



June 23, 2021

North Fork Special Service District  
**Attn: Stephen Miche**  
RR3 P.O. Box B1  
Sundance, Utah 84604

Subject: **Proposal to Prepare Technical Specifications and Preliminary Evaluation Report for Proposed Aspen Grove Well**  
Utah County, Utah  
**for North Fork Special Service District**

Dear Stephen:

Thank you for the opportunity to help North Fork Special Service District (NFSSD) with the design and permitting of a new public water system (PWS) well. We prepared this proposal in response to a request from Ryan Taylor, P.E. of T-O Engineers.

## **BACKGROUND**

We understand that:

- NFSSD is Utah Division of Drinking Water (DDW) PWS No. UTAH25109 and is classified as a community water system;
- The proposed Aspen Grove Well is needed to provide additional source capacity to the NFSSD water system;
- The desired safe yield of the proposed Aspen Grove Well is at least 250 gallons per minute (gpm); and
- The location of the proposed well is approximately South 645 feet and West 345 feet from the Northeast (NE) corner of Section 9, Township 5 South, Range 3 East, Salt Lake Base and Meridian (SLB&M), based on water right exchange application E6207.

## **OBJECTIVE AND SCOPE OF WORK**

Our objective with this scope of work is to help NFSSD obtain a DDW drilling plan approval for the proposed Aspen Grove Well. We will perform the following tasks to meet this objective:

- Task 1 – Prepare Technical Specifications
- Task 2 – Prepare Preliminary Evaluation Report (PER)

**Task 1 – Prepare Technical Specifications.** We will (1) prepare Technical Specifications for the proposed PWS well to meet the requirements of Utah Administrative Code (UAC) Rules R655-4, *Administrative Rules for Water Wells* and R309-515, *Source Development* and (2) submit them to the DDW. Our Technical Specifications will include drilling methods, total drill depth, and requirements for borehole diameters, lithologic sample collection, geophysical logging, air-lift and/or zone testing, well construction methods and materials, produced water management, test pumping, borehole abandonment and other relevant sections. As part of this task, we will also prepare a Project Notification Form (PNF) for submittal with the Technical Specifications to the DDW.

**Task 2 – Prepare Preliminary Evaluation Report (PER).** We will (1) prepare a Drinking Water Source Protection (DWSP) Preliminary Evaluation Report (PER) for the proposed PWS well in accordance with UAC R309-600, *Source Protection* and (2) submit it to the DDW. We assume that the Utah County DWSP ordinance will be used in place of land use agreements from landowners in DWSP Zones One and Two for the proposed well.

Note that to obtain a drilling plan approval from the DDW, a valid start card issued by the Utah Division of Water Rights (DWRi) for the proposed well will also need to be submitted to the DDW. A valid start card can be obtained by approval of a water right application or a non-production well application. Upon receipt of a valid start card and approval of the Technical Specifications and PER for the proposed well, the DDW will issue a drilling plan approval, which will likely be valid for 1 year. If needed, we can assist with obtaining a valid start card for the proposed well.

### **TERMS AND CONDITIONS AND ESTIMATED FEE**

We will perform our services on a time and expense (T&E) basis in accordance with the attached terms and conditions. Our estimated fee is as follows:

<b>Design and Permit PWS Well</b>	<b>Estimated Fee</b>
Task 1 – Prepare Technical Specifications	\$6,000
Task 2 – Prepare PER	\$6,000
<b>Total Estimated Fee</b>	<b>\$12,000</b>

Our total estimated fee to conduct Tasks 1 and 2 is **\$12,000**.

You may indicate your acceptance of our proposed scope of services, fees, terms, and conditions and authorize us to proceed with the scope of services described herein with the signature of an authorized representative of North Fork Special Service District in the space provided on the signature page of this proposal.

Please return an executed copy of this proposal to authorize Loughlin Water to proceed.

**Loughlin Water Associates, LLC**

**SCHEDULE**

Loughlin Water Associates, LLC is prepared to initiate the proposed scope of services following our receipt of written authorization to proceed.



If you have any questions or need more information, please do not hesitate to call Neil at (801) 541-4426 (mobile).

**Loughlin Water Associates, LLC**

Handwritten signature of Neil I. Burk in blue ink.

Neil I. Burk, P.G.  
Principal Hydrogeologist

Handwritten signature of William D. Loughlin in blue ink.

William D. Loughlin, P.G.  
Manager, Principal Hydrogeologist

North Fork Special Service District agrees to the scope of services, fees, and terms and conditions described herein.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attachments:        Terms and Conditions

## **TERMS AND CONDITIONS**

**Services.** This Agreement is entered into between Client and Loughlin Water Associates, LLC (“Consultant”) wherein Client engages Consultant to provide professional services (“Services”).

**Invoicing and Payment.** Invoices will be submitted no less than monthly and will include the charges incurred during the preceding accounting period. Payment is due within thirty (30) days of the invoice date. Payments made after 30 days incur a late payment fee of 1.5 percent per month.

**Fixed Fee Cost and Schedule.** Consultant will work on a best-efforts basis to accomplish client's objectives within the cost and schedule estimates provided in the proposal. These estimates are based on Consultant's best judgment of requirements known at the time the proposal is prepared, requirements which can be influenced by changes in the work scope, client schedule demands, and other unforeseen circumstances. If the schedule or scope of services is expected to change, Consultant will notify the client with a change order request for the client's consideration.

**Time-and-Expense Cost Estimate and Schedule.** Consultant will work on a best-efforts basis to accomplish client's objectives within the cost and schedule estimates provided in the proposal. These estimates are based on Consultant's best judgment of requirements known at the time the proposal is prepared, requirements which can be influenced by changes in the work scope, client schedule demands, and other unforeseen circumstances. If schedule or costs are expected to exceed the proposed estimates, Consultant will notify the client before incurring additional costs on the client's behalf. In the situation where Consultant notifies the client in advance that the schedule or the costs are expected to exceed the proposed estimates, the client will have three options: 1) authorize additional funds so that Consultant can complete the work as currently defined; 2) redefine the scope of work to stay within the remaining funds; or 3) stop work at a specific expenditure level, with no further obligation or liability to either party except for payment for work performed.

**Standard of Care.** Consultant will strive to perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the consultant's profession practicing in the same locality under similar circumstances at the time the services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

**Limitation of Liability.** Consultant's potential liability to Client and others is grossly disproportionate to Consultant's fee due to the size, scope, and value of the Project. Therefore, unless Client and Consultant otherwise agree in writing in consideration for an increase in Consultant's fee, Client, including its directors, officers, partners, employees, agents, contractors and their respective assigns, agree to limit Consultant's liability (whether arising from contract, statutory violation or tort) to the greater of \$10,000 or the amount of Consultant's fee. This limitation of liability shall apply to all phases of Services performed in connection with this Project, whether subsequent to or prior to the execution of this Agreement. In no event shall Consultant be liable for consequential, incidental or special damages.

**Indemnification.** Consultant and Client each agree to defend, indemnify and hold harmless the other from any claim, damage or liability for injury, loss, cost or expense, including, but not limited to reasonable attorney's fees in defending such matters and in enforcing the terms of this paragraph to the extent such claims or damages result directly or indirectly from the negligent actions or willful misconduct of each party. Neither party shall indemnify the other against liability of damages to the extent caused by the negligence or willful misconduct of the other.

**Ownership of Documents.** Services provided under this Agreement, including all reports, information, recommendations, or opinions (“Reports”) prepared or issued by Consultant, are for the exclusive use and benefit of Client or its agents in connection with the project, are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the project. Client will not distribute or convey such Reports to any other persons or entities without Consultant's prior written consent which shall include a release of Consultant from liability and indemnification by the third party. Consultant's Reports, boring logs, maps, field data, drawings, test results and other work products are part of Consultant's professional services, do not constitute goods or products and are copyrighted works of Consultant. However, such copyright is not intended to limit the Client's use of its work product in connection with the project.

**Site Access.** Client shall secure the permission necessary to allow Consultant's personnel and equipment access to the project site at no cost to Consultant. Consultant will take reasonable precautions to minimize damage to the Site from its efforts. Consultant will retain responsibility for damage to owner's property to the extent damage occurs due to Consultant's negligence. Consultant and Client acknowledge that, in the performance of Services some damage may occur and is the responsibility of Client, or at Client's direction the damage may be corrected by Consultant and billed to Client at cost. However, damage which exceeds that normally to be expected, based on current industry standards, shall remain the responsibility of Consultant. Client shall be responsible for correctly designating the location of all property lines of the project site and all subsurface installations, such as pipes, tanks, cables, electrical lines, telephone lines and utilities within the project site, unless otherwise agreed in writing.