

RESOLUTION No. 12-02-2012

**A RESOLUTION OF THE SANTAQUIN CITY COUNCIL AMENDING AN
ENGINEERING SERVICES CONTRACT FOR THE DESIGN AND
CONSTRUCTION MANAGEMENT OF THE SANTAQUIN CITY
WASTEWATER RECLAMTION FACILITY PROJECT AS ORIGINALLY APPROVED
ON DECEMBER 1, 2010.**

WHEREAS, the City of Santaquin, a municipality in Utah County, Utah, has a need to expand its ability to process its wastewater and has approved a Wastewater Reclamation Facility (WRF) which incorporates Membrane Bioreactor technology; and

WHEREAS, the Santaquin City Engineers of Record, JUB Engineering, have designed said facility, which is currently under construction, under a contract approved on December 1, 2010; and

WHEREAS, Federal and State funding agencies require specific language be included within said contract to meet their grant and loan requirements which was not originally included in said contact; and


WHEREAS, to be fully compliant with the requirements of the Federal and State agencies and amendment to this contract is necessary in order to continue to receive funding for the construction of the WRF;

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


1. The Santaquin City Council approves the attached amendment to the JUB Engineering Services Contract for the construction of a WRF.
2. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED this 19th day of December, 2012.




James E. DeGraffenried, Mayor

ATTEST:


Susan B. Farnsworth
Santaquin City Recorder

Engineering Services Agreement, dated July 5, 2006, revised March 11, 2009, revised May 12, 2010, revised December 1, 2010. Between the City of Santaquin (owner) and JUB Engineering, Inc. (Engineer).

Funding Agency Required Revisions to the Agreement:

FEDERAL REQUIREMENTS:

1. In this Agreement the term Agency shall mean: The Rural Utilities Service or any designated representative of Rural Utilities Service, including USDA, Rural Development.
2. The Engineer shall identify the building codes and accessibility standards used in the design, and prepare the final plans and specifications to comply with those standards as well as the planning requirements of this subpart.
3. Participate in and chair a Pre-Construction Conference prior to commencement of Work at the Site.
4. The Engineer shall document visits to the project site in writing on standard inspection report forms approved by the Agency with copies furnished to the Owner, Agency, and Contractor.
5. Upon Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Agency.
6. The Owner shall pay the Contractor any amounts due under the Construction Contract, but must obtain Agency concurrence prior to issuing such payment.
7. Signature of a duly authorized representative of Agency in the space provided on the signature page hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements. This Agreement shall not be effective unless the Funding Agency's designated representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency's designated representative concurs.

8. Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.

9. Engineer and each Consultant shall comply with Restrictions on Lobbying if they are recipients of engineering services contracts and subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

10. Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – lower tier transactions" to the Owner who will forward it the USDA, Rural Development processing office.

The Engineer and Owner hereby concur in the Funding Agency required revisions to the Agreement, Agreement, dated July 5, 2006, revised March 11, 2009, revised May 12, 2010, revised December 1, 2010 by the City of Santaquin (owner) and JUB Engineering, Inc. (Engineer).

Engineer: David R. Day Date 9 January 2013
DAVID R DAY, VP.

Attest: Jason D. Willes

Type Name: JASON D. WILLES

Title: AREA MANAGER

Owner: James E DeGraffen Ried Date 12-20-12
James E DeGraffen Ried, Mayor

Attest: Susan B. Farnsworth

Type Name: Susan B. Farnsworth

Title: City Recorder

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

By: _____ Date _____

Type Name: _____