



LOCAL GOVERNMENT CONTRACT

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

CONTRACT NO. _____
EFFECTIVE DATE _____
TRACKING NO. _____

Project No.: F-LC35(248)
PIN Description: 4100 S; 4000 W, 2700 W & 1300 W Signal Imps
FINET Prog No.: 5433515D
PIN No.: 12225
Work Discipline: Preconstruction Engineering

1. **CONTRACTING PARTIES:** This contract is between West Valley City & City of Taylorsville, referred to as LOCAL AUTHORITY and

Avenue Consultants
6575 So. Redwood Rd, Ste 101
Taylorsville, UT 84123

Legal Status of Consultant: For Profit Corporation

Fed ID No.: 56-6673543

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

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

3. **PROJECT/CONTRACT PERIOD:** The project/contract will terminate May 31, 2016, 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 \$466,397.24 for costs authorized by this Contract as further described in Attachment D.

5. **ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:**

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

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

CONSULTANT - Avenue Consultants

By: 2/10/15
Title: PRINCIPAL Date
Printed Name: MELVIN E. SPOOLY

LOCAL AUTHORITY - West Valley City

By: _____
Title: _____ Date
Printed Name: _____

UTAH DEPARTMENT OF TRANSPORTATION

By: _____
Title: Engineer for Preconstruction Date

LOCAL AUTHORITY - City of Taylorsville

By: 10 FEB 2015
Title: City Public Administrator Date
Printed Name: John Taylor

APPROVED AS TO FORM
West Valley City Attorney's Office

By:
Date: 2.11.15

DEPARTMENT Comptroller's Office

By: _____
Title: Contract Administrator Date

By signing this contract on behalf of the CONSULTANT, I hereby certify I am a duly authorized representative of Avenue Consultants 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.

CERTIFICATION OF LOCAL AUTHORITY

By signing this contract on behalf of West Valley City, I hereby certify I am a duly authorized representative of this LOCAL AUTHORITY 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.

CERTIFICATION OF LOCAL AUTHORITY

By signing this contract on behalf of City of Taylorsville, I hereby certify I am a duly authorized representative of this LOCAL AUTHORITY 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:

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

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

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

1. **AUTHORITY:** Provisions of this contract are pursuant to 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 50% 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:** Submission of right of way acquisition packages are required to follow the *UDOT Right of Way ProjectWise Naming Convention and Attributing Guide*, as amended, which is incorporated herein by this reference. The Guide may be found on the UDOT website www.udot.utah.gov/go/rowprojectwiseguide. (Provision revised September 30, 2013.)
31. **GOVERNMENT RECORDS AND ACCESS MANAGEMENT ACT:** Pursuant to the Government Records Access and Management Act, Title 63G, Chapter 2, Utah Code Annotated, the CONSULTANT understands that if it believes that any records it submits to the DEPARTMENT and/or LOCAL AUTHORITY should be considered confidential for business purposes under Utah Code Ann. §63G-2-309, it must attach written notice of that opinion to the record when it first submits it. The CONSULTANT understands that the DEPARTMENT and/or LOCAL AUTHORITY will not treat any such record as confidential under Section 63G-2-309 absent such written notification. Additionally, the CONSULTANT agrees that neither the State of Utah, the DEPARTMENT and/or LOCAL AUTHORITY, nor any of their agents or employees are responsible for disclosure of any record that the CONSULTANT considers confidential if either the State Records Committee or a court orders it released.
32. **WORK ACCEPTANCE:**
- (a) All work performed under this contract shall be performed in accordance with Standards, Specifications, Manuals of Instruction, Policies and Procedures established by the DEPARTMENT. All work shall be subject to the approval of the LOCAL AUTHORITY and the DEPARTMENT through its designated representatives. When the work is Federally funded, the LOCAL AUTHORITY and the DEPARTMENT will coordinate with the Federal Highway Administration (FHWA) to obtain concurrence in the work.
- (b) **Reviews and Quality Assurance:** All contracts require a quality control / quality assurance plan and checklist. For design projects specifically, the CONSULTANT shall provide a project specific QC/QA plan that meets or exceeds the DEPARTMENT'S standard QC/QA plan located on the DEPARTMENT web page at www.udot.utah.gov/go/qcqa which is hereby incorporated by reference into this contract. If the CONSULTANT elects to use its own QC/QA plan, that plan shall, as a minimum, contain the requirements of the DEPARTMENT'S plan and be approved by

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

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

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

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

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:**

The consultant must assemble a design team and design a complete advertisement package with supporting documents which includes but are not limited to the following:

- Operation & Safety Analysis Report
- Environmental Study Report
- Survey and monument staking
- ROW design and package ready for review and acquisition and any Q package
- Subsurface Utilities Engineering
- Signal, ATMS, and intersection design
- Roadway, Pavement, & Hydraulics Design
- Possible retaining wall design

All other engineering services required for approval of plans and specifications with UDOT and FHWA.

2. SCOPE DOCUMENTS:

Following are the scope items contained in this attachment pages 2 through 21:

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

- (1) Completion: All work shall begin within seven (7) days of notice to proceed and shall be completed by May 31, 2016.
- (2) Project/Contract Period: The project/contract will terminate May 31, 2016, unless otherwise extended or canceled in accordance with the terms and conditions of this contract. If additional time is required beyond the project completion date, the CONSULTANT shall submit a "Contract Time Extension Modification" to the LOCAL AUTHORITY and the DEPARTMENT'S Project Manager for approval and processing.



UDOT Consultant Services Contract Approval Memo

Memo Printed on: January 26, 2015 12:04 PM



PM Approval Date: January 23, 2015

UDOT PM: Oanh Amber Le-Spradlin

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: 12225
Project No.: F-LC35(248)
Job/Proj:
PIN Description: 4100 S; 4000 W, 2700 W & 1300 W Signal Imps

CONTRACT INFORMATION

CS Admin: Devon Tonks
Contract No.: New Preconstruction Engineering
Mod No.:
Expiration Date: May 31, 2016
Contract/Mod Amount: \$466,397.24
Fee Type: COST PLUS FIXED FEE
Selection Method: POOL - GE / LG (RPLOQ)
Period: 2013-2016 GE / LG
Phase: PRELIMINARY ENGINEERING
Discipline: PRECONSTRUCTION ENGINEERING

CONTACTS

Consultant	Local Government	Local Government #2
AVENUE CONSULTANTS	West Valley City	City of Taylorsville
Blake Unguren	Erik Brondum	Kirsten Heins
6575 SO. REDWOOD RD, STE 101 TAYLORSVILLE, UT 84123	3600 CONSTITUTION BLVD WEST VALLEY CITY, UT 84	2600 W TAYLORSVILLE BL TAYLORSVILLE, UT 84118
	(801) 232-0483 ERIK.BRONDUM@WVC-UT	(801) 918-5796 KHEINS@FORSGREN.COM



UDOT Consultant Services Local Government Approval Memo

Memo Printed on: January 26, 2015 12:06 PM



PROJECT INFORMATION

PIN: 12225
Project No.: F-LC35(248)
Job/Proj:
PIN Description: 4100 S; 4000 W, 2700 W & 1300 W Signal Imps

CONTRACT INFORMATION

CS Admin: Devon Tonks
Contract No.: New Preconstruction Engineering
Mod No.:
Expiration Date: May 31, 2016
Contract/Mod Amount: \$466,397.24
Cumulative Amount: \$466,397.24
Fee Type: COST PLUS FIXED FEE
Selection Method: POOL - GE / LG (RPLOQ)
Period: 2013-2016 GE / LG
Phase: PRELIMINARY ENGINEERING
Discipline: PRECONSTRUCTION ENGINEERING

CONTACTS

<u>Consultant</u>	<u>Local Government</u>
AVENUE CONSULTANTS	West Valley City
Blake Unguren	Erik Brondum
6575 SO. REDWOOD RD, STE 101	3600 CONSTITUTION BLVD
TAYLORSVILLE, UT 84123	WEST VALLEY CITY, UT 84119-2057
(801)207-7660	(801) 232-0483
blake@avenueconsultants.com	ERIK.BRONDUM@WVC-UT.GOV

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



 Local Government Signature

1/27/15

 Date



UDOT Consultant Services Local Government Approval Memo

Memo Printed on: January 26, 2015 12:04 PM



PROJECT INFORMATION

PIN: 12225
 Project No.: F-LC35(248)
 Job/Proj:
 PIN Description: 4100 S; 4000 W, 2700 W & 1300 W Signal Imps

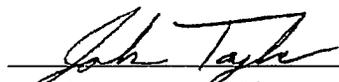
CONTRACT INFORMATION

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 Phase: PRELIMINARY ENGINEERING
 Discipline: PRECONSTRUCTION ENGINEERING

CONTACTS

Consultant	Local Government
AVENUE CONSULTANTS	City of Taylorsville
Blake Unguren	Kirsten Heins
6575 SO. REDWOOD RD, STE 101	2600 W TAYLORSVILLE BLVD
TAYLORSVILLE, UT 84123	TAYLORSVILLE, UT 84118-2208
(801)207-7660	(801) 918-5796
blake@avenueconsultants.com	KHEINS@FORSGREN.COM

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


 Local Government Signature
 City Administrator

29 Jan 2015
 Date

UDOT Executive Summary

Contract Number:	NEW	Mod:			
Project Number:	F-LC35(248)	PIN:	12225	UDOT Primary Contact:	Oanh Amber Le-Spradlin
PIN Description:	4100 S; 4000 W, 2700 W & 1300 W Signal Imps				

Brief Description

Avenue Consultants and the project team (Lochner, Meridian, Cardno, Terracon, Certus, & L2 Data Collection) will provide design services to support UDOT, West Valley City (WVC), and Taylorsville City in the design of signal improvements on 4100 South at 4000 West, 2700 West, and 1300 west.

Project Team

Lochner, Meridian, Cardno, Terracon, Certus, & L2 Data Collection

Assumptions

The scope of work and estimate will be based following four main assumptions:

- The 4000 West intersection will require widening as part of the signal upgrade.
- The 2700 West and 1300 West intersections will only include upgrades to the signal system (i.e. signal foundations, poles and mast arms, signal cabinets/controllers, pedestrian ramps, etc.). The roadway at these two intersections will not require any reconstruction or widening.
- Avenue will develop the design plans for the 4000 West and 1300 West intersections.
- Lochner will develop the design plans for the 2700 West intersection.

Activities Not in Avenue Scope

- Aesthetics/Landscaping – 1A1, 2A1, 3A1, 4A1, 4A2, 5A1 - Any aesthetics/landscaping will be provided by UDOT
- Geotechnical – 1G1, 3G1, 3G2, 3G3, 4G1, 4G2, 4G3 -
- Structure Hydraulics – 2H1, 4H1
- ROW Region – 4K1
- ROW Acquisition – 4L1, 4L2, 4L3, 5L1
- Irrigation Design – 2Q2, 3Q2
- Structures – 1S1, 3S1-3S6, 4SA, 4SM, 4S1-4S4, 5S1, 6S1

Phasing

No phasing

Fee Type

Cost plus fixed fee

UDOT Work Plan

Contract Number:	NEW	Mod:			
Project Number:	F-LC35(248)	PIN:	12225	UDOT Primary Contact:	Oanh Amber Le-Spradlin
PIN Description:	4100 S; 4000 W, 2700 W & 1300 W Signal Imps				

Activity: 1V1

1V1-Kickoff

- Attend kickoff meeting to familiarize team with the project, review the proposed project scope, schedule, and budget, and commit to the project's success

Activity: 1B1

1B1-Develop Base Mapping/Existing Surface

- Coordinate with Meridian on obtaining and developing the base mapping and existing surface (see Meridian's scope of work (SOW))

Activity: 1J1

1J1-Identify Existing Right-of-Way (ROW)

- Coordinate with Meridian on existing ROW (see Meridian SOW)

Activity: 1Q1

1Q1- Assess Existing Roadway Drainage Conditions (Two intersections)

- Field review and on site meeting with maintenance
- Gather and review as-builts
- Establish design criteria
- Recommend drainage improvements
- Perform hydraulic analysis of existing storm drain system to verify it can accommodate any additional runoff from widening.
- Assumptions:
 - Existing drainage issues will be assessed at both the 4000 West and 1300 West intersections, however it is assumed that only 4000 West will require modifications due to the anticipated need for roadway widening
 - The following are not anticipated or accounted for in the scope:
 - Provisions for detention
 - Hydraulic analysis of South Jordan Canal
 - Drainage design to reconnect drainage system/avoid utility conflicts (no new systems)
 - No new storm drain system capacity improvements are anticipated nor provided for within the scope
 - Accommodation of betterments for local government facilities
 - Irrigation facilities
 - Erosion control will be provided for on DR sheets under activity 4Q1

Activity: 1R1

1R1-Develop Roadway Scope (Two intersections)

- Determine the preliminary footprint of 4000 W
- Field review and on site meeting with maintenance
- Develop the PDC for both intersections. Coordinate roadway design criteria with West Valley City and Taylorsville
- Review existing conditions and develop recommendations for identified deficiencies.
- Obtain as-built of existing facilities (roadway, retaining walls, signals and utilities, etc...).
- Evaluate and determine if pedestrian ramps require replacement
- Develop horizontal alignments
- Prepare independent cost estimate for proposed improvements
- Assumptions:
 - 1300 West will not require any capacity/geometry improvements; it will only require signal upgrades

Activity: 1T1

1T1-Assess Capacity and Safety Needs (Three intersections)

- Request OSR [Develop OSR]
 - Obtain traffic/pedestrian accident data
 - Summarize data and compare to crash rates on similar facilities
 - Determine how many accidents are left turn related
- Collect traffic turning movement volumes at 4100 S; 4000 W, 2700 W, & 1300 W
- Field observations during data collection efforts
- Coordinate with West Valley City and Taylorsville and identify safety concerns & mitigations based on crash data and traffic volumes
- Develop safety strategy to address deficiencies
- Assumptions:
 - Data collection will be performed by L2 Data Collection (see L2's SOW) with oversight by Avenue
 - Traffic turning movement counts will be conducted for two hours during both the AM and PM peak periods (6:00am – 8:00am and 4:00pm to 6:00pm)
 - Future traffic volumes will not be developed as part of this project, nor will the travel demand model be consulted. Rather, this project will rely on the warrant study process for improvement modification specifically to address left turn issues

Activity: 1V2

1V2 Scoping Meeting

Avenue will attend a scoping meeting

Assumptions:

- The scoping meeting will likely be held in conjunction with the Geometry Review meeting.

Activity: 2E1

2E1-Analyze Environmental Resources

- Coordinate with Lochner & Certus on environmental efforts (See Lochner's and Certus' SOW)

Activity: 2M1

2M1-Develop Pavement Design & Report

- Coordinate with Terracon on develop the pavement design (see Terracon SOW)
- Assumption:
 - Pavement design only required at one project intersection

Activity: 2Q1

2Q1- Develop Initial Roadway Drainage (One intersection)

- Develop preliminary roadway drainage feature layout
- Identify potential conflicts
- Coordinate with Roadway, Survey, and Utilities
- Update cost estimate

Activity: 2R1

2R1-Model Initial Roadway Design (One intersection)

- Work with UDOT, West Valley City, and Taylorsville City to evaluate results of OSR and traffic operational analysis to determine proposed lane configuration for the 4000 West intersection.
- Pedestrian ramp reconstruction for 4000 West and 1300 West
- Layout initial signal design to determine ROW needs, if any
- Develop initial roadway model for 4000 West to determine any temporary or permanent ROW needs
- Begin development of design exceptions, waivers, and deviations from standards
- Update cost estimate
- Assumptions:
 - Roadway improvements will consist of widening an existing road, and will not deal with the vertical alignments for the corridor(s) themselves
 - Roadway widening will only be required at the 4000 West intersection
 - Roadway widening will only occur on one side of the road at two (2) locations to add capacity to the intersection

Activity: 2T1

2T1-Develop Initial Capacity Analysis (Three intersections)

- Determine AM & PM peak hour based on time of day based on traffic counts (3 intersections total)
- Perform traffic analysis using micro-simulation models (Synchro) of each intersection to determine deficiencies (3 intersections total)
- Develop capacity summary
- Perform left turn warrant study using UDOT's warrant study procedures
- Recommend final intersection improvements
- Assumptions:
 - Future traffic volumes will not be developed as part of this project, nor will the travel demand model be consulted. Rather, this project will rely on the warrant study process for improvement modification specifically to address left turn issues
 - Capacity summary will be a simple, brief summary of the result of the analysis using the typical UDOT warrant study outline

Activity: 2U1

2U1- Utilities Identification (Three intersections)

- Identify utility companies within project limits
- Notify utility companies of project and request utility records/plans
- Hold scoping meeting with utility companies (as needed)
- Develop SUE Level B, C, and D (B & C by Meridian – see Meridian SOW)
- Coordinate with UDOT Utility Coordinator and local government
- Assumptions:
 - WVC & Taylorsville will coordinate with utility companies to relocate utilities as necessary (utilizing existing franchise agreements)
 - Utility companies will develop their own design plans for utility relocations

Activity: 2Y1

2Y1-Prepare/Compile Scoping/Geometry Package

- Compile project cost estimates developed by Avenue and Lochner
- Review PDCs developed by Avenue and Lochner
- Compile, prepare and distribute Geometry Review package

Activity: 2V1

2V1- Scoping/Geometry Review Meeting

- Attend scoping/geometry review meeting to develop a clear project scope, schedule, and budget. Identify any changes to the initial lane configuration/project footprint and all ensuing alterations to other disciplines based on those modifications
- Assumptions:
 - Scoping Review & Geometry Review meeting will be combined to accelerate the project schedule

Activity: 3E1

3E1-Write Categorical Exclusion Document and Obtain Approval

- Coordinate with Lochner & Certus on environmental efforts (See Lochner's and Certus' SOW)

Activity: 3Q1

3Q1-Complete Roadway Drainage Design (One intersection)

- Address review comments
- Storm inlet analysis
- Complete storm drain design
- Prepare drainage plan/profile sheets
- Identify conflicts
- Update cost estimate
- Assumptions:
 - 4000 West will be the only intersection that requires drainage modifications

Activity: 3R1

3R1-Final Roadway Design (Two intersections)

- Address review comments
- Finalize roadway design & prepare plan sheets
- Submit design exceptions, waivers and deviation from standards for approval
- Develop Signing & Striping Designs
- Update roadway cost estimate
- Assumptions:
 - Roadway improvements will consist of widening an existing road, and will not deal with the vertical alignments for the corridor(s) themselves
 - Roadway widening will only be required at the 4000 West intersection
 - Roadway widening will only occur on one side of the road at two (2) locations to add capacity to the intersection

Activity: 3R3

3R3-Complete Signal & Lighting Layout Design (Two intersections)

- Develop signal design in accordance with project documents and other requirements per the UDOT Design of Signalized Intersections Manual for two (2) of the intersections
- Create preliminary signal plan sheets and cost estimate.
- Develop and submit State Furnished Items Form
- Assumptions:
 - Highway lighting (except what is on the signal poles) is not included in this scope of work.

Activity: 3U3

3U3-IDENTIFY UTILITY DEPTH (SUE LEVEL A)

- Coordinate with Cardno on SUE
- Assumption:
 - This scope only accounts for up to 30 test hole locations
 - Refer to Cardno work plan for assumptions with regard to what types of test holes are anticipated for this project.

Activity: 3U4

3U4-Complete Utility Designs (Two intersections)

- Identify potential utility conflicts through coordination with Cardno (see Cardno SOW) and utility owners
- Obtain preliminary relocation costs from utility owners and develop cost estimate
- Develop preliminary utility relocation plan sheets
- Coordinate with utility companies and WVC & Taylorsville on relocations
- Assumptions:
 - Utility relocation design identifies conflict and location
 - Utility owner provides utility designs based on existing franchise agreements
 - All efforts will be made to coordinate meetings with utilities for all three intersections to eliminate duplicate conversations

Activity: 3Y1

3Y1- Prepare compile Plan-in-Hand Package

- Compile project cost estimates developed by Avenue and Lochner
- Review project documents
- Compile, prepare and distribute Plan-in-Hand Review package

Activity: 3V1

3V1-Plan-in-Hand Meeting

- Attend Plan-in-Hand review meeting to develop a clear project scope, schedule, and budget. Identify any changes to the initial lane configuration/project footprint and all ensuing alterations to other disciplines based on those modifications

Activity: 4Q1

4Q1-Complete Drainage/Irrigation Plan Sheet and Document (One intersection)

- Address review comments and revise drainage and erosion control design
- Complete plan & profile and summary sheets
- Update cost estimate and PDBS entries
- Finalize drainage report

Activity: 4R1

4R1-Complete Roadway Plans and Documents (Two intersections)

- Address review comments and complete roadway plans and documentation in accordance with project requirements and to UDOT standards in preparation for PS&E meeting
- Compile required special provisions and supplemental specifications (as applicable)
- Compile supplemental drawings (as applicable)
- Complete Signing and Striping Plans
- Update cost estimate and PDDBS entries

Activity: 4R3

4R3-Complete Signal and Lighting Plans and Documents (Two intersections)

- Address review comments
- Complete signal plans in accordance with UDOT standards
- Update and submit final State Furnished Items Form
- Finalize cost estimate and project documents

Activity: 4U1

4U1-Final Design Utility Coordination (Two intersections)

- Coordinate with WVC & Taylorsville
- Assumptions:
 - Provide roadway/signal design related materials needed for coordination

Activity: 4U3

4U3-Complete Utility Documents

- Assist WVC & Taylorsville in completing utility documentation
- Assumptions:
 - Utility owner provides utility designs

Activity: 4Y1

4Y1-Prepare/Compile PS&E Review Package

- Compile project cost estimates developed by Avenue and Lochner
- Review project documents
- Compile, prepare and distribute PS&E Review package

Activity: 4V1

4V1-PS&E Review Meeting

- Attend meeting to ensure that the elements provided in the plan sheets and advertising documents are consistent with the project scope and available funding requirements

Activity: 5Y1

5Y1 Incorporate PS&E Review Comments

- For this activity, Avenue will coordinate with the project team to incorporate comments from PS&E into final design.

Assumption:

- The design efforts for this activity will be included in 5Z2.

Activity: 5Z1

5Z1-Project Management

- Manage the scope, schedule, documentation, and budget associated with designing 4000 West and 1300 West, managing sub-consultant activities, utility company relocations, ROW design/acquisitions, etc.
- Perform constructability reviews at milestone plan submittals
- Prepare and maintain risk register in ProjectWise
- Coordinate with WVC and Taylorsville
 - Traffic, pavement, and utilities
 - Property owners (public outreach)
 - ROW acquisitions
- Assumptions:
 - Risk register will be updated on a bi-weekly basis
 - WVC & Taylorsville will enforce franchise agreements to facilitate utility relocations, therefore no utility agreements
 - WVC & Taylorsville will be responsible to acquire properties in conformance with federal requirements and UDOT tracking systems.

Activity: 5Z2

5Z2-Prepare, Submit, and Process for Advertisement

- Make revisions to 4000 W and 1300 W plans based on comments made during PS&E Review
- Update estimate
- Hold comment resolution meeting as necessary
- Prepare the design package and documents to submit for advertisement
- Coordinate with subs on final documents
- Prepare the SWPPP package and submit to the Resident Engineer

Activity: 4J1

4J1-Identify Right-of-Way Needs (Two intersections)

- Identify parcels for acquisition
- After intersection geometry is approved at Geometry Review - identify and "lock-in" ROW required for improvements at each intersection
- Assumptions:
 - Schedule does not accommodate any change to ROW after Geometry Review is complete
 - This activity will take place between Geometry Review and Plan-in-Hand

Activity: 4J2

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

- Coordinate with Meridian (see Meridian SOW) on development of ROW documents
- Coordinate with West Valley City and/or Taylorsville City to advance ROW agreements and acquisitions
- Assumptions:
 - West Valley City and/or Taylorsville City will acquire the property necessary to construct this project
 - This activity will take place between Geometry Review and Plan-in-Hand

UDOT Staffing Plan

Contract Number:	NEW	Mod:	
Project Number:	F-LC35(248)	PIN:	12225
PIN Description:	4100 S; 4000 W, 2700 W & 1300 W Signal Imps		
		UDOT Primary Contact:	Oanh Amber Le-Spradlin

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date
GEMPERLINE, ANDREW	DIRECTOR OF ENGINEERING	BS, MBA	UT-179951-2202	97	\$73.08	\$74.99	NTP
UNGUREN, BLAKE	PROFESSIONAL ENGINEER	BS, MS	UT-5570602-2202	496	\$45.67	\$46.36	NTP
LAHUSEN, DEREK	PROFESSIONAL ENGINEER	BS	UT-9097171-2202	468	\$36.54	\$38.46	NTP
BEZZANT, DAVID	PROFESSIONAL ENGINEER	BS	UT-7562999-2202	226	\$36.54	\$37.49	NTP
JENSEN, DAVID	ENGINEER IN TRAINING	BS		74	\$29.81	\$29.92	NTP
LARSON, SHAWN	ENGINEER IN TRAINING	BS, MS		78	\$25.96	\$26.19	NTP
WILKINSON, MICHELLE	ADMINISTRATIVE MANAGER	BS		68	\$21.64	\$22.20	NTP
WEBB, DAVID	ENGINEER IN TRAINING	BS		480	\$21.15	\$21.20	NTP
Total Hours for AVENUE CONSULTANTS:				1,987			

Total Hours for AVENUE CONSULTANTS:

Pay Rate Variance Explanation

Adjust for 3.5% pro-rated salary increase. Derek Lahusen salary increase prior to NTP due to completion of probationary period.

UDOT Staffing Plan

Contract Number:	NEW	Mod:	
Project Number:	F-LC35(248)	PIN:	12225
PIN Description:	4100 S; 4000 W, 2700 W & 1300 W Signal Imps		
	UDOT Primary Contact: Oanh Amber Le-Spradlin		

Alternate Staff

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date
THOMPSON, DAVID	ENGINEER, PRINCIPAL	BS	UT-4940493-2202	0	\$57.69	\$57.69	NTP
BODILY, MELVIN	ENGINEER, PRINCIPAL	BS	UT-374833-2202	0	\$57.69	\$57.69	NTP
HOOPER, IVAN	TRANSPORTATION GROUP MANAGER	BS	UT-343657-2202	0	\$57.69	\$55.29	NTP
HERETH, WILLIAM	PROFESSIONAL ENGINEER	MS	UT-5338644-2202	0	\$36.54	\$37.36	NTP
DEO, SAMIT	PROFESSIONAL ENGINEER	BS, MS	UT-8404661-2202	0	\$34.62	\$35.17	NTP
BASSETT, DAVID	ENGINEER IN TRAINING	BS		0	\$15.00	\$26.44	NTP
MECHAM, BRADLEY	ENGINEER IN TRAINING	BS, MS		0	\$25.96	\$26.22	NTP
PULVER, ZANE	ENGINEERING INTERN			0	\$15.00	\$15.30	NTP
TAYLOR, SPENCER	ENGINEER IN TRAINING			0	\$14.00	\$14.00	NTP

FEES

**COST PLUS A FIXED FEE
WITH FIXED TOTAL ADDITIVE RATE**

1. **COST PLUS A FIXED FEE:** For all services and materials pertinent hereto and/or specifically described herein, except as otherwise explicitly cited, the LOCAL AUTHORITY agrees to pay the CONSULTANT for the actual allowable cost and the FIXED additives plus a fixed fee. Overhead rates have been reviewed, approved, and are limited to the costs which are allowable under 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 171.95% of the direct salary expense.
- (b) If necessary and DEPARTMENT approved, any additional direct expenses incurred in fulfilling the terms of this contract, including but not limited to travel and lodging, reproduction, telephone, equipment, supplies and fees of outside CONSULTANTS or sub-consultants will be reimbursed at actual costs.

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

- (c) The fixed fee has been determined and agreed upon as 11.00% of the combined estimated direct labor and the Overhead amount, which represents the CONSULTANT'S profit of \$21,742.78. 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 \$466,397.24 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 35.

UDOT Cost Proposal

Contract Number:	NEW	Mod:			
Project Number:	F-LC35(248)	PIN:	12225	UDOT Primary Contact:	Oanh Amber Le-Spradlin
PIN Description:					
Labor Costs					
Employee Name	Contract Job Title	Hours	Proposal Rate	Labor Cost	
BEZZANT, DAVID	PROFESSIONAL ENGINEER	226	\$37.49	\$8,472.74	
GEMPERLINE, ANDREW	DIRECTOR OF ENGINEERING	97	\$74.99	\$7,274.03	
JENSEN, DAVID	ENGINEER IN TRAINING	74	\$29.92	\$2,214.08	
LAHUSEN, DEREK	PROFESSIONAL ENGINEER	468	\$38.46	\$17,999.28	
LARSON, SHAWN	ENGINEER IN TRAINING	78	\$26.19	\$2,042.82	
UNGUREN, BLAKE	PROFESSIONAL ENGINEER	496	\$46.36	\$22,994.56	
WEBB, DAVID	ENGINEER IN TRAINING	480	\$21.20	\$10,176.00	
WILKINSON, MICHELLE	ADMINISTRATIVE MANAGER	68	\$22.20	\$1,509.60	
		Total Hours:	1,987		
		Total Direct Labor:		\$72,683.11	
		Overhead:	171.95%	\$124,978.52	
		Total Direct Labor plus Overhead:		\$197,661.63	
		Fixed Fee:	11.00%	\$21,742.78	
		Burdened Labor Cost:		\$219,404.41	
Other Direct Charges					
ODC Item	Unit of Measure	Qty	Item Cost	Extended Cost	
CL - L2 DATA COLLECTION INC.	UNIT	3,200.0	\$1.000	\$3,200.00	
CL - CERTUS ENVIRONMENTAL SOLUTIONS, LLC	UNIT	3,508.0	\$1.000	\$3,508.00	
CL - TERRACON, INC.	UNIT	10,598.0	\$1.000	\$10,598.00	
PERSONAL VEHICLE MILEAGE 2015	MILE	1,000.0	\$.575	\$575.00	
PLOTS	FOOT	200.0	\$1.250	\$250.00	
COPIES 11 X 17 (B&W)	EACH	2,500.0	\$.250	\$625.00	
COPIES 8.5 X 11 (B&W)	EACH	4,000.0	\$.060	\$240.00	
		Total Other Direct Charges:		\$18,996.00	
Sub Consultant Costs					
Firm Name				Sub Total Cost	
MERIDIAN ENGINEERING INC				\$82,389.94	
H W LOCHNER, INC.				\$121,449.04	
CARDNO, INC				\$24,157.84	
				Total Sub Consultant Costs:	\$227,996.83
				Total Contract Cost:	\$466,397.24

UDOT Hours Derivation

Contract Number:	NEW	Mod:	
Project Number:	F-LC35(248)	PIN:	12225
PIN Description:	UDOT Primary Contact: Oanh Amber Le-Spradlin		

Employee Name	1V1	1B1	1J1	1Q1	1R1	1T1	1V2	2E1	2M1	2Q1	2R1	2T1	2U1	2Y1	2V1
GEMPERLINE, ANDREW	4	0	0	0	3	0	0	4	0	1	2	0	2	2	0
UNGUREN, BLAKE	4	0	2	4	12	16	4	16	0	2	16	14	20	11	4
LAHUSEN, DEREK	4	4	2	1	29	0	0	0	4	4	42	0	12	10	4
BEZZANT, DAVID	0	0	0	28	0	0	0	0	0	46	0	0	0	0	0
JENSEN, DAVID	4	0	0	0	0	36	0	0	0	0	0	34	0	0	0
LARSON, SHAWN	0	0	0	0	0	22	0	0	0	0	0	56	0	0	0
WILKINSON, MICHELLE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
WEBB, DAVID	0	0	0	28	16	0	0	0	0	4	36	0	46	10	4

UDOT Hours Derivation

Contract Number:	NEW	Mod:	
Project Number:	F-LC35(248)	PIN:	12225
PIN Description:	UDOT Primary Contact: Oanh Amber Le-Spradlin		

Employee Name	3E1	3Q1	3R1	3R3	3U3	3U4	3Y1	3V1	4Q1	4R1	4R3	4U1	4U3	4Y1	4V1
GEMPERLINE, ANDREW	8	0	8	1	0	2	2	4	0	4	2	0	0	2	4
UNGUREN, BLAKE	24	2	20	6	4	15	14	4	4	12	4	4	2	14	4
LAHUSEN, DEREK	0	12	71	9	0	28	12	4	14	50	8	8	12	16	4
BEZZANT, DAVID	0	42	2	12	0	2	0	0	50	2	14	0	0	0	0
JENSEN, DAVID	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LARSON, SHAWN	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
WILKINSON, MICHELLE	0	0	0	0	0	0	8	0	0	0	0	0	0	8	0
WEBB, DAVID	0	24	59	32	0	23	8	4	32	72	22	0	8	8	4

UDOT Hours Derivation

Contract Number:	NEW	Mod:	
Project Number:	F-LC35(248)	PIN:	12225
PIN Description:	Oanth Amber Le-Spradlin		

Employee Name	5Y1	5Z1	5Z2	4J1	4J2	Total
GEMPERLINE, ANDREW	0	28	4	0	10	97
UNGUREN, BLAKE	4	178	28	4	24	496
LAHUSEN, DEREK	0	48	38	12	6	468
BEZZANT, DAVID	0	8	20	0	0	226
JENSEN, DAVID	0	0	0	0	0	74
LARSON, SHAWN	0	0	0	0	0	78
WILKINSON, MICHELLE	0	40	12	0	0	68
WEBB, DAVID	0	0	32	8	0	480

UDOT Hours Derivation

Contract Number:	NEW	Mod:	
Project Number:	F-LC35(248)	PIN:	12225
PIN Description:	UDOT Primary Contact: Oanh Amber Le-Spradlin		

	1V1	1B1	1J1	1Q1	1R1	1T1	1V2	2E1	2M1	2Q1	2R1	2T1	2U1	2Y1	2V1	
Firm Activity Totals:	16	4	4	61	60	74	4	20	4	57	96	104	80	33	12	
	3E1	3Q1	3R1	3R3	3U3	3U4	3Y1	3V1	4Q1	4R1	4R3	4U1	4U3	4Y1	4V1	
Firm Activity Totals:	32	80	160	60	4	70	44	16	100	140	50	12	22	48	16	
	5Y1	5Z1	5Z2	4J1	4J2											Total
Firm Activity Totals:	4	302	134	24	40											1,987
	1V1	1B1	1J1	1Q1	1R1	1T1	1V2	2E1	2M1	2Q1	2R1	2T1	2U1	2Y1	2V1	
Transaction Activity	28	375	267	61	96	74	14	180	4	57	176	104	206	33	14	
Totals:																
	3E1	3Q1	3R1	3R3	3U3	3U4	3Y1	3V1	4Q1	4R1	4R3	4U1	4U3	4Y1	4V1	
Transaction Activity	270	80	351	82	50	89	44	32	100	258	73	12	22	48	28	
Totals:																
	5Y1	5Z1	5Z2	4J1	4J2											Total
Transaction Activity	28	492	178	48	220											4,194
Totals:																

MERIDIAN ENGINEERING INC

Sub to AVENUE CONSULTANTS

UDOT Executive Summary

Contract Number:	NEW	Mod:			
Project Number:	F-LC35(248)	PIN:	12225	UDOT Primary Contact:	Oanh Amber Le-Spradlin
PIN Description:	4100 S; 4000 W, 2700 W & 1300 W Signal Imps				

Brief Description

To provide professional surveying, mapping, utility, and right of way services supporting the improvements of 4100 South Street at the intersections of 4000 West, 2700 West, and 1300 West in West Valley City and Taylorsville City, Utah in accordance with the current UDOT Delivery Network, including the UDOT Standard Drawings, Standard Specifications, Special Provisions and Guidelines, and the Mapping and Aerial Photogrammetry Manual.

Project Team

Meridian Engineering, Inc. is a sub-consultant to Avenue Consultants

Assumptions

Meridian presumes 12 parcels inside the project limits, and 8 of those parcels will be affected by new right of way and easements. This scope of work assumes there will be no condemnations. Additional parcels over the original 12 and 8 assumed, will require an additional fee to complete.

Meridian presumes we will provide survey for Bluestaked utilities all three intersections. This level of mapping will be done to a Quality Level C and D. Meridian presumes surveying 30 Quality Level A potholes. Potholes will be vacuumed and certified by others.

With this scope of work, Meridian will not provide Right of Way Markers after construction.

Upon completion of this project, Meridian will not file a Record of Survey.

Phasing

There will be no phasing with this project.

Fee Type

Cost Plus Fixed Fee of 11% Profit.

MERIDIAN ENGINEERING INC

Sub to AVENUE CONSULTANTS

UDOT Work Plan

Contract Number:	NEW	Mod:			
Project Number:	F-LC35(248)	PIN:	12225	UDOT Primary Contact:	Oanh Amber Le-Spradlin
PIN Description:	4100 S; 4000 W, 2700 W & 1300 W Signal Imps				

Activity: 1B1

1B1: Develop Base Mapping/Existing Surface

Project Limits:

4000 West and 4100 South Intersection – Full topo limits will extend 400’ North and South of 4100 South Street; 500’ West of 4000 West Street; and 900’ East of 4000 West Street. From these limits, pavement survey limits will extend another 150’ North and South of the full limits; and 300’ West of the full limits.

2700 West and 4100 South Intersection – Full topo limits will extend 100’ North and South of 4100 South Street; and 100’ East and West of 2700 West Street. No extra pavement limits are needed for this intersection.

1300 West and 4100 South Intersection – Full topo limits will extend 100’ North and South of 4100 South Street; and 100’ East and West of 1300 West Street. No extra pavement limits are needed for this intersection.

All limits shown above will extend into adjoining properties as shown in the survey limits document prepared by Avenue Consultants and emailed to Meridian Engineering on December 18, 2014.

Project Control:

Meridian will prepare the control network outside of the project area to establish or reestablish the control for Section Corners, Quarter Corners, and Center Quarter Corners throughout the proposed alignments in order to determine the existing property matrix for future right of way takes or parcel agreements within the project limits. This control network can also be used in future projects in this area and will be geographically correct on a final control diagram, relative to this project.

Meridian will survey secondary monuments needed to determine and prepare the existing property matrix. These monuments may include street monuments, subdivision monuments and property corners on adjoining lands throughout the project area.

This survey will be based on localized geodetic control as established through The Utah Reference Network GPS (or TURN GPS). This will allow for accurate longitude and latitude determinations. State plane coordinates will be calculated from these values. Project coordinates will be used for actual topographic surveys. Elevations will be retrieved from area Salt Lake County benchmarks or published NGS survey benchmarks (whichever is more accessible to the project location). Elevations will be transferred onto project control points. Temporary control points will be set as needed to perform our surveys.

Meridian will set multiple copper rivets in existing concrete or #5 x 24 inch rebar with “control point” caps for the use by

the Contractor. These control points will be set along the corridor at visible intervals. They will carry accurate and verified coordinates/elevations.

Prepare a control diagram drawing representing the primary and secondary control monumentation used to survey of this project. This drawing will be certified by a PLS and may be used for design and construction purposes.

Meridian will also prepare and certify to UDOT's base mapping certification. With this certification, Meridian will submit the associated geo-reference files including a project dty file.

Existing Topographic Survey Inside Project Limits:

Tie existing concrete surfaces: curb & gutter, driveways, sidewalks, pads.

Tie existing roadway improvements: pavement, visible crowns, signage and walls.

Cross sections will be provided at 50 foot intervals. At the Avenue's request, intervals will be shortened in a few locations at each intersection in order to assure design grade accuracies.

Existing paint striping inside project limits will be located on cross section intervals.

Tie existing visible surface utilities: sewer manholes, sewer clean-outs, storm drain manholes (with invert elevations of utilities inside the scoped project limits), water meters, water valves, fire hydrants, gas valves, gas meters (where pipe comes out of the ground), communications manholes, telephone boxes, transformers, utility poles, irrigation boxes, weirs, culverts, visible piping, sprinkler control boxes, signal boxes and other surface utilities.

Tie existing mailboxes, fences, walls, commercial signs and building fronts.

Tie found boundary evidence: curb or sidewalk rivets, property monuments and right of way markers.

Tie grade existing changes, breaks, toe and top slopes, open ditches, drainage areas and other grade transitions.

Tie significant trees (6" diameter and larger). Outline clusters of smaller trees and shrubs.

Locate overhead crossing lines and their sag elevation with the current temperature and time added as a note. Each end of the lowest utility will also be located.

Items inside pavement survey will include all items listed above, but only from edge of pavement to edge of pavement.

Note: Extra detail needed at the northeast corner of 4100 South and 2700 West for an existing retaining wall and surrounding items.

Aerial Mapping:

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

Product Deliverables:

Meridian will prepare a control diagram for use in roadway and right of way design and construction activities. The diagram will be certified and include methods and projections used, project coordinates and elevations, state plane coordinates along with longitudes and latitudes.

Meridian will prepare existing topographic files including 12225_extopo.dgn, 12225_extopo.fwd, and 12225_extopo.dtm.

Meridian's surveyors will sketch inverts for sewer and storm boxes found within the project limits, as well as utility boxes outside the project limits that are attached to sewer and storm boxes found inside the project limits. No other inverts will be sketched. These sketches will be delivered in *.pdf format.

Meridian surveyors will also take random digital photographs inside the project limits for clarification. This photos will be

delivered in *.jpg format.

All MicroStation deliverables shall be in V8i format and loaded to UDOT's servers using ProjectWise for correct attributes and standards.

Activity: 1J1

1J1: Identify Existing Right of Way

Research:

Conduct ownership deed and subdivision plat research with the 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, 1974) is reached. Retrieve copies of subdivision plats and road dedication plats.

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

Conduct research with West Valley City to help determine the existing right of way conditions along 4100 South Street at 4000 West and 2700 West Streets.

Conduct research with Taylorsville City to help determine the existing right of way conditions along 4100 South Street at 1200 West Street.

There are approximately 12 parcels inside the limits of this scope of work (4 at each intersection quadrant).

Meridian will create a spreadsheet list of all parcels listing ownership information (names, tax ID, parcel address, owners address, type of ownership, apparent use).

Survey and Mapping:

None. Survey activities are performed in activity 1B1.

Base Maps:

Compile research to develop an existing right of way drawing (12225_Exrow.dgn).

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

1J1 Product Deliverables:

Existing Right of Way Drawing (12225_ExRow.dgn)

Right of Way Property Information Spreadsheet

QC Cover Sheets

Assumptions:

Effort will involve 12 parcels. Additional parcels are not included in the current fee schedule.

Activity: 2U1

2U1: Utility and Railroad Identification

Based on earlier established survey control, Meridian will survey the utility designations provided by Bluestakes of Utah (Quality Level C and D). Meridian will compile these Bluestake into a new exutil file. The survey will show surface utility markings, and will include invert data on sewer manholes, storm drain manholes, inlets and boxes. Avenue Consultants will obtain utility map research as well as update the exutil file to show utility company maps.

Assumptions:

Existing Utility Drawing (12225_Exutil.dgn).

Update 12225_Extopo if necessary.

Avenue will complete all utility company research

Avenue will add utility research to the exutil file containing the Bluestake marks

Activity: 3U3

3U3: Identify Utility Depths (SUE Level A)

Meridian will coordinate utility depth explorations with the Avenue’s SUE consultant and survey all bored or vacuumed utility holes. 30 test holes are presumed with this scope.

Meridian will merge survey data with 12225_Exutil files.

Assumptions:

Existing Utility Drawing (12225_Exutil.dgn).

Update 12225_Extopo if necessary

30 Test holes are expected with this scope of work

Activity: 5Y1

5Y1: Incorporate PS&E Review Comments

Make revisions based on comments made during PS&E meeting

5Y1 Product Deliverables:

Meridian will incorporate the PS&E review comments into our documents and plan sets

Assumptions:

Meridian will address all right of way comments.

Activity: 5Z1

5Z1: Project Management

Prepare QC/QA report for all Meridian work products, and monthly progress and accounting support to Avenue.
Attendance at project coordination meetings when requested.

5Z1 Product Deliverables:

Meridian will deliver QC/QA reports to Avenue and UDOT

Assumptions:

Milestone meetings and team meetings will be attended by ROW Lead and Project Manager.

10-2 hour team meetings over the course of the project.

Attend Kickoff Meeting

Attend Scoping\Geometry Review Meeting

Attend Plan in Hand Meeting

Activity: 4J1

4J1: Identify Right of Way Needs

Coordinate with the project team to identify ROW acquisition needs for the 8 projected parcels. This will need to include projected easements for future construction. Meridian will coordinate all work with UDOT's agent so they can plan workload.

Assumptions:

Effort will involve 8 parcels (See assumptions in Executive Summary).

Activity: 4J2

4J2: Develop Right of Way Plans and Documents

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 relocation easements or documents.

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 standards.

Right of Way, perpetual easement and temporary construction easement needs will be determined and confirmed by the project team.

Initiate and perform UDOT required 4J2 quality control reviews.

4J2 Product Deliverables:

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

RW-53 Summary forms

RW-51 Ownership Records forms along with vesting deeds for each parcel

Deed and Easement Conveyance Instruments

Deed Plotter Printouts

Copy of Recorded Vesting Deeds

Affected Right of Way maps

Meridian will upload summaries into ProjectWise and ePM.

Assumptions:

Effort will involve 8 parcels over 2 partial submittals (See assumptions in Executive Summary).

Each parcel will include a maximum of 1 take and 2 easements.

UDOT Staffing Plan

Contract Number: NEW	Mod:
Project Number: F-LC35(248)	PIN: 12225
UDOT Primary Contact: Oanh Amber Le-Spradlin	
PIN Description: 4100 S; 4000 W, 2700 W & 1300 W Signal Imps	

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date
FENN, DARRYL	PRESIDENT / CONTRACTING		UT-172851	4	\$55.38	\$55.38	NTP
NADEAU, MICHAEL	PROJECT LEAD	AAS	UT-4938744	72	\$43.68	\$43.68	NTP
SMITH, RANDY	QC MANAGER	AAS	UT-5152908	8	\$38.22	\$38.22	NTP
SEARLE, JEFF	RIGHT OF WAY	BS	UT-5047039	24	\$35.00	\$35.00	NTP
BARON, TYLER	R/W ENGINEER		UT-7281045	142	\$34.00	\$34.00	NTP
WILLIAMS, DARREN	RIGHT OF WAY	AAS	UT-4975981	92	\$32.00	\$32.00	NTP
MARBEL, SPENCER	SURVEYOR			110	\$31.25	\$31.25	NTP
FALKENTHAL, KURT	SURVEYOR	AAS	UT-7281046	100	\$30.00	\$30.00	NTP
TURNER, KYLE	ASSISTANT SURVEY MANAGER	AAS	UT-7820824	30	\$29.00	\$29.00	NTP
DENHAM, GUSTAVE	DESIGN			103	\$27.50	\$27.50	NTP
INABNIT, AARON	SURVEYOR	AAS		80	\$23.00	\$23.00	NTP
WILLIAMS, TRAVIS	SURVEY CADD DESIGN			14	\$22.00	\$22.00	NTP
ASHER, JAMES	R/W TECH			48	\$22.00	\$22.00	NTP
MILTON, DAVID	SURVEYOR			110	\$18.50	\$18.50	NTP
PES, GEOFFREY	SURVEYOR			100	\$17.50	\$17.50	NTP
YACK, RACHEL	SURVEYOR-ARCH/HISTORIAN	BS		20	\$17.00	\$17.00	NTP
IRT, MARSHALL	SURVEY TECH	BS		6	\$16.00	\$16.00	NTP
NN, WENDY	CLERICAL			4	\$16.00	\$16.00	NTP
AKE, DARRELL	SURVEY TECH			21	\$15.00	\$15.00	NTP
NN, REGAN	SURVEY TECH	AA		40	\$15.00	\$15.00	NTP
Total Hours for MERIDIAN ENGINEERING INC:				1,128			

15 of 35

UDOT Cost Proposal

Contract Number:	NEW	Mod:			
Project Number:	F-LC35(248)	PIN:	12225	UDOT Primary Contact:	Oanh Amber Le-Spradlin
PIN Description:					
Labor Costs					
Employee Name	Contract Job Title	Hours	Proposal Rate	Labor Cost	
BARON, TYLER	R/W ENGINEER	142	\$34.00	\$4,828.00	
BIPPES, GEOFFREY	SURVEYOR	100	\$17.50	\$1,750.00	
BOYACK, RACHEL	SURVEYOR-ARCH/HISTORIAN	20	\$17.00	\$340.00	
BURT, MARSHALL	SURVEY TECH	6	\$16.00	\$96.00	
DENHAM, GUSTAVE	DESIGN	103	\$27.50	\$2,832.50	
FALKENTHAL, KURT	SURVEYOR	100	\$30.00	\$3,000.00	
FENN, DARRYL	PRESIDENT / CONTRACTING	4	\$55.38	\$221.52	
FENN, REGAN	SURVEY TECH	40	\$15.00	\$600.00	
FENN, WENDY	CLERICAL	4	\$16.00	\$64.00	
FISHER, JAMES	R/W TECH	48	\$22.00	\$1,056.00	
FLAKE, DARRELL	SURVEY TECH	21	\$15.00	\$315.00	
HAMILTON, DAVID	SURVEYOR	110	\$18.50	\$2,035.00	
INABNIT, AARON	SURVEYOR	80	\$23.00	\$1,840.00	
MARBEL, SPENCER	SURVEYOR	110	\$31.25	\$3,437.50	
NADEAU, MIICHAEL	PROJECT LEAD	72	\$43.68	\$3,144.96	
SEARLE, JEFF	RIGHT OF WAY	24	\$35.00	\$840.00	
SMITH, RANDY	QC MANAGER	8	\$38.22	\$305.76	
TURNER, KYLE	ASSISTANT SURVEY MANAGER	30	\$29.00	\$870.00	
WILLIAMS, DARREN	RIGHT OF WAY	92	\$32.00	\$2,944.00	
WILLIAMS, TRAVIS	SURVEY CADD DESIGN	14	\$22.00	\$308.00	
Total Hours:		1,128			
Total Direct Labor:				\$30,828.24	
Overhead:			140.77%	\$43,396.93	
Total Direct Labor plus Overhead:				\$74,225.17	
Fixed Fee:			11.00%	\$8,164.77	
Burdened Labor Cost:				\$82,389.94	
Total Cost for MERIDIAN ENGINEERING INC:				\$82,389.94	

UDOT Hours Derivation

Contract Number:	NEW	Mod:	
Project Number:	F-LC35(248)	PIN:	12225
PIN Description:	UDOT Primary Contact: Oanh Amber Le-Spradlin		

Employee Name	1B1	1J1	2U1	3U3	5Y1	5Z1	4J1	4J2	Total
FENN, DARRYL	0	0	0	0	0	4	0	0	4
NADEAU, MICHAEL	0	0	0	0	0	72	0	0	72
SMITH, RANDY	0	0	0	0	0	0	0	8	8
SEARLE, JEFF	0	24	0	0	0	0	0	0	24
BARON, TYLER	0	54	0	0	8	32	8	40	142
WILLIAMS, DARREN	0	44	0	0	0	0	8	40	92
MARBEL, SPENCER	110	0	0	0	0	0	0	0	110
FALKENTHAL, KURT	25	0	60	15	0	0	0	0	100
TURNER, KYLE	30	0	0	0	0	0	0	0	30
DENHAM, GUSTAVE	28	3	6	2	8	0	8	48	103
INABNIT, AARON	0	48	0	0	0	0	0	32	80
FISHER, JAMES	0	48	0	0	0	0	0	0	48
WILLIAMS, TRAVIS	0	6	0	0	8	0	0	0	14
MILTON, DAVID	110	0	0	0	0	0	0	0	110
PES, GEOFFREY	25	0	60	15	0	0	0	0	100
YACK, RACHEL	0	12	0	0	0	0	0	8	20
NN, WENDY	0	0	0	0	0	0	0	4	4
RT, MARSHALL	0	6	0	0	0	0	0	0	6
NN, REGAN	40	0	0	0	0	0	0	0	40
AKE, DARRELL	3	18	0	0	0	0	0	0	21

UDOT Hours Derivation

Contract Number:	NEW	Mod:	
Project Number:	F-LC35(248)	PIN:	12225
PIN Description:	UDOT Primary Contact: Oanh Amber Le-Spradlin		

	1B1	1J1	2U1	3U3	5Y1	5Z1	4J1	4J2	Total
Firm Activity Totals:	371	263	126	32	24	108	24	180	1,128

UDOT Work Plan

Contract Number:	NEW	Mod:			
Project Number:	F-LC35(248)	PIN:	12225	UDOT Primary Contact:	Oanh Amber Le-Spradlin
PIN Description:	4100 S; 4000 W, 2700 W & 1300 W Signal Imps				

Activity: 1V1

- 1V1-Kickoff
 - o Attend kickoff meeting to familiarize team with the project, review the proposed project scope, schedule, and budget, and commit to the project's success

Activity: 1R1

- Model Initial Roadway Design
 - o Determine the preliminary footprint of 2700 W intersection
 - o Field review and on site meeting with maintenance
 - o Develop the PDC (for 2700 W). Coordinate design criteria with West Valley City and Taylorsville City
 - o Review existing conditions and develop recommendations for identified deficiencies. Obtain as-built of existing facilities (roadway, retaining walls, signals and utilities, etc...).
 - o Evaluate and determine if pedestrian ramps require replacement and limits of retaining wall reconstruction
 - o Work with UDOT and Avenue to evaluate results of OSR, traffic and operational analysis to determine lane configuration of the intersection and limits of pedestrian ramp reconstruction
 - o Prepare independent cost estimate for proposed improvements
 - o Assumptions:
 - § Assume lane configuration changes, if any, will be accomplished with restriping
 - § Assume no changes to existing curb and gutter locations or drainage patterns
 - § Assume improvements are associated with relocating signal poles and reconstructing pedestrian ramps

Activity: 1V2

- Scoping/Geometry Review Meeting
 - o Attend scoping/geometry review meeting to develop a clear project scope, schedule, and budget. Identify any changes to the initial lane configuration/project footprint and all ensuing alterations to other disciplines based on those modifications

Activity: 2E1

- Analyze Environmental Resources
- o Provide environmental resource locations to roadway designers for consideration during design. Prepare technical documentation as required for CE. Results may include the identification of potential impacts, potential mitigation, and necessary permits.
- o Field review
- o Prepare Archaeological and Architectural Resources Technical Reports (See Certus SOW)
- o Prepare project information (purpose and need, project description, and location map)
- o Conduct uPlan database search
- o Prepare project notification letters (for private landowners prior to cultural survey)
- o Request T&E/wildlife clearance memo from UDOT Wildlife Biologist
- o Request Waters of the U.S. clearance memo from UDOT Landscape Architect
- o Identify Section 4(f) resources (historic properties)
- o Sub-consultant coordination (Certus)
- o Develop list of property owners adjacent/abutting the project
- o Assumptions:
 - § No Environmental Justice
 - § UDOT to prepare project notification letters if needed (Native American Consultation, CLG, USACE)
 - § No Wetlands or Water Resources (including South Jordan Canal) will be impacted by this project; no wetland or Waters of the U.S. delineation report will be required; no Stream Alteration permit or Section 404 permit will be required (UDOT Landscape Architect to provide clearance memo)
 - § Improvements/widening will not require modifications to box culvert or headwalls

Activity: 2R1

- Model Initial Roadway Design
- o Determine the preliminary footprint of 2700 W intersection
- o Field review and on site meeting with maintenance
- o Develop the PDC (for 2700 W). Coordinate design criteria with West Valley City and Taylorsville City
- o Review existing conditions and develop recommendations for identified deficiencies. Obtain as-built of existing facilities (roadway, retaining walls, signals and utilities, etc...).
- o Evaluate and determine if pedestrian ramps require replacement and limits of retaining wall reconstruction
- o Work with UDOT and Avenue to evaluate results of OSR, traffic and operational analysis to determine lane configuration of the intersection and limits of pedestrian ramp reconstruction
- o Prepare independent cost estimate for proposed improvements
- o Assumptions:
 - § Assume lane configuration changes, if any, will be accomplished with restriping
 - § Assume no changes to existing curb and gutter locations or drainage patterns
 - § Assume improvements are associated with relocating signal poles and reconstructing pedestrian ramps

Activity: 2V1

- Scoping/Geometry Review Meeting
- o Attend scoping/geometry review meeting to develop a clear project scope, schedule, and budget. Identify any changes to the initial lane configuration/project footprint and all ensuing alterations to other disciplines based on those modifications

Activity: 3E1

- 3E1-Write Categorical Exclusion Document and Obtain Approval
- o Complete and obtain approval of the categorical exclusions (CE) for the project. Coordinate with agencies regarding potentially impacted resources. Prepare technical documentation for each environmental resource potentially impacted (necessary to complete the CE). Complete steps and documentation required for Section 4(f).
- o Determine resource impacts (right-of-way, cultural)
- o Prepare figures for Determination of Eligibility/Finding of Effect (DOEFOE)
- o Complete CE form on the PEL CE Template or ePM as appropriate; coordinate with UDOT staff and attach all necessary documentation
- o Compile CE with front matter and appendices in .pdf format
- o Internal QC review and signature
- o Obtain CE approval (submit draft for UDOT review; incorporate comments; review, finalize, resubmit)
- o Sub-consultant coordination (Certus)
- o Assumptions:
 - § Three CEs will be prepared (one for each intersection)
 - § This Categorical Exclusion Document (CE) is a type covered under the 6004 Memorandum of Understanding between UDOT and FHWA
 - § CEs will be prepared using the UDOT uPlan Planning and Environmental Linkages (PEL) reporting tool paired with concurrence memos from UDOT environmental resource specialists as appropriate
 - § Two rounds of review of the CE by UDOT will be required
 - § UDOT Environmental Services to provide access to PEL tool as well as provide PEL CE template.
 - § Section 106 to result in "No Adverse Effect."
 - § Duration includes State Historic Preservation Office review and UDOT draft document reviews.
 - § SHPO review will be based on the technical report
 - § No full Section 4(f) evaluation required (only *de minimis*).
 - § No T&E species or designated critical habitat present (UDOT to provide "no-effect" letter)
 - § No noise study required.
 - § No air quality analysis will be required. Project is not in non-attainment area for CO; CO hot-spot analysis not required. Project will not affect intersections with a significant number of diesel vehicles; PM analysis not required
 - § PI outreach is limited to contacting property owners involved with r/w acquisition and to update the West Valley City Council & Mayor one time

Activity: 3R1

- -Final Roadway Design
- o Address review comments
- o Finalize roadway design and prepare roadway plan sheets
- o Identify utility conflicts and r/w needs
- o Develop signing and striping plans
- o Develop wall plans and details (assume cast in place wall)
- o Update cost estimate

Activity: 3R3

- Complete Signal & Lighting Layout Design
- o Develop signal design in accordance with project documents and other requirements per the UDOT Design of Signalized Intersections Manual. Create preliminary signal plan sheets and cost estimate.

Activity: 3U4

- Complete Utility Designs
- o Identify potential utility conflicts through coordination with TBE and utility owners
- o Complete utility relocation designs (see assumptions)
- o Obtain preliminary relocation costs from utility owners and develop cost estimate
- o Develop preliminary utility relocation plan sheets
- o Assumptions:
 - § Utility relocation design identifies conflict and location
 - § Utility owner provides actual utility designs

Activity: 3V1

- Plan-in-Hand Meeting
- o Meet to perform final review of roadway, drainage and utility designs

Activity: 4R1

- Complete Roadway Plans and Documents (includes 4R2)
- o Address review comments and complete roadway plans and documentation in accordance with project requirements and to UDOT standards in preparation for PS&E meeting
- o Complete signing and striping plan sheets and summary sheets
- o Update cost estimate and PDDBS entries

Activity: 4R3

- -Complete Signal and Lighting Plans and Documents
- o Address review comments and complete signal plans in accordance with UDOT standards
- o Finalize cost estimate and project documents

Activity: 4V1

- PS&E Review Meeting
- o Attend meeting to ensure that the elements provided in the plan sheets and advertising documents are consistent with the project scope and available funding requirements

Activity: 5Z1

- Project Management
- o Effectively manage the scope, schedule, documentation, and budget associated with the design of 2700 West and the Categorical Exclusion
- o Perform constructability reviews at milestone plan submittals

Activity: 5Z2

- Prepare, Submit, and Process for Advertisement
- o Assist Avenue to prepare the design package and documents to submit for advertisement. Prepare the SWPPP package and submit to the Resident Engineer

UDOT Staffing Plan

Contract Number: NEW	Mod:
Project Number: F-LC35(248)	PIN: 12225
UDOT Primary Contact: Oanh Amber Le-Spradlin	
PIN Description: 4100 S; 4000 W, 2700 W & 1300 W Signal Imps	

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date
PHILLIPS, JASON	PROJECT MANAGER	B.S.	UT-265655	53	\$68.34	\$68.34	NTP
BYRNE, BRIAN	SENIOR STRUCTURAL ENGINEER	M.S.	UT-5717287	60	\$65.57	\$65.57	NTP
MARKHAM, LORETTA	ENVIRONMENTAL PROJECT MANAGER	B.S.		32	\$61.50	\$61.50	NTP
JENSEN, BRETT	PROJECT ENGINEER	B.S.	UT-5048417	20	\$48.09	\$48.09	NTP
CAMPAGNA, RICK	SR CONSTRUCTION MANAGER	MS	UT-178309-2202	8	\$48.08	\$48.08	NTP
ALBURY, ELISA	SENIOR PLANNER	M.S.		244	\$42.00	\$42.00	NTP
WILLIAMS, NICOLE	DESIGN ENGINEER	B.S.	UT-8338342	164	\$38.02	\$38.02	NTP
TOMTEN, BLAIR	DESIGN ENGINEER	B.S.	UT-8847040-2202	22	\$30.75	\$30.75	NTP
SOMMERS, CARLYE	PUBLIC INVOLVEMENT COORDINATOR	B.S.		18	\$29.44	\$29.44	NTP
MILLER, JANA	CONTRACT SUPPORT SPECIALIST	ASSOCIATE OF SCIENCE		24	\$26.75	\$26.75	NTP
HITEHEAD, LOGAN	ENGINEER INTERN			296	\$24.04	\$24.04	NTP
RTIN, JOHN	GIS SPECIALIST	B.S.		124	\$23.08	\$23.08	NTP
Total Hours for H W LOCHNER, INC.:				1,065			

UDOT Cost Proposal

Contract Number:	NEW	Mod:			
Project Number:	F-LC35(248)	PIN:	12225	UDOT Primary Contact:	Oanh Amber Le-Spradlin
PIN Description:					
Labor Costs					
Employee Name	Contract Job Title	Hours	Proposal Rate	Labor Cost	
ALBURY, ELISA	SENIOR PLANNER	244	\$42.00	\$10,248.00	
BYRNE, BRIAN	SENIOR STRUCTURAL ENGINEER	60	\$65.57	\$3,934.20	
CAMPAGNA, RICK	SR CONSTRUCTION MANAGER	8	\$48.08	\$384.64	
JENSEN, BRETT	PROJECT ENGINEER	20	\$48.09	\$961.80	
MARKHAM, LORETTA	ENVIRONMENTAL PROJECT MANAGER	32	\$61.50	\$1,968.00	
MARTIN, JOHN	GIS SPECIALIST	124	\$23.08	\$2,861.92	
MILLER, JANA	CONTRACT SUPPORT SPECIALIST	24	\$26.75	\$642.00	
PHILLIPS, JASON	PROJECT MANAGER	53	\$68.34	\$3,622.02	
SOMMERS, CARLYE	PUBLIC INVOLVEMENT COORDINATOR	18	\$29.44	\$529.92	
TOMTEN, BLAIR	DESIGN ENGINEER	22	\$30.75	\$676.50	
WHITEHEAD, LOGAN	ENGINEER INTERN	296	\$24.04	\$7,115.84	
WILLIAMS, NICOLE	DESIGN ENGINEER	164	\$38.02	\$6,235.28	
Total Hours:		1,065			
Total Direct Labor:				\$39,180.12	
Overhead:			175.78%	\$68,870.82	
Total Direct Labor plus Overhead:				\$108,050.94	
Fixed Fee:			11.00%	\$11,885.60	
Burdened Labor Cost:				\$119,936.54	
Other Direct Charges					
ODC Item	Unit of Measure	Qty	Item Cost	Extended Cost	
MILEAGE - PERSONAL VEHICLE	MILE	500.0	\$.575	\$287.50	
11 X 17 BW COPIES	EACH	1,000.0	\$.100	\$100.00	
11 X 17 COLOR COPIES	EACH	500.0	\$.500	\$250.00	
8.5 X 11 BW COPIES	EACH	2,000.0	\$.050	\$100.00	
8.5 X 11 COLOR COPIES	EACH	1,000.0	\$.250	\$250.00	
PLOTS	LINEARFOOT	100.0	\$1.250	\$125.00	
PHONE	MONTH	8.0	\$50.000	\$400.00	
Total Other Direct Charges:				\$1,512.50	
Total Cost for H W LOCHNER, INC.:				\$121,449.04	

UDOT Hours Derivation

Contract Number:	NEW	Mod:	
Project Number:	F-LC35(248)	PIN:	12225
PIN Description:	UDOT Primary Contact: Oanh Amber Le-Spradlin		

Employee Name	1V1	1R1	1V2	2E1	2R1	2V1	3E1	3R1	3R3	3U4	3V1	4R1	4R3	4V1	5Z1
PHILLIPS, JASON	4	2	2	0	4	2	0	9	0	2	4	6	0	0	18
BYRNE, BRIAN	0	0	0	0	20	0	0	40	0	0	0	0	0	0	0
MARKHAM, LORETTA	0	0	0	8	0	0	24	0	0	0	0	0	0	0	0
JENSEN, BRETT	0	0	0	0	0	0	0	0	16	0	0	0	4	0	0
CAMPAGNA, RICK	0	0	0	0	0	0	0	0	0	0	4	0	0	4	0
ALBURY, ELISA	4	0	4	98	0	0	122	0	0	0	0	0	0	0	16
WILLIAMS, NICOLE	4	18	4	0	14	0	4	24	4	9	4	30	1	4	20
TOMTEN, BLAIR	0	0	0	0	2	0	0	4	2	2	0	6	2	0	0
SOMMERS, CARLYE	0	0	0	2	0	0	16	0	0	0	0	0	0	0	0
MILLER, JANA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24
WHITEHEAD, LOGAN	0	16	0	0	40	0	0	114	0	6	4	76	16	4	4
MARTIN, JOHN	0	0	0	52	0	0	72	0	0	0	0	0	0	0	0

UDOT Hours Derivation

Contract Number:	NEW	Mod:	
Project Number:	F-LC35(248)	PIN:	12225
PIN Description:	UDOT Primary Contact: Oanh Amber Le-Spradlin		

Employee Name	5Z2																			Total
PHILLIPS, JASON	0																			53
BYRNE, BRIAN	0																			60
MARKHAM, LORETTA	0																			32
JENSEN, BRETT	0																			20
CAMPAGNA, RICK	0																			8
ALBURY, ELISA	0																			244
WILLIAMS, NICOLE	24																			164
TOMTEN, BLAIR	4																			22
SOMMERS, CARLYE	0																			18
MILLER, JANA	0																			24
WHITEHEAD, LOGAN	16																			296
MARTIN, JOHN	0																			124

UDOT Hours Derivation

Contract Number:	NEW	Mod:	
Project Number:	F-LC35(248)	PIN:	12225
PIN Description:	UDOT Primary Contact: Oanh Amber Le-Spradlin		

	1V1	1R1	1V2	2E1	2R1	2V1	3E1	3R1	3R3	3U4	3V1	4R1	4R3	4V1	5Z1	
Firm Activity Totals:	12	36	10	160	80	2	238	191	22	19	16	118	23	12	82	
	5Z2															Total
Firm Activity Totals:	44															1,065

UDOT Work Plan

Contract Number:	NEW	Mod:			
Project Number:	F-LC35(248)	PIN:	12225	UDOT Primary Contact:	Oanh Amber Le-Spradlin
PIN Description:	4100 S; 4000 W, 2700 W & 1300 W Signal Imps				

Activity: 3U3

3U3 Identify Utility Depth (SUE Level A)

Locating

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

Cardno shall:

Obtain all necessary permits from city, county, state, and other municipalities, including private property owners, for the purpose of locating the existing underground utilities as required.

Comply with any and all laws, regulations or requirements for notification prior to any excavation.

Provide all maintenance and control of traffic to perform work. This includes obtaining an encroachment permit from the permits officer and complying with all requirements imposed by said permit prior to initiating any field surveys. All traffic control plans must conform to the Manual on Uniform traffic Control Devices.

Coordinate with utility companies and utility inspector as required.

Neatly cut and remove existing paving, if required, with the cut areas not to exceed 144 square inches. Excavate test hole in such a manner as to prevent any damage to wrappings, coatings, or other protective coverings of the utility facility.

Where applicable, provide permanent restoration of pavement within the limits of the original cut at time of backfill. Such restoration and backfill procedures shall comply with the standards of the governmental authority that issued the applicable excavation permit. Whenever test holes are excavated outside of roadway pavement, these disturbed areas shall be restored, as nearly as possible, to the condition that existed prior to excavation.

Furnish, install and color code a permanent above ground marker (i.e. P.K. nail, steel pin or hub) directly above the centerline of the structure and record the elevation of the marker.

Provide a summary of the test holes horizontal and vertical location as well as the individual detailed information of each hole.

Provide the following test hole information:

- i. Test hole reference number.
- ii. Description of utility and utility owner.

- iii. Elevation of top and bottom of utility tied to the datum of UDOT.
- iv. Elevation of existing grade over the utility at the test hole referenced to the project datum.
- v. Horizontal location using centerline station and offset as well as the x y coordinates.
- vi. Identify the freeway, highway, route or city street on which the test hole is located.
- vii. Outside diameter of pipe or width of duct banks and configuration of non-encased, multi-conduit systems.
- viii. Identification of utility structure material composition, when possible.
- ix. Identification of benchmarks used to determine elevations.
- x. Pavement thickness and type and depth of water (if encountered), as requested.
- xi. General soil type and site condition, as requested and record any obvious soil contamination.
- xii. Elevation data shall be accurate to within 0.05' +/- and horizontal accuracy shall be within 0.5' +/-, based on benchmarks shown by consultant.

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

UDOT Staffing Plan

Contract Number:	NEW	Mod:	
Project Number:	F-LC35(248)	PIN:	12225
PIN Description:	4100 S; 4000 W, 2700 W & 1300 W Signal Imps		
	UDOT Primary Contact: Oanh Amber Le-Spradlin		

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date
RITCHIE, ELISHA	DIRECTOR			6	\$50.68	\$50.68	NTP
BOWDICH, BRET	SUE MANAGER			8	\$28.16	\$28.16	NTP
Total Hours for CARDNO, INC:				14			

UDOT Cost Proposal

Contract Number:	NEW	Mod:			
Project Number:	F-LC35(248)	PIN:	12225	UDOT Primary Contact:	Oanh Amber Le-Spradlin
PIN Description:					
Labor Costs					
Employee Name	Contract Job Title	Hours	Proposal Rate	Labor Cost	
BOWDICH, BRET	SUE MANAGER	8	\$28.16	\$225.28	
RITCHIE, ELISHA	DIRECTOR	6	\$50.68	\$304.08	
Total Hours:		14			
Total Direct Labor:				\$529.36	
Overhead:			170.23%	\$901.13	
Total Direct Labor plus Overhead:				\$1,430.49	
Fixed Fee:			11.00%	\$157.35	
Burdened Labor Cost:				\$1,587.84	
Other Direct Charges					
ODC Item	Unit of Measure	Qty	Item Cost	Extended Cost	
ASPHALT HOT PATCH	UNIT	22.0	\$115.000	\$2,530.00	
FLOWABLE FILL	TRIP	7.0	\$300.000	\$2,100.00	
MAINTENANCE OF TRAFFIC	SETUP	1,750.0	\$1.000	\$1,750.00	
TEST HOLES PER FOOT->6.99'	UNIT	15.0	\$70.000	\$1,050.00	
TEST HOLES-ASPHALT/CON <6.99'	TEST HOLE	22.0	\$480.000	\$10,560.00	
TEST HOLES-NAT GROUND <6.99'	TEST HOLE	8.0	\$430.000	\$3,440.00	
VAC TRUCK-PER HR/FLOWFILL	UNIT	4.0	\$285.000	\$1,140.00	
Total Other Direct Charges:				\$22,570.00	
Total Cost for CARDNO, INC:				\$24,157.84	

UDOT Hours Derivation

Contract Number:	NEW	Mod:	
Project Number:	F-LC35(248)	PIN:	12225
PIN Description:	UDOT Primary Contact: Oanh Amber Le-Spradlin		

Employee Name	3U3																		Total
RITCHIE, ELISHA	6																		6
BOWDICH, BRET	8																		8

Insurance

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

Insurance	Waived	Expiration Date	Insurance Carrier	Policy Number	Each Occurrence Limit	General Aggregate Limit	Additional Endorsement
AUTOMOBILE LIABILITY	N	10/30/2015	LIBERTY MUTUAL INSURANCE	BZS56395528	\$1,000,000	\$0	N
EXCESS/UMBRELLA LIABILITY	N	10/30/2015	LIBERTY MUTUAL INSURANCE	BZS56395528	\$4,000,000	\$4,000,000	N
GENERAL LIABILITY	N	10/30/2015	LIBERTY MUTUAL INSURANCE	BZS56395528	\$1,000,000	\$20,000,000	Y
HEALTH INSURANCE HB 331-2009	N	7/31/2015	SELECT HEALTH	XXXX	\$0	\$0	N
PROFESSIONAL LIABILITY	N	10/18/2015	CONTINENTAL CASUALTY CO	MCH288313582	\$2,000,000	\$2,000,000	N
WORKERS COMPENSATION	N	2/13/2016	WORKERS COMPENSATION FUND	2977678	\$1,000,000	\$0	N