

Civil Science, Inc.
Short Form Consulting
Services Contract
 {Owner/Engineer Form / Revised Oct. 2018}




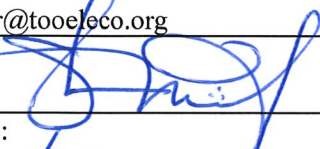
Project Name Rowley Road Bridge Replacement
 Contract # _____ Contract Value \$47,000.00
 Contract Type: ___ Time and Materials X Fixed Price (Lump Sum) ___ Retainer ___ Per Lot
 Contract Term: From 10/11/2019 to 12/31/2021

In addition to the General Conditions contained herein this contract incorporates the terms of
 Quotation # N/A dated _____

List of Contract Documents: This Contract incorporates the General Conditions and Exhibits noted below:

- X Exhibit A – Scope of Work and Cost Proposal
- X Exhibit B – CS Standard Unit Rates and Fee Schedule
- X Exhibit C – Invoice Schedule
- ___ Exhibit D –
- ___ Exhibit E –
- ___ Exhibit F – Retainer Amount Fee Schedule
- ___ Quotation # _____

THIS AGREEMENT EXECUTED THE DAY AND YEAR LAST WRITTEN:

Civil Science, Inc. (CS)	Company Name (CLIENT)	Billing/AP Contact
Civil Science, Inc. 3160 W Clubhouse Drive Lehi, UT 84043 (801) 768-7200	Rachelle Custer 47 South Main, Room #208 Tooele, UT 84074 (435) 843-3160 rcuster@tooeleco.org	
BY*: 	BY*: 	SHAWN MILNE
DATE: 10/15/2019	DATE: <u>4 Nov. 2019</u>	TOOELE COUNTY COMMISSION

*Must be executed by authorized company representative

1. Scope of Work and Term. CS shall furnish the services as described in Exhibit A, Scope of Work, during the term indicated above.

2. Consideration and Payment.

- A) If this is a fixed price contract, CS shall be paid the total amount stated above in accordance with the requirements of Clause 3B below.
- B) If this is a time and materials contract, CS labor costs shall be paid at the hourly rates shown in Exhibit B, entitled "CS Standard Unit Rate and Fee Schedule". CS non-labor expenses shall be paid at actual cost plus 15%. These non-labor expenses shall include, but are not limited to, travel and living expenses, materials, equipment, supplies, and other out-of-pocket expenses.
- C) If this is a retainer-type contract, CS shall be paid the total amount as specified in Exhibit F, entitled "Retainer Amount Fee Schedule" and in accordance with the requirements of Clause 3D below.

D) If this is a per-lot-type contract, the number of lots will be identified prior to the start of per-lot work. The per-lot cost will be multiplied by the total lot count and will constitute the total amount to be paid CS in accordance with the requirements of Clause 3B and/or 3D below. If this contract is both a per-lot and retainer-type contract, retainer amounts will be requested as shown in Exhibit F following the determination of the total amount to be paid to CS.

E) All payments shall be sent to the address identified above.

F) All work products will be held until all outstanding invoice and retainer payments have been made in full. Civil Science will not be held liable for negative impacts this may have to time-sensitive matters such as submittal deadlines. Civil Science will also not be held liable for negative impacts that this may cause to the value of the client's product or to the future value of the client's project.

3. Invoicing.

A) The Client agrees to pay CS invoices upon receipt. If part of an invoice is disputed, the CLIENT shall pay the undisputed portion within 15 days pending resolution of disputed amounts. Invoices unpaid after fifteen days shall bear interest, compounded monthly at 1 ½ percent per month. If CLIENT fails to make payment as required, CS may stop work and withhold work products until payment is made.

B) If this is a fixed price contract, CS will invoice in an amount equal to estimated percent completion of the work during period times the fixed price stated for services.

C) If this is a time and materials contract, CS will invoice as follows:

1) CS will invoice an amount based upon the actual time charged to the project during the preceding period at the specified hourly rates plus all other costs actually incurred or obligated to be paid by CS in connection with the services performed plus the markup for such costs as applicable.

2) CS standard invoice shall include a breakdown of charges in the following categories: labor by category, travel, materials, equipment, supplies, subcontracts, and miscellaneous expenses. Any additional supporting information required by CLIENT shall be provided at CLIENT's expense.

D) If this is a retainer-type contract, CS will send an Invoice Summary indicating how each retainer payment has been applied to the overall project budget.

4. Applicable Law. This contract shall be construed and governed by the laws of the State of Utah. The exclusive forum for resolving disputes not settled by negotiation shall be the courts of the State of Utah.

5. Conflict of Interest. CS knows of no conflict of interest with the activities to be performed under this Contract and other activities of CS, but shall advise the CLIENT if such a conflict is discovered in the future. CS shall avoid circumstances and actions that would reasonably place it in a position of divided loyalty with respect to its obligations under this contract.

6. Independent Contractor. In all matters relating to this Contract, CS shall be acting as an independent contractor. Neither CS, nor its employees, are employees of the CLIENT within the meaning or application of any unemployment insurance or workmen's compensation laws, or any other federal, state, or local laws. CS shall assume all liabilities or obligations imposed by any such laws with respect to its employees in the performance of this Contract. Neither party shall have any authority or right to create any obligation, express or implied on the behalf of the other. CS shall not have the authority to represent itself as an agent of the CLIENT unless specifically authorized in Exhibit A.

7. Compliance with Laws. Both parties shall comply with all applicable laws, ordinances, rules and regulations of federal, state, and local governments and agencies relating to or affecting the contract work in whole or in part. CS shall secure any permits or licenses that may be necessary for it to perform its work.

8. No Waiver. Failure of either party to insist on strict performance by the other party shall not constitute a waiver of any of the provisions of this Contract, waiver of any other default or a continuing waiver.

9. Modifications. The terms and conditions contained in this contract shall not be added to, modified, superseded or otherwise altered except by written modification signed by authorized representatives of CS and CLIENT.

10. Accuracy of Services and Limitation of Liability. CS services shall be rendered without any warranty except that CS will perform in accordance with a degree of care and skill generally exercised by professionals performing similar work under similar conditions. CS does not warrant that its services are without errors or omissions, nor shall CS be liable to the CLIENT for consequential or special damages or economic loss.

11. Excusable Delays. CS shall not be liable for damages, including liquidated damages, if any, for delays in performance or failure to perform due to causes beyond the control and without the fault or negligence of CS. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state, or local governments, act of CLIENT or those working under contract with CLIENT, acts of environmental groups, delays caused by safety concerns, court orders, fires, floods, epidemics, strikes, embargoes, or unusually severe weather. This contract shall be extended on a day-for-day basis for delays due to such causes.

12. Inspection and Final Acceptance. The CLIENT may inspect and accept or reject any of CS work under this contract during performance or when completed. The CLIENT shall reject or finally accept CS work within 15 days after completion. The CLIENT can only reject work by a timely written explanation, otherwise the work shall be deemed to have been accepted. The CLIENT's acceptance shall be conclusive except with respect to latent defects, fraud, and gross mistakes as amount to fraud.

13. Insurance/Liability Limitation. CS will maintain workmen's compensation insurance and public liability and property damage insurance in accordance with statutory requirements. Any additional insurance coverage requested by CLIENT will be at CLIENT's expense. The CLIENT agrees to limit all claims related in whole or in part to CS failure to observe the standard of care or breach of contract to an aggregate amount of \$25,000 or two times the contract value for the services performed under this agreement, whichever is the lower amount.

14. Termination. The CLIENT or CS may terminate this Contract, in whole or in part, by giving five days written notice to the other. If terminated by the CLIENT, the CLIENT shall pay all costs incurred, including any cancellation charges by vendors, plus a reasonable amount for indirect costs and profits.

15. Equal Employment Opportunity. CS is aware of and fully informed of its obligations under Executive Order 11246 and Title 41 of the Code of Federal Regulations, Part 60, and where applicable, shall comply with the requirements of that order, 41 CFR, Part 50, and all orders, rules, and regulations promulgated there under unless exempted there from.

16. Indemnification and Limitation of Liability. CS shall indemnify and hold the CLIENT, its agents, and its employees harmless from damages or liability caused by or arising out of CS gross negligence or intentional misconduct in its performance under this Contract. The CLIENT shall indemnify and hold CS, its agents,

employees, subcontractors, and consultants harmless from costs, damage, liability or expense (including attorney's fees): (a) Caused by or arising out of errors or omissions in the drawings, documents, or other oral or written information given to CS by the CLIENT; and (b) arising from any claim related to work under this or other contract with CS asserted against CS by any third parties which exceeds CS insurance coverage and (c) any reuse of any work product prepared by CS under this contract without the express written consent of CS. In any event, and with all respects to liability herein, the limits of CS liability shall not be greater than \$25,000, or two times the contract value for services performed under this contract, whichever is lower;

17. Title. The CLIENT shall have the right to use any information developed by CS under this Contract. In the event of any reuse by the CLIENT of any portion of such information, CS shall not be liable to the CLIENT for any damages arising out of the reuse. Any transfer of digital information to CLIENT will be contingent upon acceptance and agreement to CS digital file release and indemnification conditions.

18. Assignment. Neither party may assign its rights or responsibilities under this Contract without the prior written consent of the other party. This restriction shall not apply to CS subcontracting work under this contract or CS assignment to a financial institution of monies due from the CLIENT for work under this contract.

19. Notice. Any notice under this contract shall be deemed to have been given when in writing and delivered to the other party at the addresses set forth above. Notices are effective upon receipt, not when sent.

20. Audit Privileges. All job audit privileges of CLIENT will extend only to review and approval of monthly invoices submitted by CS to CLIENT. Invoices prepared and submitted by CS will include supporting documents. CLIENT may review, debate, or qualify items for payment at the time of invoice review and approval prior to payment of invoice. CS will not be responsible to maintain job related support documents or any other billing documents beyond the periodic billing, review period, and collection by CS of invoices submitted.

21. Facsimile Signatures: For purposes of executing this agreement, signatures transmitted upon facsimile generated copies will be deemed to be valid and will carry the full force and effect of original signatures thereto.

22. Subcontracts: General subcontracts, excluding consultant services, will be invoiced at cost plus a 15% handling charge to cover administrative costs associated with management and processing of the subcontracts.

23. Other Direct Costs: Expenses for in-house services such as computer usage, copying, and reprographics, are billed at a fixed rate or unit prices whichever is applicable. Specialized instrumentation, company vehicles, mobile laboratories, and related equipment are billed at fixed daily or weekly rate depending on the period of usage. Rate schedules are available upon request. Costs for project specific supplies or travel related expenses (lodging, meals, airfare, vehicle rental, etc...) are invoiced at the cost plus a 15% handling charge.

24. Credit Card Payments: CLIENT may make payments to CS by credit card in a form acceptable to CS. CS may charge a 3% fee on all credit card payments.

Civil Science, Inc.
Short Form Consulting Services Contract
{Owner/Engineer Form}

Exhibit A – Scope of Work

Rowley Road Bridge Replacement

Exhibit A – Scope of Work

Tooele County has contracted with Civil Science, Inc. to provide professional engineering design and survey services for this bridge replacement project. The structure to be replaced is UDOT Structure Number 045001E and carries Rowley Road over an existing drainage channel that is 3.67 miles west of I-80 Exit 77 (in Skull Valley). This structure is owned by Tooele County and the project is funded entirely by the County. Design reviews and approvals will be performed solely by County staff.

The following summarizes the anticipated project schedule:

- Design Kickoff Meeting – 10/24/2019
- Design Complete – 2/27/2020
- Estimated Bid Process Begin – Early 2020
- Estimated Construction Begin – Summer/Fall 2020

The Scope of Work is as follows:

1.0 CONCEPT DESIGN

- 1.1 Kickoff Meeting – Civil Science will hold a 1-hour Kickoff Meeting to introduce team members, to familiarize the team with the project, to review the proposed project scope, proposed schedule and proposed budget, and to commit to the project's success. Civil Science will coordinate with Tooele County to schedule, hold the meeting, and invite applicable personnel.
- 1.2 Topographic Survey – Civil Science will survey the existing terrain, structure, visible utilities, and roadway features and will develop mapping for the project. Civil Science will also establish project survey control using readily available section corners, , and NGS monuments. All survey work will be overseen by a licensed Land Surveyor.
Assumption – Existing Right of Way, USGS monumentation is readily available and section corners are not buried or hidden.
- 1.3 Preliminary Design – Civil Science will develop a preliminary roadway horizontal and vertical alignment, typical section, and site grading. This task also includes a preliminary MOT design. This task also includes efforts for Civil Science to contact utility companies and local businesses to determine infrastructure in the project area and expected vehicular loading. Civil Science will also contact Tooele County Flood Control to initiate project discussions.
Assumption – Environmental clearances and NEPA documentation are not anticipated and beyond the scope of work. Tooele County is the only anticipated agency requiring clearances. No utilities are expected to be adversely affected by this project and utility coordination expected to be minimal.
- 1.4 Traffic Evaluation – Civil Science, or its subconsultant, will obtain traffic counts to determine the number of vehicles and percentages of trucks. This information will be compared to UDOT's readily available traffic data at I-80 Exit 77. Civil Science will also develop a Maintenance of Traffic (MOT) plan with the intention of keeping a lane of traffic open in each direction during construction. Assumption – Traffic evaluation will be summarized in a memo document.
- 1.5 Preliminary Structure Design – Civil Science will provide an initial layout of the structure using survey data and the scheme described in the proposal. Civil Science will also provide a Structure Type Selection Memo that summarizes the expected loading, design criteria, structure type selection processes, demolition plan, and construction phasing.
- 1.6 Geotechnical and Pavement Design – Civil Science will coordinate with and direct its subconsultant to perform geotechnical sampling and testing to determine design recommendations for the proposed bridge foundations. Testing may include moisture

content, gradation, Atterberg limits, pH, resistivity, soluble sulfates, grain size analysis, one-dimensional consolidation, and shear strength, as appropriate. The subconsultant will use the data from the geotechnical investigation and provide a pavement design for the project.

Assumptions – Two borings will be conducted to an approximate depth of 50 feet or shallower if equipment hits refusal. Only one proposed pavement design will be required for the project. A temporary pavement design will also be provided based on the assumed MOT scheme.

- 1.7 Design Review – Civil Science will compile the concept design documents and provide them to the County for review. The team will hold a 1-hour design review meeting at a county office building in Tooele.

Assumption – The design review period will be a minimum of one week.

2.0 FINAL DESIGN

- 2.1 Roadway Design – Civil Science will develop final geometry, grading, guardrail, signing, and striping design and detail corresponding plan sheets. Civil Science will develop the criteria that the contractor must follow to establish temporary pavement for MOT; Civil Science will not provide a temporary MOT roadway design.

Assumptions – The project will be designed to Tooele County and AASHTO standards. The roadway alignments will not be significantly altered from the existing conditions. The plan set will have approximately seven general/roadway sheets. The project will be delivered using APWA Standards.

- 2.2 Drainage Design – Civil Science will develop final surface drainage and erosion control plans and detail corresponding plan sheets. This design will include developing scour countermeasures.

Assumptions – The drainage design will utilize sheet flow and roadside ditches to convey surface drainage to the channel. Catch basins and piping will not be required. The design will not require a hydraulic analysis because the channel cross section and bridge low chord will not be significantly altered from the existing conditions. The plan set will have approximately two drainage/erosion control sheets.

- 2.3 Bridge Design – Civil Science will design the final bridge and corresponding plan sheets.

Assumptions – The bridge type will be a precast/prestressed voided slab bridge using Idaho Transportation Department standards. The design will be modified to meet project-specific conditions. Coordination with UDOT Structures will be limited to notification of the work. A load rating analysis and report is outside of this scope of work. The plan set will have approximately nine bridge sheets.

- 2.4 Design Review – Civil Science will compile the final design documents and provide them to the County for review. The team will hold a 1-hour design review meeting at a county office building in Tooele.

Assumption – The design review period will be a minimum of two weeks.

- 2.5 Project Advertisement – Civil Science will address and incorporate all comments from the County and create a final construction package that the County will advertise.

- 3.0 BID PROCESSING** – Civil Science will provide assistance to the County, as requested, in the form of bid assistance, responding to Requests For Information (RFI) from bidders, conducting a pre-bid meeting, assist in the bid opening, provide a bid abstract, and review bid documents (such as verifying bid bonds and licenses). Assumption – this work is expected to be 20 hours or less.

- 4.0 CONSTRUCTION SERVICES** – Civil Science will provide assistance to the County, as requested, in the form of conducting a pre-construction meeting, attending progress meetings, processing change orders and pay requests, and keeping record of as-built conditions. Assumption – this work is expected to be 20 hours or less.

- 5.0 PROJECT MANAGEMENT** – This task includes Civil Science's efforts to manage its personnel and subconsultants and produce invoices.

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 {Owner/Engineer Form, REV 8/2018}

Exhibit B – CS Standard Unit Rates and Fee Schedule

LABOR RATES – Services provided by Civil Science personnel will be invoiced at the unit rates identified below:

Labor Category	Hourly Labor Rate¹
Engineer VI	\$170.00
Engineer V	\$150.00
Engineer IV	\$139.00
Engineer III	\$127.00
Engineer II	\$108.00
Engineer I	\$87.00
Survey V	\$139.00
Survey IV	\$125.00
Survey III	\$102.00
Survey II	\$87.00
Survey I	\$70.00
Survey Crew – 1-Man	\$110.00
Survey Crew – 2-Man	\$180.00
Senior Project Manager	\$150.00
Tech. V/Project Manager	\$130.00
Technician IV	\$122.00
Technician III	\$102.00
Technician II	\$86.00
Technician I	\$68.00
Admin V	\$175.00
Admin IV	\$140.00
Admin III	\$99.00
Admin II	\$74.00
Admin I	\$62.00
Clerical I	\$56.00

DIRECT REIMBURSABLE RATES:

Mileage	\$0.58 / mile
Lodging (as necessary and agreed upon)	\$ Cost / Night
Daily Meal Per-Diem (as necessary and agreed upon)	\$56 / person / day

TIME CHARGES: Time reporting for all office personnel is based upon actual time in office. Time reporting for all field work is based upon actual field work plus travel time to and from assigned office location. Time billed in 15 minutes increments.

SUBCONTRACTS: General subcontracts, excluding consultant services, will be invoiced at cost plus a 15% handling charge to cover administrative costs associated with management and processing of the subcontracts.

OTHER DIRECT COSTS: Expenses for in-house services such as computer usage, copying, and reprographics, are billed at a fixed rate or unit prices whichever is applicable. Specialized instrumentation, mobile laboratories, and related equipment are billed at fixed daily or weekly rate depending on the period of usage. Rate schedules are available upon request. Costs for project specific supplies or travel related expenses (lodging, meals, airfare, vehicle rental, etc...) are invoiced at the cost plus a 15% handling charge.

AUDIT PRIVILEGES: All job audit privileges of CLIENT will extend only to review and approval of monthly invoices submitted by CS to CLIENT. Invoices prepared and submitted by CS will include copies of source documents of all expenditures including: time, travel, subcontracts, supplies, equipment, materials, or premiums. The CLIENT may review, debate, or qualify items for payment at the time of invoice review and approval and payment of invoice. CLIENT waves post job audit privileges beyond invoice approval. CS will not retain job related support documents or any other billing documents beyond the periodic period, review period, and collection by CS of invoices submitted.

ESTIMATES: Estimates are provided to the CLIENT for budgeting purposes only and are not an agreement by CS to perform the services for a lump-sum, fixed price, or not to exceed price unless otherwise provided for in the contract. CS reserves the right to change rates used on rate-based reimbursable contracts.

¹ Rates subject to change with written notice and agreement.

**Civil Science Infrastructure
Short Form Consulting Services Contract**

Exhibit C – Invoice Schedule

Services will be invoiced on a monthly basis based upon percent completed at the end of the month.

COST PROPOSAL
 Rowley Road Bridge Replacement

September 30, 2019

TASK DESCRIPTION	QC/QA Mgr		Project Mgr		Structures Lead		Hydraulics Lead		Roadway Lead		Design Engineer		CAAD Tech		Survey Lead		Survey Tech		Administrative		ACTIVITY TOTAL	
	HRS	\$	HRS	\$	HRS	\$	HRS	\$	HRS	\$	HRS	\$	HRS	\$	HRS	\$	HRS	\$	HRS	\$	HRS	\$
Concept Design	1.5	\$150.00	6	\$600.00	2	\$200.00	1	\$100.00	9	\$900.00	8	\$800.00	10	\$1000.00	10	\$1000.00	10	\$1000.00	2	\$200.00	58	\$5800.00
Survey, Reconn																						
Topo Scan																						
Control Survey																						
Process Survey - Edge Bar Mapping																						
Point Research																						
Connect Utilities, Flood Control, and Buildings																						
Finalizing Bridge Layout																						
Geotech Reconn/Prehistory, Foundation Loads																						
Foundation Plan																						
Proposed Layout																						
Finalize Design																						
Final Structure Tech Specs/Specs Report																						
Coordinate Geotechnical Report																						
Coordinate Traffic Study																						
Structure Type Selection Report																						
WOT Plan																						
30% Design Review																						
Final Design	5	\$500.00	7	\$700.00	11	\$1100.00	11	\$1100.00	18	\$1800.00	65	\$6500.00	90	\$9000.00	10	\$1000.00	206	\$20600.00	20	\$2000.00	206	\$20600.00
Model Temporary and Permanent Roadway																						
Design General																						
Design Signing and Striping																						
Design Surface Drainage																						
Design Erosion Control SWPPP																						
Design Abutments																						
Design Vented Slab																						
Design Spout Columns/Measures																						
Final Bridge Sheets																						
Finalize Drawings																						
Coordinate Engineering																						
Coordinate Permits																						
80% Design Review																						
Bid Process	11	\$1100.00	2	\$200.00	2	\$200.00	2	\$200.00	1	\$100.00	2	\$200.00	4	\$400.00	4	\$400.00	20	\$2000.00	4	\$400.00	20	\$2000.00
Respond to RFIs																						
Conduct Pre-Bid Meeting																						
Assist Bid Opening/Provide Abstract																						
Review Bid Docs/Verify Bid Breakdown/Line Items																						
Construction Services	9	\$900.00	3	\$300.00	3	\$300.00	4	\$400.00	7	\$700.00	7	\$700.00	4	\$400.00	4	\$400.00	20	\$2000.00	2	\$200.00	20	\$2000.00
Attend Pre-Construction Meeting																						
Attend Progress Meetings/Provide Minutes																						
Process Change Orders																						
Process Pay Requests																						
Provide AS-Built																						
Finalize Project																						
Project Management	18	\$1800.00	6	\$600.00	6	\$600.00	6	\$600.00	16	\$1600.00	16	\$1600.00	16	\$1600.00	16	\$1600.00	32	\$3200.00	16	\$1600.00	32	\$3200.00
Item Coordination																						
Final Budget Review																						
TOTAL COST (NOT TO EXCEED)	11.5	\$1150.00	49	\$4900.00	26.5	\$2650.00	12	\$1200.00	76	\$7600.00	81	\$8100.00	94	\$9400.00	10	\$1000.00	337	\$33700.00	22	\$2200.00	337	\$33700.00
Other Direct Costs:																						
Geotech																						
Traffic																						
TOTAL AMOUNT: \$47,000.00																						



405 Main Street, Suite 975
Salt Lake City, UT 84111
801-768-7200

September 30, 2019

Tooele County Office
ATTN: Teresa Young
47 South Main Street, Room 208 Planning Zoning
Tooele, UT 84074

RE: **FEE PROPOSAL** for Engineering Design Services – Rowley Road Bridge Replacement Project

Dear Teresa,


Civil Science is providing the attached fee proposal for the Rowley Road Bridge Replacement Project. As requested, the pricing is based upon the each of the categories identified in the RFP's Scope of Work.

We proposal to complete this work for the price of: \$47,000.00

Please contact Matt Davison at mdavison@civilsience.com with any questions regarding this proposal.

Sincerely,


Matthew Davison, P.E.
Sr. Project Manager


Andy Kitchen, P.E.
Vice President/Principal

Attachment

