

REQUEST FOR COUNCIL ACTION

SUBJECT: 5600 West; 7800 – 8600 South; Project No. F-R299(139)

SUMMARY: Approve a Local Government Contract between the Utah Department of Transportation (UDOT), West Jordan City and Parsons Transportation Group for preconstruction engineering for the 5600 West 7800 South to 8600 South project, in an amount not to exceed \$397,929.51.

FISCAL AND/OR ASSET IMPACT: The City is responsible for 6.77% of the funding for the contract, equal to \$26,939.83. The funding for this contract is available in the road capital account.

STAFF RECOMMENDATION:

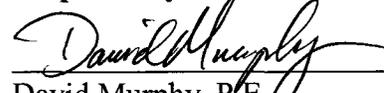
Staff recommends approval of a Local Government Contract between the UDOT, West Jordan City and Parsons Transportation Group for preconstruction engineering for the 5600 West 7800 South to 8600 South project, in an amount not to exceed \$397,929.51.

MOTION RECOMMENDED:

"I move to adopt Resolution No. 16-141 authorizing the Mayor to execute a Local Government Contract between the UDOT, West Jordan City and Parsons Transportation Group for preconstruction engineering for the 5600 West 7800 South to 8600 South project, in an amount not to exceed \$397,929.51.

Roll Call vote required

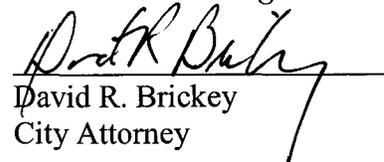
Prepared by:


David Murphy, P.E.
CIP Manager

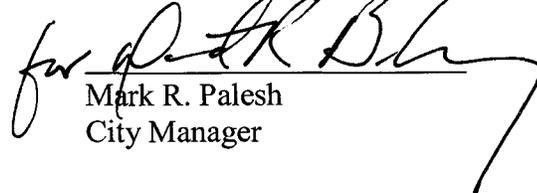
Reviewed by:


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

Reviewed as to Legal Sufficiency:


David R. Brickey
City Attorney

Recommended by:


Mark R. Palesh
City Manager

BACKGROUND DISCUSSION:

A Federal Aid Agreement with the UDOT for this project was approved at City Council on June 8, 2016. The intent of this agreement is to allow design work to proceed through the UDOT process that will prepare plans and specification for bidding the project. After a search of UDOT approved contractors, Parsons Transportation Group was selected as the consultant best matching the design requirements for this project. As per most local government sponsored projects, the City cost participation is 6.77%, or \$26,939.83 of the \$397,929.51 contract.

Attachments:

Resolution

UDOT Local Government Contract

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

RESOLUTION NO. 16-141

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LOCAL
GOVERNMENT CONTRACT BETWEEN THE UTAH DEPARTMENT OF
TRANSPORTATION, THE CITY OF WEST JORDAN AND
PARSONS TRANSPORTATION GROUP
FOR THE 5600 WEST 7800 SOUTH TO 8600 SOUTH PROJECT**

Whereas, the City Council of the City of West Jordan has reviewed the attached Local Government Contract between the City of West Jordan, the Utah Department of Transportation (UDOT), and Parsons Transportation Group (a copy of which is attached as **Exhibit A**) for the 5600 West 7800 South to 8600 South Project, in an amount not-to-exceed \$397,929.51; and

Whereas, the proposed Local Government Contract between the City of West Jordan, the UDOT and Parsons Transportation Group in an amount not-to-exceed \$397,929.51 has been reviewed; and

Whereas, the City Council of the City of West Jordan has determined that the attached Local Government Contract between the City of West Jordan, the UDOT and Parsons Transportation Group for an amount not-to-exceed \$397,929.51 is acceptable for the 5600 West 7800 South to 8600 South Project.

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

Section 1. After approval as to legal form by the City Attorney, the Mayor is hereby authorized and directed to execute the Local Government Contract between the City of West Jordan, the UDOT and Parsons Transportation Group for the 5600 West 7800 South to 8600 South Project, in an amount not-to-exceed \$397,929.51.

Section 2. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 7th day of September 2016.

Kim V. Rolfe
Mayor

ATTEST:

Melanie S. Briggs
City Recorder

RESOLUTION NO. 16-141

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LOCAL
GOVERNMENT CONTRACT BETWEEN THE UTAH DEPARTMENT OF
TRANSPORTATION, THE CITY OF WEST JORDAN AND
PARSONS TRANSPORTATION GROUP
FOR THE 5600 WEST 7800 SOUTH TO 8600 SOUTH PROJECT**

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



LOCAL GOVERNMENT CONTRACT

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

CONTRACT NO. _____
EFFECTIVE DATE _____
TRACKING NO. _____

Project No.: F-R299(139)
PIN Description: 5600 West; 7800 South to 8600 South
FINET Prog No.: 5352315D
PIN No.: 10009
Work Discipline: Preconstruction Engineering

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

Parsons Transportation Group
10235 So. South Jordan Gateway #300
South Jordan, UT 84095

Legal Status of Consultant: For Profit Corporation

Fed ID No.: 36-0982270

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 December 8, 2017, unless otherwise extended or canceled in accordance with the terms and conditions of this contract.

4. **CONTRACT COSTS:** The CONSULTANT will be paid a maximum of \$397,929.51 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 - Parsons Transportation Group

LOCAL AUTHORITY - West Jordan City

By: Brandon Cloward
Title: Project Manager
Printed Name: Brandon Cloward

8/12/2016 | 12:38 PM MDT
Date

By: _____
Title: _____
Printed Name: _____ Date

UTAH DEPARTMENT OF TRANSPORTATION

DEPARTMENT Comptroller's Office

By: Ben Hunt
Title: Engineer for Preconstruction

8/11/2016 | 2:45 PM MDT
Date

By: _____
Title: Contract Administrator Date

CERTIFICATION OF CONSULTANT

By signing this contract on behalf of the CONSULTANT, I hereby certify I am a duly authorized representative of Parsons Transportation Group and that neither I nor the above CONSULTANT I hereby represent has:

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

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

CERTIFICATION OF LOCAL AUTHORITY

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

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

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

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

1. **AUTHORITY:** Provisions of this contract are pursuant to authority set forth in the Utah Transportation Code §§ 72-3-102, 105, and 107; the Utah Procurement Code §§ 63g-6a-101 et seq., and Utah Admin. Code r. R33. *(Provision revised June 22, 2016.)*
2. **CONTRACT JURISDICTION AND COMPLIANCE WITH LAWS:** The provisions of this contract shall be governed by the laws of the State of Utah. Also, the CONSULTANT and those engaged by the CONSULTANT shall comply with all Federal, State and local laws, regulations and other legally binding requirements that pertain to the services provided under this contract. The CONSULTANT shall furnish proof of its compliance with state licensing requirements to the LOCAL AUTHORITY and the DEPARTMENT upon request.
3. **RECORDS ADMINISTRATION:** The CONSULTANT shall maintain all books, papers, documents, accounting records and other evidence to support costs billed for under this contract. These records shall be retained by the CONSULTANT for a period of at least six (6) years after the contract terminates, or until all audits initiated within the six years have been completed, whichever is later. These records shall be made available at all reasonable times during the six-year period for audit and inspection by the LOCAL AUTHORITY or the DEPARTMENT and other authorized State or Federal auditors. The CONSULTANT'S records supporting the cost proposal shall also be retained and made available for review by authorized Federal or State staff. Copies of requested records shall be furnished to the LOCAL AUTHORITY or the DEPARTMENT upon request. *(Provision revised June 22, 2016.)*
4. **CONFLICT OF INTEREST:** The CONSULTANT certifies that none of its officers or employees are officers or employees of the State of Utah unless disclosure has been made in accordance with Utah Code § 67-16-8. The CONSULTANT certifies that no engineer, attorney, appraiser, inspector, surveyor or survey crew, or other person performing services for the CONSULTANT has, directly or indirectly, a financial or other personal interest, other than his employment or retention by the LOCAL AUTHORITY or the DEPARTMENT, in any contract or subcontract in connection with this project (Reference 23 CFR § 1.33 (2011)). An example of this situation would be the CONSULTANT subcontracts with the Contractor to perform survey work while contracted by the LOCAL AUTHORITY or the DEPARTMENT to perform construction engineering management services for the same project.

The CONSULTANT further warrants that it has no financial or other interest in the outcome of the work performed under the contract. Examples of this situation would be a Consultant who owns land, options to buy land, or some business enterprise that would be financially enhanced or diminished by any project alternatives.
5. **EMPLOYMENT OF DEPARTMENT EMPLOYEES:** The CONSULTANT agrees not to engage in any way the services on this contract of any present or former Utah Department of Transportation employee who was involved as a decision maker in the selection or approval processes or who negotiated and/or approved billings or contract modification for this contract.
6. **CONSULTANT, AN INDEPENDENT CONTRACTOR:** The CONSULTANT shall be an independent contractor, and as such, shall have no authority, express or implied to bind the LOCAL AUTHORITY or the DEPARTMENT to any agreement, settlement, liability, or understanding whatsoever; and agrees not to perform any acts as agent for the LOCAL AUTHORITY, except as specifically authorized and set forth herein. Persons employed by the LOCAL AUTHORITY and acting under the direction of the LOCAL AUTHORITY shall not be deemed to be employees or agents of the CONSULTANT. Compensation provided to the CONSULTANT herein shall be the total compensation payable hereunder by the LOCAL AUTHORITY.
7. **INDEMNITY - LIABILITY:** The CONSULTANT shall hold harmless and indemnify the DEPARTMENT and the LOCAL AUTHORITY, their officers, authorized agents and employees from and against claims, suits and cost, including attorneys' fees, for injury or damage to the extent caused by the negligent acts, errors, omissions, or willful misconduct of the CONSULTANT, or its subconsultants when acting within the scope of their subcontract, or their respective agents, employees or representatives.

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

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

8. **SEPARABILITY:** The declaration by any court, or other binding legal source, that any provision of this contract is illegal and void and shall not affect the legality and enforceability of any other provision of this contract, unless said provisions are mutually dependent.
9. **LIABILITY INSURANCE:** Services to be provided by the CONSULTANT under this contract are required to be covered by insurance. The CONSULTANT shall furnish the LOCAL AUTHORITY and the DEPARTMENT a Certificate of Insurance applying to this contract for each type of insurance required, to be approved by the DEPARTMENT and the LOCAL AUTHORITY, before the CONSULTANT begins work under this contract. The CONSULTANT'S insurer must be authorized to do business in Utah and must meet the specified A.M. Best rating or better at the time this contract is executed. The following insurance shall be maintained in force until all activities which are required by this contract or as changed by contract modification are completed and accepted by the LOCAL AUTHORITY and the DEPARTMENT:

- (a) General Liability insurance with a limit of not less than \$1,000,000 per occurrence and not less than \$2,000,000 aggregate and having an A.M. Best rating of A-class VIII or better. The limit if different for this contract will be as designated in Attachment C to this contract. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate.

The CONSULTANT represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered.

- (b) Commercial Automobile insurance with a minimum combined single limit of \$1,000,000 per occurrence OR \$500,000 liability per person, \$1,000,000 per occurrence, \$250,000 Property Damage, and having an A.M. Best rate of A-class VIII or better.
- (c) Architect and/or Engineers Professional Liability (errors and omissions) insurance having an A.M. Best rating of A-class VIII or better, is required at the coverage amount of \$1,000,000 per claim and \$2,000,000 aggregate. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. The CONSULTANT represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered (on construction contracts or modifications for construction management the insurance, shall remain in effect for one (1) year after completion of the project).
- (d) Valuable Papers & Records Coverage and/or Electronic Data Processing (Data and Media) Coverage for the physical loss or destruction of the work product including drawings, plans, specifications and electronic data and media. Such insurance shall be of a sufficient limit to protect the CONSULTANT, its sub-consultants, the LOCAL AUTHORITY, and the DEPARTMENT from the loss of said information.
- (e) Aircraft Liability in the amount of \$1,000,000 per occurrence if aircraft are utilized in connection with this contract.

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

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

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

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

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

11. PROGRESS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Computer Aided Drafting and Design acceptable formats are as follows:

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

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

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

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

36. REQUIREMENTS FOR COMPUTER ELEMENTS:

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

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

- 37. COST PRINCIPLES:** Regardless of the funding source, the costs allowable for reimbursement will be governed by the 2 CFR Part 200 Subpart E, as modified by Utah State law, administrative rules, and regulations on contract provisions.
- 38. RIGHT OF WAY SUBMITTAL REQUIREMENTS:** Submission of right of way acquisition packages are required to follow the *UDOT Right of Way ProjectWise Naming Convention and Attributing Guide*, as amended, which is incorporated herein by this reference. The Guide may be found on the DEPARTMENT website www.udot.utah.gov/go/rowprojectwiseguide. (*Provision revised September 30, 2013.*)
- 39. GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT:** Pursuant to the Government Records Access and Management Act, Utah Code §§ 63G-2-101 through 63G-2-901, the CONSULTANT understands that if it believes that any records it submits to the DEPARTMENT or the LOCAL AUTHORITY should be considered confidential for business purposes under Utah Code § 63G-2-309, it must attach written notice of that opinion that satisfies the requirements of §§ 63G-2-305 and 309 to the record when it first submits it. The CONSULTANT understands that the DEPARTMENT and the LOCAL AUTHORITY will not treat any such record as confidential absent such written notification. Additionally, the CONSULTANT agrees that neither the State of Utah, the DEPARTMENT, LOCAL AUTHORITY, nor any of their agents or employees are responsible for disclosure of any record that the CONSULTANT considers confidential if either the State Records Committee or a court orders it released.

40. WORK ACCEPTANCE:

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

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

42. IF THIS CONTRACT IS FOR DESIGN:

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

43. IF THIS CONTRACT IS FOR CONSTRUCTION ENGINEERING MANAGEMENT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Prepare a completed roadway widening design package for advertising for a 5 lanes roadway meeting all current UDOT standards and requirements. Design items include roadway drainage, culvert replacement, utilities, retaining walls, pedestrian bridge, signal design, street lightings, landscape, signs, striping, sidewalk, curb and gutter, bike lanes and shoulders. Coordinate the sewer and water design with the city of West Jordan. Minimize impact and relocation needs for all utilities in the project corridor. Coordinate with power, cable, telecommunications and gas companies for all utility design and relocation issues.

2. SCOPE DOCUMENTS:

Following are the scope items contained in this attachment:

- (a) Approval Memo
 - (b) Executive Summary
 - (c) Detailed Work Plan
 - (d) Personnel/Staffing Plan
 - (e) Schedule
- (1) Completion: All work shall begin within seven (7) days of notice to proceed and shall be completed by December 8, 2017.
 - (2) Project/Contract Period: The project/contract will terminate December 8, 2017, unless otherwise extended or canceled in accordance with the terms and conditions of this contract. If additional time is required beyond the project completion date, the CONSULTANT shall submit a "Contract Time Extension Modification" to the LOCAL AUTHORITY and the DEPARTMENT'S Project Manager for approval and processing.



PM Approval Date: August 8, 2016

UDOT PM: Peter S. Tang

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

PROJECT INFORMATION

PIN: 10009

Project No.: F-R299(139)

Job/Proj: 5352315D

PIN Description: 5600 West; 7800 South to 8600 South

CONTRACT INFORMATION

CS Admin: Devon Tonks

Contract No.: New Preconstruction Design Engineering

Mod No.:

Expiration Date: December 8, 2017

Contract/Mod Amount: \$397,929.51

Fee Type: COST PLUS FIXED FEE

Selection Method: POOL - GE / LG (RPLOQ)

Period: 2013-2016 GE / LG

Phase: PRELIMINARY ENGINEERING

Disciplines: PRECONSTRUCTION ENGINEERING

CONTACTS

<u>Consultant</u>	<u>Local Government</u>
PARSONS TRANSPORTATION GROUP	West Jordan City
Brandon S Cloward	David Murphy
10235 SO. SOUTH JORDAN GATEWAY #300	8000 S REDWOOD RD
SOUTH JORDAN, UT 84095	WEST JORDAN, UT 84088 ,
	(801) 569-5074
	DAVIDM@WJORDAN.COM



UDOT Consultant Services

Local Government Approval Memo

Memo Printed on: July 12, 2016 8:57 AM



PROJECT INFORMATION

PIN: 10009
 Project No.: F-R299(139)
 Job/Proj:
 PIN Description: 5600 West; 7800 South to 8600 South

CONTRACT INFORMATION

CS Admin: Devon Tonks
 Contract No.: New Preconstruction Design Engineering
 Mod No.:
 Expiration Date: October 25, 2017
 Contract/Mod Amount: \$397,899.22
 Cumulative Amount: \$397,899.22
 Fee Type: COST PLUS FIXED FEE
 Selection Method: POOL - GE / LG (RPLOQ)
 Period: 2013-2016 GE / LG
 Phase: PRELIMINARY ENGINEERING
 Discipline: PRECONSTRUCTION ENGINEERING

CONTACTS

Consultant	Local Government
PARSONS TRANSPORTATION GROUP	West Jordan City
Brandon S Cloward	David Murphy
10235 SO. SOUTH JORDAN GATEWAY #300	8000 S REDWOOD RD
SOUTH JORDAN, UT 84095	WEST JORDAN, UT 84088
(801)553-3378	(801) 569-5074
brandon.cloward@parsons.com	DAVIDM@WJORDAN.COM

I am aware of and approve the scope, schedule and budget as negotiated by the Consultant for this contract and presented by the UDOT PM Peter S. Tang. I acknowledge UDOT has limits for Pool Contracts. The limit for this contract is \$600,000.00 for the life of the contract, including any and all future modifications.


 Local Government Signature

7/12/16
 Date

PARSONS TRANSPORTATION GROUP*Prime***UDOT CMS Contract Executive Summary**

Contract Number:	NEW	Mod:			
Project Number:	F-R299(139)	PIN:	10009	UDOT Primary Contact:	Peter S. Tang
PIN Description:	5600 West; 7800 South to 8600 South				

Brief DescriptionBrief Description

The City of West Jordan and UDOT have requested Parsons develop a final set of construction documents necessary to reconstruct 5600 West to a 5-lane road in West Jordan, Utah. The project will advertise during the winter months for construction to complete by fall of 2017. Limits of the project will extend on 5600 West from 7800 South to 8600 South.

The scope generally consists of existing right-of-way investigation; right-of-way design for temporary construction easements; survey; subsurface utility exploration; utility design including sewer, and storm drain; utility coordination for relocation agreements; pavement design; hydraulic modeling; traffic signal warrant study at 8200 South; roadway design including retaining walls, decorative walls, street lighting, landscape consisting of sod, trees and irrigation, signs, striping, sidewalk, bike lanes, and traffic signal; structural design of box culvert, headwall, and wingwall to replace existing pipe culvert at Clay Hollow Wash; and public involvement and outreach.

The design work shall be completed according to the Utah Department of Transportation (UDOT) Local Government Network with references to the 2014 Project Delivery Network version 1.12 and follow UDOT advertising requirements. UDOT will oversee the federal funding and overall performance of this project with the City of West Jordan as project sponsor.

Project TeamProject Team

The project team will be led by Brandon Cloward, P.E. as Project Manager, Jeff Ray, P.E. as Design Manager and Roadway Design Lead, Jennifer Hall, P.E. as Drainage Design Lead, Jarl Jacobson, P.E. as Lighting Design Lead, and Ram Mothe, P.E. as structure design lead Matt Wildauer, P.E will provide QC/QA and Chris James and Lindsey Thomas will provide administrative support with note taking, contract administration and invoicing. Parsons will subcontract with Meridian Engineering, Inc for sewer design, utility coordination, survey, and right-of-way design; Gerhart Cole, Inc. for pavement design; Somers-Jaramillo & Associates for public involvement; and Cardno for subsurface utility identification and potholing.

AssumptionsAssumptions

1. All environmental reports, documentation, agreements, approvals, etc. will be completed by others. A draft Documented Categorical Exclusion, dated March 24, 2016, is on file with final environmental clearance forthcoming. Parsons will track that the design conforms to the environmental commitments identified in the document.
2. The roadway improvements include full depth reconstruction of the pavement within the project limits, 2.5' wide curb/gutter, 5' wide sidewalk, 4' wide park strip, landscaping, lighting, 5' wide bike lanes, signing, striping, and walls. The design will preserve existing curb and gutter where feasible; no significant change to 5600 West profile grade or adjacent side streets. Limits of sidewalk extend from 8600 South to 8200 South on the east side of 5600 West and along the Ascent Academy east frontage of 5600 West. Existing sidewalk is anticipated to remain in place on the west side of 5600 West between 8600 South and 8200 South and on the east side between 8200 South and 7800 South. Limits of park strip landscaping will only be on east the side of 5600 West, south of 8200 South, per the RPLOQ.
3. Roadway Drainage improvements include new catch basins in proposed curb and gutter, and tie-in to the existing trunk line. A drainage report will not be provided as part of this project; a drainage model will be provided to ensure drainage is contained with the system, without spreading into travel lanes.
4. The scope of the hydraulic and hydrologic design consists only of verifying that the flow (provided by WJC) at Clay Hollow will be contained within the proposed box culvert without significant impacts to the water surface elevation upstream or downstream of the proposed culvert. A Culvert Analysis will be performed; no Flood Plain analysis will be needed. Clay Hollow is not regulated by SLCFC and does not require a county permit.
5. The scope of the structures design consists of the standard UDOT tasks for box culvert design. All retained fills will use standard UDOT noise walls; no additional retaining walls will be designed.
6. Utility design includes replacing the existing 10" sanitary sewer line with a 16" sanitary sewer line. The sanitary sewer design will conform to City of West Jordan standards. Sanitary sewer design to be provided by Meridian Engineering, Inc. as described in attached Scope of Work. The project assumes 20 pothole locations will be identified for evaluation of potential conflicts with existing utilities. Cardno will identify all existing utilities as described in attached Scope of Work. It is assumed that there will not be any impacts to the existing Rocky Mountain Power overhead lines.
7. Plans will be produced at 60:1 scale.
8. Parsons will conduct bi-weekly progress meetings to coordinate design activities with the City of West Jordan and UDOT.
9. Meridian Engineering will provide right-of-way and property boundary linework obtained from Salt Lake County records research and develop right-of-way documents for acquisition of temporary and perpetual easements. It is assumed the proposed widening will be contained within the existing right-of-way. Corner clips may be needed for the traffic signal.
10. City of West Jordan will provide right-of-way acquisition agent.
11. Somers - Jaramillo & Associates and Parsons will schedule and attend one open house (assumed to be held at West Hills Middle School) around the Plan in Hand milestone to present the design to the public and will meet with approximately 16 residences, owner of Boulder Canyon Apartments, Bloomfield Farms Home Owners Association, Ascent Academy, Jordan School District and West Hills Middle School to present wall design options and share overall

design. Somers - Jaramillo & Associates will develop a public involvement plan as identified in attached Scope of Work and provide balloting if noise walls are warranted according to UDOT's noise policy. This contract does not include any Public Involvement work during construction.

12. Existing lighting will be protected in place. New lighting will match existing style and spacing; and conform to City of West Jordan standards; a lighting analysis will not be performed. Design will include lighting within the box culvert if needed.

13. Parsons will obtain traffic volume counts to perform a traffic signal warrant study for the intersection of 8200 South 5600 West. This contract does not include any other traffic analyses (i.e. storage lengths, capacity analyses, etc). If warranted, Parsons will design a traffic signal system at 8200 South, including interconnect to 7800 South and 8600 South traffic signals. No other traffic signal or ITS is included.

14. Parsons will utilize the UDOT ProjectWise system for all design files.

15. Gerhart Cole, Inc will validate City of West Jordan pavement design as described in attached Scope of Work.

Phasing

Phasing

There is no anticipated phasing with this contract.

Fee Type

Fee Type

Cost plus fixed fee will be the most flexible contracting method to complete the design work.

PARSONS TRANSPORTATION GROUP*Prime***UDOT CMS Contract Work Plan**

Contract Number:	NEW	Mod:			
Project Number:	F-R299(139)	PIN:	10009	UDOT Primary Contact:	Peter S. Tang
PIN Description:	5600 West; 7800 South to 8600 South				

Activity: 01L

01L: Project Orientation Meeting

Overview: The kick-off meeting occurs at the beginning of the Scoping stage. The core team of Greg Davenport (West Jordan City), Peter Tang (UDOT) and Brandon Cloward and Jeff Ray (Parsons) will discuss the invite list, location and time for the Scoping meeting. It will also be an opportunity to discuss elements of the preliminary roadway drawing, project risks for the risk register, and the Project Definition Document.

Deliverable:

- Kickoff Meeting Agenda
- Kickoff Meeting Notes
- Project Communications Plan
- Draft Project Definition Document (PDD)

Activity: 07L

07L: Kickoff Meeting

1B1 Survey/Mapping

Overview: Parsons will oversee and coordinate the work of subconsultant, Meridian Engineering, for all survey. The base map will include linework and symbols showing what currently exists in the field along with a digital terrain model (dtm) file that accurately depicts existing elevations.

Deliverables:

- Survey Control Sheet (.dgn and .pdf files)
- Base Mapping (.dgn, .fwd and .dtm files)
- Base Mapping File Certification

1J1 Right-of-Way Design

Overview: Parsons will oversee and coordinate the work of subconsultant, Meridian Engineering, for developing the existing right-of-way drawings.

Deliverables:

- Existing ROW MicroStation File (ex_row.dgn)
- Property Owner Spreadsheet
- QC Documentation

1Z4 Hold Right-of-Way Strategy Meeting

Overview: Parsons will attend and participate in the Right-of-Way Strategy meeting to optimize the ROW acquisition schedule and minimize project costs. Parsons will help identify design changes that could minimize ROW impacts and work with subconsultant, Meridian Engineering, to identify critical parcels that could affect the timely delivery of the project.

Deliverables:

- ROW Acquisition Strategy

1Y1 Develop Project Design Criteria (PDC)

Overview: Parsons will develop the PDC for 5600 West and submit to the UDOT Region 2 Preconstruction Engineer. Revisions to the PDC as design progresses or comments are received will be incorporated into this task.

Deliverables:

- Project Design Criteria Form
- QC Documentation
- Signed PDC form

1A1: Aesthetics/Landscaping

Overview: Parsons will determine the conceptual construction cost estimate for providing sod, irrigation, and trees to establish the baseline landscaping to be incorporated into the project.

Deliverables:

- Preliminary Aesthetics and Landscaping Assessment Form
Concept estimate for landscaping

1C1: Assess ITS (ATMS) Needs

Overview: Parsons will review the ATMS existing conditions with the Traffic Operations Center and the UDOT fiber database. The current database shows fiber along New Bingham Highway. The proposed signal at 8200 South and existing 7800 South signal are currently not connected to the fiber network.

Deliverables:

- Project ITS Scoping Summary
- QC Documentation

1E1: Review Project Environmental Commitments (EA/EIS)

Overview: Parsons will review the commitments identified in the environmental document and on ePM screen 775 (if access exists).

Deliverables:

- Project Commitment Report

- Environmental Scoping Summary
- QC Documentation

1G1: Geotechnical

Overview: Parsons will oversee and coordinate the work of subconsultant, Gerhart Cole, to validate the City of West Jordan pavement design and analyze the soils for the Clay Hollow Box Culvert. No additional geotechnical work is included in this scope.

1P1: Public Involvement

Overview: Parsons will oversee the work by subconsultant, Somers & Jaramillo & Associates, to create a PI plan for the design phase based on the UDOT template.

Deliverables:

Initial PI Plan

1Q1: Assess Existing Roadway Drainage Conditions

Overview: Review existing conditions, develop existing storm drain model and develop recommendations for improvements. Meet with West Jordan City Public Utilities to capture any concerns. Assumes existing trunk line remains in place.

Deliverable:

- Preliminary Drainage Summary
- QC Documentation

1R1: Develop Roadway Scope

Overview: Parsons will develop a preliminary drawing showing proposed typical section and conceptual plan. Parsons will also develop a preliminary cost estimate based on the design and enter it into the UDOT Concept Cost Estimate spreadsheet.

Deliverables:

- Preliminary Footprint Review Drawing
- Preliminary Roadway Cost Estimate
- QC Documentation

1S1: Identify Preliminary Structure Type (Minor & Major)

Overview: Parsons will review the existing conditions and determine the physical requirements for the box culvert with associated headwalls and wingwalls at Clay Hollow Wash. Box culvert shall be precast and type selection report (activity 3S1) is not required.

Deliverables:

- Memorandum which includes:
 - o Construction phasing and limitations
 - o Preliminary quantities, unit costs, and construction cost estimate for each alternative
- Documentation of Quality Procedures (defined in Chapter 5 of the SDDM) which includes:
 - o QC cover sheets for all deliverables

- o Form: AUD_QA: Project QA Audit
- o Form: ALT_ACC: Alternate QC/QA Procedures Acceptance

1T1: Assess Capacity and Safety Needs

Overview: Parsons will determine the existing traffic volumes and forecast future volumes in order to complete the signal warrant study at 8200 South and 5600 West. The existing volumes provided by West Jordan City from November, 2011 will be used for informational purposes.

Deliverables:

- Request Operational Safety Report
- Preliminary Capacity Summary (existing and future volumes)
- Methods and Assumptions Document
- QC Documentation

1Y2: Scoping Review Package

Overview: Parsons will prepare the sign-in sheet, meeting agenda, draft Project Definition Document, concept design, and preliminary cost estimate. Parsons will plan and conduct the maintenance/preconstruction site visit.

Deliverables:

- Scoping Review Package
- Maintenance/Preconstruction Site Visit Certification Form
- Project Definition Document (PDD)
- QC Documentation

1V2: Scoping Meeting

Overview: Parsons will prepare the sign-in sheet and meeting agenda. During the Scoping Meeting, the project team will identify elements that should be part of the scope and elements that should not. Parsons will capture those decisions in the comment resolution form and project risk register. The proposed schedule and budget will be discussed at the Scoping Meeting.

Deliverables:

- Scoping Meeting Agenda
- Scoping Review Material
- Scoping Meeting Notes
- Risk Register
- Mitigation Strategies
- Revised Project Scope, Schedule, and Budget

Activity: 09L

09L: Initial Design

2A1: Develop Aesthetics and Landscape Conceptual Design

Overview: Parsons will determine the tree type and spacing and sod placement through coordination with West Jordan City. The purpose of this activity is to create the overall project aesthetics and landscape conceptual design.

Deliverable:

- Project Aesthetics and Landscape Conceptual Design Package
- QC Documentation

2M1: Pavement Design

Overview: Parsons will oversee preparation of pavement design report by subconsultant, Gerhart Cole, Inc. Pavement design report will include West Jordan City pavement section. Obtain approval from UDOT for West Jordan City pavement section. The pavement section will be shown in the typical sections.

Deliverables:

- Pavement Design Report
- QC Documentation

2Q1: Develop Initial Roadway Drainage

Overview: Drainage will be captured in catch basins at recommended spacing using the more stringent of West Jordan City or UDOT requirements for maintenance access and will tie-in to existing drainage system along 5600 West. Catch basins will also be placed at all low points and evaluated near crosswalks and curb returns. Parsons will develop the proposed storm drain model. Offsite flows (flows outside existing right-of-way) will be detained with a controlled release.

Deliverables:

- Initial Drainage Design Layout
- Preliminary Drainage Cost Estimate
- QC Documentation

2R1: Model Initial Roadway Design

Overview: Update the preliminary roadway design from comments made at the Scoping Meeting. Develop horizontal and vertical alignments. Develop InRoads templates based on the cross section from the Scoping meeting. Create roadway models and cut sheets. Develop preliminary design exceptions, waivers and deviations. Prepare Sheet 1's, Horizontal Control Sheet, SS, RD, & RP sheets. Develop roadway cost estimate.

Deliverables:

- Recommended Alignments Review Drawing
- Design Exceptions, Design Waivers, and Deviation from Standards Forms (if necessary)
- Roadway Cost Estimate
- QC Documentation

2T1: Develop Initial Capacity Analysis

Overview: Parsons will perform the signal warrant analysis under this activity. A capacity analysis will not be performed since the scope is to design a 5-lane facility. Turn storage lengths will not be analyzed.

Deliverables:

- Preliminary signal warrant study
- QC Documentation

2U1: Utility and Railroad Identification

Overview: Parsons will oversee the work of subconsultants, Cardno and Meridian Engineering, to complete an accurate depiction of existing utility facilities within the project limits.

Deliverables:

- Utility and Railroad Companies Contact List
- Depiction of Utility Facilities/Subsurface Utility Engineering (SUE) Level B,C, and D
- Invert sketches for sewer and storm drain boxes
- QC Documentation

2Y1: Prepare/Compile Geometry Review Package

Overview: QA review and UDOT QC documentation will be provided for each review package. Geometry review package will be submitted to West Jordan City and UDOT. It will include plans showing conceptual roadway, drainage, and utility designs. West Jordan City and UDOT will then have a two week review period prior to the Geometry Review Meeting. The cost estimate will be provided using the UDOT Concept Estimate spreadsheet.

Deliverables:

- Geometry Review Package

QC Documentation

Activity: 15L

15L: 30% Review

2V1: Geometry Review Meeting

Overview: This meeting will be held at the end of the Geometry stage with West Jordan City and UDOT representatives at the conclusion of the two week review period for the Geometry Review Package. Comments will be tabulated into comment resolution forms and dispositions will be clarified at this meeting. The disposition of comments from this meeting will then be incorporated in the development of the Plan-in-Hand package.

Deliverable:

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

Activity: 19L

19L: Secondary Design

3A1: Complete Aesthetics and Landscape Design

Overview: Parsons will create the overall project aesthetics and landscape conceptual design that will be provided on combined landscape and irrigation sheets

Deliverables:

- Final Aesthetics Plan
- Landscape/Irrigation/Site Design
- Aesthetics/Landscape Cost Estimate
- QC Documentation

3C1: Develop ITS (ATMS) Components Design

Overview: Parsons will identify the ITS device locations and prepare a preliminary ITS cost estimate. This includes showing placement of junction boxes, conduit, and CCTV in AT sheets.

Deliverables:

- Preliminary ITS (AT) Plan Sheets
- ITS Cost Estimate
- QC Documentation

3Q1: Complete Roadway Drainage Design

Overview: Develop the roadway drainage. Provide profiles in the plan sheets. Update the drainage model for the intercepted flows in order to display the hydraulic grade line in the pipe profiles. Develop drainage cost estimate.

Deliverables:

- Drainage Design
- Preliminary Drainage Plan and Profile Sheets
- Drainage Cost Estimate
- QC Documentation

3R1: Complete Roadway Design

Overview: Parsons will update the design based on comments provided at Geometry Review and revise the Sheet 1's, RD, RP, and TS sheets. Parsons will prepare the RMV, GR, and DT sheets as needed. Set up the Engineer's Estimate in PDBS.

Deliverables:

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

3R2: Complete Signing and Striping Design

Overview: Parsons will develop the signing and striping (SS) sheets and MOT sheets as necessary.

Deliverables:

- Preliminary Signing and Striping Plan Sheets
- MOT Sheet
- Signing, Striping and MOT Cost Estimates
- QC Documentation

3R3: Complete Signal and Lighting Layout Design

Overview: Provide traffic signal design if warranted. Provide lighting design in accordance with West Jordan City standards.

Deliverables:

- Preliminary Signal Plan Sheets
- Preliminary Lighting Plan Sheets
- Cost estimate
- QC documentation

3S2: Develop Situation and Layout (S&L) for Culverts

Overview: Parsons will develop the S&L plan sheets for culverts (box culverts, headwalls, etc.), fully coordinating with the roadway geometric and hydraulic requirements. Parsons will develop the S&L plan sheets for headwalls because it is anticipated the working standards will be modified.

Deliverables:

- S&L Plan Sheets
- S&L Sheets Guidelines and Checklist for a Culvert
- Documentation of Quality Procedures (defined in Chapter 5 of the SDDM) which includes:
 - o QC cover sheets for all deliverables
 - o Form: AUD_QA: Project QA Audit
 - o Form: ALT_ACC: Alternate QC/QA Procedures Acceptance (if applicable)
 - o Form: DEV_ACC: Structural Design Criteria Deviation Acceptance (if applicable)

3S6: Situation and Layout (S&L) Acceptance

Overview: Parsons will submit to UDOT Structures Division the S&L and the Type Selection Report for acceptance and coordinate any feedback and comments.

Deliverables:

- Structural Documentation Package
- Form: S&L_ACC: S&L Acceptance (3S6) & Signed by UDOT Structures Design Manager

3T1: Finalize Capacity Analysis

Overview: Parsons will update the traffic signal warrant study based on comments received from West Jordan City and UDOT.

Deliverables:

- Final signal warrant study

- QC Documentation

3U1: Identify Potential Utility Conflicts

Overview: Parsons will oversee the work performed by subconsultant, Meridian Engineering and identify any other potential utility conflicts. UDOT will obtain initial utility company cost estimates.

Deliverables:

- Preliminary Utility Conflict Matrix/Summary
- QC Documentation

3U2: Initial Design Utility Coordination

Overview: Parsons will participate in the utility design meeting that will facilitate relocation solutions.

Deliverables:

- Revised Utility Conflict Summary /Matrix
- Utility Company Plans Request
- Meeting minutes

3U3: Identify Utility Depth (SUE Level A)

Overview: Parsons will oversee the work of subconsultant, Meridian Engineering to mark the desired locations for potholes and will update 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. Parsons will oversee work by subconsultant to obtain potholes.

Deliverables:

- SUE Level A File
- SUE Mapping File Certification

3U4: Complete Utility and Railroad Designs

Overview: Parsons will oversee the work by subconsultant, Meridian Engineering, for the design of the proposed sewer line.

Deliverables:

- Preliminary Utility Plan Sheets
- Utility Relocation / New Utility Cost Estimate
- QC Documentation

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

Overview: QA review and UDOT QC documentation will be provided for each review package. Submit Plan-in-Hand package to West Jordan City and UDOT as was done with the Geometry Review Package. Review comments are due within 2 weeks of submittal. Set up the cost estimate in PDBS.

Deliverables:

- Geometry Review Comment Resolution Form
- User Costs (for Price + Time Bidding)

- Plan-in-Hand Review Package
- QC Documentation

Activity: 21L

21L: 60% Review

3V1: Plan-in-Hand Review Meeting

Overview: This meeting will be held with West Jordan City and UDOT representatives at the conclusion of the two week review period for the Plan-in-Hand Review Package. Comments will be tabulated into comment resolution forms and dispositions will be clarified at this meeting. The disposition of comments from this meeting will then be incorporated in the development of the PS&E package.

Deliverables:

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

Activity: 23L

23L: Review ROW Submittal

4J1: Identify Right-of-Way Needs

Overview: Parsons will oversee and coordinate the work of subconsultant, Meridian Engineering, to coordinate with the project team to identify all ROW acquisitions and update the Property Owner Spreadsheet with projected dates for delivery to begin acquisition.

Deliverables:

- Updated Property Owner Spreadsheet w/ Dates for Delivery
- Updated ROW Estimate
- QC Documentation

4J2: Develop Right-of-Way Plans and Documents

Overview: Parsons will oversee and coordinate the work of subconsultant, Meridian Engineering, to prepare the necessary right-of-way plans and documents.

Deliverables:

- ROW Summary
- MicroStation Files (geo-referenced ROW.dgn and ROW_Takes.dgn)
- Final ROW Plans
- ePM Upload

- ProjectWise Upload
- QC Documentation

Activity: 25L

25L: Final Design

4A1: Complete Erosion & Sediment Control Plans and Documents

Overview: Erosion and sediment control measures will be shown in the LS sheets. Summary sheets will be developed. A landscaping cost estimate will be provided in PDBS.

Deliverables:

- Erosion and Sediment Control Plans
- Erosion and Sediment Control Cost Estimate
- Erosion and Sediment Control Project Documents
- QC Documentation

4A2: Complete Aesthetics, Landscape, Irrigation, Site Plans and Documents

Overview: Parsons will develop three landscape and/or irrigation details and revise landscape design based on review comments to complete the landscape and irrigation plans.

Deliverables:

- Landscape/Irrigation Plan Sheets
- Landscape/Irrigation Cost Estimate
- Landscape/Irrigation Plan Documents
- QC Documentation

4C1: Complete ITS (ATMS) Plans and Documents

Overview: Parsons will complete the ITS plans and project documents and finalize the ITS (ATMS) cost estimates. This includes incorporating comments from the Plan in Hand review and completing the ATMS schedule.

Deliverables:

- ITS (AT) Plan Sheets
- ITS Cost Estimate
- ITS Project Documents
- QC Documentation

4G3: Finalize Geotechnical Report

Overview: Parsons will review the geotechnical report prepared by subconsultant and coordinate review comments provided by UDOT.

4H1: Complete Structure Hydraulic Design

Overview: Parsons will complete the structure hydraulics design for the pipe culvert replacement at Clay Hollow Wash.

Assumes the Clay Hollow Wash culvert is upsized to box culvert. Hydraulic analysis is for culvert analysis only to verify the size is appropriate to pass the design flow and a flood plain model is not necessary. A Salt Lake County Flood Control permit is not required. Design flow will be provided by West Jordan City.

Deliverables:

- Structure Hydraulic Report (Memorandum)
- QC Documentation

4P1: Revise/Implement Public Involvement Plan

Overview: Parsons and subconsultant Somers & Jaramillo & Associates will provide PI outreach based on the public involvement plan developed in 1P1. This includes one on one meetings with residents between 8600 South and 8200 South on the east side of 5600 West, attendance at an HOA meeting with Bloomfield Farms, one meeting with Ascent Academy, one meeting with Jordan School District and West Hills Middle School, public open house participation and meeting with owner of Boulder Canyon apartments.

Deliverables:

- Project roll plot

4Q1: Complete Drainage Plan Sheets and Documents

Overview: Parsons will revise design based on review comments to complete the drainage plans. Quantities for drainage items will be included in the PS&E cost estimate.

Deliverables:

- Drainage Plan Sheets
- Drainage Project Documents
- Drainage Cost Estimate
- QC Documentation

4R1: Complete Roadway Plans and Documents

Overview: Finalize the roadway design. Incorporate comments from the Plan-in-Hand review. Summarize roadway quantities for inclusion in the PS&E cost estimate. Prepare and assemble roadway project documents (measurement and payment, acceptance and documentation, special provisions that incorporate specifications for materials that will be owned by West Jordan City).

Deliverables:

- Roadway Plan and Profile Sheets
- Roadway Project Documents
- Roadway Cost Estimate
- QC Documentation

4R2: Complete Signing and Striping Plans and Documents

Overview: Finalize the MOT, signing and striping design incorporating the Plan-in-Hand review comments. Summarize quantities for inclusion in the PS&E cost estimate.

Deliverables:

- MOT, Signing and Striping Plan Sheets
- Signing and Striping Cost Estimate
- Signing and Striping Project Documents
- QC Documentation

4R3: Complete Signal and Lighting Plans and Documents

Overview: Finalize the signal and lighting design incorporating the Plan-in-Hand review comments. Complete the signal and lighting schedules and summarize lighting quantities for inclusion in the PS&E cost estimate.

Deliverables:

- Signal and Lighting Plan Sheets
- Signal and Lighting Project Documents
- Signal and Lighting Cost Estimate
- QC Documentation
- Signal and Lighting Design Approval

4SM: Design and Detail Culverts

Overview: Parsons will design, detail and check the culvert structures including the box culvert, headwalls, and wingwalls at Clay Hollow Wash.

Deliverables:

- Culvert Design Calculations
- Culvert Plans
- S&L Sheet Guidelines and Checklist for a Culvert
- Load Rating Package
- Documentation of Quality Procedures (defined in Chapter 5 of the SDDM) which includes:
 - o QC cover sheets for all deliverables
 - o Form: AUD_QA: Project QA Audit
 - o Form: ALT_ACC: Alternate QC/QA Procedures Acceptance (if applicable)
 - o Form: DEV_ACC: Structural Design Criteria Deviation Acceptance (if applicable)

4S4: Complete Structure Project Documents

Overview: Parsons will finalize the special provisions, measurement and payment, and estimate.

Deliverables:

- Engineer's Estimate
- Structure Project Documents
- Railroad Company Submittal Package (if applicable)
- Documentation of Quality Procedures (defined in Chapter 5 of the SDDM) which includes:
 - o QC cover sheets for all deliverables
 - o Form: AUD_QA: Project QA Audit

- o Form: ALT_ACC: Alternate QC/QA Procedures Acceptance (if applicable)
- o Form: DEV_ACC: Structural Design Criteria Deviation Acceptance (if applicable)

4U1: Final Design Utility Coordination

Overview: Parsons will oversee the work of subconsultant, Meridian Engineering to provide final coordination with utility owners such as Rocky Mountain Power and West Jordan City Public Utilities. Parsons will attend a meeting to resolve any remaining conflicts and obtain any utility limitation of operations requirements for the special provisions. UDOT will take the lead in obtaining the cost estimates.

Deliverables:

- Utility company plans, schedules, and contractor limitations (for construction)
- Meeting minutes

4U2: Prepare and Obtain Utility and Railroad Agreements and Permits

Overview: This activity will not be utilized by Parsons as it involves the preparation of agreements which are handled by UDOT.

4U3: Complete Utility and Railroad Plans and Documents

Overview: Parsons will oversee work completed by subconsultant, Meridian Engineering to incorporate comments received from Plan in Hand, finalize the utility design including any special provision specifications and details, and summarize quantities for inclusion in the PS&E cost estimate.

Deliverables:

- Utility Plan Sheets
- Utility Project Documents
- Utility Cost Estimate

4Y1: Prepare/Compile PS&E Review Package

Overview: QA review and UDOT QC documentation will be provided for each review package. The package will include all comment resolutions as well as final plans for all disciplines including roadway, roadway drainage, utilities, landscaping and irrigation, and street lighting. A complete project cost estimate based on quantities from the plans will also be provided. In developing the user cost/incentive amount for the P+T special provision, Parsons will utilize the schedule of liquidated damages rather than calculate user cost.

Deliverables:

- Plan-in-Hand Review Comment Resolution Form
- PS&E Review Package
 - o Project Cost Estimate
 - o Special Provisions
 - o Plan Set Sheets
 - o Draft SWPPP Package for Construction
 - o Environmental Permits (if available)

- QC Documentation

Activity: 29L

29L: 90% Review

4V1: PS&E Review Meeting

Overview: This meeting will be held to ensure that all previous comments have been addressed and closed out. It will also ensure that project plans are ready to compile into advertising documents.

Deliverables:

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

Activity: 31L

31L: Prepare Advertising Package

5A1: Prepare SWPPP Package for Construction

Overview: Parsons will prepare the SWPPP package and submit to the Resident Engineer.

Deliverables:

- SWPPP Package
- QC Documentation

5Y1: Incorporate PS&E Review Comments

Make any final revisions to the plans based on final PS&E comments.

Deliverables:

- Final Comment Resolution Form
- Final Project Cost Estimate
- QC Documentation
- Final Plan Set & Project Documents

Activity: 33L

33L: Review Advertising Package

5V1: Comment Resolution Review Meeting

Parsons will lead the comment resolution review meeting with the reviewers who provided comments at PS&E.

Deliverables:

- Final Comment Resolution Form

Activity: 37L

37L: Advertise Project

5Z2: Prepare, Submit, and Process for Advertisement

Overview: Prepare and provide all quality documentation as well as advertising checklists and certifications for project advertisement. Parsons will assist UDOT in obtaining the signed ROW certification, Region Traffic Certification, Utility Certification, and completing the advertising package (C-050, R-709, T-725 forms, deliver to central advertising, etc).

Deliverables:

- Signed ROW Certification
- Region Traffic Certification
- Utility Certification
- Complete Advertising Package
- Biddable Project on UDOT Website

6R1: Design Support During Construction

Overview: Provide design support during construction including attendance at preconstruction conference, two contractor meetings, RFI research and response. Preparation and delivery of as-built drawings are not included in this scope.

Deliverables:

- One addendum during advertisement
- Response to RFI's
- Attend two coordination meetings

UDOT CMS Staffing Plan

Contract Number:	NEW	Mod:	
Project Number:	F-R299(139)	PIN:	10009
UDOT Primary Contact:	Peter S. Tang		
PIN Description:	5600 West; 7800 South to 8600 South		

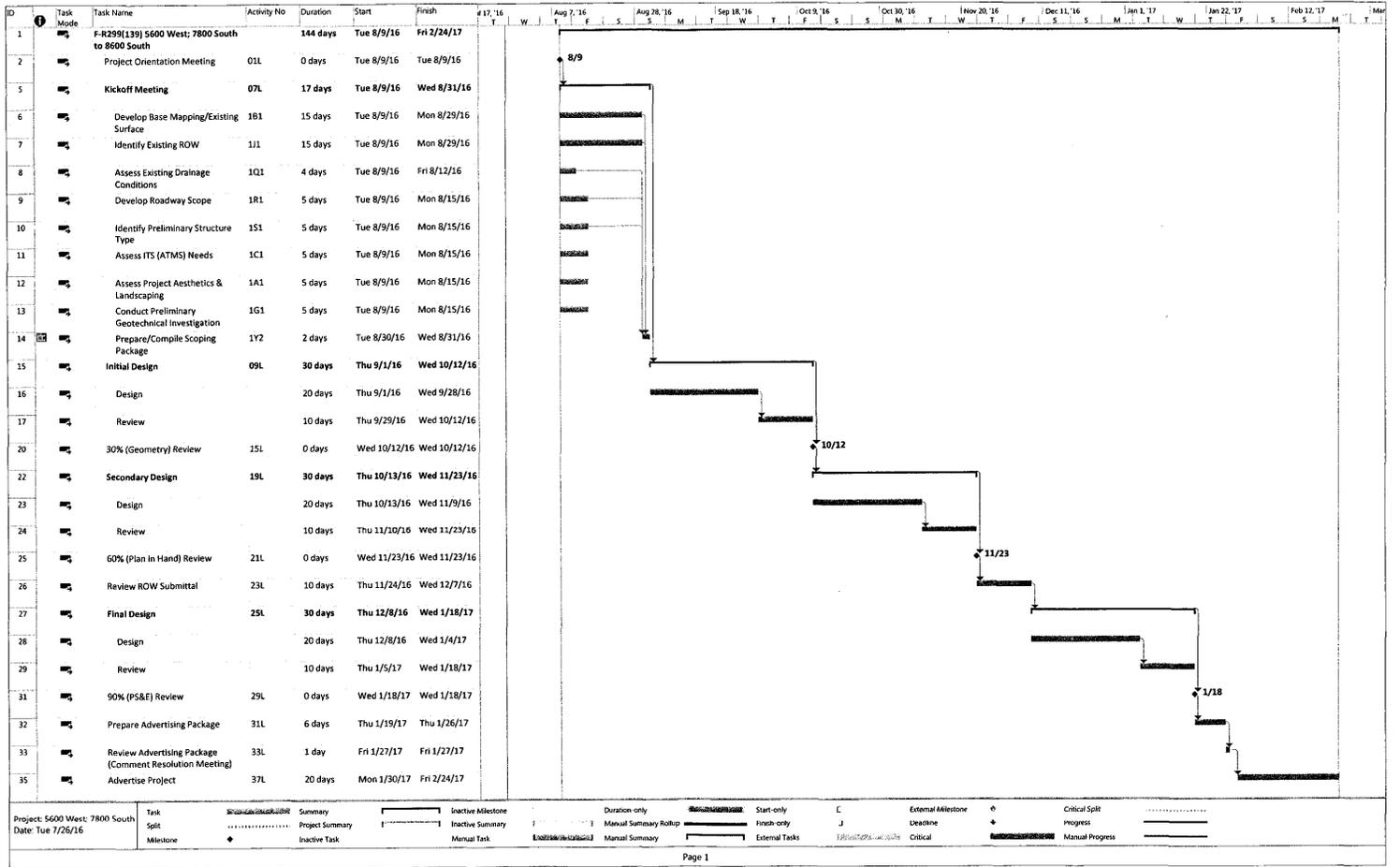
Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date
WILDAUER, MATT	QA ENGINEER	BACHELOR OF SCIENCE	UT-4950798	11	\$66.88	\$65.57	NTP
CLOWARD, BRANDON	PROJECT MANAGER	BACHELOR OF SCIENCE	UT-5338029-2202	266	\$64.91	\$60.09	NTP
LORMAND, JEFF	PRINCIPAL LANDSCAPE ARCHITECT	MASTERS OF SCIENCE		14	\$57.44	\$57.44	NTP
RAY, JEFF	DESIGN LEADER	BACHELOR OF SCIENCE	UT-4777055	319	\$56.65	\$55.00	NTP
AMBROZIAK, MEGAN	SENIOR ENGINEER	BACHELOR OF SCIENCE	AZ-45608	80	\$48.61	\$48.61	NTP
MOTHE, RAM	SENIOR STRUCTURAL ENGINEER	BACHELOR OF SCIENCE	UT-8053389	134	\$45.86	\$44.53	NTP
ARNOLD, SCOTT	ROADWAY ENGINEER	MASTER OF SCIENCE	UT-9419009-2202	161	\$43.58	\$43.58	NTP
EMAN, GHIRMAI	DRAINAGE ENGINEER	MASTER OF SCIENCE	AZ-N/A	170	\$43.26	\$43.26	NTP
THOMAS, LINDSEY	PROJ CONTROLS SPECIALIST	BACHELOR OF SCIENCE		12	\$46.54	\$42.31	NTP
KIDWELL, JERRY	CADD DESIGNER	ASSOCIATE OF SCIENCE		184	\$40.25	\$39.17	NTP
ROZENDAAL, STEVE	LANDSCAPE ARCHITECT	BACHELORS OF SCIENCE		20	\$35.18	\$35.18	NTP
WELLS, SAM	ROADWAY DESIGN ENGINEER	BACHELOR OF SCIENCE		336	\$33.33	\$32.36	NTP
SMITH, STEPHEN	STRUCTURAL CADD TECH	ASSOCIATES OF SCIENCE		104	\$30.63	\$29.45	NTP
OLIVETO-BYRD, STACEY	CADD DESIGNER	BACHELOR OF ARTS		76	\$25.71	\$24.72	NTP
JAMES, CHRIS	ADMINISTRATIVE AIDE	BACHELOR OF SCIENCE		49	\$23.02	\$22.51	NTP
Total Hours for PARSONS TRANSPORTATION GROUP:				1,936			
Pay Rate Variance Explanation							
During contract negotiations a few employee rates have increased. The proposal rate is what was negotiated and being used on this contract.							

UDOT CMS Staffing Plan

Contract Number:	NEW	Mod:	
Project Number:	F-R299(139)	PIN:	10009
UDOT Primary Contact:	Peter S. Tang		
PIN Description:	5600 West; 7800 South to 8600 South		

Alternate Staff

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date
BENNETT, MARCUS	SENIOR ENGINEER	BACHELOR OF SCIENCE	UT-8888697-2202	0	\$48.00	\$48.00	NTP
KOPPISETTI, VENKAT	ROADWAY ENGINEER	MASTER OF SCIENCE	UT-9220274-2202	0	\$45.44	\$45.44	NTP
PUTTAGUNTA, RABINDRA "RAVI"	TRAFFIC MODELER			0	\$42.00	\$42.00	NTP
MERZ, MARK	SENIOR ENGINEER	BACHELOR OF SCIENCE	AZ-48622	0	\$41.43	\$41.43	NTP
HOPKIN, BRETT	CADD TECHNICIAN	BACHELOR OF ARTS		0	\$40.54	\$39.55	NTP
SHINALL, KRISTI	DRAINAGE ENGINEER	BACHELOR OF SCIENCE	UT-N/A	0	\$36.05	\$36.05	NTP
JOHNSEN, WAYNE	CADD DESIGNER	ASSOCIATE OF SCIENCE		0	\$35.85	\$34.73	NTP
LOUIE, JORDEN	DRAINAGE ENGINEER	BACHELOR OF SCIENCE		0	\$37.95	\$32.99	NTP
DORTCH, JEREMIAH	DESIGN INTERN			0	\$16.00	\$16.00	NTP



FEES

COST PLUS A FIXED FEE WITH FIXED TOTAL ADDITIVE RATE

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

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

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

- (a) The direct labor expense is the actual salary expense for professional and technical personnel and principals for the time they are productively engaged in work necessary to fulfill the terms of this contract. The payroll additives and indirect costs are FIXED as 129.88% of the direct salary expense.
- (b) If necessary and DEPARTMENT approved, any additional direct expenses incurred in fulfilling the terms of this contract, including but not limited to travel and lodging, reproduction, telephone, equipment, supplies and fees of outside CONSULTANTS or sub-consultants will be reimbursed at actual costs.

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

- (c) The fixed fee has been determined and agreed upon as 11.00% of the combined estimated direct labor and the Overhead amount, which represents the CONSULTANT'S profit of \$21,396.89. The fixed fee percentage is not a floating percent and should not be billed as a percent of labor. Rather, the fixed fee payment will be prorated and paid regularly in proportion to the percentage of work completed as reflected by the periodic invoices; that is, on the same ratio as the invoice cost bears to the originally estimated total for CONSULTANT'S actual cost which is the maximum amount payable minus the fixed fee. Any portion of the fixed fee payment not previously paid in the periodic payment will be covered in the final payment.

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

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

ATTACHMENT D

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

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

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

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

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

6. **FINANCIAL SUMMARY:** The total maximum amount of disbursement pertinent to this contract shall not exceed \$397,929.51 Contract overruns will not be paid.
7. **COST PROPOSAL:** The overhead rate shown in the CONSULTANT'S and/or sub-consultant's cost proposal has been determined and agreed upon by the parties and is included in this contract. The CONSULTANT will invoice the DEPARTMENT using the actual Wage Rates, FIXED Overhead, prorated Fixed Fee, and any additional Direct Costs. Invoices submitted to the DEPARTMENT must reflect the staffing plan and associated hourly wage rates, labor hours used, and other costs submitted in the CONSULTANT cost proposal.

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

PARSONS TRANSPORTATION GROUP

Prime

UDOT CMS Cost Proposal

Contract Number:	NEW	Mod:	
Project Number:	F-R299(139)	PIN:	10009
UDOT Primary Contact:	Peter S. Tang		
PIN Description:	5600 West; 7800 South to 8600 South		

Labor Costs

Employee Name	Contract Job Title	Hours	Proposal Rate	Labor Cost
AMBROZIAK, MEGAN	SENIOR ENGINEER	80	\$48.61	\$3,888.80
ARNOLD, SCOTT	ROADWAY ENGINEER	161	\$43.58	\$7,016.38
CLOWARD, BRANDON	PROJECT MANAGER	266	\$60.09	\$15,983.94
EMAN, GHIRMAI	DRAINAGE ENGINEER	170	\$43.26	\$7,354.20
JAMES, CHRIS	ADMINISTRATIVE AIDE	49	\$22.51	\$1,102.99
KIDWELL, JERRY	CADD DESIGNER	184	\$39.17	\$7,207.28
LORMAND, JEFF	PRINCIPAL LANDSCAPE ARCHITECT	14	\$57.44	\$804.16
MOTHE, RAM	SENIOR STRUCTURAL ENGINEER	134	\$44.53	\$5,967.02
OLIVETO-BYRD, STACEY	CADD DESIGNER	76	\$24.72	\$1,878.72
RAY, JEFF	DESIGN LEADER	319	\$55.00	\$17,545.00
ROZENDAAL, STEVE	LANDSCAPE ARCHITECT	20	\$35.18	\$703.60
SMITH, STEPHEN	STRUCTURAL CADD TECH	104	\$29.45	\$3,062.80
THOMAS, LINDSEY	PROJ CONTROLS SPECIALIST	12	\$42.31	\$507.72
WELLS, SAM	ROADWAY DESIGN ENGINEER	336	\$32.36	\$10,872.96
WILDAUER, MATT	QA ENGINEER	11	\$65.57	\$721.27
Total Hours:		1,936		
Total Direct Labor:				\$84,616.84
Overhead:			129.88%	\$109,900.31
Total Direct Labor plus Overhead:				\$194,517.15
Fixed Fee:			11.00%	\$21,396.89
Burdened Labor Cost:				\$215,914.04

Other Direct Charges

ODC Item	Unit of Measure	Qty	Item Cost	Extended Cost
2016 PERSONAL VEHICLE MILEAGE	MILE	400.0	\$.540	\$216.00
Total Other Direct Charges:				\$216.00

Sub Consultant Costs

Firm Name	Sub Total Cost
MERIDIAN ENGINEERING INC	\$86,738.29
SOMERS-JARAMILLO & ASSOCIATES, INC	\$24,933.37
GERHART COLE INC	\$13,099.50
CARDNO, INC	\$57,028.32
Total Sub Consultant Costs:	\$181,799.48
Total Contract Cost:	\$397,929.51

UDOT CMS Hours Derivation

Contract Number:	NEW	Mod:	
Project Number:	F-R299(139)	PIN:	10009
UDOT Primary Contact:		Peter S. Tang	
PIN Description:	5600 West; 7800 South to 8600 South		

Employee Name	01L	07L	09L	15L	19L	21L	23L	25L	29L	31L	33L	37L						Total
WILDAUER, MATT	0	1	2	0	2	0	0	2	0	2	0	2						
CLOWARD, BRANDON	3	38	34	3	58	4	4	97	5	5	3	12						2
LORMAND, JEFF	0	3	2	0	2	0	0	2	5	0	0	0						
RAY, JEFF	3	52	56	3	84	4	10	54	5	20	3	25						3
AMBROZIAK, MEGAN	0	20	25	1	16	4	0	14	0	0	0	0						
MOTHE, RAM	0	10	0	2	60	8	0	54	0	0	0	0						1
ARNOLD, SCOTT	0	14	10	3	64	4	0	50	5	8	3	0						1
EMAN, GHIRMAI	0	38	44	0	44	0	0	44	0	0	0	0						1
THOMAS, LINDSEY	2	2	0	2	0	2	0	0	2	0	2	0						
KIDWELL, JERRY	0	12	60	0	64	0	6	42	0	0	0	0						1
ROZENDAAL, STEVE	0	0	0	0	14	0	0	6	0	0	0	0						
WELLS, SAM	0	38	80	0	150	0	0	64	0	4	0	0						3
SMITH, STEPHEN	0	16	0	0	40	0	0	48	0	0	0	0						1
OLIVETO-BYRD, STACEY	0	0	20	0	40	0	0	16	0	0	0	0						
JAMES, CHRIS	7	8	0	8	0	9	0	0	10	0	7	0						

UDOT CMS Hours Derivation

Contract Number:	NEW	Mod:	
Project Number:	F-R299(139)	PIN:	10009
UDOT Primary Contact:	Peter S. Tang		
PIN Description:	5600 West; 7800 South to 8600 South		

	01L	07L	09L	15L	19L	21L	23L	25L	29L	31L	33L	37L						Totals
Firm Activity Totals:	15	252	333	22	638	35	20	493	32	39	18	39						1,9
Transaction Activity Totals:	15	657	736	22	987	35	304	545	32	39	18	39						3,4

MERIDIAN ENGINEERING INC**Sub to PARSONS TRANSPORTATION GROUP****UDOT CMS Contract Executive Summary**

Contract Number:	NEW	Mod:			
Project Number:	F-R299(139)	PIN:	10009	UDOT Primary Contact:	Peter S. Tang
PIN Description:	5600 West; 7800 South to 8600 South				

Brief DescriptionEXECUTIVE SUMMARY**BRIEF DESCRIPTION:**

To provide professional surveying, mapping, right of way, utilities and SUE services supporting the improvements of 5600 West between 7800 South and 8600 South in accordance with the current Project Delivery Network, including the Departments Standard Drawings, Standard Specifications, Special Provisions and Guidelines, and the Survey and Geomatics Manual.

Project Team**PRIME AND SUBS:**

Meridian Engineering, Inc. is a sub-consultant to Parsons Transportation Group. Steve Johnson, PE will be Meridian's principle-in-charge. Darryl Fenn will be Meridian's Project Manager. The Meridian team can provide all the necessary resources to complete the work plan described herein.

No subs to Meridian will be required.

Assumptions**ASSUMPTIONS:**

1. Utilities:

- a. This utility scope is limited to West Jordan City sewer design only. No other utility will be considered. The City will provide Meridian the design flow for the sewer line that must be upgraded as part of the project.

2. Survey:

- a. A Geodetic Control Survey is required by the Survey and Geomatics Manual. This consists of a Static GPS Network survey, a differentially leveled project control survey, and supplemental control survey. Meridian will set the control needed for mapping and for use during construction. This supplemental control survey will be performed by Meridian and will include differential leveling of these points. The survey report will be compiled by Meridian.

b. SUE:

- i. Meridian presumes we will provide Subsurface Utility Engineering (SUE) Survey Support only for Utility Designations and Test Holes (under activity 2U1 and 3U3). SUE reports and products will be provided by Cardno (attached). Meridian presumes a total of 40,000 lineal feet of utility designation and 20 test holes with this Work Plan. Additional utilities, test holes, and boreholes that are not a part of this work plan will require a scope and fee modification.

c. Record Of Survey:

- i. 5600 West is a West Jordan street. Therefore, Meridian presumes the Department will not require Right of Way Markers (Standard Drawing GW&06) to be set as part of construction for the project.
- ii. After final review from the Departments Central Right of Way, Meridian will file a complete Record of Survey of the Right of Way Project with the Salt Lake County Surveyor's Office in accordance with Utah State Code 17-23-17 and the Utah Council of Land Surveyor's (UCLS) Minimum Standard Requirements for a Boundary Survey.

3. ROW:

- a. Meridian presumes 11 parcels inside the project limits that will be affected by new right of way and easements. This work plan does not include condemnations.

Phasing

PHASING:

The included scope is not conducive to phasing.

Fee Type

FEE TYPE:

This fee and the scope of work on which it is based is best suited for a Cost Plus Fixed Fee of 11% format.

Sub to PARSONS TRANSPORTATION GROUP

UDOT CMS Contract Work Plan

Contract Number:	NEW	Mod:			
Project Number:	F-R299(139)	PIN:	10009	UDOT Primary Contact:	Peter S. Tang
PIN Description:	5600 West; 7800 South to 8600 South				

Activity: 07L

1B1: DEVELOP BASE MAPPING/EXISTING SURFACE

PROJECT LIMITS:

5600 West Street) 2 Full topo limits will extend from the north stop bar at New Bingham Highway (SR-48) and continue north to the south stop bar at 7800 South Street.

SOUTH LIMIT:

- 50-feet south of the "pork chop" island at New Bingham Highway.

NORTH LIMIT:

- The south painted stop bar at 7800 South.

WEST LIMIT:

- On undeveloped land: 30 feet west of the sidewalk or 50 feet west of the edge of asphalt.
- On developed land: to the defining highway fence (back fence of subdivisions).
- 150 feet west of the centerline of 5600 West at cross streets.
- 350 feet west of the centerline of 5600 West along the Clay Hollow drainage.

EAST LIMIT:

- On undeveloped land: 30 feet east of the sidewalk or 50 feet east of the edge of asphalt.
- On developed land: to the defining highway fence (back fence of subdivisions).
- 150 feet east of the centerline of 5600 West at cross streets.
- 350 feet east of the centerline of 5600 West along the Clay Hollow drainage.

This survey will not access the backyards of adjoining subdivision lots. Meridian's DTM file will terminate along the adjoining highway fences (back fence of subdivisions).

PROJECT CONTROL:

Meridian will prepare a control diagram drawing in accordance with the Survey and Geomatics Manual, and will represent the primary control, secondary control, and controlling monumentation used to survey this project. This drawing will be certified by a Utah Professional Land Surveyor and may be used for design and construction purposes. Meridian will also prepare and

certify to UDOT's base mapping certification. With this certification, Meridian will submit the associated geo-reference files including a project "dty" file. The resulting geographically correct control network may also be used in future projects in this area.

Primary Control: The primary control network will be established outside of the project area and will be based on static GPS observations post-processed using OPUS-Projects, or Trimble Business Center, for all primary control values. This will allow for accurate longitude and latitude determinations. State plane coordinates will be calculated from these values. Project coordinates will be used for actual topographic surveys. Elevations will be retrieved from published NGS survey benchmarks or area County/City benchmarks (whichever is more accessible to the project location).

Secondary Control: Meridian will set multiple copper rivets in existing concrete or #5 x 24-inch rebar with "control point" caps to aid in the survey base mapping and for the use by the Contractor after design. These control points will be set along the corridor at visible intervals and differential level loops will be run through them for accurate elevations from the project benchmark retrieved during the primary control adjustment.

Controlling Monuments: Meridian will survey controlling monuments. These monuments may include Section Corners, Quarter Corners, and Center Quarter Corners throughout the proposed alignments necessary to determine the existing property matrix for right of way takes or parcel agreements within the project limits. Meridian will survey secondary monuments. These monuments may include street monuments, subdivision monuments, right of way markers and property corners on adjoining lands throughout the project area.

Controlling monuments for Sections 35 and 36 of Township 2 South, Range 2 West, Salt Lake Base and Meridian may be surveyed for this project.

EXISTING TOPOGRAPHIC SURVEY INSIDE PROJECT LIMITS:

Meridian surveyors will survey in cross section patterns in order to create a smooth 3D Digital Terrain Model (DTM). Survey intervals will be provided at 50 foot intervals.

The following surface features will be surveyed based on pre-established control inside the project limits:

- a. Curb, gutter and sidewalks, driveways and misc. concrete pads.
- b. Edge of pavements, visible pavement crowns, signage, structural and landscape walls, fences and barriers.
- c. Grade changes, breaks, toe and top of slopes, open ditches, drainage areas and other grade transitions.
- d. Striping on cross section intervals and at the beginning or ending locations of stripe types.
- e. Significant trees (6" diameter and larger). Outline clusters of smaller trees and shrubs.
- f. Visible surface utilities: sewer manholes, sewer clean-outs and storm drain manholes (inverts provided by Cardno) inside the scoped project limits, water meters, water valves, fire hydrants, gas valves, gas meters (where pipe comes out of the ground), communications manholes, telephone boxes, transformers, utility poles (with cross arms, guys and line sag elevations when crossing the route with the current temperature and time added as a note), irrigation boxes, weirs, culverts, visible piping, sprinkler control boxes, signal boxes, other surface utilities, etc.
- g. Mailboxes, commercial signs (with overhangs) and building fronts.
- h. Found boundary evidence to aid in developing the existing right-of-way (Exrow) such as curb or sidewalk rivets, property monuments, right of way markers, etc.

- i. Locate overhead crossing lines and their sag elevation with the current temperature and time added as a note.

AERIAL MAPPING:

Aerial mapping will not be flown for this project. 2012 aerial imagery from the AGRC will be downloaded and geo-referenced to the project coordinates by Meridian.

ASSUMPTIONS:

- a. Parsons will provide a drawing or map highlighting any requested supplemental survey areas.
- b. Supplemental surveys and related support efforts will require a contractual modification.
- c. Meridian will complete all base mapping certifications and QC checklists.

1B1 PRODUCT DELIVERABLES:

Survey Control Sheet (Includes .dgn and .pdf files)

- a. Meridian will prepare a control diagram for use in roadway, right of way design, and construction activities. This diagram will be certified and include methods and projections used, project coordinates and elevations, state plane coordinates along with longitudes and latitudes. Project dty file will be uploaded to ProjectWise.

Base Mapping (Includes .dgn file)

- a. Meridian will prepare existing topographic files including 10009_extopo.dgn and 10009_extopo.dtm.
- b. No inverts will be sketched with this work plan (they will be provided by SUE consultant)
- c. Meridian surveyors will take random digital photographs inside the project limits for clarification. These photos will be delivered in *.jpg format.
- d. All MicroStation deliverables will be in V8i format and loaded to the Departments servers using ProjectWise for correct attributes and standards.

Additional Base Mapping (Includes .dgn file)

- a. Should contract modifications require additional base mapping, Meridian will provide the same file formats as the original Base Mapping.

Base Mapping File Certification and QC Checklist

- a. In addition to the Base Mapping files, Meridian will provide a certification declaring that the files and the surveys of which they are based are true and correct.

1J1: IDENTIFY EXISTING RIGHT OF WAY

Conduct ownership deed and subdivision plat research within the local County Recorder's Office. Conduct a complete title

abstract search to determine fee ownership for the 11 parcels that are assumed will be affected by new right of way and will include any adjacent contiguous parcels to determine the larger parcel. Retrieve copies of subdivision plats and road dedication plats.

Conduct abstract research for the 11 parcels that are assumed will be affected by new right of way with the County Recorder's Office to obtain any recorded Utility Easements.

Conduct previously recorded boundary survey research with the Salt Lake County Surveyor's Office. This information will aid in placing subdivisions and private survey data within the right of way drawings.

Conduct research within the Department to determine the existing right of way conditions along 5600 West in West Jordan.

Conduct research with the Local Government to help determine the existing right of way conditions along 5600 West from 7800 South to 8600 South.

Meridian will create a spreadsheet list of for the 11 parcels that are assumed will be affected by new right of way listing ownership information (names, tax ID, parcel address, owners address, type of ownership, apparent use).

Meridian will fill in the remaining parcels within the project limits with GIS data obtained from the County Recorder's Office. Any research needed for additional parcels will need a contract modification.

EXISTING RIGHT OF WAY DETERMINATION:

The existing right of way will be determined by plotting all the adjoining Subdivision Plats, ownership deeds with in the right of way, Road Dedication Plats, found Easements, recorded surveys, and county GIS line work.

SURVEY AND MAPPING:

None. Survey activities are performed in activity 1B1.

BASE MAPS:

Compile research to develop an existing right of way drawing (PIN_Exrow.dgn).

Meridian will initiate and perform the Departments required 1J1 quality control reviews.

ASSUMPTIONS:

- a. Effort will involve 79 parcels. Project expansion will require a contractual modification.

1J1 PRODUCT DELIVERABLES:

Existing ROW Maps

- a. Existing Right of Way Drawing (PIN_Exrow.dgn)

Property Spreadsheet

- a. Right of Way Property Information Spreadsheet

QC Documentation

- a. QC Cover Sheets

Activity: 09L

2U1: UTILITY AND RAILROAD IDENTIFICATION

Based on earlier established survey control, Meridian will survey the utility designations as marked by sub-consultant Cardno. The survey will show surface utility markings, sewer manholes, storm drain manholes, inlets and boxes.

ASSUMPTIONS:

- a. Cardno will designate all utilities (above and below surface) with flagging, pins, paint or other obvious markings.
- b. Cardo will provide Meridian's Survey Manager at least 48 hours' notice that the utility designations have been marked.
- c. 40,000 lineal feet of Quality Level B Utilities will be surveyed with this work plan.

2U1 PRODUCT DELIVERABLES:

Utility and Railroad Company Contact List

- a. Meridian will create the UT-I (utility contact sheet) for this project.

Depiction of Utilities Facilities/Subsurface Utility Engineering (SUE) Level B, C and D

- a. Existing Utility Drawing (10009_Exutil.dgn).
- b. Update 10009_Extopo if necessary

Authorization for Design Expenditures

- a. Not applicable to the scoped utility designation survey.

Documentation of Railroad Surveillance Review (as necessary)

- a. Not applicable to the scoped utility designation survey.

QC Documentation

- a. Deliver data to Cardno for QA/QC and utility certification.

Activity: 19L

3U1: IDENTIFY POTENTIAL UTILITY CONFLICTS

- a. Meet with Parsons to discuss potential Utility Conflicts.
- b. Evaluate Potential Utility Conflicts
- c. Discuss potential conflicts and strategies for minimizing impacts.
- d. Obtain Utility Design Criteria from the utility owners.
- e. Coordinate and distribute utility plan distribution to Utility Owners.
- f. Attend Project coordination meetings when invited
- g. Perform QC Review and Complete Documentation

ASSUMPTIONS:

- a. Utility plans will be prepared by Meridian.
- b. Critical utilities will be tied vertically so that the design impacts will be apparent.
- c. UDOT will obtain estimates. UDOT estimates will be used to update PDBS.

3U1: PRODUCT DELIVERABLES

- a. Preliminary Utility Conflict Matrix/Summary
- b. QC Documentation

3U2: INITIAL UTILITY COORDINATION

- a. Meet with Parsons to discuss identified utility conflicts.
- b. Contact the existing utilities and meet with their project coordinators.
- c. Develop a utility contact list.
- d. Discuss potential conflicts and strategies for minimizing impacts with utility project coordinators.
- e. Attend project coordination meetings as invited.

ASSUMPTIONS:

- a. Utility plans will be prepared by Meridian.
- b. Critical utilities will be tied vertically so that the design impacts will be apparent.
- c. UDOT will retain control of obtaining final utility cost estimates.

3U2: PRODUCT DELIVERABLES

- a. Provide an updated utility matrix.
- b. Utility Company plans and specifications and estimates.
- c. QC Documentation.

3U3: IDENTIFY UTILITY DEPTHS (SUE LEVEL A)

Meridian will coordinate utility depth explorations with sub-consultant Cardno and survey all bored or vacuumed utility holes. Meridian will merge survey data with 10009_Exutil files.

ASSUMPTIONS:

- a. Cardno will provide Meridian a map or other plan indicating the location of the exploration sampling holes.
- b. Cardo will provide Meridian's Survey Manager at least 48 hours' notice that the exploration holes have been excavated and marked.
- c. 20 utility holes will be surveyed with this work plan.

3U3 PRODUCT DELIVERABLES:

SUE Level A File

- a. Existing Utility Drawing (10009_Exutil.dgn).

SUE Mapping Certification

- a. Deliver data to Cardno for QA/QC and utility certification.

3U4: COMPLETE UTILITY DESIGNS

- a. Meet with Parsons to discuss utility conflicts.
- b. Coordinate and distribute utility plans to utility owners.
- c. Attend project coordination meetings when invited.

ASSUMPTIONS:

- a. Final utility plans will be prepared by Meridian.
- b. Final estimates will be prepared by UDOT.

3U4 PRODUCT DELIVERABLES:

- a. Final Utility Relocation Plans
- b. Final Utility Relocation Estimate
- c. QC Documentation

Activity: 23L

4J1: IDENTIFY RIGHT OF WAY NEEDS

Coordinate with the project team to identify ROW acquisition needs for the 11 projected parcels. This will need to include projected easements for future construction. Meridian will coordinate all work with the Departments acquisition agent so they can plan workload.

ASSUMPTIONS:

- a. Effort will involve 11 parcels (See assumptions in Executive Summary).

4J1 PRODUCT DELIVERABLES:

List of Parcels Affected by Design

- a. Based on Activity 1Z4, Meridian will prepare a list of affected and prioritized parcels.

Updated ROW Estimate

- a. If needed, Meridian will update "Take" and "Easement" area estimates.

QC Documentation

- a. QC Cover Sheets

4J2: DEVELOP RIGHT OF WAY PLANS AND DOCUMENTS

Develop right of way plans and documents per the Departments Right of Way Manual. Repeat this activity for each partial, final and supplemental summary.

Develop right of way plans to show required acquisitions and accommodate all aspect of the project. Include fee ownership, slope easements, temporary construction easements, drainage easements and utility relocation easements or documents.

Develop base files to support the right of way plans, these files include the ROW.dgn and the ROW_Takes.dgn.

Place all line work and annotation on the appropriate CADD level.

Develop all sheets according to current Department CADD Standards and the Departments Plan Sheet Development Standards. These sheets include the Title sheet, Survey Control Sheet (SC), the Total Tract Map (RWTT), the Parcel Summary sheet (RWSM), Right of Way sheets (RW) and the Right of Way Marker sheet (RWRM).

Clearly label parcel numbers.

Prepare legal descriptions for each parcel to be acquired following the Department right of way standards.

Temporary construction easement needs will be determined and confirmed by the project team.

Initiate and perform the Departments required 4J2 quality control reviews.

ASSUMPTIONS:

- a. Effort will involve 11 parcels with 1 partial summary (See assumptions in Executive Summary).
- b. Each parcel will include one (1) temporary construction easement.
- c. It is assumed up to 10% of the affected parcels will undergo design and ownership modifications. Additional changes will require a contractual modification.
- d. Condemnations will require a contractual modification.

4J2 PRODUCT DELIVERABLES:

Meridian will provide the Department with right of way submittal packages in conformance with the Departments standards or declared variances. Submittal packages will include:

ROW Summary

- a. RW-53 Summary forms
- b. RW-51 Ownership Records forms
- c. Deed and Easement Conveyance Instruments
- d. Deed Plotter Printouts
- e. Copy of Recorded Vesting Deeds
- f. ePM Summary
- g. Affected Right of Way maps including RWTT maps.
- h. Complete QC-QA documentation including checklist.
- i. Complete Summary Package pdf.
- j. Meridian will upload summaries into ProjectWise and ePM.

An entire final Right of Way plan set will be delivered with the final partial summary.

4K1: CONDUCT RIGHT-OF-WAY REVIEW

Assist the Region Right Of Way Engineer with analysis and review of right of way plans, specifications and conveyance documents.

This is a Local Government (West Jordan City) project. As such, no right-of-way markers or other monumentation will be placed.

ASSUMPTIONS:

- a. Since no acquisitions other than temporary construction easements are needed (See assumptions in 4J2), no Record of Survey will be required.

4K1 PRODUCT DELIVERABLES:

ROW Plan Review

- a. Meridian will attend. The Departments Region Right of Way Engineer will also be included with this activity.

ROW Description Review

- a. Meridian will attend. The Departments Region Right of Way Engineer will also be included with this activity.

ROW Document Review

- a. Meridian will attend. The Departments Region Right of Way Engineer will also be included with this activity.

Activity: 25L

4U1: FINAL DESIGN UTILITY COORDINATION (Sewer)

- a. Meet with West Jordan City and to discuss potential Utility Conflicts.
- b. Contact the existing utilities and meet with their project coordinator. Develop a utility contact list. Discuss potential conflicts and strategies for minimizing impacts for the new sewer line.
- c. Obtain Utility Design Criteria from the utility owners that may be impacted by the new sewer line.
- d. Coordinate and distribute proposed alignment of sewer line to West Jordan City and any impacted Utility Owners.
- e. Respond to comments to impacted utility Owners.
- f. Attend Project coordination meetings when invited for utility discussions.

ASSUMPTIONS:

- a. Utility plans will be prepared by Meridian. The length of sewer upgrades is limited to approximately 600 LF. Design flows will be provided by West Jordan City for use in determining the new pipe size.

4U1 PRODUCT DELIVERABLES:

- a. Obtain Utility Company Plans, Schedules of any impacted relocations, and Cost Estimates if applicable.
- b. Obtain the design flow from the City for new sewer line sizing.

4U2: PREPARE AND OBTAIN UTILITY AGREEMENTS AND PERMITS (Sewer)

- a. Complete and respond to comments from impacted utility companies for the new sewer line.
- b. Coordinate and distribute sewer line plan and profile sheets to any impacted Utility Owners.
- c. Attend Project coordination meetings

ASSUMPTIONS:

- a. Utility plans will be prepared by Meridian.
- b. UDOT will provide final utility estimates and agreements as needed.

4U2 PRODUCT DELIVERABLES:

- a. Utility agreements as needed (prepared and delivered by UDOT)
- b. West Jordan City approval of Sewer Line Documents.
- c. Authorizations from Utility Companies to Proceed with Work
- d. QC Documentation for Comments from Utility Owners

4U3: COMPLETE UTILITY PLANS AND DOCUMENTS (Sewer)

- a. Determine phasing of the new sewer line construction to minimize impacts to current users. Coordinate with West Jordan City to determine approximate sewer flows that will need to be pumped during reconnection of the new and existing lines.
- b. Complete initial and final plan and profile sheets for the new line and distribute to City for approvals.
- c. Obtain approval from West Jordan and respond to design comments.
- d. Complete estimated cost for the new sewer line.
- e. Special provisions will be prepared to conform with West Jordan City sewer specifications
- f. Attend Project coordination meetings as necessary for sewer line coordination with the overall project.

ASSUMPTIONS:

- a. Critical utility crossings will be potholed for crossing verification.
- b. Meridian will prepare special provisions.

4U3 PRODUCT DELIVERABLES:

- a. Sewer upgrade Plan and Profile Sheets (600 LF ±)
- b. Sewer Line Cost Estimate
- c. Sewer Line Specifications (UDOT Special Provision)
- d. QC Documentation and City Comment Resolution.

UDOT CMS Staffing Plan

Contract Number:	NEW	Mod:	
Project Number:	F-R299(139)	PIN:	10009
UDOT Primary Contact:	Peter S. Tang		
PIN Description:	5600 West; 7800 South to 8600 South		

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date
FENN, DARRYL	PRESIDENT / PROJECT MANAGER		UT-172851	44	\$60.00	\$60.00	NTP
VICKERS, RANDALL	VP / SENIOR PROJECT MANAGER	BS	UT-171298	30	\$60.00	\$60.00	NTP
NADEAU, MIICHAEL	SURVEY MANAGER	AAS	UT-4938744	17	\$45.91	\$45.91	NTP
BARON, TYLER	R/W ENGINEER		UT-7281045	37	\$43.00	\$40.00	NTP
SEARLE, JEFF	GIS/LIDAR MANAGER	BS	UT-5047039	22	\$38.00	\$38.00	NTP
WILLIAMS, DARREN	PROJECT SURVEYOR / ROW	AAS	UT-4975981	150	\$35.00	\$35.00	NTP
LUTHI, NICHOLE	ENGINEER	BS	UT-8023335	82	\$33.50	\$33.50	NTP
WELSH, ADRIAN	GIS PROJECT MANAGER	MS		10	\$33.00	\$33.00	NTP
MARBEL, SPENCER	SURVEYOR			106	\$32.00	\$32.00	NTP
FALKENTHAL, KURT	SURVEYOR	AAS	UT-7281046	122	\$31.00	\$31.00	NTP
DENHAM, GUSTAVE	CAD DESIGN			108	\$30.50	\$30.50	NTP
TURNER, KYLE	ASSISTANT SURVEY MANAGER	AAS	UT-7820824	28	\$30.50	\$30.50	NTP
PORTER, ERIC	LEAD DESIGN			46	\$30.00	\$30.00	NTP
WILLIAMS, TRAVIS	CAD DESIGN			40	\$25.00	\$25.00	NTP
MAUMALANGA, JEFFREY	CAD DESIGN			44	\$23.00	\$23.00	NTP
VICKERS, JAYMIN	DESIGN TECH	BS		76	\$22.50	\$22.50	NTP
BIPPES, GEOFFREY	SURVEYOR			128	\$21.00	\$21.00	NTP
CHIPMAN, ANDY	ROW TECH			20	\$16.00	\$16.00	NTP
FLAKE, DARRELL	SURVEYOR			32	\$18.00	\$16.00	NTP
Total Hours for MERIDIAN ENGINEERING INC:					1,142		

Pay Rate Variance Explanation

During contract negotiations a few employee rates have increased. The proposal rate is what was negotiated and being used on this contract.

UDOT CMS Staffing Plan

Contract Number:	NEW	Mod:	
Project Number:	F-R299(139)	PIN:	10009
UDOT Primary Contact:	Peter S. Tang		
PIN Description:	5600 West; 7800 South to 8600 South		

Alternate Staff

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date
JENSEN, TRAVIS	ROW DESIGN	AAS	UT-376076	0	\$35.00	\$35.00	NTP
BURT, MARSHALL	SURVEY TECH	BS		0	\$24.00	\$24.00	NTP
BOEHMER, BRIAN	LIDAR TECHNICIAN			0	\$19.00	\$19.00	NTP
BOYACK, RACHEL	ROADWAY DESIGN ENGINEER	BS		0	\$18.50	\$18.50	NTP
FLORES, MARC	SURVEY TECH			0	\$15.00	\$15.00	NTP

MERIDIAN ENGINEERING INC

Sub to PARSONS TRANSPORTATION GROUP

UDOT CMS Cost Proposal

Contract Number:	NEW	Mod:	
Project Number:	F-R299(139)	PIN:	10009
UDOT Primary Contact:	Peter S. Tang		
PIN Description:	5600 West; 7800 South to 8600 South		

Labor Costs				
Employee Name	Contract Job Title	Hours	Proposal Rate	Labor Cost
BARON, TYLER	R/W ENGINEER	37	\$40.00	\$1,480.00
BIPPES, GEOFFREY	SURVEYOR	128	\$21.00	\$2,688.00
CHIPMAN, ANDY	ROW TECH	20	\$16.00	\$320.00
DENHAM, GUSTAVE	CAD DESIGN	108	\$30.50	\$3,294.00
FALKENTHAL, KURT	SURVEYOR	122	\$31.00	\$3,782.00
FENN, DARRYL	PRESIDENT / PROJECT MANAGER	44	\$60.00	\$2,640.00
FLAKE, DARRELL	SURVEYOR	32	\$16.00	\$512.00
LUTHI, NICHOLE	ENGINEER	82	\$33.50	\$2,747.00
MARBEL, SPENCER	SURVEYOR	106	\$32.00	\$3,392.00
MAUMALANGA, JEFFREY	CAD DESIGN	44	\$23.00	\$1,012.00
NADEAU, MIICHAEL	SURVEY MANAGER	17	\$45.91	\$780.47
PORTER, ERIC	LEAD DESIGN	46	\$30.00	\$1,380.00
SEARLE, JEFF	GIS/LIDAR MANAGER	22	\$38.00	\$836.00
TURNER, KYLE	ASSISTANT SURVEY MANAGER	28	\$30.50	\$854.00
VICKERS, JAYMIN	DESIGN TECH	76	\$22.50	\$1,710.00
VICKERS, RANDALL	VP / SENIOR PROJECT MANAGER	30	\$60.00	\$1,800.00
WELSH, ADRIAN	GIS PROJECT MANAGER	10	\$33.00	\$330.00
WILLIAMS, DARREN	PROJECT SURVEYOR / ROW	150	\$35.00	\$5,250.00
WILLIAMS, TRAVIS	CAD DESIGN	40	\$25.00	\$1,000.00
Total Hours:		1,142		
Total Direct Labor:				\$35,807.47
Overhead:			118.23%	\$42,335.13
Total Direct Labor plus Overhead:				\$78,142.60
Fixed Fee:			11.00%	\$8,595.69
Burdened Labor Cost:				\$86,738.29
Total Cost for MERIDIAN ENGINEERING INC:				\$86,738.29

UDOT CMS Hours Derivation

Contract Number:	NEW	Mod:	
Project Number:	F-R299(139)	PIN:	10009
UDOT Primary Contact:	Peter S. Tang		
PIN Description:	5600 West; 7800 South to 8600 South		

Employee Name	07L	09L	19L	23L	25L															Total
FENN, DARRYL	10	8	8	10	8															
VICKERS, RANDALL	0	0	24	0	6															
NADEAU, MIICHAEL	12	4	1	0	0															
BARON, TYLER	5	0	0	32	0															
SEARLE, JEFF	6	0	0	16	0															
WILLIAMS, DARREN	50	0	0	100	0															1
LUTHI, NICHOLE	0	0	62	0	20															
WELSH, ADRIAN	10	0	0	0	0															
MARBEL, SPENCER	32	62	12	0	0															1
FALKENTHAL, KURT	80	42	0	0	0															1
DENHAM, GUSTAVE	28	0	0	80	0															1
TURNER, KYLE	18	8	2	0	0															
PORTER, ERIC	0	0	40	0	6															
WILLIAMS, TRAVIS	24	12	4	0	0															
MAUMALANGA, JEFFREY	8	0	0	36	0															
VICKERS, JAYMIN	0	0	64	0	12															
BIPPES, GEOFFREY	80	48	0	0	0															1
FLAKE, DARRELL	32	0	0	0	0															
CHIPMAN, ANDY	10	0	0	10	0															

UDOT CMS Hours Derivation

Contract Number:	NEW	Mod:	
Project Number:	F-R299(139)	PIN:	10009
UDOT Primary Contact:	Peter S. Tang		
PIN Description:	5600 West; 7800 South to 8600 South		

	07L	09L	19L	23L	25L															Total
Firm Activity Totals:	405	184	217	284	52															1,1

SOMERS-JARAMILLO & ASSOCIATES, INC**Sub to PARSONS TRANSPORTATION GROUP****UDOT CMS Contract Work Plan**

Contract Number:	NEW	Mod:			
Project Number:	F-R299(139)	PIN:	10009	UDOT Primary Contact:	Peter S. Tang
PIN Description:	5600 West; 7800 South to 8600 South				

Activity: 09L

During Initial Design Phase, Somers-Jaramillo + Associates (SJ+A) will provide a Public Involvement Manager Leah Jaramillo and public involvement support staff who will:

- Participate in team design meetings
- Develop a strategic public involvement plan with City of West Jordan and Design team
- Meet with affected stakeholders including Ascent Academy, Bloomfield Estates, Boulder Canyon Apartments, Jordan School District, West Hills Middle School and other properties potentially affected by the project to gather initial input.

Activity: 19L

During the secondary design phase, SJ+A will continue meeting with the team and will implement the strategic public involvement plan.

Activities include:

- planning, advertising, and hosting a public meeting near the plan in hand milestone.
- provide regular updates to interested stakeholders as design milestones are achieved. Updates may be via:
 - Email
 - Telephone/Hotline
 - Personal meetings
 - Fliers
 - City of West Jordan website &/or social media
 - HOA or other community meetings
 - HOA or other community group web, email &/or social media feeds

UDOT CMS Staffing Plan

Contract Number:	NEW	Mod:	
Project Number:	F-R299(139)	PIN:	10009
UDOT Primary Contact:	Peter S. Tang		
PIN Description:	5600 West; 7800 South to 8600 South		

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date
JARAMILLO, LEAH	PUBLIC INFORMATION MANAGER	MA		120	\$55.00	\$55.00	NTP
ROGERS, JANET	CONTRACT ADMINISTRATOR			10	\$35.90	\$35.90	NTP
KECK, TERESA	PUBLIC INFORMATION ASSISTANT	MA COMMUNICATIONS		10	\$30.67	\$30.67	NTP
CARTWRIGHT, CHRIS	PUBLIC INFORMATION ASSISTANT	BS		40	\$20.50	\$20.50	NTP
KIM, MICHELLE	PI INTERN			20	\$15.00	\$15.00	NTP
BARGER, TRAVIS	PI INTERN	UNDER GRADUATE		5	\$12.50	\$12.50	NTP
COTTAM, ALANNA	PI INTERN	UNDERGRADUATE		5	\$12.50	\$12.50	NTP
Total Hours for SOMERS-JARAMILLO & ASSOCIATES, INC:				210			

SOMERS-JARAMILLO & ASSOCIATES, INC

Sub to PARSONS TRANSPORTATION GROUP

UDOT CMS Cost Proposal

Contract Number:	NEW	Mod:	
Project Number:	F-R299(139)	PIN:	10009 UDOT Primary Contact: Peter S. Tang
PIN Description:	5600 West; 7800 South to 8600 South		

Labor Costs				
Employee Name	Contract Job Title	Hours	Proposal Rate	Labor Cost
BARGER, TRAVIS	PI INTERN	5	\$12.50	\$62.50
CARTWRIGHT, CHRIS	PUBLIC INFORMATION ASSISTANT	40	\$20.50	\$820.00
COTTAM, ALANNA	PI INTERN	5	\$12.50	\$62.50
JARAMILLO, LEAH	PUBLIC INFORMATION MANAGER	120	\$55.00	\$6,600.00
KECK, TERESA	PUBLIC INFORMATION ASSISTANT	10	\$30.67	\$306.70
KIM, MICHELLE	PI INTERN	20	\$15.00	\$300.00
ROGERS, JANET	CONTRACT ADMINISTRATOR	10	\$35.90	\$359.00
Total Hours:		210		
Total Direct Labor:				\$8,510.70
Overhead:			105.42%	\$8,971.99
Total Direct Labor plus Overhead:				\$17,482.69
Fixed Fee:			10.50%	\$1,835.68
Burdened Labor Cost:				\$19,318.37
Other Direct Charges				
ODC Item	Unit of Measure	Qty	Item Cost	Extended Cost
MEETING ROOM RENTAL OR SUPPLY	UNIT	1.0	\$500.000	\$500.00
BUSINESS CARDS-QTY 500 VENDOR	EACH	1.0	\$100.000	\$100.00
GRAPHICS & PRINTED MATERIALS	UNIT	3.0	\$500.000	\$1,500.00
MAILER-PRODUCTION, POSTAGE,ETC	EACH	4,700.0	\$.450	\$2,115.00
PRESENTATION BOARDS	EACH	9.0	\$100.000	\$900.00
ONLINE SURVEY	UNIT	1.0	\$500.000	\$500.00
Total Other Direct Charges:				\$5,615.00
Total Cost for SOMERS-JARAMILLO & ASSOCIATES, INC:				\$24,933.37

UDOT CMS Hours Derivation

Contract Number:	NEW	Mod:	
Project Number:	F-R299(139)	PIN:	10009
UDOT Primary Contact:	Peter S. Tang		
PIN Description:	5600 West; 7800 South to 8600 South		

Employee Name	09L	19L																	Total
JARAMILLO, LEAH	50	70																	1
ROGERS, JANET	5	5																	
KECK, TERESA	5	5																	
CARTWRIGHT, CHRIS	15	25																	
KIM, MICHELLE	10	10																	
BARGER, TRAVIS	0	5																	
COTTAM, ALANNA	0	5																	

UDOT CMS Hours Derivation

Contract Number:	NEW	Mod:	
Project Number:	F-R299(139)	PIN:	10009
UDOT Primary Contact:	Peter S. Tang		
PIN Description:	5600 West; 7800 South to 8600 South		

	09L	19L																		Total
Firm Activity Totals:	85	125																		2

Sub to PARSONS TRANSPORTATION GROUP

UDOT CMS Contract Work Plan

Contract Number:	NEW	Mod:			
Project Number:	F-R299(139)	PIN:	10009	UDOT Primary Contact:	Peter S. Tang
PIN Description:	5600 West; 7800 South to 8600 South				

Activity: 09L

Gerhart Cole will perform geotechnical evaluation and pavement design for this project by drilling 6-7 test holes, spaced at approximately 750-1000 foot intervals, along the roadway alignment to depths of 5-10 feet below final pavement grade. Specific locations of the test holes will be coordinated with Parsons Transportation Group (PTG) in order to address both pavement and retaining/noise wall design requirements, wherever possible. In addition, we will drill one test hole at the planned box culvert location at Clay Hollow Wash to a depth of up to 25 feet. Test holes will be logged by an experienced field engineer, and representative samples will be obtained for laboratory testing. Traffic control will be set up and maintained in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

We anticipate laboratory testing will consist of soil index tests (moisture content, gradation, Atterberg Limits), as well as subgrade strength tests (moisture/density relationship [proctor], California Bearing Ratio [CBR]) and soil corrosion potential tests. The specific type and quantity of tests to be performed will be determined following evaluation of retrieved samples in the laboratory.

We will present our findings, analyses, and recommendations in a draft Pavement Design Report addressing the following:

- Existing pavement section thickness as observed in the test holes.
- Suitability of existing base course and subbase materials for re-use.
- Site preparation and grading.
- Structural fill placement and compaction.
- Asphalt pavement section thickness based on traffic loading information provided by others.
- Foundation design parameters for the box culvert and retaining/noise walls, including allowable bearing pressure, lateral earth pressures, frictional resistance, and settlement.
- Moisture protection and surface drainage.
- Observation and testing during construction.

Pavement sections will be designed using the AASHTO 1993 methodology. All work will be performed in general accordance with applicable elements of the UDOT Project Delivery Network (Activity 2M1) and the UDOT Pavement Design Manual of Instruction.

The draft Pavement Design Report will be submitted to the UDOT Region 2 Pavement Management Engineer for review. Following receipt of review comments, we will finalize and submit a final Pavement Design Report.

UDOT CMS Staffing Plan

Contract Number:	NEW	Mod:	
Project Number:	F-R299(139)	PIN:	10009
UDOT Primary Contact:	Peter S. Tang		
PIN Description:	5600 West; 7800 South to 8600 South		

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date
DAVIS, SCOTT	SENIOR ENGINEER	MS CIVIL ENGINEERING	UT-174638-2002	16	\$61.54	\$144.17	NTP
COLE, RYAN	PRINCIPAL GEOTECH ENGINEER	PHD CIVIL ENGINEERING	UT-368476	8	\$47.15	\$110.46	NTP
MAW, RYAN	PROJECT ENGINEER	MS CIVIL ENGINEERING	UT-8229560	4	\$36.68	\$85.23	NTP
REED, TOMSEN	PEI	MS CIVIL ENGINEERING		50	\$26.45	\$61.96	NTP
GIBBS, ZACH	EIT	MS CIVIL ENGINEERING		35	\$24.25	\$56.82	NTP
EVANS, MIKE	CADD	AAS DRAFTING		8	\$22.66	\$53.09	NTP
COLE, JEANNE	ADMINISTRATION	BA ENGLISH		6	\$19.81	\$46.41	NTP
Total Hours for GERHART COLE INC:				127			

UDOT CMS Staffing Plan

Contract Number:	NEW	Mod:	
Project Number:	F-R299(139)	PIN:	10009
UDOT Primary Contact:	Peter S. Tang		
PIN Description:	5600 West; 7800 South to 8600 South		

Alternate Staff

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date
GERBER, TRAVIS	PRINCIPAL GEOTECHNICAL ENG.	PHD CIVIL ENGINEERING	UT-265954	0	\$47.15	\$110.46	NTP
BUHLER, RICHARD	STAFF ENGINEER	MS CIVIL ENGINEER	UT-8569795	0	\$34.20	\$80.12	NTP
ANDERSON, STEVE	PROJ CONTROLS SPECIALIST	MS CIVIL ENGINEERING	UT-8752064	0	\$32.73	\$76.68	NTP
BILLINGS, DAN	GEOTECHNICAL ENGINEER	MS CIVIL ENGINEERING	UT-9094830-2202	0	\$31.29	\$73.30	NTP
PETERSON, BRIAN	PEI	MS CIVIL ENGINEERING		0	\$26.45	\$61.49	NTP
HAAS, MIKE	CADD DESIGNER	BS CIVIL ENGINEERING		0	\$19.30	\$45.21	NTP

GERHART COLE INC

Sub to PARSONS TRANSPORTATION GROUP

UDOT CMS Cost Proposal

Contract Number:	NEW	Mod:		
Project Number:	F-R299(139)	PIN:	10009	UDOT Primary Contact: Peter S. Tang
PIN Description:	5600 West; 7800 South to 8600 South			
Labor Costs				
Employee Name	Contract Job Title	Hours	Proposal Rate	Labor Cost
COLE, JEANNE	ADMINISTRATION	6	\$46.41	\$278.46
COLE, RYAN	PRINCIPAL GEOTECH ENGINEER	8	\$110.46	\$883.68
DAVIS, SCOTT	SENIOR ENGINEER	16	\$144.17	\$2,306.72
EVANS, MIKE	CADD	8	\$53.09	\$424.72
GIBBS, ZACH	EIT	35	\$56.82	\$1,988.70
MAW, RYAN	PROJECT ENGINEER	4	\$85.23	\$340.92
REED, TOMSEN	PEI	50	\$61.96	\$3,098.00
		Total Hours:	127	
			Total Direct Labor:	\$9,321.20
Other Direct Charges				
ODC Item	Unit of Measure	Qty	Item Cost	Extended Cost
GEOTECHNICAL DRILLING GENERAL	LUMP	3,700.0	\$1.000	\$3,700.00
COMPANY MILEAGE	MILE	145.0	\$.540	\$78.30
			Total Other Direct Charges:	\$3,778.30
			Total Cost for GERHART COLE INC:	\$13,099.50

UDOT CMS Hours Derivation

Contract Number:	NEW	Mod:	
Project Number:	F-R299(139)	PIN:	10009
UDOT Primary Contact:	Peter S. Tang		
PIN Description:	5600 West; 7800 South to 8600 South		

Employee Name	09L																			Total
DAVIS, SCOTT	16																			
COLE, RYAN	8																			
MAW, RYAN	4																			
REED, TOMSEN	50																			
GIBBS, ZACH	35																			
EVANS, MIKE	8																			
COLE, JEANNE	6																			

Sub to PARSONS TRANSPORTATION GROUP

UDOT CMS Contract Work Plan

Contract Number:	NEW	Mod:			
Project Number:	F-R299(139)	PIN:	10009	UDOT Primary Contact:	Peter S. Tang
PIN Description:	5600 West; 7800 South to 8600 South				

Activity: 09L

Utility & Railroad Identification

Designating

For the purpose of this section Designating shall mean the process of using surface geophysical methods to determine the presence of a subsurface utility and mark its location using acceptable survey standards. Cardno shall:

- 1) Conduct records research to identify utility owners that are within the project limits. The sources of information may include but is not limited to the utility company records and as-built plans, UDOT contract plans, Blue Stakes, Public Utilities offices, and County offices. Identify a contacts list which included name, phone number, address and email for each owner.
- 2) Obtain all necessary permits from city, county, state and other municipalities, including railroads and private property owners, for the purpose of marking, measuring and recording the location of all utilities located in the project limits.
- 3) When designation and/or location activities are to take place outside of right-of-ways, Cardno shall request an access permit prior to any entry on private property.
- 4) Provide all maintenance and control of traffic to perform work. This includes obtaining an encroachment permit from the local permits officer and complying with all requirements imposed by said permit prior to initiating any field surveys. All traffic control plans must conform to the Manual on Uniform traffic Control Devices.
- 5) Designate, record and mark the horizontal location of requested existing subsurface and overhead utilities. Coordinate with the survey team. All designating information shall be QC'd by Cardno.
- 6) Horizontal accuracy shall be within 0.5' +/-, based on benchmarks shown by Cardno.
- 7) SUE depiction shall follow UDOT CADD standards. Provide all designating information to UDOT according to agreed upon schedule.

Activity: 19L

Identify Utility Depth (SUE Level A)

Locating

For the purpose of this section Locating shall mean the process of exposing and recording the vertical and horizontal location of a utility by excavating a test hole using vacuum extraction or comparable nondestructive equipment. Cardno shall:

- 1) Obtain all necessary permits from city, county, state, and other municipalities, including private property owners, for the purpose of locating the existing *underground* utilities as required.
- 2) Comply with any and all laws, regulations or requirements for notification prior to any excavation.
- 3) Provide all maintenance and control of traffic to perform work. This includes obtaining an encroachment permit from the permits officer and complying with all requirements imposed by said permit prior to initiating any field surveys. All traffic control plans must conform to the Manual on Uniform traffic Control Devices.
- 4) Coordinate with utility companies and utility inspector as required.
- 5) Neatly cut and remove existing paving, if required, with the cut areas not to exceed 144 square inches. Excavate test hole in such a manner as to prevent any damage to wrappings, coatings, or other protective coverings of the utility facility.
- 6) Where applicable, provide permanent restoration of pavement within the limits of the original cut at time of backfill. Such restoration and backfill procedures shall comply with the standards of the governmental authority that issued the applicable excavation permit. Whenever test holes are excavated outside of roadway pavement, these disturbed areas shall be restored, as nearly as possible, to the condition that existed prior to excavation.
- 7) Furnish, install and color code a permanent above ground marker (i.e. P.K. nail, steel pin or hub) directly above the centerline of the structure and record the elevation of the marker.
- 8) Provide a summary of the test holes horizontal and vertical location as well as the individual detailed information of each hole.
- 9) Provide the following test hole information:
 - i. Test hole reference number.
 - ii. Description of utility and utility owner.
 - iii. Elevation of top and bottom of utility tied to the datum of UDOT.
 - iv. Elevation of existing grade over the utility at the test hole referenced to the project datum.
 - v. Horizontal location using centerline station and offset as well as the x y coordinates.
 - vi. Identify the freeway, highway, route or city street on which the test hole is located.
 - vii. Outside diameter of pipe or width of duct banks and configuration of non-encased, multi-conduit systems.
 - viii. Identification of utility structure material composition, when possible.
 - ix. Identification of benchmarks used to determine elevations.
 - x. Pavement thickness and type and depth of water (if encountered), as requested.
 - xi. General soil type and site condition, as requested and record any obvious soil contamination.
 - xii. Elevation data shall be accurate to within 0.05' +/- and horizontal accuracy shall be within 0.5' +/-, based on benchmarks shown by consultant.

- 10) Coordinate with surveyor. SUE depiction shall follow UDOT CADD standards. Provide all locating information to UDOT according to agreed upon schedule. Upload mapping certification to Projectwise.

UDOT CMS Staffing Plan

Contract Number:	NEW	Mod:	
Project Number:	F-R299(139)	PIN:	10009
UDOT Primary Contact:	Peter S. Tang		
PIN Description:	5600 West; 7800 South to 8600 South		

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date
SYLVEST, ANDREW	BRANCH MANAGER			2	\$46.36	\$133.78	NTP
GARRISON, JOHN	CADD TECH			4	\$34.00	\$98.11	NTP
PASCUZZO, MONTE	PROJECT MANAGER			8	\$30.89	\$87.29	NTP
				Total Hours for CARDNO, INC:	14		
Pay Rate Variance Explanation							
Estimated hourly rate given in original proposal.							

UDOT CMS Staffing Plan

Contract Number:	NEW	Mod:	
Project Number:	F-R299(139)	PIN:	10009
UDOT Primary Contact:	Peter S. Tang		
PIN Description:	5600 West; 7800 South to 8600 South		

Alternate Staff

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date
AMADOR, CARLOS	ROADWAY ENGINEER			0	\$41.00	\$118.32	NTP
ENGLESEN, DENA	CADD DESIGNER			0	\$27.00	\$77.91	NTP

CARDNO, INC

Sub to PARSONS TRANSPORTATION GROUP

UDOT CMS Cost Proposal

Contract Number:	NEW	Mod:			
Project Number:	F-R299(139)	PIN:	10009	UDOT Primary Contact:	Peter S. Tang
PIN Description:	5600 West; 7800 South to 8600 South				
Labor Costs					
Employee Name	Contract Job Title	Hours	Proposal Rate	Labor Cost	
GARRISON, JOHN	CADD TECH	4	\$98.11	\$392.44	
PASCUZZO, MONTE	PROJECT MANAGER	8	\$87.29	\$698.32	
SYLVEST, ANDREW	BRANCH MANAGER	2	\$133.78	\$267.56	
		Total Hours:	14		
		Total Direct Labor:		\$1,358.32	
Other Direct Charges					
ODC Item	Unit of Measure	Qty	Item Cost	Extended Cost	
CORING PER TEST HOLE	UNIT	10.0	\$155.000	\$1,550.00	
DESIGNATING QL-B-LINEAR FT	UNIT	40,000.0	\$.900	\$36,000.00	
DESIGNATING QL-C/D-LINEAR FT	UNIT	15,000.0	\$.450	\$6,750.00	
FLOWABLE FILL	TRIP	2.0	\$300.000	\$600.00	
MAINTENANCE OF TRAFFIC	SETUP	1,250.0	\$1.000	\$1,250.00	
TEST HOLES PER FOOT->6.99'	UNIT	5.0	\$70.000	\$350.00	
TEST HOLES-CORED <6.99'	TEST HOLE	10.0	\$430.000	\$4,300.00	
TEST HOLES-NAT GROUND <6.99'	TEST HOLE	10.0	\$430.000	\$4,300.00	
VAC TRUCK-PER HR/FLOWFILL	UNIT	2.0	\$285.000	\$570.00	
				Total Other Direct Charges:	\$55,670.00
				Total Cost for CARDNO, INC:	\$57,028.32

UDOT CMS Hours Derivation

Contract Number:	NEW	Mod:	
Project Number:	F-R299(139)	PIN:	10009
UDOT Primary Contact:	Peter S. Tang		
PIN Description:	5600 West; 7800 South to 8600 South		

Employee Name	09L	19L																	Total
SYLVEST, ANDREW	1	1																	
GARRISON, JOHN	2	2																	
PASCUZZO, MONTE	4	4																	

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	1/1/2017	NATIONAL UNION FIRE INSUR OF P	CA3194428	\$1,000,000	\$0	N
EXCESS/UMBRELLA LIABILITY	N	1/1/2011	LEXINGTON INS CO	8396477	\$500,000	\$500,000	N
GENERAL LIABILITY	N	1/1/2017	NATIONAL UNION FIRE INSUR OF P	GL17487104	\$1,500,000	\$3,000,000	Y
HEALTH INSURANCE HB 331-2009	N	4/1/2017	UNITED HEALTHCARE	XXXX	\$0	\$0	N
PROFESSIONAL LIABILITY	N	1/1/2017	LEXINGTON INSURANCE CO	11665420	\$1,500,000	\$3,000,000	N
WORKERS COMPENSATION	N	1/1/2017	INSURANCE CO OF THE ST OF PA	WC028328344	\$1,000,000	\$0	N

Certificate Of Completion

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Status: Sent

Subject: UDOT Contract: Action Required - PIN 10009 - Parsons Transportation Group - PE

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Document Pages: 90

Signatures: 2

Envelope Originator:

Certificate Pages: 6

Initials: 2

Devon Tonks

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dtonks@utah.gov

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dtonks@utah.gov

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Signature

Timestamp

Gaye Hettrick

ghettrick@utah.gov

Consilant Services Manager

Utah Department of Transportation

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
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ID:

GH

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Ben Huot

bhuot@utah.gov

Engineer for Preconstruction

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 4/6/2016 | 8:25 AM
ID: 6a2cc94d-c971-40c1-8d9b-77a6e986daed

Ben Huot

Sent: 8/11/2016 | 10:37 AM

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Brandon Cloward

brandon.cloward@parsons.com

Project Manager

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 8/12/2016 | 11:26 AM
ID: c50aaef8-cca3-4b86-abf4-a4feb21dee99

Brandon Cloward

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Viewed: 8/12/2016 | 11:26 AM

Signed: 8/12/2016 | 12:30 PM

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Kim Rolfe

kimr@wjordan.com

Security Level: Email, Account Authentication
(None)

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

Sent: 8/15/2016 | 12:18 PM

Shauna Sisneros

ssisneros@utah.gov

Security Level: Email, Account Authentication
(None)

Signer Events**Signature****Timestamp**

Electronic Record and Signature Disclosure:
 Accepted: 4/7/2016 | 11:45 AM
 ID: c48cca91-fc8e-463d-9bba-75936b41f14c

Cherise Young

cheriseyoung@utah.gov

Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Accepted: 4/7/2016 | 1:47 PM
 ID: 2c768d93-a151-4f17-83d1-a370d532fb0c

Devon Tonks

dtonks@utah.gov

Contract Administrator

Utah Department of Transportation

Security Level: Email, Account Authentication
 (None)

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

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

David Murphy

Davidm@wjordan.com

Engineering Manager for CIP

Security Level: Email, Account Authentication
 (None)

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Julie Preece

jpreece@utah.gov

Security Level: Email, Account Authentication
 (None)

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

Peter Tang

ptang@utah.gov

Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Accepted: 5/11/2016 | 3:31 PM
 ID: b57e2954-ad84-4530-a9b8-b752fc28c634

Vickie Vandemerwe

vvandemerwe@utah.gov

Security Level: Email, Account Authentication
 (None)

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

Notary Events	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	8/15/2016 12:18 PM
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Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Carahsoft OBO Utah Department of Transportation:

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

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

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

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at mindilake@utah.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Carahsoft OBO Utah Department of Transportation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to mindilake@utah.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO Utah Department of Transportation

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to mindilake@utah.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

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

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carahsoft OBO Utah Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft OBO Utah Department of Transportation during the course of my relationship with you.