



Cedar City

10 North Main Street • Cedar City, UT 84720
435-586-2950 • FAX 435-586-4362
to www.cedarcityut.gov

CITY COUNCIL WORK MEETING

FEBRUARY 4, 2026

5:30 P.M.

Mayor

Steve Nelson

Council Members

Robert Cox
Waldo D. Galan
R. Scott Phillips
Phil E. Schmidt
Carter Wilkey

City Manager

Paul Bittmenn

The City Council meeting will be held in the Council Chambers at the City Office, 10 North Main Street. The City Council Chambers may be an anchor location for participation by electronic means. The agenda will consist of the following items:

I. Call to Order

II. Agenda Order Approval

III. Administration Agenda

- Mayor and Council Business
- Staff Comments
 - Golf Course winter closure. Jared Barnes

IV. Business Agenda

Public

1. Public hearing to consider ordinances for a General Plan change from Rural Estate to Business/Light Manufacturing and a zone change from Annexed Transition (AT) to Industrial and Manufacturing (I&M-1) in the vicinity of 3000 N 400 W. GO Civil / Randall McUne
2. Public hearing to consider a zone change from General Commercial (GC) to Residential Dwelling – Multiple Units (R-3-M) for the address of 491 North 400 West. GO Civil / Randall McUne
3. Public hearing to consider an ordinance amending a development agreement for a property located at approximately 4200 W Center Street. Jesse Carter / Randall McUne

V. Staff

4. Consider bids for the Kitty Hawk Drive and Bulldog Road Traffic Signal Project. Shane Johnson/Jonathan Stathis
5. Public hearing to consider modifications to Cedar City Ordinance 26-III-12 pertaining to the previously repealed General Commercial zone. Amber Ray / Randall McUne
6. Public hearing to consider a proposed Transportation Master Plan amendment in the vicinity of 2500 North Main Street. Velocity Builders / Kent Fugal
7. Discussion on Martins Flat. Kent Fugal
8. Consider a change order for the driller on Martins Flat. Kent Fugal

Dated this 30th day of January 2026.

Renon Savage, MMC
Cedar City Recorder

CERTIFICATE OF DELIVERY:

The undersigned duly appointed and acting recorder for the municipality of Cedar City, Utah, hereby certifies that a copy of the foregoing Notice of Agenda was delivered to the Daily News, and each member of the governing body this 30th day of January 2026.



Renon Savage, MMC
Cedar City Recorder

Cedar City Corporation does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

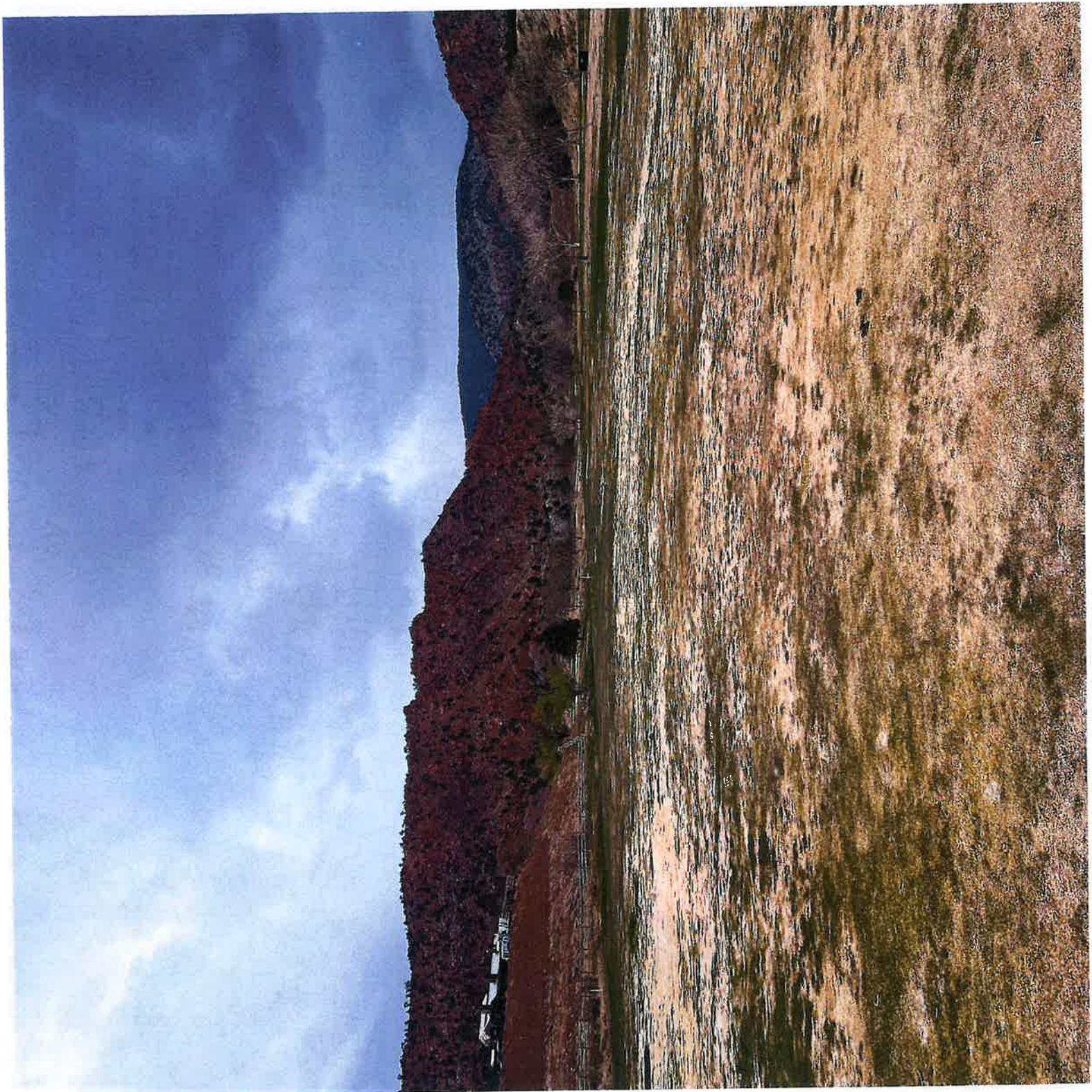
If you are planning to attend this public meeting and, due to a disability, need assistance in accessing, understanding or participating in the meeting, please notify the city not later than the day before the meeting and we will try to provide whatever assistance may be required.

5 year historical days played 12/15-2/15

	<u>2020/21</u>	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>
December 15-31	5	2	0	13	15	11
January 1-31	7	9	0	2	13	12
February 1-15	13	9	4	0	14	
Total	25	20	4	15	42	

2 feet pictorial days played 1212-212







PALISADE GOLF COURSE

Golf Course Closed

TO PRIORITIZE THE HEALTH OF THE
GOLF COURSE, THE COURSE WILL BE
CLOSED WITH

**NO ACCESS BETWEEN
THANKSGIVING AND MARCH 1ST**

THANKSGIVING AND MARCH 1ST

DURING THIS TIME FACILITY USE IS
PROHIBITED. IF YOU HAVE ANY
PROHIBITED. IF YOU HAVE ANY
PROHIBITED. IF YOU HAVE ANY

QUESTIONS PLEASE CONTACT OUR
HEAD GOLF PROFESSIONAL @
JVANORMAN@UTAH.GOV

JVANORMAN@UTAH.GOV
WELCOMING YOU
WELCOMING YOU
WELCOMING YOU

LOOK FORWARD TO WELCOMING YOU
LOOK FORWARD TO WELCOMING YOU
LOOK FORWARD TO WELCOMING YOU

CEDAR CITY COUNCIL

AGENDA ITEM – 1

TO: Mayor and City Council

FROM: City Attorney

DATE: January 30, 2026

SUBJECT: Requested General Plan and zone change for property located at 3000 N 400 W

DISCUSSION:

The owner of this property (2 parcels) seeks to change the General Plan designation and zone to allow better use of the property. The approximately 19-acre property is currently zoned Annexed Transition, and the General Plan designates it as Residential Estates. The owner seeks to change the General Plan designation to Business/Light Manufacturing and the zone to I&M-1. The property sits partly within two airport overlay zones: the Instrument Approach Zone and Approach Zone, which severely limits the residential use of the property – allowing only one dwelling per five acres. The property is surrounded by a mix of properties with the property to the west having recently constructed storage units, property to the north zoned as residential one dwelling per five acres, property to the east zoned as two units per acre, and the property to the south as the intended location of the School Districts new bus garage.

One little wrinkle to note that will hopefully be resolved prior to your vote: while the Council approved the annexation of these two parcels in December, the Lieutenant Governor's Office has not yet issued the certificate approving that annexation. If that annexation is not approved prior to your vote, you can still vote, but the zoning designation will not change until the annexation is fully completed.

The Planning Commission discussed this matter and gave a positive recommendation to the requested General Plan and zone changes.

Please consider whether to approve the requested General Plan and zone changes.

CEDAR CITY PLANNING COMMISSION
MINUTES – January 20, 2026

The Cedar City Planning Commission held a meeting on Tuesday, January 20, 2026, at 5:15 p.m., in the City Council Chambers, 10 North Main, Cedar City, Utah.

Members in attendance: John Webster, Jace Burgess, Jennifer Davis, Jim Lunt, Wayne Decker, Steve Hitz

Members absent: Tom Jett

Staff in attendance: Kent Fugal-City Engineer, Randall McUne-City Attorney, Amber Ray - Planner

Others in attendance: Mr & Mrs Tim Hermsoth, Jesse Carter, Dallas Buckner

<u>ITEM/REQUESTED MOTION</u>	<u>LOCATION/PROJECT</u>	<u>APPLICANT/PRESENTER</u>
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- Pledge of Allegiance – the pledge was led by Kent Fugal

I. REGULAR ITEMS

- 1) Approval of Minutes (dated January 6, 2026)
(Approval)

Lunt motions to approve the minutes from the January 6, 2026, meeting; Decker seconds; all in favor for a unanimous vote.

- | | | |
|--|---------------------|-----------------------------------|
| 2) PUBLIC HEARING
General Plan Amendment from
Low-Density Residential to Business/Light
Manufacturing
(Recommendation) | 3000 North 400 West | GO Civil Engineering/
Brindley |
| 3) PUBLIC HEARING
Zone Change from Annexed Transition
To I&M-1
(Recommendation) | 3000 North 400 West | GO Civil Engineering/
Brindley |

Dallas Buckner: This is a property we have brought through,. We have already had some discussions. Newly annexed, came in as annexed transition. Looking to do a zone change and a general plan amendment. This is the area that is in the projection of the airport. Located on the north side of 3000 N. Based on the airport zones, there's not really a residential component that is allowed unless you are doing one unit per five acres. And on the General Plan it is currently shown as rural estates.

John Webster: So it doesn't work for residential really?

Dallas: If you want to do 5 acre lots. When you annex, it becomes Annexed Transition, you have to rezone. South and southwest are all areas adjacent to the airport. Same zoning projections extend into our property.

Jennifer Davis: My understanding is that the airport is taking that zoning out. That is the reason you brought it forward before. Now they have filed the paperwork to take that out.

Dallas: Where it comes in as AT we want to do something with it. To the west it is still in the county. It is

getting developed as storage units, so that is an industrial use. I believe 3000 is a 75' minor arterial. In the future if the landowner decides that, and the airport changes those zones, you could go to a higher density residential, then maybe we revisit it and zone it at that time

Kent: As far as changes to the airport overlay zones. It isn't a given that any changes will happen. The push to change it was coming from county staff to change it, he retired. The replacement isn't keen on shaking up the overlay. There is a big process that will need to go through before that would happen, including coming to you guys. I am not aware anything has been filed, not sure who it would be filed with. It is a local issue, not FAA who decides, with federal guidelines. It is far from a sure thing.

Jim Lunt: There is just the one neighbor?

Dallas: I think it is a home. They did get noticed. I haven't driven out there.

Randall: To the west is storage units.

Open Public Hearing

Close Public Hearing

Amber Ray: Since it is a General Plan change, depending on what will be coming in, you may have to do modeling at that time. Also in project review, Don mentioned buffering between residential and industrial. You don't know what will go into the industrial after you rezone it.

Davis: What does the master plan call for?

Kent: Residential estates. It doesn't work well unless it is 5 acre lots. Not sure what the county had it zoned for before the annexation.

Decker motions for a positive Recommendation for the General Plan Amendment from Rural Estate to Business/ Light Manufacturing in the vicinity of 3000 N and 400 W; Jace Burgess seconds; Jennifer nay, all others in favor.

Decker motions for a positive Recommendation for the Zone change from AT to I&M-1 in the vicinity of 3000 N and 400 W; Jace Burgess seconds; Jennifer nay, all others in favor.

4) PUBLIC HEARING

Development/Deferral Agreement 4200 West and Center Street Jesse Carter / Platt & Platt
(Recommendation)

Jesse Carter: We tried to put something a little more clear of what we are trying to do here. This is Phase 1 of this development. This is at 4200 W and Center. We will be improving everything along the yellow line and our request is that we defer everything along this red line. I don't know if you have been out to Center Street, but there is plenty of width in the road currently to have two cars go by for the amount of traffic that it needs to carry. It seems sufficient currently in our opinion.

Davis: Did we talk about the deferral agreement having a date?

Jesse: As far as a trigger, we put in when we develop anything south of the red line.

Davis: I was thinking of a date, so it isn't unfinished forever.

Jace Burgess: If it isn't developed, does it need to be improved?

Kent: It needs to be improved because it is a master planned road that needs to carry the projected traffic.

Davis: I thought we had talked about that last time.

Randall: We did talk about it. This is their proposal. I think the last bullet point should probably say needed to do directly north of the area phase to be improved, not south. The very last line. The area phase you're going to be improving is going to be south of Center Street. Their idea is to do the yellow on top right now as part of the current phase, then the south part, which is red, would be whenever they complete any phase that goes along it, that is when they would put in the parallel portions of Center Street.

Lunt: Trigger entire red line or just the portion?

CEDAR CITY ORDINANCE NO. 0211-26

**AN ORDINANCE OF THE CEDAR CITY COUNCIL AMENDING
CEDAR CITY'S GENERAL LAND USE PLAN FROM RURAL ESTATE TO
BUSINESS/LIGHT MANUFACTURING IN THE VICINITY OF 3000 N 400 W**

WHEREAS, Ryan Brindley, the owner of the property at issue, located on the northwest corner of 300 North and 400 West, has petitioned Cedar City to change the current General Land Use Plan from Residential Estates to Business/Light Manufacturing for Iron County Parcel Numbers D-0731-0000-0000 and D-0699-0000-0000 (19.18 acres). The property is more particularly described as shown in Exhibit A.

WHEREAS, after providing public notice as required by City ordinance the Cedar City Planning Commission considered the proposed general land use amendments and gave the proposal a positive recommendation; and

WHEREAS, the City Council after duly publishing and holding a public hearing to consider the proposed general land use change finds the proposed change furthers the City's policy of establishing and maintaining sound, stable, and desirable development within the City, promoting more fully the objectives and purposes of the City's General Land Use Plan, or correcting manifest errors.

NOW THEREFORE BE IT ORDAINED by the City Council of Cedar City, State of Utah, that the City's General Land Use Plan is amended from Rural Estate to Business/Light Manufacturing for a property in the vicinity of 3000 North and 400 West, and more particularly described herein and shown in Exhibit A, and City staff is hereby directed to make the necessary changes to the City's General Land Use Plan.

This ordinance, Cedar City Ordinance No. 0211-26 , shall become effective immediately upon passage by the City Council and published in accordance with State Law.

Council Vote:

Phillips -
Cox -
Wilkey -
Schmidt -
Galan -

Dated this _____ day of February 2026.

STEVE NELSON, MAYOR

[SEAL]

ATTEST:

RENON SAVAGE, RECORDER

Exhibit A

Cedar City Ordinance 0211-26

- General Plan Change 3000 N 400 W -

CEDAR CITY ORDINANCE NO. 0211-26

AN ORDINANCE OF THE CEDAR CITY COUNCIL AMENDING CEDAR CITY'S ZONING DESIGNATION FROM ANNEXED TRANSITION TO INDUSTRIAL AND MANUFACTURING (I&M-1) IN THE VICINITY OF 3000 NORTH 400 WEST

WHEREAS, Ryan Brindley, the owner of the property at issue, located on the northwest corner of 300 North and 400 West, has petitioned Cedar City to change the current zoning designation from Annexed Transition (AT) to Industrial and Manufacturing (I&M-1). The property's legal description and zoning designation are more particularly described as shown in Exhibit A.

WHEREAS, after providing public notice as required by City ordinance the Cedar City Planning Commission considered the proposed zoning amendments and gave a positive recommendation to the proposal; and

WHEREAS, the City Council after duly publishing and holding a public hearing to consider the proposed zoning amendment finds the proposed amendment furthers the City's policy of establishing and maintaining sound, stable, and desirable development within the City, promoting more fully the objectives and purposes of the City's zoning ordinance, or correcting manifest errors.

NOW THEREFORE BE IT ORDAINED by the City Council of Cedar City, State of Utah, that the City's zoning designation is amended from Annexed Transition (AT) to Industrial and Manufacturing (I&M-1) for a property in the vicinity of 3000 North and 400 West, as more particularly described herein, and City staff is hereby directed to make the necessary changes to the City's zoning map.

This ordinance, Cedar City Ordinance No. 0211-26 , shall become effective immediately upon passage by the City Council and published in accordance with State Law.

Council Vote:

Phillips -

Cox -

Wilkey -

Schmidt -

Galan -

Dated this _____ day of February 2026.

STEVE NELSON, MAYOR

[SEAL]

ATTEST:

RENON SAVAGE, RECORDER

CELEBRITY CITY ORDINANCE 0211-26

The purpose of this ordinance is to amend the existing zoning ordinance to allow for the use of a certain type of property in a certain zone. The ordinance is necessary to address the needs of the community and to ensure that the zoning ordinance is up-to-date and reflects the current needs of the community.

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Exhibit A

Cedar City Ordinance 0211-26

- Zone Change 3000 N 400 W -

The purpose of this ordinance is to amend the existing zoning ordinance to allow for the use of a certain type of property in a certain zone. The ordinance is necessary to address the needs of the community and to ensure that the zoning ordinance is up-to-date and reflects the current needs of the community.

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CEDAR CITY COUNCIL

AGENDA ITEM – 2

TO: Mayor and City Council

FROM: City Attorney

DATE: January 30, 2026

SUBJECT: Requested zone change for property located at 491 N 400 W

DISCUSSION:

One of the owners of this property seeks to change the zone from General Commercial to R-3-M, which is more consistent with the current use of the property. The change would also likely allow additional dwelling units. The property is surrounded primarily by commercially zoned properties, but properties across the street have recently been amended to R-3-M for similar reasons.

The Planning Commission discussed this matter and gave a positive recommendation to the requested zone change.

Please consider whether to approve the requested General Plan and zone changes.

491 N 400 W, CEDAR CITY UTAH, PROPERTY BOUNDARY

COMMENCING 10.61 RODS NORTH FROM THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN; THENCE WEST 0.23 RODS; THENCE NORTH 5 RODS; THENCE EAST 15.5 RODS; THENCE SOUTH 5 RODS; THENCE WEST 15.27 RODS TO THE POINT OF COMMENCEMENT.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

BEGINNING NORTH 175.6 FEET FROM THE WEST QUARTER CORNER OF SECTION 11, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN; THENCE WEST 3.80 FEET; THENCE NORTH 82.5 FEET; THENCE EAST 154.25 FEET; THENCE SOUTH 82.5 FEET; THENCE WEST 150.45 FEET THE THE POINT OF BEGINNING.

LEGAL DESCRIPTION PER DEED OF RECORD: WARRANTY DEED BK: 1660 PG: 1734



4. PUBLIC HEARING

Zone Change from GC to R-3-M

491 North 400 West

GO Civil Engineering

Dallas Buckner: Good evening Go Civil. We recently made another zone change right across the street. I mentioned that in this meeting. Ironically, when we sent out the notice. Someone from across the street said, hey, I want to do the same thing. Here we are. This is an existing parcel that's zoned general commercial, and we're requesting a zone change to R-3. The reason for this is just from a lending standpoint on an existing house and trying to get a residential loan on something that's zoned commercial.

Webster: Any questions? It seems straightforward.

Lunt: Does the city have any problems with it.

Don: No issues.

Open Public Hearing

Close Public Hearing

Davis motions for a Positive Recommendation for the Zone Change from General Commercial to R-3-M at the property at 491 North, 400 West; Hitz seconds; all in favor for a unanimous vote.

5. PUBLIC HEARING

Development/Deferral Agreement

4200 West and Center Street Jesse Carter / Platt & Platt

Jesse Carter: Essentially what we are looking to do is build small single-family homes on this portion with a twin home right here. From what I understand the new city ordinance. I can't remember how many feet within a development you have to finish the dedicated road and in talking with Kent. The city would want us too, either now or in the future, to finish this portion of Center Street. What we want to do. All these homes front 25 North; there is not a huge need for finishing this road currently. From what I understand, this road will eventually go all the way to Westview. Eventually this will be a heavily traveled road. We're not saying that we don't want to finish it eventually. I don't know how many people have driven it, but there's no one who hardly ever drives it. Right now, in this phase, just this little one-acre portion here. We're just wanting to defer that to a later phase.

Decker: Help me understand where that is, kind of in reference to other places.

Davis: Is that by Iron West?

Jesse: This is Iron Springs Elementary right here, and then this is Mountain Shadows, and Iron West is right here. These are those new Ironhawk Townhomes here.

Kent: This is where we're putting in the new soccer fields, right down here. Just one point of clarification, if I could, Jesse. What I saw on, we didn't get much of a submittal on this, but what we did get just said to defer improvements West of 4200 West. Our understanding of what you were wanting to defer. Because what we were saying is this is all one parcel. You're developing a portion of that parcel. You own both sides of the road. Our interpretation of our ordinance is that you need to fully improve Center Street for that entire length. From Mountain Shadows over to Iron Hawk. We had understood that it was just this portion west of 4200 West that you said that you wanted to defer. Based on what you submitted and kind of based on our conversations earlier. It sounded like you were saying something different in your presentation.

Jesse: No, I think that's what we're trying to do. From what I understand, you're also needing us to finish this water line right here, correct? From the conversations that I am aware of, it doesn't make a whole lot

CEDAR CITY ORDINANCE NO. 0211-26

AN ORDINANCE OF THE CEDAR CITY COUNCIL AMENDING CEDAR CITY'S ZONING DESIGNATION FROM GENERAL COMMERCIAL TO RESIDENTIAL – MULTIPLE UNITS IN THE VICINITY OF 491 NORTH 400 WEST

WHEREAS, Hayden Andrew Springer, an owner of the property at issue, located at 491 North 400 West, has petitioned Cedar City to change the current zoning designation from General Commercial (GC) to Residential – Multiple Units (R-3-M). The property's legal description and zoning designation are more particularly described as shown in Exhibit A.

WHEREAS, after providing public notice as required by City ordinance the Cedar City Planning Commission considered the proposed zoning amendments and gave a positive recommendation to the proposal; and

WHEREAS, the City Council after duly publishing and holding a public hearing to consider the proposed zoning amendment finds the proposed amendment furthers the City's policy of establishing and maintaining sound, stable, and desirable development within the City, promoting more fully the objectives and purposes of the City's zoning ordinance, or correcting manifest errors.

NOW THEREFORE BE IT ORDAINED by the City Council of Cedar City, State of Utah, that the City's zoning designation is amended from General Commercial (GC) to Residential – Multiple Units (R-3-M) for a property in the vicinity of 491 North 400 West, as more particularly described herein, and City staff is hereby directed to make the necessary changes to the City's zoning map.

This ordinance shall become effective immediately upon passage by the City Council and published in accordance with State Law.

Council Vote:

Phillips -
Cox -
Wilkey -
Schmidt -
Galan -

Dated this _____ day of February 2026.

STEVE NELSON, MAYOR

[SEAL]

ATTEST:

RENON SAVAGE, RECORDER

Exhibit A

Cedar City Ordinance 0211-26

- Zone Change 491 N 400 W -

EXHIBIT 2

Table 1: Summary of the data

Year: 2010-2011

CEDAR CITY COUNCIL

AGENDA ITEMS – 3

DECISION PAPER

TO: Mayor and City Council
FROM: City Attorney
DATE: January 30, 2026
SUBJECT: Development/Deferral Agreement at 4200 West Center

DISCUSSION:

Jesse Carter is seeking a deferral agreement to delay the installation of some of the public improvements fronting his property along Center Street near 4200 West. He requested to only complete improvements abutting the small portion he intends to develop soon, the portion north of Center Street to the center of the street. As the property is all one parcel, City ordinances require all of the improvements on the north and south sides of Center Street to be installed for the entire width of the parcel.

The Planning Commission recommended giving a deferral for part of the request, requiring completion of improvements from the intersection with 4200 West to the east end of the property, likely because much of that part of Center Street is still quite narrow. I've drafted the proposed deferral agreement pursuant to the conditions recommended by the Planning Commission.

Please note that this was advertised as a development agreement, not a deferral agreement. This was partly due to the initial conversations with Platt & Platt and Jesse Carter including an additional request to install something contrary to ordinance that did not make it into their formal application. Additionally, as best as I can tell from State law, the validity of deferral agreements can only be established under the statutes for development agreement (i.e., a deferral agreement is a development agreement, only under another name).

Please consider approving the proposed Deferral Agreement with Jesse Carter (Royal Investments, LLC, and Liberty Cove, LLC).

Silver Creek Subdivision Phase 1 – 4200 W & Center Street

Deferral Agreement

- The property owner agrees to do all needed center street improvements adjacent to the Silver Creek subdivision phase 1 as indicated by the yellow line in Exhibit A. This would include, curb, gutter, asphalt, sidewalk.
- The property owner will defer all improvements south of center street as indicated by the red line in Exhibit A. These deferred improvements would include curb, gutter, asphalt, sidewalk.
- The trigger for doing the improvements for where the red line is located will be when the developer develops any of the property south of the red line, the developer will need to do the center street improvements directly south of the area/phase to be improved.

getting developed as storage units, so that is an industrial use. I believe 3000 is a 75' minor arterial. In the future if the landowner decides that, and the airport changes those zones, you could go to a higher density residential, then maybe we revisit it and zone it at that time

Kent: As far as changes to the airport overlay zones. It isn't a given that any changes will happen. The push to change it was coming from county staff to change it, he retired. The replacement isn't keen on shaking up the overlay. There is a big process that will need to go through before that would happen, including coming to you guys. I am not aware anything has been filed, not sure who it would be filed with. It is a local issue, not FAA who decides, with federal guidelines. It is far from a sure thing.

Jim Lunt: There is just the one neighbor?

Dallas: I think it is a home. They did get noticed. I haven't driven out there.

Randall: To the west is storage units.

Open Public Hearing

Close Public Hearing

Amber Ray: Since it is a General Plan change, depending on what will be coming in, you may have to do modeling at that time. Also in project review, Don mentioned buffering between residential and industrial. You don't know what will go into the industrial after you rezone it.

Davis: What does the master plan call for?

Kent: Residential estates. It doesn't work well unless it is 5 acre lots. Not sure what the county had it zoned for before the annexation.

Decker motions for a positive Recommendation for the General Plan Amendment from Rural Estate to Business/ Light Manufacturing in the vicinity of 3000 N and 400 W; Jace Burgess seconds; Jennifer nay, all others in favor.

Decker motions for a positive Recommendation for the Zone change from AT to I&M-1 in the vicinity of 3000 N and 400 W; Jace Burgess seconds; Jennifer nay, all others in favor.

4) PUBLIC HEARING

Development/Deferral Agreement 4200 West and Center Street Jesse Carter / Platt & Platt
(Recommendation)

Jesse Carter: We tried to put something a little more clear of what we are trying to do here. This is Phase 1 of this development. This is at 4200 W and Center. We will be improving everything along the yellow line and our request is that we defer everything along this red line. I don't know if you have been out to Center Street, but there is plenty of width in the road currently to have two cars go by for the amount of traffic that it needs to carry. It seems sufficient currently in our opinion.

Davis: Did we talk about the deferral agreement having a date?

Jesse: As far as a trigger, we put in when we develop anything south of the red line.

Davis: I was thinking of a date, so it isn't unfinished forever.

Jace Burgess: If it isn't developed, does it need to be improved?

Kent: It needs to be improved because it is a master planned road that needs to carry the projected traffic.

Davis: I thought we had talked about that last time.

Randall: We did talk about it. This is their proposal. I think the last bullet point should probably say needed to do directly north of the area phase to be improved, not south. The very last line. The area phase you're going to be improving is going to be south of Center Street. Their idea is to do the yellow on top right now as part of the current phase, then the south part, which is red, would be whenever they complete any phase that goes along it, that is when they would put in the parallel portions of Center Street.

Lunt: Trigger entire red line or just the portion?

Randall: They way he is proposing it, and again, this is his proposal, this is not staffs idea, it is his. That is why we presented it to you as his. It would be only just to the west 200 feet. So the idea as we do it is that if he tries to do a tiny portion on Center Street and then balloon out, we would count the full balloon out and go immediately north of that, and that's how far you'd have to improve. So that'll avoid trickery, but it is allowing him obviously to defer. I wanted to let you know there's two different ordinances this is potentially going to defer. Number one is 26-4-5(A) where it says that if you own both sides, which they do, they own the north side and the south side of the street for those portions, they're supposed to complete all the improvements. The fact that he owns the part to the south under this ordinance, he would have been required to also do the improvements of the red that's matching it. So if you just follow the yellow line and go straight down, he'd have to do the improvements there. When we added what I usually refer to as the public improvement avoidance ordinance that we pushed through the last couple of years, it would require the entire red. So that's kind of the stages of what he's asking for to kind of give you the history of the ordinance that's there. Your question in the end as you make this recommendation to council is: Are you okay with any deferral? And if so, what deferrals and what triggers?

Decker: Why are you asking for a deferral?

Jesse: Given the current market, we want to develop this first phase now and see how it sells. As soon as this starts to get developed, the plan as of now would be to start on a portion of this.

Decker: So your plan is to develop it eventually?

Jesse: Yes, no point in putting in hundreds of thousand into improvements, especially when this road is perfectly useable as is. In fact, it will be even wider because when we do this improvement, it will have to widen and match.

Jace: Single family?

Jesse: Zoned R-3-M. Small single-family homes with a twin home right there. 2,000 sq ft single family homes. It will be within the zoning which we currently have.

Jace: Its probably not going to sit long. I agree, it is silly to have to do all the improvements up front.

Jesse: We also don't know what this is going to look like yet, and so it'd be nice to develop, you know, if we do this half, do the curb gutter, entries, however they need to be coming off the street. So we are not doing any unnecessary curb cuts and other things like that.

Davis: I wanted to ask the city's stand, see how it fronts 25 North and Center? What did we make these people do on this side?

Randall: We make them do all that they front.

Jace: Does it have sidewalk?

Jesse: It does not. It has curb. We had talked about asking to move that wall, but we are not presenting that to you tonight.

Kent: This is the lift station that has been removed.

Randall: You will notice the ones to the west have driveways onto Center. Not sure how that happened. That can be a dangerous problem. You can split this, you can say we are okay with deferring it. Maybe we want a different trigger you already talked about maybe putting time limit on it. You'll have other ones where sometimes they'll just say, to do exactly just straight north of whatever he develops. Some of that could create some odd situations where say he does the first 200 feet, but he doesn't get all the way to 4200 West. We'll end up having a road that expands for a little bit, but doesn't actually expand all the way to an intersection. You could always propose that too and say we're okay with a deferral on the red, but we think whichever way he comes in from the west or the east, he needs to finish those improvements up to, and including 4200 West. At least that way you've got a full width intersection coming from one side.

Kent: Center Street is planned to go to at least 5700 West.

Jesse: If I can also point out, there is a water line we aren't requesting a deferral for the water line. We are having to put in an 8 inch and the city is paying to upsize to 12 inch. We don't need it for this phase. We are trying to help the city out.

Randall: You've heard my take before on deferrals and development agreements. I'm always nervous on these because enforceability later is difficult. This one at least we'd have that whole portion of property wouldn't be

able to use until that's there. But again, my biggest fear is tying it too closely to each little section. What if he finishes one part and then decides to not finish it later, or turn it into a farm, or what do the Leavitt's do half the time, throw in some sheep and just call it a green belt. You could end up with something that sits there for 30 years because Jesse's plan needs to wait because the economy does something. It may not matter if he's not developed anything to the south because that's already the way it is. But if he develops portions of it but not others, we could end up with a pretty weird hodgepodge. So that's all I ask you. If you give a deferral in the development agreement or at least a thumbs-up recommendation, tie it as best you can to avoid too much piecemeal.

Davis: I like the idea of having to go to, what is that, 4200? Yeah, the whole yellow line. Yeah, like it having to go to 4200, whether you come from the east or the west, and then maybe once you start that red line, you have five years to do both halves of it or timeline that part instead of when they start.

Jace: I like the idea to go to 4200, once you start the red line you have 5 years to do both halves. How would you enforce?

Randall: Tracking is difficult because we could stop any new building permit from coming into that area if it's not finished. But that requires engineered time and effort to keep that on GIS and staffed and that kind of stuff. It can be difficult if you have too many things to keep track of. But I do think it's a little unreasonable to have to do both sides, especially when they probably won't even be the same product.

Steve Hitz: But if you develop all at once, it benefits you.

Jesse: Yes

Lunt: Whoever buys the property will have the cost.

Steve: Do you think the cost of improving the road will go down?

Jesse: We could build more homes quicker if we didn't have to do the red line improvement. It's kind of our thought because it would just slow down the process because we would have to sell a couple of homes to recoup that cost.

Decker: I don't see anything but advantages to you with doing the improvements, besides the cost. It will cost anyways. I think it needs to be done all at once.

Lunt: A wall up against Center Street?

Randall: 4200 would continue though, you could partially have a couple other streets. We'd be really grateful if they lined up with the streets that are there.

Jesse: Absolutely

Kent: As far as engineering staff perspective. We don't believe that there should be a deferral. I'll just put it that way. We would not recommend any deferral. However, if a deferral is given, we would recommend only deferring what's west of 4200 West. So they would build full width and then just taper the pavement in west of 4200 West. The rest of this would get built, would be our recommendation if you do choose to defer. The other thing is if you do choose to do any deferral, we would strongly recommend against the wording that, oh, wrong thing, here we go. The wording in here on this last paragraph, only doing the part north or south to the phase. It would take the ordinance off the table in the future. I don't think you should include that. If you do decide to recommend a deferral. I would delete all that. That is the recommendation from engineering.

Jesse: If I could push back a little on the comment of improvement increasing the value, Center Street is already a road that can be used even without the improvements we would be doing on the yellow line, which will make it wider. I don't think from a real estate standpoint it would make it appear more valuable having a 65-foot road.

Kent: It is a 66' major collector road.

Jesse: Buyers are not going to want to see that large of a road behind their home. It will scream people will go fast down this road. Which they will. If you widen the road, people will go faster. I think that is one thing you open up when you are finishing the road before it needs to be finished. You will have a lot of cars, driving fast. From the Iron Hawk Townhomes to the Mountain Shadow turnoff, people are going to go fast down that road. I would be cautious. There are kids walking to what is my empty field. Opening up to danger, people driving faster than they should on a road that doesn't need to be 65 feet.

Steve: Would a win win be to offer a deferral up to 4200 West.

Decker: The pavement is ½ mile now. And you're wanting about half of that.

Kent: (Measured) You're talking a ¼ mile.

Jesse: I am not saying we don't want to develop it, and we will eventually. Why make it bigger when you don't need it bigger? Why require us to pay a couple hundred thousand dollars more to do that now when we can invest that into building more homes, for more people, improving the city quicker.

Kent: I dispute the notion given earlier about the road being plenty wide as it currently is. I think this really needs to be improved, especially when you encounter pedestrians, or people on their bicycles, it is really tight. I think this really needs to be improved. This part where they are is the narrowest portion of the whole road. Even when you get the improvements on the north side, it will still be the narrowest portion. The water line that was mentioned, that is not something that the developer is offering out of the goodness of their heart, it is required. It is a water line that is on the master plan.

Jesse: My point was, we don't need that water line for this phase here.

Kent: This current phase will not utilize that line, but it is not something you are putting in to help the city out.

You are putting it in because it is a requirement of the master plan.

Randall: Do you know the current width of the asphalt in the narrowest part?

Kent: I drive it on a regular basis, and it is tight. I would not agree that it is a benefit to leaving it narrow.

Jennifer: Inevitably it will be wider so we can't keep it narrow forever.

Jace: I never weigh in on safety because I think it is a tough hole to fill. But I do agree with the cost. Even to go on south side of the road to 4200, with a timeframe on the rest, I would be more than happy with that.

Kent: Staff is suggesting this portion should be developed to full width, then it could taper down. That is what we would be most comfortable with if you wish to recommend any type of deferral. A minor amount of widening the asphalt.

Decker: What is the distance from 4200 West to where your property ends to the west?

Kent: 630' to west deferred 690' to the east they would be constructing. Close to half and half.

John: I would add, as you develop further to the west, or to the north and west, Center Street, which leads in the mornings and afternoons to school for parents. Fairly heavy trafficked. 4050 West.

Steve: How fast are you going to develop the south side of Center?

Jesse: It depends on how fast we can sell these. We wouldn't even consider starting the next one until we are at least 50- 75% sold on Phase 1.

Steve: How long are you thinking?

Jesse: Maybe 18 months.

Steve: I am all for helping entrepreneurs. I understand the cost. Maybe we do something like develop both sides of the road up to 4200 and give you a 5-year deferral on the rest. Kent said he would go along with that as a minimum.

Decker: I think you are honest, but that is hard to enforce.

Randall: The five-year part would be difficult. The triggers that are easier to enforce are next phase of subdivision, next building. Just know you can put the 5 years in, just know the trigger will really be when he goes to put in another phase.

Jennifer: Can we do something like- upon the Next phase of development not to exceed 5 years. That way you have two triggers but also have a deadline.

Randall: You can do both. Just know the easier one to enforce is the subdivision and building side.

Open Public Hearing

Tim Hermsoth.: I own 4212. Evidentially the driveway on to Center. I love my house. It is a residential area. I was hoping to at least continue residential for the block and across the street. I realize further down the line where you have the block wall on Center, it is ugly. It is dangerous because you can't see kids on the sidewalk. I am here to make sure it stays residential. I want to make sure it doesn't go to duplexes or high rises. Or like what you guys did further down.

Jace: That is what it is currently zoned for.

Randall: Your whole neighborhood is already zoned for that. R-3-M is still residential it is the highest density besides around the university.

Tim: I would prefer not to see high density. The new area that is being built now, heavily, all those apartments, are they already zoned that way?

Jace: Yes

Tim: I am here to make sure the area of my house is single family homes. It appears there is a larger house going onto that property, and then single properties?

Lunt: A twin home then everything else is 2000 sq ft.

John: We are not in the position to change the zone unless someone comes in and requests it. It is already high density.

Tim: Driveways will be on 25 West?

Randall: Correct:

Tim: I don't want to see the whole area turn into duplexes and apartments; it's too many people along that road.

Close Public Hearing

Steve: I like Jennifer's idea of a two-phase trigger. But I also like the idea of developing both sides of the road up to 4200. I make a positive recommendation 4200 and Center development requires development of road on both sides up to 4200. With two triggers, the first is the development of the south side of the road as the first trigger, and then there is a 5 year to have that fully developed on both sides of the street.

Kent: Five years from now, or five years when they start to develop.

Steve: When they start the development.

Davis: What if they don't develop it for 10 years? I was thinking, no to exceed five years for the full. When they start developing it, they will need to improve it right then.

Kent: So East of 4200 not deferred, West of 4200 will be deferred.

Steve: The trigger then what?

Jennifer: Upon development of the south side, or five years, whichever happens sooner.

Steve: I agree to that amendment

Steve Hitz motions for a Positive Recommendation for a Deferral Agreement in the vicinity of 4200 West and Center Street. The development on the north of Center Street requires improvements to both sides of the road up to 4200 West. A deferral for improvements west of 4200 West to be deferred until development of the south side, or five years, whichever happens sooner; Jennifer Davis seconds; Wayne Decker nay, all others in favor.

The meeting was adjourned at 6:09 p.m.

Amber Ray, Planner

DEFERRAL AGREEMENT

THIS AGREEMENT, is made and entered into this ____ day of _____, 2026, by and between Royal Investments, LLC and Liberty Cove, LLC, herein referred to as CITIZEN, and Cedar City Corporation, a municipal corporation organized and existing under the laws of the State of Utah, herein referred to as CITY. Collectively the CITIZEN and CITY may be referred to as the PARTIES.

WITNESSETH:

WHEREAS, CITIZEN owns property located at approximately 4200 W Center in Cedar City, Utah (Iron County Parcel ID B-1433-0000-0000); said property being more particularly described as attached in Exhibit A.

WHEREAS, said property, pursuant to Ordinance, will not meet certain prerequisites for development;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained here, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the PARTIES agree as follows:

1. CITIZEN may obtain construction drawing/final plat approval for projects within the portion of the property north of Center Street in Cedar City, Utah (located within Iron County Parcel ID B-1433-0000-0000), subject to the terms and conditions set forth herein.
2. CITY agrees to waive certain requirements temporarily subject to the terms and conditions set forth herein.
3. CITIZEN acknowledges their obligation to install curb, gutter, sidewalk, street, street light, water, sewer, drainage and landscaping improvements along Center Street for the entire frontage of the property. CITIZEN will install said improvements on both the north and south sides of Center Street from the west side of the intersection with 4200 W continuing to the east side of the property. CITIZEN agrees to install the remaining improvements, namely from the west side of the property heading east to the west side of the improvements already required (west side of 4200 W intersection), at their own expense, curb, gutter, sidewalk, street, street light, water, sewer, drainage and landscaping improvements at such time as any trigger event occurs. Such improvements must be installed or bonded for within an approved subdivision by CITIZEN within 30 days of any trigger event.
4. The Parties acknowledge that Center Street is a master planned road and reimbursements will occur pursuant to City ordinance for required upsizing of improvements.
5. TRIGGER EVENTS. The following events shall be considered trigger events.

- a. When any portion of the property south of Center Street is subdivided or otherwise developed; or
 - b. Five (5) years have transpired from the date of this agreement.
6. CITIZEN acknowledges that no written notice or reminder by CITY is required to start the 30-day time period. If CITIZEN does not improve said property with the improvements outlined under term 3, CITIZEN acknowledges and consents that CITY may elect to install the improvements and record a lien against said property to secure the repayment of the costs associated with the CITY installing the improvements.
 7. This Agreement shall be recorded in the office of the Iron County Recorder.
 8. This Agreement shall be binding upon the respective heirs, legal representative, successors, and assigns to the PARTIES hereto.
 9. This agreement shall run with the title to the property and be binding on any successor in interest.

IN WITNESS WHEREOF, the PARTIES have executed this Agreement as of the day and year set forth above:

CITIZEN:

Royal Investments, LLC

By: _____

Signature: _____

Title: _____

STATE OF UTAH)

:ss.

COUNTY OF IRON)

On this ____ day of _____ 2026, _____ personally appeared before me and duly acknowledged to me that s/he signed the above and foregoing document.

NOTARY PUBLIC

Liberty Cove, LLC

By: _____

Signature: _____

Title: _____

STATE OF UTAH)

:ss.

COUNTY OF IRON)

On this ____ day of _____ 2026, _____ personally
appeared before me and duly acknowledged to me that s/he signed the above and foregoing
document.

NOTARY PUBLIC

CITY:

STEVEN NELSON
MAYOR

[SEAL]

ATTEST:

RENON SAVAGE
CITY RECORDER

STATE OF UTAH)

:ss.

COUNTY OF IRON)

This is to certify that on the ____ day of _____ 2026, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Steven Nelson, known to me to be the Mayor of Cedar City Corporation, and Renon Savage, known to me to be the City Recorder of Cedar City Corporation, and acknowledged to me that he the said Steven Nelson and she the said Renon Savage executed the foregoing instrument as a free and voluntary act and deed of said corporation, for the uses and purposes therein, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

NOTARY PUBLIC

EXHIBIT A
- legal description -

REFER TO ATTACHED LEGAL DESCRIPTION

1881

1882

1883

**CEDAR CITY
CITY COUNCIL AGENDA ITEM 4
STAFF INFORMATION SHEET**

To: Mayor and City Council

From: Jonathan Stathis

Council Meeting Date: February 4, 2026

Subject: **Consider bids for the Kitty Hawk Drive and Bulldog Road Traffic Signal Project.**

Discussion: A traffic study at the intersection of Kitty Hawk Drive and Bulldog Road showed that a new traffic signal is warranted at this intersection. The design has been completed for the new traffic signal by Kimley-Horn & Associates. The construction bids for the project have been received and are now being presented for consideration.

Contractors and others were notified of this project via email, advertisement in the Spectrum newspaper, and on the City's website. The bid documents were requested by 11 contractors and 2 plan rooms. Cedar City received 3 bids for the project.

The submitted bid from Cache Valley Electric did not include the signed acknowledgments for the Addenda; however, they did acknowledge the Addenda on the first page of the Bid form. The bid documents state that "The City may waive any informalities or minor defects or reject any and all BIDS." Staff recommends that this be considered a minor defect in their bid.

The following table shows a summary of the bids that were received:

Bid Summary – Kitty Hawk Dr. & Bulldog Rd. Traffic Signal Project

Name of Contractor	Office Location	Total Bid Amount
Cache Valley Electric Co.	Salt Lake City, UT	\$243,359.03
Interstate Rock Products	Hurricane, UT	\$260,960.30
Suncore Construction & Materials Inc.	Cedar City, UT	\$277,545.00

If this bid is awarded it would be on the condition that the Contractor provide the required executed bonding, insurance documents, immigration status verification, and that the Mayor be authorized to sign the agreement with the Contractor.

The following table provides a summary of the proposed budget for this project:

Project Funding
Kitty Hawk Dr. & Bulldog Rd. Traffic Signal Project
(Account #25-40-730)

	<u>Funding</u>	<u>Expenses</u>	<u>Balance</u>
<u>Funding in FY26</u> –			
Cap Outlay-Street Widening (25-40-730)	\$489,000		
<u>Expenses</u> –			
Engineering services – Kimley-Horn		(\$48,600)	
Construction contract		(\$243,359)	
State furnished signal materials		(\$148,133)	
Rocky Mountain Power service contract		(\$8,354)	
Misc./Contingency/Materials Testing		(\$20,000)	
Totals –	\$489,000	(\$468,446)	\$20,554

Please consider whether to award the bid for the Kitty Hawk Drive and Bulldog Road Traffic Signal project. Thank you for your consideration.

CEDAR CITY COUNCIL

AGENDA ITEM - 5

TO: Mayor and City Council

FROM: City Attorney

DATE: January 30, 2026

SUBJECT: Ordinance applying Central Commercial conditions to General Commercial properties

DISCUSSION:

The City repealed its General Commercial Zone back in 2012. All properties then-zoned as General Commercial were allowed to remain General Commercial and were required by the conditions in the then-repealed ordinances. That has caused some confusion as the repealed ordinances are not readily available on our website and the repealed ordinance cannot change the way other zones have. Rather than keeping the conditions of the obsolete zone, staff recommends the proposed ordinance changing the General Commercial zone rules to simply follow the Central Commercial zone rules.

Please note that the alternative approach would be to zone change all General Commercial properties to Central Commercial properties, but that process is substantially more difficult.

The Planning Commission gave a positive recommendation to this proposal.

Section 26-III-12 GC General Commercial Zone

Cedar City's general commercial (GC) zone has been repealed and is no longer available as a zone within Cedar City for future development. Cedar City will ~~continue to~~ use the provisions of **the central commercial (CC) this** zone for the development of property that was zoned general commercial (GC) prior to the date of the general commercial (GC) zone's repeal. The contents of the general commercial (GC) zone that existed immediately prior to its repeal is attached to the repealing ordinance (Cedar City Ordinance ~~Neum~~ 0926-12-1) which is on file with the City Recorder.

CREATED BY ORDINANCE NUMBER 0728-21-7. Created by Cedar City Ordinance Number 0207-18-1, amended by 1209-20, 0210-21-1, and 0414-21-3.

HISTORY

Amended by Ord. 0926-12-1 on 9/26/2012

Open Public Hearing

Dan Roberts: JMT owns the property on the east side of Main Street. We asked UDOT to let us have the right turn in and a right turn out. We were just flat told no, by UDOT. We were trying to eliminate all the congestion that is going to take place up there on the Terrible's intersection, but UDOT, they control all that back to that intersection. We're okay with vacating it, and that's item number 7. Thanks.

Close Public Hearing

Hitz motions for a Positive Recommendation on 2500 North Main Street, that the Transportation Master Plan be amended to eliminate the previously proposed road; Davis seconds; all in favor for a unanimous vote.

8. PUBLIC HEARING

Ordinance Text Amendment

Section 26-III-12 Pertaining to
To the repealed General Commercial
Zone

Amber Ray

Amber Ray: Planning, many moons ago, there was the general commercial zone, and that was rescinded. It was rescinded in our ordinance. However, there are still areas of the city that are zoned general commercial. If someone is in the general commercial and they want to develop. They have to ask us where this general commercial zone is. We have to go and dig out this dusty copy and give it to them. The general commercial zone is very similar to the central commercial zone. In an effort to make the zoning specifications easily accessible to the public, we are proposing a text amendment. This is what it currently says in the ordinance under the general commercial zone, and we would suggest removing what is red and crossed out and adding in what is green.

Lunt: Will that make your life easier.

Amber: This would make my life easier, and I think it would be very clear and easy for the public, instead of this.

Lunt: What will you do with that free time.

Amber: Well, I don't know yet.

Randall: We have plenty of work for her. Don't worry about that.

Don: We've got more band-aids.

Randall: From the legal side, the reason why I'm in favor of this is we have no ability to change the general commercial's requirements right now. Because it's basically deleted ordinance. It is fixed, and for over 10 years now, we have not been able to change what's allowed or not allowed in the general commercial zone. We've been changing something about every other zone during that time frame. This allows the council, with your recommendation, of course, to make changes if we don't like something, whether prohibitive or allowed, in a general commercial zone without having to dust off the old one and bring it back. Figure out what 12 changes we've made in between that we should make. This is just a simpler way to handle the same situation.

Webster: Any other questions?

Open Public Hearing

Carter Wilkey: I just have a quick question. I guess in this situation then, with this now, there would be no need to change the zone then. Because a lot of times people will come in and rezone from general commercial to central commercial. They could just leave it as general commercial.

Randall: Correct, they could do that now, but there's only just a, what did you guys find, like a dozen, if even that, differences?

Amber: Five.

Randall: There were five uses that were different between the two zones. Most of the time they weren't changing the zone. They just stuck with general commercial. It just took us a while to dust off the old version.

Webster: Thank you, Carter. Any others like to speak to this?

Close Public Hearing

Davis motions for a Positive Recommendation for the Ordinance Text Amendment, pertaining to the repealed General Commercial zone; Burgess seconds; all in favor for a unanimous vote.

The meeting was adjourned at 5:46 p.m.

Faith Kenfield, Executive Assistant

**CEDAR CITY
ORDINANCE 0211-25**

**AN ORDINANCE AMENDING CEDAR CITY ORDINANCES 26-III-12 APPLYING
THE PROVISIONS OF THE CENTRAL COMMERCIAL ZONE TO THE
PREVIOUSLY REPEALED GENERAL COMMERCIAL ZONE.**

WHEREAS, the state legislature has granted general welfare power to the City Council, independent, apart from, and in addition to, its specific grants of legislative authority, which enable Cedar City to pass ordinances as are necessary and proper to provide for the safety, promote the prosperity, improve the peace and good order, comfort, and convenience of the city and its inhabitants, and for the protection of property in the city; and

WHEREAS, the City Council previously repealed the General Commercial zone, which prohibited properties from being changed to General Commercial but allowing then-existing General Commercial properties to keep that zoning designation; and

WHEREAS, the ordinances pertaining to the General Commercial zone were repealed for new properties but only frozen for properties already zoned General Commercial, the ability to modify the conditions of the zone was eliminated and the zone has created substantial confusion; and

WHEREAS, the City Council seeks to align properties still zoned General Commercial with the conditions and requirements of the Central Commercial zone.

NOW THEREFORE, be it ordained by the City Council of the Cedar City, in the State of Utah, as follows:

SECTION 1: **AMENDMENT** “Section 26-III-12 GC General Commercial Zone” of the Cedar City Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 26-III-12 GC General Commercial Zone

Cedar City’s general commercial (GC) zone has been repealed and is no longer available as a zone within Cedar City for future development. Cedar City will ~~continue to~~ use the provisions of ~~this~~ the central commercial zone for the development of property that was zoned general commercial (GC) prior to the date of the general commercial (GC) zone’s repeal. The contents of the general commercial (GC) zone that existed immediately prior to its repeal is attached to the repealing ordinance (Cedar City Ordinance Number 0926-12-1) which is on file with the City Recorder.

CREATED BY ORDINANCE NUMBER 0728-21-7. Created by Cedar City Ordinance

Number 0207-18-1, amended by 1209-20, 0210-21-1, and 0414-21-3.

PASSED AND ADOPTED BY THE CEDAR CITY CITY COUNCIL

	AYE	NAY	ABSENT	ABSTAIN
Phillips	_____	_____	_____	_____
Cox	_____	_____	_____	_____
Wilkey	_____	_____	_____	_____
Schmidt	_____	_____	_____	_____
Galan	_____	_____	_____	_____

Presiding Officer

Attest

Steve Nelson, MAYOR, Cedar City

RENON SAVAGE, RECORDER,
Cedar City

CEDAR CITY COUNCIL

AGENDA ITEM – 4

TO: Mayor and City Council

FROM: City Attorney

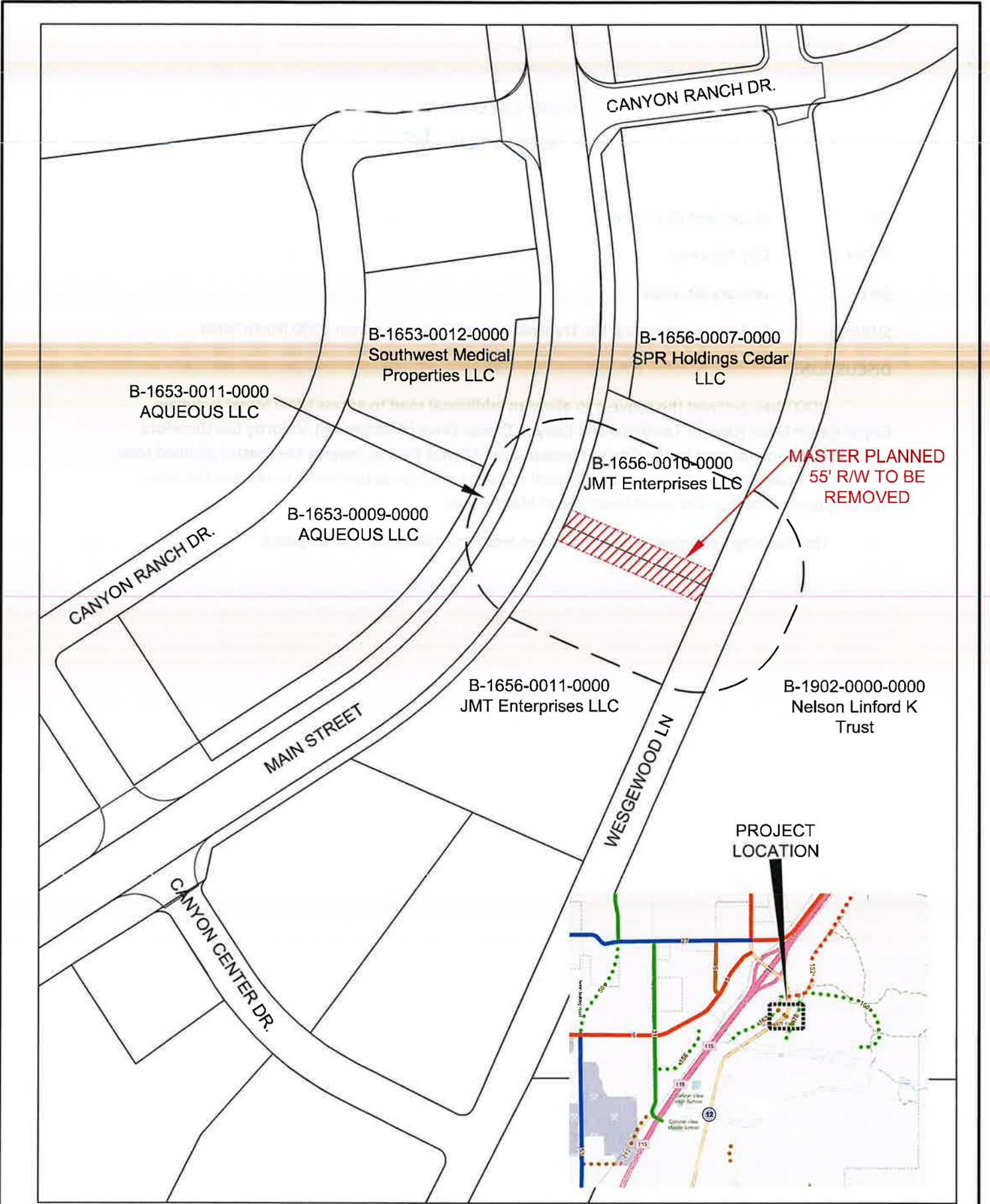
DATE: January 30, 2026

SUBJECT: Ordinance amending the Transportation Master Plan near 2500 North Main

DISCUSSION:

UDOT has declined the request to allow an additional road to access Main Street between Cayon Ranch Drive (Loves / Terribles) and Canyon Center Drive (Western Ag). Velocity has therefore requested an amendment to the City's Transportation Master Plan to remove the master planned road on the north/west side of Main Street. City staff requests a similar amendment to remove the same master planned road on the south/east side of Main Street.

The Planning Commission gave a positive recommendation to this proposal.



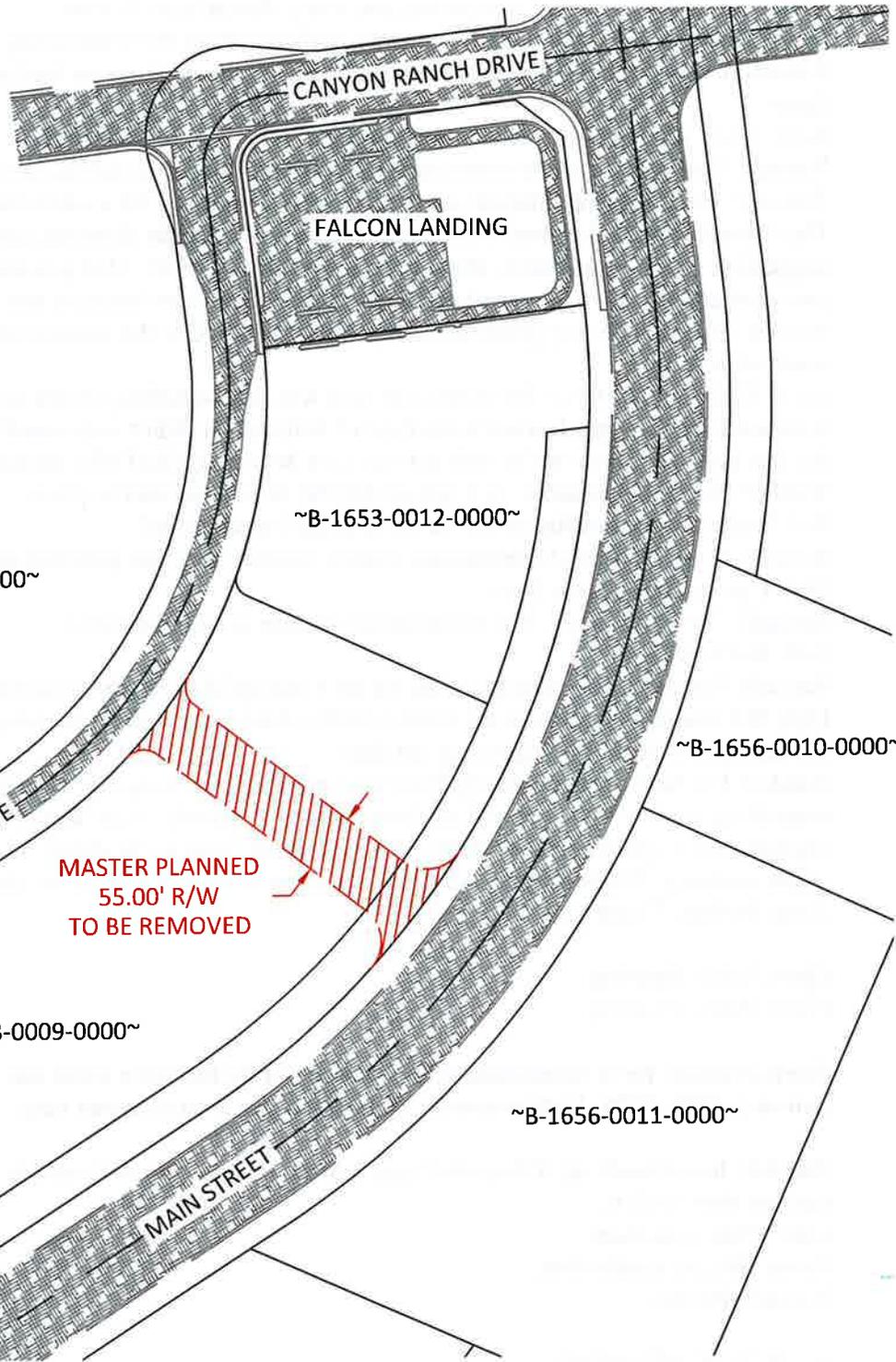
SHEET NO.
1
FILE:

**55' MASTER PLANNED RIGHT-OF-WAY
MASTER PLAN AMENDMENT**

REVISIONS		
DATE	DESCRIPTION	BY

CEDAR CITY
10 NORTH MAIN STREET
CEDAR CITY, UTAH 84720
PH. (435) 586-2063

SCALE: 1"=200'	DATE: 12/2025
DRAWN: T.B.M.	CHECKED:



ADDRESS: 655 W 200 N STE 150
CEDAR CITY, UT 84720

**FALCON LANDING - 55' MASTER
PLANNED RIGHT-OF-WAY**
WITHIN THE SE1/4 OF
SEC. 26, T.35S., R.11W., SLB&M
IRON COUNTY, UTAH

DRAWN BY: H.K. HULET

DATE: NOVEMBER 12, 2025

SCALE: 1" = 150'

would be good to have spelled out as well. Because at this point, I don't know what they would be giving a thumbs up to. Not everything you want, that at least I know.

Jesse: Yeah, I wasn't aware that we weren't talking about the fence today.

Randall: I was surprised too. When we sat down for the meeting we had as staff, I was like, where is the fence.

Kent: Yeah, it's not there. That's the entirety of what we've submitted.

Randall: That's unfortunate sometimes when we do full subdivisions, we make them submit tons of stuff. This one, we don't have fleshed out exactly what's required for a submittal, sometimes we get a napkin. That's kind of what this was, it's a napkin, not even a napkin drawing, just a napkin. That would be my suggestion is that you table it, allow us to get a full submittal. That you can come here with everything you want and not have to come back three months from now because you didn't get something you wanted. I don't make any guarantees they give a positive or the council approves it, but it's going to be a waste of your time.

Jesse: Right, and as far as the water line, that was just something in the construction drawings that we were working through. It wasn't any type of deferral. It didn't even need to be mentioned here other than the fact that that's why we're only asking for a deferral on half of it because it just makes sense.

Randall: No, it makes sense. It'd just be helpful to have all that in place.

Bob Platt: Can we get this on the next Planning Commission?

Randall: If the Planning Commission wishes, because this was polished correctly.

Don: Correct, but not the fence.

Randall: The fence is not. The fence would require us to republish it.

Bob: For-how long.

Randall: Ten days. It is possible. Can we do it that quickly for the next meeting.

Don: We would have to have the notices in this discussion and the summaries ready by Friday to get it out the door. I think that it gives us ten days.

Randall: I'm here, just somebody from your guys' office, bringing Jesse to make sure we're getting everything you're expecting and sit down in time to be able to get that to them. Because stated law now requires, we do public notices to give a summary of what we're doing. We can't just do only a one-liner vague sentence. We must have the details to summarize it. I'm here for the remainder of the week.

Jesse: Perfect. Thank you.

Open Public Hearing

Close Public Hearing

Davis motions for a recommendation that we table this item until our next commission meeting at January 20th, 2026; Lunt seconds; all in favor for a unanimous vote.

Randall: Just a heads up if they don't get it to us on time. We will need to push it to another meeting. If you are okay with it.

Lunt: That is on them.

Davis: We are totally fine.

Randall: Perfect.

6. PUBLIC HEARING

Transportation Master Plan
Amendment

2500 North Main Street

Velocity Builders

II. CITY ITEMS

7. PUBLIC HEARING

Transportation Master Plan
Amendment

2500 North Main Street

Kent Fugal

Kent Fugal: I'm going to go ahead and speak to this and let me jump over to that on our master plan. What we're looking at on this; we have in our street master plan. This is where the Terrible's is now, Second East, Luv's out by the North Interchange. We have on our master plan this minor collector roadway running between Canyon Ranch Drive and Wedgwood Lane here. As this issue has been pursued with UDOT to try to get their approval to be able to connect the road to Main Street, to State Highway 130 right there. They have considered it and denied the request to have that new connection to State Route 130. With that being the case, it doesn't make any sense for us to have that on our master plan. The master plan road there, having that on our plan kind of creates an encumbrance there that can't be fulfilled. Because they can't build the intersection onto SR-130. What Velocity had requested, and what's item six on your agenda, is vacating this portion here. They only requested that because that's the side of the road where they own property and would be the ones affected. We looked at that and said, while we're doing that, let's go ahead and address both sides. That's item seven is for this other side. It's all the same thing for both of those two items. Tyler Melling with Velocity would have been here tonight. He had a conflict. He called and talked to me. I told him, don't worry about it. I'll cover both sides of Main Street in my discussion. That's why he's not here, if you're wondering about that. Any questions for me.

Webster: It's straightforward. Basically, what you're saying is that cannot happen.

Kent: It can't happen, let's get it off the map, get rid of that encumbrance.

Davis: I think let's do that.

Webster: Thank you. Any questions.

Burgess: Is it just to close to that other?

Kent: Yes, between this intersection and that intersection, there's not enough space to meet their access spacing requirement. The other concern they had in considering whether they could make an exception to the distance is. Especially being on the inside of that curve, they're really worried about the sight distance there. We had a lot of discussions with them. At one point it looked like we might get there, and then as they kind of ran it up through their leadership, they came back and said we can't do it. We're not going to approve of that.

Lunt: Do you have a stop light at Canyon Center Drive and a stop light at the Canyon Ranch Drive.

Kent: There is a traffic signal here. There's not one here yet. There is at Nichols Canyon right down here.

Lunt: Are there plans for a stoplight there?

Kent: There will potentially be a stop light there, yes. In our agreement with UDOT where it's laid out what intersections would be candidates for a traffic signal if it's justified by the traffic volumes. This is one that's on the list that they have already agreed could be allowed. With the WinCo that's proposed here and other development in the area, there's a traffic study that's about to happen that will look at that. I think we're sure that that traffic study is going to project enough traffic utilizing this for all of this development that will end up justifying. We're anticipating that there will be one there.

Webster: Thank you, Kent.

Open Public Hearing

Dan Roberts: JMT owns the property on the east side of Main Street. We asked UDOT to let us have the right turn in and a right turn out. We were just flat told no, by UDOT. We were trying to eliminate all the congestion that is going to take place up there on the Terrible's intersection, but UDOT, they control all that back to that intersection. We're okay with vacating it, and that's item number 7. Thanks.

Close Public Hearing

Hitz motions for a Positive Recommendation on 2500 North Main Street, that the Transportation Master Plan be amended to eliminate the previously proposed road; Davis seconds; all in favor for a unanimous vote.

8. PUBLIC HEARING

Ordinance Text Amendment

Section 26-III-12 Pertaining to

Amber Ray

To the repealed General Commercial Zone

Amber Ray: Planning, many moons ago, there was the general commercial zone, and that was rescinded. It was rescinded in our ordinance. However, there are still areas of the city that are zoned general commercial. If someone is in the general commercial and they want to develop. They have to ask us where this general commercial zone is. We have to go and dig out this dusty copy and give it to them. The general commercial zone is very similar to the central commercial zone. In an effort to make the zoning specifications easily accessible to the public, we are proposing a text amendment. This is what it currently says in the ordinance under the general commercial zone, and we would suggest removing what is red and crossed out and adding in what is green.

Lunt: Will that make your life easier.

Amber: This would make my life easier, and I think it would be very clear and easy for the public, instead of this.

Lunt: What will you do with that free time.

Amber: Well, I don't know yet.

Randall: We have plenty of work for her. Don't worry about that.

Don: We've got more band-aids.

Randall: From the legal side, the reason why I'm in favor of this is we have no ability to change the general commercial's requirements right now. Because it's basically deleted ordinance. It is fixed, and for over 10 years now, we have not been able to change what's allowed or not allowed in the general commercial zone. We've been changing something about every other zone during that time frame. This allows the council, with your recommendation, of course, to make changes if we don't like something, whether prohibitive or allowed, in a general commercial zone without having to dust off the old one and bring it back. Figure out what 12 changes we've made in between that we should make. This is just a simpler way to handle the same situation.

Webster: Any other questions?

CEDAR CITY ORDINANCE NO. 0211-26

**AN ORDINANCE OF THE CEDAR CITY COUNCIL AMENDING THE CITY'S
TRANSPORTATION MASTER PLAN IN THE VICINITY OF 2500 NORTH MAIN**

WHEREAS, Cedar City seeks to promote the health, safety, and welfare of its residents and business owners; and

WHEREAS, the Cedar City Transportation Master Plan was developed in compliance with Utah State Statute found in 10-9a-4; and

WHEREAS, as UDOT has declined to allow the road at issue to access Main Street, the City desires to update its Transportation Master Plan with the applicable attachment provided herein.

NOW THEREFORE BE IT ORDAINED by the City Council of Cedar City, in the State of Utah, as follows:

SECTION 1: ADOPTION. The Cedar City Transportation Master Plan is hereby amended as shown on the attached Exhibit "A."

SECTION 2: REPEALER CLAUSE. All ordinances or resolutions or parts thereof, which are in conflict herewith prior to the date of this Ordinance, are hereby repealed, subsumed, and replaced with the exhibit adopted herein.

SECTION 3: SEVERABILITY CLAUSE. Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 4: EFFECTIVE DAY. This ordinance shall become effective immediately upon passage by the City Council and published in accordance with State Law.

Council Vote:

Phillips -
Cox -
Wilkey -
Schmidt -
Galan -

Dated this _____ day of February 2026.

STEVE NELSON, MAYOR

[SEAL]

ATTEST:

RECORDED & INDEXED

RENON SAVAGE, RECORDER

Exhibit A

Cedar City Ordinance 0211-26

- Cedar City Transportation Master Plan Amendment -

Exhibit A
Order of Dismissal 011-20
- Court's Report on Child Film Assessment -

CEDAR CITY COUNCIL
AGENDA ITEMS 7
DECISION PAPER

TO: Mayor and City Council
FROM: City Manager
DATE: February 2, 2026
SUBJECT: Martins Flat Borehole Drilling

Chris DeKorver is a Hydrogeologist who works for Bowen Collins and Associates. We hire Chris for his expertise when we drill wells. Below is an email he sent to Cedar City this morning. It outlines the status of the well development at Martins Flat. This first phase of the well development process identified the formations that we encountered as we drilled, this phase of the well development process did not identify water chemistry or water flow. Chris' email will tell you generally what formations we have encountered, what we have learned, and the cost to move to the next phase of well development, to determine water chemistry. Please realize if the water chemistry was favorable there would be additional cost for the final phase of well development where we would determine flow. We are looking for a decision from the Council as to whether or not to proceed with development of the well at Martins Flat. If you have any questions, please give me a call. Thank you.

Paul

As you are aware, the Martins Flat borehole has been completed to 2,100 feet by Mikes Drilling. During the drilling process the lithology and borehole conditions did not follow what was anticipated. The siting of the borehole and lithology was identified by Hansen Allen & Luce along with Willowstick in a Technical Memorandum in 2024. The target was the Navajo Sandstone, of which is a formation that is utilized for culinary water throughout the southern portion of Utah and surrounding states. The Navajo was anticipated around 1,800 feet. The borehole was also selected due to the heavy faulting in the area which corresponds to fractures in the bedrock and likely water. It was anticipated that the fault would be intersected and the formations on the east of the fault would be intersected and the Navajo would be in the vicinity of the anticipated footage. During drilling, that was not the case. Further explanations are below along with recommendations and costs to obtain information that was part of the original scope but need to change due to borehole conditions and concerns.

1. The formations overlying the Navajo Sandstone contain gypsum and typically the presence of gypsum indicates poor quality water (elevated sulfates and TDS) if water is present. This can be seen at surface in Cedar Canyon at the Dry Creek Gypsum mine. Additionally, pure salt/halite was found at approximately 1,600 feet in a zone less than 10 feet thick. At the final depth of 2,100 feet, the Navajo was not found. Due to the gypsum

and salt present, it is not recommended to test the overlying formations for water quality or production. They are likely not good producing zones or of municipal quality and will require extensive treatment (possibly Reverse Osmosis (RO)). Additionally, the drillers mud is highly contaminated with salt creating excessive salinity and breaking down the structure of the mud (flocculating out).

2. The drilling so far has been very slow utilizing a 14-inch drill bit at approximately 1-foot/hr. Mikes Drilling began on this borehole in August 2025 (over 6 months) and is now just reaching the total depth of 2,100 feet. Additionally, this is not a large enough borehole to install well casing and will require the borehole to be reamed out to a larger diameter. As an example, to install a 16-inch casing, the borehole required is a minimum of 20-inches but preferred 23-inches (nominal). At that diameter of a borehole, the drilling penetration rate is likely to be similar to what has been experienced so far (possibly less) if the same borehole is used. If it is determined to ream the borehole to a larger diameter, the footage rate will be very expensive.
3. If the decision is to proceed with geophysical logging, the borehole will need to be cased off by installing temporary casing to prevent the sluffing of material from higher in the borehole. This will include the mobilization of another drill rig that is capable of drilling and driving casing (cable-tool or dual-rotary rig). This is due to the conditions experienced (caving/sluffing) in the borehole when bit changes have occurred or long periods of time (holidays) out of the borehole and then re-entering the borehole. This would also allow for zone testing to occur. This is beyond the original scope of work and would be a change order. Costs associated with this change order would include:
 - A. Mobilization of drill rig. \$2,500,000.00 lump sum
 - B. 12-14-inch casing to the desired depth. Estimated at 2,000 feet. Furnish and install cost - \$1,500.00/foot or \$3,000,000.00.
 - C. Removal of 12-14-inch casing. \$200/foot (if it can be pulled)
 - D. Geophysical logging – included in the current scope
 - E. Zone Testing – included in the current scope

Task	Unit	Estimated Quantity	Unit Cost	Cost
Drill Rig Mobilization/Demobilization	LS	1	\$2,500,000.00	\$2,500,000.00
12 or 14-inch Casing – Furnish and Installation	LF	2000	\$1,500.00	\$3,000,000.00
Removal of 12 or 14-inch Casing	LF	2000	\$200	\$400,000.00
TOTAL				\$5,900,000.00

*Costs provided by Mikes Drilling

4. If nothing additional is to be explored, the borehole will need to be abandoned per DWRi rules. There is a possibility the borehole does not need to be permanently abandoned but this would need to be coordinated with the Division of Water Rights and an exception/variance obtained. This borehole is currently a non-production well (test well) and cannot be used as a production well unless a water right is transferred/applied to this location. Abandonment is included in the current scope.

At this time, it is not recommended to perform any additional work in this borehole at the current depth completed, 2,100 feet. The City would be better off spending the money for other wells or test hole locations where a higher rate of success is expected. The risk moving forward along with the cost makes this highly unattractive and economically challenging.

Please let me know if you have any questions or need anything clarified.
Thank you
Chris

Chris DeKorver, P.G.
Senior Hydrogeologist



801.495.2224 Office
801.495.2225 Fax
154 E. 14075 South
Draper, Utah 84020

Dear Mr. [Name],

I am writing to you regarding the [Project Name] that we discussed in our meeting on [Date]. The project is currently in the planning phase, and we are looking for a partner to help us bring it to fruition. We believe that your company is well-positioned to take on this challenge, and we would like to explore the possibility of a partnership with you.

The project involves [Project Description], and we are seeking a partner who can provide [Key Requirements]. We are confident that your expertise in [Area] will be a valuable asset to our team. We would like to schedule a meeting to discuss the project in more detail and to explore the potential benefits of a partnership.

I am sure that you will find this opportunity interesting and would like to hear from you soon. Please contact me at [Phone Number] or [Email Address] if you have any questions or would like to schedule a meeting.

Sincerely,
[Name]



1234 Main Street
Anytown, CA 90210
Phone: (555) 123-4567
Email: info@bowen.edu

**CEDAR CITY
CITY COUNCIL AGENDA ITEM §
STAFF INFORMATION SHEET**

To: Mayor and City Council

From: Jonathan Stathis

Council Meeting Date: February 4, 2026

Subject: **Consider a change order for the driller on Martins Flat.**

Discussion: Mike's Drilling has drilled the Martins Flat test well down to the total depth listed in the contract of 2,100 feet. The Navajo Sandstone was not encountered during the test well drilling.

Mike's Drilling has requested a change order in order to receive compensation for the additional drilling time that was needed to drill down to total depth. Change Order #2 proposes that some of the unused bid items (zone sampling, logging, and possibly abandonment) in the contract be re-allocated and paid to Mike's Drilling in order to cover the additional drilling time.

The following is a summary of the financial information for the project:

1. Total contract amount = \$604,080.00
2. Amount paid to date = \$270,821.25
3. Total amount anticipated to be paid based on drilling to 2,100-foot depth = \$433,050.00 (includes the \$270,821.25 amount)
4. Amount requested to be re-allocated (including abandonment items) = \$171,030.00

A decision has not been made yet regarding whether the following abandonment bid items will be completed or not:

- Abandonment of pilot hole = \$21,000.00
- Abandonment of existing well drill in 2023 = \$8,180.00

If the City chooses not to complete the abandonment bid items, then Mike's Drilling requests that these items be included in Change Order #2 to be re-allocated to cover their additional drilling time. On the attached change order, the abandonment items are shown in bold italics.

Change Order #2 also includes a request for an increase in time to complete the contract. It is proposed that the contract completion deadline be extended to February 13, 2026. This will allow time

for the driller to pull their tools out of the borehole, clean-up, and demobilize from the site.

A copy of the proposed change order is included with this Information Sheet.

Please consider this information regarding the requested change order for the Martins Flat Test Well project.

CHANGE ORDER

Order No. 02
Date: _____
Agreement Date: 7/17/2025

NAME OF PROJECT:

Martins Flat Test Well Project 2025

CITY: Cedar City Corporation

CONTRACTOR: Mike's Drilling LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

Description:

Item 2.1:

The test well borehole has been completed to a total depth of 2,100 feet. Due to unforeseen geological conditions, the drilling process took considerably longer than anticipated. Mike's Drilling is requesting that some of the unused bid items in the contract be re-allocated to cover the cost of the additional drilling time.

The funds in the following bid items will be re-allocated to cover the additional costs incurred due to the slow drilling rate:

- Bid Item #7: Zone Development, including zonal water sample.
 - o 4 Each @ \$25,000.00/Each = \$100,000.00
- Bid Item #8: Mobilization of equipment and personnel for: Caliper Testing, etc.
 - o 1 LS @ \$4,000.00/LS = \$4,000.00
- Bid Item #9: Caliper testing of the pilot hole.
 - o 2,100 LF @ \$3.50/LF = \$7,350.00
- Bid Item #10: Gamma-electric survey and alignment deviation of the pilot hole.
 - o 2,100 LF @ \$3.50/LF = \$7,350.00
- **Bid Item #11: Abandonment of pilot hole.**
 - o **2,100 LF @ \$10.00/LF = \$21,000.00**
- Bid Item #Add. Alt. 1.1: Mobilization of equipment and personnel for NMR logging.
 - o 1 LS @ \$20,000.00/LS = \$20,000.00
- Bid Item #Add. Alt. 1.2: NMR logging of the pilot hole.
 - o 2,100 LF @ \$1.50/LF = \$3,150.00
- **Bid Item #Add. Alt. 1.3: Abandonment of existing well drilling 2023.**
 - o **818 LF @ \$10.00/LF = \$8,180.00**

Total funds to be re-allocated and paid to Mike's Drilling = **\$171,030.00**

Item 2.2:

The length of time needed to complete the test well drilling to the total depth was significantly longer than anticipated. It is requested that the contract time be increased by 116 calendar days.

Justification:

Item 2.1:

The drilling rate per hour throughout the project was slower than a typical drilling rate. The test well has now been completed to a depth of 2,100 feet. The driller has requested additional funds in order to cover the costs associated with additional drilling time that was not anticipated.

Item 2.2:

The time to complete the drilling to total depth was significantly longer than anticipated due to the unforeseen geological conditions.

Change to CONTRACT PRICE:

Change Order Amount:	\$	<u>0.00</u>
Original CONTRACT PRICE:	\$	<u>604,080.00</u>
Current CONTRACT PRICE adjusted by previous CHANGE ORDER	\$	<u>604,080.00</u>
The new CONTRACT PRICE including this CHANGE ORDER will be	\$	<u>604,080.00</u>

Change to CONTRACT TIME:

The CONTRACT TIME will be increased by 116 calendar days.

The date for completion of all work will be February 13, 2026 (Date).

Ordered by: _____
(City)

Accepted by: _____
(Contractor)

CEDAR CITY COUNCIL
AGENDA ITEMS - 9
DECISION PAPER

TO: Mayor and City Council
FROM: City Manager
DATE: February 3, 2026
SUBJECT: Engineering for 800 west connection to Coal Creek Road.

Cedar City accepted a small urban highways grant for +/- \$1,000,000 from the State of Utah. With this grant comes certain requirements, one of which is selecting an engineer from UDOT's approved pool to do the engineering work. UDOT has selected Civil Science, Inc. to do the engineering work. The proposed UDOT contract is below and shows payment to Civil Science, Inc., in the amount of \$156,825.31 for engineering services. Please approve the UDOT agreement with Civil Science, Inc.



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-R499(466)
PIN Description: 800 West Extension (750 North to Coal Creek Road)
FINET Prog No.: 5627615D
PIN No.: 20955
Work Discipline: Preconstruction Engineering

1. **CONTRACTING PARTIES:** This contract is between Cedar City, referred to as LOCAL AUTHORITY and

Civil Science Inc.
3160 W Clubhouse Dr
Lehi, UT 84043

Legal Status of Consultant: S Corporation
Fed ID No.: 87-0673476

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 May 10, 2027 and the Contract will terminate May 10, 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 \$156,825.31 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 - Civil Science Inc.

LOCAL AUTHORITY - Cedar City

By: Andrew Kitchen 01/28/2026
Title: Vice President Date
Printed Name: Andrew Kitchen

By: _____ Date
Title: _____
Printed Name: _____

UTAH DEPARTMENT OF TRANSPORTATION

DEPARTMENT Comptroller's Office

By: [Signature] 01/28/2026
Title: Director of Preconstruction Date

By: _____ Date
Title: Contract Administrator

CERTIFICATION OF CONSULTANT

By signing this contract on behalf of the CONSULTANT, I hereby certify I am a duly authorized representative of Civil Science 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 Cedar City 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 origin; 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; and Executive Order 13672, Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity.

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

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

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

"EEO clause"), which is incorporated by reference. Where the EEO clause uses contractor substitute CONSULTANT. Where the EEO clause uses the recipient substitute DEPARTMENT.

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

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

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

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 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.

- (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.

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.

SERVICES PROVIDED BY THE CONSULTANT**1. SCOPE SUMMARY:**

Consultant will provide a biddable package with plans, specifications book, and engineers estimate for advertisement. They will perform design efforts and complete roadway, drainage, utility design and coordination, provide environmental support, ROW design, and also provide PI support. They will coordinate with UDOT team and staff members, local government staff members, stake holders, and the general public as needed. All relevant design files will be housed in ProjectWise. Design will be completed using the latest version of open roads designer.

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 May 10, 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 May 10, 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 13, 2026 3:42 PM



PM Approval Date: January 7, 2026

UDOT PM: Sam Grimshaw

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: 20955
Project No.: F-R499(466)
Job/Proj: 5627615D
PIN Description: 800 West Extension (750 North to Coal Creek Road)

CONTRACT INFORMATION

CS Admin: Sabrina Beatty
Contract No.: New Design and Advertise Project
Mod No.:
SOW Completion Date: May 10, 2027
Contract/Mod Amount: \$156,825.31
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
CIVIL SCIENCE INC.	Cedar City
Ryan L Anderson	Kent Fugal
3160 W CLUBHOUSE DR LEHI, UT 84043	10 N MAIN ST CEDAR CITY, UT 84720-2631
	(435) 465-2599
	KENTF@CEDARCITYUT.GC

UDOT CMS Contract Executive Summary

Contract Number:	NEW	Mod:	Project Number:	F-R499(466)	PIN:	20955
UDOT Primary Contact:	Sam Grimshaw					
PIN Description:	800 West Extension (750 North to Coal Creek Road)					

Brief Description

Civil Science will provide preconstruction engineering services to assist Cedar City and UDOT in the **Cedar City 800 West Extension Project** which will construct a new section of roadway, including curb, gutter, drainage, sidewalk, and utility improvements, to complete a vital collector corridor between 750 North and Coal Creek Road. This project will enhance regional mobility, improve access to industrial and educational areas, and increase safety for all roadway users.

Civil Science will provide comprehensive preconstruction engineering services, performing all surveying, right-of-way design, drainage design, utility coordination, and roadway design necessary to advance the project through final design and advertisement in accordance with UDOT Region 4 and PDN standards.

Deliverables will include a complete advertising document package according to the 11x17 plan sheet requirements. Upon completion of review all necessary changes will be made and a finalized construction advertising package will be prepared and delivered to UDOT.

Avenue Consultants will prepare the environmental document for the project in coordination with UDOT Region 4 Environmental staff, ensuring compliance with all applicable NEPA and state environmental requirements.

Terracon Environmental will support the team with all required Cultural Resource Services needed.

Martin & Nicholson Environmental Consultants LLC will support the team by providing all necessary Utah Prairie Dog preconstruction survey and documentation.

The Civil Science Team will perform engineering services following the guidelines of the current Utah Department of Transportation (UDOT) Project Delivery Network and Design Processes. The design provided will be in accordance with the current Department standards; specifications and the Utah Manual on Uniform Traffic Control Devices. Civil Science will provide engineering services in accordance with the current UDOT Quality Control/Quality Assurance Procedures, ensuring that project goals and objectives are met. It is anticipated that Civil Science will work closely with the UDOT assigned Region 4 Project Manager and other UDOT Region 4 staff during preconstruction design activities.

Project Team

Civil Science will act as the Prime on this contract and will perform or oversee all activities associated with this contract.

Avenue Consultants working as a contracted labor to Civil Science will provide environmental resource documentation and clearances required for this project, completing the Environmental Document(Categorical Exclusion)

Terracon Environmental working as contracted labor for Civil Science will complete a Cultural Resource Inventory and support Avenue Consultants in the completion of the Environmental Document

Martin & Nicholson Environments| Consultants LLC working as contracted labor for Civil Science will conduct a Utah Prairie Dog Survey and all reporting required for UPD mitigation, They will support Avenue Consultants in the completion of the Environmental Document

Assumptions

CIVIL SCIENCE ASSUMPTIONS:

The current contract/project related assumptions include:

1. A topographic survey and ROW needs will be limited to the current northern extent of 800 W to Coal Creek. Survey will be approximately 107' wide centered on the proposed centerline. Based on the 57' wide typical section and an additional 25' outside of the proposed ROW for potential TCE's necessary for construction. Any additional Survey or ROW mapping beyond this area will require contract modification.
2. It is assumed that the concept is accurate and complete. Additional scoping refinement may result in a contract modification.
3. ROW coordination will be limited to 3 property owners within the project area. Requiring 1 summary package to include 3 parcels. Additional summary packages will require a contract modification. No time has been included for ROW coordination with the property owners. It is anticipated that UDOT and Cedar City will lead the ROW acquisition efforts. If rework is required during the ROW negotiations, a contract modification may be required.
4. It is anticipated that 3 TCE's will be needed for construction access, any additional TCE's may require a contract modification.
5. No Public Utility Easement will be included in the scope at this time.
6. Utility coordination will consist of QL-C, gathering information from existing utility records, maps, and drawings and then correlating this data with QL-C surveying of visible above ground utility features such as manholes and valve boxes. These SUE efforts are included in the roadway design hours. There will be no relocations or betterments design with the current scope. Any agreements, relocations or betterment requests will require a Contract modification. SUE efforts beyond QL-C will also require contract modification.
7. It is assumed that Hydraulic Modeling will not be required, drainage design will be limited to maintaining existing conveyance, no retention or detention features will be modeled or designed.
8. Hours shown for drainage are minimum hours for drainage design. UDOT has strict guidelines for water quality. If additional analysis and documentation is required by UDOT this will result in a contract modification.
9. It is assumed that a proven or readily available pavement section can be provided from Cedar City or UDOT, and no geotechnical investigation nor pavement design will be required.
10. It is assumed that the planned project will be ready for advertisement no later than November 2026. If ROW efforts delay the advertisement or require additional design or design modifications, a contract modification may be required.
11. Signing striping efforts will be minimal and can be completed within the roadway design tasks, no sign design is planned, if signing and striping details are required, it may require a contract

modification.

12. It is assumed that this project will not include any additaves.
13. Our scope doesn't anticipate processing any city permits
14. The Kickoff Meeting, Plan-in-Hand, and PS&E Review Meetings will be held in the UDOT Region 4 Cedar City office. All other meetings associated with the project will be held via video conference. There will be no scoping or Geometry Review Meeting. The Comment Resolution Review meetings will be held electronically gathering comments via email.
15. It is assumed that a project site visit will be required for the Kickoff Meeting. One additional site visit will be made to complete a site review as design is initiated.
16. Assumed Typical Section is the following, 57 ft wide Roadway, 20 foot half width of roadway with 5 ft sidewalks and curb and gutter on both sides. The asphalt section is 30 inches deep with something similar to 4 inches of HMA, 6 inches of UTBC, 8 inches of Granular Borrow and 12 inches of overex and recompacting.

Additional assumptions on behalf of Tomason

17. Project corridor is located on private lands to be acquired by Cedar City.

18. The Project will be constructed by using federal funds.
19. Cultural resources work will be completed in compliance with UCA 9-6-404 and Section 106 of the NHPA in accordance with UDOT and Utah SHPO requirements.
20. Necessary Class I data will be collected through the Utah SHPO. Additional research will not be needed to supplement the data available at the SHPO.
21. An intensive-level Class III cultural resources survey will be required as the Project area has not been previously surveyed.
22. It is assumed that a separate architectural report is not required for this project.
23. The Project cultural resources Area of Potential Effects (APE) consists of a linear corridor approximately 0.16 miles long by 57 feet wide. The cultural resources survey corridor for the project will be 107 feet in width (approximately 2-acres).
24. Proposal is based upon preliminary planning data provided by Avenue Consultants.
- ~~25. No previously recorded cultural resources sites are located within the Project.~~
26. One new cultural resources site will be encountered requiring formal documentation. This site consists of an agricultural complex crossed by the project dating to the historic period. If additional sites are identified there will be an additional cost for site recordation and documentation.
27. There are no additional historic buildings, foundations, ditches, canals, transmission/telegraph lines, burials, or other similar features within the proposed Project area that will require documentation as part of the survey.
28. Appropriate mapping will be provided by the client for the proposed survey area or digital data will be provided for upload to GPS units prior to the survey.
29. No ancient human remains will be encountered.
30. If encountered, no artifacts will be collected for specialized studies (e.g., obsidian hydration, Carbon-14) during the field inventory.
31. No formal archaeological testing or monitoring will be required.
32. Scope of Work does not include efforts to create or implement a Historic Properties Treatment Plan.
33. Scope of Work does not include efforts or costs associated with mitigation of impacts to potential historic properties.
34. Scope of Work does not include efforts to identify, field verify, or mitigate potential indirect effects on resources outside the proposed Project area.
35. No archival or deed research is included in this scope of work (Terracon).
36. Out-of-scope work requests will require additional fees. Comment resolution of the report will be limited to one round of comments for each agency and the client. Should more than one round of comments be necessary, additional fees may be needed.
37. Schedule will be based on accessibility to the Project area and conditions suitable for inventory. Weather delays may result in additional mobilization costs. The field effort assumes one field mobilization visit.

Additional assumptions on behalf of MBN Environmental

38. The Utah prairie dog survey will require no more than one 8-hour field day for one natural resource specialist, plus travel.
39. MBN is only required to conduct intensive Utah prairie dog surveys within the project area / right of way.
40. MBN will conduct Utah prairie dog surveys during the "active season," generally April 1 through August 31.
41. Construction monitoring and reporting is not included in this scope of work.
42. No Biological Assessment is required.
43. UDOT will conduct consultation with the U.S Fish and Wildlife Service, as needed.

Additional assumptions on behalf of Avenue Consultants

44. Environmental Document will be a Categorical Exclusion.
45. All direct impacts will occur within a prescribed 57-foot-wide

46. Aquatic resources delineation will not be required as there are few aquatic resources in the project area (one freshwater pond, according to NWI data).
47. All meetings will be attended virtually, assuming two per month, plus milestone meetings (lockoff, geometry, plan-in-hand), for a total of 12.
48. Threatened and endangered species surveys will not be performed by Avenue Consultants.
49. A paleontological survey or monitoring will not be required.
50. A traffic noise study and air quality assessment will not be required.
51. A public hearing or opportunity for a public hearing will not be required.
52. An historic architecture survey will not be required.
53. A Section 4(f) Individual Evaluation or de minimis determination will not be required.
54. A DOEFOE will not be required.
55. Avenue Consultants will prepare and submit clearance requests for the following:
 - a. Water Resources
 - b. Special Status Species
56. The presence of cultural (archeological) resources along the corridor are not anticipated but may require a DOEFOE if there are.

Phasing

Phasing of this contract is not anticipated.

Fee Type

It has been agreed to by Civil Science and UDOT representatives that a Cost-Plus-Fixed-Fee type contract will function best for this project

UDOT CMS Contract Work Plan

Contract Number:	NEW	Mod:	Project Number:	F-R499(466)	PIN:	20955
UDOT Primary Contact:	Sam Grimshaw					
PIN Description:	800 West Extension (750 North to Coal Creek Road)					

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
- 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.

Tasks Not Applicable:

Not Applicable

Tasks Modified:

Not Applicable

Tasks Added:

Not Applicable

Additional Task Assumptions:

1. No task specific assumptions refer to the main contract assumptions listed above.

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 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, Google Earth, 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

Tasks Not Applicable:

Not Applicable

Tasks Modified:

Not Applicable

Tasks Added:

Not Applicable

Additional Task Assumptions:

1. No task specific assumptions refer to the main contract assumptions listed above.

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, 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 181 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.

Tasks Not Applicable:

Not Applicable

Tasks Modified:

Not Applicable

Tasks Added:

Not Applicable

Additional Task Assumptions:

1. No task specific assumptions refer to the main contract assumptions listed above.

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

IJI Identify Existing Right-of-Way

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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-700 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-way 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.

Tasks Not Applicable:

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Not Applicable
Tasks Modified
Not Applicable
Tasks Added:
Not Applicable

Additional Task Assumptions:

1. No task specific assumptions refer to the main contract assumptions listed above.

Activity: 1R1 - DEVELOP ROADWAY SCOPE

IRI Develop Roadway Scope

Overview

Determine the preliminary project footprint.

References

AASHTO Roadway Lighting Design Guide
AASHTO, A Policy on Geometric Design of Highways and Streets AASHTO Roadside Design Guide
Active Transportation Facility Implementation Tool (ATFIT) UDOT Active Transportation Plan Map
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. PRELIMINARY FOOTPRINT REVIEW DRAWING OR MAP

- A. Assess Existing Conditions
1. Conduct a field review to assess existing roadway conditions.
 2. Attend the Maintenance/Pre-Construction site-visit (see 1Y2).
 3. Obtain as-built information, if available.
4. Request and obtain a Project Safety Analysis (PSA) and identify safety needs.
5. Meet with maintenance onsite and identify existing deficiencies
- Geometry
 - Signing and Striping Safety
 - Lighting Drainage
 - Active Transportation Transit
- B. Develop Strategy to Address Deficiencies
1. Identify roadway related deficiencies.
 2. Identify improvements to correct deficiencies.
- C. Review Multimodal Needs
1. Review the Active Transportation Facility Implementation Tool (ATFIT) completed during concept. Design and implement all UDOT projects so that all users have access to safe, comfortable, and convenient healthy transportation choices on Utah's transportation network.
2. Coordinate with Active Transportation Manager, and Transit Engineer to do the following: Assess multimodal needs
Review UDOT Active Transportation Plan Map Coordinate with local municipalities and transit agencies
Assess access and connectivity to transit stations and stops.. Assess pedestrian connectivity and safety needs.
- D. Develop Preliminary Typical Section
1. Develop preliminary existing and proposed typical sections to identify the project footprint. Conform to the Project Design Certification (PDC).
Show the existing/proposed roadway width. Coordinate pavement section with Pavement Engineer
- E. Prepare Preliminary Project Footprint Drawing or Map
1. Following the PDC and project concept, do the following: Determine Preliminary Project Footprint.
Use the concept report, existing conditions, and preliminary project scope
Use the preliminary typical sections to determine preliminary estimated cut/fill lines Coordinate with the following disciplines to identify potential impacts.
Environmental Right-of-Way Drainage Structures Utilities
Traffic and Safety Planning Maintenance

If survey is available, develop preliminary horizontal and vertical alignments of main and secondary roads if possible. Follow design standards.

See 2RI for more information.

2. Prepare a drawing or map in the format determined by the Project Manager showing the preliminary project footprint. Include the proposed preliminary project footprint. Include known existing topography. Include known ROW and easements (existing and proposed). Include available preliminary horizontal and vertical alignments. Include additional relevant information to facilitate reviews. Label items necessary for clarity or to highlight for discussion.

II. PRELIMINARY ROADWAY COST ESTIMATE

- A. Develop Preliminary Roadway Cost Estimate
 1. Compile initial roadway bid items and quantities. Use UDOT standard bid items. Develop Special Provisions for non-standard bid items.
 2. Develop unit costs for each item.
- Use appropriate resources for developing unit costs such as: Masterworks
UDOT Constructability and Estimating Support Local contractors
Document unit cost development, cost discussions, and assumptions. Account for project specific factors:
Location Time of year
Limitations of operation Quantity of item
Current bidding environment Availability of materials Familiarity of process Specialty equipment
Risk to contractor Inflation
Construction Schedule Constructability
Engineering Estimates in Masterworks can only be entered with a project in Active Status within ePM.
3. Use lump sum pricing only when appropriate. Consider contractor risk due to unknown quantity Consider difficulty in pricing per unit. Consider all materials and labor involved.

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.

Tasks Not Applicable:

Not Applicable

Tasks Modified:

Not Applicable

Tasks Added:

Not Applicable

Additional Task Assumptions:

1. No task specific assumptions refer to the main contract assumptions listed above.

Activity: 1YI - DEVELOP PROJECT DESIGN CERTIFICATION (PDC)

1YI Develop Project Design Certification (PDC)

Overview

Develop the Project Design Certification (PDC).

References

AASHTO Critical Elements

AASHTO, A Policy on Geometric Design of Highways and Streets UDOT Project Design Certification

UDOT Bus Rapid Transit Design Manual (BRTDM) UDOT Roadway Design Manual(RDM)

UDOT QC/QA Documentation

Deliverables & Tasks

L PROJECT DESIGN CERTIFICATION (PDC) FORM

A. Develop Project Design Certification (PDC)

1. Develop the PDC following the instructions provided on the PDC form.
2. Obtain information including design speed, design vehicle, design year, terrain, and Project Traffic Report or review from the Concept Report. Use this data to complete the PDC for the project.
3. Develop criteria for critical design elements and document design deviations and exceptions from UDOT

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standards using the PDC form.

4. Initiate the PDC during or before project Scoping phase and complete it preferably before Final Comment Resolution or absolutely before Region Advertisement Review.

II. 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.

III. SIGNED PROJECT DESIGN CERTIFICATION (PDC) FORM

A. Coordinate with Region Preconstruction Engineer for PDC Approval

1. Work with the Pre-Construction Engineer to ensure the PDC meets the proper standards and requirements and submit the form to the Region Preconstruction Engineer for approval.
2. Additional approvals are required for specific design allowances, deviations from UDOT standards, and design exceptions. Additional time will be required for the review and approval of these items.

Tasks Not Applicable:
Not Applicable
Tasks Modified:
Not Applicable
Tasks Added:
Not Applicable

Additional Task Assumptions:

1. No task specific assumptions refer to the main contract assumptions listed above.

Activity: 2E1 – PREPARE ENVIRONMENTAL DOCUMENT

2E1 Prepare Environmental Document

Overview

Prepare the environmental document for the project.

References

UDOT Environmental Process Manual of Instruction ePM Screen 770
CATX Delegation Page
UDOT NEPA Assignment Program QA/QC Plan Public Involvement Resources and Templates UDOT Title VI Program
Civil Rights and Title VI Checklist and Summary Civil Rights and Title VI Project Evaluation UDOT Public Meeting Calendar
UDOT QC/QA Documentation

Deliverables & Tasks

I. ENVIRONMENTAL RESOURCE TECHNICAL REPORTS

A. Perform Resource Impact Analysis

1. Prepare a fieldwork authorization form and submit it to the appropriate UDOT environmental staff for review and approval prior to any field investigations.
2. Perform any necessary surveys and prepare technical documentation as required for environmental resources. The results could include the identification of potential impacts, potential mitigation, and necessary permits. Refer to the Environmental Process Manual of Instruction for further information.

II. ENVIRONMENTAL CLEARANCE MEMOS

A. Prepare Environmental Clearance Memos

1. Prepare any environmental clearance memos required for the project.
Refer to the Environmental Process Manual of Instruction for further information.

B. Coordinate with Agencies

1. UDOT environmental staff will coordinate with agencies as required regarding potentially impacted resources. Refer to the Environmental Process Manual of Instruction.

C. Provide Environmental Resource Information

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1. Provide information about the environmental resource locations to the designers.
- D. Complete Environmental Document Form in ePM
1. Complete the environmental document form in ePM Screen 770 and attach all necessary documentation. Refer to the Environmental Process Manual of Instruction for more information. Ensure all applicable ePM sections are completed.

III. PUBLIC HEARING SUMMARY

- A. Determine Need for Public Hearing
 1. Determine if a public meeting, public hearing or an opportunity for a public hearing is necessary. Refer to the Environmental Process Manual of Instruction.
 2. Coordinate with the Region Public Involvement Manager.
- B. Advertise for Public Meeting/Hearing
1. Determine the methods of advertisement and include all necessary information. Refer to the Environmental Process Manual of Instruction.
 1. Prepare for and Hold Public Meeting/Hearing
 1. Refer to the Environmental Process Manual of Instruction. Prepare Summary of Comments
1. Compile and address all comments.

IV. PUBLIC MEETING/HEARING SUMMARY REPORT

- A. Prepare Public Meeting/Hearing Summary Report
1. Compile all public meeting/hearing materials, for inclusion in the environmental document, including but not limited to:
 - Advertisements
 - Sign-in sheets
 - Display boards
 - Comments and responses
2. Refer to the Environmental Process Manual of Instruction.

V. QC DOCUMENTATION

A. Perform QC Review

Perform the QC Review following the UDOT QC/QA Procedures and the Environmental 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.

Tasks Not Applicable:

- III. PUBLIC HEARING SUMMARY
- IV. PUBLIC MEETING/HEARING SUMMARY REPORT
 - Tasks Modified:
 - 1. ENVIRONMENTAL RESOURCE TECHNICAL REPORTS
 - A. Perform Resource Impact Analysis
 1. Identify Hazardous Materials
 2. Review Terracon's report
 3. Review UPD documentation from Martin & Nicholson
 4. Identify suitable habitat for special status species
 5. Identify wetlands and waters of the United States
 6. Right-of-way acquisitions
 7. Aquatic resources
 - II. ENVIRONMENTAL CLEARANCE MEMOS
 - A. Prepare Environmental Clearance Memos
 1. Special Status Species Clearance Request
 2. Aquatic Resources Clearance Request
 - B. Coordinate with Agencies(UGS letter)
 - C. Provide Environmental Resource Information

Tasks Added:

- III. CATEGORICAL EXCLUSION
 - A. Complete Environmental Document Form in ePM
 - B. Develop purpose and need and project description
 - C. Develop project maps
 1. Project overview
 - D. Finalize Environmental Document per UDOT comments
- VI. PROJECT OVERSIGHT
 - A. Civil Science will oversee all activities associated with the 2EI task. All activities associated with 2EI will be performed by others.
 1. Avenue Consultants will complete the Environmental Document and ensure all documentation and QC are complete.
 2. Terracon Environmental will perform Cultural Inventory and all Cultural Reporting to facilitate the completion of the Categorical

Exclusion.

3. Martin & Nicholson Environmental Consultants will conduct Utah Prairie Dog preconstruction survey and documentation required to complete the Categorical Exclusion.

Additional Task Assumptions:

1. No task specific assumptions refer to the main contract assumptions listed above.

Activity: 2Q1 - DEVELOP INITIAL DRAINAGE DESIGN

2Q1 Develop Initial Drainage Design

Overview

Develop preliminary drainage design.

References

Preliminary Drainage Summary (IQI) UDOT Digital Delivery Website
UDOT Drainage Manual of Instruction UDOT Stormwater Quality Design Manual UDOT QC/QA Documentation Masterworks

Deliverables & Tasks

- I. DRAINAGE DESIGN CRITERIA
 - A. Develop Drainage Design Criteria
 1. Determine the governing criteria for the project's drainage design by referring to UDOT Drainage Manual of Instruction and UDOT Stormwater Quality Design Manual.
 2. Document all assumptions, approach, and deviations to drainage design criteria.
 3. Determine if permits and/or agreements are required.
- II. INITIAL DRAINAGE SYSTEM LAYOUT (FOR INITIAL ROADWAY MODEL 2R)
 - A. Perform Hydrologic Analysis
 1. Identify methodologies to estimate design flows.
 2. Determine the following:
 - Design frequency and precipitation
 - Land use and soil characteristics (as needed) Contributing drainage areas
 - Time of concentration
 - B. Perform Hydraulic Analysis
 1. Identify methodologies for hydraulic analysis
 2. Determine the following, hydraulic results, as needed or as relevant to the project needs: Velocity, capacity, and spread
Storage and channel routing Retention volumes, detention volumes Scour
Riprap
Water surface elevation
 - C. Develop Preliminary Drainage System Design Layout
 1. Identify all necessary drainage features based on proposed and existing conditions of the roadway elements such as recommended horizontal/vertical alignments and existing drainage systems.
 2. Identify conveyance methods (e.g., sheet flow, ditch, storm drain system).
 3. Determine and evaluate any constraints that could affect the layout of drainage features.
 4. Estimate the size and location of flood control features.
 5. Incorporate applicable environmental commitments and permit requirements
 6. Estimate the size, location and feasibility of permanent long-term stormwater quality BMPs
 7. Determine and evaluate any constraints that could affect the layout of irrigation features.
 - D. Conduct Conflict Analysis
 1. Identify potential conflicts with other design elements.
 2. Identify potential conflicts with existing and proposed utilities.
 3. Identify design elements inside roadway clear zone.
 4. Identify design elements outside the project ROW.
 - E. Coordinate with Project Team Members
 1. Coordinate the drainage design with the project team and other disciplines as necessary to ensure compliance with UDOT standards and requirements.
 2. Coordinate and mitigate project design conflicts, risks and impacts.
- III. STORMWATER QUALITY DESIGN DOCUMENTATION
 - A. Develop Preliminary Layout of Stormwater Quality BMPs
 1. Determine and evaluate any constraints that could affect the feasibility of stormwater quality BMPs.
 - B. Determine Locations of Percolation Tests for Stormwater Quality BMPs
 1. Determine appropriate test hole locations for stormwater quality BMPs.
 - C. Develop Stormwater Quality Documentation
 1. The Stormwater Quality Documentation is to be submitted at each project phase for review.
 2. If a Drainage Report is submitted, the Stormwater Quality Documentation is to be submitted as an appendix.

IV. PRELIMINARY DRAINAGE COST ESTIMATE

A. Develop Preliminary Drainage Cost Estimate

1. Compile initial drainage bid items and quantities. Use UDOT standard bid items.
2. Develop unit costs for each item.
Use appropriate resources for developing unit costs such as Masterworks. Document unit cost development and assumptions.

Account for project specific factors: Location

Time of year Limitations of operation Quantity of item

Current bidding environment Availability of materials Familiarity of process Specialty equipment

Risk to contractor Inflation

Construction Schedule Constructability

V. QC DOCUMENTATION

A. Perform QC Review

1. Perform the QC Review following the UDOT QC/QA Procedures and the Drainage 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.

Tasks Not Applicable:

II. INITIAL DRAINAGE SYSTEM LAYOUT (FOR INITIAL ROADWAY MODEL 2R)

Tasks Modified:

Not Applicable

Tasks Added:

Not Applicable

Additional Task Assumptions:

1. No task specific assumptions refer to the main contract assumptions listed above.

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 (ROM)

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

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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.

INITIAL PDC FORM

- 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 IRI)

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. Tasks Not Applicable.

II. INITIAL DRAINAGE SYSTEM LAYOUT (FOR INITIAL ROADWAY MODEL 2RI)

Tasks Modified:
Not Applicable
Tasks Added:
Not Applicable

Additional Task Assumptions:

1. No task specific assumptions refer to the main contract assumptions listed above.

Activity: 3R1 - COMPLETE ROADWAY DESIGN

3RI 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 (ROM)
 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. 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 IRI).
 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. Tasks Not Applicable:
- II. INITIAL DRAINAGE SYSTEM LAYOUT (FOR INITIAL ROADWAY MODEL 2R)

Tasks Modified:
Not Applicable
Tasks Added:
Not Applicable

Additional Task Assumptions:

1. No task specific assumptions refer to the main contract assumptions listed above.

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

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

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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 (3VI).

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.

Tasks Not Applicable:

II. INITIAL DRAINAGE SYSTEM LAYOUT (FOR INITIAL ROADWAY MODEL 2R)

Tasks Modified:

Not Applicable

Tasks Added:

Not Applicable

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Additional Task Assumptions:

1. No task specific assumptions refer to the main contract assumptions listed above.

Activity: 3Z2 - HOLD RIGHT-OF-WAY STRATEGY MEETING

3Z2 Hold Right-of-Way Strategy Meeting

Overview

The purpose of this meeting is to develop a strategy to optimize the ROW design and acquisition schedule and minimize project costs. Develop a strategy to mitigate the critical parcels and to acquire all ROW.

References

UDOT Right-of-Way Division Website

Deliverables & Tasks

I. ROW ACQUISITION STRATEGY

- A. Set Up Meeting
 1. Arrange for the location and time of the meeting.
 2. Prepare the meeting agenda.
3. Meeting Attendees could include, but are not limited to, the following: Project Manager
Region ROW Central ROW Lead ROW Agent
Environmental Manager Roadway Designer Design Leader
Resident Engineer
Region Communications Manager Utility Leader
ROW Designer
Statewide Transit Engineer
- B. Conduct Field Review of the Project
 1. The project team should conduct a physical or virtual drive-thru of the project
 2. Each ownership within the project limits should be photographed
- C. Develop Initial ROW Requirements
 1. Identify funding sources (federal versus state)
 2. Estimate the number of ownerships for various project alternatives
 3. Estimate the total acquisitions versus partial acquisitions
- D. Identify Parcels to Avoid
 1. Identify high price parcels or with a high potential to delay the project schedule.
 2. Brainstorm design alternatives that may avoid these parcels.
 3. Things to consider:
Can a straight ROW setback be used on this project? Can the ROW be widened to one side or the other?
- E. Develop Initial Acquisition Schedule
 1. Prioritize the order of acquisition (which deals take longest)
 2. Coordinate the time frame with Lead ROW Agent.

Tasks Not Applicable

Not Applicable

Tasks Modified:

Not Applicable

Tasks Added:

Not Applicable

Additional Task Assumptions:

1. No task specific assumptions refer to the main contract assumptions listed above.

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

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 FI - 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 (POD)

- A. Finalize and submit the POD for Signature, if not already completed.
1. Verify that approved VE recommendations are incorporated in the POD. Tasks Not Applicable:
 - Not Applicable
 - Tasks Modified: Not Applicable
 - Tasks Added: Not Applicable

Additional Task Assumptions:

1. No task specific assumptions refer to the main contract assumptions listed above.

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

412 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.

Tasks Not Applicable:

Tasks Modified:

Not Applicable

Tasks Added:

Not Applicable

Additional Task Assumptions:

1. No task specific assumptions refer to the main contract assumptions listed above.

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
- ASHTO, 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 3RI 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

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 IRI

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

B. Perform QC Review

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

Tasks Not Applicable:

Not Applicable

Tasks Modified:

Not Applicable

Tasks Added:

Not Applicable

Additional Task Assumptions:

No task specific assumptions refer to the main contract assumptions listed above.

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 60% 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.

Tasks Not Applicable:

Not Applicable

Tasks Modified:

Not Applicable

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Tasks Added:
Not Applicable

Additional Task Assumptions:

1. No task specific assumptions refer to the main contract assumptions listed above.

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:

Irigation 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.

Tasks Not Applicable:
 Not Applicable
 Tasks Modified:
 Not Applicable
 Tasks Added:
 Not Applicable

Additional Task Assumptions:

1. No task specific assumptions refer to the main contract assumptions listed above.

Activity: SV1 - 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. 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 SY1 Incorporate PS&E Review Comments.

II. REVISED PLAN SHEETS AND DOCUMENTS (AS NEEDED)

- A. Provide Revised Plan Sheets
- B. Provide Revised Specifications

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

Tasks Not Applicable:
 Not Applicable
 Tasks Modified:
 Not Applicable
 Tasks Added:
 Not Applicable

Additional Task Assumptions:

1. No task specific assumptions refer to the main contract assumptions listed above.

Activity: 5Y1 - INCORPORATE PS&E REVIEW COMMENTS

SYI Incorporate PS&E Review Comments

Overview

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

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 SVI 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.
Submit Advertising Plans and Project Documents to the Preconstruction Engineer and Region PM Specialist for review and approval.
2. 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.

Tasks Not Applicable:

Not Applicable

Tasks Modified:

Not Applicable

Tasks Added:

Not Applicable

Additional Task Assumptions:

1. No task specific assumptions refer to the main contract assumptions listed above.

Activity: SZ1 - ASSEMBLE ADVERTISING PACKAGE

5Z1 Assemble Advertising Package

Overview

Assemble and prepare advertising documents for Region Review (5Z2).
Milestone for the completion of this task is called "MS 5 - Submit for Region Review (S2R)"

References

UDOT Advertising Checklist Instructions
ProjectWise Advertising Naming Convention
Masterworks

Deliverables & Tasks

I. UDOT ADVERTISING CHECKLIST AND REQUIRED DOCUMENTS

A. Obtain and Complete Advertising Checklist

1. Download the appropriate advertising checklist and instructions from UDOT's website.
 2. UDOT Advertising Checklist Complete all applicable items in the checklist.
 3. Follow the ProjectWise Advertising Naming Convention to properly attribute all files for advertising.
- B. Submit a "No ROW" Certification Request**

If no ROW was acquired on the project, then coordinate with the Region ROW Engineer for a "No Right-of-Way" Certification.

C. Good Practice Tip

1. Indicate with an initial or N/A on all of the items in the "Region/Designer" column for each checklist item.

In the final submittal to Central for the advertisement review, the Region PM Tech will be the one who officially initials this form.

II. ENGINEER'S ESTIMATE IN MASTERWORKS

A. Advance the engineer's estimate in Masterworks to Region PM Tech

III. EMAIL REGION PRECONSTRUCTION ENGINEER AND REGION PM TECH WITH THE PW LINKS FOR THE DOCUMENTS THAT NEED TO BE REVIEWED TO ADVERTISE THE PROJECT.

A. Good Practice Tip

Use the "Marked for Advertisement" search in the PIN folder in ProjectWise you are working in, to ensure all of the correct files are showing for the next reviewers.

Tasks Not Applicable:

Not Applicable

Tasks Modified:

Not Applicable

Tasks Added:
Not Applicable

Additional Task Assumptions:

1. No task specific assumptions refer to the main contract assumptions listed above.

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 RFTS

A. Respond to Design Questions

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

Tasks Not Applicable:

Not Applicable

Tasks Modified:

Not Applicable

Tasks Added:

Not Applicable

Additional Task Assumptions:

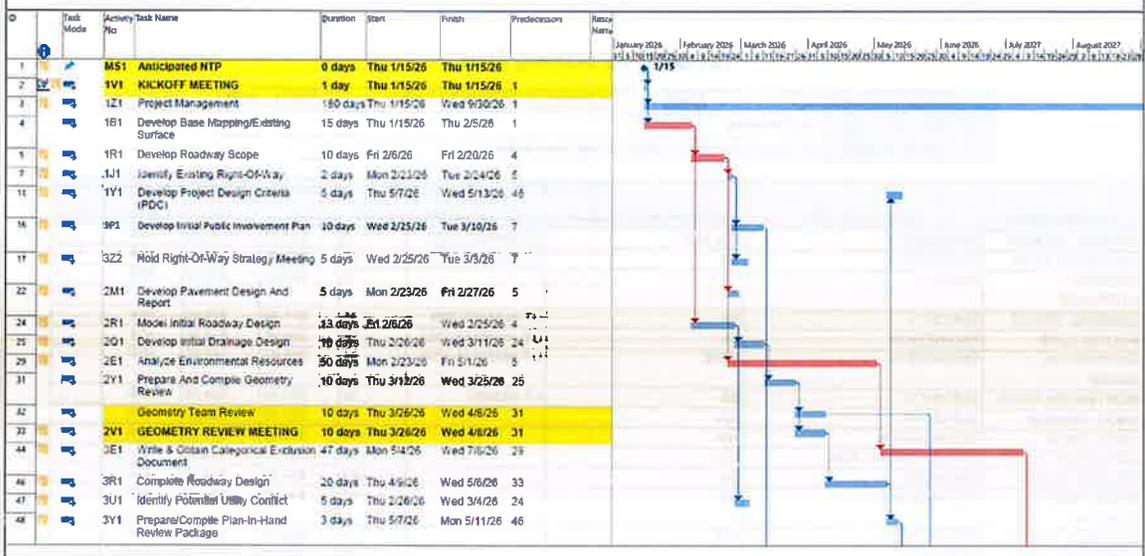
1. No task specific assumptions refer to the main contract assumptions listed above.

UDOT CMS Staffing Plan

Contract Number:	NEW	Mod:		Project Number:	F-R499(466)	PIN:	20955
UDOT Primary Contact:	Sam Grimshaw						
PIN Description:	800 West Extension (750 North to Coal Creek Road)						

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date	Key
KITCHEN, ANDREW	ENGINEER VI	B.S. M.S.	UT-5048557-2202	6	\$91.00	\$91.00	NTP	
ANDERSON, RYAN	ENGINEER VI	BS	UT-8557441-2202	93	\$87.25	\$87.25	NTP	Y
BRUNINGA, STEPHANIE	ADMIN IV			8	\$78.00	\$72.19	NTP	
SANDERS, TRAVIS	SURVEY V	BA	UT-9481170-2201	35	\$71.00	\$70.00	NTP	
POLITIS, LUKE	ENGINEER IV	BS	UT-11240768-2202	76	\$59.00	\$59.00	NTP	
DARRINGTON, QUADE	ENGINEER III	BSCE	UT-14237134-2202	94	\$55.00	\$55.00	NTP	Y
MORTENSEN, DAVID	SURVEY IV	BS	UT-6436557	30	\$57.50	\$54.59	NTP	
SNOW, CHANSE	SURVEY III	N/A		8	\$54.50	\$54.50	NTP	
VIETS, DAVID	TECHNICIAN III	N/A		46	\$41.25	\$41.25	NTP	
ABPLANALP, SCOTT	SURVEY CREW 1-MAN	N/A		20	\$40.00	\$40.00	NTP	
NELSON, KELDON	ENGINEER I	BS		261	\$37.50	\$37.50	NTP	
ROSENKRANTZ, DAWSON	TECHNICIAN II	AS		57	\$34.00	\$34.00	NTP	
MITCHELL, JUSTIN	TECHNICIAN I	N/A		31	\$28.00	\$28.00	NTP	
SORENSEN, KYLE	SURVEY I			13	\$28.00	\$28.00	NTP	
KITCHEN, WES	TECHNICIAN I	N/A		2	\$23.68	\$22.88	NTP	
Total Hours for CIVIL SCIENCE INC.:				780				

**PIN 20965
800 West Extension (760 North to Coal Creek Road)**

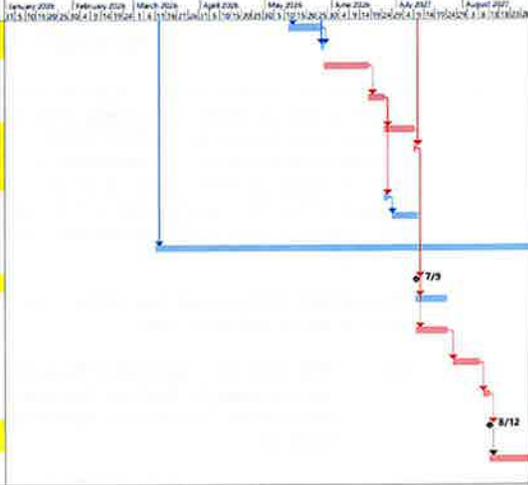


Project: Pavement Preservation Date: Wed 12/17/25

Milestone	Manual Summary Rollup	External Milestone	Late Non-Critical Task	Baseline Summary
Project Summary	Manual Summary	Deadline	Late Critical Task	Progress
Inactive Summary	Start-only	Task	Inactive Task	Summary
Manual Task	Finish-only	Critical	Baseline Milestone	Split
Duration-only	External Task	Manual Progress		Critical Split

**PIN 20555
800 West Extension (750 North to Coal Creek Road)**

ID	Task Mode	Activity/Task Name	Duration	Start	Finish	Predecession	Resou Name
49		PH Team Review	10 days	Tue 5/12/26	Tue 5/26/26	48	
50		3V1 PLAN-IN-HAND MEETING	1 day	Wed 5/27/26	Wed 5/27/26	49,52	
54		4R1 Complete Roadway Plans & Documents	15 days	Thu 5/28/26	Wed 6/17/26	62	
65		4Y1 Prepare, Compile, And Distribute PS&E Review Package	5 days	Thu 6/18/26	Wed 6/24/26	64,63	
66		PS&E Team Review	10 days	Thu 6/25/26	Wed 7/8/26	65	
67		4V1 PLANS, SPECIFICATIONS & ESTIMATE (PS&E) REVIEW MEETING	1 day	Thu 7/9/26	Thu 7/9/26	66,44	
70		4J1 Identify Right-Of-Way Needs	2 days	Thu 6/25/26	Fri 6/26/26	65	
71		4J2 Develop Right-Of-Way Plans & Documents	10 days	Mon 6/29/26	Fri 7/10/26	70	
93		4P1 Revise/Implement Public Involvement Plan	123 days	Wed 3/11/26	Tue 9/1/26	16	
103		MS4 PS&E Complete	0 days	Thu 7/9/26	Thu 7/9/26	67	
104		4A1 Prepare SWPPP Package for Construction	10 days	Fri 7/10/26	Thu 7/23/26	67	
105		5Y1 Incorporate PS&E Review Comments	10 days	Fri 7/10/26	Thu 7/23/26	67	
106		5V1 Comment Resolution Review Meeting	10 days	Mon 7/27/26	Fri 8/7/26	105	
107		5Z2 Prepare, Submit & Process for Advertisement	3 days	Mon 8/10/26	Wed 8/12/26	106	
114		MS5 PRECONSTRUCTION COMPLETE	0 days	Wed 8/12/26	Wed 8/12/26	107	
119		BR1 Design Support During ROW and Construction	120 days	Thu 8/13/26	Fri 2/5/27	114	



Project: Pavement Preservation
Date: Wed 12/17/25

Milestone	Manual Summary Rollup	External Milestone	Late Non-Critical Tasks	Baseline Summary
Project Summary	Manual Summary	Deadline	Late Critical Tasks	Progress
Inactive Summary	Start-only	Task	Inactive Task	Summary
Manual Task	Final-only	Critical	Baseline	Split
Duration-only	External Task	Manual Progress	Baseline Milestone	Critical Split

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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 182.22% of the direct salary expense.
 - (b) If necessary and DEPARTMENT approved, any additional direct expenses incurred in fulfilling the terms of this contract, including but not limited to reproduction, telephone, equipment, supplies and fees of outside CONSULTANTS or sub-consultants will be reimbursed at actual costs.
 - (c) If necessary and DEPARTMENT approved, any additional direct travel or lodging expenses incurred in fulfilling the terms of this contract will be reimbursed at actual costs up to the Government Services Administration (GSA) maximum allowed travel rates.
 - (d) If the CONSULTANT'S normal accounting practice is to include costs in (b) and (c) above as indirect expenses, then this contract will be consistent with that practice. These types of costs must be disclosed as part of the CONSULTANT'S accounting practices and in conformance to Federal Cost Principles.
 - (e) The fixed fee has been determined and agreed upon as 10.50% of the combined estimated direct labor and the Overhead amount, which represents the CONSULTANT'S profit of \$11,591.35. 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

ATTACHMENT D

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 \$156,825.31. 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-R499(466)	PIN:	20955
UDOT Primary Contact:	Sam Grimshaw						
PIN Description:	800 West Extension (750 North to Coal Creek Road)						

Labor Costs				
Employee Name	Contract Job Title	Hours	Proposal Rate	Labor Cost
ABPLANALP, SCOTT	SURVEY CREW 1-MAN	20	\$40.00	\$800.00
ANDERSON, RYAN	ENGINEER VI	93	\$87.25	\$8,114.25
BRUNINGA, STEPHANIE	ADMIN IV	8	\$72.19	\$577.52
DARRINGTON, QUADE	ENGINEER III	94	\$55.00	\$5,170.00
KITCHEN, ANDREW	ENGINEER VI	6	\$91.00	\$546.00
KITCHEN, WES	TECHNICIAN I	2	\$22.88	\$45.76
MITCHELL, JUSTIN	TECHNICIAN I	31	\$28.00	\$868.00
MORTENSEN, DAVID	SURVEY IV	30	\$54.59	\$1,637.70
NELSON, KELDON	ENGINEER I	261	\$37.50	\$9,787.50
POLITIS, LUKE	ENGINEER IV	76	\$59.00	\$4,484.00
ROSENKRANTZ, DAWSON	TECHNICIAN II	57	\$34.00	\$1,938.00
SANDERS, TRAVIS	SURVEY V	35	\$70.00	\$2,450.00
SNOW, CHANSE	SURVEY III	8	\$54.50	\$436.00
SORENSEN, KYLE	SURVEY I	13	\$28.00	\$364.00
VIETS, DAVID	TECHNICIAN III	46	\$41.25	\$1,897.50
Total Hours:		780		
Total Direct Labor:				\$39,116.23
Overhead:			182.22%	\$71,277.58
Total Direct Labor plus Overhead:				\$110,393.81
Fixed Fee:			10.50%	\$11,591.35
Burdened Labor Cost:				\$121,985.16
Other Direct Charges				
ODC Item	Unit of Measure	Qty	Item Cost	Extended Cost
MILEAGE@.70	MILE	1,880.0	\$.700	\$1,316.00
FULL DAY PER DIEM (\$68.00)	DAY	2.0	\$68.000	\$136.00
PARTIAL DAY PER DIEM (\$51.00)	DAY	8.0	\$51.000	\$408.00
LODGING (2025 CONUS RATE)	DAY	2.0	\$125.400	\$250.80
Total Other Direct Charges:				\$2,110.80
Contracted Labor				
Contracted Labor Sub	Unit of Measure	Qty	Item Cost	Extended Cost
TERRACON CONSULTANTS, INC.	LUMP	1.0	\$10,385.000	\$10,385.00
Avenue Consultants, Inc.	LUMP	1.0	\$15,544.350	\$15,544.35
Martin & Nicholson Environmental Consultants, LLC	LUMP	1.0	\$6,800.000	\$6,800.00
Total Contracted Labor Charges:				\$32,729.35
Total Contract Cost:				\$156,825.31

UDOT CMS Hours Derivation

Contract Number:	NEW	Mod:		Project Number:	F-R499(466)	PIN:	20955
UDOT Primary Contact:	Sam Grimshaw						
PIN Description:	800 West Extension (750 North to Coal Creek Road)						

Employee Name	1Z1	1V1	1B1	1J1	1R1	1Y1	2E1	2Q1	2R1	3R1	3Y1	3Z2	3V1	4J2	4R1
KITCHEN, ANDREW	2	0	0	0	0	0	0	0	0	0	2	0	0	0	2
ANDERSON, RYAN	50	2	0	0	0	2	8	0	0	5	2	2	2	0	2
BRUNINGA, STEPHANIE	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SANDERS, TRAVIS	0	2	7	6	0	0	0	0	0	0	0	2	2	16	0
POLITIS, LUKE	0	2	0	0	4	0	0	8	0	15	8	0	2	0	18
DARRINGTON, QUADE	14	2	0	0	4	2	2	2	8	10	5	4	2	0	11
MORTENSEN, DAVID	0	0	0	0	0	0	0	0	0	0	0	0	0	30	0
SNOW, CHANSE	0	0	4	4	0	0	0	0	0	0	0	0	0	0	0
VIETS, DAVID	0	0	6	8	0	0	0	0	0	0	0	0	0	32	0
ABPLANALP, SCOTT	0	0	20	0	0	0	0	0	0	0	0	0	0	0	0
NELSON, KELDON	0	2	0	0	6	4	0	0	47	55	20	4	2	0	65
ROSENKRANTZ, DAWSON	0	0	0	0	0	0	0	0	12	0	10	0	0	0	20
MITCHELL, JUSTIN	0	0	12	3	0	0	0	0	0	0	0	0	0	16	0
SORENSEN, KYLE	0	0	13	0	0	0	0	0	0	0	0	0	0	0	0
KITCHEN, WES	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0

UDOT CMS Hours Derivation

Contract Number:	NEW	Mod:		Project Number:	F-R499(466)	PIN:	20955
UDOT Primary Contact:	Sam Grimshaw						
PIN Description:	800 West Extension (750 North to Coal Creek Road)						

Employee Name	4Y1	4V1	5V1	5Y1	5Z1	6R1												Total
KITCHEN, ANDREW	0	0	0	0	0	0												6
ANDERSON, RYAN	2	2	2	2	5	5												93
BRUNINGA, STEPHANIE	0	0	0	0	0	0												8
SANDERS, TRAVIS	0	0	0	0	0	0												35
POLITIS, LUKE	4	2	2	11	0	0												76
DARRINGTON, QUADE	4	-2	2	10	5	5												94
MORTENSEN, DAVID	0	0	0	0	0	0												-30
SNOW, CHANSE	0	0	0	0	0	0												8
VIETS, DAVID	0	0	0	0	0	0												46
ABPLANALP, SCOTT	0	0	0	0	0	0												20
NELSON, KELDON	5	2	2	29	8	10												261
ROSENKRANTZ, DAWSON	0	0	0	5	10	0												57
MITCHELL, JUSTIN	0	0	0	0	0	0												31
SORENSEN, KYLE	0	0	0	0	0	0												13
KITCHEN, WES	0	0	0	0	0	0												2

UDOT CMS Hours Derivation

Contract Number:	NEW	Mod:		Project Number:	F-R499(466)	PIN:	20955
UDOT Primary Contact:	Sam Grimshaw						
PIN Description:	800 West Extension (750 North to Coal Creek Road)						

	1Z1	1V1	1B1	1J1	1R1	1Y1	2E1	2Q1	2R1	3R1	3Y1	3Z2	3V1	4J2	4R1	
Firm Activity Totals:	76	10	62	21	14	8	10	10	67	85	47	12	10	94	118	
	4Y1	4V1	5V1	5Y1	5Z1	6R1										Total
Firm Activity Totals:	15	8	8	57	28	20										780
	1Z1	1V1	1B1	1J1	1R1	1Y1	2E1	2Q1	2R1	3R1	3Y1	3Z2	3V1	4J2	4R1	
Transaction Activity Totals:	76	10	62	21	14	8	10	10	67	85	47	12	10	94	118	
	4Y1	4V1	5V1	5Y1	5Z1	6R1										Total
Transaction Activity Totals:	15	8	8	57	28	20										780

