
SALT LAKE CITY COUNCIL STAFF REPORT

DATE: August 4, 2006

SUBJECT: **Interlocal Agreement with Utah Department of Transportation for Federal funding for design of reconstruction of 900 East Street from 900 South to 2100 South**

AFFECTED COUNCIL DISTRICTS: Districts 5 and 7

STAFF REPORT BY: Gary Mumford

ADMINISTRATIVE DEPT. AND CONTACT PERSON: Department of Public Services
John Naser

Approximately five years ago the City applied for federal funding for rehabilitation of 900 East Street between 900 South and 2100 South. Salt Lake City has been approved for a \$5.1 million Federal Highway Surface Transportation Program grant for this project. The Engineering Division is recommending that the City Council adopt a resolution authorizing the Mayor to sign the interlocal agreement with the Utah Department of Transportation for the design of the project. The Council will consider another interlocal agreement for this project before construction begins in 2008.

The City Council has already been briefed on this project prior to appropriating Class C Road funds in fiscal year 2005-06 for the local match to design the project. The Engineering Division will design the project in house. A local match of \$23,020 (6.77%) is required plus 100% of the environmental study at a cost of \$30,000. Meetings will be held with community councils and with property owners during the project design. The construction will be a major rehabilitation project to include removing old curb & cutter and old asphalt. Measures will be taken to minimize disruptions during construction.

Under amendments made by the 2003 Legislation to the Interlocal Cooperative Act, City Council action is not required for interlocal agreements except when the interlocal agreement includes any of the following:

- Acquires or transfers real property
- Construction of a facility or improvements to real property
- Bonding
- Sharing taxes or other revenue
- Agreements that includes an out-of-state public agency
- Agreements that require budget adjustments to the City's current or future budgets
- Creation of an interlocal agency

A Council resolution is required for this interlocal agreement because it involves improvements to real property.

CC: Rocky Fluhart, Sam Guevara, Rick Graham, Max Peterson, John Naser

RICHARD GRAHAM
PUBLIC SERVICES DIRECTOR

SALT LAKE CITY CORPORATION
DEPARTMENT OF PUBLIC SERVICES


ROSS G. "ROCKY" ANDERSON
MAYOR

RECEIVED


JUL 17 2006

SALT LAKE CITY
ENGINEERING DIVISION

COUNCIL TRANSMITTAL

TO: Rocky J. Fluhart 
Chief Administrative Officer

DATE July 14, 2006

FROM: Rick Graham, Director of Public Services 

SUBJECT: 900 East – 900 South to 2100 South
UDOT Project No. STP-2180(2)4
SLC Job No. 102126

STAFF CONTACT: John Naser, P.E. – 535-6240

DOCUMENT TYPE: Resolution

RECOMMENDATION: That the Council adopt a resolution and authorize the Mayor to sign the Cooperative Agreement for design of the referenced project.

BUDGET IMPACT: The Cooperative Agreement requires the City to provide a match of \$53,020.00 for design engineering services. The money is to come from the following cost center: 83-05036-2740. The IFAS number is 83100286. The activity code is 695.

BACKGROUND/DISCUSSION: Salt Lake City has been approved for a \$5.1 million Federal Highway Surface Transportation Program grant to reconstruct 900 East from 900 South to 2100 South. This agreement provides the local match funding for the project design. The project is scheduled to be constructed in 2008.

PUBLIC PROCESS: Meetings will be held with the appropriate community councils and with abutting property owners during the design process.

VAULT COPY

451 SOUTH STATE STREET, ROOM 148, SALT LAKE CITY, UTAH 84111

TELEPHONE: 801-535-7775 FAX: 801-535-7789

WWW.SLCGOV.COM



20063727

102126

RESOLUTION NO. _____ OF 2006
AUTHORIZING THE APPROVAL OF AN
INTERLOCAL COOPERATIVE AGREEMENT
(DESIGN ENGINEERING REIMBURSEMENT)
BETWEEN SALT LAKE CITY CORPORATION AND
THE UTAH DEPARTMENT OF TRANSPORTATION

WHEREAS, Title 11, Chapter 13, Utah Code Ann., 1953, allows public entities to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, the attached agreement has been prepared to accomplish said purposes;

THEREFORE, BE IT RESOLVED by the City Council of Salt Lake City, Utah, as follows:

1. It does hereby approve the execution and delivery of the following:

AN INTERLOCAL COOPERATIVE AGREEMENT (DESIGN ENGINEERING REIMBURSEMENT) BETWEEN THE UTAH DEPARTMENT OF TRANSPORTATION AND SALT LAKE CITY CORPORATION REGARDING 900 EAST, 900 SOUTH TO 2100 SOUTH, PROJECT NUMBER STP-2180(2)4.

2. The effective date of the agreement shall be the date it is signed by all parties to the agreement.

3. Ross C. "Rocky" Anderson, Mayor of Salt Lake City, Utah, or his designee, is hereby authorized to approve said agreement on behalf of Salt Lake City Corporation, subject to such minor changes which do not materially affect the rights and obligations of the City thereunder and as shall be approved by the Mayor, his execution thereof to constitute conclusive evidence of such approval.

Passed by the City Council of Salt Lake City, Utah, this _____ day of _____, 2006.

SALT LAKE CITY COUNCIL

By: _____
CHAIRPERSON

Insurance is from Salt Lake City Corporation - City is self insured
SALT LAKE CITY CORPORATION
INSURANCE CHECKLIST

In order to meet the City's requirements, all certificates of insurance must include the following:

- ___ 1) Issuance Date.
- ___ 2) Name and address of Producer (Insurance Agent).
- ___ 3) Name and address of Insured (the entity with whom the City is dealing i.e. entering contract, issuing a permit, etc.). In the case of a subdivision development contract, the named insured must be identical with the developer with whom the City has contracted.
- ___ 4) Name of Company(ies) Affording Coverage.
- ___ 5) Commercial General Liability insurance showing coverage limits of at least \$1,000,000 per occurrence with a \$2,000,000 aggregate. The contract may require even higher limits, in which case the certificate must conform to the contractual requirements.
- ___ 6) Effective dates of the policy covering the period of the grant, license, permit, etc.
- ___ 7) Salt Lake City Corporation listed as "Additional Named Insured."
- ___ 8) Salt Lake City Corporation or the City department involved listed as "Certificate Holder."
- ___ 9) The "Cancellation" block modified to read as follows (the agent must initial the modification):

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

- ___ 10) In lieu of number 9 above, there must be verification of the existence of a rider to the policy specifying 30 days written notice of cancellation, without exception, to Salt Lake City.
- ___ 11) Certificate must not contain any language which would detrimentally affect the interests of Salt Lake City Corporation.
- ___ 12) An original signature of "Authorized Representative," not a copy or stamp OR a computer generated laser signature with a letter from the insurance company (letter to be kept on file in

COOPERATIVE AGREEMENT DESIGN ENGINEERING REIMBURSEMENT

Program
(FEDERAL PARTICIPATION)

THIS AGREEMENT, made and entered into this ____ day of _____, 20__, by and between the Utah Department of Transportation hereinafter referred to as "UDOT" and Salt Lake City, State of Utah, acting through its Mayor, hereinafter referred to as "LOCAL AUTHORITY" witnesseth that:

WHEREAS, the parties to this agreement desire to provide for the design of the project 900 East; 900 South to 2100 South, financed in part from Federal-aid highway funds, said project located in Salt Lake City and identified as STP-2180(2)4; and

WHEREAS, the LOCAL AUTHORITY, will perform design engineering services for the project; and

WHEREAS, UDOT's Policy for Design Engineering on Local Government Projects provides that UDOT not perform design engineering for local government projects, unless a hardship exists and substantial savings can be realized by using UDOT design engineering, and UDOT design resources are available; and

WHEREAS, by law, UDOT may not expend State funds on any local government project

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. **Description of Work Involved:**

UDOT Shall:

- a. Provide a Project Manager for the project.
- b. Provide, upon written request, concept meeting, scoping meeting, environmental review, design study report review, right-of-way acquisition approval, utility agreements, P.S. & E. review, right-of-way certification, and final review.
- c. Package the project for advertising and award the construction contract.
- d. Provide Technical Assistance and Engineering Services to the LOCAL AUTHORITY only if such Technical Assistance and Engineering Services are requested in writing from the LOCAL AUTHORITY and are not available from other private Consultants.
- e. Charge appropriate costs for Technical Assistance and Engineering Services to the LOCAL AUTHORITY.
- f. Charge appropriate costs for Design Reviews and Project Management to the project.

2. **Liability:** LOCAL AUTHORITY agrees to hold harmless and indemnify UDOT, its officers, employees and agents (Indemnities) from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of the LOCAL AUTHORITY'S negligent acts, errors or omissions in the performance of this project, and from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of Indemnities' failure to inspect, discover, correct, or otherwise address any defect, dangerous condition or other condition created by or resulting from LOCAL AUTHORITY's negligent acts, errors or omissions in the performance of this project.

Any periodic plan and specification review or construction inspection performed by UDOT arising out of the performance of the project does not relieve the LOCAL AUTHORITY of its duty in the performance of this project or to ensure compliance with acceptable standards.

3. Financing of Project:

The costs shown below are only estimates for preconstruction phase of project. Actual costs exceeding any funds outside the Commission approved STIP amount will be paid by the local authority. The funding percentages match applies to the Commission approved STIP amount only. Any requests for additional federal funding above the approved amount will require the local authority to make an official request to their MPO or Joint Highway Committee and the Transportation Commission for extra matching funds. This may require an amendment to the STIP with advertisement to the public if approved by the Transportation Commission.

	FEDERAL PARTICIPATING	FEDERAL NON- PARTICIPATING
UDOT Technical Assistance and Engr. Services (Charged to LOCAL AUTHORITY)	As requested	
UDOT Design Reviews, Approvals, Agreements, and Project Management	\$20,000.00	\$
Environmental	\$0.00	\$30,000.00
LOCAL AUTHORITY Design Engineering	\$320,000.00	\$
Design Administrative Costs	\$0.00	\$
ESTIMATED TOTAL PARTICIPATING AND NON-PARTICIPATING COSTS	\$340,000.00	\$30,000.00
GRAND TOTAL (Participating + Non- participating)	\$370,000.00	
Federal Funds 93.23%	\$316,980.00	
Local Match 6.77%	\$23,020.00	
Local Authority Non-participating Costs	\$30,000.00	
Total Local Authority Match and Non- participating Costs	\$53,020.00	

NOTE: The Utah State Transportation Commission has approved \$5,084,200.00 in total funds for this project. Any additional participating project costs above this amount shall be paid by the Local Authority.

- a. **Payment of LOCAL AUTHORITY Matching Share:** Upon signing this agreement, the LOCAL AUTHORITY will pay their matching share for phase I estimated at **\$23,020.00**. The LOCAL AUTHORITY shall make a check payable to the Utah Department of Transportation referencing the project number, STP-2180(2)4. Payment should be mailed to UDOT Comptroller's Office 4501 South 2700 West, Salt Lake City, Utah 84119-5998.
 - b. **UDOT Technical Assistance and Services:** The LOCAL AUTHORITY shall pay all costs (both direct and indirect) for any Technical Assistance and Services performed by UDOT relative to this project.
 - c. **UDOT Design Reviews, Approvals, Agreements, and Project Management:** The LOCAL AUTHORITY shall pay all costs (both direct and indirect) for Design Reviews, Approvals, Agreements, and Project Management performed by UDOT less the eligible amount reimbursed to UDOT by the Federal Government.
 - d. **LOCAL AUTHORITY Design Engineering:** The LOCAL AUTHORITY shall submit three copies of billings for the LOCAL AUTHORITY Design Engineering with attached supporting data for costs incurred to the UDOT Project Manager. The LOCAL AUTHORITY and UDOT Project Manager shall certify and approve the billings.
 - e. **Design Administrative Costs:** The LOCAL AUTHORITY shall submit billings for design administrative costs it has incurred in three copies, properly certified, to the Project Manager. This billing shall be submitted within two weeks of the award of the Construction Contract. Payment shall be made to the LOCAL AUTHORITY for work covered by the billing. Further adjustments for total project costs and the LOCAL AUTHORITY's participation therein shall be made at the final invoice stage.
 - f. **Underruns:** The UDOT Comptroller shall provide the LOCAL AUTHORITY with a final invoice, showing all costs, after final inspection and acceptance of the project by the FHWA. If the deposited amount stated above exceeds the LOCAL AUTHORITY's share of the design of the project, UDOT may return the amount of overpayment to the LOCAL AUTHORITY or apply the balance toward construction phase.
 - g. **Overruns:** If project costs exceed the estimated amount, the LOCAL AUTHORITY shall pay its matching share for the overruns prior to the project being advertised. UDOT may delay advertising the project until after the payment is made. Should the LOCAL AUTHORITY fail to reimburse UDOT for costs that exceed the federal reimbursement, federal funding for other LOCAL AUTHORITY projects or B&C road funds may be withheld until payment is made.

UDOT shall furnish a quarterly statement to the LOCAL AUTHORITY and UDOT project manager showing costs charged to the project.
 - h. **Termination:** If this agreement is terminated for reasons other than satisfactory completion of the provisions of this agreement, UDOT may bill the LOCAL AUTHORITY for all costs incurred, providing prepaid amounts do not cover expenditures. The LOCAL AUTHORITY shall pay such costs within 30 days after receiving the billing. Federal funds for future projects may be withheld until payment is made.
4. **Plan Review:** Final plans, specifications and estimates shall be approved by the LOCAL AUTHORITY and reviewed by the UDOT acting for the Federal Highway Administration prior to advertising for bids for construction.

5. **Termination:** This agreement may be terminated as follows:

- a. By mutual agreement of the parties, in writing
- b. By either UDOT or the LOCAL AUTHORITY for failure of any of the parties to fulfill their obligations as set forth in the provisions of this agreement. Reasonable allowances will be made for circumstances beyond the control of the parties. Written notice of intent to terminate is required and shall specify the reasons for termination.
- c. By UDOT for the convenience of the State upon written notice to the LOCAL AUTHORITY.
- d. Upon satisfactory completion of the provisions of this agreement.
- e. By UDOT, in the event that construction of the project for which this design engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed.

6. **RECORDS, AUDITS & ACCOUNTS**

Local Agencies shall comply with the Code of Federal Regulations, Title 49, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Local Agencies shall also comply with the cost principles and procedures in the Office of Management and Budget, Circular A-87, Cost Principles for State and Local Governments.

Records pertaining to the Federal-aid Highway Program shall be retained for a minimum period of 3 years following the date when the final voucher is submitted to the Federal Highway Administration.

Local Agencies receiving Federal funds are subject to the audit requirements of the Office of Management and Budget Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. A single audit conducted in accordance with OMB Circular No. A-133 is required if a Local Agency receives \$500,000 or more in a year in Federal funds from all sources. Local Agencies shall provide copies of required audits to the Utah Department of Transportation, Internal Audit, 4501 South 2700 West, Box 148230, Salt Lake City, Utah 84114-8230 and the Federal Highway Administration Utah Division, 2520 W. 4700 S., Suite 9A, Salt Lake City, UT 84118.

7. **REPRESENTATION REGARDING ETHICAL STANDARDS FOR LOCAL AUTHORITY OFFICERS AND EMPLOYEES AND FORMER LOCAL AUTHORITY OFFICERS AND EMPLOYEES:**

Each of the DEPARTMENT represents that it has not:

- a. provided an illegal gift or payoff to a LOCAL AUTHORITY officer or employee or former LOCAL AUTHORITY officer or employee, or his or her relative or business entity
- b. retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business
- c. knowingly breached any of the ethical standards set forth in the LOCAL AUTHORITY's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or
- d. knowingly influenced, and hereby promises that it will not knowingly influence, a LOCAL AUTHORITY officer or employee or former LOCAL AUTHORITY officer or employee to breach any of the ethical standards set forth in the LOCAL AUTHORITY's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

8. Inter-local Cooperation Act Requirements:

- a. This agreement shall be approved by each party pursuant to § 11-13-202.5, of the Interlocal Co-operation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Act");
- b. This agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to § 11-13-202.5 of the Act;
- c. A duly executed original counterpart of this agreement shall be filed with the keeper of records of each party, pursuant to § 11-13-209 of the Act.
- d. Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action done pursuant to this agreement, and for any financing of such costs; and
- e. No separate legal entity is created by the terms of this agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the mayor of the LOCAL AUTHORITY and the Regions Director of UDOT, acting as a joint board. No real or personal property shall be acquired jointly by the parties as a result of this agreement. To the extent that a party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such party shall do so in the same manner that it deals with other property of such party.

9. Duration

The term of this agreement shall begin on the date it has been approved by all parties hereto and shall terminate as provided in Section 5, which termination date shall be not more than 50 years after the beginning of the term.

Attachments:

A - Services Provided By the Local Authority

Project Number: STP-2180(2)4
Project Name: 900 East; 900 South to 2100 South
Authority No.: 51034
PIN No.: 4226

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day, month, and year first above written.

AUTHORIZED LOCAL AUTHORITY OFFICIAL: Salt Lake City

By: _____
Title: _____ Date: _____

Printed Name: _____

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date: 7-21-06
By: Boyd Ferguson

UTAH DEPARTMENT OF TRANSPORTATION REGION OFFICE

By: _____
Title: Region Director Date: _____

UTAH DEPARTMENT OF TRANSPORTATION

Project Management Administration signature required when the standard boilerplate agreement has been modified.

☐ Check box if Project Management Administration signature is required.

By: _____
Title: Director of Engineering Services Date: _____

By: _____
Title: Contract Administrator Date: _____

This form agreement has been reviewed and approved by the designated representative of the Attorney General.

1. **General Provisions:** The Grantee will comply with all Federal laws and requirements which are applicable to grant agreements, and imposed by the Federal Highway Administration (FHWA) concerning special requirements of law, program requirements, and other administrative requirements.
2. **Modification:** This agreement may be amended at any time by a written modification properly executed by both the FHWA and the Grantee.
3. **Retention and Custodial for Records:**
 - (a) Financial records, supporting documents, statistical records, and all other records pertinent to this instrument shall be retained for a period of three (3) years, with the following exception:
 - (1) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation claims, or audit findings involving the records have been resolved.
 - (2) Records for non-expendable property, if any, required with Federal funds shall be retained for three years after its final disposition.
 - (3) When records are transferred to or maintained by FHWA, the 3-year retention requirement is not applicable to the recipient.
 - (b) The retention period starts from the date of the submission of the final expenditure report.
 - (c) The Secretary of Transportation and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers, and records of the recipient, and its contractors and subcontractors, to make audits, examinations, excerpts, and transcripts.
4. **Equal Employment Opportunity:**
 - (a) The application/recipient agrees to incorporate in all contracts having a value of over \$10,000, the provisions requiring compliance with Executive Order 11246, as amended, and implementing regulations of the United States Department of Labor at 41 CFR 60, the provisions of which, other than the standard EEO clause and applicable goals for employment of minorities and women, may be incorporated by reference.
 - (b) The application/recipient agrees to ensure that its contractors and subcontractors, regardless of tier, awarding contracts and/or issuing purchase orders for material, supplies, or equipment over \$10,000 in value will incorporate the required EEO provisions in such contracts and purchase orders.
 - (c) The applicant/recipient further agrees that its own employment policies and practices will be without discrimination based on race, color, religion, sex, national origin, handicap or age; and that it has or will develop and submit to FHWA by August 1 an affirmative action plan consistent with the Uniform Guidelines on Employee Selection Procedures, 29 CFR 1607, and the Affirmative Action Guidelines, 29 CFR 1608.
5. **Copeland Act:** All contracts in excess of \$2,000 for construction or repair awarded by recipient and its contractors or subcontractors shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, and person employed in the construction, completion, or repair of public work, or give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to FHWA.
6. **Davis-Bacon Act:** When required by the Federal program legislation, all construction contracts awarded by the recipient and its contractors or subcontractors of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the G/CAO.
7. **Contract Work Hours and Safety Standards Act:** Where applicable, all contracts awarded by recipient in excess of \$2,500 that involve the employment of mechanics or laborers, shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulation (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages or every mechanic and laborer on the basis of a standard workday of 8 hours and a standard workweek of 40 hours. Work in excess of the standard workday or workweek is permissible provided that the worker is compensated at a rate of not less than 1-2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the workweek. Section 107 of the Act if applicable to construction work provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
8. **Access to Records:** All negotiated contracts (except those of \$10,000 or less) awarded by recipients shall include a provision to the effect that the recipient, FHWA, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcripts.
9. **Civil Rights Act:** The recipient shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and in accordance with Title VI of that Act, no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied that benefits of, or be otherwise subjected to discrimination under any program or activity for which the recipient received Federal financial assistance and shall immediately take any measures necessary to effectuate this Agreement. It shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) prohibiting employment discrimination where:
 - (a) The primary purpose of and instrument is to provide employment, or
 - (b) Discriminatory employment practices will result in unequal treatment of persons who are or should be benefitting from the grant-aided activity.
10. **Nondiscrimination:** The applicant/recipient hereby agrees that, as a condition to receiving any Federal financial assistance from the Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d), related nondiscrimination statutes, and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, handicap or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the applicant/recipient receives Federal financial assistance. The specific requirements of the United States Department of Transportation standard Civil Rights assurances with regard to the States' highway safety programs (required by 49 CFR 21.7 and on file with the U.S. DOT) are incorporated in this grant agreement.
11. **Rehabilitation Act:** The recipient shall comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794, P.L. 93-112), and all requirements imposed by or pursuant to the regulations of the Department of Health, Education, and Welfare (45 CFR, Parts 80, 81, and 84), promulgated under the foregoing statute. It agrees that, in accordance with the foregoing requirements, no otherwise qualified handicapped person, by reason of handicap, shall be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program or activity receiving Federal financial assistance, and that it shall take any measures necessary to effectuate this Agreement.
12. **Government Rights (Unlimited):** FHWA shall have unlimited rights for the benefit of the Government in all other work developed in the performance of this Agreement, including the right to use same on any other Government work without additional cost to FHWA.
13. Accountability of equipment acquired in prior years will be transferred to the current year Grant. An updated inventory list will be provided by FHWA.
14. This Grant is subject to the conditions specified in the enclosed Negotiation Document.
15. **Drug-Free Workplace:** By signing this agreement, the recipient certifies that it is in compliance with the Drug-Free Workplace Act (41 U.S.C. Sec. 701 et seq.) And implementing regulations (49 CFR Part 29), which require, in part, that grantees prohibit drug use in the workplace, notify the FHWA of employee convictions for violations of criminal drug laws occurring in the workplace, and take appropriate personnel action against a convicted employee or require the employee to participate in a drug abuse assistance program.
16. **Limitation on Use of Federal Funds for Lobbying for Grants in Excess of \$100,000:** By signing this agreement the recipient declares that it is in compliance with 31 U.S.C. Sec. 1352, which prohibits the use of Federally appropriated funds to influence a Federal employee, officer, or Member of Congress in connection with the making or modification of any Federal grant, loan, contract, or cooperative agreement. Unless the payment of funds is otherwise reported to FHWA, signing this agreement constitutes a declaration that no funds, including funds not Federally appropriated, were used or agreed to be used to influence this grant. Recipients of subgrants in excess of \$100,000 must make the same declarations to the grant recipient. With respect to the payment of funds not Federally appropriated by the recipient and sub-recipients, the recipient must report to the FHWA the name and address of each person paid or performing services for which payment is made, the amount paid, and the activity for which the person was paid.

SERVICES PROVIDED BY THE LOCAL AUTHORITY

1. SCOPE SUMMARY:

Preconstruction Engineering for Project No. STP-2180(4); 900 East; 900 South to 2100 South in Salt Lake City as noted in Salt Lake City's Work Plan found in this Attachment

2. SCOPE DOCUMENTS:

Following are the scope items contained in this attachment pages 3 through 48:

- (a) UDOT PM Approval Memo
- (b) Detailed Work Plan
- (c) QC/QA 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 September 30, 2007.
 - (2) Project/Agreement Period: The project/agreement will terminate September 30, 2007, unless otherwise extended or canceled in accordance with the terms and conditions of this agreement. If additional time is required beyond the project completion date, the LOCAL AUTHORITY shall submit a "Agreement Time Extension Modification" to the DEPARTMENT'S Project Manager for approval and processing.
- (f) Cost proposal
- (g) Sub-Consultant Information

3. Certificate of Insurance



**CONSULTANT SERVICES
COOPERATIVE AGREEMENT
PROJECT MANAGER APPROVAL MEMO**

DATE: March 17, 2006

TO: Alan Loiacono, LG Contract Administrator, aloiacono@utah.gov

FROM: Aaron Wall, R2 Project Manager, awall@wcecengineers.com

Project No:	STP-2180(2)4	Job/Proj (CID No):	5103415D		
Project Location / Description::	900 East, 800 South to 2100 South - Salt Lake City				
PIN No:	4226	Coop Agreement No:	New	Mod No:	NA
Work Discipline:	Preconstruction Engineering				

Local Government Entity:	Salt Lake city		
Project Contact Name:	John Naser		
Contact Title:	Project Manager		
e-mail Address:	john.naser@slcgov.com		
Phone No:	801-535-6240		

Agreement/ Modification Project Completion Date:	September 30, 2007
Agreement / Modification Approval Amount (\$)	\$322,758.38
Comments:	This project is being designed by Salt Lake City.

THIS FORM IS CERTIFYING THAT THE UDOT PROJECT MANAGER HAS REVIEWED AND APPROVED
THE FOLLOWING COOP AGREEMENT / MODIFICATION LOCAL DOCUMENTS:

- Work Plan / Scope of Work
- Cost Proposal
- Staffing Plan
- Quality Control / Quality Assurance Plan & Checklist
- Work Schedule
- Project-Specific Insurance Certificate
- Sub Consultant (s) Work Plan & Cost Proposal

**Salt Lake City
Department of Public Services
Engineering Division**

**SCOPE OF WORK/PROJECT WORK PLAN
900 East, 900 South to 2100 South
Project No. STP-2180(2)4**

General Services

Salt Lake City Engineering Division will accomplish the preconstruction design engineering for the 900 East project in accordance with the following:

- The design work will be accomplished with existing staff engineering personnel
- Engineering will utilize the services of Salt Lake City's on retainer consultant engineering firms to assist as needed with the design process. These consultant firms will be used for topographic surveying and mapping, traffic signal design, street light design and geotechnical investigations and pavement design.
- Engineering will coordinate the design with other City Departments, public and private utility companies, neighborhood community councils, stake holders and affected businesses.
- A quality control and quality assurance process will be implemented using a team of senior engineering personnel and consultants not associated with the project and the Engineering's project review process.
- The project will be reviewed using UDOT's Design Process Manual procedures and the City 40%, 70% and 100% complete review procedures. These reviews incorporate in affected City Departments and utility companies with facilities within the right of way.
- All plans, schematic drawings, etc. shall follow Salt Lake City Standards for AutoCAD drafting, layout and surveying and will comply with UDOT procedures. The drawings will be converted to UDOT's current versions of InRoads and MicroStation for advertising purposes
- Distribution of project plans and design materials will be determine by City's Project Engineer and UDOT's Project Manager. Distributions will be made as needed to UDOT personal, Federal Highway Administration personal, City

personal and different divisions, public and private utility companies and others necessary to complete reviews of the project and to obtain needed approvals.

Develop 40% Review Plans

Overview

Prepare the base topographic drawings and 40% complete plans for City Review...

Responsibility

Project Engineer

Description

The following will occur in the 40% complete review plans:

- Plot existing topographic information and survey control sheet.
- Prepare plan cover sheets and sheet indexes.
- Plot proposed curb and gutter locations.
- Review of Engineer's preliminary estimate.

Product

40% Complete plans

City 40% Design Review Phase

Develop Mapping and Topography

Activity # 02D

Overview

Utilize the City's surveying consultant to perform the surveying, mapping and topography for the total length of the project

Responsibility

Project Engineer

Consultant Survey Crew

Description

Utilize City Surveying Consultant to perform the following:

- Set project surveying control.
- Incorporate and document all intersection monuments.
- Coordinate survey with city coordinate system, bench mark elevations and basis of bearing to match City records.

- Determines the detail and accuracy of mapping, topography, and street monument ties required for the project.
- Collect topographic data to accurately define the terrain and existing conditions.
- Perform the field surveys to define the existing roadway, curbs, driveway approaches, sidewalks, street trees, signs, lights, traffic signals, structures, utility features.
- Determine existing grades, elevations and profiles.
- Product topographic mapping and survey data for the project will be provided in electronic data files and plotted drawings.
- Prepare surveying in City standard format and procedures. Prepare base drawing in City AutoCAD format. Surveying data and drawing to be converted to UDOT's current versions of InRoads and MicroStation.
- Consultant surveyor to certify all contracted maps and topography as correct in accordance with their City surveying contract.

Product

Topography map and survey data for the project in electronic data files.

Hold Project Kickoff Meeting

Activity # 04D

Overview

Schedule and hold a project design kick off meeting with the project team and affected stake holders.

Responsibility

City Project Manager
Project Engineer

Description

The Project Manager holds a kickoff meeting with the members of the team to develop and approve the following:

- Prepare a project charter
- Review the project scope and construction schedule.
- Review City quality control and acceptance procedures
- Review team communication plans and procedures
- Discuss the public involvement plan and procedures.

Product

A quality plan, communication plan, public involvement plan, and acceptance of the scope, schedule and budget for the project.

Conduct Scoping Meeting and Develop Minutes

Activity # 10D

Overview

All stakeholders will attend a scoping meeting to identify design features to be included in project. Review project schedules and estimates and to develop scoping meeting minutes.

Responsibility

City Project Manager

Description

The following will occur in the scoping meeting:

- Present preliminary plans and area photos all existing roadway features so the project can be scoped.
- Each member of the scoping team receives copies of the concept report and the plans.
- Review of Engineer's preliminary estimate.

Product

Scoping minutes stating findings and recommendations
Estimated Project Cost

Hold City 40% Design Review Meeting

Overview

City holds a 40% complete design review meeting with stake holders

Responsibility

Project Engineer

Description

The following will occur in the 40% Review meeting:

- Review preliminary plans showing all existing roadway features and proposed curb and gutter locations.
- Review preliminary plans with affected public and private utility companies.
- Review and get comments from all City Departments with responsible for different aspects of the project.
- Review of Engineer's preliminary estimate.

Product

40% Complete plan review

Obtain Preliminary Utility Information

Activity # 16D

Overview

As part of the 40% review process notify public and private utility companies located in the proposed project right of way of the intended project. Request the utility companies to provide the City with updated plans of their facilities.

Responsibility

Project Engineer

Description

The City will develop the utility company requirements and coordinate the following information:

- The utility companies will provide updated plans and information on their facilities to the City during the 40% complete design review period. If possible the city will modify the roadway design to eliminate or lessen utility conflicts.
- The utility companies will review the proposed street improvements and design and determine their relocation or modification requirements during the 70% complete review period. The City will review with the companies their responsibility for relocation of conflicts in accordance with the City's franchise agreement

Product

Utility plans and facilities coordinated with the design.

Conduct Roadway Geotechnical Investigation

Activity # 22D

Overview

Utilize the City's personnel, geotechnical and pavement management consultants to perform the investigations of the existing conditions and an evaluation of the present pavement structure of 900 East.

Responsibility

Project Engineer

Consultant Geotechnical Engineer

Description

The Geotechnical consultant conducts drilling and soil sampling for the following:

- Collect information for pavement design considerations.

- Determine the depth and condition of existing asphalt/concrete pavement structure.
- Perform nondestructive testing of the existing pavement to determine load capacity.
- Investigate subsurface soil conditions.
- Prepare generalized soil boring logs and other charts and graphs as required.
- Conduct laboratory soil testing to provide design recommendations and to evaluate the load carrying capacity of the existing pavement structure.
- Prepare the Geotechnical Report.

Product

Soil Boring Logs

Condition of the existing pavement structure

Geotechnical Report

Develop Pavement Design

Activity # 28D

Overview

Utilize the City's personnel and pavement management consultant develop pavement design

Responsibility

Project Engineer

Consultant Geotechnical Engineer

Region Pavement Engineer

Description

Develop a pavement design using the following criteria:

- Utilize the existing underlying concrete pavement structure as a pavement base wherever possible to lesson construction impacts and reduce costs.
- Evaluate traffic loading and anticipated traffic growth from information provided by the City's Department of Transportation and 900 East Traffic Study.
- Coordinate testing activities to obtain required data.
- Develop feasible pavement overlay design options.
- Utilize UDOT overlay design procedures based on nondestructive testing methods to develop the pavement structure.
- Conduct an analysis for each option. Select the best pavement option.
- Submit the pavement design recommendation to the Region Materials Engineer for concurrence.

Product

Approved Pavement Design

Prepare and Request Design Exceptions

Activity # 31D

Overview

Prepare the request for Design Exceptions and submit it to the UDOT Preconstruction Engineer for approval.

Responsibility

Project Engineer

Description

Any design elements that does not meet Salt Lake City, UDOT and/or AASHTO design standards will be submitted to UDOT for a design exception. The exception will be submitted UDOT's Standardized form with supporting documentation. The following items will be used to evaluate the exception:

- The safety and operation of the roadway
- The degree is the standard being reduced.
- The exceptions affect other standards.
- Any features being introduced to mitigate the design deviation?

Product

Design Exception Request with supporting data

City 70% Design Review Phase

Develop Initial Roadway Plans

Activity # 34D

Overview

Prepare initial base plans and roadway drawings from concept activity and conduct initial field inspection. Assemble initial roadway plans.

Responsibility

Project Engineer

Description

Utilizing City personnel and consultants develop the following initial roadway plan package for the 70% design review phase.

- Develop plans including topography, horizontal and vertical alignment and intersection designs.
- Prepare Title Sheet, Drawing Index Sheet, Plan Index Sheet
- Develop roadway plan and profile sheets including storm drainage and utility plans.
- Demolition and removal plan sheets

- Typical roadway section sheets
- Preliminary signing and striping sheets
- Standard plan and detail sheets
- Preliminary construction phasing plans to lesson impact to surrounding properties, traffic flow and work safety...
- Distribute plans to appropriate stakeholders for comment and visit the site as needed.
- Develop preliminary Traffic Control Plans.

Product

A 70% complete initial roadway plan package without summary sheets.

Develop Initial Hydraulic Plans

Activity # 37D

Overview

Prepare initial base plans and utility roadway drawings from concept activity, existing facility reviews, storm water master plans, surface irrigation water rights and field inspection. Assemble initial drainage plans.

Responsibility

Project Engineer
Department of Public Utilities

Description

Utilize City Engineering and the Department of Public Utilities personnel to evaluate and develop the storm drainage and surface water plan from the following criteria:

- Evaluate the condition and capacity of the existing storm drainage system on 900 East.
- Utilize the 1300 South Outfall Storm Drainage Master Plan to determine anticipated flows and capacity requirements.
- Determine the requirements for conveying surface irrigation water through the project from 900 to 1300 South. Develop a system to carry the water in underground conduits instead of the present procedure of conveying the irrigation water in the curb and gutters.
- Eliminate ponding at intersections
- Coordinate the design with the City's storm water prevention plan and storm water discharge permit.
- Develop storm water erosion prevention plan for construction activities.

Product

A 70% complete initial storm drainage plans
Storm Water Pollution Prevention Plan

Develop Initial Landscape Plans

Activity # 40D

Overview

Prepare the initial park strip landscaping plans and irrigation system modifications as necessary. .

Responsibility

Project Engineer
City Landscape Architect

Description

With the assistance of the City landscape architect prepare landscape plans for the following:

- Provide grass sod and topsoil for existing areas disturbed during construction.
- Provide grass sod in areas adjacent to new curbs, sidewalks and driveway approaches.
- Provide replacement park strip street trees for those removed or damaged during construction.
- Provide park strip street trees in areas not present to complete the urban tree canopy.
- Provide modifications to existing private irrigation systems that are damaged or changed due to construction.

Product

70% complete initial landscape plans

Develop Initial Traffic Signal and Lighting Plans

Activity # 43D

Overview

Utilize the City's traffic signal and street lighting consultants to perform the initial layout of the traffic signal and street lighting layout for 900 East. Prepare plans in accordance with City lighting policies and procedures and UDOT design procedures.

Responsibility

Project Engineer
City Traffic Signal Design Consultant
City Street Lighting Design Consultant
City Department of Transportation

Description

With the assistance of the City's traffic signal and street lighting consultants provide the following:

- Utilizing the topographical street plan determine the location, type of operation, and hardware required using simulation and capacity analysis techniques for the traffic signal design at the 1300, 1700 and 2100 South intersections.
- Prepare a drawing using the existing topographic sheet showing:
- Determine pole locations and mast arm length.
- Determine the number, location, and size of detection and the number and type of pedestrian signal heads and pedestrian push buttons.
- Determine power source location and requirements.
- Determine street light type and layout along the roadway. Prepare lighting plans showing location...
- Determine power source for lighting and coordinate with Utah Power and Light for connection requirements.
- Evaluate possible light fixture types and wattages.
- Prepare lighting and junction box details.
- Prepare demolition and removal plans for abandoning the existing street light and traffic signal systems.

Product

70% Complete initial lighting plans

70% Complete initial traffic and striping plans

Hold City 70% Design Review Meeting

Overview

City holds a 70% complete design review meeting with stake holders

Responsibility

Project Engineer

Description

The following will occur in the 70% Review meeting:

- Review initial plans showing all existing roadway, storm drainage, street lighting and traffic signals.
- Review plans with affected public and private utility companies to insure they have developed relocate plans for any utility which may conflict with the proposed City improvements...
- Obtain design comments from affected City Departments with responsible for different aspects of the project.
- Review of Engineer's preliminary estimate.

Product

70% Complete plan review

Review Roadway Plans/Field Review

Activity # 55D

Overview

UDOT Review the roadway plans

Responsibility

Region Preconstruction Engineer

UDOT Project Manager

Project Engineer

Description

The Region Preconstruction Engineer and project team review and verify the 70% complete project plans.

Product

Reviewed roadway plans

Minutes of review proceedings and decisions

Prepare for and Hold Location Public Hearings and Information Meetings

Activity # 64D

Overview

Hold public hearing and meetings to provide project information and receive comments on the project and impacts.

Responsibility

Project Engineer

City Project Manager

Description

The public meetings and hearing provide for an open exchange of information and ideas. Contact will be made with all stakeholders along the street on an individual basis. Public meetings will be held at numerous times with the following organizations:

- Central City Community Council
- East Central Community Council.
- Sugar House Community Council
- Sugar House Merchants Association
- City Council
- At least two public open houses held during the project design
- Meet with individual property owners and residents on site when requested

Product

Transcripts of the hearing and meeting comments.

Review Landscaping Plans

Activity # 70D

Overview

UDOT Review the landscaping plans

Responsibility

Region Preconstruction Engineer
UDOT Project Manager
UDOT Landscape Architect
Project Engineer

Description

The Region Preconstruction Engineer and project team review and verify the 70% complete part strip landscaping plans.

Product

Reviewed landscaping plans
Minutes of review proceedings and decisions

Review Traffic Signal and Street Lighting Plans

Activity # 73D

Overview

UDOT review of signal and/or lighting plans.

Responsibility

UDOT Region II Traffic Engineer
UDOT Project Manager
Project Engineer

Description

Review of preliminary plans prepared by City Street light and traffic signal design consultants to include the following items:

- Review capacity analysis.
- Review street lighting design.
- Review geometrics.
- Review traffic signal design.
- Review signing and striping plans.

Product

Reviewed Signal and Lighting Plans

City 100% Design Review Phase**Finalize Design Study Report**

Activity # 88D

Overview

Complete the final Design Study Report (DSR).

Responsibility

Project Engineer

UDOT Project Manager

Description

The Project Design Engineer will complete the final Design Study Report which includes the following:

- Assembles the Scoping meeting minutes, minutes of Field Reviews, and approved Pavement Design.
- Review the Final Environmental Documentation and Engineer's Estimate in reference to the Project Plan Sheets for completeness and accuracy.
- Submit Operation Safety Report
- Submits one copy of the approved final Environmental Document (required) with the final Design Study Report.
- Provide documentation of commitments made to stakeholders.
- All commitments made during planning and environmental phases will be documented and distribution of all commitments will be made to the following.

Product

Final Design Study Report

Finalize Hydraulic Plans

Activity # 15P

Overview

Verify storm drainage and surface irrigation flow requirements and complete drainage plans.

Responsibility

Project Engineer

Department of Public Utilities

Description

Prepare final storm drainage and irrigation water plans including all piping, diversion structures, catch basins, manholes, misc. structures with construction quantities and special provisions.

Product

Final hydraulic plans for PS&E review

Distribution

Project Engineer

Project Manager (letter only)

Finalize Roadway Plans

Activity # 20P

Overview

Make final revision and change to the roadway plans from previous review comments. Verify adherence to environmental commitments, agreements, and permits; prepare quantity summaries and special provisions. The Region Environmental Engineer must notify the Chief Environmental Engineer by memorandum that all proposed mitigation measures have been included in the plans.

Responsibility

Project Engineer

Description

Prepare final roadway plans including all pavement structures, curbing, approaches, sidewalk accessibility ramps and other misc. items. Prepare final construction quantities, special provisions and Engineer's estimate.

Product

Final Roadway Plans, Special Provisions, and Engineer's Estimate

Finalize Landscape Plans

Activity # 25P

Overview

Finalize a complete set of park strip landscape plans.

Responsibility

Project Engineer

Project Landscape Architect

Description

Prepare final park strip landscape plan sheets. Prepare final quantities, estimate, notes, and special provisions that may be required.

Product

Final set of Landscape Plans for PS&E review

Finalize Traffic Signal and Street Lighting Plans

Activity # 30P

Overview

Finalize a complete set of traffic signal or street lighting plans.

Responsibility

Project Engineer

Traffic Signal Design Consultant

Street Lighting Design Consultant

Description

Finalize traffic signal or street lighting plan sheets. Develop detailed summary of items, circuit schedules, engineer's estimates, additional notes, and special provisions as required.

Product

Final set of plans for PS&E review.

Hold City 100% Design Review Meeting**Overview**

City holds a 100% complete design review meeting with stake holders

Responsibility

Project Engineer

Description

The following will occur in the 100% Review meeting:

- Review final plans showing all existing roadway, storm drainage, street lighting and traffic signals.
- Review plans with affected public and private utility companies.
- Review design comments from affected City Departments with responsible for different aspects of the project.
- Review of Engineer's preliminary estimate.

Assemble PS&E Package

Activity # 70P

Overview

The Project Design Engineer will assemble the Plans, Specifications and Estimate package for review. .

Responsibility

Project Engineer

Description

The Project Design Engineer will:

- Assemble the roadway plans, special provisions, engineer's estimate, PDBS Summary Report, and Measurement and Payment excluding standard drawings.
- Acquires additional needed special provisions and drawings.
- Reviews the engineer's estimate on the state bid system for inclusion of any applicable areas.
- Transmit the plans set to UDOT for review and scheduling of PS&E meeting.
-

Product

Complete set of plans, special provisions, and estimate, excluding standard drawings.

Prepare For and Hold PS&E Review

Activity # 75P

Overview

The UDOT Project Manager schedules the PS&E review meeting, reviews the project package, and conducts the review meeting.

Responsibility

UDOT Project Manager

Description

- The UDOT Project Manager receives the project package, reviews it for clarity, and verifies that all structure, signal and lighting drawings, all specifications, PDBS Summary Report, and Measurement and Payment are included.
- All PS&E team members receive plan packages and review them for clarity and completeness.

Product

A complete and thoroughly reviewed set of the plans, special provisions, and estimate.

Make PS&E Revisions/Additions

Activity # 80P

Overview

The City and its consultants will make the necessary corrections, revisions, and changes to the plans, specifications, and Engineer's Estimate as noted in the PS&E Review.

Responsibility

Project Engineer

Description

The Project Design Engineer will make changes and corrections to the project plans, PDBS Summary Report Sheets, Engineer's Estimate, Measurement and Payment, and Special Provisions PS&E review.

After the revision is made, the City Project Design Engineer submits the plans to UDOT's Project Manager for Region Preconstruction Engineer for approval signature.

Product

PS&E Minutes and Resolution Report

Final Package

Final Plan Check List (A-55)

Transit and Grade Books

Prepare Advertising Plan Set

Activity # 85P

Overview

Prepare project package for advertising.

Responsibility

UDOT Project Manager

Project Engineer

Description

The City will transmit the final project package (plans, special provisions, estimate, and Measurement and Payment) to the Preconstruction Engineer. The Preconstruction Engineer to review the package for completeness and clarity, and verifies that all clearances have been obtained.

Product

- A project, complete and ready for advertisement.
- R-709 (Federal-aid projects only)
- T-725 (all projects)

- Federal-Aid Project Statistical Report (Federal-Aid Projects)
- Right-of-Way Certification
- Utility Certification

End of Document

DRAFT 01-24-06
900 East, 900 to 2100 South - Project No. STP-2180(2)4
CONSULTANT PROJECT QC/QA CHECKLIST

Rev. 04/08/05

UDOT Design Process			Responsible Person		
Activity #	Activity Description	Team Leader	QC Review	QA Review	
02D	Develop Mapping and Topography	Survey Consultant	Stephanie Toombs	Lynn Curt	
04D	Define Project Team, Hold Kickoff Meeting	John Naser	Stephanie Toombs	Sam McAllister	
10D	Conduct Scoping Meeting and Develop Minutes	John Naser	Stephanie Toombs	Sam McAllister	
64D	Prepare for and Hold Location Public Hearing	John Naser	Stephanie Toombs	Sam McAllister	
	City Develop 40% Plans	Stephanie Toombs	John Naser	Sam McAllister	
16D	Obtain Preliminary Utility Information	Stephanie Toombs	John Naser	Sam McAllister	
31D	Prepare and Request Design Exceptions	Stephanie Toombs	John Naser	Sam McAllister	
	City 40% Review Meeting	Stephanie Toombs	John Naser	Sam McAllister	
34D ,37D, 40D	Develop Initial Roadway, Hydraulic, Landscape Plans	Stephanie Toombs	John Naser	Sam McAllister	
55D, 70D	Review Roadway, Landscape Plans	Stephanie Toombs	John Naser	Sam McAllister	
	City 70% Review Meeting	Stephanie Toombs	John Naser	Sam McAllister	
88D	Finalize Design Study Report	Stephanie Toombs	John Naser	Sam McAllister	
91D	Finalize Landscape Mitigation Plans	Stephanie Toombs	John Naser	Sam McAllister	
15P, 20P, 25P	Finalize Hydraulic, Roadway, Landscape Plans	Stephanie Toombs	John Naser	Sam McAllister	
	City 100% Review Meeting	Stephanie Toombs	John Naser	Sam McAllister	
70P, 75P, 80P	Assemble PS&E Package, Prepare for and Hold PS&E Review, Make PS&E Revisions/Additions,	Stephanie Toombs	John Naser	Sam McAllister	
85P	Prepare Advertising Plan Set	Stephanie Toombs	John Naser	Sam McAllister	
22-23D, 28D	Conduct Roadway Geotechnical Investigation and Testing, Develop Pavement Design	Geotechnical Consultant	Stephanie Toombs	John Naser	
43D	Develop Initial Traffic Signal and Lighting Plans	Signal Consultant and Lighting Consultant	Stephanie Toombs	John Naser	
73D	Review Traffic Signal and Street Lighting Plans	Stephanie Toombs	John Naser	Sam McAllister	
30P	Finalize Signal and Lighting Plans	Signal Consultant and Lighting Consultant	Stephanie Toombs	John Naser	

* This checklist does not replace the need to develop a project-specific QC/QA Plan that meets or exceeds the UDOT adopted standard. Reference the website: <http://www.udot.utah.gov/index.php/m=c/tid=650> or from the UDOT Homepage under tabs "Doing Business > Consultant and Designer Resources > Quality Control/Quality Assurance" for the standard. This checklist is to identify the responsible QC/QA people for each task and will be inserted into the contract between the Consultants and UDOT. For questions regarding UDOT's new QC/QA requirements, contact Steve Anderson at 801-965-4580, stevenanderson@utah.gov

* Replace blue font example

Exhibit "B"
900 East, 900 to 2100 South
Project No. STP-2180(2)4Revised: 4/8/05
DM# 19829

STAFFING PLAN

Name	Firm Name (Prime and Subs need to complete a detailed Staffing Plan)	Title (Within firm and/or proposed on project)	Certification Category/ Level	Utah License/ Certification No.	Other State License/ Certification No.	Education Level	Hours (Estimated number of project hours)	Rate of Pay (Current actual rate of pay)	** Rate on Cost Proposal (Actual rate plus City paid benefits)
John Naser	Salt Lake City Corporation (SLC Corp.)	Senior Project Manager	PE	158618-2202		BS	685	\$37.81	\$49.14
Stephanie Toombs	SLC Corp.	Project Engineer	PE	188223-2202		BS	2,060	\$26.59	\$34.97
Joel Harrison	SLC Corp.	Contract Administrator	PE	156250-2202		BS	81	\$36.28	\$47.82
Sam McAllister	SLC Corp.	Deputy Engineer	PE	154310-2202		MS	32	\$40.79	\$53.52
Rick Johnston	SLC Corp.	Deputy Engineer	PE	152128-2202		MS	16	\$40.79	\$53.79
Mike Kendall	SLC Corp.	Office Engineer	FE-2003			BS	526	\$21.70	\$30.99
Ken Johnson	SLC Corp.	Office Engineer				AS	426	\$24.81	\$33.40
Mike Estey	SLC Corp.	Office Engineer					410	\$24.81	\$33.57
Lynn Curt	SLC Corp.	City Surveyor	PLS	170079-2201			32	\$28.17	\$37.70
Victoria Ostradicky	SLC Corp.	Surveyor	PLS	312774-2201		"MS"-Slovakia	48	\$22.74	\$31.12
Dell Cook	SLC Corp.	Landscape Architect Project Manager	PLA, ASLA	101952-5301		BS	116	\$36.10	\$46.58
Jeff Adams	SLC Corp.	Engineering Aid					56	\$14.95	\$21.87
Leslie Bevans	SLC Corp.	Office Facilitator					73	\$18.64	\$26.08
John Williamson	SLC Corp.	Office Technician					70	\$18.00	\$24.95
Richard Howell	SLC Corp.	Tech. Specialist					84	\$18.70	\$25.64

* This form is available on the UDOT Website udot.utah.gov under "Inside UDOT > Internal Groups and Divisions > Project Development > Consultant Services > Forms" or udot.utah.gov/index.php?m=c&tid=287.

* If a Consultant has a change in key personnel during a project, they are required to submit the proposed change in writing within 10 working days to the UDOT Project Manager (and Local Government, if applicable) for approval. If the Project Manager (PM) approves, the PM will forward the change and their approval to UDOT Consultant Services and the Comptroller's Office within 10 working days. If the PM does not approve, they may request a revision of the proposal, score the Consultant lower on the Consultant Project Evaluation, or terminate the contract.

** City paid benefits (health insurance, social security, FICA, retirement, longevity, and other City paid benefits). Does not include overhead costs.

Exhibit "B"

900 East, 900 to 2100 South
Project No. STP-2180(2)4

Name	Firm Name (Prime and Subs need to complete a detailed Staffing Plan)	Title (Within firm and/or proposed on project)	Certification Category/ Level	Utah License/ Certification No.	Other State License/ Certification No.	Education Level	Hours (Estimated number of project hours)	Rate of Pay (Current actual rate of pay)	** Rate on Cost Proposal (Actual rate plus City paid benefits)
Pat Peterson	SLC Corp.	Construction Coordinator				MS	92	\$26.20	\$35.19

* This form is available on the UDOT Website udot.utah.gov under "Inside UDOT > Internal Groups and Divisions > Project Development > Consultant Services > Forms" or udot.utah.gov/index.php?m=c&tid=287.

* If a Consultant has a change in key personnel during a project, they are required to submit the proposed change in writing within 10 working days to the UDOT Project Manager (and Local Government, if applicable) for approval. If the Project Manager (PM) approves, the PM will forward the change and their approval to UDOT Consultant Services and the Comptroller's Office within 10 working days. If the PM does not approve, they may request a revision of the proposal, score the Consultant lower on the Consultant Project Evaluation, or terminate the contract.

** City paid benefits (health insurance, social security, FICA, retirement, longevity, and other City paid benefits). Does not include overhead costs.

SALT LAKE CITY CORPORATION

TIM RODRIGUEZ, CPCU
RISK MANAGER

LAW DEPARTMENT

ROSS C. ANDERSON
MAYOR
EDWIN P. RUTAN, II
CITY ATTORNEY

Exhibit "F"

January 24, 2006

Utah Department of Transportation
4501 South 2700 West
Mail Stop 141200
Salt Lake City, UT 84114-1200

Re: Salt Lake City Insurance Schedule/UDOT project no. STP-2180(2)4,

To Whom It May Concern,

As per your requirement for to receive proof of insurance for all Salt Lake City, please accept this letter as evidence of insurance coverages maintained by Salt Lake City Corporation. The coverages listed below pertain to all City departments, activities, and locations.

<u>Policy</u>	<u>Carrier</u>	<u>Effective Dates</u>	<u>Coverage Limits</u>
1. Property Damage	FM Global	7/05 to 7/06	\$500,000,000
2. General/Auto Liability	Self Insured	Continuous	Statutory
3. Workers' Compensation	Self Insured	Continuous	\$1,000,000
4. Excess Worker's Comp.	Employers Re.	7/05 to 7/06	Statutory
5. Airport Premises Liability	Old Republic Ins.	7/05 to 7/06	Combined Cov.
6. Excess Airport Premises Liab.	Lloyds of London	7/05 to 7/06	Of \$500 Million
7. Commercial Crime	Hartford Insurance	7/05 to 7/06	\$1,000,000
8. Treasurer's Bond	Western Surety	7/05 to 7/06	\$10,000,000

Please feel free to contact our office should you need any additional information relating to the City's insurance policies. Our office can be reached at (801) 535-7788.

Sincerely,



Timothy Rodriguez, CPCU

451 SOUTH STATE STREET, ROOM 505, SALT LAKE CITY, UT 84111
TELEPHONE: 801-535-7788 FAX: 801-535-7640



From: "Toombs, Stephanie" <stephanie.toombs@slcgov.com>
To: "Naser, John" <john.naser@slcgov.com>, <awall@wcecengineers.com>, "Alan Loiacono" <aloiacono@utah.gov>
Date: 3/22/2006 7:59:54 AM
Subject: RE: 900 East Cooperative Design Agreement (UDOT Job #STP2180(2)4; SLC Job No. 102126)

Aaron/Alan:

The consultant Scope and Fees are attached (".pdf" file) for the 900 East Reconstruction: 900 S. to 2100 S., project.

Meridean Engineering (Surveying)

Horrocks Engineers (Signals)

Envision Engineering (Lights)

IMS Infrastructure Management Services (Deflectometer Testing)

The City will utilize UDOT's "pool" list of Geotechnical Consultants for geotechnical and pavement analysis and design.

Steph

535-6374

Stephanie Toombs, PE

Project Engineer

Salt Lake City Corporation

Department of Public Services

Engineering Division

349 South 200 East, Suite 100

Salt Lake City, UT 84111

ph. 801-535-6374

cell. 801-870-3602

fax. 801-535-6093

stephanie.toombs@slcgov.com

From: Naser, John
Sent: Tuesday, March 07, 2006 11:35 AM
To: Arron Wall (awall@wcecengineers.com); Alan Loiacono
Cc: Toombs, Stephanie; Harrison, Joel; Johnston, Richard
Subject: 900 East Cooperative Design Agreement

Arron/Alan: Attached please find a copy of the Interlocal Design Agreement for the 900 East, 900 to 2100 South project. Included with the agreements is the Design Scope of Work, Exhibit A; Staffing Plan, Exh. B; OA/OC Checklist, Exh C; City Engineering Costs, Exh D; Project Design Schedule, Exh E; and City Insurance Letter, Exh.F. When the final document is prepared we will include the fee proposal from the five on-retainer consultants the City will use for portions of the design.

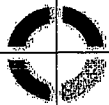
Please review these documents and get me your comments. Our intention is to process the agreement as soon as possible. Thank you for your assistance with the project>

John J. Naser

Project Manager

Salt Lake City Engineering

CC: "Harrison, Joel" <joel.harrison@slcgov.com>, "Johnston, Richard" <richard.johnston@slcgov.com>



SCOPE OF WORK & COST ESTIMATE

900 EAST STREET 900 SOUTH TO 2100 SOUTH

SALT LAKE CITY PROJECT NO. 102126
SURVEYS FOR CITY PROJECTS, JOB NO. 300058
MERIDIAN PROJECT NO. -----

SURVEYING & MAPPING

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PREPARED
JANUARY 30, 2006



Salt Lake City Engineering
900 East Street

Surveying & Mapping

SECTION 1

UNDERSTANDING & WORK PLAN

OBJECTIVES:

To provide professional surveying services for the design and reconstruction of 900 East Street running between 900 South and 2100 South Street.

All services will be performed in accordance with current Salt Lake City Standards, specially noted as Principles of Project Design, a Guide for Preparation of Design Documents for Salt Lake City Engineering (Civil) Public Projects.

UNDERSTANDING OF THE WORK:

A two/three lane highway runs along 900 East Street between 900 South and 2100 South with some updates around newer developments. Its current condition consists of mostly improved roadway lined with curb and sidewalk. Several recent commercial developments have been constructed. It is not known whether these developments have been constructed to conform to Salt Lake City's proposed 900 East Street reconstruction. Through the past few years, traffic along the highway has steadily increased and is projected to increase further. The current highway services a mix of vehicle types from passenger cars to commercial carriers and occasional cycling vehicles. All this together presents operational problems and raises safety issues along the highway.

We understand that Salt Lake City is proposing to reconstruct 900 East Street to provide an improved roadway and rectify the operational problems that currently exist. These improvements will be designed by Salt Lake City or their consultants with survey support from Meridian.

To accomplish this, Meridian has prepared a detailed and specific scope of work. This scope is based on conversations with Salt Lake City's design team and several site visits. This scope is represented within Section 2.



Salt Lake City Engineering
900 East Street

Surveying & Mapping

SECTION 2

SCOPE OF WORK

Develop Mapping and Topography

Project Limits:

- The primary limits for this survey will run along 900 East Street from 900 South to 2100 South. The limits are detailed as follows:
- The south side of 900 South intersection to 150 feet south of the 2100 South intersection.
- 150 feet east and west along 1300, 1700 and 2100 South Streets, and 50 feet along all other intersections.
- The survey will extend 10 feet beyond from the backs of the opposite sidewalks, unless the homeowner refuses entrance.
- For grade and alignment purposes, the survey will follow all driveways from the lip of gutter to the building front or 40 feet, whichever is shorter.
- Should walks perpendicular to the road, extend to the curb lines, the survey will follow said walks to the building (porch) front or 40 feet, whichever is shorter.

Project Control:

- The basis of bearing for this project will be the Salt Lake City street monument line as sighted between the 900 South and 1300 South Street intersections. The bearing of this line is ----- according to the Atlas Plat thereof.
- The basis of coordinates and elevation for this survey will on the 900 South Street monument having the following values:
 - Project Coordinates; N = 50,000.00000 E = 50,000.00000
 - State Plane Coordinates; Y = ----- X = ----- (NAD 83-metric)
 - Global Coordinates; (N)LAT= ----- (W)LONG = -----
 - Elevation; ----- Salt Lake City Datum
- All secondary or temporary control will be based on the same coordinate system, elevations and basis of bearing as the primary control.
- Meridian will survey through each visible city street monument along 900 South Street. Salt Lake City may take this opportunity to recover or uncover monuments that have been lost or paved over prior to our survey.
- Meridian will survey the monument lines of all cross streets to the extent of one monument east and/or west of 900 East, provided the monument is available and visible to Meridian.
- Prepare a control diagram drawing representing the survey of this project. This drawing will be certified by a PLS and may be used for design, right of way (if needed) and construction purposes.



Salt Lake City Engineering
900 East Street

Surveying & Mapping

Topographic Survey:

- Tie all concrete surfaces: curb & gutter, driveways, sidewalks, pads.
- Tie all roadway improvements: pavement, visible crowns, signage and walls.
- Tie all visible surface utilities: sewer manholes, sewer clean-outs, storm drain manholes, 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.
- Ties all mailboxes, fences and commercial signs.
- Delineate all buildings adjoining the back of walks with front porches, doorways and overhangs.
- Tie found boundary evidence: curb or sidewalk rivets, property monuments and surveyors caps.
- Tie all grade changes, breaks, toe and top slopes, open ditches, drainage areas and other grade transitions.
- Tie all significant trees (4" diameter and larger).
- Tie all street striping within the limits of the 900, 1300, 1700 and 2100 South Street intersection surveys.
- The roadway visually runs near capacity, warning devices will be established and maintained according to Salt Lake City standards for the duration of the survey.

Property Matrix:

- Obtain and plot Salt Lake County ownership maps along 900 East Street. This is not a right of way project. Meridian will not attempt to reconcile gaps or overlaps in adjoining properties or resolve issues of property location relative to monumentation.
- Merge property matrix with topographic survey.

Product Deliverables:

- All deliverables will be compatible with AutoCAD Land Desktop 2004.
- Prepare and certify an original control diagram drawing.
- Provide Salt Lake City an electronic *.dwg of the control diagram.
- Prepare xref drawing base maps at 20 scale.
- Reduce and provide Survey files *.rw5 TDS Raw Data, *.cr5 TDS Coordinate Files and *.asc Generic Ascii files.
- Generate DTM and TIN files.
- Create contours at 1 foot intervals.
- Prepare and provide support sketches as necessary. These sketches will be prepared in the field by the surveyors.



Salt Lake City Engineering
900 East Street

Surveying & Mapping

SECTION 3

ACTIVITY SCHEDULES & FACTS

Schedule:

Survey scheduling factors in many unknown and undeterminable elements. These elements may include weather, accessibility into private property, availability of record monumentation, traffic controls and of late; satellite availability. Meridian tries to understand all these elements. We then apply our understanding of the theoretic conditions to determine a production schedule.

For this project, Meridian has a previous history and understanding of the surveying conditions we will face. With this understanding, Meridian has developed a plan for the survey work.

Meridian will begin at the north end of the project and proceed south along 900 East Street. We will set secondary control points consisting of rebar and caps or wood hubs. What is set will be dependant on where we need the control. We will be very sensitive to private ownership.

Meridian's surveyors will carry a letter for concerned land owners or tenants that simply states we are in the initial design process and that our survey will be used for Salt Lake City to evaluate design options. The letter will also list Salt Lake City's project manager or other designated contact.

Upon notice to proceed, Meridian will mobilize its field crews within 5 working days. Based on Meridian's past knowledge of similar highway projects and receipt of the notice to proceed, we anticipate the following schedule:

Primary Control and Street Monument Surveys:	4 days
Topographic Surveys: 900 South to 1300 South*:	8 days
Topographic Surveys: 1300 South to 1700 South*:	7 days
Topographic Surveys: 1700 South to 2100 South*:	8 days
Property Matrix:	4 days
Final Topographic Editing and Merging of Files:	2 days
Compilation and Drafting:	10 days
Quality Reviews and Project Meetings:	1 day
	<u> </u>
	Total of 44days

* Topographic surveys assume the use of GPS. GPS surveys are subject to satellite availability and view of the sky. It is our hope a notice to proceed can be issued before the trees leaf out. Our survey and the schedule on which it is based anticipates we can use our GPS equipment 80% of the time with the remaining 20% by performed with conventional equipment. Should the notice to proceed not be issued till the trees are in bloom, Meridian will need to use more conventional time than GPS. This will add approximately 12 days to the schedule.



Salt Lake City Engineering
900 East Street
Project Facts:

Surveying & Mapping

We have reviewed this project and have conducted a site to determine the facts that we will need to address in order to successfully accomplish this project. Here are some of the key project facts:

- The project length along 900 East Street is approximately 9,300 feet (1.8 miles).
- The project survey length (900 East + Side Streets) is approximately 11,800 feet (2.3 miles).
- The roadway is constructed in three lanes. Two lanes are directional with a median turn lane. The roadway has minimal shoulder areas with improved curb, gutter and sidewalk running the total length.
- There are four (4) main streets crossing 900 East forming four-way intersections which add an additional 1,200 feet of survey.
- There are twenty five (29) minor streets entering 900 East forming "X" and "T" intersections which add an additional 1,450 feet of survey.
- There are six (6) alley ways intersecting 900 East Street, these will only be surveyed to the back of walk.
- Approximately 30% of the adjoining properties are commercial, the rest are residential.



Salt Lake City Engineering
900 East Street

Surveying & Mapping

SECTION 4

QC/QA & STAFFING PLAN

STAFFING PLAN:

Meridian's project management and production team is expertly suited for surveying projects. *Mr. Darryl Fenn* will be the overall Project Manager and will control the day to day administrative tasks and some of the production tasks of this project. *Mr. Mike Nadeau* will act as Meridian's Project Surveyor. Mike is familiar with Salt Lake City engineering standards and performed as Project Surveyor on past City survey projects.

Meridian's *Steve Johnson* will perform our in-house QC reviews while *Randall Vickers* will be responsible for all Meridian's QA

In addition to our management team, Meridian is pleased to offer exceptionally well-qualified professional and technical personnel. A list of key personnel to be used on this project are:

MERIDIAN'S KEY STAFF

Name	Classification	Certification	License No.
Darryl Fenn	Project Manager	PLS	Utah 172851
Steve Johnson	Quality Control	PE	Utah 179525
Randall Vickers	Quality Assurance	PE	Utah 171298
Mike Nadeau	Project Surveyor	PLS	Utah 4938744
Cory Squire	Surveyor, Party Chief	LSIT	
Tyler Baron	Surveyor, Party Chief		
Freeman Marble	Surveyor, Party Chief		
Kurt Falkenthal	Surveyor, Party Chief		
Tysen Grant	Engineer	EIT	
Mark Campbell	Civil Designer	NICET IV	89583
Paulette Taggart	Clerical		

QC/QA PLAN:

As part of Meridians business plan, we have developed a Quality Assurance program. This program is available in its entirety at your request. In addition to our standard plan, we have tailored a custom QC/QA plan specific to this project. Since this project centers on surveying, we have divided it into certain milestones for quality review. These reviews are intended to insure a product that meets Salt Lake City's requirements from its consultants. We intend to perform



Salt Lake City Engineering
900 East Street

Surveying & Mapping

quality checks and assurance reviews throughout the project specifically at project milestones. Please note that in every case the check or review is performed by persons other than those performing the work.

Meridian has embraced Total Quality Management (TQM) as our corporate philosophy. We have successfully made the transition from talking about TQM to using TQM processes and tools to implement changes within our organization. Our process Improvement Teams meet regularly to streamline procedures and implement new techniques, all driven by our commitment to improve our work products and provide a higher level of service to our clients.

Meridian has developed a simple tracking form that allows us to confirm each milestone has been reached and reviewed before it is issued to Salt Lake City. Below is our form specifically tailored for this project.

Surveying QC/QA Sign Off					
Description	Assignment	QC Resp.	QC Sign Off	QA Resp	QA Sign Off
Project Control	Freeman Marble	Steve Johnson		Randall Vickers	
Topo. Survey	Freeman Marble	Steve Johnson		Randall Vickers	
Prop. Matrix	Tyler Baron	Steve Johnson		Randall Vickers	
Product	Mike Nadeau	Steve Johnson		Randall Vickers	



Salt Lake City Engineering
900 East Street

Surveying & Mapping

SECTION 5

COST ESTIMATE

TASK	HOURS	RATES	SUBTOTAL	TOTAL
<i>Primary Control & Street Monument Surveys</i>				
Project Surveyor:	4.0	\$75	\$300	
1 or 2 Man Survey Crew:	60.0	\$120	\$7,200	
QA/QC:	2.0	\$90	\$180	
				\$7,680*
<i>Topographic Surveys</i>				
Project Surveyor:	4.0	\$75	\$300	
1 or 2 Man Survey Crew:	200.0	\$120	\$24,000	
QA/QC:	4.0	\$90	\$360	
				\$24,660*
<i>Property Matrix</i>				
Project Surveyor:	4.0	\$75	\$300	
CAD Designer/Drafter:	28.0	\$65	\$1,820	
				\$2,120
<i>Final Topographic Editing & Merging of Files</i>				
Project Surveyor:	12.0	\$75	\$900	
CAD Designer/Drafter:	4.0	\$65	\$260	
				\$1,160
<i>Compilation & Drafting</i>				
Project Surveyor:	4.0	\$75	\$300	
CAD Designer/Drafter:	80.0	\$65	\$5,200	
QA/QC:	4.0	\$90	\$360	
				\$5,860
<i>Admin, Meetings & Quality Reviews</i>				
Project Manager:	8.0	\$90	\$720	
Project Surveyor:	4.0	\$75	\$300	
				\$1,020
Project Total				\$45,500

* Conforms to 2006 Contracted Fee Schedule for Topographic Surveys



Salt Lake City Engineering
900 East Street

Surveying & Mapping

SECTION 6

INSURANCE INFORMATION

Please find attached copies of Meridians verification of professional and general liability insurance.

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID SB MERID-1	DATE (MM/DD/YYYY) 01/05/06
PRODUCER American Ins & Investment Corp 448 South 400 East Salt Lake City UT 84111 Phone: 801-364-3434 Fax: 801-355-5234		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Meridian Engineering, Inc. Attn: Darryl Fenn 9217 South Redwood Rd, Ste. A West Jordan UT 84088		INSURERS AFFORDING COVERAGE INSURER A: Hartford Casualty Insurance Co INSURER B: Hartford Fire Insurance Co. INSURER C: XL Specialty Insurance Company INSURER D: INSURER E:	NAIC # 29424 19682

COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	34SBAGH5612	06/26/05	06/26/06	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$ 2,000,000
B	X	AUTOMOBILE LIABILITY	34UECEZ3403	06/27/05	06/27/06	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	34WBCFN5372	06/26/05	06/26/06	<input checked="" type="checkbox"/> WC STAT-LTORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?					
		If yes, describe under SPECIAL PROVISIONS below					
		OTHER					
						E.L. EACH ACCIDENT	\$ 500,000
						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000
C		Professional Liabi	DPR910678	07/23/05	07/23/06	Claim	1,000,000
		Claims Made & Repo				Aggregate	1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS RE:900 East Reconstruction 900 South to 2100 South. Salt Lake Corporation shall be listed as an additional insured with respects to the general and auto liability only as per the contract. <div style="text-align: right;">*10 day notice for no payment of premium</div>							

CERTIFICATE HOLDER <div style="text-align: right;">SALTLO1</div> Salt Lake City Corp Attn: Joel Harrison 349 S 200 E #400 Salt Lake City UT 84111	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30*</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
--	---

Toombs, Stephanie

From: Brian Christensen [BrianC@horrocks.com]
Sent: Wednesday, January 11, 2006 11:23 AM
To: Naser, John
Cc: Toombs, Stephanie
Subject: 900 East Proposal

Attachments: 900 E Schedule.pdf; 900 E PROJECT SCOPE.pdf; 900 E Fee.pdf



900 E Schedule.pdf (100 KB) 900 E PROJECT SCOPE.pdf (171 K... 900 E Fee.pdf (76 KB)

John-

Attached is our scope, fee, and schedule to perform the design work for the 2 signals on 900 East. As I mentioned yesterday, the 2100 south signal will not need to be touched as it is already being upgraded in-house by the streets Dept.

The attached items include conversion of the plans from .dwg to .dgn format and the creation of an IPLOT file in order to be able to publish the plans onto UDOT's website.

Our schedule is generic at this point simply because we don't know when you will receive the funding to begin work on the project. But, we do show how much overall time it will take for us to complete the work.

If you have any questions regarding any of the attached documents, please contact me.

Thanks.

Brian

Brian Christensen, P.E.

Horrocks Engineers
(801) 763-5207 Direct
(801) 763-5101 Fax
brianc@horrocks.com

SCOPE of WORK

**SLC JOB # 102126; UDOT Project No. STP-2180(2)4
900 East Streetscape Upgrade - 900 South to 2100 South
900 E / 1300 S; 900 E / 1700 S Traffic Signal Designs
Salt Lake City Project Manager – John Naser
Horrocks Engineers Project Manager – Brian Christensen
January 10, 2006**

TASK #01 DEVELOP MAPPING AND TOPOGRAPHY

- Obtain project aerial imagery, survey information and base mapping from SLC Engineering. We understand that all survey work will be provided to us by the Salt Lake City. If there are data missing that is pertinent to the design of the signals such as ground elevations at pole locations to check vertical signal head clearances and overhead utility conflicts, it is our understanding that SLC will obtain/provide the additional data as needed and the Horrocks will not need to perform any surveying activities as part of the project. The project survey and mapping data should include limited horizontal data to verify locations of key intersection features such as curb returns, pedestrian access ramps, sidewalk locations, etc.
- SLC will provide an electronic AutoCAD base mapping topography file and proposed design file for use in the traffic signal design that is consistent with the design files for the other elements of the project.

TASK #02 OBTAIN EXISTING UTILITY INFORMATION

- Obtain existing and proposed utility information from SLC Engineering. We understand that SLC will notify utility companies of the impending construction and will request appropriate plans of their facilities (Qwestar, Qwest, SLC Public Utilities, Pacificorp, cable TV, communications, etc.) and that this data will be incorporated into the project base mapping which will be provided to Horrocks. If there is any utility data missing, SLC will obtain the missing data.
- Meet with Pacificorp to determine the power sources at the intersections.
- Coordinate with UDOT ITS division to tie the signal improvements into the existing fiber optic system related to each intersection.
- Coordinate any necessary utility relocations with SLC Engineering and the respective utility companies.

TASK #03 DEVELOP SIGNAL AND LIGHTING PLANS

- Develop signal and lighting plans in full detail for the intersection. Plans will contain all new signal components as needed such as:
 - Signal hardware (poles, mast arms, signal and pedestrian heads, and push buttons)
 - Additional 10' pedestrian poles (to meet ADA requirements)
 - Controllers and underground service pedestals
 - Wiring and cabling throughout including fiber optic
 - Light pole extensions on the signal poles
 - Vehicle detection (loops)

- Coordinate with SLC Engineering on any striping changes that could affect the new signal design (stop bars, crosswalks).
- Develop ATMS plans showing fiber optic connections to existing fiber optic system.
- Coordinate design with Salt Lake City and fiber optic issues with UDOT.
- Develop traffic signal and ATMS specifications applicable to project.

TASK #04 PREPARE FOR AND HOLD DESIGN DEVELOPMENT (40% COMPLETE) REVIEW

- Assemble signal plan layout sheet.
- Prepare rough draft cost estimate.
- Prepare rough draft specifications.
- Attend review meeting. The purpose of this meeting is to verify pole locations, controller locations, potential utility conflicts, design features at each intersection, and identify any special considerations that need to be included in the specifications.
- Incorporate comments into plans and specifications

TASK #05 PREPARE FOR AND HOLD CONSTRUCTION DOCUMENT DESIGN (70% COMPLETE) REVIEW

- Assemble complete traffic signal plan set (includes Signal Topo/Utility Sheet, Signal Situation & Layout Sheet, Detector Sheet, Circuit Sheet, and ATMS Sheet).
- Assemble all needed specifications/special provisions.
- Prepare engineer's estimate including contingencies for construction and City administration services.
- Submit plans and specifications for review.
- Attend review meeting.
- Incorporate comments into plans and specifications

TASK #06 PREPARE FOR AND HOLD FINAL (100% COMPLETE) REVIEW

- Make revisions to plans, specifications, and engineer's estimate as identified in TASK #05.
- Assemble final plans, specifications, and engineer's estimate.
- Submit plans and specifications for review.
- Attend Final Review meeting.

TASK #07 FINALIZE PLANS

- Make final revisions to plans, specifications, and engineer's estimate
- Assemble final plans, specifications, and engineer's estimate.
- Submit complete signal plan set and specifications to SLC Engineering
- Convert entire plan set from AutoCAD to Microstation and IPLOT formats in preparation to submitting the project to UDOT for advertisement
- Attend the Pre-Bid and Preconstruction Conferences.

COST ESTIMATE - HORROCKS ENGINEERS

SLC Job No. 102126; UDOT Project No. STP-2180(2)4
 900 East Streetscape Upgrade - 900 South to 2100 South
 900 East / 1300 South; 900 E / 1700 S Traffic Signal Designs
 Salt Lake City Project Manager - John Naser; Horrocks Engineers Project Manager - Brian Christensen
 January 10, 2006

Activity Number	Principal Engineer	Project Manager	Project Engineer	Design Engineer	CADD Technician	Land Surveyor	Survey Crew/2MFF	Clerical	HOURS PER TASK	COSTS PER
	Salary Rate	\$139	\$89	\$93	\$73	\$58	\$120	\$45		
01	DEVELOP MAPPING AND TOPOGRAPHY	0	0	2	0	4	0	0	6	\$ 418.00
02	OBTAIN EXISTING UTILITY INFORMATION	0	0	8	8	4	0	0	20	\$ 1,560.00
03	DEVELOP SIGNAL AND LIGHTING PLANS	0	2	80	0	40	0	0	122	\$ 9,958.00
04	PREPARE FOR AND HOLD DESIGN DEVELOPMENT REVIEW	0	4	16	0	8	0	2	30	\$ 2,440.00
05	PREPARE FOR AND HOLD CONSTRUCTION DOCUMENT DESIGN REVIEW	0	4	24	0	8	0	2	38	\$ 3,184.00
06	PREPARE FOR AND HOLD FINAL REVIEW	2	4	16	0	8	0	2	32	\$ 2,716.00
07	FINALIZE PLANS	0	2	16	0	80	0	2	100	\$ 6,418.00
	LABOR HOURS	2	16	162	8	152	0	8	348	
	LABOR COST	\$ 278.00	\$ 1,564.00	\$ 15,066.00	\$ 584.00	\$ 8,816.00	\$ -	\$ 368.00		\$ 26,696.00

TOTAL LABOR COSTS	\$ 26,696.00
TOTAL DIRECT COSTS	\$ 2,587.96

TOTAL COST \$ 29,283.96

DIRECT COSTS			
DESCRIPTION	QUANTITY	RATE	COST
MILEAGE	400	\$ 0.46	\$ 184.00
COMPUTER WORKSTATION	261	\$ 9.20	\$ 2,403.96
GPS/TOTAL STATION	0	\$ 12.90	\$ -
	TOTAL DIRECT COSTS		\$ 2,587.96



ENVISION
ENGINEERING
Direction. Then Velocity.

March 16, 2006

Mr. John Naser, P.E.
Senior Project Manager
Salt Lake City Public Services
349 South 200 East, Suite 100
Salt Lake City, Utah 84111

FAX Number: 801-535-6093
Total Pages: 4

Project Name: 900 East Street Lighting (between 900 South & 2100 South)

We are pleased to submit a proposal to provide consulting electrical engineering services on the above referenced project. The following is a proposed agreement of the general and electrical design scope, consulting electrical engineering services, deliverables/schedule, compensation, and terms and conditions:

General Design Scope:

The project includes a lighting design, layout, field observations of new lights. The location shall be on 900 East, between 900 South and 2100 South. Each fixture shall be a pedestrian type between 15'-16' tall, metal halide lamping and meet or exceed the minimum city standards. Coordination with all local utility companies. Coordination and placement of each fixture within each neighborhood block.

Electrical Design Scope:

Electrical design scope is limited to the following:

Power:

- Power company requirements
- Electrical service
- Electrical distribution
- Convenience outlets and circuiting (as required on poles)

Lighting:

- Site lighting design and circuiting
- Automated lighting control system

Consulting Electrical Services Scope:

Electrical consulting services are limited to the following:

- Consultation and planning
- Attend design meetings - maximum of 6
- Prepare alternates and recommendations
- Calculations - lighting levels, electrical loads, and energy study

Confirm existing conditions:

Visit site to observe existing conditions
Research record drawings

Coordination with Power, telephone, and cable television companies
Computer-drafted drawings and book-form specifications
City Coordination:

Energy code calculations and forms
Address City review comments

Bidding and negotiating:

Issue addenda
Review products for approval

Construction administration including:

Shop drawing review
Answer requests for information
Prepare proposal requests
Review proposal request pricing
Site observations and reports - maximum of 10
Attend construction meetings - maximum of 10
Final observations and punch lists - maximum of 3

Completion phase:

Record drawings - draft contractor's redlines only to bond copy
Review operation and maintenance manuals

LEED Certification

The following electrical items are specifically excluded:

Power:

Medium voltage power distribution
HVAC, equipment, and circuiting
Emergency generator and electrical distribution
Uninterruptible power supplies and electrical distribution
Power factor correction

Telecommunications:

Telephone service provider requirements
Raceways, outlet boxes, backboards/cabinets, and grounding
Wire management - [Cable trays, underfloor raceways, etc.]

Electronic Systems:

Raceways and outlet boxes
Master antenna television (MATV)
Community Antenna television (CATV)
Closed circuit television (CCTV)

Miscellaneous Systems:

Lightning protection
Transient voltage surge suppression

Completion phase:

Systems commissioning

Deliverables/Schedule:

Schematic drawings - TBD
Design development drawings and outline specifications - TBD
50% drawings and specifications - TBD
90% drawings and specifications - TBD
Construction drawings and specifications - TBD

We will provide one (1) set of full sized drawings and one (1) set of specifications (where indicated) for each submittal. We will provide two (2) stamped and signed drawings for submission to the City. Any additional prints will be at the rate provided on the attached spreadsheet.

Construction schedule - Construction administration services will begin once a schedule has been determined.

Many factors outside our control may affect our ability to complete the services to be provided under this agreement. We will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Proposed Electrical Consulting Fee:

We propose an hourly-not-to-exceed \$21,125.

Should additional services be required beyond what we have proposed above, we propose the following hourly rates:

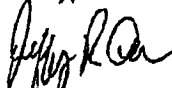
<u>Position</u>	<u>Hourly Rate</u>
Principal	\$125.00
Senior Project Manager	\$107.00
Sr Engineer	\$ 81.00
Electrical Lighting Designer	\$ 77.00
Engineer	\$ 70.00
Sr Designer	\$ 74.00
Construction Administrator	\$ 70.00

Designer	\$ 66.00
Tech Writer	\$ 60.00
CAD Operator	\$ 53.00
Clerical	\$ 36.00
Full Size Drawings	\$ 2.00
1/2 Sized Drawings	\$ 1.00

We have proposed services together with a fee that we believe are appropriate for this project. Please contact us if there are items in this agreement which you believe are not necessary, need revision, and/or clarification. We would be happy to reevaluate or make changes where appropriate. If you have any questions, please give me a call.

If the above agreement is acceptable including the attached Terms and Conditions, please return one signed copy to our office. We will begin services upon receipt of a signed agreement. We look forward to working with you on this project. Thank you.

Sincerely,



Jeffrey R. Owen, PE, LC, LEED
Principal

Accepted by: _____
Title: _____
Date: _____

From: Sorcic, Robert
Sent: Wednesday, February 15, 2006 2:18 PM
To: Naser, John
Subject: FW: FWD Testing

John, Attached is the written proposal from IMS to accomplish the roadway deflection structural analysis. The city probably will want them to supply their own traffic control; so we will need to add 15% to the \$8500 total. The revised total is \$9775.

From: Stephen Smith [mailto:ssmith@ims-rst.com]
Sent: Wednesday, February 15, 2006 1:30 PM
To: Sorcic, Robert
Subject: FWD Testing

Regards,

Stephen Smith, P.E., Principal

IMS Infrastructure Management Services
116 N. Roosevelt Ave, Ste 131, Chandler, AZ 85226
Ph: 480-839-4347, Fax: 480-839-4348
ssmith@ims-rst.com

Quotation for Professional Services



IMS Infrastructure Management Services
116 N. Roosevelt Ave, Ste 131 Chandler, AZ 85226
Phone: (480) 839-4347 Fax: (480) 839-4348
www.ims-rsl.com

To: Robert Sorcic, Salt Lake City **Date:** February 15th, 2006
cc:
From: Stephen Smith, IMS **Project:** Salt Lake City
Subject: FWD Deflection Testing and Analysis **Project No.:** 70106

We will perform pavement deflection testing using a Falling Weight Deflectometer on the following road segments. Tests will be performed every 200 feet in each pass of each lane. Adjacent parallel lanes will have a staggered starting point to provide an effective spacing of 100 feet for each direction. The number of locations is based on the information as to testable length and may differ based on field conditions.

Street Name	From	To	Length (ft)	Lanes	Estimated Tests
900E	900S	2100S	8,600	4	172
500E	900S	1300S	2,000	2	20

Traffic control will be provided by the City and we will coordinate with the designated City representative. If traffic control is unavailable, we will arrange for suitable traffic control at cost plus 15%.

The deflection data will be analyzed using procedures in the AASHTO Guide for Design of Pavement Structures, 1993. We will evaluate variation in pavement response along each road and calculate subgrade support conditions to provide and estimate of modulus of subgrade reaction, k. In addition we will provide recommended rehabilitation treatments to address structural deficiencies that may be found, anticipated to be asphalt concrete overlays with some repairs of the underlying Portland cement concrete pavement. Our findings will be presented in a brief letter report.

Compensation for these services will be a fixed fee of \$7,500 and a charge for equipment mobilization of \$1,000. The total fee is therefore \$8,500.