

Resolution 03-03-2023

A RESOLUTION AUTHORIZING AN AGREEMENT FOR PROFESSIONAL SERVICES REGARDING A REGIONAL ARTERIAL CONNECTION GRID STUDY FOR THE I-15 MAIN STREET INTERCHANGE

WHEREAS, Santaquin City is a municipality and political subdivision of the State of Utah; and

WHEREAS, a study to reconfigure or fully reconstruct the I-15 Santaquin Main Street Exit 244 interchange was completed in 2022 by the Utah Department of Transportation (“UDOT”) with participation from Mountainland Association of Governments (“MAG”) and Santaquin City (the “2022 Study”); and

WHEREAS, the Santaquin City Council finds that a regional arterial grid connection study is needed to identify specific and appropriate measures to proceed with the recommendations of the 2022 Study, and desires now to obtain professional services to complete said regional arterial grid connection study; and

WHEREAS, WCEC Engineers, Inc., d/b/a Wall Consultant Group, is a Utah company engaged in providing professional services and is qualified to prepare the needed regional arterial grid connection study and desires now to contract with Santaquin City to complete the aforementioned study; and

WHEREAS, the Parties now desire to enter into this Agreement in order to establish the terms and conditions of such Agreement.

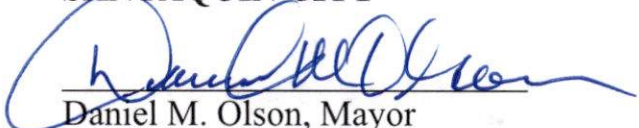
NOW, THEREFORE, BE IT RESOLVED, by the Santaquin City Council as follows:

1. The City Council finds that the terms and conditions of the Professional Services Agreement between Santaquin City and WCEC Engineers, Inc., d/b/a Wall Consultant Group, a copy of which is attached hereto as Exhibit A, are in the best interests of Santaquin City and its residents.
2. The Mayor and Recorder are authorized and directed to execute said Agreement and all documents necessary to accomplish the purposes thereof.
3. This Resolution shall take effect upon adoption by the City Council.


Approved and adopted by the Santaquin City Council this 7th day of March, 2022.



SANTAQUIN CITY


Daniel M. Olson, Mayor

ATTEST:


Amalie R. Ottley, Santaquin City Recorder

Councilmember Art Adcock	Voted <u>yes</u>
Councilmember Elizabeth Montoya	Voted <u>yes</u>
Councilmember Lynn Mecham	Voted <u>yes</u>
Councilmember Jeff Siddoway	Voted <u>yes</u>
Councilmember David Hathaway	Voted <u>yes</u>

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into, effective as of the 7th day of March, 2023, by and between the City of Santaquin, Utah, a municipality and political subdivision of the State of Utah, ("City"), and WCEC Engineers, Inc., a Utah corporation doing business as Wall Consultant Group, ("Engineer"). City and Engineer may hereinafter be referred to individually as a "Party" or together as "Parties" to this Agreement.

WITNESSETH:

WHEREAS, Santaquin City is a municipality and political subdivision of the State of Utah; and

WHEREAS, a study to reconfigure or fully reconstruct the I-15 Santaquin Main Street Exit 244 interchange was completed in 2022 by the Utah Department of Transportation ("UDOT") with participation from Mountainland Association of Governments ("MAG") and Santaquin City (the "2022 Study"); and

WHEREAS, the Santaquin City Council finds that a regional arterial grid connection study is needed to identify specific and appropriate measures to proceed with the recommendations of the 2022 Study, and desires now to obtain professional services to complete said regional arterial grid connection study; and

WHEREAS, Engineer is a Utah company engaged in providing professional services needed to prepare a regional arterial grid connection study; and

WHEREAS, the Parties now desire to enter into this Agreement in order to establish the terms and conditions of such Agreement.

NOW, THEREFORE, in consideration of mutual covenants, agreements and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **CONTRACTING PARTIES.** This contract is between Santaquin City, a Utah municipality with offices located at 275 West Main Street, Santaquin, Utah 84655 and,

WCEC Engineers, Inc.
d/b/a Wall Consultant Group
2139 South 1260 West
Salt Lake City, Utah 84119

2. **ENGINEER SERVICES.** Consultant agrees to perform the consulting services described in Attachment A titled "Santaquin Area Regional Arterial Grid Connection Scope of Work." Engineer shall not be compensated for any work performed in addition to that set forth in Attachment A unless the parties specifically so agree in writing. All information, data, reports, records and maps with respect to the project which are available to City and which City deems reasonably necessary for the performance of work set forth in Attachment A, shall be furnished to Engineer without charge by City.

3. PROJECT/CONTRACT PERIOD: The project/contract period will terminate _____, unless otherwise extended or canceled in accordance with the terms and conditions of this contract.

4. CONTRACT COSTS: Engineer will be paid a not to exceed amount of \$50,000 for costs authorized by this Contract as further described in Attachment C - Compensation.

5. ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:
Attachment A - Santaquin Area Regional Arterial Grid Connection Scope of Work
Attachment B - Standard Terms and Conditions
Attachment C - Compensation Schedule
Attachment D - Work Plan Schedule

The parties below hereto agree to abide by all the provisions of this contract.

IN WITNESS THEREOF, this Agreement has been executed by duly authorized representatives of the Parties as set forth below.



CITY OF SANTAQUIN

A handwritten signature in blue ink, appearing to read "Daniel M. Olson", written over a horizontal line.

Daniel M. Olson, Mayor

ATTEST:

A handwritten signature in blue ink, appearing to read "Amalie R. Ottley", written over a horizontal line.

Amalie R. Ottley, City Recorder

WCEC ENGINEERS, INC.
D/B/A WALL CONSULTANT GROUP

A handwritten signature in blue ink, appearing to read "Jeremy Searle", written over a horizontal line.

Jeremy Searle, Vice President

Santaquin Area Regional Arterial Grid Connection Scope of Work

Date: November 16, 2022

Executive Summary

Brief Description:

A study to reconfigure or fully reconstruct the I-15 Santaquin Main Street Exit 244 interchange was completed in 2022 by UDOT with participation from MAG and Santaquin City.

This area experiences heavy congestion during peak hours and is anticipated to see significant future growth including a high school and Jr. high school on 400 East, which is very near the interchange. This study will gather and synthesize all relevant plans and information for the study area. This will require coordination with relevant entities including Santaquin City, MAG, UDOT, Utah County, Payson City, and possibly other entities. The study will identify a preferred alternative, needed right-of-way (ROW) and ROW widths, and potential funding sources.

Local Utah County Corridor Preservation funds have recently been allocated to preserve some of the needed ROW for a complete interchange reconfiguration. Additional corridor preservation work is still needed. Santaquin City is continuing discussions with additional property owners for the needed corridor preservation on the east side of the interchange. Santaquin City will also have discussions with other property owners as additional ROW needs are identified through this study.

Now, a regional arterial (principle & minor) grid connection study is needed to put some flesh into the MAG grid network concept from TransPlan50.

Santaquin needs to know how, how much, and where to preserve these grid network roads and connections:

1. Utah County 4800 West and 5200 West Arterials in the MAG grid plans from Payson through unincorporated Utah County and Santaquin City.
2. The East Frontage road - Highland Drive southbound from Main Street to Exit 242 – the South Santaquin I-15 Interchange.

3. Hwy 198 Northbound from Santaquin Main Street

4. A New Principal Arterial not on the MAG grid plan from Santaquin south to Rocky Ridge.

Additionally, the study should help inform how the interchange reconstruction will affect all of these arterial roads in the future? Including:

1. Traffic volumes
2. Right of way widths needed
3. Locations/alignment of these arterials
4. Locations/alignment, sizes, etc. of all connections
5. Etc.

Elberta, Goshen, Genola, and Rocky Ridge traffic comes to and through Santaquin City now as the center for grocery, medical, recreation, and community services. Payson's western development of Red Bridge and other areas will increase future traffic from the North as well.

Planning and preserving the principle and minor arterial grid right of way is essential to south Utah County so we don't further overload Santaquin's I-15 Main Street interchange and the freeway in the future. As development in and around the Santaquin Main Street interchange continues to ramp up and traffic currently far exceeds current capacity (with a failing level of service), a well-connected arterial grid network through and around Santaquin is currently and will continue to be critical to the mobility of south Utah County in the future. Santaquin City wants to avoid a situation comparable to Lehi's dependency and concentration at the SR92 interchange and formerly the Lehi Main Street interchange to the west.

Studying, planning, and preserving a well-connected regional arterial grid network will help to increase resiliency in our south Utah County region in case of emergencies on I-15 and will alleviate traffic getting onto I-15 for shorter trips. As the city has been doing recently, Santaquin will continue to use our local planning and zoning powers for developer dedication, zoning ordinances, development rights, annexation and development agreements, and compliance with our city transportation master plan as required by state code before we seek Utah County Corridor Preservation funds.

With this study completed, Santaquin City will be able to acquire right of way as soon as possible, at the lowest possible cost, as well as to help prevent costly future takings and other private property impacts.

As the MAG TransPlan 50 states, the grid network is for discussion only, future work at the municipal, and regional level should determine where proposed corridors could and would connect.

Prime and Subs:

One firm will complete all engineering and public involvement with staff, no sub-consultants are anticipated.

Assumptions:

- Survey and ROW research is not anticipated. ROW estimates will be provided based on County records and concept design layouts.
- Five project team meetings are anticipated, including: a Kickoff meeting, three progress meetings, and a final results meeting
- Intersection and turning movement counts that were collected for UDOT's January 2022 Intersection Control Evaluation (ICE) Study will be compared as a part of this effort.

Schedule:

It is anticipated that this project will be completed within a 6-month time frame.

Budget:

It is anticipated that this project will be completed within a budget not to exceed \$50,000

Owner: Santaquin City

Work Plan

Task 1: Study Kickoff Meeting

Consultant will conduct a kickoff meeting with representatives from Santaquin City, MAG, UDOT, Utah County, Payson City, Rocky Ridge Community, Genola, and Goshen. The purpose of this meeting is to review background information and previous plans, identify study goals and objectives, and establish the study area. Key stakeholders and critical elements of the study will be discussed.

Deliverables

- Meeting Agenda / Notes
- Summary of previous studies
- Study Goals & Objectives

Task 2: Existing Conditions Analysis

Consultant will complete an existing conditions analysis for the study area. Consultant will evaluate past, present, and future growth patterns for this area, as well as regional growth patterns. We will identify critical regional connectivity and travel corridors.

Consultant will gather demographic, economic, and land use information for the study area and incorporate this into the MAG Travel Demand Model. This effort will further refine the model specifically for the Santaquin area.

Consultant will assess key origins and destinations in the region and how they are impacted by the study area. Planned development in the area, such as the two new schools planned on 400 East, will also be considered. Future residential and commercial developments near and along Santaquin Main Street near the interchange will be considered and evaluated.

Previous plans in the area will be reviewed and evaluated for consistency and compatibility.

Intersection and turning movement counts will be collected at the locations listed in the bulleted list below. This new data will be compared to UDOT's January 2022 ICE Study.

Deliverables

- Update socio-economic data, TAZs, and roadway network in the MAG travel demand model
- Evaluate regional connectivity and origins/destinations and how they relate to the study area
- Summary report

Task 3: Future 2030 and 2050 No Build Conditions

Consultant will use the evaluation completed in Task 2 to create a future 2030 and 2050 "no-build" conditions analysis. The modified MAG travel demand model will be run for 2030 and 2050 to understand future traffic projections and patterns within the study area. The results of this analysis will serve as a comparative baseline for the study area if improvements are not completed by 2030 or 2050 respectively. The study area is already experiencing congestion at a failing grade, and this analysis will quantify how that is expected to increase in the future.

A microsimulation modeling effort will then be completed to understand specific intersection and movement choke points. Intersections included in the microsimulation analysis include:

- 300 East / US-6 (Main Street)
- 400 East / US-6 (Main Street)
- Southbound I-15 Ramps / US-6
- Northbound I-15 Ramps / US-6
- SR-198 (Highland Drive) / US-6 (Main Street)
- 900 East/Main Street
- 500 E/200N/Orchard Lane

Deliverables

- Future 2030 and 2050 No Build Conditions TDM and microsimulation results
- Summary report

Task 4: Alternative Analysis

Consultant will complete an alternatives analysis for the study area. Santaquin City will identify and evaluate specific solutions for the following transportation areas/issues:

- Utah County 4800 West and 5200 West Arterials in the MAG grid plans from Payson through unincorporated Utah County, and Santaquin City
- The East Frontage road - Highland Drive southbound from Main Street to Exit 242 – the South Santaquin I-15 Interchange and connections to surrounding developments
- Hwy 198 Northbound from Santaquin Main Street through Utah County and into Payson
- A new Principle Arterial not on the MAG grid plan from Santaquin south to Rocky Ridge. See figure attached

Potential solutions for each of these areas/issues will be brainstormed and discussed with the project team. An initial screening process will be completed to reduce the number of alternatives to those that meet the needs and initial criteria for the study. Alternatives that progress through the initial screening will undergo a more detailed operations and safety analysis. This includes a microsimulation analysis for each alternative to evaluate and compare level of service, delay, and queuing. Safety benefits for each solution will also be quantified.

Concept layouts and ROW impacts will be evaluated for each concept.

Deliverables

- Alternative brainstorm and development
- Initial alternative screening
- Detailed alternative analysis
- Summarize analysis in the report

Task 5: Alternative Review & Selection of Preferred Alternative

Consultant will evaluate the results of the alternative screening and analysis to provide a comparison of key metrics and measures of effectiveness. The results will be presented to the Project Team and a preferred alternative for each of the focus areas/issues will be selected.

The preferred alternatives will be reviewed to ensure compatibility with all elements of the solution, and with future City, County, UDOT, and MAG plans.

Once the preferred alternative is selected, a cost estimate will be prepared. Needed ROW corridor will be identified.

Deliverables

- Select preferred alternative
- Cost estimate and ROW Corridor identification
- Summary report

Task 6: Identify Funding Sources

Consultant will identify potential funding sources and methods for obtaining funding for the preferred solution. These will be summarized in the final report. Consultant will provide recommendations for initial steps to acquire funding.

Deliverables

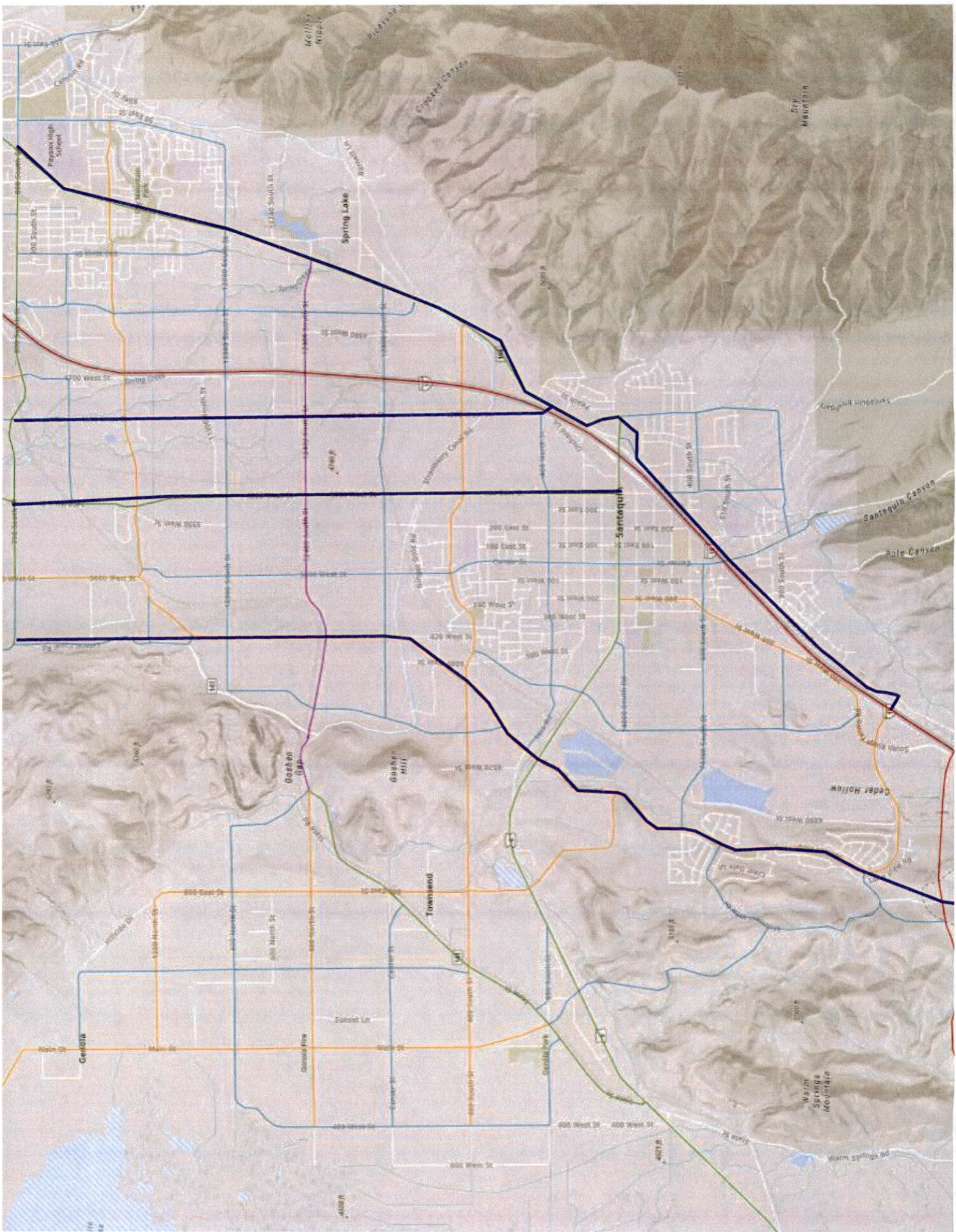
- Identify funding sources and methods
- Provide recommendations for initial steps to acquire funding

Task 7: Implementation Plan & Final Report

Consultant will develop an implementation plan that synthesizes previous study efforts and summarizes the preferred solution and timeline for each focus area/issue. The implementation plan will provide suggested steps for Santaquin, Payson, MAG, Utah County, and UDOT to move forward with the process of Regional Transportation Plan phase placement, programming and funding the selected alternatives.

Deliverables

- Develop implementation plan that synthesized all previous efforts into an accepted preferred solution and timeline
- Final report and implementation plan



WCG PROFESSIONAL SERVICES AGREEMENT

ARTICLE 1 – GENERAL TERMS AND CONDITIONS

- 1.1 **ENGINEER, et al.** ENGINEER and its shareholders, directors, officers, agents, representatives, employees, consultants or any of them.
- 1.2 **CLIENT** A person or agency who engages the professional advice or services of another.
- 1.3 **Representatives** ENGINEER and CLIENT shall each designate in writing a person authorized to act as their representative. Said persons shall serve as sole intermediaries between ENGINEER and CLIENT and shall be authorized to bind their respective principals.
- 1.4 **Professional Qualifications** WCEC Engineers Inc. dba Wall Consultant Group, a Utah Company, is duly authorized and licensed to practice engineering in the State of Utah. The ENGINEER represents that it has the necessary expertise, experience, and is properly qualified and licensed for this work.
- 1.5 **Performance Standard** ENGINEER's services hereunder shall be rendered consistent with and judged solely by the skill and care ordinarily exercised by members of the same profession performing like services in the State of Utah at the same time. ENGINEER disclaims any and all warranties, express or implied, regarding the quality of its services or the instruments thereof, including but not limited to warranties of fitness, merchantability, or compliance with federal, state, or local laws, rules, regulations, ordinances, or design or building codes or standards.
- 1.6 **ENGINEER as Independent Contractor** The ENGINEER will furnish services as an independent contractor and not as an employee of the CLIENT. The ENGINEER is not entitled to any medical coverage, life insurance, or participation in any benefits afforded to the CLIENT's regular employees. As an independent contractor, the ENGINEER will be responsible for its own overhead costs and expenses (such as taxes, office space, employee benefits, etc.).
- 1.7 **ENGINEER not to Engage in Conflicting Activities** During the time of this Agreement, the ENGINEER will not enter into any activity, employment, or business arrangement which conflicts with CLIENT's interests or ENGINEER's obligations under this Agreement. In view of the sensitive nature of ENGINEER's status, the CLIENT shall have the option of terminating this Agreement at any time if, in its sole judgment, a conflict of interest exists or is imminent. The ENGINEER will advise the CLIENT of its position with respect to any activity, employment, or business arrangement contemplated by the ENGINEER, which may be relevant to this Paragraph.
- 1.8 **Proprietary Information** The ENGINEER will treat as proprietary any information belonging to the CLIENT or any third parties disclosed to the ENGINEER in course of ENGINEER's services.
- 1.9 **Assignments** Neither party shall assign its rights or delegate its duties under this agreement without the prior, express, written consent of the other. ENGINEER may subcontract services which would be subcontracted in the normal course of business without such consent.
- 1.10 **Supplied Information** ENGINEER, et al. are entitled to rely on any and all information supplied by, through or on behalf of CLIENT and, absent an express agreement to do so, have no legal or contractual duty to verify the accuracy of such information. CLIENT waives any and all Claims against ENGINEER, et al. arising out of actual or alleged deficiencies in any such information and agrees to hold harmless, indemnify and defend ENGINEER, et al. therefrom; excepting those arising out of the indemnitee's sole negligence.
- 1.11 **Ownership of Documents** All plans, specifications, reports, notes, data, logs, diaries, and other documents, regardless of medium or content, prepared by or on behalf of ENGINEER, et al. are instruments of their respective professional services and shall remain their property. Upon payment to ENGINEER of all sums due hereunder, CLIENT is granted a non-exclusive, unassignable license to use said instrument on and for this project. Such instruments are intended for use solely by CLIENT as an integrated set on this project. Dissemination, modification or use on other projects of any and all such instruments without ENGINEER's prior express written consent shall be at CLIENT's sole risk. CLIENT waives and agrees to hold harmless, indemnify and defend ENGINEER, et al. from and against any and all Claims against ENGINEER, et al. arising out of any such nonpermissive dissemination, modification or use; excepting those arising out of the indemnitee's sole negligence.
- 1.12 **Termination** Either party may terminate this Agreement upon 15 days notice by registered or certified mail, return receipt requested, addressed to the other party. The 15 days shall be measured from the date the notice is posted. If this Agreement is terminated by either party, the CLIENT shall only be liable for payment and consulting fees incurred as a result of work actually performed prior to the effective date of the termination and any work required to organize and deliver to the CLIENT any material developed during the course of the work.
- 1.13 **Amendments** This Agreement may be amended only by written instrument expressly referring hereto and duly signed by the parties. This Agreement constitutes the entire and integrated agreement between the parties and supersedes all prior or contemporaneous negotiations, representations and/or agreements, whether written or oral.

ARTICLE 2- COMPENSATION

- 2.1 **Progress Payments** CLIENT will be invoiced at the end of the first calendar month following the effective date of this Agreement and at the end of each calendar month thereafter. Invoices shall reflect billing for work performed by ENGINEER during the month invoiced. Payment on an invoice is due upon receipt of the invoice. In the Event of a dispute regarding an invoice, CLIENT shall notify the ENGINEER of the objection with fifteen (15) days from the date of the invoice, give reasons for the objection, and shall pay all undisputed amounts as per this Article. Engineer may assess a carry charge of 1.5 percent per month on progress payments not made within thirty (30) days of the date of invoice, which charge CLIENT warrants will be paid on demand. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. The additional charge shall not apply to any disputed amount resolved in favor of the CLIENT. ENGINEER may, in its sole discretion and without notice, suspend its services hereunder should CLIENT not pay in full any amount invoiced within thirty (30) days of the date of invoice. ENGINEER further reserves the right to withhold from CLIENT any instruments of ENGINEER's services pending payment on CLIENT's account.

- 2.2 **Reimbursable Expenses** Expenditures made by the ENGINEER, its employees or its consultants in the interest of the project, including but not limited to: transportation, subsistence and lodging when traveling in connection with the project; long distance or toll telephone calls, telegrams, messenger service, field office expenses, and fees paid for securing approval of authorities having jurisdiction over the project; reproduction, postage and handling of drawings, specifications, reports or other project-related documents; computer time including charges for proprietary programs, renderings or models. project-related documents; computer time including charges for proprietary programs, renderings or models.

ARTICLE 3- SPECIAL TERMS AND CONDITIONS

- 3.1 **Construction Estimates** ENGINEER's opinions, if any, of probable construction costs, quantities or times are subject to change and are contingent upon persons and factors over which ENGINEER has no control. ENGINEER does not guarantee the accuracy of such estimates.
- 3.2 **Record Documents** Any record documents provided or drafted by ENGINEER are based upon information provided by the contractor, who is to document variations between design and actual construction. ENGINEER is entitled to rely upon and has no legal or contractual duty to verify the accuracy of such information and does not warrant the accuracy of record documents.

- 3.3 **Access** CLIENT warrants timely access for ENGINEER, et al. to all property reasonably necessary to the performance of their services.
- 3.4 **Problem Notification** CLIENT will provide prompt written notice to the ENGINEER whenever the CLIENT observes or otherwise becomes aware of any defect in the services being performed under this agreement. The purpose of the notice is to allow the ENGINEER an opportunity to correct the problem consistent with its desire to provide quality engineering services.
- 3.5 **Construction Services** ENGINEER's construction observation or monitoring services, if any or unless specified otherwise, are neither exhaustive nor continuous and consist solely of periodic visits to the project site to determine whether construction is progressing in general conformance with the plans and specifications. ENGINEER is not responsible for the timeliness, means, methods or sequences of construction nor for the safety of workers or others at or near the project site. ENGINEER does not guaranty the performance of the contractor, subcontractors, suppliers or others providing labor, material or services for the project, nor is it responsible for their acts, errors or omissions. Unless expressly agreed otherwise, ENGINEER's compensation for any such services contemplates one (1) construction contract being let and construction completion within the specified time period. Should more than one (1) construction contract be let or said period for construction be exceeded through no fault of ENGINEER, ENGINEER's compensation shall be equitably adjusted. Should ENGINEER not be retained to provide construction observation, monitoring, or similar services, CLIENT waives and agrees to hold harmless, indemnify and defend ENGINEER, et al. from and against any and all Claims against ENGINEER, et al. based in whole or in part upon actual or alleged defects in construction, workmanship and/or materials; excepting those arising out of the indemnitee's sole negligence.
- 3.6 **Site Conditions** Unless expressly agreed otherwise, ENGINEER's services and compensation contemplate (i) the absence of Hazardous Materials on, in or under the project site or nearby properties and (ii) site conditions like those represented in information provided by, through or on behalf of CLIENT and/or those reasonably anticipated for a site of this nature and locality. Should such Materials be discovered or should actual conditions vary materially from those represented or anticipated, either party shall have an absolute and unconditional right to terminate or suspend this agreement. CLIENT waives and agrees to hold harmless, indemnify and defend ENGINEER, et al. from and against any and all Claims against ENGINEER, et al. actually or allegedly, directly or indirectly arising out of or related to (i) the detection, generation, presence, escape, release, discharge, movement, seepage, stabilization, abatement, handling, removal, transportation, storage or disposal of Hazardous Materials and/or (ii) any material change in represented or anticipated conditions; excepting those arising out of the indemnitee's sole negligence.

ARTICLE 4 – CLAIMS AND DISPUTES

- 4.1 **Claims (or Claim)** Shall be defined as any and all claims, actions, causes of action, rights, demands, liabilities, damages, costs, expenses, and/or fees (incl. expert and attorneys) of any nature whatsoever actually or allegedly, directly or indirectly arising out of or related to the project, whether or not accrued, known, suspected, discovered, discoverable, and/or latent.
- 4.2 **Dispute Resolution** Any dispute related to this agreement, either parties' performance hereunder, and/or ENGINEER, et al.'s services shall be submitted to mediation before a mutually acceptable mediator prior to initiation of litigation or other formal adjudicative procedures.
- 4.3 **Limitation of Liability** In recognition and equitable allocation of the relative risks and benefits of the project, CLIENT limits, to the fullest extent permitted by law, the total aggregate liability of ENGINEER, et al. to CLIENT and all contractors, subcontractors and suppliers on all Claims arising out of, on or related to the project, to the ENGINEERS contract value. Prior to the initiation of ENGINEER's services hereunder, this limit may be increased up to ENGINEER's then effective insurance limit upon mutual agreement and CLIENT's payment of an additional fee of 0.5% of the amount of any increase in coverage. To the fullest extent permitted by law, CLIENT waives and agrees to hold harmless, indemnify and defend ENGINEER, et al. from and against any and all Claims against ENGINEER, et al. in excess of the limit established hereby; excepting those arising out of the indemnitee's sole negligence. ENGINEER, et al. are not liable to CLIENT for consequential or incidental damages for any Claim.
- 4.4 **Jurisdiction; Venue** This agreement shall be interpreted and enforced according to the laws of the State of Utah. Venue of any litigation arising out of or related to this agreement or the services hereunder provided shall be exclusively in Salt Lake County, State of Utah.
- 4.5 **Force Majeure** Any default in the performance of this agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: act of God, government, or public enemy; strike; embargo; fire, flood, epidemic, unusually severe weather and/or other extraordinary natural event or disaster; and/or quarantine.
- 4.6 **Attorneys Fees** In the event of default hereunder, the defaulting party agrees to pay all costs incurred by the non-defaulting party as a result thereof, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.
- 4.7 **Severability Waiver** In the event any provision of this agreement is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver of a breach of any provision is not a waiver of a subsequent breach of the same or any other provision.
- 4.8 **Third Party Rights** No third party beneficiary rights are created by this agreement, nor does this agreement create any cause of action in favor of any third party against either party hereto.
- 4.9 **Limitation Periods** Statutory periods of limitation for CLIENT Claims against ENGINEER, et al., shall begin to run no later than the date of substantial completion, the date of occupancy of the project or the portion of the project as to which the Claim is made, or the date of abandonment of the project, whichever date is earliest.
- 4.10 **Mediation** In addition to and prior to arbitration, the parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association (AAA) currently in effect unless the parties mutually agree otherwise. Demand for mediation shall be filed in Writing with the other party to this agreement and with the AAA. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

ARTICLE 5 – SCOPE OF WORK

- 5.1 **Scope of Work** The scope of work, schedule, and contract value related to this project is included in the attached Exhibit A.

Authority from Client for Notice to Proceed

Date

Printed Name:

Title:



Contract

Project Name: Santaquin Interchange Study



	PM	QC/QA	Regional Planner	Traffic Engineer	Travel Demand Model	Active Transportation Specialist	Technical Editor	Cost Estimating	Kyle Horton	3D Graphics	Project Engineer	Design Engineer	Administrative Staff	HOURS PER TASK	COST PER TASK
	Jeremy Searle	Tim Taylor	Shawn Seager	Scott Johnson	Austin Feula	Erica Wygonik	Haley Holmes	Paul Peterson	GIS Analyst	Pin Vo	Ian MacGregor	Cristy Rodriguez	ShaVon Anderson		
RATE	\$ 165.00	\$ 172.00	\$ 155.00	\$ 145.00	\$ 150.00	\$ 160.00	\$ 85.00	\$ 155.00	\$ 105.00	\$ 95.00	\$ 75.00	\$ 140.00	\$ 70.00		
<i>Oqui</i>															
	LABOR HOURS:														
1 Kick-off & Project Management	8		8	4									8	28	\$ 3,700.00
2 Existing Conditions Analysis	4		2	16	24	4			4		8			62	\$ 8,550.00
3 Future 2030 & 2050 No Build Conditions	6	2	4	16	2	4			4		8			46	\$ 6,234.00
4 Alternative Analysis	8	2	4	16	6	4			8		8			56	\$ 7,584.00
5 Alternative Review & Selection of Preferred	8	2	8	16	4	4		16	8	8	8	20		102	\$ 13,944.00
6 Identify Funding Sources	4		8	4							4			20	\$ 2,780.00
7 Implementation Plan & Final Report	6	2	6	8	6		8		4	8	8			56	\$ 6,784.00
TOTAL LABOR HOURS	44	8	40	80	42	16	8	16	28	16	44	20		362	
RAW LABOR COSTS	\$ 7,260.00	\$ 1,376.00	\$ 6,200.00	\$ 11,600.00	\$ 6,300.00	\$ 2,560.00	\$ 680.00	\$ 2,480.00	\$ 2,940.00	\$ 1,520.00	\$ 3,300.00	\$ 2,800.00	\$ -	\$ 49,016.00	\$ 49,576.00

Direct Expenses Summary

	Unit	Sub-Total
Mileage	600 \$ 0.635 mile	\$381.00
8 1/2 x 11 Prints - Color	40 \$ 0.650 each	\$26.00
11 x 17 Prints	20 \$ 0.850 each	\$17.00
Billboard Style Graphics - Public Outreach	\$ 475.000 each	\$0.00
Total Direct Expenses		\$424.00

Direct Expenses	\$ 424.00
Labor Costs	\$ 49,576.00
GRAND TOTAL	\$ 50,000.00

Santaquin Interchange Study

Tasks		March	April	May	June	July
1	Kick-off & Project Management	Kick-off Meeting	Project Team Meeting	Project Team Meeting	Project Team Meeting	Final Results Meeting
2	Existing Conditions Analysis	Existing Conditions Analysis Completed				
3	Future 2030 & 2050 No Build Conditions	Future No-Build Completed				
4	Alternative Analysis		Alternatives Analysis Completed			
5	Alternative Review & Selection of Preferred				Select Preferred Alternative	
6	Identify Funding Sources					Identify Funding Sources
7	Implementation Plan & Final Report					Final Report

Project Team Meetings
Key Deliverables