

MSD Office: MSD Board Agenda Item Request Form

This form and supporting documents (if applicable) are due the Thursday before the MSD Board Meeting the following Wednesday at 4:00pm

Date Received (Office Use)	
-------------------------------	--

Date of Request:	
Requested by:	
Requested MSD Board Date:	
Topic/Discussion Title:	
Description:	
Requested Action:¹	
Presenter(s):	
Time Needed:²	
Time Sensitive³	
Specific Time(s)⁴	
Contact Name & Phone:	

¹ What you will ask the MSD Board to do (e.g., discussion only, appropriate money, adopt policy, approve contracts) – in specific terms.

² Assumed to be 10 minutes unless otherwise specified.

³ Urgency that the topic be scheduled on the requested date.

⁴ If important to schedule at a specific time, list a few preferred times.



LOCAL GOVERNMENT CONTRACT

STATE OF UTAH
LOCAL GOVERNMENT
CONSULTANT SERVICES
2022-2025 LG POOL (SMALL PURCHASE)
COST PLUS FIXED FEE

CONTRACT NO. _____
EFFECTIVE DATE _____
TRACKING NO. _____

Project No.: F-2146(1)8
PIN Description: Cougar Lane; Niagara Way to Kearns High Drive
FINET Prog No.: 5589515D
PIN No.: 19679
Work Discipline: Preconstruction Engineering

Approved As To Form
By _____
Date _____

1. **CONTRACTING PARTIES:** This contract is between **Greater Salt Lake Municipal Services District**, referred to as LOCAL AUTHORITY and

Wcec Engineers, Inc. Dba Wall Consultant Group
2139 South 1260 West
Salt Lake City, UT 84119

Legal Status of Consultant: For Profit Corporation

Fed ID No.: 86-1136352

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

2. **WORK DISCIPLINE:** The CONSULTANT is professionally qualified in **Preconstruction Engineering** services as further described in Attachment C.
3. **SCOPE OF WORK / CONTRACT PERIOD:** The Scope of Work will end **January 20, 2025** and the Contract will terminate **January 20, 2026**, 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 **\$176,813.88** 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 - Wcec Engineers, Inc. Dba Wall Consultant Group

LOCAL AUTHORITY - Greater Salt Lake Municipal Services District

By: _____
Title: _____
Printed Name: _____
Date _____

By: _____
Title: _____
Printed Name: _____
Date _____

UTAH DEPARTMENT OF TRANSPORTATION

DEPARTMENT Comptroller's Office

By: _____
Title: **Director of Preconstruction**
Date _____

By: _____
Title: **Contract Administrator**
Date _____

CERTIFICATION OF CONSULTANT

By signing this contract on behalf of the CONSULTANT, I hereby certify I am a duly authorized representative of [Wcec Engineers, Inc. Dbw Wall Consultant Group](#) 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 understand that I am providing this certificate to the Utah Department of Transportation and agencies of the U.S. Department of Transportation regarding this contract. Payment of my fees under this contract may involve Federal-aid Funds. Therefore, my work under this contract is subject to applicable State and Federal laws, both criminal and civil.

Each person signing this Contract represents and warrants that they are duly authorized and have legal capacity to execute and deliver this Contract and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Contract and the performance of each party's obligations hereunder have been duly authorized and that the Contract is a valid and legal agreement binding on the parties and enforceable in accordance with its terms. Further, that CONSULTANT is registered with the Utah Department of Commerce and is in good standing.

The parties sign and cause this contract to be executed. This contract is not fully executed until the State of Utah Approving Authorities have signed this contract.

CERTIFICATION OF LOCAL AUTHORITY

By signing this contract on behalf of the LOCAL AUTHORITY, I hereby certify I am the duly authorized representative of [Greater Salt Lake Municipal Services District](#) 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 understand that I am providing this certificate to the Utah Department of Transportation and agencies of the U.S. Department of Transportation regarding this contract. Money the LOCAL AUTHORITY receives under this contract may involve federal-aid funds, thus making the LOCAL AUTHORITY a subrecipient of federal aid funds. Therefore, all work performed under this contract by employees of the LOCAL AUTHORITY or its CONSULTANTS or SUBCONSULTANTS is subject to applicable State and Federal laws, both criminal and civil.

This contract is not fully executed until the State of Utah Approving Authorities have signed this contract.

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

1. **AUTHORITY:** The Utah Transportation Code § 72-1-202(2) and Utah Admin. Code Rule r907-66 provide authority to execute this contract.
2. **CONFLICT OF TERMS:** No other terms and conditions will apply to this Contract, including terms listed or referenced on the CONSULTANT's website, quotation/sales order, purchase orders, or invoice. In the event of any conflict in the contract terms and conditions, the order of precedence is: (a) additional required federal terms, if any, (b) this Attachment B; (c) DEPARTMENT's Contract Signature Page(s); (d) State of Utah's Additional Terms and Conditions, if any. Attachment B will be given precedence over any provisions including, limitation of liability, indemnification, standard of care, insurance, or warranty, and will not be nullified by or exception created by more specific terms elsewhere in this Contract.
3. **CONTRACT JURISDICTION AND COMPLIANCE WITH THE PROFESSIONAL STANDARD OF CARE, APPLICABLE LAWS, AND THE DEPARTMENT'S STANDARD SPECIFICATIONS AND STANDARD DRAWINGS:** Should another section of this contract conflict with this section 3, the terms of this section will control. The provisions of this contract will be governed by the laws of the State of Utah. As to all services provided under this contract, the CONSULTANT will furnish services by skilled and experienced personnel and under the supervision of skilled and experienced professionals licensed in Utah, as applicable, and will exercise a degree of care and diligence in the performance of these services following the customary professional standards currently practiced by firms in Utah and will comply with any and all applicable codes, laws, ordinances, administrative rules, federal regulations and the DEPARTMENT'S Standard Specifications and Standard Drawings currently in effect, and this contract (the Standard of Care).

As to any drawings, plans, specifications, or other documents or materials provided or prepared by the CONSULTANT or its sub-consultants, the CONSULTANT agrees to comply with all applicable laws, statutes, administrative rules, federal regulations, building codes, and the DEPARTMENT'S Standard Specifications and Standard Drawings currently in effect.

All professional design services and associated products or instruments of those services provided by the CONSULTANT will comply with all applicable codes, laws, administrative rules, and regulations of any state or federal governmental entity, including, but not limited to, the United States Department of Transportation with the LOCAL AUTHORITY and the DEPARTMENT serving as the interpreter of the intent and meaning of any other applicable code or rule.

4. **RECORDS ADMINISTRATION:** The CONSULTANT must maintain all books, papers, documents, accounting records and other evidence to support costs billed for under this contract. These records must be retained by the CONSULTANT for a period of at least seven (7) years after the contract terminates, or until all audits initiated within the seven years have been completed, whichever is later. These records must be made available at all reasonable times during the seven-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 must also be retained and made available for review by authorized Federal or State staff. Copies of requested records must be furnished to the LOCAL AUTHORITY or the DEPARTMENT upon request.
5. **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 § 67-16-7. 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 their employment or retention by the LOCAL AUTHORITY or the DEPARTMENT through this contract, in any contract or subcontract in connection with this project (Reference 23 C.F.R. § 1.33 (2022)).

The CONSULTANT further warrants that it has no financial or other interest in the outcome of the work performed under the contract other than its fees.

6. **EMPLOYMENT OF DEPARTMENT EMPLOYEES:** The CONSULTANT agrees not to engage in any way on this contract the services of any present or former DEPARTMENT employee who was involved as a decision-maker in the selection or approval processes or who negotiated or approved billings or contract modification for this contract.
7. **CONSULTANT, AN INDEPENDENT CONTRACTOR:** The CONSULTANT must be an independent contractor, and as such, may not have 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 may not be deemed to be employees or agents of the CONSULTANT. Compensation provided to the CONSULTANT for its services herein will be the total compensation payable hereunder by the LOCAL AUTHORITY.
8. **INDEMNITY - LIABILITY:**
 - (a) The CONSULTANT must hold harmless and indemnify the DEPARTMENT and the LOCAL AUTHORITY, their officers, authorized agents and employees from and against claims, suits and cost, including reasonable 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.
 - (b) 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 the Standard of Care.
 - (c) No party to this contract will be liable to the other 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 contract, or out of any goods or services furnished hereunder.
9. **SEVERABILITY:** The declaration by any court, or other binding legal source, that any provision of this contract is illegal and void and will not affect the legality and enforceability of any other provision of this contract, unless said provisions are mutually dependent.
10. **LIABILITY INSURANCE:** Services to be provided by the CONSULTANT under this contract are required to be covered by insurance. The CONSULTANT must furnish the LOCAL AUTHORITY and the DEPARTMENT a Certificate of Insurance for each type of insurance required, to be approved by the DEPARTMENT and the LOCAL AUTHORITY, before the CONSULTANT begins work under this contract.

In the event any work is subcontracted, the CONSULTANT is responsible for determining whether to require its subconsultants to maintain the same minimum coverages as the prime, or to assume the risk for subconsultant services under its own policies.

Any insurance coverage required herein written on a "claims made" form rather than an "occurrence" form will: provide full prior acts coverage or have a retroactive date effective before execution of this contract; and, 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 and for a period of at least three (3) years following the end of the term of the contract or contain a comparable "extended discovery" clause (on construction phase contracts or modifications for construction engineering management, the insurance must remain in effect for one (1) year after completion of the contracted services). Evidence of current extended discovery coverage and the purchase options available upon policy termination will be provided to the LOCAL AUTHORITY and the DEPARTMENT.

The following policies of insurance will be issued by insurance companies licensed to do business in the State of Utah and must: be either currently rated "A" or better by A.M. Best Company and have an A.M. Best Company financial size category rating of not less than VIII; or, listed in the United States Treasury Department's current Listing of Approved (Department Circular 570), as amended.

Standard Required Insurance Policies

- (a) *Commercial General Liability*: The CONSULTANT will secure and maintain General Liability insurance with limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.
- (b) *Commercial Automobile Liability*: The CONSULTANT will secure and maintain commercial automobile insurance that provides coverage for owned, hired, and non-owned automobiles with a combined single limit of not less than \$1,000,000 per occurrence OR \$500,000 liability per person, \$1,000,000 per occurrence, and \$250,000 Property Damage.
- (c) *Worker's Compensation and/or Employer's Liability*: The CONSULTANT will secure and maintain worker's compensation and employer's liability insurance sufficient to cover all of the CONSULTANT's employees pursuant to Utah law, unless a waiver of coverage is allowed and acquired pursuant to Utah law. If covered by the Workers Compensation Fund of Utah, then the A.M. Best rating is not required in this area.
- (d) *Professional Liability*: The CONSULTANT will secure and maintain professional liability insurance with limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.

Non-standard Insurance Policies

- (e) *Valuable Papers & Records Coverage and/or Electronic Data Processing (Data and Media)*: Valuable papers and 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 must be of a sufficient limit to protect the CONSULTANT, its subconsultants, the LOCAL AUTHORITY, and the DEPARTMENT from the loss of said information.
- (f) *Watercraft/Protection & Indemnity (P&I) and Aircraft Liability*: If the CONSULTANT will use its own watercraft/aircraft or employs watercraft/aircraft in connection with the services provided in this contract, watercraft/aircraft liability insurance with limits of not less than \$1,000,000 per occurrence and \$5,000,000 aggregate is required.
- (g) *Unmanned Aerial Systems (UAS) Liability*: If the CONSULTANT will use UAS (e.g. drones) with the services provided in this contract, UAS liability insurance with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 aggregate is required.
- (h) *High Risk Blasting Liability*: If the CONSULTANT will perform high risk blasting as part of the services provided in this contract, high risk blasting insurance equal to 75% of the Engineer's Construction Estimate, and with limits not less than \$5,000,000 is required.
- (i) *Data Integrity Liability*: If the CONSULTANT has access to or has on its own computer system any sensitive personal or financial information regarding DEPARTMENT employees or any party doing business with the DEPARTMENT, data integrity insurance with a limit of not less than \$3,000,000 is required. Data Integrity insurance specifically covers privacy liability and network security liability for any personal information stolen from any computer or network and used against that individual in any way.

All required certificates and policies will provide that coverage thereunder will not be canceled or modified without providing thirty (30) days prior written notice to the DEPARTMENT in a manner approved by the Assistant Attorney General for the DEPARTMENT, either by the insurance carrier or the named insured.

In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the CONSULTANT must provide a new certificate of insurance within thirty (30) days after being notified

thereof in writing by the DEPARTMENT certifying coverage in compliance with the modified limits or, if no limits are specified, in an amount acceptable to the DEPARTMENT.

If coverage limits are different for this contract, it will be designated in Attachment E.

Policies referred to in 10(a), 10(b), 10(f), 10(g), and 10(i) above must have endorsements which include language for Additional Insureds stating that the policies are amended to include an organization whom the CONSULTANT has agreed to add as an Additional Insured by contract, and must state the coverage is afforded on a primary and noncontributory basis.

Policies referred to in 10(a) and 10(b) limits can be covered either with the insurance policy alone, or a combination of the insurance policy and an umbrella insurance policy.

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.

- 11. QUALIFIED HEALTH COVERAGE:** The CONSULTANT agrees that if the CONSULTANT has an initial contract of \$2,000,000 or more, or the contract and modifications are anticipated in good faith to exceed \$2,000,000, or the CONSULTANT has a subcontract at any tier that involves a sub-consultant that has an initial subcontract of \$1,000,000 or more, and/or the CONSULTANT has a subcontract at any tier that is anticipated in good faith to exceed \$1,000,000; hereby certifies the following.

- (a) The CONSULTANT and all applicable sub-consultants have and will maintain an offer of qualified health 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.
- (b) Employee, for purposes of these requirements, must be no broader than the use of the term employee for purposes of State of Utah Workers' Compensation requirements.

The CONSULTANT must demonstrate its compliance with this part and Utah Code § 72-6-107.5 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 must be subject to all applicable penalties. The CONSULTANT will provide these same requirements in all applicable subcontracts at every tier.

12. 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 must 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 agencies of the U.S. Department of Transportation.
- (b) Any one of the three parties may request a progress meeting; to be held at the office of any, or at a place designated by the DEPARTMENT. 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. The meetings must also include inspection of the CONSULTANT'S services and work products when requested by the LOCAL AUTHORITY or the DEPARTMENT.
- (c) The CONSULTANT will be required to perform such additional work as may be necessary to correct the failure to meet the Standard of Care caused by the CONSULTANT'S breach of its Standard of Care in the work required under the contract without undue delays and without additional cost to the LOCAL AUTHORITY and the DEPARTMENT.
- (d) At any time, the CONSULTANT determines the contract work cannot be completed within the specified time or budget, the CONSULTANT must 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 modify the contract in writing.

- (e) 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.
- (f) 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 within two (2) business days. 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.
- (g) Unless extended or terminated in writing, this contract will terminate on the Contract Expiration Date.

13. **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 agencies of the U.S. Department of Transportation will 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.
14. **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 prohibit 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 C.F.R. Part 60), which prohibits discrimination on the basis of age; 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; 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 the provisions of Title 42 U.S.C Chapter 21F. Prohibiting Employment Discrimination on the Basis of Genetic Information.

The CONSULTANT agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the workplace. Sections 49 C.F.R. 21 through Appendix C (2022) and 23 C.F.R. 710.405(b) (2022) are applicable by reference in all contracts and subcontracts financed in whole or in part with Federal-aid highway or transit funds. The CONSULTANT further agrees to furnish documentation to the LOCAL AUTHORITY or DEPARTMENT upon request for the purpose of determining compliance with these statutes identified in this section. The CONSULTANT must comply with the Americans with Disabilities Act (ADA).

The CONSULTANT must not discriminate in the performance of this contract on the basis of race; color; sex; pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability, sexual orientation, or gender identity. The CONSULTANT must carry out applicable requirements of 49 C.F.R. Part 26 (2022) 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 to abide by **41 CFR 60-1.4(a) (1 – 8) Equal opportunity clause (the "EEO clause")**, which is incorporated by reference. Where the EEO clause uses contractor substitute CONSULTANT. Where the EEO clause uses the recipient substitute DEPARTMENT.

Where Title VI **APPENDICES A** and **E** in the remainder of this section use contractor, substitute CONSULTANT. Where the Title VI **APPENDICES A** and **E** in the remainder of this section use the recipient, substitute DEPARTMENT.

APPENDIX A: During the performance of this contract, for itself, its assignees and successors in interest (hereinafter in referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), Federal Transit Administration (FTA), or Federal Aviation Administration (FAA) as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, FTA, or FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. canceling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for A non-compliance. Provided that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E – During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

15. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY

MATTERS: 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 15(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 must provide an explanation to accompany this contract. Exceptions will not necessarily result in denial of award but will be considered in determining CONSULTANT'S responsibility. Any exceptions noted must identify to whom it applies, the initiating agency, and dates of the action. Providing false information may result in criminal prosecution or administrative sanctions.

The CONSULTANT must include this Certification Regarding Debarment, Suspension and Other Responsibility Matters requirement in its contracts with subconsultants.

- 16. **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 be limited to, criminal conduct including the use of controlled substances. The CONSULTANT represents that its employees assigned to work under this contract are competent in their respective fields, licensed if applicable, as required by the State of Utah, and are legally able to fulfill their work obligations.
- 17. **CERTIFICATION OF COMPLIANCE ON LOBBYING RESTRICTIONS:** The CONSULTANT agrees to conform to the lobbying restrictions established by the Byrd Amendment, 31 U.S.C. § 1352, for contracts exceeding \$100,000 in Federal Funds. The CONSULTANT certifies, by signing this contract, to the best of its 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 must 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 the DEPARTMENT relied 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 U.S.C. § 1352. Any person who fails to file the required certification will 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 it will require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients must certify and disclose accordingly.

- 18. **CERTIFICATION OF COMPLIANCE ON DRUG AND ALCOHOL TESTING:** The CONSULTANT hereby certifies by executing this Contract that the CONSULTANT will comply with all applicable provisions of Utah Admin. Code Rule R916-6 - Drug and Alcohol Testing in State Construction Contracts and Utah Code § 63G-6a-1303 throughout the term of this Contract, unless the CONSULTANT is exempted from these provisions by state or federal law. The CONSULTANT must provide this requirement in its contracts with subconsultants.

19. **COMPLIANCE WITH THE JOHN S. MCCAIN NATIONAL DEFENSE AUTHORIZATION ACT:** The CONSULTANT certifies conformance and continued conformance with Public Law 115-232, § 889 and 2 C.F.R. § 200.216.
20. **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 C.F.R. Part 200 Subpart E Cost Principles, 48 C.F.R. Part 31 Federal Acquisition Regulations (FAR) in compliance with 23 USC § 112(b)(2)(B), if so required, and in the DEPARTMENT Financial Screening Application.
21. **OWNERSHIP OF WORK PRODUCTS PROCURED OR DEVELOPED UNDER THIS CONTRACT:** All intellectual property rights (including, without limitation, copyrights and trade secrets) to information and materials developed or owned by the LOCAL AUTHORITY and disclosed or supplied to the CONSULTANT while performing the services under this Contract will belong exclusively to the LOCAL AUTHORITY ("the LOCAL AUTHORITY'S Work"). All intellectual property rights (including, without limitation, copyrights and trade secrets) to the work product of CONSULTANT, whether developed by CONSULTANT before or in the course of providing the services ("the CONSULTANT'S Work"), will belong exclusively to the CONSULTANT, provided that such intellectual property rights of the CONSULTANT will not extend to any portion of the LOCAL AUTHORITY'S Work which is incorporated into the CONSULTANT'S Work. The LOCAL AUTHORITY will retain ownership of any information specific to its employees or operations contained in the CONSULTANT'S Work, any LOCAL AUTHORITY confidential information that is incorporated into the CONSULTANT'S Work, and any conclusions or recommendations therein that are specific to the LOCAL AUTHORITY and not of general utility. Except as otherwise provided in this Section, all Deliverables produced by the CONSULTANT and covered by this Contract will be owned by the LOCAL AUTHORITY. To the extent that any of the CONSULTANT'S intellectual property is embedded in Deliverables provided to the LOCAL AUTHORITY under this Contract, the CONSULTANT hereby grants to LOCAL AUTHORITY a non-exclusive, irrevocable, perpetual, and royalty-free license to use such intellectual property for business purposes to the extent necessary to permit the LOCAL AUTHORITY to utilize the CONSULTANT'S Work under this Contract. At the CONSULTANT's request, the LOCAL AUTHORITY will incorporate any proprietary notice the CONSULTANT may reasonably include for any intellectual property contained in a Deliverable in all copies the LOCAL AUTHORITY makes of that Deliverable. If the CONSULTANT incorporates into the CONSULTANT'S Work any information to which the CONSULTANT'S obligations of confidentiality under this Contract apply, the incorporated information will remain subject to such obligations of confidentiality.

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 C.F.R. 401.14, except for Section 401.14(g). The LOCAL AUTHORITY will be entitled to the same rights granted to the Federal Government under 37 C.F.R. 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 will 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 will 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 must 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

Contract” 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 Deliverables under this contract, and any rights of copyright to which the CONSULTANT purchases ownership under this contract.

The right of the CONSULTANT to apply for patents, copyrights or trademarks must 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 must 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.

- 22. 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 will 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 will not be liable for any reuse, misuse, or use of modified or incomplete deliverables under any theory of recovery.
- 23. PUBLICATION OR USE OF WORK PRODUCT OUTSIDE OF THIS CONTRACT:** During the entire term of this contract the CONSULTANT must 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 must first provide to LOCAL AUTHORITY and the DEPARTMENT written notice of CONSULTANT'S intent to publish and a draft of such publication. Unless waived by the LOCAL AUTHORITY and the DEPARTMENT, the LOCAL AUTHORITY and the DEPARTMENT will 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 will be deemed to have consented to such publication. If DEPARTMENT requests a delay in submission of publication for patent protection, CONSULTANT will 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 requests a delay in submission of publication due to overdue deliverables, submission of publication by the CONSULTANT prior to completing those contract deliverables will be grounds for termination of this contract. Student reports, theses, and dissertations, published internally by the CONSULTANT will not be subject to these delay provisions.

If this contract is terminated by the LOCAL AUTHORITY or the DEPARTMENT, 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 must not be included in any material published by CONSULTANT without prior written consent of the LOCAL AUTHORITY or the DEPARTMENT.

The restrictions and procedures described in this provision will apply to the release of any information or documents to the media. The CONSULTANT must inform the UDOT point of contact of all media inquiries.

- 24. PUBLIC INFORMATION:** CONSULTANT agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). CONSULTANT gives the DEPARTMENT, the LOCAL AUTHORITY, and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, under section 63G-2-309 and expressly approved by DEPARTMENT, CONSULTANT also agrees that the CONSULTANT'S solicitation responses will be public records, and copies may be given to the public as permitted under GRAMA. The DEPARTMENT, the LOCAL AUTHORITY and the State of Utah are not obligated to inform CONSULTANT of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

Requests from the media or other members of the public for records that have not already been issued, published, or submitted for publication must be addressed in accordance with the GRAMA, Utah Code Title 63G, Chapter 2.

CONSULTANT agrees to cooperate and assist the LOCAL AUTHORITY and the DEPARTMENT to respond to requests it receives pursuant to the GRAMA by searching for and producing records belonging to LOCAL AUTHORITY or the DEPARTMENT in a timely manner and consistent with the requirements of the GRAMA.

- 25. USE OF PATENTED, COPYRIGHTED OR TRADEMARKED ITEMS:** The CONSULTANT will 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 CONSULTANT's execution of its work in this contract. 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 contract, whether owned by the CONSULTANT before entering into this contract or not, such use must be specifically authorized in this contract or by prior written approval from the LOCAL AUTHORITY or the DEPARTMENT. When the LOCAL AUTHORITY or DEPARTMENT provides such authorization, the CONSULTANT will secure the rights of use of these patented, copyrighted or trademarked items for the LOCAL AUTHORITY or the DEPARTMENT, at the LOCAL AUTHORITY's or DEPARTMENT's expense. An original executed copy of the right-to-use agreement will be delivered to and approved by the LOCAL AUTHORITY and the DEPARTMENT before commencing use of these item(s). The CONSULTANT will be responsible for paying 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 must indemnify, save harmless and release the LOCAL AUTHORITY and the DEPARTMENT from claims of DEPARTMENT's or LOCAL AUTHORITY's direct, non-willful patent, copyright or trademark infringement, or for directly-resulting costs, expenses, penalties and damages that may be obligated by reason of a direct, non-willful infringement by DEPARTMENT or LOCAL AUTHORITY resulting from 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 must be named along with the LOCAL AUTHORITY and the DEPARTMENT in all legal agreements covering use of patented, copyrighted or trademarked items.

- 26. 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 must 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 unless, except to the extent such disclosure is required by law, rule, regulation, court order, government investigation or whistleblower subpoena. The LOCAL AUTHORITY or DEPARTMENT will 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 must require adherence by its officers, agents, volunteers, employees and subcontractors to these confidentiality provisions.

The foregoing obligations will 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 and was not acquired by CONSULTANT directly or indirectly from the DEPARTMENT or an agency of the State of Utah; or
- (d) Was or is later received by the CONSULTANT from a third party other than an agency of the State of Utah, which did not require the CONSULTANT to hold such information in confidence.

- 27. ASSIGNMENT AND SUBCONTRACTING:** The CONSULTANT must 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 will 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 will be subject to audit by the LOCAL AUTHORITY or the DEPARTMENT. All subcontracts must be in writing and 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 50% of the total contract amount with its own staff. (*Provision revised 2/15/2023.*)

- 28. PERSONNEL/STAFFING PLAN:** For any change in key personnel from that specifically identified in Attachment C of this contract, the CONSULTANT must provide an equivalent or better qualified replacement subject to DEPARTMENT approval.
- 29. 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 must 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 will not be paid the extra compensation. Proper documentation alone will not prove the validity of the claim. The parties agree to use arbitration or mediation, as mutually agreed by the parties, 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.
- 30. 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 to the extent such delays or hindrances were caused by CONSULTANT. 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 will 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 will not be responsible for delays due to causes beyond CONSULTANT's reasonable control.

31. **CONSULTANT'S ENDORSEMENT ON PLANS, ETC.:** The CONSULTANT (if a firm, the responsible principal) is required to endorse and appropriately apply its seal to plans, reports, and engineering data furnished to the LOCAL AUTHORITY and the DEPARTMENT under this contract.
32. **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, will 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 must be made by the CONSULTANT until the written modification has been fully executed. Any verbal agreements not confirmed in writing are non-binding.

33. **TERMINATION:** This contract may be terminated as follows:
- (a) By mutual agreement of the parties; in writing and signed by the parties.
 - (b) By any party for failure of 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 52, "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 must specify the reasons supporting termination.
 - (c) By the DEPARTMENT for the convenience of the State upon written notice to the CONSULTANT.
 - (d) By the LOCAL AUTHORITY or the DEPARTMENT, 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 contract will be terminated at the end of such time.
 - (e) By the LOCAL AUTHORITY or the DEPARTMENT, if the LOCAL AUTHORITY or the DEPARTMENT requires termination of the contract 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 contract is to be terminated.
 - (f) If the contract is terminated before performance is completed, the CONSULTANT will be paid for the work satisfactorily performed up through the date of termination. 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 contract.
 - (g) The LOCAL AUTHORITY and the DEPARTMENT reserve the right to cancel and terminate this contract 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 data acquired and work product produced under this contract will be turned over to the LOCAL AUTHORITY and the DEPARTMENT within seven (7) calendar days. The LOCAL AUTHORITY and the DEPARTMENT reserve the right to terminate or cancel this contract 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 must 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 33(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.

- 34. **REMEDIES:** Any of the following events will constitute cause for the DEPARTMENT or LOCAL AUTHORITY 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.
- 35. **ERRORS AND OMISSIONS:** The CONSULTANT will, without additional compensation, correct or revise any failure to meet the Standard of Care in its design, drawings, specifications and other services which are caused by a breach of the CONSULTANT'S Standard of Care. The CONSULTANT is required to follow UDOT Policy 08-07 Errors and Omissions on Projects which is hereby incorporated by reference.
- 36. **POLLUTION CONTROL:** The CONSULTANT agrees to comply with 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 must report violations to the applicable Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 37. **ELECTRONIC DESIGN SUBMISSION:** The CONSULTANT will adhere to the current DEPARTMENT model development and CADD standards on the DEPARTMENT's website. The CONSULTANT will provide all plans, specifications, surveys, electronic files and associated data in the DEPARTMENT acceptable electronic formats into the DEPARTMENT's content management system with the correct attributes assigned. The CONSULTANT will organize all project data in the DEPARTMENT'S project directory structure as specified in the DEPARTMENT'S current CADD Standards. The CONSULTANT will be aware of and comply with applicable DEPARTMENT CADD standards. The DEPARTMENT CADD standards are available at the CADD Support sub-page of the DEPARTMENT website 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 "Survey and Geomatics Standard Manual" Guide.

- (d) **Plotting:** 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 project milestones and 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 or dgnlib format), 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 document management system in the established project directory structure. All documents must be attributed correctly in the system at the time of delivery. All files must have the references and links re-established when delivered into the content management system using the Scan References and Link Sets tool.
- (g) **Digital Delivery:** Projects designated as Digital Delivery will have varying file format delivery requirements. Digital Delivery is an evolving technology and file formats may change based on the DEPARTMENT's stage of Digital Delivery development. Unless the Project Manager scopes the project differently, files will be attributed and delivered as Legal with a .dgn extension including the reference files. In addition, .alg, .icm, iModels, .dtm and other file formats will be delivered as For Information Only (FIO). The DEPARTMENT Project Manager will determine if plan sets are required on the project (as FIO) or if a traditional plan set will be required, see the Work Plan in ATTACHMENT C: SERVICES PROVIDED BY THE CONSULTANT of this contract.

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

38. 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 must achieve the specific objectives specified in the work plan. These elements must be free of defects, or "bugs," that would prevent them from achieving the objectives specified in the Work Plan in ATTACHMENT C: SERVICES PROVIDED BY THE CONSULTANT of this contract.

Computer software and applications created and/or enhanced under this contract will include as deliverables; user instructions, program documentation, program listings, source code and executables in specified compiled formatted files. The program documentation must 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 must be approved by the LOCAL AUTHORITY and the DEPARTMENT and specified in the work plan. Changes to these platforms may only be allowed by written authorization by the LOCAL AUTHORITY and the DEPARTMENT.

- 39. COST PRINCIPLES:** Regardless of the funding source, the costs allowable for reimbursement will be governed by the 2 C.F.R. Part 200 Subpart E and 48 C.F.R. Part 31 Federal Acquisition Regulations (FAR) in compliance with 23 U.S.C. § 112(b)(2)(B), as modified by Utah State law, administrative rules, and regulations on contract provisions.
- 40. CORONAVIRUS PANDEMIC RECOVERY:** This section applies only if: (i) this Contract, or a subcontract, is a cost-plus-fixed-fee contract; (ii) the CONSULTANT (or the subconsultant with that subcontract)

received a loan under the federal Paycheck Protection Program or similarly, received a credit, loan or other relief in 2020, or thereafter, from a federal program enacted to provide relief during the Coronavirus pandemic, such as the CARES Act, the FFCRA, or other similar federal legislation (collectively a “PPP Loan”); and (iii) any portion of the PPP Loan was forgiven, or applicable law similarly requires the recipient to provide a refund, repayment, credit, or reimbursement to the DEPARTMENT. If this section applies, the CONSULTANT, for itself and its subconsultants, must comply with this section to provide for a PPP Loan recovery in compliance with 48 C.F.R. 31.201-5, Utah Code § 72-2-113(3), and other applicable law and guidance. Those legal obligations require calculation of a PPP Loan credit which must be included in the Indirect Cost Rate (referred to in this section as an “Impacted Rate”). Under this Contract, an accepted Impacted Rate will apply during the CONSULTANT’s (or subconsultant’s) “Recovery Period,” which is the shorter of the following time periods: (i) the time period necessary to recover the required credit amount of the CONSULTANT’s (or the subconsultant’s) forgiven PPP Loan (or other repayment obligation); or (ii) 365 days after the date when the DEPARTMENT approved the CONSULTANT’s (or the subconsultant’s) Impacted Rate.

This Contract is written to include the CONSULTANT’s “Unimpacted Rate” (which is the CONSULTANT’s accepted rate without the PPP Loan credit). The CONSULTANT has also included subconsultant costs on that basis. But notwithstanding those or any other provisions of this Contract to the contrary, the CONSULTANT agrees as follows: (i) During the CONSULTANT’s Recovery Period, each of its invoices will provide to the DEPARTMENT a “Recovery Credit,” which is an amount that is equal to the difference between the CONSULTANT’s overhead and fixed fee calculated at the Unimpacted Rate, and the CONSULTANT’s overhead and fixed fee calculated at the Impacted Rate. The CONSULTANT will show its Recovery Credit, as calculated, using the [UDOT OH & FF Credit Adjustment Template](#) document, and the CONSULTANT will include the template and calculation as part of its support documentation for each invoice. (ii) During a subconsultant’s Recovery Period, the CONSULTANT’s costs charged for a subconsultant will include the Recovery Credit for that subconsultant. The CONSULTANT will require the subconsultant to show its Recovery Credit, as calculated, using the [UDOT OH & FF Credit Adjustment Template](#) document, and the CONSULTANT will include the subconsultant’s template and calculation as part of the CONSULTANT’s support documentation for each invoice.

When the CONSULTANT or any subconsultant reaches the end of its Recovery Period, the CONSULTANT must submit a notification to the DEPARTMENT Project Manager stating the date that is claimed for when recovery was complete (“Recovery Date”). If the Recovery Date claimed by the CONSULTANT or the subconsultant is less than 365 days after the date when the DEPARTMENT approved the CONSULTANT’s or subconsultant’s Impacted Rate, then the notification must also include documentation that demonstrates full recovery (subject to the DEPARTMENT’s verification). When submitting invoices to the DEPARTMENT, the CONSULTANT will not include Recovery Credits for itself or any subconsultants once the CONSULTANT or a subconsultant has reached its Recovery Date.

If upon review the DEPARTMENT is unable to verify that the CONSULTANT’s (or a subconsultant’s) required PPP Loan recovery was met on the Recovery Date claimed by the CONSULTANT (or a subconsultant), the DEPARTMENT will require, and the CONSULTANT agrees to pay, the amount of any Recovery Credit that should have been credited to the DEPARTMENT under the requirements of this section. The CONSULTANT further agrees that the DEPARTMENT can take such payment from any amount that the DEPARTMENT owes to the CONSULTANT.

The CONSULTANT agrees that the amounts which are, or should be, credited to the DEPARTMENT as part of the CONSULTANT’s (or a subconsultant’s) Recovery Credit will be deducted from the Contract’s maximum-not-to-exceed amount at the time of Contract closure and are not eligible for payment to the CONSULTANT.

The PPP Loan recovery requirements are a federal obligation that is required at every Contract level. The CONSULTANT must pass down applicable requirements to its subconsultants. (*Provision revised 2/15/2023.*)

- 41. RIGHT OF WAY SUBMITTAL REQUIREMENTS:** Submission of right of way acquisition packages are required to follow the [UDOT Right of Way ProjectWise Guide](#), as amended, which is incorporated herein by this reference.

42. 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 provide with the record(s) a written claim of business confidentiality, and a concise statement of reasons supporting the claim of business confidentiality that satisfy the requirements of §§ 63G-2-305(1) and (2), and 309 to the DEPARTMENT. The CONSULTANT understands that the DEPARTMENT and the LOCAL AUTHORITY will not treat any such record as confidential absent such written notification. Additionally, pursuant and subject to Utah Code §§ 63G-2-101 through 901 the CONSULTANT will take no action, legal or otherwise against the State of Utah, the DEPARTMENT, LOCAL AUTHORITY, or any employee, agent or representative of the State of Utah, DEPARTMENT, or the DEPARTMENT if the State Records Committee or a court orders the DEPARTMENT or LOCAL AUTHORITY to publicly disclose any record the CONSULTANT considers confidential, or believes should be considered protected, private, or controlled.

43. WORK ACCEPTANCE:

- (a) Subject to the Standard of Care, work performed under this contract must be performed in accordance with applicable Standards, Specifications, Manuals, Guides, Manuals of Instruction, Policies and Procedures established by the DEPARTMENT. Work must be subject to the approval of the LOCAL AUTHORITY and the DEPARTMENT through its designated representatives.
- (b) Reviews and Quality Assurance: All contracts require a quality control / quality assurance (QC/QA) plan and checklist. For design projects specifically, the CONSULTANT must 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 which is hereby incorporated by reference into this contract. If the CONSULTANT elects to use its own QC/QA plan, that plan must be approved by the DEPARTMENT'S Project Manager. The CONSULTANT will meet all document retention requirements and schedules.

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

45. INSPECTION OF INTELLIGENT TRANSPORTATION SYSTEMS (ITS) AND ELECTRICAL CONSTRUCTION:

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, re-splicing, 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.

- 46. NO THIRD-PARTY BENEFICIARIES:** The parties enter into 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.
- 47. COORDINATION WITH DEPARTMENT DISCIPLINE MANAGERS:** To ensure programmatic consistency, if the project requires, the CONSULTANT will coordinate decisions with the Region and/or Central Discipline Managers in addition to the DEPARTMENT Project Manager. It is important for consultants to seek input into decisions from the technical experts within the DEPARTMENT.

The CONSULTANT is required to obtain the DEPARTMENT Communications Office written approval prior to sending a press release or using the DEPARTMENT's name.

- 48. COORDINATION WITH UTAH DEPARTMENT OF TECHNOLOGY SERVICES (DTS):** The CONSULTANT will comply with the Utah Technology Governance Act, Utah Code §§ 63A-16-101 through 63A-16-903.

After execution of the contract, and prior to commencing any information technology (IT) related activities as defined in Utah Code § 63A-16-102, 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.

- 49. CONSULTANT JOB VACANCIES:** CONSULTANT agrees, for the duration of the contract, to provide CONSULTANT'S name, contact information, and information about CONSULTANT's job vacancies on the PROJECT to the Utah Department of Workforce Services to facilitate job inquiries by the public pursuant to Utah Code Subsections 63G-6a-107.7(4) and 35A-2-203(5)(b). This requirement does not apply when CONSULTANT fills a vacancy with a current employee and does not preclude CONSULTANT from advertising job openings in other forums throughout the state.
- 50. 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.
- 51. 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.
- 52. DUTIES OF THE LOCAL AUTHORITY AND THE DEPARTMENT:**
- (a) **Guarantee Access:** The LOCAL AUTHORITY or the DEPARTMENT will 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 will give prompt consideration to all reports, plans, proposals and other documents presented by the CONSULTANT.
- (c) Documents: The DEPARTMENT will 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.

53. FORCE MAJEURE: Neither party will be liable for failure to perform this agreement when such failure is due to "force majeure." "Force majeure" means acts of God, strikes, lockouts, or industrial disputes or disturbances, civil disturbances, arrests and restraints, interruptions by government or court orders, acts of the public enemy, terror events, wars, riots, insurrections, incidences of disease or other illness that reaches epidemic, endemic, or pandemic proportions, fires, explosions, inability to obtain easements, right-of-way, or other interests in realty, or any other cause, whether of the kind here enumerated or otherwise, not reasonably within the control of the party claiming "force majeure." Events of "force majeure" must be remedied with all reasonable dispatch.

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

Perform all preconstruction efforts necessary to prepare project plan set for advertising per the UDOT Project Delivery Network including survey, engineering, production of plan and detail sheets, summaries, specifications, Engineer's Estimate, utility coordination and right of way instruments. Coordinate and hold meetings with SLCO, Kearns, and stakeholders as needed.

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 must be completed by [January 20, 2025](#). If additional time is required beyond the Scope of Work Completion Date, the CONSULTANT must submit a "Contract Date Extension Modification" to the LOCAL AUTHORITY and the DEPARTMENT'S Project Manager for approval and processing.
 - (2) Contract Period: The contract will terminate [January 20, 2026](#), unless otherwise extended or canceled in accordance with the terms and conditions of this contract.



UDOT Consultant Services

Contract Approval Memo

Memo Printed on: October 3, 2023 4:31 PM



PM Approval Date: [October 3, 2023](#)

UDOT PM:Rebecka Stromness

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

PROJECT INFORMATION

PIN: 19679
Project No.: F-2146(1)8
Job/Proj: 5589515D
PIN Description: Cougar Lane; Niagara Way to Kearns High Drive

CONTRACT INFORMATION

CS Admin: Pepper Debenham (Acting as UDOT)
Contract No.: New Preconstruction
Mod No.:
SOW Completion Date: [January 20, 2025](#)
Contract/Mod Amount: [\\$176,813.88](#)
Fee Type: COST PLUS FIXED FEE
Selection Method: GE / LG POOL SMALL PURCHASE
Period: 2022-2025 GE POOL
Phase: PRELIMINARY ENGINEERING
Disciplines: PRECONSTRUCTION ENGINEERING

CONTACTS

Consultant

WCEC ENGINEERS, INC. DBA WALL CONSULTAN
Ryan Nuesmeyer
2139 SOUTH 1260 WEST
SALT LAKE CITY, UT 84119

Local Government

Greater Salt Lake Municipal S
Shane Ellis
2001 S STATE STREET
SUITE #N3 600 ,
SALT LAKE CITY, UT 84190
(385) 468-6622
SELLIS@SLCO.ORG



UDOT Consultant Services

Local Government Contract Memo

Memo Printed on: October 3, 2023 4:31 PM



PROJECT INFORMATION

PIN: 19679
Project No.: F-2146(1)8
Job/Proj: 5589515D
PIN Description: Cougar Lane; Niagara Way to Kearns High Drive

CONTRACT INFORMATION

CS Admin: Pepper Debenham (Acting as UDOT)
Contract No.: New Preconstruction
Mod No.:
SOW Completion Date: [January 20, 2025](#)
Contract/Mod Amount: [\\$176,813.88](#)
Cumulative Amount: [\\$176,813.88](#)
Fee Type: COST PLUS FIXED FEE
Selection Method: GE / LG POOL SMALL PURCHASE
Period: 2022-2025 GE POOL
Phase: PRELIMINARY ENGINEERING
Discipline: PRECONSTRUCTION ENGINEERING

CONTACTS

<u>Consultant</u>	<u>Local Government</u>
WCEC ENGINEERS, INC. DBA WALL CONSULTAN	Greater Salt Lake Municipal Services District
Ryan Nuesmeyer	Shane Ellis
2139 SOUTH 1260 WEST	2001 S STATE STREET
SALT LAKE CITY, UT 84119	SUITE #N3 600
	SALT LAKE CITY, UT 84190
(801)915-2017	(385) 468-6622
ryan.nuesmeyer@wcg.us	SELLIS@SLCO.ORG

UDOT has contract limits for Pool Selection Methods. The limit for this contract is \$250,000.00 for the life of the contract, including any future modifications.

WCEC ENGINEERS, INC. DBA WALL CONSULTANT GROUP

Prime

UDOT CMS Contract Executive Summary

Contract Number:	NEW	Mod:	Project Number:	F-2146(1)8	PIN:	19679
UDOT Primary Contact:	Rebecka Stromness					
PIN Description:	Cougar Lane; Niagara Way to Kearns High Drive					

Brief Description

Brief Description:

Wall Consultant Group, Inc. (WCG) proposes to contract with UDOT and Kearns Township to perform preconstruction engineering services for the design of bike & pedestrian improvements along Cougar Lane from Kearns High Drive to Niagra Way. It is anticipated these improvements will include modifying sidewalk along the west side of Cougar Lane and striping modifications to the existing pavement width to include a southbound auxiliary lane from Niagra Way to Kearns High Drive.

Project Team

Prime and Subs:

WCG will complete all design services with our qualified staff & use ESI for 3rd Party ROW Document Review.

Assumptions

Assumptions:

§ Meetings

- o Milestone meetings will include: Kickoff/Scoping, Geometry Review, Plan-in-hand, PS&E, and CRM
- o Will include document preparations such as agenda, meeting minutes, schedule updates, risk management tracking / updates and action items tracking
- o Bi-weekly Management Meetings: will hold these via Google Meet every 2 weeks (or in-person as needed). The focus of these meetings will be to discuss relevant technical elements, review the schedule, and other management related items.

§ Roadway

- o No pavement design &/or widening is anticipated
- o A pavement preservation treatment may be implemented for the existing pavement within the project area
- o The existing curb/gutter along the east and west side of Cougar Lane will be protected in place and no roadway profile or cross slope modifications are anticipated
- o No sidewalk, driveways, or landscaping behind sidewalks (other than at pedestrian access ramp reconstructions) are anticipated to be impacted
- o Up to 2 driveway aprons will be replaced / impacted with this project
- o Roadway model will not be provided for bidding purposes
- o Up to 8 pedestrian access ramp assessments will be completed
- o Striping modifications may be required north of Niagra Way and south of Kearns High Drive to align with the proposed striping plan, but no curb/gutter, sidewalk, pedestrian ramp, or other roadway improvements are anticipated north of Niagra Way and south of Kearns High Drive
- o Project scope and improvements will be finalized at Geometry Review and no alternative analysis or scope adjustments are anticipated

§ Landscaping

- o No landscaping design is anticipated
- o The disturbed parkstrip landscaping will be restored with a landscape restoration specification
- o Impacts to existing private landscaping/pressurized irrigation systems will be handled with cost-to-cure, no landscaping design behind back of sidewalk is anticipated

§ Signals / Lighting

- o No impacts or modifications to existing traffic signal at Kearns High Drive or the HAWK near the seminary are anticipated
- o No corridor lighting relocations &/or new luminaires are anticipated

§ Hydraulics

- o No modifications to the existing drainage system are anticipated

§ Survey / ROW

- o Existing right of way research has already been completed and no additional research is anticipated
- o SUE is not included as part of this scope
- o Right of way markers are not included as part of this scope
- o Plans and documents will be prepared for up to 3 parcels in 1 submittal

§ Utility Assumptions

- o WCG will request 3rd party provided maps and depict the mapping information as best as possible in the ExUtil CADD file (QL-D & QL-C only). No utility toning, mapping, or additional locating effort is anticipated.
- o No utility testholes are anticipated, but can be completed later if requested
- o Existing utilities in the parkstrip between the curb/gutter and the sidewalk are expected to remain in place
- o If any utility adjustments become necessary, they will be completed with franchise agreements and no gathering of utility estimates or facilitating agreements through UDOT's utility group is anticipated
- o No utility design (city betterment or 3rd party) is anticipated
- o Coordination with impacted utilities will be completed by others (city staff), if requested, WCG can lead and coordinate any utility conflicts / relocations with utility owners

§ Public Involvement is not included but can be provided by our in-house team if requested

§ No structural design is anticipated

§ This design effort and scope of work is based on improvements identified as part of the environmental concept design and a programmed value of up to \$2.8M

§ UDOT's ProjectWise will be used for file storage, milestone and other large submittals will also be shared via Google Drive

§ The Work Plan is based upon information known at the time contract documents were prepared

§ WCG will utilize Microsoft Project for project schedule updates.

Phasing

Phasing:

It is anticipated this project will be completed in one design phase (i.e. no phasing is anticipated).

Fee Type

Fee Type:

Cost Plus Fixed Fee (CPFF)

WCEC ENGINEERS, INC. DBA WALL CONSULTANT GROUP

Prime

UDOT CMS Contract Work Plan

Contract Number:	NEW	Mod:	Project Number:	F-2146(1)8	PIN:	19679
UDOT Primary Contact:	Rebecka Stromness					
PIN Description:	Cougar Lane; Niagara Way to Kearns High Drive					

Activity: 1B1 - DEVELOP BASE MAPPING/EXISTING SURFACE

1B1 Develop Base Mapping / Existing Surface

WCG will establish survey control following the guidelines specified in the UDOT Survey & Geomatics Standards. Survey Control Sheets along with a geo-referenced seed file will be prepared for the project. The Survey Control Sheets will be certified by a Utah Professional Land Surveyor and include all information used to establish the project parameters or the basis of bearing with primary control monuments.

Based on our understanding of the project the base mapping will be collected along the project corridor from Kearns High Drive to Niagara Way. The topographic survey will extend from ROW to ROW to identify the location of existing improvements.

Information collected will be compiled into a geo-referenced MicroStation file (Extopo.dgn) according to UDOT CADD Standards. A DTM of the existing surface will be developed with InRoads and delivered with the UDOT Base Mapping File Certification. Spot checks will be conducted in the field to verify surface accuracy.

Orthorectified aerial imagery will be collected within the project limits utilizing WCG's Unmanned Aircraft Systems (UAS). UAS will also be utilized to create a 3D point cloud of the project area that will be available for supplemental survey requests.

Deliverables

- § Extopo.dgn
- § DTM
- § Aerial imagery
- § 3D point cloud

Activity: 1Y1 - DEVELOP PROJECT DESIGN CRITERIA (PDC)

1Y1 Develop Project Design Criteria (PDC)

Develop the PDC and corresponding Design Deviations, Exceptions, & Waivers. This documentation effort will include preparing up to 2 deviations / exceptions & one supporting estimate.

Deliverables

- § PDC Form

Activity: 1Z4 - HOLD RIGHT-OF-WAY STRATEGY MEETING

1Z4 Hold Right-of-Way Strategy Meeting

The purpose of this meeting is 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 all ROW.

Deliverables

- § ROW parcel priority strategy

Activity: 1V2 - SCOPING MEETING

1V2 Kickoff / Scoping Meeting

The Kickoff / Scoping Meeting will focus on discussing the intent of the project, confirming the project team along with roles / responsibilities, and establishing the project schedule.

Deliverables

- § Meeting Agenda / Notes
- § Project Scope Statement

Activity: 2R1 - MODEL INITIAL ROADWAY DESIGN

2R1 Model Initial Roadway Design

Our team will design the proposed multi-use path and the Cougar Lane striping plan in MicroStation SS4. We will work with Salt Lake County to finalize the full desired cross section, while optimizing the design to minimize tree, utility, and ROW impacts.

Deliverables

- § Roadway Scope Comment Resolutions
- § Preliminary widening roadway design
- § Roadway Cost Estimate

Activity: 2U1 - UTILITY & RAILROAD IDENTIFICATION

2U1 Utility Identification

We will begin this activity as soon as possible. Early utility identification and coordination are critical to the success of the project. WCG will gather utility maps for the entire project limits along the corridor and refine utility location estimations based on survey components (i.e. manholes, valves, pedestals, etc.). No additional utility mapping, research, or investigations are anticipated with this task.

Deliverables

- § Utility Companies Contact List
- § QL-D/C Utility Mapping

Activity: 2Y1 - PREPARE/COMPILE GEOMETRY REVIEW PACKAGE

2Y1 Prepare/Compile Geometry Review Package

Compile comment resolutions, project cost estimate, and all discipline review materials to produce the Geometry Review Package. Complete milestone quality control / quality assurance reviews.

Deliverables

- § QC Redlines and Checklists
- § Comment Resolution Form
- § Geometry Review Package

Activity: 2V1 - GEOMETRY REVIEW MEETING

2V1 Geometry Review Meeting

The Geometry Review is first review of all major roadway, utility, and ROW designs. The meeting should include reviews to determine available funding and consistency, accuracy, and constructability within the project scope. It is assumed that the review period will be two weeks.

Deliverables

- § Meeting Agenda
- § Distributed Review Material
- § Meeting Notes
- § Comment Resolution Form
- § Engineers Estimate

Activity: 3R1 - COMPLETE ROADWAY DESIGN

3R1 Complete Roadway Design

Our team will finalize the roadway model and design. Modify the design based on reviewer comments and continued coordination with project team members. Modify the design as necessary to include other discipline needs such as utilities and signs. Create preliminary roadway plan sheets.

Deliverables

- § Roadway Comment Resolutions
- § Front Sheets (1-x sheets, Cross Reference, etc.)
- § Preliminary Typical Section Plan Sheets
- § Preliminary Roadway Plan Sheets
- § Design Exceptions, Waivers, and Deviation from Standards Forms (if necessary)
- § Roadway Cost Estimate

Activity: 3R2 - COMPLETE SIGNING AND STRIPING DESIGN

3R2 Complete Signing and Striping Design

Our team will use the roadway model as a guide, develop the signing and striping design for the project. Develop preliminary signing and striping plan sheets.

Deliverables

- § Preliminary Signing and Striping Plan Sheets
- § Signing and Striping Cost Estimates

Activity: 3U4 - COMPLETE UTILITY AND RAILROAD DESIGNS

3U4 Complete Utility and Railroad Designs

WCG will prepare utility sheets based on the facilities located during the 2U1 activity.

- § Preliminary Signing and Striping Plan Sheets

Activity: 3Y1 - PREPARE/COMPILE PLAN-IN-HAND REVIEW PACKAGE

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

Compile comment resolutions, project cost estimate, and all discipline review materials to produce the Plan-in-Hand Review Package. Complete milestone quality control / quality assurance reviews.

Deliverables

- § QC Redlines and Checklists
- § Comment Resolution Form
- § Plan-in-Hand Review Package

Activity: 3V1 - PLAN-IN-HAND REVIEW MEETING

3V1 Plan-in-Hand Review Meeting

The plan-in-hand review is for the final review of all major roadway, utility, and ROW designs, which should be complete. The meeting should include reviews to determine available funding and consistency, accuracy, and constructability within the project scope. It is assumed that the review period will be two weeks.

Deliverables

- § Meeting Agenda
- § Distributed Review Material
- § Meeting Notes
- § Comment Resolution Form
- § Engineers Estimate

Activity: 4R1 - COMPLETE ROADWAY PLANS & DOCUMENTS

4R1 Complete Roadway Plans & Documents

Following UDOT Plan Sheet Development Standards, complete the roadway plan sheets and create roadway plan summaries, details, and additional plan sheets. Prepare and assemble roadway project documents. Finalize roadway cost estimate.

Deliverables

- § Roadway Comment Resolutions
- § Front Sheets (1-x sheets, Horizontal Control, Cross Reference, Details, Summaries, etc.)
- § Roadway Plan and Profile Sheets
- § Roadway Project Documents (i.e. spec book, Measurement & Payment, project specific specifications, etc.)
- § Roadway Cost Estimate

Activity: 4R2 - COMPLETE SIGNING AND STRIPING PLANS & DOCUMENTS

4R2 Complete Signing and Striping Plans & Documents

Following UDOT CADD and Plan Sheet Standards, 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, acceptance and documentation, and final cost estimate.

Deliverables

- § Maintenance of Traffic (MOT)
- § Signing and Striping Comment Resolutions
- § Signing and Striping Plan Sheets
- § Signing and Striping Cost Estimate
- § Signing and Striping Project Documents

Activity: 4U3 - COMPLETE UTILITY & RAILROAD PLANS & DOCUMENTS

4U3 Complete Utility Plans and Documents

Complete utility plans and documents that detail utility location and relocation information (for the Contractor's, not the utility companies, purposes).

Deliverables

- § Utility Relocation Comment Resolutions
- § Utility Relocation Plan Sheets
- § Utility Relocation Project Documents

Activity: 4Y1 - PREPARE/COMPILE PS&E REVIEW PACKAGE

4Y1 Prepare/Compile PS&E Review Package

Compile comment resolutions, project cost estimate, and all discipline review materials to produce the PS&E Review Package. Complete milestone quality control / quality assurance reviews.

Deliverables

- § QC Redlines & Checklists
- § Comment Resolution Form
- § Plan Set Sheets
- § Project Cost Estimate
- § Special Provisions
- § PS&E Review Package

Activity: 4V1 - PLANS, SPECIFICATIONS & ESTIMATE (PS&E) REVIEW MEETING

4V1 PS&E Review Meeting

The purpose of this activity is to ensure 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

- § Meeting Agenda
- § Distributed Review Material
- § Meeting Notes
- § Comment Resolution Form

Activity: 5V1 - COMMENT RESOLUTION REVIEW MEETING

5V1 Comment Resolution Review Meeting

This meeting is to review the final comment resolution form. At the completion of this activity, all comment resolutions are to be accepted by the respective reviewer. No review of the plans is anticipated other than spot checks of proper comment incorporation.

Deliverables

- § Revised Comment Resolution Form (if needed)
- § Revised Plan Sheets and Documents (as needed)
- § QC Cover Sheets

Activity: 5Y1 - INCORPORATE PS&E REVIEW COMMENTS

5Y1 Incorporate PS&E Review Comments

Make revisions based on comments made during PS&E Review (4V1).

Deliverables

- § Final Disposition Review Comment Resolution Form
- § QC Cover Sheets
- § Final Plan Set & Project Documents Package

Activity: 5Z1 - PROJECT MANAGEMENT

5Z1 Project Management

The purpose of this activity is for project management over the course of the project. This includes:

Deliverables

- § Coordinate WCG internal staff
- § Bi-weekly team meetings with Riverton & UDOT
 - o Will be held electronically as much as possible, canceled when not needed, and include only discipline leads needed for relevant discussion / coordination
 - o Will include coordination with the ROW acquisition team
- § Up to 2 property owner meetings
- § Developing & tracking project risks and mitigation strategies
- § Developing & tracking action items and follow up
- § Developing & tracking project decisions
- § ePM Updates (i.e. 505 information)
- § Schedule updates in PMO
- § Invoice preparation

Activity: 5Z2 - PREPARE, SUBMIT & PROCESS FOR ADVERTISEMENT

5Z2 Prepare, Submit, and Process for Advertisement

Prepare project documents for advertisement and submit to UDOT Region 2 for final review.

Deliverables

- § Complete Advertising Package
 - o Plans
 - o Specifications
 - o Engineer's Estimate

Activity: 4J1 - IDENTIFY RIGHT-OF-WAY NEEDS

4J1 Identify ROW Needs

Following the completion of the roadway modeling, our team will identify easements and acquisitions needed to complete the project.

Activity: 4J2 - DEVELOP RIGHT-OF-WAY PLANS AND DOCUMENTS

4J2 Develop ROW Plans and Documents

These sheets will include the Title sheet, the Total Tract Map (RWTT), the Parcel Summary sheet (RWSM), and Right of Way sheets (RW). Files will adhere to UDOT CADD Standards for levels and styles. The right of way design will follow the requirements and recommendations in the Department's Right of Way Design Manual. Final plans will be prepared and sealed by a Utah Professional Land Surveyor.

Right of way design and preparation of documents for acquisition will involve up to 3 parcels in 1 submittal. WCG will prepare the summary package including the following documents (uploaded to ProjectWise and ePM):

Deliverables

- § RW-53 Summary forms
- § RW-51 Ownership Records forms
- § Deed and Easement Conveyance Instruments
- § Deed Plotter Printouts
- § Copy of Recorded Vesting Deeds
- § ePM Summary
- § Right of Way Exhibit
- § GIS ROW Upload

UDOT CMS Staffing Plan

Contract Number:	NEW	Mod:		Project Number:	F-2146(1)8	PIN:	19679
UDOT Primary Contact:	Rebecka Stromness						
PIN Description:	Cougar Lane; Niagara Way to Kearns High Drive						

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date	Key
NUESMEYER, RYAN	PROJECT MANAGER	MS	UT-5170810-2202	160	\$82.99	\$82.99	NTP	Y
LEHMAN, DAVE	QC ENGINEER	MASTER IN CIVIL ENGINEERING	UT-8002197-2202	57	\$77.15	\$77.15	NTP	
LARSON, CHAD	PROJECT ENGINEER	BS	UT-10640512-2202	261	\$69.76	\$69.76	NTP	
WILLIAMS, DARREN	SURVEY / ROW LEAD	COLLEGE	UT-4975981	30	\$67.70	\$67.70	NTP	Y
WILLIAMS, BEN	UTILITIES ENGINEER	BS	UT-5571257-2202	69	\$64.83	\$64.83	NTP	
TURNER, KYLE	SURVEYOR			16	\$61.55	\$61.55	NTP	
RODRIGUEZ, CRISTINA	DESIGN ENGINEER	BS	UT-11364574-2202	179	\$59.91	\$59.91	NTP	
CHIPMAN, ANDY	SURVEYOR	BS	UT-11567230-2201	24	\$49.24	\$49.24	NTP	
YOUNG, ANDREW	EIT	BS		176	\$48.42	\$48.42	NTP	
MOORE, ROD	CADD TECH & DRONE PILOT	BS		64	\$45.14	\$45.14	NTP	
ADAMS, RILEY	SURVEYOR			24	\$45.14	\$45.14	NTP	
MAXFIELD, SHEA	ADMIN ASST			30	\$32.83	\$32.83	NTP	
MEIBOS, BRYANT	SURVEYTECH			24	\$28.72	\$28.72	NTP	
Total Hours for WCEC ENGINEERS, INC. DBA WALL CONSULTANT GROUP:				1,114				

UDOT CMS Staffing Plan

Contract Number:	NEW	Mod:		Project Number:	F-2146(1)8	PIN:	19679
UDOT Primary Contact:	Rebecka Stromness						
PIN Description:	Cougar Lane; Niagara Way to Kearns High Drive						

Alternate Staff								
Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date	Key
ALBRECHT, BRYCE	PROJECT ENGINEER	MS	UT-9634580-2202	0	\$69.76	\$69.76	NTP	
BEENE, ANDREW	DESIGN ENGINEER	BS		0	\$57.45	\$57.45	NTP	
HULSE, MAREN	EIT	BS		0	\$40.62	\$40.62	NTP	
WALL, ZACH	INTERN			0	\$29.03	\$29.03	NTP	

ID	Activity No	Task Name	Duration	Start	Finish	3, '24 18	Oct 8, '24 3	Oct 18, '24 18	Nov 2, '24 2	Nov 12, '24 17	Dec 17, '24 2	Dec 17, '24 1	Jan 21, '25 16	Jan 31, '25 31	Feb 15, '25 15	Feb 25, '25 1	Mar 16, '25 16	Mar 31, '25 31	May 5, '25 15	May 30, '25 30	Jun 9, '24 14	Jun 29, '24 29	Jul 14, '24 14	Jul 29, '24 29	Aug 13, '24 13	Aug 28, '24 12	Sep 22, '24 27	Sep 27, '24 12	Oct 27, '24 27	Oct 27, '24 11	Dec 1, '25 26	Dec 1, '25 11	Dec 26, '25 26		
0	U	R2 - PIN19679 - Cougar Lane; Niagra Way to Kearns High Drive	331 days	Fri 8/4/23	Wed 11/27/24																														
2	1Z2	Obtain Consultants	50 days	Fri 8/4/23	Mon 10/16/23																														
3	1B1	Develop Base Mapping/Existing Surface	15 days	Tue 10/17/23	Mon 11/6/23																														
6	2U1	Utility Identification	25 days	Tue 10/17/23	Mon 11/20/23																														
14	1V2	Kickoff / Scoping Meeting	1 day	Tue 11/21/23	Tue 11/21/23																														
15		Field Visit	1 day	Wed 11/22/23	Wed 11/22/23																														
16	MS1	SCOPING COMPLETE	0 days	Wed 11/22/23	Wed 11/22/23																														
19	2R1	Model Initial Roadway Design	15 days	Tue 11/7/23	Tue 11/28/23																														
22	2Y1	Prepare, Compile, and Distribute Geometry Review Package	5 days	Wed 11/29/23	Tue 12/5/23																														
23	2Y1	Geometry Package Review	10 days	Wed 12/6/23	Tue 12/19/23																														
24	2V1	Geometry Review Meeting	1 day	Wed 12/20/23	Wed 12/20/23																														
25	1Z4	Hold Right-of-Way Strategy Meeting	1 day	Fri 1/5/24	Fri 1/5/24																														
27	MS2	GEOMETRY REVIEW COMPLETE	0 days	Wed 12/20/23	Wed 12/20/23																														
30	1Y1	Develop Project Design Criteria (PDC)	15 days	Thu 12/21/23	Fri 1/12/24																														
32	3R1	Complete Roadway Design	15 days	Thu 12/21/23	Fri 1/12/24																														
33	3R2	Complete Signing and Striping Design	10 days	Tue 1/16/24	Mon 1/29/24																														
42	3U4	Complete Utility Designs	10 days	Thu 12/21/23	Fri 1/5/24																														
46	3Y1	Prepare, Compile, and Distribute Plan-in-Hand Review Package	10 days	Tue 1/30/24	Mon 2/12/24																														
47	3Y1	Plan-In-Hand Package Review	10 days	Tue 2/13/24	Tue 2/27/24																														
49	3V1	Plan-In-Hand Review Meeting	1 day	Wed 2/28/24	Wed 2/28/24																														
50	MS3	PLAN-IN-HAND COMPLETE	0 days	Wed 2/28/24	Wed 2/28/24																														
55	4R1	Complete Roadway Plans & Documents	20 days	Thu 2/29/24	Wed 3/27/24																														
56	4R2	Complete Signing and Striping Plans & Documents	15 days	Thu 3/21/24	Wed 4/10/24																														
60	4U3	Complete Utility Plans and Documents	15 days	Thu 2/29/24	Wed 3/20/24																														

Project: R2 - PIN19679 - Cougar Lane; Niagra Way to Kearns High Drive
Date: Tue 9/19/23

Milestone

Project Summary

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

◆

▬

▬

▬

▬

▬

▬

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Task

Critical

┌

┐

▬

◆

↓

▬

▬

Manual Progress

Late Non-Critical Tasks

Late Critical Tasks

Inactive Task

Baseline

Baseline Milestone

Baseline Summary

▬

▬

▬

▬

▬

◆

▬

Progress

Summary

Split

Critical Split

▬

▬

▬

▬

▬

▬

▬

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 C.F.R. Part 200 Subpart E Cost Principles and 48 C.F.R. Part 31 Federal Acquisition Regulations (FAR) in compliance with 23 USC § 112(b)(2)(B), as modified by Utah State law, administrative rules, regulations, or contract provisions.

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

- (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 121.56% 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 reproduction, telephone, equipment, supplies and fees of outside CONSULTANTS or sub-consultants will be reimbursed at actual costs.
- (c) If necessary and DEPARTMENT approved, any additional direct travel or lodging expenses incurred in fulfilling the terms of this contract will be reimbursed at actual costs up to the Government Services Administration (GSA) maximum allowed travel rates.
- (d) If the CONSULTANT'S normal accounting practice is to include costs in (b) and (c) above as indirect expenses, then this contract will be consistent with that practice. These types of costs must be disclosed as part of the CONSULTANT's accounting practices and in conformance to Federal Cost Principles.
- (e) The fixed fee has been determined and agreed upon as 10.50% of the combined estimated direct labor and the Overhead amount, which represents the CONSULTANT'S profit of \$16,155.88. The fixed fee percentage is not a floating percent and should not be billed as a percent of labor. The CONSULTANT will prorate the fixed fee payment and invoice in proportion to the percentage of work completed. If the CONSULTANT has satisfactorily completed the services in ATTACHMENT C, any portion of the fixed fee payment not previously paid in the periodic payment may be invoiced in the final payment request.
- (f) Guest meals (meals paid by a CONSULTANT or a CONSULTANT's employee for someone other than his/her self) will not be eligible for reimbursement unless previously approved in writing by the DEPARTMENT Project Manager.

2. **MODIFICATIONS:** In the event the LOCAL AUTHORITY requires changes of services which materially affect the scope or work plan a contract modification for a change in compensation and/or time for completion must be entered into by the parties hereto prior to making such change. Any such work done without prior LOCAL AUTHORITY and the DEPARTMENT agreement must 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 invoice the LOCAL AUTHORITY and DEPARTMENT using the actual Wage Rates, FIXED Overhead Rate, prorated Fixed Fee amount, and any additional Direct Costs. 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 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 C.F.R. § 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.

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 Consultant Project Evaluation form has been completed by the LOCAL AUTHORITY and the DEPARTMENT'S Project Manager.

The DEPARTMENT'S Comptroller's Office has 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 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 must not exceed **\$176,813.88**. Contract overruns will not be paid.
7. **COST PROPOSAL:** The Cost Proposal for the CONSULTANT and/or sub-consultant, if applicable, may be found in the following pages of Attachment D of this contract.

UDOT CMS Cost Proposal

Contract Number:	NEW	Mod:		Project Number:	F-2146(1)8	PIN:	19679
UDOT Primary Contact:	Rebecka Stromness						
PIN Description:	Cougar Lane; Niagara Way to Kearns High Drive						

Labor Costs				
Employee Name	Contract Job Title	Hours	Proposal Rate	Labor Cost
ADAMS, RILEY	SURVEYOR	24	\$45.14	\$1,083.36
CHIPMAN, ANDY	SURVEYOR	24	\$49.24	\$1,181.76
LARSON, CHAD	PROJECT ENGINEER	261	\$69.76	\$18,207.36
LEHMAN, DAVE	QC ENGINEER	57	\$77.15	\$4,397.55
MAXFIELD, SHEA	ADMIN ASST	30	\$32.83	\$984.90
MEIBOS, BRYANT	SURVEYTECH	24	\$28.72	\$689.28
MOORE, ROD	CADD TECH & DRONE PILOT	64	\$45.14	\$2,888.96
NUESMEYER, RYAN	PROJECT MANAGER	160	\$82.99	\$13,278.40
RODRIGUEZ, CRISTINA	DESIGN ENGINEER	179	\$59.91	\$10,723.89
TURNER, KYLE	SURVEYOR	16	\$61.55	\$984.80
WILLIAMS, BEN	UTILITIES ENGINEER	69	\$64.83	\$4,473.27
WILLIAMS, DARREN	SURVEY / ROW LEAD	30	\$67.70	\$2,031.00
YOUNG, ANDREW	EIT	176	\$48.42	\$8,521.92
Total Hours:		1,114		
Total Direct Labor:				\$69,446.45
Overhead:			121.56%	\$84,419.05
Total Direct Labor plus Overhead:				\$153,865.50
Fixed Fee:			10.50%	\$16,155.88
Burdened Labor Cost:				\$170,021.38
Other Direct Charges				
ODC Item	Unit of Measure	Qty	Item Cost	Extended Cost
JAN 2023	MILE	3,500.0	\$.655	\$2,292.50
Total Other Direct Charges:				\$2,292.50
Contracted Labor				
Contracted Labor Sub	Unit of Measure	Qty	Item Cost	Extended Cost
E S I ENGINEERING, INC.	EACH	3.0	\$1,500.000	\$4,500.00
Total Contracted Labor Charges:				\$4,500.00
Total Contract Cost:				\$176,813.88

UDOT CMS Hours Derivation

Contract Number:	NEW	Mod:		Project Number:	F-2146(1)8	PIN:	19679
UDOT Primary Contact:	Rebecka Stromness						
PIN Description:	Cougar Lane; Niagara Way to Kearns High Drive						

Employee Name	1B1	1Y1	1Z4	1V2	2R1	2U1	2Y1	2V1	3R1	3R2	3U4	3Y1	3V1	4R1	4R2	
NUESMEYER, RYAN	0	0	1	1	8	0	4	2	12	0	0	8	3	12	0	
LEHMAN, DAVE	0	0	0	0	0	0	8	0	0	0	0	16	0	0	0	
LARSON, CHAD	1	8	1	1	32	0	4	2	56	8	0	8	3	72	16	
WILLIAMS, DARREN	9	0	1	0	0	0	0	0	0	0	0	0	0	0	0	
WILLIAMS, BEN	0	0	0	1	0	16	2	2	0	0	12	4	3	0	0	
TURNER, KYLE	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
RODRIGUEZ, CRISTINA	0	4	0	1	24	0	2	2	24	16	0	4	3	40	24	
CHIPMAN, ANDY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
YOUNG, ANDREW	0	0	0	0	0	12	4	0	0	24	24	8	0	0	40	
MOORE, ROD	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
ADAMS, RILEY	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
MAXFIELD, SHEA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
MEIBOS, BRYANT	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

UDOT CMS Hours Derivation

Contract Number:	NEW	Mod:		Project Number:	F-2146(1)8	PIN:	19679
UDOT Primary Contact:	Rebecka Stromness						
PIN Description:	Cougar Lane; Niagara Way to Kearns High Drive						

Employee Name	4U3	4Y1	4V1	5V1	5Y1	5Z1	5Z2	4J1	4J2							Total
NUESMEYER, RYAN	0	12	4	1	4	80	8	0	0							160
LEHMAN, DAVE	0	24	0	0	6	0	3	0	0							57
LARSON, CHAD	0	12	4	1	12	0	16	4	0							261
WILLIAMS, DARREN	0	0	0	0	0	0	0	4	16							30
WILLIAMS, BEN	16	6	4	1	2	0	0	0	0							69
TURNER, KYLE	0	0	0	0	0	0	0	0	0							16
RODRIGUEZ, CRISTINA	0	6	4	1	16	0	8	0	0							179
CHIPMAN, ANDY	0	0	0	0	0	0	0	0	24							24
YOUNG, ANDREW	32	12	0	0	8	0	12	0	0							176
MOORE, ROD	0	0	0	0	0	0	0	0	40							64
ADAMS, RILEY	0	0	0	0	0	0	0	0	0							24
MAXFIELD, SHEA	0	0	0	0	0	30	0	0	0							30
MEIBOS, BRYANT	0	0	0	0	0	0	0	0	0							24

UDOT CMS Hours Derivation

Contract Number:	NEW	Mod:		Project Number:	F-2146(1)8	PIN:	19679
UDOT Primary Contact:	Rebecka Stromness						
PIN Description:	Cougar Lane; Niagara Way to Kearns High Drive						

	1B1	1Y1	1Z4	1V2	2R1	2U1	2Y1	2V1	3R1	3R2	3U4	3Y1	3V1	4R1	4R2	
Firm Activity Totals:	98	12	3	4	64	28	24	8	92	48	36	48	12	124	80	
	4U3	4Y1	4V1	5V1	5Y1	5Z1	5Z2	4J1	4J2							Total
Firm Activity Totals:	48	72	16	4	48	110	47	8	80							1,114
	1B1	1Y1	1Z4	1V2	2R1	2U1	2Y1	2V1	3R1	3R2	3U4	3Y1	3V1	4R1	4R2	
Transaction Activity Totals:	98	12	3	4	64	28	24	8	92	48	36	48	12	124	80	
	4U3	4Y1	4V1	5V1	5Y1	5Z1	5Z2	4J1	4J2							Total
Transaction Activity Totals:	48	72	16	4	48	110	47	8	80							1,114

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 must 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	Full Coverage Exception	Aggregate Coverage Exception	Expiration Date	Insurance Carrier	Policy Number	Each Occurrence Limit	General Aggregate Limit	Additional Endorsement
AUTOMOBILE LIABILITY	N	N	8/4/2024	STATE AUTO INSURANCE	100 340 16 CA	\$1,000,000	\$0	Y
EXCESS/UMBRELLA LIABILITY	N	N	10/30/2023	STATE AUTO INSURANCE	101 018 22 CU	\$1,000,000	\$1,000,000	N
GENERAL LIABILITY	N	N	10/30/2023	STATE AUTO INSURANCE	101 018 20 CB	\$2,000,000	\$4,000,000	Y
PROFESSIONAL LIABILITY	N	N	10/30/2023	HISCOX	ANE 236 074 220	\$3,000,000	\$4,000,000	N
WORKERS COMPENSATION	N	N	1/1/2024	THE HARTFORD	34 WECA U9 E35	\$1,000,000	\$0	N