

## CITY OF PAYSON DBA PAYSON CITY OUTSIDE ENGINEERING SERVICES REIMBURSEMENT AGREEMENT

**THIS OUTSIDE ENGINEERING SERVICES REIMBURSEMENT AGREEMENT**, made and entered into by and between the Utah Department of Transportation, ("UDOT") and City of Payson dba Payson City, a political subdivision in the State of Utah ("City"). Each as party, ("Party") and together as parties, ("Parties").

### RECITALS

**Whereas**, UDOT is engaged in preparing plans, specifications, and estimates of cost for the construction for the highway project identified as Project Number S-I15-6(265)250; I-15; Nebo Beltway Interchange, in Utah County, Utah ("Project"); and

**Whereas**, UDOT has identified City utility facilities ("Facility or Facilities") within the limits of the Project which may necessitate relocation, protection, or adjustment of the Facilities ("Utility Work"); and

**Whereas**, the City desires to hire a consultant to perform engineering, coordination, review, and inspection of the Utility Work on behalf of the City ("Outside Engineering Services"); and

**Whereas**, UDOT will allow the City to hire Outside Engineering Services upon the terms and conditions of this agreement.

This Agreement is made to set out the terms and conditions for Outside Engineering Services that will be performed.

### AGREEMENT

Now therefore, the Parties agree as follows:

1. The City will hire Outside Engineering Services for the Utility Work. A scope of work for the Outside Engineering Services is attached as Exhibit "A" that is incorporated by reference.
2. UDOT will reimburse the City for the actual cost incurred for Outside Engineering Services. The estimated cost of Outside Engineering Services is attached as Exhibit "A" that is incorporated by reference. This is an estimate only. Total payment to the City by UDOT is based on the actual costs incurred as determined after completion of the Utility Work.

Total Estimated Cost for Outside Engineering Services - \$ 40,800.00

3. In the event there are changes in the scope of the Outside Engineering Services covered by this Agreement, a modification to this Agreement in writing by the Parties is required prior to the start of Outside Engineering Services on the changes and additions.

4. The City shall submit itemized bills covering its actual costs incurred for Outside Engineering Services to:

UDOT Contracts and Compliance Specialist  
4501 South 2700 West  
Construction Office, Box 148220  
Salt Lake City, UT 84114-8220

Itemized bills shall bear the Project and Agreement numbers, supporting sheets, and a complete billing statement of all actual costs incurred, following the order of the items in the detailed estimates contained in this Agreement, and be submitted to UDOT within **60 days** following completion of Outside Engineering Services for the City on the Project. Otherwise, previous payments to the City may be considered final, except as agreed to between the Parties in advance.

UDOT will reimburse the City within **60 days** after receipt of the billings, but only for items complying fully with the provisions of Utah Administrative Code R930-8. Failure on the part of the City to submit final billings within **6 months** of the completion of Outside Engineering Services will result in UDOT's disallowance of that portion of Outside Engineering Services performed by the City.

5. UDOT and the Federal Highway Administration shall have the right to audit all cost records and accounts of the City pertaining to this Project in accordance with the auditing procedure of the Federal Highway Administration and 23 C.F.R. § 645, subpart A. Should this audit disclose that the District/City/County has been underpaid, the City will be reimbursed by UDOT within **60 days** upon submission of additional billing to cover the underpayment. Should this audit disclose that the District/City/County has been overpaid, the City will reimburse UDOT within **60 days** of notification of audit findings in the amount of the overpayment. For purpose of audit the City is required to keep and maintain its records of Outside Engineering Services covered herein for a minimum of 3 years after final payment is received by the City from UDOT.
6. All work of the City that relates to any agreement with UDOT is subject to Public Law 115-232, Sec. 889 and 2 CFR § 200.216 (the "Telecommunications Laws"). Among other things, the Telecommunications Laws prohibit the use of any sort of "covered telecommunications" equipment or services, which are those provided by a company listed in such laws. The City shall at all times comply with the Telecommunications Laws. The City hereby certifies that it has read the Telecommunications Laws and consulted with legal counsel as needed. For all matters which are the subject of any agreement between the City and UDOT, the City hereby certifies that it currently conforms with, and will continue to conform with, the Telecommunications Laws in all respects. The City shall also place this certification in all UDOT-related contracts with subcontractors, consultants, and suppliers for UDOT's benefit. If any government entity having jurisdiction determines that the City or its associates is not in compliance with the Telecommunications Laws, the City agrees that it shall promptly notify UDOT of the same and remedy any deficiency.

#### 7. MISCELLANEOUS

- a. Each Party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of this Agreement at the request of the other Party.
- b. This Agreement in no way creates any type of agency relationship, joint venture, or partnership between UDOT and City.

- c. The failure of either Party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either Party to exercise any rights or remedies provided in this Agreement, or by law, will not release either Party from any obligations arising under this Agreement.
- d. This Agreement shall be deemed to be made under and shall be governed by the laws of the State of Utah in all respects. Each person signing this Agreement warrants that the person has full legal capacity, power and authority to execute this Agreement for and on behalf of the respective Party and to bind such Party.
- e. If any provision or part of a provision of this Agreement is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision. Each provision shall be deemed to be enforceable to the fullest extent under applicable law.
- f. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were made upon the same instrument. This Agreement may be delivered by facsimile or electronic mail.
- g. This Agreement shall constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this Agreement must be in writing and executed by authorized representatives of each Party.
- h. The date of this Agreement is the date this Agreement is signed by the last Party.



Project No. S-I15-6(265)250; Utah County  
Project Name: I-15; Nebo Beltway Interchange  
City of Payson dba Payson City  
CID No. 74683 PIN 11350

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed by their duly authorized officers.

**ATTEST:**

City of Payson dba Payson City

\_\_\_\_\_  
**Title:** \_\_\_\_\_

\_\_\_\_\_  
**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

(IMPRESS SEAL)

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**Recommended for Approval:**

**Utah Department of Transportation**

\_\_\_\_\_  
**Title:** Utility and Railroad Leader

\_\_\_\_\_  
**Title:** Project Manager

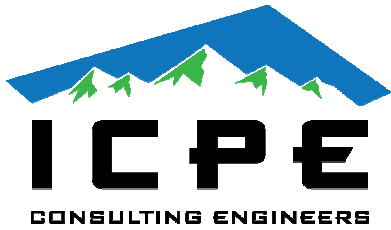
**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Comptroller Office

\_\_\_\_\_  
**Title:** Contract Administrator

**Date:** \_\_\_\_\_



# EXHIBIT A

**1145 East South Union Avenue  
Midvale, Utah 84047  
(801) 255-1111**

September 17, 2025

Shawn Black  
Power Department Director  
Payson City  
1100 North 100 East  
Payson, UT 84651

Re: Engineering Proposal for I-15 Nebo Beltway Interchange Distribution Line Realignment Project

Dear Shawn,

Intermountain Consumer Professional Engineers Inc. (ICPE) appreciates the opportunity to provide Payson City Power (PCP) with a proposal for the I-15 Nebo Beltway Interchange Distribution Line Realignment Project.

The Utah Department of Transportation (UDOT) is proceeding with a project to update the I-15 entrance/exit ramps at Payson's Main St/Nebo Beltway Interchange. Consequently, a section of the existing overhead distribution line along Arrowhead Trail Road must be rerouted and redesigned to accommodate the UDOT roadway changes and to meet clearance requirements.

## **A. SCOPE OF SERVICES**

ICPE is proposing the following Scope of Services for the Project.

1. *Distribution Line Realignment Design:*
  - a. Perform the necessary PLS CADD line modeling to determine the design requirements of the new replacement structures. *It's anticipated that the project will require design for (4) new wood poles.*
  - b. Develop and provide a *Plan and Profile* drawing.
  - c. Develop and provide *Pole Top Assembly* drawings.
  - d. Develop and provide *Guying Arrangement* drawings.
  - e. Provide a *Bill of Material* for the construction of the new pole structures and line section.
  - f. Develop and provide *Sag and Tension* charts for the design.

Office: (801) 255-1111 • Fax: (801) 566-0088 • E-mail: ICPE@icpeinc.com

# EXHIBIT A

## 2. *Project Cost Estimate:*

- a. Develop and provide an overall project cost estimate,  $\pm 25\%$  level, for the line realignment.

## 3. *Procurement Support:*

- a. Support PCP in procuring any other long lead material items, as required, by obtaining quotes, evaluating quotes, and reviewing vendor submittals.
- b. Provide construction bid spec documents, as required, for the installation of the new line section.
- c. Provide clarifications and technical support during the construction bidding process.
- d. Support PCP in the construction process by responding to RFIs and reviewing construction material submittals.
- e. Perform on-site inspections during the construction phase, as required.

## B. DELIVERABLES

The anticipated Project deliverables are as follows:

1. Plan and profile, pole top assembly, guying arrangement, and bill of material design drawings in PDF and AutoCAD formats.
2. Project construction cost estimate.
3. Procurement and construction support.

## C. PROJECT BUDGET

TASK DESCRIPTION	TASK HOURS	TASK COST
1. Distribution Line Re-Alignment Engineering & Design Drawings	160	\$25,400.00
2. Construction Cost Estimate	30	\$6,600.00
3. Procurement & Construction Support	50	\$8,800.00
<b>TOTAL</b>	<b>240</b>	<b>\$40,800.00</b>

# EXHIBIT A

## D. CLARIFICATIONS, ASSUMPTIONS, AND EXCLUSIONS

The following items apply in the proposed Scope of Services.

1. The proposal assumes that PCP will provide the relative UDOT alignment documents, survey data, and drawing files for reference, as required.
2. The Proposal does not include any engineering for steel pole or foundation design. ICPE assumes the project will not require any light duty or custom steel poles.
3. The Proposal does not include any permitting, right of way, or land acquisition services.
4. The proposal does not include any survey and geotechnical investigation services.
5. The proposal does not include any material procurement, construction, installation, testing, or commissioning services. However, the proposal does include an allotment of time for engineering support during these various phases of the project.
6. The project budget is proposed as a *Time and Material (T&M)*, *not to exceed* fee. Invoicing shall be in accordance with the attached rate sheet.
7. This proposal is valid for (30) days from the date of issuance.

## E. SUMMARY

ICPE proposes services for this Project, as outlined above, for **\$40,800.00** (*Forty Thousand Eight Hundred US Dollars*). Thank you for the opportunity to provide you with this proposal. Should you have any questions, please give me a call at your convenience.

Sincerely,



Matt Levorsen, P.E.  
Chief Electrical Engineer



# EXHIBIT A

**CONFIDENTIAL**

1145 East South Union Avenue  
Midvale, Utah 84047  
(801) 255-1111

Title	Rate
Manager - Quality Manager .....	\$155.00 per hour
Manager - Project Manager Level III .....	\$195.00 per hour
Manager - Project Manager Level II .....	\$175.00 per hour
Manager - Project Manager Level I .....	\$145.00 per hour
Engineer - Process Level V .....	\$215.00 per hour
Engineer - Process Level IV .....	\$200.00 per hour
Engineer - Process Level III. ....	\$190.00 per hour
Engineer - Process Level II .....	\$160.00 per hour
Engineer - Process Level I .....	\$135.00 per hour
Engineer - Mechanical Level V .....	\$200.00 per hour
Engineer - Mechanical Level IV .....	\$185.00 per hour
Engineer - Mechanical Level III. ....	\$165.00 per hour
Engineer - Mechanical Level II .....	\$130.00 per hour
Engineer - Mechanical Level I .....	\$115.00 per hour
Engineer - Instrumentation/Control Level V .....	\$200.00 per hour
Engineer - Instrumentation/Control Level IV .....	\$180.00 per hour
Engineer - Instrumentation/Control Level III. ....	\$160.00 per hour
Engineer - Instrumentation/Control Level II .....	\$130.00 per hour
Engineer - Instrumentation/Control Level I .....	\$115.00 per hour
Engineer - Electrical Level V .....	\$220.00 per hour
Engineer - Electrical Level IV .....	\$200.00 per hour
Engineer - Electrical Level III. ....	\$175.00 per hour
Engineer - Electrical Level II .....	\$145.00 per hour
Engineer - Electrical Level I .....	\$115.00 per hour
Engineer - Civil/Structural Level V .....	\$200.00 per hour
Engineer - Civil/Structural Level IV .....	\$180.00 per hour
Engineer - Civil/Structural Level III. ....	\$160.00 per hour
Engineer - Civil/Structural Level II .....	\$130.00 per hour
Engineer - Civil/Structural Level I .....	\$110.00 per hour





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**CONFIDENTIAL**

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Midvale, Utah 84047  
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Title	Rate
Designer - Level III .....	\$155.00 per hour
Designer - Level II .....	\$140.00 per hour
Designer - Level I .....	\$125.00 per hour
CAD Operator – Level III .....	\$100.00 per hour
CAD Operator - Level II .....	\$80.00 per hour
CAD Operator - Level I.....	\$60.00 per hour
Administrator - Controller Level III .....	\$115.00 per hour
Administrator - Controller Level II .....	\$100.00 per hour
Administrator - Controller Level I .....	\$90.00 per hour
Administrator - Technician Level III .....	\$115.00 per hour
Administrator - Technician Level II .....	\$105.00 per hour
Administrator - Technician Level I .....	\$95.00 per hour
Project Assistant - Project Admin Assistant Level III .....	\$110.00 per hour
Project Assistant - Project Admin Assistant Level II .....	\$100.00 per hour
Project Assistant - Project Admin Assistant Level I .....	\$90.00 per hour
Mileage Expense.....	\$ .685 per mile

Note: Our charges reflect actual costs plus overhead expenses.

Certain expenses, outside of room and board costs, which are directly incurred in connection with a project, will be billed to the client at cost plus 5 - 15 percent, depending upon the nature of the expenses. These costs could include, but are not limited to, subcontractor, equipment purchases, material purchases, legal costs, outside reproduction costs, photographic costs, wire and wireless communication costs, express mailing costs, leased vehicles, airfares, fees, etc. which are project associated.

Engineering Consultation Services will be billed out at 1.5 times the normal Engineer Rate. This multiplier will be used for expert witness service(s), negotiation service(s), executive review services, or any other services, which do not involve specific engineering support from other company disciplines.

All billings, which are not paid within 30 days of submittal, are subject to a late payment interest charge of 1.5 percent per month.