

REQUEST FOR PROPOSALS



UTAH DEPARTMENT OF TRANSPORTATION



4 Interchanges on Bangerter HWY (SR-154)

Project No. S-0154(12)11

Salt Lake County

INSTRUCTIONS TO PROPOSERS

APPENDIX B: PRICE PROPOSAL INSTRUCTIONS

Addendum 210 - ~~October~~ December 68, 2016

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Table ITP-B-1 – Allocation Percentages for Utility Relocation Costs

<i>ID</i>	<i>Utility Company</i>	<i>Notes</i>	<i>Interchange</i>
	Type of Agreement	Master Utility Agreement	
	Design Relocation	Design-Builder	
	Construct Relocation	Design-Builder	
	UDOT's Cost share	100%	
08	<u>Summit Infrastructure Group</u> Manuel Bros., Inc.	Private Company	All Interchanges
	Type of Agreement	Master Utility Agreement	
	Design Relocation	Design-Builder	
	Construct Relocation	Design-Builder	
	UDOT's Cost share	50%	
09	MCI Communication Services (Verizon Business)	Private Company	5400 South
	Type of Agreement	Master Utility Agreement	
	Design Relocation	Design-Builder	
	Construct Relocation	Design-Builder except cable and pedestal procurement, pulling, and splicing MCI Communication Services to provide cable and pedestal procurement, pulling, and splicing	
	UDOT's Cost share	50%	
10	Questar Gas Company	Private Company	All Interchanges
	Type of Agreement	Statewide Utility Relocation Agreement	
	Design Relocation	Questar	
	Construct Relocation	Questar	
	UDOT's Cost share	50%	
11	Rocky Mountain Power	Private Company	All Interchanges
	Type of Agreement	Statewide Utility Relocation Agreement and Project Agreement Number 1	
	Design Relocation	Rocky Mountain Power	
	Construct Relocation	Design-Builder trenching, conduit, and bedding material for all underground Utility Work Rocky Mountain Power except trenching, conduit, and bedding material for all underground Utility Work	
	UDOT's Cost share	100% at 11400 South 83% at 9000 South 50% at 7000 South 60% at 5400 South	
12	South Jordan City	Municipal Corporation	11400 South
	Type of Agreement	Master Utility Agreement	
	Design Relocation	Design-Builder	

Table ITP-B-1 – Allocation Percentages for Utility Relocation Costs

<i>ID</i>	<i>Utility Company</i>	<i>Notes</i>	<i>Interchange</i>
	Construct Relocation	Design-Builder	
	UDOT’s Cost share	100%	
20	Zayo Group LLC.	Private Company	All Interchanges
	Type of Agreement	Master Utility Agreement	
	Design Relocation	Design-Builder	
	Construct Relocation	Design-Builder except cable/pedestal procurement, pulling, and splicing	
		Zayo Group LLC cable/pedestal procurement, pulling, and splicing	
	UDOT’s Cost share	50%	
21	<u>Electric Lightwave, LLC</u>	<u>Private Company</u>	<u>9000 South & 5400 South</u>
	<u>Type of Agreement</u>	<u>Master Utility Agreement</u>	
	<u>Design Relocation</u>	<u>Design-Builder</u>	
	<u>Construct Relocation</u>	<u>Design-Builder except cable/pedestal procurement, pulling, and splicing</u>	
		<u>ELI- cable/pedestal procurement, pulling, and splicing</u>	
	<u>UDOT’s Cost share</u>	<u>50%</u>	
	Design-Builder Miscellaneous Costs (DBMC) (all utilities herein)	100% of costs to be included in DB’s Bid	

The Design-Builder shall be bound to Utah Law per Utah Code 72-6-116, unless otherwise specifically noted in the master agreement between UDOT and each third party utility company, in-case of discrepancy the executed Master Agreement shall govern.

4.1.3 Utility Relocation Incentive/Disincentive

The utility relocation incentive/disincentive applies to those utility companies listed as being responsible for the relocation design/construction of their facilities and is described in Part 2, Section 20.4 (Utility Relocation Incentive/Disincentive).

5— BID AMOUNT FOR AWARD CONSIDERATION

The Bid Amount for Award Consideration includes the Base Build and the Build Alternative (as described in Part 4 (Project Configuration)), Time Components, and associated Utility Costs. The Proposer shall submit the Price Proposal including betterments on the “Submittal of Proposals” date specified in Table ITP-2. The Proposer shall provide pricing for design and construction of the Base Build and the Build Alternative. If the Base Build, Utility Costs, and Build Alternative cannot be priced at or below the Project funding, the Department may not exercise the Build Alternative.

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ITP-C:

FORMS

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Form ATC-R	Alternative Technical Concept Response
Form ATC-S	Alternative Technical Concept Submittal
Form BA	Build Alternative Price Allocation
Form BC	Claim of Business Confidentiality
Form C	Single Point of Contact
Form CF	RFP Comment Form
Form CR	Commitment to Assign Identified Resources to Project
Form EPD	Escrow Agreement
	Exhibit A: Escrow Agreement for the Contract
	Exhibit B: Escrow Agent Holding Fees
Form IC	Certificate Regarding Ineligible Contractors
Form IS	Certificate Regarding Ineligible Subcontractors
Form KP	Key Personnel Information
Form LC	Lobbying Certificate
Form LSI	Letter of Subcontractor Intent
Form NC	Noncollusion Affidavit
Form NS	Named Subcontractors
Form OC	Opinion of Council
Form PA	Price Allocation
Form PP	Price Proposal Cover Sheet
Form Proposal Letter	Proposal Letter
Form SA	Stipend Agreement
Form SR	Statement of Representations in Proposal
Form UC	Utility Cost - <u>Revised</u>

FORM UC: UTILITY COSTS

Line No.	Form PA No.	Utility ID	Activity	This column not input into EBS	Lump Sum Prices (to be entered into Form PA)	
6 Utility Work performed by the Design-Builder						
		01	AT&T Corp.	\$ -		
		02	CenturyLink	\$ -		
		03	Comcast Cable	\$ -		
		04	Daybreak Secondary Water	\$ -		
		05	First Digital Telcom	\$ -		
		06	Granger Hunter Improvement District	\$ -		
		07	Kearns Improvement District	\$ -		
		08	Manuel Bros., Inc.-Summit Infrastructure Group	\$ -		
		09	MCI (Verizon Business)	\$ -		
		10	Questar Gas Company	\$ -		
		11	Rocky Mountain Power 5400 S (exclude Build Alternative)	\$ -		
		11	Rocky Mountain Power 7000 S	\$ -		
		11	Rocky Mountain Power 9000 S	\$ -		
		11	Rocky Mountain Power 11400 S	\$ -		
		12a	South Jordan City	\$ -		
		12b	South Jordan City Betterment	\$ -		
		13	South Valley Sewer District	\$ -		
		14	Syringa Networks, LLC	\$ -		
		15a	Taylorsville City	\$ -		
		15b	Taylorsville City Betterment	\$ -		
		16a	Taylorsville Bennion Improvement District	\$ -		
		16b	Taylorsville Bennion Improvement District Betterment	\$ -		
		17	US Bureau of Reclamation	\$ -		
		18a	West Jordan City	\$ -		
		18b	West Jordan - 7000 South Sanitary Sewer Repair			
		18c	West Jordan City Betterment - 7000 South	\$ -		
		18d	West Jordan City Betterment - 9000 South	\$ -		
		19	Zayo Group	\$ -		
		20	Welby Jacobs Canal	\$ -		
		21	Electric Lightwave, LLC	\$ -		
A	6	Subtotal to be entered on Form PA Item 6a (Subtotal of Utility Work performed by the Design-Builder)				\$ -
7 Department's cost share responsibility for Utility Work performed by Third-Parties						
		01	AT&T Corp.	\$ -		
		02	CenturyLink	\$ -		
		03	Comcast Cable	\$ -		
		05	First Digital Telcom	\$ -		
		08	Manuel Bros., Inc.-Summit Infrastructure Group	\$ -		
		09	MCI (Verizon Business)	\$ -		
		10	Questar Gas Company	\$ -		
		11	Rocky Mountain Power 5400 S (exclude Build Alternative)	\$ -		
		11	Rocky Mountain Power 7000 S	\$ -		
		11	Rocky Mountain Power 9000 S	\$ -		
		11	Rocky Mountain Power 11400 S	\$ -		
		14	Syringa Networks, LLC	\$ -		
		19	Zayo Group	\$ -		
B	7	Subtotal to be entered on Form PA Item 7 (Subtotal of Department's cost share responsibility for Utility Work performed by Third-Parties)				\$ -
8 Third-Parties' cost share responsibility for Utility Work performed by Design-Builder (credit/negative \$)						
		01	AT&T Corp.	\$ -		
		02	Century Link	\$ -		
		03	Comcast Cable	\$ -		
		05	First Digital Telcom	\$ -		
		08	Manuel Bros., Inc.-Summit Infrastructure Group	\$ -		
		09	MCI (Verizon Business)	\$ -		
		10	Questar Gas Company	\$ -		
		11	Rocky Mountain Power 5400 S (exclude Build Alternative)	\$ -		
		11	Rocky Mountain Power 7000 S	\$ -		
		11	Rocky Mountain Power 9000 S	\$ -		
		11	Rocky Mountain Power 11400 S	\$ -		
		12b	South Jordan City Betterment	\$ -		
		14	Syringa Networks, LLC	\$ -		
		15b	Taylorsville City Betterment	\$ -		
		16b	Taylorsville Bennion Improvement District Betterment	\$ -		
		18b	West Jordan City Betterment - 7000 South	\$ -		
		18c	West Jordan City Betterment - 9000 South	\$ -		
		19	Zayo Group	\$ -		
		21	Electric Lightwave, LLC	\$ -		
C	8	Subtotal to be entered on Form PA Item 8 Subtotal of Third-Parties' cost share responsibility for Utility Work performed by Design-Builder (credit/negative \$)				\$ -

2. Definition of Terms and Phrases

Interpret the following phrases and capitalized terms used in the Contract as follows:

<i>Term</i>	<i>Meaning</i>
5400 South Interchange Start Date	The date Interchange Work begins on the 5400 South and Bangerter Interchange, excluding the Build Alternative (if exercised), demolition of homes identified in Part 4-14 (Right-of-Way), potholing, and geotechnical investigation. Also excluded is clearing, grubbing, and traffic control associated with the Rocky Mountain Power Utility Work. <u>Interchange</u> Work may not begin any earlier than March 6, 2017.
5400 South Interchange Completion Date	The date the 5400 South and Bangerter Highway Interchange is complete in accordance with the requirements defined in Part 2, Section 13.1.1.1 (Interchange Completion), excluding the Build Alternative (if exercised).
7000 South Interchange Start Date	The date Interchange Work begins on the 7000 South and Bangerter Interchange, excluding demolition of homes identified in Part 4-14 (Right-of-Way), potholing, and geotechnical investigation. <u>Interchange</u> Work may not begin any earlier than March 6, 2017.
7000 South Interchange Completion Date	The date the 7000 South and Bangerter Highway Interchange is complete in accordance with the requirements defined in Part 2, Section 13.1.1.1 (Interchange Completion).
9000 South Interchange Start Date	The date Interchange Work begins on the 9000 South and Bangerter Interchange, excluding demolition of homes identified in Part 4-14 (Right-of-Way), potholing, geotechnical investigation, and installation of internal joint seal protections for the USBOR aqueduct. Also excluded is clearing, grubbing, and traffic control associated with the Rocky Mountain Power Utility Work. <u>Interchange</u> Work may not begin any earlier than March 6, 2017.
9000 South Interchange Completion Date	The date the 9000 South and Bangerter Highway Interchange is complete in accordance with the requirements defined in Part 2, Section 13.1.1.1 (Interchange Completion).
11400 South Interchange Start Date	The date Interchange Work begins on the 11400 South and Bangerter Interchange, excluding demolition of homes identified in Part 4-14 (Right-of-Way), potholing, and geotechnical investigation. Also excluded is clearing, grubbing, and traffic control associated with the Rocky Mountain Power Utility Work. <u>Interchange</u> Work may not begin any earlier than March 6, 2017.
11400 South Interchange Completion Date	The date the 11400 South and Bangerter Highway Interchange is complete in accordance with the requirements defined in Part 2, Section 13.1.1.1 (Interchange Completion).
Abandonment	After a Utility Company has decommissioned a Utility, the Work necessary for each Utility (including appurtenances) for a Utility that is not removed, using proper Utility Company and/or industry procedures (e.g., flushing, capping, filling with grout or sand) or other procedures Approved by the Department. Design-Builder is responsible to coordinate with the Utility Company when it is necessary for the Utility Company to be involved in the decommissioning of a Utility (including appurtenances).
Acceleration Cost	The meaning set forth in Part 2, Section 16.6.2 (Limitation on Acceleration Costs and Delay Damages).
Actual Cost	Design-Builder's direct Cost to provide labor, material, equipment (owned or

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CONTRACT DOCUMENTS

PART 4:

PROJECT DESIGN AND CONSTRUCTION REQUIREMENTS

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6. Geotechnical
Attachment A (Geotechnical MOI)
7. Landscaping and Aesthetics – Revised
8. Lighting
9. Maintenance During Construction
10. Maintenance of Traffic
11. Pavement
12. Public Involvement and Information Services
13. Railroad
14. Right-of-Way – Revised
Attachment 14-A (Right-of-Way Schedule)
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15. Roadways
Appendix 1 Project Design Criteria
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16. Signs
17. Structures – Revised
18. Traffic Signals
19. Utilities – Revised
20. Photographs

3C-3 Ramp Meters

Design, construct, and integrate the underground portion and partial above ground portion of a ramp meter system for all Bangerter Highway on-ramps. The underground portion consists of lane detection loops, conduits, junction boxes, cabling, power circuitry, pole foundations, and an ATMS cabinet. The above ground portion is the signal poles. Detection devices in new pavement areas shall be preformed loops placed under new pavement. Use preformed loops with continuous 14-gauge wire without splices in the loop and on UDOT's list of accepted materials. Saw cut loops are not allowed in new pavement areas. Ramp meter storage on the Interchange On-Ramps shall be provided in accordance with the Part 4-15 (Roadways).

Design, construct, and integrate the system to allow the Department to collect ramp lane volumes from the lane detectors.

3C-4 Changeable Message Sign (CMS)

Design a complete CMS system for future installation by the Department. Install two 2 inch conduits (power and communication) terminating at two Type II Junction Boxes between the future CMS pole and ATMS cabinet. Provide the ATMS power source.

Construct the ATMS maintenance pullout areas for the future CMS.

Locate the ~~VMS-CMS~~ boards on Bangerter Highway between the off ramp gores and the structure at 7000 South, centered over the traveled lanes (sign bridge) at the approximate locations listed below:

- A. Northbound Bangerter Highway, prior to 7000 South
- B. Southbound Bangerter Highway, prior to 7000 South

Coordinate future CMS locations with the Department during the design process. Include CMS locations in the Signing Plan submittal required in Section 16 (Signs). The design of each CMS shall include~~Provide~~ overhead access catwalks ~~on each CMS~~ that extend from the outside edge of the shoulder to the CMS. CMS messages must be visible and legible by at least one CCTV camera.

3C-5 ATMS Cabinets

Determine location of and construct ATMS cabinets, including the cabinet foundations, electrical power, junction boxes, vaults, conduit, grading, cables, and conductors, for each ATMS device location.

- A. Locate cabinets for CCTV installations within 100 feet of the camera pole base. CCTV Cabinets may be pedestal or pole mounted.
- B. Locate cabinets for TMS installations within 100 feet of the TMS subsystem. TMS Cabinets may be pedestal or pole mounted.
- C. Mount the CMS Cabinets between 250 Feet and 500 Feet upstream of the CMS structure. Cabinets for CMS may be pedestal or pole mounted.

- A. Provide metered service to all ATMS cabinets and devices within the Project limits. Meter may be combined with traffic signals, but must be separate from meter for lighting. The rate schedule for this meter is found on Rocky Mountain Power's schedule 15.2 at <http://www.rockymountainpower.net/about/rar/uri.html>.
- B. Existing Department ATMS power services may be used to provide power to new or relocated devices, if the service can accept, or be modified to accept, additional load, and if the voltage drop to all facilities energized from the service does not exceed NEC requirements. Where electrical power service exists, provide the electrical power feeder and branch circuit from the point of service to the ATMS equipment. Existing power services for other agencies or private interests are not permitted to power Department ATMS elements.
- C. Where electrical power service does not exist, coordinate with the Utility for the building of an electrical service point to a location at the edge of the ROW. The Design-Builder shall pay for the cost of the Utility construction. Coordinate with Utility companies and cover the cost. Provide the electrical power feeder and branch circuit from the edge of the ROW to the ATMS equipment
- D. It is the Design-Builder's responsibility to supply all electrical calculations for ATMS facilities for full functionality.
- E. Energize controller/cabinet assemblies. Provide a step-down transformer where service higher than 120 volts is used. Include with every cabinet an additional load allowance of 12 amperes (A) for powering cabinet convenience outlets. Label the cabinet destinations on each power service with a plated label.
- F. Electrical power costs for new permanent services shall be paid by the Department.

3C-9 Cabling and Conductors

Design, furnish, and install all conductors, connectors, and cables.

CCTV cables, NID/TMS Cables, and CMS Multi-Mode Fiber Optic Cables are Department Furnished and the Design-Builder is to design, install, and integrate into the fiber optic system.

Remove and dispose of all abandoned ATMS features.

3C-10 Vaults and Junction Boxes

Furnish and construct all at grade junction boxes and pull boxes.

- A. Protect-in-place all existing vault locations within the backbone system. If existing vaults are inside the travel lanes of the roadway, sweep conduits to the shoulder and install two new Type III junction boxes. ~~Terminate each half of the conduit bundle into the junction boxes installed side by side, or end to end.~~
- B. Install two new Type III junction boxes on the shoulder of the roadway, and sweep existing vacant conduits to terminate inside of new junction boxes if existing vault locations are not in locations where access to the duct system is necessary. Do not sweep existing cabling or conduits filled with existing cables into new junction boxes if the cabling does need access by the Department.
- C. Junction boxes shall be no smaller than a type II when the box contains future use conduit for fiber-optic cable.

- D. Junction boxes shall be no smaller than type III when containing a splice enclosure or designed for a future splice location.
- E. Do not place junction boxes or vaults in a flood-prone area, irrigation area, drainage ditch, or paved shoulders.
- F. Locate junction boxes for splice enclosures within 25 feet of a vehicle access point. Locate the junction box with a splice enclosure such that there are no obstructions to prevent a vehicle and splice trailer from accessing the junction box. Provide a clear area 50 feet long and 14 wide parallel to the access road with the grading no steeper than 6:1.
- G. If junction boxes are placed within maintenance pullout areas, locate boxes centered in the width of the maintenance area. Provide boxes that are concrete vaults with cast iron lids.
- H. Only power conductors are to be placed in Type I Junction Boxes.
- I. Locate conduit system between vaults and junction boxes.
 - 1. Establish a junction box/vault naming system that corresponds with the predominant relative route number and milepost to the nearest tenth of a mile and a letter designation of 'A-Z' for multiple boxes within the same respective tenth of a mile.
- J. Place the following in a table on the plan sheet for the ATMS junction box/vault location:
 - 1. Northing-Easting
 - 2. Project Stationing
 - 3. Latitude-Longitude
 - 4. Local street addressing

Place ground rods in a corner of the junction box leaving the interior 50% clear of any ground rod. Do not place the ground rod in the pass-through space of any entering conduit.

3C-11 Conduits

- A. Verify at least one conduit in the existing duct system has a viable pathway by proofing existing conduits with a Department approved mandrel. Replace any crushed conduit in 10 feet increments. Provide documentation to the Department Fiber Manager of all conduit repairs, and verification that at least once conduit is free from obstructions. Document condition or blockages of remaining conduits.
- B. Design, construct, and integrate a 144-strand, single-mode fiber-optic (SMFO) cable ~~and new 1D HDPE conduit system inside the existing conduit path~~ on Bangerter Highway. Install the new 1D conduit system within the limits of roadway construction along Bangerter Highway. Connect the new conduit system to the existing conduit system in a new Type III junction box.
- B.C. Design, construct, and integrate a 1D HDPE conduit system along each of the cross-street interchanges within the Project limits for the 72-strand SMF for the fiber-optic communication system. Splice fiber optic systems together on project cross street

- E. Provide Internet Protocol (IP) Ethernet communication for all devices.
- F. Extend backbone fiber cable beyond the Project limits to the nearest existing full splice point. Maintain a minimum distance of 10,000 feet between all full splice points (including modifying any existing cables). Existing full splice points are located at: 13400 South, 10400 South, 9000 South, 5400 South, and 3500 South. New full splice points are allowed to be created at 11800 South and 7000 South. The existing full splice at 5400 South may be relocated to 4700 South. Roll-end splices shall be more than 10,000 feet from all hubs. Mid-span full splices are not allowed. Notify the Department of the date to perform the full splice seven days prior to the proposed splice date.
- G. Coil any excess fiber slack in the junction boxes.
- H. 60 Days prior to splicing, request fiber splice details from the Department Fiber Optics Group. The request shall include the final ATMS cabinet and splice locations, and the ATMS devices within each cabinet. Modifications to a cabinet or splice location after submitting the request will extend the time period to deliver the fiber splice details an additional 30 days. Splice details will be delivered from the Department to the Design-Builder no more than 5 days prior to the Design-Builder's published splicing schedule.
- I. 60 days prior to integration, request from the Department the channel diagrams. The request shall include existing IP addresses, existing channel diagram, the devices needing new addresses for each cabinet.
- J. Identify all third-party communication service providers (i.e. Utopia, etc.) lines, within the Project limits on the design drawings.
- K. Any disruption of service to the communications in the UDOT fiber shall be coordinated with Lynne Yocom (801-887-3780; lyocom@utah.gov) or Leon Hadley (801-887-3765; lhadley@utah.gov), and shall be in accordance with time requirements as designated in the RFP.

3C-13 Integration and Testing

- A. Conduct integration and Local Field Operations Test (LFOT) for all ATMS components and fiber that meet the following criteria:
 - 1. A new device and/or cabinet supporting device has been installed or relocated.
 - 2. A communications path between the device and the local cabinet has been disturbed and/or relocated.
 - 3. A communications path between the local cabinet and its communication hub has been disturbed and/or relocated.
 - 4. New and Re-constructed traffic signals shall have signal controller cabinet, fiber and switch devices tested, configured and passed inspection prior to erecting any traffic signal poles.

of the roadway, use the sag location check event for both the inlet and the downstream conveyance system. Low points where water can overtop the curb and escape do not warrant being designed for the sag location design event.

1. Provide flanking inlets on either side of new sag point inlets. Provide flanking inlets on either side of existing sag point inlets where flanking inlets do not exist and where the sag point inlets are impacted by or adjacent to proposed Project improvements. Flanking inlets are not to be considered as intercepting flow to reduce the bypass flow to the sag point.
 2. Where high-back curb is used, use combination curb and grate inlets for all sag and low points located within the curb and gutter.
- D. Determine inlet efficiency using Department standard grates, refer to UDOT Standard Drawings. Design inlets located in roadside ditches, interstate mainline, Bangerter Highway, and ramps with standard grates; design inlets located elsewhere with bicycle-safe grates. Use grates with grating bars oriented to match the orientation of the flow.
- E. Storm drain computations are to account for inlet bypass flows.
- F. Use a clogging factor of 30 % for inlets on grade and 50% for inlets in sag locations.
- G. Inlets or cleanouts are required at the following locations:
1. Where three or more pipes converge,
 2. At intermediate points along pipe sections such that the maximum access spacing is not exceeded,
 3. Where pipe size or shape changes,
 4. Where pipe material changes,
 5. Where change in horizontal or vertical pipe alignment occurs.
- H. Space inlets or cleanouts in accordance with Table 4D-4 (Access Spacing).

**TABLE 4D-4
 ACCESS SPACING**

Size of Pipe (inches)	Maximum Spacing Distance (feet)
18-24	300
27-36	400
≥ 42	500

- I. Do not locate inlets or cleanouts in or between travel lanes and/or shoulders. Place inlets or cleanouts on the outer edge of the shoulder.
- J. Design storm drains to flow un-pressurized at the controlling design flow rate. Design storm drains so that the hydraulic grade lines (HGLs) are at least one foot below the finished grade at all times for the controlling check event (see Table 4D-1).
1. For the storm drain system directed to Detention Basin 114-A, pressurized flow at the controlling design flow rate is to be minimized but is allowed where it is demonstrated that this condition results from the existing system hydraulics downstream of the proposed connection point into the existing trunkline. Replace the existing trunkline within proposed sawcut limits. Match

the size of the existing trunkline at the proposed connection point for all proposed pipes that are pressurized due to existing downstream hydraulics.

- J.K. Account for energy losses in the design of the storm drainage system. Plot the design event HGL on the design plan storm drain profiles.
- K.L. Design storm drains for a minimum full flow velocity of 2.5 feet per second (fps) and a maximum design velocity of 12 fps for the controlling design flow rates. The velocity will not be less than 2.0 fps at design flow.
- L.M. Provide an 18 inch minimum diameter storm drainage pipes.
- M.N. Design culverts that only convey stormwater based on Storm Drain System requirements.
- N.O. Discharge sumps, or open bottom infiltration, are not permitted in catch basins.
- O.P. Do not use valley gutters or waterways to convey water across streets. Intercept stormwater runoff upstream for subsurface conveyance.
- P.Q. Do not allow water to flow over the top of or down the face of any retaining wall. Ditches adjacent to tops of retaining walls are required to be concrete-lined.
- Q.R. Do not use slotted drains. Obtain Department approval for the use of trench drains.

4D-5 Drainage Outfalls

Meet requirements for stormwater discharges as shown in Table 4D-5 (Stormwater Discharges). Include both Project flows and co-mingled flows.

- A. Post construction controls that will prevent or minimize water quality impacts are required. Water quality controls may include a combination of structural and/or non-structural controls. Document the effectiveness of the water quality controls selected.
 - a. Structural controls: storm water detention, inlet and/or outlet protection, energy dissipaters and storm event flow attenuation.
 - b. Non-structural controls: maintaining pre-development flows, preserving natural drainage patterns, providing natural dispersion, grassed or vegetated swales and vegetated side-slopes.

4D-9 Detention Facilities

Design detention facilities to reduce peak flow discharge and to capture and retain sediments, oils, trash, and debris within the detention facility. Obtain approval on the location and layout for each detention facility. Detention basins in median or gore areas are not allowed. Adhere to the following minimum design requirements, unless specified otherwise in Table 4D-6.

- A. Route stormwater flows along the bottom of the detention facilities and provide a pervious low-flow channel, four feet wide by six inches deep, except at Detention Basins ~~70-A~~, 90-A, 114-A, 114-B, and 114-C where flows are conveyed via pipe systems under and/or around the detention facilities. Provide a sloped pond bottom no flatter than 0.5% such that it drains toward the channel and/or outlet and maximizes potential to completely drain the pond.
- B. Include a principal outlet and an emergency spillway.
- C. Pond discharge via designed infiltration features or systems is not allowed. Subsurface outlet systems are not allowed except at outlet structures to drain water below orifice invert elevations or at detention basins noted in the paragraph above.
- D. Design the principal outlet to convey the 10-year and 100-year design storms without allowing flow to enter the emergency spillway. With the exception of Detention Basin 70-A, Design design detention facilities to be self-draining within 48 hours after the end of the 10-year design storm. Design Detention Basin 70-A to minimize drawdown time for the 10-year and 100-year storm events.
- E. Design the emergency spillway(s) according to the following:
 - 1. The 100-year event is the minimum event to be used to size the detention basin and establish the elevation of the emergency spillway.
 - 2. Assume detention facilities are empty prior to the 100-year event.
 - 3. Consider the orifice(s) non-functional when designing the outlet structure except at Detention Basins 70-A, 90-A, 114-A, 114-B, and 114-C.
 - 4. Provide a minimum of 1.0 foot of freeboard between the 100-year event water level and the lowest point in the facility's berm (excluding the emergency spillway).
 - 5. Address the impact of emergency discharges to adjacent and downstream properties and structures.
- F. Provide maintenance access into the detention facilities in accordance with Table 4D-6 (Storage Facilities).
 - 1. Construct access using six inch thick compacted untreated base course. Prepare subgrade in accordance with Department standards.
 - 2. Access grades are not to exceed 15% at any location.
 - 3. Ensure that the location and design of each access does not impair or reduce the functionality of the overall drainage system.

- G. Provide 6-ft Type 3 chain link fencing around detention facilities when 10-year design depths exceed three feet unless the area is within a fenced, limited access facility. Provide a maintenance access gate for those facilities that require fencing.
 - 1. For unfenced facilities provide trash racks for pipes greater than 24-inch.
- H. Retention and subsurface storage facilities are not permitted with the exception of Storage Facility 54-D.
- I. For facilities having storage capacity below the emergency spillway elevation and above the existing adjacent ground elevations, prepare and provide all supporting information for Utah Division of Water Rights Form R-69, Application for a Dam Not Requiring Submission of Formal Plans under Section 73-5A-202. Submit in accordance with Part 4-05 (Environmental Compliance). Do not exceed 20 acre-feet of storage capacity below the emergency spillway elevation and above the existing adjacent ground elevations. Do not exceed 5 feet for the vertical distance between the emergency spillway elevation and the existing adjacent ground elevation. Existing adjacent ground elevations at Detention Basins 70-A and 90-A are 4,497.0 feet and 4,582.5 feet, respectively.
- J. Provide detention facility improvements as specified in Table 4D-6 (Storage Facilities).

**TABLE 4D-6
 STORAGE FACILITIES**

Interchange	Detention Basin/Storage Facility ID and Location	Status	Improvements	Approval Required for Location Change ¹
5400 South	54-A (3687 West Whitewood Court)	Proposed Facility	Provide 12-foot access driveway along noise wall; full perimeter access not required. Provide compacted riprap on pond bottom.	No
5400 South	54-B (3695 West Alveron Drive)	Proposed Facility	Provide 12-foot access driveway along noise wall; full perimeter access not required. Provide compacted riprap on pond bottom.	No
5400 South	54-C (3765 West 5400 South)	Proposed Facility	Provide 12-foot access driveway along noise wall and curb; full perimeter access not required road. Provide compacted riprap on pond bottom.	No
5400 South	54-D	Proposed Storage Facility	Provide storage to meet allowable discharge requirements; see Table 4D-5, Discharge Location 54-2. Subsurface storage is allowed outside pavement limits, provide manhole access directly to each end of the subsurface storage facility Discharge via infiltration is not allowed.	No
7000 South	70-A (Approx. 6700 South & Bangerter Hwy.)	Existing UDOT Facility	Re-grade facility to meet requirements specified in Section 4D-5. Provide trash rack upstream of outlet structure. Maintain or restore existing outlet structure functionality. Reconstruct emergency spillway. Provide 12-foot perimeter access road on south, east, and north sides of facility. Provide access driveway to pond bottom.	Yes
9000 South	90-A (Approx. 9600 South & 3400 West)	Existing UDOT Facility	Re-grade facility to meet requirements specified in Section 4D-5. Provide emergency spillway. Provide 12-foot access road on east, north, and west sides. Provide turn-around on west side. Provide access driveway to pond bottom. Provide separate farmer access outside of perimeter fence.	Yes
11400 South	114-A (Approx. 12000 South, East of Bangerter Hwy.)	Existing UDOT Facility	No proposed improvements; direct stormwater runoff from Bangerter Highway sag to Detention Basin 114-B to reduce runoff directed to Detention Basin 114-A.	Yes
11400 South	114-B (South Jordan City 23-DET08 at 11800 South & 3600 West)	Existing South Jordan City Facility	Re-grade facility to provide 4.3 AF of additional storage volume with a minimum pond bottom slope of 0.7% and a minimum pond bottom elevation of 4579.5 feet. Grade to facilitate recreational use and replace landscaping in kind. Modify inlet and outlet structures and low flow piping system as required to restore system functionality. Obtain South Jordan City approval for proposed improvements in accordance with Part 4-07 (Landscaping and Aesthetics). No detention basin fencing required; protect existing east wall in place.	Yes
11400 South	114-C (Tippecanoe Way)	Proposed South Jordan City Facility	Provide new detention facility to detain stormwater runoff from Jordan Heights Phase 3. Obtain South Jordan City and Jordan Heights HOA approval for proposed improvements. Provide low flow channel or other as approved by City and Jordan Heights HOA. Locate facility outside PUE. No detention basin fencing required.	Yes

¹Changes to storage facility or detention basin locations require Department approval as indicated in the table.

**TABLE 5C-1
 SUMMARY OF GOVERNMENTAL PERMITS FOR ENVIRONMENTAL CONCERNS**

<i>Permit</i>	<i>Agency or Governmental Entity with Jurisdiction</i>	<i>Status</i>
UPDES Construction General Permit for Construction Activities	UDEQ/DWQ	Design-Builder to obtain
UPDES Construction Dewatering and Hydrostatic Testing	UDEQ/DWQ	Design-Builder to obtain
Fugitive Dust Emission Control Plan	UDEQ/DAQ	Design-Builder to obtain
Stream Alteration Permit at Bingham Creek	UDNR/DWR	Design-Builder to obtain
Clean Water Act Nationwide Permit at Bingham Creek	USACE	Department to obtain
Flood Control Permits	Salt Lake County	Design-Builder to obtain
Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR)	City of West Jordan (Local Floodplain Administrator) and FEMA	Design-Builder to obtain ²
Dam Safety Approval via Form R-69. Application for a Dam Not Requiring Submission of Formal Plans Under Section 73-5A-202	UDWR	Design-Builder to obtain³
Phase I and Phase II Environmental Assessment at Bingham Creek Approval	UDEQ/DERR	Department to obtain
Noise Permit	Salt Lake County Health Department	Department to obtain
1. The Department is to be listed as the applicant for Department discharges to County facilities and for the Bingham Creek culvert. The applicable city is to be listed as the applicant for flood control permits associated with municipal discharges to County facilities. 2. See Section 4-04 (Drainage). 2-3. The Department is to be listed as the applicant. See Section 4-04 (Drainage) for applicability.		

5C-3.2 Department Approval

Submit each Governmental permit application with supporting documentation to the Department for review. The Department will review the application and respond within 14 Calendar Days with either approval or disapproval. If the application is not approved, revise it in accordance with the Department’s comments and resubmit. After the Department has approved and (if required) signed an application and returned it to the Design-Builder, submit the completed application to the appropriate Governmental Body.

5C-3.3 Documentation

Provide the Department with copies of all environmental submittals, correspondence, and secured Governmental Permits within seven Calendar Days of occurrence, and maintain records of said materials.

5C-3.4 Design-Builder Initiated Changes

If previously issued Environmental Documents or Governmental Permits become invalid because of Project changes initiated by the Design-Builder, undertake all necessary actions (such as applications, revisions, supplements, reassessments, reevaluations, and coordination with the appropriate Governmental Bodies) to secure and/or amend the Environmental Documents and/or Governmental Permits. E-mail the Department Environmental Coordinator a minimum of seven Calendar Days in advance of any meeting with Governmental Bodies. Meetings shall not be held when Department personnel are not present. Any proposed changes must be approved by the Department prior to any contact with Governmental Bodies.

on any off site night work and must be secured 10 days prior to the work occurring ~~or late fees will be assessed.~~

Modifications to the noise walls shown in Part 7 (Contract Drawings) require approval to ensure abatement measures meet the requirements found in Department’s current Noise Abatement Policy 08A2-01.

5D. SUBMITTALS

Provide submittals to the Department in accordance with Table 5D-1 (Design-Builder Submittals for Environmental Compliance).

**TABLE 5D-1
 DESIGN-BUILDER SUBMITTALS FOR ENVIRONMENTAL COMPLIANCE**

<i>Submittal</i>	<i>For Approval</i>	<i>Schedule</i>
Environmental Protection Plan (EPP)	Yes	14 Calendar Day review
Environmental Protection Training Plan (EPTP), (as part of the EPP)	Yes	Prior to start of construction
Four individual Storm Water Pollution Prevention Plans (SWPPPs)	Yes	Prior to start of construction
Environmental Compliance Monitoring and Reporting Plan (ECMP) (as part of the EPP)	Yes	Prior to start of construction
ECS Key Personnel (as part of the EPP)	Yes	Prior to start of construction
Reporting Contact Tree (as part of the EPP)	Yes	Prior to start of construction
Fugitive Dust Emission Control Plan	No	Prior to start of construction
Environmental Monitoring Report (EMR)	No	Monthly
Copies of all permits and environmental approvals	No	Prior to the start of construction

4	Poa secunda spp. Sandbergii 'High Plains'	High plains sandberg bluegrass	925,000	1.50	27.05%	31.85	2.25	27.05%	47.78
5	Thinopyrum intermedium 'Tegmar'	Tegmar intermediate wheatgrass	88,000	4.50	7.72%	9.09	6.75	7.72%	13.64
6	Linum lewisii 'Maple Grove'	Maple Grove blue flax	170,000	1.00	3.31%	3.90	1.5	3.31%	5.85
7	Penstemon Eatonii 'Richfield'	Richfield firecracker penstemon	400,000	0.50	3.90%	4.59	0.75	3.90%	6.89
Total				17.00	100.00%	117.75	25.50	100.00%	176.63

7C-7 Invasive Weed Control

Control invasive weeds in all disturbed areas in accordance with Part 5 (Special Provisions and Exceptions) 02924S (Invasive Weed Control). Control invasive weeds for the duration of the Project.

7C-8 Irrigation

Meet the standards for the local municipality for any proposed irrigation. Submit the design of the irrigation to the local municipality and Department for Approval.

7C-9 Park Strip, Median, and Island Treatments

Apply one of the following treatment options to park strips, medians, and islands within the Project limits:

- A. Stamped Colored Concrete:
 - 1. Use integral concrete color Fed. Std. 36081 or approved equal.
 - 2. Use ashlar slate pattern or approved equal.
 - 3. Provide construction joints that parallel the ashlar slate pattern.
- B. Cobble Rock:
 - 1. Use 3 to 6-inch cobble rock placed 6 inches in depth.
 - 2. Place weed barrier fabric under rock.
 - 3. For island areas, use a 4-foot wide band of stamped colored concrete (see above) around the perimeter and cobble rock for the interior portion.

7C-10 Landscape Treatments at Specific Locations

Provide landscape treatment at specific locations as follows:

- A. 5400 South and Bangerter Highway
 - a. New Detention Basins:
 - i. Install landscape rock in accordance with this section.
 - b. Islands:

i. Install cobble rock in accordance with this section (7C-9).

B. 7000 South and Bangerter Highway

a. New Detention Basins:

i. Install landscape rock in accordance with this section.

b. Islands:

i. Install stamped colored concrete in accordance with this section.

c. Landscape:

i. Parcels 536, 562, and 565. Use a combination of landscape rock and stamped colored concrete in accordance with this section. Landscape treatments should be used in a manner compatible with the primary use of the parcel.

C. 9000 South and Bangerter Highway

a. New Detention Basins:

i. Install landscape rock in accordance with this section.

b. Islands:

i. Install stamped colored concrete in accordance with this section.

D. 11400 South and Bangerter Highway

a. New Detention Basins:

i. Install landscape rock in accordance with this section.

b. Islands:

i. Install stamped colored concrete in accordance with this section.

a-c. Landscape:

- i. The Oval-A-Bout on 11400 South between River Heights Drive and Summer Heights Drive. Place native borrow 4 inches below sidewalk and/or top back of curb. Native borrow must be free of petroleum products, construction waste, and other contaminants, including large rocks greater than 3 inches in diameter. Place 4 inches topsoil ~~and roadside seed~~ in accordance with this section and Department Standard Specifications.
- ii. The Oval-A-Bout on 11400 South between District Drive and Parkway Plaza Drive. Place native borrow 4 inches below sidewalk and/or top back of curb. Native borrow must be free of petroleum products, construction waste, and other contaminants, including large rocks greater than 3-inches in diameter.
- iii. Northwest corner of 11400 South and River Heights Drive, the northeast corner of 11400 South and Summer Heights Drive, southwest corner of 11400 South and District Drive, and the southeast corner of 11400 South and Parkway Plaza Drive. Place native borrow 4 inches below sidewalk and/or top back of curb in new landscape areas. Native borrow must be free of petroleum products, construction waste, and other contaminants,

including large rocks greater than 3 inches in diameter. Finish landscape to match adjacent landscape treatments, including topsoil, turf sod, ornamental trees, and irrigation in accordance with this section and Department Standard Specifications. Coordinate with adjacent property owners to tie into existing irrigation systems.

- iv. Northside of 11400 South between 4000 West and Bangerter Highway (from ~~back edge of new curb to the~~ proposed noise wall to the properties on Hereford Court), ~~Design and install landscape treatments that include: topsoil, turf sod, shade trees, ornamental trees, evergreen trees, and irrigation in accordance with this section and Department Standard Specifications.~~ apply roadside seed in accordance with this section and Department Standard Specifications.

~~New Detention Basins. Use landscape rock in accordance with this section.~~

7D. SUBMITTALS

Provide submittals to the Department in accordance with Table 7D-1.

**TABLE 7D – 1
 DESIGN-BUILDER SUBMITTALS FOR LANDSCAPING AND AESTHETICS**

<i>Submittal</i>	<i>For Approval</i>	<i>Schedule</i>
Conceptual Aesthetics and Landscape Design Package (Aesthetics committee)	Yes	After NTP
Final Aesthetics and Landscape Design Package	Yes	Obtain Approval prior to Initial Design Milestone Submittal Package for Structures and affected Release for Construction Documents
Sources of material for (i) Landscape Rock, (ii) Compost, and (iii) Bark mulch samples	Yes	Obtain Approval prior to Released for Construction Documents
As-Built Irrigation Plans	No	With As-Built Documents

14C-1.5 Access

Maintain the same access to all existing properties that are to remain after the completion of construction. Repair or replace in kind all existing driveways and access roads. Impacts to driveways are limited to 10 Calendar Days. No full closure of driveways allowed without written permission from the property owner.

If access is required through the Project No Access lines, complete the Temporary Interstate Access Request Form provided in Part 4-14 (Right-of-Way). Access is subject to Department Approval.

14C-1.6 Construction Clearance

Do not begin construction on any real estate until specifically Approved by the Department after all property rights for the Project have been conveyed in favor of the Department or a Right of Occupancy Agreement (ROO), Court Order to Occupy, or a Right of Entry Agreement has been executed by all applicable parties of interest, and the property has been certified as cleared for construction purposes.

14C-1.7 Protection of Property

Once permission to enter has been acquired for a property in accordance with the requirements herein, the Design-Builder shall manage and minimize losses to the property. This shall include the installation of temporary chain link security fencing sufficient to contain animals, people, etc. The temporary fencing shall be installed prior to removing any ROW or existing fencing or sound barrier in place within the Project limits.

14C-1.8 Business Parking Availability and Access

Once Work begins in the vicinity of a business, the Design-Builder shall avoid losses to the business's parking availability and access to and from the business especially if there is only one access for the business. If there is only one access to a business, construction of the driveways shall be constructed by closing only 1/2 of the driveway at any given time and maintain the remaining 1/2 of the driveway open at all times. Limitations on the use and/or removal of parking and access are identified in Attachment 14-B (Right-of-Way Commitment Table).

14C-1.9 Demolition

The Design-Builder shall demolish, as necessary, all buildings, structures, and other improvements within the ROW in compliance with procedures and requirements identified by the Division of Air Quality (DAQ), the Occupational Safety and Health Administration (OSHA), all Federal, State, and Local Government rules and regulations. The Design-Builder shall conduct asbestos and lead-based paint inspections on all ROW buildings, structures, and other improvements), and prepare reports summarizing the findings of the inspections. The Design-Builder shall leave each property clear of debris, and if there was an excavation, the hole must be filled and compacted per Department specifications and the disturbed area needs to be treated in accordance with the requirements in Part 4-07 (Landscaping and Aesthetics). The Design-Builder is responsible to demolish the structures in the tables in Attachment 14-A: Right-of-Way Schedule upon notification from the Department.

[Service laterals will be terminated at the back of curb and sidewalk for all demolitions done by the Department.](#)

14C-1.10 Restoration of Property and Landscape

Should the Design-Builder damage, injure, or destroy property or landscaping on any property for which the owner has not been compensated, the Design-Builder shall, at its sole cost and expense, repair and/or

Appendix 2: PROJECT DESIGN EXCEPTIONS & DEVIATIONS

Utah Department of Transportation - Deviation from UDOT Standards

www.udot.utah.gov/go/designexceptionprocess



Project Information:

Project No: S-R299(210)

PIN: 12566

Location: Bangerter Hwy; 4 Locations; 5400 South

Description: New Interchange on Existing Freeway

All Deviations are approved at the Region Level

Deviations are any change that does one of the following:

- 1) Entirely or partially modifies or deletes a Standard or Supplemental Specification.
- 2) Modifies or deletes a Standard Drawing.
- 3) Modifies or deletes an internal design process.
- 4) Adds a project scope related special provision, adds a new section, or a new drawing.

Deviations that DO NOT need to be listed on this page include:

- Special Provisions obtained from UDOT's website.
- Modifications to Section 00555M or 00555S, Limitation of Operations.
- Any specification modified for the purposes of updating contact information.

Proposed Deviations:

Spec/Dwg Number: SW 2

Spec/Dwg Name: Noise Wall Placement UDOT Standard: 5'-0" Minimum

Proposed Deviation: At the 5400 S northbound on-ramp, provide a minimum 4'-6" wide area that can be used for snow storage between roadway barrier and face of noise wall at locations where minimum 5'-0" wide area standard cannot be met.

Explanation of Deviation and Mitigation Measures: Available R/W width allows for a minimum 4'-6" wide area to maintain full lane and shoulder widths.

Safety Impacts: No safety impacts

Cost to Attain UDOT Standard: 26,000

Practical Design :

No

Utah Department of Transportation

Deviation from UDOT Standards



www.udot.utah.gov/go/designexceptionprocess

12566 S-R299(210) Bangerter Hwy; 4 Locations; 5400 South

Spec/Dwg Number: SW2 Spec/Dwg Name: Noise Wall Placement UDOT Standard: 5'-0" Minimum

Proposed Deviation: From Station 4008+03.44 to 4008+39.14 on the NB off-ramp, the snow storage area varies from less than 5'-0" to 1'-5" minimum at corner.

Explanation of Deviation and Mitigation Measures: At locations where the northbound off-ramp single exiting lane impacts adjacent property, the noise wall is being located to accommodate 2 future exiting lanes. Parcel 714 was not impacted by a single exiting lane and did not require property acquisition. In an effort to avoid repeated impacts to the property owner of Parcel 714 (i.e. purchase R/W now and again when the 2 lane off-ramp project occurs), the noise wall is jogged at Parcel 714 corner, which provides a snow storage area of less than 5' for approximately 35' of length.

Safety Impacts: No safety impacts

Cost to Attain UDOT Standard: 31,200

Practical Design :

Total Project Cost Savings Identified Using Practical Design:

Utah Department of Transportation Deviation from UDOT Standards



www.udot.utah.gov/go/designexceptionprocess

12566 S-R299(210) Bangerter Hwy; 4 Locations; 5400 South

Approval / Signatures:

Comments:

Prepared By

Marwan
Farah

Digitally signed by Marwan Farah
DN: cn=Marwan Farah, o=UDOT,
ou, email=mfarah@utah.gov,
c=US
Date: 2016.12.08 09:08:06 -07'00'

UDOT Project Manager

Comments:

Charles Mason-Hill
2016.12.08
09:10:21 -07'00'

Region Pre-construction Engineer

Comments:

* A completed copy of this form will be provided to the Region Director for informational purposes.

** If the Region Preconstruction Engineer deems a Deviation in need of escalation, it may be submitted to the Statewide Preconstruction Engineer for review and approval.

19C-3 City of West Jordan

Repair the damaged 12-inch sanitary sewer line at along the west side of the intersection approximately 212 feet east of the sanitary sewer manhole (SSMH) located at 7000 South and Dixie Drive if the West Jordan betterment is not performed. Pipe repair method required West Jordan City approval.

Provide a PRV vault, described in Part 6 (Third-Party Agreements) and Part 7 (Contract Drawings).

Provide steel casing for the 7000 South and 9000 South waterline Betterment.

Do not case the 7000 South or 9000 South 24-inch Sewer Betterment lines with the exception of where they cross the USBOR Aqueduct easement. Provide a casing for the sewer lines across the USBOR Aqueduct easement.

19C-4 Daybreak Water Company

Coordinate impacts to the facilities owned by the Daybreak Water Company through Keith Hanson, 801-330-3447 or keith@canyonwater.com. The requirements for Daybreak Water Company are as follows:

1. Submit initial plans to Daybreak Water Company for their review.
2. Obtain approval from Daybreak Water Company including but not limited to, irrigation coverage for the remaining streetscape, adequate water supplies and tailwater drainage.

19C-5 Taylorsville-Bennion Improvement District

The location of the 18 inch betterment identified in the Taylorsville-Bennion Improvement District MUA in Part 6 (Third Party Agreements), referenced in paragraph 9.a., is located at approximately Brixton Road, running east west. The 18 inch line transitions to an 8 inch line east of Bangerter and ends east bound at 3760 West.

19C-6 Design-Builder Third Party-Manager

Provide a Third-Party Manager to act as the overall Utility coordinator to ensure adequate coordination during Supplemental Agreement development, mobilization activities, and performance reviews of Utility Work. Coordinate, cooperate, and work with the contact person designated in Part 6 (Third-Party Agreements) or as otherwise assigned by the Department. Responsibilities of the Third-Party Manager include coordinating Design-Builder oversight, coordinating and administering the Utility Work within the Project, site administration, standard and specification adherence, and performance reviews of the Design-Builder while working on and off-site, including but not limited to safety, quality, timeliness, and performance.

Coordinate Utility facility relocations until all Utility Work is completed.

Maintain a record of all design and construction activities for all Utility Work that has been performed by the Design-Builder, and all Utility Work that has been designed and Released for Construction after Notice to Proceed.

The Third-Party Manager responsibilities:

- A. Act as a liaison between the Department, Utility Company, and Design-Builder

- D. The schedule for the Project.
- E. Potential Utility conflicts and relocations.
- F. Time frames to design, procure materials for, and construct Utility relocations.
- G. Concurrence on the number and extent of known affected Utility facilities and issues.
- H. Possibility of eliminating Utility conflicts.
- I. Mitigation approach to be used at each specific location.
- J. Procedures for addressing Utility conflicts discovered during design and/or construction.

Progress Meetings. Schedule at least bi-monthly Utility meetings with the Department to discuss Project progress, issues, and planned Work for all phases of Utility Work, including design and construction. Notify the Department at least seven Calendar Days in advance of each meeting. Invite Utility Companies to progress meetings.

Develop the agenda for these meetings jointly with the Department. At these meetings, include the Design-Builder’s and the Department’s Key Personnel who have responsibilities for Utilities. Take and maintain meeting minutes of all the Utility meetings and distribute copies of the minutes to participants, including representatives of Utility Companies who have facilities in the areas reviewed (even if they did not attend the meeting) within seven Calendar Days after the meeting.

Correspondence. Maintain documentation of contact and discussions with Utility Companies. Provide to the Department copies of all correspondence between the Design-Builder and any Utility Company within one Calendar Day of receiving it or sending it, as applicable.

19C-12 Design and Construction Responsibility

Coordinate all Project design and construction activities with the Department and Utility Companies, including design and construction of Utility facilities as applicable for each Utility type, subject to the requirements of the MUA(s), Statewide Utility Relocation Agreement(s), and Supplemental Agreement(s). Verify that the design plans prepared and the Utility Work performed is consistent and compatible with the executed Agreement(s) and with the Project design and construction.

The following Tables summarize the Utility requirements and responsibilities specified in the respective MUA(s), Statewide Utility Relocation Agreement(s), and Supplemental Agreement(s). In case of a discrepancy or conflict between the information in this section and an executed Agreement, the executed Agreement shall govern.

Table 19C-1 (Design-Builder to Design and Construct) lists the Utility Companies for which the engineering design and construction of Utility Work will be the responsibility of the Design-Builder. Design-Builder may be required to perform the Utility relocation design and/or construction using specific subcontractors and/or vendors in accordance with MUA(s).

**TABLE 19C-1
 DESIGN-BUILDER TO DESIGN AND CONSTRUCT**

<i>Utility Company</i>	<i>Department Cost Share (Include on Form PA & Form UC)</i>
Daybreak Secondary Water	100%
Electric Lightwave, LLC	50%
Kearns Improvement District	100%

<i>Utility Company</i>	<i>Department Cost Share (Include on Form PA & Form UC)</i>
Manuel Bros., Inc Summit Infrastructure Group	50%
South Jordan City	100%
South Valley Sewer District	100%
Taylorsville City	100%
Taylorsville Bennion Improvement District	100%
US Bureau of Reclamation (using an approved sub-contractor)	100%
City of West Jordan City	100%
Welby Jacobs Canal	100%
Private Irrigation Users	100%

Utility Companies listed in Table 19C-2 (Utility Company for a Portion of the Utility Work) are responsible for completing a portion of the Utility Work as specified in Table 19C-2 (Utility Company for a Portion of the Utility Work). Perform all other Utility Work. Design-BUILDER may be required to perform the relocation design and/or construction of Utility Work using specific subcontractors and/or vendors in accordance with MUA(s), Telecommunications Facility Exchange Agreement(s) and Statewide Utility Relocation Agreement(s).

**TABLE 19C-2
 UTILITY COMPANY FOR A PORTION OF THE UTILITY WORK**

<i>Utility Company</i>	<i>Company Utility Work Responsibility</i>	<i>Department Cost Share (Include on Form PA & Form UC)</i>
AT&T Corp.	AT&T Corp to furnishing cables and hand holds and pulling and splicing	50%
First Digital Telcom	First Digital Telecom to furnish cable/pedestal procurement, pulling, and splicing	50%
MCI (Verizon Business)	MCI Communication Services to provide cable and pedestal procurement, pulling, and splicing	50%
Syringa Networks, LLC	Fiber design fiber procurement, pulling, and splicing	100% of UDOT's design and construction boxes and conduit Syringa Networks, LLC responsible for 100% of fiber design, fiber procurement, pulling and splicing
Zayo Group, LLC.	Cable/pedestal procurement, pulling, and splicing	50%

**TABLE 19C-3
 UTILITY COMPANY FOR DESIGN AND CONSTRUCTION**

<i>Utility Company</i>	<i>Department Cost Share (Include on Form PA & Form UC)</i>
CenturyLink	50%
Comcast	50%
Questar Gas Company	50%
Rocky Mountain Power (11400 South)	100 50%
Rocky Mountain Power (9000 South)	83 50%
Rocky Mountain Power (7000 South)	50%
Rocky Mountain Power (5400 South)	60 50%
Rocky Mountain Power (4015 West & 5400 S)	50%

~~*Design Builder to provide trenching, conduit, and bedding material per RMP specification for all RMP underground Utility Work, only if agreed upon and coordinated with RMP.~~

Utility Companies have requested Utility Betterments to be constructed as part of the Project. Construct the Betterments identified in Table 19C-4 (Betterment Design and Construction Responsibilities of Design-Builder) as part of the Utility Work.

**TABLE 19C-4
 BETTERMENT DESIGN AND CONSTRUCTION RESPONSIBILITIES OF DESIGN-BUILDER**

<i>Utility Company</i>	<i>Betterment</i>
South Jordan City	See Part 6 (Third Party Agreements)
Taylorsville City	See Part 6 (Third-Party Agreements)
Taylorsville Bennion Improvement District	See Part 6 (Third-Party Agreements)
City of West Jordan	See Part 6 (Third Party Agreements)

If the Design-Builder changes the Project design after the Utility Company has an executed Supplemental Agreement or the Utility Work has been performed, resulting in a new conflict with the completed Project related Utility Work, the Design-Builder will pay for one-hundred percent (100%) of the costs to redesign and construct the additional Utility Work required to resolve said new conflict. The Design-Builder is responsible to make adjustments for any additional time that may be required for the Utility Company to review modified plans and perform Utility Work on its facilities when required.

REQUEST FOR PROPOSALS



UTAH DEPARTMENT OF TRANSPORTATION



4 Interchanges on Bangerter HWY (SR-154)

Project No. S-0154(12)11

Salt Lake County

CONTRACT DOCUMENTS

PART 6:

THIRD-PARTY AGREEMENTS

Addendum 9-10 - December 18, 2016

TABLE OF CONTENTS

1. AT&T Corp. Master Utility Agreement (Executed)
2. CenturyLink Statewide Utility Relocation Agreement (Executed)
3. CenturyLink QC Project Agreement (Executed)
4. Comcast Cable Master Utility Agreement (Executed)
5. First Digital Telecom Master Utility Agreement (Executed)
6. Kearns Improvement District (Executed)
7. Manuel Bros., Inc. Master Utility Agreement (Draft)
8. MCI Communications Services (Verizon Business) Master Utility Agreement (Executed)
9. Questar Gas Company Statewide Utility Relocation Agreement (Executed)
10. Rocky Mountain Power (PacifiCorp) Statewide Utility Relocation Agreement (Executed)
11. Rocky Mountain Power (PacifiCorp) Project Agreement No. 1 (Executed)
12. South Jordan City Master Utility Agreement (Executed)
13. South Valley Sewer District Master Utility Agreement (Executed)
14. Syringa Networks, LLC Telecommunications Facility Exchange Agreement (Executed)
15. Taylorsville City Master Utility Agreement (Executed)
16. Taylorsville Bennion Improvement District Master Utility Agreement (Executed)
17. United States Bureau of Reclamation & Jordan Valley Water Conservancy District Project Agreement (Executed) - Revised
18. Welby Jacobs Canal (Revised Draft)
19. City of West Jordan Master Utility Agreement (Executed)
 - a. City of West Jordan Master Utility Agreement Amendment 1 (Executed)
20. Zayo Group, LLC Master Utility Agreement (Executed)
- 20-21. Electric Lightwave, LLC Master Utility Agreement (Draft)

A. GENERAL

The Design-Builder shall perform all of the Department's obligations in each Third-Party Agreement, except for payment to Third Parties for Third-Party-performed work. The Department retains its rights and responsibilities pertaining to cost share reimbursement, audit, oversight, and any other elements of the Third-Party Agreements at the Department's sole discretion.

1. USBOR Aqueduct Project and JWCD Project Agreement – The Department is installing internal joint seal protections at the USBOR Aqueduct in accordance with the timeframes in Part 4-19 (Utilities) and Part 5 (Special Provisions and Exceptions), Section 01511S (Aqueduct Projection and Monitoring). These timeframes supersede those noted in the USBOR Aqueduct Project and JWCD Project Agreement for reach JA-2 at 9000 South.



ELECTRIC LIGTHWAVE, LLC. MASTER UTILITY AGREEMENT

THIS MASTER UTILITY AGREEMENT, made and entered into this _____ day of _____, 20_____, by and between the **Utah Department of Transportation**, (“UDOT”) and **Electric Lightwave, LLC.**, a Registered Corporation in the State of Utah, (“Company”) (each as “Party” and jointly as “Parties”).

RECITALS

WHEREAS, UDOT is preparing to request proposals for and award a design-build contract for the highway project identified as Project Number S-0154(12)11, 4 Interchanges on Bangerter Highway in Salt Lake County, Utah, (“Project”); and

WHEREAS, UDOT’s design-build contractor (“Design-Builder”) will complete the design and administer construction of the Project; and

WHEREAS, UDOT has identified Company facilities within the limits of the Project which may necessitate the relocation, protection, or adjustment of the facilities, (“Utility Work”); and

WHEREAS, the Company desires for the Design-Builder to design and construct the Company’s Utility Work necessitated by the Project; and

WHEREAS, the Company will perform the necessary review and approval for the design and construction of its Utility Work to accommodate the Project; and

WHEREAS, for the purpose of expediting any required Utility Work and reimbursement the Parties are entering into this Project Master Utility Agreement with the understanding that future supplemental agreements to this Agreement will be entered into covering Utility Work to be accomplished by the Company and UDOT at specific Project locations.

THIS AGREEMENT is made to set out the terms and conditions where under the Utility Work shall be performed.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. CONTACT INFORMATION

UDOT's Project Representative is Alana Spendlove, UDOT Project Utility and Railroad Leader, telephone number (801) 887-3462 and e-mail aspendinglove@utah.gov.

UDOT's Resident Engineer for 5400 South and 7000 South interchanges is Bryan Chamberlain, telephone number (801) 887-3405, and e-mail bchamberlain@utah.gov, or their designated representative, as assigned.

UDOT's Resident Engineer for 9000 South and 11400 South interchanges is Ken Talbot, telephone number (801) 360-8750, and e-mail kentalbot@utah.gov, or their designated representative, as assigned.

UDOT's Field Representative contact person will be identified in subsequent supplemental agreements.

Company's contact person is Shauna Jones, telephone number (801) 448-8328, and e-mail shauna.jones@integratelecom.com.

After awarding the Project, UDOT will provide the Company with the Design-Builder contact information, hereinafter referred to as "Design-Builder Project Representative".

2. AUTHORIZATION FOR DESIGN WORK

In order to facilitate coordination and obtain technical information about the Company's facilities and requirements for inclusion in this Agreement and the request for proposals, UDOT gave the Company authorization for preliminary design engineering on December 1, 2016.

3. SUBSURFACE UTILITY ENGINEERING

UDOT has performed Subsurface Utility Engineering (SUE) within the limits of the Project. Additional SUE work to determine the precise location of underground facilities at specific, critical locations on the Project will be reviewed with the Company.

4. PROJECT COORDINATION

Company and UDOT agree to have the Design-Builder include in the Project, items of Utility Work for the Company's facilities.

During the development of the Project design, the Company and UDOT, along with its Design-Builder, shall consult as necessary in an effort to determine if conflicts with the Company's facilities can be avoided. If Utility Work is required, UDOT will be responsible to propose and provide a location for the facilities. UDOT will provide the Company with Project design plans as early as possible, and will schedule and meet with the Company to review the design, construction, estimates of cost, and scheduling for the Company's Utility Work at

specific locations on the Project to ensure maximum lead time for advance order of materials and work force scheduling.

The Company shall advise UDOT's Project Representative of the approximate time required for completion of the Utility Work and shall diligently pursue its Utility Work so that completion can be accomplished according to the pre-determined time schedule negotiated by the Company and UDOT in the supplemental agreement issued hereto for a specific Project location. The Company shall immediately notify UDOT's Project Representative by phone call or email, of its discovery of any occurrence or unforeseen circumstances that would prevent the Company from completing its Utility Work according to the time schedule provided. In addition, the Company shall describe the circumstances in writing within 24-hours of the discovery to UDOT's Project Representative.

5. COMPANY REQUIREMENTS

UDOT will comply with the following Company Utility Work requirements:

- a. Company requires an executed supplemental agreement prior to procuring cable and splicing materials.
- b. Company requires a minimum of three (3) weeks for the procurement of cable and splicing materials.
- c. Company splicing operations will be scheduled (2) two weeks after fiber is in place and will be performed by the Company between the hours of 12 a.m. to 5 a.m.
- d. UDOT shall request a schedule approval from the Company for the removal of retired underbuilt facilities upon completion of splicing.
- e. The Company will require a 2 week review and approval period for design, pricing review and internal approvals after proposed design plans are delivered to the Company.

6. UDOT TO DESIGN AND CONSTRUCT A PORTION OF UTILITY WORK

UDOT with qualified consultants and subcontractors appearing on the Company's Approved Contractor List, shall perform the necessary field and office engineering, design, costs estimating, and will furnish all materials (except cable, splicing, and pedestals) and shall perform the Utility Work except pulling and splicing. A Company approved Contractor List is marked Exhibit "A" that is incorporated by reference.

UDOT will design the Utility Work in accordance with Company's standards regularly followed by the Company in its own work and not considered a betterment. In the event of a conflict between UDOT and Company standards, the higher standard will be applied. A copy of the Company's standards is marked **Exhibit "B"** that is incorporated by reference.

UDOT will secure permits required for Utility Work for Company's facilities.

UDOT will supply as-constructed plans for the Utility Work it performs, in a format specified by the Company, upon completion of any Utility Work.

7. COMPANY TO PERFORM INSPECTION AND CONSTRUCT A PORTION OF THE UTILITY WORK

The Company will perform inspection of the Utility Work for the Company's facilities that will be performed by UDOT. UDOT will accomplish the Utility Work on the Company's facilities in accordance with the plans and specifications approved by the Company. Changes or additions to the plans and specifications shall be approved by the Company and UDOT through a supplemental agreement.

The Company will provide all splicing, cables and pedestals necessary to accommodate the Utility Work of its facilities on the Project. The Company requires 30 days' notice to schedule splicing and fiber pulls and will determine the splicing window based on the circuit.

8. STANDARD SPECIFICATIONS AND REGULATIONS

The Company, while engaged in the preliminary design and Utility Work of its facilities, shall comply with UDOT's 2012 Standard Specifications for Road and Bridge Construction and Utah Administrative Code R930-7.

9. UNDERBUILT AND FACILITY REMOVAL REQUIREMENTS

The Company is responsible to see to the removal of all Company-owned underbuilt facilities from utility poles that will be relocated or removed due to the Project.

10. RIGHT-OF-WAY

Any easements or replacement right-of-way required in conjunction with the Utility Work of Company's facilities will be acquired by UDOT in accordance with the requirements of Utah Administrative Code R930-8-7.

11. MAINTENANCE OF TRAFFIC (MOT), TRAFFIC CONTROL, CLEAR/GRUB, AND SURVEYING

UDOT will provide MOT and traffic control for Utility Work at no cost to the Company. The Company is responsible to coordinate Utility Work schedules and traffic control needs with UDOT to facilitate the Project schedule and minimize impacts to the public. Except in the case of emergencies, Company's Utility Work on the Project will be scheduled in compliance with the requirements of the Limitation of Operations contained in UDOT's Design-Builder contract with respect to lane closures, peak hour Utility Work restrictions, holiday and special event limitations, etc.

UDOT will provide, at no cost to the Company, clearing and grubbing for the Utility Work as required by the Company and in accordance with UDOT's Standard Specifications.

Surveying and staking of roadway facilities as required by the Company will be provided by UDOT in accordance with UDOT's Standard Specifications. The cost of the surveying and staking will be at UDOT's expense and the Company will have no obligation for the cost of

surveying. Any of UDOT's survey control stakes or bench markers, which are removed or damaged by the Company, shall be reestablished by UDOT at Company's expense.

12. **BETTERMENT WORK**

If the Company desires to include betterment work in the Project at any specific location, UDOT may agree to the betterment work providing the difference in costs between the functionally equivalent required Utility Work and the Company's desired betterment work, that is not required by the Project, shall be at the sole cost of the Company and the betterment work can reasonably be accommodated without delaying UDOT's Project. The betterment work will be addressed by a separate supplemental agreement between UDOT and the Company.

Once a Design-Builder has been selected by UDOT, any betterment work request will be negotiated directly with the Design-Builder. However, it is at UDOT's sole discretion to approve the betterment work.

13. **SUPPLEMENTAL AGREEMENTS**

UDOT and the Company shall enter into individual supplemental agreements to cover Utility Work at specific Project locations. Each supplemental agreement will include a description and location of the Utility Work to be performed, design drawings showing the original and proposed locations of the Company's facilities, Utility Work schedules, cost estimates from all Parties, participation shares for UDOT and the Company, any proposed betterment work, and any necessary right-of-way documents. The estimates do not account for increases due to unknown and unforeseen hardships in accomplishing the Utility Work. A copy of the format of the proposed supplemental agreement is marked Exhibit "C" that is incorporated by reference.

The Company will require a 2 week review and approval period for any final supplemental agreement submitted to the Company by UDOT.

In the event there are changes in the scope of the Utility Work, extra Utility Work, or changes in the planned Utility Work covered by a supplemental agreement, a modification to the supplemental agreement approved in writing by the Parties is required prior to the start of Utility Work on the changes or additions.

14. **UDOT AUTHORIZATION TO PROCEED WITH UTILITY WORK**

The Company shall not perform any Utility Work until the supplemental agreement for the Utility Work is signed by the Company and received by UDOT.

15. **UDOT TO NOTIFY THE COMPANY BEFORE BEGINNING UTILITY WORK**

UDOT will notify the Company at least 14 business days in advance of beginning any Utility Work covered by any supplemental agreements hereto, to allow the Company time to schedule an inspector to be present during the Utility Work. Subsequent notification of when and where Utility Work will be performed will be given on a day-to-day basis. Should UDOT fail to give advance notification and Utility Work is performed without the presence of a Company inspector, UDOT will, at no cost to the Company, facilitate inspection of the Utility

Work including, if necessary, uncovering the Utility Work.

16. COMPANY TO NOTIFY UDOT AND THE DESIGN-BUILDER BEFORE BEGINNING UTILITY WORK

The Company will notify UDOT's Resident Engineer as well as the Design-Builder Project Representative at least 2 business days in advance of beginning any Utility Work covered by any supplemental agreements hereto. The Company will give subsequent notifications of when and where the Company will be performing Utility Work to UDOT's Field Representative and the Design-Builder Project Representative on a day-to-day basis. Such subsequent notifications can be informal. Failure on the part of the Company to give proper notification to UDOT's Field Representative and the Design-Builder Project Representative will be cited to the Company and that portion of the Company's Utility Work performed while not under the surveillance of the UDOT Field Representative may be deducted from the reimbursement at UDOT's discretion.

17. INSPECTION

The Company shall provide on-call engineering support by the Company's engineer or appropriate representative for design review, schedule coordination, or to correct or clarify issues during the Utility Work, and to perform the necessary inspection for the Company's Utility Work installed by UDOT.

- a. The Company engineer and/or inspector shall work with and through UDOT's Resident Engineer and shall give no orders directly to UDOT's Design-Builder unless authorized in writing to do so. UDOT will accomplish the Utility Work covered herein on Company's facilities in accordance with the plans and specifications provided and/or approved by the Company, including changes or additions to the plans and specifications, which are approved by the Parties hereto.
- b. The Company shall immediately notify UDOT's Resident Engineer and the Design-Builder Project Representative of any deficiencies in the Utility Work on the Company's facilities. The Company shall follow up with written detail to UDOT's Project Representative and the Design-Builder Project Representative of its findings within 24-hours of making its initial notification.
- c. UDOT will respond to the Company's concerns within 24-hours of written notification.
- d. The Company, through its inspection of the Utility Work, will provide UDOT's Resident Engineer with information covering any problems or concerns the Company may have with acceptance of the facilities upon completion of the Utility Work.
- e. Any periodic plan and specification review or construction inspection performed by UDOT arising out of the performance of the Company's Utility Work does not relieve the Company of its duty in the performance of the Utility Work or to ensure compliance with acceptable standards.

18. DAILY RECORDKEEPING

UDOT's Field Representative, will keep daily records of the inspection and Utility Work performed by the Company forces. Daily records will be in duplicate on a form to be prepared by the Company or UDOT. The type of form to be used shall be preapproved by UDOT's Contracts, Compliance, and Certification Manager. The daily records shall be signed by UDOT's

Field Representative, the Company or its authorized representatives.

19. REIMBURSEMENT FOR COMPANY'S UTILITY WORK

In accordance with Utah Code §72-6-116(3)(a)(ii), UDOT will reimburse the Company 50% of the cost of Utility Work of its facilities on state highways and the Company shall pay the remainder of the cost of the Utility Work. UDOT will reimburse the Company 100% of the cost of Utility Work of its facilities located on a public utility easement, on a Company-owned private easement or fee property. The Company shall provide UDOT with a copy of the public utility easement or subdivision plat, private easement or fee title. The Utility Work and reimbursement for Company's facilities required by the Project will be in conformance with the requirements of Utah Administrative Code R930-8.

The Company shall submit itemized bills covering its actual costs incurred for performing the Utility Work covered by supplemental agreements to UDOT's Contracts and Compliance Specialist:

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

Itemized bills shall bear the Project and supplemental agreement numbers, supporting sheets, and a complete billing statement of all actual costs incurred, following the order of the items in the detailed estimates contained in the supplemental agreement, and be submitted to UDOT within 60 days following completion of the Utility Work by the Company on the Project. Otherwise, previous payments to the Company may be considered final, except as agreed to between the Parties in advance. UDOT will reimburse the Company within 60 days after receipt of the billings, but only for those items complying fully with the provisions of Utah Administrative Code R930-8. Failure on the part of the Company to submit final billings within 6 months of the completion of the Utility Work will result in UDOT's disallowance of that portion of Utility Work reimbursement.

If the Company owes a balance to UDOT, the Company will reimburse UDOT within 60 days after receipt of billing from UDOT.

20. SALVAGE CREDIT

In accordance with 23 C.F.R. §645.117 all materials from Company's existing facilities which are recovered by UDOT while performing the Utility Work and not reused on this Project shall become the property of the Design-Builder unless otherwise agreed to in advance by the Parties hereto.

In accordance with 23 C.F.R. §645.117, all materials from the existing facilities, which are recovered in suitable condition for reuse by the Company and not reused on the Project, shall be credited to the cost of the Project at current stock prices. If the materials are not suitable for reuse, they shall be credited at such other prices as agreed upon between the Company and UDOT following inspection of the recovered material.

21. PROJECT DESIGN CHANGES

If UDOT changes the Project design after the Company has completed its design review; or if the Company has completed its portion of the Utility Work of its facilities based on previously approved design plans; the cost of the second design review and/or Utility Work is to be paid in full by UDOT. UDOT will make adjustments for any additional time that may be required for the Company to perform Utility Work on its facilities when required.

22. COMPANY'S COSTS DIFFER BY MORE THAN 10%

If the Company's actual costs incurred for its Utility Work differs more than 10% plus or minus per line item from the amount contained in the supplemental agreements, the Company is required to submit a letter of explanation with its billings indicating how and why the difference in costs occurred.

23. RIGHT TO AUDIT

UDOT and FHWA shall have the right to audit all cost records and accounts of the Company pertaining to this Project in accordance with the auditing procedure of the Federal Highway Administration and 23 C.F.R. §645, subpart A. Should this audit disclose that the Company has been underpaid, UDOT will reimburse the Company within 60 days upon submission of additional billing to cover the underpayment. Should this audit disclose that the Company has been overpaid, the Company will reimburse UDOT within 60 days of notification of audit findings in the amount of the overpayment. For the purpose of audit the Company is required to keep and maintain its records of Utility Work covered herein for a minimum of 3 years after final payment is received by the Company from UDOT.

The Company shall have the right to review UDOT's cost documentation for the Utility Work performed on behalf of the Company.

24. ACCEPTANCE

UDOT will provide notification to the Company for acceptance of the Utility Work upon completion of the final inspection. Company will have 60 days to respond in writing to UDOT with any additional comments in regards to the Utility Work. In the event that UDOT does not receive a written response within 60 days, UDOT will designate the Utility Work accepted by the Company. Upon acceptance of the Utility Work, the Company will accept, own and maintain its facilities. To the extent it may lawfully do so, Company further agrees to relieve UDOT from any responsibility or liability that may result for its new facilities or the operation thereof.

25. ACCESS & MAINTENANCE

Access for maintenance and servicing of Company's facilities located on the Project right-of-way will be allowed only by permit issued by UDOT. Company will obtain the permit and abide by conditions thereof for policing and other controls in conformance with Utah Administrative Code R930-7.

26. **MISCELLANEOUS**

- a. Each Party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of this Agreement at the request of the other Party.
- b. This Agreement in no way creates any type of agency relationship, joint venture, or partnership between UDOT and Company.
- c. The failure of either Party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either Party to exercise any rights or remedies provided in this Agreement, or by law, will not release either Party from any obligations arising under this Agreement.
- d. This Agreement shall be deemed to be made under and shall be governed by the laws of the State of Utah in all respects. Each person signing this Agreement warrants that the person has full legal capacity, power, and authority to execute this Agreement for and on behalf of the respective Party and to bind such Party. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were made upon the same instrument. This Agreement may be delivered by facsimile or electronic mail.

DRAFT



IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

Electric Lightwave, LLC

Title: _____

Date: _____

Recommended For Approval:

Utah Department of Transportation

Title: Utility and Railroad Leader

Title: Project Director

Date: _____

Date: _____

Approved as to Form

UDOT Comptroller Office Contract
Administrator

Title: Assistant Attorney General

Title:

Date: _____

Date: _____



**ELECTRIC LIGHTWAVE, LLC UTAH BIDPOOL
 ENGINEERING AND CONSTRUCTION SUBCONTRACTORS**

APPROVED ENGINEERING FIRMS

<p>FIBERTEL, INC</p> <p>893 N 450 W Springville, UT 84663 P.O. Box 1071 Springville, UT 84663 Phone 801-489-0659 Fax 801-489-0969 Cell 801-362-2239 E-Mail: tfisher@fibertelinc.net/ tammyb@fibertelinc.net</p>	<p>WOODMAN COMMUNICATION (Doing business for) Mountain, LTD. 9067 S. 1300 West Suite 301 West Jordan, Utah 84088 Mick Woodman 801-521-9999 ext. 3 mic@woodmancomm.com Eric Woodman 801-580-8607 eric@woodmancomm.com</p>	<p>RMWT 42 South Main Street Nephi, Utah 84648 435-623-4252</p>
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APPROVED CONSTRUCTION FIRMS

<p>B. JACKSON CONSTRUCTION & ENGINEERING, INC.</p> <p>5501 W Wells Park Rd West Jordan, UT 84088 Phone 801-260-0988 Fax 801-260-0989 Cell 801-402-1136 bart@bjacksonconst.com</p>	<p>FOUR SEASONS, INC.</p> <p>9480 So Bagley Park Rd West Jordan, UT 84088 Chris Gee Phone 801-280-7000 chrisgee@fourseasonsconstruction.com</p>	<p>NIELS FUGAL CO., LLC</p> <p>1005 South Main Street . Pleasant Grove, Utah 84062 P O Box 650 Pleasant Grove, Utah 84062 Phone 801 785-3152 Fax 801 785-9430 Cell 801-592-6999 bjh@fugal.com</p>
<p>FIBERTEL, INC</p> <p>893 N 450 W Springville, UT 84663 P.O. Box 1071 Springville, UT 84663 Phone 801-489-0659 Fax 801-489-0969 Cell 801-362-2239 tfisher@fibertelinc.net / tammyb@fibertelinc.net</p>	<p>SORENSEN CONSTRUCTION INC.</p> <p>251 Sugar Ave. Billings. MT 59101 Phone 406-259-2688 Fax 406- 259-2497</p> <p>918 S 2000 W Syracuse, Utah 84075 Phone 801-773-4390 X257 Fax 801-260-1136 chad.sorensen@goSCI.com steve.brinkerhoff@goSC I.com</p>	<p align="center">This segment has been left blank intentionally.</p>



**ELECTRIC LIGHTWAVE, LLC.
SUPPLEMENTAL AGREEMENT NO. ____**

Supplement to UDOT Finance No. _____

THIS SUPPLEMENTAL AGREEMENT, made and entered into this _____ day of _____, 20____, **Utah Department of Transportation**, (“UDOT”), and **Electric Lightwave, LLC.**, a Registered Corporation in the State of Utah, (“Company”) each as (“Party”) and jointly as (“Parties”).

The Parties hereto entered in to a Master Utility Agreement (MUA) dated _____, UDOT Finance No. _____. All the terms of the MUA remain in full force and effect unless otherwise specified herein.

The Parties agree as follows:

1. UDOT and Company will perform the following described Utility Work in accordance with the terms and conditions of the MUA:
 - a. Description of Utility Work to be performed, including proposed location, described in Exhibit “A” that is incorporated by reference: (Plan Sheets Attached)
 - b. The Company requirements as shown in the MUA – Company Requirements, are modified as follows:
 - c. Anticipated duration of Utility Work as shown on Exhibit “B” that is incorporated by reference:
 - d. Betterments included:

TOTAL ESTIMATED COST OF SUPPLEMENTAL AGREEMENT _____	\$0.00
TOTAL ESTIMATED COST OF COMPANY PERFORMED UTILITY WORK	\$0.00
TOTAL ESTIMATED COST OF UDOT PERFORMED UTILITY WORK	\$0.00
COMBINED TOTAL ESTIMATED COST OF UTILITY WORK	\$0.00
TOTAL ESTIMATED AMOUNT OF COMPANY PARTICIPATION @ 50%	\$0.00
TOTAL ESTIMATED AMOUNT OF UDOT PARTICIPATION @ 50%	\$0.00

2. UDOT will notify the Company’s contact person, Shauna Jones, telephone number (801) 448-8328, and e-mail shauna.jones@integratelecom.com. at least 48 hours in advance of beginning the Utility Work covered herein, or in accordance with the specific terms of the MUA, as applicable.



IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first written above.

Electric Lightwave, LLC

Title: _____

Date: _____

.....

Recommended For Approval:

Utah Department of Transportation

Title: Utility and Railroad Leader

Title: Project Director

Date: _____

Date: _____

UDOT Comptroller Office Contract Administrator

Title:

Date: _____

REQUEST FOR PROPOSALS



UTAH DEPARTMENT OF TRANSPORTATION



4 Interchanges on Bangerter HWY (SR-154)

Project No. S-0154(12)11

Salt Lake County

CONTRACT DOCUMENTS

PART 7:

CONTRACT DRAWINGS

Addendum 109 - December 18, 2016

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3. Right-of-Way Drawings
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5. Utility Details - Revised
6. Utility Summaries - Revised
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8. Signing Details
9. Signal Details
10. ATMS Details
11. Partial Interchange Lighting Detail
12. Off Ramp Grading for Future Lane Detail
13. Pedestrian Bridge Location at 7000 South
14. USBOR Manway and Vault Details
15. USBOR O&M Guidelines
16. Barrier Standards
17. Utility Deviation Form
18. PRV Vault Detail

REQUEST FOR PROPOSALS



UTAH DEPARTMENT OF TRANSPORTATION



4 Interchanges on Bangerter HWY (SR-154)

Project No. S-0154(12)11

Salt Lake County

CONTRACT DOCUMENTS

PART 8:

ENGINEERING DATA

Addendum ~~4-10~~ — ~~December 8~~ October 20, 2016

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2. Phase I Site Assessment/Utah DERR Remediation Report
3. Phase II Site Assessment/Utah DERR Remediation Report
4. SUE Test Hole Mapbook
5. SUE – Structures Utility Sheets – Revised

PART 8 DOCUMENTATION NOT INCLUDED IN MAIN PDF DOCUMENT; INCLUDED AS SEPARATE DOCUMENTS/ELECTRONIC FILE

REQUEST FOR PROPOSALS



UTAH DEPARTMENT OF TRANSPORTATION



4 Interchanges on Bangerter HWY (SR-154)

Project No. S-0154(12)11

Salt Lake County

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(RD)

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3. **PEC Build Alternative – 4015 West Reconstruction**
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 - b) 5400 South - Revised
 1. 4015 West - Build Alternative
 - c) 7000 South
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 - f) Drainage Basin .dgns –
 - g) 4015 West Drainage Basin .dgn
5. **Environmental Documentation**
 - a) Final State Environmental Study (SES) Bangerter Hwy & 5400 South
 - b) Final SES Bangerter Hwy & 7000 South
 - c) Final SES Bangerter Hwy & 9000 South
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 - e) USBOR Aqueduct Environmental Assessment (EA) Draft
 - f) Section 404 Permit 9000 South
6. **Municipal & County Standards**
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 - b) South Jordan City Standards
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 - d) Taylorsville City Standards
 - e) Taylorsville Bennion Improvement District Standards
 - f) West Jordan City Standards
7. **USBOR Aqueduct Relocation Plans**
8. **Drainage Basin Maps and Supporting Information**
 - a) Drainage Basin Maps - Revised
 - b) South Jordan City Bangerter Hwy. and 9000 South Supporting Drainage and Utilities Information
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9. **As-Builts**

- a) Bangerter Hwy (SR-154) at 6200, 7000 & 7800 South DB
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- 10. Moved to Part 6**
- 11. Draft Aesthetics Plan**
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- 13. Utility General Estimated Costs**
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- a) MOA UDOT and SJ Marketplace
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- 15. Not Used – Moved to Part 8 (Engineering Data)**
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- 17. Splice Details**
- a) First Digital Splicing
 - b) AT&T Box Splice Maps
 - c) AT&T Sheets 64-103
- 18. West Jordan City Council Presentation 9/7/16 – 7000 South Closure Request**
- 19. Bureau of Reclamation Stamped Drawings**

20. Turning Templates

- a) 5400 South - Revised
- b) 7000 South
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- d) 11400 South
- e) Bangerter Corridor

22. Drainage Report SR-154 Bangerter Highway 9000 South to 12600 South

23. Aqueduct Protection and Monitoring Draft Special Provisions – Moved to Part 5

24. Parapet Sign Details – City and Road Name Signs - Sample from PIN 6999

25. JWCD Cathodic Protection

26. Landscaping Enhancements List

25.27. Draft Noise Permit

28. Draft Rocky Mountain Power Plans

- a) 4015 W 5400 S Plan
- b) Work Order 6280408 4015 W 5400 S
- c) Kearns – Taylorsville 5400 S and Bangerter Proposed Route and Clearances
- d) 9000 S Drawing
- e) 9000 S Bangerter Transmission Line Drawing
- f) RMP Exhibit 11400 S RMP Proposed Route

REFERENCE DOCUMENTATION NOT INCLUDED IN MAIN PDF DOCUMENT; INCLUDED AS SEPARATE DOCUMENTS/ELECTRONIC FILES.