



RIGHT OF WAY LOCAL GOVERNMENT CONTRACT

STATE OF UTAH
UTAH DEPARTMENT OF TRANSPORTATION
LOCAL GOVERNMENT
2021-2024 ROW LG SVCS POOL (SMALL PURCH)

CONTRACT NO. _____
EFFECTIVE DATE _____
TRACKING NO. _____

PIN No: 17867
Project No.: F-2236(1)2
PIN Description.: 2820 South; 7440 West to 7736 West
Finet Prog. No. 5554007R
Work Discipline: Row Acquisition Services

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

Wcec Engineers Inc Dbw Wall Consultant
Group (Wcg)
2139 South 1260 West

Salt Lake City, UT 84119
Legal Status of Consultant: For Profit Corporation
Fed ID No.: 86-1136352

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

2. **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 the Right-of-Way Work Disciplines identified above and as further described in Exhibit E.
3. **SCOPE OF WORK / CONTRACT PERIOD:** The Scope of Work will end August 31, 2023 and the Contract will terminate August 31, 2024 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 \$22,345.45 for costs authorized by this Contract as further described in Exhibit F.
5. **ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:**
Exhibit A – Certification of CONSULTANT
Exhibit B -- Standard Terms and Conditions
Exhibit C – Confidentiality and Conflict of Interest Disclosure Statement
Exhibit D -- Insurance
Exhibit E – Scope of Services to be Provided by the CONSULTANT
Exhibit F – 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 - Wcec Engineers Inc Dbw Wall Consultant Group (Wcg)

LOCAL AUTHORITY - Greater Salt Lake Municipal Services District

By: Nadia Bakr May 31, 2022
Title: ROW Acquisition Agent Date
Printed Name: Nadia Bakr

By: _____
Title: _____ Date
Printed Name: _____

UTAH DEPARTMENT OF TRANSPORTATION

DEPARTMENT Comptroller's Office

By: [Signature] May 31, 2022
Title: Director of Preconstruction Date

By: _____
Title: Contract Administrator Date

CERTIFICATION OF CONSULTANT

By signing this contract on behalf of the CONSULTANT, I hereby certify I am a duly authorized representative of [Wcec Engineers Inc Dbw Wall Consultant Group \(Wcg\)](#) and that neither I nor the CONSULTANT I represent have:

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

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

CERTIFICATION OF LOCAL AUTHORITY

By signing this contract on behalf of the LOCAL AUTHORITY, I hereby certify I am the duly authorized representative of [Greater Salt Lake Municipal Services District](#) and that the above CONSULTANT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to:

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

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

RECITALS

WHEREAS, LOCAL AUTHORITY has contracted with CONSULTANT to provide certain right of way services as described in Exhibit E.

WHEREAS, CONSULTANT represents that it has sufficient experienced personnel and equipment to perform, and LOCAL AUTHORITY desires CONSULTANT to perform said services.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, the parties hereto agree as follows:

1. **Scope of Services:** The LOCAL AUTHORITY desires CONSULTANT to perform those services which are described in the Scope of Work attached as Exhibit E and incorporated by reference, which relate to right of way services. The services may be more specifically described and may be modified pursuant to written instructions issued by LOCAL AUTHORITY and DEPARTMENT and accepted by CONSULTANT. The services shall be performed in accordance with information furnished to CONSULTANT by LOCAL AUTHORITY, DEPARTMENT and CONSULTANT shall be entitled to rely upon such information; provided that nothing contained in this Agreement shall limit or abrogate the obligation of CONSULTANT to diligently use best efforts to perform the services in the manner and within the given times. The LOCAL AUTHORITY and DEPARTMENT do not guarantee any amount of work to be provided to the CONSULTANT as the LOCAL AUTHORITY and DEPARTMENT has the sole discretion in determining the frequency of services that will be required

At such time as LOCAL AUTHORITY and DEPARTMENT desires CONSULTANT to perform additional services, LOCAL AUTHORITY and DEPARTMENT shall make a request for the performance of such additional services by issuing to CONSULTANT's contact listed in the Agreement a written request for additional services describing the additional services to be performed ("Request for Additional Services"). CONSULTANT shall perform the designated services pursuant to each Request for Additional Services for the compensation, and in accordance with the specified terms and conditions. The CONSULTANT may decline to perform any services that are outside the scope of services or are beyond the capability of CONSULTANT. CONSULTANT will provide written acknowledgement of acceptance to LOCAL AUTHORITY and DEPARTMENT within fifteen (15) days after receipt of each Request for Additional Services.

As a condition to CONSULTANT agreeing to render the services, CONSULTANT represents and warrants that the services contemplated by the Scope of Work, under any written instruction or Request for Additional Services are or will be in compliance with all applicable laws, the noncompliance with which would have a material adverse effect on the completion of the services by CONSULTANT. For these purposes, applicable laws shall mean any regulation, ordinance, statute, ruling, appeal, or any other legal pronouncement issued by a governmental agency, governmental organization, or court of law, which has jurisdiction over the parties. As a condition to CONSULTANT entering into this Agreement and if necessary, CONSULTANT warrants that it has or will obtain licenses to do business in the location in which the services are to be performed.

2. **Compensation:** For the performance of the services, DEPARTMENT shall pay CONSULTANT, as full and complete compensation, and in the manner and at the times specified in Sections 3 and 4 of the Agreement, a fee based upon the fee schedules as shown in Exhibit F (the "Fee Schedule").

3. **Costs and Expenses:** The Fees supplied by CONSULTANT are inclusive of all costs and expenses to be provided in the attached Fee Schedule. LOCAL AUTHORITY and DEPARTMENT shall not be liable to reimburse CONSULTANT for indirect costs and expenses including without limitation those routinely and customarily treated as general and administrative expenses by CONSULTANT.
4. **Payments:** Invoices shall be submitted by CONSULTANT to LOCAL AUTHORITY and DEPARTMENT on a monthly basis. In order to minimize delay of payment to CONSULTANT, CONSULTANT shall submit to LOCAL AUTHORITY and DEPARTMENT invoices for the prior month no later than thirty (30) calendar days of each month for processing and DEPARTMENT shall pay CONSULTANT within sixty (60) days from the receipt of the invoice.
5. **Period of Services:** This Agreement shall be applicable to all services authorized by LOCAL AUTHORITY and DEPARTMENT and accepted by CONSULTANT for the period stated in this contract subsequent to the effective date and completion date in Sections 12, 13 and 25. All authorized services shall be governed by the terms and conditions of this Agreement. Upon mutual agreement of the parties, this Agreement may be extended, re-negotiated, or terminated pursuant to Sections 12 and 13.
6. **Accounting and Audit of Costs:** CONSULTANT shall maintain books and accounts of the services rendered in accordance with generally accepted accounting principles and practices and in a manner compatible with CONSULTANT's established system of accounts. CONSULTANT shall make available to LOCAL AUTHORITY and DEPARTMENT such books and records for audit purposes at reasonable times during the term of this Agreement and for a period no less than the term of this contract.
7. **Responsibility of CONSULTANT:** CONSULTANT, its employees, and its approved subcontractors shall be responsible in the performance of the services under this Agreement for exercising the degree of skill and care required by customarily accepted good professional subcontracting and technical practices and procedures, including the skills and experience related to right of way work. If services performed by CONSULTANT, its employees, personnel, and subcontractors fail to meet the standards LOCAL AUTHORITY and DEPARTMENT may elect to have CONSULTANT correct or cause to be corrected any of the services of CONSULTANT, its employees, or subcontractors which fail to meet such standards where (i) such failure appears during the performance of CONSULTANT's services or within one (1) year from the date of completion of CONSULTANT's service, and (ii) LOCAL AUTHORITY and DEPARTMENT notifies CONSULTANT of any such failure within thirty (30) days following the discovery, but in no event later than thirteen (13) months from the completion of CONSULTANT's services requiring corrections. Any such corrections of the services shall be at no cost to LOCAL AUTHORITY or DEPARTMENT.

The obligations and duties to be performed by CONSULTANT under this Agreement shall be performed by persons qualified to perform such duties efficiently. CONSULTANT, if LOCAL AUTHORITY and DEPARTMENT shall so direct, shall replace any person employed by CONSULTANT with another qualified employee or subcontractor with prior approval from LOCAL AUTHORITY and DEPARTMENT. The LOCAL AUTHORITY and DEPARTMENT has the right to determine which employee or subcontractor works on part of the right of way services as defined in Exhibit E. CONSULTANT shall sign the Confidentiality Form contained in Exhibit C. If CONSULTANT uses any subcontractor, CONSULTANT shall require the subcontractor to sign the Confidentiality Form.

8. **Compliance with the John S. McCain National Defense Authorization Act:** The CONSULTANT certifies conformance and continued conformance with Public Law 115-232, § 889 and 2 CFR § 200.216. *(Provision added September 28, 2020.)*

9. **Insurance:** CONSULTANT and its approved subcontractors shall take out and maintain insurance consistent with the requirements. CONSULTANT will furnish to LOCAL AUTHORITY and DEPARTMENT Certificates of Insurance, signed by its insurance carriers, evidencing the insurance required. Each certificate will provide that at least 30 days' prior written notice will be given to LOCAL AUTHORITY and DEPARTMENT in the event of cancellation, suspension, or material change in the policy to which it relates. Notwithstanding anything contained in this Agreement to the contrary, in no event will LOCAL AUTHORITY and DEPARTMENT have any liability to the insurers for payment of premiums. It is expressly agreed and understood that the cost of premiums and the deductibles for insurance required by this Section will be paid by CONSULTANT. LOCAL AUTHORITY and DEPARTMENT shall be named as additional insureds.

CONSULTANT shall maintain the following insurance in full force and effect during the term of this Agreement from a carrier duly licensed to do business in the State of Utah and must meet the specific A M Best rating or better at the time this contract is executed.

- A. **Comprehensive Motor Vehicle Liability Insurance:** CONSULTANT shall maintain insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence and having an A M Best rating of A-class VIII or better. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate.
- B. **Worker's Compensation Insurance:** CONSULTANT shall maintain a Worker's Compensation Plan covering all of its employees as required by Utah law, either through Worker's Compensation Insurance issued by an insurance company or through a plan of self-insurance. If employees are covered by Workers Compensation Fund of Utah, then the A M Best rating is not required in this area.

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. **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 DEPARTMENT. The amount billed to the LOCAL AUTHORITY and 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 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 50% of the total contract amount with its own staff. (*Provision revised 7/3/2019.*)

11. **Personnel/Staffing Plan:** For any change in key personnel from that specifically identified in Exhibit E of this contract, the CONSULTANT must provide an equivalent or better qualified replacement subject to DEPARTMENT and LOCAL AUTHORITY approval. Any change in personnel from that specifically identified in Exhibit E of this contract, must be approved by the DEPARTMENT and LOCAL AUTHORITY 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 September 28, 2020.*)

12. **Indemnification:** CONSULTANT will indemnify and save harmless the State of Utah, the LOCAL AUTHORITY and DEPARTMENT, its officers, employees, and agents (collectively, the "Indemnitees") against and from any claim, suit, liability, loss, or expense (including, without limitation, reasonable attorneys' fees) arising out of CONSULTANT's negligent, grossly negligent or wrongful performance of services, whether such claim or liability is based in contract, tort, or strict liability. The CONSULTANT shall be liable for any indirect, consequential loss or damage but not including loss of profit or business interruption. Further, CONSULTANT will not be required to indemnify Indemnitees where a claim or liability results solely from the negligent acts or intentional wrongful acts of Indemnitees.
13. **Ownership of Drawings, Documents and Intellectual Property Rights:** CONSULTANT agrees that all reports, surveys, studies, specifications, memoranda, drawings, and other documents furnished by CONSULTANT, or by any subcontractor to CONSULTANT, and used in the performance of the services will be the sole and exclusive property of LOCAL AUTHORITY and DEPARTMENT to use for any purpose by LOCAL AUTHORITY and DEPARTMENT without additional compensation to CONSULTANT. CONSULTANT will not release or publish any data or documents used in the performance of the services without the prior written consent of LOCAL AUTHORITY and DEPARTMENT.
14. **Termination without Cause:** LOCAL AUTHORITY and DEPARTMENT may for their convenience terminate this Contract by giving CONSULTANT notice of such termination. Immediately upon receipt of such notice, CONSULTANT will stop performing the services and will mitigate to the fullest extent reasonably possible, all damages or expenses incurred by CONSULTANT in the event of such termination. Upon termination of this Contract pursuant to this Section, LOCAL AUTHORITY and DEPARTMENT will pay to CONSULTANT all payments due for services actually performed and actual expenses incurred by CONSULTANT as allowed by Sections 2 and 3.
15. **Termination for Cause:** Should CONSULTANT neglect, delay or discontinue the work provided in this Agreement which action has a material adverse effect on the successful completion of the services or violate any material provision of this Agreement, without the written consent of LOCAL AUTHORITY and DEPARTMENT, any such acts or delay shall constitute default by CONSULTANT under this Agreement and LOCAL AUTHORITY and DEPARTMENT shall give CONSULTANT notice of such default in writing and, if CONSULTANT fails to commence to correct and to diligently pursue the correction of such default within five (5) business days of the written notice of default, LOCAL AUTHORITY and DEPARTMENT shall have the right to terminate this Agreement. In the event of termination of this Agreement pursuant to this Section, LOCAL AUTHORITY and DEPARTMENT will have the right to take over the services and prosecute the same to complete the services. LOCAL AUTHORITY and DEPARTMENT will pay to CONSULTANT all payments due for services actually performed, and actual expenses incurred by CONSULTANT and as allowed by Sections 2 and 3.
16. **CONSULTANT as Independent Contractor:** CONSULTANT is an independent contractor with respect to its performance of the services under this agreement. Services shall be performed in accordance with the LOCAL AUTHORITY and DEPARTMENT's rules and policies, the terms of this Agreement, and all applicable laws. Neither the CONSULTANT, its approved subcontractors, its suppliers, nor the employees of any of them will be deemed to be agents, representatives, employees, or servants of the LOCAL AUTHORITY or the DEPARTMENT in the performance of the services or otherwise.
17. **Compliance with Laws:** CONSULTANT will not wrongfully discriminate against any employee or applicant for employment because of age, race, color, religion, sex or national origin, physical or mental impairment. CONSULTANT will take affirmative action to ensure that such applicants are employed, and that employees are treated, during employment, without regard to their age, sex, race, religion, color, and national origin, physical or mental impairment. CONSULTANT agrees to

comply with all Applicable Laws regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age.

18. **Waiver:** The failure of either party hereto to enforce strict performance of any of the terms or conditions of this Agreement, or to exercise any right conferred, shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such terms or rights on any future occasion.
19. **Severability:** In the event that any of the provisions, or portions or applications of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, CONSULTANT and LOCAL AUTHORITY and DEPARTMENT shall negotiate an equitable adjustment in the provisions of this Agreement with a view toward affecting the purpose of this Agreement. In the event the parties fail to agree on the terms of such an adjustment and if the provision is held invalid or unenforceable because the fulfillment of such provision would involve exceeding the limit of validity prescribed by law, then upon the occurrence of said determination, the obligation to be fulfilled shall be reduced to the limit of validity prescribed by law. If the provision cannot be modified so as to be enforceable under existing laws, this Agreement shall be construed and enforced as if such provision had not been included herein and the validity and enforceability of the remaining provisions, or portions of applications, shall not be affected.
20. **Entire Agreement:** This Agreement, including all its Exhibits, which are hereby incorporated by this reference, constitutes the entire Agreement between the parties hereto relating to the subject matter and supersedes any previous contracts, agreements or understandings.
21. **Confidentiality:** CONSULTANT agrees not to disclose to third parties, without prior written consent from LOCAL AUTHORITY and DEPARTMENT, any information obtained from or through LOCAL AUTHORITY and DEPARTMENT in connection with the performance of this Agreement unless (i) the information is, at the time of disclosure by CONSULTANT, then in the public domain; or (ii) the information is known to CONSULTANT prior to obtaining the same from LOCAL AUTHORITY and DEPARTMENT or (iii) the information is obtained by CONSULTANT from a third party who CONSULTANT had no reason to believe the information had been received, directly or indirectly, from LOCAL AUTHORITY and DEPARTMENT under a duty of confidentiality.
22. **Communication and Authority:** CONSULTANT agrees to cooperate and coordinate with LOCAL AUTHORITY and DEPARTMENT in all aspects of performance of this Agreement, and to communicate frequently with appropriate LOCAL AUTHORITY and DEPARTMENT's personnel regarding progress of services, including key and important decisions regarding the Agreement and the work performed. Both parties shall designate in writing, specific employed personnel who shall serve as points-of-contact and authorized representatives for the respective parties as to the services performed under this Agreement. All services to be performed shall be subject to the direction and approval of LOCAL AUTHORITY and DEPARTMENT.
23. **Applicable Law:** The essential validity of this Agreement and all matters pertaining thereto, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties and interpretation or construction, shall be construed and governed by the laws of the state of Utah the services are performed; the parties further agree that the proper jurisdiction and venue of any claims, cause of action or litigation arising out of this Agreement shall be within the state of Utah.
24. **Rights and Benefits:** CONSULTANT's services will be performed solely for the benefit of LOCAL AUTHORITY and DEPARTMENT and not for the benefit of any other persons or entities.
25. **Disputes:** In the event that a dispute should arise relating to the performance of the services to be provided and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs of litigation, court costs, attorneys' fees and other related expenses.

26. Equal Employment Opportunity: CONSULTANT shall ensure compliance by its employees and any approved subcontractor with all requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000d), Federal Executive Order No. 11246, regulations of the U.S. Department of Labor issues thereunder, the regulations of the federal Department of Transportation issued thereunder, and the Americans with Disabilities Act, as they may be amended from time to time. Accordingly, during the performance of this Agreement, the CONSULTANT and any subcontractor agree as follows:

- A. *Compliance with Regulations:* The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as 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, sex, age, disability, income status, national origin, gender identity or sexual orientation in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 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 Subcontractors, 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 procurement of materials or leases of equipment, each potential subcontractor 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, sex, age, disability, income status, national origin, gender identity or sexual orientation.
- 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 LOCAL AUTHORITY and 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 LOCAL AUTHORITY and DEPARTMENT, as appropriate, 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 LOCAL AUTHORITY and DEPARTMENT shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - I. Withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies, and/or
 - II. 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 procurement 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 subcontractor procurement as the LOCAL AUTHORITY and DEPARTMENT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the LOCAL AUTHORITY and DEPARTMENT to enter into such litigation to protect the interests of the LOCAL AUTHORITY and DEPARTMENT, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

- 27. Consultant Job Vacancies:** CONSULTANT agrees, for the duration of the contract, to provide CONSULTANT'S name, contact information, and information about CONSULTANT's job vacancies on the PROJECT to the Utah Department of Workforce Services to facilitate job inquiries by the public pursuant to Utah Code Sections 63G-6a-107.7(4) and 35A-2-203(5)(b). This requirement does not apply when CONSULTANT fills a vacancy with a current employee and does not preclude CONSULTANT from advertising job openings in other forums throughout the state. *(Provision added September 28, 2020.)*

- 28. Notices:** Any notice provided for or required hereunder shall be given in writing to the following:

DEPARTMENT:

Utah Department of Transportation
Group (Wcg)
Right of Way Division
4501 South 2700 West, 4th Floor
PO Box 148420
Salt Lake City, Utah 84114-8420
Attention: Local Government ROW Liaison

CONSULTANT:

Wcec Engineers Inc Dbw Wall Consultant

2139 South 1260 West
Salt Lake City, UT 84119

- 29. 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 LOCAL AUTHORITY and 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.

- 30. 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 of the parties, 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 product 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 in accordance with applicable procurement law.

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.

31. **Notices:** Any notice **provided** for or required hereunder shall be given in writing to the LOCAL AUTHORITY, DEPARTMENT AND CONSULTANT.

CONFIDENTIALITY FORM and CONFLICT-OF-INTEREST DISCLOSURE STATEMENT

By signing this contract, CONSULTANT agrees to this Confidentiality Form and Conflict of Interest Disclosure Statement.

CONSULTANT has been retained by the LOCAL AUTHORITY and DEPARTMENT to provide right of way services.

In order to maintain the LOCAL AUTHORITY and DEPARTMENT's standards, all information regarding the appraised or negotiated values are considered to be privileged information and should be held in strict confidence. This confidential information shall be released to the property owner or his or her designated agent as required for relocation purposes but shall not be disclosed to other parties unless said disclosure is authorized by the LOCAL AUTHORITY and DEPARTMENT.

Appraisal documents, written comments and or records of negotiation should also be considered confidential documents. However, these are subject to disclosure by the LOCAL AUTHORITY and DEPARTMENT upon request from the property owner or his or her agent. As such, all written documentation must be professionally prepared and be free of inappropriate personal comments.

As a CONSULTANT for the LOCAL AUTHORITY and DEPARTMENT, I affirm that I do not have any financial interest or other type of interest in any property acquisition, relocation benefits or the project. As a CONSULTANT, I further affirm that I do not have any agreement, enforceable promise, or guarantee to provide any future work or result on any LOCAL AUTHORITY and DEPARTMENT project. I have no associations, personal, professional or business relationships with anyone who has a financial interest in the outcome of this project, any property acquisition or relocation benefits, nor does anyone with a financial interest in the outcome of any LOCAL AUTHORITY and DEPARTMENT project exercise any control over the preparation of appraisals, negotiated acquisitions or offer of relocation assistance. Every employee of CONSULTANT doing work for the LOCAL AUTHORITY and DEPARTMENT needs to sign the Confidentiality Form – Conflict-of-Interest Disclosure Statement.

Any CONSULTANT desiring a debriefing on what is a CONFLICT OR CONFIDENTIAL INFORMATION shall directly contact the LOCAL AUTHORITY and DEPARTMENT.

INSURANCE

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

Insurance	Full Waiver	Aggregate Waiver	Expiration Date	Insurance Carrier	Policy Number	Each Occurrence Limit	General Aggregate Limit	Additional Endorsement
AUTOMOBILE LIABILITY	N	N	8/4/2022	STATE AUTO INSURANCE	10034016 CA	\$1,000,000	\$0	N
EXCESS/UMBRELLA LIABILITY	N	N	10/30/2022	STATE AUTO INSURANCE	10101822 CU	\$1,000,000	\$1,000,000	N
GENERAL LIABILITY	N	N	10/30/2022	STATE AUTO INSURANCE	10101820 CB	\$2,000,000	\$4,000,000	Y
PROFESSIONAL LIABILITY	N	N	10/30/2022	HISCOX	ANE 236074220	\$3,000,000	\$4,000,000	N
WORKERS COMPENSATION	N	N	3/1/2023	AMERICAN ZURICH INSURANCE CO	WC-55-35-495-09	\$1,000,000	\$0	N

Project Right of Way Services Scope of Work

The CONSULTANT is required to provide right of way services for the LOCAL AUTHORITY for the project listed below. The CONSULTANT may not modify any of the DEPARTMENT's standard right of way documents as used by the LOCAL AUTHORITY. The CONSULTANT will follow the Uniform Relocation Act; UDOT's Right of Way Operation Manual; UDOT's Right of Way Design Manual, and will comply with all applicable Utah and Federal laws and Administrative Rules in all real estate services provided for this project.

PIN: 17867
Project Contract Ref No. F-2236(1)2
Contract Name: 2820 South; 7440 West to 7736 West
Agent: Nadia R Bakr

The CONSULTANT will be responsible for supervising staff and consultant agents and all sub consultants who are specialized in one or more of the following fields, if applicable:

- Acquisition Services;
- Administrative Compensation Estimate (ACE);

Scope Documents:

- (a) Approval Memo
- (b) Detailed Work Plan
- (c) Personnel/Staffing Plan
- (d) Schedule

Contract execution will be issued through an email notification generated by CMS. Notice to proceed for this contract will be issued through an email NTP notification. Authorization to begin work from any other source will result in non-payment of services completed prior to formal NTP.



UDOT Consultant Services

Contract Approval Memo

Memo Printed on: May 26, 2022 1:26 PM



PM Approval Date: May 26, 2022

UDOT PM: Jolene Ottley

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

PROJECT INFORMATION

PIN: 17867
Project No.: F-2236(1)2
Job/Proj:
PIN Description: 2820 South; 7440 West to 7736 West

CONTRACT INFORMATION

CS Admin: Cali P. Bastow
Contract No.: New Acquisition Services
Mod No.:
SOW Completion Date: August 31, 2023
Contract/Mod Amount: \$22,345.45
Fee Type: UNIT PRICE
Selection Method: ROW POOL SMALL PURCHASE
Period:
Phase: RIGHT OF WAY
Disciplines: ROW ACQUISITION SERVICES

CONTACTS

Consultant	Local Government
WCEC ENGINEERS INC DBA WALL CONSULTANT	Greater Salt Lake Municipal S
Nadia R Bakr	Crystal Hulbert
2139 SOUTH 1260 WEST	2001 S STATE STREET
SALT LAKE CITY, UT 84119	SUITE #N3 600 ,
	SALT LAKE CITY, UT 84190
	(801) 301-7704
	CHULBERT@SLCO.ORG



UDOT Consultant Services Local Government Contract Memo

Memo Printed on: May 26, 2022 1:26 PM



PROJECT INFORMATION

PIN: 17867
Project No.: F-2236(1)2
Job/Proj:
PIN Description: 2820 South; 7440 West to 7736 West

CONTRACT INFORMATION

CS Admin: Cali P. Bastow
Contract No.: New Acquisition Services
Mod No.:
SOW Completion Date: [August 31, 2023](#)
Contract/Mod Amount: [\\$22,345.45](#)
Cumulative Amount: [\\$22,345.45](#)
Fee Type: UNIT PRICE
Selection Method: ROW POOL SMALL PURCHASE
Period:
Phase: RIGHT OF WAY
Discipline: ROW ACQUISITION SERVICES

CONTACTS

<u>Consultant</u>	<u>Local Government</u>
WCEC ENGINEERS INC DBA WALL CONSULTANT	Greater Salt Lake Municipal Services District
Nadia R Bakr	Crystal Hulbert
2139 SOUTH 1260 WEST	2001 S STATE STREET
SALT LAKE CITY, UT 84119	SUITE #N3 600
	SALT LAKE CITY, UT 84190
(801)891-9347	(801) 301-7704
nadia.bakr@wgcg.us	CHULBERT@SLCO.ORG

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

WCEC ENGINEERS INC DBA WALL CONSULTANT GROUP (WCG)

Prime

UDOT CMS Contract Executive Summary

Contract Number:	NEW	Mod:	Project Number:	F-2236(1)2	PIN:	17867
UDOT Primary Contact:	Jolene Ottley					
PIN Description:	2820 South; 7440 West to 7736 West					

Brief Description

WCG will perform ROW services including 10 acquisitions and performing 6 Administrative Compensation Estimates (ACE).

Project Team

Nadia Bakr will perform the acquisitions and the ACE's.

Assumptions

There will be ten (10) acquisitions.

Six (6) ACE's will be performed.No relocations are expected.

Condemnation will be used if negotiations fail.

Phasing

Most likely no phasing is needed.

Fee Type

This will be a unit-price per parcel.

WCEC ENGINEERS INC DBA WALL CONSULTANT GROUP (WCG)

Prime

UDOT CMS Contract Work Plan

Contract Number:	NEW	Mod:	Project Number:	F-2236(1)2	PIN:	17867
UDOT Primary Contact:	Jolene Ottley					
PIN Description:	2820 South; 7440 West to 7736 West					

Activity: 4L3.0 - ACQUISITION SERVICES

4L3.0 - Acquisition Services:

Acquisition Agent:

The Consultant will be responsible for supervising staff that are specialized in real property acquisition. The Department Project Manager (PM) and Right of Way Project Lead (ROW Lead) will delegate work assignments, monitor quality of work and will provide input on performance. The Consultant will provide consultation, make recommendations, give appropriate advice, and perform the necessary services.

Task 1 Acquisition Services:

Acquisition Preparation:

For acquisition work, the Consultant assigned to each ownership; will follow and comply with the Real Property Acquisition Policy of 1970 as Amended (Uniform Act) and UDOT' Operations Manual

- The number of Acquisitions has been identified, but there may be additional work associated with the Acquisition Services. This may include additional offers for lease hold interests.
- If there are multiple offers, the Consultant must inform the Department (PM and ROW Lead).

Acquisition package:

- The Department will provide the Consultant with an electronic copy of the Ownership Report, Copies of Deeds and/or Easement(s), Right of Way Map for each parcel, an Appraisal, a Review Appraisal or Administrative Compensation Estimate (ACE) stamped by the Department for Just Compensation approval.
- If directed by the Department, the Consultant will schedule and coordinate a Home Inspection.

Negotiations:

The Consultant will contact each owner personally. For those owners out of state or those living in remote places, owners are to be contacted by registered mail. The Consultant will present to the owner the following, but not limited to: Mandatory Offer Letter, Ombudsman' Acquisition Brochure - Your Guide to Just Compensation, Offer to Purchase, Statement of Just Compensation, Right of Way Contract, Deed(s) and/or Easement(s), Right-of-Way Map covering the parcels that need to be acquired on each subject ownership, Executive Summary of Property Owner' Rights and Appraisal or ACE. The Consultant will obtain Estoppel letters from Tenants on total acquisitions. The Consultant will go over each item on the Acquisition Interview checklist with the property owner. The checklist is to be included in the completed Acquisition file as verification that all items on the checklist were discussed. The consultant shall

make contact with the property owner weekly throughout negotiations at a minimum and note these contacts in the agents log.

Failed Negotiations:

If the Consultant is unable to settle with the property owner within a 30 day negotiation period, the Consultant shall contact the ROW Lead to discuss issues and solutions which may include:

- Consultation with the Office of the Property Rights Ombudsman.
- A 4-Options Letter which must be approved by the Department.
- Title must be ordered and Claimant notices sent out prior to the file being submitted for condemnation.
- The Consultant will have two weeks from the date of delivery of the 4-Options Letter to discuss the Property Owner' decision concerning the possibility of a Right of Occupancy, Condemnation or agreeable time frame to complete the Acquisition.
- Right of Occupancy (ROO) must be approved by the Department.
- A ROO must be submitted electronically and by hard copy to the UDOT Coordinator with an outline of the issues and an action plan with dates and solutions to be completed by the Acquisition Agent.
- The Consultant is required to have weekly contact with the property owner to try and resolve the issues within the next 180 days from the approval of the ROO by the Right of Way Director.
- If after 180 days, an agreement cannot be reached, a 3-Options Letter must be provided to the property owner and all of their options explained.
- Consultant is either successful in completing the negotiations and completes the Acquisition file or begins the condemnation process.

Condemnation:

- No Condemnation Action is allowed to begin until the property owner(s) is/are given 30 days to review all of the documentation and the offer presented to them.
- The Consultant is required to complete and submit to the Department an electronic Condemnation file no earlier than 30 days of failed negotiations if a ROO is not executed.
- The Consultant is required to complete and submit to the ROW Lead an electronic Condemnation file within 180 days of the executed ROO if a contract is not executed.

Logs:

It will be the Consultants' responsibility to maintain and post entries into the Agents Log within 24 hours after each and every contact, or attempted contact, with the property owner. Each entry will contain the date of each contact, or attempted contact, with the owner and a summary of each conversation and negotiation. The Consultant will be responsible to follow Department policies and procedures in every Acquisition. The Consultant is expected to make contact every week with the owner at a minimum. All Agent Logs are to be stored in UDOT' ePM system for each project and parcel.

Weekly updates:

The Consultant is responsible to email weekly updates to the Department.

Purchase Contracts and Documents:

- The Consultant will be provided or have access to all of the UDOT standard ROW Contracts, Forms and Documents required in the Acquisition process and will be responsible for completing these forms and ensuring their accuracy.
- If other information is needed, such as construction maps, etc., contact the ROW Lead.
- The Consultant is authorized and will negotiate based on the approved compensation value. If

they cannot reach a settlement, the Consultant will contact the Department for all other approvals.

- If a tenant or lessee occupies the subject property under a leasehold interest, the Consultant is required to have both the property and tenant/lessee sign the Right of Way contract.
- Any additions and/or alterations to standard contract verbiage must be approved in writing (email) by the ROW Lead. A copy of these email approvals must be submitted with the completed package. All additions to the ROW Contract are subject to the approval of the ROW Director.

Construction Features:

Any construction features requested, other than those shown in the construction plans, must have approval by the Project Manager to be included in the ROW Contract. All construction additions to the ROW Contract are subject to the approval of the ROW Director.

Closing Tasks:

- The Consultant will verify all closings at a title company are complete.
- The Consultant will verify and have a recorded deed and the final signed Settlement Statement (HUD) scanned into ProjectWise.
- The Consultant will verify that all closing and recording information has been entered into ePM.

Final File:

The final Acquisition packet or condemnation will be completed and delivered to Department as agreed in this scope of work. A final Acquisition file is either a completed Acquisition package with signed contract or a submitted Condemnation file.

Deliverables:

A completed electronic Acquisition package with the signed contract or the complete electronic Condemnation file shall be promptly delivered to the Department Coordinator. (See Documentation Naming Conventions below). All original executed Deeds to be delivered to the UDOT Coordinator within 48 hours of the electronic Acquisition file being submitted.

Task 2 General:

Change Procedures:

- Changes to completed, or partially completed, work products that may require a change to the project scope, schedule or budget, must be brought to the attention of the Department (PM and ROW Lead).
- Completion delays beyond the control of the Consultant or delays resulting from the actions of the Department may require a renegotiated due date. The Consultant shall provide prompt written notice of unexpected conditions or other reasons that might cause a delay to the Department (PM and ROW Lead).

Task 3 Project Requirements / Document Naming Conventions:

- Assignments will not be considered complete until UDOT (ROW Lead and Project Coordinator) receives an electronic copy of the acquisition/condemnation file named with the proper naming convention (as found in the current UDOT Right Of Way ProjectWise Guide) along with a returned signed contract and conflict of interest form. Send all electronic copies of the acquisition file to the UDOT Project Coordinator on this contract.

UDOT CMS Staffing Plan

Contract Number:	NEW	Mod:		Project Number:	F-2236(1)2	PIN:	17867
UDOT Primary Contact:	Jolene Ottley						
PIN Description:	2820 South; 7440 West to 7736 West						

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date	Key
BAKR, NADIA	DIRECTOR OF REAL ESTATE	COLLEGE		1	\$59.68	\$145.45	NTP	Y
Total Hours for WCEC ENGINEERS INC DBA WALL CONSULTANT GROUP (WCG):				1				

Project Right of Way SERVICES FEE SCHEDULE

The DEPARTMENT agrees to compensate the CONSULTANT for the above described services on behalf of the LOCAL AUTHORITY in Exhibit E based on the following fee schedules:

Project Contract Ref No. **F-2236(1)2**
Contract Name: **2820 South; 7440 West to 7736 West**

Schedule:

- (1) Completion: All work shall be completed by **August 31, 2023**. If additional time is required beyond the Scope of Work Completion Date, the CONSULTANT shall submit a "Contract Date Extension Modification" to the DEPARTMENT for approval and processing.
- (2) Contract Period: The Contract will terminate **August 31, 2024**, unless otherwise extended or canceled in accordance with the terms and conditions of this contract.
- (3) Special Instructions: As part of this contract, final payment will NOT be provided by the DEPARTMENT until all records and documentation have been scanned, uploaded into UDOT's ProjectWise using UDOT's "Right of Way Projectwise Guide", and an audit conducted by a DEPARTMENT Project Coordinator accepting the CONSULTANTS work.

Total for this contract, not to exceed **\$22,345.45**

UDOT CMS Cost Proposal

Contract Number:	NEW	Mod:		Project Number:	F-2236(1)2	PIN:	17867
UDOT Primary Contact:	Jolene Ottley						
PIN Description:	2820 South; 7440 West to 7736 West						

Labor Costs				
Employee Name	Contract Job Title	Hours	Proposal Rate	Labor Cost
BAKR, NADIA	DIRECTOR OF REAL ESTATE	1	\$145.45	\$145.45
Total Hours:		1		
Total Direct Labor:				\$145.45
Other Direct Charges				
ODC Item	Unit of Measure	Qty	Item Cost	Extended Cost
ACE	EACH	6.0	\$700.000	\$4,200.00
ACQUISITION	UNIT	10.0	\$1,800.000	\$18,000.00
Total Other Direct Charges:				\$22,200.00
Total Contract Cost:				\$22,345.45

UDOT CMS Hours Derivation

Contract Number:	NEW	Mod:		Project Number:	F-2236(1)2	PIN:	17867
UDOT Primary Contact:	Jolene Ottley						
PIN Description:	2820 South; 7440 West to 7736 West						

Employee Name	4L3.0															Total
BAKR, NADIA	1															1

UDOT CMS Hours Derivation

Contract Number:	NEW	Mod:		Project Number:	F-2236(1)2	PIN:	17867
UDOT Primary Contact:	Jolene Ottley						
PIN Description:	2820 South; 7440 West to 7736 West						

	4L3.0															Total
Firm Activity Totals:	1															1
	4L3.0															Total
Transaction Activity Totals:	1															1

ROW Schedule - 10 Ownerships pin #17867			JUNE				JULY				AUG				SEP				OCT				NOV				DEC				JAN				FEB							
Action Items	start	end	6	13	20	27	4	11	18	25	1	8	15	22	29	5	12	19	26	3	10	17	24	31	7	14	21	28	1	8	15	22	29	5	12	19	26	2	9	16	23	
1. Receipt of ROW documents for 10 parcels	6/6/2022	6/20/2022																																								
2. Appraisals or Compensation Estimates performed	6/20/2022	8/19/2022																																								
3. Make Offers	7/1/2022	8/25/2022																																								
4. Negotiations	7/1/2022	10/1/2022																																								
5. 4-Options Letter (if necessary)	8/15/2022	9/19/2022																																								
6. Condemnation (if necessary)	8/29/2022	11/10/2022																																								