LOCAL GOVERNMENT CONTRACT

STATE OF UTAH
LOCAL GOVERNMENT
ENGINEERING SERVICES
2013-2016 LG POOL (DIRECT SELECT)
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.: 5433513C
PIN No.: 12225
Work Discipline: Construction Engineering Management

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

   T E A Group Transportation Engineering Alliance
   9025 South 1300 East
   Sandy, UT 84094

   Legal Status of Consultant: Limited Liability Corp
   Fed ID No.: 75-3158363

   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 Construction Engineering Management services as further described in Attachment C.

3. **PROJECT/CONTRACT PERIOD:** The project/contract will terminate August 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 $119,557.15 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 - T E A Group Transportation Engineering Alliance

By: _____ 7/30/15
Title: President, Darren Rosenstein Date
Printed Name:

LOCAL AUTHORITY - West Valley City

By: _____ _____
Title: Date
Printed Name:

UTAH DEPARTMENT OF TRANSPORTATION

By: _____ 7-27-15
Title: Engineer for Preconstruction Date

LOCAL AUTHORITY - City of Taylorsville

By: _____
Title: Date
Printed Name:

APPROVED AS TO FORM
West Valley City Attorney's Office
By: _____
Date: 8.6.15

DEPARTMENT Comptroller's Office

By: _____
Title: Contract Administrator Date

Revised 8/20/2014

CERTIFICATION OF CONSULTANT

By signing this contract on behalf of the CONSULTANT, I hereby certify I am a duly authorized representative of T E A Group Transportation Engineering Alliance 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 60% of the total contract amount, excluding specialized services, with its own staff. Specialized services are those services or items that are not usually furnished by a consultant performing the particular type of service contained in this contract.

20. **PERSONNEL/STAFFING PLAN:** Any change in personnel from that specifically identified in Attachment C of this contract, must be approved by the DEPARTMENT through a modification to this contract or a Contract Management System (CMS) Alternative Staff Transaction prior to any work being performed by new personnel. Invoices submitted for payment with unauthorized personnel will not be paid. *(Provision revised July 29, 2013.)*

21. **DISPUTES:** Claims for services, materials, or damages not clearly authorized by the contract, or not ordered by the LOCAL AUTHORITY and the DEPARTMENT by prior written authorization, will not be paid. The CONSULTANT shall notify the LOCAL AUTHORITY and the DEPARTMENT in writing, and wait for written approval, before it begins work not previously authorized. If such notification and approval is not given or the claim is not properly documented, the CONSULTANT shall not be paid the extra compensation. Proper documentation alone shall not prove the validity of the claim. The parties agree to use arbitration or mediation after exhausting applicable administrative reviews to resolve disputes arising out of this contract where the sole relief sought is monetary damages $100,000 or less, exclusive of interest and costs.

22. **CLAIMS - DELAYS AND EXTENSIONS:** The CONSULTANT agrees to proceed with the work previously authorized by the contract, or in writing, continually and diligently, and will make no charges or claims for extra compensation for delays or hindrances within its control during the progress of this contract. The LOCAL AUTHORITY and the DEPARTMENT may allow an extension of time for the contract, for a reasonable period as agreed by the parties, should a delay or hindrance occur. The LOCAL AUTHORITY and/or the DEPARTMENT shall not waive any of its rights under the contract by permitting the CONSULTANT to proceed with the contract after the established completion date.

23. **CONSULTANT'S ENDORSEMENT ON PLANS, ETC.:** The CONSULTANT (if a firm, the responsible principal) is required to endorse and affix its seal to plans, reports, and engineering data furnished to the LOCAL AUTHORITY and/or the DEPARTMENT under this contract.

24. **CONTRACT MODIFICATIONS:** This contract may be amended, modified, or supplemented, as it is mutually agreed to by the parties by written contract modification, executed by the parties hereto and attached to the original signed contract. If there is Federal funding as part of the revenue for this contract, the Federal Highway Administration must approve all changes.

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

25. **TERMINATION:** This contract may be terminated as follows:

    (a) Mutual agreement of the parties; in writing and signed by the parties.

    (b) By either party for failure of the other party to fulfill its obligations, as set forth with the provisions of this contract and in particular with Attachment C, "Services Provided by the CONSULTANT" or Section 40, "Duties of the DEPARTMENT". Reasonable allowances will be made for circumstances beyond the control of the CONSULTANT and the LOCAL AUTHORITY or the DEPARTMENT. Written notice of intent to terminate is required and shall specify the reasons supporting termination.

    (c) By the LOCAL AUTHORITY or the DEPARTMENT for the convenience of the State or the LOCAL AUTHORITY upon written notice to the CONSULTANT.

    (d) Upon satisfactory completion of required contract services.

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

26. **DESIGN/CONSTRUCTION:** The CONSULTANT will utilize all current DEPARTMENT standards and be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT under this contract. The CONSULTANT will, without additional compensation, correct or revise any errors or omissions in its design, drawings, specifications and other services. This contract may remain open for modifications for any unforeseen work that may be deemed necessary by the DEPARTMENT going into the construction phase to accommodate future work by the prime CONSULTANT or sub-consultant. CONSULTANT will perform the services in accordance with the customary standard of professional care.

27. **ELECTRONIC PLAN ROOM DOCUMENTATION:** All consultants will be expected to adhere to the current DEPARTMENT development standards on the web site. It is the CONSULTANTS responsibility to provide all plans, specifications, surveys, and associated data in the DEPARTMENT acceptable electronic formats on one or more CD's. All project data will be organized in the DEPARTMENT'S project directory structure as specified in the DEPARTMENT'S current CADD Standards. It is the CONSULTANT'S responsibility to be aware of all DEPARTMENT requirements and formats. The DEPARTMENT CADD standards are available at the Engineering Technology Services (ETS) sub-page of the DEPARTMENT website www.udot.utah.gov/ets.

Computer Aided Drafting and Design acceptable formats are as follows:

(a) Drafting: MicroStation Design format (.dgn) by Bentley Systems Inc., version 8.5 or higher.

(b) Civil Design: InRoads by Bentley Systems Inc. version 8.8 or higher acceptable formats are as follows: Geometry files (.alg), Surface or digital terrain models (.dtm), Template libraries (.itl), and Roadway Designer files (.ird).

(c) Survey and Photogrammetry: InRoads Survey format (.fwd) by Bentley Systems Inc. version 8.8 or higher. Raw survey files will be in ASCII format, (point number, Northing, Easting, Elevation and code). Survey points will be coded using the DEPARTMENT feature codes located in the DEPARTMENT preference file (.xin) and Raster Images (aerial photos) will be in MicroStation compatible formats. Design and Survey work will adhere to the DEPARTMENT CADD Standards and "Mapping & Aerial Photogrammetry" Guide.

(d) Plotting: In order for the project to be published into the DEPARTMENT Electronic Plan Room (EPR) system, the CONSULTANT will prepare a file to direct the DEPARTMENT's plotting software, InterPlot, by Bentley Systems Inc. to produce the correct output. This is the InterPlot Organizer's plot-set file (filename.ips). This file contains specifications for each sheet in the plan set and controls the order and name of each sheet as they will appear in the EPR system. Instructions for preparing this file can be found at the DEPARTMENT Engineering Technology Services (ETS) website as stated above.

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

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

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

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

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

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

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

30. RIGHT OF WAY SUBMITTAL REQUIREMENTS: 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:

This is a local govt project for WVC & Taylorsville. Represent the Department (UDOT) in providing Construction Engineering Services for this 3 intersection improvement project. Interpret plans, specs, and UDOT standards. Process payment estimates; coordinate contractor work schedule and sequencing; coordinate progress meetings; provide project issue resolution; negotiate and prepare change orders; document federal worker and material compliance; perform inspections and material testing to standards; and other duties required to act on behalf of UDOT to oversee the contractor in building this project to federal requirements and documentation. Oversee a safe working environment in conjunction with a safe travel corridor. Coordinate with local govts to disseminate public information. Coordinate with stakeholders, other projects, third party utilities, UDOT personnel, and federal entities to accomplish tasks. Provide adequate, qualified, experienced, and available personnel.

2. SCOPE DOCUMENTS:

Following are the scope items contained in this attachment pages 2 through 12:

(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 August 31, 2016.

(2) Project/Contract Period: The project/contract will terminate August 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: July 13, 2015 10:57 AM

PM Approval Date: July 8, 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 Construction Engineering Management Services
Mod No.:	
Expiration Date:	August 31, 2016
Contract/Mod Amount:	$119,557.15
Fee Type:	COST PLUS FIXED FEE
Selection Method:	POOL - GE / LG (DIRECT SELECT)
Period:	2013-2016 GE / LG
Phase:	CONSTRUCTION ENGINEERING
Disciplines:	CONSTRUCTION ENGINEERING MANAGEMENT

CONTACTS

Consultant	Local Government	Local Government #2
T E A GROUP TRANSPORTATION ENGINEERING	West Valley City	City of Taylorsville
Darren Rosenstein	Erik Brondum	John Taylor
9025 SOUTH 1300 EAST SANDY, UT 84094	3600 CONSTITUTION BLVD WEST VALLEY CITY, UT 84	2600 W TAYLORSVILLE BL TAYLORSVILLE, UT 84118
	(801) 963-3406	(801) 558-2465
	ERIK.BRONDUM@WVC-UT	JTAYLOR@TAYLORSVILLE

Local Government Approval Memo

Memo Printed on: July 13, 2015 10:57 AM

PROJECT INFORMATION

PIN:	12225
Project No.:	F-LC35(248)
Job/Proj:	
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Cumulative Amount:	$119,557.15
Fee Type:	COST PLUS FIXED FEE
Selection Method:	POOL - GE / LG (DIRECT SELECT)
Period:	2013-2016 GE / LG
Phase:	CONSTRUCTION ENGINEERING
Discipline:	CONSTRUCTION ENGINEERING MANAGEMENT

CONTACTS

Consultant	Local Government
T E A GROUP TRANSPORTATION ENGINEERING	West Valley City
Darren Rosenstein	Erik Brondum
9025 SOUTH 1300 EAST	3600 CONSTITUTION BLVD
SANDY, UT 84094	WEST VALLEY CITY, UT 84119-2057
(801)733-5000	(801) 963-3406
darren@teagroup.net	ERIK.BRONDUM@WVC-UT.GOV

I am aware of and approve the scope, schedule and budget as negotiatied 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 $150,000.00 for the life of the contract, including any and all future modifications.

Local Government Signature — Date: 7/21/15

UDOT Consultant Services
Local Government Approval Memo
Memo Printed on: July 13, 2015 10:57 AM

PROJECT INFORMATION

PIN:	12225
Project No.:	F-LC35(248)
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Period:	2013-2016 GE / LG
Phase:	CONSTRUCTION ENGINEERING
Discipline:	CONSTRUCTION ENGINEERING MANAGEMENT

CONTACTS

Consultant	Local Government
T E A GROUP TRANSPORTATION ENGINEERING	City of Taylorsville
Darren Rosenstein	John Taylor
9025 SOUTH 1300 EAST	2600 W TAYLORSVILLE BLVD
SANDY, UT 84094	TAYLORSVILLE, UT 84118-2208
(801)733-5000	(801) 558-2465
darren@teagroup.net	JTAYLOR@TAYLORSVILLEUT.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 $150,000.00 for the life of the contract, including any and all future modifications.

John Taylor — Local Government Signature

21 Jul 2015 — Date

T E A GROUP TRANSPORTATION ENGINEERING ALLIANCE

Prime

UDOT CMS Contract 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

- BRIEF DESCRIPTION

  o Transportation Engineering Alliance (TEA Group) will provide full CEM services for all aspects of the **4100 South; 40th West, 27th West, & 13th West ¿ Signal Improvements Project.** The services will include staffing the project with a Resident Engineer, Field Engineer, Administrative Staff, Field Inspection & Testing Staff, Materials Lab, QC/QA, and Materials Testing Technicians.

  o Prior to construction, key members of our Engineering staff will participate in the PS&E team meeting and aid in the preparation of the final advertising package. Upon selection of a prime contractor, we will plan and conduct a preconstruction meeting & informal partnering meeting with all project stakeholders and the prime contractor.

  o During construction, we will plan and conduct all weekly construction coordination meetings and perform Construction Management, Field Engineering, Field Inspection, Project Administration, Materials Testing, and QC/QA in accordance with UDOT's Standard Specifications, MS&TR, MOI, and FHWA guidelines.

  o Upon completion of construction, our CEM team will coordinate a final project walkthrough and generate a punchlist of work for the contractor to perform prior to achieving the Physical Completion Milestone. Upon Physical Completion, TEA Group will prepare the project file for Contract Completion/Final Acceptance and submit it to UDOT Central for Final Closeout.

Project Team

  o TEA Group is the only consultant that will perform work on this contract

Assumptions

- ASSUMPTIONS
    - The project has not been awarded to a prime contractor so construction & shift durations may vary based on the Prime Contractor's CPM Schedule and phasing of construction activities. We have based our quote on a 6 week construction duration where the contractor works five days a week and only works one (10 hour) shift per day.
    - We are anticipating daily inspection shift durations to be 11 hours long. This estimate was based off of a Monday to Friday work schedule starting at 7:00 am and ending at 5:00 PM. We are also accounting for a 30 minute round trip commute and 30 minutes of documentation daily.
    - We estimate it will take 1 full time inspector and one part time field engineer for the estimated (6) week duration to properly staff the project with adequate field inspection, engineering, & testing support.
    - Please note that the hours estimated do not account for the contractor working double shifts or weekends during construction.

Phasing

- PHASING
    - PS&E will start at TEA Group's NTP and continue through December 2015.
    - The project will advertise in early January 2016.
    - The Preconstruction meeting will be held in early March 2016.
    - Construction will start approximately March 15th, 2016
    - Construction duration is anticipated to be **42 Calendar Days**
    - Substantial Completion is anticipated for April 25th, 2015
    - Physical Completion / Contract Completion will be recorded < 30 days after Substantial
    - Final Acceptance will be recorded < 30 days after Physical
    - UDOT Complex will receive project file < 30 days after Final Acceptance

Fee Type

- Cost + Fixed Fee

T E A GROUP TRANSPORTATION ENGINEERING ALLIANCE

Prime

UDOT CMS Contract 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: 85C

85C - PRECONSTRUCTION

- Consists of all activities up to and including Preconstruction Meeting.
- Review Plans - TEA Group's CEM team will perform an internal review of the project plans, Special Provisions, and applicable UDOT Standard specifications prior to construction. We will also review and become knowledgeable with:
  - Project specific bid items
  - Measurement & Payment
  - Acceptance & Documentation criteria
  - State Furnished Materials
- Coordinate Utility/Railroad - TEA Group will assist in coordinating 3rd party Utility work.
  - Facilitate Advertising activities - During the bid process, TEA Group's CEM team will be available to promptly respond to inquiries from bidding contractors and will take field calls during advertising.

Activity: 87C

87C - CONSTRUCTION MANAGEMENT

- Process Change Orders - (Budgeted 20 hrs for Change Order negotiations and drafting)
- Complete Requests for Information (RFIs)
- Hold Coordination / Weekly Meetings - TEA Group will organize and conduct weekly construction coordination meetings with the project team and key project stakeholders.
- Facilitate Partnering - TEA Group will work with the contractor, WVC, and UDOT to promote a positive partnering atmosphere throughout the duration of construction.
- Complete Maintenance Of Traffic (MOT) Reviews.
- Complete Consultant RE & FE activities
- Manage 3rd party utility coordination
- Complete submittal reviews
- Complete Critical Path Method (CPM) Schedule Review
- Review shop drawings
- Obtain & Review as-built drawings

- Facilitate Final Inspection / Walk-Through / Punch list
- Complete Claims Review

Activity: 89C

89C - PROJECT ADMINISTRATION

- Set up and maintain Project Files & Documentation
  - Maintain files in accordance with UDOT's ProjectWise naming convention & filing systems.
- Complete Project Accounting (PDBS)
  - Complete Partial Pay Estimates & Track quantities placed daily
  - Prepare & Submit final estimates
  - Complete Monthly Status of Contract Time (Progress Reports) monthly
- Process Document Control
  - Certifications
  - Pay Item Documentation
- Coordinate Civil Rights Activities
  - Employee Interviews
  - EEO / Labor Compliance
  - DBE / WBE
  - Complete Reimbursements
  - Coordinate Sub-contracts

Activity: 91C

91C -FIELD INSPECTION - *The project has not been awarded to a prime contractor. This quote is based on a 6 week construction duration where the contractor works 5 days a week and only works 1 - 10 hour shift per day. The total hours of inspection do not account for the contractor working double shifts for any extended duration during construction. The anticipated inspection shift durations are (MON - FRI = 10 hr shift + 0.5 hr round trip commute + 0.5 hr per shift for documentation = 11 hr shift). We anticipate it will take 1 full time inspector and 1 part time Field Engineer to properly staff the project.*

- Complete at grade inspection
- Verify Punch List
- Verify Survey
- Monitor MOT
- Complete field testing for small projects
- Ensure environmental compliance is met
- Complete field documentation
  - Utility / Railroad daily reports
  - Construction daily reports
  - Complete materials reports
    - Weekly embankment reports (348)

- Base & Surface Reports (138)
    - Visual Inspection Reports
    - Collect & assemble weight tickets
- Complete specialty inspection
- Ensure safety compliance
    - Accident prevention

Activity: 93C

93C - MATERIALS TESTING

- Complete acceptance testing
- Complete field sampling & testing
- Complete lab testing
- Complete off-site sampling & testing
    - Batch Plant
    - Casting Yards
    - Material Source
- Complete lab management activities
    - Documentation
    - Lab Results
    - Internal QC
    - Coordination with RE

Activity: 97C

97C - PROCESS QC/QA

- Complete internal & external reviews & audits
- Complete Local Government Agency (LG) Federal-Aid Oversight activities
    - UDOT staff augmentation
    - Federal compliance
- Complete process reviews, as needed

Activity: 99C

99C - CONTRACT CLOSEOUT

- Complete final forms
- Complete project documentation / organization
- Process closeout checklists
- Complete construction closeout to Region Contract Specialist (RCS)
- Review project documentation & make recommendations to finalize project
- Complete independent audit
- Hold post construction conference / project walkthrough

UDOT CMS 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
ROSENSTEIN, DARREN	RESIDENT ENGINEER	B.S CIVIL ENG.; CEMT;	UT-296978-2203	104	$75.00	$75.00	NTP
MORGAN, TOMMY	OFFICE MGMT / PROJECT CONTROLS	B.S. ECON; CEMT; PART 1,2,&3		159	$42.00	$42.00	NTP
EVANS, GUY	FEILD ENGINEER	IQP; PARTNERING; CEMT		181	$40.00	$40.00	NTP
BRACKENBURY, WESLEY	SR. MATERIALS TECHNICIAN	AGTT,ASTT,CSTT,DTT,EBTT ,SMD,LB		68	$34.00	$34.00	NTP
HALLING, CALLIE	OFFICE MANAGER	CEMT; PARTNERING		150	$30.00	$30.00	NTP
ESKELSEN, DAVID QUINN	FIELD/LAB TECHNICIAN	WAQTC-161583; IQP; PARTNERING		48	$25.00	$22.50	NTP
HARVEY, SALLY	ADMIN. ASSISTANT - BILLING	AD - SLCC		66	$22.00	$22.00	NTP
BETTINSON, JON	FIELD INSPECTOR - LEVEL IV	161921; IQP; PARTNERING		378	$25.00	$22.00	NTP
CHRISTIANSON, IANDLER	ADMINISTRATIVE SUPPORT	BS PSHYCOLOGY (2015)		138	$18.00	$18.00	NTP
EDE, AUSTIN	TRANS TECH / SAMPLE RUNNER			24	$20.00	$16.00	NTP
			Total Hours for T E A GROUP TRANSPORTATION ENGINEERING ALLIANCE:	1,316			

Pay Rate Variance Explanation
sser rate was quoted to WVC and UDOT PM so we are reverting all inspectors to lesser rate.

Attachment C 10 of 12

UDOT CMS 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				

Alternate Staff

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date
WATKINS, FLOYD	FIELD INSPECTOR - LEVEL IV	CTT, CSTT, SRDTT, PART 1,2,&3		0	$30.00	$30.00	NTP
CRIDDLE, JARIN	FIELD INSPECTOR - LEVEL IV	A.D. WAQTC #162028, IQP, PART		0	$25.00	$24.00	NTP
OLSEN, PARKER	FIELD INSPECTOR - LEVEL IV	IQP; SRDT; CTT;		0	$25.00	$20.00	NTP
STEWART, LARRY	INSPECTION SUPPORT - LEVEL III	IQP, CTT, SRDTT, PART		0	$25.00	$20.00	NTP
PURDIE, CHARLES	FIELD INSPECTOR - LEVEL III	IQP, CTT, SRDTT		0	$25.00	$20.00	NTP

Attachment C 11 of 12

SR-36; 3 Oclock Drive to 2000 North

PROJECT #: F-LC35(248)
PROJECT LOCATION: 4100 S.; 400 W., 2700 W, & 1300 W. Signal Improvements
UDOT PROJECT MANAGER: Oanh Le-Spradlin, P.E.

ACTIVITY	DURATION	October-15	November-15	December-15	January-16	February-16	March-16	April-16	May-16	June-16	July-16
PRECONSTRUCTION	134 DAYS	OCTOBER 1st, 2015 - MARCH 14th, 2016									
CONSTRUCTION MGMT	42 DAYS						MAR 15th - APR 25th				
PROJECT ADMINISTRATION	42 DAYS						MAR 15th - APR 25th				
FIELD INSPECTION	42 DAYS						MAR 15th - APR 25th				
MATERIALS TESTING	42 DAYS						MAR 15th - APR 25th				
QC/QA CONTROL	42 DAYS						MAR 15th - APR 25th				
CONSTRUCTION CLOSEOUT	90 DAYS							APR 26th TO JULY 24th, 2016			
	TOTAL DAYS IN MONTH	31	30	31	31	29	31	30	31	30	31
	RUNNING TOTAL DAYS	31	61	92	123	152	183	213	244	274	305

Attachment C 12 of 12

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 143.56% of the direct salary expense.

   (b) If necessary and DEPARTMENT approved, any additional direct expenses incurred in fulfilling the terms of this contract, including but not limited to travel and lodging, reproduction, telephone, equipment, supplies and fees of outside CONSULTANTS or sub-consultants will be reimbursed at actual costs.

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

   (c) The fixed fee has been determined and agreed upon as 10.50% of the combined estimated direct labor and the Overhead amount, which represents the CONSULTANT'S profit of $10,803.91. 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 $119,557.15 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 5.

UDOT CMS Cost Proposal

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				

Labor Costs

Employee Name	Contract Job Title	Hours	Proposal Rate	Labor Cost
BEEDE, AUSTIN	TRANS TECH / SAMPLE RUNNER	24	$16.00	$384.00
BETTINSON, JON	FIELD INSPECTOR - LEVEL IV	378	$22.00	$8,316.00
BRACKENBURY, WESLEY	SR. MATERIALS TECHNICIAN	68	$34.00	$2,312.00
CHRISTIANSON, CHANDLER	ADMINISTRATIVE SUPPORT	138	$18.00	$2,484.00
ESKELSEN, DAVID QUINN	FIELD/LAB TECHNICIAN	48	$22.50	$1,080.00
EVANS, GUY	FEILD ENGINEER	181	$40.00	$7,240.00
HALLING, CALLIE	OFFICE MANAGER	150	$30.00	$4,500.00
HARVEY, SALLY	ADMIN. ASSISTANT - BILLING	66	$22.00	$1,452.00
MORGAN, TOMMY	OFFICE MGMT / PROJECT CONTROLS	159	$42.00	$6,678.00
ROSENSTEIN, DARREN	RESIDENT ENGINEER	104	$75.00	$7,800.00
	Total Hours:	1,316		
	Total Direct Labor:			$42,246.00
	Overhead:		143.56%	$60,648.37
	Total Direct Labor plus Overhead:			$102,894.37
	Fixed Fee:		10.50%	$10,803.91
	Burdened Labor Cost:			$113,698.28

Other Direct Charges

ODC Item	Unit of Measure	Qty	Item Cost	Extended Cost
CONCRETE GRADATION T-27 T-11	EACH	6.0	$130.000	$780.00
CYLINDER TESTING - (3) 4" X 8"	EACH	10.0	$140.000	$1,400.00
GRAD - IGN - GYRATORY - RICE	EACH	1.0	$1,700.000	$1,700.00
T-180 - MODIFIED PROCTOR	EACH	1.0	$135.000	$135.00
2015 COMPANY VEHICLE MILEAGE	MILE	1,485.0	$.575	$853.88
JON BETTINSON - 2015 OT RATE	HOUR	90.0	$11.000	$990.00
			Total Other Direct Charges:	$5,858.88
			Total Contract Cost:	**$119,557.15**

UDOT CMS Hours Derivation

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	85C	87C	89C	91C	93C	97C	99C									Total
ROSENSTEIN, DARREN	20	60	0	0	0	0	24									104
MORGAN, TOMMY	15	36	60	0	0	0	48									159
EVANS, GUY	15	60	0	90	0	0	16									181
BRACKENBURY, WESLEY	0	0	0	0	0	48	20									68
HALLING, CALLIE	0	0	90	0	0	0	60									150
ESKELSEN, DAVID QUINN	0	0	0	0	48	0	0									48
HARVEY, SALLY	0	0	30	0	0	0	36									66
BETTINSON, JON	0	0	0	330	0	0	48									378
CHRISTIANSON, CHANDLER	0	0	90	0	0	0	48									138
BEEDE, AUSTIN	0	0	0	0	24	0	0									24

Attachment D 4 of 5

UDOT CMS Hours Derivation

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				

	85C	87C	89C	91C	93C	97C	99C									Total
Firm Activity Totals:	50	156	270	420	72	48	300									1,316
	85C	**87C**	**89C**	**91C**	**93C**	**97C**	**99C**									**Total**
Transaction Activity Totals:	50	156	270	420	72	48	300									1,316

Attachment D 5 of 5

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	6/1/2016	PROGRESSIVE	03749102-0	$1,000,000	$0	N
EXCESS/UMBRELLA LIABILITY	N	8/19/2015	HARTFORD CASUALTY INSURANCE CO	72SBANX1799	$3,000,000	$3,000,000	N
GENERAL LIABILITY	N	8/19/2015	HARTFORD CASUALTY INSURANCE CO	72SBANX1799	$2,000,000	$4,000,000	Y
PROFESSIONAL LIABILITY	N	4/7/2016	UNDERWRITERS AT LLOYDS LONDON	14LFSPL0134	$1,000,000	$2,000,000	N
WORKERS COMPENSATION	N	1/5/2016	SENTINEL INSURANCE LTD	72WECGAA539	$1,000,000	$0	N