

November 2, 2020

Jacob M. Clegg, P.E.
Project Manager
Ensign
169 North Main Street, Unit 1
Tooele, UT 84074

H.W. Lochner, Inc.
3995 South 700 East
Suite 450
Salt Lake City, UT 84107

T 801.713.5222
F 801.415.5850

hwlochner.com

RE: Stansbury Parkway Intersection Project
Traffic Signal Scope and Fee


Dear Mr. Clegg:

Thank you for considering Lochner in designing the traffic signal improvements for this project. I have prepared a cost estimate for design services based on the following scope and assumptions:

1. Conduct field review and inventory existing signal infrastructure.
2. Prepare signal design layout.
Assumptions:
 - a. All existing survey, topography, utility, and right-of-way data necessary for traffic signal design will be provided by Ensign.
 - b. All CADD base files and border files will be provided by Ensign.
 - c. All roadway, right-of-way, storm drain, and utility engineering design necessary for traffic signal design will be provided by Ensign.
 - d. Traffic signal design will include design of two signal poles (in the northwest and southeast quadrants).
 - e. Lighting for the project will be limited to one cobra head.
 - f. Advanced Traffic Maintenance System design will not be needed for this project.
3. Prepare signal plan, detail, and schedule sheets per UDOT standards.
Assumptions:
 - a. One Plan sheet, two detail sheets, and three summary sheets.
4. Prepare traffic signal quantities, cost estimate, and UDOT State Furnished Items Form.
5. Coordinate traffic signal design with project team and UDOT staff.
Assumptions:
 - a. Conduct one meeting with UDOT staff
 - b. Attend one review meeting with the project team.
6. Submit final traffic signal design to Ensign.
Assumptions:
 - a. Advertising and construction engineering support are not included in this scope of work.

The estimated cost (based on costs plus fixed-fee) for the design services listed above is: \$7,954.02. Please let me know if you would like to adjust the scope (and associated cost) to account for any project issues I may not have accounted for. Thanks again for considering Lochner for this project. We look forward to working with you on this project.

Sincerely,


Brad Lucas, PE, PTOE
Project Manager/Traffic Engineer
H.W. Lochner

AGREEMENT FOR ENGINEERING SERVICES

This Agreement for Professional Engineering Services is made and entered into between HW Lochner, Inc. (hereinafter, "Engineer") and Tooele County, (hereinafter, "Client").

I. Scope of Services

1. Engineer hereby agrees to perform the attached scope of services for or on behalf of Client:
2. The services undertaken by Engineer are strictly limited to the scope of work described in the attached proposal letter dated November 2, 2020 and the scope of the undertaking by Engineer does not in any way extend beyond such services. Engineer shall not be responsible for any failure or negligent act or omission of any other design professional (including consultants engaged by Engineer, and assumes no duty or obligation to review or oversee the work of any person or consultant, whether or not engaged by Engineer under this Agreement.
3. The period for performance of services stated hereunder shall be extended by such time period as Engineer is delayed by any cause(s) beyond Engineer's reasonable control.
4. Engineer undertakes to meet the standard of skill and care ordinarily exercised by Civil Engineers within the state where the project is to be constructed and to make reasonable efforts to comply with applicable and nationally recognized codes and requirements.
5. Client will not misrepresent the nature or extent of Engineer's involvement in the project or the nature and extent of the services undertaken by Engineer under this Agreement in connection with the work to be performed by Engineer.

II. Payments

1. The Client agrees to pay Engineer \$7,954.02 for the services defined in Article I above.
2. Unless otherwise specified, payment shall be due upon receipt of monthly invoices.
3. Client specifically acknowledges and agrees that Client will pay Engineer promptly within the time period(s) provided herein. In the event Engineer is not so paid, Engineer may, in addition to all other remedies, suspend performance of further engineering services and retain possession and control of all documents, designs and plans relating to work in progress until payment is made by Client.

III. Limit of Liability

1. Client agrees to limit Engineer's liability to Client, and to all of construction Contractors and Subcontractors engaged on Client's project, due to Engineers' professional negligent acts, errors, or omissions, such that the total aggregate liability of Engineer to all those named shall not exceed Engineer's total fee for services rendered on this project.

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2. In the event Engineer is required to initiate or defend a litigation with respect to the terms of this Agreement including in particular but not limited to litigation to collect fees due hereunder, Engineer shall be entitled to reasonable attorney's fees incurred by Engineer and all other reasonable litigation costs, including reasonable fees for time devoted to such litigation by Engineers.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Engineering Services this 15th day of December, 2020.



H.W. Lochner, Inc.: _____
Vice President

Client: Rachelle Custer, Community Development Director
Tooele County

Signature: Rachelle Custer
per County Commission approval December 1, 2020