



August 4, 2015

TOOELE COUNTY CORPORATON  
CONTRACT # 15-08-02

Rod Thompson  
Tooele County  
47 South Main Street  
Tooele, Utah 84074

**Re: Additional Contract to Provide Road Maintenance Services for Ophir & Soldier Canyon Roads**

Dear Mr. Thompson,

Thank you for the opportunity to provide services for the subject project. This contract addresses the change of scope from our existing contract with the County for similar services signed by Wade Bitner on June 4, 2015. This contract also adds construction services for the project.

The change of scope includes focusing on Ophir Canyon and Soldier Canyon roads rather than Erda Way, Ophir Canyon, and Rowely roads. The scope change also includes switching to central plant asphalt recycling using milled asphalt from the Tooele City Main Street reconstruction project rather than other traditional methods. The added cost for the design services scope change and to include construction services are detailed below.

**Ophir Canyon Road Consulting Services:**

Our understanding of the project is that the County will provide shoulder drainage improvements. Coughlin will mill 2" and place them on the shoulders. They will also set up their plant on a pad at the site and place and compact a 3" overlay with recycled asphalt. The County will haul all of the material and place a chip seal at project completion. The width is planned at 26 feet and the length is planned at 3.3 miles with a possibility of extending to 3.5 miles or 4.1 miles, depending on the city. The PEPG team will provide the following services for the Ophir Canyon Road maintenance project.

**Design Services (Additional Fee): \$1,900.00**

- Consulting and Planning Meetings (five meetings)
- Mix Design and Specifications
- Project Estimates
- Sole Source Contract Documents

**Construction Services: \$7,200.00**

- Provide Consulting and Oversight (two site visits)
- Plant Calibration
- Paving Oversight (one day)
- Lab Testing – Rice Test (one set per day)
- Project Closeout and Inspection
- Contract Administration and Pay Applications

**Soldier Canyon Road Consulting Services:**

Our understanding of the project is that the County will provide shoulder drainage improvements. Coughlin will provide a full depth mill two weeks prior to placing the asphalt and the County will work the road base in the meantime. Coughlin will set up their plant on a pad at the site and place and compact 3” of pavement with recycled asphalt. The County will haul all of the material and place a chip seal at project completion. The width is planned at 20 feet and the length is planned at 1.5 miles with a possibility of extending into the parking lot of the baseball field. The PEPG team will provide the following services for the Soldier Canyon Road maintenance project.

**Design Services (Additional Fee): \$1,900.00**

- Consulting and Planning Meetings (five meetings)
- Mix Design and Specifications
- Project Estimates
- Sole Source Contract Documents

**Construction Services: \$5,000.00**

- Provide Consulting and Oversight (two site visits)
- Plant Calibration
- Milling/Base Inspection
- Paving Oversight (four days)
- Lab Testing – Rice Test (one set per day)
- Project Closeout and Inspection
- Contract Administration and Pay Applications

**Total Fee: \$16,000.00**

This total fee adds to the \$9,000 fee in the original contract. This fee is based on the assumptions described in parenthesis. Changes to the scope or incorrect assumptions may require the negotiation of a change order. Our typical rates are shown below.

**Rates:**

Technician: \$65.00 per hour  
Designer: \$80.00 per hour  
Project Manager: \$95.00 per hour  
Licensed Engineer: \$125.00 per hour  
Mileage: \$0.575 per mile  
Rice Test: \$100 each

**Schedule:**

We will work with the County's proposed schedule. Our understanding is that the initial milling will be performed near the end of August. The road work should be completed by the middle of September with the chip seal following shortly thereafter.

Please let us know if you have any questions. If this proposal is acceptable, you may sign the agreement on the following page. We appreciate the opportunity and look forward to continue working with you.

Sincerely,



Ryan Kitchen, PE  
Manager of Engineering  
PEPG Consulting, LLC

Standard Terms and Conditions

1. Indemnification and Liability

- a. The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold the OWNER harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CONSULTANT's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her sub-consultants or anyone for whom the CONSULTANT is legally liable. It is specifically understood and agreed that in no case shall the CONSULTANT be required to pay an amount disproportional to their culpability, or any share of any amount levied to recognize more than actual economic damages.
- b. The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the OWNER's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the OWNER is legally liable, and arising from the project that is the subject of this Agreement.
- c. The CONSULTANT is not obligated to indemnify the OWNER for the OWNER's own negligence.
- d. In recognition of the relative risks and benefits of the project to both the OWNER and the CONSULTANT, the risks have been allocated such that the OWNER agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT and his or her sub consultants to the OWNER and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the CONSULTANT and his or her sub consultants to all those named shall not exceed the CONSULTANT's total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

2. Notification of Defects in Service

OWNER, OWNER's personnel, and OWNER's contractors and subcontractors shall promptly report in writing to the CONSULTANT any defects or suspected defects in the CONSULTANT's work or services, in order that the CONSULTANT may take prompt, effective measures which in the CONSULTANT's opinion will minimize the consequences of a defect in service.

3. Acts or Omissions of Others

The CONSULTANT shall not be responsible for acts or omissions of any other party or parties involved in planning, designing, or construction of any project(s) for construction associated with this Agreement or the failure of any contractor or subcontractor to construct any item on the project in accordance with recommendations contained in any instructions issued by the CONSULTANT. The CONSULTANT, by the performance of services hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to any project(s) associated with this Agreement customarily vested in project architects, other design engineers, or any other design agencies or authorities.

4. Reliance on Public Records or Other Non-CONSULTANT Reports and Data

Unless otherwise described in this proposal, the CONSULTANT accepts no responsibility for the correctness or accuracy of data or conclusions contained in public records, reports or other documents which were not published by the CONSULTANT, but which are discovered by the CONSULTANT in performance of the services required by this Agreement. OWNER waives any claim against the CONSULTANT, and agrees to defend, indemnify and hold the CONSULTANT harmless from any claim or liability for injury or loss allegedly arising from errors, omissions or inaccuracies in such public records or in such other reports or documents.

5. Billing Process and Collection

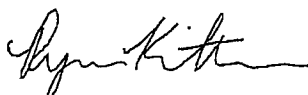
CONSULTANT will invoice for services performed in the prior month on a monthly basis. OWNER agrees to pay valid invoices for services rendered within thirty days of invoice date. It is the responsibility of the OWNER to notify the CONSULTANT of any discrepancy in invoicing within thirty days of the invoice date. Any unpaid portion of this invoice after thirty days is subject to an annual interest rate of 18% compounded monthly (1-1/2% Monthly). OWNER agrees to pay any and all late charges and fees necessary to collect any unpaid portion of valid invoices.

6. Materials Developed and/or Acquired

CONSULTANT, during the performance of the services specified by this agreement may prepare, develop, acquire, or complete materials including all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, which shall become the property of the OWNER and shall be delivered to the OWNER during the contract period as long as OWNER complies with the specifics of this Agreement and is current on paying all invoices. CONSULTANT at any time without prior written consent and approval of the OWNER, shall not release any such materials. It is understood and agreed that such materials are to be prepared exclusively for work required under this agreement, and that their use on other projects may not be appropriate. Hence, OWNER agrees that its use of said materials on other projects shall be at its own risk and peril unless prior thereto CONSULTANT has given its written consent for such use.

7. Estimates, Projections, and Schedules

CONSULTANT, in providing estimates of probable cost, financial analysis, economic feasibility projections, and schedules for the project, disclaims any control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Hence, CONSULTANT makes no warranty, either expressed or implied, that the OWNER'S actual project costs, financial aspects, economic feasibility or schedules will not vary from the CONSULTANT'S opinions, analysis, projections, or estimates.



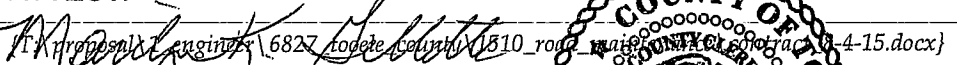
CONSULTANT  
Ryan Kitchen, Manager of Engineering  
PEPG Consulting, LLC



OWNER

5 AUG 2015  
DATE

ATTEST:



MARILYN K. GILLETTE  
TOOELE COUNTY CLERK/AUDITOR

