



CITY COUNCIL AGENDA

Notice is hereby given that the Draper City Council will hold a **Business Meeting** beginning at **5:30 p.m.** on **Tuesday, October 1, 2013** in the City Council Chambers at 1020 East Pioneer Road, Draper, Utah.

(Timings listed for each item on the agenda are approximate and may be accelerated or delayed)

The Agenda will be as follows:

STUDY MEETING

- 5:30 p.m.** **1.0** Dinner
- 6:00 p.m.** **2.0** **Presentation:** Park Impact Fees and Maintenance Costs. Staff Presentation by Brad Jensen and Steve Linde.
- 6:30 p.m.** **3.0** **Adjourn to Closed Meeting** to discuss litigation, property acquisition, and the character and professional competence or physical or mental health of an individual.

BUSINESS MEETING

- 7:00 p.m.** **1.0** **Call to Order:** Mayor Darrell Smith
- 7:00 p.m.** **2.0** **Comment/Prayer and Flag Ceremony**
- 7:10 p.m.** **3.0** **Citizen Comments:** *To be considerate of everyone attending the meeting and to more closely follow the published agenda times, public comments will be restricted to items not listed on the agenda and limited to three minutes per person per item. A spokesperson who has been asked by a group to summarize their concerns will be allowed five minutes to speak. Comments which cannot be made within these limits should be submitted in writing to the City Recorder prior to noon the day before the meeting. Comments pertaining to an item on the agenda should not be given at this time but should be held until that item is called.*
- 7:20 p.m.** **4.0** **Consent Items:**
- a. Hardship Permits with Spring Hollow Trail Property Owners
 - b. **Ordinance #1069**, Amendment DCMC Section 15-1-050 re: Private Attractions
 - c. **Agreement 13-215**, for 700 East Pro-Rated Fence Reimbursements
 - d. Approval of 2013 JAG Block Grant for Law Enforcement Equipment

PUBLIC HEARING PROCEDURE AND ORDER OF BUSINESS

In compliance with the American with Disabilities Act, any individuals needing special accommodations including auxiliary communicative aides and services during this meeting shall notify Angie Olsen, CMC, Deputy City Recorder at (801) 576-6539 or angie.olsen@draper.ut.us, at least 24 hours prior to the meeting. Meetings of the Draper City Council may be conducted by electronic means pursuant to Utah Code Annotated Section 52-4-207. In such circumstances, contact will be established and maintained by telephone and the meeting will be conducted pursuant to Draper City Municipal Code 2-1-040(e) regarding electronic meetings.

- e. **Agreement 13-217**, with H.W. Lochner, Inc. and the Utah Department of Transportation for Preconstruction Engineering Services for the 1300 East, Pioneer Road to 13200 South Project design phase.

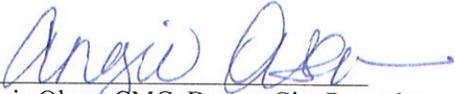
- 7:25 p.m.** **5.0** **Action Item:** Authorizing the Mayor, for the city as the Declarant, to sign the First Amendment to the Supplemental Declaration of the SunCrest CC&R's conveying a private street in the Oak Vista IV to the Owner's Association. Staff Presentation by Russ Fox.
- 7:30 p.m.** **6.0** **Action Item:** Authorizing the Implementation of Signs to Regulate Parking Weekdays on the East Side of Boulter Street by Draper Park Middle School. Staff Presentation by Carolyn Prickett.
- 7:35 p.m.** **7.0** **Action Item:** Approving an Extension of the Draper View Subdivision Approved Preliminary Plat as allowed in Section 17-3-060(c) of the DCMC including all Previous Conditions of Approval. Staff Presentation by Dan Boles.
- 7:40 p.m.** **8.0** **Public Hearing: Ordinance #1064**, On the request of Curtis Neider for approval of a Zoning Map Amendment of 2.46 acres at 13338 and 13350 South Fort Street from the RA1 Residential Agriculture zone to RA2 Residential Agriculture zone. This application is otherwise known as the *Neider Zone Change Request*, Application #130822-13338S. Staff contact is Dennis Workman at 801-576-6522 or email Dennis.Workman@draper.ut.us.
- 7:50 p.m.** **9.0** **Public Hearing: Ordinance #1063**, on the request of Trace Coccimiglio for approval of a Zoning Map Amendment of approximately 1.97 acres at 12855 South & 12875 South Minuteman Drive from CR Regional Commercial to CG General Commercial. This application is otherwise known as the *Valet Auto Body Zoning Map Amendment Request*, Application #130723-12855S. Staff contact is Dan Boles at 801-576-6335 or email Dan.Boles@draper.ut.us. *At the applicants request, this item was continued from the September 17, 2013 City Council Meeting.*
- 8:00 p.m.** **10.0** **Council/Manager Reports**
- 11.0** **Adjourn** to Closed Meeting to discuss litigation, property acquisition, and the character and professional competence or physical or mental health of an individual. (If needed)

SALT LAKE COUNTY/UTAH COUNTY, STATE OF UTAH

I, the Deputy City Recorder of Draper City, certify that copies of the agenda for the **Draper City Council** meeting to be held the **1st day of October, 2013**, were posted on the Draper City Bulletin Board, Draper City website www.draper.ut.us, the Utah Public Meeting Notice website at www.utah.gov/pmn, and sent by facsimile to The Salt Lake Tribune, and The Deseret News.

Date Posted: 09/27/2013
City Seal




Angie Olsen, CMC, Deputy City Recorder
Draper City, State of Utah

[Return to Agenda](#)

CONSENT ITEM #A

**DRAPER CITY
REVOCABLE OPEN SPACE ENCROACHMENT HARDSHIP PERMIT
SPRING HOLLOW TRAIL**

Date: _____

PERMIT PURPOSES

Draper City owns many areas of public open space throughout the city. Draper City values its open space and desires to ensure the orderly and appropriate use of its natural areas. Pursuant to Draper City Municipal Code 15-1-080 and at the City's discretion, the City may permit encroachment on designated open space if it is determined it would not change or interfere with the overall use or purpose of the open space.

Resident has requested permission from Draper City for the use of a portion of open space for the purposes described below. The City is willing to permit the described use of the open space under the terms and conditions listed herein.

This Revocable Open Space Encroachment Hardship Permit is issued to _____, whose address is _____, Draper, UT 84020 (herein referred to as "Resident").

RECITALS

- A. The City owns an approximately 50' wide swath of open space, including the Spring Hollow Trail, abutting the rear of Resident's real property.
- B. Resident has a pre-existing encroachment into the City's open space in size and scope as shown on the attached aerial photo ("Exhibit "A").
- C. The City has determined that permitting the encroachment to remain will not change or interfere with the overall use or purpose of the open space, and will in fact help control erosion.
- D. The City intends to retain all ownership rights to its open space property as provided by law and nothing contained herein shall be construed as to either relinquish such rights or create any easement of record within the City's open space property.

NOW THEREFORE, in consideration of the faithful performance of the terms and conditions herein, Draper City hereby grants this Revocable Open Space Encroachment Hardship Permit to Resident as follows:

- 1. **Term.** The term of this Permit shall be 25 years or until the Resident decides to sell their real property, whichever is shorter.
- 2. **Revocable Permit.** The City may cancel this Revocable Open Space Encroachment Hardship Permit at any time. In such case, the City will provide a 60-day notice to Resident.

3. **Permit Fee.** Resident agrees to pay Fifty Dollars (\$50.00) to the City for issuance of the Permit.
4. **Findings and Purpose.** The City finds the encroachment, which consists of grass and other landscaping, will control erosion and does not upset the overall open space character of the area.
5. **Expansion.** Neither the size nor intensity of the encroachment shall be expanded. Resident agrees not to erect or construct any new structures or fences or make any other improvements on the City's open space.
6. **Removal of Permanent Structures.** Any existing fence connecting the property fence to the trail fence is allowed to remain within the encroachment area. Trampolines and any other permanent structures are not allowed in the encroachment area. Resident is responsible for the removal of all such items and the expense incurred. Resident shall have removed all offending personal property prior to being issued this Revocable Open Space Encroachment Hardship Permit.
7. **Placement of Property Markers.** Resident shall, within 30 days from the issuance of this Revocable Open Space Encroachment Hardship Permit, install permanent lot markers at each rear corner of their lot abutting the City's open space. The Resident will bear the expense incurred for the placement of the markers.
8. **Disclosure of Encroachment.** In the event Resident decides to sell their Property abutting the encroachment, Resident must disclose in writing and report to all interested buyers the existence of the encroachment and any and all information about this Revocable Open Space Encroachment Hardship Permit and the City's abutting property.
9. **Abutting Parcel.** This Permit affects the rights of the Resident of the following abutting property and shall be recorded on the records of the County Recorder: Parcel # _____
10. **Entitlement.** Nothing in this Permit shall be deemed to include or grant any right, title interest, claim or demand in or to the open space belonging to the City, other than the permitted use described herein. No third party rights are created hereby.
11. **Maintenance of Property Encroached Upon.** Resident shall be solely responsible for the inspection, repair, and maintenance of the open space where Resident is encroaching and shall be liable for all claims, suits, damages, costs of court, and attorneys' fees stemming there from or related thereto.
12. **Relocation or Removal of Encroachment.** If at any time the encroachment authorized hereunder is found to be in conflict with City's interest or desired intentions of the open space, such encroachment shall, upon written demand of the City, be removed or relocated at the discretion of the City in such a way as to eliminate the conflict. If the City does allow for relocation the Resident will be responsible for the full expense for the removal of the encroachment.
13. **Indemnification.** Resident shall indemnify, defend, and hold harmless the City against any and all claims or suits for damages or injury arising from Resident's use of the encroachment area or from any activity, work, or action by Resident in or about the encroachment area, and shall further indemnify, defend, and hold harmless the City against and from any and all claims or suits arising from any breach or default of any performance of any obligation of Resident hereunder, and against and from all costs, attorney's fees, expenses, and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.

14. **Attorney's Fees.** In the event that it becomes necessary for the City to bring a lawsuit to enforce any of the terms and conditions of this Permit, the Resident agrees that a court of competent jurisdiction may determine and fix a reasonable attorney's fee to be paid to the City.

15. **Transferability.** Resident shall not assign or otherwise transfer any of its rights under this Permit without prior consent of the City.

16. **Entire Agreement.** This Permit, together with any exhibits incorporated by reference, is intended by the parties as the final and binding expression of the Permit and as the complete and exclusive statement of its terms, and all prior negotiations and agreements relating to the subject matter of this Permit are merged herein.

17. **Notices.** Any notices, requests or demands required or desired to be given herein shall be in writing and shall either be delivered personally or by certified mail at the following addresses:

If to Draper City:

Draper City
1020 East Pioneer Road
Draper, UT 84020

With a copy to:

City Attorney
1020 East Pioneer Road
Draper, UT 84020

If to the Resident:

XXXXXXXXXX
XXXXXXXXXXXXXXXXXX
Draper, UT 84020

Either party may change their address by giving written notice to the other party in accordance with the provisions of this Permit.

CONSENT

ITEM #B

ORDINANCE NO. 1069

AN ORDINANCE OF THE DRAPER CITY COUNCIL AMENDING DRAPER CITY MUNICIPAL CODE SECTION 15-1-050 REGARDING INFLATABLE ATTRACTIONS, MECHANICAL RIDES, WATER SLIDES AND SIMILAR AMENITIES IN CITY PARKS

WHEREAS, the Mayor and City Council wish keep parks as enjoyable as possible for all users; and,

WHEREAS, the Council of Draper City finds it in the best interest of the City to keep all park amenities open as public use not hindered by temporary establishments; and,

WHEREAS, the City Council wishes to establish regulations as to what is permitted to be set up in City parks; and,

WHEREAS, the use of bounce-houses, carnival rides, waterslides, mechanical bulls, dunk booths, and such related items create park use problems and shall not be allowed in public parks.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. Amendment. Section 15-1-050 of the Draper City Municipal Code is hereby amended to read as attached hereto in Exhibit "A".

Section 2. Severability. If any section, part, or provision of this ordinance is held invalid, or unenforceable, such invalidity or unenforceability shall not affect any other portion of this ordinance, and all sections, parts, and provisions of this ordinance shall be severable.

Section 3. Effective Date. This ordinance shall become effective 20 days after publication or posting or 30 days after final passage by the city council, whichever is closer to the date of final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, THIS THE _____ DAY OF _____, 2013.

DRAPER CITY

ATTEST:

City Recorder

Mayor

Exhibit "A"

Section 15-1-050 Regulation of General Conduct.

- (a) Destruction or Defacement of Facilities or Signs. It shall be unlawful for any person to deface, vandalize, or remove recreation facility property, buildings, or equipment, or to deface, destroy, cover, damage, or remove any placard notice, or sign or parts thereof, whether permanent or temporary, posted or exhibited by the City at such facilities.
- (b) Disturbance of Natural Resources. It shall be unlawful for any person to remove, alter, injure, or destroy any natural resource at a recreation facility without authorization from the Manager, excepting city personnel in furtherance of their duties.
- (c) Disturbance of Wildlife. It shall be unlawful for any person to kill, trap, hunt, pursue, or in any manner disturb or cause to be disturbed, or have in possession any species of wildlife found within the confines of any recreation facility, except that fishing may be permitted in accordance with the official rules established by the Manager for a given facility.
- (d) Littering. It shall be unlawful for any person to deposit, scatter, drop, or abandon in or along any facility any paper, bottles, cans, sewage, waste, trash, or other debris, except in receptacles provided by the City public works department for such purpose. No person shall deposit in any receptacle in any facility any accumulation of waste or trash generated outside the boundaries of the recreation facility.
- (e) Disorderly Conduct. It shall be unlawful for any person to engage in fighting or indulge in riotous, disorderly, threatening, or indecent conduct or use any abusive, threatening, profane, or indecent language while on or in a recreation facility.
- (f) Alcohol and Controlled Substances. It shall be unlawful for any person to use, possess, or sell any alcoholic beverages or illegal controlled substances while on or in a recreation facility except as permitted by the City for specific events.
- (g) Possession and Use of Firearms, Dangerous Weapons, or Fireworks. It shall be unlawful for any person to carry or discharge any firearm or explosive of any kind including fireworks at a recreation facility excepting law enforcement officers and those who are allowed by state code or have received written consent to do so from the Manager.
- (h) Noise Restrictions. No person may play or cause to be played amplified music or sound in a recreation facility without the express written approval of the Manager and without obtaining a license for such purpose. Such permission or license may be denied by the Manager where it is reasonably believed that such noise would disturb other patrons of the facility, annoy residents neighboring the facility, or disturb wildlife. The written permission and license to play amplified sound must be provided to any City employee or official upon demand during the time for which it is granted. Issuance of permission and a license does not exempt the holder or permitted from all other rules, regulations, ordinances or statues whether State, County or City.

(i) Fires. It shall be unlawful for any person to burn an open fire in a recreation facility except in barbecue or grill areas provided by the City. The Manager may restrict allowed uses for the protection and preservation of public health, safety and welfare, and public facilities.

(j) Unlawful Occupancy. It shall be unlawful for any person to enter any recreation facility building, installation, or area that may be under construction, locked, or closed to public use; or to enter, remain in, or be upon any building, installation, or area after the closing time or before the opening time, or contrary to the posted notice in any recreation facility.

(k) Domesticated Animal Restrictions. At any recreation facility, any owner of a domesticated animal or person having charge, care, custody, or control of such animal shall remove and properly dispose of any feces left by the animal. It is prohibited for any person to take or permit any unrestrained domesticated animal in a recreation facility not specifically designated by the City for that purpose. Such animals must be continually kept on a leash. Such animals shall not enter or be watered at any fountain, pond, lake, or stream, except as locations specifically designated by the City for that purpose.

(l) Grazing. It shall be unlawful to use any recreational facility for the purposes of grazing domestic livestock, such as horses, donkeys, mules, llamas, cattle, sheep, or goats without authorization from the Manager.

(m) Concessions. It shall be unlawful for any person to operate any dispensary or concessions stand in any recreational facility without the express written consent of the Manager or without first obtaining a current, valid business license from the City.

(n) Smoking. It shall be unlawful for any person to smoke in a natural open space area.

(o) Inflatable attractions, mechanical rides, waterslides. It shall be unlawful for any person to set up a private attraction including but not limited to inflatable bounce houses, waterslides, mechanical bulls, and carnival type rides in any public park except as permitted by the City Recreation Director for specific City events.

REQUEST FOR COUNCIL ACTION

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|---|--|
| To: | Mayor & City Council |
| From: | Rhett Ogden |
| Date: | September 25, 2013 |
| Subject: | Public Park use limitations (use of “inflatables”, mechanical rides, etc. |
| Applicant Presentation: | |
| Staff Presentation: | Rhett Ogden, Recreation Director |
| RECOMMENDATION: Adoption of Ordinance #1069 which addresses items not permitted in park or with pavilion rentals | |
| BACKGROUND AND FINDINGS: The intent is not to be a “kill-joy” regarding recreation in parks. The reason for the request is to help minimize complaints and conflicts in our parks or pavilion rentals in regards to inflatable and other attractions including but not limited to bounce-houses, waterslides, mechanical bulls, other carnival type rides, dunking booths, etc. At times, mostly during the summer months it can create issues when a private pavilion rental or general park user sets up one of these attractions next to the pavilion or in a playing field when Draper City has organized events or scheduled games on the fields. It can also create maintenance issues when large stakes are drove into the ground not knowing where utilities or sprinkler lines are at as well as lawn damage when it covers the park grass for long periods of time (some cases all day) or when water is applied to an attraction for hours in a small confined area. It also causes issues or distractions for general park users who are at Draper City parks when private individuals have set up one of these mentioned attractions next to public amenities (playgrounds, swings, etc.) and regulate or restrict use to only their party (other kids at the park want to play). Residents call the office and complain their park experience is affected due to these items. It is the opinion of staff that these item not be allowed to be set up in City parks, even when renting a pavilion, but remain a “backyard” or private space item so that all other park amenities remain open for public use and enjoyment. | |
| PREVIOUS LEGISLATIVE ACTION: No Related Legislative Actions | |
| FISCAL IMPACT: None, but will help save on potential maintenance repairs. | |
| SUPPORTING DOCUMENTS: <ul style="list-style-type: none">• Amending section 15-1-050 of the general City Code with “(o)” | |

CONSENT

ITEM #C

REQUEST FOR COUNCIL ACTION

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|--|---|
| To: | Mayor & City Council |
| From: | Russell Fox |
| Date: | October 1, 2013 |
| Subject: | Approve Agreement #13-215 for 700 East Fence Reimbursement |
| Applicant Presentation: | n/a |
| Staff Presentation: | Russell Fox, Assistant City manager |
| RECOMMENDATION: | |
| Staff recommends the City Council approve Agreement #13-215 which releases all claims and enters into a reimbursement agreement with property owners along 700 East. | |
| BACKGROUND AND FINDINGS: | |
| The city council approved a budget adjustment of \$45,000 for reimbursement for fencing along 700 East. Seven property owners have been allocated money based upon their linear frontage along 700 East. The agreement allows for the property owners to install new fencing along 700 East. Upon completion of the installation of the fence, the owners will supply their receipts and actual costs. The city will reimburse the lower amount of funds between the actual cost of installation and the maximum of allocated funds based upon their linear frontage along 700 East. For example, if a fence costs \$10,000 to install and they were allocated \$6,000, the property owner will only be allocated \$6,000. If the fence costs \$5,000 and they were allocated \$6,000, they will only be reimbursed \$5,000. | |
| PREVIOUS LEGISLATIVE ACTION: | |
| A budget adjustment of \$45,000 was approved on September 17, 2013. | |
| FISCAL IMPACT: Finance Review: _____ | |
| \$45,000 | |
| SUPPORTING DOCUMENTS: | |
| <ul style="list-style-type: none">• Exhibit A, Agreement #13-215• Exhibit B, Map | |

AGREEMENT AND RELEASE OF CLAIMS
Pro-rated Reimbursement for 700 East Street Fence Costs

THIS AGREEMENT is made by and between Draper City, a municipal corporation of the State of Utah, of 1020 East Pioneer Road, Draper, Utah 84020 (hereinafter "City"), and _____ of _____ Draper, Utah 84020 (hereinafter "Resident").

WHEREAS, in 2013 Canyons School District constructed the new Corner Canyon High School and 700 East Street, which construction included setting the elevation and grade for 700 East Street and the associated curbs and gutters, park strips and sidewalks; and

WHEREAS, the west sidewalk abuts Resident's property; and

WHEREAS, Resident's property was fenced prior to the sidewalk construction; and

WHEREAS, the west sidewalk is set at substantially higher grade than Resident's property, making Resident's fence of little utility for privacy and security; and

WHEREAS, the City finds it is in the best interest of the public health, safety and welfare to contribute a sum toward reimbursing abutting residents a portion of their costs for constructing new fencing on the west side of 700 East Street to restore the privacy and utility of Resident's property; and

WHEREAS, this Agreement is necessary to settle doubtful and disputed claims;

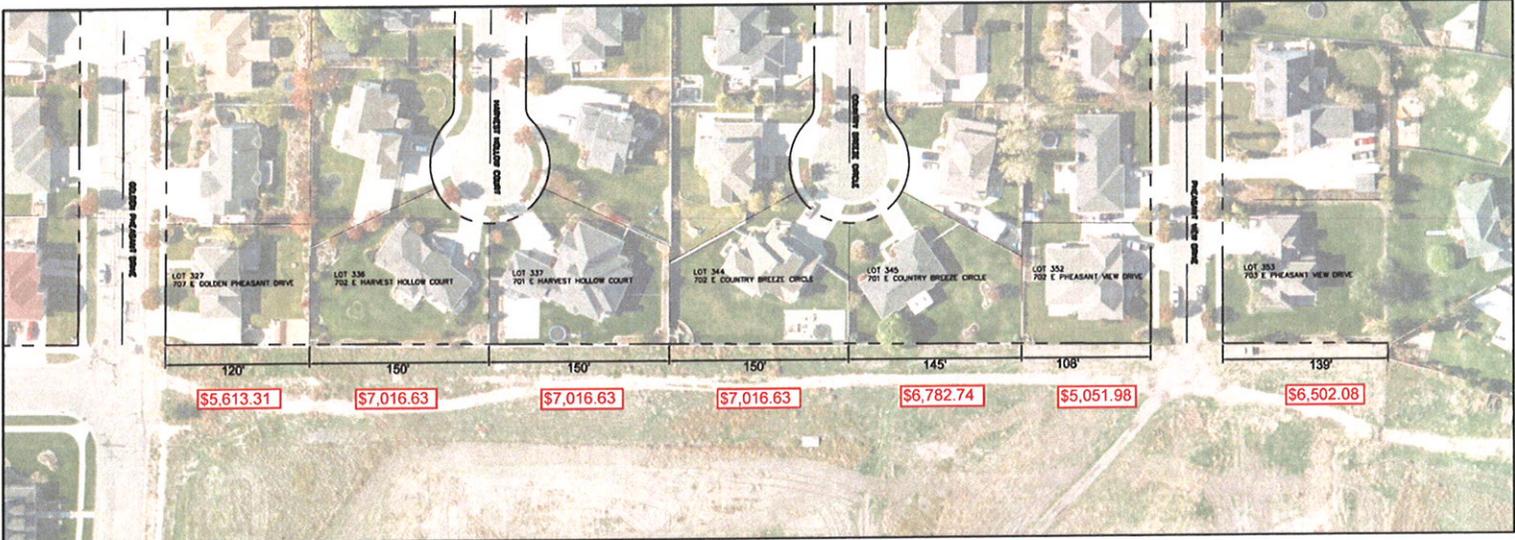
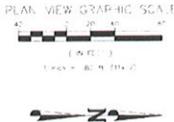
NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. City agrees to reimburse Resident for fence re-construction costs up to the amount shown on the attached Exhibit "A". The dollar amounts shown thereon are calculated according to the length of each property abutting 700 East Street.

2. City shall reimburse Resident upon application in writing by Resident, which shall include invoices or other evidence of costs of fence construction at Resident's property line abutting 700 East Street, and Resident signing this Agreement and Release of Claims. Application for reimbursement shall be made on or before June 30, 2014.

3. City shall reimburse either the amount of the invoices and evidence submitted, or the amount as shown on the attached Exhibit "A", whichever is less. Resident understands and agrees the reimbursement may not cover the full cost of Resident's reconstructed fence.

EXHIBIT A



| | <table border="1"> <thead> <tr> <th colspan="4">REVISION</th> </tr> <tr> <th>NO</th> <th>DATE</th> <th>REV. BY</th> <th>ISSUE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> | | | | REVISION | | | | NO | DATE | REV. BY | ISSUE | | | | | | | | | HORIZONTAL SCALE: 1" = 50' (11x17) VERTICAL SCALE: N/A DESIGNER/CAD REVIEWED: APPROVAL: PROJECT NO: | CONSULTANT INFORMATION DRAPER CITY ENGINEERING DIVISION 801-876-8538 | BASIS OF BEARING: BENCHMARK: | DRAPER CITY 1070 EAST FRONTIER ROAD DRAPER, UTAH 84040 | PROJECT NAME: 700 EAST PROPERTIES TITLE OF DRAWING: PROPERTY FRONTAGE | PLAN NO. SHEET NO. 1 of 1 |
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| | REVISION | | | | | | | | | | | | | | | | | | | | | | | | | |
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| BAR SCALE MEASURES 1" ON FULL SIZE SHEETS AND MUST ACCORDINGLY FOR REDUCED SIZE SHEETS | | | | | | | | | | | | | | | | | | | | | | | | | | |

CONSENT

ITEM #D

REQUEST FOR COUNCIL ACTION

| | |
|--------------------------------|---|
| To: | Mayor & City Council |
| From: | Chief Bryan Roberts <i>BR</i> |
| Date: | September 26, 2013 |
| Subject: | CCJJ 2013 Justice Assistance Grant (JAG) Award |
| Applicant Presentation: | NA |
| Staff Presentation: | NA |

RECOMMENDATION:

Staff requests approval of grant award from the Commission on Criminal and Juvenile Justice (CCJJ) in the amount of \$8,311 for grant approved law enforcement equipment (Taser equipment and Motorola radios).

BACKGROUND AND FINDINGS:

Draper City Police Department will utilize funds for specialized law enforcement equipment:

Taser® X-26 ECD's for use in patrol activities requiring less-than lethal force; and . Due to increased staffing levels we do not have enough of these electronic control devices to issue to all sworn officers. (Cost = \$4,063.00)

Draper police officers need additional Motorola handheld radios to communicate with each other and the Valley Emergency Communications Center (VECC). The radios allow officers to maintain constant contact during critical incidents. (Cost = \$4,546.20)

Draper City Police Department adheres to the Draper City procurement policy on purchases that require bids. The battery travel charges will be purchased through vendor Motorola Solutions, Inc., State Contract #AR1099, and Taser is the sole provider for this specialized equipment.

Draper City Police Department respectfully requests your support and approval of this grant award.

PREVIOUS LEGISLATIVE ACTION: NA

FISCAL IMPACT: Finance Review: _____

This JAG block grant is based on the reimbursement of actual grant award of \$8,311.00. Total expenditure for this equipment totals \$8,609.20. Draper City will cover the excess purchase cost of equipment in the amount of \$298.20 from the PD Materials/Supplies GL# 11-60-2128.

SUPPORTING DOCUMENTS:

- **Approved Application Notification via email from Utah State CCJJ Office dated September 13, 2013.**
- **Quote/Spec Documentation**

Marge Koch

From: Richard Ziebarth [rzebarth@utah.gov]
Sent: Friday, September 13, 2013 4:14 PM
To: Marge Koch
Subject: Re: 2013 JAG Black Grant DRAFT Application

Hello Marge,

Your application looks good.

Please email or mail one signed to me for final approval. Signatures are required on the Cover Page (page 1) lines 9 and 11 and at the bottom of Appendix 1 and 2. Also be sure to return a signed copy of page 22 at the end of the Civil Rights certification (pdf) that I provided with the grant application in my original email.

Sorry to hear about Sgt. Johnson. I hope you all the staff at DPD are doing okay in the wake of this tragedy.

Richard

On Fri, Sep 13, 2013 at 2:50 PM, Marge Koch <marge@draper.ut.us> wrote:

Dear Richard:

Attached please find the DRAFT 2013 JAG Black Grant Application for Draper City Police Department. I will be away from my office September 16-20 and return on the 23rd. If you have any questions, please feel free to call me on my cell phone at 801-631-0833.

Thank you for your continued support.

Marge Koch | Executive Assistant to Chief Bryan Roberts | Draper City Police Department

1020 East Pioneer Road | Draper, UT 84020 | marge@draper.ut.us

 (ph) [801.576.6314](tel:801.576.6314) | (fax) [801.576.6373](tel:801.576.6373) | www.draper.ut.us

 Please consider our environment before printing this e-mail

From: Richard Ziebarth [mailto:rzebarth@utah.gov]
Sent: Friday, August 30, 2013 3:11 PM
To: Marge Koch
Subject: Fwd: 2013 JAG - Block Grant Funding is Available

Draper City PD,

Hello Marge,

Your agency is eligible for a grant of any amount up to **\$8,311** from the 2013 Justice Assistance Grant (JAG) program administered by the Utah Commission on Criminal & Juvenile Justice (CCJJ).

Attachment 1 - JAG Block Grant Instructions and Grant Reporting Information - Please review this information carefully before starting your JAG application.

Attachment 2 - 2013 JAG Block Grant Application Form - If you choose to apply then Email a draft copy to of your completed JAG-Block Grant application in **WORD** format only (**no hard copies, PDF's or signed copies**) anytime between now and **Friday, September 20, 2013**. Once we have reviewed your email JAG-Block Grant application you will be instructed to make adjustments if necessary or if everything is in order, return a signed hard copy to CCJJ.

Attachment 3 - Federal Civil Rights Certification Presentation - Please review the attached civil rights PDF. Along with your application, I will need you return a signed copy of the civil rights certification form at the end of the presentation (page 22 of the PDF).

Respectfully,

Richard Ziebarth,

Program Mgr.

CCJJ

CONSENT

ITEM #E

REQUEST FOR COUNCIL ACTION

| | |
|--------------------------------|---|
| To: | <u>Mayor & City Council</u> |
| From: | <u>Carolyn Prickett, Engineering</u> |
| Date: | <u>September 25, 2013</u> |
| Subject: | <u>Local Government Contract for the Design Phase of the 1300 East, Pioneer Road (12400 South) to 13200 South Project</u> |
| Applicant Presentation: | |
| Staff Presentation: | <u>Glade Robbins, Public Works Director</u> |

RECOMMENDATION:

City Council authorize the Mayor to sign the Local Government Contract with H.W. Lochner, Inc. and the Utah Department of Transportation for the 1300 East, Pioneer Road to 13200 South Project design phase.

BACKGROUND AND FINDINGS:

The environmental study has been completed for the 1300 East, Pioneer Road to 13200 South Project. The project design phase is set to commence. In addition to producing the design plans and specifications, this phase will include the right of way plans, documents and property acquisitions. This phase will begin utilizing the \$3,178,999 in Federal funds allocated from the Surface Transportation Program and Draper City's 6.77% matching funds of \$230,847 of the \$3,409,846 funded project cost.

The design contract is a cost plus fixed fee contract in the amount of \$365,038. This amount exceeds the estimated design cost which did not include the right of way plans and documents by \$180,000. The funded amount was approved from the project concept estimate. It is anticipated cost savings may be achieved in the construction phase due to the project being constructed earlier than the 2017 programmed date. Any overruns that exceed the contract amount of \$3,409,846 or items ineligible for federal funds will require 100% payment by the City, increasing the City's 6.77% match of \$230,847.

PREVIOUS LEGISLATIVE ACTION:

Agreement #13-09: Contract for the environmental study with H.W. Lochner, Inc. (study completed and document approved)

Agreement #13-52: Federal Aid Agreement for participation in the design and construction project costs

FISCAL IMPACT: Finance Review: RW

GL# 41-53-1943: \$230,847 – Draper City's 6.77% of the Federal Aid Agreement plus any overruns and ineligible items per the Federal Aid Agreement.

The 1300 East, Pioneer Road to 13200 South Project is transportation impact fee eligible.

SUPPORTING DOCUMENTS:

- Local Government Contract



LOCAL GOVERNMENT CONTRACT

STATE OF UTAH
LOCAL GOVERNMENT
ENGINEERING SERVICES
2010-2013 LG POOL (RPLOQ)
COST PLUS FIXED FEE

CONTRACT NO. _____
EFFECTIVE DATE _____
TRACKING NO. _____

Project No.: F-R299(138)
PIN Description: 1300 East; Pioneer Road (12400 So) to 13200 So
FINET Prog No.: 5352215D
PIN No.: 10007
Work Discipline: Preconstruction Engineering

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

H W Lochner, Inc.
1245 Brickyard Rd. Ste #400
Salt Lake City, UT 84106

Legal Status of Consultant: For Profit Corporation

Fed ID No.: 36-2338811

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 August 31, 2014, 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 \$365,038.68 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

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 - H W Lochner, Inc.

LOCAL AUTHORITY - City of Draper

By: [Signature] 20 Sept 2013
Title: VICE President Date

By: _____
Title: _____ Date

UTAH DEPARTMENT OF TRANSPORTATION

DEPARTMENT Comptroller's Office

By: [Signature] 19 SEP 13
Title: Engineer for Preconstruction Date
FOR

By: _____
Title: Contract Administrator Date

CERTIFICATION OF CONSULTANT

I hereby certify that I, H. G. Kowalski, am a duly authorized representative of H W Lochner, Inc. and that neither I nor the above CONSULTANT I hereby represent has:

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

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

20 Sept 2013

Date

H. G. Kowalski / Vice President
CONSULTANT Signature/Title

CERTIFICATION OF LOCAL AUTHORITY

I hereby certify that I am the _____ of City of Draper 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.

Date

City of Draper Signature

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

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in Sections 27-12-21, 107 and 108; and 63-56 U.C.A. 1953, as amended, and the Utah State Procurement Regulations, which authorizes the LOCAL AUTHORITY and/or the DEPARTMENT to make purchases in accordance with said laws and regulations.
2. **CONTRACT JURISDICTION AND COMPLIANCE WITH LAWS:** The provisions of this contract shall be governed by the laws of the State of Utah. Also, the CONSULTANT and those engaged by the CONSULTANT shall comply with all Federal, State and local laws, regulations and other legally binding requirements that pertain to the services provided under this contract. Proof of the CONSULTANT'S compliance with licensing requirements shall be furnished to the LOCAL AUTHORITY and/or the DEPARTMENT upon request.
3. **RECORDS ADMINISTRATION:** The CONSULTANT shall maintain all books, papers, documents, accounting records and other evidence to support costs billed for under this contract. These records shall be retained by the CONSULTANT for a period of at least four (4) years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. These records shall be made available at all reasonable times during the four year period for audit and inspection by the LOCAL AUTHORITY and/or the DEPARTMENT and other authorized State and Federal auditors. The CONSULTANT'S records supporting the cost proposal shall also be retained and made available for review by authorized Federal or State staff. Copies of requested records shall be furnished to the LOCAL AUTHORITY and/or the DEPARTMENT upon request.
4. **CONFLICT OF INTEREST:** The CONSULTANT certifies that none of its officers or employees are officers or employees of the State of Utah unless disclosure has been made in accordance with Section 67-16-8, U.C.A. 1953, as amended. The CONSULTANT certifies that no engineer, attorney, appraiser, inspector, surveyor or survey crew, or other person performing services for the CONSULTANT has, directly or indirectly, a financial or other personal interest, other than his employment or retention by the LOCAL AUTHORITY and/or the DEPARTMENT, in any contract or subcontract in connection with this project (Reference 23 CFR § 1.33). An example of this situation would be the CONSULTANT subcontracts with the Contractor to perform survey work while contracted by the LOCAL AUTHORITY and/or the DEPARTMENT to perform construction engineering management services for the same project.

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

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

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

8. **SEPARABILITY:** The declaration by any court, or other binding legal source, that any provision of this contract is illegal and void and shall not affect the legality and enforceability of any other provision of this contract, unless said provisions are mutually dependent.
9. **LIABILITY INSURANCE:** Services to be provided by the CONSULTANT under this contract are required to be covered by insurance. The CONSULTANT shall furnish the LOCAL AUTHORITY and the DEPARTMENT a Certificate of Insurance applying to this contract for each type of insurance required, to be approved by the DEPARTMENT and the LOCAL AUTHORITY, before the CONSULTANT begins work under this contract. The CONSULTANT'S insurer must be authorized to do business in Utah and must meet the specified A.M. Best rating or better at the time this contract is executed. The following insurance shall be maintained in force until all activities which are required by this contract or as changed by contract modification are completed and accepted by the LOCAL AUTHORITY and the DEPARTMENT:
 - (a) General Liability and Automobile Liability insurance with a limit of not less than \$1,000,000 per occurrence and not less than \$2,000,000 aggregate and having an A.M. Best rating of A-class VIII or better. The limit if different for this contract will be as designated in Attachment C to this contract. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate.

The CONSULTANT represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered.
 - (b) Architect and/or Engineers Professional Liability (errors and omissions) insurance having an A.M. Best rating of A-class VIII or better, is required at the coverage amount of \$1,000,000 per claim and \$2,000,000 aggregate. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. The CONSULTANT represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered (on construction contracts or modifications for construction management the insurance, shall remain in effect for one (1) year after completion of the project).
 - (c) Valuable Papers & Records Coverage and/or Electronic Data Processing (Data and Media) Coverage for the physical loss or destruction of the work product including drawings, plans, specifications and electronic data and media. Such insurance shall be of a sufficient limit to protect the CONSULTANT, its sub-consultants, the LOCAL AUTHORITY, and the DEPARTMENT from the loss of said information.
 - (d) Aircraft Liability in the amount of \$1,000,000 per occurrence if aircraft are utilized in connection with this contract.
 - (e) The CONSULTANT shall provide evidence that his employees and sub-consultant employees are covered by Workers Compensation. If they are covered by Workers Compensation Fund of Utah, then the A.M. Best rating is not required in this area.
 - (f) The CONSULTANT shall require the insurance company that issues the Certificates of Insurance for the evidence of the required insurance coverage to endeavor to provide the DEPARTMENT and the LOCAL AUTHORITY with 30 days written notice in the event that coverage is canceled before the policy expiration date stated in the Certificate. The CONSULTANT further agrees to

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

On termination of this contract all accounts and payments will be processed in accordance with contract terms. An appraisal of the value of work performed to the date of termination shall be made to establish the amount due to or from the CONSULTANT. If the contract fee type is Cost-Plus-Fixed-Fee-With-Fixed-Total-Additive-Rate and the contract is terminated for reasons other than (d), the final fixed fee amount will be paid in proportion to the percentage of work completed as reflected by the periodic invoices as of the date of termination of the contract. Upon determining the final amount due the CONSULTANT, or to be reimbursed by the CONSULTANT, in the manner stated above, the final payment will be processed in order to close out the contract.

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

Computer Aided Drafting and Design acceptable formats are as follows:

- (a) Drafting: MicroStation Design format (.dgn) by Bentley Systems Inc., version 8.5 or higher.
- (b) Civil Design: InRoads by Bentley Systems Inc. version 8.8 or higher acceptable formats are as follows: Geometry files (.alg), Surface or digital terrain models (.dtm), Template libraries (.itl), and Roadway Designer files (.ird).
- (c) Survey and Photogrammetry: InRoads Survey format (.fwd) by Bentley Systems Inc. version 8.8 or higher. Raw survey files will be in ASCII format, (point number, Northing, Easting, Elevation and code). Survey points will be coded using the DEPARTMENT feature codes located in the DEPARTMENT preference file (.xin) and Raster Images (aerial photos) will be in MicroStation compatible formats. Design and Survey work will adhere to the DEPARTMENT CADD Standards and "Mapping & Aerial Photogrammetry" Guide.
- (d) Plotting: In order for the project to be published into the DEPARTMENT Electronic Plan Room (EPR) system, the CONSULTANT will prepare a file to direct the DEPARTMENT's plotting software, InterPlot, by Bentley Systems Inc. to produce the correct output. This is the InterPlot Organizer's plot-set file (filename.ips). This file contains specifications for each sheet in the plan set and controls the order and name of each sheet as they will appear in the EPR system. Instructions for preparing this file can be found at the DEPARTMENT Engineering Technology Services (ETS) website as stated above.
- (e) Responsibility: Region Designers/Consultants, Action - When submitting electronic files for advertising, Region or consultant designers must deliver to the DEPARTMENT the design files on CD's in the established project directory structure. The following files must be included in the submittal: 1) Major design files, including roadway design, structure, striping, signing, signals, and profiles (Microstation format), 2) Existing topography and existing utilities (Microstation format), 3) Existing and proposed surfaces (dtm format), 4) InRoads alignments (alg), templates (itl), roadway designer files (ird) and preference files (xin), 5) Configuration and resource files including font and linestyle resource files.

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

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

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

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

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

- 29. **COST PRINCIPLES:** Regardless of the funding source, the costs allowable for reimbursement will be governed by the Federal Acquisition Regulations, Title 48, Part 31, as modified by Utah State law, administrative rules, and regulations on contract provisions.

- 30. **RIGHT OF WAY SUBMITTAL REQUIREMENTS:** As of April 1st 2004, the following information is to be submitted by the Right of Way Design Firm for each Right of Way package submitted. These requirements should be included in each Right of Way Design firms contract for services.

Submit the following information to the Region for review and processing.

Send in all five hard copies of the right of way package.

Send a CD with the following folders and content for each right of way summary.

- (a) Ownership Folder with all electronic Ownerships for this package in "**Word**" format.
- (b) Office Copy Folder with electronic Office Copies of deeds in "**Word**" for Office copies in this summary).
- (c) Signature Copies Folder with electronic copies of the Signature Deeds in "**Word**" for Signature copies in this summary.
- (d) Summary (RW-53) in "**Word**" for parcels submitted in this summary.
- (e) E-Summary containing the electronic summary spreadsheet in "**Excel**" in the format shown above for the parcels in this summary.

Submit approximately 10 Ownerships (with the deeds for that ownership) on each Summary or E-SUMMARY.

File names for E-SUMMARIES must be capitalized. Example; **E-SUMMARY-54P.xls** (UDOT will convert the spreadsheet file to another format and use the same name in lower case e-summary-54p)

Parcel numbering on CD

| | |
|--|-------------|
| Summary (RW-53) Same as old way | |
| Office | 001_Off.doc |
| Signature | 001_Sig.doc |
| Ownership | 001_Own.doc |

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

32. **WORK ACCEPTANCE:**

- (a) All work performed under this contract shall be performed in accordance with Standards, Specifications, Manuals of Instruction, Policies and Procedures established by the DEPARTMENT. All work shall be subject to the approval of the LOCAL AUTHORITY and the DEPARTMENT through its designated representatives. When the work is Federally funded, the LOCAL AUTHORITY and the DEPARTMENT will coordinate with the Federal Highway Administration (FHWA) to obtain concurrence in the work.
- (b) **Reviews and Quality Assurance:** All contracts require a quality control / quality assurance plan and checklist. For design projects specifically, the CONSULTANT shall deliver a project specific QC/QA plan that meets or exceeds the DEPARTMENT'S standard QC/QA plan located on the DEPARTMENT web page at <http://www.udot.utah.gov/go/qcqa>. If the CONSULTANT elects to use their 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. In addition to the QC/QA checklists and certifications, back up documentation of the QC/QA plan shall be maintained. The back up documentation shall include, but not be limited to the following items:
 - (1) Check prints and calculations
 - (2) Comment resolution forms
 - (3) Written records of the findings of the Quality Control check
 - (4) Peer review letters, memoranda, etc.
 - (5) Any other correspondence regarding the Quality Control activities involving the task.

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

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

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

- (a) **Construction Administration**
Administration of any construction project delegated to the CONSULTANT. The CONSULTANT will perform activities for Construction Administration as identified and defined in the *UDOT*

Construction Manual of Instruction. Deliverables and checklists for the project are based on project specifications. The CONSULTANT is required to comply with DEPARTMENT partnering requirements and oversee contractor participation. This includes but is not limited to attending DEPARTMENT training, leading the partnering effort on the project along with the contractor, participating in weekly updates on the partnering website, and monitoring and measuring partnering on the project. The CONSULTANT is responsible for required documentation for any item addressed in the project specifications and Construction contract. Items will include, but not be limited to, Materials Testing, Materials Certifications, Change Orders, Project and Materials Inspection, Civil Rights requirements, Engineer's Diary, Subcontracts, Payrolls, Meeting Minutes, Project Scheduling and Process Review summaries.

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

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

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

Consultants who are selected to do ITS or electrical construction inspection as part of a consultant contract will be requested to affirm that they currently are not performing or bidding on any electrical or

ITS construction work for LOCAL AUTHORITY and/or DEPARTMENT and will not for the duration of the relevant consulting contract.

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

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

Consultant engineering companies who also perform ITS or electrical construction work under contract to LOCAL AUTHORITY and/or DEPARTMENT *will* be eligible to perform the following types of consulting work, provided that the work is on completely different projects, with no possibility for conflict of interest: design work, ITS system integration, software development.

37. **NO THIRD PARTY BENEFICIARIES:** The parties enter in to this contract for the sole benefit of the parties, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of this contract.
38. **COORDINATION WITH DEPARTMENT FUNCTIONAL MANAGERS:** In order to ensure programmatic consistency, if the project requires, the CONSULTANT will coordinate decisions with the Region and/or Central Functional Managers in addition to the DEPARTMENT Project Manager. It is important for consultants to seek input into decisions from the technical experts within the DEPARTMENT.
39. **USE OF STATE SEAL AND UDOT LOGO:** The CONSULTANT will not misrepresent their employees as State of Utah employees. The CONSULTANT will not use the Utah State Seal or UDOT logo on business cards for their employees nor use Utah or UDOT letterhead on correspondence signed by their employees with the following exception: the CONSULTANT may incorporate the UDOT logo on their business cards stating, "In partnership with UDOT" in addition to the CONSULTANT'S own logo. The CONSULTANT may prepare correspondence for the approval and signature of appropriate State of Utah employees.
40. **DUTIES OF THE LOCAL AUTHORITY AND THE DEPARTMENT:**
 - (a) **Guarantee Access:** The LOCAL AUTHORITY and/or the DEPARTMENT shall guarantee access to and make all provisions for the CONSULTANT to enter upon all lands, both public and private which in the judgment of the parties hereto are necessary to carry out such work as may be required.
 - (b) **Prompt Consideration:** The LOCAL AUTHORITY and the DEPARTMENT shall give prompt consideration to all reports, plans, proposals and other documents presented by the CONSULTANT.
 - (c) **Documents:** The DEPARTMENT shall furnish Standards, Specifications, Manuals of Instruction, Policies and Procedures, and other available information, including any material previously prepared for this work. Specific materials related to this contract that will be furnished by the LOCAL AUTHORITY and the DEPARTMENT.
 - (d) **Services:** The LOCAL AUTHORITY and the DEPARTMENT will perform standard services relating to this contract.

SERVICES PROVIDED BY THE CONSULTANT

1. SCOPE SUMMARY:

Consultant will perform all work necessary to complete a Cat-Ex environment document. This may include, but is not limited to, identification of 4(f) properties, historic properties and noise impacts, as well as the design necessary to identify total project impacts.

Consultant will perform work necessary to complete a full advertising package. This includes, but is not limited to, typical sections (including roadway shoulders, curb, gutter, sidewalks and park strips), Right of Way plans and documents, survey, horizontal and vertical alignments, drainage, utility design and coordination and specifications.

Consultant will perform public involvement duties during both the environmental and design phases of the project.

Consultant will also provide design and public involvement support during construction.

2. SCOPE DOCUMENTS:

Following are the scope items contained in this attachment pages 2 through 24:

- (a) Approval Memo
- (b) Detailed Work Plan
- (c) Personnel/Staffing Plan
- (d) Schedule
 - (1) Completion: All work shall begin within seven (7) days of notice to proceed and shall be completed by August 31, 2014.
 - (2) Project/Contract Period: The project/contract will terminate August 31, 2014, 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.
- (e) Certificate of Insurance



UDOT Consultant Services Contract Approval Memo

Memo Printed on: September 17, 2013 10:33 AM



PM Approval Date: September 16, 2013

UDOT PM: Lisa Zundel

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: 10007
Project No.: F-R299(138)
Job/Proj:
PIN Description: 1300 East; Pioneer Road (12400 So) to 13200 So

CONTRACT INFORMATION

CS Admin: Devon Udot Tonks
Contract No.: New Preconstruction Engineering
Mod No.:
Expiration Date: August 31, 2014
Contract/Mod Amount: \$365,038.68
Fee Type: COST PLUS FIXED FEE
Selection Method: POOL - GE / LG (RPLOQ)
Period: 2010-2013 GE / LG
Phase: PRELIMINARY ENGINEERING
Discipline: PRECONSTRUCTION ENGINEERING

CONTACTS

Consultant

H W LOCHNER, INC.

 1245 BRICKYARD RD. STE #400
 SALT LAKE CITY, UT 84106

Local Government

City of Draper
 Carolyn Prickett
 1020 EAST PIONEER
 DRAPER CITY HALL
 DRAPER, UT 84020-4700
 (801) 576-6365
 CAROLYN.PRICKETT@DRA



RE: Local Government Approval Memo ~ Project No. F-R299(138) / PIN 10007

Carolyn Prickett <carolyn.prickett@draper.ut.us>
To: Devon Tonks <dtonks@utah.gov>
Cc: Lisa Zundel <lzundel@utah.gov>

Wed, Sep 18, 2013 at 4:59 PM

Devon,

Draper City is aware and in agreement for the contract with HW Lochner to be prepared. We are also recognize UDOT's contract limits for RPLOQ contracts.

Please proceed with the contract documents.

Carolyn Prickett, P.E.

Draper City Engineering Division

(801)576-6365

www.draper.ut.us

From: Devon Tonks [mailto:dtonks@utah.gov]
Sent: Tuesday, September 17, 2013 11:04 AM
To: Carolyn Prickett
Cc: Lisa Zundel
Subject: Local Government Approval Memo ~ Project No. F-R299(138) / PIN 10007

Re: Project No. F-R299(138) / PIN 10007

1300 East; Pioneer Road (12400 So) to 13200 So.

Carolyn-

I have received the necessary documents to put the above contract t Attachment C 3 of 24

the contract can be compiled, please review the attached document and reply to this email stating that the City of Draper is aware/okay with the contract being put together. Once that approval is received I will have the contract sent out for signatures and final review before it is executed.

Please also acknowledge that City of Draper is aware of UDOT's contract limits for RPLOQ contracts. The limit for the total contract amount is \$600,000.00 for the life of the contract, including any and all future modifications.

Thanks,

—
Devon Tonks
Contract Administrator
(Consultant)
UDOT Consultant Services
Box 148490
4501 S. 2700 W.
Salt Lake City, UT 84114-8490
E-mail: dtonks@utah.gov
Phone: 801-965-4184

UDOT Executive Summary

| | | | | | |
|------------------|--|------|-------|-----------------------|-------------|
| Contract Number: | NEW | Mod: | | | |
| Project Number: | F-R299(138) | PIN: | 10007 | UDOT Project Manager: | Lisa Zundel |
| PIN Description: | 1300 East; Pioneer Road (12400 So) to 13200 So | | | | |

Brief Description

Executive Summary

Draper City has plans to widen 1300 East to a 3 lane section with curb, gutter and sidewalk from 12400 South to 13200 South. The Utah Department of Transportation and Draper City retained Lochner's team to clear the project corridor environmentally (Categorical Exclusion), and to complete the design and construction drawings for the proposed improvements.

The categorical exclusion is now completed, and Phase Two (design) is beginning. The Lochner team will design the proposed project including preparation of construction drawings, specifications, and construction cost estimate necessary to advertise the project.

This project is approximately 1.0 mile in length. Anticipated design efforts for this project will include pavement rehabilitation, roadway widening, utility relocations, and drainage improvements. The specific scope of improvements will be identified to fit within the project budget.

Project Team

Team

This document and attachments encompass the scope of services for the entire H. W. Lochner Team (Lochner) including subconsultants:

- Meridian (Survey and Right-of-Way)
- SUE Solutions (Subsurface Utility Investigation)
- Terracon (Pavement Design) - fee for services provided by Terracon is shown as a direct expense
- Landmark Design (Landscape Architect/Arborist)- fee for services provided by Landmark is shown as a direct expense

Assumptions

Assumptions:

- No 404 permit required

- Overhead power line will be designed and relocated by Rocky Mountain Power (RMP). Lochner will coordinate location and timing with RMP. No additional ROW will be required for relocations of power lines.
- Waterline design and relocation will be completed by others prior to construction of this project. Lochner will coordinate relocation with utility company.
- No wetlands will be impacted.
- 51 right-of-way parcels will require acquisition (strip takes)
- 15 potholes to determine utility conflicts
- Landscaping will be limited to trees and sod in the park strip. Irrigation for landscaping will be coordinated with the property owner during acquisition.

Unknowns:

- Number of utility conflicts

Phasing

Design work associated with this project is planned to be completed in a single phase.

Fee Type

This contract will be a cost plus a fixed fee type.

UDOT Work Plan

| | | | | | |
|------------------|--|------|-------|-----------------------|------------|
| Contract Number: | NEW | Mod: | | | |
| Project Number: | F-R299(138) | PIN: | 10007 | UDOT Project Manager: | Lisa Zunde |
| PIN Description: | 1300 East; Pioneer Road (12400 So) to 13200 So | | | | |

Activity: 1V1

TASK 1V1: KICKOFF/SCOPING MEETING (DURATION: 2 DAYS)

Objective:

Prepare and compile all discipline review materials to produce the scoping review package. Introduce team members, familiarize the team with the project, review the proposed project scope, schedule, and budget, and commit to the project's success. Review, negotiate, and set ePM durations.

Deliverables:

- .. Scoping Review Package
- .. Meeting Agenda
- .. Meeting Notes
- .. Project Communications Plan
- .. Project Objective Statement
- .. Revised Project Scope/Schedule/Budget
- .. Internal Preconstruction Engineering (PE) Budget

Assumption:

- .. Meeting will take place at Draper City.

Activity: 1B1

1B1: Develop Base Mapping

Scope:

- Conduct a verification survey of the previously surveyed ESI primary control.
 - ESI or Lochner will provide a certified control diagram prepared to UDOT standards. This drawing(s) will be included in the final right of way package.
- Expand control as necessary to ensure accuracy while conducting the topographic and utility designation surveys.
- Survey any existing local government monuments or section corners within the projects limits.

- Conduct a topographic survey within the project limits defined as:
 - 1300 East from the south side of the roundabout at Pioneer Road southerly to a point 100 feet south of the 13200 South intersection.
 - At intersecting street we will extend the topographic surveys 100 feet beyond the curb returns.
 - Survey along 1300 East 50 feet each side of the apparent centerline.
 - Extend topographic surveys along driveways an additional 30 feet or to the fronts of garages.
- Topographic mapping will survey, delineate and process the following items within the survey limits:
 - All topographic features will be collected using current UDOT survey codes.
 - Hard surfaces including asphalt or concrete pavements, curbs, sidewalks, driveways and other pads.
 - Striping, if any describing type and limits.
 - Railroads (top of rails, frogs, etc.) within survey limits.
 - Fences of all construction, sign posts, sign overhangs, sign identification by type, utility poles, utility line crossings of 1300 East with sag data (time, temperature), mail boxes, decorative walls.
 - Visible utilities including sewer and storm drain manholes or structures with inverts and size/direction sketches. Culverts, drainage swales and other identifiable drainage features with inverts. Power and telephone boxes and pedestals. Gas and water meters and valves.
 - Breaklines will be established throughout the survey at all strategic locations to develop an accurate DTM surface. Typical breakline locations include back, flowline and lip of curbs and gutters, tops and toes of slopes, centerlines and lane lines of roadways, etc.

Product Deliverables:

- New certified survey control diagram(s) identifying geographic coordinates, state plane coordinates, project coordinates, elevations and projections set by Meridian.
- Provide 10007_extopo.dgn files of all surveyed features.
- Provide 10007_extopo.dtm file of the project surface with utilized breaklines.
- Provide 10007_Ex_points.dgn file showing point number, northing, easting, elevation and point ID and attribute notes for all surveyed data points.
- Monument and manhole sketches collected by the field surveyors.

Activity: 1J1

1J1: Identify Existing Right of Way

Scope:

- Meridian will conduct ownership research to retrieve deeds, boundary surveys, dedication plats and other maps within the project limits. This research will include:
 - Salt Lake County Recorder:
 - Ownership research will be conducted to determine current property owners and retrieve either the vesting deed or proof of marketable title (40 years, 1973) is reached.
 - Retrieve copies of subdivision plats and road dedication plats.

- Salt Lake County Surveyor:
 - Retrieve copies of previously filed boundary surveys to clarify discrepancies between boundary lines described on deeds and plats.
 - Retrieve copies of filed survey monument perpetuation records and tie sheets necessary to locate controlling monuments.
- UTA:
 - Retrieve copies of existing railroad rights-of-way and possible vesting documents
- UDOT Region 2 and Complex Archives:
 - Retrieve copies of all previous right of way plats, if any.
- Meridian will examine research data and prepare an EXROW file. This EXROW map will show the current 1300 East Street right of way and intersection with 13200 South and Pioneer Road. This map will address gaps or overlaps in the records and be suitable to prepare legal descriptions and conveyance documents for the right of way acquisition efforts.
- No GIS priority map or real-time acquisition status map will be developed as part of this scope.
- Create a spreadsheet list of all parcels listing ownership information (names, tax ID, parcel address, owners address, type of ownership, apparent use).
- Initiate and perform UDOT required 131 quality control reviews.

Product Deliverables:

- Existing Right of Way Drawing (10007_Exrow.dgn).
- Right of Way Property Information Spreadsheet
- QC Cover Sheets.

Activity: 2Q1

TASK 2Q1: Develop Initial Roadway Drainage Design (DURATION: 30 DAYS)

Objective:

To develop the roadway drainage system.

Deliverables:

- Roadway drainage design
- Preliminary drainage layout
- Drainage cost estimate

Activity: 2R1

TASK 2R1: Model Initial Roadway DESIGN (DURATION: 30 DAYS)

Objective:

Lochner will develop the project design criteria (PDC). Lochner will finalize horizontal vertical alignments and models based on team meetings with the Draper City Engineer and Project Manager and according to UDOT standards. A geometry review scroll plot and cost estimate will be created during this phase.

Deliverables:

- “ PDC Form
- “ Roadway Geometry Scroll Plot
- “ Quantities and Engineer’s Estimate Updated

Assumptions:

- “ This project will not impact any signalized intersections. Lighting will be included in the utility plans.

Activity: 2U1

2U1 Utility & Railroad Identification

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

Task: 2U1 UTILITY AND RAILROAD IDENTIFICATION (SUE QL-B)

SUE Solutions will provide Subsurface Utility Engineering (SUE) Quality Level B (designating) services for the project of 1300 East; Pioneer Road (12400 South) to 13200 South, located in Draper, Utah. The Quality Level B activities are scoped to take place along 1300 East, between 12795 South and 13117 South (per Lochner's request; EXCLUSIONS: ALL sewer facilities, ALL storm drain facilities, water service laterals, and traffic signal facilities ARE NOT included within this Work Plan as part of the Level B activities). The SUE activities will encompass both sides of 1300 East (east and west sides). The area along 1300 East from Pioneer Rd (12400 South) to 12795 South, and the area from 13117 South to 13200 South, are to be completed under Quality Level D specifications only (per the request of H.W. Lochner; ALL CAD activities are to be done by H.W. Lochner). ALL survey tasks associated to the SUE Quality Level B activities are to be completed by ESI Engineering. ALL CAD related tasks associated to the Quality Level B activities are to be completed by H.W. Lochner. SUE Solutions will coordinate the SUE Quality Level B activities (via phone call and email) with both ESI and H.W. Lochner to allow the timely scheduling of the survey activities. At the completion of the QL-B activities, SUE Solutions will cross-check the QL-B CAD mapping (from H.W. Lochner) to minimize the risk of the utilities not being depicted correctly.

SUE Solutions will utilize Electromagnetic designating equipment similar to that commonly seen used by Blue Stakes to locate horizontal utility locations. This designating will conform to the UDOT standard of tolerance for 1 (one) foot accuracy on each side of the utility being located. This technique anticipates the cooperation of the utility interests within the project area to allow for access to their facilities to "hook up" to their facilities to ensure accurate locating. When designating, each known utility will be independently located and position painted on the ground. This process will be done in "pink" paint with a mark placed approximately every thirty (30) feet, or closer where warranted. In the event that a utility is "non-detectable", calls will be placed to the Utility Owner or utility locating contractor (Blue Stakes) to ask for necessary assistance. These "non-detectable" utilities will be noted within the Level B field markings as "QL-D" (Quality Level D). SUE Solutions cannot validate the location of these "non-detectable" utilities, and therefore cannot be held liable. These "non-detectable" utilities fall within the SUE Quality Level D guidelines and specifications (see the standard guidelines established by the American Society of Civil Engineers (CI/ASCE 38-02) for description of SUE Quality Levels). Timely response of the Utility Owners to these requests will be critical for the timely and accurate completion of the project efforts. SUE Solutions will use obtained utility mapping to verify findings in field. Any discrepancies or utilities that are not able to be definitively located will be noted in a final executive summary style report.

Data Management (Survey and Mapping)

ESI Engineering is to provide ALL survey related tasks associated to the SUE Quality Level B activities. H.W. Lochner is to provide ALL CAD related tasks associated to the SUE Quality Level B activities.

Scheduling (Level B Schedule & Coordination of Level B Survey)

The SUE activities will be scheduled upon the receipt of the formal authorized signing of the Sub Consulting Agreement between SUE Solutions and H.W. Lochner as well as the receipt of the Notice to Proceed from UDOT Region Two. It is anticipated that the Level B designating activities will take place during "normal" daytime hours and conditions. This work plan DOES NOT account for any weather related delays. In the event weather becomes an issue (lasting more than one (1) day in duration), SUE Solutions will contact H.W. Lochner to discuss possible course of action (possible Contract Modification). An estimate of eight (8) working days have been estimated for the Level B activities.

Exclusions:

- ALL sewer facilities, ALL storm drain facilities, water service laterals, and traffic signal facilities ARE NOT included within this Work Plan as part of the Level B activities.

Deliverable:

- Utility Contact List and Utility Owner mapping
- Subsurface Utility Engineering (SUE) Level B field markings
- Subsurface Utility Engineering (SUE) Level B photographs
- Subsurface Utility Engineering (SUE) Level B Report

Tasks Include:

- Identify Utility Companies within Project Limits
- Notify Utility Companies of Project and Request Utility Records/Plans
- Coordinate with existing utility owners (pertaining to the QL-B activities only)
- Develop Subsurface Utility Engineering (SUE) Level B (Field markings only)

Activity: 2V1

TASK 2V1: GEOMETRY REVIEW MEETING (DURATION: 5 DAYS)

Objective:

Prepare project cost estimate, and all discipline review materials to produce the Geometry Review Package. Meet to review roadway horizontal and vertical alignments and drainage layout. Geometry review scroll plot and cost estimate will be prepared for the review meeting.

Deliverables:

- “ Geometry Review Package
- “ Meeting Agenda
- “ Meeting Notes
- “ Review Comments

Activity: 3G1

TASK 3G1 CONDUCT GEOTECHNICAL INVESTIGATION

The services to be provided by Terracon are summarized as follows:

Field Program – Based on our understanding of the project we propose to drill 10 soil borings along the project alignment depths of approximately 10 feet each (or auger refusal, if shallower). The borings will be placed at approximately 500 foot spacing along the alignment.

Sampling will be in general accordance with the UDOT Geotechnical Manual of Instruction (GMOI) wherein Shelby tube samples or split-barrel samples are obtained. Bulk samples will be taken for California Bearing Ratio testing. Four samples will be obtained in the upper ten feet of each boring and at intervals of five feet thereafter. In addition we will observe and record groundwater levels during drilling. Once the samples have been collected and classified in the field, they will be placed in appropriate sample containers for transport to our laboratory.

The borings will be located in the center turn lane as well as travel lanes. Terracon will retain a traffic control firm to provide signage and alert traffic of our crews. It is anticipated that flaggers will be required for a portion of the project.

Terracon Value Added Scope: Core samples will be collected at each boring location to visually observe the general condition and thickness of the pavement layer.

Dynamic Cone Penetrometer (DCP) tests will be performed at the boring locations in an effort to measure the thickness of supporting Untreated Base Course (UTBC) and Granular Borrow (GB) layers and to aid in evaluating subgrade conditions along the alignment.

Activity: 3G2

TASK 3G2 CONDUCT GEOTECHNICAL TESTING

The samples will be tested in our laboratory to determine physical engineering characteristics. Testing will be performed under the direction of a geotechnical engineer and may include visual classification, moisture content, dry density, Atterberg limit, grain size analysis, California Bearing Ratio (BCR), moisture density relationship (Proctor), and strength tests, as appropriate.

Activity: 3U1

TASK 3U1: IDENTIFY AND COORDINATE POTENTIAL UTILITY CONFLICTS (DURATION: 5 DAYS)

Objective:

Identify potential utility conflicts, send utility conflict matrix to affected utilities and meet with the affected utilities to coordinate plans, schedules and costs for utility relocations. Coordinate with UTA on track crossing north of Draper City Park. Work with UDOT Region Utility and Railroad Coordinator to facilitate utility and railroad agreements. Use the utility meeting information and test hole data to produce utility and railroad crossing design.

Deliverables:

- .. Utility Conflict Matrix/Summary
- .. Initial Utility Company Plans, Schedules and Cost Estimates
- .. Preliminary Utility Relocation Plan Sheets
- .. Utility Agreements

Activity: 3U3

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

Task: 3U3 IDENTIFY UTILITY DEPTH (SUE QL-A)

SUE Solutions will provide SUE Level A services (test holes) to gather existing utility information such as depth, utility owner, utility feature size, utility feature material, etc. at locations to be determined by H.W. Lochner. The locations and quantities of the Quality Level A (potholing) activities are unknown. As part of this SUE work plan and budget, fifteen (15) test holes have been estimated and included as part of this SUE work plan and budget. As part of this process, SUE Solutions will meet and satisfy the traffic control requirements as well as contact Utility Owners prior to commencement inquiring their desires to be on-site while excavating. A schedule will be provided to Utility Owners for their information. ALL survey tasks associated to the SUE Quality Level A (potholing) activities are to be completed by ESI Engineering. ALL CAD related tasks associated to the Quality Level A (potholing) activities are to be completed by H.W. Lochner. SUE Solutions will coordinate the SUE Quality Level A activities, via phone call and email, with both ESI and H.W. Lochner, notifying them of the start date and time of the potholing.

Data Management (Survey and Mapping)

ESI Engineering is to provide ALL survey related tasks associated to the SUE Quality Level A activities. H.W. Lochner is to provide ALL CAD related tasks associated to the SUE Quality Level A activities.

Scheduling (Test Hole Schedule & Coordination of Level A Survey)

It is anticipated that the Level A test hole activities will take place during "normal" daytime hours and conditions. This work plan also DOES NOT account for any weather related delays. In the event weather becomes an issue (lasting more than one (1) day in duration), SUE Solutions will contact H.W. Lochner to discuss possible course of action (possible Contract Modification). Two and a half (2 ½) working days have been estimated for the Level A activities.

Deliverable:

- SUE Level A File (test hole data sheets & photographs)

Tasks Include:

- Level A Locating

Activity: 3V1

TASK 3V1: PLAN IN HAND MEETING (DURATION: 15 DAYS)

Objective:

Compile comment resolutions and project cost estimate for the Plan-in-Hand Review Package. Meet to review project cost estimate. Initial Roadway Plans, Profiles, Typical Sections, Removals, Detail Plans, Control Sheets, Index Sheets, Cover Sheet, Summary Sheets will be created during this phase. This review meeting will focus mainly on the cost estimate with discussions of specific design elements as needed.

Deliverables:

- " Final Disposition Review Comment Resolution Form
- " Plan-in-Hand Review Package
- " Meeting Agenda
- " Meeting Notes
- " Review Comments

Assumptions:

- " Review Team will have at least one (1) week for package review.

Activity: 4G1

TASK 4G1 COMPLETE GEOTECHNICAL DESIGN AND DRAFT REPORT

Based on the results of our evaluation, a draft engineering report will be prepared that details the results of the testing performed, provides logs of the borings, and a diagram of the site/boring layout. The report will include the following:

- Computer generated boring logs with soil stratification based on visual soil classification.
- Summarized laboratory data.
- Groundwater levels observed during drilling.
- Boring location plan.
- Subsurface exploration procedures.

- Encountered soils conditions.
- Pavement section thickness design.
- Subgrade preparation/ earthwork recommendations.

Pavement section thickness design will be completed in general conformance with the Mechanistic Empirical Pavement Design Guide (MEPDG) using DARWin-ME software.

Activity: 4G3

TASK 4G3 FINALIZE GEOTECHNICAL REPORT

Draft report review comments will be considered and incorporated into a final report as appropriate. The final report will be submitted to the client.

Activity: J2A

J2A: Develop Right of Way Plans and Documents

Scope:

- Develop right of way plans and documents per UDOT 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 relocations and easements.
- Include all previous project acquisition parcels.
- Place all line work and annotation on the appropriate CADD level.
- Develop all sheets according to current UDOT CADD Standards and the UDOT Plan Sheet Development Standards.
- Clearly label parcel numbers.
- Prepare legal descriptions for each parcel to be acquired following the UDOT Right-Of-Way Operational Manual.
 - Right Of Way line, perpetual easement lines and temporary construction easement lines will be designed by Lochner and provided to Meridian in UDOT CADD standards.
- Initiate and perform UDOT required J2A quality control reviews.

Product Deliverables:

- Meridian will provide UDOT with right of way submittal packages in conformance with UDOT standards or declared variances. Submittal packages will include:
 - Letter of Transmittal sent to Lochner Project Manager, Region 2 R/W Engineer and UDOT Project Manager.
 - Partial, Final and Supplemental Summary of Right Of Way cover sheet.
 - RW-53 Summary forms
 - RW-51 Ownership Records forms along with vesting deeds for each parcel
 - Deed and Easement Conveyance Instruments
 - Deed Plotter Printouts o Affected Right Of Way maps
 - CD containing above information
- Meridian will upload summaries into Projectwise and ePM.

Activity: 4P1

TASK 4P1: REVISE/IMPLEMENT PUBLIC INVOLVEMENT PLAN (DURATION: 120 DAYS)

Objective:

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

Activities:

- Update PI Plan as needed
- Maintain a database of stakeholders
- Maintain a project hotline and e-mail address
- Maintain a project correspondence log
- Respond to stakeholder questions and concerns
- Compile PI report
- Develop and mail one page information sheet to stakeholders

Deliverables:

- Revised PI Plan
 - o Revised stakeholders database
 - o Updated correspondence logs
- PI Report
 - o Includes all outreach materials and correspondence logs for phase 1 and 2 of the project
- Information sheet

Assumptions:

- Stakeholder responses are assumed to be 1 per week at .5 hours each
- Introduction sheet will be mailed to addresses used in Phase 1 and database entries

Activity: 4Q1

TASK 4Q1: COMPLETE DRAINAGE PLAN SHEETS AND DOCUMENTS (Duration: 30 Days)

Objective:

To complete the drainage design, plan sheets, and specifications. Develop the project erosion and sediment control design. Complete the erosion and sediment control plans and create summaries. Prepare and assemble erosion and sediment control project documents, including plans, special provisions, and Engineer's Estimate in PDBS.

Deliverables:

- Drainage Comment Resolutions
- Drainage Plan Sheets
- Drainage Cost Estimate

- " Drainage Project Documents
- " Drainage Report
- " Erosion and Sediment Control Plans
- " Erosion and Sediment Control Cost Estimate
- " Erosion and Sediment Control Project Documents
- " QC Cover Sheets

Assumptions:

- " Assume contractor will submit NOI for UPDES permit.

Activity: 4R1

TASK 4R1: COMPLETE ROADWAY PLANS AND DOCUMENTS (DURATION: 30 DAYS)

Objective:

Complete roadway plans and documentation in accordance with project requirements and to UDOT standards in preparation for PS&E meeting.

Deliverables:

- " Final Roadway Plan Sheets, including Plan, Profile, Details, Grading, Typical Section, Summary Sheets, etc.
- " Final Roadway Project Documents
- " Final Roadway Cost Estimate
- " QA/QC

Assumptions:

- " Approval of Final Roadway Design

Activity: 4U1

TASK 4U1: PREPARE AND OBTAIN UTILITY AGREEMENTS AND PERMITS (DURATION: 30 DAYS)

Objective:

Assist the UDOT Region 2 Utility Engineer to Finalize Individual Utility Agreements, Cooperative Agreements, Construction and Maintenance Agreement, and Permits required for project advertisement and construction.

Deliverables:

- " Figures and Attachments Needed to Obtain Executed Individual Utility Agreements
- " Figures and Attachments Needed to Obtain Executed Cooperative Agreements with Municipalities and Service Districts
- " Figures and Attachments Needed to Obtain Executed Construction and Maintenance Agreement
- " QC Cover Sheets

Assumptions:

“ UDOT Region 2 Utility Engineer will lead the effort to obtain utility agreements and permits. Lochner will provide support for this task by coordinating with utility owners to obtain figures and schedule for construction.

Activity: 4V1

TASK 4V1: PS&E MEETING (DURATION: 15 DAYS)

Objective:

Compile comment resolutions, project cost estimate, and all discipline review materials to produce the PS&E Review Package. Meet to ensure that the elements provided in the plan sheets and advertising documents are consistent with the project scope and available funding requirements.

Deliverables:

- “ Final Disposition Review Comment Resolution Form
- “ Plan Set Sheets (including summary sheets and M&P)
- “ Project Cost Estimate
- “ Special Provisions
- “ PS&E Review Package
- “ Meeting Agenda
- “ Meeting Notes
- “ Review Comments

Assumptions:

“ Review Team will have two (2) weeks for package review.

Activity: 5A1

TASK 5A1: PREPARE SWPPP PACKAGE FOR CONSTRUCTION (DURATION: 5 DAYS)

Objective:

Prepare the SWPPP package and submit to the Resident Engineer.

Deliverables:

- “ SWPPP Package
- “ QC Cover Sheet

Activity: 5V1

TASK 5V1: COMMENT RESOLUTION REVIEW MEETING (DURATION: 5 DAYS)

Objective:

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

Deliverables:

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

Activity: 5Y1

TASK 5Y1: INCORPORATE PS&E COMMENTS (DURATION: 10 DAYS)

Objective:

Make revisions based on comments made during PS&E Review

Deliverables:

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

Activity: 5Z1

TASK 5Z1: PROJECT MANAGEMENT (DURATION: 120 DAYS)

Objective:

Effectively manage the scope, schedule, documentation, sub consultants, and budget for the project.

Deliverables:

- " Facilitate Coordination Between Disciplines, UDOT staff and third parties
- " Schedule and Attend Team Meetings and Facilitate Meeting Notes
- " Create Monthly Invoices

Activity: 5Z2

TASK 5Z2: PREPARE, SUBMIT & PROCESS FOR ADVERTISEMENT PACKAGE (DURATION: 5 DAYS)

Objective:

Prepare design package and documents to submit for advertisement

Deliverables:

- " Completed Design Package
- " Completed Project Documentation

UDOT Staffing Plan

| | |
|--|-------------------|
| Contract Number: NEW | Mod: |
| Project Number: F-R299(138) | PIN: 10007 |
| UDOT Project Manager: Lisa Zundel | |
| Project Location: Other: 13TH EAST; 124TH TO 132ND to: 1.00 for: 1.00 | |

| Employee Name | Contract Job Title | Education/Certification | License Number | Hours | Current Rate | Proposal Rate | Approval Date |
|------------------|--------------------------------|-------------------------|-----------------|------------------------------------|--------------|---------------|---------------|
| KUNZLER, H.G. | PROJECT MANAGER | B.S. | UT-186433 | 183 | \$66.35 | \$66.35 | NTP |
| CLINE, GENE | PROJECT ENGINEER | B.S. | UT-368475 | 40 | \$49.47 | \$49.47 | NTP |
| CLAYTON, ANDREA | ENVIRONMENTAL ENGINEER | B.S. | UT-191039 | 4 | \$47.94 | \$47.94 | NTP |
| SHEWELL, BRIAN | DRAINAGE PROJECT ENGINEER | B.S. | UT-354263 | 217 | \$44.40 | \$44.40 | NTP |
| SENG, MATTHEW | PROJECT ENGINEER | B.S. | UT-324037 | 306 | \$42.61 | \$42.61 | NTP |
| PRICE, CHRIS | DRAINAGE ENGINEER | B.S. | UT-7912956-2202 | 250 | \$36.15 | \$36.15 | NTP |
| WILLIAMS, NICOLE | ENTRY LEVEL ENGINEER | B.S. | | 504 | \$35.05 | \$35.05 | NTP |
| SOMMERS, CARLYE | PUBLIC INVOLVEMENT COORDINATOR | B.S. | | 53 | \$28.58 | \$28.58 | NTP |
| MILLER, JANA | CONTRACT SUPPORT SPECIALIST | ASSOCIATE OF SCIENCE | | 78 | \$25.97 | \$25.97 | NTP |
| | | | | Total Hours for H W LOCHNER, INC.: | 1,635 | | |

| ID | Task Mode | Task Name | Duration | Start | Finish | Predecessors | Resource Names | October 1 9/15 | October 1 10/13 | November 1 10/27 | November 1 11/24 | December 1 11/24 | December 1 12/22 | January 1 1/5 | January 1 1/19 | February 1 2/16 | February 1 3/2 | March 1 3/16 | March 1 3/30 | April 1 4/13 | |
|----|-----------|--|----------|--------------|--------------|--------------|----------------|-------------------|--------------------|---------------------|---------------------|---------------------|---------------------|------------------|-------------------|--------------------|-------------------|-----------------|-----------------|-----------------|--|
| 1 | | NTP | 1 day | Fri 9/20/13 | Fri 9/20/13 | | | | | | | | | | | | | | | | |
| 2 | | 1V1 - Kickoff Meeting/Scoping Meeting | 2 days | Mon 9/23/13 | Tue 9/24/13 | 1 | | | | | | | | | | | | | | | |
| 3 | | 2U1 - Utility & Railroad Identification | 25 days | Mon 9/23/13 | Fri 10/25/13 | 1 | | | | | | | | | | | | | | | |
| 4 | | 1B1 - Develop Base Mapping/Existing Surface | 20 days | Wed 9/25/13 | Tue 10/22/13 | 2 | | | | | | | | | | | | | | | |
| 5 | | 1U1 - Identify Existing Right of Way | 15 days | Wed 9/25/13 | Tue 10/15/13 | 2 | | | | | | | | | | | | | | | |
| 6 | | 2Q1 - Develop Initial Roadway Drainage Design | 20 days | Mon 10/7/13 | Fri 11/1/13 | 2 | | | | | | | | | | | | | | | |
| 7 | | 2R1 - Model Initial Roadway Design | 20 days | Mon 10/7/13 | Fri 11/1/13 | 2 | | | | | | | | | | | | | | | |
| 8 | | 3G1 - Conduct Geotechnical Investigation | 3 days | Wed 9/25/13 | Fri 9/27/13 | 2 | | | | | | | | | | | | | | | |
| 9 | | 3G2 - Conduct Geotechnical Testing | 7 days | Mon 9/30/13 | Tue 10/8/13 | 8 | | | | | | | | | | | | | | | |
| 10 | | 2V1 - Geometry Review Meeting | 5 days | Mon 11/4/13 | Fri 11/8/13 | 7 | | | | | | | | | | | | | | | |
| 11 | | J2A - Develop Right-of-Way Plans and Documents | 30 days | Mon 11/11/13 | Fri 12/20/13 | 10 | | | | | | | | | | | | | | | |
| 12 | | L3A - Acquire Right-of-Way | 105 days | Mon 11/18/13 | Fri 4/11/14 | 10 | | | | | | | | | | | | | | | |
| 13 | | 3U1 - Identify Potential Utility Conflicts | 5 days | Mon 10/28/13 | Fri 11/1/13 | 3 | | | | | | | | | | | | | | | |
| 14 | | 3U3 - Identify Utility Depths | 5 days | Mon 11/4/13 | Fri 11/8/13 | 13 | | | | | | | | | | | | | | | |
| 15 | | 3V1 - Plan-in-Hand Review Meeting | 15 days | Mon 11/11/13 | Fri 11/29/13 | 10 | | | | | | | | | | | | | | | |
| 16 | | 4G1 - Complete Geotechnical Design and Draft Report | 3 days | Wed 10/9/13 | Fri 10/11/13 | 9 | | | | | | | | | | | | | | | |
| 17 | | 4G3 - Finalize Geotechnical Report | 10 days | Mon 10/14/13 | Fri 10/25/13 | 16 | | | | | | | | | | | | | | | |
| 18 | | 4P1 - Revise/Implement Public Involvement Plan | 120 days | Wed 9/25/13 | Tue 3/11/14 | 2 | | | | | | | | | | | | | | | |
| 19 | | 4Q1 - Complete Drainage/Irrigation Plan Sheets and Documents | 30 days | Mon 12/2/13 | Fri 1/10/14 | 15 | | | | | | | | | | | | | | | |
| 20 | | 4R1 - Complete Roadway Plans & Documents | 30 days | Mon 12/2/13 | Fri 1/10/14 | 15 | | | | | | | | | | | | | | | |
| | | 4U1 - Prepare & Obtain Utility and Railroad Arrangements & Determine | 30 days | Mon 12/2/13 | Fri 1/10/14 | 15 | | | | | | | | | | | | | | | |
| | | 4V1 - Plans, Specifications and Estimate (PS&E) Review Meeting | 15 days | Mon 1/13/14 | Fri 1/31/14 | 20 | | | | | | | | | | | | | | | |
| | | 5A1 - Prepare SWPPP Package for Construction | 5 days | Mon 12/2/13 | Fri 12/6/13 | 15 | | | | | | | | | | | | | | | |
| | | 5Y1 - Incorporate PS&E Review Comments | 10 days | Mon 2/3/14 | Fri 2/14/14 | 22 | | | | | | | | | | | | | | | |
| | | 5V1 - Comment Resolution Review Meeting | 5 days | Mon 2/17/14 | Fri 2/21/14 | 24 | | | | | | | | | | | | | | | |
| | | 5Z1 - Project Management | 120 days | Mon 9/23/13 | Fri 3/7/14 | 1 | | | | | | | | | | | | | | | |
| | | 5Z2 - Prepare, Submit & Process for Advertisement | 5 days | Mon 4/14/14 | Fri 4/18/14 | 12 | | | | | | | | | | | | | | | |

| Task | Project Summary | External Task | External Milestone | Inactive Milestone | Inactive Summary | Manual Summary | Manual Progress | Manual Progress | Manual Progress |
|-----------|-----------------|---------------|--------------------|--------------------|------------------|----------------|-----------------|-----------------|-----------------|
| Task | Project Summary | External Task | External Milestone | Inactive Milestone | Inactive Summary | Manual Summary | Manual Progress | Manual Progress | Manual Progress |
| Split | | | | | | | | | |
| Milestone | | | | | | | | | |
| Summary | | | | | | | | | |

ect: 1300_E_Schedule
: Mon 9/9/13

DESCRIPTIONS (Continued from Page 1)

The following are included as Additional Insureds on the General Liability and Automobile Policies per written contract: UDOT, the State of Utah and the Local Government Agency.

The General Liability Policy is on a Primary and Non-Contributory Basis per written contract.

FEES

COST PLUS A FIXED FEE WITH FIXED TOTAL ADDITIVE RATE

1. **COST PLUS A FIXED FEE:** For all services and materials pertinent hereto and/or specifically described herein, except as otherwise explicitly cited, the LOCAL AUTHORITY agrees to pay the CONSULTANT for the actual allowable cost and the FIXED additives plus a fixed fee. Overhead rates have been reviewed, approved, and are limited to the costs which are allowable under Federal Acquisition Regulations, contained in Title 48 CFR, Part 31.

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

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

- (a) The direct labor expense is the actual salary expense for professional and technical personnel and principals for the time they are productively engaged in work necessary to fulfill the terms of this contract. The payroll additives and indirect costs are FIXED as 175.78% 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 10.50% of the combined estimated direct labor and the Overhead amount, which represents the CONSULTANT'S profit of \$19,467.48. The fixed fee percentage is not a floating percent and should not be billed as a percent of labor. Rather, the fixed fee payment will be prorated and paid regularly in proportion to the percentage of work completed as reflected by the periodic invoices; that is, on the same ratio as the invoice cost bears to the originally estimated total for CONSULTANT'S actual cost which is the maximum amount payable minus the fixed fee. Any portion of the fixed fee payment not previously paid in the periodic payment will be covered in the final payment.

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

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

documentation such as time sheets, labor reports, or cost accounting system print-out of employee time, receipts for direct expenses, and subconsultant invoices and supporting documentation that is reviewed and approved by the DEPARTMENT'S Project Manager and subject to final approval by the DEPARTMENT'S Comptroller's Office.

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

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

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

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

6. **FINANCIAL SUMMARY:** The total maximum amount of disbursement pertinent to this contract shall not exceed \$365,038.68 Contract overruns will not be paid.
7. **COST PROPOSAL:** The overhead rate shown in the CONSULTANT'S and/or sub-consultant's cost proposal has been determined and agreed upon by the parties and is included in this contract. The CONSULTANT will invoice the DEPARTMENT using the actual Wage Rates, FIXED Overhead, prorated Fixed Fee, and any additional Direct Costs. Invoices submitted to the DEPARTMENT must reflect the staffing plan and associated hourly wage rates, labor hours used, and other costs submitted in the CONSULTANT cost proposal.

The Cost Proposal for the CONSULTANT and/or sub-consultant, if applicable, may be found in Attachment D, pages 3 through 24.

UDOT Cost Proposal

| Contract Number: | NEW | Mod: | | |
|-----------------------------------|---|-------------|---------------|--|
| Project Number: | F-R299(138) | PIN: | 10007 | UDOT Project Manager: Lisa Zundel |
| Project Location: | Other: 13TH EAST; 124TH TO 132ND to: 1.00 for: 1.00 | | | |
| Labor Costs | | | | |
| Employee Name | Contract Job Title | Hours | Proposal Rate | Labor Cost |
| CLAYTON, ANDREA | ENVIRONMENTAL ENGINEER | 4 | \$47.94 | \$191.76 |
| CLINE, GENE | PROJECT ENGINEER | 40 | \$49.47 | \$1,978.80 |
| KUNZLER, H.G. | PROJECT MANAGER | 183 | \$66.35 | \$12,142.05 |
| MILLER, JANA | CONTRACT SUPPORT SPECIALIST | 78 | \$25.97 | \$2,025.66 |
| PRICE, CHRIS | IDRAINAGE ENGINEER | 250 | \$36.15 | \$9,037.50 |
| SENG, MATTHEW | PROJECT ENGINEER | 306 | \$42.61 | \$13,038.66 |
| SHEWELL, BRIAN | DRAINAGE PROJECT ENGINEER | 217 | \$44.40 | \$9,634.80 |
| SOMMERS, CARLYE | PUBLIC INVOLVEMENT COORDINATOR | 53 | \$28.58 | \$1,514.74 |
| WILLIAMS, NICOLE | ENTRY LEVEL ENGINEER | 504 | \$35.05 | \$17,665.20 |
| Total Hours: | | 1,635 | | |
| Total Direct Labor: | | | | \$67,229.17 |
| Overhead: | | | 175.78% | \$118,175.44 |
| Total Direct Labor plus Overhead: | | | | \$185,404.61 |
| Fixed Fee: | | | 10.50% | \$19,467.48 |
| Burdened Labor Cost: | | | | \$204,872.09 |
| Other Direct Charges | | | | |
| ODC Item | Unit of Measure | Qty | Item Cost | Extended Cost |
| *CL* - LANDMARK DESIGN, INC. | EACH | 1.0 | \$3,219.590 | \$3,219.59 |
| *CL* - TERRACON, INC. | EACH | 1.0 | \$11,597.350 | \$11,597.35 |
| MILEAGE | MILE | 150.0 | \$.555 | \$83.25 |
| 11 X 17 BW COPIES | EACH | 2,000.0 | \$.100 | \$200.00 |
| 11 X 17 COLOR COPIES | EACH | 200.0 | \$.500 | \$100.00 |
| 8.5 X 11 BW COPIES | EACH | 1,000.0 | \$.050 | \$50.00 |
| 8.5 X 11 COLOR COPIES | EACH | 120.0 | \$.250 | \$30.00 |
| PLOTS | LINEARFOOT | 30.0 | \$1.250 | \$37.50 |
| FIRST CLASS MAIL | EACH | 120.0 | \$.440 | \$52.80 |
| PHONE | MONTH | 6.0 | \$50.000 | \$300.00 |
| Total Other Direct Charges: | | | | \$15,670.49 |
| Sub Consultant Costs | | | | |
| Firm Name | | | | Sub Total Cost |
| SUE SOLUTIONS, INC. | | | | \$37,800.62 |
| MERIDIAN ENGINEERING INC | | | | \$106,695.47 |
| Total Sub Consultant Costs: | | | | \$144,496.09 |
| Total Contract Cost: | | | | \$365,038.68 |

UDOT Hours Derivation

| | | | |
|--------------------------|---|------------------------------|-------------|
| Contract Number: | NEW | Mod: | |
| Project Number: | F-R299(138) | PIN: | 10007 |
| Project Location: | Other: 13TH EAST; 124TH TO 132ND to: 1.00 for: 1.00 | | |
| | | UDOT Project Manager: | Lisa Zundel |

| Employee Name | 1V1 | 1B1 | 1J1 | 2Q1 | 2R1 | 2U1 | 2V1 | 3G1 | 3G2 | 3U1 | 3U3 | 3V1 | 4G1 | 4G3 | J2A |
|------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| KUNZLER, H.G. | 14 | 1 | 1 | 8 | 16 | 1 | 14 | 1 | 1 | 8 | 1 | 2 | 1 | 1 | 1 |
| CLINE, GENE | 0 | 0 | 0 | 0 | 16 | 0 | 0 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 |
| CLAYTON, ANDREA | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| SHEWELL, BRIAN | 4 | 0 | 0 | 60 | 0 | 0 | 4 | 0 | 0 | 4 | 0 | 4 | 0 | 0 | 0 |
| SENG, MATTHEW | 16 | 0 | 0 | 0 | 48 | 0 | 4 | 0 | 0 | 62 | 0 | 0 | 0 | 0 | 0 |
| PRICE, CHRIS | 0 | 0 | 0 | 72 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| WILLIAMS, NICOLE | 12 | 0 | 0 | 0 | 96 | 0 | 24 | 0 | 0 | 78 | 0 | 64 | 0 | 0 | 0 |
| SOMMERS, CARLYE | 4 | 0 | 0 | 0 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| MILLER, JANA | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

UDOT Hours Derivation

| | | | |
|--------------------------|---|------------------------------|-------------|
| Contract Number: | NEW | Mod: | |
| Project Number: | F-R299(138) | PIN: | 10007 |
| Project Location: | Other: 13TH EAST; 124TH TO 132ND to: 1.00 for: 1.00 | | |
| | | UDOT Project Manager: | Lisa Zundel |

| Employee Name | 4P1 | 4Q1 | 4R1 | 4U1 | 4V1 | 5A1 | 5V1 | 5Y1 | 5Z1 | 5Z2 | Total |
|------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|
| KUNZLER, H.G. | 2 | 5 | 21 | 4 | 22 | 0 | 4 | 2 | 44 | 8 | 183 |
| CLINE, GENE | 0 | 0 | 16 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 40 |
| CLAYTON, ANDREA | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 |
| SHEWELL, BRIAN | 0 | 108 | 0 | 0 | 8 | 9 | 2 | 6 | 8 | 0 | 217 |
| SENG, MATTHEW | 0 | 0 | 72 | 40 | 24 | 0 | 2 | 6 | 8 | 24 | 306 |
| PRICE, CHRIS | 0 | 172 | 0 | 0 | 0 | 2 | 0 | 4 | 0 | 0 | 250 |
| WILLIAMS, NICOLE | 0 | 0 | 140 | 40 | 28 | 0 | 2 | 4 | 8 | 8 | 504 |
| SOMMERS, CARLYE | 33 | 0 | 0 | 0 | 4 | 0 | 0 | 0 | 8 | 0 | 53 |
| MILLER, JANA | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 78 | 0 | 78 |

UDOT Hours Derivation

| | | | |
|--|-------------------|--|--|
| Contract Number: NEW | Mod: | | |
| Project Number: F-R299(138) | PIN: 10007 | UDOT Project Manager: Lisa Zundel | |
| Project Location: Other: 13TH EAST; 124TH TO 132ND to: 1.00 for: 1.00 | | | |

| | 1V1 | 1B1 | 1J1 | 2Q1 | 2R1 | 2U1 | 2V1 | 3G1 | 3U1 | 3U3 | 3V1 | 4G1 | 4G3 | J2A | |
|-----------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|-----|-----|-----|-----|--------------|
| Firm Activity Totals: | 54 | 1 | 1 | 140 | 176 | 1 | 50 | 1 | 156 | 1 | 70 | 1 | 1 | 1 | |
| | 4P1 | 4Q1 | 4R1 | 4U1 | 4V1 | 5A1 | 5V1 | 5Y1 | 5Z1 | 5Z2 | | | | | Total |
| Firm Activity Totals: | 35 | 285 | 249 | 88 | 86 | 11 | 10 | 22 | 154 | 40 | | | | | 1,635 |
| Transaction Activity | 54 | 255 | 306 | 140 | 176 | 131 | 50 | 1 | 156 | 51 | 70 | 1 | 1 | 599 | |
| Totals: | 4P1 | 4Q1 | 4R1 | 4U1 | 4V1 | 5A1 | 5V1 | 5Y1 | 5Z1 | 5Z2 | | | | | Total |
| Transaction Activity | 35 | 285 | 249 | 88 | 86 | 11 | 10 | 22 | 234 | 40 | | | | | 3,052 |
| Totals: | | | | | | | | | | | | | | | |

UDOT Executive Summary

| | | | | | |
|------------------|--|------|-------|-----------------------|-------------|
| Contract Number: | NEW | Mod: | | | |
| Project Number: | F-R299(138) | PIN: | 10007 | UDOT Project Manager: | Lisa Zundel |
| PIN Description: | 1300 East; Pioneer Road (12400 So) to 13200 So | | | | |

Brief Description

Project Team

Objectives:

To provide professional surveying, mapping and right of way services in support of the design and construction of the 1300 East Street in Draper running between Park Road (approximately 12400 South) and 13200 South Street.

All services will be performed in accordance with the current UDOT Project Delivery Network dated January 18, 2011, including the UDOT Standard Drawings, Standard Specifications, Special Provisions and Guidelines, and the Mapping and Aerial Photogrammetry Manual.

Understanding the Work:

UDOT Region 2 in conjunction with Draper City Corporation intends to make improvements to 1300 East. This will be a UDOT -Local Government project. UDOT will reconstruct 1300 East for repairs and street improvements including new right of way and clean-up of ownership encroachments into the existing right of way. Meridian will need to provide our team designers with accurate design-grade topographic surveys including the identification of existing utility locations with depths at specified locations.

UDOT's intent is to provide this work while minimizing impact to residents, businesses, traveling public, utilities etc, through the efforts of a good Public Involvement plan, communication, MOT plan, as well as, a quality set of plans, specifications, and estimate.

Meridian will provide the following services and deliverables:

- Surveying inclusive of design grade topographic mapping.
- Utility designations as identified by Lochner's SUE consultant.
- Right Of Way design inclusive of drawings and conveyance documents.

The project tasks and responsibilities are fully scoped. This project is not phased and will be invoiced as a "Cost Plus Fixed Fee".

To accomplish this, Meridian has prepared a detailed and specific work plan. This work plan is based on conversation with UDOT's Project Manager and design team members. The work plan is represented in Section 2.

Assumptions

Assumptions:

1. Lochner's subconsultant ESI has previously surveyed all primary project control.
 - a. As of this writing, ESI has not processed the control or created a control diagram. Before topographic surveys can begin, Lochner or ESI will need to provide the primary control points with the projections or a certified control diagram to Meridian. This drawings is required for submittal to UDOT within the right of way drawings package.
2. Meridian will conduct surveys to locate any additional deed controlling monumentation.
3. Lochner has included SUE Solutions as part of the team. SUE Solutions will designate all utilities and mark actual test hole locations.
 - a. Meridian will survey utility designations.
4. Right of way will be minimal and limited to 51 parcels. Meridian will coordinate R/W submittals and approvals with UDOT Region 2.
 - a. No right of way markers are required as part of this scope.
 - b. Two (2) section corners and three (3) local government monuments are in harm's way of construction.

Phasing

Identify any project or contract phasing as they relate to this contract transaction. If there are none, state it.

Fee Type

Identify the contract fee type here and indicate why it is the best choice for this contract. On the rare occasion there may be any changes from the previous contract transactions, please state them.

MERIDIAN ENGINEERING INC

Sub to H W LOCHNER, INC.

UDOT Work Plan

| | | | | | |
|------------------|--|------|-------|-----------------------|-------------|
| Contract Number: | NEW | Mod: | | | |
| Project Number: | F-R299(138) | PIN: | 10007 | UDOT Project Manager: | Lisa Zundel |
| PIN Description: | 1300 East; Pioneer Road (12400 So) to 13200 So | | | | |

Activity: 1B1

1B1 Develop Base Mapping/Existing Surface

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

Scope:

- Conduct a verification survey of the previously surveyed ESI primary control.
 - o ESI or Lochner will provide a certified control diagram prepared to UDOT standards. This drawing(s) will be included in the final right of way package.
- Expand control as necessary to ensure accuracy while conducting the topographic and utility designation surveys.
- Survey any existing local government monuments or section corners within the projects limits.
- Conduct a topographic survey within the project limits defined as:
 - o 1300 East from the south side of the roundabout at Pioneer Road southerly to a point 100 feet south of the 13200 South intersection.
 - o At intersecting street we will extend the topographic surveys 100 feet beyond the curb returns.
 - o Survey along 1300 East 50 feet each side of the apparent centerline.
 - o Extend topographic surveys along driveways an additional 30 feet or to the fronts of garages.
- Topographic mapping will survey, delineate and process the following items within the survey limits:
 - o All topographic features will be collected using current UDOT survey codes.
 - o Hard surfaces including asphalt or concrete pavements, curbs, sidewalks, driveways and other pads.
 - o Striping, if any describing type and limits.
 - o Railroads (top of rails, frogs, etc.) within survey limits.
 - o Fences of all construction, sign posts, sign overhangs, sign identification by type, utility poles, utility line crossings of 1300 East with sag data (time, temperature), mail boxes, decorative walls.
 - o Visible utilities including sewer and storm drain manholes or structures with inverts and size/direction sketches. Culverts, drainage swales and other identifiable drainage features with inverts. Power and telephone boxes and pedestals. Gas and water meters and valves.
 - o Breaklines will be established throughout the survey at all strategic locations to develop an accurate DTM surface. Typical breakline locations include back, flowline and lip of curbs and gutters, tops and toes of slopes, centerlines and lane lines of roadways, etc.

Product Deliverables:

- *New certified survey control diagram(s) identifying geographic coordinates, state plane coordinates, project coordinates, elevations and projections set by Meridian.*
- *Provide 10007_extopo.dgn files of all surveyed features.*
- *Provide 10007_extopo.dtm file of the project surface with utilized breaklines.*
- *Provide 10007_Ex_points.dgn file showing point number, northing, easting, elevation and point ID and attribute notes for all surveyed data points.*
- *Monument and manhole sketches collected by the field surveyors.*

Activity: 1J1

1J1 Identify Existing Right-of-Way

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

Scope:

- Meridian will conduct ownership research to retrieve deeds, boundary surveys, dedication plats and other maps within the project limits. This research will include:
 - o Salt Lake County Recorder:
 - § Ownership research will be conducted to determine current property owners and retrieve either the vesting deed or proof of marketable title (40 years, 1973) is reached.
 - § Retrieve copies of subdivision plats and road dedication plats.
 - o Salt Lake County Surveyor:
 - § Retrieve copies of previously filed boundary surveys to clarify discrepancies between boundary lines described on deeds and plats.
 - § Retrieve copies of filed survey monument perpetuation records and tie sheets necessary to locate controlling monuments.
 - o UTA:
 - § Retrieve copies of existing railroad rights-of-way and possible vesting documents
 - o UDOT Region 2 and Complex Archives:
 - § Retrieve copies of all previous right of way plats, if any.
- Meridian will examine research data and prepare an EXROW file. This EXROW map will show the current 1300 East Street right of way and intersection with 13200 South and Pioneer Road. This map will address gaps or overlaps in the records and be suitable to prepare legal descriptions and conveyance documents for the right of way acquisition efforts.
- No GIS priority map or real-time acquisition status map will be developed as part of this scope.
- Create a spreadsheet list of all parcels listing ownership information (names, tax ID, parcel address, owners address, type of ownership, apparent use).
- Initiate and perform UDOT required 1J1 quality control reviews.

Product Deliverables:

- *Existing Right of Way Drawing (10007_Exrow.dgn).*
- *Right of Way Property Information Spreadsheet*
- *QC Cover Sheets.*

Activity: 2U1

2U1 Utility & Railroad Identification

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

Scope:

- Based on earlier established survey control, Meridian will survey the utility designations as marked by SUE Solutions. The survey will show surface utility markings, and will include invert data on sewer manholes, storm drain manholes, inlets and boxes.

Product Deliverables:

- Existing Utility file (10007_Exutil.dgn) delivered to SUE Solutions for final labeling and QA/QC efforts.
- Update 10007_Extopo if necessary

Activity: 3U3

3U3 Identify Utility Depth (SUE Level A)

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

Scope:

- Meridian will coordinate utility depth explorations with SUE Solutions and survey 15 bored or vacuumed utility holes.
- Meridian will merge survey data with 10007_Exutil files.

Assumptions:

- Meridian is anticipating 15 test holes with this scope of work.

Product Deliverables:

- Exploration Hole Surveys
- Update EXTOPO and/or EXUTIL File
- Deliver Survey Report to SUE Solutions

Activity: J2A

J2A Develop Right-of-Way Plans and Documents

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

Scope:

- Develop right of way plans and documents per UDOT 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 relocations and easements.
- Include all previous project acquisition parcels.
- Place all line work and annotation on the appropriate CADD level.
- Develop all sheets according to current UDOT CADD Standards and the UDOT Plan Sheet Development Standards.
- Clearly label parcel numbers.

- Prepare legal descriptions for each parcel to be acquired following the UDOT Right-Of-Way Operational Manual.
 - Right Of Way line, perpetual easement lines and temporary construction easement lines will be designed by Lochner and provided to Meridian in UDOT CADD standards.
- Initiate and perform UDOT required J2A quality control reviews.
- Deliver five (5) "Partial Summaries of Right Of Way" submittals, each containing 10 parcels with the last containing 11.
- No right of way markers or other monuments will be set or replaced. As a courtesy, Meridian will identify local government monuments and section corners that may be in harm's way.

Product Deliverables:

- *Meridian will provide UDOT with right of way submittal packages in conformance with UDOT standards or declared variances. Submittal packages will include:*
 - *Letter of Transmittal sent to Lochner Project Manager, Region 2 R/W Engineer and UDOT Project Manager.*
 - *Partial, Final and Supplemental Summary of Right Of Way cover sheet.*
 - *RW-53 Summary forms*
 - *RW-51 Ownership Records forms along with vesting deeds for each parcel*
 - *Deed and Easement Conveyance Instruments*
 - *Deed Plotter Printouts*
 - *Affected Right Of Way maps*
 - *CD containing above information*
- *Meridian will upload summaries into Projectwise and ePM.*

Activity: 5Z1

5Z1 Project Management

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

Scope:

- Prepare QC/QA report for all Meridian work products.
- Provide monthly progress and accounting support to Lochner.
- Attend project coordination meetings when requested.

Assumptions:

- No team meetings will be attended. However, Meridian will be available for phone conversations.

Product Deliverables:

- *Meridian will deliver QC/QA reports to Lochner and UDOT*

UDOT Staffing Plan

| | |
|--|-------------------|
| Contract Number: NEW | Mod: |
| Project Number: F-R299(138) | PIN: 10007 |
| UDOT Project Manager: Lisa Zundel | |
| Project Location: Other: 13TH EAST; 124TH TO 132ND to: 1.00 for: 1.00 | |

| Employee Name | Contract Job Title | Education/Certification | License Number | Hours | Current Rate | Proposal Rate | Approval Date |
|---|-----------------------------|-------------------------|----------------|-------|--------------|---------------|---------------|
| FENN, DARRYL | PRESIDENT / PROJECT MANAGER | | UT-172851 | 86 | \$55.38 | \$55.38 | NTP |
| NADEAU, MIICHAEL | PROJECT LEAD SURVEYOR | AAS | UT-4938744 | 32 | \$40.00 | \$40.00 | NTP |
| VERUCCHI, FRANK | R/W & SURVEY QC/QA MANAGER | AAS | UT-347179 | 28 | \$34.13 | \$34.13 | NTP |
| BARON, TYLER | R/W ENGINEER | | UT-7281045 | 390 | \$31.97 | \$31.97 | NTP |
| CAMPBELL, MARK | SENIOR CADD DESIGN | NICET 4 - ROADWAY | | 296 | \$31.00 | \$31.00 | NTP |
| SEARLE, JEFF | R/W ENGINEER/SURVEYOR | BS | UT-5047039 | 180 | \$29.93 | \$29.93 | NTP |
| MARBLE, FREEMAN | SURVEYOR | AAS | | 180 | \$29.25 | \$29.25 | NTP |
| INABNIT, AARON | SURVEYOR | AAS | | 140 | \$23.00 | \$23.00 | NTP |
| FENN, WENDY | CLERICAL | | | 77 | \$16.00 | \$16.00 | NTP |
| Total Hours for MERIDIAN ENGINEERING INC: | | | | 1,409 | | | |

UDOT Cost Proposal

| Contract Number: | NEW | Mod: | | | |
|---|---|-------------|---------------|------------------------------|-------------|
| Project Number: | F-R299(138) | PIN: | 10007 | UDOT Project Manager: | Lisa Zundel |
| Project Location: | Other: 13TH EAST; 124TH TO 132ND to: 1.00 for: 1.00 | | | | |
| Labor Costs | | | | | |
| Employee Name | Contract Job Title | Hours | Proposal Rate | Labor Cost | |
| BARON, TYLER | R/W ENGINEER | 390 | \$31.97 | \$12,468.30 | |
| CAMPBELL, MARK | SENIOR CADD DESIGN | 296 | \$31.00 | \$9,176.00 | |
| FENN, DARRYL | PRESIDENT / PROJECT MANAGER | 86 | \$55.38 | \$4,762.68 | |
| FENN, WENDY | CLERICAL | 77 | \$16.00 | \$1,232.00 | |
| INABNIT, AARON | SURVEYOR | 140 | \$23.00 | \$3,220.00 | |
| MARBLE, FREEMAN | SURVEYOR | 180 | \$29.25 | \$5,265.00 | |
| NADEAU, MIICHAEL | PROJECT LEAD SURVEYOR | 32 | \$40.00 | \$1,280.00 | |
| SEARLE, JEFF | R/W ENGINEER/SURVEYOR | 180 | \$29.93 | \$5,387.40 | |
| VERUCCHI, FRANK | R/W & SURVEY QC/QA MANAGER | 28 | \$34.13 | \$955.64 | |
| Total Hours: | | 1,409 | | | |
| Total Direct Labor: | | | | \$43,747.02 | |
| Overhead: | | | 119.29% | \$52,185.84 | |
| Total Direct Labor plus Overhead: | | | | \$95,932.86 | |
| Fixed Fee: | | | 11.00% | \$10,552.61 | |
| Burdened Labor Cost: | | | | \$106,485.47 | |
| Other Direct Charges | | | | | |
| ODC Item | Unit of Measure | Qty | Item Cost | Extended Cost | |
| COUNTY RESEARCH - COPIES | UNIT | 150.0 | \$1.000 | \$150.00 | |
| RECORD OF SURVEY FILING | UNIT | 3.0 | \$20.000 | \$60.00 | |
| Total Other Direct Charges: | | | | \$210.00 | |
| Total Cost for MERIDIAN ENGINEERING INC: | | | | \$106,695.47 | |

UDOT Hours Derivation

| | | | |
|--------------------------|---|------------------------------|-------------|
| Contract Number: | NEW | Mod: | |
| Project Number: | F-R299(138) | PIN: | 10007 |
| Project Location: | Other: 13TH EAST; 124TH TO 132ND to: 1.00 for: 1.00 | | |
| | | UDOT Project Manager: | Lisa Zundel |

| Employee Name | 1B1 | 1J1 | 2U1 | 3U3 | J2A | 5Z1 | Total |
|------------------|-----|-----|-----|-----|-----|-----|-------|
| FENN, DARRYL | 2 | 4 | 0 | 0 | 20 | 60 | 86 |
| NADEAU, MIICHAEL | 10 | 0 | 10 | 2 | 0 | 10 | 32 |
| VERUCCHI, FRANK | 2 | 10 | 4 | 0 | 12 | 0 | 28 |
| BARON, TYLER | 0 | 100 | 0 | 0 | 280 | 10 | 390 |
| CAMPBELL, MARK | 40 | 80 | 30 | 6 | 140 | 0 | 296 |
| SEARLE, JEFF | 0 | 60 | 0 | 0 | 120 | 0 | 180 |
| MARBLE, FREEMAN | 120 | 0 | 40 | 20 | 0 | 0 | 180 |
| INABNIT, AARON | 80 | 0 | 40 | 20 | 0 | 0 | 140 |
| FENN, WENDY | 0 | 51 | 0 | 0 | 26 | 0 | 77 |

UDOT Hours Derivation

| | | | |
|--------------------------|---|-------------|-------|
| Contract Number: | NEW | Mod: | |
| Project Number: | F-R299(138) | PIN: | 10007 |
| Project Location: | Other: 13TH EAST; 124TH TO 132ND to: 1.00 for: 1.00 | | |
| | UDOT Project Manager: | Lisa Zundel | |

| | 1B1 | 1J1 | 2U1 | 3U3 | J2A | 5Z1 | Total |
|-----------------------|-----|-----|-----|-----|-----|-----|-------|
| Firm Activity Totals: | 254 | 305 | 124 | 48 | 598 | 80 | 1,409 |

UDOT Executive Summary

| | | | | | |
|------------------|--|------|-------|-----------------------|-------------|
| Contract Number: | NEW | Mod: | | | |
| Project Number: | F-R299(138) | PIN: | 10007 | UDOT Project Manager: | Lisa Zundel |
| PIN Description: | 1300 East; Pioneer Road (12400 So) to 13200 So | | | | |

Brief Description

The general scope of work is to provide subsurface utility engineering services for the referenced project located in UDOT Region Two.

The project will consist of SUE Quality Level D (utility owner mapping research only), SUE Quality Level B (horizontal) designating field work, and SUE Quality Level A test hole (vertical) field work for the project of 1300 East; Pioneer Road (12400 South) to 13200 South, located in Draper, Utah. EXPECTATIONS: All CAD activities to be done by H.W. Lochner; All SUE survey related activities to be done by ESI. Utilities will be identified and located within the project area (field markings only).

Project Team

N/A

Assumptions

The utility owners within the project area have been preliminarily identified from Blue Stake listings. Estimates of the length of utilities within the project area have been developed to substantiate budget estimates. The actual length of utility lines is unknown. Any lengths above the estimated amount will be coordinated with UDOT Region Two and H.W. Lochner as these conditions are identified.

Phasing

SUE Solutions anticipates no phasing of work at this time. In the event phasing is needed, those issues will be identified with the individual task(s) performed under this Contract.

Fee Type

The contract will be a **Unit-Price type contract**. This contract type allows for addressing the unknown of the actual field quantity of utilities to be located.

SUE SOLUTIONS, INC.

Sub to H W LOCHNER, INC.

UDOT Work Plan

| | | | | | |
|------------------|--|------|-------|-----------------------|-------------|
| Contract Number: | NEW | Mod: | | | |
| Project Number: | F-R299(138) | PIN: | 10007 | UDOT Project Manager: | Lisa Zundel |
| PIN Description: | 1300 East; Pioneer Road (12400 So) to 13200 So | | | | |

Activity: 2U1

2U1 Utility & Railroad Identification

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

Overview

SUE Solutions will provide Subsurface Utility Engineering (SUE) Quality Level B (designating) services for the project of 1300 East; Pioneer Road (12400 South) to 13200 South, located in Draper, Utah. The Quality Level B activities are scoped to take place along 1300 East, between 12795 South and 13117 South (per Lochner's request; **EXCLUSIONS: ALL sewer facilities, ALL storm drain facilities, water service laterals, and traffic signal facilities ARE NOT included within this Work Plan as part of the Level B activities**). The SUE activities will encompass both sides of 1300 East (east and west sides). The area along 1300 East from Pioneer Rd (12400 South) to 12795 South, and the area from 13117 South to 13200 South, are to be completed under Quality Level D specifications only (per the request of H.W. Lochner; ALL CAD activities are to be done by H.W. Lochner). ALL survey tasks associated to the SUE Quality Level B activities are to be completed by ESI Engineering. ALL CAD related tasks associated to the Quality Level B activities are to be completed by H.W. Lochner. SUE Solutions will coordinate the SUE Quality Level B activities (via phone call and email) with both ESI and H.W. Lochner to allow the timely scheduling of the survey activities. At the completion of the QL-B activities, SUE Solutions will cross-check the QL-B CAD mapping (from H.W. Lochner) to minimize the risk of the utilities not being depicted correctly.

SUE Solutions will utilize Electromagnetic designating equipment similar to that commonly seen used by Blue Stakes to locate horizontal utility locations. This designating will conform to the UDOT standard of tolerance for 1 (one) foot accuracy on each side of the utility being located. This technique anticipates the cooperation of the utility interests within the project area to allow for access to their facilities to "hook up" to their facilities to ensure accurate locating. When designating, each known utility will be independently located and position painted on the ground. This process will be done in "pink" paint with a mark placed approximately every thirty (30) feet, or closer where warranted. In the event that a utility is "non-detectable", calls will be placed to the Utility Owner or utility locating contractor (Blue Stakes) to ask for necessary assistance. These "non-detectable" utilities will be noted within the Level B field markings as "QL-D" (Quality Level D). SUE Solutions cannot validate the location of these "non-detectable" utilities, and therefore cannot be held liable. These "non-detectable" utilities fall within the SUE Quality Level D guidelines and specifications (see the standard guidelines established by the American Society of Civil Engineers (CI/ASCE 38-02) for description of SUE Quality Levels). Timely response of the Utility Owners to these requests will be critical for the timely and accurate completion of the project efforts. SUE Solutions will use obtained utility mapping to verify findings in field. Any discrepancies or utilities that are not able to be definitively located will be noted in a final executive summary style report.

Data Management (Survey and Mapping)

ESI Engineering is to provide ALL survey related tasks associated to the SUE Quality Level B activities. H.W. Lochner is to provide ALL CAD related tasks associated to the SUE Quality Level B activities.

Scheduling (Level B Schedule & Coordination of Level B Survey)

The SUE activities will be scheduled upon the receipt of the formal authorized signing of the Sub Consulting Agreement between SUE Solutions and H.W. Lochner as well as the receipt of the Notice to Proceed from UDOT Region Two. It is anticipated that the Level B designating activities will take place during "normal" daytime hours and conditions. This work plan DOES NOT account for any weather related delays. In the event weather becomes an issue (lasting more than one (1) day in duration), SUE Solutions will contact H.W. Lochner to discuss possible course of action (possible Contract Modification). An estimate of eight (8) working days have been estimated for the Level B activities.

Exclusions:

- * ALL sewer facilities, ALL storm drain facilities, water service laterals, and traffic signal facilities **ARE NOT** included within this Work Plan as part of the Level B activities.

Deliverable:

- * Utility Contact List and Utility Owner mapping
- * Subsurface Utility Engineering (SUE) Level B field markings
- * Subsurface Utility Engineering (SUE) Level B photographs
- * Subsurface Utility Engineering (SUE) Level B Report

Tasks Include:

- * Identify Utility Companies within Project Limits

- * Notify Utility Companies of Project and Request Utility Records/Plans
- * Coordinate with existing utility owners (pertaining to the QL-B activities only)
- * Develop Subsurface Utility Engineering (SUE) Level B (Field markings only)

Activity: 3U3

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

Overview

SUE Solutions will provide SUE Level A services (test holes) to gather existing utility information such as depth, utility owner, utility feature size, utility feature material, etc. at locations to be determined by H.W. Lochner. The locations and quantities of the Quality Level A (potholing) activities are unknown. As part of this SUE work plan and budget, fifteen (15) test holes have been estimated and included as part of this SUE work plan and budget. As part of this process, SUE Solutions will meet and satisfy the traffic control requirements as well as contact Utility Owners prior to commencement inquiring their desires to be on-site while excavating. A schedule will be provided to Utility Owners for their information. ALL survey tasks associated to the SUE Quality Level A (potholing) activities are to be completed by ESI Engineering. ALL CAD related tasks associated to the Quality Level A (potholing) activities are to be completed by H.W. Lochner. SUE Solutions will coordinate the SUE Quality Level A activities, via phone call and email, with both ESI and H.W. Lochner, notifying them of the start date and time of the potholing.

Data Management (Survey and Mapping)

ESI Engineering is to provide ALL survey related tasks associated to the SUE Quality Level A activities. H.W. Lochner is to provide ALL CAD related tasks associated to the SUE Quality Level A activities.

Scheduling (Test Hole Schedule & Coordination of Level A Survey)

It is anticipated that the Level A test hole activities will take place during "normal" daytime hours and conditions. This work plan also DOES NOT account for any weather related delays. In the event weather becomes an issue (lasting more than one (1) day in duration), SUE Solutions will contact H.W. Lochner to discuss possible course of action (possible Contract Modification). Two and a half (2 ½) working days have been estimated for the Level A activities.

Deliverable:

- * SUE Level A File (test hole data sheets & photographs)

Tasks Include:

- * Level A Locating

UDOT Staffing Plan

| | | | |
|--------------------------|---|------------------------------|-------------|
| Contract Number: | NEW | Mod: | |
| Project Number: | F-R299(138) | PIN: | 10007 |
| Project Location: | Other: 13TH EAST; 124TH TO 132ND to: 1.00 for: 1.00 | | |
| | | UDOT Project Manager: | Lisa Zundel |

| Employee Name | Contract Job Title | Education/Certification | License Number | Hours | Current Rate | Proposal Rate | Approval Date |
|--------------------------------------|---------------------|-------------------------|----------------|-------|--------------|---------------|---------------|
| KAMP, SHAWN | PROJECT COORDINATOR | B.S. URBAN PLANNING | | 8 | \$34.50 | \$133.64 | NTP |
| Total Hours for SUE SOLUTIONS, INC.: | | | | 8 | | | |

UDOT Cost Proposal

| Contract Number: | NEW | Mod: | | |
|--------------------------------|---|--------------|--|--|
| Project Number: | F-R299(138) | PIN: | 10007 | UDOT Project Manager: Lisa Zundel |
| Project Location: | Other: 13TH EAST; 124TH TO 132ND to: 1.00 for: 1.00 | | | |
| Labor Costs | | | | |
| Employee Name | Contract Job Title | Hours | Proposal Rate | Labor Cost |
| KAMP, SHAWN | PROJECT COORDINATOR | 8 | \$133.64 | \$1,069.12 |
| | | Total Hours: | 8 | |
| | | | Total Direct Labor: | \$1,069.12 |
| Other Direct Charges | | | | |
| ODC Item | Unit of Measure | Qty | Item Cost | Extended Cost |
| QC OF SUE SRVY & CAD BY OTHERS | FOOT | 14,450.0 | \$0.090 | \$1,300.50 |
| QL-A POTHOLE MID SCALE ASPHLT | TEST HOLE | 14.0 | \$735.000 | \$10,290.00 |
| QL-A PTHOLE UNIMPRVD/DAY MID | TEST HOLE | 1.0 | \$655.000 | \$655.00 |
| SUE QL-B DESIGNATING MID SCALE | LINEARFOOT | 14,450.0 | \$1.480 | \$21,386.00 |
| TRAFFIC CONTROL | DAY | 2.5 | \$1,240.000 | \$3,100.00 |
| | | | Total Other Direct Charges: | \$36,731.50 |
| | | | Total Cost for SUE SOLUTIONS, INC.: | \$37,800.62 |

UDOT Hours Derivation

| | | | |
|------------------------------|---|-------------|-------|
| Contract Number: | NEW | Mod: | |
| Project Number: | F-R:299(138) | PIN: | 10007 |
| Project Location: | Other: 13TH EAST; 124TH TO 132ND to: 1.00 for: 1.00 | | |
| UDOT Project Manager: | Lisa Zundel | | |

| Employee Name | 2U1 | 3U3 | | | | | | | | | Total |
|---------------|-----|-----|--|--|--|--|--|--|--|--|-------|
| KAMP, SHAWN | 6 | 2 | | | | | | | | | 8 |

