

**REQUEST FOR COUNCIL ACTION**

**SUBJECT:** 9000 South, 4800 – 5300 West Roadway Reconstruction Project (Project No. F-LC35(244))

**SUMMARY:** Approve a Local Government Contract between the Utah Department of Transportation (UDOT), West Jordan City and Project Engineering Consultants (PEC) for pre-construction engineering services, for the reconstruction of 9000 South from 4800 West to 5300 West project, in an amount not to exceed \$118,374.84.

**FISCAL IMPACT:** The estimated total cost of the preconstruction engineering is \$118,374.84; the City is responsible for 6.77% or \$8,014.00. Funds are available in the Capital Roads Account.

**STAFF RECOMMENDATION:**  
Staff recommends approval of the Local Government Contract between the UDOT, West Jordan City and PEC for pre-construction engineering services, for the reconstruction of 9000 South from 4800 West to 5300 West project, in an amount not to exceed \$118,374.84.

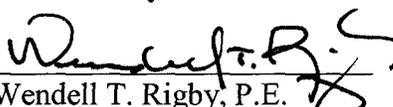
**MOTION RECOMMENDED:**  
"I move to adopt Resolution No. 14-138 authorizing the Mayor to execute Local Government Contract between the UDOT, West Jordan City and PEC for pre-construction engineering services, for the reconstruction of 9000 South from 4800 West to 5300 West project, in an amount not to exceed \$118,374.84.

Roll Call vote required

**Prepared by:**

  
David Murphy, P.E.  
CIP Manager

**Reviewed by:**

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

**Reviewed as to Legal Sufficiency:**

  
Jeffery Robinson  
City Attorney

**Recommended by:**

  
Richard L. Davis  
City Manager

## **BACKGROUND DISCUSSION:**

In 2013, Capital Facilities Group staff applied for funding through the Wasatch Front Regional Council (WFRC) Transportation Advisory Committee (TAC) process for the reconstruction of 9000 South from 4800 West to 5300 West. The City is in the process of complying with the environmental clearances necessary to qualify for the full \$3,405,556.00 Federal grant.

The project environmental stage is nearing completion. With this agreement in place, the City can continue to coordinate with the Utah Department of Transportation to complete design work.

This item is a ratification of the UDOT selection process, for which the City is already under contract with the State Department of Transportation through a previously approved Federal Aid agreement. The amount that the City is obligated to pay is 6.77% percent of the total Federal Aid Agreement. For this engineering work, the City is responsible for \$8,014.00.

### **Attachments:**

Resolution

UDOT Local Government Contract

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

**RESOLUTION NO. 14-138**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LOCAL  
GOVERNMENT CONTRACT BETWEEN THE UTAH DEPARTMENT OF  
TRANSPORTATION, THE CITY OF WEST JORDAN AND PROJECT  
ENGINEERING CONSULTANTS, LTD FOR  
THE 9000 SOUTH 4800-5300 WEST PROJECT**

**Whereas**, the City Council of the City of West Jordan has reviewed the attached Local Government Contract between the City of West Jordan, Utah Department of Transportation (UDOT) and Project Engineering Consultants, Ltd (PEC) (a copy of which is attached as **Exhibit A**) for the 9000 South 4800-5300 West Project, in an amount not-to-exceed \$118,374.84; and

Whereas, the proposed contract between the City of West Jordan, UDOT and PEC for the 9000 South 4800-5300 West Project, in an amount not-to-exceed \$118,374.84 has been reviewed; and

Whereas, the City Council of the City of West Jordan has determined that the attached Local Government Contract with UDOT and PEC in an amount not-to-exceed \$118,374.84 is acceptable for the purpose of completing the 9000 South 4800-5300 West Project.

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

Section 1.                   After approval as to legal form by the City Attorney, the Mayor is hereby authorized and directed to execute the Local Government Contract between the City of West Jordan, UDOT and PEC for the 9000 South 4800-5300 West Project., in an amount not-to-exceed \$118,374.84.

Section 2.                   This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 30<sup>th</sup> day of July 2014.

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Kim V. Rolfe  
Mayor

ATTEST:

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Melanie S. Briggs, MMC  
City Clerk

RESOLUTION NO. 14-138

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LOCAL  
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TRANSPORTATION, THE CITY OF WEST JORDAN AND PROJECT  
ENGINEERING CONSULTANTS, LTD FOR  
THE 9000 SOUTH 4800-5300 WEST PROJECT**

Voting by the City Council

"AYE"

"NAY"

Jeff Haaga

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\_\_\_\_\_

Judy Hansen

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Chris McConnehey

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Chad Nichols

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Ben Southworth

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Justin D. Stoker

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Mayor Kim V. Rolfe

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LOCAL GOVERNMENT CONTRACT



STATE OF UTAH
LOCAL GOVERNMENT
ENGINEERING SERVICES
2013-2016 LG POOL (DIRECT SELECT)
COST PLUS FIXED FEE

CONTRACT NO.
EFFECTIVE DATE
TRACKING NO.

Project No.: F-LC35(244)
PIN Description: 9000 South; 4800 West to 5300 West
FINET Prog No.: 5409415D
PIN No.: 11989
Work Discipline: Preconstruction Engineering

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

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

Legal Status of Consultant: For Profit Corporation

Fed ID No.: 86-0466210

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

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

3. PROJECT/CONTRACT PERIOD: The project/contract will terminate May 27, 2015, 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 \$118,374.84 for costs authorized by this Contract as further described in Attachment D.

5. ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:

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

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

CONSULTANT - Project Engineering Consultants, Ltd

LOCAL AUTHORITY - West Jordan City

By: [Signature] 7-7-14
Title: CEO Date

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

UTAH DEPARTMENT OF TRANSPORTATION

DEPARTMENT Comptroller's Office

By: [Signature] 7-1-14
Title: Engineer for Preconstruction Date

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

APPROVED AS TO LEGAL FORM
West Jordan City Attorney

[Signature] Date: 7-15-14

**CERTIFICATION OF CONSULTANT**

I hereby certify that I, Gary Horton, am a duly authorized representative of Project Engineering Consultants, Ltd and that neither I nor the above CONSULTANT I hereby represent has:

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

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

7-7-14 \_\_\_\_\_  
 Date CONSULTANT Signature/Title

**CERTIFICATION OF LOCAL AUTHORITY**

I hereby certify that I am the \_\_\_\_\_ of West Jordan City and that the above CONSULTANT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to:

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

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

\_\_\_\_\_ West Jordan City Signature  
 Date

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

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in Sections 27-12-21, 107 and 108; and 63-56 U.C.A. 1953, as amended, and the Utah State Procurement Regulations, which authorizes the LOCAL AUTHORITY and/or the DEPARTMENT to make purchases in accordance with said laws and regulations.
2. **CONTRACT JURISDICTION AND COMPLIANCE WITH LAWS:** The provisions of this contract shall be governed by the laws of the State of Utah. Also, the CONSULTANT and those engaged by the CONSULTANT shall comply with all Federal, State and local laws, regulations and other legally binding requirements that pertain to the services provided under this contract. Proof of the CONSULTANT'S compliance with licensing requirements shall be furnished to the LOCAL AUTHORITY and/or the DEPARTMENT upon request.
3. **RECORDS ADMINISTRATION:** The CONSULTANT shall maintain all books, papers, documents, accounting records and other evidence to support costs billed for under this contract. These records shall be retained by the CONSULTANT for a period of at least four (4) years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. These records shall be made available at all reasonable times during the four year period for audit and inspection by the LOCAL AUTHORITY and/or the DEPARTMENT and other authorized State and Federal auditors. The CONSULTANT'S records supporting the cost proposal shall also be retained and made available for review by authorized Federal or State staff. Copies of requested records shall be furnished to the LOCAL AUTHORITY and/or the DEPARTMENT upon request.
4. **CONFLICT OF INTEREST:** The CONSULTANT certifies that none of its officers or employees are officers or employees of the State of Utah unless disclosure has been made in accordance with Section 67-16-8, U.C.A. 1953, as amended. The CONSULTANT certifies that no engineer, attorney, appraiser, inspector, surveyor or survey crew, or other person performing services for the CONSULTANT has, directly or indirectly, a financial or other personal interest, other than his employment or retention by the LOCAL AUTHORITY and/or the DEPARTMENT, in any contract or subcontract in connection with this project (Reference 23 CFR § 1.33). An example of this situation would be the CONSULTANT subcontracts with the Contractor to perform survey work while contracted by the LOCAL AUTHORITY and/or the DEPARTMENT to perform construction engineering management services for the same project.  
  
The CONSULTANT further warrants that it has no financial or other interest in the outcome of the work performed under the contract. Examples of this situation would be a Consultant who owns land, options to buy land, or some business enterprise that would be financially enhanced or diminished by any project alternatives.
5. **EMPLOYMENT OF DEPARTMENT EMPLOYEES:** The CONSULTANT agrees not to engage in any way the services on this contract of any present or former Utah Department of Transportation employee who was involved as a decision maker in the selection or approval processes or who negotiated and/or approved billings or contract modification for this contract.
6. **CONSULTANT, AN INDEPENDENT CONTRACTOR:** The CONSULTANT shall be an independent contractor, and as such, shall have no authority, express or implied to bind the LOCAL AUTHORITY and/or the DEPARTMENT to any agreement, settlement, liability, or understanding whatsoever; and agrees not to perform any acts as agent for the LOCAL AUTHORITY, except as specifically authorized and set forth herein. Persons employed by the LOCAL AUTHORITY and acting under the direction of the LOCAL AUTHORITY shall not be deemed to be employees or agents of the CONSULTANT. Compensation provided to the CONSULTANT herein shall be the total compensation payable hereunder by the LOCAL AUTHORITY.
7. **INDEMNITY - LIABILITY:** The CONSULTANT shall hold harmless and indemnify the DEPARTMENT and the LOCAL AUTHORITY, their officers, agents and employees from and against any and all claims, suits and cost, including attorneys fees, for injury or damage of any kind to the extent arising out of the

negligent acts, wrongful acts, errors, or omissions of the CONSULTANT, or its subconsultants when acting within the scope of their subcontract, or their respective agents, employees or representatives.

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

8. **SEPARABILITY:** The declaration by any court, or other binding legal source, that any provision of this contract is illegal and void and shall not affect the legality and enforceability of any other provision of this contract, unless said provisions are mutually dependent.
9. **LIABILITY INSURANCE:** Services to be provided by the CONSULTANT under this contract are required to be covered by insurance. The CONSULTANT shall furnish the LOCAL AUTHORITY and the DEPARTMENT a Certificate of Insurance applying to this contract for each type of insurance required, to be approved by the DEPARTMENT and the LOCAL AUTHORITY, before the CONSULTANT begins work under this contract. The CONSULTANT'S insurer must be authorized to do business in Utah and must meet the specified A.M. Best rating or better at the time this contract is executed. The following insurance shall be maintained in force until all activities which are required by this contract or as changed by contract modification are completed and accepted by the LOCAL AUTHORITY and the DEPARTMENT:
- (a) General Liability and Automobile Liability insurance with a limit of not less than \$1,000,000 per occurrence and not less than \$2,000,000 aggregate and having an A.M. Best rating of A-class VIII or better. The limit if different for this contract will be as designated in Attachment C to this contract. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate.
- The CONSULTANT represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered.
- (b) Architect and/or Engineers Professional Liability (errors and omissions) insurance having an A.M. Best rating of A-class VIII or better, is required at the coverage amount of \$1,000,000 per claim and \$2,000,000 aggregate. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. The CONSULTANT represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered (on construction contracts or modifications for construction management the insurance, shall remain in effect for one (1) year after completion of the project).
- (c) Valuable Papers & Records Coverage and/or Electronic Data Processing (Data and Media) Coverage for the physical loss or destruction of the work product including drawings, plans, specifications and electronic data and media. Such insurance shall be of a sufficient limit to protect the CONSULTANT, its sub-consultants, the LOCAL AUTHORITY, and the DEPARTMENT from the loss of said information.
- (d) Aircraft Liability in the amount of \$1,000,000 per occurrence if aircraft are utilized in connection with this contract.
- (e) The CONSULTANT shall provide evidence that his employees and sub-consultant employees are covered by Workers Compensation. If they are covered by Workers Compensation Fund of Utah, then the A.M. Best rating is not required in this area.
- (f) The CONSULTANT shall require the insurance company that issues the Certificates of Insurance for the evidence of the required insurance coverage to endeavor to provide the DEPARTMENT and the LOCAL AUTHORITY with 30 days written notice in the event that coverage is canceled before the policy expiration date stated in the Certificate. The CONSULTANT further agrees to

provide the DEPARTMENT and the LOCAL AUTHORITY with 30 days written notice prior to making an alternation or material change to the required insurance coverage.

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

- 10. HEALTH INSURANCE:** The CONSULTANT agrees that if the CONSULTANT has an initial contract of 1.5 million dollars or more, or the contract and modifications are anticipated in good faith to exceed 1.5 million dollars, or the CONSULTANT has a subcontract at any tier that involves a sub-consultant that has an initial subcontract of \$750,000 or more, and/or the CONSULTANT has a subcontract at any tier that is anticipated in good faith to exceed \$750,000; hereby certifies the following.

The CONSULTANT and all applicable sub-consultants have and will maintain an offer of qualified health insurance coverage for their employees, as defined in UCA Section 34A-2-104 for the employees who live and/or work within the State of Utah, along with their dependents, during the duration of the contract. Employee, for purposes of these requirements, shall be no broader than the use of the term employee for purposes of State of Utah Workers' Compensation requirements.

The Executive Director or designee shall have the right to request a recertification by the CONSULTANT by submitting a written request to the CONSULTANT, and the CONSULTANT shall so comply with the written request within ten (10) working days of receipt of the written request; however, in no case may the CONSULTANT be required to demonstrate such compliance more than twice in any 12-month period. The CONSULTANT and all applicable sub-consultants will be subject to all applicable penalties. The CONSULTANT will provide these same requirements in all applicable subcontracts at every tier.

- 11. PROGRESS:** The CONSULTANT shall begin the work required by this contract within one week following official notification by the DEPARTMENT to proceed. The CONSULTANT shall prosecute the work diligently and to the satisfaction of the LOCAL AUTHORITY and the DEPARTMENT. If Federal Funds are used on this contract the work will be subject to periodic review by the Federal Highway Administration.

The CONSULTANT will prepare monthly progress reports following the format established by the LOCAL AUTHORITY and the DEPARTMENT in sufficient detail to document the progress of the work and support the monthly claim for payment. Payments will not be made without a supporting progress report. In addition, the CONSULTANT will update the DEPARTMENT'S "electronic Program Management" (ePM) system bi-weekly to reflect the status of the project.

Progress conferences will be held periodically. The CONSULTANT will prepare and present written information and studies to the LOCAL AUTHORITY and the DEPARTMENT so it may evaluate the features and progress of the work. Any one of the three parties may request a conference; to be held at the office of any, or at a place designated by the LOCAL AUTHORITY or the DEPARTMENT. The conferences shall also include inspection of the CONSULTANT'S services and work products when requested by the LOCAL AUTHORITY or the DEPARTMENT.

The CONSULTANT will be required to perform such additional work as may be necessary to correct errors caused by the CONSULTANT in the work required under the contract without undue delays and without additional cost to the LOCAL AUTHORITY and the DEPARTMENT.

At any time the CONSULTANT determines the contract work cannot be completed within the specified time or budget, the LOCAL AUTHORITY and the DEPARTMENT shall be immediately notified in writing. The LOCAL AUTHORITY and the DEPARTMENT may, at their sole discretion, extend the contract by written modification.

The LOCAL AUTHORITY or the DEPARTMENT may terminate this contract in accordance with termination provisions of this contract including failure of the CONSULTANT to make satisfactory progress of the contract work.

Should the LOCAL AUTHORITY or the DEPARTMENT desire to suspend the work, but not terminate the contract, this will be done by verbal notification followed by written confirmation from the LOCAL AUTHORITY or the DEPARTMENT. The work may be reinstated upon 30 days advance written notice from the LOCAL AUTHORITY or the DEPARTMENT.

Unless extended or terminated in writing, this contract will terminate on the expiration date, or at the end of the specified calendar days.

12. **REVIEW AND INSPECTION OF WORK:** It is expressly understood and agreed that authorized representatives of the LOCAL AUTHORITY, DEPARTMENT and, when Federal Funds are used, the Federal Highway Administration shall have the right to review and inspect the work in process, and the CONSULTANT'S facilities, at any time during normal business hours or by appointment.
13. **NON DISCRIMINATION PROVISIONS:** The CONSULTANT agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35 U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibits discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive order 11375 and as supplemented in Department of Labor Regulations (41CFR Part 60), which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap. The CONSULTANT agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place. Sections 49 CFR 21 through Appendix H and 23 CFR 710.405(b) are applicable by reference in all contracts and subcontracts financed in whole or in part with Federal-aid highway funds. The CONSULTANT further agrees to furnish reports to the LOCAL AUTHORITY and/or the DEPARTMENT upon request for the purpose of determining compliance with these statutes identified in this section. The CONSULTANT shall comply with the Americans With Disabilities Act (ADA).

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

- (a) **Compliance with Regulations:** The CONSULTANT shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the 49 CFR Part 21, and the 23 CFR Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (b) **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, and low income status in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR § 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (c) **Solicitations for Subconsultants, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, and low income status.
- (d) **Information and Reports:** The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the DEPARTMENT to be pertinent to ascertain compliance with such Regulations, orders and

instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the DEPARTMENT, and shall set forth what efforts it has made to obtain the information.

- (e) **Sanctions for Noncompliance:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this contract, the DEPARTMENT shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
  - (1) withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies, and/or
  - (2) cancellation, termination or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any subcontract, or procurement as the DEPARTMENT may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter into such litigation to protect the interests of the DEPARTMENT, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States. *(Provision revised July 29, 2013.)*

#### 14. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY**

**MATTERS:** The CONSULTANT agrees to abide by the requirements of 49 CFR Part 29. By signing this contract the CONSULTANT certifies that to the best of their knowledge and belief that it or its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had civil judgment against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in subparagraph 14(b) of this certification; and
- (d) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

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

#### 15. **CERTIFICATION OF COMPLIANCE ON LOBBYING RESTRICTIONS:** The CONSULTANT agrees to conform with the lobbying restrictions established by Section 319 of Public Law 101-121 (Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990) for contracts exceeding \$100,000 in Federal Funds. The CONSULTANT certifies, by signing this contract, to the best of their knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any

Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

16. **CERTIFICATION OF COMPLIANCE ON DRUG AND ALCOHOL TESTING:** The CONSULTANT hereby certifies by executing this Contract, that the CONSULTANT shall comply with all applicable provisions of Rule 916-6 Drug and Alcohol Testing in State Construction Contracts and UCA Section 63G-6-604 throughout the term of this Contract. The CONSULTANT shall provide this requirement in its contracts with subconsultants.
17. **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 Federal Acquisition Regulations (FAR) cost principles as described in the FHWA Order 4470.1A and in the DEPARTMENT Financial Screening Application.
18. **OWNERSHIP OF DOCUMENTS:** All tracings, plans, manuscripts, specifications, data, maps, etc., prepared or obtained by the CONSULTANT, as a result of working on this contract, shall be delivered to and become the property of the LOCAL AUTHORITY. All documents and data pertaining to work required by this contract shall be the property of the LOCAL AUTHORITY and shall be delivered to the LOCAL AUTHORITY within 10 working days after termination of the contract, regardless of the reason for termination; and without restriction or limitation on their further use. Costs of all the above items shall be considered as included in the basic contract compensation for the work as described in ATTACHMENT C.

The CONSULTANT shall not be responsible for another party's application of information contained in the contract documents to other projects, or for uses other than that for which the information was intended. Should patentable discoveries or inventions result from work required by this contract, all rights to them shall be the sole property of the CONSULTANT. Except, the CONSULTANT agrees to grant to the United States Government and the State of Utah a non exclusive, non transferable, paid up, license to use the discovery or invention. The CONSULTANT is permitted to copyright reports and other contract products provided that the LOCAL AUTHORITY, the DEPARTMENT and the Federal Highway Administration have a royalty free, non exclusive, irrevocable right to reproduce, publish, or otherwise use and authorize others to use for governmental purposes.

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

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

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

Claims for services furnished by CONSULTANT, not specifically authorized by this contract or by appropriate modification, shall not be paid by the LOCAL AUTHORITY or the DEPARTMENT. When a contract modification has been agreed to by the parties no claim for the extra work done or material furnished shall be made by the CONSULTANT until the written modification has been fully executed. Any verbal agreements not confirmed in writing are non-binding.

- 25. TERMINATION:** This contract may be terminated as follows:
- (a) Mutual agreement of the parties; in writing and signed by the parties.
  - (b) By either party for failure of the other 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 40, "Duties of the DEPARTMENT". Reasonable allowances will be made for circumstances beyond the control of the CONSULTANT and the LOCAL AUTHORITY or the DEPARTMENT. Written notice of intent to terminate is required and shall specify the reasons supporting termination.
  - (c) By the LOCAL AUTHORITY or the DEPARTMENT for the convenience of the State or the LOCAL AUTHORITY upon written notice to the CONSULTANT.
  - (d) Upon satisfactory completion of required contract services.

On termination of this contract all accounts and payments will be processed in accordance with contract terms. An appraisal of the value of work performed to the date of termination shall be made to establish the amount due to or from the CONSULTANT. If the contract fee type is Cost-Plus-Fixed-Fee-With-Fixed-Total-Additive-Rate and the contract is terminated for reasons other than (d), 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.

- 26. DESIGN/CONSTRUCTION:** The CONSULTANT will utilize all current DEPARTMENT standards and be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT under this contract. The CONSULTANT will, without additional compensation, correct or revise any errors or omissions in its design, drawings, specifications and other services. This contract may remain open for modifications for any unforeseen work that may be deemed necessary by the DEPARTMENT going into the construction phase to accommodate future work by the prime CONSULTANT or sub-consultant. CONSULTANT will perform the services in accordance with the customary standard of professional care.
- 27. ELECTRONIC PLAN ROOM DOCUMENTATION:** All consultants will be expected to adhere to the current DEPARTMENT development standards on the web site. It is the CONSULTANTS responsibility to provide all plans, specifications, surveys, and associated data in the DEPARTMENT acceptable electronic formats on one or more CD's. All project data will be organized in the DEPARTMENT'S project directory structure as specified in the DEPARTMENT'S current CADD Standards. It is the CONSULTANT'S responsibility to be aware of all DEPARTMENT requirements and formats. The DEPARTMENT CADD standards are available at the Engineering Technology Services (ETS) sub-page of the DEPARTMENT website [www.udot.utah.gov/ets](http://www.udot.utah.gov/ets).

Computer Aided Drafting and Design acceptable formats are as follows:

- (a) Drafting: MicroStation Design format (.dgn) by Bentley Systems Inc., version 8.5 or higher.
- (b) Civil Design: InRoads by Bentley Systems Inc. version 8.8 or higher acceptable formats are as follows: Geometry files (.alg), Surface or digital terrain models (.dtm), Template libraries (.itl), and Roadway Designer files (.ird).
- (c) Survey and Photogrammetry: InRoads Survey format (.fwd) by Bentley Systems Inc. version 8.8 or higher. Raw survey files will be in ASCII format, (point number, Northing, Easting, Elevation and code). Survey points will be coded using the DEPARTMENT feature codes located in the DEPARTMENT preference file (.xin) and Raster Images (aerial photos) will be in MicroStation compatible formats. Design and Survey work will adhere to the DEPARTMENT CADD Standards and "Mapping & Aerial Photogrammetry" Guide.
- (d) Plotting: In order for the project to be published into the DEPARTMENT Electronic Plan Room (EPR) system, 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 EPR system. Instructions for preparing this file can be found at the DEPARTMENT Engineering Technology Services (ETS) website as stated above.
- (e) Responsibility: Region Designers/Consultants, Action - When submitting electronic files for advertising, Region or consultant designers must deliver to the DEPARTMENT the design files on CD's 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 format), 4) InRoads alignments (alg), templates (itl), roadway designer files (ird) and preference files (xin), 5) Configuration and resource files including font and linestyle resource files.

- (f) Placement: Action – Project data must be delivered to the DEPARTMENT on CD's in the established project directory structure.

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

Technical and Standards support will be provided to the CONSULTANT through the Engineering Technology Services Group of the Project Development Division at UDOT.

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

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

29. **COST PRINCIPLES:** Regardless of the funding source, the costs allowable for reimbursement will be governed by the Federal Acquisition Regulations, Title 48, Part 31, as modified by Utah State law, administrative rules, and regulations on contract provisions.
30. **RIGHT OF WAY SUBMITTAL REQUIREMENTS:** Submission of right of way acquisition packages are required to follow the *UDOT Right of Way ProjectWise Naming Convention and Attributing Guide*, as amended, which is incorporated herein by this reference. The Guide may be found on the UDOT website [www.udot.utah.gov/go/rowprojectwiseguide](http://www.udot.utah.gov/go/rowprojectwiseguide). (Provision revised September 30, 2013.)
31. **GOVERNMENT RECORDS AND ACCESS MANAGEMENT ACT:** Pursuant to the Government Records Access and Management Act, Title 63G, Chapter 2, Utah Code Annotated, the CONSULTANT understands that if it believes that any records it submits to the DEPARTMENT and/or LOCAL AUTHORITY should be considered confidential for business purposes under Utah Code Ann. §63G-2-309, it must attach written notice of that opinion to the record when it first submits it. The CONSULTANT understands that the DEPARTMENT and/or LOCAL AUTHORITY will not treat any such record as confidential under Section 63G-2-309 absent such written notification. Additionally, the CONSULTANT agrees that neither the State of Utah, the DEPARTMENT and/or LOCAL AUTHORITY, nor any of their agents or employees are responsible for disclosure of any record that the CONSULTANT considers confidential if either the State Records Committee or a court orders it released.
32. **WORK ACCEPTANCE:**
- (a) All work performed under this contract shall be performed in accordance with Standards, Specifications, Manuals of Instruction, Policies and Procedures established by the DEPARTMENT. All work shall be subject to the approval of the LOCAL AUTHORITY and the DEPARTMENT through its designated representatives. When the work is Federally funded, the LOCAL AUTHORITY and the DEPARTMENT will coordinate with the Federal Highway Administration (FHWA) to obtain concurrence in the work.
- (b) **Reviews and Quality Assurance:** All contracts require a quality control / quality assurance plan and checklist. For design projects specifically, the CONSULTANT shall provide a project specific QC/QA plan that meets or exceeds the DEPARTMENT'S standard QC/QA plan located on the DEPARTMENT web page at [www.udot.utah.gov/go/qcqa](http://www.udot.utah.gov/go/qcqa) which is hereby incorporated by reference into this contract. If the CONSULTANT elects to use its own QC/QA plan, that plan shall, as a minimum, contain the requirements of the DEPARTMENT'S plan and be approved by

the DEPARTMENT'S Project Manager. The CONSULTANT will meet all document retention requirements and schedules. (*Provision revised February 12, 2014.*)

33. **GENERAL CONTROL AND INSPECTIONS:** The CONSULTANT shall be represented at progress review meetings as may be scheduled by the LOCAL AUTHORITY and the DEPARTMENT. The CONSULTANT shall accompany LOCAL AUTHORITY and the DEPARTMENT personnel and other representatives on field inspections and at conferences as may be required.
34. **IF THIS CONTRACT IS FOR DESIGN:**
- (a) The design consultant will be retained to answer and clarify any questions on the design during construction. The consultants will be required to include this task in their cost proposal. The Construction Project Engineer will call on the CONSULTANT as he needs him. If the work required from the CONSULTANT is due to errors in the design, the CONSULTANT will not be reimbursed. To enhance the communication between the LOCAL AUTHORITY, the DEPARTMENT and Consultants, the LOCAL AUTHORITY and the DEPARTMENT are requiring that the CONSULTANT attend the following meetings: kickoff meeting, preconstruction meeting, and the final inspection meeting. These meetings should be included in the detail work plan.
  - (b) If the project requires horizontal and vertical control to be established and/or identifying existing surface features to develop a Digital Terrain Model (DTM) for the design of the project, the CONSULTANT will follow the narrative in the *Project Delivery Network* for Task 1B1 Develop Base Mapping/Existing Surface on the UDOT website [www.udot.utah.gov/go/pdnpdn](http://www.udot.utah.gov/go/pdnpdn), which is incorporated herein by this reference. (*Provision revised September 30, 2013.*)
35. **IF THIS CONTRACT IS FOR CONSTRUCTION ENGINEERING MANAGEMENT:**
- (a) **Construction Administration**  
Administration of any construction project delegated to the CONSULTANT. The CONSULTANT will perform activities for Construction Administration as identified and defined in the *UDOT Construction Manual of Instruction*. Deliverables and checklists for the project are based on project specifications. The CONSULTANT is required to comply with DEPARTMENT partnering requirements and oversee contractor participation. This includes but is not limited to attending DEPARTMENT training, leading the partnering effort on the project along with the contractor, participating in weekly updates on the partnering website, and monitoring and measuring partnering on the project. The CONSULTANT is responsible for required documentation for any item addressed in the project specifications and Construction contract. Items will include, but not be limited to, Materials Testing, Materials Certifications, Change Orders, Project and Materials Inspection, Civil Rights requirements, Engineer's Diary, Subcontracts, Payrolls, Meeting Minutes, Project Scheduling and Process Review summaries.
  - (b) **Materials Testing and Inspection**  
The CONSULTANT will perform materials testing and inspection in accordance with the requirements of the project Construction contract. These requirements include the Materials Acceptance and Independent Assurance Programs, as outlined in the *UDOT Materials Manual of Instruction (MOI)*. The Materials Acceptance Program defines requirements for acceptance testing and verification testing. The Independent Assurance Program defines requirements for independent assurance testing, personnel qualifications and laboratory qualifications.
  - (c) **Acceptance Testing/Inspection**  
Acceptance testing/inspection will be performed in accordance with the project specifications and *UDOT Minimum Sampling and Testing Requirements (MS&T)*. Minimum frequencies for materials acceptance testing and inspection are defined in the UDOT MS&T and are the absolute minimum for the identified materials, regardless of special provision requirements.
  - (d) **Independent Assurance Testing**  
Requirements for Independent Assurance testing are outlined in the UDOT Materials MOI and project level requirements will be performed and documented by the CONSULTANT at the project level. Documentation will be provided for IA test results, personnel qualifications and laboratory

qualifications. Documentation for personnel and laboratory qualification will be performed prior to any sampling or testing being performed on the project.

- (e) **Project Inspection**  
Project Inspection is a combination of the presence of the CONSULTANT, and the documentation of the project's daily activities. The CONSULTANT will perform inspection in accordance with project specifications and documentation will include, at a minimum, Inspector's Daily Reports, materials placement inspection reports, project diaries, measurement and payment information, and project visual reviews for items such as traffic control placement and conformance, etc.
- (f) **Project Closeout**  
Project information obtained through contract administration, materials testing and project inspection will be collated and reviewed by the CONSULTANT to assure that all of the necessary documents are present to demonstrate compliance with the plans, specifications and Construction contract. Closeout will be performed in accordance with the comprehensive checklist in the UDOT Construction MOI and will include at a minimum, all C-106 forms, the project C-196 form, all change orders and all administrative requirements, such as payrolls and Civil Rights requirements.
- (g) The DEPARTMENT's Construction Manual of Instruction and Materials Manual of Instruction can be obtained from Central Construction and Materials Division 801-965-4346 or available at the sub-page of the DEPARTMENT website [www.udot.utah.gov/ets](http://www.udot.utah.gov/ets).

**36. INSPECTION OF INTELLIGENT TRANSPORTATION SYSTEMS (ITS) AND ELECTRICAL**

**CONSTRUCTION:** In order to ensure complete impartiality in the performance of construction inspection, any consultant engineering companies who are concurrently performing or bidding on ITS or electrical construction work for the LOCAL AUTHORITY and/or 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 and/or 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 an electrician's license is required. Field work taking place inside an electrical cabinet, or involving low voltage detection or data circuits, will *not* be considered ITS or electrical construction. Diagnosis, testing, calibration, aiming, resplicing, or repair of low voltage detection circuits, fiber-optic cable, or detection equipment will *not* be considered ITS or electrical construction.

Consultant engineering companies who also perform ITS or electrical construction work under contract to LOCAL AUTHORITY and/or 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.

- 37. NO THIRD PARTY BENEFICIARIES:** The parties enter in to this contract for the sole benefit of the parties, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of this contract.
- 38. COORDINATION WITH DEPARTMENT FUNCTIONAL MANAGERS:** In order to ensure programmatic consistency, if the project requires, the CONSULTANT will coordinate decisions with the Region and/or Central Functional Managers in addition to the DEPARTMENT Project Manager. It is important for consultants to seek input into decisions from the technical experts within the DEPARTMENT.
- 39. USE OF STATE SEAL AND UDOT LOGO:** The CONSULTANT will not misrepresent their employees as State of Utah employees. The CONSULTANT will not use the Utah State Seal or UDOT logo on business cards for their employees nor use Utah or UDOT letterhead on correspondence signed by their

employees with the following exception: the CONSULTANT may incorporate the UDOT 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.

**40. DUTIES OF THE LOCAL AUTHORITY AND THE DEPARTMENT:**

- (a) **Guarantee Access:** The LOCAL AUTHORITY and/or the DEPARTMENT shall guarantee access to and make all provisions for the CONSULTANT to enter upon all lands, both public and private which in the judgment of the parties hereto are necessary to carry out such work as may be required.
- (b) **Prompt Consideration:** The LOCAL AUTHORITY and the DEPARTMENT shall give prompt consideration to all reports, plans, proposals and other documents presented by the CONSULTANT.
- (c) **Documents:** The DEPARTMENT shall furnish Standards, Specifications, Manuals of Instruction, Policies and Procedures, and other available information, including any material previously prepared for this work. Specific materials related to this contract that will be furnished by the LOCAL AUTHORITY and the DEPARTMENT.
- (d) **Services:** The LOCAL AUTHORITY and the DEPARTMENT will perform standard services relating to this contract.

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

Provide preliminary engineering design service for the West Jordan City, local government project, on 9000 South between 4800 West and 5300 West. The Scope is full depth pavement reconstruction, restoring existing pavement markings and maintains existing curb, gutter and sidewalks. Produce a plan set and specification set following all current UDOT rules, regulations and standards, for bidding purposes. Conduct all milestones and weekly progress meeting. Also provide survey, utility relocation design and pavement design coordination.

**2. SCOPE DOCUMENTS:**

Following are the scope items contained in this attachment pages 2 through 20:

- (a) Approval Memo
  - (b) Executive Summary
  - (c) Detailed Work Plan
  - (d) Personnel/Staffing Plan
  - (e) Schedule
- (1) Completion: All work shall begin within seven (7) days of notice to proceed and shall be completed by May 27, 2015.
  - (2) Project/Contract Period: The project/contract will terminate May 27, 2015, unless otherwise extended or canceled in accordance with the terms and conditions of this contract. If additional time is required beyond the project completion date, the CONSULTANT shall submit a "Contract Time Extension Modification" to the LOCAL AUTHORITY and the DEPARTMENT'S Project Manager for approval and processing.



# UDOT Consultant Services Contract Approval Memo

Memo Printed on: June 24, 2014 3:35 PM



**PM Approval Date:** June 23, 2014

**UDOT PM:** Peter S. Tang

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

## PROJECT INFORMATION

**PIN:** 11989  
**Project No.:** F-LC35(244)  
**Job/Proj:**  
**PIN Description:** 9000 South; 4800 West to 5300 West

## CONTRACT INFORMATION

**CS Admin:** Michael R. Udot Butler  
**Contract No.:** New Preliminary Engineering Design Services  
**Mod No.:**  
**Expiration Date:** May 27, 2015  
**Contract/Mod Amount:** \$118,374.84  
**Fee Type:** COST PLUS FIXED FEE  
**Selection Method:** POOL - GE / LG (DIRECT SELECT)  
**Period:** 2013-2016 GE / LG  
**Phase:** PRELIMINARY ENGINEERING  
**Discipline:** PRECONSTRUCTION ENGINEERING

## CONTACTS

### Consultant

PROJECT ENGINEERING CONSULTANTS, LTD  
  
 986 WEST 9000 SOUTH  
 WEST JORDAN, UT 84088

### Local Government

West Jordan City  
 Greg Davenport  
 8000 S REDWOOD RD  
 WEST JORDAN, UT 84088 ,  
  
 (801) 569-5077  
 GREGD@WJORDAN.COM



Michael Butler <michaelbutler@utah.gov>

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## Local Government Approval ~ Project No. F-LC35(244) / PIN 11989

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Greg Davenport <gregd@wjordan.com>

Tue, Jun 24, 2014 at 4:33 PM

To: Michael Butler <michaelbutler@utah.gov>

Cc: David Murphy <davidm@wjordan.com>, "Peter Tang (ptang@utah.gov)" <ptang@utah.gov>

Michael,

West Jordan understands that UDOT is putting together a contract with PEC for local government project F-LC35(244) PIN 11989 and is anxious for you to complete the work so that it can schedule the contract for City Council review and approval. City staff approves of the use of PEC and has reviewed the proposed scope of work with the engineering firm. West Jordan staff understands that the limit for the total design contract amount is 150,000.00 for the life of the contract, including any and all future modifications.



Greg Davenport

City of West Jordan

Capital Projects Engineer

801-569-5077

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

**Sent:** Tuesday, June 24, 2014 3:57 PM

**To:** Peter Tang; ghorton@pec.us.com; Greg Davenport

**Subject:** Local Government Approval ~ Project No. F-LC35(244) / PIN 11989

[Quoted text hidden]

# PROJECT ENGINEERING CONSULTANTS, LTD

Prime

## UDOT Executive Summary

Contract Number:	NEW	Mod:			
Project Number:	F-LC35(244)	PIN:	11989	UDOT Project Manager:	Peter S. Tang
PIN Description:	9000 South; 4800 West to 5300 West				

### Brief Description

Project Engineering Consultants (PEC) is proposing to contract with the City of West Jordan and UDOT to provide the design of an advertisement package for 9000 South from 4800 West to 5300 West. It is assumed that the existing curb and gutter will remain in place and no widening of the road will occur. It is anticipated that the pavement will be replaced with a new 30" to 40" pavement section.

The design will include roadway reconstruction, hydraulic analysis, utility identification and relocation, identification of existing right-of-way, signing, stripping, and other miscellaneous design elements. Design will be conducted within the framework of the 2011 UDOT Delivery Network and will conform to the latest version of UDOT Standard Drawings, English Standard Specifications, Special Provisions, and Computer-Aided Drafting & Design Standards. A project-specific QC/QA Plan will be developed by PEC.

### General Requirements

1. PEC will conduct necessary coordination with the City of West Jordan and UDOT for preconstruction engineering and advertising of 9000 South.
2. The plan drawings shall be computer generated meeting UDOT requirements and in Microstation.
3. Coordination meetings will be held bi-monthly with City of West Jordan and UDOT staff at key points throughout the course of the project to review design and discuss progress.
4. PEC will submit monthly progress reports including current tasks worked on, the number of hours worked on each task, percent of task completed, and the estimated number of hours to complete activities. These progress reports will be turned in monthly. ePM and the project schedule will be updated on a semi-monthly basis.

### Project Team

No sub consultants are anticipated to complete this scope of work.

## **Assumptions**

The detailed work plan provided below is scoped based on information known at the time this contract was prepared and with this understanding.

The project will be designed and contained within existing right-of-way and not require ANY right-of-way acquisition.

The existing curb and gutter will remain in place and not require modifications.

## **Phasing**

No phases are anticipated with this project.

## **Fee Type**

The fee type for this project is a Cost-Plus-Fixed-Fee.

**PROJECT ENGINEERING CONSULTANTS, LTD**

*Prime*

**UDOT Work Plan**

Contract Number:	NEW	Mod:			
Project Number:	F-LC35(244)	PIN:	11989	UDOT Project Manager:	Peter S. Tang
PIN Description:	9000 South; 4800 West to 5300 West				

**Activity: 1V1**

1V1 Combined Kickoff/Scoping Meeting

[\(back to table\)](#)

Overview

Prepare for and hold the initial project team meeting. The purpose of the meeting is to introduce team members, to familiarize the team with the project, to review the proposed project scope, proposed schedule and proposed budget, and to commit to the project's success.

This meeting is to develop a clear project scope, schedule, and budget to which all team members agree. Renew commitments so they all concur with the new scope, schedule, and budget. Identify changes to the initial first cut geometry and all ensuing alterations to other disciplines based on those modifications. Review, negotiate, and set ePM durations.

Deliverables

- § Meeting Agenda
- § Distributed Review Material
- § Meeting Notes
- § Review Meeting Comments
- § Revised Project Scope/Schedule/Budget
- § Internal Preconstruction Engineering (PE) Budget

**Activity: 1B1**

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

[\(back to table\)](#)

Overview

Survey control will be identified and established. Obtain base mapping and topography for the entire project area. This includes existing curb, gutter, back of sidewalk, signs, striping, and existing utilities as found on the existing ground. The invert elevations of the storm drain system will also be gathered and mapped.

Deliverables

- § Survey Control Sheet
- § Base Mapping
- § Base Mapping File Certification

**Activity: 1C1**

**1C1 Assess ITS (ATMS) Needs**

[\(back to table\)](#)

Overview

Review the existing ATMS conditions in the project area and project objectives to develop recommendations to meet ITS needs.

Deliverables

- § Project ITS Scoping Summary

**Activity: 1J1**

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

[\(back to table\)](#)

Overview

Identify existing right-of-way along the project and adjacent ownerships as based on recorded information found with Salt Lake County. It is anticipated no right-of-way impacts are expected.

Deliverables

- § Existing ROW Map
- § Property Spreadsheet
- § QC Cover Sheets

## Activity: 1Q1

1Q1 Assess Existing Hydraulic Conditions

[\(back to table\)](#)

### Overview

Review existing hydraulic conditions and develop recommendations for improvements.

### Deliverables

- £ Preliminary Drainage Summary
- £ QC Cover Sheets

## Activity: 1R1

**1R1 Develop Roadway Scope**

[\(back to table\)](#)

### Overview

Determine the preliminary project footprint for roadway improvements. It is anticipated the existing the curb and gutter will remain in place and there will be a full depth replacement of the roadway typical section.

## Activity: 1Y1

1Y1 Prepare/Compile Scoping Review Package

[\(back to table\)](#)

### Overview

This meeting will be combined with activity 1V1 and be a combined kickoff / scoping meeting.

## Activity: 1Y2

1Y2 Develop Project Design Criteria (PDC)

[\(back to table\)](#)

### Overview

Develop the PDC and submit to West Jordan and UDOT Region Two preconstruction engineer for review, comment and approval.

## Activity: 2M1

2M1 Complete Pavement Design and Report

### Overview

West Jordan City will provide a proposed pavement design to PEC for use in design.

## Activity: 2Q1

### 2Q1 Develop Initial Roadway Drainage

[\(back to table\)](#)

#### Overview

PEC will develop preliminary roadway drainage associated with the roadway improvements. The roadway has an existing storm drain trunk line. The design will only include up to three new storm drain lateral connections to the trunk line.

#### Deliverables

- § Initial Drainage Design Layout (for Initial Roadway Model 2R1)
- § Preliminary Drainage Cost Estimate
- § QC Cover Sheets

## Activity: 2R1

### 2R1 Model Initial Roadway Design

#### Overview

PEC will determine the recommended horizontal and vertical alignments by developing the initial roadway model by tying into the existing curb and gutter and evaluating options for cross slopes from 1% to 3%.

#### Deliverables

- § Roadway Comment Resolutions
- § Recommended Alignments Review Drawing
- § Design Exceptions, Design Waivers, and Deviation from Standards Forms (if necessary)
- § Roadway Cost Estimate
- § QC Cover Sheets

## Activity: 2U1

### 2U1 Utility Identification

[\(back to table\)](#)

#### Overview

PEC will begin this activity as soon as possible. Early utility and railroad identification and coordination are critical to the success of the project. Identify utility companies and complete an accurate depiction of existing utility facilities within the project limits.

#### Initiate QC Review

Initiate the QC Review in accordance with UDOT QC/QA Procedures and supplemental information in UDOT Project Delivery Network QC/QA Checklists **before** distribution.

- § Provide Checker with a check print of each deliverable and supporting documentation
- § Provide the Checker with applicable cover sheets
- § Complete revisions based on QC review comments

## Activity: 2Y1

2Y1 Prepare/Compile Geometry Review Package

#### Overview

Compile comment resolutions, project cost estimate, and discipline review materials to produce the Geometry Review Package.

#### Compile Project Cost Estimate

Obtain the each discipline's cost estimate and compile them into one document.

#### Prepare Geometry Review Package

Compile review materials from each discipline into one review package. Distribute the review package to meeting attendees and reviewers a minimum of one week prior to the Geometry Review Meeting (2V1).

**Activity: 2V1**

**2V1 Geometry Review Meeting** [\(back to table\)](#)

**Overview**

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

**Prepare Meeting Notes**

PEc will capture decisions made and create an action item list. PEC will distribute the meeting notes to meeting invitees.

**Activity: 3C1**

3C1 Develop ITS (ATMS) Components Design

Overview

Identify the ITS device locations and determine quantities.

Prepare Preliminary ITS (AT) Plan Sheets

PEC will follow the current UDOT CADD Standards and UDOT Plan Sheet Development Standards to develop preliminary plan sheets for review. These sheets are to provide a review of the proposed locations of ITS (ATMS) devices.

Develop ITS Cost Estimate

- § Compile ITS bid items and quantities
  - Use UDOT standard bid items
- § Develop unit costs for each item

Initiate QC Review

Initiate the QC Review in accordance with UDOT QC/QA Procedures and supplemental information in UDOT Project Delivery Network QC/QA Checklists **before** distribution.

**Activity: 3E1**

3E1 Write Categorical Exclusion Document and Obtain Approval [\(back to table\)](#)

Overview

West Jordan CIty will complete and obtain approval of the categorical exclusion for the project. PEC will provide the design information needed to be included in the environmental document.

## Activity: 3Q1

### 3Q1 Complete Roadway Drainage Design

[\(back to table\)](#)

#### Overview

PEC will develop the roadway drainage in accordance with the limitations described in previous tasks.

#### Deliverables

- § Drainage Comment Resolutions
- § Roadway Drainage Design
- § Drainage Cost Estimate
- § QC Cover Sheets

## Activity: 3R1

### 3R1 Complete Roadway Design

[\(back to table\)](#)

#### Overview

PEC will finalize the roadway model and design. Modify the design based on reviewer comments and continued coordination with project team members. PEC will also modify the design as necessary to include other discipline needs like drainage facilities, utilities, signal, signs, and ATMS. Create preliminary roadway plan sheets.

## Activity: 3R2

### 3R2 Complete Signing and Striping Design

[\(back to table\)](#)

#### Overview

Using the roadway model as a guide, PEC will develop the signing and striping design for the project. PEC will develop maintenance-of-traffic (MOT) design in coordination with the City of West Jordan. Develop preliminary signing, striping, and MOT plan sheets.

## Activity: 3U1

### 3U1 Identify Potential Utility Conflicts

[\(back to table\)](#)

#### Overview

PEC will identify potential utility conflicts through coordination with utility owners and designers. PEC will contact the various utility companies and obtain their as-built information. PEC will map this information with the project files. PEC will also obtain preliminary relocation costs from utility owners.

**Activity: 3U2**

**3U2 Initial Design Utility Coordination**      [\(back to table\)](#)

**Overview**

PEC will coordinate, host and conduct a utility design meeting to facilitate utility coordination and relocation solutions. PEC will facilitate the development of utility owner relocation plans.

**Activity: 3U3**

**3U3 Identify Utility Depth (SUE Level A)**      [\(back to table\)](#)

**Overview**

Use the Utility Conflict Matrix/Summary to determine specific locations where vertical information could be used to avoid existing utility facility conflicts or assist utility companies design relocation plans. PEC will work with West Jordan City who will provide 10 to 15 pot hole locations to identify existing utilities that may need to be relocated.

Responsibility – PEC with assistance from West Jordan

**Activity: 3U4**

**3U4 Complete Utility Designs**      [\(back to table\)](#)

**Overview**

Complete utility relocation designs for utility relocations for which is the responsibility of the project. PEC will develop preliminary utility relocation plan sheets and cost estimate.

**Activity: 4A1**

**4A1 Complete Erosion & Sediment Control Plans and Documents**      [\(back to table\)](#)

**Overview**

PEC will develop the project erosion and sediment control design. Complete the erosion and sediment control plans and create summary sheets. Prepare and assemble erosion and sediment control project documents, including plans, special provisions, and Engineer's Estimate.

### Activity: 4C1

4C1 Complete ITS (ATMS) Plans and Documents [\(back to table\)](#)

#### Overview

PEC will follow UDOT Plan Sheet Development Standards, prepare the ITS plans and project documents. PEC will finalize the ITS (ATMS) plans, specifications and estimates.

### Activity: 4P1

4P1 Revise/Implement Public Involvement Plan [\(back to table\)](#)

#### Overview

Based on the project needs, enhance or implement the project's PI plan to prepare for design. Activities during this phase set the stage for efficient and effective public outreach.

#### Deliverables

- § Revised PI Plan
  - o Revised POP
  - o Revised Stakeholders List
  - o Public Meeting Materials
  - o Outreach Materials
  - o Comment Forms and Resolutions
  - o Correspondence Record

### Activity: 4Q1

**4Q1 Complete Drainage Plan Sheets and Documents** [\(back to table\)](#)

#### Overview

PEC will revise the drainage and irrigation designs based on the plan-in-hand review comments. Complete drainage plan set and documents. Finalize the hydraulics report for submission and approval.

### **Activity: 4R1**

4R1 Complete Roadway Plans & Documents [\(back to table\)](#)

#### **Overview**

Following *UDOT Plan Sheet Development Standards*, PEC will complete the roadway plan and profile sheets and create roadway plan summaries, details, and additional plan sheets. PEC will prepare and assemble roadway project documents and finalize roadway cost estimate.

### **Activity: 4R2**

4R2 Complete Signing and Striping Plans & Documents [\(back to table\)](#)

#### **Overview**

Following *UDOT CADD and Plan Sheet Standards*, PEC will finalize the signing and striping plan set and create summary sheets. In coordination with UDOT Region Two and the City of West Jordan PEC will 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.

### **Activity: 4U1**

**4U1 Prepare and Obtain Utility Agreements and Permits** [\(back to table\)](#)

#### **Overview**

PEC will finalize Individual Utility Agreements, Cooperative Agreements, Construction and Maintenance Agreement, and Permits required for project advertisement and construction. The agreements will be accordance with the City of West Jordan's franchise agreements with the various utility companies.

### **Activity: 4U2**

**4U2 Final Design Utility Coordination** [\(back to table\)](#)

#### **Overview**

I preparation for project advertisement and project construction final coordination with utility owners and provide guidance and information to complete utility relocation plans. Hold a meeting to resolve remaining conflicts and prepare for the construction stage.

**Activity: 4U3**

4U3 Complete Utility Plans and Documents ([back to table](#))

**Overview**

PEC will complete utility plans and documents.

**Activity: 4Y1**

**4Y1 Prepare/Compile PS&E Review Package** ([back to table](#))

**Overview**

PEC will compile comment resolutions, project cost estimate, and discipline review materials to produce the PS&E Review Package.

**Initiate QC Review**

Initiate the QC Review in accordance with UDOT QC/QA Procedures and supplemental information in UDOT Project Delivery Network QC/QA Checklists before distribution.

- § Provide Checker with check prints of each deliverable and supporting documentation
- § Provide the Checker with applicable cover sheets
- § Complete revisions based on QC review comments

**Activity: 4V1**

**4V1 PS&E Review Meeting** ([back to table](#))

**Overview**

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.

**Prepare Meeting Agenda**

PEC will arrange the location and time of the meeting. Prepare the meeting agenda. Below are suggested agenda items:

**Invite Meeting Attendees**

Invite team members, reviewers, and additional attendees.

**Prepare Meeting Notes**

Capture decisions made and create an action item list. Distribute the meeting notes to meeting invitees.

**Activity: 5A1**

**5A1 Prepare SWPPP Package for Construction** [\(back to table\)](#)

**Overview**

Prepare the SWPPP package and submit to the Resident Engineer.

**Activity: 5L1**

**5L1 Prepare Right-of-Way Certification** [\(back to table\)](#)

**Overview**

PEC will prepare and approve ROW certification in coordination with the City of West Jordan.

**Activity: 5U1**

**5U1 Deliver Utility Certification** [\(back to table\)](#)

**Overview**

PEC in coordination with the City of West Jordan will complete and issue the Utility Certification for advertisement.

**Activity: 5V1**

**5V1 Comment Resolution Review Meeting** [\(back to table\)](#)

**Overview**

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

**Activity: 5Y1**

**5Y1 Incorporate PS&E Review Comments** [\(back to table\)](#)

**Overview**

PEC will complete and review the comment resolution matrix from PS&E. PEC will make revisions based on comments made during PS&E Review (4V1).

**Activity: 5Z1**

**5Z1 Project Management**

[\(back to table\)](#)

**Overview**

This activity is for the Project Manager oversight of the project through the entire design phase.

**Activity: 5Z2**

**5Z2 Prepare, Submit, and Process for Advertisement**

[\(back to table\)](#)

**Overview**

PEC will finalize the project and advertise the project for bid.

**Activity: 6R1**

**Overview**

PEC will attend up to 10 weekly construction meetings to advise the construction team on the background regarding the decision process for various design elements.

**Deliverables**

§ Modified design drawings

§ Record Drawings

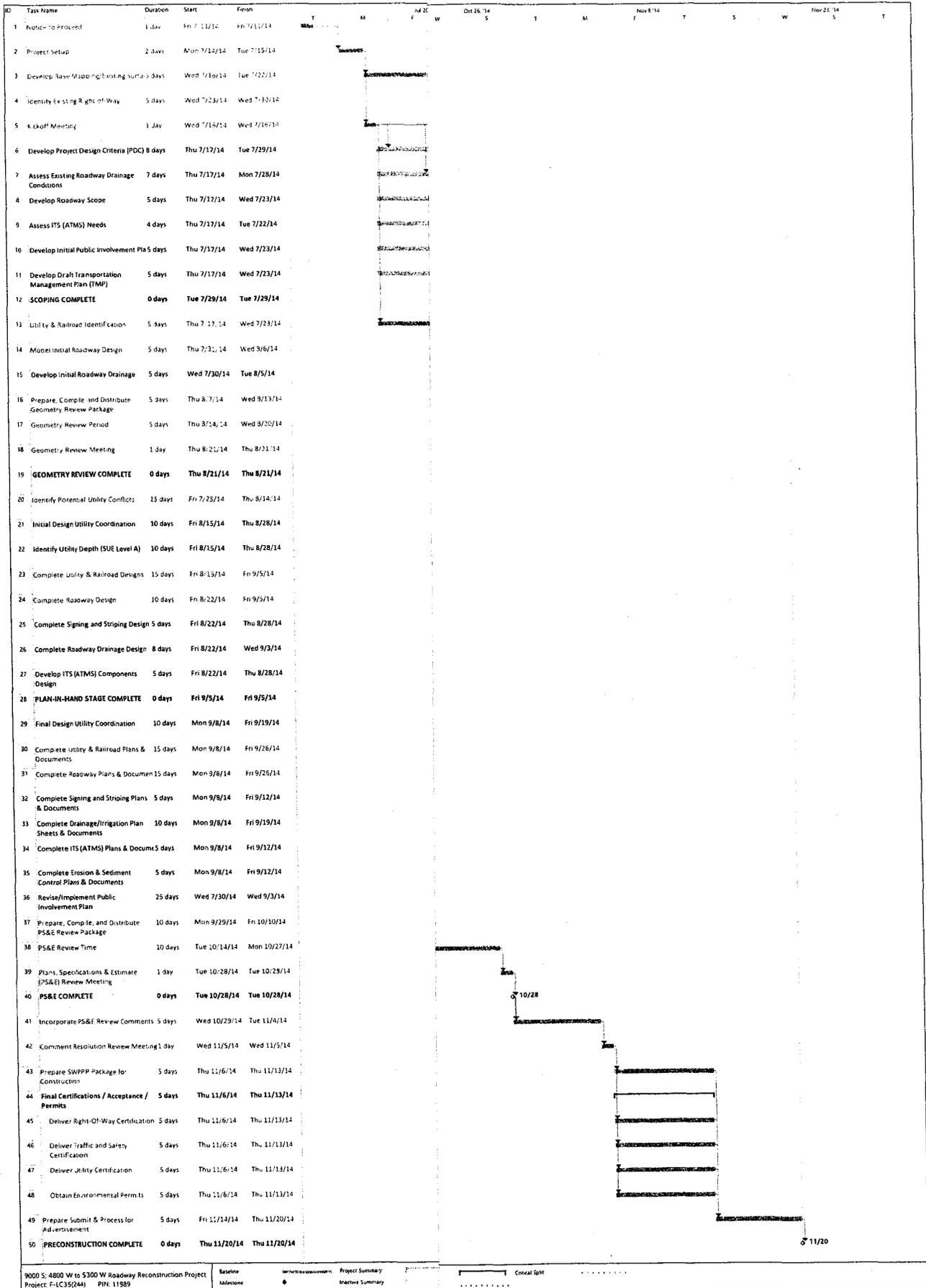
### UDOT Staffing Plan

<b>Contract Number:</b>	NEW	<b>Mod:</b>	
<b>Project Number:</b>	F-LC35(244)	<b>PIN:</b>	11989
<b>Project Location:</b>	UDOT Project Manager: Peter S. Tang		

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date
HORTON, GARY	PROJECT MANAGER	CIVIL ENGINEERING	UT-29515	134	\$60.00	\$60.00	NTP
FLORENCE, LEO	QC/QA	B.S	UT-4770486	14	\$60.00	\$60.00	NTP
ANDERSON, LARS	SWPPP SPECIALIST	MASTERS		6	\$56.80	\$56.80	NTP
HANSEN, BRYAN	PUBLIC INVOLVEMENT			16	\$36.50	\$36.50	NTP
GODFREY, VICTOR	UTILITIES AND DRAINAGE	BS	ID-14240	102	\$35.00	\$35.00	NTP
NUESMEYER, RYAN	PROJECT ENGINEER			170	\$33.00	\$33.00	NTP
STROMBERG, JEFF	SURVEY MANAGER	A.S.	UT-7027191	56	\$30.00	\$30.00	NTP
NORTON, KATHY	PROJECT ENGINEER		UT-7842642-2202	28	\$30.00	\$30.00	NTP
ALBRECHT, BRYCE	PROJECT ENGINEER	BS		20	\$27.00	\$27.00	NTP
DENNETT, ALLISON	PROJECT ENGINEER	B.S		12	\$27.00	\$27.00	NTP
LARSON, CHAD	PROJECT ENGINEER	BS		80	\$27.00	\$27.00	NTP
WILLARDSON, JOEY	UTILITY ENGINEER			104	\$26.00	\$26.00	NTP
JAS, LAURA	ENGINEER			44	\$25.00	\$25.00	NTP
EKWEG, HEATHER	PUBLIC INVOLVEMENT			24	\$23.00	\$23.00	NTP
LDMACHER, ADAM	DESIGNER	B.S.		206	\$20.00	\$20.00	NTP
DDER, JOSH	SURVEYOR	SOME COLLEGE		76	\$18.50	\$18.50	NTP
RLOS, COREY	ENVIRONMENTAL SPECIALIST			40	\$18.00	\$18.00	NTP
CARTHY, KATELYNN	ADMINISTRATIVE ASSISTANT	A.S		78	\$16.00	\$16.00	NTP
Total Hours for PROJECT ENGINEERING CONSULTANTS, LTD:				1,210			

Attachment C

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9000 S. 4800 W to 5300 W Roadway Reconstruction Project  
 Project: F-1C35(244) PIN: 11989

Baseline Milestone  
 Project Summary  
 Inactive Summary

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 Federal Acquisition Regulations, contained in Title 48 CFR, Part 31.

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

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

- (a) The direct labor expense is the actual salary expense for professional and technical personnel and principals for the time they are productively engaged in work necessary to fulfill the terms of this contract. The payroll additives and indirect costs are FIXED as 163.27% of the direct salary expense.
- (b) If necessary and DEPARTMENT approved, any additional direct expenses incurred in fulfilling the terms of this contract, including but not limited to travel and lodging, reproduction, telephone, equipment, supplies and fees of outside CONSULTANTS or sub-consultants will be reimbursed at actual costs.

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

- (c) The fixed fee has been determined and agreed upon as 12.00% of the combined estimated direct labor and the Overhead amount, which represents the CONSULTANT'S profit of \$11,492.93. The fixed fee percentage is not a floating percent and should not be billed as a percent of labor. Rather, the fixed fee payment will be prorated and paid regularly in proportion to the percentage of work completed as reflected by the periodic invoices; that is, on the same ratio as the invoice cost bears to the originally estimated total for CONSULTANT'S actual cost which is the maximum amount payable minus the fixed fee. Any portion of the fixed fee payment not previously paid in the periodic payment will be covered in the final payment.

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

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

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.

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 DEPARTMENT due to federal funding requirements in 49 CFR § 18.23, and/or the state fiscal constraints imposed upon it as a department of state government by Title 63J, Chapter 1, Budgetary Procedures Act. The CONSULTANT waives payment, and waives the right to bring action in law or in equity to recover payment for services, for any and all payment requests the DEPARTMENT does not receive from the CONSULTANT within the timeframe provided under this contract. *(Provision revised June 27, 2012.)*

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

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

6. **FINANCIAL SUMMARY:** The total maximum amount of disbursement pertinent to this contract shall not exceed \$118,374.84 Contract overruns will not be paid.

7. **COST PROPOSAL:** The overhead rate shown in the CONSULTANT'S and/or sub-consultant's cost proposal has been determined and agreed upon by the parties and is included in this contract. The CONSULTANT will invoice the DEPARTMENT using the actual Wage Rates, FIXED Overhead, prorated Fixed Fee, and any additional Direct Costs. Invoices submitted to the DEPARTMENT must reflect the staffing plan and associated hourly wage rates, labor hours used, and other costs submitted in the CONSULTANT cost proposal.

The Cost Proposal for the CONSULTANT and/or sub-consultant, if applicable, may be found in Attachment D, pages 3 through 7.

## UDOT Cost Proposal

<b>Contract Number:</b>	NEW	<b>Mod:</b>			
<b>Project Number:</b>	F-LC35(244)	<b>PIN:</b>	11989	<b>UDOT Project Manager:</b>	Peter S. Tang
<b>Project Location:</b>	9000 South; 4800 West to 5300 West				
Labor Costs					
Employee Name	Contract Job Title	Hours	Proposal Rate	Labor Cost	
ALBRECHT, BRYCE	PROJECT ENGINEER	20	\$27.00	\$540.00	
ANDERSON, LARS	SWPPP SPECIALIST	6	\$56.80	\$340.80	
BOEKWEG, HEATHER	PUBLIC INVOLVEMENT	24	\$23.00	\$552.00	
DENNETT, ALLISON	PROJECT ENGINEER	12	\$27.00	\$324.00	
FLORENCE, LEO	QC/QA	14	\$60.00	\$840.00	
GELDMACHER, ADAM	DESIGNER	206	\$20.00	\$4,120.00	
GODFREY, VICTOR	UTILITIES AND DRAINAGE	102	\$35.00	\$3,570.00	
HANSEN, BRYAN	PUBLIC INVOLVEMENT	16	\$36.50	\$584.00	
HARLOS, COREY	ENVIRONMENTAL SPECIALIST	40	\$18.00	\$720.00	
HORTON, GARY	PROJECT MANAGER	134	\$60.00	\$8,040.00	
LARSON, CHAD	PROJECT ENGINEER	80	\$27.00	\$2,160.00	
LODDER, JOSH	SURVEYOR	76	\$18.50	\$1,406.00	
MCCARTHY, KATELYNN	ADMINISTRATIVE ASSISTANT	78	\$16.00	\$1,248.00	
NORTON, KATHY	PROJECT ENGINEER	28	\$30.00	\$840.00	
NUESMEYER, RYAN	PROJECT ENGINEER	170	\$33.00	\$5,610.00	
ROJAS, LAURA	ENGINEER	44	\$25.00	\$1,100.00	
STROMBERG, JEFF	SURVEY MANAGER	56	\$30.00	\$1,680.00	
WILLARDSON, JOEY	UTILITY ENGINEER	104	\$26.00	\$2,704.00	
Total Hours:		1,210			
Total Direct Labor:				\$36,378.80	
Overhead:			163.27%	\$59,395.61	
Total Direct Labor plus Overhead:				\$95,774.41	
Fixed Fee:			12.00%	\$11,492.93	
Burdened Labor Cost:				\$107,267.34	
Other Direct Charges					
ODC Item	Unit of Measure	Qty	Item Cost	Extended Cost	
MILEAGE 2014 NUMBERS	UNIT	875.0	\$.560	\$490.00	
TITLE REPORT	EACH	36.0	\$250.000	\$9,000.00	
TRAFFIC CONTROL	LUMP	.5	\$2,500.000	\$1,250.00	
COPIES	EACH	2,450.0	\$.150	\$367.50	
Total Other Direct Charges:				\$11,107.50	
Total Contract Cost:				\$118,374.84	

**UDOT Hours Derivation**

<b>Contract Number:</b>	NEW	<b>Mod:</b>	
<b>Project Number:</b>	F-LC35(244)	<b>PIN:</b>	11989
<b>UDOT Project Manager:</b>		Peter S. Tang	
<b>Project Location:</b>	9000 South; 4800 West to 5300 West		

Employee Name	1V1	1B1	1C1	1J1	1Q1	1R1	1Y1	1Y2	2M1	2Q1	2R1	2U1	2Y1	2V1	3C1
FLORENCE, LEO	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0
HORTON, GARY	4	2	2	2	2	2	4	1	2	2	2	2	2	4	1
ANDERSON, LARS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
HANSEN, BRYAN	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
GODFREY, VICTOR	8	0	0	0	4	0	8	0	0	4	0	4	0	8	0
NUESMEYER, RYAN	8	0	4	0	0	4	8	4	2	0	4	0	4	8	2
NORTON, KATHY	0	0	0	0	4	0	0	0	0	8	0	0	0	0	0
STROMBERG, JEFF	0	8	0	48	0	0	0	0	0	0	0	0	0	0	0
DENNETT, ALLISON	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0
LARSON, CHAD	0	0	0	0	0	0	0	0	0	0	8	0	0	0	0
ALBRECHT, BRYCE	0	0	4	0	0	0	0	0	0	0	0	0	0	0	8
WILLARDSON, JOEY	0	0	0	0	0	0	0	0	0	0	0	6	0	0	0
ROJAS, LAURA	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0
JEKWEG, HEATHER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ELDMACHER, ADAM	0	0	0	0	2	0	0	0	0	0	4	0	8	0	0
ODDER, JOSH	0	60	0	16	0	0	0	0	0	0	0	0	0	0	0
ARLOS, COREY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
MCARTHY, KATELYNN	8	2	0	4	0	0	4	0	0	2	0	2	8	8	0

Attachment D

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**UDOT Hours Derivation**

<b>Contract Number:</b>	NEW	<b>Mod:</b>	
<b>Project Number:</b>	F-LC35(244)	<b>PIN:</b>	11989
<b>UDOT Project Manager:</b>		Peter S. Tang	
<b>Project Location:</b>	9000 South; 4800 West to 5300 West		

Employee Name	3E1	3Q1	3R1	3R2	3U1	3U2	3U3	3U4	4A1	4C1	4P1	4Q1	4R1	4R2	4U1
FLORENCE, LEO	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
HORTON, GARY	2	2	2	2	2	2	2	2	2	1	4	2	2	2	2
ANDERSON, LARS	0	0	0	0	0	0	0	0	4	0	0	0	0	0	0
HANSEN, BRYAN	0	0	0	0	0	0	0	0	0	0	16	0	0	0	0
GODFREY, VICTOR	0	4	0	0	4	4	4	4	0	0	0	4	0	0	0
NUESMEYER, RYAN	0	0	4	4	0	0	0	0	0	4	8	0	4	4	2
NORTON, KATHY	0	4	0	0	0	0	0	0	0	0	0	12	0	0	0
STROMBERG, JEFF	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DENNETT, ALLISON	0	0	0	8	0	0	0	0	0	0	0	0	0	0	0
LARSON, CHAD	0	0	16	0	0	0	0	0	0	0	0	0	16	0	0
ALBRECHT, BRYCE	0	0	0	0	0	0	0	0	0	8	0	0	0	0	0
WILLARDSON, JOEY	0	0	0	0	8	8	16	10	0	0	0	0	0	0	0
ROJAS, LAURA	0	0	24	0	0	0	0	0	0	0	0	0	0	16	0
JEKWEG, HEATHER	0	0	0	0	0	0	0	0	0	0	24	0	0	0	0
ELDMACHER, ADAM	0	8	0	0	0	12	0	16	0	0	0	16	28	0	0
DDER, JOSH	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ARLOS, COREY	0	0	0	0	0	0	0	0	24	0	0	0	0	0	0
OCARTHY, KATELYNN	0	0	2	0	0	0	2	0	0	0	0	0	0	0	0

Attachment D 5 of 7

### UDOT Hours Derivation

<b>Contract Number:</b>	NEW	<b>Mod:</b>	
<b>Project Number:</b>	F-LC35(244)	<b>PIN:</b>	11989
<b>UDOT Project Manager:</b>	Peter S. Tang		
<b>Project Location:</b>	9000 South; 4800 West to 5300 West		

Employee Name	4U2	4U3	4Y1	4V1	5A1	5L1	5U1	5V1	5Y1	5Z1	5Z2	6R1	Total
FLORENCE, LEO	0	0	8	0	2	0	0	0	0	0	0	0	14
HORTON, GARY	1	2	2	4	2	2	2	2	2	40	2	8	134
ANDERSON, LARS	0	0	0	0	2	0	0	0	0	0	0	0	6
HANSEN, BRYAN	0	0	0	0	0	0	0	0	0	0	0	0	16
GODFREY, VICTOR	4	4	12	8	0	0	0	8	6	0	0	0	102
NUESMEYER, RYAN	0	0	16	8	0	2	2	8	8	0	8	40	170
NORTON, KATHY	0	0	0	0	0	0	0	0	0	0	0	0	28
STROMBERG, JEFF	0	0	0	0	0	0	0	0	0	0	0	0	56
DENNETT, ALLISON	0	0	0	0	0	0	0	0	0	0	0	0	12
LARSON, CHAD	0	0	24	0	0	0	0	0	16	0	0	0	80
ALBRECHT, BRYCE	0	0	0	0	0	0	0	0	0	0	0	0	20
WILLARDSON, JOEY	8	8	24	0	0	0	0	0	16	0	0	0	104
ROJAS, LAURA	0	0	0	0	0	0	0	0	0	0	0	0	44
JEKWEG, HEATHER	0	0	0	0	0	0	0	0	0	0	0	0	24
ELDMACHER, ADAM	0	0	48	0	0	0	0	0	48	0	16	0	206
ODDER, JOSH	0	0	0	0	0	0	0	0	0	0	0	0	76
ARLOS, COREY	0	0	0	0	16	0	0	0	0	0	0	0	40
OCARTHY, KATELYNN	0	0	0	8	0	0	0	0	0	24	4	0	78

Attachment D 6 of 7

**UDOT Hours Derivation**

<b>Contract Number:</b>	NEW	<b>Mod:</b>	
<b>Project Number:</b>	F-LC35(244)	<b>PIN:</b>	11989
<b>UDOT Project Manager:</b>	Peter S. Tang		
<b>Project Location:</b>	9000 South; 4800 West to 5300 West		

	1V1	1B1	1C1	1J1	1Q1	1R1	1Y1	1Y2	2M1	2Q1	2R1	2U1	2Y1	2V1	3C1	
Firm Activity Totals:	28	72	10	74	12	14	24	5	4	16	18	14	22	28	11	
	3E1	3Q1	3R1	3R2	3U1	3U2	3U3	3U4	4A1	4C1	4P1	4Q1	4R1	4R2	4U1	
Firm Activity Totals:	2	18	48	14	14	26	24	32	30	13	52	34	50	22	4	
	4U2	4U3	4Y1	4V1	5A1	5L1	5U1	5V1	5Y1	5Z1	5Z2	6R1				Total
Firm Activity Totals:	13	14	134	28	22	4	4	18	96	64	30	48				1,210
Transaction Activity Totals:	1V1	1B1	1C1	1J1	1Q1	1R1	1Y1	1Y2	2M1	2Q1	2R1	2U1	2Y1	2V1	3C1	
Transaction Activity Totals:	28	72	10	74	12	14	24	5	4	16	18	14	22	28	11	
Transaction Activity Totals:	3E1	3Q1	3R1	3R2	3U1	3U2	3U3	3U4	4A1	4C1	4P1	4Q1	4R1	4R2	4U1	
Transaction Activity Totals:	2	18	48	14	14	26	24	32	30	13	52	34	50	22	4	
Transaction Activity Totals:	4U2	4U3	4Y1	4V1	5A1	5L1	5U1	5V1	5Y1	5Z1	5Z2	6R1				Total
Transaction Activity Totals:	13	14	134	28	22	4	4	18	96	64	30	48				1,210

Attachment D 2 of 2

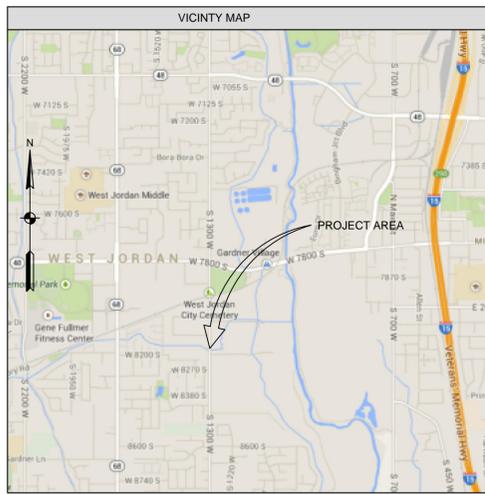
## Insurance

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

Insurance	Waived	Expiration Date	Insurance Carrier	Policy Number	Each Occurrence Limit	General Aggregate Limit	Additional Endorsement
AUTOMOBILE LIABILITY	N	11/1/2014	FOREMOST INSURANCE CO	PAS004979599	\$1,000,000	\$0	Y
EXCESS/UMBRELLA LIABILITY	N	11/1/2014	TRAVELERS INDEMNITY COMPANY	CUP-3614T876-13-47	\$5,000,000	\$5,000,000	N
GENERAL LIABILITY	N	11/1/2014	TRAVELERS INDEMNITY COMPANY	680-326M3684-TIA-13	\$1,000,000	\$2,000,000	Y
HEALTH INSURANCE HB 331-2009	N	4/1/2014	REGENCY BLUE CROSS	TEMPORARY	\$0	\$0	N
PROFESSIONAL LIABILITY	N	11/24/2014	ACE AMERICAN INSURANCE CO.	G21675921 006	\$1,000,000	\$2,000,000	N
VALUABLE PAPERS	N	11/1/2009	HARTFORD UNDERWRITERS	84SWCW5968	\$1,000,000	\$0	N
WORKERS COMPENSATION	N	11/1/2014	PHOENIX INSURANCE CO	XN-UB3596T34-4-13	\$1,000,000	\$0	N

# QUESTAR®

## FEEDER LINE 34 20" HP PIPELINE RETIREMENT, RELOCATION & INSTALLATION 24" 1300 W AND 8200 SOUTH WEST JORDAN CITY SALT LAKE COUNTY, UTAH



MASTER MATERIAL LIST (MAWP FOR MATERIALS ARE FOR F=0.5, TEMP. RANGE -20° TO 100° F)						
REFER TO QUESTAR STANDARD PRACTICE 9-00-01 FOR MATERIAL LIST NOTES						
PLEASE NOTE THAT ANY MATERIAL SUBSTITUTION OR FIELD CHANGES TO DESIGN REQUIRE REVIEW WITH AND CONCURRENCE BY ENGINEERING						
ITEM	REQ.	SIZE	DESCRIPTION	WH#	NOTES	MAWP
1	4	24"	Y-65 312 W.T. 90° 3R SEGMENTABLE WELD ELL. (ORANGE STREET YARD FOR SURPLUS ELL)	SURPLUS	3	845
2	2	24"x20"	Y-65 375 W.T. x.375 W.T. CONCENTRIC WELD REDUCER	S/O	3	1015

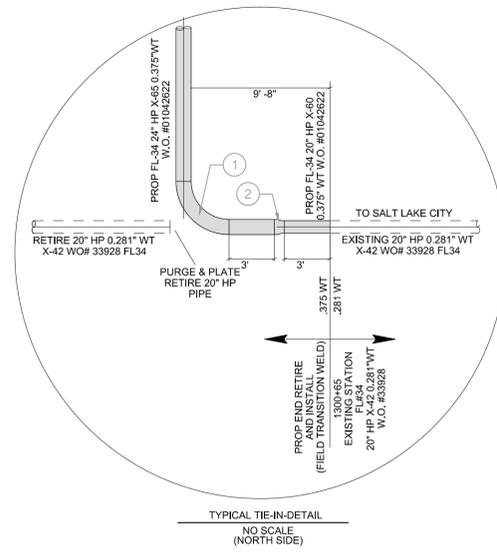
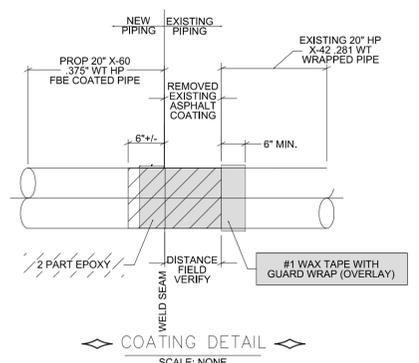
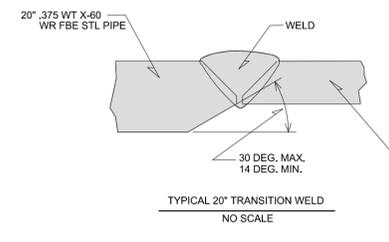
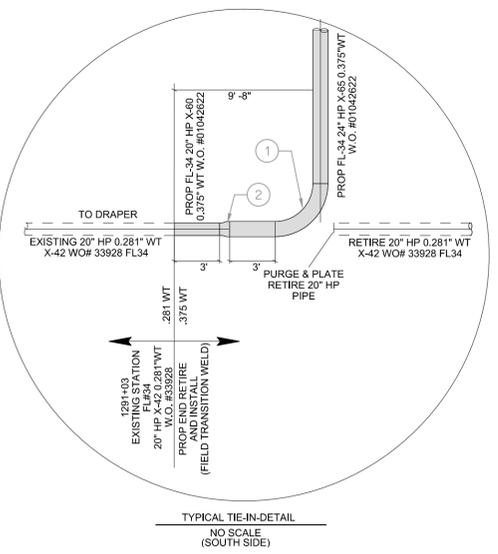
PRESSURE PIPING		MAOP DETERMINATION (QUESTAR STANDARD PRACTICE 1-97-4)		FABRICATION SPECIFICATIONS (STANDARD PRACTICE 2-10-01)				
NOMINAL PIPE SIZE	OUTSIDE DIA. (D)	SPEC. JOINT FACTOR (E) (API 5L / ASTM A53 / ASTM A106)	GRADE YIELD STRENGTH (S)	WALL THICKNESS (t)	MAWP=2St / DxFxET (F=0.5, T=1.0, E=1.0)	APPROXIMATE LENGTH	COATING	MANUFACTURER
20"	20.000"	API 5L (E=1.0)	S=60000	0.375"	1125 PSIG	10 FT	BARE	UNKN
24"	24.000"	API 5L (E=1.0)	S=65000	0.375"	1015 PSIG	10 FT	BARE	UNKN
24"	24.000"	API 5L (E=1.0)	S=65000	0.375"	1015 PSIG	920 FT	ARO	UNKN

TEST SPECIFICATIONS	
CLASS LOCATION:	SEGMENT 1 & 2
DESIGN FACTOR (F):	F = 0.5
TEST PRESSURE (MINIMUM):	531 PSIG
TEST FACTOR:	1.5
A. TEST PRESSURE (MIN) / TEST FACTOR:	531 / 1.5 = 354 PSIG
B. MIN PIPE DESIGN PRESSURE: P = (2St/D) x F x E x T	1125 PSIG
C. LOWEST RATED ITEM ON MAT. LIST:	845 PSIG
D. OTHER LIMITING FACTORS:	354 PSIG
FEEDER LINE 34 MAOP:	354 PSIG
SEGMENT DESIGN MAOP (MIN A, B, C):	354 PSIG
PIPELINE MAOP (MIN A, B, C, D):	354 PSIG
% SMY S @ PIPELINE MAOP: (CONSIDERING ALL PIPING & FITTINGS)	20.90%

NOTE	
NOTE: THIS SEGMENT OF FL34 WILL BE RETESTED TO A DESIGN PRESSURE OF 720 PSIG WHEN FL34 IS REPLACED IN THE FUTURE	
SHEET INDEX	
QGC-P-F034-MAP-COVER-01 - COVER SHEET WITH DESIGN DATA	
QGC-P-F034-MAP-001-01 - CONSTRUCTION ATLAS SHEET #1 OF 1	

UTAH BLUE STAKES  
CALL FOR LOCATION OF UNDERGROUND UTILITIES 532-5000 OR 1-800-862-4111

PRELIMINARY



- GENERAL NOTES**
- LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION
  - ✕ INDICATES LOCATION OF INSULATION.
  - COATING/PROTECTION  
BURIED FABRICATION PIPING SHALL BE CLEANED AND COATED. RECOMMENDED COATING FOR BURIED PIPING IS 2-PART EPOXY (IF PRACTICAL, REQUIRES GRIT BLAST PRIOR TO APPLYING COATING). TAPE COAT H35 OR H60 WITH PRIMER. TRENTON WAX TAPE (NUMBER 1 WITH GUARDWRAP) IS TO BE USED ONLY AS OVERWRAP. RECOMMENDED AT COATING TRANSITIONS OR WHENEVER SPECIFIED OR WHEN THE COATING APPLICATOR DEEMS NECESSARY. RECOMMENDED COATING FOR ABOVE GROUND PIPING IS TRENTON WAX TAPE NUMBER 2. ALL BURIED PIPING TO BE CATHODICALLY PROTECTED.
  - SHADED PIPING INDICATES NEW PIPING
  - ALL VALVES MUST HAVE APPROPRIATE LOCKING DEVICES.
  - FIELD VERIFY WALL THICKNESS AT ALL TIE IN LOCATIONS
  - BALL VALVES - REMOVE ALL MANUFACTURER VENT PLUGS AND REPLACE WITH SMALL BALL VALVES.
  - ALL CHECK VALVES TO BE VENTED.
  - INSULATE GAUGE AND CONTROL LINES, RELIEF STACK, SUPPORT BRACKETS, ETC.
  - INSTALL GUARD BARS IN TEES.
  - PLEASE NOTE THAT ANY MATERIAL SUBSTITUTION OR FIELD CHANGES TO DESIGN REQUIRE REVIEW WITH AND CONCURRENCE BY ENGINEERING.

JUSTIFICATION /FUNCTION OF ASSEMBLY	REFERENCE DRAWINGS		PROJECT NUMBERS			DESIGN DATA		ENGINEERING RECORD	
	DRWG. No.	DESCRIPTION	W.O.	DESCRIPTION	DATE	CALCULATED @ 14.73 PSIA BASE PRESSURE	PROJ. # 01042622	R/W No.	ROWNO
BORE TO ACCOMMODATE BOX CULVERT INSTALLATION			01042622	RETIRE 20" & INSTALL 24" MAIN	7-2014		DRAWN: JAJOHNSON		INTEGRITY MANAGEMENT:
							DRAFT CHK: DGB 6-25-2014		MEASUREMENT & CONTROL:
THESE FACILITIES ARE D.O.T. JURISDICTIONAL. DESIGN CONFORMS TO APPLICABLE TITLE 49 CFR PART 192 REQUIREMENTS.	REVISIONS						PROJECT ENGINEER: A. BEZDJIAN		CONSTRUCTION:
	NO.	DESCRIPTION	DATE / BY				COMPLIANCE 49CFR PART 192:		FIELD OPERATIONS:
							AUTOMATION:		GAS CONTROL:
							ENVIRONMENTAL/SAFETY:		APPROVED FOR CONST:
							RIGHT-OF-WAY:		SECTION: 5
							CORROSION:		SALT LAKE COUNTY, UTAH
							ELEVATION:		LAT: 41°10631 LONG: 111°97356
							SERVICE TYPE		FIELD VERIFIED BY: PSOMAS SURVEY DATE:
							CAD FILE: QGC-P-F034-MAP-001.dwg		

**QUESTAR Gas**

FEEDER LINE 34  
20" HP PIPELINE  
RETIREMENT, RELOCATION &  
INSTALLATION 24"  
1300 W AND 8200 SOUTH  
SALT LAKE COUNTY, UTAH

DRAWING NUMBER  
QGC-P-F034-MAP-COVER-01

REV. NO  
0

PREPARED FOR QUESTAR BY  
PSOMAS ENGINEERING



# TRAFFIC CONTROL PLANS QUESTAR GAS WEST JORDAN, UTAH

**GENERAL NOTES:**

1. MEET THE REQUIREMENTS OF THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), AND THE PROJECT SPECIAL PROVISIONS FOR TRAFFIC CONTROL.
2. NOTIFY UDOT ENGINEER OF PROJECT SCHEDULE AND THE ANTICIPATED DATES FOR LANE CLOSURES.
3. PLACE SIGNS BEFORE DRIVEWAY OR SIDE STREET IF SPACING DISTANCE FALLS IN MIDDLE.
4. ADD A ROUGH ROAD (MUTCD #W6-7) SIGN IF VEHICLES WILL BE CROSSING OVER LOOSE GRAVEL OR UNEVEN PAVEMENT.
5. MAINTAIN ALL DRIVEWAYS AND ACCESSSES AT ALL TIMES.
6. GAIN APPROVAL FROM THE UDOT TRAFFIC ENGINEER FOR ALL VMS MESSAGES BEFORE USE.
7. PLANS ARE SUBMITTED BY PHASE.
8. USE A MINIMUM OF 270 SQUARE INCHES OF RETROREFLECTIVE MATERIAL. PLACED A MINIMUM OF 12 INCHES ABOVE THE ROADWAY SURFACE ON BARRICADES AND VERTICAL PANELS WHEN USED ON THE INTERSTATE OR ROADWAY WITH A POSTED SPEED OF GREATER THAN 45 MPH. PLACE BARRICADE AND VERTICAL PANELS IN SUCH A MANNER THAT THEY ARE VISIBLE TO APPROACHING TRAFFIC.
8. USE PLASTIC DRUMS ON TAPERS FOR CHANNELIZING DEVICES IF ROADWAY SPEED IS 50MPH AND GREATER.
10. PLACE SIGNS IN RIGHT SHOULDER WITH ADDITIONAL SIGNAGE IN MIDDLE/LEFT SHOULDER ON HIGH SPEED ROADWAYS.
11. COVER OR REMOVE CONFLICTING SIGNS, BOTH EXISTING AND WORK ZONES SIGNS.
12. NOTIFY UDOT ENGINEER OF ANY CHANGES TO TRAFFIC CONTROL PLANS PRIOR TO CHANGES.
13. PROVIDE CERTIFIED TRAFFIC CONTROL MAINTAINER AS PER UDOT SPECIFICATIONS SECTION 01554.
15. PROVIDE TRAFFIC CONTROL IN ACCORDANCE WITH SECTION 01554 OF THE CURRENT EDITION OF UDOT STANDARDS SPECIFICATIONS AND THE CURRENT UDOT TC SERIES STANDARD DRAWINGS.
16. PROJECT TRAFFIC CONTROL MAINTAINER SHALL VERIFY THE INSTALLATION AND MAINTENANCE OF ALL TRAFFIC CONTROL SIGNS AND CHANNELIZING DEVICES IN ACCORDANCE WITH PROJECT TRAFFIC CONTROL PLANS AND SPECIFICATIONS.
17. PLACE ADVANCE WARNING ARROW PANEL ON SHOULDER WHEN AVAILABLE WHEN NO ADEQUATE SHOULDER IS AVAILABLE PLACE ARROW IN FIRST 1/3 OF TAPER IN THE CLOSED LANE.
18. PLACE AN ARROW PANEL ON THE SHOULDER OF THE ROADWAY OR, IF PRACTICAL FURTHER FROM THE TRAVEL LANE. WHEN NO ADEQUATE SHOULDER IS AVAILABLE, PLACE ARROW PANEL IN THE FIRST 1/3 OF TAPER IN THE CLOSED LANE. IT SHOULD BE DELINEATED WITH RETROREFLECTIVE TEMPORARY TRAFFIC CONTROL (TTC) DEVICES. WHEN AN ARROW PANEL IS NOT BEING USED, IT SHOULD BE REMOVED. IF NOT REMOVED, IT SHOULD BE SHIELDED. OR IF PREVIOUS TWO OPTIONS ARE NOT FEASIBLE, IT SHOULD BE DELINEATED WITH RETROREFLECTIVE TTC DEVICES.
19. USE SHOULDER TAPER WHEN ARROW PANEL IS PLACED ON SHOULDER.
20. USE THE POSTED SPEED LIMIT PRIOR TO WORKZONE TO COMPUTE THE SIGN SPACING, TAPER LENGTH, BUFFER ZONE, AND WORK CLEAR ZONE DISTANCE. USE THE POSTED SPEED LIMIT DURING WORK TO DETERMINE THE TANGENT SPACING FOR CHANNELIZING DEVICES.
21. SIGN MAY BE USED ANYTIME IN WORK ZONE IN PLACE OF EXISTING SPEED LIMIT SIGNS (NO CHANGE IN SPEED LIMIT).
22. USE BUMP SIGN (WB-1) WHEN METAL PLATES ARE PLACED ON THE ROADWAY.
23. USE SUPPLEMENTAL LEFT SIDE SIGNING FOR HIGH-SPEED DIVIDED HIGHWAYS.
24. MAINTAIN PEDESTRIAN TRAFFIC AT EXISTING CROSSWALKS AND EXISTING SIDEWALKS. WHEN PEDESTRIAN TRAFFIC CANNOT BE MAINTAINED REROUTE ACCORDING TO STD DWG TCA.
25. SEE STD DWG TC 4D FOR SIGN DESIGN AND LAYOUT.
26. USE "FINES DOUBLE" SIGNING AT ALL MAJOR INTERSECTIONS/INTERCHANGES WITHIN THE PROJECT WHEN "FINES DOUBLE" OPTION IS USED.

## TAPER, BUFFER ZONE & SIGN SPACING CHART

ROAD TYPE	SPEED (S) MPH	MINIMUM TAPER LENGTH (L) FEET		LENGTH OF BUFFER (BZ) DESIRABLE FEET	MINIMUM SIGN SPACING (SS)				ONE LANE TWO-WAY FLAGGING TAPER LENGTH FEET
		1/2 LANE CLOSURE	FEET		A	B	C	D	
CONVENTIONAL	30 AND LOWER	180	200	100	100	100	100	100	50
	35	245	250	350	350	350	175	100	
	40	320	305	500	500	500	250		
	45	540	360						
	50	600	425						
FREEWAY/ EXPRESSWAY	55	660	495	500	500	500	250		100
	60	720	570						
	65	780	645	1000	1640	2640	500		
	70	840	730						
	75	900	820						

### TAPER LENGTH FORMULAS

SPEED	FORMULA
40 AND LESS	$L = WS^2 / 60$
45 AND GREATER	$L = WS$

WHERE:  
L = TAPER LENGTH IN FEET  
W = WIDTH OF OFFSET IN FEET  
S = SPEED IN MPH

1/3L = FOR SHOULDER CLOSURE TAPER  
1/2L = FOR LANE SHIFT TAPER

### CHANNELIZING DEVICES:

- A) MERGING AND SHIFTING TAPERS: USE A MINIMUM OF 1 DEVICE PER FOOT OF LAN CLOSURE, PLUS 1 ADDITIONAL DEVICE TO START
- B) SHOULDER, ONE-LANE TWO WAY, AND DOWNSTREAM TAPERS: USE A MINIMUM OF 1 DEVICE PER 3 FEET OF WIDTH (OR PORTION THEREOF), DEVICE TO START PLUS 1 ADDITIONAL
- C) ON TANGENT: S X 2 = SPACING UP TO 120 FEET MAXIMUM
- D) LENGTH OF BUFFER ZONE (BZ) IS THE DISTANCE FROM END OF LANE CLOSURE TAPER TO WORK SPACE, OR ANY OBSTRUCTION PRIOR TO WORK SPACE.

**LEGEND**

-  ARROW BOARD
-  CHANNELIZING DEVICE
-  WORK ZONE

**TRAFFIC CONTROL PLANS FOR POT HOLLING**

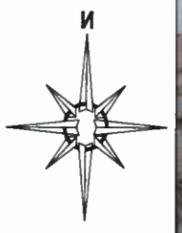
**CONTACT INFORMATION:**

**BRAD COLEMAN**      801-707-5899  
**DUSTIN ROACH**      801-598-4389





7/20 TO 8/9



SIGNS TO BE SPACED 350 FT APART  
PRIOR TO FLAGGER



8380 SOUTH

TAPER LENGTH 100 FT

BUFFER SPACE 250 FT

BRISTOL RD

ROAD CLOSED



R3-2

PIPE STAGING AREA

SIGNS TO BE SPACED 100 FT APART  
PRIOR TO FLAGGER



Google



SIGNS TO BE SPACED 100 FT APART  
PRIOR TO FLAGGER



8600 SOUTH

PIPE STAGING AREA



7/20 TO 8/9

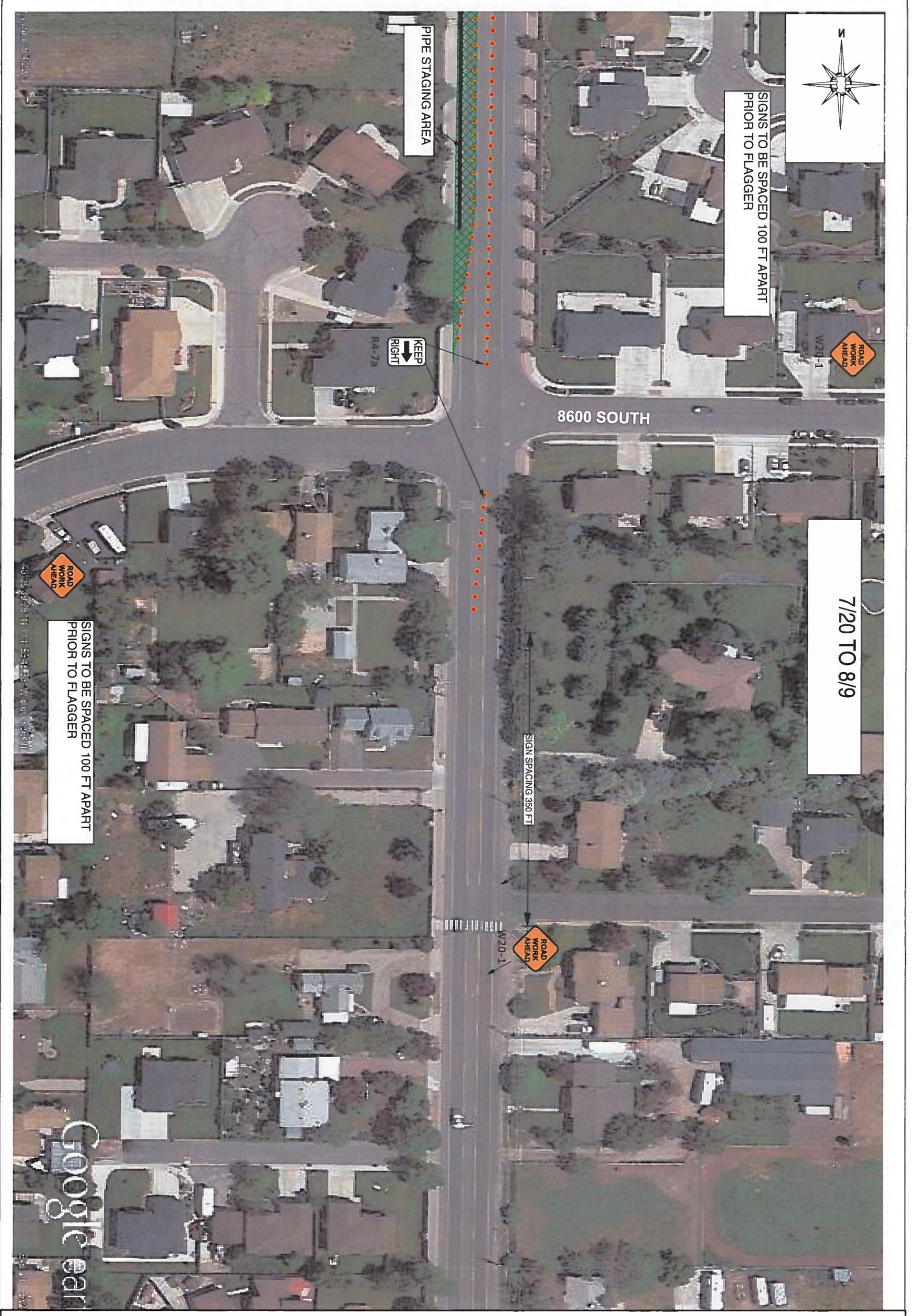
SIGN SPACING 350 FT



SIGNS TO BE SPACED 100 FT APART  
PRIOR TO FLAGGER



Google Earth



SIGNS TO BE SPACED 100 FT APART  
PRIOR TO FLAGGER



W20-1

8600 SOUTH

7/20 TO 8/9

SIGN SPACING 350 FT



W20-1

PIPE STAGING AREA



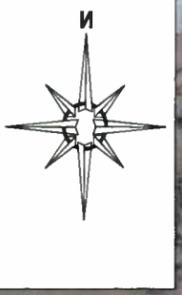
R4-7a



W20-1

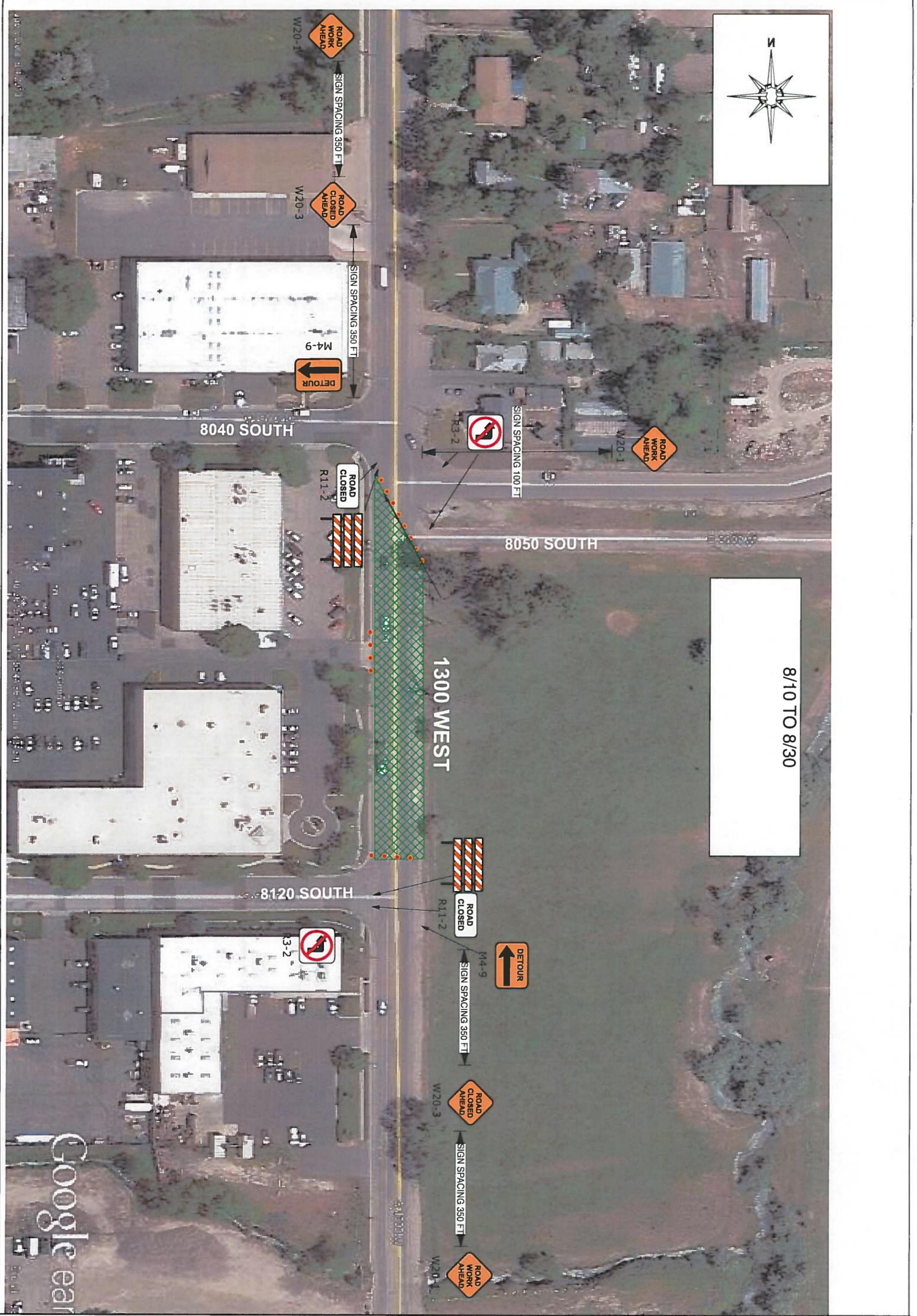
SIGNS TO BE SPACED 100 FT APART  
PRIOR TO FLAGGER

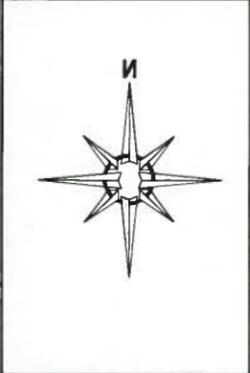
Google Earth



Signs to be spaced 350 FT APART  
PRIOR TO FLAGGER

Signs to be spaced 100 FT APART  
PRIOR TO FLAGGER





7/21 TO 7/23

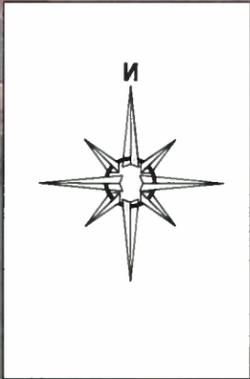


Date: 7/14/2014 Author: NBC Project: QUESTAR GAS

Comments: www.inva.com  
8120 SOUTH 1300 WEST LANE SHIFT

TC6





7/21 TO 7/23



Date: 7/14/2014 Author: NBC Project: QUESTAR GAS

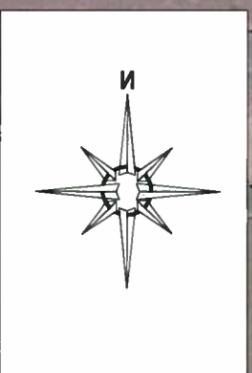
Comments:

8120 SOUTH 1300 WEST LANE SHIFT

TC8



7/18 TO 8/9



8200 SOUTH

1300 WEST SPEED LIMIT = 35 MPH

FOX POINTE DR

Google ear



NORTHBOUND TRAFFIC SHIFTED INTO  
PAVED SHOULDER

7/18 TO 8/9

Date: 7/14/2014 Author: NBC Project: QUESTAR GAS

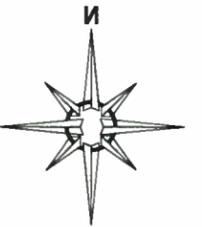
Comments:

8120 SOUTH 1300 WEST LANE SHIFT

TC10

www.inva.com

Google



7/18 TO 8/9

1300 WEST SPEED LIMIT = 35 MPH



SIGN SPACING 350 FT



SIGN SPACING 350 FT

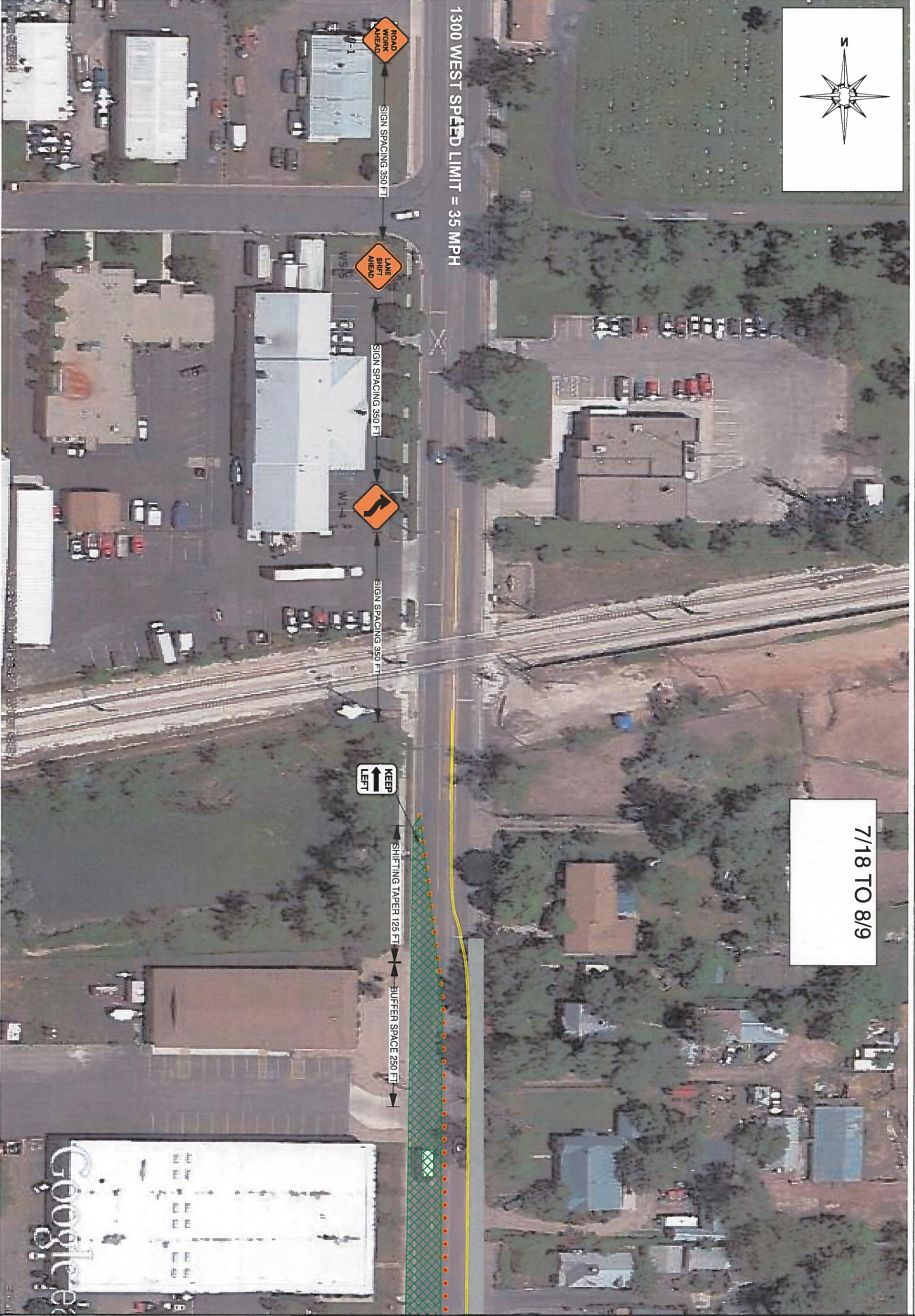


SIGN SPACING 350 FT



SHIFTING TAPER 125 FT

BUFFER SPACE 250 FT



Date: 7/14/2014 Author: NBC Project: QUESTAR GAS

Comments: www.investigation.com  
8120 SOUTH 1300 WEST LANE SHIFT  
TC 11



