



LOCAL GOVERNMENT CONTRACT

STATE OF UTAH
LOCAL GOVERNMENT
CONSULTANT SERVICES
2025-2026 LG POOL (SMALL PURCHASE)
COST PLUS FIXED FEE

CONTRACT NO. _____

EFFECTIVE DATE _____

TRACKING NO. _____

Project No.: F-2068(2)4
PIN Description: White City & Kearns WFRC TAP
FINET Prog No.: 5636115D
PIN No.: 21233
Work Discipline: Preconstruction Engineering

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

[E S I Engineering, Inc.](#)
4141 West 2100 South, Suite 100
West Valley City, UT 84120

Legal Status of Consultant: For Profit Corporation

Fed ID No.: 87-0275386

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 [Preconstruction Engineering](#) services as further described in Attachment C.

3. **SCOPE OF WORK / CONTRACT PERIOD:** The Scope of Work will end [October 29, 2027](#) and the Contract will terminate [October 29, 2028](#), 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 [\\$152,947.80](#) 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

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 - E S I Engineering, Inc.

By: 
Title: Vice President
Printed Name: Cody Pedersen

LOCAL AUTHORITY - Greater Salt Lake Municipal Services District

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

UTAH DEPARTMENT OF TRANSPORTATION

By: 
Title: Director of Preconstruction

DEPARTMENT Comptroller's Office

By: _____ Date _____
Title: _____
Printed Name: 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 [E S I Engineering, Inc.](#) 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 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.

**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 must 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 shall be liable to any other party, or to any third party claiming through such other party, for any special, incidental, indirect, punitive, liquidated, delay, or consequential damages of any kind—including, but not limited to, lost profits or loss of use of property, facilities, or resources—arising out of this contract or the goods or services furnished hereunder. The foregoing sentence addresses types of indirect damages only, and CONSULTANT shall not claim that it applies to any direct damages. Under subsection 8(a), CONSULTANT is liable to the DEPARTMENT for direct damages, which include but are not limited to charges that the DEPARTMENT must pay to a contractor because of the CONSULTANT's negligent acts, errors, omissions, or willful misconduct (such as, for example, amounts that the DEPARTMENT must pay to a contractor to reorder materials and reperform work, and charges that the DEPARTMENT must pay to a contractor for delays that the CONSULTANT causes in the contractor's work).
(Provision revised 12/23/2025.)
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, before the CONSULTANT begins work under this contract.

The CONSULTANT is responsible for ensuring there is no gap in insurance coverage during the term of this Contract, and must demonstrate compliance in their annual Financial Screening Application. The CONSULTANT is solely responsible for any consequences of gaps in insurance coverage, and for improper submission of any Certificate of Insurance.

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.

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. (*Provision revised 6/11/2025.*)

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 origin²⁹ 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);
- 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). *(Provision revised 6/11/2025.)*

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 will 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 53, "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. **CONSTRUCTION INSPECTION AND MATERIALS TESTING:** The CONSULTANT will utilize MasterWorks Construction and MasterWorks Materials for performing all construction inspection and materials testing. Additionally, the CONSULTANT will employ MasterWorks Construction and MasterWorks Materials for all construction-related documentation. (Provision revised 2/5/2025.)

38. **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.

39. 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.

40. 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.

41. 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.*)

42. **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.
43. **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.

44. 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.

45. 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.

46. 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.

47. **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.

48. **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.

49. **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.

50. **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.

51. **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.

52. **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.

53. 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.

54. **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 preconstruction engineering services and deliver an advertising package for a sidewalk project in White City, on Sigo Lily Drive from 1260 East 1300 East and a sidewalk project in Kearns City, on 4220 West, 5485 South to 5464 South.

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 [October 29, 2027](#). 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 [October 29, 2028](#), unless otherwise extended or canceled in accordance with the terms and conditions of this contract.



UDOT Consultant Services

Contract Approval Memo

Memo Printed on: January 26, 2026 1:06 PM



PM Approval Date: [January 22, 2026](#)

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: 21233
Project No.: F-2068(2)4
Job/Proj:
PIN Description: White City & Kearns WFRC TAP

CONTRACT INFORMATION

CS Admin: Lisa Iams
Contract No.: New White City & Kearns WFRC TAP PE
Mod No.:
SOW Completion Date: [October 29, 2027](#)
Contract/Mod Amount: [\\$152,947.80](#)
Fee Type: COST PLUS FIXED FEE
Selection Method: GE / LG POOL SMALL PURCHASE
Period: 2025-2026 GE POOL
Phase: PRELIMINARY ENGINEERING
Disciplines: PRECONSTRUCTION ENGINEERING

CONTACTS

Consultant	Local Government
E S I ENGINEERING, INC.	Greater Salt Lake Municipal S
Cody Pedersen	Chad Anderson
4141 WEST 2100 SOUTH, SUITE 100 WEST VALLEY CITY, UT 84120	2001 S STATE STREET SUITE #N3 600 , SALT LAKE CITY, UT 84190 (385) 226-0032 CANDERSON@MSD.UTAH.UTAH

E S I ENGINEERING, INC.

Prime

UDOT CMS Contract Executive Summary

Contract Number:	NEW	Mod:		Project Number:	F-2068(2)4	PIN:	21233
UDOT Primary Contact:	Kevon Ogden						
PIN Description:	White City & Kearns WFRC TAP						

Brief Description

ESI Engineering, Inc. (ESI) proposes to contract with the Greater Salt Lake Municipal Services District (MSD) through Utah Department of Transportation (UDOT) to perform preconstruction engineering services and deliver an advertising package for a sidewalk project in White City, on Sigo Lily Drive from 1260 East 1300 East and a sidewalk project in Kearns City, on 4220 West, 5485 South to 5464 South. Sidewalk improvements are anticipated on both sides of the roadway, within existing right-of-way, requiring some roadway excavation and flatwork improvements.

Project Team

ESI will be the prime and perform tasks as outlined.

Assumptions

Meetings/Milestones ↳ held in person unless otherwise noted.

- a. Kickoff Meeting / Maintenance Preconstruction Site Visit
- b. Plan-in-Hand Review Meeting
- c. PS&E Review Meeting
- d. Comment Resolution resolved through email and Comment Resolution Form approval.

1. White City & Kearns - Design
 - a. Project deliverables will follow standards typical for federally funded projects.
 - b. All permanent improvements are assumed to occur within existing right-of-way (ExRow), with the exception of two corner clips for pedestrian ramp upgrades on northeast and southeast corners of Sego Lily Dr and 1300 East. Temporary construction easement (TCE) documentation will be developed for landscape, driveway, and parking lot tie-ins for 6 Parcels along Sego Lily Dr and 3 Parcels on 4220 West.
 - c. Six pedestrian ramps will be certified on Sego Lily Drive.
 - d. Utility facilities will be identified using Quality Level-D data. Any necessary relocations will occur under existing franchise agreements. Third-party utility coordination will be limited to conflict communication; no new agreements will be developed.
 - e. No railroad facilities are known within project limits; therefore, no railroad coordination or design is anticipated.
 - f. Stakeholder and public involvement will be limited to direct stakeholder communication notifying them of the project prior to acquisition agent contacting them. No press releases, media outreach, website updates, project branding, public meetings or stakeholder committees are planned.
 - g. Environmental clearance, in the form of a categorical exclusion, has been provided by others.
 - h. Structural design is anticipated for modifying existing retaining wall in White City near 1300 East.
 - i. Roadway and sidewalk design will include development and analysis of a roadway model, with recommended horizontal and vertical alignments.
 - j. Plan sheets will be the primary project deliverable; digital model files will not be provided.
 - k. No drainage design is anticipated and will be limited to surface water flow to existing drainage systems.
 - l. The Engineer's Estimate will be developed in Masterworks.
 - m. Pavement design is not anticipated; pavement widening will be limited to what is required for the new curb, gutter, and sidewalk layout, following the City's proposed typical section for pavement.
 - n. Existing striping and lane configurations will remain and not change.
 - o. Minor ground-level roadside signing will be updated as impacted by new project improvements.
 - p. PDC documentation will include minor updates related to improving existing pavement cross slopes and project-specific provisions.
 - q. A draft MS4 plan will be prepared for the contractor to finalize and submit.
 - r. The consultant project manager will assist the UDOT project manager with project updates, scheduling, and budget management.
 - s. Design support during construction will be provided up to the time limit set in the contract and will include responses to RFIs and addenda during the advertisement period; no plan or specification updates will be made during construction.
2. The scope of work provided is based on improvements that are anticipated and that can be completed at a programmed value of \$1.2M.

Phasing

This project will be completed in one 'design' phase.

Fee Type

Cost Plus Fixed Fee (CPFF).

UDOT CMS Contract Work Plan

Contract Number:	NEW	Mod:	Project Number:	F-2068(2)4	PIN:	21233
UDOT Primary Contact:	Kevon Ogden					
PIN Description:	White City & Kearns WFRC TAP					

Activity: 1Z1 - PROJECT OVERSIGHT

1Z1 Project Oversight

Overview

This activity is for the Project Manager oversight of the project through the entire design phase and into post advertising. This activity is used to manage all of the aspects of the project, including scope, schedule and budget.

References

Project Financial Management Guide

Team UDOT Guide

UDOT Project Manager Guide

Consultant Services Manual of Instruction

Deliverables & Tasks

I. PROJECT OVERSIGHT

A. Read, Understand, and Become Familiar with the UDOT Project Manager Guide

1. This will help experienced and new PMs understand PM processes and expectations.
2. It will acquaint PMs with their roles and responsibilities along with the skills and knowledge required to deliver a successful project.

B. Read, Understand, and Become familiar with the Team UDOT Guide

1. This brings together team building tools, tips, strategies and steps to help improve project success by:
 - Improving Project Delivery
 - Enhancing communication and collaboration
 - Reaching milestones on time and under budget
 - Generating innovative ideas and solutions

II. PROJECT SCOPE

A. Project Setup and then Continue following this Guideline to Aid in the Delivery of a Successful Project

1. See activity 1Z2

III. PROJECT SCHEDULE

A. Update/Review Schedule in UDOT Scheduling Software

1. Discipline Leads are responsible to update the schedule in UDOT scheduling software for their activities.

2. This task is to review updates and project status in the scheduling software.
3. The PM is responsible for making sure the project is on schedule, within allocated resources (budget and staff), and within scope.
4. Coordinate with Discipline Leads to address projected needs that will exceed the schedule, resources, and scope.

IV. PROJECT BUDGET

A. Read, Understand, and Become Familiar with Project Financial Management Guide

1. The goal for this guide is to provide an overview of the Project Finance Life Cycle and to give tools to minimize the project's financial risk and make best use of the budget.
2. The Project Financial Life Cycle serves as budget milestones and checkpoint opportunities to validate projected cost estimates, account for actual expenditures, confirm project phase budgets, and ensure budget risk cost controls are in place.
3. The Project Financial Management Guide includes the following chapters which describe how a project is initiated (well before the PDN process is started on a project), to how a project is closed out, including:

- Introduction
- Basic Project Accounting
- Project PIN Creation Process
- Concept Development (CD) Process
- Preconstruction Process
- Advertise Construction Process

B. Develop and Monitor the Budget with Coordination and Input from the Discipline Leads

C. Actively Track, Monitor, Refine, Update the Project Budget

D. Manage Contracts and Contract Modifications

1. Set up contracts with consultants when needed to deliver the scope of the project. (See Activity 1Z3 for further guidance)
2. Request contract modifications when they are justified.
3. Review all consultant invoices to see that they are consistent with the contract documents and then submit for payment.

Invoices should be reviewed and approved or rejected within 30 days of submittal.

Activity: 1V1 - KICKOFF MEETING

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.

References

Team UDOT Guide

Deliverables & Tasks

I. KICKOFF MEETING AGENDA

- A. Develop Meeting Agenda
 1. Plan the time and location.

2. Identify and schedule resources such as vehicles and drivers.
3. Prepare and distribute the agenda for review before the meeting.

The following are potential agenda items and materials:

Field Visit
Team Member Introductions Including Role on the Project
Project Location
Concept Report
Scope, Schedule, and Budget
Risk Register (2Z1)
Aesthetics and Landscape Assessment
Maintenance of Traffic
Problem areas identified by Maintenance
Project Communication Plan
UDOT QC/QA Documentation
Draft Project Definition Document (PDD)
Lessons Learned from Previous Projects
Transportation Solution additions
Project Safety Analysis
Maintenance/Pre Construction Site Visit

B. Invite Meeting Attendees

1. Invite all potential project team members.
2. Include the following with the invitation:
 - Meeting Agenda
 - Proposed Scope, Schedule, and Budget
 - Draft PDD
 - Concept Report (if available)
3. Refer to Preface - Project Coordination section for a listing of required attendees.

C. Hold Meeting

1. Conduct the meeting according to the agenda.
2. Provide the following at the meeting:
 - Concept Report
 - Project Location Mapping such as USGS Quads, GoogleEarth, and As-Builts
 - Draft Project Definition Document (PDD)

II. KICKOFF MEETING NOTES

A. Compile Meeting Notes

1. Develop meeting notes and distribute them to all invitees for comment and review.
2. Include the following:
 - Decisions
 - Action Items
 - Revisions to Draft PDD
 - Scope
 - Objective Statement

Schedule
Budget
Risk Register
Communication expectations

III. PROJECT COMMUNICATIONS PLAN

A. Develop/Revise Project Communications Plan

1. Based on discussions at the Kickoff Meeting, establish the communications plan.

This should include a commitment to how the team members will communicate with each other throughout the project.

See Team UDOT Team Building Guide, "Plan Your Communication" section for suggestions.

IV. DRAFT PROJECT DEFINITION DOCUMENT (PDD)

A. Revise Project Definition Document (PDD)

1. Based on discussions at the Kickoff Meeting, update the draft PDD to reflect the appropriate scope, schedule, budget, and risks associated with the project.

V. UPDATED SCHEDULING SOFTWARE AND RISK REGISTER

Activity: 1B1 - DEVELOP BASE MAPPING/EXISTING SURFACE

1B1 Develop Base Mapping/Existing Surface

Overview

Obtain base mapping and topography for the entire project area.

References

Geo-Referencing MicroStation Seed file DTY File.pdf

UDOT CADD Standards

UDOT Survey & Geomatics Standards

UDOT Plan Sheet Development Standards

UDOT Digital Delivery Website

UDOT QC/QA Documentation

Deliverables & Tasks

I. SURVEY CONTROL SHEET (INCLUDES .DGN AND .PDF FILES)

A. Establish Survey Control

1. Establish Survey control (basis of bearing) using the latest National Geodetic Survey datum and State Plane Coordinate System as defined in the UDOT Survey & Geomatics Standards. As a minimum, horizontal coordinates should be carried out to .01 foot, unless greater accuracies are specified in the project's requirements.

Determine the type of survey based on the current UDOT Survey & Geomatics Standards, and project requirements as established at preliminary meeting with consultant surveyor, the region surveyor, the project manager, and design lead.

The basis for the survey should include the following as determined in the scope of work:

- Section Corners
- Existing ROW Markers
- USGS Monuments
- State Plane Coordinate System
- Local Survey Monuments
- Project Specific Control Monuments
- Latitude, Longitude, and Height
- Project Coordinates
- Section, Township, and Range
- Description of found Monuments

Control points need to have northing, easting, and elevation with equivalents in the State Plane Coordinate System.

If appropriate, include a paragraph describing the project parameters or the basis of bearing with primary control monuments.

Identify the bearing and distance between found & calculated section corners.

Description of how calculated section corners were re-established.

Clearly identify the units and the level of accuracy.

B. Establish Geo-referenced Seed File (.dgn)

1. Develop project specific geographic coordinate system and create a project geo-referenced seed file. Perform all work in MicroStation and according to UDOT CADD Standards.

C. Complete Survey Control Plan Sheets

1. Conform to UDOT CADD Standards, UDOT Plan Sheet Development Standards, UDOT Digital Delivery Website and UDOT Survey & Geomatics Standards to complete the Survey Control Plan Sheet(s).
2. The Control Summary Sheet shall be complete and delivered together with the extopo.dgn deliverable, including certification by a Utah Professional Land Surveyor.
3. The sheet will be delivered to the Region Surveyor for a quality assurance check.

II. BASE MAPPING (INCLUDES .EXTOPO FILE)

A. Perform Topographical Survey of Existing Features in Project Area

1. Prior to the base mapping survey being performed, a meeting between the consultant surveyor, region surveyor, the project manager, and design lead will be held in order to anticipate the needs for the project.
2. Some topics for the meeting could include but is not limited to:

Schedule

Survey needs

Recommended type of survey method

Accuracy requirements based on project type. (e.g. Machine Control Guidance, 3D Engineered Models, Pavement, Structures, etc.)

Project Definition Document Discussion

Extents of project survey

Features needed for survey

Other needs determined by the project manager, designer, or surveyor

Past projects with developed control systems

Utility locating

UAS mapping

3. Potential Contacts:

Federal Agencies/Bureau of Land Management/Forest Service/National Park Service/Bureau of Reclamation/U.S.

Geological Survey/Department of Defense/Bureau of Indian Affairs

 Permission to Enter

 Survey Markers

 UDOT Permits Officer

 Permission to Enter

 Obtain Encroachment Permit

 UDOT Region ROW Engineer

 Survey Control

 Local Governments

 Permission to enter

 Survey Control

 State Land Board

 Permission to enter

 School & Institutional Trust Land Administrations (SITLA)

 Permission to enter

 Indian Nations

 Permission to enter

 Railroads/Transitways

 Permission to enter

 Private Property Owners

 Permission to enter

4. Provide a text .csv file that matches the base mapping, including survey point numbers, northing and easting coordinates, elevations, and descriptions.

5. Provide a geo-referenced MicroStation file with survey point numbers, elevations, and descriptions displayed.

6. Provide a copy of all field notes made during the survey.

7. Perform all work according to UDOT CADD Standards.

B. Develop Base Mapping

1. Perform all work in a geo-referenced Bentley Open Roads file and according to UDOT CADD Standards and UDOT Survey & Geomatics Standards.

C. Develop DTM of the Existing Surface

1. Perform all work in Bentley Open Roads according to UDOT CADD Standards and UDOT Survey & Geomatics Standards.

III. ADDITIONAL BASE MAPPING

A. Determine Extent of Additional Surveying Needs

1. Coordinate with project team members to determine additional surveying needs.

B. Develop Additional Base Mapping and DTM

1. Revise or provide additional base mapping and DTM.

IV. ORIGINAL FIELD DATA

A. Provide Original Field Data

1. Provide all data in accordance to UDOT Survey & Geomatics Standards Manual.
2. Provide .CSV point list file and level notes.

B. Provide UAS Raw Data (if required)

1. Provide all raw photos taken from the UAV.
2. Provide a .csv file containing the Northing, Easting and Elevation of all Ground Control Points used for the UAS 3D model.

V. QC DOCUMENTATION

A. Perform the QC Review following the UDOT QC/QA Procedures and the Survey/Mapping QC Checklist before distribution.

1. Provide a certification from the Licensed Land Surveyor
2. Complete all necessary corrections from the 1B1 QC checklist.
3. Upload all QC documentation, including completed checklist and required signed certification into ProjectWise and attribute it correctly before or at the distribution of the milestone review package.

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

1J1 Identify Existing Right-of-Way

Overview

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

References

ePM

UDOT CADD Standards

UDOT Digital Delivery Website

UDOT QC/QA Documentation

UDOT Right-of-Way Division Website

UDOT Standard Drawings

If Local Government Project

Identify critical parcels early in the process

Prepare Cost Estimates

Prepare preliminary Right-of-Way Plans and Ownership Records

Review Right-of-Way documents when the project impacts a city or county road and the property to be acquired is in the city or county's name

Develop Coop Modification for Right-of-Way (CAMROW)

Prepare Resource Plan

Process CAMROW and R-709 form

Deliverables & Tasks

I. EXISTING ROW MICROSTATION FILE (PIN_PROJECT_EXROW.DGN)

A. Research Existing ROW and Property Boundaries for Project Area

1. Do the following for the entire project limits:

Identify all property owners

- Obtain existing UDOT ROW plans
- Obtain tax IDs
- Obtain vesting deeds and documents
- Obtain county ownership plat maps
- Obtain mining claims
- Obtain subdivision plats
- Obtain Record of Survey plats
- Obtain Utility maps and deeds to identify utility easements and right-of-ways
- Other documents as may be necessary to complete the task

2. Potential Contacts

- County Recorder
- UDOT ROW
- BLM Officials
- County Surveyor
- Utility Companies
- Municipality Surveyor
- Railroad Companies
- Additional Surveyors
- Title Companies

B. Develop Existing ROW Mapping and MicroStation Files

1. Comply with current UDOT CADD Standards to develop the Exrow.dgn file.

Create the Exrow.dgn from the geo-referenced seed file for the project from task 1B1.

Develop all linework in MicroStation and adhere to CADD standards.

Convert existing right-of-way information into the geo-referenced Exrow.dgn based on the correct project coordinate system.

Identify boundary gaps and overlaps and other inconsistencies or ambiguities that will need to be cleaned up if further action is required on the parcels.

Assign a UDOT Ownership number to each ownership south to north or west to east beginning at #100 typically.

Do not number up one side of the highway and back the other but stagger the numbering.

II. PROPERTY OWNER SPREADSHEET

A. Develop Property Spreadsheet

1. Develop a spreadsheet containing:

All owner names beginning with the lowest UDOT ownership number assigned

Property addresses

Mailing address

Tax ID numbers

Size of overall ownership

Property type

Zoning

Other pertinent property or ownership data

Phone number & email address to be provided by Public Involvement Team

2. Provide the ROW acquisition team with the spreadsheet and upload to the Right-of-Way folder in ProjectWise.

B. Identify Potential Impacts

1. Identify potential ROW and easement impacts of all types.
2. Identify the level of risk, source (roadway, utilities, drainage, etc), and possible mitigations of each impact if possible.

III. QC DOCUMENTATION

A. Perform QC Review

1. Perform the QC Review following the UDOT QC/QA Procedures and the ROW Design QC Checklist before distribution.

Provide the Checker with a check print of each deliverable and supporting documentation.

Complete all necessary corrections from the QC check.

Upload all QC documentation into the ROW folder in ProjectWise and attribute it correctly before or at the distribution of the milestone review package.

Activity: 2R1 - MODEL INITIAL ROADWAY DESIGN

2R1 Model Initial Roadway Design

Overview

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

References

AASHTO Roadway Lighting Design Guide

AASHTO, A Policy on Geometric Design of Highways and Streets

AASHTO Roadside Design Guide

UDOT Sign Manual

UDOT Project Design Certification (PDC)

UDOT Bus Rapid Transit Manual of Instruction (BRTMOI)

UDOT Light Rail Transit Manual of Instruction (LRTMOI)

UDOT Plan Sheet Development Standards Manual (PSDS)

UDOT CADD Standards Manual

UDOT Roadway Design Manual (RDM)

UDOT Roadway Design Manual Drawings (DM Drawings)

UDOT Standard Specifications and Standard Drawings

UDOT Digital Delivery Website

UDOT Structures Design and Detailing Manual (SDDM)

UDOT Signalized Intersection Design Manual

UDOT Roadway Lighting Design Guidelines

UDOT Drainage Manual of Instruction

Manual on Uniform Traffic Control Devices (MUTCD)

UDOT QC/QA Documentation

Masterworks

Deliverables & Tasks

I. RECOMMENDED ALIGNMENTS REVIEW DRAWING OR MAP

A. Determine Recommended Horizontal and Vertical Alignments

1. Determine the recommended horizontal and vertical alignments based on discussions with reviewers, input from other disciplines, and the initial roadway model.

The final horizontal and vertical alignment design is iterative and may require multiple revisions during the development of the roadway model.

2. Do the following to determine the horizontal and vertical alignments:

Coordinate with the following disciplines to determine potential conflicts, deficiencies, and impacts.

Environmental

Right-of-Way

Maintenance

Drainage

Structures

Utilities

Traffic and Safety

Planning

Conform to horizontal and vertical alignment design standards.

B. Develop Initial Roadway Model

1. Develop templates to represent specific project conditions.
2. Develop the roadway model based on templates.

C. Analyze Roadway Design

1. Compliance with the PDC

Identify additional design exceptions and deviations from standards

2. Coordinate with Drainage Design

Surface ditches

Superelevation transitions

Flat spots

Low points

3. Feasibility of driveway connections

4. Traffic signal sight distance

5. Coordinate with Region Materials Engineer for Material availability and identification:

Identify commercial material sources

Identify state-owned pits

Investigate quality of material from the possible materials sources (if applicable)

Identify clearances necessary to use the possible materials sources (if applicable)

D. Prepare Recommended Alignments Review Drawing or Map

1. The review drawing or map provides reviewers with the initial roadway design, specifically the recommended horizontal and vertical alignments.

Prepare the drawing or map following guidance from

UDOT RDM , QC/QA Checklist, UDOT PSDS and UDOT Digital Delivery Website in the format appropriate for the Geometry Review Meeting

Provide the review drawing or map to the Design Leader for distribution to all reviewers.

A. Submit Project Design Certification

1. Complete and submit the initial PDC form.
2. Coordinate with the Region Preconstruction Engineer and necessary disciplines to review known exceptions and deviations.

ROADWAY COST ESTIMATE

A. Update Roadway Cost Estimate

1. Update roadway bid items and quantities.
2. Update roadway unit costs (see 1R1)

QC DOCUMENTATION

A. Perform QC Review

1. Perform the QC Review following the UDOT QC/QA Procedures and the Roadway Design QC Checklist before distribution.

Activity: 2U1 - UTILITY & RAILROAD IDENTIFICATION

2U1 Utility & 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.

References

Administrative Rule R930-5 Establishment and Regulation of At-Grade Railroad Crossings

Administrative Rule R930-7 Utility Accommodation

Administrative Rule R930-8 Utility Relocations Required by Highway Projects

Utah Code Section 72-6-116

UDOT Bus Rapid Transit Design Manual (BRTDM)

UDOT CADD Standards

UDOT Digital Delivery Website

UDOT Roadway Design Manual (RDM)

UDOT Roadway Design Manual Drawings

UDOT Utility Coordination Manual of Instruction

UDOT QC/QA Documentation

Deliverables & Tasks

I. UTILITY & RAILROAD COMPANIES CONTACT LIST

A. Identify Utility and Railroad Companies within Project Limits

1. Identify all utility and railroad companies within the project limits.
2. Identify the point of contact for each company for project design coordination.
3. Develop a Utility and Railroad Companies Contact List that includes:

Contact name(s)

Phone number

Physical/Mailing address

Email address

II. DEPICTION OF UTILITY FACILITIES/ SUBSURFACE UTILITY ENGINEERING (SUE) LEVEL B, C, & D

A. Notify Utility Companies of Project and Request Utility Records/Plans

1. Contact each utility and railroad company within the project limits.
2. Provide each company with the following:

Project area and description.

Request for records and plans of their facilities within the project limits and easements or other land rights documentation that may be affected by the project.

Coordinate with ROW Lead for UDOT records/research for utility easements and/or land rights.

Invitation to scoping meeting at least 30 days prior to the meeting (as applicable).

3. Send the Design Authorization Letter (DAL) to each of the utility companies identified on the project.

B. Hold Utility Scoping Meeting with Utility Companies (as needed)

1. Set up a utility scoping meeting to discuss the project if appropriate.
2. Include all potentially affected utility companies in one meeting.
3. Provide an agenda before the meeting.
4. Finalize the meeting by providing meeting notes of all decisions and important discussions.

Discuss project scope and schedule.

Discuss coordination/communication plan.

Discuss design alternatives that may avoid conflicts.

Discuss utility relocation partnering between utilities, such as the potential of sharing trenches.

Discuss future improvement plans and schedules.

Determine if anything needs to happen before the current project.

Discuss utility relocation review and relocation schedules.

C. Coordinate with Survey Team

1. Coordinate with the Survey Team to gather all overhead and surface utility facilities within the project limits.
2. Good communication with the Survey Team is extremely important to ensure repeat visits are not required.
3. Clearly identify all utility facilities that are needed including the underground facilities that will need to be damped.
4. Provide plans and records to the Survey Team as appropriate to assist their efforts in locating facilities and understanding what is required.

D. Develop Subsurface Utility Engineering (SUE) Level B, C, and D

1. Use utility company records, field observations, and collected survey information to develop Subsurface Utility Engineering (SUE) Level B, C, and D as applicable to the needs of the project.
Typically quality level B is only provided by a SUE consultant.
2. Provide a complete depiction of the utility facilities within the project limits.
3. Follow UDOT CADD Standards and provide the information in the appropriate project CADD file format.

E. Review Horizontal Location with Utility Owner

1. Provide maps showing the horizontal utility location for all utility owners to review.
2. Address utility owners' review comments and resolve issues with the horizontal locations.
3. Provide updated maps based on comments.

III. AUTHORIZATION FOR DESIGN EXPENDITURES

A. Issue Authorization for Design Expenditures

1. Prepare and issue authorization letters.
2. The Consultant may prepare the letters but they must be signed and issued by the Region Utility and Railroad Leader.
3. Include a Project Scoping Meeting invitation with each authorization letter.

IV. DOCUMENTATION OF RAILROAD DIAGNOSTIC REVIEW (AS NECESSARY)

A. Obtain Diagnostic Review (For At-Grade Railroad Crossings Only)

1. The diagnostic team decides and formalizes track configuration commitments for grade separation structures.
2. The Region Utility and Railroad Leader contacts Chief Railroad Engineer to initiate diagnostic review.

The Chief Railroad Engineer provides diagnostic review.

Refer to rule R930-5 Establishment and Regulation of At-Grade Railroad Crossings.

Provide the railroad company 30 days notice before diagnostic review.

Notify the railroad company of the impending construction and request their updated facility plans.

Provide a project area map and description.

Develop a railroad reviews plan.

The Chief Railroad Engineer uses Form R-709 to request Railroad Crossing Safety Funds for eligible at-grade crossings.

The Chief Railroad Engineer provides the funding estimate to the Region Utility and Railroad Leader.

3. The diagnostic review provides at-grade crossing design preparation recommendations.

V. QC DOCUMENTATION

A. Perform QC Review

1. Perform the QC Review following the UDOT QC/QA Procedures and the Utility Design QC Checklist before distribution.

Provide the Checker with a check print of each deliverable and supporting documentation.

Complete all necessary corrections from the QC checklist.

Upload all QC documentation into ProjectWise and attribute it correctly before or at the distribution of the milestone review package.

Activity: 3R1 - COMPLETE ROADWAY DESIGN

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 ITS. Create preliminary roadway plan sheets or Digital Model Files.

References

AASHTO Roadway Lighting Design Guide

AASHTO, A Policy on Geometric Design of Highways and Streets

AASHTO Roadside Design Guide

UDOT Sign Manual

UDOT Project Design Certification (PDC)
UDOT Bus Rapid Transit Manual of Instruction (BRTMOI)
UDOT Light Rail Transit Manual of Instruction (LRTMOI)
UDOT Plan Sheet Development Standards Manual (PSDS)
UDOT CADD Standards Manual
UDOT Roadway Design Manual (RDM)
UDOT Roadway Design Manual Drawings (DM Drawings)
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UDOT Structures Design and Detailing Manual (SDDM)
UDOT Signalized Intersection Design Manual
UDOT Roadway Lighting Design Guidelines
UDOT Drainage Manual of Instruction
Manual on Uniform Traffic Control Devices (MUTCD)
UDOT QC/QA Documentation
Masterworks

Deliverables & Tasks

I. PRELIMINARY ROADWAY PLAN & PROFILE SHEETS OR DIGITAL MODEL FILES

A. Address Geometry Review Comments

1. Complete the roadway portions of the Geometry Review Comment Resolution Form.
 - Respond to each roadway related comment.
 - Make revisions to the design and deliverables in accordance with the responses.
 - Conduct QC Review and Verification of all comments.
2. Refer to UDOT QC/QA Documentation for more information about completing a Milestone Review Comment Resolution Form.

B. Coordinate with Project Team Members

1. Continually coordinate with project team members.
 - Discuss aspects of the model and design with appropriate disciplines to ensure compliance with standards, with other designs, and address fatal flaws.
 - Coordinate and mitigate project design conflicts, impacts, and deficiencies.

C. Complete Roadway Design

1. Refer to UDOT and AASHTO design standards to finalize the roadway design.
 - Finalize the roadway model based on templates.
 - Follow requirements listed on the UDOT Digital Delivery Website.

D. Develop Preliminary Roadway Plan and Profile Sheets

1. Follow the current UDOT CADD Standards, UDOT PSDS and UDOT Digital Delivery Website to develop roadway plan and profile, or digital model files, for review.
2. Prepare the sheets or digital model file following guidance from UDOT RDM , QC/QA Checklist, UDOT PSDS and UDOT Digital Delivery Website in the format requested by reviewers and a format appropriate for the Plan-in-Hand Review Meeting.
3. Follow the UDOT Digital Delivery Website for all Digital delivery projects
4. Provide the review sheets or digital model file to the Design Leader for distribution to all reviewers.

II. PRELIMINARY TYPICAL SECTION PLAN SHEETS: INCLUDE TYPICAL SECTIONS IN DIGITAL MODEL, IF NEEDED

A. Develop Preliminary Typical Sections

1. Create typical section plan sheets and include all typical sections for projects advertising with plan sheets. Develop typical sections as needed for Digital Delivery projects.

III. DESIGN EXCEPTIONS AND DEVIATIONS FROM STANDARDS ON PDC FORM (IF NECESSARY)

A. Submit Project Design Certification for Review

1. Complete and submit Project Design Certification to include any deviations from standards, design exceptions, and Traffic & Safety approvals.
2. Work with the Region Preconstruction Engineer to coordinate with necessary parties for approval at PS&E.

IV. ROADWAY COST ESTIMATE

A. Update Roadway Cost Estimate

1. Update roadway bid items and quantities.
2. Update roadway unit costs (see 1R1).
3. Have the estimate reviewed by UDOT Constructability and Estimate Support.

V. QC DOCUMENTATION

A. Perform QC Review

1. Perform the QC Review following the UDOT QC/QA Procedures and the Roadway Design QC Checklist before distribution.

Activity: 3U1 - IDENTIFY POTENTIAL UTILITY CONFLICTS

3U1 Identify Potential Utility Conflicts

Overview

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

References

Administrative Rule R930-7 Utility Accommodation

Administrative Rule R930-8 Utility Relocations Required by Highway Projects

UDOT Bus Rapid Transit Design Manual (BRTDM)

UDOT CADD Standards

UDOT Digital Delivery Website

UDOT Roadway Design Manual (RDM)

UDOT Roadway Design Manual Drawings

UDOT Standard Design Drawing 09

UDOT Utility Coordination Manual of Instruction

UDOT QC/QA Documentation

Deliverables & Tasks

I. PRELIMINARY UTILITY CONFLICT MATRIX/SUMMARY

A. Evaluate Potential Utility Conflicts

1. Determine all potential utility conflicts and organize them in a matrix summary using the current design files.
2. Meet with project team designers to discuss potential conflict locations and determine reasonable design modifications to avoid or minimize utility impacts.
3. Develop a preliminary utility conflict matrix summary based on design modifications.

B. Coordinate Utility Information Meeting

1. Submit the preliminary utility conflict matrix summary to affected utility companies.
2. Submit appropriate design files to affected utility companies for review.
3. Schedule a utility owner meeting.
4. Meet on site to discuss potential conflicts and relocations.

C. Hold Utility Information Meeting

1. This meeting is to discuss each utility conflict and determine the resolution for each.
2. Send the following to each utility owner before the meeting:

Utility Information Meeting notification letter

Utility conflict matrix

Applicable project design files

Meeting Agenda, use the following discussion topics as needed:

Review the project scope and schedule

Discuss all potential conflicts

Discuss relocation efforts and schedules

Discuss utility outage windows and limitations

Discuss partnering opportunities

Discuss alternative designs to avoid or limit relocations

Discuss locations needing vertical identification

Potential Utility Betterments

Discuss utility company concerns with DAL

3. Develop meeting notes and include all decisions, important discussions, action items, and schedule.

4. Circulate the meeting notes to all attendees to assure all decisions and discussions were recorded correctly.

5. Issue DAL if any utility company has not received a letter.

II. INITIAL UTILITY COMPANY COST ESTIMATE(S)

A. Compile Initial Utility Company Cost Estimate(s)

1. Obtain initial utility relocation cost estimate from each impacted utility.
2. Provide cost estimate(s) to the Design Leader for inclusion in the total project cost estimate.

III. QC DOCUMENTATION

A. Perform QC Review

1. Perform the QC Review following the UDOT QC/QA Procedures and the Utility Design QC Checklist before distribution.

Provide the Checker with a check print of each deliverable and supporting documentation.

Complete all necessary corrections from the QC checklist.

Upload all QC documentation into ProjectWise and attribute it correctly before or at the distribution of the milestone review package.

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

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.

References

GIS Conversion Tool

UDOT Digital Delivery CADD Standards Validation Tool Guide

Price + Time Bidding (P+T)

UDOT Project Design Certification

UDOT QC/QA Documentation

If Digital Delivery Project

Designers may convert design data to GIS when it is requested by the region or project team. A designer will use the GIS Conversion Tool to convert the design data to the GIS format necessary for use by the requesting entity. Designers should validate the design data prior to converting it to GIS using the CADD Standards Validation Tool.

If Local Government Project

The Local Government Representative is responsible for monitoring the progress of the design activities to ensure that the design process remains on schedule and within budget. Any reduction of project scope or additional funding must be approved by UDOT Project Manager. The Local Government Representative should request frequent status updates from the Design Leader.

Deliverables & Tasks

I. GEOMETRY REVIEW COMMENT RESOLUTION FORM

A. Finalize Geometry Review Comment Resolution Form

1. Coordinate with team members to address and verify all Geometry Review comments.

Refer to UDOT QC/QA Documentation for more information about completing a Milestone Review Comment Resolution Form.

II. USER COSTS (FOR PRICE + TIME BIDDING)

A. Determine Traffic Control Restrictions

1. Coordinate with the project team to determine the following:

Construction phasing

Schedule

Phasing limits

Unique traffic control or maintenance of traffic issues

Preliminary MOT design

Construction limitations

B. Coordinate User Cost Analysis with the TMD

1. Coordinate with the Traffic Management Division (TMD) to determine the user costs.

C. Finalize User Costs

1. Coordinate, as necessary, with the project team to adjust traffic control, maintenance of traffic, and construction restrictions and methods to reduce user costs and construction related delays.
2. Determine the final estimated user costs.

III. PLAN-IN-HAND REVIEW PACKAGE

A. Review PDC

1. Review and update the PDC based on comments from the geometry review.

B. Update Project Cost Estimate

1. Obtain each discipline's cost estimate and compile them into one document.

C. Prepare Plan-in-Hand Review Package

1. Prepare Plan-in-Hand Review Package:
 - Geometry Review Comment Resolution Form
 - All Preliminary Plan Sheets or 60% model data
 - Typical Sections
 - Project Cost Estimate
 - Project estimate ePM Screen 505
2. Distribute the package to all meeting attendees and reviewers a minimum of two weeks before the Plan-in-Hand Meeting (3V1).

IV. QC DOCUMENTATION

A. Perform QC Review

1. Perform the QC Review following the UDOT QC/QA Procedures and the Design Leader QC Checklist before distribution.
 - Provide the Checker with a check print of each deliverable and supporting documentation.
 - Complete all necessary corrections from the QC checklist.
 - Upload all QC documentation into ProjectWise and attribute it correctly before or at the distribution of the milestone review package.

B. Produce a CADD Validation Standards Report using the UDOT CADD Standards Validation Tool

1. Follow the UDOT Digital Delivery CADD Standards Validation Tool Guide to produce a CADD Validation Standards Report.
2. Review Report and complete all necessary corrections to the design files that fail in the report.
3. Upload passed report into ProjectWise and attribute it correctly before or at the distribution of the milestone review package.

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

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 budget, along with design consistency, accuracy, and constructability within the project scope. The Plan-in-Hand Review Meeting may not be eliminated based on the project scope and schedule unless previously approved by Preconstruction Engineer and Project Manager.

References

Price + Time Bidding (P+T)

Form F1 - Milestone Review Comment Resolution Form

UDOT QC/QA Documentation

Deliverables & Tasks

I. PLAN-IN-HAND MEETING AGENDA

A. Prepare Meeting Agenda

1. Arrange for the location and time of the meeting.

2. Prepare the meeting agenda.

Suggested agenda items:

Field visit

Project Definition Document (PDD)

Action items from previous milestone review meetings

Comment resolution form

Project Design Certification (PDC)

Design exceptions and deviations from standards

Plan sheet responsibilities

Design conflicts between disciplines

Constructability issues

Project phasing and Maintenance-of-Traffic

Limitations of operations

Environmental, ROW, Utility, and PI commitments

Engineer's Estimate

Risk Register and Mitigation Strategies

Innovative contracting opportunities such as lane rental, P+T, and incentive/disincentive

Project schedule, including milestones and Submit for Advertising Date in Scheduling Software

ROW strategy

UDOT QC/QA Documentation

Finalize VE Study Report

II. PLAN-IN-HAND REVIEW PACKAGE

A. Distribute Review Package

1. Invite all project team members and others as needed.

2. Distribute Plan-in-Hand Review Package (including the completed Geometry Review Comment Resolution Form) and meeting agenda at least two weeks before the Plan-in-Hand Review Meeting.

3. Obtain approval from the Preconstruction Engineer to reduce the review period.

4. See the Preface - Project Coordination section for a listing of required attendees.

5. Distribute review materials to the following if the project includes applicable items:

Irrigation Company Representative

Central Traffic & Safety

Structures

Central Hydraulics
Statewide Transit Engineer
Central Geotechnical
Central ROW Representative
FHWA Representative
Region Land Surveyor
Fiber Business Manager
ITS Project Manager
Consultant Design Team
CMGC Contractor
ICE

III. PLAN-IN-HAND MEETING NOTES

A. Hold Meeting

1. Conduct the meeting according to the agenda.

B. Compile Meeting Notes

1. Capture all decisions made and create an action item list.
2. Distribute the meeting notes to all meeting invitees.

IV. PLAN-IN-HAND REVIEW COMMENT RESOLUTION FORM

A. Compile Plan-in-Hand Review Comments and Submit Initial Dispositions and Responses

1. The Design Leader compiles all reviewer comments into one Plan-in-Hand Review Comment Resolution Form.
2. Each discipline provides an initial disposition and response to comments related to their design and deliverables.
Refer to UDOT QC/QA Documentation for more information about completing the Form F1 - Milestone Review Comment Resolution Form.
3. The Design Leader submits the Plan-in-Hand Review Comment Resolution Form to all reviewers and team members once all comments have an initial disposition and response.

V. PROJECT DEFINITION DOCUMENT (PDD)

A. Finalize and submit the PDD for Signature, if not already completed.

1. Verify that approved VE recommendations are incorporated in the PDD.

Activity: 4J2 - DEVELOP RIGHT-OF-WAY PLANS AND DOCUMENTS

4J2 Develop Right-of-Way Plans and Documents

Overview

Develop ROW plans and documents. Repeat this activity for each partial, final, and supplemental summary.

References

Additional Information for Right-of-Way

Scanning and Mapping Website

UDOT CADD Standards

UDOT Plan Sheet Development Standards

UDOT Digital Delivery Website
UDOT Right-of-Way Operational Manual
Right-of-Way Design Manual
UDOT Right-of-Way ProjectWise Guide
UDOT Standard Drawings

Deliverables & Tasks

I. ROW SUMMARY

A. Develop ROW Design

1. Right-of-Way Designer must use a Geo-Referenced seed file to develop the ROW.dgn and ROW_Takes.dgn files and match the Exrow.dgn file previously provided and updated as needed.
2. Develop the ROW plans to show required acquisitions to accommodate all aspects of the project. Include fee acquisitions, slope easements, temporary construction easements, drainage easements, and utility relocations and easements.
3. Show all previously submitted project acquisition parcels on the plans
Show parcels from 1st partial with the 2nd partial summary, do not show parcels which have not been submitted.
4. Adhere to UDOT CADD Standards for levels and styles.
5. Follow requirements and recommendations in the Right-of-Way Design Manual.
6. Update the Property Owner Spreadsheet with applicable information prior to submitting the summary for acquisition.
7. Follow the delivery method as defined in the Right-of-Way ProjectWise Guide.

B. Develop ROW Plan Sheets

1. Develop all sheets according to current UDOT CADD Standards and UDOT Plan Sheet Development Standards or UDOT Digital Delivery Website.
2. Verify property owner is labeled
Owner name and Recorded Entry Number are updated and accurate prior to submitting the summary for acquisition.
3. ROW Plans are clean without text and lines overlapping.
4. ROW Plans will stand alone and provide sufficient data to reproduce the right-of-way and acquisitions.

C. Prepare ROW Legal Descriptions

1. Prepare legal descriptions for each parcel to be acquired following the UDOT Right-of-Way Operational Manual and the Right-of-Way Design Manual.

D. Prepare ROW Documents

1. Prepare the following documents:
 - Transmittal Sheet
 - Ownership Record - RW51
 - Summary Sheet - Form-RW53
 - Signature Documents (deeds and easements)
 - ePM Summary
 - Vesting Documents
 - Deed calculation documents
 - QC Documents
 - GIS Files
 - ROW Plan Sheets
2. Prepare each document in the correct format.

III. MICROSTATION FILES

(GEO-REFERENCED EXROW.DGN, ROW.DGN & ROW_TAKES.DGN)

A. Develop MicroStation Files

1. The Right-of-Way Designer will use a geo-referenced seed file to develop the ROW.dgn and the ROW_Takes.dgn files and match the Exrow.dgn file previously provided and updated as needed.
2. The MicroStation files will be uploaded or updated within the UDOT ProjectWise Right-of-Way folder for the appropriate project for each summary delivered.

III. FINAL ROW PLANS

A. Develop Final ROW Plans

1. Prepare Final ROW Plans and include them with the Final Partial Summary.
Provide plans that are sealed by a Utah Professional Land Surveyor.
2. Final ROW Plans are to include the Survey Control Sheets.
3. For projects requiring Right-of-Way monuments:
Identify the locations on the Final ROW Plans.
Provide a record of survey plat by a Utah Professional Land Surveyor.

IV. ePM UPLOAD

A. Upload Information into ePM

1. Populate the Right-of-Way Module in ePM with the correct parcel information for each summary submitted for the project.

V. PROJECTWISE UPLOAD

A. Upload All Documents into ProjectWise

1. Upload and attribute all necessary documents for each summary into the UDOT project Right-of-Way folder in ProjectWise following the UDOT Right-of-Way ProjectWise Guide.

VI. GIS CONVERSION FILES

VII. QC DOCUMENTATION

A. Perform QC Review

1. Perform the QC Review following the UDOT QC/QA Procedures and the ROW Design QC Checklist before distribution.
Provide the Checker with a check print of each deliverable and supporting documentation.
Complete all necessary corrections from the QC check.
Upload all QC documentation into ProjectWise and attribute it correctly before or at the distribution of the milestone review package.

Activity: 4P1 - REVISE/IMPLEMENT PUBLIC INVOLVEMENT PLAN

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.

References

Public Involvement Resources and Templates

UDOT Project Outreach Planner (POP)

UDOT Team Building Guide

UDOT QC/QA Documentation

UDOT Public Participation Plan

Deliverables & Tasks

I. REVISED PI PLAN

A. Update POP and PI Plan

1. Working closely with the Region Communications Manager, update the project POP and project PI plan.
2. Coordinate with the Project Manager, Design Lead, Right-of-Way Lead, and Region Utility and Railroad Leader to determine the anticipated level of impact to the stakeholders (e.g. traffic control, property impacts, utility stakeholders, key project milestones).
3. Update the following elements as needed based on the revised scope:

Project type

Design target dates

Design contacts

Brief project description including:

An overview of other projects in the area

Milestones

Any commitments made from previous project phases

Design elements of considerations that could be influenced by PI.

Sidewalks, Driveway locations, Crosswalks, etc.

Communication plan, include the following at a minimum

Background, challenges and goal

Key messages

Internal communications plan

Public Notification & Participation Plan, focusing on Title VI requirements

How comments will be collected and addressed

Address other communication needs

A list and schedule for PI activities (see above for details)

A list of group and individual project stakeholders

B. Update Media Outreach Plan

1. Keep in mind that all media and social media outreach is under the direction of, and coordinated with, the Region Communications Manager.
2. Update media outlets and primary contacts, including non-English speaking news outlets.
3. Revise the level of media outreach required.

Review need for press releases

Review need to purchase advertising

C. Draft and Distribute Press Release (as needed)

1. Keep in mind that all media and social media outreach is under the direction of, and coordinated with, the Region Communications Manager.
2. Assist with creating and distributing press release information to local and regional media, including non-English-speaking media..

Draft the press release that notifies the public of the start of the project and provides project team contact information as needed.

Have press releases translated into different languages, as needed.

Distribute to the Region Communications Manager or the UDOT Communications office to be distributed to publications.

3. Identify local and regional print, television, and radio contacts, including non-English-speaking media, for project information distribution.

D. Update Stakeholders List

1. Update the stakeholders list based on new information.

Coordinate with the ROW Design team to determine if any stakeholders have changed.

Coordinate with the Design Leader to determine if any stakeholders are to be eliminated or added to the list based on design updates.

Identify underserved populations and languages and make sure they are included in the stakeholder databases.

Identify key stakeholders.

Update stakeholder comments and concerns.

E. Update PI Activities Schedule

1. Update the PI activities schedule based on decisions and updates to the project design:

Update the list of tasks for the project based on the revised scope of work.

Update/identify target groups for each task.

Update/determine the purpose/goal of each task.

Update/determine the completion date/time frame of each task.

Update the level of stakeholder involvement.

Make sure the region Communications Manager is updated on all of the above.

F. Develop Project Identity and Branding

1. Under the direction of the region Communications Manager, develop project identity and branding according to UDOT's latest standards and guidelines based on POP level.
2. Verify all information is correct before production.

Develop a project logo

Develop project identity templates

Develop project business/contact cards

Develop other outreach and branding materials such as door hangers, fact sheets, magnets, or postcards

Develop materials in as many different languages as is deemed necessary through stakeholder identification.

Develop materials for the visually impaired.

G. Develop Project Website and/or Summary Page

1. Under the direction of the region Communications Manager, develop a project website that is ADA compliant and link to the appropriate web pages and servers.
2. Send regular updates to UDOT personnel (affected RCM(s) and Central Communications) if no website is required.

H. Develop Stakeholder Committee (if needed)

1. Include region Communications Manager in discussions with PM to determine whether some type of stakeholder committee would be appropriate for the project.

Determine potential members, with a focus on diversity, equity and inclusion.

Ensure inclusion of associated specifications within the design plan set.

Develop a plan for meetings.

Invite members and aid in establishing their roles, including voting for any committee leadership.

I. Develop and Distribute Project Outreach Materials

1. Develop all project outreach materials in accordance with UDOT's latest style guide and standards.

Develop and hand out information sheets to stakeholders in as many different languages as is deemed appropriate through stakeholder identification.

Develop materials for the visually impaired.

Develop and send electronic news updates to news agencies such as local papers or special publications.

Develop and mail newsletters to stakeholders.

Verify all materials and messages are consistent with each other.

Verify the design is the latest version if the project design is used.

J. Attend Public Activities and Meetings to Provide Project Information

1. Prepare and present project information to city councils, chambers of commerce, and neighborhood meetings.

K. Civil Rights and Title VI Checklist, Summary, and Project Evaluation Forms

1. Complete the Civil Rights and Title VI Checklist, Summary, Project Evaluation and Data Collection Forms for each public meeting

2. Upload the forms into ProjectWise

L. Communicate with Stakeholders

1. Constant communication with stakeholders is necessary for a successful project.

Respond to and document stakeholder comments.

Follow up on commitments made to the stakeholders; document follow up actions.

Provide updates for project milestones to interested stakeholders/general public.

Hold one-on-one meetings with stakeholders, as needed.

Keep the region Communications Manager up-to-date with stakeholder communications and comments.

II. PI TRANSITION HANDOFF PACKAGE (PS&E STAGE ONLY)

A. Compile PI Transition Handoff Package

1. If the PI team will change from design phase to construction phase, a smooth transition is crucial to maintaining the reputation and relationships cultivated between stakeholders and UDOT.

2. Compile all developed PI items, tools, and information to be handed over to the construction PI personnel.

3. Prepare the package so that the construction PI personnel will understand the PI decisions, communications, and work done during the design process.

4. Include the following:

List of PI contacts for utilities

All local government contacts that may be performing work in the area

Stakeholder contact list, including identification of underserved populations and Limited English Proficiency (LEP) needs.

Final Design Phase PI Report

Applicable ROW records

MOT plans

III. QC DOCUMENTATION

A. Perform QC Review

1. Perform the QC Review following the UDOT QC/QA Procedures and the Public Involvement QC Checklist before distribution.

Provide the Checker with a check print of each deliverable and supporting documentation.

Complete all necessary corrections from the QC checklist.

Upload all QC documentation into ProjectWise and attribute it correctly before or at the distribution of the milestone review package.

Activity: 4R1 - COMPLETE ROADWAY PLANS & DOCUMENTS

4R1 Complete Roadway Plans & Documents

Overview

Following UDOT Plan Sheet Development Standards and the UDOT Digital Delivery Website, finalize digital delivery model, 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.

References

AASHTO Roadway Lighting Design Guide

AASHTO, A Policy on Geometric Design of Highways and Streets

AASHTO Roadside Design Guide

UDOT Sign Manual

UDOT Project Design Certification (PDC)

UDOT Bus Rapid Transit Manual of Instruction (BRTMOI)

UDOT Light Rail Transit Manual of Instruction (LRTMOI)

UDOT Plan Sheet Development Standards Manual (PSDS)

UDOT CADD Standards Manual

UDOT Roadway Design Manual (RDM)

UDOT Roadway Design Manual Drawings (DM Drawings)

UDOT Standard Specifications and Standard Drawings

UDOT Digital Delivery Website

UDOT Structures Design and Detailing Manual (SDDM)

UDOT Signalized Intersection Design Manual

UDOT Roadway Lighting Design Guidelines

UDOT Drainage Manual of Instruction

Manual on Uniform Traffic Control Devices (MUTCD)

Masterworks

UDOT QC/QA Documentation

Deliverables & Tasks

I. ROADWAY PLAN & PROFILE SHEETS OR DIGITAL MODEL FILES

A. Address Plan-in-Hand Review Comments

1. Complete the roadway portions of the Plan-in-Hand Review Comment Resolution Form.
 - Respond to each roadway related comment.
 - Make revisions to the design and deliverables in accordance with the responses.
 - Conduct QC Review and Verification of all comments.
2. See UDOT QC/QA Documentation for more information about completing a Milestone Review Comment Resolution Form

B. Finalize Roadway Design

1. Finalize the roadway design based on review comments and coordination with team members.
 - Refer to 3R1 as needed.

C. Complete Roadway Plan and Profile Sheets

1. Follow the current UDOT CADD Standards and UDOT PSDS or the UDOT Digital Delivery Website to complete the roadway plan and profile sheets.
2. Prepare the sheets or digital model file following guidance from UDOT RDM, QC/QA Checklist, UDOT PSDS and UDOT Digital Delivery Website in the format requested by reviewers and a format appropriate for the PS&E Review Meeting.
3. Provide the review sheets or digital model file to the Design Leader for distribution to all reviewers.

D. Complete Typical Section Sheets

1. Finalize all typical sections and complete the plan sheets.
2. Revise typical sections as needed based on review comments and roadway design revisions.

E. Complete Roadway Detail Sheets

1. Complete all details necessary for construction of the project.

F. Complete Removal Plan Sheets

1. Complete removal design necessary for construction of the project.

G. Complete Grading Plan Sheets

1. Complete grading design necessary for construction of the project.

H. Complete Roadway Summary Sheets

1. Prepare summary sheets according to UDOT PSDS or UDOT Digital Delivery Website and UDOT CADD Standards.

ROADWAY COST ESTIMATE

A. Finalize Roadway Cost Estimate

1. Update roadway bid items and quantities.
2. Update roadway unit prices.

Refer to 1R1

B. Enter Roadway Cost Estimate into Masterworks

ROADWAY PROJECT DOCUMENTS

A. Develop Roadway Project Documents

1. Provide all special provisions required for project construction.
2. Use Masterworks to generate Measurement and Payment (M&P) for all bid items.

FINAL PDC

A. Complete PDC

1. Complete PDC and coordinate with the Region Preconstruction Engineer to route for required signatures.

QC DOCUMENTATION

A. Perform QC Review

1. Perform the QC Review following the UDOT QC/QA Procedures and the Roadway Design QC Checklist before distribution.

Activity: 4U1 - FINAL DESIGN UTILITY COORDINATION

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.

References

Administrative Rule R930-7 Utility Accommodation

Administrative Rule R930-8 Utility Relocations Required by Highway Projects

UDOT Utility Coordination Manual of Instruction

UDOT Standard Design Drawing 09

UDOT QC/QA Documentation

Deliverables & Tasks

I. UTILITY COMPANY PLANS, SCHEDULES, & COST ESTIMATES

A. Hold Final Utility Design Meeting

1. This meeting is to discuss and resolve remaining conflicts or issues.
2. Prior to the meeting, send a meeting agenda, updated project plans/files and updated utility conflict matrix to all attendees.
3. Use the following discussion topics as needed:
 - Project scope and schedule
 - Constructability issues
 - Remaining conflicts
 - Specifications to be included
 - Utility partnering
 - Construction schedules
 - Utility outage windows and limitations
 - Use of UDOT's contractor
 - Utility betterments
4. Complete and distribute meeting notes documenting all decisions, important discussions, action items, and schedule.

B. Review Utility Company Plans, Schedules, and Cost Estimates

1. Review the final utility plans, schedules, and cost estimates for compliance with project design and goals.
2. Coordinate and resolve any deficiencies with the utility owner.

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

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.

References

GIS Conversion Tool

UDOT Digital Delivery CADD Standards Validation Tool Guide

UDOT CADD Standards

UDOT Plan Sheet Development Standards

UDOT Digital Delivery Website

UDOT Specification Writer's Guide

Masterworks

UDOT QC/QA Documentation

If Digital Delivery Project

Designers may convert design data to GIS when it is requested by the region or project team. A designer will use the GIS Conversion Tool to convert the design data to the GIS format necessary for use by the requesting entity. Designers should validate the design data prior to converting it to GIS using the CADD Standards Validation Tool.

If Local Government Project

The Local Government Representative is responsible for monitoring the progress of the design activities to ensure that the design process remains on schedule and within budget. Any reduction of project scope or additional funding must be approved by UDOT Project Manager. The Local Government Representative should request frequent status updates from the Design Project Manager.

Deliverables & Tasks

I. PLAN-IN-HAND REVIEW COMMENT RESOLUTION FORM

A. Finalize Plan-in-Hand Review Comment Resolution Form

1. Coordinate with team members to address and verify all Plan-in-Hand review comments.
2. Refer to UDOT QC/QA Documentation for more information about completing a Milestone Review Comment Resolution Form.

II. PS&E REVIEW PACKAGE

A. Update Project Cost Estimate

1. Obtain each discipline's cost estimate and compile them into one document.
2. Verify all disciplines have entered their final estimates into Masterworks correctly.
3. Assist the discipline leads as needed.

B. Prepare PS&E Review Package

1. Compile all discipline documents for review including plan sheets, special provisions, and M&P.
2. Prepare the PS&E review package including:

Plan-in-Hand Review Comment Resolution Form

Complete plan set (Plan Set Sheets or 90% model data)

All special provisions, specifications

Use UDOT Specification Writer's Guide

Project Cost Estimate

M&P, A&D, and other project documents
Project estimate ePM Screen 505
Draft SWPPP Package for Construction
Draft Final Structure Acceptance
Draft Right-of-Way Certification
Draft Traffic and Safety Certification
Draft Utility Certification
Environmental Permits (if available)

III. QC DOCUMENTATION

A. Perform QC Review

1. Perform the QC Review following the UDOT QC/QA Procedures and the Design Leader QC Checklist before distribution.
Provide the Checker with a check print of each deliverable and supporting documentation.
Complete all necessary corrections from the QC checklist.
Upload all QC documentation into ProjectWise and attribute it correctly before or at the distribution of the milestone review package.

B. Produce a CADD Validation Standards Report using the UDOT CADD Standards Validation Tool

1. Follow the UDOT Digital Delivery CADD Standards Validation Tool Guide to produce a CADD Validation Standards Report.
2. Review Report and complete all necessary corrections to the design files that fail in the report.
3. Upload passed report into ProjectWise and attribute it correctly before or at the distribution of the milestone review package.

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

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 budget requirements. The meeting should include reviews to determine consistency, accuracy, and constructability.

References

Price + Time Bidding (P+T)
UDOT QC/QA Documentation

Deliverables & Tasks

I. PS&E MEETING AGENDA

A. Prepare Meeting Agenda

1. Arrange for the location and time of the meeting.
2. Prepare the meeting agenda.

Suggested agenda items:

Review Project Definition Document (PDD)
Meeting minutes and action items from previous milestone review meetings
Project Design Certification (PDC)
Design exceptions and deviations from standards

Engineer's Estimate (Use an independent cost estimator if necessary)
Risk Register and Mitigation Strategies
Innovative contracting opportunities such as lane rental, P+T, and incentive/disincentive
ROW progress
Project commitments
Project schedule and Submit for Advertising Date in Scheduling Software
UDOT QC/QA Documentation

II. PS&E REVIEW PACKAGE

A. Distribute Review Package

1. Invite all project team members and others as needed.
2. Distribute PS&E Review Package (including the completed Plan-in-Hand Review Comment Resolution Form) and meeting agenda at least two weeks before the PS&E Review Meeting.
3. Obtain approval from the Preconstruction Engineer to reduce the review period.
4. See the Preface - Project Coordination section for a listing of required attendees.
5. Distribute review materials to the following if the project includes applicable items:

Irrigation Company Representative
Central Traffic & Safety
Structures
Central Hydraulics
Statewide Transit Engineer
Central Geotechnical
Central ROW Representative
Region Land Surveyor
ICE
Fiber Business Manager
ITS Project Manager
Consultant Design Team
CMGC Contractor

III. PS&E MEETING NOTES

A. Hold Meeting

1. Conduct the meeting according to the agenda.

B. Compile Meeting Notes

1. Capture all decisions made and create an action item list. Distribute the meeting notes to all meeting invitees.

IV. PS&E REVIEW COMMENT RESOLUTION FORM

A. Compile PS&E Review Comments and Submit Initial Dispositions and Responses

1. Follow UDOT QC/QA Documentation to compile and provide initial dispositions and responses to all PS&E comments on one comment resolution form.
2. The Design Leader submits the PS&E Review Comment Resolution Form (See 4Y1) to all reviewers and team members once all comments have an initial disposition and response.

Activity: 5V1 - COMMENT RESOLUTION REVIEW MEETING

5V1 Comment Resolution Review Meeting

Overview

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

References

UDOT QC/QA Documentation

If Local Government Project

The Local Government Representative schedules and conducts the meeting, provides agendas, keeps meeting minutes, and distributes them after the meeting.

Deliverables & Tasks

I. FINAL COMMENT RESOLUTION FORM

A. Invite Meeting Attendees

1. Determine time and location of the meeting and invite all team members and reviewers.
2. Distribute the Final Comment Resolution Form (See 1Y2) with an invitation to the meeting.
3. It is recommended that the Comment Resolution Meeting be held with adequate time to address comments depending on their complexity.
4. The Comment Resolution Meeting is to be held, at a minimum, one week following the PS&E Review Meeting.

B. Hold Meeting

1. Conduct the meeting as a review of the Final Review Comment Resolution Form.

Any comment response the reviewer does not agree with must be discussed and a final action agreed upon at the meeting.

Reviewers may "spot check" the plans and documents to verify proper implementation.

C. Revise Final Comment Resolution Form (if needed)

1. Revise the Comment Resolution Form based on the decisions made at the Comment Resolution Meeting.

To resolve any remaining comments, see 5Y1 Incorporate PS&E Review Comments.

II. REVISED PLAN SHEETS AND DOCUMENTS (AS NEEDED)

A. Provide Revised Plan Sheets

B. Provide Revised Specifications

III. QC/QA DOCUMENTATION

A. Assure all QC/QA Documentation is Loaded into ProjectWise

Activity: 5Y1 - INCORPORATE PS&E REVIEW COMMENTS

5Y1 Incorporate PS&E Review Comments

Overview

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

References

GIS Conversion Tool

UDOT Digital Delivery CADD Standards Validation Tool Guide

UDOT Digital Delivery Website

UDOT CADD Standards

UDOT Plan Sheet Development Standards

UDOT QC/QA Documentation

If Digital Delivery Project

Designers will convert design data to GIS in preparation for advertisement and construction. A designer will use the GIS Conversion Tool to convert the design data to the GIS format necessary for use in GIS field tools. Designers should validate the design data prior to converting it to GIS using the CADD Standards Validation Tool.

If Local Government Project

The Local Government Representative is responsible for monitoring the progress of the design activities to ensure that the design process remains on schedule and within budget. Any reduction of project scope or additional funding must be approved by UDOT Project Manager. The Local Government Representative should request frequent status updates from the Design Project Manager.

Deliverables & Tasks

I. FINAL COMMENT RESOLUTION FORM

A. Address and Incorporate PS&E Review Comments

1. Each discipline responds to their PS&E comments, revises their designs and deliverables as needed based on the comment responses, and finalizes their plans and project documents.
2. Verify each comment after implementation and QC review.
3. Refer to UDOT QC/QA Documentation for more information about completing a Milestone Review Comment Resolution Form.
4. The Design Leader confirms all comment responses are verified and prepares for the Comment Resolution Review Meeting.

Refer to 5V1 Comment Resolution Review Meeting for more information.

II. FINAL PROJECT COST ESTIMATE

A. Revise Project Cost Estimate

1. The Design Leader coordinates with each discipline to finalize the project cost estimate.

III. QC DOCUMENTATION

A. Perform QC Review

1. Perform the QC Review following the UDOT QC/QA Procedures and the Design Leader QC Checklist before distribution.

Provide the Checker with a check print of each deliverable and supporting documentation.

Complete all necessary corrections from the QC checklist.

Upload all QC documentation into ProjectWise and attribute it correctly before or at the distribution of the milestone review package.

B. Produce a CADD Validation Standards Report using the UDOT CADD Standards Validation Tool

1. Follow the UDOT Digital Delivery CADD Standards Validation Tool Guide to produce a CADD Validation Standards Report.

2. Review Report and complete all necessary corrections to the design files that fail in the report.
3. Upload passed report into ProjectWise and attribute it correctly before or at the distribution of the milestone review package.

IV. FINAL PLAN SET AND PROJECT DOCUMENTS

- A. Revise Plans and Project Documents (if needed)
 1. Each comment's resolution is verified by the reviewers during the Comment Resolution Meeting.
 2. Any comments that are deemed inadequately resolved must be addressed before advertising.
 3. The Design Leader coordinates with project team members and reviewers to address any remaining comments and revise the final deliverables based on the decisions made during the Comment Resolution Meeting.
 4. Perform QC procedures for all revisions and final verification of comment resolution.
- B. Compile Advertising Plans and Project Documents
 1. Coordinate with project team members to finalize and compile the advertising plans and project documents.
 2. Submit Advertising Plans and Project Documents to the Preconstruction Engineer and Region PM Specialist for review and approval.
 3. Include the following:
 - Final Review Comment Resolution Form
 - Complete plan set
 - All special provisions, and specifications
 - Final Project Cost Estimate
 - M&P, A&D, and other project documents
 - Accepted Structural Documentation Package (if applicable)
 - Project estimate ePM Screen 505
 - All other relevant discipline specific and required documents.

Activity: 6R1 - DESIGN SUPPORT DURING CONSTRUCTION

6R1 Design Support During Construction

Overview

Be available to answer questions with respect to the roadway design plans and/or specifications throughout the construction phase of the project.

References

- AASHTO Roadway Lighting Design Guide
- AASHTO, A Policy on Geometric Design of Highways and Streets
- AASHTO Roadside Design Guide
- UDOT Sign Manual
- UDOT Project Design Certification (PDC)
- UDOT Bus Rapid Transit Manual of Instruction (BRTMOI)
- UDOT Light Rail Transit Manual of Instruction (LRTMOI)
- UDOT Plan Sheet Development Standards Manual (PSDS)
- UDOT CADD Standards Manual
- UDOT Digital Delivery Website

UDOT Roadway Design Manual (RDM)
UDOT Roadway Design Manual Drawings (DM Drawings)
UDOT Standard Specifications and Standard Drawings
UDOT Structures Design and Detailing Manual (SDDM)
UDOT Signalized Intersection Design Manual
UDOT Roadway Lighting Design Guidelines
UDOT Drainage Manual of Instruction
Manual on Uniform Traffic Control Devices (MUTCD)
Masterworks
UDOT QC/QA Documentation

Deliverables & Tasks

I. ADDENDUMS DURING ADVERTISEMENT

- A. Assist in Preparation and Review of Addendum(s)
 - 1. As necessary, assist the Project Manager in the preparation and review of addendums during advertisement.

II. RESPONSE TO RFI'S

A. Respond to Design Questions

- 1. Assist Project Manager and Resident Engineer with response to contractor design questions during advertisement period and/or during construction.

B. Review and Update Plans and Specifications

- 1. Based on responses to contractor design questions and/or RFI's, update plans and specifications accordingly.

III. UPDATED PLAN SHEETS, DIGITAL MODEL FILES, AND/OR SPECIFICATIONS FOR FIELD DESIGN CHANGES (FDC'S) AND NOTICES OF DESIGN CHANGE (NDC'S)

A. Review FDC's and NDC's and Make Plan and/or Specification Updates

- 1. Based on responses to FDC's and NDC's, update plans and specifications accordingly.

IV. COORDINATION MEETINGS

- A. Attend Pre-Bid Meeting
- B. Attend Pre-Construction Meeting
- C. Attend Partnering Meeting
- D. Attend the Post-Construction Meeting

UDOT CMS Staffing Plan

Contract Number:	NEW	Mod:		Project Number:	F-2068(2)4	PIN:	21233
UDOT Primary Contact:	Kevon Ogden						
PIN Description:	White City & Kearns WFRC TAP						

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date	Key
PEDERSEN, CODY	PROJECT MANAGER \ PRINCIPAL	BACHELORS	UT-5048888-2202	100	\$89.00	\$89.00	NTP	Y
PETERSON, MATT	PROJECT MANAGER \ PRINCIPAL	SECONDARY	UT-7031451-2201	54	\$89.00	\$89.00	NTP	
ROBERTS, PHILLIP	PROJECT MANAGER \ PRINCIPAL	BACHELORS	UT-265194-2203	72	\$84.00	\$84.00	NTP	
WILLIS, JIM	PROJECT MANAGER \ ENGINEER	BACHELORS	UT-5340238-2202	68	\$76.00	\$76.00	NTP	
HEATON, CHARLES	LAND SURVEYOR \ PROJECT MGR	ASSOCIATES	UT-4938726-2201	24	\$71.00	\$71.00	NTP	
STROMBERG, JEFF	LAND SURVEYOR \ PROJECT MGR	BA	UT-7027191-2201	40	\$70.00	\$70.00	NTP	
WILLIAMS, MIKE	SURVEY LSIT	BACHELORS		60	\$62.00	\$62.00	NTP	
MCCHANCEY, RYAN	SURVEY LSIT	ASSOCIATES		68	\$56.00	\$56.00	NTP	
BROWN, PRESTON	CADD MANAGEMENT	BACHELORS		72	\$51.00	\$51.00	NTP	
LANGLOIS, JACOBY	LSIT / SURVEY CREW CHIEF	ASSOCIATES		24	\$45.00	\$45.00	NTP	
NAY, CHRISTOPHER	SURVEY LSIT	ASSOCIATES		144	\$45.00	\$45.00	NTP	
WISOWATY, ERIC	DESIGN EIT	BACHELORS		256	\$44.00	\$44.00	NTP	
ZAMORA, DERRIK	ENGINEER IN TRAINING	BACHELORS		110	\$40.00	\$40.00	NTP	
NIELSON, MATTHEW	SURVEY TECH	ASSOCIATES		16	\$38.00	\$38.00	NTP	
CAMPBELL, MIKELL	OFFICE MANAGER	BHAS		24	\$37.00	\$37.00	NTP	
PETERSON, HALEE	ADMINISTRATIVE ASSISTANT	HIGH SCHOOL		14	\$37.00	\$37.00	NTP	
RASMUSSEN, CARRIE	PUBLIC INVOLVEMENT SPECIALIST	SECONDARY		24	\$37.00	\$37.00	NTP	
HEATON, RUTH	CADD TECH			126	\$25.00	\$25.00	NTP	
Total Hours for E S I ENGINEERING, INC.:					1,296			

UDOT CMS Staffing Plan

Contract Number:	NEW	Mod:		Project Number:	F-2068(2)4	PIN:	21233
UDOT Primary Contact:	Kevon Ogden						
PIN Description:	White City & Kearns WFRC TAP						

Alternate Staff

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date	Key
FRY, MASSIMO	ENGINEER IN TRAINING	BACHELORS		0	\$49.00	\$49.00	NTP	
CARVER, PAYTON	ENGINEER IN TRAINING	BACHELORS		0	\$42.00	\$42.00	NTP	
SIMMONS, AUSTIN	SURVEY TECH	SECONDARY		0	\$27.00	\$27.00	NTP	
JORGENSEN, CHRIS	DESIGN EIT			0	\$27.00	\$27.00	NTP	

White City & Kearns WFRCA TAP (PIN 21233) - Sego Lily Drive, White City and 4220 West, Kearns																								
Task Description	2026												2027											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec
1V1 - Kickoff Meeting																								
1B1 - Develop Base Mapping / Existing Surface																								
1J1 - Identify Existing Right of Way																								
2R1 - Model Initial Roadway Design																								
2U1 - Utility Identification																								
3R1 - Complete Roadway Design																								
3U1 - Identify Potential Utility Conflicts																								
3V1 - Prepare / Compile Plan-in-Hand Review Package																								
3V1 - Plan-in-Hand Review Meeting																								
4J2 - Develop Right-of-Way Plans and Documents																								
4P1 - Revise/Implement Public Involvement Plan																								
ROW Acquisition																								
4R1 - Complete Roadway Plans & Documents																								
4U1 - Final Design Utility Coordination																								
4V1 - Prepare, Compile, & Distribute PS&E Review Package																								
4V1 - PS&E Review Meeting																								
5V1 - Incorporate PS&E Review Items																								
5V1 - Comment Resolution Review																								
5Z1 - Assemble Advertising Package																								
Advertise Project																								
6R1 - Design Support During Construction																								

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 **97.30%** 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 **10.00%** of the combined estimated direct labor and the Overhead amount, which represents the CONSULTANT'S profit of **\$13,791.66**. 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 **\$152,947.80** 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-2068(2)4	PIN:	21233
UDOT Primary Contact:	Kevon Ogden						
PIN Description:	White City & Kearns WFRC TAP						

Labor Costs				
Employee Name	Contract Job Title	Hours	Proposal Rate	Labor Cost
BROWN, PRESTON	CADD MANAGEMENT	72	\$51.00	\$3,672.00
CAMPBELL, MIKELL	OFFICE MANAGER	24	\$37.00	\$888.00
HEATON, CHARLES	LAND SURVEYOR \ PROJECT MGR	24	\$71.00	\$1,704.00
HEATON, RUTH	CADD TECH	126	\$25.00	\$3,150.00
LANGLOIS, JACOBY	LSIT / SURVEY CREW CHIEF	24	\$45.00	\$1,080.00
MCCHANCEY, RYAN	SURVEY LSIT	68	\$56.00	\$3,808.00
NAY, CHRISTOPHER	SURVEY LSIT	144	\$45.00	\$6,480.00
NIELSON, MATTHEW	SURVEY TECH	16	\$38.00	\$608.00
PEDERSEN, CODY	PROJECT MANAGER \ PRINCIPAL	100	\$89.00	\$8,900.00
PETERSON, HALEE	ADMINISTRATIVE ASSISTANT	14	\$37.00	\$518.00
PETERSON, MATT	PROJECT MANAGER \ PRINCIPAL	54	\$89.00	\$4,806.00
RASMUSSEN, CARRIE	PUBLIC INVOLVEMENT SPECIALIST	24	\$37.00	\$888.00
ROBERTS, PHILLIP	PROJECT MANAGER \ PRINCIPAL	72	\$84.00	\$6,048.00
STROMBERG, JEFF	LAND SURVEYOR \ PROJECT MGR	40	\$70.00	\$2,800.00
WILLIAMS, MIKE	SURVEY LSIT	60	\$62.00	\$3,720.00
WILLIS, JIM	PROJECT MANAGER \ ENGINEER	68	\$76.00	\$5,168.00
WISOWATY, ERIC	DESIGN EIT	256	\$44.00	\$11,264.00
ZAMORA, DERRIK	ENGINEER IN TRAINING	110	\$40.00	\$4,400.00
Total Hours:		1,296		
Total Direct Labor:				\$69,902.00
Overhead:			97.30%	\$68,014.64
Total Direct Labor plus Overhead:				\$137,916.64
Fixed Fee:			10.00%	\$13,791.66
Burdened Labor Cost:				\$151,708.30
Other Direct Charges				
ODC Item	Unit of Measure	Qty	Item Cost	Extended Cost
EQUIPMENT 2026	UNIT	24.0	\$45.000	\$1,080.00
MILEAGE 01/2026	MILE	220.0	\$.725	\$159.50
Total Other Direct Charges:				\$1,239.50
Total Contract Cost:				\$152,947.80

UDOT CMS Hours Derivation

Contract Number:	NEW	Mod:		Project Number:	F-2068(2)4	PIN:	21233
UDOT Primary Contact:	Kevon Ogden						
PIN Description:	White City & Kearns WFRC TAP						

Employee Name	1Z1	1V1	1B1	1J1	2R1	2U1	3R1	3U1	3Y1	3V1	4J2	4P1	4R1	4U1	4Y1	
PETERSON, MATT	0	0	4	8	0	0	0	0	0	2	40	0	0	0	0	
PEDERSEN, CODY	20	2	0	0	0	0	8	0	12	2	0	0	16	0	12	
ROBERTS, PHILLIP	0	0	0	0	8	0	32	0	16	0	0	0	8	0	8	
WILLIS, JIM	0	0	0	0	16	0	0	0	32	0	0	0	0	0	20	
HEATON, CHARLES	0	0	0	0	0	0	0	0	0	0	24	0	0	0	0	
STROMBERG, JEFF	0	0	0	8	0	0	0	0	0	0	32	0	0	0	0	
WILLIAMS, MIKE	0	0	12	16	0	0	0	0	0	0	32	0	0	0	0	
MCCHANCEY, RYAN	0	0	16	16	0	0	0	0	0	0	36	0	0	0	0	
BROWN, PRESTON	0	0	0	0	24	0	12	0	16	0	0	0	20	0	0	
NAY, CHRISTOPHER	0	0	16	56	0	0	0	0	0	0	72	0	0	0	0	
LANGLOIS, JACOBY	0	0	16	0	0	8	0	0	0	0	0	0	0	0	0	
WISOWATY, ERIC	0	2	0	0	40	0	76	8	24	2	0	0	56	0	20	
ZAMORA, DERRIK	0	2	0	0	8	12	12	8	24	2	0	0	8	12	10	
NIELSON, MATTHEW	0	0	16	0	0	0	0	0	0	0	0	0	0	0	0	
RASMUSSEN, CARRIE	0	0	0	0	0	0	0	0	0	0	0	24	0	0	0	
PETERSON, HALEE	14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
CAMPBELL, MIKELL	0	0	0	0	0	0	0	0	0	0	24	0	0	0	0	
HEATON, RUTH	0	0	14	56	0	0	0	0	0	0	56	0	0	0	0	

UDOT CMS Hours Derivation

Contract Number:	NEW	Mod:		Project Number:	F-2068(2)4	PIN:	21233
UDOT Primary Contact:	Kevon Ogden						
PIN Description:	White City & Kearns WFRC TAP						

Employee Name	4V1	5V1	5Y1	6R1													Total
PETERSON, MATT	0	0	0	0													54
PEDERSEN, CODY	4	4	12	8													100
ROBERTS, PHILLIP	0	0	0	0													72
WILLIS, JIM	0	0	0	0													68
HEATON, CHARLES	0	0	0	0													24
STROMBERG, JEFF	0	0	0	0													40
WILLIAMS, MIKE	0	0	0	0													60
MCCHANCEY, RYAN	0	0	0	0													68
BROWN, PRESTON	0	0	0	0													72
NAY, CHRISTOPHER	0	0	0	0													144
LANGLOIS, JACOBY	0	0	0	0													24
WISOWATY, ERIC	4	4	12	8													256
ZAMORA, DERRIK	4	4	4	0													110
NIELSON, MATTHEW	0	0	0	0													16
RASMUSSEN, CARRIE	0	0	0	0													24
PETERSON, HALEE	0	0	0	0													14
CAMPBELL, MIKELL	0	0	0	0													24
HEATON, RUTH	0	0	0	0													126

UDOT CMS Hours Derivation

Contract Number:	NEW	Mod:		Project Number:	F-2068(2)4	PIN:	21233
UDOT Primary Contact:	Kevon Ogden						
PIN Description:	White City & Kearns WFRC TAP						

	1Z1	1V1	1B1	1J1	2R1	2U1	3R1	3U1	3Y1	3V1	4J2	4P1	4R1	4U1	4Y1	
Firm Activity Totals:	34	6	94	160	96	20	140	16	124	8	292	48	108	12	70	
	4V1	5V1	5Y1	6R1												Total
Firm Activity Totals:	12	12	28	16												1,296
	1Z1	1V1	1B1	1J1	2R1	2U1	3R1	3U1	3Y1	3V1	4J2	4P1	4R1	4U1	4Y1	
Transaction Activity Totals:	34	6	94	160	96	20	140	16	124	8	292	48	108	12	70	
	4V1	5V1	5Y1	6R1												Total
Transaction Activity Totals:	12	12	28	16												1,296