

**AGREEMENT
BETWEEN
WCEC ENGINEERS DBA WALL CONSULTANT GROUP
AND
GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT
FOR
CONSULTING SERVICES**

For 6200 South Wall and Sidewalk Project

Revision 1

THIS AGREEMENT, is made and entered into as of the ____ day of _____, 2025, by and between GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT (the “DISTRICT”), a body corporate and politic of the State of Utah and WCEC ENGINEERS DBA WALL CONSULTANT GROUP (“CONSULTANT”), licensed to do business in the state of Utah, with a principal place of business at 2139 South 1260 West, Salt Lake City, UT 84119. DISTRICT and CONTRACTOR may be referred to as “the Parties”.

RECITALS

WHEREAS, the DISTRICT requires the services of a qualified engineering firm to conduct a design of the 6200 South Sound Wall; and

WHEREAS, due to the institutional knowledge acquired by CONTRACTOR for previous work on the project, the cost to transfer CONTRACTOR’s institutional knowledge to another contractor would be large; and

WHEREAS, much greater time and cost would be required by DISTRICT personnel to assist another consultant to understand and complete a successful planning effort; and

WHEREAS, due to the expected transitional costs involved, this contract is being awarded to CONTRACTOR on a sole source basis in accordance with Utah State Code 63G-6a-802 and a sole source determination made by the DISTRICT’s procurement official.

AGREEMENT

NOW, THEREFORE, in exchange for valuable consideration, including the mutual covenants contained in this Agreement, the parties covenant and agree as follows:

ARTICLE I - SERVICES OF THE CONSULTANT

A. **Services.** The CONSULTANT agrees to perform the services that are specified in Exhibit A attached to this Agreement and as may be specified by any amendments to this Agreement identified as Work Orders or Work Order Amendments or otherwise, all of which are incorporated by reference as part of this Agreement. In performing said services, the CONSULTANT shall follow practices consistent with acceptable professional and technical standards for work of this nature.

B. **Scope of Work.** The CONSULTANT hereby agrees to furnish those services necessary to complete the Scope of Work specified in this Agreement. All said services shall be performed by the CONSULTANT or by the CONSULTANT's associates, employees, or subconsultants under the personal supervision of the Project Manager, or such other qualified person as shall be designated by the CONSULTANT and approved in writing by the DISTRICT.

C. **Consultant's Project Manager.** Ryan Nuesmeyer will perform or supervise the project on behalf of the CONTRACTOR as Project Manager. Should he be unable to complete said responsibility for any reason, the MSD reserves the right to terminate this contract in the event he is not replaced by a person which the MSD finds to be satisfactory.

D. **Qualified Personnel.** The CONSULTANT agrees that it has, or will secure at its own expense, the qualified personnel required to perform the services specified by this Agreement.

E. **Subcontracting.** Except as allowed by the DISTRICT's Representative in a written document, none of the services specified by this Agreement shall be subcontracted.

F. **Mandatory Meeting Attendance.** During the contract period, the CONSULTANT shall attend such meetings and public hearings as are mutually deemed reasonable, necessary and appropriate by the parties for the services as specified in attached Exhibits A and B, or any amendments to this Agreement.

G. **Ownership of Work Product.** All materials developed, prepared, completed or acquired by the CONSULTANT during the performance of the services specified by this Agreement or any amendment thereof, including all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, CAD files, and reports, shall become the property of the DISTRICT and shall be delivered to the DISTRICT during the contract period, or within thirty days of the contract termination. All such materials shall not be released by the CONSULTANT at any time without the prior written approval of the DISTRICT's Representative. It is understood and agreed that such materials are to be prepared exclusively for work required under this Agreement, and that their use on other projects may not be appropriate. Therefore, the DISTRICT agrees that its use of said materials on other projects shall be at its own risk unless prior thereto the CONSULTANT has given its written approval for such use.

H. **Work Plan.** All services shall be provided in accordance with the Work Plan that is attached hereto as Exhibit B which is incorporated herein by reference, unless otherwise approved by the DISTRICT in writing.

ARTICLE II - MANAGEMENT AND COORDINATION

A. **The District's Representative.** So the DISTRICT may maintain coordination of the services to be performed as specified by this Agreement, it is hereby agreed that the services

performed by the CONSULTANT hereunder shall be coordinated with the DISTRICT's Representative, Chad Anderson, P.E., or his designee. The District may change its representative at its sole discretion at any time by providing written notification of the change to CONSULTANT.

B. **The Consultant's Representative.** Ryan Nuesmeyer, PE, will perform or supervise the project on behalf of the CONSULTANT as Project Manager. Should CONSULTANT's Project Manager be unable to complete said responsibility for any reason, the DISTRICT reserves the right to terminate this Agreement in the event he is not replaced by a person which the DISTRICT finds satisfactory.

ARTICLE IV - OFFICES

The CONSULTANT shall provide its own offices or working space for the performance of its work under this Agreement.

ARTICLE V - TERM

A. **Term.** The term of this Agreement is from its execution by both parties and will continue in effect until _____, 2025, but it may be renewed by amendment for two (2) additional one-year periods at the DISTRICT'S sole discretion as necessary to complete the work.

B. **Right to Extend.** The DISTRICT reserves the right unilaterally to extend the term of the Agreement due to unanticipated future expansion of the scope of work at the hourly rates stated in attached Exhibit C, which is incorporated herein by reference.

C. **Performance Review.** The DISTRICT reserves the right to review, on a regular basis, CONSULTANT's performance and perform a cost analysis and may negotiate price and service elements during the term of the Agreement. All terms and conditions of this Agreement shall be in effect and shall not terminate until the completion of the work, at which time this Agreement shall terminate.

D. **Time Schedule.** The CONSULTANT shall commence its services as specified by this Agreement and subsequent amendments to this Agreement, if any. The CONSULTANT hereby agrees to be bound by the time schedule for the work and to proceed diligently upon the execution of this Agreement.

E. **Time Commitment.** The CONSULTANT is not required to provide full-time service throughout the term of this Agreement. However, during the entire term period, the CONSULTANT agrees to attend meetings and public hearings as requested by the DISTRICT and provide the services required under the provisions of Exhibits A and B, as well as any amendment to this Agreement.

ARTICLE VI - COMPENSATION

A. **Timing.** Payments to the CONSULTANT, for both costs and services, shall not exceed \$218,914.99 as reflected in attached Exhibit C. Payment to the CONSULTANT for its services provided under this Agreement shall become due upon completion of the same. At the end of each 30-day period during the CONSULTANT's performance hereunder, the CONSULTANT may request a progress payment based upon work performed and services rendered within that 30-day period. The DISTRICT shall pay to the CONSULTANT the requested payment, if approved, or the undisputed portion thereof, within forty-five (45) days after the progress payment request is received by the DISTRICT. Five percent (5%) of the amount of the approved payment shall be retained by the DISTRICT until completion of all of the final work product in a manner consistent with this Agreement. CONSULTANT may request payment of this retainage upon completion of the work and/or annually if it is a multi-year project, and the DISTRICT will pay undisputed requests for release of retainage amounts within thirty (30) days of receipt of CONSULTANT's request. If the DISTRICT fails to make a

payment within the times specified above, there shall be added to such payment interest at a rate equal to the percentage rate earned by DISTRICT on such funds, compounded monthly, commencing on the first day after said payment is due and continuing until payment is made. Interest shall be deemed to be additional to any compensation due to the CONSULTANT for services provided pursuant to this Agreement.

B. **Required Documentation.** The payment process described above shall begin only upon submission by the CONSULTANT, to the DISTRICT's Representative, of an original copy of billings or vouchers, including support documents. Any request for a progress payment shall be denominated as such and shall include the billing or voucher, with support documents, detailing the bill and giving a brief statement of accomplishments and status.

ARTICLE VII - INSURANCE AND INDEMNIFICATION

A. **Insurance.** The CONSULTANT shall, at its sole cost and expense, secure and maintain during the term of this Agreement, including all renewal or additional terms, the following minimum insurance coverage:

B. **General Insurance Requirements for all Policies.**

1. Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of at least 3 (three) years following the end of the term of this Agreement or contain a comparable "extended discovery" clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to the DISTRICT.

2. All policies of insurance shall be issued by insurance companies authorized to do business in the State of Utah and either:

- (i) Currently rated A- or better by A.M. Best Company;

—OR—

- (ii) Listed in the United States Treasury Department's current *Listing of Approved Sureties (Department Circular 570)*, as amended.

3. The CONSULTANT shall furnish certificates of insurance, acceptable to the DISTRICT, verifying compliance with the insurance requirements herein prior to the execution of this Agreement. The CONSULTANT shall also provide updated certificates of insurance on or before the anniversary date of any of the evidenced policies throughout the Term of this Agreement.

4. In the event any work is subcontracted, the CONSULTANT shall require its subconsultant, at no cost to the DISTRICT, to secure and maintain all minimum insurance coverage required of the CONSULTANT hereunder.

5. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the CONSULTANT shall provide a new certificate of insurance within 30 (thirty) days after being notified thereof in writing by the DISTRICT, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to the DISTRICT.

6. All required certificates and policies shall provide that coverage thereunder shall not be canceled without providing 30 (thirty) days prior written notice to the DISTRICT in a manner approved by the District's Attorney.

7. In the event the CONSULTANT fails to maintain and keep in force any insurance policies as required herein, the DISTRICT shall have the right at its sole discretion to

obtain such coverage and reduce payments to the CONSULTANT to offset the cost of said insurance.

C. **Required Insurance Policies.** The CONSULTANT, at its own cost, agrees to secure and maintain during the Term of this Agreement, including all renewal terms, the following required policies of insurance in accordance with the general insurance requirements set forth in the preceding subsection:

1. Workers' compensation and employer's liability insurance as required by the State of Utah unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes consultants who are doing business as an individual and/or as a sole proprietor as well as corporations, limited liability companies, joint ventures and partnerships. In the event any work is subcontracted, the CONSULTANT shall require its subconsultant(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

2. Commercial general liability insurance on an occurrence form with the DISTRICT as an additional insured, in the minimum amount of \$500,000 per occurrence with a \$1,000,000 general policy aggregate. The policy shall protect the DISTRICT and the CONSULTANT, from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the CONSULTANT's operations under this Agreement, whether performed by CONSULTANT, a sub-consultant or subcontractor, or anyone directly or indirectly employed by any of them. Such insurance shall provide coverage for premises operations, acts of independent consultants, and completed operations. The policy

shall be primary and not contributing to any other policy or coverage available to the DISTRICT whether such coverage be primary, contributing, or excess.

3. Professional Liability Insurance in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 annual policy aggregate.

4. Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, with the DISTRICT as an additional insured, in: a) the minimum amount of \$100,000 per person, \$300,000 per accident, \$50,000 property damage; or b) a single combined limit of \$500,000.

—OR IF THERE WILL NOT BE ANY VEHICLE OPERATIONS—

If the CONTRACTOR does not operate and commits in writing not to operate a vehicle in connection with any services rendered under this Agreement, the DISTRICT may not require the CONTRACTOR to obtain commercial automobile liability insurance.

D. **Indemnification.** The CONSULTANT agrees to defend (with legal counsel acceptable to DISTRICT), indemnify and save harmless the DISTRICT and its officers, authorized agents, and employees, from and against losses, damages, injuries, liabilities, and claims, including claims for personal injury, death, or damage to personal property and liens of workmen and materialmen (suppliers), however caused, resulting directly or indirectly from or arising out of the CONSULTANT's, or its agent's, representative's officer's, employees', or subcontractor's, breach of contract, negligence, recklessness, or intentional misconduct in the performance of this Agreement.

E. **Independent Contractor.** The parties agree that for purposes of this Agreement, the CONSULTANT, its officers, agents and employees are not to be regarded as the

DISTRICT's employees and that the CONSULTANT is an independent contractor in all respects.

ARTICLE VIII - REMEDIES

A. **Time for Completion.** The date of beginning and the time for completion of the specified work are essential conditions of this Agreement. The parties stipulate and agree that time is of the essence in the performance of this Agreement and the time set forth for performance in this Agreement shall be strictly followed. If the CONSULTANT should fail to complete the work within the contract time as set forth in Article V or an extension of time granted by the DISTRICT through a signed written amendment pursuant to Article X, Section G, then the CONSULTANT shall be in default after the time stipulated in the Agreement which shall be just cause for immediate termination of this Agreement by the DISTRICT and the pursuit of any remedy allowed by this Agreement and/or by law. The CONSULTANT shall not be responsible for delays due to causes beyond the CONSULTANT's reasonable control. In the case of any such delay, the time of completion shall be extended accordingly.

B. **Correction of Work.** The CONSULTANT shall promptly replace and/or re-execute work rejected by the DISTRICT for failure to comply with this Agreement, without expense to the DISTRICT. However, the DISTRICT shall give expeditious and thorough consideration to all reports and sketches, estimates, drawings and specifications, proposals and other documents submitted by the CONSULTANT and shall inform the CONSULTANT of any decisions concerning adequacy of the work within a reasonable time.

C. **Disputes.** If any disputes upon any matter pertaining to this Agreement arise between the parties hereto, any claim upon such dispute shall be presented in writing to the DISTRICT by the CONSULTANT within ten (10) days of the commencement of the dispute or

the same shall be deemed waived by the CONSULTANT. Notice of such claim need not be specific in detail but shall be sufficient to identify the character and scope of the claim. The DISTRICT shall consider said claim and render its decision thereon in writing not later than ten (10) days following the date notice of said claim was received by the DISTRICT. In the meantime, the CONSULTANT shall proceed with the work as directed by the DISTRICT. If the CONSULTANT is aggrieved by the decision of the DISTRICT upon its claim, the CONSULTANT shall nevertheless comply therewith and complete the work required thereunder, and under this Agreement. By giving timely notice of its claim according to this paragraph, the CONSULTANT shall preserve its claim for future proceedings or litigation, if necessary. However, the existence of any dispute shall not serve as reason for CONSULTANT to terminate or delay the work required under this Agreement.

ARTICLE IX - TERMINATION

A. **District's Right to Terminate.** The DISTRICT shall have the right to terminate this Agreement in whole or, from time to time, in part for the DISTRICT's convenience or because of the CONSULTANT's failure to fulfill contractual obligations.

B. **Procedure.** The DISTRICT shall terminate by delivering to the CONSULTANT a Notice of Termination specifying the extent to which performance of services under this Agreement is terminated, and the date upon which such termination becomes effective. In the event the Agreement is terminated by the DISTRICT prior to full performance by the CONSULTANT, the CONSULTANT shall be paid for services rendered to the date of termination based upon a percentage of completion of the full performance of this Agreement.

C. **Consultant's Response.** After receipt of a written Notice of Termination for convenience, the CONSULTANT shall:

1. Stop work under the Agreement upon the date and to the extent specified in the Notice of Termination;

2. Place no further orders or subcontractors for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Agreement as is not specifically terminated;

3. Transfer title to the DISTRICT, and deliver to the DISTRICT, work in process, completed work, completed or partially completed plans, CAD files, drawings, information and other property which would be required to be furnished to the DISTRICT if the Agreement had been completed;

4. Terminate all orders and subcontracts to the extent that they relate to performance of work terminated by the Notice of Termination;

5. Assign to the DISTRICT, in the manner, at the times, and to the extent directed by the DISTRICT, all of the right, title and interest of the CONSULTANT in any orders and subcontracts so terminated, in which case the DISTRICT shall have a right, in its discretion, to settle and pay any or all claims arising out of the termination of such orders and subcontracts;

6. Settle all outstanding liabilities and all claims arising out of such termination and orders and subcontracts, with the approval and ratification of the DISTRICT to the extent the CONSULTANT may require, which approval or ratification shall be final for all purposes of this clause.

D. **Consultant's Termination Claim.** After receipt of a written Notice of Termination, the CONSULTANT shall submit to the DISTRICT its termination claim no later than sixty (60) days after the termination of this Agreement, unless extensions in writing are

granted by the DISTRICT. Upon failure of the CONSULTANT to submit its termination claim within the time allowed, the DISTRICT may determine, on the basis of information available, the amount, if any, due to the CONSULTANT by reason of the termination and may thereupon pay to the CONSULTANT the amount so determined.

E. **Termination for Convenience.** In the event of termination for convenience, the amounts due to the CONSULTANT from the DISTRICT shall be determined as follows: (1) There shall be included all costs and expenses reimbursable in accordance with this Agreement, not previously paid to the CONSULTANT for the performance of this Agreement prior to the effective date of the Notice of Termination, and such of these costs as may continue for a reasonable time thereafter with the written approval of, or as directed by, the DISTRICT; (2) There shall be included, so far as not included under (1) above, the cost of settling and paying claims arising out of the termination of work under subcontracts or orders, which are properly chargeable to the terminated portion of the Agreement.

F. **Limitation on Termination Claim.** In no event shall all termination claims and payments described herein exceed the not-to exceed amount of this Agreement less all amounts theretofore paid to the CONSULTANT less the price of any work not terminated.

ARTICLE X - MISCELLANEOUS

A. **No Officer or Employee Interest.** No officer or employee of the DISTRICT has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. No officer or employee of the CONSULTANT nor any member of their families shall serve on a DISTRICT board or committee or hold any such position which either by rule, practice or action nominates, recommends, or supervises the CONSULTANT's operations, or authorizes funding to the CONSULTANT. No officer, member or employee of the DISTRICT and no members of

its governing body, and no other public official of the governing body of the locality or localities in which the work provided for in this Agreement is a part shall (1) participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which she is, directly or indirectly, interested, or (2) have any interests, direct or indirect, in this Agreement or the proceeds thereto.

B. **Assignability.** The CONSULTANT shall not assign or Transfer any interest in this Agreement (whether by assignment or novation), or transfer its duties or performance nor its rights to compensation under this Agreement, without the prior written consent of the DISTRICT thereto; provided, however, that claims for compensation due or to become due to the CONSULTANT from the DISTRICT under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the DISTRICT. DISTRICT reserves the right to assert any claim or defense it may have against CONSULTANT and against any assignee or successor-in-interest of CONSULTANT.

C. **Interest of the Consultant.** The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed as specified in this Agreement. The CONSULTANT further covenants that, in the performance of said services, no person having any conflicting interest shall be employed.

D. **Copyright.** No report, map, documents, or other data prepared or completed in full or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the CONSULTANT. The CONSULTANT shall report to the DISTRICT's Representative promptly and in reasonable detail, each notice or claim of copyright or patent

infringement based on the performance of this Agreement of which the CONSULTANT has knowledge. In the event of any claim or suit against the DISTRICT on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any supplies furnished or work or services performed hereunder, the CONSULTANT shall furnish to the DISTRICT, when requested by the DISTRICT's Representative, all evidence and information in possession of the CONSULTANT pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the DISTRICT except where the CONSULTANT has agreed to indemnify the DISTRICT.

E. **Equal Employment Opportunity.** The CONSULTANT, by entering into this Agreement, or any person acting in its behalf, agrees that it shall comply with all federal, state and local laws, rules, and regulations governing discrimination and they shall not discriminate in the engagement or employment of any professional person or any other person qualified to perform the services required under this Agreement or any subcontract executed in the furtherance thereof.

F. **No Contingent Fees.** The CONSULTANT warrants that no person or company has been employed or retained to solicit or secure this Agreement upon a contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees; nor has the CONSULTANT paid or agreed to pay any person, company, corporation, or firm, other than a bona fide employee, any fee, commission upon, or resulting from award of this Agreement. For any breach or violation of this provision, the DISTRICT shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or

consideration and any other damages and shall be responsible for reporting the details of such breach or violation to the proper legal authorities where and when appropriate.

G. **Amendments.** This Agreement may not be amended, enlarged, modified, or altered, except in writing signed by the parties. All changes, including any increase or decrease in the amount of the CONSULTANT's compensation or scope of services, which are mutually agreed upon by and between the DISTRICT and the CONSULTANT, shall be incorporated in written amendments to this Agreement and signed by the parties hereto. No alteration or variation in the terms of this Agreement shall be valid unless made in writing as required herein.

H. **Entire Agreement.** The DISTRICT and the CONSULTANT acknowledge and agree that this Agreement constitutes the entire integrated understanding between the DISTRICT and the CONSULTANT, and that there are no other terms, conditions, representations, or understandings, whether written or oral, concerning the rights and obligations of the parties to this Agreement except as set forth in this Agreement. The Agreement documents are complementary and what is called for by any one of them shall be as binding as if called for by all. In the event of any inconsistency between any of the provisions of the Agreement documents, the inconsistency shall be resolved by giving precedence in the following order:

1. This Agreement (including any signed amendments thereto);
2. The Scope of Work, Exhibit A;
3. The Work Plan, Exhibit B; and
4. The "not to exceed" Budget, Exhibit C.

I. **Non-Funding.** The parties acknowledge that funds are not presently available for the performance of this Agreement beyond the end of the DISTRICT's fiscal year, which is June 30th. Each Party's obligation beyond that date is contingent upon funds being appropriated for

payment due for services. If no funds or insufficient funds are appropriated and budgeted in any fiscal year, or if there is a reduction in appropriations due to insufficient revenue, resulting in insufficient funds for payments due or about to become due under this Agreement, then this Agreement shall create no obligation on the DISTRICT as to such fiscal year (or any succeeding fiscal year), but instead shall terminate and become null and void on the first day of the fiscal year for which funds were not budgeted and appropriated or, in the event of a reduction in appropriation, on the last day before the reduction becomes effective (except as to those portions of payments herein then agreed upon for which funds are appropriated and budgeted). Said termination shall not be construed as a breach of or default under this Agreement and said termination shall be without penalty, additional payment, or other charges of any kind whatsoever to the parties, and no right or action for damages for other relief shall accrue to the benefit of the other Party as to this Agreement, or any portion thereof, which may so terminate and become null and void.

J. **Default.** If either party defaults in the performance of the Agreement or any of its covenants, terms, conditions, or provisions, the payment of all costs and expenses, excluding attorney's fees, which may arise or accrue from enforcing the Agreement or from pursuing any remedy provided thereunder shall be adjudicated per state law.

K. **Applicable Law and Venue.** This provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated, and resolved within the jurisdiction of the State of Utah.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, each of the parties execute this Agreement as of the day and year specified above.

**GREATER SALT LAKE MUNICIPAL
SERVICES DISTRICT:**

By: _____
Kelly Bush, Trustee (and Mayor of the
City of Kearns)

Approved as to Form:

Mark H. Anderson, Attorney

**CONSULTANT
WCEC Engineers DBA Wall Consultant
Group**

By: _____

Name: _____

Title: _____

SCOPE OF WORK

Project Name: 6200 South; 5500 W to 5000 W, Soundwall

Date: April 9, 2025 v4

EXECUTIVE SUMMARY

Brief Description:

WCG proposes to contract with the Greater Salt Lake Municipal Services District (MSD) to perform engineering services for the design of a soundwall along the north side of 6200 South from 5500 West to 5000 West and along the south side of 6200 South from Cosmo Drive to 5155 West, in the City of Kearns.

Assumptions:

- Meetings
 - Milestone meetings will include: Kickoff, 30% Review, 90% Review, & 100% Verification
 - Meetings will include document preparations such as agenda, meeting minutes, schedule updates, risk management tracking / updates and action items tracking
- Roadway
 - WCG understands the intent of this project is to protect the existing curb & gutter in place and improvements will include curb-adjacent sidewalk (over the existing parkstrip & sidewalk) and a 6' decorative precast concrete wall system at the back of the sidewalk
 - No pedestrian access ramps evaluations &/or replacements are anticipated
 - One driveway / access connections is anticipated (for the water tank)
 - No roadway widening or changes to the existing roadway striping, geometrics, lighting, signals, &/or drainage system are anticipated
- Landscaping
 - No landscaping design is anticipated
 - Impacts to existing private landscaping/pressurized irrigation systems will be handled with cost-to-cure &/or completed as part of a general landscape restoration item
- Survey / ROW



- GPS and optical instruments will be used to collect survey data within the project limits
- Survey of the Subsurface Utility Engineering is included, based on the attached scope
- Research up to 50 parcels in 11 subdivisions for existing ROW
- Deeds and exhibits for acquisition are not included in this scope, it's anticipated all work will be completed within the existing ROW
- Utility Assumptions
 - It is assumed that all utility relocations will be completed via franchise agreement and no project specific utility agreements will be required
 - No utility design (city or 3rd party) is anticipated
 - WCG will coordinate preliminary Subsurface Utility Engineering mapping and toning. After mapping is complete, WCG will identify known conflicts, further utilize testholes to gather more information, and coordinate utility relocations with the impacted company
- 3rd Party Public Involvement &/or acquisition services are anticipated at this time, but can be completed through a contract amendment
- Structural design of the precast walls will be provided and no structural design is anticipated
- The Work Plan is based upon information known at the time contract documents were prepared
- UDOT will not be party to the project and the design process will follow industry standard design processes (not the UDOT design process)
- WCG will provide plans, Engineer's Estimate, Bid Tab, & project special provisions; MSD will provide a spec book template
- This effort is for the design of the project and does not include inspection services, but can be completed through a contract amendment
- WCG will utilize Microsoft Project for project schedule updates

WORK PLAN

Project Management

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

Deliverables

- Coordinate WCG internal staff
- Developing & tracking action items and follow up
- Developing & tracking project decisions
- Schedule management
- Invoice preparation

Develop Base Mapping / Existing Surface

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

Based on our understanding of the project the base mapping will be collected along 6200 South approximately 4600 feet. Mapping will extend from TBC to 8 feet behind ROW.

Information collected will be compiled into a geo-referenced AutoCAD file (Extopo.dwg).

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

Deliverables

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

Identify Existing Right-of-Way

Research will be conducted to obtain all the necessary records needed to determine the existing rights of way, easements, and property lines along the project corridor. That research will include coordinating with State, County, and City offices.

Our team will compile this research to develop an existing right of way drawing (Exrow.dwg). The Exrow.dwg will include the following information:

- Existing right of ways and street names.
- Existing easements shown and labeled identifying purpose.
- Political boundaries.

- Control lines from previous projects.
- PLSS section breakdown.
- Lot and block breakdown.
- Property lines with owner information.

There are approximately 50 parcels (in 11 different subdivisions) along the project corridor. Research will be conducted on those parcels. Research will be conducted to verify that title has been cleared within the existing right of way. Research will also be conducted to identify if those right of ways are public or private.

WCG will create a property owner spreadsheet that identifies all parcels inside the project limits along with owner information. This spreadsheet will be used in identifying right of way needs and developing documents for right of way acquisition.

Deliverables

ExRow.dwg
ExRow Property Spreadsheet
QC Documentation

Kickoff Meeting

The Kickoff Meeting will focus on: 1) reviewing the previous design, 2) discussing the additional segment along the south side of 6200, 3) confirm the intent of the project, and 4) establish the project schedule.

Deliverables

- Meeting Agenda / Notes
- Project Scope Statement

Model Initial Roadway Design & Wall Layout

Our team will design the proposed wall alignment and sidewalk improvements based on the concept exhibit provided and model to determine property impacts and provide mitigation strategies (where possible)

Deliverables

- Preliminary roadway design
- Roadway Cost Estimate

Utility Identification

We will begin this activity as soon as possible. WCG will coordinate the initial mapping effort including coordination with KCI, and utility companies.

Deliverables

- Utility Companies Contact List

- ExUtil (QL-D)

Prepare 30% Design Review Package

Compile previous comments, project cost estimate, and all discipline review materials to produce the 30% Review Package. Complete milestone quality control / quality assurance reviews.

Deliverables

- QC Redlines
- Comment Resolution Form
- 30% Design Review Package

30% Design Review Meeting

The 30% Design Review is the first review of all major roadway, utility, and ROW impacts. The meeting should include reviews to determine available funding and consistency, accuracy, and constructability within the project scope.

Deliverables

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

Complete Roadway Plans & Documents

WCG will complete the roadway plan sheets and create roadway plan quantities, details, and additional plan sheets. Prepare and assemble roadway project documents. Finalize roadway cost estimate.

Deliverables

- Roadway Comment Resolutions
- Front Sheets (1-x sheets, Horizontal Control, Cross Reference, Details, etc.)
- Project Special Provisions
- Roadway Cost Estimate

Complete Utility Plans

Complete utility plans and documents that detail utility provided location information (for the Contractor's, not the utility companies, purposes), identify impacts, and reflect 3rd party provided utility mitigation plans

Deliverables

- Utility Plan Sheets

Prepare 90% Design Review Package

Compile comment resolutions, project cost estimate, and discipline review materials to produce the 90% Design Review Package. Complete milestone quality control / quality assurance reviews.

Deliverables

- QC Redlines
- Comment Resolution Form
- Plan Set Sheets
- Project Cost Estimate
- Special Provisions
- 90% Design Review Package

90% Design Review Meeting

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

Deliverables

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

Incorporate 90% Design Review Comments

Make revisions based on comments made during 90% Design Review Meeting.

Deliverables

- Final Disposition Review Comment Resolution Form
- Final Plan Set & Project Documents Package

100% Design Verification Meeting

This meeting is to review the completed project documents along with the comment resolution form to ensure all comments were addressed completely, as the reviewer intended.

Deliverables

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

Exhibit C



Estimated Hours

Project Name: 6200 South; 5500 W to 5000 W, Soundwall
Date: April 9, 2025 v4

Project Manager		QC/QA Engineer	Project & Roadway Engineer	Design Engineer	Utilities Engineer	Design EIT	Survey/ROW Manager	ROW Lead	Survey Lead	Survey Crew Chief	Survey Tech	Survey/ROW CADD Tech	Project Admin	HOURS PER TASK		UNIT PRICE COST PER TASK		
Ryan Nuesmeyer		Byce Albrecht	Emily Lupanmanu	Andrew Young	Ben Williams	Zach Wall	Darren Williams	Andy Chipman	Kyle Turner	Chris Haynes	Ryan Rich	Rod Moore	Shea Marfield					
\$ 210.01		\$ 184.30	\$ 170.60	\$ 138.80	\$ 167.68	\$ 81.40	\$ 167.43	\$ 139.72	\$ 152.20	\$ 110.01	\$ 73.02	\$ 115.01	\$ 80.01					
LABOR HOURS:																		
Project Management																		
96							26		56	100	100	68	36	132		\$	23,041.32	
Develop Base Mapping/Existing Surface							15	41						348		\$	38,770.04	
Identify Existing Right-of-Way							2							56		\$	8,238.97	
Kickoff Meeting			2	2	2									10		\$	1,709.04	
Model Initial Roadway Design & Wall Layout			32	64										102		\$	15,602.46	
Utility Identification					8	8								16		\$	1,992.64	
Prepare 30% Design Review Package			4	6	2	3								28		\$	4,726.38	
30% Design Review Meeting		12			2									8		\$	1,431.44	
Complete Roadway Plans & Documents			80	120	24	60	2							200		\$	30,304.00	
Complete Utility Plans														84		\$	8,908.32	
Prepare 50% Design Review Package			8	12	2	3								47		\$	7,818.82	
90% Design Review Meeting		16	3	3	3	4	3							15		\$	2,563.56	
100% Design Review Meeting		6	24	32	2	2	2							70		\$	10,722.78	
100% Design Verification Meeting		4	8	12	2	4	2							28		\$	4,546.68	
TOTAL LABOR HOURS		123	34	163	251	78	60	41	56	100	100	68	36	1145		\$	160,371.43	
DIRECT LABOR COSTS																		
\$ 25,831.23		\$ 6,266.20	\$ 27,807.60	\$ 34,838.80	\$ 7,880.96	\$ 6,349.20	\$ 8,371.50	\$ 5,728.52	\$ 8,523.20	\$ 11,001.00	\$ 7,302.00	\$ 7,590.66	\$ 2,880.36					
Direct Expenses Summary																		
		Quantity	Rate	Direct	Sub-Consultants													
		3,500	\$	0.700	\$2,450.00													
		KCI - SUE Inc./Project Manager																
		Total Direct Expenses		\$2,450.00		\$ 54,093.56												
																</		