



Emigration Canyon Monthly Report May 2026

Calls for service: 62

Crime/Police Stats:

In the month of May, Unified Police Department responded to 62 calls for service.

Incidents of Note:

Officer responded to a threats and stalking against a person in the Emigration Canyon. This case is being investigated and charges have been filed.

An assault occurred in Emigration Canyon with injuries to the victim. The suspect was arrested on scene and was initially uncooperative with officers but soon complied and was transported to Salt Lake County Jail.

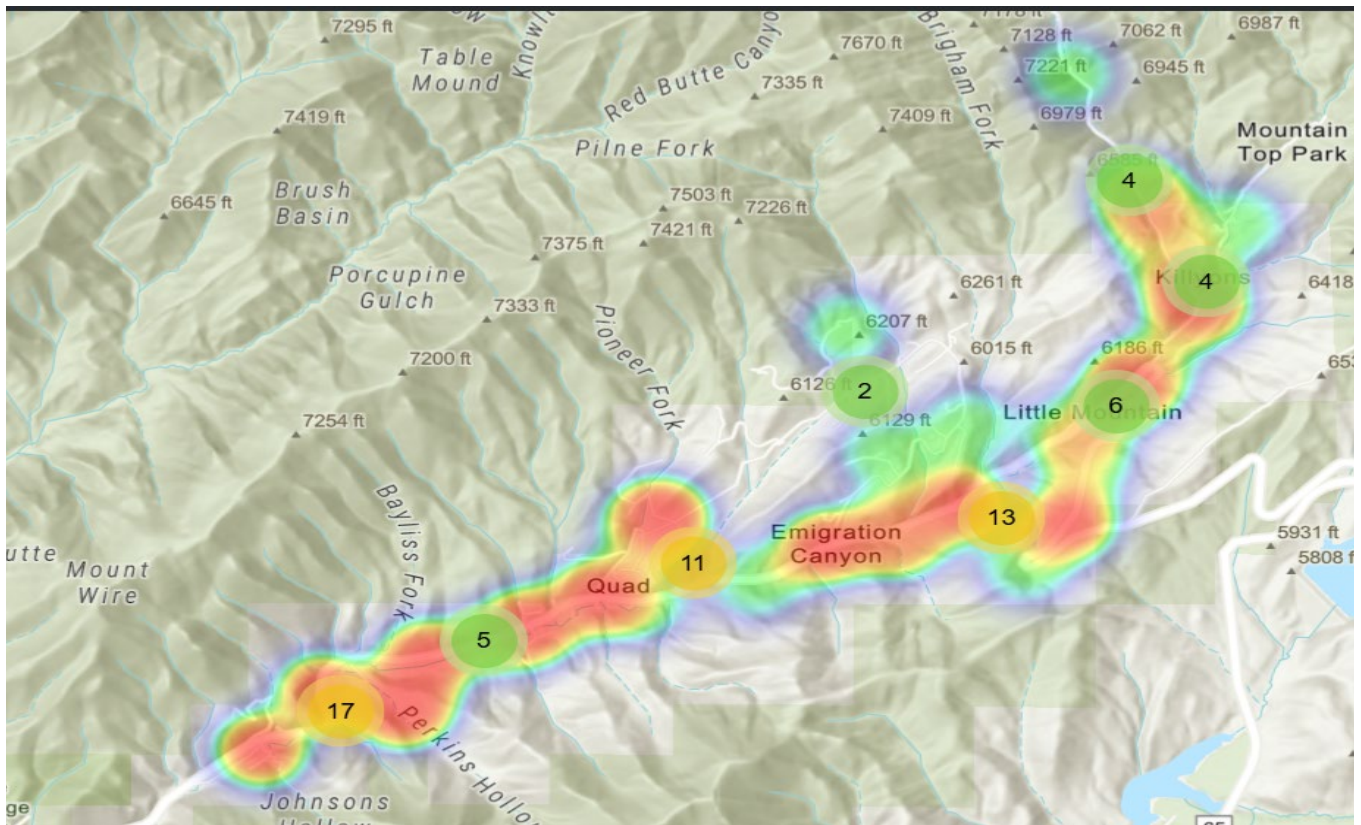
A traffic accident occurred at 4160 E Emigration Canyon Road; this accident was a deer vs. vehicle.

Events:

On June 27 a Bike Education Event will be held from 8 AM to 12 PM at Rotary Gleen Park (permit pending). If the permit is not approved by SLC Parks, the event will be moved to Little Mountain.

CALLS FOR SERVICE OFFENSE	COUNTS
Cell Hang Up	5
Traffic Stop/Radar	17
Traffic Accident	2
Proactive	2
Burglary Alarm (False)	2
Motor/Citizen Assist	11
Suspicious	4
Sex Offense	1
Parking Complaint	1
Reckless	9
Threats	1
Full Arrest	1
Trespasser	1
Animal Problem	1
Fraud	1
Stolen Vehicle	1
Assault	2

Heat Map of Calls for Service in Emigration Canyon



Keep Pets Safe During Utah's Fireworks Season

As Utah celebrates Independence Day on July 4 and Pioneer Day on July 24, Salt Lake County Animal Services is reminding pet owners to take extra precautions to keep their pets safe.

Fireworks can be frightening for animals, and every year shelters see an increase in lost pets during fireworks season. Loud noises can cause even the calmest pets to panic and attempt to escape from homes, yards, or vehicles.

Here are a few simple ways to help keep your pets safe:

Make sure identification is current. Ensure your pet is wearing a collar with an ID tag and that their microchip information is up to date. Accurate contact information can make all the difference if your pet becomes lost.

Keep pets indoors. Before fireworks begin, bring pets inside and make sure doors, windows, and gates are secure. Frightened pets have been known to break through screens, jump fences, and dig under gates while trying to escape loud noises.

Create a safe space. Provide a quiet room where your pet can retreat. Close curtains or blinds, turn on a television or calming music, and offer favorite toys, treats, or food puzzles to help reduce stress.

Exercise early. Take dogs for walks and outdoor activities earlier in the day before fireworks start. A well-exercised pet is often more relaxed during the evening.

Leave pets at home. Fireworks displays and holiday gatherings can be overwhelming and stressful for animals. Pets are safest in a familiar indoor environment.

Plan ahead for anxious pets. If your pet struggles with noise anxiety, speak with your veterinarian before the holiday to discuss options that may help keep them comfortable.

If your pet becomes lost, contact your local animal control agency and area shelters as soon as possible. Community members who find stray pets can help by posting photos and location information on local lost-and-found pet resources and community groups.

A little preparation can go a long way toward keeping pets safe and helping families enjoy both of Utah's summer celebrations.

For assistance with a lost pet, contact Animal Control Dispatch at **801-840-4000**.

Salt Lake County Animal Services is located at **511 W 3900 S, Salt Lake City, UT 84123**.

Questions? Call **385-468-7387** or email animal@saltlakecounty.gov.



FIREWORKS!



KEEP PETS SAFE

Keep pets indoors and create a safe, quiet space.



UPDATE TAGS/MICROCHIPS

Make sure ID tags and microchip information are current.



BE PREPARED

Exercise pets earlier in the day and leave them home during fireworks.



FIND A LOST PET?

Call Dispatch: 801-840-4000

See Lost Pets Online:
AdoptUtahPets.org

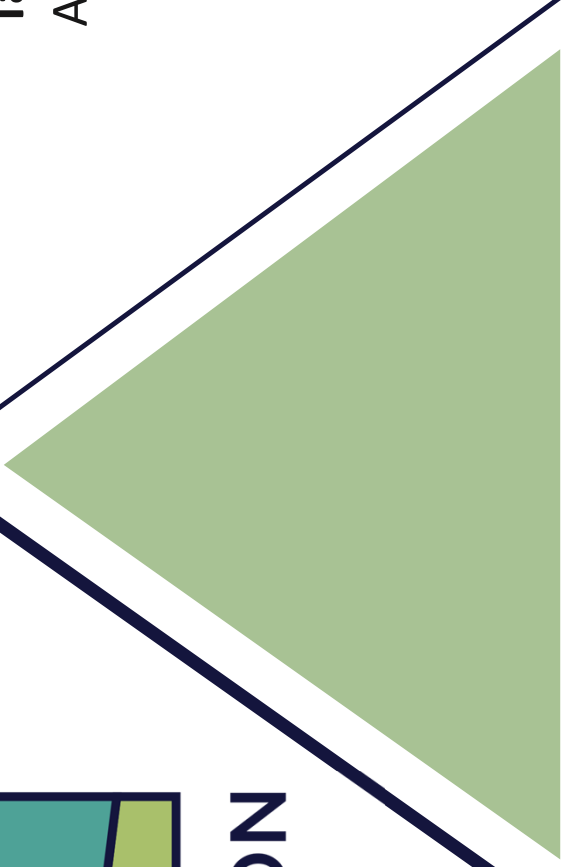
SL **SALT LAKE**
COUNTY
ANIMAL SERVICES

Emigration Canyon Project Updates

Tamaran Woodland, PE, CFM;
Assistant City Engineer



**EMIGRATION
CANYON**



Emigration Canyon Capital Improvement Projects

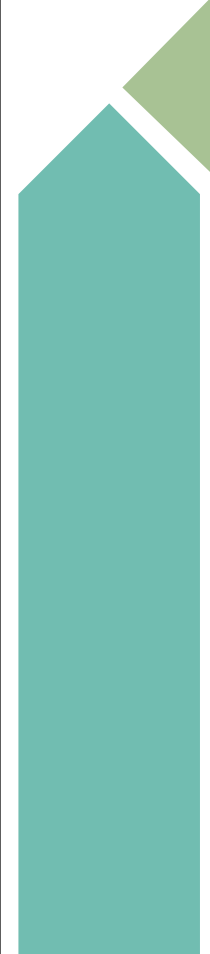
MSD Transportation Master Plan

Emigration Canyon Road Safety Improvement Project

Emigration Creek Culverts

Freeze Creek Wall Reconstruction

Emigration FEMA Flood Map Update



MSD Transportation Master Plan

Transportation Master Plan for all MSD Municipalities

- Correction to May Update:
 - Planning on Presenting to MSD Board in June
- Current Update
 - Meeting on 6/16

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Emigration Canyon Road Safety Improvement Project

- The Process
- Environmental Review
- The Contract
- Right-of-Way Questions



Emigration Canyon Road Safety Improvement Project

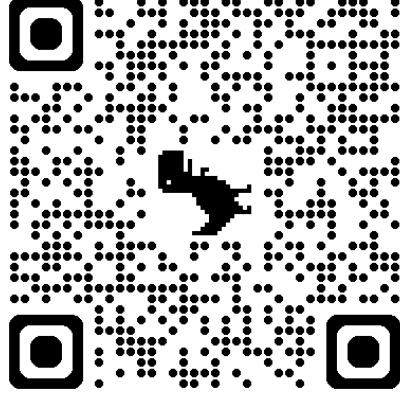
- Phase 1 Public Meetings:
 - Council Meeting—April 21, 2026
 - Open House—June 30, 2026
 - Public Hearing—TBD
- Part of CatEx Process
- Includes Public Comment Period



Emigration Canyon Road Safety Improvement Project

udotinput.utah.gov/emigrationcanyon

- Project Overview
- Project Map
- Phase 1 Timeline
- Q&A
- Updates



Contact Information

To contact the public information team with questions or concerns:

Hotline: [801-348-8911](tel:801-348-8911)

Email: EmigrationCanyon@utah.gov

Stay Informed

To receive updates, please contact the public information team at the email address above and enter "Updates" in the subject line.



EMIGRATION
CANYON

Emigration Creek Culverts

Plans and Specifications – 95%

Temporary Construction Easements

- 3 Culverts
- Legal Review

Anticipated Construction – Fall 2026*

- Pending Access/Easements
- Skycrest Lane access WILL be maintained



Freeze Creek Wall Reconstruction

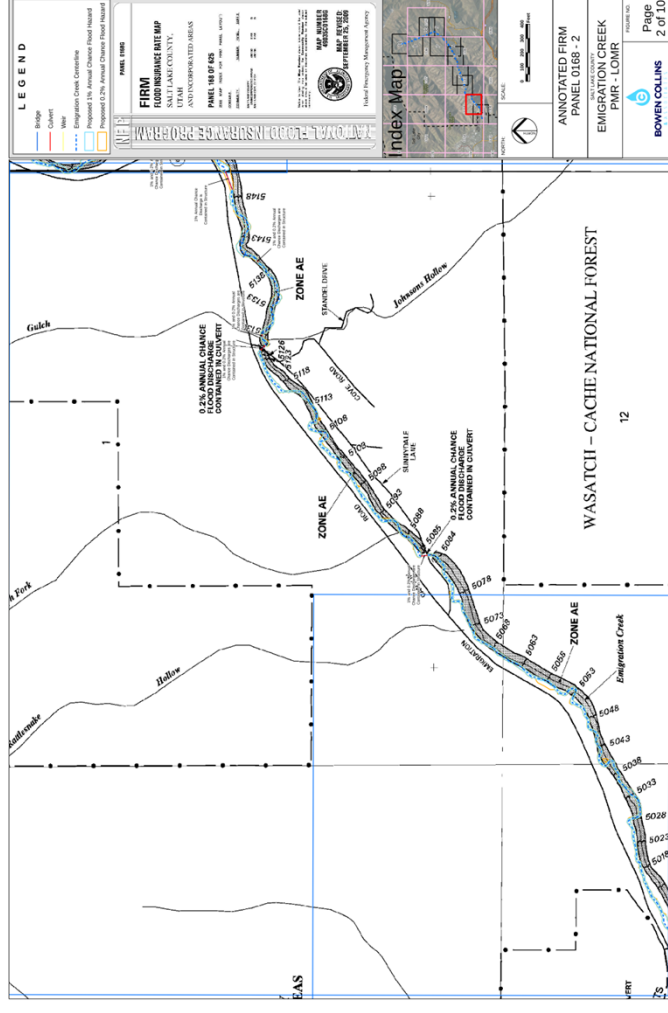
Gabion Basket Evaluation

- Freeze Creek Along Margarethe Lane
- Recommended Stability Monitoring
- Update from Meeting on June 15th



Emigration FEMA Flood Map Update

- No New Information
- Study Completed & Submitted
 - Multiple Iterations
- Waiting for FEMA AD Letter
 - Impacted by Shutdown





Questions

COOPERATIVE AGREEMENT

This Cooperative Agreement (the “Agreement”) is made and entered into this ____ day of _____ 2025 (the “Effective Date”), by and between the Utah Division of Forestry, Fire and State Lands (“FFSL”) and _____ Emigration Canyon _____ (the “Participating Entity”). FFSL and the Participating Entity may sometimes be referred to in this Agreement individually as a Party or, collectively, as the Parties.

RECITALS

- A. Pursuant to Utah Code § 65A-8-203, this Cooperative Agreement is required for a county, municipality, or certain other eligible entity and the State of Utah, by and through FFSL, to cooperatively discharge their joint responsibilities for protecting non-federal land from wildland fire.
- B. The Participating Entity is a county, municipality, or other Eligible Entity, as defined in Section I of this Agreement.
- C. The Participating Entity is eligible to enter into a Cooperative Agreement under Utah Administrative Code R652-122-200, R652-121-400, and R652-121-600.
- D. FFSL provided to the Participating Entity, and the Participating Entity signed and returned to FFSL, the Annual Participation Commitment Statement before the Effective Date of this Agreement.
- E. The fire department or equivalent fire service provider under contract with, or delegated by, the Participating Entity on unincorporated land meets minimum standards for wildland fire training, certification, and suppression equipment based upon nationally accepted standards, determined by FFSL.

AGREEMENT

I. Definitions

For the purposes of this Agreement:

- 1. “Annual Participation Commitment Report” means a report prepared by the Participating Entity, detailing the expenditures and activities conducted in compliance with the Participation Commitment during the past calendar year.
- 2. “Annual Participation Commitment Statement” means a statement, signed by both FFSL and the Participating Entity, detailing both the monetary value of the Participation Commitment for the upcoming calendar year and the detailed activities the Participating Entity plans to perform to fulfill their Participation Commitment for that year.

3. “Catastrophic Wildfire” means fires whose size and intensity cause significant impacts to State and local economies, critical infrastructure, the environment, and private landowners.
4. “Cooperative Agreement” means the same as the term is defined in Utah Admin. Code R652-1-200.
5. “Delegation of Fire Management Authority” means the acceptance by FFSL of responsibility for:
 - i. Managing a wildfire; and
 - ii. The cost of fire suppression, as described in Utah Code § 65A-8-203.
6. “Direct Expenditure” means funds spent by a Participating Entity to implement wildland fire prevention, preparedness, or mitigation efforts both agreed to between the Parties and approved by FFSL.
7. “Direct Payment” means an alternative method of meeting all, or part, of the participation commitment by paying FFSL directly, as per Utah Code § 65A-8-203.4.
8. “Eligible Entity” means the same as the term is defined in Utah Code § 65A-8-203.
9. “Extended Attack” means actions taken in response to wildland fire after Initial Attack.
10. “Firefighter” means an individual trained in wildland firefighting techniques and assigned to a position of hazardous duty.
11. “Initial Attack” means actions taken by the first resources to arrive at any wildland fire incident, including, without limitation, size-up, patrolling, monitoring, holding action, or aggressive suppression action.
12. “In-Kind Activity” means an activity for wildland fire prevention, preparedness, or mitigation efforts both agreed to between the Parties and approved by FFSL. The value of an In-Kind Activity shall be determined by using the rate calculated by the Independent Sector, <https://www.independentsector.org/>.
13. “Minimum Billing Threshold” means the dollar value of expenses not charged to the Participating Entity but incurred by FFSL, on behalf of the Participating Entity, on Initial Attack prior to Delegation of Fire Management Authority.
14. “Participation Commitment” means prevention, preparedness, and mitigation actions and expenditures, including those identified in an FFSL-approved CWPP or equivalent wildland fire preparedness plan, undertaken by a Participating Entity to reduce the risk of wildland fire and meet the intent of Utah Code §§ 65A-8-202 and 65A-8-202.5.
15. “Participating Entity” means an Eligible Entity with a valid Cooperative Agreement.

II. Term.

1. The term of this Agreement shall be five (5) years from the Effective Date.

III. Participation Commitment.

1. Annual Statement.

- a. FFSL shall send the Participating Entity an Annual Participation Commitment Statement at least three (3) months in advance of the end of each calendar year under the term of this Agreement.
- b. Upon receipt of an Annual Participation Commitment Statement, the Participating Entity shall complete the annual plan portion of the Annual Participation Commitment Statement outlining the actions they intend to take that address the wildfire threat. The Participating Entity shall send the completed annual plan to FFSL for review and approval within sixty (60) days of receipt of an Annual Participation Commitment Statement.
- c. Upon receipt of the Participating Entity's annual plan, FFSL shall review the annual plan. FFSL may request additional information before approving the annual plan. Upon FFSL's approval of the annual plan, FFSL shall sign and send the Annual Participation Commitment Statement to the Participating Entity for signature.
- d. Upon receipt of the signed Annual Participation Commitment from FFSL, the Participating Entity's chief executive shall sign and return the fully executed Annual Participation Commitment Statement to FFSL by the deadline provided. In the event the Participating Entity fails to sign and return the Annual Participation Commitment Statement by the deadline provided, FFSL shall terminate this Agreement at the conclusion of the last calendar year in which the Participating Entity complied with this requirement.

2. Fulfillment.

- a. The Participating Entity shall fulfill its Participation Commitment, determined by FFSL, pursuant to Utah Admin. Code R652-122-800 and R652-122-200(5)(c).
- b. The Participating Entity shall fulfill its Participation Commitment through direct expenditures, direct payment, in-kind activities, or any combination of the three.

3. Consultation.

- a. The Participating Entity may consult with FFSL to identify valid Participation Commitment actions and activities, based on the Participating Entity's FFSL-approved CWPP or equivalent wildfire preparedness plan.

4. Accounting.

- a. The Participating Entity shall account for its respective Participation Commitment activities and expenditures through the Utah Wildfire Assessment Risk Portal ("UWRAP").

- b. Beginning January 1, 2025, all qualifying Participation Commitment expenditures and activities count toward the Participating Entity's first full-year Participation Commitment.
- c. The value of Participation Commitment expenditures and activities may, with approval of FFSL, carry-over to the next calendar year.
- d. At FFSL's discretion, the value of capital improvement actions may carry-over for up to five (5) years and the value of non-capital improvement actions may carry-over for up to three (3) years.
- e. The Participating Entity must receive written approval from FFSL before pursuing carry-over for a specific action under Section III(4)(c) of this Agreement.
- f. Amounts reported annually in excess of Participation Commitment shall not carry-over without written approval under this Section III(4).

5. Reporting.

- a. The Participating Entity shall record and account for its Participation Commitment actions and expenditures in UWRAP.
- b. The Participating Entity shall provide an annual accounting of its actions and expenditures to FFSL for review and approval in the manner and form specified by FFSL.
- c. The Participating Entity shall account for, track, and report any year-to-year carry-over under Section III(4)(c) of this Agreement in UWRAP.
- d. FFSL may review and verify records related to the Participating Entity's Participation Commitment at any time.
- e. FFSL may deny records related to the Participating Entity's Participation Commitment deemed by FFSL to be unverifiable, incorrect, or not approved in the Participating Entity's signed Participation Commitment Statement.

6. Calculation.

- a. FFSL shall calculate the Participation Commitment based on a wildfire risk assessment by acres (the "Risk Assessment"), conducted by FFSL, and the historic fire cost average ("Fire Cost Average") in the Participating Entity's jurisdiction, pursuant to Utah Admin. Code R652-122-300, R652-122-400, and R652-122-500.
- b. The Risk Assessment calculation shall be adjusted for inflation using the Consumer Price Index.
- c. FFSL shall calculate the Fire Cost Average based on historic suppression costs accrued within the Participating Entity's jurisdictional boundary. The Fire Cost Average shall only include wildland fire suppression costs accrued and paid by FFSL on behalf of a Participating Entity within the Participating Entity's jurisdictional boundary. The Fire Cost Average may include State-

paid costs after Delegation of Fire Management Authority and Transfer of Fiscal Responsibility has occurred within the Participating Entity's jurisdictional boundary.

- d. The Fire Cost Average shall be calculated on a rolling, ten-year average, dropping the highest and lowest cost years and adjusting for inflation using the Consumer Price Index. Each ten-year average shall contain eight data points.

7. Appeals.

- a. Where permitted by Utah Admin. Code R652-122, the Participating Entity may appeal a decision regarding its Participation Commitment by submitting a written appeal that states the reasons for the disagreement to the State Forester within ninety (90) days of the occurrence of the reason for disagreement.

IV. Initial Attack.

1. The Participating Entity shall have primary responsibility for Initial Attack ("IA") on all nonfederal lands within the response area of the Participating Entity or within the response area of any delegee of the Participating Entity.
2. IA may include different resources based on fire danger, fuel type, values to be protected, and other factors.
3. FFSL shall determine effective wildfire IA pursuant to the definition of IA under this Agreement and Utah Code 65A-8-202, defining IA as what is reasonable for the Participating Entity.
4. The Participating Entity shall have financial responsibility for all IA costs within their jurisdictional boundary, other than the cost of aviation assets.
5. FFSL shall have financial responsibility for all IA aviation asset costs.

V. Delegation of Fire Management Authority and Transfer of Fiscal Responsibility.

1. Delegation of Fire Management Authority and the transfer of fiscal responsibility to FFSL for the wildfire at issue shall occur simultaneously with one of the following events:
 - a. The involvement of state-owned or federally-owned lands in the wildfire;
 - b. The order, beyond pre-planned dispatch, of firefighting resources through an Interagency Fire Center;
 - c. The request, by the local fire official on scene, of the Participating Entity with jurisdiction; or
 - d. The decision of the State Forester, after consultation with local authorities.
2. Upon Delegation of Fire Management Authority to FFSL, FFSL, or its designee, shall be the primary incident commander in a unified command environment with the agency having jurisdiction.

3. The occurrence of aviation assets on pre-planned dispatch, as established by the State, shall not cause an automatic Delegation of Fire Management Authority.

VI. Extended Attack.

1. Immediately upon Delegation of Fire Management Authority, the incident commander shall record a timestamp via radio with the Interagency Fire Center servicing the incident.
2. The Crew Time Report (“CTR”) or Shift Ticket of all resources not covered by a no-cost local agreement, such as an automatic aid system or other inter-local agreement, shall also reflect the timestamp recorded in Section VI(1).
3. Immediately upon Delegation of Fire Management Authority, a new CTR or Shift Ticket shall be started for all resources to be used in the Extended Attack.
4. All incident commanders named on the incident organizer shall sign delegation documentation. Resource needs shall be reevaluated in the transition from IA to Extended Attack.
5. Upon Delegation of Fire Management Authority, and if the Participating Entity is compliant with relevant statutes, regulations, and the terms of this Agreement, FFSL shall be financially responsible for wildland fire suppression costs incurred beyond IA.

VII. Wildland Fire Response Training and Certification.

1. The Participating Entity shall ensure Firefighters providing IA within the Participating Entity’s jurisdiction are trained in NWCG S130 Firefighter Training and S190 Introduction to Wildland Fire Behavior.
2. The Participating Entity shall ensure firefighters providing IA within the Participating Entity’s jurisdiction have completed RT130 Annual Fireline Safety Refresher Training prior to each statutory “closed fire season,” as defined in Utah Code § 65A-8-211.
3. Upon Delegation of Fire Management Authority, FFSL may release from IA, or reassign to other firefighting duties, any Firefighter not certified as a NWCG Wildland Firefighter II.

VIII. Wildland Fire Response Equipment Standards.

1. The Participating Entity shall ensure engines, water tenders, hand tools, and water handling equipment used for response to wildland fire on nonfederal land within the Participating Entity’s jurisdiction meet the National Wildfire Coordinating Group standards and, if applicable, the FFSL Fire Department Manual standards.

IX. Wildland Fire Cost Recovery Actions.

1. Pursuant to Utah Code Title 65A and Utah Admin. Code R652, and when an investigation reasonably shows a person or persons started a wildfire by acting

in a negligent, reckless, or intentional manner, the Participating Entity shall initiate a civil action to recover all wildland fire costs incurred for a particular fire (“Cost Recovery Action”), except for when Delegation of Fire Management Authority has occurred. FFSL shall assist the Participating Entity in a Cost Recovery Action under this Section IX(1).

2. Costs recovered by the Participating Entity beyond the costs, including legal fees in pursuing the Cost Recovery Action, incurred by the Participating Entity itself shall be distributed amongst all other entities with incurred suppression costs.
3. The value of costs incurred and recovered by the Participating Entity may reduce the Participating Entity’s Historic Fire Cost Average and Participation Commitment.
4. If the Participating Entity does not intend to initiate a Cost Recovery Action under Section IX(1), the Participating Entity shall immediately notify FFSL.
5. FFSL may initiate a Cost Recovery Action at any time, including when Delegation of Fire Management Authority has occurred and upon notice by the Participating Entity under Section IX(4).

X. Probation Status.

1. At the end of each calendar year, FFSL shall review the Participating Entity’s compliance with the terms of this Agreement.
2. If the Participating Entity is found to be in noncompliance, FFSL shall place the Participating Entity on “Probation Status” and provide the Participating Entity with a “Probation Notice” including:
 - a. Notice of the Probation Status;
 - b. The reason for the Probation Status;
 - c. The action(s) the Participating Entity must take to remedy the Probation Status; and
 - d. The time frame within which the Probation Status may be remedied.
3. If the reason for the Probation Status is the Participating Entity’s failure to fulfill its Participation Commitment for the previous calendar year:
 - a. The Participating Entity shall fulfill its Participation Commitment for the previous year and its Participation Commitment for the current calendar year within the Probation Notice time frame;
 - b. FFSL shall credit the Participating Entity’s Participation Commitment expenditures and actions toward the Participating Entity’s outstanding obligation before it may credit the expenditures and actions toward the current obligation;
 - c. FFSL may, based on evidence of a good faith effort to comply with Section X(3)(a) and at the sole discretion of FFSL, extend the Probation Notice time frame if the underlying noncompliance is not timely remedied; and

- d. FFSL shall lift the Probation Status if the underlying noncompliance is remedied within the Probation Notice time frame.
4. If the reason for the Probation Status is the Participating Entity's noncompliance with one or more terms of this Agreement, apart from a failure to fulfill its Participation Commitment:
 - a. The Participating Entity shall remedy the underlying noncompliance that led to the Probation Status within the Probation Notice time frame.
 - b. FFSL shall lift the Probation Status if the underlying noncompliance is remedied within the Probation Notice time frame.
 - c. FFSL may, pursuant to Section XI, revoke this Agreement if the underlying noncompliance is not remedied within the Probation Notice time frame.
5. For the duration of the Probation Status, this Agreement remains valid.
6. FFSL may, pursuant to Section XI, revoke this Agreement if the underlying noncompliance is not remedied within the Probation Notice time frame.

XI. Revocation.

1. FFSL may revoke this Agreement by providing written notice to the Participating Entity more than forty-five (45) days from the start or end of the statutory fire season, as defined in Utah Code 65A-8-211.
2. If the Participating Entity signed and returned the Annual Participation Commitment Statement to FFSL, a revocation by FFSL shall be effective in the calendar year following the year the Annual Participation Commitment Statement was signed and returned.
3. The Participating Entity may revoke this Agreement by:
 - a. Providing written notice to FFSL of its intent to revoke this Agreement; or
 - b. By failing to sign and return the Annual Participation Commitment Statement to FFSL, unless a written extension for return has been granted by FFSL.
4. Any revocation of this Agreement is considered a termination of the Agreement.
5. If either FFSL or the Participating Entity revokes this Agreement, the Participating Entity may only enter into a new CWS cooperative agreement with FFSL if the Participating Entity meets the requirements under Utah Administrative Code R652-121-600 and the Participating Entity pays FFSL all outstanding wildfire suppression costs in full.
6. If FFSL revokes this Agreement after the Participating Entity was placed on Probation Status, the Participating Entity shall be responsible for all costs of wildfire suppression incurred by FFSL within the Participating Entity's jurisdiction from the date of the Probation Notice to the revocation of this Agreement.

7. A revocation of this Agreement by FFSL may be informally appealed to the State Forester within thirty (30) days of the notice of revocation being provided.

XII. Renewal, Amendment, and Compliance with Applicable Laws.

1. If neither FFSL nor the Participating Entity revoke this Agreement under Section XI, this Agreement may renew for a consecutive five (5) year term.
2. There is no limit to the number of terms this Agreement may renew for.
3. The terms of this Agreement may be amended at any time by the written agreement of both Parties.
4. The terms of this Agreement shall be subject to and, at the end of each five (5) year term, amended as necessary to comply with Utah Code Title 65A and Utah Admin. Code R652.
5. This Agreement is made pursuant to the provisions of all applicable laws and subject to the rules and regulations of the departments and agencies of the State of Utah presently in effect and to such laws, rules, and regulations as may be hereafter promulgated.

XIII. Community Wildfire Preparedness Plan.

1. The Participating Entity shall adopt a Community Wildfire Preparedness Plan ("CWPP") or, subject to FFSL's approval, equivalent wildland fire preparedness plan. The Participating Entity shall update the CWPP or equivalent wildland fire preparedness plan within five (5) years of the Effective Date of this Agreement.
2. The Participating Entity shall implement prevention, preparedness, and mitigation actions identified in its CWPP.

XIV. Wildland Urban Interface.

1. The Participating Entity shall comply with all statutes, regulations, policies, and other requirements relating to wildland urban interface property, including those requirements agreed to by the Parties in the Wildland Urban Interface Agreement. *See Exhibit B.*

XV. Miscellaneous.

1. This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
2. At all times during this Agreement, the Participating Entity shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
3. The Participating Entity shall be fully liable for the actions of its agents, employees, officers, and partners and shall fully indemnify, defend, and save

harmless FFSL and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of the Participating Entity's performance of this Agreement to the extent caused by any intentional wrongful act or negligence of the Participating Entity, its agents, employees, officers, or partners, without limitation; provided, however, the Participating Entity shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of FFSL. In the event there is a conflict between this provision and Utah Code § 65A-8-216 or other provisions of State law, State law shall govern. The Parties are governmental entities under the Utah Governmental Immunity Act (the "Immunity Act"). Nothing contained herein shall be construed in any way to modify the limits of liability set forth in the Immunity Act or the basis for liability as established in the Immunity Act. Nothing contained herein shall be construed as a waiver by any Party of any defenses or limits of liability available under the Immunity Act and other applicable law. The Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

4. The Participating Entity agrees to abide by the following federal and State employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits 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; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. The Participating Entity further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of the Participating Entity's employees.
5. The Participating Entity may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of FFSL.
6. A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege. No waiver of any term of this Agreement is valid unless in writing.
7. The invalidity or unenforceability of any provision, term, or condition of this Agreement shall not affect the validity or enforceability of any other provision, term, or condition of this Agreement, which shall remain in full force and effect.
8. This Agreement constitutes the entire agreement between the Parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

9. In the event of any conflict or disagreement between this Agreement and any applicable statute or regulation, the statute or regulation shall control.

UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS

_____	_____	_____
FFSL Area Manager Signature	Name	Date

_____	_____	_____
State Forester/Division Director Signature	Name	Date

PARTICIPATING ENTITY

_____	_____	_____
Chief Executive Signature	Name	Date

APPROVED AS TO FORM
UTAH ATTORNEY GENERAL’S OFFICE

 <u>Connor Arrington (Sep 4, 2025 09:42:23 MDT)</u>	<u>Connor Arrington</u>	<u>09/04/2025</u>
Assistant Attorney General Signature	Name	Date

EMIGRATION CANYON CITY COUNCIL

ORDINANCE # 2026-O-06

DATE: June 16, 2026

**AN ORDINANCE ADOPTING THE CITY OF EMIGRATION CANYON'S 2026-2027
FISCAL YEAR BUDGET**

RECITALS

WHEREAS, The City of Emigration Canyon ("**Emigration Canyon**") is a municipality and political subdivision of the state of Utah; and

WHEREAS, Utah Code § 10-6-105 requires Emigration Canyon to operate on a fiscal year beginning on July 1 and ending on June 30 of each year for budgeting purposes; and

WHEREAS, on May 19, 2026, the Emigration Canyon City Council ("**Council**") adopted a tentative budget for the 2026-2027 fiscal year and scheduled a public hearing on June 16, 2026, to solicit public comment on the same; and

WHEREAS, after providing notice of the public hearing pursuant to Utah Code § 10-6-113 and holding the public hearing pursuant to Utah Code § 10-6-114, the Council desires to adopt the 2026-2027 fiscal year budget.

NOW, THEREFORE, BE IT ORDAINED by the Emigration Canyon City Council that:

1. Pursuant to Utah Code § 10-6-118, the Council adopts and certifies the attached budget as the final Emigration Canyon budget for the 2026-2027 fiscal year.
2. Emigration Canyon staff are authorized and directed to file a certified copy of the final budget with the Utah State Auditor within thirty (30) days of the date of this ordinance.
3. Emigration Canyon staff shall file a certified copy of the final budget with the Emigration Canyon City Recorder and such budget shall be made available to the public pursuant to Utah Code § 10-6-119.
4. This ordinance shall take effect as soon as it is posted pursuant to Utah Code §10-3-711, deposited, and recorded in the office of the Emigration Canyon City Recorder.

[execution on following page]

ADOPTED AND APPROVED at a duly called meeting of the Emigration Canyon City Council on this 16th day of June 2026.

CITY OF EMIGRATION CANYON:

By: David Brems, Mayor

Date: _____

ATTEST:

Diana Baun, Recorder

VOTING:

Mayor Brems	voting _____
Council Member Griffith	voting _____
Council Member Harris	voting _____
Council Member Hawkes	voting _____
Council Member Pinon	voting _____

(Complete as Applicable)

Date ordinance summary was posted to the Utah Public Notice website, and in a public place within Emigration Canyon per Utah Code §10-3-711: _____

Effective date of ordinance: _____

**SUMMARY OF
CITY OF EMIGRATION CANYON
ORDINANCE NO. 2026-O-06**

On June 16, 2026, the Emigration Canyon City Council enacted Ordinance No. 2026-O-06 to adopt Emigration Canyon’s budget for the 2026-2027 fiscal year, which will take effect on July 1, 2026.

CITY OF EMIGRATION CANYON:

By: David Brems, Mayor
Date: _____

ATTEST:

Diana Baun, Recorder

VOTING:

Mayor Brems	voting _____
Council Member Griffith	voting _____
Council Member Harris	voting _____
Council Member Hawkes	voting _____
Council Member Pinon	voting _____

A complete copy of Ordinance No. 2026-O-06 is available in the office of the Emigration Canyon City Recorder, 860 Levoy Dr., Suite 300, Taylorsville, Utah, 84123.

Emigration Canyon - Fund 40

	FY2025 Actual	FY2026 Budget	FY2027 Budget	Budget Notes
Change In Net Position				
Revenue:				
Sales Taxes				
3100.300 Sales Tax	325,066	320,000	325,000	
Total Sales Taxes	325,066	320,000	325,000	
SB 136 Sales Tax				
3100.350 SB 136 Sales Tax	30,750	32,000	33,000	
Total SB 136 Sales Tax	30,750	32,000	33,000	
Total Taxes	355,815	352,000	358,000	
Intergovernmental revenue				
Road Funds				
3100.560 B&C Road Fund Allotment	116,317	120,000	120,000	
3100.562 County Public Transit Tax	251	0	12,000	
Total Road Funds	116,567	120,000	132,000	
Total Intergovernmental revenue	116,567	120,000	132,000	
Licenses and permits				
Business licenses				
3100.130 Business Licenses	2,600	2,000	3,000	
Total Business licenses	2,600	2,000	3,000	
Building permits				
3100.260 Building Permit	49,876	75,000	50,000	
Total Building permits	49,876	75,000	50,000	
Total Licenses and permits	52,476	77,000	53,000	
Charges for services				
Charges other				

3100.420 Engineering Services	14,598	0	15,000
3100.450 Planning Services	12,017	15,000	15,000
Total Charges other	26,615	15,000	30,000
Storm drain fee			
3100.435 Stormwater Fines - for Educational and Outreach	0	0	0
Total Storm drain fee	0	0	0
Total Charges for services	26,615	15,000	30,000
Fines and forfeitures			
Justice court fines/forfeitures			
3100.500 Justice Court Fines/Forfeitures	10,648	6,000	18,000
Total Justice court fines/forfeitures	10,648	6,000	18,000
Total Fines and forfeitures	10,648	6,000	18,000
Miscellaneous revenue			
Interest			
3600.100 Interest Earnings	12,059	7,000	15,000
Total Interest	12,059	7,000	15,000
Miscellaneous other			
3600.902 Other Revenue - Declaration of Candidate fee	250	0	0
Total Miscellaneous other	250	0	0
Total Miscellaneous revenue	12,309	7,000	15,000
Contributions and transfers			
3800.100 Contribution from GF	242,111	257,235	313,400
Total Contributions and transfers	242,111	257,235	313,400
Total Revenue:	816,542	834,235	919,400
Expenditures:			
Administration			
4100.100 Wages	66,000	87,200	84,000 Monthly - \$2,000 Mayor; \$1,250 council members
4100.150 Social Security Tax	4,092	5,450	5,500 Wages * .062

4100.160 Medicare	957	1,275	1,250 Wages * .0145
4100.200 Awards, Promotional & Meals	192	250	250
4100.210 Subscriptions/Memberships	25	2,000	2,000 ULCT memberships
4100.220 Printing/Publications/Advertising	0	3,000	3,000 Informational flyers and mailers
4100.230 Travel/Mileage	0	2,000	2,000
4100.240 Office Expense and Supplies	65	1,000	500
4100.255 Computer Equip/Software	0	3,000	3,000 Replacement laptops or tablets for council members
4100.280 Cell phone and Telephone	223	6,000	6,000 Cellphone
4100.310 Attorney-Civil	39,420	40,000	60,000 Civil Attorney
4100.320 Attorney - Land Use	0	10,000	0 Land Attorney
4100.330 Training and Seminars	145	1,000	2,000 Council member trainings and seminars New city webpage. \$5,000 a year with CivicPlus for a template website. If they want a fully designed website there is an additional \$5,000 one-time charge for that.
4100.360 Web Page Development/Maintenance	1,986	5,000	6,000 Inmotion webhosting, Onsolve CodeRed, Adobe, Google G-Suite, Wix
4100.370 Software/Streaming	5,740	2,500	6,000
4100.390 Payroll Processing Fees	857	1,000	2,400 \$200 per month
4100.420 Contributions/Special Events	0	8,000	5,000 Educational Outreach, firewise event
4100.430 City Elections and Voting	0	0	0 Current estimate is \$8,400 general liability and \$1,200 for property/cyber/crime
4100.510 Insurance	10,126	19,000	12,000
4100.520 Workers Comp Insurance	-64	3,000	1,000 Current estimate is \$700
4100.590 Postage	730	500	1,000 \$6,000 for Planning Commission @ \$100 per meeting; \$25,000 Community Center; \$15,000 for facilitators; \$500 for Well-being Survey hosted by Utah State University; other professional services, 18k UFA for wildfire management
4100.600 Professional and Technical	0	20,000	64,500
4100.625 UFA Emergency Services	0	12,000	12,000
4100.627 Restroom Maintenance	6,050	12,000	7,500 Restroom cleaning
4100.635 Election Support Services	0	11,060	0
4100.871 Utilities	466	1,000	1,500 Water and Trash
4100.880 Non-Classified Expenses	0	0	25,000 Signs trailer fix and new one
Total Administration	137,009	257,235	313,400

Building-Related Expenses

Building-Related (Wages, Administration, IT, Engineering Development, Surveyor, Storm Drain Maintenance, etc.)

220,589

Total Building-Related Expenses	0	0	220,589
Transfers			
4100.928 Contribution to General Fund	574,226	577,000	385,411
4100.932 Contribution to Restricted Capital Fund		0	0
48450.001 Operational Transfers out	207	0	
Total Transfers	574,433	577,000	385,411
Total Expenditures:	711,442	834,235	919,400
Total Change In Net Position	105,100	0	0

Emigration Canyon Community Council - Fund 43



Change In Net Position

Revenue:

3100.870 Donations

3800.900 Beginning Fund Balance Appropriation

Total Revenue

Expenditures:

Administration

4100.200 Awards, Promotional & Meals

Total Administration

Total Expenditures:

Total Change In Net Position

Contribution from fund balance

FY2025 Actual	FY2026 Budget	FY2027 Budget	Budget Notes
0			
0			
0	0	0	
627	1,000	1,168	
627	1,000	1,168	
627	1,000	1,168	
-627	-1,000	-1,168	

EMIGRATION CANYON

MET expenses

4100.242 CARES2 Expense	36,702	0	60,736
Total COVID Related Expenses	36,702	0	60,736
Total Expenditures:	36,702	0	60,736
Total Change In Net Position	0	0	0
Contribution to Fund Balance	6,832	2,500	61,000

Diana Baun

From: Michelle Henrie <michelle@mhenrie.com>
Sent: Monday, June 1, 2026 6:58 PM
To: rpinon@emigration.utah.gov
Cc: dbrems@emigration.utah.gov; jhawkes@emigration.utah.gov; ngriffith; Diana Baun; charris@emigration.utah.gov
Subject: Emigration Canyon Healthy Community and Road Noise
Attachments: Road Noise and Emigration Township.pptx

Dear Councilor Pinon,

Thank you for leading the discussion about the Healthy Utah Community designation through Get Healthy Utah and the Utah League of Cities and Towns.

I attach a presentation on motorcycle noise in Emigration Canyon that was prepared by Dr. Kirtly Jones with calibrated decibel measurements back in 2021. The data shows that residents experience more than 100 noise events exceeding 80 decibels on a typical day, with peak motorcycle noise reaching 106 to 110 decibels. The presentation also documents the air quality burden from motorcycle emissions, which compounds the health impact. Since 2021, I personally have seen a rise in loud cars—not just motorcycles. I think the problem has magnified.

The Healthy Utah Community program recognizes cities that implement evidence-based strategies to improve community health. Noise pollution is a well-documented public health issue, linked to cardiovascular stress, sleep disruption, and reduced quality of life, and it is one where Emigration Canyon has both a clear need and an opportunity to lead. Tackling noise as the centerpiece of an application would allow the City to address a longstanding resident concern through a framework that brings recognition, resources, and structure to the effort.

If you choose to pursue a Healthy Utah Community designation based on and targeted to noise pollution, I would be glad to participate in or lead the application effort. If the choice is made to go a different direction, I respect that decision but probably would not be the right fit. In any event, I am glad to share Dr. Jones' presentation with you showing that noise is not just annoying, it negatively affects our community's health.

Best regards,

Michelle Henrie
5696 E Emigration Canyon Rd.

Motorcycle Road Noise and Emigration Township



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Loud Noise: The Not-So-Silent Killer Is Back

The fading of the pandemic means the return of ear-piercing sounds and related health issues

by Kimberly Rae Miller, **AARP**, July 8, 2021 | Comments: 0



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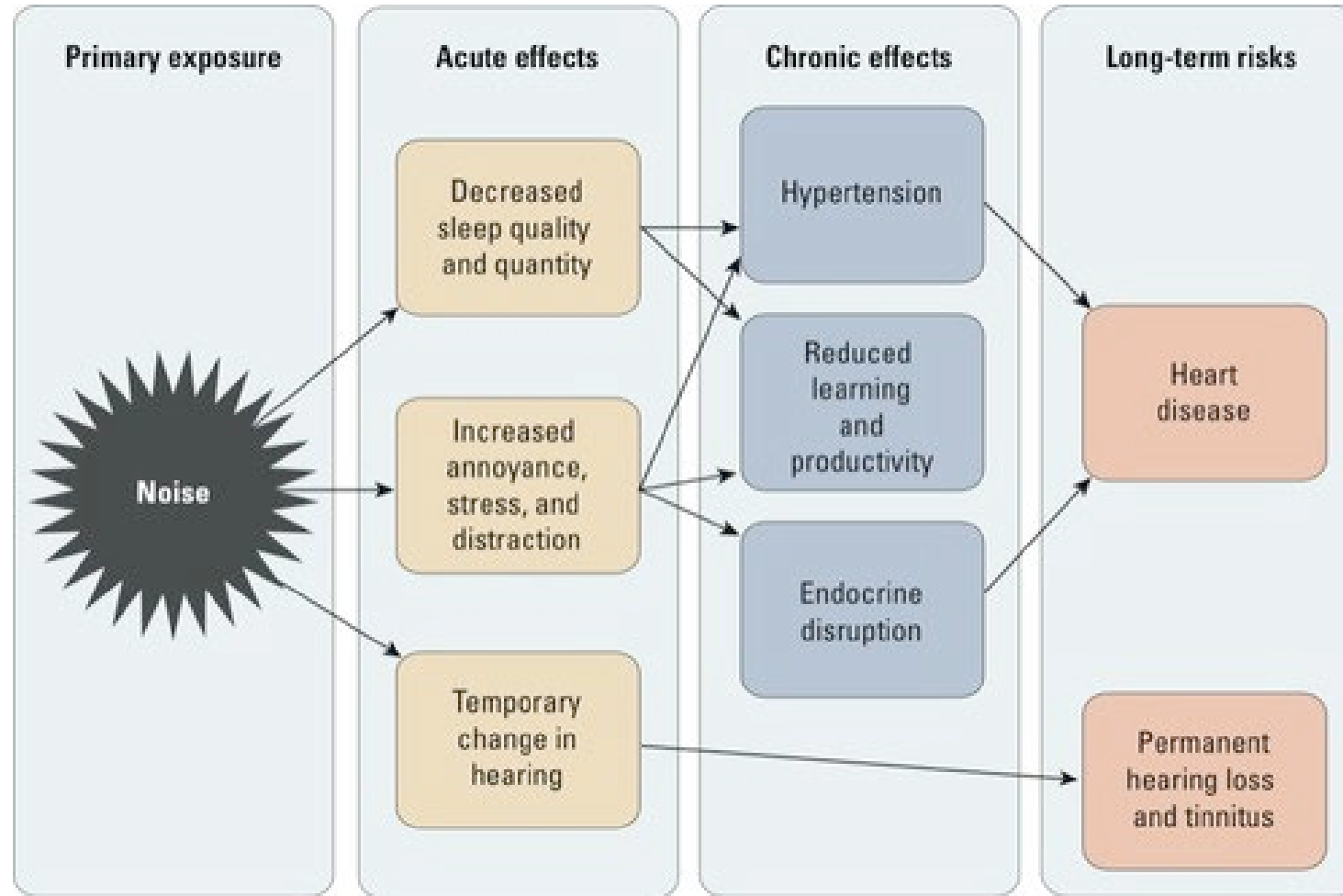
TRY IT RISK FREE >

AARP

Hearing Care Program
provided by  HearUSA

Also on AARP

Environmental Noise Pollution in the United States: Developing an Effective Public Health Response



Noise Control Act 1972

- “In the 1970s, EPA coordinated all federal noise control activities through its Office of Noise Abatement and Control. EPA phased out the office's funding in 1982 as part of a shift in federal noise control policy to transfer the primary responsibility of regulating noise to state and local governments. However, the Noise Control Act of 1972 and the Quiet Communities Act of 1978 were never rescinded by Congress and remain in effect today, although they are essentially unfunded”
- <https://www.epa.gov/history/epa-history-noise-and-noise-control-act>

Salt Lake County Noise Control Ordinance

- Motor Vehicles:
- (i) No person may operate or use, nor may any person cause, allow, permit, or fail to control the operation or use of any motor vehicle:
 - a. Without a noise control system that meets the original specifications installed by the manufacturer;
 - b. Unless the noise control system is in constant operation and free of defects that affect sound reduction;
 - c. With any cut out, bypass, or similar device which increases sound pressure levels;
 - d. When the noise control system has been modified, punctured, or rendered inoperative

Salt Lake County Noise Ordinance

Table 2

Maximum Sound Pressure Levels for Motor Vehicles
Sound Pressure Level, dBA

	Measured at a Distance of	Speed limit 40 mph or less	Speed limit over 40 mph
Any motor vehicle with a gross manufacturer's gross vehicle weight rating (GVWR) or gross combination weight rating (GCWR) of 10,000 pounds or more or any combination of vehicles towed by such motor vehicle	25 ft.	88 dBA	94 dBA
Any other motor vehicle and any combination of motor vehicles towed by such motor vehicle	25 ft.	80 dBA	84 dBA

July 3, 2021 1:17 PM
Salt Lake City
United States



2021 7-3 noise ordinance enforced_ (9)

0:00:02 0:00:13

Speaker icon, Chat icon, 10s, Play, 30s, Edit, Download, Share, More

←

Sound level

120

104.7 dB(A)

LAeq: 90.0 dB(A)

Max: 104.7 dB(A)

Min: 61.1 dB(A)

 SmarterNoise

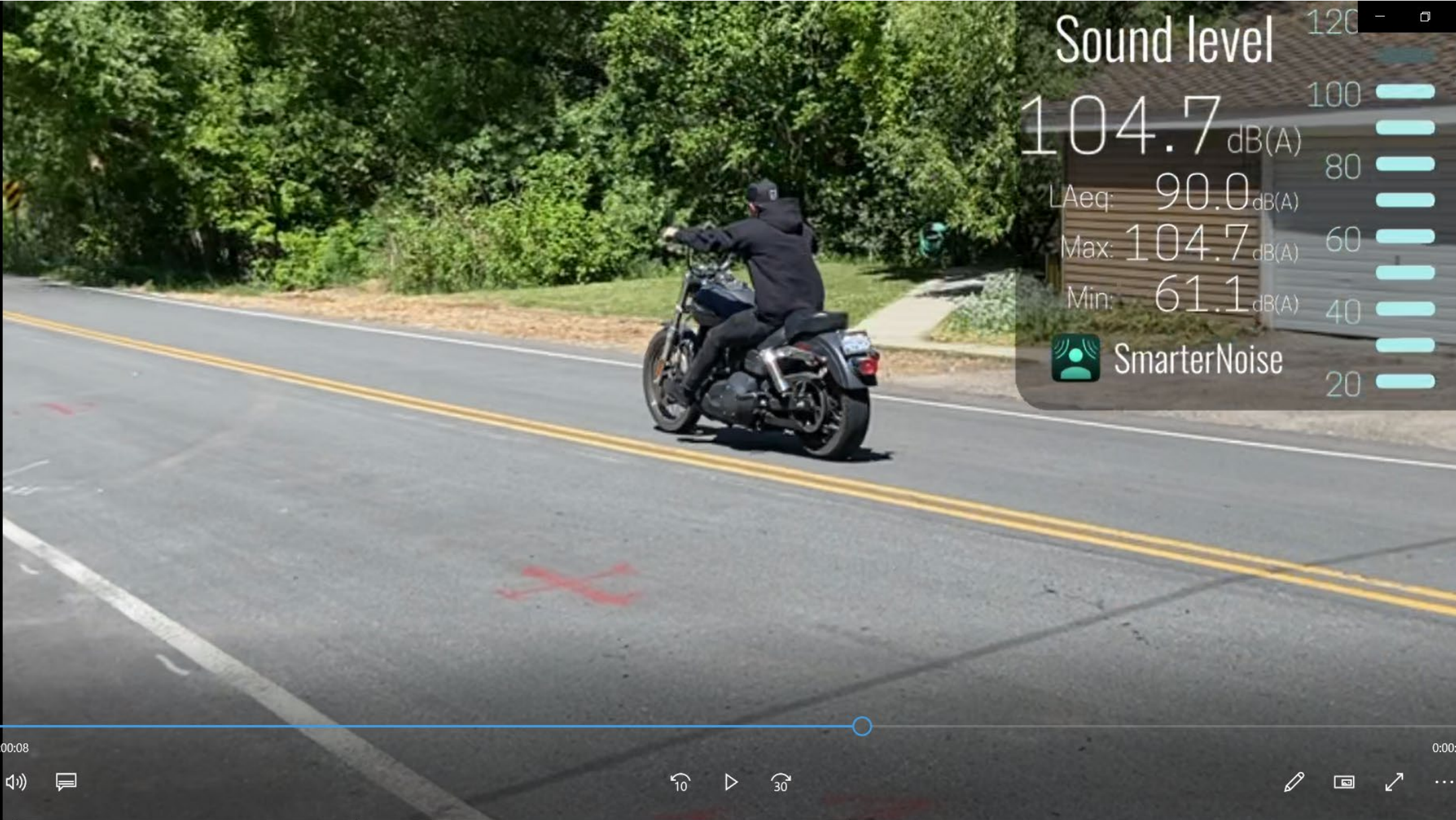
100

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🟡 83°F Sunny

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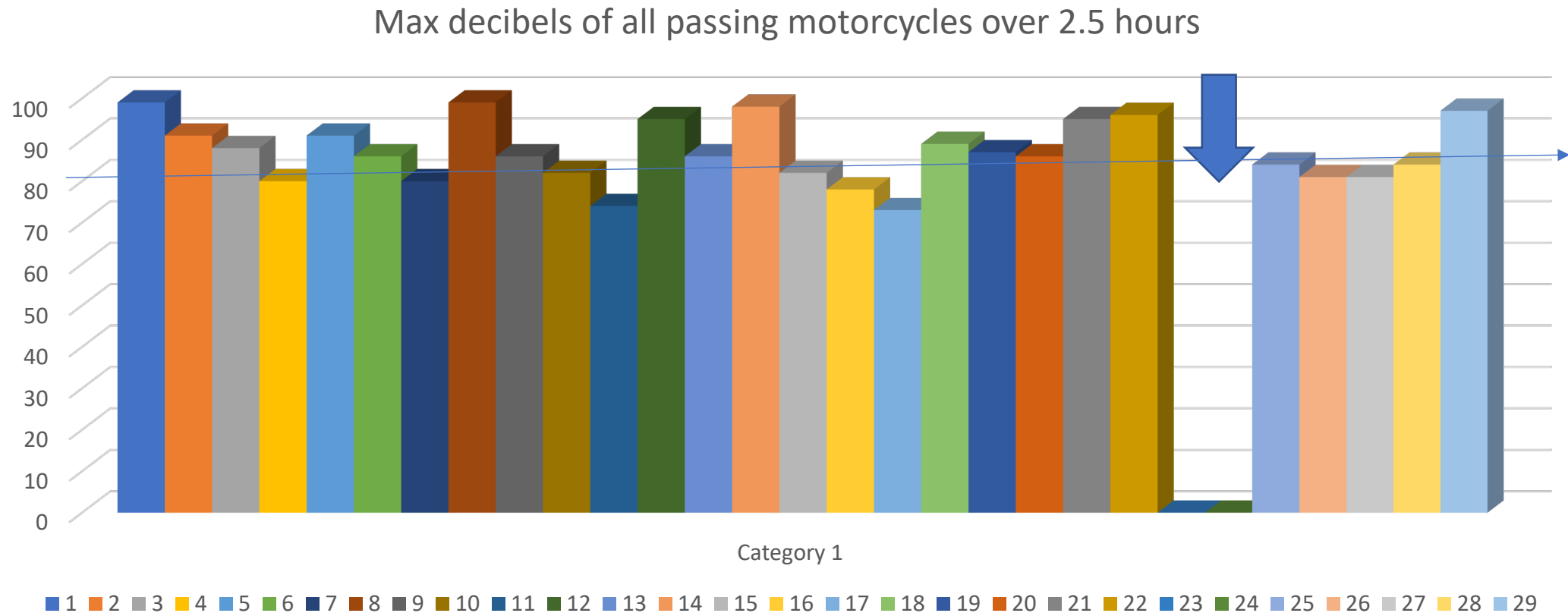


4:59 PM

7/26/2021



Lower Emigration Canyon 7/11/21 0930-1157



Arrow indicates 20 minute conversation with concerned motorcyclist about documentation of decibels during which we often couldn't hear each other because of passing motorcycle noise. Motorcycles during this time period were not recorded by video or audio

Burden of noise pollution on Canyon Residents

- Excessive noise events over 80 decibels from motorcycles often more than 100 times a day
- Excessive noise extends into evening hours
- Excessive noise extends into night time hours
- Excessive noise affects other non resident users of the canyon including walkers, runners, and bicyclists

Burden of Noise Pollution on Canyon Residents

- In 6.5 hours of monitoring with video/db app that was calibrated to a NIOSH approved decibel meter, almost all of the events over 80db were motorcycles (over 90%)
- Not all motorcycles exceeded 80 db
- Several racing stock cars, several pickup trucks (probably with illegally modified mufflers), and several 4 wheel ATVs exceeded 80db
- Helicopter over-head logged in at 76.9db maximum

LEVELS OF NOISE

In decibels (dB)

PAINFUL & DANGEROUS		
Use hearing protection or avoid	140	• Fireworks • Gun shots • Custom car stereos (at full volume)
	130	• Jackhammers • Ambulances
UNCOMFORTABLE		
Dangerous over 30 seconds	120	• Jet planes (during take off)
VERY LOUD		
Dangerous over 30 minutes	110	• Concerts (any genre of music) • Car horns • Sporting events
	100	• Snowmobiles • MP3 players (at full volume)
	90	• Lawnmowers • Power tools • Blenders • Hair dryers
Over 85 dB for extended periods can cause permanent hearing loss.		
LOUD		
	80	• Alarm clocks
	70	• Traffic • Vacuums
MODERATE		
	60	• Normal conversation • Dishwashers
	50	• Moderate rainfall

The baseline noise level in the canyon is a quiet: 30-40 db

Peak noise levels from motor cycles was:
110db on 6/27
106db on 7/3

Hill Air Force Jets doing a relatively low flyover of the canyon:
82 DB

Burden of Air Pollution from Motorcycles on Canyon Residents

- Motorcycles with factory approved mufflers and catalytic converters emit up to 50X more pollution than current cars
- A motorcycle with factory approved muffler and catalytic converter removed emits up to 100X more pollution than current cars.
- People on the side of the road (bicyclists, runners, walkers) can smell the excess emissions from some motorcycles. This is not noted from almost any cars (personal experience KPJ).
- This adds to the pollution burden on people using our canyon road or living on our canyon road.

Options

- Decrease speed limit in the canyon to 30mph And enforce it
 - Many small towns with Utah or US roads through them required a 30 MPH speed limit – and we are a small town.
- Use temporary electronic signs to inform motorcycle riders that motorcycles creating over 80db sound and with non compliant mufflers will be ticketed and fined
- Twice a week for several hours use two sheriff's deputies to identify motorcycles in non compliance with db levels, flag them over, photograph mufflers and cycle and ticket and fine the rider.
- Join other communities in the county in calling for annual motorcycle inspection that evaluates mufflers for noise ordinance compliance

Diana Baun

From: Michelle Henrie <michelle@mhenrie.com>
Sent: Wednesday, June 3, 2026 11:39 AM
To: dbrems@emigration.utah.gov; rpinon@emigration.utah.gov;
charris@emigration.utah.gov; jhawkes@emigration.utah.gov; ngriffith; Diana Baun
Subject: FW: Emigration Canyon Road Widening Project, PIN 21203 / Objection re UDOT's FAQs
Attachments: Objection re UDOT FAQs 6.3.2026.pdf; UDOT Contract_PIN 21203 - Avenue - PE - signed.pdf

Dear Councilors,

With regard to the Emigration Canyon Road Widening Project, I want to make sure that you have the decision making authority to select (or not) whether this Project moves into Phase 2. Currently, I do not believe that you have this power based primarily on the Avenue Contract, which is attached.

Best regards,
Michelle Henrie
5696 E Emigration Canyon Road

From: Michelle Henrie <michelle@mhenrie.com>
Date: Wednesday, June 3, 2026 at 11:35 AM
To: "rstewart@utah.gov" <rstewart@utah.gov>
Cc: "Edward.Woolford@dot.gov" <Edward.Woolford@dot.gov>, "emiranda@utah.gov" <emiranda@utah.gov>, "andrew.gruber@wfrc.utah.gov" <andrew.gruber@wfrc.utah.gov>, "keithzuspan@brighton.utah.gov" <keithzuspan@brighton.utah.gov>, "seanclayton@coppertonutah.org" <seanclayton@coppertonutah.org>, "mjensen@magna.utah.gov" <mjensen@magna.utah.gov>, "jvaldez@kearns.utah.gov" <jvaldez@kearns.utah.gov>, "aperry@whitecity.utah.gov" <aperry@whitecity.utah.gov>, "dbrems@emigration.utah.gov" <dbrems@emigration.utah.gov>, "LLstringham@slco.org" <LLstringham@slco.org>, "tamecham@msd.utah.gov" <tamecham@msd.utah.gov>, "twoodland@msd.utah.gov" <twoodland@msd.utah.gov>, "mahoward@msd.utah.gov" <mahoward@msd.utah.gov>
Subject: Emigration Canyon Road Widening Project, PIN 21203 / Objection re UDOT's FAQs

Dear Mr. Stewart,

Attached please find an objection to the Frequently Asked Questions page, udotinput.utah.gov/emigrationcanyon, relating to the Emigration Canyon Road Widening Project, PIN 21203, Project No. F-2292(2)12. I believe that the public should be able to rely on accurate public disclosures in order to participate meaningfully in the planning and environmental review process, and I do not believe that the Frequently Asked Questions page is accurate with regard to several issues. I ask that UDOT take a second look and make sure that there is alignment between the Frequently Asked Questions page and the contracts governing this Project.

Thank you for your consideration.

Best regards,

Michelle Henrie
5696 E Emigration Canyon Road



June 3, 2026

Robert Stewart, Region Director
UDOT Region 2
2010 South 2760 West
Salt Lake City, UT 84104

Via Email only to rstewart@utah.gov

Re: Frequently Asked Questions page published by UDOT with regard to the Emigration Canyon Road Widening Project, PIN 21203, Project No. F-2292(2)12 at udotinput.utah.gov/emigrationcanyon

Dear Mr. Stewart,

I am among approximately seventy residents and property owners in Emigration Canyon who are directly affected by the Emigration Canyon Road Widening Project, PIN 21203, Project No. F-2292(2)12 (the "Project"). I believe that the public should be able to rely on accurate public disclosures in order to participate meaningfully in the planning and environmental review process. I further believe that Utah Department of Transportation's ("UDOT's") public-facing Frequently Asked Questions page about the Project, udotinput.utah.gov/emigrationcanyon (the "FAQs"), does not accurately reflect the Project contracts. Contracts are binding, FAQs are not. Unless and until the legal structure governing the Project is aligned with UDOT's FAQs, the representations contained therein are a "wish list" at best, and misleading at worst. A copy of the FAQs, posted on or before May 29, 2026, is attached as Exhibit A.

I have reviewed two executed contracts governing the Project:

- (a) The Federal Aid Agreement, Agreement No. 258661, executed December 6, 2024, between UDOT and the Greater Salt Lake Municipal Services District ("MSD"), designating MSD as the Local Agency (the "Federal Aid Agreement").
- (b) The Preconstruction Engineering contract between MSD, as Local Authority, and Avenue Consultants, Inc. ("Avenue Consultants"), Contract No. 268557, Effective Date February 12, 2026 (the "Avenue Contract").

I acknowledge that I don't know what I don't know, and there may be contracts or amendments addressing some or all of the below issues. If so, I would appreciate receiving copies and applaud you all for doing the right thing. Absent additional contracts or amendments, please be advised of the following discrepancies that stand in the way of me believing the FAQs are anything but a misleading attempt to pacify the public into inaction.

A. PHASE 2 DECISION-MAKING AUTHORITY. The FAQs state: “The MSD and the City will decide whether to proceed to Phase 2.” It is unclear how anyone can claim this right for Emigration Canyon City. Emigration Canyon City is not a party to, nor a signatory of, either the Federal Aid Agreement or the Avenue Contract. Both contracts identify the “Local Agency” or “Local Authority” solely as MSD. Emigration Canyon City has zero contractual rights under the Federal Aid Agreement. Emigration Canyon City has zero contractual rights under the Avenue Contract. In fact, Section 47 of the Avenue Contract explicitly states that no one other than the named parties (MSD, Avenue, UDOT) has any rights under the contract. Emigration Canyon City holds no contractual decision-making authority regarding Phase 2 under either agreement. The FAQs do not confer any rights. Without a source of enforceable authority for this claim, the FAQs are a misrepresentation on this point.

Section III.A.4.d of the Federal Aid Agreement requires “Coordination of details, decisions and impacts with the local jurisdiction's community councils, commissions, legal counsel, department heads, political leads, engineering and public works departments, etc.” While this provision imposes a coordination obligation on MSD, it does not confer any approval authority, veto power, or decision right upon Emigration Canyon City. Further, even though it would be nice to believe that MSD will do what Emigration Canyon City desires, MSD is an independent special district governed by its own board of trustees and Emigration Canyon City holds one vote on that board - a vote that is weighted in the minority.

Less inflammatory, but technically unsupported, is the FAQ representation that the City “applied for the grant.” A Salt Lake County staffer applied for the grant. Emigration Canyon’s Mayor wrote a support letter dated December 1, 2022, but a review of the agenda for the Emigration Canyon Town Council meetings in November and December 2022 show no corresponding agenda item, no discussion, no vote by the Town Council - merely a report by the Mayor on December 20, 2022 that “He signed two letters of intent for potential grants, one is for widening the road and the other is for a rock retaining walls [sic].” Similarly, calling Emigration Canyon City the “project owner” in the FAQs is unsupported. Emigration Canyon City has no Notice to Proceed (NTP) authority, no pay approval authority, no termination right, no deliverable approval authority, and no contractual decision gate at any milestone.

The FAQs’ representation that the Emigration Canyon City “will decide” whether to proceed has no basis in these contracts. Constituents who believe their City Council will have a final say may reserve their comments and concerns for a vote that will never occur or a venue that is irrelevant. While it would be preferable that the Project’s governing documents are amended to explicitly grant Emigration Canyon City the right to decide whether to proceed to Phase 2, at this point in time, these contracts do not say that the City Council has the right to decide whether to proceed to Phase 2 and are in contradiction to the FAQs.

B. PROJECT SCOPE DISCREPANCIES. The FAQs and the executed contracts present materially inconsistent descriptions of the Project's scope.

For example, Federal Aid Agreement, Section I, describes the Project as a “roadway widening project,” specifically: “The typical road section would be 32’ of paved travel space with an 11’ travel lane and 5’ bike lane/shoulder on either side with a 2’ buffer to a guardrail before a 2:1 max side slope.”

Similarly, Project scope is addressed in the “Assumptions,” which are part of Attachment C, “Services Provided by the Consultant” in the Avenue Contract. Attachment C is not advisory. It is one of the contract's core operative documents. For example, the contract can be terminated for failure to fulfill obligations “as set forth with the provisions of this contract and in particular with Attachment C, ‘Services Provided by the CONSULTANT.’” (Contract Sec. 33(b)). Avenue's fixed fee profit is payable only upon “satisfactorily completed the services in ATTACHMENT C.” (Att. D, Sec. 1(e)). The Assumptions are non-negotiable design elements that Avenue must incorporate in their design. Until a written modification is executed, the Assumptions govern. Avenue is contractually obligated to design within them and contractually prohibited from spending time and budget outside them. The General Assumptions include the following: “The project is assumed to widen the roadway to accommodate 32’ of paved travel space that allows for 2-11’ travel lanes, 2-5’ bike lanes. An additional 2’ shy to guardrails and retaining walls will be included as required.” (Contract, p. 24). Further, Roadway Design Assumptions include “Roadway widening will be needed” (Contract, p. 25).

By contrast, the FAQs list improvements only as “Bike lanes,” “Barrier/guardrail improvements,” “Hillside stabilization,” and “Drainage improvements.” The words “32 feet,” “widening,” and “road widening” appear nowhere in the FAQs. Yet, the contracted scope of work is a roadway widening project that includes bike lane shoulders as one component of a wider 32’ cross-section. The contracted scope of work - stated in both binding contracts - is to widen the road to 32’, but this fact is withheld from the public-facing FAQs. A person reading the FAQs would reasonably conclude that this is a bike lane striping and guardrail project, not a project with curve realignment, retaining walls, slope stabilization, and road widening into the claimed right-of-way currently being used by adjacent homeowners.

While it would be preferable that the Project’s governing documents did not scope the design team’s work to deliver 32’ of widened road with two 5’ bike lanes, at this point in time, the design team has been contracted to design something with specifically dictated dimensions. If Avenue delivers a design that kept the road at its current width, it would be delivering something outside its contracted scope. MSD or UDOT could reject the deliverable, withhold payment, or declare a breach under the contract's progress and remedies provisions. It’s laughable to expect a consultant to perform differently than what’s been directed by contract. If Avenue is now being asked to design a different scope, then its work contract must be amended to align.

Similarly misleading, the FAQs state, “We do not know if or what right-of-way will be impacted.” Yet the Avenue Contract tells the design team to assume that (i) “Roadway widening will be needed” (Roadway Design Assumptions, Contract p. 25) and (b) it can “Utilize 1917 66 ft. Prescriptive Roadway ROW Easement to determine ROW. Assume 33 ft. offset from centerline of Emigration Canyon Road” (ROW Assumptions, Contract, referenced three times on p. 35, see also pp. 26, 34, 46, and 54). Stated differently, UDOT knows full well by now that right-of-way will be impacted. It is impossible to widen a 25’ road (as Avenue has been directed to do) without impacting the claimed 1917 prescriptive easement purportedly constituting right-of-way. This right-of-way has been used by adjacent homeowners—and not for highway purposes—for ninety years. A person reading the FAQs might reasonably conclude that right-of-way will not be impacted. Indeed, everyone would prefer this to be true. Yet it is inconsistent for there to be a contractual assumption that

“Roadway widening will be needed” while also making a public representation that the team does not know whether right-of-way will be impacted. If the FAQs representations are true, the contracts need to be amended. If the contracts stand as they currently are, the FAQs are not in alignment, are misleading, and arguably appear to be calculated to minimize public input.

C. ENVIRONMENTAL REVIEW SCOPE DISCREPANCIES. The FAQs suggest to the public that the project team will study a comprehensive list of environmental resource categories during the NEPA review process. The Avenue Contract, however, contains specific deliverables (Activity 2E1 and related activities) for only a subset of those categories. The following resource categories are listed on the FAQs but have no corresponding budget line item, task, or deliverable in the Avenue Contract:

- Noise
- Air Quality
- Prime, Unique, Statewide or Locally Important Farmland
- Visual Impacts
- Social/Economic Impacts
- Construction Impacts
- Energy
- Wild/Scenic Rivers
- Ecology (as standalone category)
- Section 4(f) Properties
- Relocations under the Uniform Relocation Act
- Land Use/Urban Policy

The absence of scoped deliverables for twelve resource categories suggests that these categories will receive only a conclusory “no impact” determination without any real supporting analysis. This is a missed opportunity given that several of these categories represent serious problems in Emigration Canyon and merit more than a cursory check-the-box analysis. It is misleading to suggest to the public that each of these twelve resource categories identified above will receive genuine, documented evaluation, supported by qualified analysis.

D. RECOMMENDATION. Based on the discrepancies discussed above, UDOT and MSD would be wise to take the following corrective actions: Within ten calendar days of the date of this letter, amend the Federal Aid Agreement and the Avenue Contract, as applicable, to align with the FAQs or remove the FAQs.

Each day that passes without corrections to the contracts compounds the problem. The public participation process required by NEPA is only as meaningful as the information provided to the public. UDOT has described a contractually predetermined road widening project as an open-ended “environmental study,” downplayed anticipated right-of-way impacts as unknown, omitted the project's 32-foot cross-section from its public materials, and promised a City Council decision right that does not now exist in any binding document. Doing so does not merely mischaracterize the project, it shapes who participates, what they say, and what they fail to challenge. Residents who believe this is a modest safety study may not comment at all. Residents who believe their City Council will have a final say may reserve their concerns for a vote that will never occur. Residents who are told right-of-way impacts

are being “strived to avoid” may not retain counsel or obtain appraisals. In each case, the gap between UDOT's public narrative and the obligations in its own contracts does not just misinform the community, it suppresses the substantive, informed public participation that NEPA requires. By this letter, I ask UDOT to describe the Project honestly. If the contracts reflect UDOT's actual intent, then the FAQs must be revised to match so the public can engage with the project as it actually exists. If the FAQs reflect UDOT's actual intent, then the contracts must be amended to match so the community protections promised to residents are legally enforceable. UDOT cannot maintain both versions simultaneously and claim that the public comment process was conducted in good faith.

Respectfully submitted,



Michelle Henrie
5696 E Emigration Canyon Rd
Salt Lake City (Emigration Canyon City), UT 84108
michelle@mhenrie.com

Cc (via email):

- Edward Woolford, Division Administrator, Federal Highway Administration, Utah Division (Edward.Woolford@dot.gov)
- Eduardo Miranda, UDOT Project Manager (emiranda@utah.gov)
- Robert Gruber, Executive Director, Wasatch Front Regional Council (andrew.gruber@wfrc.utah.gov)
- Greater Salt Lake Municipal Services District Board of Trustees (all members and key staff) (keithzuspan@brighton.utah.gov; seanclayton@coppertonutah.org; mjensen@magna.utah.gov; jvaldez@kearns.utah.gov; aperry@whitecity.utah.gov; dbrems@emigration.utah.gov; LLstringham@slco.org; tamecham@msd.utah.gov; twoodland@msd.utah.gov; mahoward@msd.utah.gov)
- Emigration Canyon City Council (all members, with Avenue Contract enclosed) (dbrems@emigration.utah.gov; rpinon@emigration.utah.gov; charris@emigration.utah.gov; jhawkes@emigration.utah.gov; ngriffith@emigration.utah.gov; Dbaur@msd.utah.gov)



EXHIBIT A

UDOT Input >

Emigration Canyon | 5700 E. to Pinecrest Canyon Rd. | Improved



- Overview
- Materials & Documents
- Public Hearings & Comments
- FAQs

Frequently Asked Questions

Why is this project being done and how is it being funded?



City of Emigration Canyon (City) received \$6.5 million in funding for this project. Approximately \$3.2 million from Wasatch Front Regional Council (WFRC) (which manages federal funds through a granting process for local transportation projects), over \$3.2 million from UDOT, and the reminder \$143,000 from the Greater Salt Lake Municipal Services District (MSD) to address longstanding concerns in the canyon. The project includes safety analysis and preliminary design of proposed improvements, such as those listed below, to determine if these changes will effectively improve safety, and an environmental study to be prepared as a Categorical Exclusion to evaluate impacts.

Give Feedback

The proposed improvements being considered include:

- Bike lanes
- Barrier/guardrail improvements
- Hillside stabilization
- Drainage improvements

What are the project limits?



Approximately from 5700 East (New Red Wall) to about 300 feet beyond Pinecrest Canyon Road.

What does this project encompass?



The project has two phases. Phase 1 is an environmental study that, based on the anticipated improvements, is expected to meet the criteria for a Categorical Exclusion (CE) environmental document. During this phase, the study will assess existing conditions and evaluate the potential impacts of proposed improvements along Emigration Canyon Road, from 5700 East (New Red Wall) to just beyond Pinecrest Canyon Road. Preliminary engineering design will also be completed to support the impact analysis.

Phase 2, if it is advanced, will focus on finalizing the design of the improvements approved in the CE and preparing a bid package for construction.

What is the project schedule?



The project started in mid-February 2026 and is being completed in phases. Phase 1 is expected to be completed this summer. Phase 2 will not begin until the environmental document has been completed, and a decision has been made by the City and MSD to move forward with the proposed improvements.

Has a decision been made to build the improvements?



No, a decision will not be made until completion of the environmental document in Phase

Give Feedback

1. During Phase 1, preliminary solutions are being developed to improve safety and determine impacts,

including those to the natural and built environment. This initial analysis does not obligate the City or MSD to proceed with the proposed improvements.

At the end of Phase 1, which includes the finalization of the environmental document by UDOT, the recommended improvements will be reviewed by the MSD (who oversees city engineering) and the Emigration City Council. The MSD and the City will decide whether to proceed to Phase 2. If the decision is made not to proceed, the City will return the Transportation Investment Fund (TIF) funds to UDOT and any federal grant funding for the project to the WFRC, and those funds will be reallocated to other regional projects.

Who are the parties involved in the project and what is their role? 

Wasatch Front Regional Council (WFRC) distributes federal funding on behalf of the Federal Highway Administration (FHWA), having awarded grant funding to the City for the project. The funds will be managed by the Utah Department of Transportation to meet federal requirements.

Utah Department of Transportation (UDOT) has National Environmental Policy Act (NEPA) authority from FHWA on this project and oversees the process to ensure it follows federal standards and guidelines. It is part of the project team, providing support for the environmental and engineering aspects of the project.

City of Emigration Canyon (City) applied for the grant that is funding the environmental study and the design of the improvements, if approved to move forward. The City is the land use authority. It is the project owner and provides guidance to the project team.

Greater Salt Lake Municipal Service District (MSD) works for the City as the engineering and internal project management staff. It works closely with and oversees the project team.

Avenue Consultants is a private engineering firm hired by the UDOT and MSD to perform the environmental study, public engagement, engineering, and survey work needed for the project.

Salt Lake County is no longer the land use authority in the canyon and has no formal role in this project.

Give Feedback

What level of environmental study is being completed on the project and why was it 

selected?

It is anticipated that the proposed improvements, sometimes referred to as 'actions' in this FAQ, are consistent with a Categorical Exclusion, also called a CE. A CE is prepared for actions that do not individually or cumulatively have a significant effect on the environment. To determine this, the team will study environmental resources including right-of-way, cultural, paleontological, threatened, endangered, or candidate species, wildlife, invasive species, noise, wetlands, water resources, storm water, floodplains, hazardous waste, prime, unique, statewide or locally important farmland, air quality, relocations, land use/urban policy, section 4(f) properties, and other environmental factors including visual, social/economic, natural resources, construction, energy, geology/soils, wild/scenic rivers, and ecology.

What is considered a significant impact?



Significance is determined by context and intensity. The broader geographic, social, and biophysical setting of the impacts and/or the more intense the severity of the impact, the more significant the impact. If any resource is determined to have significant impacts, a Categorical Exclusion would be an insufficient class of action.

What is the process of making the decision and who will make it?



The draft environmental document is anticipated to be completed this summer. A formal public hearing and public comment period will be provided, so the public has the chance to review the draft document, ask questions, and submit their comments.

Once the public comment period is over, the team will take all input received and address the questions before finalizing the document. Comments received serve as guidance for the project team to take into consideration.

Once the environmental document is finalized, the City and MSD, will determine whether to move into Phase 2 and complete the design and build the improvements.

Give Feedback

Is an "alternatives analysis" being done as part of the environmental study?



No. Other types of environmental documents may consider additional alternatives, but a Categorical Exclusion primarily verifies that a particular set of proposed improvements is categorically excluded from the requirements that may accompany a larger project.

Are there going to be right-of-way impacts? 

Right-of-way is one of the impacts being studied as part of the environmental study. We do not know if or what right-of-way will be impacted until a draft of the environmental document is prepared. The project team is striving to avoid right-of-way impacts. More information about right-of-way impacts will be provided in the draft CE and during the public hearing.

How can I participate? 

How can I comment and what will you do with my comments? 

Informal comments will be accepted via website, project email, and through the Community Engagement Group. However, there is a specific process called the Public Hearing and Public Comment Period for the project team to formally address public comments.

As part of the environmental process, a formal Public Hearing (to be held in an open house format) and Public Comment Period will be provided this summer, so the public has the chance to review the draft document, ask questions, and submit their comments.

A Public Hearing will have a court reporter with whom you can sit and dictate your comments regarding the proposed improvements. Hand-written comment forms will also be available, and we also accept comments via email and regular mail.

A Public Comment Period will be held in conjunction with the Public Hearing. The Public Comment Period will be available and remain open until 10 days after the Public Hearing during which you may submit a comment electronically or by phone.

Once the Public Comment Period is over, the team will take all input received and address the questions before finalizing the document. Comments received serve as guidance for the project team to take into consideration. UDOT will issue a response to public comments that will provide feedback and/or clarification for comments received. The response to

Give Feedback

comments will be included in the finalized environmental study.

What's the most effective way to comment?



Read the draft CE when it is available to ensure your comment is relevant to the statements made in the draft.

Comments based on opinions or emotions do not provide the project team with information to respond to. Substantive comments are helpful and contain actionable and contain actionable details or ideas. Substantive comments are those that are or can be backed up data, concrete evidence, and verifiable information.

Comments that clarify what is in the draft or provide context for the study, allow the project team to make changes based on new ideas, incomplete information, existing limitations in the environment, such as existing conditions that are not mentioned in the document or ideas for alternative improvements, as examples.

You are discouraged from utilizing AI to construct your comments as they are often written in a way that indicates a lack of personal connection or investment and will be treated as such.

How will you communicate with me?



The project team will use a combination of methods to provide information about the project, including:

- Project newsletters will be sent by the project team to those on the mailing list.
- MSD and City of Emigration Canyon newsletter updates
- Information shared on the project website (<https://udotinput.utah.gov/emigrationcanyon>) is also linked to the City's website
- Flyers will be posted at local businesses and the fire station with the public meeting and public hearing information.
- The team can be reached via call or text at the project hotline 801-348-8911 or via at EmigrationCanyon@utah.gov

Give Feedback

Project Timeline

Live

Phase 1: Environmental Study & Preliminary Design Spring - Summer 2026

All dates tentative

- City Council Meeting: April 21
- Public Open House: Late May/Early June
- City Council Meeting: Summer
- Environmental Document Ready for Review: Summer
- Public Hearing: Summer
- Comment Period: Summer

Contact Information

To contact the public information team with questions or concerns:

Hotline: [801-348-8911](tel:801-348-8911)

Email: EmigrationCanyon@utah.gov

Stay Informed

To receive updates, please contact the public information team at the email address above and enter "Updates" in the subject line.

Give Feedback



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Give Feedback



LOCAL GOVERNMENT CONTRACT

STATE OF UTAH
LOCAL GOVERNMENT
CONSULTANT SERVICES
2022-2025 LG POOL (RPLOQ)
COST PLUS FIXED FEE

CONTRACT NO. 268557
EFFECTIVE DATE 02/12/2026
TRACKING NO. 51784

Project No.: F-2292(2)12
PIN Description: 5655 Emigration Cyn to 9698 Emigration Cyn
FINET Prog No.: 5635315D
PIN No.: 21203
Work Discipline: Preconstruction Engineering

- CONTRACTING PARTIES:** This contract is between Greater Salt Lake Municipal Services District, referred to as LOCAL AUTHORITY and

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

Legal Status of Consultant: For Profit Corporation

Fed ID No.: 56-6673543

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

- WORK DISCIPLINE:** The CONSULTANT is professionally qualified in Preconstruction Engineering services as further described in Attachment C.
- SCOPE OF WORK / CONTRACT PERIOD:** The Scope of Work will end April 29, 2026 and the Contract will terminate April 29, 2027, unless otherwise extended or canceled in accordance with the terms and conditions of this contract.
- CONTRACT COSTS:** The CONSULTANT will be paid a maximum of \$505,927.26 for costs authorized by this contract as further described in Attachment D.
- 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 - Avenue Consultants, Inc.

LOCAL AUTHORITY - Greater Salt Lake Municipal Services District

By: 02/09/2026
 Title: Executive Vice President Date
 Printed Name: Blake Unguren

By: 02/10/2026
 Title: Chair Date
 Printed Name: Keith Zuspan

UTAH DEPARTMENT OF TRANSPORTATION

DEPARTMENT Comptroller's Office

By: 02/09/2026
 Title: Project Development Director Date

By: 02/12/2026
 Title: Contract Administrator Date

CERTIFICATION OF CONSULTANT

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

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

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

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

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

CERTIFICATION OF LOCAL AUTHORITY

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

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

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

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

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

1. **AUTHORITY:** The Utah Transportation Code § 72-1-202(2) and Utah Admin. Code Rule r907-66 provide authority to execute this contract.

2. **CONFLICT OF TERMS:** No other terms and conditions will apply to this Contract, including terms listed or referenced on the CONSULTANT's website, quotation/sales order, purchase orders, or invoice. In the event of any conflict in the contract terms and conditions, the order of precedence is: (a) additional required federal terms, if any, (b) this Attachment B; (c) DEPARTMENT's Contract Signature Page(s); (d) State of Utah's Additional Terms and Conditions, if any. Attachment B will be given precedence over any provisions including, limitation of liability, indemnification, standard of care, insurance, or warranty, and will not be nullified by or exception created by more specific terms elsewhere in this Contract.

3. **CONTRACT JURISDICTION AND COMPLIANCE WITH THE PROFESSIONAL STANDARD OF CARE, APPLICABLE LAWS, AND THE DEPARTMENT'S STANDARD SPECIFICATIONS AND STANDARD DRAWINGS:** Should another section of this contract conflict with this section 3, the terms of this section will control. The provisions of this contract will be governed by the laws of the State of Utah. As to all services provided under this contract, the CONSULTANT will furnish services by skilled and experienced personnel and under the supervision of skilled and experienced professionals licensed in Utah, as applicable, and will exercise a degree of care and diligence in the performance of these services following the customary professional standards currently practiced by firms in Utah and will comply with any and all applicable codes, laws, ordinances, administrative rules, federal regulations and the DEPARTMENT'S Standard Specifications and Standard Drawings currently in effect, and this contract (the Standard of Care).

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

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

4. **RECORDS ADMINISTRATION:** The CONSULTANT must maintain all books, papers, documents, accounting records and other evidence to support costs billed for under this contract. These records must be retained by the CONSULTANT for a period of at least seven (7) years after the contract terminates, or until all audits initiated within the seven years have been completed, whichever is later. These records must be made available at all reasonable times during the seven-year period for audit and inspection by the LOCAL AUTHORITY or the DEPARTMENT and other authorized State or Federal auditors. The CONSULTANT'S records supporting the cost proposal must also be retained and made available for review by authorized Federal or State staff. Copies of requested records must be furnished to the LOCAL AUTHORITY or the DEPARTMENT upon request.

5. **CONFLICT OF INTEREST:** The CONSULTANT certifies that none of its officers or employees are officers or employees of the State of Utah unless disclosure has been made in accordance with Utah Code § 67-16-7. The CONSULTANT certifies that no engineer, attorney, appraiser, inspector, surveyor or survey crew, or other person performing services for the CONSULTANT has, directly or indirectly, a financial or other personal interest, other than their employment or retention by the LOCAL AUTHORITY or the DEPARTMENT through this contract, in any contract or subcontract in connection with this project (Reference 23 C.F.R. § 1.33 (2022)).

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

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

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

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

Any insurance coverage required herein written on a "claims made" form rather than an "occurrence" form will: provide full prior acts coverage or have a retroactive date effective before execution of this contract; and, be maintained in force until all activities which are required by this contract or as changed by contract modification are completed and accepted by the LOCAL AUTHORITY and the DEPARTMENT and for a period of at least three (3) years following the end of the term of the contract or contain a comparable "extended discovery" clause (on construction phase contracts or modifications for

construction engineering management, the insurance must remain in effect for one (1) year after completion of the contracted services). Evidence of current extended discovery coverage and the purchase options available upon policy termination will be provided to the LOCAL AUTHORITY and the DEPARTMENT.

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

Standard Required Insurance Policies

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

Non-standard Insurance Policies

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

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

In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the CONSULTANT must provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by the DEPARTMENT certifying coverage in compliance with the modified limits or, if no limits are specified, in an amount acceptable to the DEPARTMENT.

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

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

All required policies, endorsements, insurance companies issuing same, and self-insured programs are subject to review and approval by the State of Utah, Risk Manager. (*Provision revised 6/11/2025.*)

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

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

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

12. PROGRESS:

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

- (d) At any time, the CONSULTANT determines the contract work cannot be completed within the specified time or budget, the CONSULTANT must immediately notify in writing that the CONSULTANT cannot meet specified time or budget requirements and why. The LOCAL AUTHORITY and the DEPARTMENT may, at their sole discretion, agree to modify the contract in writing.
 - (e) The LOCAL AUTHORITY or the DEPARTMENT may terminate this contract in accordance with the termination provisions of this contract including failure of the CONSULTANT to make satisfactory progress on the contract work, or failure to provide satisfactory work product quality.
 - (f) Should the LOCAL AUTHORITY or the DEPARTMENT desire to suspend the work, but not terminate the contract, the LOCAL AUTHORITY or the DEPARTMENT will notify the CONSULTANT verbally to suspend work immediately. The LOCAL AUTHORITY or the DEPARTMENT will follow this verbal notification with a written confirmation within two (2) business days. When the LOCAL AUTHORITY or the DEPARTMENT provides verbal notification to the CONSULTANT to suspend work the CONSULTANT agrees to comply immediately or as directed by the LOCAL AUTHORITY or the DEPARTMENT. The work may be reinstated upon 30-days advance written notice from the LOCAL AUTHORITY or the DEPARTMENT.
 - (g) Unless extended or terminated in writing, this contract will terminate on the Contract Expiration Date.
13. **REVIEW AND INSPECTION OF WORK:** It is expressly understood and agreed that authorized representatives of the LOCAL AUTHORITY, DEPARTMENT and, when Federal Funds are used, the agencies of the U.S. Department of Transportation will have the right to review and inspect the work in process, and the CONSULTANT'S facilities, at any time during normal business hours or by appointment.
14. **NON DISCRIMINATION PROVISIONS:** The CONSULTANT agrees to abide by the provisions of the Utah Anti-discrimination Act, Utah Code §§34a-5-101 - 112 , and Titles VI and VII of the Civil Rights Act of 1964 (42 USC §§ 2000e – 2000e-17), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin²⁹ U.S.C. § 794, which prohibits discrimination on the basis of disability; and Executive Order 13672, Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity.

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

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

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

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

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

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

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).
(Provision revised 6/11/2025.)

15. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had civil judgment against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in subparagraph 15(b) of this certification; and
- (d) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

Where the CONSULTANT is unable to certify to any of the statements in this certification, the CONSULTANT must provide an explanation to accompany this contract. Exceptions will not necessarily result in denial of award but will be considered in determining CONSULTANT'S responsibility. Any

exceptions noted must identify to whom it applies, the initiating agency, and dates of the action. Providing false information may result in criminal prosecution or administrative sanctions.

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

16. **BACKGROUND CHECKS:** The DEPARTMENT may require the CONSULTANT and all employees of the CONSULTANT to undergo a background investigation, to be conducted by the Attorney General or the Bureau of Criminal Investigation, to the satisfaction of the DEPARTMENT. The background investigation will consist of a review of, but may not be limited to, criminal conduct including the use of controlled substances. The CONSULTANT represents that its employees assigned to work under this contract are competent in their respective fields, licensed if applicable, as required by the State of Utah, and are legally able to fulfill their work obligations.
17. **CERTIFICATION OF COMPLIANCE ON LOBBYING RESTRICTIONS:** The CONSULTANT agrees to conform to the lobbying restrictions established by the Byrd Amendment, 31 U.S.C. § 1352, for contracts exceeding \$100,000 in Federal Funds. The CONSULTANT certifies, by signing this contract, to the best of its knowledge and belief, that:
 - (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

18. **CERTIFICATION OF COMPLIANCE ON DRUG AND ALCOHOL TESTING:** The CONSULTANT hereby certifies by executing this Contract that the CONSULTANT will comply with all applicable provisions of Utah Admin. Code Rule R916-6 - Drug and Alcohol Testing in State Construction Contracts and Utah Code § 63G-6a-1303 throughout the term of this Contract, unless the CONSULTANT is exempted from these provisions by state or federal law. The CONSULTANT must provide this requirement in its contracts with subconsultants.
19. **COMPLIANCE WITH THE JOHN S. MCCAIN NATIONAL DEFENSE AUTHORIZATION ACT:** The CONSULTANT certifies conformance and continued conformance with Public Law 115-232, § 889 and 2 C.F.R. § 200.216.
20. **CONSULTANT COST CERTIFICATION:** The CONSULTANT hereby certifies by executing this Contract, that the CONSULTANT has previously submitted a CONSULTANT certification of final indirect costs in accordance with the 2 C.F.R. Part 200 Subpart E Cost Principles, 48 C.F.R. Part 31 Federal Acquisition Regulations (FAR) in compliance with 23 USC § 112(b)(2)(B), if so required, and in the DEPARTMENT Financial Screening Application.

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

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

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

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

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

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

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

- 22. RIGHT OF FUTURE DEVELOPMENT:** The parties agree that the LOCAL AUTHORITY and the DEPARTMENT and third parties that may be under separate contract to the LOCAL AUTHORITY or the DEPARTMENT may perform future additional developments or enhancements to information, designs, analyses, computer elements, devices, data, test results, reports, graphics, presentations, visual aids, intellectual innovations that are derived from the work products developed and delivered under this contract. Neither the LOCAL AUTHORITY nor the DEPARTMENT will be obligated to obtain the services of the CONSULTANT to perform these additional developments or enhancements. Likewise, the CONSULTANT, after completion of this contract, may perform future additional developments or enhancements to the work products produced and delivered under this contract without the necessity of granting the LOCAL AUTHORITY or the DEPARTMENT a license of use for these additional developments or enhancements. Any reuse, misuse, or use of modified or incomplete deliverables will be at the sole risk of the LOCAL AUTHORITY or the DEPARTMENT or the third party in possession of CONSULTANT'S deliverable and the CONSULTANT makes no representation to any third party with respect to any good or service performed under this contract and will not be liable for any reuse, misuse, or use of modified or incomplete deliverables under any theory of recovery.
- 23. PUBLICATION OR USE OF WORK PRODUCT OUTSIDE OF THIS CONTRACT:** During the entire term of this contract the CONSULTANT must not issue, offer, publish, or submit for publication any document, report, paper, technical notes, documentation, specification, graphic, or other media products produced in connection with the work of this contract without first submitting the Deliverables required by this contract to the LOCAL AUTHORITY and the DEPARTMENT for their review, and notifying the LOCAL AUTHORITY and the DEPARTMENT of the intent to publish.

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

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

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

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

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

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

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

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

26. **CONFIDENTIALITY:** If, in order to perform the work under this contract, the CONSULTANT is given access to confidential, protected, security-sensitive or proprietary business, technical or financial information regarding persons, materials, products, devices, processes, plans, designs, computer elements, analyses, data, etc., the CONSULTANT agrees to treat such information as confidential and must not appropriate such information to its own use or disclose it to third parties at any time, neither during the term of this contract nor after contract termination, without specific written authorization by the LOCAL AUTHORITY and the DEPARTMENT to do so unless, except to the extent such disclosure is required by law, rule, regulation, court order, government investigation or whistleblower subpoena. The LOCAL AUTHORITY or DEPARTMENT will clearly identify those items as confidential at the time they are transmitted or disclosed to the CONSULTANT and they may be listed in Attachment C of this contract if known at the time of contract execution. The CONSULTANT must require adherence by its officers, agents, volunteers, employees and subcontractors to these confidentiality provisions.

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

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

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

The CONSULTANT must perform work valued at not less than 30% of the total contract amount with its own staff. (*Provision revised 2/15/2023.*)

28. **PERSONNEL/STAFFING PLAN:** For any change in key personnel from that specifically identified in Attachment C of this contract, the CONSULTANT must provide an equivalent or better qualified replacement subject to DEPARTMENT approval.
29. **DISPUTES:** Claims for services, materials, or damages not clearly authorized by the contract, or not ordered by the LOCAL AUTHORITY and the DEPARTMENT by prior written authorization, will not be paid. The CONSULTANT must notify the LOCAL AUTHORITY and the DEPARTMENT in writing, and wait for written approval, before it begins work not previously authorized. If such notification and approval is not given or the claim is not properly documented, the CONSULTANT will not be paid the extra compensation. Proper documentation alone will not prove the validity of the claim. The parties agree to use arbitration or mediation, as mutually agreed by the parties, after exhausting applicable administrative reviews to resolve disputes arising out of this contract where the sole relief sought is monetary damages \$100,000 or less, exclusive of interest and costs.
30. **CLAIMS - DELAYS AND EXTENSIONS:** The CONSULTANT agrees to proceed with the work previously authorized by the contract, or in writing, continually and diligently, and will make no charges or claims for extra compensation for delays or hindrances to the extent such delays or hindrances were caused by CONSULTANT. The LOCAL AUTHORITY and the DEPARTMENT may allow an extension of time for the contract, for a reasonable period as agreed by the parties, should a delay or hindrance occur. The LOCAL AUTHORITY or the DEPARTMENT will not waive any of its rights under the contract by permitting the CONSULTANT to proceed with the contract after the established completion date. The CONSULTANT will not be responsible for delays due to causes beyond CONSULTANT's reasonable control.
31. **CONSULTANT'S ENDORSEMENT ON PLANS, ETC.:** The CONSULTANT (if a firm, the responsible principal) is required to endorse and appropriately apply its seal to plans, reports, and engineering data furnished to the LOCAL AUTHORITY and the DEPARTMENT under this contract.
32. **CONTRACT MODIFICATIONS:** This contract may be amended, modified, or supplemented, as it is mutually agreed to by the parties by written contract modification, executed by the parties hereto and attached to the original signed contract.

Claims for services furnished by CONSULTANT, not specifically authorized by this contract or by appropriate modification, will not be paid by the LOCAL AUTHORITY or the DEPARTMENT. When a contract modification has been agreed to by the parties no claim for the extra work done or material

furnished must be made by the CONSULTANT until the written modification has been fully executed. Any verbal agreements not confirmed in writing are non-binding.

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

- (a) By mutual agreement of the parties; in writing and signed by the parties.
- (b) By any party for failure of another party to fulfill its obligations, as set forth with the provisions of this contract and in particular with Attachment C, "Services Provided by the CONSULTANT" or Section 53, "Duties of the LOCAL AUTHORITY and the DEPARTMENT". Reasonable allowances will be made for circumstances beyond the control of the CONSULTANT and the LOCAL AUTHORITY or the DEPARTMENT. Written notice of intent to terminate is required and must specify the reasons supporting termination.
- (c) By the DEPARTMENT for the convenience of the State upon written notice to the CONSULTANT.
- (d) By the LOCAL AUTHORITY or the DEPARTMENT, if the LOCAL AUTHORITY or the DEPARTMENT determines that the performance of the CONSULTANT is not satisfactory, the DEPARTMENT may notify the CONSULTANT of the deficiency with the requirement that the deficiency be corrected within a specified time; but not less than 10 days. Otherwise the contract will be terminated at the end of such time.
- (e) By the LOCAL AUTHORITY or the DEPARTMENT, if the LOCAL AUTHORITY or the DEPARTMENT requires termination of the contract for reasons other than unsatisfactory performance of the CONSULTANT, the DEPARTMENT will notify the CONSULTANT of such termination, with instructions as to the effective date of work stoppage or specify the stage of work at which the contract is to be terminated.
- (f) If the contract is terminated before performance is completed, the CONSULTANT will be paid for the work satisfactorily performed up through the date of termination. Payment is to be on the basis of substantiated costs, not to exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by the contract.
- (g) The LOCAL AUTHORITY and the DEPARTMENT reserve the right to cancel and terminate this contract in the event the CONSULTANT or any employee or agent of the CONSULTANT is convicted for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of the LOCAL AUTHORITY or the DEPARTMENT, without penalty. It is understood and agreed that in the event of such termination, all data acquired and work product produced under this contract will be turned over to the LOCAL AUTHORITY and the DEPARTMENT within seven (7) calendar days. The LOCAL AUTHORITY and the DEPARTMENT reserve the right to terminate or cancel this contract in the event the CONSULTANT will be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The LOCAL AUTHORITY and the DEPARTMENT further reserve the right to suspend the qualifications of the CONSULTANT to do business with the LOCAL AUTHORITY or the DEPARTMENT upon any such conviction.
- (h) Upon satisfactory completion of required contract services.
- (i) On termination of this contract all accounts and payments will be processed in accordance with contract terms. An appraisal of the value of work performed to the date of termination must be made to establish the amount due to or from the CONSULTANT. If the contract fee type is Cost-Plus-Fixed-Fee-With-Fixed-Total-Additive-Rate and the contract is terminated for reasons other than paragraph 33(h), the final fixed fee amount will be paid in proportion to the percentage of work completed as reflected by the periodic invoices as of the date of termination of the contract. Upon determining the final amount due the CONSULTANT, or to be reimbursed by the CONSULTANT, in the manner stated above, the final payment will be processed in order to close out the contract.

34. **REMEDIES:** Any of the following events will constitute cause for the DEPARTMENT or LOCAL AUTHORITY to declare CONSULTANT in default of this Contract: (i) CONSULTANT'S non-performance of its contractual requirements and obligations under this Contract; or (ii) CONSULTANT'S material breach of any term or condition of this Contract. The DEPARTMENT may issue a written notice of default providing a ten (10) day period in which CONSULTANT will have an opportunity to cure. Time allowed for cure will not diminish or eliminate CONSULTANT'S liability for damages. If the default remains after CONSULTANT has been provided the opportunity to cure, the DEPARTMENT may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend CONSULTANT from receiving future contracts from the DEPARTMENT or the State of Utah; or (v) demand a full refund of any payment that the DEPARTMENT has made to CONSULTANT under this Contract for Services that do not conform to this Contract.
35. **ERRORS AND OMISSIONS:** The CONSULTANT will, without additional compensation, correct or revise any failure to meet the Standard of Care in its design, drawings, specifications and other services which are caused by a breach of the CONSULTANT'S Standard of Care. The CONSULTANT is required to follow UDOT Policy 08-07 Errors and Omissions on Projects which is hereby incorporated by reference.
36. **POLLUTION CONTROL:** The CONSULTANT agrees to comply with applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671g) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). The DEPARTMENT must report violations to the applicable Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
37. **CONSTRUCTION INSPECTION AND MATERIALS TESTING:** The CONSULTANT will utilize MasterWorks Construction and MasterWorks Materials for performing all construction inspection and materials testing. Additionally, the CONSULTANT will employ MasterWorks Construction and MasterWorks Materials for all construction-related documentation. *(Provision revised 2/5/2025.)*
38. **ELECTRONIC DESIGN SUBMISSION:** The CONSULTANT will adhere to the current DEPARTMENT model development and CADD standards on the DEPARTMENT's website. The CONSULTANT will provide all plans, specifications, surveys, electronic files and associated data in the DEPARTMENT acceptable electronic formats into the DEPARTMENT's content management system with the correct attributes assigned. The CONSULTANT will organize all project data in the DEPARTMENT'S project directory structure as specified in the DEPARTMENT'S current CADD Standards. The CONSULTANT will be aware of and comply with applicable DEPARTMENT CADD standards. The DEPARTMENT CADD standards are available at the CADD Support sub-page of the DEPARTMENT website www.udot.utah.gov/go/cadd.

Computer Aided Drafting and Design acceptable formats are as follows:

- (a) Drafting: MicroStation Design format (.dgn) by Bentley Systems Inc., version 8.9 or higher (v8 file format).
- (b) Civil Design: InRoads by Bentley Systems Inc. version 8.9 or higher acceptable formats are as follows: Geometry files (.alg), Surface or digital terrain models (.dtm), Template libraries (.itl), Roadway Designer files (.ird), and Open Roads technology files (.dgn).
- (c) Survey and Photogrammetry: InRoads Survey format (.fwd) or Open Roads technology file format (.dgn) by Bentley Systems Inc. version 8.8 or higher. Raw survey files will be in ASCII format, (point number, Northing, Easting, Elevation and code). Survey points will be coded using the DEPARTMENT feature codes located in the DEPARTMENT preference file (.xin) and Raster Images (aerial photos) will be in MicroStation compatible formats. Design and Survey work will adhere to the DEPARTMENT CADD Standards and "Survey and Geomatics Standard Manual" Guide.
- (d) Plotting: For the project to be republished by the DEPARTMENT, the CONSULTANT will prepare a file to direct the DEPARTMENT's plotting software, InterPlot, by Bentley Systems Inc. to produce the correct output. This is the InterPlot Organizer's plot-set file (filename.ips). This file contains specifications for each sheet in the plan set and controls the order and name of each

sheet as they will appear in the PDF plan set. Instructions for preparing this file can be found at the DEPARTMENT CADD Support website as stated above.

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

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

39. REQUIREMENTS FOR COMPUTER ELEMENTS:

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

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

- 40. **COST PRINCIPLES:** Regardless of the funding source, the costs allowable for reimbursement will be governed by the 2 C.F.R. Part 200 Subpart E and 48 C.F.R. Part 31 Federal Acquisition Regulations (FAR) in compliance with 23 U.S.C. § 112(b)(2)(B), as modified by Utah State law, administrative rules, and regulations on contract provisions.
- 41. **CORONAVIRUS PANDEMIC RECOVERY:** This section applies only if: (i) this Contract, or a subcontract, is a cost-plus-fixed-fee contract; (ii) the CONSULTANT (or the subconsultant with that subcontract) received a loan under the federal Paycheck Protection Program or similarly, received a credit, loan or other relief in 2020, or thereafter, from a federal program enacted to provide relief during the Coronavirus pandemic, such as the CARES Act, the FFCRA, or other similar federal legislation (collectively a "PPP Loan"); and (iii) any portion of the PPP Loan was forgiven, or applicable law similarly requires the recipient to provide a refund, repayment, credit, or reimbursement to the DEPARTMENT. If this section

applies, the CONSULTANT, for itself and its subconsultants, must comply with this section to provide for a PPP Loan recovery in compliance with 48 C.F.R. 31.201-5, Utah Code § 72-2-113(3), and other applicable law and guidance. Those legal obligations require calculation of a PPP Loan credit which must be included in the Indirect Cost Rate (referred to in this section as an "Impacted Rate"). Under this Contract, an accepted Impacted Rate will apply during the CONSULTANT's (or subconsultant's) "Recovery Period," which is the shorter of the following time periods: (i) the time period necessary to recover the required credit amount of the CONSULTANT's (or the subconsultant's) forgiven PPP Loan (or other repayment obligation); or (ii) 365 days after the date when the DEPARTMENT approved the CONSULTANT's (or the subconsultant's) Impacted Rate.

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

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

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

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

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

42. **RIGHT OF WAY SUBMITTAL REQUIREMENTS:** Submission of right of way acquisition packages are required to follow the UDOT Right of Way ProjectWise Guide, as amended, which is incorporated herein by this reference.
43. **GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT:** Pursuant to the Government Records Access and Management Act, Utah Code §§ 63G-2-101 through 63G-2-901, the CONSULTANT understands that if it believes that any records it submits to the DEPARTMENT or the LOCAL AUTHORITY should be considered confidential for business purposes under Utah Code § 63G-2-309, it must provide with the record(s) a written claim of business confidentiality, and a concise statement of reasons supporting the claim of business confidentiality that satisfy the requirements of §§ 63G-2-305(1)

and (2), and 309 to the DEPARTMENT. The CONSULTANT understands that the DEPARTMENT and the LOCAL AUTHORITY will not treat any such record as confidential absent such written notification. Additionally, pursuant and subject to Utah Code §§ 63G-2-101 through 901 the CONSULTANT will take no action, legal or otherwise against the State of Utah, the DEPARTMENT, LOCAL AUTHORITY, or any employee, agent or representative of the State of Utah, DEPARTMENT, or the DEPARTMENT if the State Records Committee or a court orders the DEPARTMENT or LOCAL AUTHORITY to publicly disclose any record the CONSULTANT considers confidential, or believes should be considered protected, private, or controlled.

44. WORK ACCEPTANCE:

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

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

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

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

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

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

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

Consultant engineering companies who also perform ITS or electrical construction work under contract to LOCAL AUTHORITY or the DEPARTMENT *will* be eligible to perform the following types of consulting work, provided that the work is on completely different projects, with no possibility for conflict of interest: design work, ITS system integration, software development.

47. NO THIRD-PARTY BENEFICIARIES: The parties enter into this contract for the sole benefit of the parties, in exclusion of any third party, and no third-party beneficiary is intended or created by the execution of this contract.

- 48. COORDINATION WITH DEPARTMENT DISCIPLINE MANAGERS:** To ensure programmatic consistency, if the project requires, the CONSULTANT will coordinate decisions with the Region and/or Central Discipline Managers in addition to the DEPARTMENT Project Manager. It is important for consultants to seek input into decisions from the technical experts within the DEPARTMENT.

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

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

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

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

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

- 50. CONSULTANT JOB VACANCIES:** CONSULTANT agrees, for the duration of the contract, to provide CONSULTANT'S name, contact information, and information about CONSULTANT's job vacancies on the PROJECT to the Utah Department of Workforce Services to facilitate job inquiries by the public pursuant to Utah Code Subsections 63G-6a-107.7(4) and 35A-2-203(5)(b). This requirement does not apply when CONSULTANT fills a vacancy with a current employee and does not preclude CONSULTANT from advertising job openings in other forums throughout the state.

- 51. USE OF STATE SEAL AND DEPARTMENT LOGO:** The CONSULTANT will not misrepresent their employees as State of Utah employees. The CONSULTANT will not use the Utah State Seal or DEPARTMENT logo on business cards for their employees nor use Utah or DEPARTMENT letterhead on correspondence signed by their employees with the following exception: the CONSULTANT may incorporate the DEPARTMENT logo on their business cards stating, "In partnership with UDOT" in addition to the CONSULTANT'S own logo. The CONSULTANT may prepare correspondence for the approval and signature of appropriate State of Utah employees.

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

- 53. DUTIES OF THE LOCAL AUTHORITY AND THE DEPARTMENT:**

- (a) **Guarantee Access:** The LOCAL AUTHORITY or the DEPARTMENT will guarantee access to and make all provisions for the CONSULTANT to enter upon all lands, both public and private which in the judgment of the parties hereto are necessary to carry out such work as may be required.
- (b) **Prompt Consideration:** The LOCAL AUTHORITY and the DEPARTMENT will give prompt consideration to all reports, plans, proposals and other documents presented by the CONSULTANT.

- (c) Documents: The DEPARTMENT will furnish Standards, Specifications, Manuals of Instruction, Policies and Procedures, and other available information, including any material previously prepared for this work. Specific materials related to this contract that will be furnished by the LOCAL AUTHORITY and the DEPARTMENT.
 - (d) Services: The LOCAL AUTHORITY and the DEPARTMENT will perform standard services relating to this contract.
54. **FORCE MAJEURE:** Neither party will be liable for failure to perform this agreement when such failure is due to "force majeure." "Force majeure" means acts of God, strikes, lockouts, or industrial disputes or disturbances, civil disturbances, arrests and restraints, interruptions by government or court orders, acts of the public enemy, terror events, wars, riots, insurrections, incidences of disease or other illness that reaches epidemic, endemic, or pandemic proportions, fires, explosions, inability to obtain easements, right-of-way, or other interests in realty, or any other cause, whether of the kind here enumerated or otherwise, not reasonably within the control of the party claiming "force majeure." Events of "force majeure" must be remedied with all reasonable dispatch.

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

Improve the road users experience and safety from 5655 Emigration Canyon Rd to Pinecrest Canyon Rd through implementing numerous improvements such as slope stabilization, guardrail, expanded bike lanes, overall road widening, and enhanced roadway drainage.

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 April 29, 2026. 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 April 29, 2027, unless otherwise extended or canceled in accordance with the terms and conditions of this contract.



UDOT Consultant Services Contract Approval Memo

Memo Printed on: December 11, 2025 8:41 AM



PM Approval Date: December 5, 2025

UDOT PM: Eduardo P Miranda

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: 21203
Project No.: F-2292(2)12
Job/Proj: 5635315D
PIN Description: 5655 Emigration Cyn to 9698 Emigration Cyn

CONTRACT INFORMATION

CS Admin: Lisa Iams
Contract No.: New RPLOQ Emigration Canyon
Mod No.:
SOW Completion Date: April 29, 2026
Contract/Mod Amount: \$505,927.26
Fee Type: COST PLUS FIXED FEE
Selection Method: GE / LG POOL RPLOQ
Period: 2022-2025 GE POOL
Phase: PRELIMINARY ENGINEERING
Disciplines: PRECONSTRUCTION ENGINEERING

CONTACTS

Consultant

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H.G. Kunzler

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Local Government

Greater Salt Lake Municipal S
Tolin Hessell

2001 S STATE STREET
SUITE #N3 600
SALT LAKE CITY, UT 84190
(385) 468-6618
THESELL@SLCO.ORG

Prime

UDOT CMS Contract Executive Summary

Contract Number:	NEW	Mod:		Project Number:	F-2292(2)12	PIN:	21203
UDOT Primary Contact:	Eduardo P Miranda						
PIN Description:	5655 Emigration Cyn to 9698 Emigration Cyn						

Brief Description

The following scope of work is for environmental, survey, existing row determination, and preliminary and final design for 5655 Emigration Cyn to 9698 Emigration Cyn. Avenue is the prime consultant providing Project Management, Design Lead, Roadway, Drainage, Utility Design and Coordination, Traffic and Safety Design, Safety/Traffic Analysis, Public Involvement, Environmental, Survey, and Right-of-Way descriptions. GeoEngineers is a subconsultant providing geotechnical evaluation. Martin & Nicholson is a subconsultant and will complete the aquatic delineation. Logan Simpson is a subconsultant and will complete the archaeology survey. RDV Systems Inc. is a subconsultant and will provide data for safety analysis.

Project Team

GeoEngineers is a subconsultant providing geotechnical evaluation. Martin & Nicholson is a subconsultant and will complete the aquatic delineation. Logan Simpson is a subconsultant and will complete the archaeology survey. RDV Systems Inc. is a subconsultant and will provide data for safety analysis.

Assumptions

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

General Assumptions:

- Project limits are on Emigration Canyon Road from 5655 East to 9698 East (Pinecrest Canyon Road)
- The project is assumed to widen the roadway to accommodate 32' of paved travel space that allows for 2-11' travel lanes, 2-5' bike lanes. An additional 2' shy to guardrails and retaining walls will be included as required. Priority will be given to uphill bike lane throughout the project area. Downhill bike lane will only be added where feasible.
- The project duration for preconstruction is anticipated to be 12 months. Phase 1 will be 4 months. Depending on the scope of work identified at the end of Phase 1, it is estimated a contract modification will be completed for Phase 2 and as a part of Phase 2, that PIH could be completed 1 month after completion of Phase 1 and NTP for Phase 2. PS&E could be completed approximately 3 months after completion of PIH. ROW and demolition design plans (if needed) will be completed in Phase 2 and begin after the CatEx environmental document is completed (end of Phase 1) and ROW impact are identified during PIH stage, beginning concurrently with PS&E stage. This will allow approximately 7 months to complete ROW acquisition(s).

- ROW acquisition is not included in the scope of this project as stated in the RPLOQ solicitation.
- Avenue and its Subconsultants will complete UDOT's QC/QA requirements and post documents to UDOT's ProjectWise prior to every submittal
- Project Team Meetings will be held virtually once per month
- Project Management meetings will be held once per month, two weeks after the Project Team Meeting
- No structures design or evaluation work will be provided
- No aesthetic/landscaping design is anticipated nor included in this Scope of Work
- Design will be completed in Bentley ORD and stored on UDOT's PW
- It is assumed that this project will include the following Phase 1 milestone meetings: an Interactive Kickoff Workshop Meeting, a Scoping Meeting, a Maintenance/Preconstruction Site Visit, a Geometry Review Meeting, The milestone meetings will be in-person at the UDOT Region 2 office or in the field for site visit.

Roadway Design Assumptions:

- Concept design completed in Phase 1 will be delivered as a pdf scroll plot and kmz to UDOT and MSD
- No design alternatives will be delivered
- Cost estimates will be completed for one design per milestone submittal
- Plan in Hand and PS&E will be delivered in Phase 2
- Roadway widening will be needed
- Pavement section for roadway widening will be provided by MSD (assumed to be (4" Asphalt, 10" base).
- Roadway will be resurfaced within the project limits to eliminate old striping. Resurface type will be determined in coordination with Emigration City design standards and smoothness requirements
- New roadway alignment will be established to minimize retaining walls and impact to environmentally sensitive areas
- No structural walls will be required
- No new pedestrian accommodations will be incorporated into this project. Design will not be designed to meet PROWAG guidelines.
- Existing substandard guardrail will be replaced to current standards where identified and prioritized by the project team based on budget
- Roadway signs will be updated if they are impacted by design or damaged
- Signs and posts will be installed using MSD standards and meet current MUTCD requirements
- No overhead signs will be required

- Stopping sight distance will be evaluated along the existing roadway to propose possible improvements through a new alignment, widened shoulders, and slope stabilization that could improve safety for all roadway users
- Sight distances from up to 10 driveways and 6 intersections will be evaluated to understand how roadway widening will improve safety for all roadway users

Roadway Drainage Assumptions:

- This scope and cost assumes is preliminary design services for Phase 1 which will include evaluation for needed replacement or extension of existing pipe culverts in widened section of roadway
- Coordinate with UDEM and local floodplain administrators to determine floodplain impacts and requirements for securing floodplain permit
- Pre and post condition hydraulic models will be required and conducted in Phase 2 to determine rise in the floodplain.
- Assume there is an effective model that could be used for the base condition model
- Assume that the project will not create a rise in the WSE and therefore a LOMR and CLOMR will not be required.
- Preliminary analysis of existing drainage conditions

Maintenance Site Visit with MSD

Detention facilities for flood control will not be required

- All project drainage will outfall into Emigration Creek

Salt Lake County Flood Control Permit will be required and will be developed in Phase 2

- Any lengthening of existing culverts crossing below Emigration Canyon Road will not need structural design

Utilities Assumptions:

- No Signal or lighting design
- No ITS design
- No railroad coordination required
- Utilities are in place by permit and relocations will be handled through franchise agreements
- No Utility Design Authorization Letters will be issued
- No Utility Relocation Agreements will be prepared
- No Cooperative Agreements will be prepared
- Any designs required for modifications to existing 3rd party utilities will be provided by utility companies

- Utility coordination will take place with Allwest Communications, AT&T (Local and Long Haul), Comcast, Chevron Pipeline, Lumen/CenturyLink, Emigration Improvement District, Enbridge Gas, and Rocky Mountain Power
- No utility betterments are anticipated
- No ROW will be needed for utility relocations
- No utility will require relocations
- Existing Utilities mapping will be SUE QL-D in Phase 1

Survey Assumptions:

- Topographic mapping will use hybrid surveying methods as follows:
 - Hard pavement surface data will be obtained using mobile LiDAR surveying methods
 - Softscape slopes adjacent to roadway will be obtained using mobile LiDAR, drone aerial, and/or GPS methods
- The County's 66' prescriptive highway right-of-way established in 1917 will be assumed. Prescriptive Use ROW will be determine as 33' offset from roadway centerline. County parcel GIS data does not align with the assumed roadway right of way. County GIS parcel lines will be provided for information only. No right-of-way clean up on existing parcels will be completed with this project.
- A drone orthorectified image will be prepared which covers the project limits along Emigration Canyon Road, 100 feet to either side of the roadway centerline. The flight will take place as close to fall as practicable to minimize foliage coverage of the roadway.
- Fronts of buildings and garages will be surveyed to tie in access
- No SUE QL-B designations will be surveyed.
- No test holes will be surveyed

ROW Assumptions:

- Utilize 1917 66 ft. Prescriptive Roadway ROW Easement to determine ROW. Assume 33 ft. Offset from centerline of Emigration Canyon Road. Design improvement and associated ROW impacts are assumed to be based on this ROW line.
- Coordinate the prescriptive easement ROW line with project survey control points
- Research Existing ROW and Property Boundaries for Project Area from County GIS data. Data will be imported into project survey. Assume that this will be for information only.

Environmental Assumptions:

- **Phasing**

This project will be completed in two phases. Phase 1 will complete extopo survey and exROW documentation, identify and document project needs, preliminary solutions, identify and map (SUE Quality Level D) existing utilities within the project limits, complete the CATEX, and public involvement. Phase 2 will be scoped following completion of Phase 1. Phase 2 will complete final plans and construction documents, and ROW plans.

Fee Type

The fee type for this contract will be cost plus fixed fee based using Avenue's current audited overhead rate of 175.03% and an 11.00% fee with a not to exceed amount as outlined in the attached cost estimate. If at any time during the project additional items are deemed necessary that differ from the contracting documents, a modification will be prepared to ensure all parties are in agreement with any necessary changes. No work will occur unless it is covered within an approved work plan and cost estimate.

UDOT CMS Contract Work Plan

Contract Number:	NEW	Mod:	Project Number:	F-2292(2)12	PIN:	21203
UDOT Primary Contact:	Eduardo P Miranda					
PIN Description:	5655 Emigration Cyn to 9698 Emigration Cyn					

Activity: 1Z1 - PROJECT OVERSIGHT

1Z1 Project Oversight

Overview

This activity is for the Project Manager oversight of the project through Phase 1 . This activity is used to manage all of the aspects of the project, including scope, schedule, budget and team meetings.

Deliverables & Tasks

PROJECT TEAM MEETINGS

- Hold Pre-Management Meeting (30 min Virtual), assume 1 meeting
- Hold Management Meeting with MSD and UDOT (1hr- Virtual Monthly), assume 4 meetings
- Hold Project Team Meetings (1hr- Virtual Monthly), assume 4 meetings. Meetings will include UDOT, MSD, and representatives from city planning and city council
- Hold Design Team Meetings (1hr - Virtual Monthly), assume 4 meetings
- Compile Project Team Meeting Notes
- Distribute Project Team Meeting Notes to all team members

DOCUMENT CONTROL

- Base Project Schedule
- Update Project Schedule
- Track Action Items
- Track Decisions
- Update Schedule
- Upload Documentation
- Track Project Risks

PROJECT INVOICING

- Process Sub-consultant Invoicing
- Assemble Cover Letter
- Review Monthly Charges
- Package and Submit Invoices Monthly

PROJECT COORDINATION

- Project Setup
- Internal Team Coordination
- Coordination with UDOT and MSD

Activity: 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.

Deliverables & Tasks

KICKOFF MEETING

Prepare Meeting Agenda

Invite Meeting Attendees

Hold Meeting (1 hour meeting in person at UDOT R2)

Compile Meeting Notes

Distribute Meeting Notes for Review

Activity: 1B1 - DEVELOP BASE MAPPING/EXISTING SURFACE

Overview

Obtain base mapping and topography for the entire project area.

Deliverables & Tasks

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

Establish Survey Control

Establish Geo-referenced Seed File (.dgn)

Complete Survey Control Plan Sheets

BASE MAPPING (INCLUDES .EXTOPO FILE)

Perform Topographical Survey of Existing Features in Project Area

Develop Base Mapping

Develop DTM of the Existing Surface

ADDITIONAL BASE MAPPING

Determine Extent of Additional Surveying Needs

Develop Additional Base Mapping and DTM

ORIGINAL FIELD DATA

Provide Original Field Data

Provide UAS Raw Data (if required)

QC DOCUMENTATION

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

Activity: 1G1 - CONDUCT PRELIMINARY GEOTECHNICAL INVESTIGATION

Overview

Obtain information on general site and soil conditions that might affect the project scope, schedule, budget, risks, and opportunities; and prepare the Geotechnical Subsurface Exploration Plan (GSEP). Refer to UDOT Geotechnical Manual of Instruction (GMOI) for guidance.

Deliverables & Tasks

GEOTECHNICAL SUBSURFACE EXPLORATION PLAN

Review Existing Available Information (Geotechnical Literature Review - provided by MSD)

Conduct Field Reconnaissance

Provide preliminary recommendations on potential unstable slopes

Develop Geotechnical Subsurface Exploration Plan

DOCUMENTATION OF QUALITY PROCEDURES (Defined in Chapter 5 of GMOI)

Perform Required Quality Procedures

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

Overview

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

Deliverables & Tasks

EXISTING ROW ORD FILE (PIN_PROJECT_EXROW.DGN)

Utilize 1917 66 ft. Prescriptive Roadway ROW Easement to determine ROW. Assume 33 ft. offset from centerline of Emigration Canyon Road. Improvement are assumed to be based on this ROW line.

Coordinate the prescriptive easement ROW line with project survey control points

Research Existing ROW and Property Boundaries for Project Area. Assume this information will be imported from County GIS parcel information into project survey. Assume that this will be for information only.

Develop Existing ROW Mapping and ORD Files

PROPERTY OWNER SPREADSHEET

Develop Property Spreadsheet

Identify Potential Impacts

Determine properties in conflict with 66 ft. Prescriptive Easement

QC DOCUMENTATION

Perform QC Review

Activity: 1P1 - DEVELOP INITIAL PUBLIC INVOLVEMENT (PI) PLAN

Overview

Create a PI plan for the design phase based on the UDOT template. Include key messages, project stakeholders, a project team communication plan, proposed media outreach (including social media) for the project, a public participation plan (including Title VI compliance), and a schedule. Tailor the PI plan to the project and include only items and details as needed.

Deliverables & Tasks

INITIAL PI PLAN

Develop PI Plan for design phase based on the UDOT template.

Include key messages, project stakeholders, a project team communication plan, proposed media outreach (including social media) for the project, a public participation plan and a schedule.

Include input from MSD and UDOT. This plan will address strategic outreach efforts throughout the design phase of the project. B.
Develop PI Activities Schedule

Complete the following and include in the PI plan:

Develop a list of tasks for the project based on the scope of work.

Identify target groups for each task.

Determine the purpose and goal of each task.

Identify target deadlines and/or project milestones associated with tasks, as applicable.

DEVELOP PROJECT IDENTITY & BRAND

Develop logo following UDOT brand standards.

Develop branded project collateral templates (business card, postcard, flyers, etc.).

PROVIDE A DEDICATED PROJECT HOTLINE

Set-up a project -hotline.

Hotline greeting will be recorded in English.

PROVIDE PROJECT EMAIL ADDRESS FOR STAKEHOLDER INTERACTIONS

Set up UDOT hosted email account.

DEVELOP ELECTRONIC NEWSLETTER

Set up branded project newsletter.

DEVELOP PROJECT WEBSITE

UDOT will provide a Public Input site.

The website will follow UDOT guidelines and will be advertised on all project outreach materials.

Include project details and contact information for the PI team.

Link project website to other applicable sites.

DEVELOP STAKEHOLDER DATABASE

Gather stakeholder information from available lists to update project database.

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

Identify potential key stakeholders and verify information.

Compile all stakeholder interactions and contact information in database and update throughout the project.

Activity: 1Q1 - ASSESS DRAINAGE NEEDS & SCOPE

Overview

Review existing conditions and develop recommendations for improvements for drainage and stormwater quality.

Deliverables & Tasks

PRELIMINARY DRAINAGE SUMMARY

Review Existing Drainage Information

Conduct Drainage Field Review

Conduct Irrigation Field Review

Coordinate with Maintenance Team

Provide Preliminary Drainage Summary for Scoping Meeting

PRELIMINARY STORMWATER QUALITY SUMMARY

Determine Status of Existing Stormwater Quality Features

Determine Impairment Status of Receiving Waters

Develop Stormwater Quality Design Criteria

Provide Initial Stormwater Quality Design Documentation for Scoping Meeting

QC DOCUMENTATION

Perform QC Review

Activity: 1R1 - DEVELOP ROADWAY SCOPE

Overview

Determine the preliminary project footprint.

Deliverables & Tasks

PRELIMINARY FOOTPRINT SCROLL PLOT AND KMZ

Assess Existing Conditions

Review Multimodal Needs

Develop Preliminary Typical Section

Prepare Preliminary Project Footprint scroll Plot and KMZ

PRELIMINARY ROADWAY COST ESTIMATES

Develop Preliminary Cost Estimates

Develop criteria to compare alternatives

Compare alternatives for widening from center line, widening on the south side, widening on the north side, or balancing widening with a new alignment

Region constructability consultant will provide review assessing traffic control and production rates

QC DOCUMENTATION

Perform QC Review

Activity: 1T1 - ASSESS TRAFFIC OPERATIONS & SAFETY NEEDS

Overview

Identify existing conditions and traffic related issues including excessive queuing or safety concerns such as crashes. Determine the existing traffic demand volumes and if available, review data from environmental documents or other studies. Obtain the current safety needs and develop a strategy to address the project area's safety issues.

Deliverables & Tasks

SAFETY REVIEW

Review/Update Project Safety Analysis

Review Crash Data

Identify Safety Concerns

Recommend Spot Safety Improvements

Review Existing Traffic Data

3D GEOMETRIC ROADWAY SAFETY ANALYSIS

Complete Sight Distance Analysis & Review

Stopping Sight Distance within existing travel lane

Sight Distance from driveways and intersections in the existing condition

Results of analysis recommendations for locations of improvements will be included in the scoping meeting deliverable

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

Overview

Develop the Project Design Certification (PDC).

Deliverables & Tasks

PROJECT DESIGN CERTIFICATION (PDC) FORM

Develop Project Design Certification (PDC)

QC DOCUMENTATION

Perform QC Review

SIGNED PROJECT DESIGN CERTIFICATION (PDC) FORM

Coordinate with Region Preconstruction Engineer for PDC Approval

Activity: 1Y2 - PREPARE/COMPILE SCOPING REVIEW PACKAGE

Overview

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

Deliverables & Tasks

SCOPING REVIEW PACKAGE

Compile Initial Total Project Cost Estimate

Prepare Scoping Review Package

MAINTENANCE/PRE CONSTRUCTION SITE VISIT CERTIFICATION FORM

Schedule Maintenance/Pre Construction Site Visit

Conduct Maintenance/Pre Construction Site Visit

MAINTENANCE/PRE CONSTRUCTION SITE VISIT COMMENT RESOLUTION FORM

Address Maintenance/Pre Construction Site Visit Comments

PROJECT DEFINITION DOCUMENT (PDD)

Compile Project Definition Document (PDD)

QC DOCUMENTATION

Perform QC Review

Activity: 1V2 - SCOPING MEETING

Overview

This meeting is to develop a clear project scope, schedule, and budget to which all team members agree. Renew commitments so they all concur with the new scope, schedule, and budget. Identify any potential impacts to ROW using the prescriptive 66 ft. ROW (33 ft. Each side of the roadway centerline. based on those modifications. Review, negotiate, and set scheduling software durations.

Deliverables & Tasks

SCOPING MEETING

Prepare Meeting Agenda

Invite Meeting Attendees

Distribute Review Material

Hold Meeting (2 hour in person meeting at UDOT R2)

Compile the meeting notes

Distribute Meeting Notes to all team members

Compile Risk Register and mitigation strategies

Review the PDD

REVISE PROJECT SCOPE, SCHEDULE, AND BUDGET

Revise PDD

Review/Update Schedule

Review Project Budget

Activity: 2E1 - PREPARE ENVIRONMENTAL DOCUMENT

Overview

Prepare the environmental document for the project.

Deliverables & Tasks

ENVIRONMENTAL SURVEYS AND TECHNICAL REPORTS

Aquatic delineation survey and report (sub-consultant Martin & Nicholson)

Archaeology and Architecture Surveys and Reports

Archaeology survey and report (sub-consultant Logan Simpson)

Architecture survey and report (Avenue Consultants)

Prepare DOEFOE figures and tables (Avenue Consultants)

Tribal consultation coordination with UDOT (Avenue Consultants)

ENVIRONMENTAL CLEARANCE MEMOS

UGS paleontological resource search memo (sub-consultant Logan Simpson)

UDOT Environmental Review for Aquatic Resources and Invasive Weeds memo

UDOT Threatened and Endangered Species and Wildlife Review memo

ENVIRONMENTAL DESKTOP ANALYSIS

USFWS IPaC search

Utah DNR Wildlife Habitat Analysis Tool search

Utah DEQ search

COMPILE CATEX

Draft CatEx for UDOT review

Revise and finalize per UDOT comments

ENVIRONMENTAL PERMITS

Prepare a Utah State Stream Alteration Permit

QC DOCUMENTATION

Perform QC Review

Activity: 2H1 - DEVELOP INITIAL STRUCTURE HYDRAULICS

Overview

Determine floodplain hydrologic and hydraulic requirements.

Deliverables & Tasks

PRELIMINARY DRAINAGE SUMMARY

Review Existing Hydrologic and Hydraulic Information

Conduct Field Review

Coordinate with Maintenance Team

INITIAL FLOODPLAIN COORDINATION

Coordinate with UDEM and local floodplain administrators

Coordinate with Project Team Members

Salt Lake County Coordination Meeting

DRAFT Floodplain Requirements Summary

Draft Floodplain Requirements Summary Memo

QC DOCUMENTATION

Perform QC Review

Activity: 2Q1 - DEVELOP INITIAL DRAINAGE DESIGN

Overview

Develop preliminary drainage design.

Deliverables & Tasks

DRAINAGE DESIGN CRITERIA

Develop Drainage Design Criteria

INITIAL DRAINAGE SYSTEM LAYOUT (FOR INITIAL ROADWAY MODEL 2R1)

Perform Hydrologic Analysis

Perform Hydraulic Analysis

Develop Preliminary Drainage System Design Layout

Conduct Conflict Analysis

Coordinate with Project Team Members

STORMWATER QUALITY DESIGN DOCUMENTATION

Develop Preliminary Layout of Stormwater Quality BMPs

Determine Locations of Percolation Tests for Stormwater Quality BMPs

Develop Stormwater Quality Documentation

PRELIMINARY DRAINAGE COST ESTIMATE

Develop Preliminary Drainage Cost Estimate

QC DOCUMENTATION

Perform QC Review

Activity: 2R1 - MODEL INITIAL ROADWAY DESIGN

Overview

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

Deliverables & Tasks

RECOMMENDED ALIGNMENTS REVIEW SCROLL PLOT AND KMZ

Determine Recommended Horizontal and Vertical Alignment (assume no changes to vertical alignment). Utilizing the 66 ft. Perpetual easement, Avenue will provide a "best fit" alignment that will minimize impacts to ROW, utilities, environmental resources, and structures

DEVELOP INITIAL ROADWAY MODEL

Analyze Roadway Design

Prepare Recommended Alignment Scroll Plot and KMZ

INITIAL PDC FORM

Submit Project Design Certification

ROADWAY COST ESTIMATE

Update Roadway Cost Estimate

QC DOCUMENTATION

Perform QC Review

Activity: 2U1 - UTILITY & RAILROAD IDENTIFICATION

Overview: Identify all utility companies and complete an accurate depiction of existing utility facilities within the project limits.

Sub Tasks:

Identify Utility Companies within Project Limits

Notify Utility Companies of Project and Request Utility Records/Plans

Hold Utility Scoping Meetings with Utility Companies

Coordinate with Survey Team

Obtain preliminary Level D utility information (preliminary ExUtil) preliminary

Review Horizontal Location with Utility Owner

Perform QC Review

Deliverables & Tasks:

Utility Contact List

Depiction of Utility Facilities/Subsurface Utility Engineering (SUE) Level D

Identify potential utility conflicts based on preliminary design (see 2R1)

QC Documentation

Activity: 2Y1 - PREPARE/COMPILE GEOMETRY REVIEW PACKAGE

Overview

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

Deliverables & Tasks

GEOMETRY REVIEW PACKAGE

Compile Project Cost Estimate

Review PDC

Create Geometry Design Review KMZ and Scroll Plot

Prepare Geometry Review Package

QC DOCUMENTATION

Perform QC Review

Activity: 2V1 - GEOMETRY REVIEW MEETING

Overview

This meeting is to review the recommended project alignments, consistency, accuracy, and constructability within the project scope and review the budget.

Deliverables & Tasks

GEOMETRY MEETING

Prepare Meeting Agenda

Invite Meeting Attendees

Distribute Review Material

Hold Meeting (2 hour in person meeting at UDOT R2)

Compile the meeting notes

Distribute Meeting Notes to all team members

Compile Risk Register and mitigation strategies

GEOMETRY REVIEW MEETING NOTES

Hold Meeting

Compile Meeting Notes

Update the PDD

GEOMETRY REVIEW COMMENT RESOLUTION FORM

Compile Geometry Review Comments and Submit Initial Dispositions and Responses

Activity: 4P1 - REVISE/IMPLEMENT PUBLIC INVOLVEMENT PLAN

Overview

Update PI plan to prepare for final design project needs and approval of the city and MSD officials. Activities during this phase set the stage for efficient and effective public outreach through Phase 1 and 2. PI construction will be determined after final design as a contract modification.

Deliverables & Tasks

Phases 1 & 2

REVISE PLAN

Update key messaging, schedule, stakeholders, and activities

Research local events and build event calendar for the project to reference

UPDATE AND MAINTAIN STAKEHOLDER DATABASE

Compile all stakeholder interactions and contact information in database and update throughout the project.

Assume up to 1 hours per month.

MAINTAIN PROJECT HOTLINE

Respond to and document public stakeholder interactions in a timely manner.

Troubleshoot and coordinate stakeholder issues related to project activities with help from the project team.

Assume up to 2 hours per month.

MAINTAIN PROJECT EMAIL

Monitor email account regularly and respond to all stakeholder inquiries in a timely manner

Troubleshoot and coordinate stakeholder issues related to project activities with help from the project team.

Assume up to 2 hours per month.

MAINTAIN ELECTRONIC NEWSLETTER

Assume up to 2 updates at key milestones, including: public open house, public hearing

MAINTAIN WEBSITE

Assume up to 2 update at key milestones, including: public open house, public hearing

MANAGE AND IMPLEMENT MASS COMMUNICATIONS

As needed, respond to media request and draft press information for Region Two SCM to distribute.

Develop and coordinate posting social media updates with UDOT, MSD, and Emigration City as needed.

Up to 2 posts at key milestones, including: public open house, public hearing

IMPLEMENT STRATEGIC OUTREACH EFFORTS

Canvass the corridor to deliver project flyer and update contact information prior to public open house.

Assume one canvass with two people.

Present two updates to City Council

1 during early scoping phase

1 at the end of Phase 1 to provide project information.

HOLD PUBLIC OPEN HOUSE

Hold 1 Public Open House early in Phase 1

Create and distribute a postcard mailer at public open house for distribution to residents and businesses.

Prepare meeting boards, invitations, manage meeting logistics, and hold a team preparation meeting.

HOLD PUBLIC HEARING & COMMENT PERIOD

1 public hearing (virtual and in-person)

Advertise for public hearing

Assume one press release for public hearing

Prepare PI chapter for environmental report

COORDINATE AND HOLD RIGHT OF WAY MEETINGS

Prepare and participate in right of way meetings with up to 10 property owners.

Coordinate preparation of property exhibits for meeting.

Identify and compile contact information for property owners.

Meetings will be coordinated with Avenue's ROW team and project PM.

Assume 1 hours per meeting for coordination, travel time, attendance, and notes.

DEVELOP AND SEND RIGHT OF ENTRY LETTERS

Use existing template to prepare and send letters.

Assume up to 50 properties.

QC DOCUMENTATION

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

UDOT CMS Staffing Plan

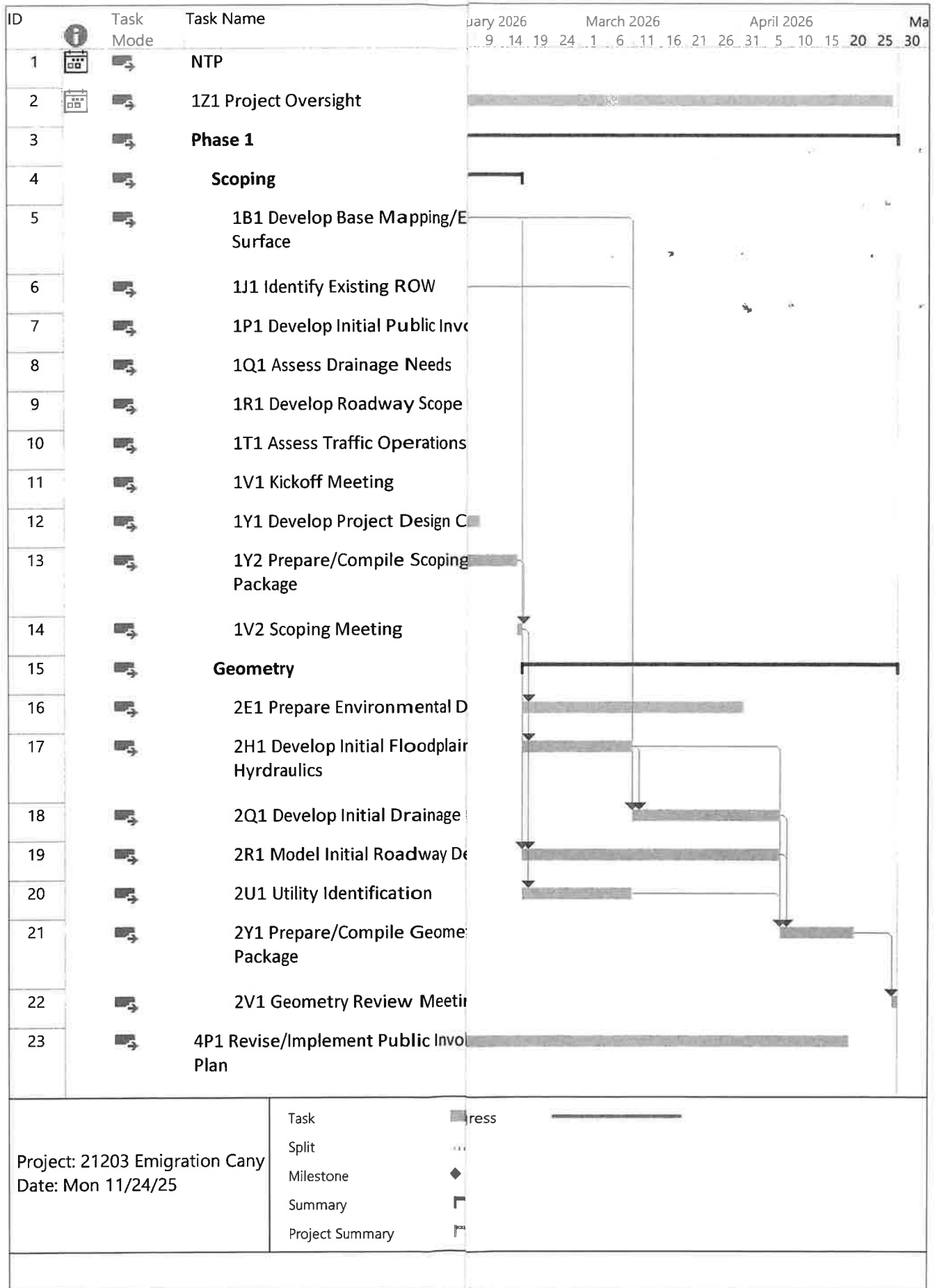
Contract Number:	NEW	Mod:	Project Number:	F-2292(2)12	PIN:	21203
UDOT Primary Contact:	Eduardo P Miranda					
PIN Description:	5655 Emigration Cyn to 9698 Emigration Cyn					

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date	Key
KUNZLER, H.G.	SR TRANSPORTATION MGR	BS	UT-186433-2202	89			NTP	Y
MILES, ROBERT	TRAFFIC GROUP LEAD	BACHELORS	UT-368607-2202	28			NTP	
YATES, CRAIG	PROFESSIONAL LAND SURVEYOR	BS	UT-5398429-2201	88			NTP	
PETERSON, JUSTIN	PLANNER	BS		10			NTP	
LOAIZA, SANTIAGO	SR ENGINEER PROJECT MANAGER	MS CIVIL ENGINEERING	UT-190593-2202	18			NTP	
TOMTEN, BLAIR	PROFESSIONAL ENGINEER	BS	UT-8847040-2202	162			NTP	Y
SEARLE, JEFFERSON	PROFESSIONAL LAND SURVEYOR		UT-5047039-2201	63			NTP	
RASMUSSEN, KRAIG	PROFESSIONAL ENGINEER	BS	UT-9754687-2202	123			NTP	
KILBURN, MEAGAN M	PROFESSION ENGINEER	BS	UT-11423752-2202	127			NTP	
HERBST, MICHAEL	PROFESSIONAL LAND SURVEYOR	ASSOCIATE	UT-5046930-2201	60			NTP	
GIRAUD, ELIZABETH	ARCHITECTURAL HISTORIAN			80			NTP	
NOETZEL, KIM	TECHNICAL EDITOR			10			NTP	
DOAK, TUCKER	UTILITIES COORDINATOR			19			NTP	
BERGFJORD, LON	ENGINEER		UT-13466039-2202	139			NTP	
ADAMS, STACEE	PUBLIC INVOLVEMENT	BACHLORS DEGREE		195			NTP	Y
MONTGOMERY, MATTHEW	ENVIORNMENTAL PLANNER	MS PLANNING		130			NTP	
HERBST, RYAN	SURVEY TECH			160			NTP	
VELEZ, KARLO	ENGINEER IN TRAINING	BS		21			NTP	
PITCHER, ADAM	GRAPHICS DESIGNER	BA		79			NTP	
ANDERSON, CAMILLE	PROFESSIONAL ENGINEER	MS	UT-14193108-2202	32			NTP	

UDOT CMS Staffing Plan

Contract Number:	NEW	Mod:	Project Number:	F-2292(2)12	PIN:	21203
UDOT Primary Contact:	Eduardo P Miranda					
PIN Description:	5655 Emigration Cyn to 9698 Emigration Cyn					

PETERSON, DALLIN	EIT	BS	179			NTP
DOW, SHADOW	PUBLIC INVOLVEMENT COORDINATOR	BA	205			NTP
BEAVER, MADELINE	SURVEY TECHNICIAN		128			NTP
SOPER, CHRISTINE	ADMIN ASSISTANT		8			NTP
			Total Hours for Avenue Consultants, Inc.:		2,153	



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 175.03% 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 11.00% of the combined estimated direct labor and the Overhead amount, which represents the CONSULTANT'S profit of \$40,330.71. The fixed fee percentage is not a floating percent and should not be billed as a percent of labor. The CONSULTANT will prorate the fixed fee payment and invoice in proportion to the percentage of work completed. If the CONSULTANT has satisfactorily completed the services in ATTACHMENT C, any portion of the fixed fee payment not previously paid in the periodic payment may be invoiced in the final payment request.
 - (f) Guest meals (meals paid by a CONSULTANT or a CONSULTANT's employee for someone other than his/her self) will not be eligible for reimbursement unless previously approved in writing by the DEPARTMENT Project Manager.
2. **MODIFICATIONS:** In the event the LOCAL AUTHORITY requires changes of services which materially affect the scope or work plan a contract modification for a change in compensation and/or time for completion must be entered into by the parties hereto prior to making such change. Any such work done without prior LOCAL AUTHORITY and the DEPARTMENT agreement must be deemed ineligible for reimbursement by the DEPARTMENT. The LOCAL AUTHORITY will not entertain requests or claims for reimbursement and remuneration unless written approval is given prior to performance of the work.
3. **PROGRESS PAYMENTS:** Progress payments are based upon the approved percentage of work completed and are made pursuant to certified invoices received.
4. **INVOICES:** The CONSULTANT will invoice the LOCAL AUTHORITY and DEPARTMENT using the actual Wage Rates, FIXED Overhead Rate, prorated Fixed Fee amount, and any additional Direct Costs. The CONSULTANT will submit monthly payment requests promptly and no later than 45 calendar days

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

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

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

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

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

6. **FINANCIAL SUMMARY:** The total maximum amount of disbursement pertinent to this contract must not exceed \$505,927.26 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-2292(2)12	PIN:	21203
UDOT Primary Contact:	Eduardo P Miranda						
PIN Description:	5655 Emigration Cyn to 9698 Emigration Cyn						

Labor Costs				
Employee Name	Contract Job Title	Hours	Proposal Rate	Labor Cost
ADAMS, STACEE	PUBLIC INVOLVEMENT	195		
ANDERSON, CAMILLE	PROFESSIONAL ENGINEER	32		
BEAVER, MADELINE	SURVEY TECHNICIAN	128		
BERGFJORD, LON	ENGINEER	139		
DOAK, TUCKER	UTILITIES COORDINATOR	19		
DOW, SHADOW	PUBLIC INVOLVEMENT COORDINATOR	205		
GIRAUD, ELIZABETH	ARCHITECTURAL HISTORIAN	80		
HERBST, MICHAEL	PROFESSIONAL LAND SURVEYOR	60		
HERBST, RYAN	SURVEY TECH	160		
KILBURN, MEAGAN M	PROFESSION ENGINEER	127		
KUNZLER, H.G.	SR TRANSPORTATION MGR	89		
LOAIZA, SANTIAGO	SR ENGINEER PROJECT MANAGER	18		
MILES, ROBERT	TRAFFIC GROUP LEAD	28		
MONTGOMERY, MATTHEW	ENVIRONMENTAL PLANNER	130		
NOETZEL, KIM	TECHNICAL EDITOR	10		
PETERSON, DALLIN	EIT	179		
PETERSON, JUSTIN	PLANNER	10		
PITCHER, ADAM	GRAPHICS DESIGNER	79		
RASMUSSEN, KRAIG	PROFESSIONAL ENGINEER	123		
SEARLE, JEFFERSON	PROFESSIONAL LAND SURVEYOR	63		
SOPER, CHRISTINE	ADMIN ASSISTANT	8		
TOMTEN, BLAIR	PROFESSIONAL ENGINEER	162		
VELEZ, KARLO	ENGINEER IN TRAINING	21		
YATES, CRAIG	PROFESSIONAL LAND SURVEYOR	88		
Total Hours:		2,153		
Total Direct Labor:				\$133,310.13
Overhead:			175.03%	\$233,332.72
Total Direct Labor plus Overhead:				\$366,642.85
Fixed Fee:			11.00%	\$40,330.71
Burdened Labor Cost:				\$406,973.56

Other Direct Charges				
ODC Item	Unit of Measure	Qty	Item Cost	Extended Cost
DATABASE (\$10 PER MONTH)	MONTH	12.0	\$10.000	\$120.00
FACILITY RENTAL (DAY)	DAY	2.0	\$500.000	\$1,000.00
HOTLINE (\$15 PER MONTH)	MONTH	8.0	\$15.000	\$120.00
MOBILE LIDAR LEVEL D	MILE	3.7	\$10,000.000	\$37,000.00
2025.1.1 VEHICLE MILEAGE	MILE	2,256.0	\$.700	\$1,579.20
POP UP EVENT MATERIALS	UNIT	.8	\$650.000	\$520.00
COURT RECORDER \$1000	EACH	1.0	\$1,000.000	\$1,000.00
DISPLAY BOARDS 24X36	UNIT	30.0	\$10.000	\$300.00
LEGAL NOTICES	UNIT	2.5	\$400.000	\$1,000.00
POSTCARDS W/ POSTAGE	UNIT	2,000.0	\$1.500	\$3,000.00

UDOT CMS Cost Proposal

Contract Number:	NEW	Mod:		Project Number:	F-2292(2)12	PIN:	21203
UDOT Primary Contact:	Eduardo P Miranda						
PIN Description:	5655 Emigration Cyn to 9698 Emigration Cyn						

PROJECT BUSINESS CARDS (500)	UNIT	1.5	\$85.000	\$127.50
POSTAGE	UNIT	.5	\$60.000	\$30.00
ELECTRONIC NEWSLETTER SERVICE	EACH	12.0	\$40.000	\$480.00
Total Other Direct Charges:				\$46,276.70
Contracted Labor				
Contracted Labor Sub	Unit of Measure	Qty	Item Cost	Extended Cost
LOGAN SIMPSON DESIGN, INC.	UNIT	1.0	\$8,317.000	\$8,317.00
RDV SYSTEMS, INC.	UNIT	1.0	\$20,900.000	\$20,900.00
GEOENGINEERS, INC.	UNIT	1.0	\$16,500.000	\$16,500.00
Martin & Nicholson Environmental Consultants, LLC	UNIT	1.0	\$6,960.000	\$6,960.00
Total Contracted Labor Charges:				\$52,677.00
Total Contract Cost:				\$505,927.26

UDOT CMS Hours Derivation

Contract Number:	NEW	Mod:	Project Number:	F-2292(2)12	PIN:	21203
UDOT Primary Contact:	Eduardo P Miranda					
PIN Description:	5655 Emigration Cyn to 9698 Emigration Cyn					

Employee Name	1Z1	1V1	1B1	1G1	1J1	1P1	1Q1	1R1	1T1	1Y1	1Y2	1V2	2E1	2H1	2Q1
KUNZLER, H.G.	38	5	0	2	0	0	0	0	2	0	0	5	10	0	0
MILES, ROBERT	0	2	0	0	0	0	0	0	0	20	0	1	5	0	0
YATES, CRAIG	4	2	52	0	24	0	0	0	0	0	0	1	5	0	0
LOAIZA, SANTIAGO	4	2	0	0	0	0	0	0	0	0	0	1	5	0	0
PETERSON, JUSTIN	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOMTEN, BLAIR	18	5	0	2	0	0	0	24	4	4	14	14	0	0	0
SEARLE, JEFFERSON	0	0	0	0	62	0	0	0	0	0	0	1	0	0	0
RASMUSSEN, KRAIG	8	3	0	0	0	0	12	0	0	0	0	6	6	16	26
KILBURN, MEAGAN M	12	3	0	0	0	0	0	24	12	6	14	10	0	0	0
HERBST, MICHAEL	0	0	60	0	0	0	0	0	0	0	0	0	0	0	0
GIRAUD, ELIZABETH	0	0	0	0	0	0	0	0	0	0	0	0	0	80	0
NOETZEL, KIM	0	0	0	0	0	0	0	0	0	0	0	0	0	8	0
DOAK, TUCKER	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0
BERGFJORD, LON	0	0	0	0	0	0	20	0	0	0	0	7	0	0	52
ADAMS, STACEE	8	2	0	0	0	12	0	0	0	0	0	1	5	0	0
MONTGOMERY, MATTHEW	8	2	0	0	0	0	0	0	0	0	0	0	5	70	0
HERBST, RYAN	0	0	160	0	0	0	0	0	0	0	0	0	0	0	0
VELEZ, KARLO	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0
PITCHER, ADAM	0	0	0	0	0	9	0	0	0	0	0	0	0	0	0
ANDERSON, CAMILLE	0	0	0	0	0	0	0	0	32	0	0	0	0	0	0
PETERSON, DALLIN	0	0	0	0	0	0	0	44	12	4	10	0	0	0	0
DOW, SHADOW	0	0	0	0	0	14	0	0	0	0	0	0	0	0	0
BEAVER, MADELINE	0	0	64	0	64	0	0	0	0	0	0	0	0	0	0
SOPER, CHRISTINE	8	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-2292(2)12	PIN:	21203
UDOT Primary Contact:	Eduardo P Miranda						
PIN Description:	5655 Emigration Cyn to 9698 Emigration Cyn						

Employee Name	2R1	2U1	2Y1	2V1	4P1													Total
KUNZLER, H.G.	0	0	0	2	25													81
MILES, ROBERT	0	0	0	0	0													21
YATES, CRAIG	0	0	0	0	0													81
LOAIZA, SANTIAGO	0	6	0	0	0													11
PETERSON, JUSTIN	0	0	0	0	2													11
TOMTEN, BLAIR	12	0	4	8	53													161
SEARLE, JEFFERSON	0	0	0	0	0													61
RASMUSSEN, KRAIG	0	0	0	0	4													121
KILBURN, MEAGAN M	36	0	2	4	4													121
HERBST, MICHAEL	0	0	0	0	0													61
GIRAUD, ELIZABETH	0	0	0	0	0													81
NOETZEL, KIM	0	0	0	0	2													111
DOAK, TUCKER	0	18	0	0	0													111
BERGFJORD, LON	0	0	0	0	0													131
ADAMS, STACEE	0	0	0	0	167													191
MONTGOMERY, MATTHEW	0	0	0	2	43													131
HERBST, RYAN	0	0	0	0	0													161
VELEZ, KARLO	0	20	0	0	0													21
PITCHER, ADAM	0	0	0	0	70													71
ANDERSON, CAMILLE	0	0	0	0	0													31
PETERSON, DALLIN	100	0	4	0	5													171
DOW, SHADOW	0	0	0	0	191													201
BEAVER, MADELINE	0	0	0	0	0													121
SOPER, CHRISTINE	0	0	0	0	0													11

UDOT CMS Hours Derivation

Contract Number:	NEW	Mod:	Project Number:	F-2292(2)12	PIN:	21203
UDOT Primary Contact:	Eduardo P Miranda					
PIN Description:	5655 Emigration Cyn to 9698 Emigration Cyn					

	1Z1	1V1	1B1	1G1	1J1	1P1	1Q1	1R1	1T1	1Y1	1Y2	1V2	2E1	2H1	2Q1	
Firm Activity Totals:	108	26	336	4	150	35	32	94	80	14	63	65	182	102	78	
	2R1	2U1	2Y1	2V1	4P1											Total
Firm Activity Totals:	148	44	10	16	566											2,15:
	1Z1	1V1	1B1	1G1	1J1	1P1	1Q1	1R1	1T1	1Y1	1Y2	1V2	2E1	2H1	2Q1	
Transaction Activity Totals:	108	26	336	4	150	35	32	94	80	14	63	65	182	102	78	
	2R1	2U1	2Y1	2V1	4P1											Total
Transaction Activity Totals:	148	44	10	16	566											2,15:

Diana Baun

From: Michelle Henrie <michelle@mhenrie.com>
Sent: Thursday, June 4, 2026 10:17 AM
To: dbrems@emigration.utah.gov; charris@emigration.utah.gov
Cc: rpinon@emigration.utah.gov; jhawkes@emigration.utah.gov; ngriffith; Diana Baun
Subject: Re: Emigration Canyon Healthy Community and Road Noise

Mayor Brems, Councilors,

I look forward to hearing what Dawn learns. My preliminary research found this camera product: <https://soundvue.com/>. It has a "Halo" microphone array that can distinguish between the noise source and reverberations because canyon wall reflections arrive from different directions than the vehicle noise. The video syncs with the audio and captures the license plate too. New York City uses these cameras and processes the citations civilly through its Department of Environmental Protection, not criminally through a traffic court. I read that the fines are \$800 for a first offense and \$2,500 for a third offense. This camera, with all costs and fees (shipping, calibrating...) is approximately \$38,000 - \$48,000 to purchase and set up with an ongoing annual cost of \$7,150 (plus there's a human cost).

A Healty Community application could propose something like this:

- **Year 1 (2026), Groundwork:** Make sure our noise ordinance is what it needs to be, establish the justice court system, perform roadblocks and muffler inspections to send the message that this community cares about noise, and determine how to fund the sound camera. Apply for a Healthy Communities grant (\$5000) and set up funding source. If tickets are \$500/\$1000/\$1500, and there's at least one ticket a day in the summer (say 90 days), the camera should easily pay for itself and the City may be able to just finance it.
- **Year 2 (2027), Deploy and Refine:** Purchase and deploy the camera, refine the enforcement system (camera plus continued roadblocks, build a collections component).
- **Year 3 (2028), Enjoy:** Continue to implement and enjoy a quieter canyon.

Best regards,

Michelle

From: David Brems <dbrems@emigration.utah.gov>
Date: Wednesday, June 3, 2026 at 5:05 PM
To: Catherine Harris <charris@emigration.utah.gov>
Cc: Michelle Henrie <michelle@mhenrie.com>, "rpinon@emigration.utah.gov" <rpinon@emigration.utah.gov>, "jhawkes@emigration.utah.gov" <jhawkes@emigration.utah.gov>, "ngriffith@emigration.utah.gov" <ngriffith@emigration.utah.gov>, "Dbaun@msd.utah.gov" <Dbaun@msd.utah.gov>
Subject: Re: Emigration Canyon Healthy Community and Road Noise

Michelle, thank you for your comments about sound in Emigration Canyon. Sound has been an issue of ECCC for many years. UPD has previously indicated they were acquiring or had acquired a sound camera for shared use in Emigration Canyon and other canyons and cities. Detective Larsen indicated at

our last meeting that Emigration Canyon will need to acquire its own camera. I asked the cost which hopefully Dawn will present at our next meeting. ECCC is also in the process of hiring/finding a justice court to hear ECCC cases. I hope we will be able set up a road block at the mouth of the canyon on occasion, in the evening, to check for modified exhausts and ticket offenders. Sound is a quality of life issue.

Mayor Brems

On Wed, Jun 3, 2026 at 2:11 PM Catherine Harris <charris@emigration.utah.gov> wrote:

Hi Michelle, cc all,

Thanks for your comments. You copied our clerk Diana Baun, and so you're already included in public comment for this month.

And, I apologize in advance for any typos or misspellings. I'm in a big splint after wrist/thumb surgery which makes typing challenging and slow - I'm definitely missing having an opposable thumb on both hands! I'll try to catch and correct any mistakes before sending this.

I remember when Dr. Parker-Jones gave that presentation. It's frustrating that almost 5 years later we have not made any appreciable progress on stopping the noise, or ticketing those who produce it. I agree that there seems to be an increase in both loud cars and motorcycles.

You're probably aware that under our current laws, and because we're in a canyon where verifiable decibel level can be disputed, (many devices are not studied in these environments and so not admissible as evidence) it has been challenging to ticket offenders. The tickets just get dismissed.

Another approach involves physically stopping loud motorcycles or cars to verify that the muffler is legal (many vehicles are modified after purchase to increase noise). However, this approach also faces limitations because police coverage is not full-time.

There is, we have heard, a newer decibel level reader which would provide more accurate information, and so make it easier to ticket offenders. We have encouraged UPD to prioritize acquiring this device, and hope to have more information about this soon. We can't control the amount of traffic on our public roads, however, we can work to ensure that all motor vehicles are in compliance with noise standards as well as other emissions and safety regulations, and enforce the traffic laws.

You probably know that sections of Parleys canyon will be restricted in the evening and overnight throughout the summer and fall - this will lead to even more "bypass" traffic in our canyon, particularly during those hours. We're working with UPD to have coverage tailored to managing this situation. We currently don't have much late evening coverage from UPD, but are hopeful that we can get more.

If we can do this, my hope is that it will also mitigate some of the summertime "midnight noisemakers".

Thanks again for your letter, best,
Rin (Catherine) Harris

On Mon, Jun 1, 2026 at 6:58 PM Michelle Henrie <michelle@mhenrie.com> wrote:

Dear Councilor Pinon,

Thank you for leading the discussion about the Healthy Utah Community designation through Get Healthy Utah and the Utah League of Cities and Towns.

I attach a presentation on motorcycle noise in Emigration Canyon that was prepared by Dr. Kirtly Jones with calibrated decibel measurements back in 2021. The data shows that residents experience more than 100 noise events exceeding 80 decibels on a typical day, with peak motorcycle noise reaching 106 to 110 decibels. The presentation also documents the air quality burden from motorcycle emissions, which compounds the health impact. Since 2021, I personally have seen a rise in loud cars—not just motorcycles. I think the problem has magnified.

The Healthy Utah Community program recognizes cities that implement evidence-based strategies to improve community health. Noise pollution is a well-documented public health issue, linked to cardiovascular stress, sleep disruption, and reduced quality of life, and it is one where Emigration Canyon has both a clear need and an opportunity to lead. Tackling noise as the centerpiece of an application would allow the City to address a longstanding resident concern through a framework that brings recognition, resources, and structure to the effort.

If you choose to pursue a Healthy Utah Community designation based on and targeted to noise pollution, I would be glad to participate in or lead the application effort. If the choice is made to go a different direction, I respect that decision but probably would not be the right fit. In any event, I am glad to share Dr. Jones' presentation with you showing that noise is not just annoying, it negatively affects our community's health.

Best regards,

Michelle Henrie

5696 E Emigration Canyon Rd.

Diana Baun

From: R Macfarlane <robert.c.macfarlane@gmail.com>
Sent: Friday, June 12, 2026 3:27 AM
To: dbrems@emigration.utah.gov; cameron; charris@emigration.utah.gov; jhawkes@emigration.utah.gov; rpinon@emigration.utah.gov; ngriffith
Cc: Diana Baun; Tolin Hessel; Eduardo Miranda; HG Kunzler; Tamaran Woodland
Subject: PIN 21203 — Request for June 16 Council Agenda Item: Basis for the Assumed 66-Foot Right-of-Way Corridor, Before the June 30 Open House

Mayor David Brems and Members of the Council
Emigration Canyon City

Re: PIN 21203 — Request for June 16 Agenda Item: The Basis for the Assumed 66-Foot Right-of-Way Corridor, Before the June 30 Open House

Dear Mayor Brems and Members of the Council:

I write as an Emigration Canyon property owner and taxpayer regarding the UDOT Emigration Canyon Road project, PIN 21203, ahead of the June 30 public open house. My purpose is fiscal: this city's residents will live with both the project and its costs, and the council is the body positioned to insist on fiscal discipline before designs harden. I want to ensure the council understands what was — and was not — established at the June 8, 2026 project meeting at UDOT Region 2, which I attended along with UDOT's project manager, its right-of-way and environmental staff, Avenue Consultants, and MSD.

Three facts should concern the council.

First, the project is being designed to an assumed right-of-way of 33 feet on each side of centerline — a 66-foot corridor through the canyon — yet at the June 8, 2026 meeting, UDOT's own right-of-way representative confirmed that no parcel-by-parcel ownership assessment has been performed along the corridor. The project's own contract documents acknowledge that county parcel data does not align with the assumed right-of-way. The traveled roadway through the canyon is narrow, and where UDOT cannot document recorded ownership, its rights rest on an unadjudicated prescriptive easement — which under Utah law is limited to the width actually used, established parcel by parcel, with the burden on UDOT.

Second, at that same June 8 meeting, MSD — serving as the city's engineer — confirmed that its corridor records work is being performed by an intern, remains at the stage of reviewing historical handwritten documents, and has produced no formal work product. Both UDOT and MSD, in the same meeting, confirmed these facts directly. The city is being asked to support a design footprint that neither UDOT nor its own engineer has verified.

Third, the budget does not match the risk. I understand the overall project fund includes approximately \$400,000 for land acquisition. That line item is an acknowledgment that acquisition is expected — yet no acquisition-cost analysis has been presented, and the number was necessarily set before any parcel-by-parcel ownership work existed to support it. If the 66-foot assumption fails on even a modest fraction of the corridor's parcels, actual acquisition — appraisals, negotiations, damages, and potentially condemnation proceedings — could exceed that figure many times over.

Here is what should trouble the council most: in every public meeting on this project to date, no one — not UDOT, not MSD, not Avenue Consultants — has directly addressed the basis for the claim that a 66-foot owned right-of-way corridor exists along this roadway. The design rests on that claim. The budget rests on that claim. And no party has yet stood before this council and presented the recorded instruments that support it.

As a taxpayer, I am not asking the city to oppose this project. I am asking it to protect itself, with three specific steps.

First — and this is my central request — place the right-of-way question on the agenda of the council's June 16, 2026 meeting as a standalone item: "Basis for the Assumed 66-Foot Right-of-Way Corridor (33 Feet Each Side of Centerline), PIN 21203." Assign it to whichever party asserts that ownership — Ms. Woodland for MSD as city engineer, or Avenue Consultants — and invite Mr. Miranda or UDOT's right-of-way division to address it directly. The council's existing agenda structure already accommodates this: MSD delivers engineering updates at each meeting, and Avenue Consultants has presented on this very study with UDOT's project manager in attendance. The only change is the question being asked. Hearing this on June 16 — before the June 30 open house — means the council and the public arrive at that open house knowing whether the design's foundational assumption has support. If the ownership basis is sound, the presentation will be short and the matter settled. If it is not, the council will have learned that before the design hardens rather than after — and either answer protects the city and its taxpayers. If the June 16 agenda truly cannot accommodate it, I ask that the item be set for the earliest meeting thereafter — but the value of this question lies in asking it before, not after, the public is shown a settled design.

Second, request from UDOT a written acquisition-cost and economic-feasibility analysis that tests the \$400,000 figure against the possibility that the 66-foot assumption does not hold uniformly — and make clear that the city's support for any design is contingent on that analysis.

Third, ask that UDOT's June 30 open house materials disclose plainly that right-of-way ownership along the corridor has not been determined and that the design width is an unverified assumption.

These requests cost the city nothing now. Declining to make them could cost it considerably later — in dollars, in delay, and in residents' trust that their local government asked the obvious question while there was still time to ask it.

I am available to brief the council or share the documentation underlying this letter, including UDOT's written acknowledgment in December 2025 that its right-of-way investigation had not been carried out.

Regards,

Robert Macfarlane
6102 Emigration Canyon Road
Salt Lake City, UT 84108
robert.c.macfarlane@gmail.com

cc: Cameron Platt, City Attorney; Greater Salt Lake Municipal Services District (city engineer); UDOT Region 2 Project Manager