



LOCAL GOVERNMENT CONTRACT

STATE OF UTAH
LOCAL GOVERNMENT
CONSULTANT SERVICES
2019-2022 LG POOL (RPLOQ)
COST PLUS FIXED FEE

Project No.: F-2151(1)1

PIN Description: 8000 West; 2600 South to 3100 South - Magna

FINET Prog No.: 5534815D

PIN No.: 16928

Work Discipline: Preconstruction Engineering

CONTRACT NO. _____

EFFECTIVE DATE _____

TRACKING NO. _____

Approved As To Form

By _____

Date _____

1. **CONTRACTING PARTIES:** This contract is between [Greater Salt Lake Municipal Services District, Magna Metro Township](#), referred to as LOCAL AUTHORITY and

Avenue Consultants
6605 S. Redwood Rd, Ste 200
Taylorsville, UT 84123

Legal Status of Consultant: For Profit Corporation

Fed ID No.: 56-6673543

referred to as CONSULTANT, and approved by the Utah Department of Transportation, referred to as DEPARTMENT.

2. **Preconstruction Engineering** services as further described in Attachment C.
3. **SCOPE OF WORK / CONTRACT PERIOD:** The Scope of Work will end [December 1, 2025](#) and the contract will terminate [December 1, 2026](#), unless otherwise extended or canceled in accordance with the terms and conditions of this contract.
4. **CONTRACT COSTS:** The CONSULTANT will be paid a maximum of [\\$527,245.69](#) for costs authorized by this contract as further described in Attachment D.
5. **ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:**

Attachment A – Certification of Consultant and Local Authority

Attachment B – Standard Terms and Conditions

Attachment C – Services Provided by the Consultant

Attachment D – Fees

Attachment E – Insurance

The parties below hereto agree to abide by all the provisions of this contract. IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONSULTANT - Avenue Consultants

By: _____ Date: _____
Title: _____
Printed Name: _____

UTAH DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Title: [Director of Preconstruction](#)

LOCAL AUTHORITY - Greater Salt Lake Municipal Services District

By: _____ Date: _____
Title: _____
Printed Name: _____

LOCAL AUTHORITY - Magna Metro Township

By: _____ Date: _____
Title: _____
Printed Name: _____

DEPARTMENT Comptroller's Office

By: _____ Date: _____
Title: [Contract Administrator](#)

CERTIFICATION OF CONSULTANT

By signing this contract on behalf of the CONSULTANT, I hereby certify I am a duly authorized representative of [Avenue Consultants](#) and that neither I nor the above CONSULTANT I hereby represent has:

- (a) employed or retained for commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid, or agreed to pay to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as hereby expressly stated (if any):

I understand that I am providing this certificate to the Utah Department of Transportation and agencies of the U.S. Department of Transportation regarding this contract. Payment of my fees under this contract may involve Federal-aid Funds. Therefore, my work under this contract is subject to applicable State and Federal laws, both criminal and civil.

Each person signing this Contract represents and warrants that they are duly authorized and have legal capacity to execute and deliver this Contract and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Contract and the performance of each party's obligations hereunder have been duly authorized and that the Contract is a valid and legal agreement binding on the parties and enforceable in accordance with its terms. Further, that CONSULTANT is registered with the Utah Department of Commerce and is in good standing.

The parties sign and cause this contract to be executed. This contract is not fully executed until the State of Utah Approving Authorities have signed this contract.

CERTIFICATION OF LOCAL AUTHORITY

By signing this contract on behalf of [Greater Salt Lake Municipal Services District](#), I hereby certify I am a duly authorized representative of this LOCAL AUTHORITY and that the above CONSULTANT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I understand that I am providing this certificate to the Utah Department of Transportation and agencies of the U.S. Department of Transportation regarding this contract. Money the LOCAL AUTHORITY receives under this contract may involve federal-aid funds, thus making the LOCAL AUTHORITY a subrecipient of federal aid funds. Therefore, all work performed under this contract by employees of the LOCAL AUTHORITY or its CONSULTANTS or SUBCONSULTANTS is subject to applicable State and Federal laws, both criminal and civil.

This contract is not fully executed until the State of Utah Approving Authorities have signed this contract.

CERTIFICATION OF LOCAL AUTHORITY

By signing this contract on behalf of [Magna Metro Township](#), I hereby certify I am a duly authorized representative of this LOCAL AUTHORITY and that the above CONSULTANT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I understand that I am providing this certificate to the Utah Department of Transportation and agencies of the U.S. Department of Transportation regarding this contract. Money the LOCAL AUTHORITY receives under this contract may involve federal-aid funds, thus making the LOCAL AUTHORITY a subrecipient of federal aid funds. Therefore, all work performed under this contract by employees of the LOCAL AUTHORITY or its CONSULTANTS or SUBCONSULTANTS is subject to applicable State and Federal laws, both criminal and civil.

This contract is not fully executed until the State of Utah Approving Authorities have signed this contract.

**LOCAL GOVERNMENT
CONSULTANT SERVICES CONTRACT
STANDARD TERMS AND CONDITIONS**

1. **AUTHORITY:** The Utah Transportation Code § 72-1-202(2) and Utah Admin. Code Rule r907-66 provide authority to execute this contract.
2. **CONFLICT OF TERMS:** No other terms and conditions will apply to this Contract, including terms listed or referenced on the CONSULTANT's website, quotation/sales order, purchase orders, or invoice. In the event of any conflict in the contract terms and conditions, the order of precedence is: (a) additional required federal terms, if any, (b) this Attachment B; (c) DEPARTMENT's Contract Signature Page(s); (d) State of Utah's Additional Terms and Conditions, if any. Attachment B will be given precedence over any provisions including, limitation of liability, indemnification, standard of care, insurance, or warranty, and will not be nullified by or exception created by more specific terms elsewhere in this Contract.
3. **CONTRACT JURISDICTION AND COMPLIANCE WITH THE PROFESSIONAL STANDARD OF CARE, APPLICABLE LAWS, AND THE DEPARTMENT'S STANDARD SPECIFICATIONS AND STANDARD DRAWINGS:** Should another section of this contract conflict with this section 3, the terms of this section will control. The provisions of this contract will be governed by the laws of the State of Utah. As to all services provided under this contract, the CONSULTANT will furnish services by skilled and experienced personnel and under the supervision of skilled and experienced professionals licensed in Utah, as applicable, and will exercise a degree of care and diligence in the performance of these services following the customary professional standards currently practiced by firms in Utah and will comply with any and all applicable codes, laws, ordinances, administrative rules, federal regulations and the DEPARTMENT'S Standard Specifications and Standard Drawings currently in effect, and this contract (the Standard of Care).

As to any drawings, plans, specifications, or other documents or materials provided or prepared by the CONSULTANT or its sub-consultants, the CONSULTANT agrees to comply with all applicable laws, statutes, administrative rules, federal regulations, building codes, and the DEPARTMENT'S Standard Specifications and Standard Drawings currently in effect.

All professional design services and associated products or instruments of those services provided by the CONSULTANT will comply with all applicable codes, laws, administrative rules, and regulations of any state or federal governmental entity, including, but not limited to, the United States Department of Transportation with the LOCAL AUTHORITY and the DEPARTMENT serving as the interpreter of the intent and meaning of any other applicable code or rule.

4. **RECORDS ADMINISTRATION:** The CONSULTANT must maintain all books, papers, documents, accounting records and other evidence to support costs billed for under this contract. These records must be retained by the CONSULTANT for a period of at least seven (7) years after the contract terminates, or until all audits initiated within the seven years have been completed, whichever is later. These records must be made available at all reasonable times during the seven-year period for audit and inspection by the LOCAL AUTHORITY or the DEPARTMENT and other authorized State or Federal auditors. The CONSULTANT'S records supporting the cost proposal shall also be retained and made available for review by authorized Federal or State staff. Copies of requested records must be furnished to the LOCAL AUTHORITY or the DEPARTMENT upon request.
5. **CONFLICT OF INTEREST:** The CONSULTANT certifies that none of its officers or employees are officers or employees of the State of Utah unless disclosure has been made in accordance with Utah Code § 67-16-7. The CONSULTANT certifies that no engineer, attorney, appraiser, inspector, surveyor or survey crew, or other person performing services for the CONSULTANT has, directly or indirectly, a financial or other personal interest, other than their employment or retention by the LOCAL AUTHORITY or the DEPARTMENT through this contract, in any contract or subcontract in connection with this project (Reference 23 C.F.R. § 1.33 (2022)).

The CONSULTANT further warrants that it has no financial or other interest in the outcome of the work performed under the contract other than its fees.

6. **EMPLOYMENT OF DEPARTMENT EMPLOYEES:** The CONSULTANT agrees not to engage in any way on this contract the services of any present or former DEPARTMENT employee who was involved as a decision-maker in the selection or approval processes or who negotiated or approved billings or contract modification for this contract.
7. **CONSULTANT, AN INDEPENDENT CONTRACTOR:** The CONSULTANT must be an independent contractor, and as such, may not have authority, express or implied to bind the LOCAL AUTHORITY or the DEPARTMENT to any agreement, settlement, liability, or understanding whatsoever; and agrees not to perform any acts as agent for the LOCAL AUTHORITY, except as specifically authorized and set forth herein. Persons employed by the LOCAL AUTHORITY and acting under the direction of the LOCAL AUTHORITY may not be deemed to be employees or agents of the CONSULTANT. Compensation provided to the CONSULTANT for its services herein will be the total compensation payable hereunder by the LOCAL AUTHORITY.
8. **INDEMNITY - LIABILITY:**
 - (a) The CONSULTANT must hold harmless and indemnify the DEPARTMENT and the LOCAL AUTHORITY, their officers, authorized agents and employees from and against claims, suits and cost, including reasonable attorneys' fees, for injury or damage to the extent caused by the negligent acts, errors, omissions, or willful misconduct of the CONSULTANT, or its subconsultants when acting within the scope of their subcontract, or their respective agents, employees or representatives.
 - (b) The CONSULTANT is an independent contractor contracted with the LOCAL AUTHORITY and approved by the DEPARTMENT. Any periodic plan and specification review or construction inspection performed by the LOCAL AUTHORITY or DEPARTMENT arising out of the performance of the contract, does not relieve the CONSULTANT of its duty in the performance of the contract, or ensure compliance with the Standard of Care.
 - (c) No party to this contract will be liable to the other party or any third party claiming through the other respective party, for any special, incidental, indirect, punitive, liquidated, delay or consequential damages of any kind including but not limited to lost profits or use of property, facilities or resources, that may result from this contract, or out of any goods or services furnished hereunder.
9. **SEVERABILITY:** The declaration by any court, or other binding legal source, that any provision of this contract is illegal and void and will not affect the legality and enforceability of any other provision of this contract, unless said provisions are mutually dependent.
10. **LIABILITY INSURANCE:** Services to be provided by the CONSULTANT under this contract are required to be covered by insurance. The CONSULTANT must furnish the LOCAL AUTHORITY and the DEPARTMENT a Certificate of Insurance for each type of insurance required, to be approved by the DEPARTMENT and the LOCAL AUTHORITY, before the CONSULTANT begins work under this contract.

In the event any work is subcontracted, the CONSULTANT is responsible for determining whether to require its subconsultants to maintain the same minimum coverages as the prime, or to assume the risk for subconsultant services under its own policies.

Any insurance coverage required herein written on a "claims made" form rather than an "occurrence" form will: provide full prior acts coverage or have a retroactive date effective before execution of this contract; and, be maintained in force until all activities which are required by this contract or as changed by contract modification are completed and accepted by the LOCAL AUTHORITY and the DEPARTMENT and for a period of at least three (3) years following the end of the term of the contract or contain a comparable "extended discovery" clause (on construction phase contracts or modifications for construction engineering management, the insurance must remain in effect for one (1) year after completion of the contracted services). Evidence of current extended discovery coverage and the purchase options available upon policy termination will be provided to the LOCAL AUTHORITY and the DEPARTMENT.

The following policies of insurance will be issued by insurance companies licensed to do business in the State of Utah and must: be either currently rated "A" or better by A.M. Best Company and have an A.M. Best Company financial size category rating of not less than VIII; or, listed in the United States Treasury Department's current Listing of Approved (Department Circular 570), as amended.

Standard Required Insurance Policies

- (a) *Commercial General Liability*: The CONSULTANT will secure and maintain General Liability insurance with limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.
- (b) *Commercial Automobile Liability*: The CONSULTANT will secure and maintain commercial automobile insurance that provides coverage for owned, hired, and non-owned automobiles with a combined single limit of not less than \$1,000,000 per occurrence OR \$500,000 liability per person, \$1,000,000 per occurrence, and \$250,000 Property Damage.
- (c) *Worker's Compensation and/or Employer's Liability*: The CONSULTANT will secure and maintain worker's compensation and employer's liability insurance sufficient to cover all of the CONSULTANT's employees pursuant to Utah law, unless a waiver of coverage is allowed and acquired pursuant to Utah law. If covered by the Workers Compensation Fund of Utah, then the A.M. Best rating is not required in this area.
- (d) *Professional Liability*: The CONSULTANT will secure and maintain professional liability insurance with limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.

Non-standard Insurance Policies

- (e) *Valuable Papers & Records Coverage and/or Electronic Data Processing (Data and Media)*: Valuable papers and records coverage and/or electronic data processing (data and media) coverage for the physical loss or destruction of the work product including drawings, plans, specifications, and electronic data and media. Such insurance must be of a sufficient limit to protect the CONSULTANT, its subconsultants, the LOCAL AUTHORITY, and the DEPARTMENT from the loss of said information.
- (f) *Watercraft/Protection & Indemnity (P&I) and Aircraft Liability*: If the CONSULTANT will use its own watercraft/aircraft or employs watercraft/aircraft in connection with the services provided in this contract, watercraft/aircraft liability insurance with limits of not less than \$1,000,000 per occurrence and \$5,000,000 aggregate is required.
- (g) *Unmanned Aerial Systems (UAS) Liability*: If the CONSULTANT will use UAS (e.g. drones) with the services provided in this contract, UAS liability insurance with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 aggregate is required.
- (h) *High Risk Blasting Liability*: If the CONSULTANT will perform high risk blasting as part of the services provided in this contract, high risk blasting insurance equal to 75% of the Engineer's Construction Estimate, and with limits not less than \$5,000,000 is required.
- (i) *Data Integrity Liability*: If the CONSULTANT has access to or has on its own computer system any sensitive personal or financial information regarding DEPARTMENT employees or any party doing business with the DEPARTMENT, data integrity insurance with a limit of not less than \$3,000,000 is required. Data Integrity insurance specifically covers privacy liability and network security liability for any personal information stolen from any computer or network and used against that individual in any way.

All required certificates and policies will provide that coverage thereunder will not be canceled or modified without providing thirty (30) days prior written notice to the DEPARTMENT in a manner approved by the Assistant Attorney General for the DEPARTMENT, either by the insurance carrier or the named insured.

In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the CONSULTANT must provide a new certificate of insurance within thirty (30) days after being notified

thereof in writing by the DEPARTMENT certifying coverage in compliance with the modified limits or, if no limits are specified, in an amount acceptable to the DEPARTMENT.

If coverage limits are different for this contract, it will be designated in Attachment E.

Policies referred to in 10(a), 10(b), 10(f), 10(g), and 10(i) above must have endorsements which include language for Additional Insureds stating that the policies are amended to include an organization whom the CONSULTANT has agreed to add as an Additional Insured by contract, and must state the coverage is afforded on a primary and noncontributory basis.

Policies referred to in 10(a) and 10(b) limits can be covered either with the insurance policy alone, or a combination of the insurance policy and an umbrella insurance policy.

All required policies, endorsements, insurance companies issuing same, and self-insured programs are subject to review and approval by the State of Utah, Risk Manager.

11. QUALIFIED HEALTH COVERAGE: The CONSULTANT agrees that if the CONSULTANT has an initial contract of \$2,000,000 or more, or the contract and modifications are anticipated in good faith to exceed \$2,000,000, or the CONSULTANT has a subcontract at any tier that involves a sub-consultant that has an initial subcontract of \$1,000,000 or more, and/or the CONSULTANT has a subcontract at any tier that is anticipated in good faith to exceed \$1,000,000; hereby certifies the following.

- (a) The CONSULTANT and all applicable sub-consultants have and will maintain an offer of qualified health coverage for their employees, as defined in Utah Code § 26-40-115 for the employees who live and/or work within the State of Utah, along with their dependents, during the duration of the contract.
- (b) Employee, for purposes of these requirements, must be no broader than the use of the term employee for purposes of State of Utah Workers' Compensation requirements.

The CONSULTANT must demonstrate its compliance with this part and Utah Code § 72-6-107.5 at the time this contract is executed, and its continued compliance is subject to audit by the DEPARTMENT or the Office of the Legislative Auditor General. The CONSULTANT and all applicable sub-consultants must be subject to all applicable penalties. The CONSULTANT will provide these same requirements in all applicable subcontracts at every tier.

12. PROGRESS:

- (a) The CONSULTANT may not begin the work governed by this contract prior to receiving an official Notice to Proceed from the DEPARTMENT. The CONSULTANT must prosecute the work diligently and to the satisfaction of the LOCAL AUTHORITY and the DEPARTMENT. If Federal Funds are used on this contract the work will be subject to periodic review by agencies of the U.S. Department of Transportation.
- (b) Any one of the three parties may request a progress meeting; to be held at the office of any, or at a place designated by the DEPARTMENT. The CONSULTANT will prepare and present written information and studies to the LOCAL AUTHORITY and the DEPARTMENT so it may evaluate the features and progress of the work. The meetings must also include inspection of the CONSULTANT'S services and work products when requested by the LOCAL AUTHORITY or the DEPARTMENT.
- (c) The CONSULTANT will be required to perform such additional work as may be necessary to correct the failure to meet the Standard of Care caused by the CONSULTANT'S breach of its Standard of Care in the work required under the contract without undue delays and without additional cost to the LOCAL AUTHORITY and the DEPARTMENT.
- (d) At any time, the CONSULTANT determines the contract work cannot be completed within the specified time or budget, the CONSULTANT must immediately notify in writing that the CONSULTANT cannot meet specified time or budget requirements and why. The LOCAL

AUTHORITY and the DEPARTMENT may, at their sole discretion, agree to modify the contract in writing.

- (e) The LOCAL AUTHORITY or the DEPARTMENT may terminate this contract in accordance with the termination provisions of this contract including failure of the CONSULTANT to make satisfactory progress on the contract work, or failure to provide satisfactory work product quality.
- (f) Should the LOCAL AUTHORITY or the DEPARTMENT desire to suspend the work, but not terminate the contract, the LOCAL AUTHORITY or the DEPARTMENT will notify the CONSULTANT verbally to suspend work immediately. The LOCAL AUTHORITY or the DEPARTMENT will follow this verbal notification with a written confirmation within two (2) business days. When the LOCAL AUTHORITY or the DEPARTMENT provides verbal notification to the CONSULTANT to suspend work the CONSULTANT agrees to comply immediately or as directed by the LOCAL AUTHORITY or the DEPARTMENT. The work may be reinstated upon 30-days advance written notice from the LOCAL AUTHORITY or the DEPARTMENT.
- (g) Unless extended or terminated in writing, this contract will terminate on the Contract Expiration Date.

13. **REVIEW AND INSPECTION OF WORK:** It is expressly understood and agreed that authorized representatives of the LOCAL AUTHORITY, DEPARTMENT and, when Federal Funds are used, the agencies of the U.S. Department of Transportation will have the right to review and inspect the work in process, and the CONSULTANT'S facilities, at any time during normal business hours or by appointment.

14. **NON DISCRIMINATION PROVISIONS:** The CONSULTANT agrees to abide by the provisions of the Utah Anti-discrimination Act, Utah Code §§34a-5-101 - 112 , and Titles VI and VII of the Civil Rights Act of 1964 (42 USC §§ 2000e – 2000e-17), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive Orders 11375 and 13665 and as supplemented in Department of Labor Regulations (41 C.F.R. Part 60), which prohibits discrimination on the basis of age; 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; and Executive Order 13672, Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity.

The CONSULTANT agrees to abide by the provisions of Title 42 U.S.C Chapter 21F. Prohibiting Employment Discrimination on the Basis of Genetic Information.

The CONSULTANT agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the workplace. Sections 49 C.F.R. 21 through Appendix C (2022) and 23 C.F.R. 710.405(b) (2022) are applicable by reference in all contracts and subcontracts financed in whole or in part with Federal-aid highway or transit funds. The CONSULTANT further agrees to furnish documentation to the LOCAL AUTHORITY or DEPARTMENT upon request for the purpose of determining compliance with these statutes identified in this section. The CONSULTANT must comply with the Americans with Disabilities Act (ADA).

The CONSULTANT must not discriminate in the performance of this contract on the basis of race; color; sex; pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability, sexual orientation, or gender identity. The CONSULTANT must carry out applicable requirements of 49 C.F.R. Part 26 (2022) in the award and administration of federal-aid contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the DEPARTMENT deems appropriate. During the performance of this contract, the CONSULTANT, for itself, its assignees and successors in interest agrees to abide by **41 CFR 60-1.4(a) (1 – 8) Equal opportunity clause (the "EEO clause")**, which is incorporated by reference. Where the EEO clause uses contractor substitute CONSULTANT. Where the EEO clause uses the recipient substitute DEPARTMENT.

Where Title VI **APPENDICES A** and **E** in the remainder of this section use contractor, substitute CONSULTANT. Where the Title VI **APPENDICES A** and **E** in the remainder of this section use the recipient, substitute DEPARTMENT.

APPENDIX A: During the performance of this contract, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), Federal Transit Administration (FTA), or Federal Aviation Administration (FAA) as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, FTA, or FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. canceling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for a non-compliance. Provided that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E – During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

15. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY

MATTERS: By signing this contract, the CONSULTANT certifies that to the best of their knowledge and belief that it or its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had civil judgment against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in subparagraph 15(b) of this certification; and
- (d) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

Where the CONSULTANT is unable to certify to any of the statements in this certification, the CONSULTANT must provide an explanation to accompany this contract. Exceptions will not necessarily result in denial of award but will be considered in determining CONSULTANT'S responsibility. Any exceptions noted must identify to whom it applies, the initiating agency, and dates of the action. Providing false information may result in criminal prosecution or administrative sanctions.

The CONSULTANT must include this Certification Regarding Debarment, Suspension and Other Responsibility Matters requirement in its contracts with subconsultants.

16. **BACKGROUND CHECKS:** The DEPARTMENT may require the CONSULTANT and all employees of the CONSULTANT to undergo a background investigation, to be conducted by the Attorney General or the Bureau of Criminal Investigation, to the satisfaction of the DEPARTMENT. The background investigation will consist of a review of, but may not be limited to, criminal conduct including the use of controlled substances. The CONSULTANT represents that its employees assigned to work under this contract are competent in their respective fields, licensed if applicable, as required by the State of Utah, and are legally able to fulfill their work obligations.
17. **CERTIFICATION OF COMPLIANCE ON LOBBYING RESTRICTIONS:** The CONSULTANT agrees to conform to the lobbying restrictions established by the Byrd Amendment, 31 U.S.C. § 1352, for contracts exceeding \$100,000 in Federal Funds. The CONSULTANT certifies, by signing this contract, to the best of its knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which the DEPARTMENT relied when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CONSULTANT also agrees by signing this contract it will require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients must certify and disclose accordingly.

18. **CERTIFICATION OF COMPLIANCE ON DRUG AND ALCOHOL TESTING:** The CONSULTANT hereby certifies by executing this Contract that the CONSULTANT will comply with all applicable provisions of Utah Admin. Code Rule R916-6 - Drug and Alcohol Testing in State Construction Contracts and Utah Code § 63G-6a-1303 throughout the term of this Contract, unless the CONSULTANT is exempted from these provisions by state or federal law. The CONSULTANT must provide this requirement in its contracts with subconsultants.

19. **COMPLIANCE WITH THE JOHN S. MCCAIN NATIONAL DEFENSE AUTHORIZATION ACT:** The CONSULTANT certifies conformance and continued conformance with Public Law 115-232, § 889 and 2 C.F.R. § 200.216.

20. **CONSULTANT COST CERTIFICATION:** The CONSULTANT hereby certifies by executing this Contract, that the CONSULTANT has previously submitted a CONSULTANT certification of final indirect costs in accordance with the 2 C.F.R. Part 200 Subpart E Cost Principles, 48 C.F.R. Part 31 Federal Acquisition Regulations (FAR) in compliance with 23 USC § 112(b)(2)(B), if so required, and in the DEPARTMENT Financial Screening Application.

21. **OWNERSHIP OF WORK PRODUCTS PROCURED OR DEVELOPED UNDER THIS CONTRACT:** All intellectual property rights (including, without limitation, copyrights and trade secrets) to information and materials developed or owned by the LOCAL AUTHORITY and disclosed or supplied to the CONSULTANT while performing the services under this Contract will belong exclusively to the LOCAL AUTHORITY ("the LOCAL AUTHORITY'S Work"). All intellectual property rights (including, without limitation, copyrights and trade secrets) to the work product of CONSULTANT, whether developed by CONSULTANT before or in the course of providing the services ("the CONSULTANT'S Work"), will belong exclusively to the CONSULTANT, provided that such intellectual property rights of the CONSULTANT will not extend to any portion of the LOCAL AUTHORITY'S Work which is incorporated into the CONSULTANT'S Work. The LOCAL AUTHORITY will retain ownership of any information specific to its employees or operations contained in the CONSULTANT'S Work, any LOCAL AUTHORITY confidential information that is incorporated into the CONSULTANT'S Work, and any conclusions or recommendations therein that are specific to the LOCAL AUTHORITY and not of general utility. Except as otherwise provided in this Section, all Deliverables produced by the CONSULTANT and covered by this Contract will be owned by the LOCAL AUTHORITY. To the extent that any of the CONSULTANT'S intellectual property is embedded in Deliverables provided to the LOCAL AUTHORITY under this Contract, the CONSULTANT hereby grants to LOCAL AUTHORITY a non-exclusive, irrevocable, perpetual, and royalty-free license to use such intellectual property for business purposes to the extent necessary to permit the LOCAL AUTHORITY to utilize the CONSULTANT'S Work under this Contract. At the CONSULTANT's request, the LOCAL AUTHORITY will incorporate any proprietary notice the CONSULTANT may reasonably include for any intellectual property contained in a Deliverable in all copies the LOCAL AUTHORITY makes of that Deliverable. If the CONSULTANT incorporates into the CONSULTANT'S Work any information to which the CONSULTANT'S obligations of confidentiality under this Contract apply, the incorporated information will remain subject to such obligations of confidentiality.

The LOCAL AUTHORITY grants to the CONSULTANT a non-exclusive license for non-commercial, internal, educational and research use of work products developed or produced by the CONSULTANT under this contract, subject to the provisions of this contract. The use of physical products is subject to availability. Physical products will be transported and maintained at the expense of the CONSULTANT, should transportation and maintenance be necessary in conjunction with this use.

The CONSULTANT may secure through patents or trademarks, the right, title, or interest throughout the world of any invention that may be created or developed under this contract, as provided in 37 C.F.R. 401.14, except for Section 401.14(g). The LOCAL AUTHORITY will be entitled to the same rights granted to the Federal Government under 37 C.F.R. 401.14 and adopts that regulation for that purpose. The CONSULTANT will retain all rights provided for the LOCAL AUTHORITY in this clause, and the LOCAL AUTHORITY will not, as part of the consideration for awarding this contract, obtain rights in the CONSULTANT'S subject inventions. The LOCAL AUTHORITY will be granted a non-exclusive, irrevocable, royalty-free license to use, practice, employ, or have practiced for or on behalf of the LOCAL AUTHORITY the subject invention throughout the world. These license provisions shall be considered one of the deliverables due under this contract. When federal transportation funds make up all or part of the remuneration under this contract (as documented elsewhere in these Special Provisions), the United States Department of Transportation must also be named as a grantee, along with the LOCAL AUTHORITY, in the license provisions described above.

The CONSULTANT may secure copyrights on information, designs, analyses, processes, reports, and the intellectual innovations that may be created or developed under this contract, subject to the provisions of this contract, including the provisions of the "Publication or Use of Work Product Outside of This Contract" clause.

The LOCAL AUTHORITY reserves a non-exclusive, irrevocable, royalty-free license to reproduce, publish, distribute, disclose, modify, implement, or otherwise use, and to authorize others to use, the copyright in any Deliverables under this contract, and any rights of copyright to which the CONSULTANT purchases ownership under this contract.

The right of the CONSULTANT to apply for patents, copyrights or trademarks must be limited to the statutory period defined by United States Code and other applicable Federal regulations.

It is further specifically agreed between the parties executing this contract that the above provisions must be interpreted and administered in accordance with State and Federal non-disclosure and disclosure laws, rules, regulations and policies governing patents, copyrights, trademarks, rights of privacy and freedom of public information.

22. RIGHT OF FUTURE DEVELOPMENT: The parties agree that the LOCAL AUTHORITY and the DEPARTMENT and third parties that may be under separate contract to the LOCAL AUTHORITY or the DEPARTMENT may perform future additional developments or enhancements to information, designs, analyses, computer elements, devices, data, test results, reports, graphics, presentations, visual aids, intellectual innovations that are derived from the work products developed and delivered under this contract. Neither the LOCAL AUTHORITY nor the DEPARTMENT will be obligated to obtain the services of the CONSULTANT to perform these additional developments or enhancements. Likewise, the CONSULTANT, after completion of this contract, may perform future additional developments or enhancements to the work products produced and delivered under this contract without the necessity of granting the LOCAL AUTHORITY or the DEPARTMENT a license of use for these additional developments or enhancements. Any reuse, misuse, or use of modified or incomplete deliverables will be at the sole risk of the LOCAL AUTHORITY or the DEPARTMENT or the third party in possession of CONSULTANT'S deliverable and the CONSULTANT makes no representation to any third party with respect to any good or service performed under this contract and will not be liable for any reuse, misuse, or use of modified or incomplete deliverables under any theory of recovery.

23. PUBLICATION OR USE OF WORK PRODUCT OUTSIDE OF THIS CONTRACT: During the entire term of this contract the CONSULTANT must not issue, offer, publish, or submit for publication any document, report, paper, technical notes, documentation, specification, graphic, or other media products produced in connection with the work of this contract without first submitting the Deliverables required by this contract to the LOCAL AUTHORITY and the DEPARTMENT for their review, and notifying the LOCAL AUTHORITY and the DEPARTMENT of the intent to publish.

In the event CONSULTANT wishes to publish research results prior to the submission of contract deliverables, CONSULTANT must first provide to LOCAL AUTHORITY and the DEPARTMENT written notice of CONSULTANT'S intent to publish and a draft of such publication. Unless waived by the LOCAL AUTHORITY and the DEPARTMENT, the LOCAL AUTHORITY and the DEPARTMENT will have thirty (30) days after receipt of the draft publication to request in writing the removal of portions deemed by LOCAL AUTHORITY or the DEPARTMENT to contain confidential or patentable material owned by the LOCAL AUTHORITY or THE DEPARTMENT, or to request a delay in submission of the draft for publication pending CONSULTANT'S submission of overdue contract deliverables or LOCAL AUTHORITY's or the DEPARTMENT's application for patent protection. If CONSULTANT does not receive the LOCAL AUTHORITY's or the DEPARTMENT's written response to the notice of intent to publish within the thirty (30) day period, then the LOCAL AUTHORITY or the DEPARTMENT will be deemed to have consented to such publication. If DEPARTMENT requests a delay in submission of publication for patent protection, CONSULTANT will have no obligation to delay publication for longer than three (3) months following delivery of CONSULTANT'S notice of intent to publish. If the LOCAL AUTHORITY or the DEPARTMENT requests a delay in submission of publication due to overdue deliverables, submission of publication by the CONSULTANT prior to completing those contract deliverables will be grounds for termination of this contract. Student reports, theses, and dissertations, published internally by the CONSULTANT will not be subject to these delay provisions.

If this contract is terminated by the LOCAL AUTHORITY or the DEPARTMENT, the CONSULTANT agrees to the publication restrictions stated above for a period of six (6) months following the date of termination.

Information supplied by LOCAL AUTHORITY or the DEPARTMENT to CONSULTANT and identified by the LOCAL AUTHORITY or the DEPARTMENT as proprietary, confidential, protected or security-sensitive information must not be included in any material published by CONSULTANT without prior written consent of the LOCAL AUTHORITY or the DEPARTMENT.

The restrictions and procedures described in this provision will apply to the release of any information or documents to the media. The CONSULTANT must inform the UDOT point of contact of all media inquiries.

24. PUBLIC INFORMATION: CONSULTANT agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). CONSULTANT gives the DEPARTMENT, the LOCAL AUTHORITY, and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, under section 63G-2-309 and expressly approved by DEPARTMENT, CONSULTANT also agrees that the CONSULTANT'S solicitation responses will be public records, and copies may be given to the public as permitted under GRAMA. The DEPARTMENT, the LOCAL AUTHORITY and the State of Utah are not obligated to inform CONSULTANT of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

Requests from the media or other members of the public for records that have not already been issued, published, or submitted for publication must be addressed in accordance with the GRAMA, Utah Code Title 63G, Chapter 2.

CONSULTANT agrees to cooperate and assist the LOCAL AUTHORITY and the DEPARTMENT to respond to requests it receives pursuant to the GRAMA by searching for and producing records belonging to LOCAL AUTHORITY or the DEPARTMENT in a timely manner and consistent with the requirements of the GRAMA.

25. USE OF PATENTED, COPYRIGHTED OR TRADEMARKED ITEMS: The CONSULTANT will be fully responsible for the legal use and the related payment of any royalties or fees for any materials, products, devices, processes, computer elements, designs, specifications, publications, graphics, visual media, etc., that are protected by patents, copyrights or trademarks, or that are owned by third parties to this contract, in conjunction with CONSULTANT's execution of its work in this contract. In the event that any of the above items are to be incorporated into the deliverables or products which will be provided to the LOCAL AUTHORITY or the DEPARTMENT as a result of the work of this contract, whether owned by the CONSULTANT before entering into this contract or not, such use must be specifically authorized in this contract or by prior written approval from the LOCAL AUTHORITY or the DEPARTMENT. When the LOCAL AUTHORITY or DEPARTMENT provides such authorization, the CONSULTANT will secure the rights of use of these patented, copyrighted or trademarked items for the LOCAL AUTHORITY or the DEPARTMENT, at the LOCAL AUTHORITY's or DEPARTMENT's expense. An original executed copy of the right-to-use agreement will be delivered to and approved by the LOCAL AUTHORITY and the DEPARTMENT before commencing use of these item(s). The CONSULTANT will be responsible for paying all royalties and fees for said use during the entire term of this contract. To the extent that these royalties and fees are incurred exclusively and specifically for this contract and are shown in Attachment C of this contract, these costs are allowable expenses to the contract. The CONSULTANT must indemnify, save harmless and release the LOCAL AUTHORITY and the DEPARTMENT from claims of DEPARTMENT's or LOCAL AUTHORITY's direct, non-willful patent, copyright or trademark infringement, or for directly-resulting costs, expenses, penalties and damages that may be obligated by reason of a direct, non-willful infringement by DEPARTMENT or LOCAL AUTHORITY resulting from the work performed, services rendered or deliverables furnished under this contract which are caused by the negligence of the CONSULTANT. When Federal funds make up all or part of the remuneration under this contract, the United States Department of Transportation must be named along with the LOCAL AUTHORITY and the DEPARTMENT in all legal agreements covering use of patented, copyrighted or trademarked items.

26. CONFIDENTIALITY: If, in order to perform the work under this contract, the CONSULTANT is given access to confidential, protected, security-sensitive or proprietary business, technical or financial information regarding persons, materials, products, devices, processes, plans, designs, computer elements, analyses, data, etc., the CONSULTANT agrees to treat such information as confidential and

must not appropriate such information to its own use or disclose it to third parties at any time, neither during the term of this contract nor after contract termination, without specific written authorization by the LOCAL AUTHORITY and the DEPARTMENT to do so unless, except to the extent such disclosure is required by law, rule, regulation, court order, government investigation or whistleblower subpoena. The LOCAL AUTHORITY or DEPARTMENT will clearly identify those items as confidential at the time they are transmitted or disclosed to the CONSULTANT and they may be listed in Attachment C of this contract if known at the time of contract execution. The CONSULTANT must require adherence by its officers, agents, volunteers, employees and subcontractors to these confidentiality provisions.

The foregoing obligations will not apply if the said confidential, security-sensitive or proprietary information:

- (a) Is found to be in the public domain at the time of receipt by the CONSULTANT;
- (b) Is published or otherwise becomes part of the public domain after receipt by and through no fault of the CONSULTANT;
- (c) Was in possession of the CONSULTANT at the time of receipt and was not acquired by CONSULTANT directly or indirectly from the DEPARTMENT or an agency of the State of Utah; or
- (d) Was or is later received by the CONSULTANT from a third party other than an agency of the State of Utah, which did not require the CONSULTANT to hold such information in confidence.

27. ASSIGNMENT AND SUBCONTRACTING: The CONSULTANT must not subcontract any of the work required by this contract, or assign monies to be paid to the CONSULTANT hereunder, without the prior written approval of the LOCAL AUTHORITY or the DEPARTMENT. The amount billed to the LOCAL AUTHORITY and the DEPARTMENT for subconsultant costs will be the same amount the CONSULTANT actually pays the subconsultant for services required by this contract. All payments made by the CONSULTANT to the subconsultant for services required by this contract will be subject to audit by the LOCAL AUTHORITY or the DEPARTMENT. All subcontracts must be in writing and include all the same terms and conditions and provisions included in this contract. However, the prime CONSULTANT is responsible for ensuring that all work performed by sub-consultants is insured under their insurance policy, or they require that the sub-consultants meet the insurance provisions required under this contract.

The CONSULTANT must perform work valued at not less than **50%** of the total contract amount with its own staff. (*Provision revised 2/15/2023.*)

28. PERSONNEL/STAFFING PLAN: For any change in key personnel from that specifically identified in Attachment C of this contract, the CONSULTANT must provide an equivalent or better qualified replacement subject to DEPARTMENT approval.

29. DISPUTES: Claims for services, materials, or damages not clearly authorized by the contract, or not ordered by the LOCAL AUTHORITY and the DEPARTMENT by prior written authorization, will not be paid. The CONSULTANT must notify the LOCAL AUTHORITY and the DEPARTMENT in writing, and wait for written approval, before it begins work not previously authorized. If such notification and approval is not given or the claim is not properly documented, the CONSULTANT will not be paid the extra compensation. Proper documentation alone will not prove the validity of the claim. The parties agree to use arbitration or mediation, as mutually agreed by the parties, after exhausting applicable administrative reviews to resolve disputes arising out of this contract where the sole relief sought is monetary damages \$100,000 or less, exclusive of interest and costs.

30. CLAIMS - DELAYS AND EXTENSIONS: The CONSULTANT agrees to proceed with the work previously authorized by the contract, or in writing, continually and diligently, and will make no charges or claims for extra compensation for delays or hindrances to the extent such delays or hindrances were caused by CONSULTANT. The LOCAL AUTHORITY and the DEPARTMENT may allow an extension of time for the contract, for a reasonable period as agreed by the parties, should a delay or hindrance occur. The LOCAL AUTHORITY or the DEPARTMENT will not waive any of its rights under the contract by permitting the CONSULTANT to proceed with the contract after the established completion date. The CONSULTANT will not be responsible for delays due to causes beyond CONSULTANT's reasonable control.

31. **CONSULTANT'S ENDORSEMENT ON PLANS, ETC.:** The CONSULTANT (if a firm, the responsible principal) is required to endorse and appropriately apply its seal to plans, reports, and engineering data furnished to the LOCAL AUTHORITY and the DEPARTMENT under this contract.

32. **CONTRACT MODIFICATIONS:** This contract may be amended, modified, or supplemented, as it is mutually agreed to by the parties by written contract modification, executed by the parties hereto and attached to the original signed contract.

Claims for services furnished by CONSULTANT, not specifically authorized by this contract or by appropriate modification, will not be paid by the LOCAL AUTHORITY or the DEPARTMENT. When a contract modification has been agreed to by the parties no claim for the extra work done or material furnished must be made by the CONSULTANT until the written modification has been fully executed. Any verbal agreements not confirmed in writing are non-binding.

33. **TERMINATION:** This contract may be terminated as follows:

- (a) By mutual agreement of the parties; in writing and signed by the parties.
- (b) By any party for failure of another party to fulfill its obligations, as set forth with the provisions of this contract and in particular with Attachment C, "Services Provided by the CONSULTANT" or Section 52, "Duties of the LOCAL AUTHORITY and the DEPARTMENT". Reasonable allowances will be made for circumstances beyond the control of the CONSULTANT and the LOCAL AUTHORITY or the DEPARTMENT. Written notice of intent to terminate is required and must specify the reasons supporting termination.
- (c) By the DEPARTMENT for the convenience of the State upon written notice to the CONSULTANT.
- (d) By the LOCAL AUTHORITY or the DEPARTMENT, if the LOCAL AUTHORITY or the DEPARTMENT determines that the performance of the CONSULTANT is not satisfactory, the DEPARTMENT may notify the CONSULTANT of the deficiency with the requirement that the deficiency be corrected within a specified time; but not less than 10 days. Otherwise the contract will be terminated at the end of such time.
- (e) By the LOCAL AUTHORITY or the DEPARTMENT, if the LOCAL AUTHORITY or the DEPARTMENT requires termination of the contract for reasons other than unsatisfactory performance of the CONSULTANT, the DEPARTMENT will notify the CONSULTANT of such termination, with instructions as to the effective date of work stoppage or specify the stage of work at which the contract is to be terminated.
- (f) If the contract is terminated before performance is completed, the CONSULTANT will be paid for the work satisfactorily performed up through the date of termination. Payment is to be on the basis of substantiated costs, not to exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by the contract.
- (g) The LOCAL AUTHORITY and the DEPARTMENT reserve the right to cancel and terminate this contract in the event the CONSULTANT or any employee or agent of the CONSULTANT is convicted for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of the LOCAL AUTHORITY or the DEPARTMENT, without penalty. It is understood and agreed that in the event of such termination, all data acquired and work product produced under this contract will be turned over to the LOCAL AUTHORITY and the DEPARTMENT within seven (7) calendar days. The LOCAL AUTHORITY and the DEPARTMENT reserve the right to terminate or cancel this contract in the event the CONSULTANT will be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The LOCAL AUTHORITY and the DEPARTMENT further reserve the right to suspend the qualifications of the CONSULTANT to do business with the LOCAL AUTHORITY or the DEPARTMENT upon any such conviction.
- (h) Upon satisfactory completion of required contract services.

(i) On termination of this contract all accounts and payments will be processed in accordance with contract terms. An appraisal of the value of work performed to the date of termination must be made to establish the amount due to or from the CONSULTANT. If the contract fee type is Cost-Plus-Fixed-Fee-With-Fixed-Total-Additive-Rate and the contract is terminated for reasons other than paragraph 33(h), the final fixed fee amount will be paid in proportion to the percentage of work completed as reflected by the periodic invoices as of the date of termination of the contract. Upon determining the final amount due the CONSULTANT, or to be reimbursed by the CONSULTANT, in the manner stated above, the final payment will be processed in order to close out the contract.

34. **REMEDIES:** Any of the following events will constitute cause for the DEPARTMENT or LOCAL AUTHORITY to declare CONSULTANT in default of this Contract: (i) CONSULTANT'S non-performance of its contractual requirements and obligations under this Contract; or (ii) CONSULTANT'S material breach of any term or condition of this Contract. The DEPARTMENT may issue a written notice of default providing a ten (10) day period in which CONSULTANT will have an opportunity to cure. Time allowed for cure will not diminish or eliminate CONSULTANT'S liability for damages. If the default remains after CONSULTANT has been provided the opportunity to cure, the DEPARTMENT may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend CONSULTANT from receiving future contracts from the DEPARTMENT or the State of Utah; or (v) demand a full refund of any payment that the DEPARTMENT has made to CONSULTANT under this Contract for Services that do not conform to this Contract.

35. **ERRORS AND OMISSIONS:** The CONSULTANT will, without additional compensation, correct or revise any failure to meet the Standard of Care in its design, drawings, specifications and other services which are caused by a breach of the CONSULTANT'S Standard of Care. The CONSULTANT is required to follow UDOT Policy 08-07 Errors and Omissions on Projects which is hereby incorporated by reference.

36. **POLLUTION CONTROL:** The CONSULTANT agrees to comply with applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671g) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). The DEPARTMENT must report violations to the applicable Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

37. **ELECTRONIC DESIGN SUBMISSION:** The CONSULTANT will adhere to the current DEPARTMENT model development and CADD standards on the DEPARTMENT's website. The CONSULTANT will provide all plans, specifications, surveys, electronic files and associated data in the DEPARTMENT acceptable electronic formats into the DEPARTMENT's content management system with the correct attributes assigned. The CONSULTANT will organize all project data in the DEPARTMENT'S project directory structure as specified in the DEPARTMENT'S current CADD Standards. The CONSULTANT will be aware of and comply with applicable DEPARTMENT CADD standards. The DEPARTMENT CADD standards are available at the CADD Support sub-page of the DEPARTMENT website www.udot.utah.gov/go/cadd.

Computer Aided Drafting and Design acceptable formats are as follows:

- (a) Drafting: MicroStation Design format (.dgn) by Bentley Systems Inc., version 8.9 or higher (v8 file format).
- (b) Civil Design: InRoads by Bentley Systems Inc. version 8.9 or higher acceptable formats are as follows: Geometry files (.alg), Surface or digital terrain models (.dtm), Template libraries (.itl), Roadway Designer files (.ird), and Open Roads technology files (.dgn).
- (c) Survey and Photogrammetry: InRoads Survey format (.fwd) or Open Roads technology file format (.dgn) by Bentley Systems Inc. version 8.8 or higher. Raw survey files will be in ASCII format, (point number, Northing, Easting, Elevation and code). Survey points will be coded using the DEPARTMENT feature codes located in the DEPARTMENT preference file (.xin) and Raster Images (aerial photos) will be in MicroStation compatible formats. Design and Survey work will adhere to the DEPARTMENT CADD Standards and "Survey and Geomatics Standard Manual" Guide.

- (d) Plotting: For the project to be republished by the DEPARTMENT, the CONSULTANT will prepare a file to direct the DEPARTMENT's plotting software, InterPlot, by Bentley Systems Inc. to produce the correct output. This is the InterPlot Organizer's plot-set file (filename.ips). This file contains specifications for each sheet in the plan set and controls the order and name of each sheet as they will appear in the PDF plan set. Instructions for preparing this file can be found at the DEPARTMENT CADD Support website as stated above.
- (e) Responsibility: Region Designers/Consultants, Action - When submitting electronic files for project milestones and advertising, Region or consultant designers must deliver to the DEPARTMENT the design files in the DEPARTMENT's content management system in the established project directory structure. The following files must be included in the submittal: 1) Major design files, including roadway design, structure, striping, signing, signals, and profiles (Microstation format), 2) Existing topography and existing utilities (Microstation format), 3) Existing and proposed surfaces (dtm or dgn format), 4) InRoads alignments (alg or dgn format), templates (itl), roadway designer files (ird or dgn format) and preference files (xin or dgnlib format), 5) Configuration and resource files including font and linestyle resource files.
- (f) Placement: Action – Project data must be delivered to the DEPARTMENT in the DEPARTMENT's document management system in the established project directory structure. All documents must be attributed correctly in the system at the time of delivery. All files must have the references and links re-established when delivered into the content management system using the Scan References and Link Sets tool.
- (g) Digital Delivery: Projects designated as Digital Delivery will have varying file format delivery requirements. Digital Delivery is an evolving technology and file formats may change based on the DEPARTMENT's stage of Digital Delivery development. Unless the Project Manager scopes the project differently, files will be attributed and delivered as Legal with a .dgn extension including the reference files. In addition, .alg, .icm, iModels, .dtm and other file formats will be delivered as For Information Only (FIO). The DEPARTMENT Project Manager will determine if plan sets are required on the project (as FIO) or if a traditional plan set will be required, see the Work Plan in ATTACHMENT C: SERVICES PROVIDED BY THE CONSULTANT of this contract.

The CONSULTANT will be responsible for the accuracy of any translated data.

38. REQUIREMENTS FOR COMPUTER ELEMENTS:

Hardware, firmware and/or software elements that the CONSULTANT procures, furnishes, licenses, sells, integrates, creates and/or enhances for the LOCAL AUTHORITY and the DEPARTMENT under this contract must achieve the specific objectives specified in the work plan. These elements must be free of defects, or "bugs," that would prevent them from achieving the objectives specified in the Work Plan in ATTACHMENT C: SERVICES PROVIDED BY THE CONSULTANT of this contract.

Computer software and applications created and/or enhanced under this contract will include as deliverables; user instructions, program documentation, program listings, source code and executables in specified compiled formatted files. The program documentation must include flow charts and detailed treatment of decision algorithms and their technical basis. Appropriate LOCAL AUTHORITY individuals will review "user instructions" and "program documentation" for acceptability. Formal sign-offs will record such events and be part of the project repository. Software development and operating system platforms must be approved by the LOCAL AUTHORITY and the DEPARTMENT and specified in the work plan. Changes to these platforms may only be allowed by written authorization by the LOCAL AUTHORITY and the DEPARTMENT.

39. COST PRINCIPLES: Regardless of the funding source, the costs allowable for reimbursement will be governed by the 2 C.F.R. Part 200 Subpart E and 48 C.F.R. Part 31 Federal Acquisition Regulations (FAR) in compliance with 23 U.S.C. § 112(b)(2)(B), as modified by Utah State law, administrative rules, and regulations on contract provisions.

40. CORONAVIRUS PANDEMIC RECOVERY: This section applies only if: (i) this Contract, or a subcontract, is a cost-plus-fixed-fee contract; (ii) the CONSULTANT (or the subconsultant with that subcontract)

received a loan under the federal Paycheck Protection Program or similarly, received a credit, loan or other relief in 2020, or thereafter, from a federal program enacted to provide relief during the Coronavirus pandemic, such as the CARES Act, the FFCRA, or other similar federal legislation (collectively a “PPP Loan”); and (iii) any portion of the PPP Loan was forgiven, or applicable law similarly requires the recipient to provide a refund, repayment, credit, or reimbursement to the DEPARTMENT. If this section applies, the CONSULTANT, for itself and its subconsultants, must comply with this section to provide for a PPP Loan recovery in compliance with 48 C.F.R. 31.201-5, Utah Code § 72-2-113(3), and other applicable law and guidance. Those legal obligations require calculation of a PPP Loan credit which must be included in the Indirect Cost Rate (referred to in this section as an “Impacted Rate”). Under this Contract, an accepted Impacted Rate will apply during the CONSULTANT’s (or subconsultant’s) “Recovery Period,” which is the shorter of the following time periods: (i) the time period necessary to recover the required credit amount of the CONSULTANT’s (or the subconsultant’s) forgiven PPP Loan (or other repayment obligation); or (ii) 365 days after the date when the DEPARTMENT approved the CONSULTANT’s (or the subconsultant’s) Impacted Rate.

This Contract is written to include the CONSULTANT’s “Unimpacted Rate” (which is the CONSULTANT’s accepted rate without the PPP Loan credit). The CONSULTANT has also included subconsultant costs on that basis. But notwithstanding those or any other provisions of this Contract to the contrary, the CONSULTANT agrees as follows: (i) During the CONSULTANT’s Recovery Period, each of its invoices will provide to the DEPARTMENT a “Recovery Credit,” which is an amount that is equal to the difference between the CONSULTANT’s overhead and fixed fee calculated at the Unimpacted Rate, and the CONSULTANT’s overhead and fixed fee calculated at the Impacted Rate. The CONSULTANT will show its Recovery Credit, as calculated, using the [UDOT OH & FF Credit Adjustment Template](#) document, and the CONSULTANT will include the template and calculation as part of its support documentation for each invoice. (ii) During a subconsultant’s Recovery Period, the CONSULTANT’s costs charged for a subconsultant will include the Recovery Credit for that subconsultant. The CONSULTANT will require the subconsultant to show its Recovery Credit, as calculated, using the [UDOT OH & FF Credit Adjustment Template](#) document, and the CONSULTANT will include the subconsultant’s template and calculation as part of the CONSULTANT’s support documentation for each invoice.

When the CONSULTANT or any subconsultant reaches the end of its Recovery Period, the CONSULTANT must submit a notification to the DEPARTMENT Project Manager stating the date that is claimed for when recovery was complete (“Recovery Date”). If the Recovery Date claimed by the CONSULTANT or the subconsultant is less than 365 days after the date when the DEPARTMENT approved the CONSULTANT’s or subconsultant’s Impacted Rate, then the notification must also include documentation that demonstrates full recovery (subject to the DEPARTMENT’s verification). When submitting invoices to the DEPARTMENT, the CONSULTANT will not include Recovery Credits for itself or any subconsultants once the CONSULTANT or a subconsultant has reached its Recovery Date.

If upon review the DEPARTMENT is unable to verify that the CONSULTANT’s (or a subconsultant’s) required PPP Loan recovery was met on the Recovery Date claimed by the CONSULTANT (or a subconsultant), the DEPARTMENT will require, and the CONSULTANT agrees to pay, the amount of any Recovery Credit that should have been credited to the DEPARTMENT under the requirements of this section. The CONSULTANT further agrees that the DEPARTMENT can take such payment from any amount that the DEPARTMENT owes to the CONSULTANT.

The CONSULTANT agrees that the amounts which are, or should be, credited to the DEPARTMENT as part of the CONSULTANT’s (or a subconsultant’s) Recovery Credit will be deducted from the Contract’s maximum-not-to-exceed amount at the time of Contract closure and are not eligible for payment to the CONSULTANT.

The PPP Loan recovery requirements are a federal obligation that is required at every Contract level. The CONSULTANT must pass down applicable requirements to its subconsultants. (*Provision revised 2/15/2023.*)

41. **RIGHT OF WAY SUBMITTAL REQUIREMENTS:** Submission of right of way acquisition packages are required to follow the [UDOT Right of Way ProjectWise Guide](#), as amended, which is incorporated herein by this reference.

42. GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT: Pursuant to the Government Records Access and Management Act, Utah Code §§ 63G-2-101 through 63G-2-901, the CONSULTANT understands that if it believes that any records it submits to the DEPARTMENT or the LOCAL AUTHORITY should be considered confidential for business purposes under Utah Code § 63G-2-309, it must provide with the record(s) a written claim of business confidentiality, and a concise statement of reasons supporting the claim of business confidentiality that satisfy the requirements of §§ 63G-2-305(1) and (2), and 309 to the DEPARTMENT. The CONSULTANT understands that the DEPARTMENT and the LOCAL AUTHORITY will not treat any such record as confidential absent such written notification. Additionally, pursuant and subject to Utah Code §§ 63G-2-101 through 901 the CONSULTANT will take no action, legal or otherwise against the State of Utah, the DEPARTMENT, LOCAL AUTHORITY, or any employee, agent or representative of the State of Utah, DEPARTMENT, or the DEPARTMENT if the State Records Committee or a court orders the DEPARTMENT or LOCAL AUTHORITY to publicly disclose any record the CONSULTANT considers confidential, or believes should be considered protected, private, or controlled.

43. WORK ACCEPTANCE:

- (a)** Subject to the Standard of Care, work performed under this contract must be performed in accordance with applicable Standards, Specifications, Manuals, Guides, Manuals of Instruction, Policies and Procedures established by the DEPARTMENT. Work must be subject to the approval of the LOCAL AUTHORITY and the DEPARTMENT through its designated representatives.
- (b)** Reviews and Quality Assurance: All contracts require a quality control / quality assurance (QC/QA) plan and checklist. For design projects specifically, the CONSULTANT must provide a project specific QC/QA plan that meets or exceeds the DEPARTMENT'S standard QC/QA plan located on the DEPARTMENT web page at www.udot.utah.gov/go/qcqa which is hereby incorporated by reference into this contract. If the CONSULTANT elects to use its own QC/QA plan, that plan must be approved by the DEPARTMENT'S Project Manager. The CONSULTANT will meet all document retention requirements and schedules.

44. GENERAL CONTROL AND INSPECTIONS: The CONSULTANT may be represented at progress review meetings as may be scheduled by the LOCAL AUTHORITY or the DEPARTMENT. The CONSULTANT must accompany LOCAL AUTHORITY or the DEPARTMENT personnel and other representatives on field inspections and at conferences as may be required.

45. INSPECTION OF INTELLIGENT TRANSPORTATION SYSTEMS (ITS) AND ELECTRICAL CONSTRUCTION:

To ensure complete impartiality in the performance of construction inspection, any consultant engineering companies who are concurrently performing or bidding on ITS or electrical construction work for the LOCAL AUTHORITY or the DEPARTMENT will not be considered eligible to perform construction inspection of ITS or electrical work on any projects as part of a consultant contract.

Consultants who are selected to do ITS or electrical construction inspection as part of a consultant contract will be requested to affirm that they currently are not performing or bidding on any electrical or ITS construction work for LOCAL AUTHORITY or the DEPARTMENT and will not for the duration of the relevant consulting contract.

For the purposes of this provision, ITS or electrical construction is defined as follows:

Work involving the installation or repair of underground electrical conduit, electrical cables, fiber-optic cable, or any other construction work involving 120-volt (or greater) current for which a state electrician's license is required. Field work taking place inside an electrical cabinet, or involving low voltage detection or data circuits, will *not* be considered ITS or electrical construction. Diagnosis, testing, calibration, aiming, re-splicing, or repair of low voltage detection circuits, fiber-optic cable, or detection equipment will *not* be considered ITS or electrical construction.

Consultant engineering companies who also perform ITS or electrical construction work under contract to LOCAL AUTHORITY or the DEPARTMENT *will* be eligible to perform the following types of consulting

work, provided that the work is on completely different projects, with no possibility for conflict of interest: design work, ITS system integration, software development.

46. **NO THIRD-PARTY BENEFICIARIES:** The parties enter into this contract for the sole benefit of the parties, in exclusion of any third party, and no third-party beneficiary is intended or created by the execution of this contract.
47. **COORDINATION WITH DEPARTMENT DISCIPLINE MANAGERS:** To ensure programmatic consistency, if the project requires, the CONSULTANT will coordinate decisions with the Region and/or Central Discipline Managers in addition to the DEPARTMENT Project Manager. It is important for consultants to seek input into decisions from the technical experts within the DEPARTMENT.

The CONSULTANT is required to obtain the DEPARTMENT Communications Office written approval prior to sending a press release or using the DEPARTMENT's name.

48. **COORDINATION WITH UTAH DEPARTMENT OF TECHNOLOGY SERVICES (DTS):** The CONSULTANT will comply with the Utah Technology Governance Act, Utah Code §§ 63A-16-101 through 63A-16-903.

After execution of the contract, and prior to commencing any information technology (IT) related activities as defined in Utah Code § 63A-16-102, the CONSULTANT will:

- (a) Coordinate with and receive written approval from the DEPARTMENT and the DTS IT Director assigned to the DEPARTMENT, or
- (b) Have previously obtained written approval from the DTS IT Director assigned to the DEPARTMENT for the IT related activities which must be detailed in the Scope of Work and included in the terms of this base contract.

In addition, the DEPARTMENT will not consider modifying this contract to include or alter IT elements without coordination and written approval from the DTS IT Director assigned to the DEPARTMENT.

49. **CONSULTANT JOB VACANCIES:** CONSULTANT agrees, for the duration of the contract, to provide CONSULTANT'S name, contact information, and information about CONSULTANT's job vacancies on the PROJECT to the Utah Department of Workforce Services to facilitate job inquiries by the public pursuant to Utah Code Subsections 63G-6a-107.7(4) and 35A-2-203(5)(b). This requirement does not apply when CONSULTANT fills a vacancy with a current employee and does not preclude CONSULTANT from advertising job openings in other forums throughout the state.
50. **USE OF STATE SEAL AND DEPARTMENT LOGO:** The CONSULTANT will not misrepresent their employees as State of Utah employees. The CONSULTANT will not use the Utah State Seal or DEPARTMENT logo on business cards for their employees nor use Utah or DEPARTMENT letterhead on correspondence signed by their employees with the following exception: the CONSULTANT may incorporate the DEPARTMENT logo on their business cards stating, "In partnership with UDOT" in addition to the CONSULTANT'S own logo. The CONSULTANT may prepare correspondence for the approval and signature of appropriate State of Utah employees.

51. **ASSIGNMENT OF ANTITRUST CLAIMS:** The CONSULTANT and the DEPARTMENT recognize that in actual economic practice, overcharges by the CONSULTANT'S suppliers resulting from violations of state or federal antitrust laws are in fact borne by the LOCAL AUTHORITY. As part of the consideration for the award of the Contract, and intending to be legally bound, the CONSULTANT assigns to the LOCAL AUTHORITY and the DEPARTMENT and the state of Utah all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Contract.

52. **DUTIES OF THE LOCAL AUTHORITY AND THE DEPARTMENT:**

- (a) **Guarantee Access:** The LOCAL AUTHORITY or the DEPARTMENT will guarantee access to and make all provisions for the CONSULTANT to enter upon all lands, both public and private

which in the judgment of the parties hereto are necessary to carry out such work as may be required.

- (b) Prompt Consideration: The LOCAL AUTHORITY and the DEPARTMENT will give prompt consideration to all reports, plans, proposals and other documents presented by the CONSULTANT.
- (c) Documents: The DEPARTMENT will furnish Standards, Specifications, Manuals of Instruction, Policies and Procedures, and other available information, including any material previously prepared for this work. Specific materials related to this contract that will be furnished by the LOCAL AUTHORITY and the DEPARTMENT.
- (d) Services: The LOCAL AUTHORITY and the DEPARTMENT will perform standard services relating to this contract.

53. **FORCE MAJEURE:** Neither party will be liable for failure to perform this agreement when such failure is due to "force majeure." "Force majeure" means acts of God, strikes, lockouts, or industrial disputes or disturbances, civil disturbances, arrests and restraints, interruptions by government or court orders, acts of the public enemy, terror events, wars, riots, insurrections, incidences of disease or other illness that reaches epidemic, endemic, or pandemic proportions, fires, explosions, inability to obtain easements, right-of-way, or other interests in realty, or any other cause, whether of the kind here enumerated or otherwise, not reasonably within the control of the party claiming "force majeure." Events of "force majeure" must be remedied with all reasonable dispatch.

SERVICES PROVIDED BY THE CONSULTANT

1. SCOPE SUMMARY:

Perform all preconstruction efforts necessary to prepare project plan set for advertising per the UDOT Project Delivery Network. Work includes: survey; prepare and hold project meetings; prepare necessary plan sheet details; prepare utility and drainage details; coordinate, investigate, and incorporate existing and planned utility improvements; prepare ROW acquisition and construction easement documents; pavement design; hydraulic and storm drain design; prepare plan set; determine bid items and quantities; prepare project specifications; and prepare Engineer's Estimate.

2. SCOPE DOCUMENTS:

Following are the scope items contained in this attachment:

- (a) Approval Memo
- (b) Executive Summary
- (c) Detailed Work Plan
- (d) Personnel/Staffing Plan
- (e) Schedule
 - (1) Completion: All work must be completed by **December 1, 2025**. If additional time is required beyond the Scope of Work Completion Date, the CONSULTANT must submit a "Contract Date Extension Modification" to the LOCAL AUTHORITY and the DEPARTMENT'S Project Manager for approval and processing.
 - (2) Contract Period: The contract will terminate **December 1, 2026**, unless otherwise extended or canceled in accordance with the terms and conditions of this contract.



UDOT Consultant Services

Contract Approval Memo

Memo Printed on: April 15, 2024 11:11 AM



PM Approval Date: April 10, 2024

UDOT PM: Kevon Ogden

The Project Manager has reviewed and approved the contract/modification consultant documents: Executive Summary, Work Plan, Staffing Plan, Work Schedule, and Cost Proposal.

PROJECT INFORMATION

PIN: 16928
Project No.: F-2151(1)1
Job/Proj:
PIN Description: 8000 West; 2600 South to 3100 South - Magna

CONTRACT INFORMATION

CS Admin: Michael R. Butler (Acting as UDOT)
Contract No.: New Pre con engineering.
Mod No.:
SOW Completion Date: December 1, 2025
Contract/Mod Amount: \$527,245.69
Fee Type: COST PLUS FIXED FEE
Selection Method: GE / LG POOL RPLOQ
Period: 2019-2022 GE POOL
Phase: PRELIMINARY ENGINEERING
Disciplines: PRECONSTRUCTION ENGINEERING

CONTACTS

Consultant	Local Government	Local Government #2
AVENUE CONSULTANTS	Greater Salt Lake Municipal S	Magna Metro Township
Jeremy D Christensen	Steven Kuhlmeier	Eric Barney
6605 S. REDWOOD RD, STE 200	2001 S STATE STREET	8952 W MAGNA MAIN ST
TAYLORSVILLE, UT 84123	SUITE #N3 600	MAGNA, UT 84044-1149
	SALT LAKE CITY, UT 84190	
	(385) 468-6624	(385) 977-3818
	SKUHLMEIER@SLCO.ORG	ERIC.BARNEY@MAGNACI



UDOT Consultant Services

Local Government Contract Memo

Memo Printed on: April 15, 2024 11:11 AM



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Discipline: PRECONSTRUCTION ENGINEERING

CONTACTS

Consultant	Local Government
AVENUE CONSULTANTS	Greater Salt Lake Municipal Services District
Jeremy D Christensen	Steven Kuhlmeier
6605 S. REDWOOD RD, STE 200	2001 S STATE STREET
TAYLORSVILLE, UT 84123	SUITE #N3 600
(801)201-2377	SALT LAKE CITY, UT 84190
jeremy@avenueconsultants.com	(385) 468-6624
	SKUHLMEIER@SLCO.ORG

UDOT has contract limits for Pool Selection Methods. The limit for this contract is \$750,000.00 for the life of the contract, including any future modifications.



UDOT Consultant Services

Local Government Contract Memo

Memo Printed on: April 15, 2024 11:11 AM



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Consultant	Local Government
AVENUE CONSULTANTS	Magna Metro Township
Jeremy D Christensen	Eric Barney
6605 S. REDWOOD RD, STE 200	8952 W MAGNA MAIN ST
TAYLORSVILLE, UT 84123	MAGNA, UT 84044-1149
(801)201-2377	(385) 977-3818
jeremy@avenueconsultants.com	ERIC.BARNEY@MAGNACITY.ORG

UDOT has contract limits for Pool Selection Methods. The limit for this contract is \$750,000.00 for the life of the contract, including any future modifications.

AVENUE CONSULTANTS

Prime

UDOT CMS Contract Executive Summary

Contract Number:	NEW	Mod:		Project Number:	F-2151(1)1	PIN:	16928
UDOT Primary Contact:	Kevon Ogden						
PIN Description:	8000 West; 2600 South to 3100 South - Magna						

Brief Description

Magna has received funding to improve 8000 West between 3100 South and 2600 South. Improvements include new curb/gutter, sidewalk and intersection. UDOT is administering the Federal Funded project and Salt Lake County is providing Project Management in behalf of Magna.

Project Team

Avenue Consultants will be the Prime consultant with KCI, CMT, and Quality Counts as Subconsultants.

Assumptions

The following is a list of the general project assumptions and unknowns.

GENERAL ASSUMPTIONS

- Project Limits are:
 - o 8000 West from the north side of 3100 South to the south side of 2100 South.
 - § Widening in undeveloped areas to include curb and gutter and sidewalk
 - § Connecting sidewalk gaps
 - Modify signal at 8000 West and 3100 South to accommodate new design
 - Typical roadway design will be completed in accordance with APWA Utah Standards
 - Bike lanes will be continuous along 8000 West
 - ROW acquisitions and TCE's will be required and will occur in Phase 2 of the contract (not scoped as part of Phase 1).
 - No structural work will be required. Existing roadway structures/culverts will remain protected in place.
 - No MOT plans are part of this contract
 - No traffic modeling or queue length determination is assumed.
 - Right-of-way involvement is limited to ROW deeds and temporary construction easements. No ROW document review, appraisal, or acquisition support services are required.
 - Design at the location of 2700S (Parkway) realignment will be avoided to not impact the upcoming environmental document.

Roadway

- Salt Lake County will lower the posted speed limit to 35MPH with 35 MPH Design Speed
- Pavement design will follow Salt Lake County Standards
- No changes to existing roadway profile
- Widening will match existing cross slopes and will not exceed 4%
- Project limits are 300 feet south of 3100 South to 800 feet south of SR-201

Signing and Striping

- Existing signs will be evaluated and replaced as needed
- New signs will be installed as needed per the design
- Existing striping conflicts will be obscured with a pavement surface treatment, no other striping removal is required

Roadway Drainage

- No retention or detention basins for flood control will be required on the project.
- Proposed drainage systems will outfall into existing systems that have adequate capacity to handle the additional flows from the project
- Proposed storm drain design will not outfall into other entities drainage systems and Drainage Agreements will not be necessary
- The design of proposed roadway drainage features will be placed at low points and curb returns, where needed to stop water going around corner.

Water Quality

- Project will likely add more than 1 acre of new impervious area
- Retention of the 80th percentile storm will not be included in the project design.
- Avenue will evaluate opportunities for water quality treatment.

Erosion Control

- Project will be disturbing more than 1 acre

- Avenue to complete SWPPP and erosion control plan. SWPPP to be updated by contractor.

Irrigation

- Impacted irrigation system will be moved parallel to roadway in similar configuration that exists now or piped in existing condition

Utilities

- Magna/SLCo will be exercising its franchise agreement with 3rd Party Utility Companies located within the roadway
- Salt Lake County will facilitate coordination with up to five (5) 3rd Party Utilities to coordinate design impacts, collect their designs to incorporate into project, coordinate timing of work. These 3rd Party Utilities include Comcast, Rocky Mountain Power, AT&T, Centracom, CenturyLink, Dominion, Avenue will support the County.
- Utility design completed by Avenue will be limited to resetting of manholes, valves and meters due to any changes in existing grade as well as relocation of any hydrants/fire line/blow-off connections and meters needing to be extended for widened cross section
- KCI will provide Level D utility data within the project limits, with up to 25 Level A test holes as the design progresses.
 - o Surveyor will collect test hole location surveys

Public Outreach

- Flyers will be delivered and website management up to the hours listed in the hours estimate
- One-on-one meetings with impacted property owners are not part of the project.

Project Delivery Assumptions:

- Design will be complete in Bentley CADD products with an export from MicroStation to AutoCAD Civil 3D format.
- Plan Set & Plan Sheets will be completed in 60 scale unless otherwise noted.
- Specifications
 - o Avenue will create Spec book for project. Avenue will assist with development of specials (assume 2 new specials) as well as limitations of operations for construction.
- Engineers Estimate and M&P
 - o Avenue will create Engineers Estimate as well as creating the M&P utilizing any standard conventions used by Magna/SLCo

Phasing

This project will be completed in two phases. The first phase will include survey, existing ROW research, and design elements for the project from kickoff to advertisement. The second phase will consist of the 4J2 Develop Right-of-Way Plans and Documents tasks. It is anticipated that the second phase will begin during the Stage 3 Plain in Hand, as the design will be advanced to accurately determine the number of parcels.

Fee Type

The fee type for this contract will be cost plus fixed fee amount as outlined in the attached cost estimate. If at any time during the project additional items are deemed necessary that differ from the contracting documents, a modification will be prepared to ensure all parties are in agreement with any necessary changes. No work will occur unless it is covered within an approved work plan and cost estimate.

UDOT CMS Contract Work Plan

Contract Number:	NEW	Mod:		Project Number:	F-2151(1)1	PIN:	16928
UDOT Primary Contact:	Kevon Ogden						
PIN Description:	8000 West; 2600 South to 3100 South - Magna						

Activity: 1V1 - KICKOFF MEETING***Task 1V1: Kickoff Meeting***

Overview: Prepare for and hold the initial project team meeting. The purpose of the meeting is to introduce team members, familiarize the team with the project, review the proposed project scope, schedule, and budget, and to commit to the project's success.

SUB TASKS:

- Develop Meeting Agenda
- Invite Meeting Attendees
- Hold Meeting
- Compile Meeting Notes
- Develop/Revise Project Communications Plan
- Develop/Revise Project Definition Document (PDD)

DELIVERABLES:

- Kickoff Meeting Agenda
- Kickoff Meeting Notes
- Project Communications Plan
- Draft Project Definition Document (PDD)

ASSUMPTIONS:

- Kickoff and Scoping will be combined into one meeting

Activity: 1B1 - DEVELOP BASE MAPPING/EXISTING SURFACE***Task 1B1: Develop Base Mapping/Existing Surface***

Overview: Obtain base mapping and topography for the entire project area.

SUB TASKS:

- Establish Survey Control (Drone and Project Control)
- Establish Geo-referenced Seed File (.dgn)
- Complete Survey Control Plan Sheets
- Perform Topographical Survey of Existing Features in Project Area
- Georeferenced drone aerial imagery
- Develop Base Mapping
- Develop DTM of the Existing Surface
- Determine Extent of Additional Surveying Needs

- Develop Additional Base Mapping and DTM
- Complete Base Mapping File Certification
- Provide Original Field Data
- Perform QC Review

DELIVERABLES:

- Survey Control Sheet (includes .dgn and .pdf files)
- Base Mapping (includes .dgn file)
- Additional Base Mapping
- Base Mapping File Certification
- Original Field Data
- Georeferenced drone aerial imagery
- QC Documentation

ASSUMPTIONS:

- Limits of survey will be from 3100 South to just north of Riter Canal. Survey will ~~pick up~~include entire roadway to back of walk.
- No level B utility surveying will be required
- 25 Quality Level A Test Holes will be surveyed
- Sewer and storm drain inverts will be surveyed

Activity: 1J1 - IDENTIFY EXISTING RIGHT-OF-WAY

Task 1J1: Identify Existing Right-of-Way

Overview: Identify existing Right-of-Way (ROW) along the project and adjacent ownerships.

SUB TASKS:

- Research existing corridor ROW and west side property boundaries from 3100 South to Thoreau Drive, east half of 8000 West from Thoreau Drive to just north of Riter Canal
- Use SL County GIS parcel shape data for remainder of parcels within Project Area not needing parcel acquisition or temporary easements
- Develop Existing ROW Mapping and MicroStation Files
- Develop Property Spreadsheet
- Identify Potential Impacts
- Perform QC Review

DELIVERABLES:

- Existing ROW MicroStation File (ex_row.dgn)
- Property Owner Spreadsheet
- QC Documentation

ASSUMPTIONS:

- 33 parcels will be researched and plotted for possible ROW impacts
- All other parcels are assumed to not be impacted and will be plotted from GIS data

Activity: 1Q1 - ASSESS EXISTING DRAINAGE CONDITIONS

Task 1Q1: Assess Existing Drainage Conditions

Overview: Review existing conditions and develop recommendations for improvements.

SUB TASKS:

- Obtain As-Built Info
- Conduct Drainage Conditions Field Review
- Coordinate with Maintenance Team
- Develop Drainage Design Criteria
- Recommend Drainage Improvements
- Estimate Drainage Improvements Costs
- Provide Preliminary Drainage Summary for Scoping Meeting
- Perform QC Review

DELIVERABLES:

- Preliminary Drainage Summary
- QC Documentation

Activity: 1R1 - DEVELOP ROADWAY SCOPE***Task 1R1: Develop Roadway Scope***

Overview: Determine the preliminary project footprint.

SUB TASKS:

- Assess Existing Conditions
- Develop Strategy to Address Deficiencies
- Review Multi-Modal Needs
- Develop Preliminary Typical Section
- Determine Preliminary Project Footprint
- Prepare Preliminary Project Footprint Review Drawing
- Develop Preliminary Roadway Cost Estimate
- Perform QC Review

DELIVERABLES:

- Preliminary Footprint Review Drawing
- Preliminary Roadway Cost Estimate
- QC Documentation

Activity: 1T1 - ASSESS CAPACITY & SAFETY NEEDS***Task 1T1: Assess Capacity and Safety Needs***

Overview: Develop recommended intersection lane configurations and storage lengths. Update travel model to reflect recent development and to ensure consistency with long-range land use and transportation plans. Assess the change in traffic volumes and roadway level of service based on speed limit changes to 8000 West.

SUB TASKS:

- Review Crash Data/OSR
- Obtain roadway and intersection traffic counts
- Update WFRC travel model in the general study area
- Develop future build traffic volumes
- Perform intersection analyses

- Coordinate with Local Agencies and Identify Safety Concerns
- Perform QC Review

DELIVERABLES:

- Recommended lane configurations and storage lengths
- Letter summarizing the anticipated effect of the speed limit change from 40mph to 35mph to traffic volumes and roadway performance

ASSUMPTIONS:

- Up to two 48-hour traffic counts on 8000 West will be performed by the County
- Three AM and PM peak hour intersection counts will be performed by Avenue or its contractor at:
 - o 2820 South & 8000 West
 - o 2700 South & 8000 West
 - o 3100 South & 8000 West

Activity: 1Y1 - DEVELOP PROJECT DESIGN CRITERIA (PDC)

Task 1Y1: Develop Project Design Criteria (PDC)

Overview: Develop the Project Design Criteria (PDC).

SUB TASKS:

- Develop PDC
- Perform QC Review
- Coordinate with Region Preconstruction Engineer for PDC Approval

DELIVERABLES:

- PDC Form
- QC Documentation
- Signed PDC Form

ASSUMPTIONS:

- Speed limit of 8000W will be lowered to 35MPH to accommodate 11 foot travel lanes with an 11 foot turn lane at intersections and 6 foot bike lanes in each direction.

Activity: 1Y2 - PREPARE/COMPILE SCOPING REVIEW PACKAGE

Task 1Y2: Prepare/Compile Scoping Review Package

Overview: Prepare and compile all discipline review materials to produce the Scoping Review Package.

SUB TASKS:

- Compile Initial Total Project Cost Estimate
- Prepare Scoping Review Package
- Schedule Maintenance/Preconstruction Site Visit
- Conduct Maintenance/Preconstruction Site Visit
- Address Maintenance/Preconstruction Site Visit Comments
- Compile Project Definition Document (PDD)
- Perform QC Review

DELIVERABLES:

- Scoping Review Package

- Project Definition Document (PDD)
- QC Documentation

ASSUMPTIONS:

- None

Activity: 1V2 - SCOPING MEETING

Task 1V2: Scoping Meeting

Overview: This meeting is to develop a clear project scope, schedule, and budget to which all team members agree. Renew commitments so they all concur with the new scope, schedule, and budget. Identify any changes to the initial first cut geometry and all ensuing alterations to other disciplines based on those modifications. Review, negotiate, and set MS Project durations.

SUB TASKS:

- Prepare Meeting Agenda
- Distribute Review Material
- Hold Meeting
- Compile Meeting Notes
- Develop Risk Register
- Develop Mitigation Strategies
- Revise PDD
- Review/Update MS Project Schedule
- Set Internal PE Budget
- Finalize the PDD for Signature

DELIVERABLES:

- Scoping Meeting Agenda
- Scoping Review Material
- Scoping Meeting Notes
- Risk Register
- Mitigation Strategies
- Revised Project Scope, Schedule, and Budget
- Internal Preconstruction Engineering (PE) Budget
- Project Definition Document

ASSUMPTIONS:

- Kickoff and Scoping will be combined into one meeting

Activity: 2Q1 - DEVELOP INITIAL DRAINAGE DESIGN

Task 2Q1: Develop Initial Drainage Design

Overview: Develop preliminary drainage design.

SUB TASKS:

- Perform Hydrologic Analysis
- Perform Hydraulic Analysis
- Develop Preliminary Drainage Layout
- Develop Preliminary Water Quality and Flood Control Features

- Develop Preliminary Irrigation Layout
- Conduct Conflict Analysis
- Coordinate with Roadway Design Team
- Coordinate with Survey Team
- Coordinate with Utilities Team
- Develop Preliminary Drainage Cost Estimate
- Perform QC Review

DELIVERABLES:

- Initial Drainage Design Layout (for Initial Roadway Model 2R1)
- Preliminary Drainage Cost Estimate
- QC Documentation

Activity: 2R1 - MODEL INITIAL ROADWAY DESIGN

Task 2R1: Model Initial Roadway Design

Overview: Determine the recommended horizontal and vertical alignments by developing the initial roadway model.

SUB TASKS:

- Site Visit with Maintenance Representative
- Determine Recommended Horizontal and Vertical Alignments
- Develop Initial Roadway Model
- Analyze Roadway Design
- Prepare Recommended Alignments Review Drawing
- Submit Design Exceptions, Design Waivers, and Deviation from Standards Forms
- Update Roadway Cost Estimate
- Perform QC Review

DELIVERABLES:

- Maintenance/Preconstruction Site Visit
- Recommended Alignments Review Drawing
- Design Exceptions, Design Waivers, and Deviation from Standards Forms (if necessary)
- Roadway Cost Estimate
- QC Documentation

ASSUMPTIONS:

- Roadway modeling will be limited to minor pavement widening to accommodate the additional pavement width and curb/gutter and sidewalk improvements.

Activity: 2U1 - UTILITY & RAILROAD IDENTIFICATION

Task 2U1: Utility and Railroad Identification

Overview: Begin this activity as soon as possible. Early utility and railroad identification and coordination are critical to the success of the project. Identify all utility and railroad companies and complete an accurate depiction of existing utility facilities within the project limits.

SUB TASKS:

- Identify Utility and Railroad Companies within Project Limits
- Notify Utility Companies of Project and Send Overview Files

- Request Utility Records/Plans
 - § Assuming up to nine (9) Utility Companies
- Hold Utility Scoping Meeting with Utility Companies (as needed)
- Coordinate with Survey Team
- Develop Sub Surface Utility Engineering (SUE) Level B, C, and D
- Evaluate Potential Betterments and Right-of-way needs
- Review Horizontal Location with Utility Owner
- Issue Authorization for Design Expenditures
- Perform QC Review

DELIVERABLES:

- Utility and Railroad Companies Contact List
- Depiction of Utility Facilities/Subsurface Utility Engineering (SUE) Level B, C, and D
- Authorization for Design Expenditures
- QC Documentation

ASSUMPTIONS:

- Assuming up to nine (9) Utility Companies
- Assuming all Utility Companies can be Contacted and Identified

Activity: 2Y1 - PREPARE/COMPILE GEOMETRY REVIEW PACKAGE

Task 2Y1: Prepare/Compile Geometry Review Package

Overview: Compile project cost estimate and all discipline deliverables into one Geometry Review Package.

SUB TASKS:

- Compile Project Cost Estimate
- Review PDC
- Prepare Geometry Review Package
- Perform QC Review

DELIVERABLES:

- Geometry Review Package
- QC Documentation

ASSUMPTIONS:

- One Geometry Review Package

Activity: 2V1 - GEOMETRY REVIEW MEETING

Task 2V1: Geometry Review Meeting

Overview: This meeting is to review the recommended roadway alignments consistency, accuracy, and constructability within the project scope and discuss available funding.

SUB TASKS:

- Prepare Meeting Agenda
- Distribute Review Package
- Hold Meeting

- Compile Meeting Notes
- Update the PDD
- Compile Geometry Review Comments and Submit Initial Dispositions and Responses

DELIVERABLES:

- Geometry Review Meeting Agenda
- Geometry Review Package
- Geometry Review Meeting Notes
- Geometry Review Comment Resolution

ASSUMPTIONS:

- One Geometry Review Meeting

Activity: 3Q1 - COMPLETE DRAINAGE DESIGN

Task 3Q1: Complete Drainage Design

Overview: Complete design of the roadway drainage and open channel drainage features.

SUB TASKS:

- Address Geometry Review Comments
- Finalize Hydraulic Analysis
- Complete Storm Inlet Design
- Complete Storm Drain Design
- Complete Culvert Design
- Complete Irrigation Design
- Complete Water Quality Design
- Identify Potential Design Conflicts
- Prepare Preliminary Drainage Plan and Profile Sheets
- Update Drainage Cost Estimate
- Perform QC Review

DELIVERABLES:

- Drainage Design
- Preliminary Drainage Plan and Profile Sheets
- Drainage Cost Estimate
- QC Documentation

Activity: 3R1 - COMPLETE ROADWAY DESIGN

Task 3R1: Complete Roadway Design

Overview: Finalize the roadway model and design. Modify the design based on reviewer comments and continued coordination with project team members. Modify the design as necessary to include other discipline needs like drainage facilities, utilities, signal, signs, and ATMS. Create preliminary roadway plan sheets.

SUB TASKS:

- Assess Geometry Review Comments
- Coordinate with Project Team Members
- Complete Roadway Design

- Develop Preliminary Roadway Plan and Profile Sheets
- Develop Preliminary Typical Section Plan Sheets
- Submit Design Exceptions, Design Waivers, and Deviation from Standards Forms for Approval (if necessary)
- Update Roadway Cost Estimate
- Perform QC Review

DELIVERABLES:

- Preliminary Roadway Plan and Profile Sheets
- Preliminary Typical Section Plan Sheets
- Design Exceptions, Design Waivers, and Deviation from Standards Forms (if necessary)
- Roadway Cost Estimate
- QC Documentation

ASSUMPTIONS:

- None

Activity: 3R2 - COMPLETE SIGNING AND STRIPING DESIGN

Task 3R2: Complete Signing and Striping Design

Overview: Using the roadway model as a guide, develop the signing and striping design for the project. Develop preliminary signing and striping plan sheets.

SUB TASKS:

- Develop Signing and Striping Design
- Create Preliminary Signing and Striping Plan Sheets
- Produce Cross-Section to Determine Vertical Clearance
- Determine Barrier Needs/Foundation Protection
- Obtain Closure Approvals (if necessary)
- Develop Signing and Striping Cost Estimate
- Perform QC Review
- Obtain State and Region Approval

DELIVERABLES:

- Preliminary Signing and Striping Plan Sheets
- Overhead Sign Locations (as necessary)
- Signing and Striping Cost Estimates
- QC Documentation
- Region and State Approvals (as necessary)

ASSUMPTIONS:

- No MOT plans will be required

Activity: 3R3 - COMPLETE SIGNAL AND LIGHTING LAYOUT DESIGNS

Task 3R3: Complete Signal and Lighting Layout Designs

Overview: Complete the signal layout design according to the UDOT Design of Signalized Intersections Manual. Create preliminary signal plan sheets. Develop the lighting design according to the AASHTO Roadway Lighting Design Guide. Create preliminary plan sheets.

SUB TASKS:

- Identify Existing Signal Infrastructure and Equipment
- Develop Existing Signal File
- Identify Signal Requirements
- Perform Site Visit
- Layout Signal Design
- Create Preliminary Signal Plan Sheets
- Identify Lighting Requirements
- Assist PM to Develop Cooperative Agreement
- Develop Signal and/or Lighting Estimate
- Perform QC Review
- Obtain Signal and/or Lighting Design Acceptance

DELIVERABLES:

- Preliminary Signal Plan Sheets
- Cooperative Agreements (if applicable)
- Request for ROW or Additional Discipline Adjustments
- Signal Cost Estimate
- QC Documentation

ASSUMPTIONS:

- The only lighting locations will be at signalized intersections

Activity: 3U1 - IDENTIFY POTENTIAL UTILITY CONFLICT***Task 3U1: Identify Potential Utility Conflicts***

Overview: Identify potential utility conflicts through coordination with utility owners and designers. Obtain preliminary relocation costs from utility owners.

SUB TASKS:

- Evaluate Potential Utility Conflicts
- Coordinate Utility Information Meetings
- Hold Utility Information Meetings
- Identify Utility companies included in county franchise agreements
- Perform QC Review

DELIVERABLES:

- Preliminary Utility Conflict Matrix/Summary
- Initial Utility Company Cost Estimate(s)
- QC Documentation

ASSUMPTIONS:

- Salt Lake County will lead Utility efforts with Avenue as support

Activity: 3U2 - INITIAL DESIGN UTILITY COORDINATION***Task 3U2: Initial Design Utility Coordination***

Overview: Conduct a utility design meeting to facilitate relocation solutions. Facilitate the development of utility owner relocation plans.

SUB TASKS:

- Re-evaluate Utility Conflicts
- Hold Utility Design Meetings
 - Assuming up to nine (9) Utility Companies
- Request Utility Company Plans, Limitations, and Requirements
- Re-evaluate Potential Betterments and Right-of-way needs
- Perform QC Review

DELIVERABLES:

- Revised Utility Conflict Matrix/Summary
- Utility Company Plans, Schedules, and Cost Estimates Requested
- QC Documentation

ASSUMPTIONS:

- County Will Help Identify Companies under Existing Franchise Agreement

Activity: 3U3 - IDENTIFY UTILITY DEPTH (SUE LEVEL A)***Task 3U3: Identify Utility Depth (SUE Level A)***

Overview: Use the Utility Conflict Matrix Summary to determine specific locations where vertical information could be used to avoid existing utility facility conflicts or assist utility companies design relocation plans.

SUB TASKS:

- Coordinate Testhole Request with Roadway and Drainage
- Coordinate with SUE Consultant for SUE Level A Exploration of Existing Utilities
- Review SUE Level A MicroStation File
- Verify SUE Mapping File Certification

DELIVERABLES:

- SUE Level A ExUtility File
- SUE Mapping File Certification
- Updated Testhole Matrix
- Testhole Data Sheets

ASSUMPTIONS:

- KCI will complete this work

Activity: 3U4 - COMPLETE UTILITY AND RAILROAD DESIGNS***Task 3U4: Complete Utility Designs***

Overview: Complete utility relocation designs for all utility relocations for which UDOT is responsible. Develop; preliminary utility relocations plan sheets and cost estimate.

SUB TASKS:

- Coordinate with Project Team Members
- Complete Utility Relocation Design
- Develop Preliminary Utility Plan Sheets
- Coordinate with Utility Owners and Municipalities

- Develop Utility Cost Estimates
- Perform QC Review

DELIVERABLES:

- Preliminary Utility Relocation Plan Sheets
- Utility and Relocation Cost Estimates
- QC Documentation

ASSUMPTIONS:

- Salt Lake County Utility Franchise agreements will be utilized.
- 3rd Parties will design their own relocations (except manhole reconstructs).

Activity: 3Y1 - PREPARE/COMPILE PLAN-IN-HAND REVIEW PACKAGE

Task 3Y1: Prepare/Compile Plan-in-Hand Review Package

Overview: Compile Geometry Review comment resolution form, project cost estimate, and all discipline deliverables into one Plan-in-Hand review package.

SUB TASKS:

- Finalize Geometry Review Comment Resolution Form
- Determine Traffic Control Restrictions
- Review PDC
- Update Project Cost Estimate
- Prepare Plan-In-Hand Review Package
- Perform QC Review

DELIVERABLES:

- Geometry Review Comment Resolution Form
- Plan-in-Hand Review Package
- QC Documentation

ASSUMPTIONS:

- Salt Lake County to provide traffic control restrictions
- No user costs calculations are anticipated

Activity: 3V1 - PLAN-IN-HAND REVIEW MEETING

Task 3V1: Plan-in-Hand Review Meeting

Overview: The Plan-in-hand review is the review of all major roadway, hydraulic, drainage, ITS, utility, geotechnical, and ROW designs. The meeting should include reviews of available funding, along with design consistency, accuracy, and constructability within the project scope.

SUB TASKS:

- Prepare Meeting Agenda
- Distribute Review Package
- Hold Meeting
- Compile Meeting Notes
- Compile Plan-In-Hand Review Comments and Submit Initial Dispositions and Responses

DELIVERABLES:

- Plan-in-Hand Meeting Agenda
- Plan-in-Hand Review Package
- Plan-in-Hand Meeting Notes
- Plan-in-Hand Review Comment Resolution Form

ASSUMPTIONS:

- One Plan-in-Hand Review Meeting

Activity: 4J1 - IDENTIFY RIGHT-OF-WAY NEEDS

Task 4J1: Identify Right-of-Way Needs

Overview: Coordinate with the project team to identify all ROW acquisitions and update the Property Owner Spreadsheet with projected dates for delivery to begin acquisition.

SUB TASKS:

- Identify Parcels for Acquisition
- Update ROW Estimate
- Perform QC Review

DELIVERABLES:

- Updated Property Owner Spreadsheet w/ Dates for Delivery
- Updated ROW Estimate
- QC Documentation

ASSUMPTIONS:

- Three parcels near 2820 South will be impacted by separate project and not included with this project

Activity: 4P1 - REVISE/IMPLEMENT PUBLIC INVOLVEMENT PLAN

Task 4P1: Revise/Implement Public Involvement Plan

Overview: Enhance or implement the project's PI plan to prepare for design based on the project needs. Activities during this phase set the stage for efficient and effective public outreach.

SUB TASKS:

- Develop PI Plan
- Develop Project Branding
- Build Stakeholder Database
- Set up/Maintain Project Email/Hotline/Database
- Develop and Distribute Project Outreach Materials
- Internal PI Coordination Meetings
- Canvass Corridor to Collect Contact Info, Distribute Project Materials
- Develop and Mail Property Owner Postcard
- Provide Updates to Magna Township Elected Officials
- Compile PI Summary Report

DELIVERABLES:

- PI Plan
- Project Branding

- Stakeholder Database
- Outreach Materials (flyer, postcard, meeting boards)
- PI Summary Report

ASSUMPTIONS:

- A website will not be developed for this project
- This scope does not include construction support.
- 2 team members will canvass the corridor up to 2 times to gather contact information, drop off flyers
- 2 team members will attend up to two Magna Township meetings to update elected officials and community members on the project
- Postcard mailer will be sent only to impacted property owners on the corridor
- Will prepare copy and graphics for up to 3 flyers/social media posts/email updates, to go out at project kickoff, prior to and during ROW acquisition, and at project end

Activity: 4Q1 - COMPLETE DRAINAGE PLAN SHEETS & DOCUMENTS

Task 4Q1: Complete Drainage Plan Sheets and Documents

Overview: Revise the drainage design based on the plan-in-hand review. Complete drainage plan set and documents. Finalize the drainage report.

SUB TASKS:

- Address Plan-In-Hand Review Comments
- Revise Drainage Design
- Complete Drainage Plan and Profile Sheets
- Complete Drainage Detail Sheets
- Complete Drainage Summary Sheets
- Complete Erosion Control Design
- Complete Erosion Control Plan Sheets
- Complete Erosion Control Summary Sheets
- Finalize Drainage Cost Estimate
- Complete Drainage Project Documents
- Complete SWPPP
- Complete Drainage Report
- Perform QC Documentation

DELIVERABLES:

- Drainage Plan Sheets
- Erosion Control Plan Sheets
- Drainage Cost Estimate
- Drainage Project Documents
- SWPPP
- Drainage Report
- QC Documentation

Activity: 4R1 - COMPLETE ROADWAY PLANS & DOCUMENTS

Task 4R1: Complete Roadway Plans and Documents

Overview: Following UDOT Plan Sheet Development Standards, complete the roadway plan and profile sheets and create roadway plan summaries, details, and additional plan sheets. Prepare and assemble roadway project documents. Finalize roadway cost estimate.

SUB TASKS:

- Address Plan-In-Hand Review Comments
- Finalize Roadway Design
- Complete Roadway Plan and Profile Sheets
- Complete Typical Section Sheets
- Complete Roadway Detail Sheets
- Complete Grading Plan Sheets
- Complete Roadway Summary Sheets
- Finalize Roadway Cost Estimate
- Enter Roadway Cost Estimate into PDDBS
- Develop Roadway Project Documents
- Perform QC Review

DELIVERABLES:

- Roadway Plan and Profile Sheets
- Roadway Cost Estimate
- Roadway Project Documents
- QC Documentation

ASSUMPTIONS:

- None

Activity: 4R2 - COMPLETE SIGNING AND STRIPING PLANS & DOCUMENTS

Task 4R2: Complete Signing and Striping Plans and Documents

Overview: Following UDOT CADD Standards and UDOT Plan Sheet Development Standards, finalize the signing and striping plan set and create summary sheets. Prepare and assemble the signing, striping, project documents, including measurement and payment, special provisions, A&D, and final cost estimate.

SUB TASKS:

- Address Plan-In-Hand Review Comments
- Finalize Signing and Striping Design
- Complete Signing and Striping Plan Sheets
- Complete Signing and Striping Detail Sheets
- Complete Signing and Striping Summary Sheets
- Finalize Signing, Striping, Cost Estimate
- Enter Signing, Striping, and Estimate into PDDBS
- Develop Signing and Striping Project Documents
- Perform QC Review
- Obtain Overhead Sign Approval

DELIVERABLES:

- Signing and Striping Plan Sheets
- Signing and Striping Cost Estimates

- Signing, Striping Project Documents
- QC Documentation
- Overhead Sign Approval

ASSUMPTIONS:

- MOT sheets are not part of this project

Activity: 4R3 - COMPLETE SIGNAL AND LIGHTING PLANS & DOCUMENTS

Task 4R3: Complete Signal and Lighting Plans and Documents

Overview: Following UDOT CADD Standards and UDOT Plan Sheet Development Standards and using templates found on the UDOT Signal and Lighting Design website, complete the signal and lighting plan sheets.

SUB TASKS:

- Address Plan-In-Hand Review Comments
- Finalize Signal Layout Design
- Complete Signal Plan Sheets
- Complete Signal Circuit Design and Sheets
- Complete Signal Schedule Sheets
- Complete State Furnished Material Order Form (if applicable)
- Finalize Lighting Layout Design
- Complete Lighting Plan Sheets
- Complete Lighting Detail Sheets
- Complete Lighting Schedule Sheets
- Finalize Signal and Lighting Cost Estimates
- Develop Signal and Lighting Project Documents
- Perform QC Review
- Obtain Signal and Lighting Design Approval from County

DELIVERABLES:

- Signal Plan Sheets
- Lighting Plan Sheets
- Signal and Lighting Quantities and Schedules
- Signal and Lighting Cost Estimates
- Signal and Lighting Project Documents
- QC Documentation
- Signal and Lighting Design Approval

ASSUMPTIONS:

- Salt Lake County to Identify Specific Signal Needs
- Limited Signal Design
 - o Assuming One signal and One School Zone with up to Four Crosswalks
- County will want to Utilize State Furnished Materials order form

Activity: 4U1 - FINAL DESIGN UTILITY COORDINATION

Task 4U1: Final Design Utility Coordination

Overview: Final coordination with utility owners and provide guidance and information to complete utility relocation plans. Hold a meeting to resolve any remaining conflicts and prepare for the construction stage.

SUB TASKS:

- Prepare and Send Utility Conflicts to Companies
- Hold Final Utility Design Meetings
- Review Utility Company Plans, Requirements, and Limitations
- Incorporate Specific Company Requirements and Relocations
- Finalize Utility Relocation Design
- Coordinate Utility Detail Sheets with Municipalities
- Incorporate Existing Utility File and SUE Testhole Data into plans
- Update Utility Conflict Matrix

DELIVERABLES:

- Utility Company Plans, Schedules, and Cost Estimates
- Utility Conflict Matrix

ASSUMPTIONS:

Salt Lake County to complete utility coordination, Avenue to support

Activity: 4U2 - PREPARE & OBTAIN UTILITY AND RAILROAD AGREEMENTS/PERMITS

Task 4U2: Prepare and Obtain Utility and Railroad Agreements and Permits

Overview: Prepare and obtain Individual Utility Agreements, Cooperative Agreements, Construction and Maintenance Agreement, and Permits required for project advertisement and construction.

SUB TASKS:

- Finalize Utility Coordination of Conflicts and Relocations
- Incorporate Utility Coordination special notes and requirements
- Coordinate and Prepare Coop, City, and District Agreements
- Provide Authorization to Proceed with Work for Utility Companies
 - o For up to two (2) regular Relocation Agreements
- Prepare Shotgun Estimate
 - o Assuming up to two (2) regular Relocation Agreements
- Perform QC Review

DELIVERABLES:

- Final Utility Conflict Matrix
- Shotgun Estimate (if needed)
- Up to Two Executed Individual Utility Agreements
- Executed Cooperative Agreements with Municipalities and service Districts
- Wireline, Pipeline, and License Applications
- Authorizations to Proceed with Work for Utility Companies
- QC Documentation

ASSUMPTIONS:

- Salt Lake County Utility Franchise agreements exist and will be utilized.
- UDOT will be responsible for review and signature of any agreements including legal review and resolutions necessary.

- No agreements with railroad companies.
- 3rd Party costs will not be required for Engineer's Estimate.
- Relocation Agreement Exhibits are not needed.

Activity: 4U3 - COMPLETE UTILITY & RAILROAD PLANS & DOCUMENTS

Task 4U3: Complete Utility Plans and Documents

Overview: Complete utility plans and documents.

SUB TASKS:

- Address Plan-In-Hand Review Comments
- Complete Utility Relocation Plan Sheets
- Complete Utility Relocation Detail Sheets
- Complete Utility Relocation Summary Sheets
- Finalize Utility and Relocation Costs
- Develop Utility Relocation Project Documents
- Coordinate with Utility Companies and finalize specifications, Limitations, and Betterments
- Incorporate Utility Requirements into Plan Sheets and Details
- Review and update 3rd party utility conflicts on utility plans
- Perform QC Review

DELIVERABLES:

- Utility Relocation Plan and Detail Sheets
- Utility & Relocation Cost Estimates
- Utility Relocation Project Documents
- QC Documentation

ASSUMPTIONS:

- Salt Lake County will be responsible for coordination with utility companies, Avenue to provide a support role.
- Salt Lake County Utility Franchise agreements exist and will be utilized.
- 3rd Party costs are not needed for project Engineer's Estimate.
- Coordination with 3rd parties is limited to identifying "by other" work and conflicts in plans.

Activity: 4Y1 - PREPARE/COMPILE PS&E REVIEW PACKAGE

Task 4Y1: Prepare/Compile PS&E Review Package

Overview: Compile Plan-in-Hand comment resolution form, project cost estimate, and all discipline deliverables into one PS&E review package.

SUB TASKS:

- Finalize Plan-In-Hand Review Comment Resolutions Form
- Update Project Cost Estimate
- Prepare PS&E Review Package
- Perform QC Review

DELIVERABLES:

- Plan-in-Hand Review Comment Resolution form

- PS&E Review Package
 - Project Cost Estimate
 - Special Provisions
 - Plan Set Sheets
 - Draft SWPPP Package for Construction
 - Draft Final Structure Acceptance
 - Draft ROW Certification
 - Draft Traffic and Safety Certification
 - Draft Utility Certification
 - Environmental Permits (if available)
- QC Documentation

ASSUMPTIONS:

- One PS&E Review Package

Activity: 4V1 - PLANS, SPECIFICATIONS & ESTIMATE (PS&E) REVIEW MEETING

Task 4V1: Plans, Specifications, & Estimate (PS&E) Review Meeting

Overview: The purpose of this meeting is to ensure that the elements provided in the plan sheets and advertising documents are consistent with the project scope and available funding requirements. The meeting should include reviews to determine consistency, accuracy, and constructability.

SUB TASKS:

- Prepare Meeting Agenda
- Distribute Review Package
- Hold Meeting
- Compile Meeting Notes
- Compile PS&E Review Comments and Submit Initial Dispositions and Responses

DELIVERABLES:

- PS&E Meeting Agenda
- PS&E Review Package
- PS&E Meeting Notes
- PS&E Review Comment Resolution Form

ASSUMPTIONS:

- One PS&E review meeting

Activity: 5U1 - DELIVER UTILITY CERTIFICATION

Task 5U1: Deliver Utility Certification

Overview: Complete and issue the Utility Certification for advertisement.

SUB TASKS:

- Provide supporting documents as required for Utility certification
- Issue Utility Certification

DELIVERABLES:

- Utility Certification

ASSUMPTIONS:

- SLCO to obtain utility clearances, Avenue to support within budgeted hours

Activity: 5V1 - COMMENT RESOLUTION REVIEW MEETING***Task 5V1: Comment Resolution Review Meeting***

Overview: This meeting is to review the final comment resolution form. All comment resolutions are addressed by the respective review at the completion of this activity. There are no plan reviews other than spot checks of proper comment incorporation.

SUB TASKS:

- Invite Meeting Attendees
- Hold Meeting
- Revised Final Comment Resolution Form (if needed)
- Provide Revised Plan Sheets
- Provide Revised Specifications
- Assure All QC Documentation is Loaded into ProjectWise

DELIVERABLES:

- Final Comment Resolution Form
- Revised Plan Sheets and Documents (as needed)
- QC Documentation

ASSUMPTIONS:

- One comment resolution meeting

Activity: 5Y1 - INCORPORATE PS&E REVIEW COMMENTS**Task 5Y1: Incorporate PS&E Review Comments**

Overview: Make revisions based on comments made during PS&E Review (4V1).

SUB TASKS:

- Address and Incorporate PS&E Review Comments
- Revise Project Cost Estimate
- Perform QC Review
- Revise Plans and Project Documents (if needed)
- Compile Advertising Plans and Project Documents

DELIVERABLES:

- Final Comment Resolution Form
- Final Project Cost Estimate
- QC Documentation
- Final Plan Set and Project Documents

ASSUMPTIONS:

- None

Activity: 5Z1 - PROJECT MANAGEMENT

Task 5Z1: Project Management

Overview: This activity is for the Project Manager oversight of the project through the entire design phase. This task also includes hours necessary for team meetings (outside of milestone meetings).

SUB TASKS:

- Facilitate Coordination Between Disciplines
- Schedule and Attend Team Meetings and Facilitate Meeting Notes
- Update/Review Schedule in MS Project
- Review/Process Consultant Invoices
- Contract Modifications

DELIVERABLES:

- Team Meetings and Meeting Notes
- Updated Project Schedule
- Processed Invoices

ASSUMPTIONS:

- None

UDOT CMS Staffing Plan

Contract Number:	NEW	Mod:		Project Number:	F-2151(1)1	PIN:	16928
UDOT Primary Contact:	Kevon Ogden						
PIN Description:	8000 West; 2600 South to 3100 South - Magna						

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date	Key
CHRISTENSEN, JEREMY	PROJECT MANAGER TRANSPORTATION	BS	UT-375045-2202	110	\$103.37	\$109.49	NTP	Y
HOOPER, IVAN	TRANSPORTATION GROUP MANAGER	BS	UT-343657-2202	6	\$88.46	\$88.46	NTP	
YATES, CRAIG	PROFESSIONAL LAND SURVEYOR	BS	UT-5398429-2201	134	\$80.77	\$85.14	NTP	
SHEWELL, BRIAN	DRAINAGE DESIGN LEAD	BS IN CIVIL ENG	UT-354263-2202	154	\$76.92	\$79.65	NTP	
KOLLER, RYAN	PROFESSIONAL ENGINEER	MS	UT-9012305-2202	242	\$74.52	\$79.46	NTP	
TOMTEN, BLAIR	PROFESSIONAL ENGINEER	BS	UT-8847040-2202	64	\$71.25	\$73.09	NTP	
HERBST, MICHAEL	PROFESSIONAL LAND SURVEYOR	ASSOCIATE	UT-5046930-2201	40	\$62.98	\$65.02	NTP	
ELDRIDGE, ROBERT	PLANNER	BACHELOR		24	\$56.73	\$59.95	NTP	
ADAMS, STACEE	PUBLIC INVOLVEMENT	BACHLORS DEGREE		103	\$53.85	\$53.85	NTP	
TAYLOR, SPENCER	PROFESSIONAL ENGINEER	BS	UT-11401509-2202	404	\$48.56	\$50.35	NTP	
ORAM, JUD	TRANSPORTATION DESIGN ENGINEER	BS IN CIVIL ENGINEERING		428	\$44.71	\$46.30	NTP	
PITCHER, ADAM	GRAPHICS DESIGNER			40	\$45.19	\$46.27	NTP	
DOAK, TUCKER	UTILITIES COORDINATOR			68	\$43.27	\$46.09	NTP	
HERBST, RYAN	SURVEY TECH			134	\$44.23	\$45.71	NTP	
LOPEZ, ISAAC	SURVEY TECH			90	\$43.27	\$45.53	NTP	
PHILLIPS, LAUREN	EIT	BS		632	\$43.27	\$43.27	NTP	
WILEY, JAKE	SURVEY TECH			120	\$41.35	\$41.35	NTP	
RUNA, FERDOUSY	TRAFFIC ENGINEER	MASTERS		12	\$40.87	\$40.87	NTP	
MADSEN, CELESTE	ADMINISTRATIVE ASSISTANT			10	\$35.10	\$34.74	NTP	

UDOT CMS Staffing Plan

Contract Number:	NEW	Mod:		Project Number:	F-2151(1)1	PIN:	16928
UDOT Primary Contact:	Kevon Ogden						
PIN Description:	8000 West; 2600 South to 3100 South - Magna						

DOW, SHADOW	PUBLIC INVOLVEMENT COORDINATOR	BA		161	\$30.29	\$32.21	NTP	
BEAVER, MADELINE	SURVEY TECHNICIAN			20	\$31.25	\$32.10	NTP	

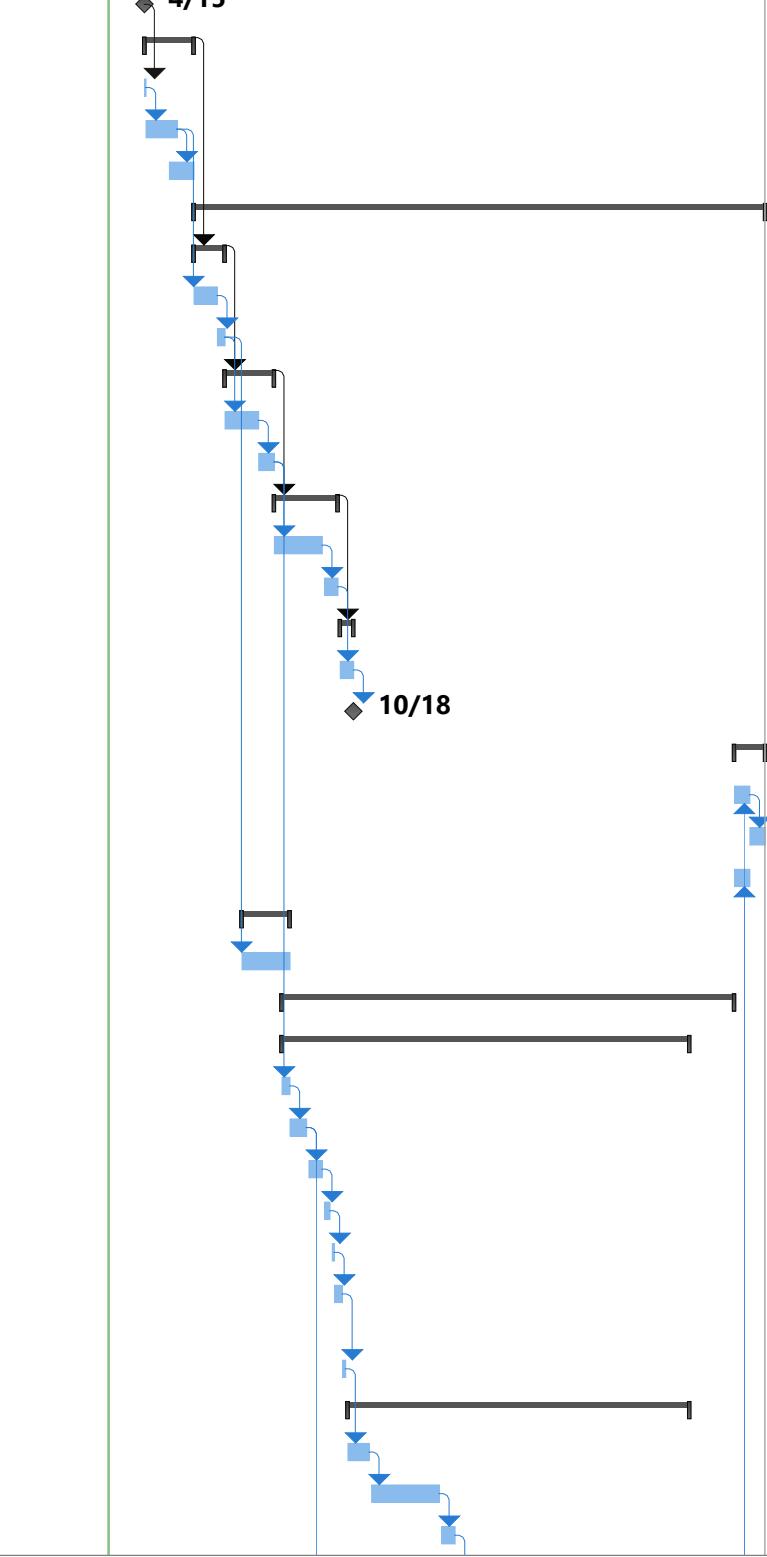
Total Hours for AVENUE CONSULTANTS: 2,996

Pay Rate Variance Explanation

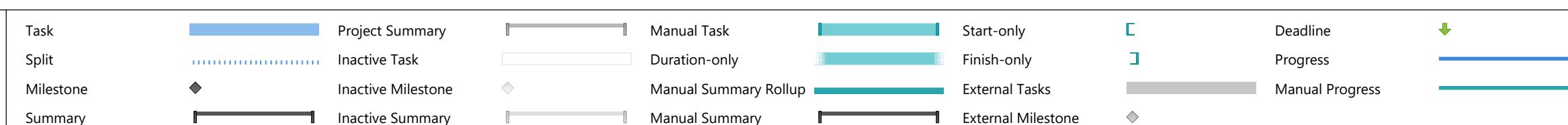
The pro-rated rate is based on their salary increase date, whenever is based on a yearly anniversary per start day of employee. Below is an estimated increase percentage calculated based on their start date and a 7% annual increase.

Koller, Ryan	6.63%	Tomten, Blair	2.58%	Shewell, Brian	3.55%	Christensen, Jeremy				
5.92% Oram, Jud	3.56%	Taylor, Spencer	3.69%	Yates, Craig	5.41%	Lopez, Isaac	5.22%	Herbst, Mike	3.24%	Herbst, Ryan
3.35% Beaver, Madeline	2.72%	Doak, Tucker	6.52%	Dow, Shadow	6.34%	Madsen, Celeste	6.27%	Eldredge, Rob	5.68%	

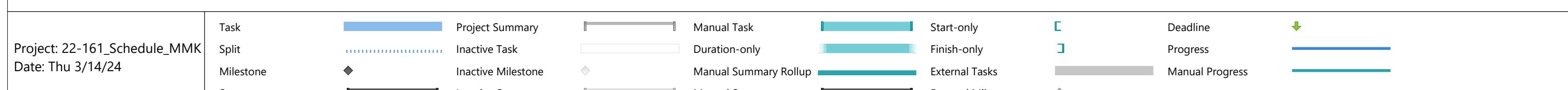
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Half 2, 2023				Half 1, 2024				Half 2, 2024				Half 1, 2025						
								M	J	S	N	M	J	S	N	J	S	N	M	J	S	N	M	J	S	N
1			NTP (PHASE 1)	0 days	Mon 4/15/24	Mon 4/15/24																				
2			Kickoff/Scoping	31 days	Mon 4/15/24	Tue 5/28/24																				
3			Kickoff meeting/Project setup	1 day	Mon 4/15/24	Mon 4/15/24	1																			
4			Survey/ExROW Mapping	20 days	Tue 4/16/24	Mon 5/13/24	3																			
5			SUE	15 days	Tue 5/7/24	Tue 5/28/24	4FS-5 days																			
6			Final Design	358 days	Wed 5/29/24	Wed 10/22/25																				
7			Geometry	20 days	Wed 5/29/24	Tue 6/25/24	2																			
8			Design	15 days	Wed 5/29/24	Tue 6/18/24	4																			
9			UDOT/SLCO Review	5 days	Wed 6/19/24	Tue 6/25/24	8																			
10			PIH	30 days	Wed 6/26/24	Thu 8/8/24	7																			
11			Design	20 days	Wed 6/26/24	Thu 7/25/24	9																			
12			UDOT/SLCO Review	10 days	Fri 7/26/24	Thu 8/8/24	11																			
13			PS&E	40 days	Fri 8/9/24	Fri 10/4/24	10																			
14			Design	30 days	Fri 8/9/24	Fri 9/20/24	12																			
15			UDOT/SLCO Review	10 days	Mon 9/23/24	Fri 10/4/24	14																			
16			Comment Resolution	10 days	Mon 10/7/24	Fri 10/18/24	13																			
17			Address Final Comments	10 days	Mon 10/7/24	Fri 10/18/24	15																			
18			Avenue package ready awaiting SLCO ROW	0 days	Fri 10/18/24	Fri 10/18/24	17																			
19			Advertising	20 days	Thu 9/25/25	Wed 10/22/25																				
20			SLCO ROW Acquired & Certified	10 days	Thu 9/25/25	Wed 10/8/25	76																			
21			UDOT Review (Vickie)	10 days	Thu 10/9/25	Wed 10/22/25	20																			
22			Advertise Ready	10 days	Thu 9/25/25	Wed 10/8/25	76																			
23			Public Involvement	30 days	Thu 7/11/24	Thu 8/22/24																				
24			Stakeholder Outreach	30 days	Thu 7/11/24	Thu 8/22/24	9FS+10 days																			
25			ROW Process (NOT SCOPED FOR PHASE 1)	283 days	Fri 8/16/24	Wed 9/24/25																				
26			ROW Package 1 (AVENUE PHASE 2)	255 days	Fri 8/16/24	Fri 8/15/25																				
27			Prep Right-of-Way	5 days	Fri 8/16/24	Thu 8/22/24	12FS+5 days																			
28			Develop All Right-of-Way Plans and Documents	10 days	Fri 8/23/24	Fri 9/6/24	27																			
29			Conduct All Right-of-Way Review	10 days	Mon 9/9/24	Fri 9/20/24	28																			
30			Revise Right-of-Way Plans and Documents	5 days	Mon 9/23/24	Fri 9/27/24	29																			
31			Verify All Right-of-Way Plans and Documents	2 days	Mon 9/30/24	Tue 10/1/24	30																			
32			Quality Assurance All Right-of-Way Plans and Documents (SLCO)	5 days	Wed 10/2/24	Tue 10/8/24	31																			
33			Input into EPM	3 days	Wed 10/9/24	Fri 10/11/24	32																			
34			SLCO - ROW Appraisal/Acquisition Package 1	215 days	Mon 10/14/24	Fri 8/15/25																				
35			SLCO - Compliance Review	15 days	Mon 10/14/24	Fri 11/1/24	33																			
36			Conduct All Right-of-Way Appraisals	40 days	Mon 11/4/24	Fri 1/3/25	35																			
37			Prep 01P Offer	10 days	Mon 1/6/25	Fri 1/17/25	36																			



16928 8000W Schedule
Date: Thu 3/14/24



ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Half 2, 2023			Half 1, 2024			Half 2, 2024			Half 1, 2025			Half 2, 2025			
								M	J	S	N	J	M	M	J	S	N	J	M	M	J	S	N
38		Prep File and present offer	10 days	Mon 1/20/25	Fri 1/31/25	37																	
39		Negotiation Period	20 days	Mon 2/3/25	Fri 2/28/25	38																	
40		4 Options Letter, negotiation in-house	20 days	Mon 3/3/25	Fri 3/28/25	39																	
41		File Prep For Court	20 days	Mon 3/31/25	Fri 4/25/25	40																	
42	Q	Acquire All Right-of-Way	80 days	Mon 4/28/25	Fri 8/15/25	41																	
43		ROW Package 2 (AVENUE PHASE 2)	250 days	Thu 9/12/24	Wed 9/3/25																		
44	Q	Prep Right-of-Way	2 days	Thu 9/12/24	Fri 9/13/24	28FS+3 days																	
45	Q	Develop All Right-of-Way Plans and Documents	10 days	Mon 9/16/24	Fri 9/27/24	44																	
46	Q	Conduct All Right-of-Way Review	10 days	Mon 9/30/24	Fri 10/11/24	45																	
47		Revise Right-of-Way Plans and Documents	5 days	Mon 10/14/24	Fri 10/18/24	46																	
48		Verify All Right-of-Way Plans and Documents	5 days	Mon 10/21/24	Fri 10/25/24	47																	
49		Quality Assurance All Right-of-Way Plans and Documents (SLCO)	5 days	Mon 10/28/24	Fri 11/1/24	48																	
50		Input into EPM	3 days	Mon 11/4/24	Wed 11/6/24	49																	
51		SLCO Compliance Review	10 days	Thu 11/7/24	Wed 11/20/24	50																	
52		SLCO - ROW Appraisal/Acquisition Package 2	200 days	Thu 11/21/24	Wed 9/3/25																		
53	Q	Conduct All Right-of-Way Appraisals	40 days	Thu 11/21/24	Wed 1/22/25	51																	
54	Q	Review All Appraisals	10 days	Thu 1/23/25	Wed 2/5/25	53																	
55		Prep O2P Offer	10 days	Thu 2/6/25	Wed 2/19/25	54																	
56		Negotiation Period	20 days	Thu 2/20/25	Wed 3/19/25	55																	
57		4 Options Letter, negotiation in-house	20 days	Thu 3/20/25	Wed 4/16/25	56																	
58		File Prep For Court	20 days	Thu 4/17/25	Wed 5/14/25	57																	
59	Q	Acquire All Right-of-Way	80 days	Thu 5/15/25	Wed 9/3/25	58																	
60		ROW Package 3 (AVENUE PHASE 2)	250 days	Thu 10/3/24	Wed 9/24/25																		
61	Q	Prep Right-of-Way	2 days	Thu 10/3/24	Fri 10/4/24	45FS+3 days																	
62	Q	Develop All Right-of-Way Plans and Documents	10 days	Mon 10/7/24	Fri 10/18/24	61																	
63	Q	Conduct All Right-of-Way Review	10 days	Mon 10/21/24	Fri 11/1/24	62																	
64		Revise Right-of-Way Plans and Documents	5 days	Mon 11/4/24	Fri 11/8/24	63																	
65		Verify All Right-of-Way Plans and Documents	5 days	Mon 11/11/24	Fri 11/15/24	64																	
66		Quality Assurance All Right-of-Way Plans and Documents (SLCO)	5 days	Mon 11/18/24	Fri 11/22/24	65																	
67		Input into EPM	3 days	Mon 11/25/24	Wed 11/27/24	66																	
68		SLCO Compliance Review	10 days	Mon 12/2/24	Fri 12/13/24	67																	
69		SLCO - ROW Appraisal/Acquisition Package 3	200 days	Mon 12/16/24	Wed 9/24/25																		
70	Q	Conduct All Right-of-Way Appraisals	40 days	Mon 12/16/24	Wed 2/12/25	68																	
71	Q	Review All Appraisals	10 days	Thu 2/13/25	Wed 2/26/25	70																	
72		Prep O2P Offer	10 days	Thu 2/27/25	Wed 3/12/25	71																	
73		Negotiation Period	20 days	Thu 3/13/25	Wed 4/9/25	72																	



ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Half 2, 2023			Half 1, 2024			Half 2, 2024			Half 1, 2025			Half 2, 2025			
								M	J	S	N	J	M	M	J	S	N	J	M	M	J	S	N
74		4 Options Letter, negotiation in-house	20 days	Thu 4/10/25	Wed 5/7/25	73																	
75		File Prep For Court	20 days	Thu 5/8/25	Wed 6/4/25	74																	
76		Acquire All Right-of-Way	80 days	Thu 6/5/25	Wed 9/24/25	75																	

Project: 22-161_Schedule_MMK Date: Thu 3/14/24	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

FEES

COST PLUS A FIXED FEE WITH FIXED TOTAL ADDITIVE RATE

1. **COST PLUS A FIXED FEE:** For all services and materials pertinent hereto and/or specifically described herein, except as otherwise explicitly cited, the LOCAL AUTHORITY agrees to authorize CONSULTANT invoices to be paid by the DEPARTMENT for the actual allowable cost and the FIXED additives plus a fixed fee in accordance with Attachment D – Provision 4 Invoices of this contract. Overhead rates have been reviewed, approved, and are limited to the costs which are allowable under 2 C.F.R. Part 200 Subpart E Cost Principles and 48 C.F.R. Part 31 Federal Acquisition Regulations (FAR) in compliance with 23 USC § 112(b)(2)(B), as modified by Utah State law, administrative rules, regulations, or contract provisions.

The contract cost includes direct labor expense, payroll additives; indirect costs and other direct non-salary costs as outlined below.

- (a) The direct labor expense is the actual salary expense for professional and technical personnel and principals for the time they are productively engaged in work necessary to fulfill the terms of this contract. The payroll additives and indirect costs are FIXED as **169.54%** of the direct salary expense.
- (b) If necessary and DEPARTMENT approved, any additional direct expenses incurred in fulfilling the terms of this contract, including but not limited to reproduction, telephone, equipment, supplies and fees of outside CONSULTANTS or sub-consultants will be reimbursed at actual costs.
- (c) If necessary and DEPARTMENT approved, any additional direct travel or lodging expenses incurred in fulfilling the terms of this contract will be reimbursed at actual costs up to the Government Services Administration (GSA) maximum allowed travel rates.
- (d) If the CONSULTANT'S normal accounting practice is to include costs in (b) and (c) above as indirect expenses, then this contract will be consistent with that practice. These types of costs must be disclosed as part of the CONSULTANT's accounting practices and in conformance to Federal Cost Principles.
- (e) The fixed fee has been determined and agreed upon as **10.50%** of the combined estimated direct labor and the Overhead amount, which represents the CONSULTANT'S profit of **\$46,438.17**. The fixed fee percentage is not a floating percent and should not be billed as a percent of labor. The CONSULTANT will prorate the fixed fee payment and invoice in proportion to the percentage of work completed. If the CONSULTANT has satisfactorily completed the services in ATTACHMENT C, any portion of the fixed fee payment not previously paid in the periodic payment may be invoiced in the final payment request.
- (f) Guest meals (meals paid by a CONSULTANT or a CONSULTANT's employee for someone other than his/her self) will not be eligible for reimbursement unless previously approved in writing by the DEPARTMENT Project Manager.

2. **MODIFICATIONS:** In the event the LOCAL AUTHORITY requires changes of services which materially affect the scope or work plan a contract modification for a change in compensation and/or time for completion must be entered into by the parties hereto prior to making such change. Any such work done without prior LOCAL AUTHORITY and the DEPARTMENT agreement must be deemed ineligible for reimbursement by the DEPARTMENT. The LOCAL AUTHORITY will not entertain requests or claims for reimbursement and remuneration unless written approval is given prior to performance of the work.
3. **PROGRESS PAYMENTS:** Progress payments are based upon the approved percentage of work completed and are made pursuant to certified invoices received.
4. **INVOICES:** The CONSULTANT will invoice the LOCAL AUTHORITY and DEPARTMENT using the actual Wage Rates, FIXED Overhead Rate, prorated Fixed Fee amount, and any additional Direct Costs. The CONSULTANT will submit monthly payment requests promptly and no later than 45 calendar days

after each monthly billing cycle. Invoices are to reflect charges as they apply to the appropriate contract, project, and account number, and must be certified and executed by an official legally authorized to bind the firm. The invoice must be substantiated with appropriate supporting documentation such as time sheets, labor reports, or cost accounting system print-out of employee time, receipts for direct expenses, and subconsultant invoices and supporting documentation that is reviewed and approved by the DEPARTMENT'S Project Manager and subject to final approval by the DEPARTMENT'S Comptroller's Office. The DEPARTMENT will make undisputed payments no later than 30-days after receiving CONSULTANT's invoices and progress reports for services performed. If an invoice is incorrect, defective, or otherwise improper, the DEPARTMENT will notify CONSULTANT within 15 days of discovering the error(s). After the DEPARTMENT receives the corrected invoice, the DEPARTMENT will pay CONSULTANT within 30-days of receiving such invoice.

Payment requests for services performed on or before the last day of the Utah fiscal year (June 30), must be submitted no later than 30 calendar days after the billing cycle, see Utah Code Ann. § 63J-1-601.

The CONSULTANT acknowledges untimely billing may adversely affect the LOCAL AUTHORITY and the DEPARTMENT due to federal funding requirements in 41 C.F.R. § 105 – 71.123, and/or the state fiscal constraints imposed upon it as a department of state government by the Budgetary Procedures Act, Utah Code Ann. § 63J-1-101 et seq. The CONSULTANT waives payment, and waives the right to bring action in law or in equity to recover payment for services, for any and all payment requests the DEPARTMENT does not receive from the CONSULTANT within the timeframe provided under this contract.

5. **FINAL PAYMENT:** Final invoice payment will be released only after all materials and services associated with this contract have been reviewed and approved by the DEPARTMENT'S Project Manager and finalized by the DEPARTMENT'S Comptroller's Office. The final invoice payment will not be released until a Consultant Project Evaluation form has been completed by the LOCAL AUTHORITY and the DEPARTMENT'S Project Manager.

The DEPARTMENT'S Comptroller's Office has the right to hold the final payment on certain projects when design and construction are performed by two separate Consultants or if there is a potential possibility of a design or construction error. The DEPARTMENT also has the right to hold the final invoice payment until the final audit is complete upon the request of the DEPARTMENT Project Manager.

6. **FINANCIAL SUMMARY:** The total maximum amount of disbursement pertinent to this contract must not exceed **\$527,245.69** Contract overruns will not be paid.
7. **COST PROPOSAL:** The Cost Proposal for the CONSULTANT and/or sub-consultant, if applicable, may be found in the following pages of Attachment D of this contract.

UDOT CMS Cost Proposal

Contract Number:	NEW	Mod:		Project Number:	F-2151(1)1	PIN:	16928
UDOT Primary Contact:	Kevon Ogden						
PIN Description:	8000 West; 2600 South to 3100 South - Magna						

Labor Costs				
Employee Name	Contract Job Title	Hours	Proposal Rate	Labor Cost
ADAMS, STACEE	PUBLIC INVOLVEMENT	103	\$53.85	\$5,546.55
BEAVER, MADELINE	SURVEY TECHNICIAN	20	\$32.10	\$642.00
CHRISTENSEN, JEREMY	PROJECT MANAGER TRANSPORTATION	110	\$109.49	\$12,043.90
DOAK, TUCKER	UTILITIES COORDINATOR	68	\$46.09	\$3,134.12
DOW, SHADOW	PUBLIC INVOLVEMENT COORDINATOR	161	\$32.21	\$5,185.81
ELDREDGE, ROBERT	PLANNER	24	\$59.95	\$1,438.80
HERBST, MICHAEL	PROFESSIONAL LAND SURVEYOR	40	\$65.02	\$2,600.80
HERBST, RYAN	SURVEY TECH	134	\$45.71	\$6,125.14
HOOPER, IVAN	TRANSPORTATION GROUP MANAGER	6	\$88.46	\$530.76
KOLLER, RYAN	PROFESSIONAL ENGINEER	242	\$79.46	\$19,229.32
LOPEZ, ISAAC	SURVEY TECH	90	\$45.53	\$4,097.70
MADSEN, CELESTE	ADMINISTRATIVE ASSISTANT	10	\$34.74	\$347.40
ORAM, JUD	TRANSPORTATION DESIGN ENGINEER	428	\$46.30	\$19,816.40
PHILLIPS, LAUREN	EIT	632	\$43.27	\$27,346.64
PITCHER, ADAM	GRAPHICS DESIGNER	40	\$46.27	\$1,850.80
RUNA, FERDOUSY	TRAFFIC ENGINEER	12	\$40.87	\$490.44
SHEWELL, BRIAN	DRAINAGE DESIGN LEAD	154	\$79.65	\$12,266.10
TAYLOR, SPENCER	PROFESSIONAL ENGINEER	404	\$50.35	\$20,341.40
TOMTEN, BLAIR	PROFESSIONAL ENGINEER	64	\$73.09	\$4,677.76
WILEY, JAKE	SURVEY TECH	120	\$41.35	\$4,962.00
YATES, CRAIG	PROFESSIONAL LAND SURVEYOR	134	\$85.14	\$11,408.76
		Total Hours:	2,996	
			Total Direct Labor:	\$164,082.60
			Overhead:	169.54% \$278,185.64
			Total Direct Labor plus Overhead:	\$442,268.24
			Fixed Fee:	10.50% \$46,438.17
			Burdened Labor Cost:	\$488,706.41
Other Direct Charges				
ODC Item	Unit of Measure	Qty	Item Cost	Extended Cost
DATABASE (MONTHLY)	UNIT	110.0	\$1.000	\$110.00
HOTLINE (MONTHLY)	UNIT	110.0	\$1.000	\$110.00
2024 - VEHICLE MILEAGE	MILE	800.0	\$.670	\$536.00
DISPLAY BOARDS	UNIT	60.0	\$1.000	\$60.00
POSTCARDS (INCLUDING POSTAGE)	UNIT	225.0	\$1.000	\$225.00
REPRODUCTIONS (PLOTS, ETC)	UNIT	500.0	\$1.000	\$500.00
			Total Other Direct Charges:	\$1,541.00
Sub Consultant Costs				
Firm Name	Sub Total Cost			
KCI TECHNOLOGIES, INC	\$33,998.28			
			Total Sub Consultant Costs:	\$33,998.28

UDOT CMS Cost Proposal

Contract Number:	NEW	Mod:		Project Number:	F-2151(1)1	PIN:	16928
UDOT Primary Contact:	Kevon Ogden						
PIN Description:	8000 West; 2600 South to 3100 South - Magna						

Contracted Labor

Contracted Labor Sub	Unit of Measure	Qty	Item Cost	Extended Cost
Quality Counts LLC	UNIT	1.0	\$3,000.000	\$3,000.00
Total Contracted Labor Charges:				\$3,000.00
Total Contract Cost:				\$527,245.69

UDOT CMS Hours Derivation

Contract Number:	NEW	Mod:		Project Number:	F-2151(1)1	PIN:	16928
UDOT Primary Contact:	Kevon Ogden						
PIN Description:	8000 West; 2600 South to 3100 South - Magna						

Employee Name	1V1	1B1	1J1	1Q1	1R1	1T1	1Y1	1Y2	1V2	2Q1	2R1	2U1	2Y1	2V1	3Q1	
CHRISTENSEN, JEREMY	4	0	0	0	2	0	0	4	3	0	3	0	0	3	0	
HOOPER, IVAN	0	0	0	0	0	6	0	0	0	0	0	0	0	0	0	
YATES, CRAIG	0	54	72	0	0	0	0	0	0	0	0	0	0	0	0	
SHEWELL, BRIAN	2	0	0	12	0	0	0	1	1	16	0	0	0	2	39	
KOLLER, RYAN	3	0	0	0	8	4	3	5	5	0	17	0	5	4	0	
TOMTEN, BLAIR	2	0	0	0	1	0	0	1	0	0	0	0	0	2	0	
HERBST, MICHAEL	0	8	32	0	0	0	0	0	0	0	0	0	0	0	0	
ELDREDGE, ROBERT	0	0	0	0	0	24	0	0	0	0	0	0	0	0	0	
ADAMS, STACEE	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TAYLOR, SPENCER	2	0	0	0	2	0	0	2	1	0	0	20	2	1	0	
ORAM, JUD	2	0	0	34	0	0	0	4	0	44	0	0	4	0	122	
PITCHER, ADAM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
DOAK, TUCKER	0	0	0	0	0	0	0	0	0	0	0	11	0	0	0	
HERBST, RYAN	0	134	0	0	0	0	0	0	0	0	0	0	0	0	0	
LOPEZ, ISAAC	0	80	10	0	0	0	0	0	0	0	0	0	0	0	0	
PHILLIPS, LAUREN	5	0	0	0	16	2	3	12	3	0	47	0	9	5	0	
WILEY, JAKE	0	40	80	0	0	0	0	0	0	0	0	0	0	0	0	
RUNA, FERDOUSY	0	0	0	0	0	12	0	0	0	0	0	0	0	0	0	
MADSEN, CELESTE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
DOW, SHADOW	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
BEAVER, MADELINE	0	0	20	0	0	0	0	0	0	0	0	0	0	0	0	

UDOT CMS Hours Derivation

Contract Number:	NEW	Mod:		Project Number:	F-2151(1)1	PIN:	16928
UDOT Primary Contact:	Kevon Ogden						
PIN Description:	8000 West; 2600 South to 3100 South - Magna						

Employee Name	3R1	3R2	3R3	3U1	3U2	3U3	3U4	3Y1	3V1	4J1	4P1	4Q1	4R1	4R2	4R3	
CHRISTENSEN, JEREMY	3	0	0	0	0	0	0	3	8	4	0	0	11	0	0	
HOOPER, IVAN	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
YATES, CRAIG	0	0	0	0	0	0	0	0	0	8	0	0	0	0	0	
SHEWELL, BRIAN	1	0	0	0	0	0	0	0	7	0	0	44	0	0	0	
KOLLER, RYAN	47	3	0	0	0	0	0	7	7	0	0	0	56	0	0	
TOMTEN, BLAIR	3	13	0	0	0	0	0	3	6	0	0	0	2	11	0	
HERBST, MICHAEL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
ELDREDGE, ROBERT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
ADAMS, STACEE	0	0	0	0	0	0	0	0	0	0	77	0	0	0	0	
TAYLOR, SPENCER	0	0	67	8	17	7	54	2	9	0	0	0	0	0	93	
ORAM, JUD	0	0	0	0	0	0	0	3	0	0	0	183	0	0	0	
PITCHER, ADAM	0	0	0	0	0	0	0	0	0	0	40	0	0	0	0	
DOAK, TUCKER	0	0	0	6	13	0	3	0	0	0	0	0	0	0	0	
HERBST, RYAN	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
LOPEZ, ISAAC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
PHILLIPS, LAUREN	124	41	0	0	0	0	0	25	11	0	0	0	198	43	0	
WILEY, JAKE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
RUNA, FERDOUSY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
MADSEN, CELESTE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
DOW, SHADOW	0	0	0	0	0	0	0	0	0	0	161	0	0	0	0	
BEAVER, MADELINE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

UDOT CMS Hours Derivation

Contract Number:	NEW	Mod:		Project Number:	F-2151(1)1	PIN:	16928
UDOT Primary Contact:	Kevon Ogden						
PIN Description:	8000 West; 2600 South to 3100 South - Magna						

Employee Name	4U1	4U2	4U3	4Y1	4V1	5U1	5V1	5Y1	5Z1								Total
CHRISTENSEN, JEREMY	0	0	0	2	5	0	2	1	52								110
HOOPER, IVAN	0	0	0	0	0	0	0	0	0								6
YATES, CRAIG	0	0	0	0	0	0	0	0	0								134
SHEWELL, BRIAN	0	0	0	4	4	0	1	4	16								154
KOLLER, RYAN	0	0	0	10	6	0	6	10	36								242
TOMTEN, BLAIR	0	0	0	0	4	0	0	0	16								64
HERBST, MICHAEL	0	0	0	0	0	0	0	0	0								40
ELDREDGE, ROBERT	0	0	0	0	0	0	0	0	0								24
ADAMS, STACEE	0	0	0	0	0	0	0	0	24								103
TAYLOR, SPENCER	17	1	59	4	5	1	2	12	16								404
ORAM, JUD	0	0	0	4	1	0	4	7	16								428
PITCHER, ADAM	0	0	0	0	0	0	0	0	0								40
DOAK, TUCKER	13	13	4	0	1	4	0	0	0								68
HERBST, RYAN	0	0	0	0	0	0	0	0	0								134
LOPEZ, ISAAC	0	0	0	0	0	0	0	0	0								90
PHILLIPS, LAUREN	0	0	0	15	8	0	10	39	16								632
WILEY, JAKE	0	0	0	0	0	0	0	0	0								120
RUNA, FERDOUSY	0	0	0	0	0	0	0	0	0								12
MADSEN, CELESTE	0	0	0	0	0	0	0	0	10								10
DOW, SHADOW	0	0	0	0	0	0	0	0	0								161
BEAVER, MADELINE	0	0	0	0	0	0	0	0	0								20

UDOT CMS Hours Derivation

Contract Number:	NEW	Mod:		Project Number:	F-2151(1)1	PIN:	16928
UDOT Primary Contact:	Kevon Ogden						
PIN Description:	8000 West; 2600 South to 3100 South - Magna						

	1V1	1B1	1J1	1Q1	1R1	1T1	1Y1	1Y2	1V2	2Q1	2R1	2U1	2Y1	2V1	3Q1	
Firm Activity Totals:	22	316	214	46	29	48	6	29	13	60	67	31	20	17	161	
	3R1	3R2	3R3	3U1	3U2	3U3	3U4	3Y1	3V1	4J1	4P1	4Q1	4R1	4R2	4R3	
Firm Activity Totals:	178	57	67	14	30	7	57	43	48	12	278	227	267	54	93	
	4U1	4U2	4U3	4Y1	4V1	5U1	5V1	5Y1	5Z1							Total
Firm Activity Totals:	30	14	63	39	34	5	25	73	202							2,996
	1V1	1B1	1J1	1Q1	1R1	1T1	1Y1	1Y2	1V2	2Q1	2R1	2U1	2Y1	2V1	3Q1	
Transaction Activity Totals:	22	316	214	46	29	48	6	29	13	60	67	75	20	17	161	
	3R1	3R2	3R3	3U1	3U2	3U3	3U4	3Y1	3V1	4J1	4P1	4Q1	4R1	4R2	4R3	
Transaction Activity Totals:	178	57	67	14	30	25	57	43	48	12	278	227	267	54	93	
	4U1	4U2	4U3	4Y1	4V1	5U1	5V1	5Y1	5Z1							Total
Transaction Activity Totals:	30	14	63	39	34	5	25	73	202							3,058

Sub to AVENUE CONSULTANTS

UDOT CMS Contract Work Plan

Contract Number:	NEW	Mod:	Project Number:	F-2151(1)1	PIN:	16928
UDOT Primary Contact:	Kevon Ogden					
PIN Description:	8000 West; 2600 South to 3100 South - Magna					

Activity: 2U1 - UTILITY & RAILROAD IDENTIFICATION

KCI's understanding of the 8000 West Project includes providing utility information to assist in the design. KCI will provide Subsurface Utility Engineering (SUE) Quality Level "D" as per ASCE 38-22 "The Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data". The project area is shown on the attached Exhibit A.

2U1 Quality Level D

KCI will complete the mapping of utility alignments as follows:

- Obtain Quality Level "D" as-built/record drawings from Client and Utility Owners.
- Produce electronic exutil file of utilities shown on as-built/record drawings collected from Utility Owners.
- No field work will be completed as part of this process.

DELIVERABLES

2U1 Designating Quality Level D

Provide an OpenRoads or AutoCAD utility file depicting the utilities discovered within project limits based on record research investigation. The utilities will be depicted per ASCE 38-22 quality level guidelines and current required CADD Standards.

ASSUMPTIONS, EXCLUSIONS, AND CAVEATS

- Professional engineering seal only applies to Subsurface Utility Engineering data.
- Utility 3D Modeling is not included in this scope of service.
- If any available utility records/maps have been collected by Client, they will be provided to KCI prior to the start of the field investigation.
- Client will provide existing topo base map (dgn/dwg format) if available.
- Not included in this scope are sprinkle lines, laterals, service lines, traffic sensor loops, private lighting and any utilities not shown on prints collected.
- Use of this service does not relieve others of their responsibility to notify Blue Stakes of Utah, Call-Before-You-Dig prior to any excavation.
- The Service Agreement (Proposal) does not include prevailing wage rates or project labor agreements rates (PLA).
- Current standards, requirements and available information apply to this proposal.

Activity: 3U3 - IDENTIFY UTILITY DEPTH (SUE LEVEL A)

3U3 Identify Utility Depth (SUE Level A)

KCI's understanding of the 8000 West Project includes providing utility information to assist in the design. KCI will provide Subsurface Utility Engineering (SUE) Quality Level A Test Holes. The test hole locations will be determined at a later date.

3U3 Quality Level A

KCI will complete up to twenty-five (25) utility test holes via vacuum excavation methods at locations to be determined at a later date.

KCI will complete the test hole work as follows:

- Produce and obtain necessary encroachment permits from local jurisdiction to perform the Work within right-of-way.
- Coordinate with a local traffic control provider to produce traffic control plans and secure approved traffic control permits from local jurisdiction.
- Coordinate the set-up and breakdown of traffic control devices at test hole locations.
- Layout test hole locations in the field using various pieces of geophysical locating equipment and processes, i.e. electromagnetic, ground penetrating radar, asbuilt plans, etc.
- Notify and pre-mark test hole locations for Blue Stakes of Utah 811 Call-Before-You-Dig service 48 hours before any excavation.
 - Removal of pavement and concrete surfaces will be accomplished by use of a 10" diameter core drilling process.
- Use air vacuum excavation methods to excavate and expose targeted utility.
- Record utility data: type, depth, approximate size and material as readily obtainable. If the utility is a duct bank or encased, KCI will attempt to record top, bottom, width and configuration.
- Backfill test holes located in natural ground or sidewalk with native material excavated from the hole and compacted pneumatically in one-foot lifts.
- Backfill test holes located in the roadway (asphalt or concrete) with CLSM (typically 60 PSI APWA / UDOT Mix Flowable Fill) as required by permitting agency.
- Restoration of test holes within pavement/concrete core drilled surfaces will be accomplished based on the UDOT permit or other agency permit requirements using Utilicor Technologies; Utilibond™ bonding agent.
- Coordinate with the project surveyor as needed for collection of test hole reference points.

DELIVERABLES

3U3 Test Hole Quality Level A

Provide a Test Hole Data Report in a Portable Document Format (.pdf) for each completed location and a combined spreadsheet including X, Y and Z coordinates. Such Report shall include the following information.

- Test hole number and date of completion.
- Approximate plan and section view (not to scale) of utility and test hole location in relationship to the existing roadway and ground surface.
 - Collected utility data: type, depth, size and material as readily obtainable.
- Provide utility photos where obtainable at exposed locations.
- Provide an updated utility Quality Level D, C & B utility overlay file incorporating the new Quality Level A test hole information.
- Test Hole Matrix (.xlsx) with the combined data noted above will also be provided.

ASSUMPTIONS, EXCLUSIONS, AND CAVEATS

- All work within public right of way will be permitted thru the appropriate jurisdiction.
- Access to private properties will be coordinated by Client when necessary.
- Client will coordinate clear access to work area and utility manholes/vaults when necessary.
- Permit and inspection fees will be waived by owner of jurisdiction.
- Survey costs are not included in this proposal.
- Work will be completed during regular business hours. If it is necessary to complete work at night, additional costs will apply.
- Test hole reference points will be surveyed by the project surveyor to the project control network provided by Client. Project Surveyor will provide a utility data file using current required CADD standards depicting the test holes resulting from the survey.
- Measurement of utility size will be completed by hand measurements and will be recorded as Nominal Pipe Size (NPS). The nominal size may not match the outside dimension of the utility but will be within the nominal size standardized dimensions.
- If select test hole backfill material other than described above is required by local jurisdiction(s), an additional cost-plus fee will apply.
- If pavement/concrete restoration other than the coring process previously described is required by local jurisdiction(s), an additional cost-plus fee will apply.
- Test hole size measurements and centerline of utility and structures over 24" are difficult to obtain due to the small size of the test hole excavation. The nominal pipe size of these larger diameter pipes/structures are considered approximate unless an additional test hole is performed, which can be done as Additional Work.
- Due to the small size of the test hole excavation, it is difficult to obtain measurement on more than one utility per test hole. KCI will obtain information on multiple utilities when possible.
- No guarantee can be made that locating the top, bottom, width and configuration of duct bank utilities or slurry/concrete encased utilities can be achieved, due to limited visual ability within standard test hole size and existing ground conditions for visual verification.
- No guarantee can be made that all utilities will be discovered and located, due to the many variables such as materials, depth, signal interference, lack of utility record information and environmental factors.
- Nonmetallic utilities such as PVC, asbestos cement, terracotta, and plastic pipes are considered nonconductive and cannot be traced with electromagnetic designating instrumentation.
- If removal and disposal of excavated soils to a landfill or dumpsite are required, the cost will be determined plus 10%.
- Client's project design team will select the Test Hole locations and, for each phase, be given to KCI all at one time.
- Test Hole standard bill rate is based on a maximum depth of 7.00'. If the hole exceeds 7.00' an additional per foot charge applies.
- Use of this service does not relieve others of their responsibility to notify Blue Stakes of Utah, Call-Before-You-Dig prior to any excavation.
- The Service Agreement (Proposal) does not include prevailing wage rates or project labor agreements rates (PLA).
- Current standards, requirements and available information apply to this proposal.
- Standard permitting process and times to obtain are in effect.

UDOT CMS Staffing Plan

Contract Number:	NEW	Mod:		Project Number:	F-2151(1)1	PIN:	16928
UDOT Primary Contact:	Kevon Ogden						
PIN Description:	8000 West; 2600 South to 3100 South - Magna						

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date	Key
SOWERS, JEFF	PROJECT ENGINEER	BS CIVIL ENGINEERING	UT-8943024-2202	10	\$77.33	\$77.33	NTP	
RITCHIE, ELISHA	PROJECT MANAGER	BS		12	\$65.83	\$65.83	NTP	
CONSTRUCT/TRANS TECH III	FIELD TECH V_VI			8	\$38.25	\$38.25	NTP	
CADD Tech	CADD TECHNICIAN			32	\$35.27	\$35.27	NTP	
Total Hours for KCI TECHNOLOGIES, INC:					62			

UDOT CMS Cost Proposal

Contract Number:	NEW	Mod:		Project Number:	F-2151(1)1	PIN:	16928
UDOT Primary Contact:	Kevon Ogden						
PIN Description:	8000 West; 2600 South to 3100 South - Magna						

Labor Costs

Employee Name	Contract Job Title	Hours	Proposal Rate	Labor Cost
CADD Tech	CADD TECHNICIAN	32	\$35.27	\$1,128.64
CONSTRUCT/TRANS TECH III	FIELD TECH V_VI	8	\$38.25	\$306.00
RITCHIE, ELISHA	PROJECT MANAGER	12	\$65.83	\$789.96
SOWERS, JEFF	PROJECT ENGINEER	10	\$77.33	\$773.30
	Total Hours:	62		
	Total Direct Labor:			\$2,997.90
	Overhead:	169.67%		\$5,086.52
	Total Direct Labor plus Overhead:			\$8,084.42
	Fixed Fee:	10.50%		\$848.86
	Burdened Labor Cost:			\$8,933.28

Other Direct Charges

ODC Item	Unit of Measure	Qty	Item Cost	Extended Cost
KCI VAC TRUCK & CREW	HOUR	6.0	\$310.000	\$1,860.00
ADDITIONAL CORES	EACH	5.0	\$140.000	\$700.00
ADDITIONAL TEST HOLE FOOTAGE	FOOT	5.0	\$95.000	\$475.00
FLOWABLE FILL	UNIT	1,800.0	\$1.000	\$1,800.00
KCI TEST HOLE - CONC/ASPHALT	TEST HOLE	18.0	\$760.000	\$13,680.00
KCI TEST HOLE-NATURAL GROUND	TEST HOLE	5.0	\$620.000	\$3,100.00
MAINTENANCE OF TRAFFIC	UNIT	3,450.0	\$1.000	\$3,450.00
	Total Other Direct Charges:			\$25,065.00
	Total Cost for KCI TECHNOLOGIES, INC:			\$33,998.28

UDOT CMS Hours Derivation

Contract Number:	NEW	Mod:		Project Number:	F-2151(1)1	PIN:	16928
UDOT Primary Contact:	Kevon Ogden						
PIN Description:	8000 West; 2600 South to 3100 South - Magna						

Employee Name	2U1	3U3															Total
SOWERS, JEFF	6	4															10
RITCHIE, ELISHA	6	6															12
CONSTRUCT/TRANS TECH III	0	8															8
CADD Tech	32	0															32

UDOT CMS Hours Derivation

Contract Number:	NEW	Mod:		Project Number:	F-2151(1)1	PIN:	16928
UDOT Primary Contact:	Kevon Ogden						
PIN Description:	8000 West; 2600 South to 3100 South - Magna						

	2U1	3U3															Total
Firm Activity Totals:	44	18															62

Insurance

As stated in Attachment B - Standard Terms and Conditions, services to be provided by the CONSULTANT under this contract are required to be covered by insurance. Insurance must be maintained in force until all activities which are required by this contract or as changed by contract modification are completed and accepted by the DEPARTMENT.

Insurance	Full Coverage Exception	Aggregate Coverage Exception	Expiration Date	Insurance Carrier	Policy Number	Each Occurrence Limit	General Aggregate Limit	Additional Endorsement
AUTOMOBILE LIABILITY	N	N	11/1/2024	NUTMET INSURANCE COMPANY	34 UECA 9406	\$1,000,000	\$0	Y
EXCESS/UMBRELLA LIABILITY	N	N	10/30/2024	AUTO-OWNERS INSURANCE COMPANY	538 39911-01	\$4,000,000	\$4,000,000	N
GENERAL LIABILITY	N	N	10/30/2024	LIBERTY MUTUAL INSURANCE CO	BZS 563 955 28	\$2,000,000	\$4,000,000	Y
QUALIFIED HEALTH COVERAGE	N	N	2/1/2025	ALLSTATE INSURANCE COMPANY	XXXXXX	\$0	\$0	N
PROFESSIONAL LIABILITY	N	N	10/18/2024	CONTINENTAL CASUALTY INSURANCE	MCH 288 313 582	\$5,000,000	\$5,000,000	N
UNMANNED AERIAL VEHICLE (UAV)	N	N	3/1/2024	AMERICAN ALTERNATIVE INS CORP	9008802	\$1,000,000	\$0	N
VALUABLE PAPERS	N	N	10/30/2024	LIBERTY MUTUAL INSURANCE	BZS 563 955 28	\$100,000	\$0	N
WORKERS COMPENSATION	N	N	2/13/2025	WCF MUTUAL INSURANCE COMPANY	297 7678	\$1,000,000	\$0	N