

**REQUEST FOR COUNCIL ACTION**

**SUBJECT:** 9000 South 4000 West; Project No. F-LC35(218)

**SUMMARY:** Approve a Local Government Contract between the Utah Department of Transportation (UDOT), West Jordan City and Project Engineering Consultants, Ltd, for preconstruction engineering for the 9000 South 4000 West Intersection project, in an amount not to exceed \$108,726.97.

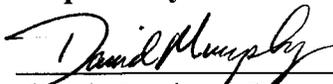
**FISCAL AND/OR ASSET IMPACT:** The City is responsible for 6.77% of the funding for the contract, equal to \$7,360.82. The funding for this contract is available in the road capital account.

**STAFF RECOMMENDATION:**  
Staff recommends approval of a Local Government Contract between the UDOT, West Jordan City and Project Engineering Consultants, Ltd, for preconstruction engineering for the 9000 South 4000 West Intersection project, in an amount not to exceed \$108,726.97.

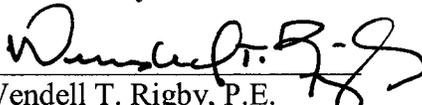
**MOTION RECOMMENDED:**  
"I move to adopt Resolution No. ~~16-146~~ authorizing the Mayor to execute a Local Government Contract between the UDOT, West Jordan City and Project Engineering Consultants, Ltd, for preconstruction engineering for the 9000 South 4000 West Intersection project, in an amount not to exceed \$108,726.97.

Roll Call vote required

**Prepared by:**

  
\_\_\_\_\_  
David Murphy, P.E.  
CIP Manager

**Reviewed by:**

  
\_\_\_\_\_  
Wendell T. Rigby, P.E.  
Director of Public Works

**Reviewed as to Legal Sufficiency:**

  
\_\_\_\_\_  
David R. Brickey  
City Attorney

**Recommended by:**

  
\_\_\_\_\_  
Mark R. Palesh  
City Manager

## **BACKGROUND DISCUSSION:**

This project will improve the level of service and safety at the intersection of 9000 South with 4000 West. Current vehicle traffic experience low levels of service in the peak hour at this location. It is hoped that this project will prevent traffic congestion from spilling onto the adjacent TRAX intersection at 4000 West and Old Bingham Highway. Conceptual studies indicated a need for two lanes of traffic in the southbound direction to alleviate the congestion.

A Federal Aid Agreement with the UDOT for this project was approved at City Council on July 13, 2016. The intent of this agreement is to allow design work to proceed through the UDOT process that will prepare plans and specification for bidding the project. After a search of UDOT approved contractors, Project Engineering Consultants, Ltd was selected as the consultant best matching the design requirements for this project. As per most local government sponsored projects, the City cost participation is 6.77%, or \$7,360.82 of the \$108,726.97 contract.

### Attachments:

Resolution

UDOT Local Government Contract

**THE CITY OF WEST JORDAN, UTAH**  
A Municipal Corporation

**RESOLUTION NO. 16-146**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LOCAL  
GOVERNMENT CONTRACT BETWEEN THE UTAH DEPARTMENT OF  
TRANSPORTATION, THE CITY OF WEST JORDAN AND PROJECT  
ENGINEERING CONSULTANTS, LTD,  
FOR THE 9000 SOUTH 4000 WEST INTERSECTION PROJECT**

**Whereas**, the City Council of the City of West Jordan has reviewed the attached Local Government Contract between the City of West Jordan, the Utah Department of Transportation (UDOT), and Project Engineering Consultants, Ltd, (a copy of which is attached as **Exhibit A**) for the 9000 South 4000 West Intersection Project, in an amount not-to-exceed \$108,726.97; and

Whereas, the proposed Local Government Contract between the City of West Jordan, the UDOT and Project Engineering Consultants, Ltd, in an amount not-to-exceed \$108,726.97 been reviewed; and

Whereas, the City Council of the City of West Jordan has determined that the attached Local Government Contract between the City of West Jordan, the UDOT and Project Engineering Consultants, Ltd, for an amount not-to-exceed \$108,726.97 is acceptable for the 9000 South 4000 West Intersection Project.

**NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH:**

Section 1. After approval as to legal form by the City Attorney, the Mayor is hereby authorized and directed to execute the Local Government Contract between the City of West Jordan, the UDOT and Project Engineering Consultants, Ltd, for the 9000 South 4000 West Intersection Project, in an amount not-to-exceed \$108,726.97.

Section 2. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 21<sup>th</sup> day of September 2016.

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Kim V. Rolfe  
Mayor

ATTEST:

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Melanie S. Briggs  
City Recorder

**RESOLUTION NO. 16-146**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LOCAL  
GOVERNMENT CONTRACT BETWEEN THE UTAH DEPARTMENT OF  
TRANSPORTATION, THE CITY OF WEST JORDAN AND  
PROJECT ENGINEERING CONSULTANTS, LTD,  
FOR THE 9000 SOUTH 4000 WEST INTERSECTION PROJECT**

Voting by the City Council	"AYE"	"NAY"
Council Member Dirk Burton	_____	_____
Council Member Jeff Haaga	_____	_____
Council Member Zach Jacob	_____	_____
Council Member Chris McConnehey	_____	_____
Council Member Chad Nichols	_____	_____
Council Member Sophie Rice	_____	_____
Mayor Kim V. Rolfe	_____	_____



# LOCAL GOVERNMENT CONTRACT

**STATE OF UTAH**  
**LOCAL GOVERNMENT**  
**ENGINEERING SERVICES**  
2016-2019 LG POOL (DIRECT SELECT)  
COST PLUS FIXED FEE

**CONTRACT NO.** \_\_\_\_\_  
**EFFECTIVE DATE** \_\_\_\_\_  
**TRACKING NO.** \_\_\_\_\_

**Project No.:** F-LC35(218)  
**PIN Description:** 9000 South & 4000 West  
**FINET Prog No.:** 5387215D  
**PIN No.:** 11095  
**Work Discipline:** Preconstruction Engineering

1. **CONTRACTING PARTIES:** This contract is between **West Jordan City**, referred to as LOCAL AUTHORITY and

Project Engineering Consultants, Ltd  
986 West 9000 South  
West Jordan, UT 84088

**Legal Status of Consultant:** For Profit Corporation

**Fed ID No.:** 86-0466210

referred to as CONSULTANT, and approved by the Utah Department of Transportation, referred to as DEPARTMENT.

2. **REASON FOR CONTRACT:** The LOCAL AUTHORITY does not have sufficient qualified staff to complete the work required in the suggested time frame and the CONSULTANT is professionally qualified and willing to assist the LOCAL AUTHORITY with **Preconstruction Engineering** services as further described in Attachment C.

3. **PROJECT/CONTRACT PERIOD:** The project/contract will terminate **November 29, 2017**, unless otherwise extended or canceled in accordance with the terms and conditions of this contract.

4. **CONTRACT COSTS:** The CONSULTANT will be paid a maximum of **\$108,726.97** for costs authorized by this Contract as further described in Attachment D.

5. **ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:**

- Attachment A – Certification of Consultant and Local Authority
- Attachment B – Standard Terms and Conditions
- Attachment C – Services Provided by the Consultant
- Attachment D – Fees
- Attachment E – Insurance

The parties below hereto agree to abide by all the provisions of this contract. IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

**CONSULTANT - Project Engineering Consultants, Ltd**

**LOCAL AUTHORITY - West Jordan City**

By: Leo Florence 9/2/2016 | 10:33 AM  
Title: Vice President  
Printed Name: Leo Florence

By: \_\_\_\_\_  
Title: Engineering Manager for CIP  
Printed Name: David Murphy

**UTAH DEPARTMENT OF TRANSPORTATION**

**DEPARTMENT Comptroller's Office**

By: Ben Hunt 9/1/2016 | 4:13 PM  
Title: Engineer for Preconstruction

By: \_\_\_\_\_  
Title: Contract Administrator

## CERTIFICATION OF CONSULTANT

By signing this contract on behalf of the CONSULTANT, I hereby certify I am a duly authorized representative of [Project Engineering Consultants, Ltd](#) and that neither I nor the above CONSULTANT I hereby represent has:

- (a) employed or retained for commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid, or agreed to pay to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Utah Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this contract, involving participation of Federal-aid Funds, and is subject to applicable State and Federal laws, both criminal and civil.

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## CERTIFICATION OF LOCAL AUTHORITY

By signing this contract on behalf of the LOCAL AUTHORITY, I hereby certify I am the duly authorized representative of [West Jordan City](#) and that the above CONSULTANT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is subject to applicable State and Federal laws, both criminal and civil.

**LOCAL GOVERNMENT  
ENGINEERING SERVICES CONTRACT  
STANDARD TERMS AND CONDITIONS**

1. **AUTHORITY:** Provisions of this contract are pursuant to authority set forth in the Utah Transportation Code §§ 72-3-102, 105, and 107; the Utah Procurement Code §§ 63g-6a-101 et seq., and Utah Admin. Code r. R33. *(Provision revised June 22, 2016.)*
2. **CONTRACT JURISDICTION AND COMPLIANCE WITH LAWS:** The provisions of this contract shall be governed by the laws of the State of Utah. Also, the CONSULTANT and those engaged by the CONSULTANT shall comply with all Federal, State and local laws, regulations and other legally binding requirements that pertain to the services provided under this contract. The CONSULTANT shall furnish proof of its compliance with state licensing requirements to the LOCAL AUTHORITY and the DEPARTMENT upon request.
3. **RECORDS ADMINISTRATION:** The CONSULTANT shall maintain all books, papers, documents, accounting records and other evidence to support costs billed for under this contract. These records shall be retained by the CONSULTANT for a period of at least six (6) years after the contract terminates, or until all audits initiated within the six years have been completed, whichever is later. These records shall be made available at all reasonable times during the six-year period for audit and inspection by the LOCAL AUTHORITY or the DEPARTMENT and other authorized State or Federal auditors. The CONSULTANT'S records supporting the cost proposal shall also be retained and made available for review by authorized Federal or State staff. Copies of requested records shall be furnished to the LOCAL AUTHORITY or the DEPARTMENT upon request. *(Provision revised June 22, 2016.)*
4. **CONFLICT OF INTEREST:** The CONSULTANT certifies that none of its officers or employees are officers or employees of the State of Utah unless disclosure has been made in accordance with Utah Code § 67-16-8. The CONSULTANT certifies that no engineer, attorney, appraiser, inspector, surveyor or survey crew, or other person performing services for the CONSULTANT has, directly or indirectly, a financial or other personal interest, other than his employment or retention by the LOCAL AUTHORITY or the DEPARTMENT, in any contract or subcontract in connection with this project (Reference 23 CFR § 1.33 (2011)). An example of this situation would be the CONSULTANT subcontracts with the Contractor to perform survey work while contracted by the LOCAL AUTHORITY or the DEPARTMENT to perform construction engineering management services for the same project.  
  
The CONSULTANT further warrants that it has no financial or other interest in the outcome of the work performed under the contract. Examples of this situation would be a Consultant who owns land, options to buy land, or some business enterprise that would be financially enhanced or diminished by any project alternatives.
5. **EMPLOYMENT OF DEPARTMENT EMPLOYEES:** The CONSULTANT agrees not to engage in any way the services on this contract of any present or former Utah Department of Transportation employee who was involved as a decision maker in the selection or approval processes or who negotiated and/or approved billings or contract modification for this contract.
6. **CONSULTANT, AN INDEPENDENT CONTRACTOR:** The CONSULTANT shall be an independent contractor, and as such, shall have no authority, express or implied to bind the LOCAL AUTHORITY or the DEPARTMENT to any agreement, settlement, liability, or understanding whatsoever; and agrees not to perform any acts as agent for the LOCAL AUTHORITY, except as specifically authorized and set forth herein. Persons employed by the LOCAL AUTHORITY and acting under the direction of the LOCAL AUTHORITY shall not be deemed to be employees or agents of the CONSULTANT. Compensation provided to the CONSULTANT herein shall be the total compensation payable hereunder by the LOCAL AUTHORITY.
7. **INDEMNITY - LIABILITY:** The CONSULTANT shall hold harmless and indemnify the DEPARTMENT and the LOCAL AUTHORITY, their officers, authorized agents and employees from and against claims, suits and cost, including attorneys' fees, for injury or damage to the extent caused by the negligent acts, errors, omissions, or willful misconduct of the CONSULTANT, or its subconsultants when acting within the scope of their subcontract, or their respective agents, employees or representatives.

The CONSULTANT is an independent contractor contracted with the LOCAL AUTHORITY and approved by the DEPARTMENT. Any periodic plan and specification review or construction inspection performed by the LOCAL AUTHORITY or DEPARTMENT arising out of the performance of the contract, does not relieve the CONSULTANT of its duty in the performance of the contract, or ensure compliance with customary standard of professional care.

No party to this Agreement shall be liable to the another party or any third party claiming through the other respective party, for any special, incidental, indirect, punitive, liquidated, delay or consequential damages of any kind including but not limited to lost profits or use of property, facilities or resources, that may result from this Agreement, or out of any goods or services furnished hereunder. *(Provision revised June 22, 2016.)*

8. **SEPARABILITY:** The declaration by any court, or other binding legal source, that any provision of this contract is illegal and void and shall not affect the legality and enforceability of any other provision of this contract, unless said provisions are mutually dependent.
9. **LIABILITY INSURANCE:** Services to be provided by the CONSULTANT under this contract are required to be covered by insurance. The CONSULTANT shall furnish the LOCAL AUTHORITY and the DEPARTMENT a Certificate of Insurance applying to this contract for each type of insurance required, to be approved by the DEPARTMENT and the LOCAL AUTHORITY, before the CONSULTANT begins work under this contract. The CONSULTANT'S insurer must be authorized to do business in Utah and must meet the specified A.M. Best rating or better at the time this contract is executed. The following insurance shall be maintained in force until all activities which are required by this contract or as changed by contract modification are completed and accepted by the LOCAL AUTHORITY and the DEPARTMENT:
- (a) General Liability insurance with a limit of not less than \$1,000,000 per occurrence and not less than \$2,000,000 aggregate and having an A.M. Best rating of A-class VIII or better. The limit if different for this contract will be as designated in Attachment C to this contract. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate.  
  
The CONSULTANT represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered.
  - (b) Commercial Automobile insurance with a minimum combined single limit of \$1,000,000 per occurrence OR \$500,000 liability per person, \$1,000,000 per occurrence, \$250,000 Property Damage, and having an A.M. Best rate of A-class VIII or better.
  - (c) Architect and/or Engineers Professional Liability (errors and omissions) insurance having an A.M. Best rating of A-class VIII or better, is required at the coverage amount of \$1,000,000 per claim and \$2,000,000 aggregate. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. The CONSULTANT represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered (on construction contracts or modifications for construction management the insurance, shall remain in effect for one (1) year after completion of the project).
  - (d) Valuable Papers & Records Coverage and/or Electronic Data Processing (Data and Media) Coverage for the physical loss or destruction of the work product including drawings, plans, specifications and electronic data and media. Such insurance shall be of a sufficient limit to protect the CONSULTANT, its sub-consultants, the LOCAL AUTHORITY, and the DEPARTMENT from the loss of said information.
  - (e) Aircraft Liability in the amount of \$1,000,000 per occurrence if aircraft are utilized in connection with this contract.

- (f) The CONSULTANT shall provide evidence that his employees and sub-consultant employees are covered by Workers Compensation. If they are covered by Workers Compensation Fund of Utah, then the A.M. Best rating is not required in this area.
- (g) The CONSULTANT shall require the insurance company that issues the Certificates of Insurance for the evidence of the required insurance coverage to endeavor to provide the DEPARTMENT and the LOCAL AUTHORITY with 30-days written notice in the event that coverage is canceled before the policy expiration date stated in the Certificate. The CONSULTANT further agrees to provide the DEPARTMENT and the LOCAL AUTHORITY with 30-days written notice prior to making an alternation or material change to the required insurance coverage.

Policies referred to in 9(a), 9(b) and 9(e) above are required to be endorsed naming the LOCAL AUTHORITY, DEPARTMENT, and the State of Utah as Additional Insureds and, on General Liability and Aircraft Liability, indicate they are primary and not contributing coverage. All required policies, endorsements, insurance companies issuing same, and self-insured programs are subject to review and approval by the State of Utah, Risk Manager. *(Provision revised July 6, 2016.)*

10. **HEALTH INSURANCE:** The CONSULTANT agrees that if the CONSULTANT has an initial contract of 2 million dollars or more, or the contract and modifications are anticipated in good faith to exceed 2 million dollars, or the CONSULTANT has a subcontract at any tier that involves a sub-consultant that has an initial subcontract of 1 million dollars or more, and/or the CONSULTANT has a subcontract at any tier that is anticipated in good faith to exceed 1 million dollars; hereby certifies the following.

The CONSULTANT and all applicable sub-consultants have and will maintain an offer of qualified health insurance coverage for their employees, as defined in Utah Code § 26-40-115 for the employees who live and/or work within the State of Utah, along with their dependents, during the duration of the contract. Employee, for purposes of these requirements, shall be no broader than the use of the term employee for purposes of State of Utah Workers' Compensation requirements.

The CONSULTANT shall demonstrate its compliance with this part and Utah Code § 72-6-107 at the time this contract is executed and its continued compliance is subject to audit by the DEPARTMENT or the Office of the Legislative Auditor General. The CONSULTANT and all applicable sub-consultants shall be subject to all applicable penalties. The CONSULTANT will provide these same requirements in all applicable subcontracts at every tier. *(Provision revised June 22, 2016.)*

11. **PROGRESS:**

- (a) The CONSULTANT may not begin the work governed by this contract prior to receiving an official Notice to Proceed from the DEPARTMENT. The CONSULTANT shall begin the work governed by this contract within one week after receiving a Notice to Proceed from the DEPARTMENT. The CONSULTANT shall prosecute the work diligently and to the satisfaction of the LOCAL AUTHORITY and the DEPARTMENT. If Federal Funds are used on this contract the work will be subject to periodic review by the Federal Highway Administration. *(Provision revised June 22, 2016.)*
- (b) The CONSULTANT will prepare monthly progress reports following the format established by the LOCAL AUTHORITY and the DEPARTMENT in sufficient detail to document the progress of the work and support the monthly claim for payment. Payments will not be made without a supporting progress report. In addition, the CONSULTANT will update the DEPARTMENT'S "electronic Program Management" (ePM) system bi-weekly to reflect the status of the project.
- (c) Progress conferences will be held periodically. The CONSULTANT will prepare and present written information and studies to the LOCAL AUTHORITY and the DEPARTMENT so it may evaluate the features and progress of the work. Any one of the three parties may request a conference; to be held at the office of any, or at a place designated by the LOCAL AUTHORITY or the DEPARTMENT. The conferences shall also include inspection of the CONSULTANT'S services and work products when requested by the LOCAL AUTHORITY or the DEPARTMENT.

- (d) The CONSULTANT will be required to perform such additional work as may be necessary to correct errors caused by the CONSULTANT in the work required under the contract without undue delays and without additional cost to the LOCAL AUTHORITY and the DEPARTMENT.
  - (e) At any time, the CONSULTANT determines the contract work cannot be completed within the specified time or budget, the CONSULTANT shall immediately notify in writing that the CONSULTANT cannot meet specified time or budget requirements and why. The LOCAL AUTHORITY and the DEPARTMENT may, at their sole discretion, agree to extend the contract by written modification.
  - (f) The LOCAL AUTHORITY or the DEPARTMENT may terminate this contract in accordance with the termination provisions of this contract including failure of the CONSULTANT to make satisfactory progress on the contract work, or failure to provide satisfactory work product quality.
  - (g) Should the LOCAL AUTHORITY or the DEPARTMENT desire to suspend the work, but not terminate the contract, the LOCAL AUTHORITY or the DEPARTMENT will notify the CONSULTANT verbally to suspend work immediately. The LOCAL AUTHORITY or the DEPARTMENT will follow this verbal notification with a written confirmation. When the LOCAL AUTHORITY or the DEPARTMENT provides verbal notification to the CONSULTANT to suspend work the CONSULTANT agrees to comply immediately or as directed by the LOCAL AUTHORITY or the DEPARTMENT. The work may be reinstated upon 30-days advance written notice from the LOCAL AUTHORITY or the DEPARTMENT.
  - (h) Unless extended or terminated in writing, this contract will terminate on the expiration date, or at the end of the specified calendar days.
12. **REVIEW AND INSPECTION OF WORK:** It is expressly understood and agreed that authorized representatives of the LOCAL AUTHORITY, DEPARTMENT and, when Federal Funds are used, the Federal Highway Administration shall have the right to review and inspect the work in process, and the CONSULTANT'S facilities, at any time during normal business hours or by appointment.
13. **NON DISCRIMINATION PROVISIONS:** The CONSULTANT agrees to abide by the provisions of the Utah Anti-discrimination Act, Utah Code §§34a-5-101 - 112 , and Titles VI and VII of the Civil Rights Act of 1964 (42 USC §§ 2000e – 2000e-17), which prohibits discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive Orders 11375 and 13665 and as supplemented in Department of Labor Regulations (41 CFR Part 60), which prohibits discrimination on the basis of age; 29 USCA § 794, which prohibits discrimination on the basis of handicap; and Executive Order 13672, Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity.

The CONSULTANT agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place. Sections 49 CFR 21 through Appendix C (2016) and 23 CFR 710.405(b) (2016) are applicable by reference in all contracts and subcontracts financed in whole or in part with Federal-aid highway funds. The CONSULTANT further agrees to furnish reports to the LOCAL AUTHORITY or DEPARTMENT upon request for the purpose of determining compliance with these statutes identified in this section. The CONSULTANT shall comply with the Americans with Disabilities Act (ADA).

The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 (2016) in the award and administration of federal-aid contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the DEPARTMENT deems appropriate. During the performance of this contract, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

- (a) **Compliance with Regulations:** The CONSULTANT shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of 49 CFR Part 21, and 23 CFR Part 200 as

they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- (b) **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, gender identity or sexual orientation, age, disability/handicap, and low income status in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR § 21.5 (2016) of the Regulations, including employment practices when the contract covers a program set forth in 49 CFR § 21, Appendix B of the Regulations.
- (c) **Solicitations for Subconsultants, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, gender identity or sexual orientation, age, disability/handicap, and low income status.
- (d) **Information and Reports:** The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the DEPARTMENT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the DEPARTMENT, and shall set forth what efforts it has made to obtain the information.
- (e) **Sanctions for Noncompliance:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this contract, the DEPARTMENT shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
  - (1) Withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies, or
  - (2) Cancellation, termination or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (a) through (f) of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any subcontract or procurement as the DEPARTMENT may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter into such litigation to protect the interests of the DEPARTMENT, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States. *(Provision revised June 22, 2016.)*

**14. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS:** The CONSULTANT agrees to abide by the requirements of 49 CFR Part 29, Government wide Debarment and Suspension (Nonprocurement). By signing this contract the CONSULTANT certifies that to the best of their knowledge and belief that it or its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had civil judgment against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of

embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in subparagraph 14(b) of this certification; and
- (d) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

Where the CONSULTANT is unable to certify to any of the statements in this certification, the CONSULTANT shall attach an explanation to this contract. Exceptions will not necessarily result in denial of award, but will be considered in determining CONSULTANT'S responsibility. Any exceptions noted shall identify to whom it applies, the initiating agency, and dates of the action. Providing false information may result in criminal prosecution or administrative sanctions.

- 15. **BACKGROUND CHECKS:** The DEPARTMENT may require the CONSULTANT and all employees of the CONSULTANT to undergo a background investigation, to be conducted by the Attorney General or the Bureau of Criminal Investigation, to the satisfaction of the DEPARTMENT. The background investigation will consist of a review of, but may not limited to, criminal conduct including the use of controlled substances. The Consultant represents that its employees assigned to work under this Agreement are competent in their respective fields, licensed as required by the State of Utah, and are legally able to fulfill their work obligations. *(Provision added June 22, 2016.)*
- 16. **CERTIFICATION OF COMPLIANCE ON LOBBYING RESTRICTIONS:** The CONSULTANT agrees to conform to the lobbying restrictions established by the Byrd Amendment, 31 USCA § 1352, for contracts exceeding \$100,000 in Federal Funds. The CONSULTANT certifies, by signing this contract, to the best of their knowledge and belief, that:
  - (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USCA § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CONSULTANT also agrees by signing this contract that they shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

- 17. **CERTIFICATION OF COMPLIANCE ON DRUG AND ALCOHOL TESTING:** The CONSULTANT hereby certifies by executing this Contract that the CONSULTANT shall comply with all applicable provisions of Utah Admin. Code Rule 916-6 - Drug and Alcohol Testing in State Construction Contracts and Utah Code Ann. § 63G-6a-1303 throughout the term of this Contract. The CONSULTANT shall provide this requirement in its contracts with subconsultants.

**18. CONSULTANT COST CERTIFICATION:** The CONSULTANT hereby certifies by executing this Contract, that the CONSULTANT has previously submitted a CONSULTANT certification of final indirect costs in accordance with the 2 CFR Part 200 Subpart E Cost Principles and in the DEPARTMENT Financial Screening Application.

**19. OWNERSHIP OF WORK PRODUCTS PROCURED OR DEVELOPED UNDER THIS CONTRACT:** Unless specifically designated hereinafter or preexisting information and know-how of the CONSULTANT, the LOCAL AUTHORITY retains ownership of all materials, products, devices, equipment, facilities, data, test results, reports, graphics, presentations, visual aids, computer elements, software (including source code), software license agreements, testing apparatus, services, etc., that are developed, procured, constructed, installed or performed under this contract and that become an integral part of or that are intended to facilitate or enhance the use, operation, maintenance, documentation or understanding of the deliverables of this contract. In addition, the LOCAL AUTHORITY shall retain ownership of all non-expendable items procured under this contract that have a salvage value at the end of this contract of \$5,000.00 or more unless the LOCAL AUTHORITY specifically authorizes exclusions listed in the Deliverables and Partial Payments in Attachment C of this contract. Notwithstanding the foregoing, ownership of any and all CONSULTANT work product shall remain with CONSULTANT unless and until the payment by the LOCAL AUTHORITY or DEPARTMENT to CONSULTANT of all undisputed invoiced amounts.

The LOCAL AUTHORITY grants to the CONSULTANT a non-exclusive license for non-commercial, internal, educational and research use of work products developed or produced by the CONSULTANT under this contract, subject to the provisions of this contract. The use of physical products is subject to availability. Physical products will be transported and maintained at the expense of the CONSULTANT, should transportation and maintenance be necessary in conjunction with this use.

The CONSULTANT may secure through patents or trademarks, the right, title, or interest throughout the world of any invention that may be created or developed under this contract, as provided in 37 CFR 401.14, except for Section 401.14(g). The LOCAL AUTHORITY shall be entitled to the same rights granted to the Federal Government under 37 CFR 401.14 and adopts that regulation for that purpose. The CONSULTANT will retain all rights provided for the LOCAL AUTHORITY in this clause, and the LOCAL AUTHORITY will not, as part of the consideration for awarding this contract, obtain rights in the CONSULTANT'S subject inventions. The LOCAL AUTHORITY shall be granted a non-exclusive, irrevocable, royalty-free license to use, practice, employ, or have practiced for or on behalf of the LOCAL AUTHORITY the subject invention throughout the world. These license provisions shall be considered one of the deliverables due under this contract. When federal transportation funds make up all or part of the remuneration under this contract (as documented elsewhere in these Special Provisions), the United States Department of Transportation shall also be named as a grantee, along with the LOCAL AUTHORITY, in the license provisions described above.

The CONSULTANT may secure copyrights on information, designs, analyses, processes, reports, and the intellectual innovations that may be created or developed under this contract, subject to the provisions of this contract, including the provisions of the "Publication or Use of Work Product Outside of This Agreement" clause.

The LOCAL AUTHORITY reserves a non-exclusive, irrevocable, royalty-free license to reproduce, publish, distribute, disclose, modify, implement, or otherwise use, and to authorize others to use, the copyright in any work developed as deliverables under this contract, and any rights of copyright to which the CONSULTANT purchases ownership with the support of this contract.

The right of the CONSULTANT to apply for patents, copyrights or trademarks shall be limited to the statutory period defined by United States Code and other applicable Federal regulations.

It is further specifically agreed between the parties executing this contract that the above provisions shall be interpreted and administered in accordance with State and Federal non-disclosure and disclosure laws, rules, regulations and policies governing patents, copyrights, trademarks, rights of privacy and freedom of public information. *(Provision added June 22, 2016.)*

**20. RIGHT OF FUTURE DEVELOPMENT:** The parties agree that the LOCAL AUTHORITY and the DEPARTMENT and third parties that may be under separate contract to the LOCAL AUTHORITY or the

DEPARTMENT may perform future additional developments or enhancements to information, designs, analyses, computer elements, devices, data, test results, reports, graphics, presentations, visual aids, intellectual innovations that are derived from the work products developed and delivered under this contract. Neither the LOCAL AUTHORITY nor the DEPARTMENT shall be obligated to obtain the services of the CONSULTANT to perform these additional developments or enhancements. Likewise, the CONSULTANT, after completion of this contract, may perform future additional developments or enhancements to the work products produced and delivered under this contract without the necessity of granting the LOCAL AUTHORITY or the DEPARTMENT a license of use for these additional developments or enhancements. Any reuse, misuse, or use of modified or incomplete deliverables will be at the sole risk of the LOCAL AUTHORITY or the DEPARTMENT or the third party in possession of CONSULTANT'S deliverable and the CONSULTANT makes no representation to any third party with respect to any good or service performed under this contract and shall not be liable for any reuse, misuse, or use of modified or incomplete deliverables under any theory of recovery. *(Provision added June 22, 2016.)*

- 21. PUBLICATION OR USE OF WORK PRODUCT OUTSIDE OF THIS AGREEMENT:** During the entire term of this contract the CONSULTANT shall not issue, offer, publish, or submit for publication any document, report, paper, technical notes, documentation, specification, graphic, or other media products produced in connection with the work of this contract without first submitting the deliverables required by this contract to the LOCAL AUTHORITY and the DEPARTMENT for their review, and notifying the LOCAL AUTHORITY and the DEPARTMENT of the intent to publish.

In the event CONSULTANT wishes to publish research results prior to the submission of contract deliverables, CONSULTANT shall first provide to LOCAL AUTHORITY and the DEPARTMENT written notice of CONSULTANT'S intent to publish and a draft of such publication. The LOCAL AUTHORITY and the DEPARTMENT shall have thirty (30) days after receipt of the draft publication to request in writing the removal of portions deemed by LOCAL AUTHORITY or the DEPARTMENT to contain confidential or patentable material owned by the LOCAL AUTHORITY or THE DEPARTMENT, or to request a delay in submission of the draft for publication pending CONSULTANT'S submission of overdue contract deliverables or LOCAL AUTHORITY'S or the DEPARTMENT'S application for patent protection. If CONSULTANT does not receive the LOCAL AUTHORITY'S or the DEPARTMENT'S written response to the notice of intent to publish within the thirty (30) day period, then the LOCAL AUTHORITY or the DEPARTMENT shall be deemed to have consented to such publication. If DEPARTMENT requests a delay in submission of publication for patent protection, CONSULTANT shall have no obligation to delay publication for longer than three (3) months following delivery of CONSULTANT'S notice of intent to publish. If the LOCAL AUTHORITY or the DEPARTMENT request a delay in submission of publication due to overdue deliverables, submission of publication by the CONSULTANT prior to completing those contract deliverables shall be grounds for termination of this Agreement. Student reports, theses, and dissertations, published internally by the CONSULTANT shall not be subject to these delay provisions.

If this Agreement is terminated by the LOCAL AUTHORITY or the DEPARTMENT for non-performance or failure to meet project deliverable dates, the CONSULTANT agrees to the publication restrictions stated above for a period of six (6) months following the date of termination.

Information supplied by LOCAL AUTHORITY or the DEPARTMENT to CONSULTANT and identified by the LOCAL AUTHORITY or the DEPARTMENT as proprietary, confidential, protected or security-sensitive information shall not be included in any material published by CONSULTANT without prior written consent of the LOCAL AUTHORITY or the DEPARTMENT.

All documents resulting from the work of this contract by the CONSULTANT, regardless of the time when they are created, produced, or released, shall contain acknowledgement and disclaimer statements as stipulated in the "Acknowledgements and Disclaimers" clause in this contract.

The restrictions and procedures described above shall apply to the release of any information or documents to the media. The CONSULTANT shall inform the UDOT Public Affairs Office of all media inquiries.

Requests from the media or other members of the public for records that have not already been issued, published, or submitted for publication shall be made in accordance with the Governmental Records

Access and Management Act (GRAMA), Utah Code Title 63G, Chapter 2. *(Provision added June 22, 2016.)*

22. **ACKNOWLEDGEMENTS AND DISCLAIMERS:** Any document, report, paper, technical notes, documentation, specification, computer element, graphic, media element, or other deliverable that is prepared or released by the CONSULTANT shall contain an acknowledgement of support by the LOCAL AUTHORITY and the DEPARTMENT. When federal transportation funds make up all or part of the remuneration under this contract (as documented elsewhere in these Special Provisions), the United States Department of Transportation shall also be acknowledged as a supporter of the work. In addition, any of these deliverables shall contain the following disclaimer:

"The authors alone are responsible for the preparation and accuracy of the information, data, analysis, discussions, recommendations, and conclusions presented herein. The contents do not necessarily reflect the views, opinions, endorsements, or policies of the Utah Department of Transportation or the US Department of Transportation. The Utah Department of Transportation makes no representation or warranty of any kind, and assumes no liability therefore." *(Provision added June 22, 2016.)*

23. **USE OF PATENTED, COPYRIGHTED OR TRADEMARKED ITEMS:** The CONSULTANT shall be fully responsible for the legal use and the related payment of any royalties or fees for any materials, products, devices, processes, computer elements, designs, specifications, publications, graphics, visual media, etc., that are protected by patents, copyrights or trademarks, or that are owned by third parties to this contract, in conjunction with the execution of the work in this agreement. In the event that any of the above items are to be incorporated into the deliverables or products which will be provided to the LOCAL AUTHORITY or the DEPARTMENT as a result of the work of this agreement, whether owned by the CONSULTANT before entering into this agreement or not, such use shall be specifically authorized in this contract or by prior written approval from the LOCAL AUTHORITY or the DEPARTMENT. When such authorization is provided, the CONSULTANT shall secure the rights of use of these patented, copyrighted or trademarked items for the LOCAL AUTHORITY or the DEPARTMENT. An original executed copy of the right-to-use agreement shall be delivered to and approved by the LOCAL AUTHORITY and the DEPARTMENT prior to commencing use of these item(s). The CONSULTANT shall be responsible for payment of all royalties and fees for said use during the entire term of this contract. To the extent that these royalties and fees are incurred exclusively and specifically for this contract and are shown in Attachment C of this contract, these costs are allowable expenses to the contract. The CONSULTANT shall indemnify, save harmless and release the LOCAL AUTHORITY and the DEPARTMENT from claims of patent, copyright or trademark infringement, or for costs, expenses, penalties and damages that may be obligated by reason of an infringement related to the work performed, services rendered or deliverables furnished under this contract which are caused by the negligence of the CONSULTANT. When Federal funds make up all or part of the remuneration under this contract, the United States Department of Transportation shall be named along with the LOCAL AUTHORITY and the DEPARTMENT in all legal agreements covering use of patented, copyrighted or trademarked items. *(Provision added June 22, 2016.)*

24. **CONFIDENTIALITY:** If, in order to perform the work under this contract, the CONSULTANT is given access to confidential, protected, security-sensitive or proprietary business, technical or financial information regarding persons, materials, products, devices, processes, plans, designs, computer elements, analyses, data, etc., the CONSULTANT agrees to treat such information as confidential and shall not appropriate such information to its own use or disclose it to third parties at any time, neither during the term of this contract nor after contract termination, without specific written authorization by the LOCAL AUTHORITY and the DEPARTMENT to do so. The LOCAL AUTHORITY and the DEPARTMENT shall clearly identify those items as confidential at the time they are transmitted or disclosed to the CONSULTANT and they may be listed in Attachment C of this contract if known at the time of contract execution. The CONSULTANT shall require adherence by its officers, agents, volunteers, employees and subcontractors to these confidentiality provisions.

The foregoing obligations shall not apply if the said confidential, security-sensitive or proprietary information:

- (a) Is found to be in the public domain at the time of receipt by the CONSULTANT;
- (b) Is published or otherwise becomes part of the public domain after receipt by and through no fault of the CONSULTANT;

- (c) Was in possession of the CONSULTANT at the time of receipt, which the CONSULTANT can demonstrate, as well as that it was not acquired directly or indirectly from the DEPARTMENT or an agency of the State of Utah; or

Was received by the CONSULTANT from a third party other than an agency of the State of Utah, which the CONSULTANT can demonstrate did not require the CONSULTANT to hold such information in confidence. *(Provision added June 22, 2016.)*

25. **ASSIGNMENT AND SUBCONTRACTING:** The CONSULTANT shall not subcontract any of the work required by this contract, or assign monies to be paid to the CONSULTANT hereunder, without the prior written approval of the LOCAL AUTHORITY or the DEPARTMENT. The amount billed to the LOCAL AUTHORITY and the DEPARTMENT for subconsultant costs shall be the same amount the CONSULTANT actually pays the subconsultant for services required by this contract. All payments made by the CONSULTANT to the subconsultant for services required by this contract shall be subject to audit by the LOCAL AUTHORITY or the DEPARTMENT. All subcontracts must include all the same terms and conditions and provisions included in this contract. However, the prime CONSULTANT is responsible for ensuring that all work performed by sub-consultants is insured under their insurance policy, or they require that the sub-consultants meet the insurance provisions required under this contract.

The CONSULTANT must perform work valued at not less than 60% of the total contract amount, excluding specialized services, with its own staff. Specialized services are those services or items that are not usually furnished by a consultant performing the particular type of service contained in this contract.

26. **PERSONNEL/STAFFING PLAN:** Any change in personnel from that specifically identified in Attachment C of this contract, must be approved by the DEPARTMENT through a modification to this contract or a Contract Management System (CMS) Alternative Staff Transaction prior to any work being performed by new personnel. Invoices submitted for payment with unauthorized personnel will not be paid. *(Provision revised July 29, 2013.)*
27. **DISPUTES:** Claims for services, materials, or damages not clearly authorized by the contract, or not ordered by the LOCAL AUTHORITY and the DEPARTMENT by prior written authorization, will not be paid. The CONSULTANT shall notify the LOCAL AUTHORITY and the DEPARTMENT in writing, and wait for written approval, before it begins work not previously authorized. If such notification and approval is not given or the claim is not properly documented, the CONSULTANT shall not be paid the extra compensation. Proper documentation alone shall not prove the validity of the claim. The parties agree to use arbitration or mediation after exhausting applicable administrative reviews to resolve disputes arising out of this contract where the sole relief sought is monetary damages \$100,000 or less, exclusive of interest and costs.
28. **CLAIMS - DELAYS AND EXTENSIONS:** The CONSULTANT agrees to proceed with the work previously authorized by the contract, or in writing, continually and diligently, and will make no charges or claims for extra compensation for delays or hindrances within its control during the progress of this contract. The LOCAL AUTHORITY and the DEPARTMENT may allow an extension of time for the contract, for a reasonable period as agreed by the parties, should a delay or hindrance occur. The LOCAL AUTHORITY or the DEPARTMENT shall not waive any of its rights under the contract by permitting the CONSULTANT to proceed with the contract after the established completion date. The CONSULTANT shall not be responsible for delays due to causes beyond CONSULTANT's reasonable control. *(Provision revised June 22, 2016.)*
29. **CONSULTANT'S ENDORSEMENT ON PLANS, ETC.:** The CONSULTANT (if a firm, the responsible principal) is required to endorse and affix its seal to plans, reports, and engineering data furnished to the LOCAL AUTHORITY and the DEPARTMENT under this contract.
30. **CONTRACT MODIFICATIONS:** This contract may be amended, modified, or supplemented, as it is mutually agreed to by the parties by written contract modification, executed by the parties hereto and attached to the original signed contract.

Claims for services furnished by CONSULTANT, not specifically authorized by this contract or by appropriate modification, shall not be paid by the LOCAL AUTHORITY or the DEPARTMENT. When a

contract modification has been agreed to by the parties no claim for the extra work done or material furnished shall be made by the CONSULTANT until the written modification has been fully executed. Any verbal agreements not confirmed in writing are non-binding. *(Provision revised June 22, 2016.)*

**31. TERMINATION:** This contract may be terminated as follows:

- (a) Mutual agreement of the parties; in writing and signed by the parties.
- (b) By any party for failure of the another party to fulfill its obligations, as set forth with the provisions of this contract and in particular with Attachment C, "Services Provided by the CONSULTANT" or Section 50, "Duties of the LOCAL AUTHORITY and the DEPARTMENT". Reasonable allowances will be made for circumstances beyond the control of the CONSULTANT and the LOCAL AUTHORITY or the DEPARTMENT. Written notice of intent to terminate is required and shall specify the reasons supporting termination.
- (c) By the DEPARTMENT for the convenience of the State upon written notice to the CONSULTANT.
- (d) If the LOCAL AUTHORITY or the DEPARTMENT determines that the performance of the CONSULTANT is not satisfactory, the DEPARTMENT may notify the CONSULTANT of the deficiency with the requirement that the deficiency be corrected within a specified time; but not less than 10 days. Otherwise the Agreement will be terminated at the end of such time or thirty (30) days whichever is sooner.
- (e) If the LOCAL AUTHORITY or the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the CONSULTANT, the DEPARTMENT will notify the CONSULTANT of such termination, with instructions as to the effective date of work stoppage or specify the stage of work at which the Agreement is to be terminated.
- (f) If the Agreement is terminated before performance is completed, the CONSULTANT will be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by the Agreement.
- (g) The LOCAL AUTHORITY and the DEPARTMENT reserve the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee or agent of the CONSULTANT is convicted for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of the LOCAL AUTHORITY or the DEPARTMENT, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans specifications, computer files, maps, and data prepared or obtained under this Agreement will immediately be turned over to the LOCAL AUTHORITY and the DEPARTMENT. The LOCAL AUTHORITY and the DEPARTMENT reserve the right to terminate or cancel this Agreement in the event the CONSULTANT will be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The LOCAL AUTHORITY and the DEPARTMENT further reserve the right to suspend the qualifications of the CONSULTANT to do business with the LOCAL AUTHORITY or the DEPARTMENT upon any such conviction.
- (h) Upon satisfactory completion of required contract services.
- (i) On termination of this contract all accounts and payments will be processed in accordance with contract terms. An appraisal of the value of work performed to the date of termination shall be made to establish the amount due to or from the CONSULTANT. If the contract fee type is Cost-Plus-Fixed-Fee-With-Fixed-Total-Additive-Rate and the contract is terminated for reasons other than paragraph 31(h), the final fixed fee amount will be paid in proportion to the percentage of work completed as reflected by the periodic invoices as of the date of termination of the contract. Upon determining the final amount due the CONSULTANT, or to be reimbursed by the CONSULTANT, in the manner stated above, the final payment will be processed in order to close out the contract. *(Provision revised June 22, 2016.)*

**32. REMEDIES:** Any of the following events will constitute cause for the State Entity to declare CONSULTANT in default of this Contract: (i) CONSULTANT'S non-performance of its contractual

requirements and obligations under this Contract; or (ii) CONSULTANT'S material breach of any term or condition of this Contract. The DEPARTMENT may issue a written notice of default providing a ten (10) day period in which CONSULTANT will have an opportunity to cure. Time allowed for cure will not diminish or eliminate CONSULTANT'S liability for damages. If the default remains after CONSULTANT has been provided the opportunity to cure, the DEPARTMENT may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend CONSULTANT from receiving future contracts from the DEPARTMENT or the State of Utah; or (v) demand a full refund of any payment that the DEPARTMENT has made to CONSULTANT under this Contract for Services that do not conform to this Contract. *(Provision added June 22, 2016.)*

- 33. DESIGN/CONSTRUCTION:** The CONSULTANT will utilize all current DEPARTMENT standards and be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT under this contract. The CONSULTANT will, without additional compensation, correct or revise any errors or omissions in its design, drawings, specifications and other services. This contract may remain open for modifications for any unforeseen work that may be deemed necessary by the LOCAL AUTHORITY or the DEPARTMENT going into the construction phase to accommodate future work by the prime CONSULTANT or sub-consultant. CONSULTANT will perform the services in accordance with the customary standard of professional care and skill ordinarily exercised by members of CONSULTANT'S profession under similar conditions in similar localities and no other warranties, express or implied, are made or intended by CONSULTANT. *(Provision revised June 22, 2016.)*
- 34. POLLUTION CONTROL:** The CONSULTANT agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671g) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). The DEPARTMENT shall report violations to the applicable Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). *(Provision added June 22, 2016.)*
- 35. ELECTRONIC DESIGN SUBMISSION:** All consultants will be expected to adhere to the current DEPARTMENT development standards on the web site. It is the CONSULTANTS responsibility to provide all plans, specifications, surveys, and associated data in the DEPARTMENT acceptable electronic formats into the DEPARTMENT'S content management system with the correct attributes assigned. All project data will be organized in the DEPARTMENT'S project directory structure as specified in the DEPARTMENT'S current CADD Standards. It is the CONSULTANT'S responsibility to be aware of all DEPARTMENT requirements and formats. The DEPARTMENT CADD standards are available at the CADD Support sub-page of the DEPARTMENT website [www.udot.utah.gov/go/cadd](http://www.udot.utah.gov/go/cadd)

Computer Aided Drafting and Design acceptable formats are as follows:

- (a) Drafting: MicroStation Design format (.dgn) by Bentley Systems Inc., version 8.9 or higher (v8 file format).
- (b) Civil Design: InRoads by Bentley Systems Inc. version 8.9 or higher acceptable formats are as follows: Geometry files (.alg), Surface or digital terrain models (.dtm), Template libraries (.itl), Roadway Designer files (.ird), and Open Roads technology files (.dgn).
- (c) Survey and Photogrammetry: InRoads Survey format (.fwd) or Open Roads technology file format (.dgn) by Bentley Systems Inc. version 8.8 or higher. Raw survey files will be in ASCII format, (point number, Northing, Easting, Elevation and code). Survey points will be coded using the DEPARTMENT feature codes located in the DEPARTMENT preference file (.xin) and Raster Images (aerial photos) will be in MicroStation compatible formats. Design and Survey work will adhere to the DEPARTMENT CADD Standards and "Mapping & Aerial Photogrammetry" Guide.
- (d) Plotting: In order for the project to be republished by the DEPARTMENT, the CONSULTANT will prepare a file to direct the DEPARTMENT'S plotting software, InterPlot, by Bentley Systems Inc. to produce the correct output. This is the InterPlot Organizer's plot-set file (filename.ips). This file contains specifications for each sheet in the plan set and controls the order and name of each sheet as they will appear in the PDF plan set. Instructions for preparing this file can be found at the DEPARTMENT CADD Support website as stated above.

- (e) Responsibility: Region Designers/Consultants, Action - When submitting electronic files for advertising, Region or consultant designers must deliver to the DEPARTMENT the design files in the DEPARTMENT's content management system in the established project directory structure. The following files must be included in the submittal: 1) Major design files, including roadway design, structure, striping, signing, signals, and profiles (Microstation format), 2) Existing topography and existing utilities (Microstation format), 3) Existing and proposed surfaces (dtm or dgn format), 4) InRoads alignments (alg or dgn format), templates (itl), roadway designer files (ird or dgn format) and preference files (xin), 5) Configuration and resource files including font and linestyle resource files.
- (f) Placement: Action – Project data must be delivered to the DEPARTMENT in the DEPARTMENT's content management system in the established project directory structure. All documents must be attributed correctly in the system.

The CONSULTANT will be responsible for the accuracy of the translated data.

Technical and Standards support will be provided to the CONSULTANT through the Design and Standards Group of the Project Development Division at the DEPARTMENT. (*Provision revised June 22, 2016.*)

**36. REQUIREMENTS FOR COMPUTER ELEMENTS:**

Hardware, firmware and/or software elements that the CONSULTANT procures, furnishes, licenses, sells, integrates, creates and/or enhances for the LOCAL AUTHORITY and the DEPARTMENT under this contract shall achieve the specific objectives specified in the work plan. These elements shall be free of defects, or "bugs," that would prevent them from achieving the objectives specified in the work plan.

Computer software and applications created and/or enhanced under this contract shall include as deliverables; user instructions, program documentation, program listings, source code and executables in specified compiled formatted files. The program documentation shall include flow charts and detailed treatment of decision algorithms and their technical basis. Appropriate LOCAL AUTHORITY individuals will review "user instructions" and "program documentation" for acceptability. Formal sign-offs will record such events and be part of the project repository. Software development and operating system platforms shall be approved by the LOCAL AUTHORITY and the DEPARTMENT and specified in the work plan. Changes to these platforms shall only be allowed by written authorization by the LOCAL AUTHORITY and the DEPARTMENT.

- 37. COST PRINCIPLES:** Regardless of the funding source, the costs allowable for reimbursement will be governed by the 2 CFR Part 200 Subpart E, as modified by Utah State law, administrative rules, and regulations on contract provisions.

- 38. RIGHT OF WAY SUBMITTAL REQUIREMENTS:** Submission of right of way acquisition packages are required to follow the *UDOT Right of Way ProjectWise Naming Convention and Attributing Guide*, as amended, which is incorporated herein by this reference. The Guide may be found on the DEPARTMENT website [www.udot.utah.gov/go/rowprojectwiseguide](http://www.udot.utah.gov/go/rowprojectwiseguide). (*Provision revised September 30, 2013.*)

- 39. GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT:** Pursuant to the Government Records Access and Management Act, Utah Code §§ 63G-2-101 through 63G-2-901, the CONSULTANT understands that if it believes that any records it submits to the DEPARTMENT or the LOCAL AUTHORITY should be considered confidential for business purposes under Utah Code § 63G-2-309, it must attach written notice of that opinion that satisfies the requirements of §§ 63G-2-305 and 309 to the record when it first submits it. The CONSULTANT understands that the DEPARTMENT and the LOCAL AUTHORITY will not treat any such record as confidential absent such written notification. Additionally, the CONSULTANT agrees that neither the State of Utah, the DEPARTMENT, LOCAL AUTHORITY, nor any of their agents or employees are responsible for disclosure of any record that the CONSULTANT considers confidential if either the State Records Committee or a court orders it released.

**40. WORK ACCEPTANCE:**

- (a) All work performed under this contract shall be performed in accordance with Standards, Specifications, Manuals of Instruction, Policies and Procedures established by the DEPARTMENT. All work shall be subject to the approval of the LOCAL AUTHORITY and the DEPARTMENT through its designated representatives. When the work is federally funded, the LOCAL AUTHORITY and the DEPARTMENT will coordinate with the Federal Highway Administration (FHWA) to obtain concurrence in the work.
- (b) Reviews and Quality Assurance: All contracts require a quality control / quality assurance plan and checklist. For design projects specifically, the CONSULTANT shall provide a project specific QC/QA plan that meets or exceeds the DEPARTMENT'S standard QC/QA plan located on the DEPARTMENT web page at [www.udot.utah.gov/go/qcqa](http://www.udot.utah.gov/go/qcqa) which is hereby incorporated by reference into this contract. If the CONSULTANT elects to use its own QC/QA plan, that plan shall, as a minimum, contain the requirements of the DEPARTMENT'S plan and be approved by the DEPARTMENT'S Project Manager. The CONSULTANT will meet all document retention requirements and schedules. *(Provision revised February 12, 2014.)*

**41. GENERAL CONTROL AND INSPECTIONS:** The CONSULTANT shall be represented at progress review meetings as may be scheduled by the LOCAL AUTHORITY or the DEPARTMENT. The CONSULTANT shall accompany LOCAL AUTHORITY or the DEPARTMENT personnel and other representatives on field inspections and at conferences as may be required.

**42. IF THIS CONTRACT IS FOR DESIGN:**

- (a) The design consultant will be retained to answer and clarify any questions on the design during construction. The consultants will be required to include this task in their cost proposal. The Construction Project Engineer will call on the CONSULTANT as he needs him. If the work required from the CONSULTANT is due to errors in the design, the CONSULTANT will not be reimbursed. To enhance the communication between the LOCAL AUTHORITY, the DEPARTMENT and Consultants, the LOCAL AUTHORITY and the DEPARTMENT are requiring that the CONSULTANT attend the following meetings: kickoff meeting, preconstruction meeting, and the final inspection meeting. These meetings should be included in the detail work plan.
- (b) If the project requires horizontal and vertical control to be established and/or identifying existing surface features to develop a Digital Terrain Model (DTM) for the design of the project, the CONSULTANT will follow the narrative in the *Project Delivery Network* for Task 1B1 Develop Base Mapping/Existing Surface on the DEPARTMENT's website [www.udot.utah.gov/go/pdnpdn](http://www.udot.utah.gov/go/pdnpdn), which is incorporated herein by this reference. *(Provision revised September 30, 2013.)*

**43. IF THIS CONTRACT IS FOR CONSTRUCTION ENGINEERING MANAGEMENT:**

- (a) Construction Administration – Administration of any construction project delegated to the CONSULTANT. The CONSULTANT will perform activities for Construction Administration as identified and defined in the DEPARTMENT's *Construction Manual of Instruction*. Deliverables and checklists for the project are based on project specifications. The CONSULTANT is required to comply with DEPARTMENT partnering requirements and oversee contractor participation. This includes but is not limited to attending DEPARTMENT training, leading the partnering effort on the project along with the contractor, participating in weekly updates on the partnering website, and monitoring and measuring partnering on the project. The CONSULTANT is responsible for required documentation for any item addressed in the project specifications and Construction contract. Items will include, but not be limited to, Materials Testing, Materials Certifications, Change Orders, Project and Materials Inspection, Civil Rights requirements, Engineer's Diary, Subcontracts, Payrolls, Meeting Minutes, Project Scheduling and Process Review summaries.
- (b) Materials Testing and Inspection – The CONSULTANT will perform materials testing and inspection in accordance with the requirements of the project Construction contract. These requirements include the Materials Acceptance and Independent Assurance Programs, as outlined in the DEPARTMENT's *Materials Manual of Instruction (MOI)*. The Materials Acceptance Program defines requirements for acceptance testing and verification testing. The

Independent Assurance Program defines requirements for independent assurance testing, personnel qualifications and laboratory qualifications.

- (c) Acceptance Testing/Inspection – Acceptance testing/inspection will be performed in accordance with the project specifications and DEPARTMENT's *Minimum Sampling and Testing Requirements (MS&T)*. Minimum frequencies for materials acceptance testing and inspection are defined in the DEPARTMENT's MS&T and are the absolute minimum for the identified materials, regardless of special provision requirements.
- (d) Independent Assurance Testing – Requirements for Independent Assurance testing are outlined in the UDOT Materials MOI and project level requirements will be performed and documented by the CONSULTANT at the project level. Documentation will be provided for IA test results, personnel qualifications and laboratory qualifications. Documentation for personnel and laboratory qualification will be performed prior to any sampling or testing being performed on the project.
- (e) Project Inspection – Project Inspection is a combination of the presence of the CONSULTANT, and the documentation of the project's daily activities. The CONSULTANT will perform inspection in accordance with project specifications and documentation will include, at a minimum, Inspector's Daily Reports, materials placement inspection reports, project diaries, measurement and payment information, and project visual reviews for items such as traffic control placement and conformance, etc.
- (f) Project Closeout – Project information obtained through contract administration, materials testing and project inspection will be collated and reviewed by the CONSULTANT to assure that all of the necessary documents are present to demonstrate compliance with the plans, specifications and Construction contract. Closeout will be performed in accordance with the comprehensive checklist in the DEPARTMENT's Construction MOI and will include at a minimum, all C-106 forms, the project C-196 form, all change orders and all administrative requirements, such as payrolls and Civil Rights requirements.
- (g) The DEPARTMENT's Construction Manual of Instruction and Materials Manual of Instruction can be obtained from Central Construction and Materials Division 801-965-4346 or available at the sub-page of the DEPARTMENT website [www.udot.utah.gov/go/manuals](http://www.udot.utah.gov/go/manuals).

#### 44. **INSPECTION OF INTELLIGENT TRANSPORTATION SYSTEMS (ITS) AND ELECTRICAL CONSTRUCTION:**

In order to ensure complete impartiality in the performance of construction inspection, any consultant engineering companies who are concurrently performing or bidding on ITS or electrical construction work for the LOCAL AUTHORITY or the DEPARTMENT will not be considered eligible to perform construction inspection of ITS or electrical work on any projects as part of a consultant contract.

Consultants who are selected to do ITS or electrical construction inspection as part of a consultant contract will be requested to affirm that they currently are not performing or bidding on any electrical or ITS construction work for LOCAL AUTHORITY or the DEPARTMENT and will not for the duration of the relevant consulting contract.

For the purposes of this provision, ITS or electrical construction is defined as follows:

Work involving the installation or repair of underground electrical conduit, electrical cables, fiber-optic cable, or any other construction work involving 120-volt (or greater) current for which a state electrician's license is required. Field work taking place inside an electrical cabinet, or involving low voltage detection or data circuits, will *not* be considered ITS or electrical construction. Diagnosis, testing, calibration, aiming, resplicing, or repair of low voltage detection circuits, fiber-optic cable, or detection equipment will *not* be considered ITS or electrical construction.

Consultant engineering companies who also perform ITS or electrical construction work under contract to LOCAL AUTHORITY or the DEPARTMENT *will* be eligible to perform the following types of consulting

work, provided that the work is on completely different projects, with no possibility for conflict of interest: design work, ITS system integration, software development.

45. **NO THIRD PARTY BENEFICIARIES:** The parties enter in to this contract for the sole benefit of the parties, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of this contract.
46. **COORDINATION WITH DEPARTMENT FUNCTIONAL MANAGERS:** In order to ensure programmatic consistency, if the project requires, the CONSULTANT will coordinate decisions with the Region and/or Central Functional Managers in addition to the DEPARTMENT's Project Manager. It is important for consultants to seek input into decisions from the technical experts within the DEPARTMENT.
47. **COORDINATION WITH UTAH DEPARTMENT OF TECHNOLOGY SERVICES (DTS):** The CONSULTANT will comply with the Utah Technology Governance Act, Utah Code §§ 63F-1-101 through 63F-2-103.

After execution of the contract, and prior to commencing any information technology (IT) related activities as defined in Utah Code § 63F-1-102, the CONSULTANT will:

- (a) Coordinate with and receive written approval from the DEPARTMENT and the DTS IT Director assigned to the DEPARTMENT, or
- (b) Have previously obtained written approval from the DTS IT Director assigned to the DEPARTMENT for the IT related activities which must be detailed in the Scope of Work and included in the terms of this base contract.

In addition, the DEPARTMENT will not consider modifying this contract to include or alter IT elements without coordination and written approval from the DTS IT Director assigned to the DEPARTMENT.

48. **USE OF STATE SEAL AND DEPARTMENT LOGO:** The CONSULTANT will not misrepresent their employees as State of Utah employees. The CONSULTANT will not use the Utah State Seal or DEPARTMENT logo on business cards for their employees nor use Utah or DEPARTMENT letterhead on correspondence signed by their employees with the following exception: the CONSULTANT may incorporate the DEPARTMENT logo on their business cards stating, "In partnership with UDOT" in addition to the CONSULTANT'S own logo. The CONSULTANT may prepare correspondence for the approval and signature of appropriate State of Utah employees.
49. **ASSIGNMENT OF ANTITRUST CLAIMS:** The CONSULTANT and the DEPARTMENT recognize that in actual economic practice, overcharges by the CONSULTANT'S suppliers resulting from violations of state or federal antitrust laws are in fact borne by the LOCAL AUTHORITY. As part of the consideration for the award of the Contract, and intending to be legally bound, the CONSULTANT assigns to the LOCAL AUTHORITY and the DEPARTMENT and the state of Utah all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Contract. *(Provision added June 22, 2016.)*
50. **DUTIES OF THE LOCAL AUTHORITY AND THE DEPARTMENT:**
- (a) **Guarantee Access:** The LOCAL AUTHORITY or the DEPARTMENT shall guarantee access to and make all provisions for the CONSULTANT to enter upon all lands, both public and private which in the judgment of the parties hereto are necessary to carry out such work as may be required.
- (b) **Prompt Consideration:** The LOCAL AUTHORITY and the DEPARTMENT shall give prompt consideration to all reports, plans, proposals and other documents presented by the CONSULTANT.
- (c) **Documents:** The DEPARTMENT shall furnish Standards, Specifications, Manuals of Instruction, Policies and Procedures, and other available information, including any material previously prepared for this work. Specific materials related to this contract that will be furnished by the LOCAL AUTHORITY and the DEPARTMENT.

- (d) Services: The LOCAL AUTHORITY and the DEPARTMENT will perform standard services relating to this contract.

**SERVICES PROVIDED BY THE CONSULTANT****1. SCOPE SUMMARY:**

Provide preliminary engineering service following the current UDOT design network and standard. Service include design a new signalized intersection at 9000 South and 4000 West. It will include adding dual left turns, new sidewalk, ADA ramps and drainage at the intersection. Survey and base map for both roadway and right of way design. Service provided also include public involvement and information services.

**2. SCOPE DOCUMENTS:**

Following are the scope items contained in this attachment:

- (a) Approval Memo
  - (b) Executive Summary
  - (c) Detailed Work Plan
  - (d) Personnel/Staffing Plan
  - (e) Schedule
- (1) Completion: All work shall begin within seven (7) days of notice to proceed and shall be completed by **November 29, 2017**.
  - (2) Project/Contract Period: The project/contract will terminate **November 29, 2017**, unless otherwise extended or canceled in accordance with the terms and conditions of this contract. If additional time is required beyond the project completion date, the CONSULTANT shall submit a "Contract Time Extension Modification" to the LOCAL AUTHORITY and the DEPARTMENT'S Project Manager for approval and processing.



# UDOT Consultant Services

## Contract Approval Memo

Memo Printed on: August 24, 2016 4:59 PM



**PM Approval Date:** August 24, 2016

**UDOT PM:** Peter S. Tang

The Project Manager has reviewed and approved the contract/modification documents: Executive Summary, Work Plan, QC/QA Plan and Checklist, Staffing Plan, Work Schedule, and Cost Proposal.

### PROJECT INFORMATION

**PIN:** 11095  
**Project No.:** F-LC35(218)  
**Job/Proj:**  
**PIN Description:** 9000 South & 4000 West

### CONTRACT INFORMATION

**CS Admin:** Michael R. Butler  
**Contract No.:** New Preliminary Engineering  
**Mod No.:**  
**Expiration Date:** November 29, 2017  
**Contract/Mod Amount:** \$108,726.97  
**Fee Type:** COST PLUS FIXED FEE  
**Selection Method:** POOL - GE / LG (DIRECT SELECT)  
**Period:** 2016-2019 GE / LG  
**Phase:** PRELIMINARY ENGINEERING  
**Disciplines:** PRECONSTRUCTION ENGINEERING

### CONTACTS

Consultant	Local Government
PROJECT ENGINEERING CONSULTANTS, LTD	West Jordan City
Leo Florence	David Murphy
986 WEST 9000 SOUTH WEST JORDAN, UT 84088	8000 S REDWOOD RD WEST JORDAN, UT 84088 ,
	(801) 569-5074
	DAVIDM@WJORDAN.COM



Michael Butler <michaelbutler@utah.gov>

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## LG Approval Memo ~ Project No. F-LC35(218) / PIN 11095

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David Murphy <davidm@wjordan.com>

Thu, Aug 25, 2016 at 4:08 PM

To: Michael Butler <michaelbutler@utah.gov>

Cc: Greg Davenport <gregd@wjordan.com>, "Maureen M. Casper" <maureenc@wjordan.com>

Michael,

I am okay with you proceeding on the document preparation and I understand the limits of the agreement.

Thanks,



**From:** Michael Butler [mailto:michaelbutler@utah.gov]

**Sent:** Wednesday, August 24, 2016 5:04 PM

**To:** David Murphy

**Cc:** Greg Davenport; Peter Tang; Florence, Leo

**Subject:** LG Approval Memo ~ Project No. F-LC35(218) / PIN 11095

RE: Project No. F-LC35(218) / PIN 11095

9000 South & 4000 West

David,

I have received the necessary documents to put the above contract together from PEC. However, before the contract can be compiled, please review the attached document and reply to this email stating that West Jordan is aware/okay

with the contract being put together. Once that approval is received I will have the contract sent out for signatures and final review before it is executed.

Please also acknowledge that West Jordan is aware of UDOT's contract limits for pool contracts. The limit for the total contract amount is \$150,000.00 for the life of the contract, including any and all future modifications.

A simple email back that you are okay with the contract AND you understand the limits is sufficient. Please respond to both requirements in the responding email back.

You may also just sign the attached document and return since it has all the needed information.

Thanks,

Mike Butler

Contract Administrator

(Consultant)

UDOT Consultant Services

4501 South 2700 West

PO Box 148490

Salt Lake City, UT 84114-8490

[michaelbutler@utah.gov](mailto:michaelbutler@utah.gov)

801-965-4419 phone

801-815-4367 cell

801-965-4796 fax

Please note: To better serve the public, our hours of operation are now 8 a.m. to 5 p.m. Monday to Friday

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 David M Murphy P E .vcf  
7K

**PROJECT ENGINEERING CONSULTANTS, LTD**

*Prime*

**UDOT CMS Contract Executive Summary**

Contract Number:	NEW	Mod:			
Project Number:	F-LC35(218)	PIN:	11095	UDOT Primary Contact:	Peter S. Tang
PIN Description:	9000 South & 4000 West				

**Brief Description**

Project Engineering Consultants, Ltd. (PEC) has been contacted by the City of West Jordan (City) and the Utah Department of Transportation (UDOT) to perform preconstruction engineering services for roadway and intersection improvements at 9000 South and 4000 West. The General Requirements that will be satisfied are as follows (see the Work Plan for additional detail concerning the scope of work):

1. The plan drawings shall be computer generated using MicroStation and meet City of West Jordan and UDOT Plan Sheet Development Standards. PEC will deliver the final design drawings to the City via CD/Flash Drive and to UDOT via ProjectWise.
2. PEC will prepare ROW instruments for the use of the City and its agents to acquire ROW.
3. PEC will meet with the City and UDOT personnel at key points throughout the course of the project to review design criteria and coordinate project decisions based on the scope of the project.
4. The PEC Project Manager (Leo Florence) will coordinate regularly with City Project Manager (Greg Davenport) and UDOT Project Manager (Peter Tang) to discuss project progress and will provide biweekly schedule updates via the UDOT PMO website.

### **Project Team**

PEC will complete all services. No subconsultants are anticipated with this contract.

### **Assumptions**

The detailed work plan is based upon information known at the time this contract was prepared. Primary assumptions include:

1. The environmental document is complete and will not need revision.
2. Utility relocations will be minimal and executed using applicable City franchise agreements. No subsurface utility engineering is anticipated.
3. Minimal Public Involvement (PI) effort will be necessary during design.
4. Right of Way acquisition will be completed by others.

### **Phasing**

No phasing is anticipated with this contract.

### **Fee Type**

The fee type requested for this contract is cost plus fixed fee.

**PROJECT ENGINEERING CONSULTANTS, LTD**

*Prime*

**UDOT CMS Contract Work Plan**

Contract Number:	NEW	Mod:			
Project Number:	F-LC35(218)	PIN:	11095	UDOT Primary Contact:	Peter S. Tang
PIN Description:	9000 South & 4000 West				

**Activity: 1V1**

**1V1 Kickoff Meeting**

PEC will host the initial project team meeting. The purpose of this meeting is to introduce team members, familiarize the team with the project, review the preferred alternative identified in the environmental document, review the proposed schedule, proposed budget, and commit to the project's success.

Deliverables

- Kickoff Meeting Agenda
- Kickoff Meeting Minutes

**Activity: 1B1**

**1B1 Develop Base Mapping/Existing Surface**

PEC will create a digital terrain model of the existing conditions, set control and tie survey monumentation, and map surface and readily available utilities within the project area.

Deliverables

- Survey Control Sheet (includes .dgn and .pdf files)
- Base Mapping (includes .dgn file)
- Base Mapping File Certification

**Activity: 1J1**

**1J1 Identify Existing Right-of-Way**

Identify existing right-of-way along the project and adjacent ownerships.

Deliverables

- Existing ROW Map

**Activity: 1Y1**

**1Y1 Develop Project Design Criteria (PDC)**

Document significant design elements of the project using the standard UDOT Project Design Criteria form and gather the required signatures for approval.

Deliverables

- Approved PDC Form

**Activity: 1Z4**

**1Z4 Hold Right-of-Way Strategy Meeting**

PEC will present the anticipated ROW acquisitions (both full & partial takes) identified in the environmental document and hold this meeting to develop a strategy to optimize the ROW acquisition schedule and minimize project costs. Identify design changes that could minimize ROW impacts. Identify critical parcels that could affect the timely delivery of the project. Develop a strategy to mitigate the critical parcels and to acquire ROW.

Deliverables

- ROW Acquisition Strategy

**Activity: 2R1**

**2R1 Model Initial Roadway Design**

It is anticipated that PEC will not perform any pavement design as part of this project and will use a pavement section consistent with the existing 9000 South and 4000 West roadways as identified by the City and UDOT. PEC will model 4000 West as a "widened section" protecting in place much of the existing pavement and matching the existing pavement cross slopes (it's not anticipated that this project will include a complete reconstruction of 4000 West). Similarly, improvements to 9000 will be modeled as a "mill and fill section" where adjacent projects do not already make improvements. PEC will review existing drainage conditions and make recommendations based on the proposed roadway design.

Deliverables

- Recommended Alignments Drawing

**Activity: 2U1**

**2U1 Utility & Railroad Identification**

Identify utility companies and complete a depiction of existing utility facilities within the project limits.

Deliverables

- Utility Companies Contact List
- Map of Existing Utilities

**Activity: 2Y1**

**2Y1 Prepare/Compile Geometry Review Package**

Compile project cost estimate and discipline deliverables into one Geometry Review Package and distribute electronically as a scroll plot.

Deliverables

- Project Cost Estimate
- Geometry Review Package
- QC Documentation

**Activity: 2V1**

2V1 Geometry Review Meeting

This meeting is to review the recommended roadway alignments consistency, accuracy, and constructability within the project scope and discuss available funding.

Deliverables

- Geometry Review Meeting Agenda
- Geometry Review Meeting Notes
- Geometry Review Comment Resolution Form

**Activity: 3Q1**

**3Q1 Complete Drainage Design**

PEC will complete design of the roadway drainage system. It's anticipate that all project related drainage will connect to existing drainage systems and this project will not include any capacity analysis for drainage systems beyond the limits of this project or the design of any detention sites.

Deliverables

- Preliminary Drainage Plan and Profile Sheets

**Activity: 3R1**

**3R1 Complete Roadway Design**

PEC will modify the design based on review comments, continued coordination with project team members, and as necessary to include other discipline needs (e.g. drainage facilities, utilities, signal, signs, and ATMS). PEC will then finalize the roadway model and design and create preliminary roadway plan sheets. PEC will also coordinate with the Region Preconstruction Engineer to finalize a Design Exception, Waiver, &/or Deviation (if required).

Deliverables

- Preliminary Roadway Plan and Profile Sheets
- Preliminary Typical Section Plan Sheets
- Design Exceptions, Design Waivers, and Deviation from Standards Forms (if necessary)

**Activity: 3R2**

**3R2 Complete Signing and Striping Design**

Using the roadway model as a guide, PEC will develop the signing and striping design for the project. Develop Maintenance-of-Traffic (MOT) design. Develop preliminary signing, striping, and MOT plan sheets.

Deliverables

- Preliminary Signing and Striping Plan Sheets
- Preliminary MOT Plan Sheets

**Activity: 3R3**

**3R3 Complete Signal and Lighting Layout Designs**

PEC will complete the signal layout design according to City standards and the "UDOT Design of Signalized Intersections Manual" and create preliminary signal plan sheets. PEC will develop the lighting design according to the AASHTO "Roadway Lighting Design Guide." PEC will also coordinate with the UDOT ITS group to design the relocation of any impacted UDOT fiber and coordinate the signal connection to UDOT fiber and the Rail Crossing to the north.

Deliverables

- Preliminary Signal Plan Sheets
- Preliminary Lighting Plan Sheets

**Activity: 3U1**

**3U1 Identify Potential Utility Conflicts**

PEC will notify utility companies of the pending construction by providing plans and/or a letter describing the project including the schedule. PEC will then gather utility plans from utility companies within the project limits and identify potential utility conflicts through coordination with utility owners and designers. Similar to the Property Owner Spreadsheet, PEC will create a Utility Conflict Matrix Spreadsheet as a "Google Doc" to identify utility conflicts and assist the City in tracking the progress of executing necessary relocation agreements.

Deliverables

- Preliminary Utility Conflict Matrix/Summary

**Activity: 3Y1**

**3Y1 Prepare/Compile Plan-in-Hand Review Package**

Compile Geometry Review comment resolution form, project cost estimate, and all discipline deliverables into one Plan-in-Hand review package.

**Deliverables**

- Geometry Review Comment Resolution Form
- Plan-in-Hand Review Package
- Project Cost Estimate
- QC Documentation

**Activity: 3V1**

**3V1 Plan-in-Hand Review Meeting**

The Plan-in-Hand review is the review of all major roadway, hydraulic, drainage, ITS, utility, and ROW designs. The meeting will also include reviewing available funding, along with design consistency, accuracy, and constructability within the project scope.

**Deliverables**

- Plan-in-Hand Meeting Agenda
- Plan-in-Hand Meeting Notes
- Plan-in-Hand Review Comment Resolution Form

**Activity: 4A1**

**4A1 Complete Erosion & Sediment Control Plans and Documents**

Develop the project erosion and sediment control design, plans, and summaries. Prepare and assemble erosion and sediment control project documents including plans, special provisions, and Engineer's Estimate in PDBS.

**Deliverables**

- Erosion and Sediment Control Plans
- Erosion and Sediment Control Project Documents

**Activity: 4Q1**

**4Q1 Complete Drainage Plan Sheets and Documents**

Develop the project erosion and sediment control design, plans, and summaries. Prepare and assemble erosion and sediment control project documents including plans, special provisions, and Engineer's Estimate in PDBS.

**Deliverables**

- Erosion and Sediment Control Plans
- Erosion and Sediment Control Project Documents

**Activity: 4R1**

**4R1 Complete Roadway Plans and Documents**

Following City standards and UDOT Plan Sheet Development Standards, PEC will complete the roadway sheets and create roadway plan summaries, and details. Prepare and assemble roadway project documents.

Deliverables

- Final Roadway Plan Sheets
- Roadway Project Documents

**Activity: 4R2**

**4R2 Complete Signing and Striping Plans and Documents**

Following City standards and UDOT CADD and Plan Sheet Standards, PEC will finalize the signing and striping plan set and create summary sheets. Finalize the maintenance-of-traffic (MOT) design and plans. Prepare and assemble the signing, striping, and MOT project documents, including measurement and payment, special provisions, A&D, and final cost estimate.

Deliverables

- Final Signing and Striping Plan Sheets
- Final MOT Plan Sheets
- Signing, Striping, and MOT Project Documents

**Activity: 4R3**

**4R3 Complete Signal and Lighting Plans and Documents**

Following City and UDOT CADD Standards and UDOT Plan Sheet Development Standards and using UDOT Signal and Lighting Design templates, PEC will complete the signal and lighting plan sheets.

Deliverables

- Final Signal Plan Sheets
- Final Lighting Plan Sheets
- Signal and Lighting Project Documents

**Activity: 4U1**

**4U1 Final Design Utility Coordination**

PEC will gather relocation costs and designs from utility owners. It is anticipated that utilities will be relocated as necessary using existing City franchise agreements.

Deliverables

- Erosion and Sediment Control Plans
- Erosion and Sediment Control Project Documents

**Activity: 4U2**

4U2 Prepare and Obtain Utility and Railroad Agreements and Permits

PEC will assist the City in gathering Individual Utility Agreements, Cooperative Agreements, Construction and Maintenance Agreement, and Permits required for project advertisement and construction.

Deliverables

- Executed Individual Utility Agreements

**Activity: 4Y1**

**4Y1 Prepare/Compile PS&E Review Package**

Compile Plan-in-Hand comment resolution form, project cost estimate, and discipline deliverables into one PS&E review package.

Deliverables

- Plan-in-Hand Review Comment Resolution Form
- PS&E Review Package
- Project Cost Estimate
- Project Specifications
- QC Documentation

**Activity: 4V1**

4V1 Plans, Specifications, & Estimate (PS&E) Review Meeting

The purpose of this activity is to verify that the elements provided in the plan sheets and advertising documents are consistent with the project scope and available funding requirements. The meeting should include reviews to determine consistency, accuracy, and constructability.

Deliverables

- PS&E Meeting Agenda
- PS&E Meeting Notes
- PS&E Review Comment Resolution Form

**Activity: 5L1**

5L1 Deliver Right-of-Way Certification

PEC will assist the City in preparing the clearance letters and coordinating with UDOT personnel to gather the respective certifications for advertisement.

Deliverables

- Right-Of-Way Certification
- Traffic and Safety Certification

- Utility Certification

**Activity: 5T1**

**5T1 Deliver Traffic and Safety Certification**

PEC will assist the City in preparing the clearance letters and coordinating with UDOT personnel to gather the respective certifications for advertisement.

Deliverables

- Right-Of-Way Certification
- Traffic and Safety Certification
- Utility Certification

**Activity: 5U1**

**5U1 Deliver Utility Certification**

PEC will assist the City in preparing the clearance letters and coordinating with UDOT personnel to gather the respective certifications for advertisement.

Deliverables

- Right-Of-Way Certification
- Traffic and Safety Certification
- Utility Certification

**Activity: 5V1**

**5V1 Comment Resolution Review Meeting**

This meeting is to review the final comment resolution form. All comment resolutions are to be accepted by the respective reviewer at the completion of this activity. There are no plan reviews other than spot checks of proper comment incorporation.

Deliverables

- Final Comment Resolution Form
- Revised Plan Sheets and Documents (as needed)

**Activity: 5Y1**

**5Y1 Incorporate PS&E Review Comments**

PEC will capture comments made during the PS&E Review Meeting (4V1) and incorporate the comments into the advertising documents.

Deliverables

- Final Comment Resolution Form

- Final Project Cost Estimate
- Final Plan Set & Project Documents

**Activity: 5Z2**

5Z2 Prepare, Submit, and Process for Advertisement

PEC will finalize the advertising documents and upload project documents to ProjectWise and submit to the Region Project Management Technician for review.

Deliverables

- Complete Advertising Package
- Advertising Documents loaded into ProjectWise

**Activity: 4J1**

**4J1 Identify Right-of-Way Needs**

Coordinate with the project team to identify necessary ROW. Throughout the ROW document preparation process, PEC will maintain a Property Owner Spreadsheet as a "Google Doc" to track ROW document progress and provide the City with real-time updates of when ROW instruments will be ready for each individual parcel so acquisitions can begin promptly.

Deliverables

- Property Owner Spreadsheet w/ Dates for Delivery
- ROW Estimate

**Activity: 4J2**

4J2 Develop Right-of-Way Plans and Documents

PEC will develop ROW plans and documents for each of the impacted parcels. It is anticipated that this will include no more than 4 parcels. PEC will deliver the documents to the City to acquire the required ROW.

Deliverables

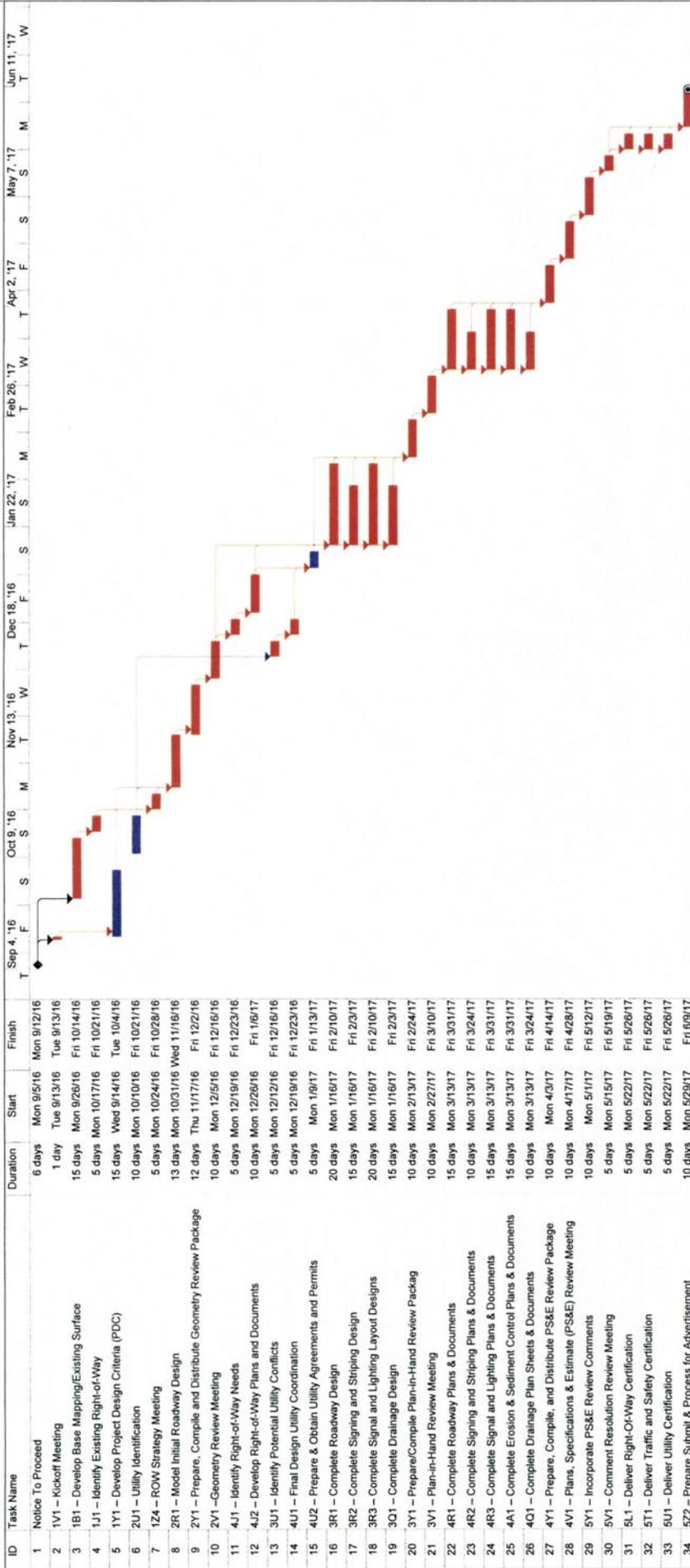
- ROW Plans & Documents

### UDOT CMS Staffing Plan

<b>Contract Number:</b>	NEW	<b>Mod:</b>	
<b>Project Number:</b>	F-LC35(218)	<b>PIN:</b>	11095
<b>PIN Description:</b>	9000 South & 4000 West		
		<b>UDOT Primary Contact:</b>	Peter S. Tang

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date
FLORENCE, LEO	PROJECT MANAGER	B.S	UT-4770486	59	\$77.00	\$77.00	NTP
WEBB, JIM	QC/QA	BS	UT-264947-2202	31	\$60.50	\$60.50	NTP
GODFREY, VICTOR	DRAINAGE ENGINEER	BS	ID-14240	22	\$45.00	\$45.00	NTP
ALBRECHT, BRYCE	PROJECT ENGINEER	BS		198	\$36.00	\$36.00	NTP
HARRIS, KELLY	SIGNAL ENGINEER	BS	UT-6049987-2202	76	\$36.00	\$36.00	NTP
STROMBERG, JEFF	ROW/SURVEY MANAGER	BS	UT-7027191	120	\$35.00	\$35.00	NTP
LARSON, CHAD	ROADWAY DESIGNER	BS		280	\$34.00	\$34.00	NTP
WILLARDSON, JOEY	UTILITY DESIGNER	BS		52	\$31.25	\$31.25	NTP
GELDMACHER, ADAM	DESIGNER/DRAFTING	COLLEGE		176	\$25.00	\$25.00	NTP
CLARK, WENDY	CLERICAL/ADMIN	BS		46	\$22.50	\$22.50	NTP
LEAVITT, DALLAN	SURVEYOR	COLLEGE		48	\$20.00	\$20.00	NTP
PALMER, KIEL	SURVEYOR	COLLEGE		48	\$20.00	\$20.00	NTP
Total Hours for PROJECT ENGINEERING CONSULTANTS, LTD:				1,156			

**Project No. F-LC35(218), PIN11095  
9000 South 4000 West Preconstruction Engineering  
Project Schedule**



ID	Task Name	Start	Finish	Duration
1	Notice To Proceed	Mon 9/5/16	Mon 9/12/16	6 days
2	1V1 - Kickoff Meeting	Tue 9/13/16	Tue 9/13/16	1 day
3	1B1 - Develop Base Mapping/Existing Surface	Mon 9/26/16	Fri 10/14/16	15 days
4	1J1 - Identify Existing Right-of-Way	Mon 10/17/16	Fri 10/21/16	5 days
5	1Y1 - Develop Project Design Criteria (PDC)	Wed 9/14/16	Tue 10/4/16	15 days
6	2U1 - Utility Identification	Mon 10/10/16	Fri 10/21/16	10 days
7	1Z4 - ROW Strategy Meeting	Mon 10/24/16	Fri 10/28/16	5 days
8	2R1 - Model Initial Roadway Design	Mon 10/31/16	Wed 11/16/16	13 days
9	2Y1 - Prepare, Compile and Distribute Geometry Review Package	Thu 11/17/16	Fri 12/2/16	12 days
10	2V1 - Geometry Review Meeting	Mon 12/5/16	Fri 12/16/16	10 days
11	4J1 - Identify Right-of-Way Needs	Mon 12/19/16	Fri 12/23/16	5 days
12	4J2 - Develop Right-of-Way Plans and Documents	Mon 12/26/16	Fri 1/6/17	10 days
13	3U1 - Identify Potential Utility Conflicts	Mon 12/12/16	Fri 12/16/16	5 days
14	4U1 - Final Design Utility Coordination	Mon 12/19/16	Fri 12/23/16	5 days
15	4U2 - Prepare & Obtain Utility Agreements and Permits	Mon 1/9/17	Fri 1/13/17	5 days
16	3R1 - Complete Roadway Design	Mon 1/16/17	Fri 2/10/17	20 days
17	3R2 - Complete Signing and Striping Design	Mon 1/16/17	Fri 2/3/17	15 days
18	3R3 - Complete Signal and Lighting Layout Designs	Mon 1/16/17	Fri 2/10/17	20 days
19	3Q1 - Complete Drainage Design	Mon 1/16/17	Fri 2/3/17	15 days
20	3Y1 - Prepare/Compile Plan-in-Hand Review Packag	Mon 2/13/17	Fri 2/24/17	10 days
21	3V1 - Plan-in-Hand Review Meeting	Mon 2/27/17	Fri 3/10/17	10 days
22	4R1 - Complete Roadway Plans & Documents	Mon 3/13/17	Fri 3/31/17	15 days
23	4R2 - Complete Signing and Striping Plans & Documents	Mon 3/13/17	Fri 3/24/17	10 days
24	4R3 - Complete Signal and Lighting Plans & Documents	Mon 3/13/17	Fri 3/31/17	15 days
25	4A1 - Complete Erosion & Sediment Control Plans & Documents	Mon 3/13/17	Fri 3/31/17	15 days
26	4Q1 - Complete Drainage Plan Sheets & Documents	Mon 3/13/17	Fri 3/24/17	10 days
27	4Y1 - Prepare, Compile, and Distribute PS&E Review Package	Mon 4/3/17	Fri 4/14/17	10 days
28	4V1 - Plans, Specifications & Estimate (PS&E) Review Meeting	Mon 4/17/17	Fri 4/28/17	10 days
29	5Y1 - Incorporate PS&E Review Comments	Mon 5/1/17	Fri 5/12/17	10 days
30	5V1 - Comment Resolution Review Meeting	Mon 5/15/17	Fri 5/19/17	5 days
31	5L1 - Deliver Right-Of-Way Certification	Mon 5/22/17	Fri 5/26/17	5 days
32	5T1 - Deliver Traffic and Safety Certification	Mon 5/22/17	Fri 5/26/17	5 days
33	5U1 - Deliver Utility Certification	Mon 5/22/17	Fri 5/26/17	5 days
34	5Z2 - Prepare Submit & Process for Advertisement	Mon 5/29/17	Fri 6/9/17	10 days

**FEES****COST PLUS A FIXED FEE  
WITH FIXED TOTAL ADDITIVE RATE**

1. **COST PLUS A FIXED FEE:** For all services and materials pertinent hereto and/or specifically described herein, except as otherwise explicitly cited, the LOCAL AUTHORITY agrees to pay the CONSULTANT for the actual allowable cost and the FIXED additives plus a fixed fee. Overhead rates have been reviewed, approved, and are limited to the costs which are allowable under 2 CFR Part 200 Subpart E Cost Principles.

The contract cost includes direct labor expense, payroll additives; indirect costs and other direct non-salary costs as outlined below.

Guest meals (meals paid by a consultant or a consultant's employee for someone other than his/her self) shall not be eligible for reimbursement unless previously approved in writing by the DEPARTMENT Project Manager and the LOCAL AUTHORITY.

- (a) The direct labor expense is the actual salary expense for professional and technical personnel and principals for the time they are productively engaged in work necessary to fulfill the terms of this contract. The payroll additives and indirect costs are FIXED as 143.95% of the direct salary expense.
- (b) If necessary and DEPARTMENT approved, any additional direct expenses incurred in fulfilling the terms of this contract, including but not limited to travel and lodging, reproduction, telephone, equipment, supplies and fees of outside CONSULTANTS or sub-consultants will be reimbursed at actual costs.

If the CONSULTANT'S normal accounting practice is to include some of these costs as indirect expenses, then this contract will be consistent with that practice. These types of costs must be disclosed as part of your accounting practices and in conformance to Federal Cost Principles.

- (c) The fixed fee has been determined and agreed upon as 11.50% of the combined estimated direct labor and the Overhead amount, which represents the CONSULTANT'S profit of \$11,213.99. The fixed fee percentage is not a floating percent and should not be billed as a percent of labor. Rather, the fixed fee payment will be prorated and paid regularly in proportion to the percentage of work completed as reflected by the periodic invoices; that is, on the same ratio as the invoice cost bears to the originally estimated total for CONSULTANT'S actual cost which is the maximum amount payable minus the fixed fee. Any portion of the fixed fee payment not previously paid in the periodic payment will be covered in the final payment.

Overruns in the costs of the work do not warrant an increase in the fixed fee, but significant changes to the Scope of Work may require adjustment of the fixed fee in the contract as evidenced by a contract modification.

2. **MODIFICATIONS:** In the event the LOCAL AUTHORITY requires changes of services which materially affect the scope or work plan, with a resulting material increase in cost to the CONSULTANT, a contract modification for additional compensation and time for completion shall be entered into by the parties hereto prior to making such change. Any such work done without prior LOCAL AUTHORITY and the DEPARTMENT agreement shall be deemed ineligible for reimbursement by the DEPARTMENT. The LOCAL AUTHORITY will not entertain requests or claims for reimbursement and remuneration unless written approval is given prior to performance of the work.
3. **PROGRESS PAYMENTS:** Progress payments are based upon the approved percentage of work completed and are made pursuant to certified invoices received.
4. **INVOICES:** The CONSULTANT will submit monthly payment requests promptly and no later than 45 calendar days after each monthly billing cycle. Invoices are to reflect charges as they apply to the appropriate contract, project, and account number, and must be certified and executed by an official legally authorized to bind the firm. The invoice must be substantiated with appropriate supporting

## ATTACHMENT D

documentation such as time sheets, labor reports, or cost accounting system print-out of employee time, receipts for direct expenses, and subconsultant invoices and supporting documentation that is reviewed and approved by the DEPARTMENT'S Project Manager and subject to final approval by the DEPARTMENT'S Comptroller's Office. The DEPARTMENT will make undisputed payments no later than 30-days after receiving CONSULTANT's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, the DEPARTMENT will notify CONSULTANT within 15 days of discovering the error(s). After the DEPARTMENT receives the corrected invoice, the DEPARTMENT will pay CONSULTANT within 30-days of receiving such invoice.

Payment requests for services performed on or before the last day of the Utah fiscal year (June 30), must be submitted no later than 30 calendar days after the billing cycle, see Utah Code Ann. § 63J-1-601.

The CONSULTANT acknowledges untimely billing may adversely affect the LOCAL AUTHORITY and the DEPARTMENT due to federal funding requirements in 41 CFR § 105 – 71.123, and/or the state fiscal constraints imposed upon it as a department of state government by the Budgetary Procedures Act, Utah Code Ann. § 63J-1-101 et seq. The CONSULTANT waives payment, and waives the right to bring action in law or in equity to recover payment for services, for any and all payment requests the DEPARTMENT does not receive from the CONSULTANT within the timeframe provided under this contract. (*Provision revised June 22, 2016.*)

5. **FINAL PAYMENT:** Final invoice payment will be released only after all materials and services associated with this contract have been reviewed and approved by the DEPARTMENT'S Project Manager and finalized by the DEPARTMENT'S Comptroller's Office. The final invoice payment will not be released until a project evaluation form has been completed by the LOCAL AUTHORITY and the DEPARTMENT'S Project Manager and submitted to Consultant Services and the Comptroller's Office.

The DEPARTMENT'S Project Managers and the Comptroller's Office have the right to hold the final payment on certain projects when design and construction are performed by two separate Consultants or if there is a potential possibility of a design or construction error. The DEPARTMENT Comptroller's Office also has the right to hold the final invoice payment until the final audit is complete upon the request of the DEPARTMENT Project Manager.

6. **FINANCIAL SUMMARY:** The total maximum amount of disbursement pertinent to this contract shall not exceed \$108,726.97 Contract overruns will not be paid.
7. **COST PROPOSAL:** The overhead rate shown in the CONSULTANT'S and/or sub-consultant's cost proposal has been determined and agreed upon by the parties and is included in this contract. The CONSULTANT will invoice the DEPARTMENT using the actual Wage Rates, FIXED Overhead, prorated Fixed Fee, and any additional Direct Costs. Invoices submitted to the DEPARTMENT must reflect the staffing plan and associated hourly wage rates, labor hours used, and other costs submitted in the CONSULTANT cost proposal.

The Cost Proposal for the CONSULTANT and/or sub-consultant, if applicable, may be found in Attachment D of this contract.

## PROJECT ENGINEERING CONSULTANTS, LTD

Prime

## UDOT CMS Cost Proposal

<b>Contract Number:</b>	NEW	<b>Mod:</b>		
<b>Project Number:</b>	F-LC35(218)	<b>PIN:</b>	11095	<b>UDOT Primary Contact:</b> Peter S. Tang
<b>PIN Description:</b>	9000 South & 4000 West			

Labor Costs				
Employee Name	Contract Job Title	Hours	Proposal Rate	Labor Cost
ALBRECHT, BRYCE	PROJECT ENGINEER	198	\$36.00	\$7,128.00
CLARK, WENDY	CLERICAL/ADMIN	46	\$22.50	\$1,035.00
FLORENCE, LEO	PROJECT MANAGER	59	\$77.00	\$4,543.00
GELDMACHER, ADAM	DESIGNER/DRAFTING	176	\$25.00	\$4,400.00
GODFREY, VICTOR	DRAINAGE ENGINEER	22	\$45.00	\$990.00
HARRIS, KELLY	SIGNAL ENGINEER	76	\$36.00	\$2,736.00
LARSON, CHAD	ROADWAY DESIGNER	280	\$34.00	\$9,520.00
LEAVITT, DALLAN	SURVEYOR	48	\$20.00	\$960.00
PALMER, KIEL	SURVEYOR	48	\$20.00	\$960.00
STROMBERG, JEFF	ROW/SURVEY MANAGER	120	\$35.00	\$4,200.00
WEBB, JIM	QC/QA	31	\$60.50	\$1,875.50
WILLARDSON, JOEY	UTILITY DESIGNER	52	\$31.25	\$1,625.00
		Total Hours:	1,156	
		Total Direct Labor:		\$39,972.50
		Overhead:	143.95%	\$57,540.48
		Total Direct Labor plus Overhead:		\$97,512.98
		Fixed Fee:	11.50%	\$11,213.99
		Burdened Labor Cost:		\$108,726.97
		<b>Total Contract Cost:</b>		<b>\$108,726.97</b>

### UDOT CMS Hours Derivation

<b>Contract Number:</b>	NEW	<b>Mod:</b>	
<b>Project Number:</b>	F-LC35(218)	<b>PIN:</b>	11095
<b>PIN Description:</b>	9000 South & 4000 West		
		<b>UDOT Primary Contact:</b>	Peter S. Tang

Employee Name	1V1	1B1	1J1	1Y1	1Z4	2R1	2U1	2Y1	2V1	3Q1	3R1	3R2	3R3	3U1	3Y1
FLORENCE, LEO	4	0	0	2	2	2	0	1	4	2	4	2	2	1	2
WEBB, JIM	0	0	0	2	0	0	0	4	0	1	1	1	1	0	4
GODFREY, VICTOR	0	0	0	0	0	4	0	0	0	8	0	0	0	4	0
ALBRECHT, BRYCE	4	4	0	16	4	16	2	8	2	2	16	8	4	2	12
HARRIS, KELLY	2	0	0	0	0	0	0	0	0	0	0	0	40	0	0
STROMBERG, JEFF	2	24	16	0	8	0	0	0	0	0	0	0	0	0	0
LARSON, CHAD	2	2	0	8	0	24	2	16	2	0	40	16	8	2	24
WILLARDSON, JOEY	2	0	0	0	0	0	24	0	0	0	0	0	0	4	0
GELDMACHER, ADAM	0	24	4	0	0	16	8	0	0	8	40	16	24	4	0
CLARK, WENDY	2	2	2	2	2	0	2	2	2	2	2	2	2	0	2
LEAVITT, DALLAN	0	48	0	0	0	0	0	0	0	0	0	0	0	0	0
PALMER, KIEL	0	48	0	0	0	0	0	0	0	0	0	0	0	0	0

### UDOT CMS Hours Derivation

<b>Contract Number:</b>	NEW	<b>Mod:</b>	
<b>Project Number:</b>	F-LC35(218)	<b>PIN:</b>	11095
<b>PIN Description:</b>	9000 South & 4000 West		
		<b>UDOT Primary Contact:</b>	Peter S. Tang

Employee Name	3V1	4A1	4Q1	4R1	4R2	4R3	4U1	4U2	4Y1	4V1	5L1	5T1	5U1	5V1	5Y1
FLORENCE, LEO	4	1	1	2	2	2	0	0	2	4	0	0	0	4	0
WEBB, JIM	0	1	1	1	1	1	0	0	4	0	0	0	0	0	0
GODFREY, VICTOR	0	0	4	0	0	0	0	0	0	0	0	0	0	0	2
ALBRECHT, BRYCE	2	2	2	16	2	2	2	2	8	2	4	4	4	2	16
HARRIS, KELLY	2	0	0	0	0	24	0	0	0	0	0	0	0	0	8
STROMBERG, JEFF	0	0	0	0	0	0	0	0	0	0	4	0	0	0	2
LARSON, CHAD	2	4	4	40	8	8	2	2	16	2	0	0	0	2	16
WILLARDSON, JOEY	0	0	0	0	0	0	8	8	0	0	0	0	4	0	2
GELDMACHER, ADAM	0	4	0	0	0	0	4	0	4	0	0	0	0	0	8
CLARK, WENDY	2	0	0	0	0	0	0	2	2	2	0	0	0	2	2
LEAVITT, DALLAN	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PALMER, KIEL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

### UDOT CMS Hours Derivation

<b>Contract Number:</b>	NEW	<b>Mod:</b>	
<b>Project Number:</b>	F-LC35(218)	<b>PIN:</b>	11095
<b>PIN Description:</b>	9000 South & 4000 West		
		<b>UDOT Primary Contact:</b>	Peter S. Tang

Employee Name	5Z2	4J1	4J2																Total
FLORENCE, LEO	8	1	0																
WEBB, JIM	4	0	4																
GODFREY, VICTOR	0	0	0																
ALBRECHT, BRYCE	24	2	2																1
HARRIS, KELLY	0	0	0																
STROMBERG, JEFF	0	24	40																1
LARSON, CHAD	24	2	2																2
WILLARDSON, JOEY	0	0	0																
GELDMACHER, ADAM	0	4	8																1
CLARK, WENDY	4	2	2																
LEAVITT, DALLAN	0	0	0																
PALMER, KIEL	0	0	0																

### UDOT CMS Hours Derivation

<b>Contract Number:</b>	NEW	<b>Mod:</b>	
<b>Project Number:</b>	F-LC35(218)	<b>PIN:</b>	11095
<b>PIN Description:</b>	9000 South & 4000 West		
		<b>UDOT Primary Contact:</b>	Peter S. Tang

	1V1	1B1	1J1	1Y1	1Z4	2R1	2U1	2Y1	2V1	3Q1	3R1	3R2	3R3	3U1	3Y1	
Firm Activity Totals:	18	152	22	30	16	62	38	31	10	23	103	45	81	17	44	
	3V1	4A1	4Q1	4R1	4R2	4R3	4U1	4U2	4Y1	4V1	5L1	5T1	5U1	5V1	5Y1	
Firm Activity Totals:	12	12	12	59	13	37	16	14	36	10	8	4	8	10	56	
	5Z2	4J1	4J2													<b>Total</b>
Firm Activity Totals:	64	35	58													1,1
	1V1	1B1	1J1	1Y1	1Z4	2R1	2U1	2Y1	2V1	3Q1	3R1	3R2	3R3	3U1	3Y1	
Transaction Activity Totals:	18	152	22	30	16	62	38	31	10	23	103	45	81	17	44	
	3V1	4A1	4Q1	4R1	4R2	4R3	4U1	4U2	4Y1	4V1	5L1	5T1	5U1	5V1	5Y1	
Transaction Activity Totals:	12	12	12	59	13	37	16	14	36	10	8	4	8	10	56	
	5Z2	4J1	4J2													<b>Total</b>
Transaction Activity Totals:	64	35	58													1,1

**Insurance**

As stated in Attachment B - Standard Terms and Conditions, services to be provided by the CONSULTANT under this contract are required to be covered by insurance. Insurance shall be maintained in force until all activities which are required by this contract or as changed by contract modification are completed and accepted by the DEPARTMENT.

Insurance	Waived	Expiration Date	Insurance Carrier	Policy Number	Each Occurrence Limit	General Aggregate Limit	Additional Endorsement
AUTOMOBILE LIABILITY	N	11/1/2016	TRAVELERS INDEMNITY CO OF AM	BA4G56021A	\$1,000,000	\$0	Y
EXCESS/UMBRELLA LIABILITY	N	11/1/2016	TRAVELERS INDEMNITY COMPANY	CUP-004G560731	\$5,000,000	\$5,000,000	N
GENERAL LIABILITY	N	11/1/2016	TRAVELERS INDEMNITY COMPANY	680-004G558599	\$1,000,000	\$2,000,000	Y
HEALTH INSURANCE HB 331-2009	N	10/21/2016	REGENCY BLUE CROSS	TEMPORARY	\$0	\$0	N
PROFESSIONAL LIABILITY	N	11/24/2017	ACE AMERICAN INSURANCE CO.	G21675921 008	\$1,000,000	\$2,000,000	N
VALUABLE PAPERS	N	11/1/2009	HARTFORD UNDERWRITERS	84SWCW5968	\$1,000,000	\$0	N
WORKERS COMPENSATION	N	11/1/2016	TRAVELERS INDEMNITY CO OF AM	UB4508T832	\$1,000,000	\$0	N

### Certificate Of Completion

Envelope Id: CD0F320824F648B8A0B921CBBF5FF34C	Status: Sent
Subject: UDOT Contract: Action Required - PIN 11095 - PEC - Prelim Engineering	
Source Envelope:	
Document Pages: 45	Signatures: 2
Certificate Pages: 6	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Mike Butler
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	4501 South 2700 West
	Salt Lake City, UT 84114
	michaelbutler@utah.gov
	IP Address: 168.177.115.143

### Record Tracking

Status: Original	Holder: Mike Butler	Location: DocuSign
9/1/2016   1:15 PM	michaelbutler@utah.gov	

### Signer Events

Signature	Timestamp
<p>Gaye Heltrick gheltrick@utah.gov Consultant Services Manager Utah Department of Transportation Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	<p>Sent: 9/1/2016   1:22 PM Viewed: 9/1/2016   1:58 PM Signed: 9/1/2016   2:01 PM</p>
<p>Ben Huot bhuot@utah.gov Engineer for Preconstruction Security Level: Email, Account Authentication (None) Using IP Address: 168.177.115.102 Electronic Record and Signature Disclosure: Accepted: 4/6/2016   8:25 AM ID: 6a2cc94d-c971-40c1-8d9b-77a6e986daed</p>	<p>Sent: 9/1/2016   2:01 PM Viewed: 9/1/2016   4:12 PM Signed: 9/1/2016   4:13 PM</p>
<p>Leo Florence lflorence@pec.us.com Vice President Project Engineering Consultants Security Level: Email, Account Authentication (None) Using IP Address: 96.82.253.65 Electronic Record and Signature Disclosure: Accepted: 9/2/2016   10:32 AM ID: b13d25b9-1c7a-45e7-817c-f17bb2dea1a7</p>	<p>Sent: 9/1/2016   4:13 PM Viewed: 9/2/2016   10:32 AM Signed: 9/2/2016   10:33 AM</p>
<p>David Murphy Davidm@wjordan.com Engineering Manager for CIP Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 9/6/2016   2:40 PM ID: 728d8f2b-446c-4f6a-88f4-5c1ef07d91b5</p>	<p>Sent: 9/2/2016   10:33 AM Viewed: 9/6/2016   2:40 PM</p>

Signer Events	Signature	Timestamp
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Michael Butler  
 michaelbutler@utah.gov  
 Contract Administrator  
 Utah Department of Transportation  
 Security Level: Email, Account Authentication (None)  
 Electronic Record and Signature Disclosure:  
 Not Offered via DocuSign  
 ID:

Shauna Sisneros  
 ssisneros@utah.gov  
 Security Level: Email, Account Authentication (None)  
 Electronic Record and Signature Disclosure:  
 Accepted: 4/7/2016 | 11:45 AM  
 ID: c48cca91-fc8e-463d-9bba-75936b41f14c

Cherise Young  
 cheriseyoung@utah.gov  
 Security Level: Email, Account Authentication (None)  
 Electronic Record and Signature Disclosure:  
 Accepted: 4/7/2016 | 1:47 PM  
 ID: 2c768d93-a151-4f17-83d1-a370d532fb0c

Michael Butler  
 michaelbutler@utah.gov  
 Contract Administrator  
 Utah Department of Transportation  
 Security Level: Email, Account Authentication (None)  
 Electronic Record and Signature Disclosure:  
 Not Offered via DocuSign  
 ID:

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Peter Tang  
 ptang@utah.gov  
 Security Level: Email, Account Authentication (None)  
 Electronic Record and Signature Disclosure:  
 Accepted: 5/11/2016 | 3:31 PM  
 ID: b57e2954-ad84-4530-a9b8-b752fc28c634

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Sent: 9/1/2016 | 2:01 PM

Vickie Vandemerwe  
 vvandemerwe@utah.gov  
 Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 9/1/2016 | 2:01 PM

<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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Electronic Record and Signature Disclosure:  
Not Offered via DocuSign  
ID:

Julie Preece  
jpreece@utah.gov

Security Level: Email, Account Authentication  
(None)

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign  
ID:

<b>Notary Events</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Carahsoft OBO Utah Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Carahsoft OBO Utah Department of Transportation:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mindilake@utah.gov

**To advise Carahsoft OBO Utah Department of Transportation of your new e-mail address**

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**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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