculations report will be stamped by a licensed Utah Professional Engineer and/or licensed Utah Professional Structural Engineer as required. Design and calculations will adhere to local, state and federal building codes and will meet the specific requirements dictated by the project site.

- Structural & seismic design with supporting calculations
- Preparation of project structural drawings per pertinent local, state and federal requirements and applicable building codes
- Rendered site and structure exhibits (if required for CUP submission)

TASK 6 . SITE CONSTRUCTION DRAWINGS AND DETAILS

Similar to Task 6, AQUA will provide the site civil design to include the following:

- Civil Site, Excavation, Grading & Drainage and Access Road Drawings
- Site Piping, Connections to existing system, Supply/Discharge, Drain, Overflow, Etc.
- Mechanical, Supply and Discharge Header, Valving, & Piping Connection Drawings

TASK 7 . PROJECT ELECTRICAL & CONTROLS DESIGN & DETAILS

AQUA will partner with SKM to design the EI&C aspects of the project. This will include the following:

- Electrical Site, SCADA, Telemetry and Instrumentation drawings
- Conduit Development, One-line, Load Calculations, etc.

TASK 8 . PROJECT BIDDING & TECHNICAL SPECIFICATIONS & CONTRACT ADMINISTRATION

AQUA will facilitate the bidding process for the project and will assist the client in the selection of a contractor.

- Provide Project Bid Documents & Technical Specifications
- Facilitate, administer, and conduct project bidding (via QuestCDN Online Portal)
- Review and summarize bids, and provide contractor award recommendations
Deliverables: Bidding Documents, Technical Specifications, Contract Award Recommendations, Contract administration

INFORMATION TO BE PROVIDED BY THE CLIENT

1. Record or "As-Built" drawings of the existing utilities, if available.

INFORMATION PROVIDED BY OTHERS

1. Steel bolted or welded tank design submittal

CLARIFICATIONS, EXCLUSIONS, AND ADDITIONAL SERVICES

Additional or supplemental services beyond the above Scope of Work shall be performed as defined in Section 2.03. These services include additional work resulting from changes in the extent of the Project or its design including, but not limited to, changes in Project size, complexity, schedule, or character, or construction approach. Specifically, we note the following clarifications and exclusions to our Scope of Services:

1. Summit County CUP Negotiation
2. UDDW Project Notification Form & UDDW Plan Approval Submission
3. Electrical Programming and Startup
4. Construction Engineering Services (Construction management and Observation)

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: **Within 160 days (maximum) of written notice to proceed** If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 Payment Procedures

- A. **Invoices:** Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. **Payment:** As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

A. Owner shall pay Engineer for Services as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
2. Engineer's Standard Hourly Rates are attached as Appendix 1.
3. The total compensation for Services and reimbursable expenses is estimated to be \$[110,080.00].

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost

prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 Definitions

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Attachments:

Appendix 1, Engineer's Standard Hourly Rates

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Mountain Regional Water Special Service District (MRWSSD, or District) -

Engineer: AQUA Engineering

By: _____

Print name:

Title: _____

Date Signed: _____

Address for Owner's receipt of notices:

6421 N. Business Park Loop Rd. Ste A.
Park City, UT 84098

By: _____

Print name: Darin Hawkes, PE

Title: _____

Date Signed: Contract Date

Address for Engineer's receipt of notices:

533 West 2600 South Suite 275
Bountiful, Ut 84010

