

COTTONWOOD HEIGHTS

RESOLUTION No. 2024-42

A RESOLUTION APPROVING AN AMENDMENT TO  
A CONSULTING AGREEMENT WITH CIVIL SCIENCE INC.

WHEREAS, the city council (the "Council") of the city of Cottonwood Heights (the "City") met in regular session on 18 June 2024 to consider, among other things, approving an amendment (the "Amendment") to a consulting agreement dated 7 September 2021 between the City and Civil Science Inc. (with Civil Service Infrastructure, Inc., "Consultant") concerning the City's 1700 East project to expand the scope of Consultant's services thereunder and to increase by \$74,200 the fee to be paid by City for such services; and

WHEREAS, the Council has reviewed the form of the Amendment, a photocopy of which is annexed hereto; and

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

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

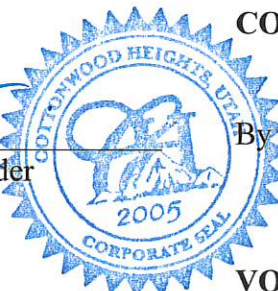
This Resolution, assigned no. 2024-42, shall take effect immediately upon passage.

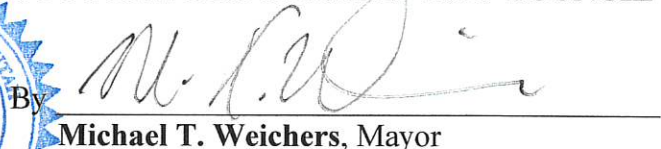
PASSED AND APPROVED effective 18 June 2024.

ATTEST:

COTTONWOOD HEIGHTS CITY COUNCIL

By:   
Paula Melgar, Recorder



By:   
Michael T. Weichers, Mayor

VOTING:

Michael T. Weichers	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Matt Holton	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Suzanne Hyland	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Shawn E. Newell	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Ellen Birrell	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

DEPOSITED in the office of the City Recorder this 18<sup>th</sup> day of June 2024.

RECORDED this 19 day of June 2024.

# Amendment to Agreement for Consulting Services

**THIS AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES** (this “*Amendment*”) is made effective 18 June 2024 by **COTTONWOOD HEIGHTS**, a Utah municipality whose address is 2277 East Bengal Blvd., Cottonwood Heights, UT 84121 (“*City*”), and by **CIVIL SCIENCE INC.** and **CIVIL SCIENCE INFRASTRUCTURE, INC.**, affiliated Utah corporations whose address is 3160 West Clubhouse Drive, Ste. A, Lehi, UT 84043 (“*Consultant*”).

## RECITALS:

A. Effective 7 September 2018, the parties (with Consultant then acting under the name “Civil Science Inc.”) entered into a “Consulting Agreement” (as previously amended, the “*Agreement*”) whereunder Consultant agreed to provide certain consulting services as detailed in the Agreement.

B. The parties now desire to further amend the Agreement as specified in this Amendment.

## AGREEMENT:

**NOW, THEREFORE**, in consideration of the premises, the mutual covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. **Defined Terms.** Unless otherwise defined in this Amendment, all capitalized “terms of art” in this Amendment shall have the same meanings and definitions as in the Agreement.

Section 2. **Amendments to Agreement.** The Agreement is hereby amended to (a) expand the scope of work comprising Consultant’s “Services” under the Agreement to also include the additional services detailed in the exhibit that is attached to this Amendment, and (b) increase the Fee for the Services, as so augmented, by an additional \$74,200 as further detailed on such exhibit.

Section 3. **No Other Modifications.** Except as specifically amended in this Amendment, the terms of the Agreement shall remain unmodified and in full force and effect between the parties.

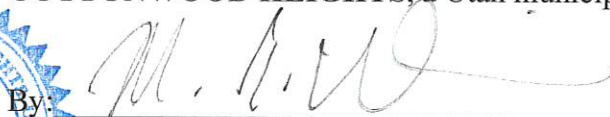
**DATED** effective the date first above written.

**CITY:**

**ATTEST:**

**COTTONWOOD HEIGHTS**, a Utah municipality

By:   
Paula Melgar, Recorder

By:   
Michael T. Weichers, Mayor



**CONSULTANT:**

**CIVIL SCIENCE INC.,** a Utah corporation, and  
**CIVIL SCIENCE INFRASTRUCTURE, INC.,** a  
Utah corporation

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

# Exhibit to Amendment to Agreement for Consulting Services

*(Attach Copy of Consultant's "Short Form Consulting Services Contract Modification" dated May 24, 2024)*

**CIVIL SCIENCE INFRASTRUCTURE, INC.**  
**Short Form Consulting Services**  
**Contract Modification**  
 Client/Engineer Form – [Rev02/2021]

Modification No. 3 Date of Modification May 24, 2024

CS Project No. 21262.00

Project Name CH 1700 East

Contract Modification Type:  Hourly  Fixed Fee (Lump Sum)  Retainer  Per Lot  Other

Contract Value\* \$113,600  
**Modification Value \$74,200**  
 Total Revised Contract Value \$187,800

\*Base Contract plus all previous modifications approved and executed to the date noted above

In addition to the Conditions contained herein this Contract Modification incorporates the terms and conditions of the Contract or Agreement dated August 2021, as executed by Civil Science Infrastructure, Inc. and Cottonwood Heights.

This Contract Modification incorporates the Exhibits noted below:

**Exhibit A – Modification to Professional Services Proposal**

**THIS MODIFICATION EXECUTED THE DAY AND YEAR LAST WRITTEN:**

<b>CIVIL SCIENCE INFRASTRUCTURE, INC. (CS)</b>	<b>COMPANY NAME (CLIENT)</b>
Civil Science Infrastructure, Inc. Attn: Andy Kitchen 3160 West Clubhouse Drive Lehi, Utah 84043 (801) 473-1261 akitchen@civilsience.com	Cottonwood Heights Attn: Matt Shipp 2277 E Bengal Blvd Cottonwood Heights, Utah 84121 (801) 944-7000 mshipp@ch.utah.gov
BY*:	BY*:
DATE:	DATE:

\*Must be executed by authorized company representative

1. This Modification is to be attached and made part of the Contract or Agreement as noted above between CS and CLIENT. It has been determined that certain modifications to the contract are required to complete the work as specified by this Contract. The CLIENT agrees to the modification as specified herein.
2. The parties hereto agree to abide by all provisions of the original Contract as well as the provisions of any previous contract modifications.
3. This written contract modification supersedes and replaces any verbal discussions with respect to the affected changes contained within the Modification.

**CIVIL SCIENCE INFRASTRUCTURE, INC.**  
**Short Form Consulting Services**  
**Contract Modification**  
Client/Engineer Form

Exhibit A – Modification to Professional Services Proposal

**SCOPE OF WORK**

The design improvements for the 1700 East (roadway) and the Fort Union Bike Path Projects will be released together under a single construction package to begin in spring 2024. Each is described in further detail below.

**1700 East** – The 1700 East project includes the widening of the west side of 1700 East from 7200 South to Fort Union Blvd. It also includes a portion of the north side of 7200 South in the vicinity of 1700 East. The length of this project is approximately 2,000 feet. Curb, gutter and sidewalk will be added where it currently doesn't exist. Driveways will be added or modified if necessary. Water meters will be relocated as needed and ADA ramps at the intersections will be modified to meet current standards. New signage and striping will be installed.

**Fort Union Bike Path** – Improvements will be made on the south side of Fort Union Blvd. (7000 South) to incorporate a bike path from 1700 East to an existing path just west of Brookhill Drive, a distance of approximately 900 Feet. Sidewalk will be removed and replaced, new asphalt bike path added, driveways removed and replaced, storm drain facilities removed and replaced and ADA ramps updated to meet current standards.

Both projects will be bid and constructed under a single construction package. The following task items (including fees) are for a single construction package. It is assumed that the construction for both projects will be accomplished within a 6-month period.

**Task 015 – Bid Document Preparation and Bid Phase**

Civil Science (designer for both projects) combined both projects into a single bid package. Each project will maintain a separate bid schedule and will be included as Schedule A (1700 E), Schedule B (Bike Path), and Schedule C (Bike Path Bid Alternate).

Civil Science provided support to the city during the bidding process.

After bid sets were submitted, the City requested that Civil Science modify the bike path and sidewalk widths to reduce right-of-way acquisitions required and to reduce the project's cost.

After the project bidding was completed, the City requested a small modification to Parcel 22-21-459-010 (1760 East Fort Union Blvd). We prepared and issued this revision and cost estimate as WCD#1.

### **Task 016 – Construction Inspection and Management**

On-site inspection is estimated to be 20 hours/week and include weekly coordination meetings. An additional 2 hours/week for the Project Manager/Engineer and 4 hours/week for a Staff Engineer will include confirming that materials satisfy the provided specifications, quantity verifications, and contractor pay requests. See below for additional scope clarifications.

Construction period is assumed to be 5 months (20 weeks).

#### **01 – PRECONSTRUCTION ACTIVITIES**

General Description:

- A. CS Field Engineer/Inspector and Design Engineer will attend a Preconstruction Conference prior to the Contractor mobilization or proceeding with work described in Scope of Work on the project.

#### **02 – CONSTRUCTION ENGINEERING MANAGEMENT**

General Description:

- A. CS will provide the services of a qualified Engineer to oversee construction activities, including onsite inspection, and to directly interface with City and Contractor personnel. The CS Engineer will ensure that records related to construction observation are being maintained. The CS Engineer will review weekly project progress and report to City how it compares with the Contractor's project schedule.
- B. The CS Engineer will oversee Contractor submittals and ensure that no outstanding documentation is required prior to preparing progress and final payments for contractor work.
- C. The CS Engineer will work closely with the Contractor to review, evaluate, and resolve Contractor's questions and will substantiate the validity of any claim and coordinate with the City to process any claims that have merit. Any change order that is deemed to have merit will be provided to City and other when applicable for review, concurrence, and approval. The CS Engineer will maintain coordination with City to inform them of the progress of the work and potential for additional Contractor compensation.
- D. The CS Engineer will coordinate an onsite final inspection and walkthrough with the City at end of substantial completion.

Deliverables: Change Orders, RFI/Submittal Responses, Project Documentation.

#### **03 – PROJECT ADMINISTRATION**

General Description:

- A. CS will prepare a complete and accurate documentation record for the project. This will include daily progress reports compiled by the inspector(s) and material testing results provided by the Contractor.
- B. If the City does not have CM software, CS provided software, Raken, will be utilized to prepare project documentation.
- C. CS will compile project documentation and accounting information for Contractor Pay Estimates:
  - a. Pay quantities will be measured, entered in CS tracking sheet and verified. Based upon contractor selection of a pay week, CS will close the partial pay estimate on a Saturday and will deliver payment request for processing no later than the following week for pay items in which the proper documentation has been received.
- D. CS will make certain that the Contractor has submitted proper documentation for each contract item.
  - a. CS office and field personnel will coordinate to make sure that material certifications have been received prior to allowing the Contractor to install material.

- b. CS will verify that all pay item documentation has been received prior to issuing a partial pay estimate.

Deliverables: Complete documentation package for City reference and acceptable products.

#### 04 – FIELD INSPECTION

##### General Description:

- A. CS will utilize competent Field Engineer(s)/Inspector(s) to coordinate and inspect onsite construction activities. Field Engineer(s)/Inspector(s) will coordinate work with the Contractor, provide the CS Engineer with an update of project status, verify that work is being performed according to the contract documents and specifications and maintain records in accordance with contract documents.
- B. CS Field Engineer(s)/Inspector(s) will inform the Contractor of punchlist items and provide field inspection to assure that punchlist items have been completed prior to recommendation of issuing final completion.
- C. CS Field Engineer(s)/Inspector(s) will provide audits to verify traffic control activities comply with the approved traffic control plans.
- D. CS Field Engineer(s)/Inspector(s) will complete the following field documentation forms using CM software (Raken or City provided option).
  - a. Daily Progress Reports
- E. CS Inspection personnel will measure pay item quantities and coordinate measurements with the Contractor weekly.
- F. CS Inspection personnel will attend weekly progress meetings as part of their 20-hours per week.
- G. CS Field Engineer(s)/Inspector(s) 20-hours per week includes drive time (1 hour per round trip).

Deliverables: Documentation directed to project documentation activities including daily inspector progress reports, field documentation reports, pay quantity measurements, traffic control logs, and a final completion punchlist.

##### Limitations:

- If needed, an asphalt pavement section for use in 7000 South/Fort Union Blvd will be provided by Cottonwood Heights City.
- No underground utilities improvements are expected, and all utility impacts (surface) are expected to be minimal. Coordination with 3<sup>rd</sup> party utility companies is expected to be minimal and CS will support the City's efforts with these companies.
- This scope assumes construction will occur during a 5-month (20-week) period.



**FEE PROPOSAL**

CS proposes to complete the Scope of Work outlined above as follows:

<b>Task Description</b>	<b>Fee</b>	<b>Fee Type</b>	<b>Comments</b>
Task 015: Bid Document Preparation and Bid Phase	\$11,700	Lump Sum	Work already completed
Task 016: Construction Inspection and Management	\$62,500	Hourly	
<b>Total</b>	<b>\$74,200</b>		

Professional fees shown are not to exceed unless upon written authorization from the City.