

COTTONWOOD HEIGHTS

RESOLUTION NO. 2014-78

A RESOLUTION APPROVING AN AGREEMENT WITH
BIO-WEST, INC. FOR CONSULTING SERVICES

WHEREAS, the city council (the "*Council*") of the city of Cottonwood Heights (the "*City*") met on 25 November 2014 to consider, among other things, approving an agreement (the "*Agreement*") with Bio-West, Inc. ("*Provider*") whereunder Provider would provide an environmental evaluation and documentation of the City's Highland Drive and I-215/LaCresta improvements project; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto as an exhibit; and

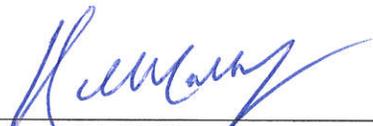
WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City's entry into the Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the city council of Cottonwood Heights that the attached Agreement with Provider is hereby approved and ratified, and that the City's mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2014-78, shall take effect immediately upon passage.

PASSED AND APPROVED this 25th day of November 2014.

COTTONWOOD HEIGHTS CITY COUNCIL

By 

Kelvyn H. Cullimore, Jr., Mayor

ATTEST:





Kory Solorio, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael L. Shelton	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
J. Scott Bracken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael J. Peterson	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Tee W. Tyler	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

DEPOSITED in the office of the City Recorder this 25th day of November 2014.

RECORDED this 26 day of November 2014.

BIO-WEST, INC.
CONTRACT FOR CONSULTING SERVICES

THIS AGREEMENT is by and between, the city of Cottonwood Heights, Utah, hereinafter called "the CLIENT," and BIO-WEST, Inc. (BIO-WEST), 1063 West 1400 North, Logan, UT, 84321; hereinafter called BIO-WEST, who agree as follows:

1. DECLARATIONS. The CLIENT DESIRES TO ENGAGE BIO-WEST to provide consulting services to include environmental, technical, and other related services in connection with CLIENT'S project (PROJECT) described as follows: The environmental evaluation and documentation of the Highland Drive and I-215/ La Cresta Drive Improvements. The documentation will be done as one Categorical Exclusion that covers all project components.

WITNESSETH:

THAT in consideration of the mutual covenants and agreements herein contained, to be performed by the parties hereto, and the payments herein after agreed to be made, the parties hereto hereby agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

The "Contract Documents" shall consist of: (1) this Contract, and (2) Exhibits annexed hereto and hereby made a part hereof, including: Exhibit A: Scope of Work for Highland Drive and I-215 Improvements (PIN 8565) and Exhibit B: Cost Estimate for Categorical Exclusion for Highland Drive Improvements Between I-215 Westbound Onramp and La Cresta Drive. As used in this Contract, the term "work" shall mean and include all activities of and action taken by BIO-WEST in connection with the specific scope of work or tasks as outlined in the Exhibits. In the event of a conflict between this Contract and any of the provisions contained in the other Contract Documents referred to above, the contents of this Contract shall control.

ARTICLE 2. OBJECT OF CONTRACT

The object of this contract is to have BIO-WEST provide certain services and products (the "Study" within the "Study Area"), the results of which (the "Reports") shall be provided to and detailed to the reasonable satisfaction of the CLIENT. The level of effort will be determined by the hours estimated by BIO-WEST for each task (Exhibit B). Additional work may be done under this Contract if authorized in writing by a principal of BIO-WEST and an authorized representative of the CLIENT, upon the terms and conditions and for the consideration specified in such authorization.

The work covered by this Contract shall commence on or before the 12th day of November, 2014, and shall be completed on or before the day of 28 February, 2015, both dates inclusive.

ARTICLE 3. THE CONTRACT PRICE

The CLIENT shall pay BIO-WEST for its services provided hereunder this Contract up to, but not to exceed, the sum as specified and detailed in the Exhibits. Any additional modifications to this Contract must be agreed to, detailed in writing, and accepted in writing by a principal of BIO-WEST and an authorized representative of the CLIENT prior to commencement of the additional work.

ARTICLE 4. PAYMENTS

BIO-WEST shall submit invoices to CLIENT monthly for the previous month's work, and shall be due and payable within 30 days of receipt. Payments later than 45 days will be subject to interest payment of 1.5% per month. If the CLIENT objects to any invoice submitted by BIO-WEST, the CLIENT shall so advise BIO-WEST in writing giving reasons therefor within 14 days of receipt of such invoice. If no such objection is made, the invoice will be considered to be acceptable by the CLIENT so long as it is within the budget of this Contract.

ARTICLE 5. RIGHT OF ACCESS

The CLIENT shall be responsible for furnishing access to the premises to BIO-WEST, its agents and employees.

ARTICLE 6. INDEPENDENT CONTRACTOR

It is understood and agreed that BIO-WEST shall perform the work according to its own means and methods and shall be an independent contractor. All persons employed by BIO-WEST in connection with the work shall be BIO-WEST employees or subconsultants, subject only to its orders and supervision and shall be paid directly by it. Neither the CLIENT nor its agents, servants or employees shall have the right to direct, supervise or control the manner or method in which the work is performed, except as otherwise expressly provided herein.

ARTICLE 7. NO WAIVER

Failure on the part of BIO-WEST or the CLIENT to timely enforce any condition or provision of this Contract shall not be deemed to be a waiver of such condition or provision, except to the extent that the same is expressly waived or consented to in writing by the party entitled to enforcement thereof.

ARTICLE 8. ATTORNEY FEES

In the event that of any litigation, the prevailing party shall be entitled to reimbursement of its reasonable attorney's fees and costs of court, if any.

ARTICLE 9. JURISDICTION

The parties agree that the courts of Salt Lake County, Utah, shall have original, exclusive jurisdiction of disputes arising hereunder.

ARTICLE 10. NOTICES

All notices and other communications hereunder shall be in writing and shall be duly given if delivered by person or mailed by first class, registered or certified mail, postage prepaid, or to such other address as either party hereto shall hereafter specify in a notice to the other party similarly given.

If to the CLIENT, address as follows:

Cottonwood Heights
ATTN: City Manager
1265 East Fort Union Blvd., Suite 250
Cottonwood Heights, UT 84047

If to BIO-WEST, address as follows:

BIO-WEST, Inc.
1063 West 1400 North
Logan, Utah 84321

ARTICLE 11. TERMINATION

This agreement may be terminated by either party by sending 30 day written notice. If this agreement is terminated by CLIENT, BIO-WEST shall be paid in full for all services performed through the termination date, and the CLIENT shall be provided with all results and documentation conducted through the termination date following receipt of payment.

ARTICLE 12. ENTIRE UNDERSTANDING

This Contract (consisting of pages 1 to 4, inclusive) together with the Exhibits identified in Article 1 of this Contract provide for and contain the entire agreement between BIO-WEST and the CLIENT and there exist no other understandings, representations, or warranties of any kind whatsoever. Amendments to this Contract may be attached if agreed upon by authorized representatives of BIO-WEST and the CLIENT.

IN WITNESS THEREOF, the parties hereto have made and executed this Contract as of the day and year first above written.

COTTONWOOD HEIGHTS, a Utah municipality

ATTEST

By _____
Kory Solorio, Recorder

By _____
Kelvyn H. Cullimore, Jr., Mayor

By _____
S. Blaise Chanson, Principal BIO-WEST, Inc.

EXHIBIT A

SCOPE OF WORK FOR HIGHLAND DRIVE AND I-215 IMPROVEMENTS (PIN 8565)

**HIGHLAND DRIVE AND I-215 IMPROVEMENTS (PIN 8565)
COTTONWOOD HEIGHTS, UTAH**

**WORK PLAN
BIO-WEST, Inc.
October 23, 2014**

EXECUTIVE SUMMARY

The city of Cottonwood Heights (City) proposes to improve the traffic mobility of Highland Drive between the I-215 Westbound On-Ramp and La Cresta Drive by:

- constructing a new access onto westbound I-215, north of I-215,
- restriping the existing westbound I-215 on ramp to accommodate an additional traffic lane, and
- adding a dedicated right turn lane for southbound Highland Drive traffic turning west onto La Cresta Drive.

The project is anticipated to complete all elements of the project within the existing right of way of Highland Drive and I-215.

The project is included in the published 2014 – 2019 Wasatch Front Regional Council Transportation Improvement Plan and is to be federally funded through the STP. However, prior to final design and project implementation, the City is required to complete an environmental evaluation consistent to the requirements of the National Environmental Policy Act (NEPA) and the Federal Highways Administration (FHWA) NEPA Implementation Guidelines (23CFR 771). Consistency with NEPA and FHWA guidelines is necessary because of the STP federal funding. As the state highway authority, UDOT will provide the project oversight to ensure NEPA compliance.

The City and BIO-WEST currently believe that the appropriate level of environmental documentation required for this project is a Categorical Exclusion, which are actions that based on past experience with similar actions do not have a significant environmental effect. This roadway project appears to meet these requirements under 23CFR 771.117(d)(1). UDOT documentation necessary to provide the Categorical Exclusion is expected to be the standard environmental Study Checklist. BIO-WEST is proposing to provide the necessary environmental evaluations and documentation for this project.

Because the project is limited in scope, is not capacity increasing, requires no relocation or property acquisition, and the setting is completely urban and paved with no natural environment characteristics, the level of effort to document any project effects is expected to be limited. No wetlands, floodplains, threatened or endangered species are assumed to occur within the project area. There is limited potential for hazardous waste sources or materials. It is assumed that the City currently has sufficient traffic analysis to demonstrate mobility conflicts and resolution, particularly in regard to intersection Level of Service, and that no specific air quality hot spot

analysis will be required. It is further assumed that FHWA will not require additional information related to interchange access. Because the scope of the project is restricted to the existing ROW, it is assumed that no agency or public scoping is necessary, nor that a public hearing will be held. BIO-WEST's effort will be conducted under the following tasks delineated below.

TASK 1 PROJECT COORDINATION AND ADMINISTRATION

Task consists of administration and management of the environmental component of the project. Activities will focus on coordination with the City Engineer and with the UDOT Region 2 Project Manager, Environmental Manager and NHPA Specialist. The environmental administrative record will be organized and maintained.

1. Project initiation, internal team orientation and coordination
2. Monthly project progress reports, invoicing, schedule control, budget administration
3. Coordination with City and UDOT through telephone and email
4. Participate in one project team kick-off meeting anticipated to be held at UDOT Region 2.
5. Prepare and maintain the environmental administrative record

TASK 2 IMPACT ASSESSMENT

In order to document potential environmental conflicts, one site visit will be conducted to visually assess conditions and document the evaluation. Appropriate pictures of the context will be obtained.

An evaluation of the context will be prepared and included in written memos or reports to the UDOT National Historic Preservation Specialist, UDOT wildlife biologist, and UDOT Environmental Manager. The memos will include a project description, map, brief description of the context in relation to the specific resources. The UDOT personnel are expected to review the information and provide formal clearance memos or concurrence memos for their respective resource areas. It is probable that additional coordination for specific clarifications will be necessary to obtain formal memos. The City is expected to provide all pertinent concept design drawings, aerial maps, detailed narrative descriptions of the project components, and traffic analyses as available.

A file literature review will be conducted to describe the context of regulatory issues, such as floodplains, hazardous waste, and threatened and endangered species.

Because the project is not capacity increasing, it is assumed there is no need for noise evaluations nor air quality hot spot analysis. Although a general evaluation of air quality in relation to emissions should be included.

TASK 3

PREPARE ENVIRONMENTAL DOCUMENT

BIO-WEST will then prepare the draft environmental document using UDOT's ePM submittal process. The document is expected to be an Environmental Study - Categorical Exclusion consistent with the 2011 UDOT/FHWA Memorandum of Understanding. The UDOT Environmental Study form will be the template for formal documentation. The documentation will include the purpose and needs for the project and a project description with accompanying map and intersection design drawings. The checklist will be completed. Where applicable, a short narrative will be provided to explain the evaluation check mark. The only necessary additional supporting documentation expected to be included will be the formal UDOT Memos of clearance for cultural resources and threatened and endangered species. Because the project is anticipated to occur within the existing right of way, no mitigation measures other than those within the UDOT standard specifications are anticipated.

It is expected that the UDOT team will have some minor requests for clarification, inclusion, or revisions to the completed draft form. It is expected that any revisions will not require new analysis or detailed evaluation of additional resources. BIO-WEST will make the appropriate revisions and provide an updated document via ePM.

COSTS

The attached page provides the cost estimate to perform the above scope of work. The cost estimate presents the level of effort (person hours), by staff member for each of the three described tasks. Total costs are then summed. Costs are predicated on BIO-WEST standard rates and UDOT approved indirect costs and fees.

ESTIMATED SCHEDULE

Establish all protocols and team orientation	Within 1 week of Notice to Proceed
Kick off Meeting	Within 2 week of Notice to Proceed
Site Visit	In conjunction with Kickoff Mtng
Receive all relevant project description information	In conjunction with Kickoff Mtng
Develop Context and prepare formal impact memos	Within 4 weeks of Notice to Proceed
Receive formal UDOT Memos	Within 6 weeks of Notice to Proceed
Prepare draft Categorical Exclusion Document	Within 6 weeks of Notice to Proceed
Revise and submit final Categorical Exclusion	Within 8 weeks of Notice to Proceed
UDOT approval and signature	Within 9 weeks of Notice to Proceed

EXHIBIT B

**COST ESTIMATE FOR CATEGORICAL EXCLUSION FOR HIGHLAND DRIVE
IMPROVEMENTS BETWEEN I-215 WESTBOUND ONRAMP AND LA CRESTA DRIVE**

BIO-WEST, Inc.
Cost Estimate

**CATEGORICAL EXCLUSION FOR HIGHLAND DRIVE IMPROVEMENTS BETWEEN I-215 WESTBOUND ONRAMP AND LA
Newproject-0008(); PIN 8565**

October 23, 2014

LABOR:

Position	Employee	Proposal Rate	Task			Total Hours	Cost
			Task 1	Task 2	Task 3		
Project Manager	B. Chanson	46.00	16	8	4	28	\$1,288.00
Environmental Analyst	S. Keenan	27.50	8	14	10	32	\$880.00
Cartographer	A. Crookston	20.00	0	2	2	4	\$80.00
Clerical	J. Dunn	16.50	2	0	0	2	\$33.00
Total Hours			26	24	16	66	
Total Labor			\$989.00	\$793.00	\$499.00		\$2,281.00
Fringe and Overhead	173.76%		\$1,718.49	\$1,377.92	\$867.06		\$3,963.47
Total Labor			<u>\$2,707.49</u>	<u>\$2,170.92</u>	<u>\$1,366.06</u>		<u>\$6,244.47</u>
OTHER DIRECT COSTS:							
Mileage	0.555		\$105.00	\$0.00	\$0.00		\$105.00
Mail/Shipping			\$5.00	\$0.00	\$0.00		\$5.00
Copying/Printing			\$5.00	\$5.00	\$5.00		\$15.00
Total Other Direct Costs			\$115.00	\$5.00	\$5.00		\$125.00
FEE ON LABOR:	12.00%		\$324.90	\$260.51	\$163.93		\$749.34
Total Estimated Cost			<u>\$3,147.38</u>	<u>\$2,436.43</u>	<u>\$1,534.99</u>		<u>\$7,118.80</u>