

August 9, 2015

Tooele County Commission

47 South Main Street

Tooele, Utah 84074

Subject: Ophir Road Repair

Dear Commissioners,

Thank you for the time you spent with us on Tuesday, August 4, 2015 to discuss options for repairing the road thru the Town of Ophir, Utah.

With minimum funds the Town is limited to what it can do. We do agree that a longer term fix/repair is more desirable than a "chip seal" fix.

In order to maintain a harmonious and working relationship and facilitate road repairs thru the town of Ophir, the Ophir Town Council proposes the following:

1. Tooele County will repair the road thru Ophir Town to the cattle guard on the East end of town, near the town park.
2. The repair will be of the same nature (rotomill product) as the rest of the road repair in Ophir Canyon to be done from the main highway to Ophir Town.
3. The Town of Ophir will pay Ten Thousand Dollars (\$ 10,000.00) to Tooele County on or before October 1, 2015.
4. The Town of Ophir will pay Tooele County 75% of B and C Road Funds received for the next 10 years. Such payment will be made beginning October 1, 2016, and conclude October 1, 2025.

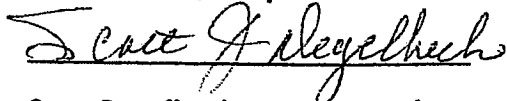
We hope you find this proposal acceptable.

Sincerely,

Ophir Town Council



Walt Shubert, Mayor

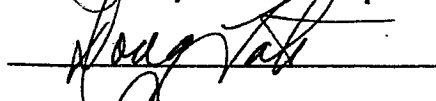


Scott Degelbeck, Town Councilperson

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Bobbi Earp, Town Councilperson



Bob Johnson, Town Councilperson



Doug Tate, Town Councilperson



# PEPG CONSULTING L.L.C.

January 15, 2016

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

**Re: Surveying and Engineering Services for South Mountain Road**

Dear Mr. Thompson,

Thank you for the opportunity to provide services for the subject project. We understand that Tooele County desires to construct South Mountain Road from the dead end just west of SR-36, east of the railroad tracks to the existing Connector Road. We understand that Tooele County plans to pave this road as well as the Connector Road and to repair the existing Bauer Road from the Connector Road to the County Landfill.

We also understand that the County plans to coordinate with Kilgore to construct the remaining portion of South Mountain Road to the Kilgore Pit and possibly to Mormon Trail Road as a dirt road. This remaining portion has already been designed for a dirt road. Therefore, our scope only includes construction administration services for this portion. The following paragraphs describe our scope and associated fees based on our understandings described above.

**Project Coordination: Hourly Rates**

We believe this project may require a relatively large amount of project coordination because of the settlement between the County, property owners, and Kilgore. We will also need to coordinate a new railroad crossing and integration with existing design plans. We propose to bill our time for coordination meetings, site visits, phone conferences, railroad training/certifications, and the preparation of presentation exhibits (plans not listed with our Construction Documents) on an hourly basis using our standard hourly rates. We will include mileage within our hourly rate.

**Topographic Survey: \$3,000.00**

We will provide a topographic survey for this project including the tie-in points on the east side of the railroad at the dead end near SR-36 and the intersection with Bauer Road. We will tie down the survey using the same control from previous phases of this project. Our understanding is that no additional right-

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of-way plats are needed for this project and that the Army Depot has granted a perpetual access easement for the road. Right-of-way plat preparation and coordination is not included in our scope.

We also assume that the repairs on the existing Bauer Road will not require a topographic survey. We will use Google Earth to estimate quantities for this portion.

**Ranch 77 Right-of-Way Description: \$500.00**

We will coordinate and provide a right-of-way legal description for the portion of the Connector Road that was not included in the recorded Cyrus plat (Ranch 77 property). We assume that the County will use our description to prepare the legal documents to be recorded. We also assume that the County will obtain the required signatures and record the documents.

**Bauer Road Analysis & Plans: \$4,600.00**

We will provide an analysis of the existing Bauer Road from the Connector Road to the County Landfill. This analysis will include a visual inspection and taking up to six asphalt cores. We will then provide a recommended cross section to repair the road and estimated quantities. We will include these construction plans with the overall plan set.

**Engineering Construction Drawings: \$29,800.00**

We will coordinate, design, and provide plans and specifications for the construction of South Mountain Road from the dead end just west of SR-36 on the east side of the railroad to the Connector Road intersection. We will also provide plans and specifications related to paving the Connector Road and demolition of the existing Bauer Road as desired from the Connector Road to SR-36. Our scope includes providing the necessary grading and drainage design for this project. Upon completion of the plans, we will provide a construction estimate and assemble the contract documents to prepare this project for bidding. We anticipate that two plan sets will be necessary – one to be bid out and one to be provided to Kilgore. Most of the plans for Kilgore have been completed and will be added to the plans in this phase. Each plan set may include the following sheets.

- Title Sheet
- Survey Control Sheet
- Erosion Control Plans & Details
- Demolition Plans (Old Bauer Road)
- Site Plans (Striping, Signage, and Fencing)
- Plan & Profile Sheets
- Cross Section Sheets
- Typical Sections & Construction Details

**Bidding Support: \$2,100.00**

We will provide bidding support during the contractor bidding process. Our support will include posting and maintaining the Request for Bid on BidSync, answering bidding questions, and providing addenda as necessary. Our attendance of the pre-bid, bid opening, and other meetings or site visits will be provided on an hourly basis using our standard hourly rates. We will include mileage within our hourly rates.

**Construction Administration: Hourly Rates**

We will provide construction administration for the entire project. These services include project oversight and inspections, reviewing contractor pay applications, reviewing material submittals, answering contractor questions and responding to RFIs, and administering change orders and other project documents. Our scope also includes attending regular construction coordination meetings or site visits. We estimate about six to eight months for the contractor(s) obtain substantial completion and another month for final completion. Because of the uncertainty of Kilgore's participation and schedule and how much the County will be able to oversee the project, we propose to provide these services on an hourly basis. We will include mileage within our hourly rates. We may also provide construction staking and quality assurance materials testing on a time and materials basis at your discretion.

**Total Fee: \$40,000.00 + Hourly Services**

**Hourly Rates:**

Construction Inspector: \$75.00 per hour  
Survey Crew: \$120.00 per hour  
Survey/Civil Drafting Technician: \$65.00 per hour  
Survey/Civil Design Technician: \$85.00 per hour  
Survey/Civil Project Manager / Senior Designer: \$95.00 per hour  
Licensed Surveyor/Engineer (PLS or PE): \$115.00 per hour  
Licensed Project Manager: \$125.00 per hour

**Schedule:**

We will work with the County's proposed schedule. We anticipate providing the survey, coordination, and design through the winter months and bidding the project around the beginning of April. We anticipate construction to be completed before the end of the year.

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,

A handwritten signature in black ink, appearing to read "Ryan Kitchen". The signature is fluid and cursive, with a long horizontal stroke at the end.

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

20 January 2016  
DATE