



RIGHT OF WAY LOCAL GOVERNMENT CONTRACT

STATE OF UTAH

UTAH DEPARTMENT OF TRANSPORTATION

LOCAL GOVERNMENT

2024-2029 ROW LG SVCS POOL (SMALL PURCH)

CONTRACT NO. _____

EFFECTIVE DATE _____

TRACKING NO. _____

PIN No: 19679
Project No.: F-2146(1)8
PIN Description.: Cougar Lane; Niagara Way to Kearns High Drive
Finet Prog. No. 5589507R
Work Discipline: Row Acquisition Services

1. **CONTRACTING PARTIES:** This contract is between Greater Salt Lake Municipal Services District, 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. **WORK DISCIPLINE:** The CONSULTANT is professionally qualified in the Right-of-Way Work Disciplines identified above and as further described in Exhibit E.
3. **SCOPE OF WORK / CONTRACT PERIOD:** The Scope of Work will end August 29, 2025 and the contract will terminate August 29, 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 \$11,329.02 for costs authorized by this contract as further described in Exhibit F.

5. **ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:**

Exhibit A -- Certification of CONSULTANT
Exhibit B -- Standard Terms and Conditions
Exhibit C -- Confidentiality and Conflict of Interest Disclosure Statement
Exhibit D -- Insurance
Exhibit E -- Scope of Services to be Provided by the CONSULTANT
Exhibit F -- Fees

LOCAL AUTHORITY - Approved as to Form

By: _____
Title: _____
Printed Name: _____

Date

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

LOCAL AUTHORITY - Greater Salt Lake Municipal Services District

By: Randall R. Park Sep 15, 2024
Title: Exec. Vice President Date
Printed Name: Randall R. Park

By: _____
Title: _____
Printed Name: _____ Date

UTAH DEPARTMENT OF TRANSPORTATION

DEPARTMENT Comptroller's Office

By: CAPORE Sep 15, 2024
Title: Director of Preconstruction Date

By: _____
Title: Contract Administrator Date

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 CONSULTANT I represent have:

- (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 the LOCAL AUTHORITY, I hereby certify I am the duly authorized representative of [Greater Salt Lake Municipal Services District](#) 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.

RECITALS

WHEREAS, LOCAL AUTHORITY has contracted with CONSULTANT to provide certain right of way services as described in Exhibit E.

WHEREAS, CONSULTANT represents that it has sufficient experienced personnel and equipment to perform, and LOCAL AUTHORITY desires CONSULTANT to perform said services.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, the parties hereto agree as follows:

1. **Contract Jurisdiction and Compliance with the Professional Standard of Care, and Applicable Laws:** Should another section of this contract conflict with this section 1, 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 this contract (the Standard of Care).

As to 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, and building codes currently in effect.

All professional right of way 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.

2. **Scope of Services:** The LOCAL AUTHORITY desires CONSULTANT to perform those services which are described in the Scope of Work attached as Exhibit E and incorporated by reference, which relate to right of way services. The services may be more specifically described and may be modified pursuant to written instructions issued by LOCAL AUTHORITY and DEPARTMENT and accepted by CONSULTANT. The services will be performed in accordance with information furnished to CONSULTANT by LOCAL AUTHORITY, DEPARTMENT and CONSULTANT must be entitled to rely upon such information; provided that nothing contained in this Agreement will limit or abrogate the obligation of CONSULTANT to diligently use best efforts to perform the services in the manner and within the given times. The LOCAL AUTHORITY and DEPARTMENT do not guarantee any amount of work to be provided to the CONSULTANT as the LOCAL AUTHORITY and DEPARTMENT has the sole discretion in determining the frequency of services that will be required

At such time as LOCAL AUTHORITY and DEPARTMENT desires CONSULTANT to perform additional services, LOCAL AUTHORITY and DEPARTMENT will make a request for the performance of such additional services by issuing to CONSULTANT's contact listed in the Agreement a written request for additional services describing the additional services to be performed ("Request for Additional Services"). CONSULTANT will perform the designated services pursuant to each Request for Additional Services for the compensation, and in accordance with the specified terms and conditions. The CONSULTANT may decline to perform any services that are outside the scope of services or are beyond the capability of

CONSULTANT. CONSULTANT will provide written acknowledgement of acceptance to LOCAL AUTHORITY and DEPARTMENT within fifteen (15) days after receipt of each Request for Additional Services.

As a condition to CONSULTANT agreeing to render the services, CONSULTANT represents and warrants that the services contemplated by the Scope of Work, under any written instruction or Request for Additional Services are or will be in compliance with all applicable laws, the noncompliance with which would have a material adverse effect on the completion of the services by CONSULTANT. For these purposes, applicable laws will mean any regulation, ordinance, statute, ruling, appeal, or any other legal pronouncement issued by a governmental agency, governmental organization, or court of law, which has jurisdiction over the parties. As a condition to CONSULTANT entering into this Agreement and if necessary, CONSULTANT warrants that it has or will obtain licenses to do business in the location in which the services are to be performed.

3. **Compensation:** For the performance of the services, DEPARTMENT will pay CONSULTANT, as full and complete compensation, and in the manner and at the times specified in Sections 4 and 5 of the Agreement, a fee based upon the fee schedules as shown in Exhibit F (the "Fee Schedule").
4. **Costs and Expenses:** The Fees supplied by CONSULTANT are inclusive of all costs and expenses to be provided in the attached Fee Schedule. LOCAL AUTHORITY and DEPARTMENT will not be liable to reimburse CONSULTANT for indirect costs and expenses including without limitation those routinely and customarily treated as general and administrative expenses by CONSULTANT.
5. **Payments:** Invoices must be submitted by CONSULTANT to LOCAL AUTHORITY and DEPARTMENT on a monthly basis. In order to minimize delay of payment to CONSULTANT, CONSULTANT must submit to LOCAL AUTHORITY and DEPARTMENT invoices for the prior month no later than thirty (30) calendar days of each month for processing and DEPARTMENT will pay CONSULTANT within sixty (60) days from the receipt of the invoice.
6. **Period of Services:** This Agreement will be applicable to all services authorized by LOCAL AUTHORITY and DEPARTMENT and accepted by CONSULTANT for the period stated in this contract subsequent to the effective date and completion date in Sections 15 and 25. All authorized services will be governed by the terms and conditions of this Agreement. Upon mutual agreement of the parties, this Agreement may be extended, re-negotiated, or terminated pursuant to Section 15.
6. **Accounting and Audit of Costs:** CONSULTANT must maintain books and accounts of the services rendered in accordance with generally accepted accounting principles and practices and in a manner compatible with CONSULTANT's established system of accounts. CONSULTANT must make available to LOCAL AUTHORITY and DEPARTMENT such books and records for audit purposes at reasonable times during the term of this Agreement and for a period no less than the term of this contract.
7. **Responsibility of CONSULTANT:** CONSULTANT, its employees, and its approved subcontractors must be responsible in the performance of the services under this Agreement for exercising the degree of skill and care required by customarily accepted good professional subcontracting and technical practices and procedures, including the skills and experience related to right of way work. If services performed by CONSULTANT, its employees, personnel, and subcontractors fail to meet the standards LOCAL AUTHORITY and DEPARTMENT may elect to have CONSULTANT correct or cause to be corrected any of the services of CONSULTANT, its employees, or subcontractors which fail to meet such standards where (i) such failure appears during the performance of CONSULTANT's services or within one (1) year from the date of completion of CONSULTANT's service, and (ii) LOCAL AUTHORITY and

DEPARTMENT notifies CONSULTANT of any such failure within thirty (30) days following the discovery, but in no event later than thirteen (13) months from the completion of CONSULTANT's services requiring corrections. Any such corrections of the services will be at no cost to LOCAL AUTHORITY or DEPARTMENT.

The obligations and duties to be performed by CONSULTANT under this Agreement must be performed by persons qualified to perform such duties efficiently. CONSULTANT, if LOCAL AUTHORITY and DEPARTMENT directs, must replace any person employed by CONSULTANT with another qualified employee or subcontractor with prior approval from LOCAL AUTHORITY and DEPARTMENT. The LOCAL AUTHORITY and DEPARTMENT has the right to determine which employee or subcontractor works on part of the right of way services as defined in Exhibit E. CONSULTANT must sign the Confidentiality Form contained in Exhibit C. If CONSULTANT uses any subcontractor, CONSULTANT will require the subcontractor to sign the Confidentiality Form.

9. **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 CFR § 200.216.
10. **Insurance:** CONSULTANT and its approved subcontractors will take out and maintain insurance consistent with the requirements. CONSULTANT will furnish to LOCAL AUTHORITY and DEPARTMENT Certificates of Insurance, signed by its insurance carriers, evidencing the insurance required. Each certificate will provide that at least 30 days' prior written notice will be given to LOCAL AUTHORITY and DEPARTMENT in the event of cancellation, suspension, or material change in the policy to which it relates. Notwithstanding anything contained in this Agreement to the contrary, in no event will LOCAL AUTHORITY and DEPARTMENT have any liability to the insurers for payment of premiums. It is expressly agreed and understood that the cost of premiums and the deductibles for insurance required by this Section will be paid by CONSULTANT. LOCAL AUTHORITY and DEPARTMENT must be named as additional insureds.

CONSULTANT must maintain the following insurance in full force and effect during the term of this Agreement from a carrier duly licensed to do business in the State of Utah and must meet the specific A M Best rating or better at the time this contract is executed.

- A. **Comprehensive Motor Vehicle Liability Insurance:** CONSULTANT must maintain insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence and having an A M Best rating of A-class VIII or better. If this coverage is written on a claims-made basis, the Certificate of Insurance must so indicate.
- B. **Worker's Compensation Insurance:** CONSULTANT must maintain a Worker's Compensation Plan covering all of its employees as required by Utah law, either through Worker's Compensation Insurance issued by an insurance company or through a plan of self-insurance. If employees are covered by Workers Compensation Fund of Utah, then the A M Best rating is not required in this area.

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. **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 and DEPARTMENT. The amount billed to the LOCAL AUTHORITY and DEPARTMENT for subcontractor costs must be the same amount the CONSULTANT actually pays subcontractor for services required by this contract. All payments

made by the CONSULTANT to the subcontractor for services required by this contract will be subject to audit by the LOCAL AUTHORITY and 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.*)

12. **Personnel/Staffing Plan:** For any change in key personnel from that specifically identified in Exhibit E of this contract, the CONSULTANT must provide an equivalent or better qualified replacement subject to DEPARTMENT and LOCAL AUTHORITY approval. Any change in personnel from that specifically identified in Exhibit E of this contract, must be approved by the DEPARTMENT and LOCAL AUTHORITY through a modification to this contract or a Contract Management System (CMS) Alternative Staff Transaction prior to any work being performed by new personnel. Invoices submitted for payment with unauthorized personnel will not be paid.
13. **Indemnification**
 - (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.
14. **Ownership of Drawings, Documents and Intellectual Property Rights:** CONSULTANT agrees that all reports, surveys, studies, specifications, memoranda, drawings, and other documents furnished by CONSULTANT, or by any subcontractor to CONSULTANT, and used in the performance of the services will be the sole and exclusive property of LOCAL AUTHORITY and DEPARTMENT to use for any purpose by LOCAL AUTHORITY and DEPARTMENT without additional compensation to CONSULTANT. CONSULTANT will not release or publish any data or documents used in the performance of the services without the prior written consent of LOCAL AUTHORITY and DEPARTMENT.
15. **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 29 "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 15(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.

- 16. CONSULTANT as Independent Contractor:** CONSULTANT is an independent contractor with respect to its performance of the services under this agreement. Services must be performed in accordance with the LOCAL AUTHORITY and DEPARTMENT's rules and policies, the terms of this Agreement, and all applicable laws. Neither the CONSULTANT, its approved subcontractors,

its suppliers, nor the employees of any of them will be deemed to be agents, representatives, employees, or servants of the LOCAL AUTHORITY or the DEPARTMENT in the performance of the services or otherwise.

17. **Compliance with Laws:** CONSULTANT will not wrongfully discriminate against any employee or applicant for employment because of age, race, color, religion, sex or national origin, physical or mental impairment. CONSULTANT will take affirmative action to ensure that such applicants are employed, and that employees are treated, during employment, without regard to their age, sex, race, religion, color, national origin, and physical or mental impairment. CONSULTANT agrees to comply with all Applicable Laws regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age.
18. **Waiver:** The failure of either party hereto to enforce strict performance of any of the terms or conditions of this Agreement, or to exercise any right conferred, must not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such terms or rights on any future occasion.
19. **Severability:** In the event that any of the provisions, or portions or applications of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, CONSULTANT and LOCAL AUTHORITY and DEPARTMENT will negotiate an equitable adjustment in the provisions of this Agreement with a view toward affecting the purpose of this Agreement. In the event the parties fail to agree on the terms of such an adjustment and if the provision is held invalid or unenforceable because the fulfillment of such provision would involve exceeding the limit of validity prescribed by law, then upon the occurrence of said determination, the obligation to be fulfilled will be reduced to the limit of validity prescribed by law. If the provision cannot be modified so as to be enforceable under existing laws, this Agreement will be construed and enforced as if such provision had not been included herein and the validity and enforceability of the remaining provisions, or portions of applications, will not be affected.
20. **Entire Agreement:** This Agreement, including all its Exhibits, which are hereby incorporated by this reference, constitutes the entire Agreement between the parties hereto relating to the subject matter and supersedes any previous contracts, agreements or understandings.
21. **Confidentiality:** CONSULTANT agrees not to disclose to third parties, without prior written consent from LOCAL AUTHORITY and DEPARTMENT, any information obtained from or through LOCAL AUTHORITY and DEPARTMENT in connection with the performance of this Agreement unless (i) the information is, at the time of disclosure by CONSULTANT, then in the public domain; or (ii) the information is known to CONSULTANT prior to obtaining the same from LOCAL AUTHORITY and DEPARTMENT or (iii) the information is obtained by CONSULTANT from a third party who CONSULTANT had no reason to believe the information had been received, directly or indirectly, from LOCAL AUTHORITY and DEPARTMENT under a duty of confidentiality.
22. **Communication and Authority:** CONSULTANT agrees to cooperate and coordinate with LOCAL AUTHORITY and DEPARTMENT in all aspects of performance of this Agreement, and to communicate frequently with appropriate LOCAL AUTHORITY and DEPARTMENT's personnel regarding progress of services, including key and important decisions regarding the Agreement and the work performed. Both parties will designate in writing, specific employed personnel who will serve as points-of-contact and authorized representatives for the respective parties as to the services performed under this Agreement. All services to be performed will be subject to the direction and approval of LOCAL AUTHORITY and DEPARTMENT.
23. **Applicable Law:** The essential validity of this Agreement and all matters pertaining thereto, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties and interpretation or construction, must be construed and governed by the laws of the state of Utah the services are performed; the parties further agree that the proper

jurisdiction and venue of any claims, cause of action or litigation arising out of this Agreement will be within the state of Utah.

24. **Rights and Benefits:** CONSULTANT's services will be performed solely for the benefit of LOCAL AUTHORITY and DEPARTMENT and not for the benefit of any other persons or entities.
25. **Disputes:** In the event that a dispute should arise relating to the performance of the services to be provided and should that dispute result in litigation, it is agreed that the prevailing party will be entitled to recover all reasonable costs of litigation, court costs, attorneys' fees and other related expenses.
26. **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 in 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).

27. 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 Sections 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.

28. Notices: Any notice provided for or required hereunder must be given in writing to the following:

DEPARTMENT:

Utah Department of Transportation
Right of Way Division
4501 South 2700 West, 4th Floor
PO Box 148420
Salt Lake City, Utah 84114-8420
Attention: Local Government ROW Liaison

CONSULTANT:

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

29. Duties of the LOCAL AUTHORITY and the DEPARTMENT:

- (a) **Guarantee Access:** The LOCAL AUTHORITY and/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 LOCAL AUTHORITY and 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.

30. 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.
31. **Notices:** Any notice **provided** for or required hereunder must be given in writing to the LOCAL AUTHORITY, DEPARTMENT, and CONSULTANT.

CONFIDENTIALITY FORM and CONFLICT-OF-INTEREST DISCLOSURE STATEMENT

By signing this contract, CONSULTANT agrees to this Confidentiality Form and Conflict of Interest Disclosure Statement.

CONSULTANT has been retained by the LOCAL AUTHORITY and DEPARTMENT to provide right of way services.

In order to maintain the LOCAL AUTHORITY and DEPARTMENT's standards, all information regarding the appraised or negotiated values are considered to be privileged information under §63G-2-305(8) or §63G-2-305(9) and must be held in strict confidence. This confidential information must be released to the property owner or his or her designated agent as required for relocation purposes but must not be disclosed to other parties unless said disclosure is authorized by the LOCAL AUTHORITY and DEPARTMENT.

Appraisal documents, written comments and or records of negotiation should also be considered confidential documents under §63G-2-305(8) or §63G-2-305(9). However, these are subject to disclosure by the LOCAL AUTHORITY and DEPARTMENT upon request from the property owner or his or her agent. As such, all written documentation must be professionally prepared and be free of inappropriate personal comments.

As a CONSULTANT for the LOCAL AUTHORITY and DEPARTMENT, I affirm that I do not have any financial interest or another type of interest in any property acquisition, relocation benefits or the project. As a CONSULTANT, I further affirm that I do not have any agreement, enforceable promise, or guarantee to provide any future work or result on any LOCAL AUTHORITY and DEPARTMENT project. I have no associations, personal, professional or business relationships with anyone who has a financial interest in the outcome of this project, any property acquisition or relocation benefits, nor does anyone with a financial interest in the outcome of any LOCAL AUTHORITY and DEPARTMENT project exercise any control over the preparation of appraisals, negotiated acquisitions or offer of relocation assistance. Every employee of CONSULTANT doing work for the LOCAL AUTHORITY and DEPARTMENT needs to sign the Confidentiality Form – Conflict-of-Interest Disclosure Statement.

Any CONSULTANT desiring a debriefing on what is a CONFLICT OR CONFIDENTIAL INFORMATION must directly contact the LOCAL AUTHORITY and DEPARTMENT.

INSURANCE

As stated in the Standard Terms and Conditions, services to be provided by the CONSULTANT under this contract with the LOCAL AUTHORITY 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 UECAC 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	2/13/2025	AMERICAN ALTERNATIVE INS CORP	9008802	\$3,000,000	\$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

Project Right of Way Services Scope of Work

The CONSULTANT is required to provide right of way services for the LOCAL AUTHORITY for the project listed below. The CONSULTANT may not modify any of the DEPARTMENT's standard right of way documents as used by the LOCAL AUTHORITY. The CONSULTANT will follow the Uniform Relocation Act; UDOT's Right of Way Operation Manual; UDOT's Right of Way Design Manual, and will comply with all applicable Utah and Federal laws and Administrative Rules in all real estate services provided for this project.

PIN: 19679
Project Contract Ref No.: F-2146(1)8
Contract Name: Cougar Lane; Niagara Way to Kearns High Drive
Agent: Nadia R Bakr

The CONSULTANT will be responsible for supervising staff and consultant agents and all sub consultants who are specialized in one or more of the following fields, if applicable:

- Acquisition Services;

Scope Documents:

- (a) Approval Memo
- (b) Detailed Work Plan
- (c) Personnel/Staffing Plan
- (d) Schedule

Contract execution will be issued through an email notification generated by CMS. Notice to proceed (NTP) for this contract will be issued through an email NTP notification. Authorization to begin work from any other source will result in non-payment of services completed prior to formal NTP.



UDOT Consultant Services

Contract Approval Memo

Memo Printed on: September 10, 2024 4:19 PM



PM Approval Date: [September 9, 2024](#)

UDOT PM: Jolene Ottley

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: 19679
Project No.: F-2146(1)8
Job/Proj: 5589507R
PIN Description: Cougar Lane; Niagara Way to Kearns High Drive

CONTRACT INFORMATION

CS Admin: Sara Memmott
Contract No.: New Acquisition Services
Mod No.:
SOW Completion Date: [August 29, 2025](#)
Contract/Mod Amount: [\\$11,329.02](#)
Fee Type: UNIT PRICE
Selection Method: ROW POOL SMALL PURCHASE
Period: 2024-2029 ROW POOL
Phase: RIGHT OF WAY
Disciplines: ROW ACQUISITION SERVICES

CONTACTS

Consultant

AVENUE CONSULTANTS
Nadia R Bakr
6605 S. REDWOOD RD, STE 200
TAYLORSVILLE, UT 84123

Local Government

Greater Salt Lake Municipal S
Chad Anderson
2001 S STATE STREET
SUITE #N3 600
SALT LAKE CITY, UT 84190
(385) 468-6622
CHANDERSON@SLCO.ORG



UDOT Consultant Services

Local Government Contract Memo

Memo Printed on: September 10, 2024 4:19 PM



PROJECT INFORMATION

PIN: 19679
Project No.: F-2146(1)8
Job/Proj: 5589507R
PIN Description: Cougar Lane; Niagara Way to Kearns High Drive

CONTRACT INFORMATION

CS Admin: Sara Memmott
Contract No.: New Acquisition Services
Mod No.:
SOW Completion Date: [August 29, 2025](#)
Contract/Mod Amount: [\\$11,329.02](#)
Cumulative Amount: [\\$11,329.02](#)
Fee Type: UNIT PRICE
Selection Method: ROW POOL SMALL PURCHASE
Period: 2024-2029 ROW POOL
Phase: RIGHT OF WAY
Discipline: ROW ACQUISITION SERVICES

CONTACTS

<u>Consultant</u>	<u>Local Government</u>
AVENUE CONSULTANTS	Greater Salt Lake Municipal Services District
Nadia R Bakr	Chad Anderson
6605 S. REDWOOD RD, STE 200	2001 S STATE STREET
TAYLORSVILLE, UT 84123	SUITE #N3 600
	SALT LAKE CITY, UT 84190
(801)207-7660	(385) 468-6622
nadia@avenueconsultants.com	CHANDERSON@SLCO.ORG

UDOT has contract limits for Pool Selection Methods. The limit for this contract is \$250,000.00 for the life of the contract, including any future modifications.

UDOT CMS Contract Executive Summary

Contract Number:	NEW	Mod:		Project Number:	F-2146(1)8	PIN:	19679
UDOT Primary Contact:	Jolene Ottley						
PIN Description:	Cougar Lane; Niagara Way to Kearns High Drive						

Brief Description

Avenue Consultants will perform ROW services including up to 4 acquisitions

Project Team

Tonya Bassett will perform the acquisitions.

Assumptions

There will be four (4) acquisitions.

No relocations are expected.

Condemnation will be used if negotiations fail.

Phasing

Most likely no phasing is needed.

Fee Type

This will be a unit-price per parcel.

UDOT CMS Contract Work Plan

Contract Number:	NEW	Mod:	Project Number:	F-2146(1)8	PIN:	19679
UDOT Primary Contact:	Jolene Ottley					
PIN Description:	Cougar Lane; Niagara Way to Kearns High Drive					

Activity: 4L3.0 - ACQUISITION SERVICES

4L3.0 - Acquisition Services:

Acquisition Agent:

The Consultant will be responsible for supervising staff that are specialized in real property acquisition. The Department Project Manager (PM) and Right of Way Project Lead (ROW Lead) will delegate work assignments, monitor quality of work and will provide input on performance. The Consultant will provide consultation, make recommendations, give appropriate advice, and perform the necessary services.

Task 1 Acquisition Services:

Acquisition Preparation:

For acquisition work, the Consultant assigned to each ownership; will follow and comply with the Real Property Acquisition Policy of 1970 as Amended (Uniform Act) and UDOT' Operations Manual

- The number of Acquisitions has been identified, but there may be additional work associated with the Acquisition Services. This may include additional offers for lease hold interests.
- If there are multiple offers, the Consultant must inform the Department (PM and ROW Lead).

Acquisition package:

- The Department will provide the Consultant with an electronic copy of the Ownership Report, Copies of Deeds and/or Easement(s), Right of Way Map for each parcel, an Appraisal, a Review Appraisal or Administrative Compensation Estimate (ACE) stamped by the Department for Just Compensation approval.
- If directed by the Department, the Consultant will schedule and coordinate a Home Inspection.

Negotiations:

The Consultant will contact each owner personally. For those owners out of state or those living in remote places, owners are to be contacted by registered mail. The Consultant will present to the owner the following, but not limited to: Mandatory Offer Letter, Ombudsman' Acquisition Brochure - Your Guide to Just Compensation, Offer to Purchase, Statement of Just Compensation, Right of Way Contract, Deed(s) and/or Easement(s), Right-of-Way Map covering the parcels that need to be acquired on each subject ownership, Executive Summary of Property Owner' Rights and Appraisal or ACE. The Consultant will obtain Estoppel letters from Tenants on total acquisitions. The Consultant will go over each item on the Acquisition

Interview checklist with the property owner. The checklist is to be included in the completed Acquisition file as verification that all items on the checklist were discussed. The consultant shall make contact with the property owner weekly throughout negotiations at a minimum and note these contacts in the agents log.

Failed Negotiations:

If the Consultant is unable to settle with the property owner within a 30 day negotiation period, the Consultant shall contact the ROW Lead to discuss issues and solutions which may include:

- Consultation with the Office of the Property Rights Ombudsman.
- A 4-Options Letter which must be approved by the Department.
- Title must be ordered and Claimant notices sent out prior to the file being submitted for condemnation.
- The Consultant will have two weeks from the date of delivery of the 4-Options Letter to discuss the Property Owner' decision concerning the possibility of a Right of Occupancy, Condemnation or agreeable time frame to complete the Acquisition.
- Right of Occupancy (ROO) must be approved by the Department.
- A ROO must be submitted electronically and by hard copy to the UDOT Coordinator with an outline of the issues and an action plan with dates and solutions to be completed by the Acquisition Agent.
- The Consultant is required to have weekly contact with the property owner to try and resolve the issues within the next 180 days from the approval of the ROO by the Right of Way Director.
- If after 180 days, an agreement cannot be reached, a 3-Options Letter must be provided to the property owner and all of their options explained.
- Consultant is either successful in completing the negotiations and completes the Acquisition file or begins the condemnation process.

Condemnation:

- No Condemnation Action is allowed to begin until the property owner(s) is/are given 30 days to review all of the documentation and the offer presented to them.
- The Consultant is required to complete and submit to the Department an electronic Condemnation file no earlier than 30 days of failed negotiations if a ROO is not executed.
- The Consultant is required to complete and submit to the ROW Lead an electronic Condemnation file within 180 days of the executed ROO if a contract is not executed.

Logs:

It will be the Consultants' responsibility to maintain and post entries into the Agents Log within 24 hours after each and every contact, or attempted contact, with the property owner. Each entry will contain the date of each contact, or attempted contact, with the owner and a summary of each conversation and negotiation. The Consultant will be responsible to follow Department policies and procedures in every Acquisition. The Consultant is expected to make contact every week with the owner at a minimum. All Agent Logs are to be stored in UDOT' ePM system for each project and parcel.

Weekly updates:

The Consultant is responsible to email weekly updates to the Department.

Purchase Contracts and Documents:

- The Consultant will be provided or have access to all of the UDOT standard ROW Contracts, Forms and Documents required in the Acquisition process and will be responsible for completing these forms and ensuring their accuracy.
- If other information is needed, such as construction maps, etc., contact the ROW Lead.
- The Consultant is authorized and will negotiate based on the approved compensation value. If they cannot reach a settlement, the Consultant will contact the Department for all other approvals.
- If a tenant or lessee occupies the subject property under a leasehold interest, the Consultant is required to have both the property and tenant/lessee sign the Right of Way contract.
- Any additions and/or alterations to standard contract verbiage must be approved in writing (email) by the ROW Lead. A copy of these email approvals must be submitted with the completed package. All additions to the ROW Contract are subject to the approval of the ROW Director.

Construction Features:

Any construction features requested, other than those shown in the construction plans, must have approval by the Project Manager to be included in the ROW Contract. All construction additions to the ROW Contract are subject to the approval of the ROW Director.

Closing Tasks:

- The Consultant will verify all closings at a title company are complete.
- The Consultant will verify and have a recorded deed and the final signed Settlement Statement (HUD) scanned into ProjectWise.
- The Consultant will verify that all closing and recording information has been entered into ePM.

Final File:

The final Acquisition packet or condemnation will be completed and delivered to Department as agreed in this scope of work. A final Acquisition file is either a completed Acquisition package with signed contract or a submitted Condemnation file.

Deliverables:

A completed electronic Acquisition package with the signed contract or the complete electronic Condemnation file shall be promptly delivered to the Department Coordinator. (See Documentation Naming Conventions below). All original executed Deeds to be delivered to the UDOT Coordinator within 48 hours of the electronic Acquisition file being submitted.

Task 2 General:

Change Procedures:

- Changes to completed, or partially completed, work products that may require a change to the project scope, schedule or budget, must be brought to the attention of the Department (PM and ROW Lead).
- Completion delays beyond the control of the Consultant or delays resulting from the actions of the Department may require a renegotiated due date. The Consultant shall provide prompt written notice of unexpected conditions or other reasons that might cause a delay to the Department (PM and ROW Lead).

Task 3 Project Requirements / Document Naming Conventions:

- Assignments will not be considered complete until UDOT (ROW Lead and Project Coordinator) receives an electronic copy of the acquisition/condemnation file named with the

proper naming

convention (as found in the current UDOT Right Of Way ProjectWise Guide) along with a returned signed contract and conflict of interest form. Send all electronic copies of the acquisition file to the UDOT Project Coordinator on this contract.

UDOT CMS Staffing Plan

Contract Number:	NEW	Mod:		Project Number:	F-2146(1)8	PIN:	19679
UDOT Primary Contact:	Jolene Ottley						
PIN Description:	Cougar Lane; Niagara Way to Kearns High Drive						

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date	Key
BASSETT, TONYA	ACQUISITION AGENT			1	\$43.27	\$129.02	NTP	Y
				Total Hours for AVENUE CONSULTANTS:		1		

UDOT CMS Staffing Plan

Contract Number:	NEW	Mod:		Project Number:	F-2146(1)8	PIN:	19679
UDOT Primary Contact:	Jolene Ottley						
PIN Description:	Cougar Lane; Niagara Way to Kearns High Drive						

Alternate Staff								
Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date	Key
BAKR, NADIA	SR ROW PROFESSIONAL	BACHELOR OF SCIENCE	UT-11352984-PB00	0	\$120.19	\$358.38	NTP	
MADSEN, CELESTE	ADMINISTRATIVE ASSISTANT			0	\$35.10	\$104.67	NTP	
WADE, DANIELLE	ADMINISTRATIVE ASSISTANT			0	\$31.25	\$93.18	NTP	
SOPER, CHRISTINE	ADMIN ASSISTANT			0	\$27.40	\$81.70	NTP	

Project Right of Way SERVICES FEE SCHEDULE

The DEPARTMENT agrees to compensate the CONSULTANT for the above described services on behalf of the LOCAL AUTHORITY in Exhibit E based on the following fee schedules:

Project Contract Ref No. **F-2146(1)8**

Contract Name: **Cougar Lane; Niagara Way to Kearns High Drive**

Schedule:

- (1) Completion: All work must be completed by **August 29, 2025**. If additional time is required beyond the Scope of Work Completion Date, the CONSULTANT must submit a "Contract Date Extension Modification" to the DEPARTMENT for approval and processing.
- (2) Contract Period: The Contract will terminate **August 29, 2026**, unless otherwise extended or canceled in accordance with the terms and conditions of this contract.
- (3) Special Instructions: As part of this contract, final payment will NOT be provided by the DEPARTMENT until all records and documentation have been scanned, uploaded into UDOT's ProjectWise using UDOT's "Right of Way Projectwise Guide", and an audit conducted by a DEPARTMENT Project Coordinator accepting the CONSULTANTS work.

Total for this contract, not to exceed **\$11,329.02**

UDOT CMS Cost Proposal

Contract Number:	NEW	Mod:		Project Number:	F-2146(1)8	PIN:	19679
UDOT Primary Contact:	Jolene Ottley						
PIN Description:	Cougar Lane; Niagara Way to Kearns High Drive						

Labor Costs				
Employee Name	Contract Job Title	Hours	Proposal Rate	Labor Cost
BASSETT, TONYA	ACQUISITION AGENT	1	\$129.02	\$129.02
Total Hours:		1		
Total Direct Labor:				\$129.02
Other Direct Charges				
ODC Item	Unit of Measure	Qty	Item Cost	Extended Cost
ACQUISITION \$2800	EACH	4.0	\$2,800.000	\$11,200.00
Total Other Direct Charges:				\$11,200.00
Total Contract Cost:				\$11,329.02

UDOT CMS Hours Derivation

Contract Number:	NEW	Mod:		Project Number:	F-2146(1)8	PIN:	19679
UDOT Primary Contact:	Jolene Ottley						
PIN Description:	Cougar Lane; Niagara Way to Kearns High Drive						

Employee Name	4L3.0															Total
BASSETT, TONYA	1															1

UDOT CMS Hours Derivation

Contract Number:	NEW	Mod:		Project Number:	F-2146(1)8	PIN:	19679
UDOT Primary Contact:	Jolene Ottley						
PIN Description:	Cougar Lane; Niagara Way to Kearns High Drive						

	4L3.0															Total
Firm Activity Totals:	1															1
	4L3.0															Total
Transaction Activity Totals:	1															1

ROW Schedule - 4 Ownerships pin #19679			SEP				OCT				NOV				DEC				JAN				FEB				MAR				APR				MAY				JUNE				JULY				AUG							
Action Items	start	end	2	9	16	23	30	7	14	21	28	4	11	18	25	2	9	16	23	30	6	13	20	27	3	10	17	24	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25
1. Receipt of ROW documents for 4 parcels	9/23/2024	10/13/2024																																																				
2. Appraisals and/or Compensation Estimates performed	9/23/2024	11/20/2024																																																				
3. Make Offers	11/23/2024	12/1/2024																																																				
4. Negotiations	11/23/2024	1/1/2025																																																				
5. 4-Options Letter (if necessary)	12/30/2024	2/3/2025																																																				
6. Condemnation (if necessary)	1/15/2025	8/29/2025																																																				