

## 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>
<b>5400 South Interchange Start Date</b>	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. Work may not begin any earlier than March 6, 2017.
<b>5400 South Interchange Completion Date</b>	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).
<b>7000 South Interchange Start Date</b>	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. Work may not begin any earlier than March 6, 2017.
<b>7000 South Interchange Completion Date</b>	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).
<b>9000 South Interchange Start Date</b>	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, <del>and</del> geotechnical investigation, <u>and installation of internal joint seal protections for the USBOR aqueduct</u> . Also excluded is clearing, grubbing, and traffic control associated with the Rocky Mountain Power Utility Work. Work may not begin any earlier than March 6, 2017.
<b>9000 South Interchange Completion Date</b>	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).
<b>11400 South Interchange Start Date</b>	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. Work may not begin any earlier than March 6, 2017.
<b>11400 South Interchange Completion Date</b>	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).
<b>Abandonment</b>	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).
<b>Acceleration Cost</b>	The meaning set forth in Part 2, Section 16.6.2 (Limitation on Acceleration Costs and Delay Damages).
<b>Actual Cost</b>	Design-Builder's direct Cost to provide labor, material, equipment (owned or

<i>Term</i>	<i>Meaning</i>
<b>Claim</b>	A separate demand by the Design-Builder for: (i) a time extension that is disputed by the Department, or (ii) payment of money or damages arising from work done by or on behalf of the Design-Builder in connection with the Contract that is disputed by the Department. A <u>C</u> elaim will cease to be a Claim upon resolution thereof, including resolution by delivery of a Change Order or Contract amendment signed by all parties.
<b>Claims Review Board</b>	A board established by the Department to hear and review unresolved Design-Builder claims as described in Part 2, Section 22.54 (Claims Review Board)
<b>Closure</b>	Any Full Closure or Partial Closure as defined in Part 4-10 (Maintenance of Traffic).
<b>Commission</b>	The Utah Transportation Commission.
<b>Compensable Project Overhead</b>	The lump sum overhead that shall consist of those overhead costs that are in proportion to the time required to complete the work. Compensable Project Overhead shall not include costs that are not related to time, including but not limited to, mobilization, licenses, permits, and other charges that may only be incurred once during the Contract. Compensable Project Overhead shall not apply to subcontractors of any tier, suppliers, fabricators, manufacturers, or other parties associated with the Design-Builder.
<b>Compensable Project Overhead Rate</b>	The Compensable Project Overhead divided by the number of Calendar Days required between NTP and the Contract Completion Date in the Proposal.
<b>Completion Deadline</b>	The date when certain Contract Work is specified to be complete, as defined in Part 1 (Agreement).
<b>Construction Limit</b>	Area within the existing highway right-of-way or construction easements as shown on the ROW Drawings in Part 7 that defines the area available for access by the Design-Builder in accordance with the Contract Documents.
<b>Construction Subcontractor</b>	A subcontractor on the Design-Builder's team that will be responsible for part of the construction of the Project.
<b>Contaminated Groundwater</b>	Extracted groundwater including contaminants above legally-permitted discharge levels so as to require treatment prior to re-use or disposal. Contaminated groundwater, which may legally be re-used without treatment, including use for dust control, or which merely requires dilution prior to re-use or disposal, shall specifically be excluded from the definition.
<b>Contract Amount</b>	The lump sum contract price, which shall initially be the sum of the individual lump-sum amounts as shown on <u>Form PA</u> (Price Allocation) in the Proposal.
<b>Contract Completion</b>	As defined in Part 2, Section 13 (Project Acceptance).
<b>Contract Drawings</b>	The drawings included in Part 7 (Contract Drawings).
<b>Contract or Contract Documents</b>	Written agreement between the Department and the Design-Builder establishing the obligations of the parties for the performance of the Work prescribed. The Contract/Contract Documents include the documents identified in Part 1, Section 1.2 (Contract Documents), all of which constitute one instrument.
<b>Contract Price</b>	See Contract Amount.
<b>Control Point</b>	The meaning set forth in Part 3, Section D (Construction Control Point Inspection).
<b>County</b>	The County or Counties where Work is located.

<i>Term</i>	<i>Meaning</i>
<b>Critical Path</b>	The series of activities that determine the Project’s Substantial Completion Deadline; a delay to any of these activities could delay the finish date of the entire Project. The Department defines the Critical Path as the Longest Path.
<b>Day</b>	The meaning set forth in Part 1, Section 1.8 (Computation of Days).
<b>Debarment</b>	Action taken by the Department or federal government pursuant to regulations that prohibits a person or company from performing work on a public project.
<b>Defect or Defective Condition</b>	Nonconforming Work.
<b>Delay Damages</b>	As defined in Part 2, Section 16.6.2 (Limitation on Acceleration Costs and Delay Damages).
<b>Department</b>	The Utah Department of Transportation.
<b>Department-Directed Change</b>	A change requested by the Department through a Form C-107.
<b>Design-Build</b>	A project delivery methodology by which the Department contracts with a single firm that has responsibility for the design and construction of a project under a single contract with the Department.
<b>Design Documents</b>	Released for Construction Documents, Design Milestones, and Final Design as defined in Part 3 (Quality Program).
<b>Design-Build Contract</b>	The Design-Build Contract for the 4 Interchanges on Bangerter Highway (SR-154) executed by the Department and the Design-Builder including all amendments thereto.
<b>Design-Builder</b>	The individual or legal entity contracting with the Department for the performance of the Work.
<b>Design-Builder-Related Entities</b>	The Design-Builder, Subcontractors, their employees, agents and officers and all other entities and individuals for whom the Design-Builder may be legally or contractually responsible.
<b>Designer</b>	The Principal Participant, Subcontractor, or in-house designer that has primary responsibility for design services for the Project.
<b>Differing Site Conditions</b>	As defined in Part 2, Section 4 (Differing Site Conditions)
<b>Directive Letter</b>	The letter as described in Part 2, Section 16.1.2 (Issuance of a Directive Letter) issued by the Department requesting or regarding a change in Work.
<b>Disadvantaged Business Enterprise (DBE)</b>	A for-profit small business concern as defined in 49 Code of Federal Regulations (CFR) Part 26.
<b>Disincentive or Disincentive Assessment</b>	As defined in Part 2, Section 20 (Incentives, Disincentives, and Damages).
<b>Dispute</b>	Any disagreement between the Department and the Design-Builder arising out of or relating to the Contract Documents, the Work, or the Project, including <del>Claims</del> , disagreements resulting from a change, a delay, a Change Order, any other written orders, or oral orders from the Department, including any direction, instruction, interpretation, or determination by the Department. Dispute does not include claims that are not actionable against the Department by the Design-Builder.
<b>Disruption Damages</b>	The meaning set forth in Part 2, Section 16.6.2 (Limitation on Acceleration

# 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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## CONTRACT DOCUMENTS

### PART 2—GENERAL PROVISIONS

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Addendum ~~2-7~~ – ~~October 6~~ November 17, 2016

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### 3.6.2. No Estoppel

The Department shall not be precluded or estopped, by any measurement, estimate, or certificate made either before or after Contract Completion and payment therefor, from showing that any such measurement, estimate or certificate is incorrectly made or untrue, or from showing the true amount and character of the Work performed and materials furnished by the Design-Builder, or from showing that the Work or materials do not conform in fact to the requirements of the Contract Documents.

Notwithstanding any such measurement, estimate or certificate, or payment made in accordance therewith, the Department shall not be precluded or estopped from recovering from the Design-Builder and its Surety such damages as the Department may sustain by reason of the Design-Builder's failure to comply or to have complied with the terms of the Contract Documents.

### 3.7. Nonconforming Work

#### 3.7.1. Rejection, Removal, and Replacement of Work

Subject to the Department's right, in its sole discretion, to accept Nonconforming Work, the Design-Builder shall repair, remove, replace, or otherwise correct rejected Nonconforming Work so as to comply with the requirements of the Contract Documents, at the Design-Builder's expense and without any time extension, and the Design-Builder shall promptly take all action necessary to prevent similar deficiencies from occurring in the future. The fact that the Department may not have discovered the Nonconforming Work shall not constitute an acceptance of such Nonconforming Work. If the Design-Builder fails to correct any Nonconforming Work within seven Calendar Days of receipt of notice from the Department requesting correction, the Department may, in its sole discretion, cause the Nonconforming Work to be repaired, removed, replaced, or otherwise corrected, and may deduct the cost of doing so from any monies due or to become due the Design-Builder and/or obtain reimbursement from the Design-Builder for such cost.

#### 3.7.2. Nonconforming Work Pay Adjustment

In its sole discretion, the Department may accept any Nonconforming Work or require Design-Builder to repair or restore such Nonconforming Work, in which case the Department shall be entitled to a pay adjustment (or reimbursement of a portion of the Contract Amount, if applicable) or additional assurances (including additional warranties). If the Department accepts any Nonconforming Work, the Department shall be entitled to reimbursement of a portion of the Contract Amount in an amount determined by the Department. In general, the pay adjustment (or reimbursement) shall equal any one or combination of the following, at the Department's election, (i) the amount allocated to such Work in the Approved Schedule of Values (SOV); (ii) the Design-Builder's cost savings associated with its failure to perform the Work in accordance with the Contract requirements; (iii) the amount deemed appropriate by the Department to provide compensation for impacts to affected parties such as inconvenience to the public or future maintenance and/or other costs relating to the Nonconforming Work; or (iv) by the amount indicated for nonconforming work items specified in Part 5 (Special Provisions and Exceptions). In certain events, the Department shall be entitled to a pay adjustment (or reimbursement) as expressly set forth elsewhere in the Contract Documents. All pay adjustments or reimbursements shall be deducted from future payments or shall be payable to the Department within 30 Calendar Days after the Design-Builder's receipt of an invoice therefor.

If the Design-Builder proceeds with subsequent Work without addressing the Nonconforming Work, then such Work and any subsequent payment (partial or full) for such items of Work will be at the Department's sole discretion.

### 6.1.5. Utility Company/Third-Party Delays

Subject to the requirements of Section 15 (Change Order Risk Allocation) and Section 16 (Changes in the Work), the Design-Builder shall be entitled to an extension of a Completion Deadline for delays to the Critical Path associated with Utility Company/Third-Party Delays only in the circumstances described in this Section 6 (Utility Work and Third Party Agreements). The Design-Builder shall give notice to the Department of any circumstances which may lead to a claim of a Utility Company/Third-Party Delay within 72 hours of the Design-Builder's becoming aware that such circumstance has occurred or is likely to occur.

The Design-Builder shall bear 100 percent of the risk of Utility Company/Third-Party Delays, up to an aggregate amount of ~~10-five~~ Calendar Days of Utility Company/Third-Party Delays per Utility Company/Third-Party (regardless of how many Utilities of such Utility Company/Third-Party are causing delay). Subject to Section 6.1.5.2 (Concurrent Delays), if aggregate Utility Company/Third-Party Delays caused by a particular Utility Company/Third-Party exceed ~~10-five~~ Calendar Days, then the risk of aggregate Utility Company/Third-Party Delays in excess of ~~10-five~~ Calendar Days shall be borne equally by each party (i.e., any affected Completion Deadline shall be extended by one Calendar Day for every two Calendar Days of Utility Company/Third-Party Delay in excess of the initial aggregate ~~10-five~~ Calendar Days).

#### 6.1.5.1. Conditions to Extensions for Utility/Third-Party Delays

Conditions Precedent. The Design-Builder shall not be entitled to any extension of any Completion Deadline(s) for a Utility Company/Third-Party Delay, and such Utility Company/Third-Party Delay shall not be counted toward the 10 Calendar Day cap on the Design-Builder's risk per Utility Company/Third-Party unless all of the following conditions are satisfied:

- A. The Design-Builder has provided evidence reasonably satisfactory to the Department that: (i) the Design-Builder has fulfilled its obligation under the applicable Utility Company/Third-Party Agreement(s) to coordinate with the Utility Company/Third-Party to prevent or reduce such delays; and (ii) the Design-Builder has otherwise made diligent efforts to obtain the timely cooperation of the Utility Company/Third-Party but has been unable to obtain such timely cooperation.
- B. If the Design-Builder is responsible for the Relocation, the Design-Builder has provided a reasonable Relocation plan to the Utility Company/Third-Party and the Design-Builder has obtained, or is in a position to timely obtain, all applicable approvals, authorizations, certifications, consents, exemptions, filings, leases, licenses, permits, registrations, options, and/or rulings required by or with any Governmental Person in order to design and construct such Relocations.
- C. No circumstances exist which have delayed or are delaying the affected Relocation, other than those which fit within the definition of a Utility Company/Third-Party Delay.

#### 6.1.5.2. Concurrent Delays

To the extent one or more Utility Company/Third-Party Delays is or are concurrent with another delay to the Critical Path, which is the Design-Builder's responsibility hereunder, but which is not a Utility Company/Third-Party Delay, then such Utility Company/Third-Party Delay(s) shall not be considered in calculating any 10 Calendar Day cap on the Design-Builder's risk. Furthermore, if two or more Utility Company/Third-Party Delays occur concurrently with each other (whether caused by the same Utility Company/Third-Party or by different Utility Companies/Third-Parties), then only one of such Utility Company/Third-Party Delays shall be considered in calculating a 10 Calendar Day cap on the Design-Builder's risk (in selecting between two or more Utility Companies/Third-Parties for such purpose, the Utility Company/Third-Party Delay caused by the Utility Company/Third-Party with the least amount of

as activities in the Project Baseline Schedule. All Payment Activities shall be incorporated into one of the Payment Items in Form PA (Price Allocation) and Form UC (Utility Costs). Incorporate Change Orders into new or revised Payment Activities as they are Approved; new or revised Payment Activities must be agreed upon with the Department. If the Design-Builder anticipates requesting payment for stored-materials, include these materials as Payment Activities. Cost-loading of activities is described in Section 11.2.411.12.4 (Baseline Schedule Development).

### 12.1.3. Continuing Activities

The SOV shall include Payment Activities sufficient to cover all efforts necessary to fulfill all Contract requirements and successfully complete the Work for the following continuing activities:

- A. Project Management
- B. Quality Control
- C. Safety and security
- D. Maintenance During Construction
- E. Environmental
- F. Insurance

The total value for the continuing activities, except Quality Control, and Insurance, shall be equal to the value of Compensable Project Overhead listed on Form PA (Price Allocation) and shall be distributed so as to capture estimated expenditures in equal monthly increments within each continuing activity from NTP until Contract Completion.

## 12.2. Progress, Invoicing, and Payment

### 12.2.1. Measurement of Progress

Payments shall be made for Payment Activities and no payment is made until the Payment Activity is at least 50, 90 or 100 percent complete. The Department will consider payment of 50 percent of the budgeted amount when at least 50 percent of the physical progress of a Payment Activity is achieved in accordance with the Contract requirements. The Department will consider payment of 90 percent of the budgeted amount when 90-100 percent of the physical progress of a Payment Activity is achieved in accordance with the Contract requirements but required documentation is pending. Full payment of the budgeted amount will be paid when a payment activity is 100 percent complete and all required documentation is received and substantiated by the Department.

For continuing activities, payment shall be made for the amount apportioned for the period in which payment is being requested.

The amount payable to the Design-Builder for bond premiums is a dollar-for-dollar pass-through of the Design-Builder's costs (not to exceed the amount shown in the Payment Activities for such premiums). Where a Payment Activity requires submittal of a bond, the Payment Activity is met when the bond has been provided in the amount and under the terms required in the Contract and by a Surety that the Department accepts;

Invoice mobilization at the amount listed in Proposal Price Allocation Form PA upon issuance of NTP.

The Department will not pay for direct costs of equipment used to construct the Project. The Design-Builder shall allocate costs for equipment, whether new, used, or rented, as part of the activities with which the equipment is associated.

prior to opening such portion to use by the public: (a) the Design-Builder shall establish a Control Point regarding such portion of the Project, (b) the Design-Builder shall provide notice thereof to the Department, per the Control Point notification process, as set forth in Section 3.5.4 (Control Points) and (c) such portion shall be verified for compliance and accepted by the Department in accordance with Part 3 (Quality Program) prior to opening.

The Design-Builder remains responsible for all repair or replacement of that portion of the Work. Maintenance responsibilities remain with the Design-Builder until Substantial Completion is achieved. Designation of safe to open for any portion of the Project shall not start a warranty period for any portion of the Work or void or alter any terms of the Contract.

Opening of portions of the Project prior to Substantial Completion does not constitute acceptance of the Work or a waiver of any provisions of the Contract Documents.

#### **13.1.1.1. Interchange Completion**

As a prerequisite to Interchange Completion for each interchange (as described in the definition of Project in Part 1, Appendix A (Acronyms and Definitions) and Part 4-01 (Project Configuration)), the Design-Builder shall provide written notice to the Department when all of the following have occurred:

- (1) The Department and the Design-Builder have agreed upon a Punch List and the timing for completing each Punch List item for Interchange Completion and which items, if any, can be deferred until Substantial Completion.
- (2) The Design-Builder has completed all Work for an interchange, except for Punch List items and the removal of internal joint seal protections for the USBOR aqueduct at the 9000 South interchange, final cleanup and other items specifically identified as required for Interchange Completion.
- (3) The Design-Builder has ensured that the Work in connection with Interchange Completion has been performed in accordance with the requirements of the Contract Documents.
- (4) The Design-Builder has ensured that the interchange may be operated safely without injury to any Person or damage to the interchange or any other property on or off the Site.
- (5) The Design-Builder has ensured that the interchange is open for traffic and that no further work is required except for seeding and landscaping and Punch List items and such work will not involve any lane or shoulder closure or impact traffic.
- (6) The Design-Builder has received all applicable Governmental Approvals required for the interchange.
- (7) The Design-Builder has furnished to the Department certifications from the Design Manager, in form and substance satisfactory to the Department, certifying that the Design Documents meet the requirements of the Contract Documents for the interchange.
- (8) The Design-Builder has furnished to the Department certifications from the Design-Builder's Project Manager, in form and substance satisfactory to the Department, certifying that the construction meets the requirements of the Contract Documents.
- (9) There is no outstanding Nonconforming Work, or incomplete Work (except for agreed to Punch List items), identified by the Design-Builder or the Department for the interchange.
- (10) The Design-Builder has obtained all applicable Third-Party approvals relating to the Work for the interchange (including Utility Owners as required under any applicable MUAs, Part 4-19 (Utilities), and Part 6 (Third-Party Agreements)), and all Third-Parties have completed all work that involves obligations by the Design-Builder (including Utility Owners under any applicable MUAs, Part 4-19 (Utilities), and Part 6 (Third-Party Agreements)).
- (11) All of the Design-Builder's and Subcontractors' personnel, supplies, equipment, waste materials, rubbish, and temporary facilities have been removed from the applicable portion of the Site, the Design-Builder has restored and repaired all damage or injury arising from such removal to the satisfaction of the Department and the applicable portion of the Site and adjacent affected areas for which the Design-Builder is responsible are in good working order and condition.

### 13.1.1.2. Notice of Interchange Completion

If the Department determines that any Work does not meet the requirements of the Contract Documents or the Department does not agree that all Work remaining will be performed without lane closures or further delays, disruption, or impediment to the public, the Department will advise the Design-Builder as to Nonconforming Work or incomplete Work. Upon correction of the Nonconforming Work or completion of incomplete Work, the Design-Builder shall provide an updated written notification under Section 13.1.1.1 (Interchange Completion) to the Department. This process will continue until there are no identified items of Nonconforming Work or incomplete Work that are prerequisites to Interchange Completion, at which time the Department will issue a Notice of Interchange Completion.

Interchange Completion is reached upon the date identified by the Department in the Notice of Interchange Completion. The Design-Builder hereby acknowledges and agrees that the Department's verification of the Notice of Interchange Completion may require substantial time and will be dependent upon the number and severity of outstanding items requiring verification, as identified in Section 13.1.1.1 (Interchange Completion). The Department agrees that it shall make reasonable efforts and act diligently in such verification and, if appropriate, issuance of the Notice of Interchange Completion. If a Notice of Interchange Completion is issued after the contractual deadline for Interchange Completion, disincentives will apply.

## 13.2. Substantial Completion

As a prerequisite to Substantial Completion for the Project, the Design-Builder shall provide written notice to the Department when all of the following have occurred:

- (1) The Department and the Design-Builder have agreed upon a Punch List and the timing for completing each Punch List item for Substantial Completion and which items, if any, can be deferred until Physical Completion.
- (2) The Design-Builder has completed all Work, except for Punch List items and the removal of internal joint seal protections for the USBOR aqueduct at the 9000 South interchange. The Design-Builder has ensured that the Work in connection with Substantial Completion has been performed in accordance with the requirements of the Contract Documents.
- (3) The Design-Builder has ensured that the Project may be operated safely without injury to any Person or damage to the Project or any other property on or off the Site.
- (4) The Design-Builder has ensured that the Project is open for traffic and that no further work is required except for seeding and landscaping and Punch List items and such work will not involve any lane or shoulder closure or impact traffic.
- (5) The Design-Builder has received all applicable Governmental Approvals required for the Project.
- (6) The Design-Builder has furnished to the Department certifications from the Design Manager, in form and substance satisfactory to the Department, certifying that the Design Documents meet the requirements of the Contract Documents.
- (7) The Design-Builder has furnished to the Department certifications from the Design-Builder's Project Manager, in form and substance satisfactory to the Department, certifying that the construction meets the requirements of the Contract Documents.
- (8) There is no outstanding Nonconforming Work, or incomplete Work (except for agreed to Punch List items), identified by the Design-Builder or the Department.
- (9) The Design-Builder has obtained all applicable Third-Party approvals relating to the Work (including Utility Owners as required under any applicable MUAs, Part 4-19 (Utilities), and Part 6 (Third-Party Agreements)), and all Third-Parties have completed all work that involves obligations by the Design-Builder (including Utility Owners under any applicable MUAs, Part 4-19 (Utilities), and Part 6 (Third-Party Agreements)).

stoppage shall be considered a suspension under Section 17.1 (Suspension for Convenience). The Design-Builder shall not have the right to terminate the Contract for default as the result of any failure by the Department to make an undisputed payment due hereunder, but the Design-Builder shall have the right to declare a termination for convenience under Section 18 (Termination For Convenience) upon meeting the requirements of Section 18.15 (Suspension of Work).

## 20— INCENTIVES, DISINCENTIVES, AND DAMAGES

### 20.1. Citizen Coordination Team Incentives

#### 20.1.1. Community Coordination Team

The Department's Communication Team (CT) will organize and manage a Community Coordination Team (CCT) and act as the facilitator at CCT meetings. The ~~CC~~CCT will meet in accordance with Part 4-12 (Public Information Services) to provide feedback to the Design-Builder on the effectiveness of the coordination efforts with the public.

#### 20.1.2. Evaluation

The Design-Builder will be evaluated at the end of determined incentive award periods, displayed in the Table 20-1 Incentive Award Periods below. During the monthly CCT meeting at the end of each incentive award period, the voting members will rate the Design-Builder's performance for the period and determine a score (maximum of 100 percent of the incentive award period percentage) to be used in determining the period's incentive amount. The evaluation criteria to be used at each voting meeting will be developed and agreed upon no later than the second CCT meeting through a collaborative process involving both voting and non-voting CCT members. The evaluation criteria may be based on exceeding the requirements of the Public Involvement tasks as outlined in Part 4-12 (Public Information Services) and MOT as it relates to lessening the impact to the public. The portion of the overall Incentive Award allocated to the Public Involvement / CCT is \$300,000. This is the total value that can be earned from all CCT incentive award periods combined. The Incentive Award will be divided equally between the seven award periods.

#### 20.1.3. Evaluation and Award of Public Involvement/~~CRB~~CCT Incentive

The Public Involvement / CCT criteria will be measured at the conclusion of each incentive period as work progresses. The incentive amount awarded will be based on the following formula:

$$A = T \times IAP\% \times CCT\% \text{ where:}$$

A is Actual dollar amount to be awarded each period.

T is Maximum amount of CCT incentive for project (\$300,000).

IAP% is Percent of total allowed for each award period (Table Incentive Award Period).

CCT% is CCT score (in percent) for each award period.

The incentive award will be paid the month following the award period shown in Table Incentive Award Period.

TABLE 20-1 INCENTIVE AWARD PERIODS	
Incentive Award Period	Maximum Percent of Total Available Award (IAP%)
Period 1: NTP – August 2017	10

## 21.4. Comprehensive Environmental Response, Compensation, and Liability Act Agreement

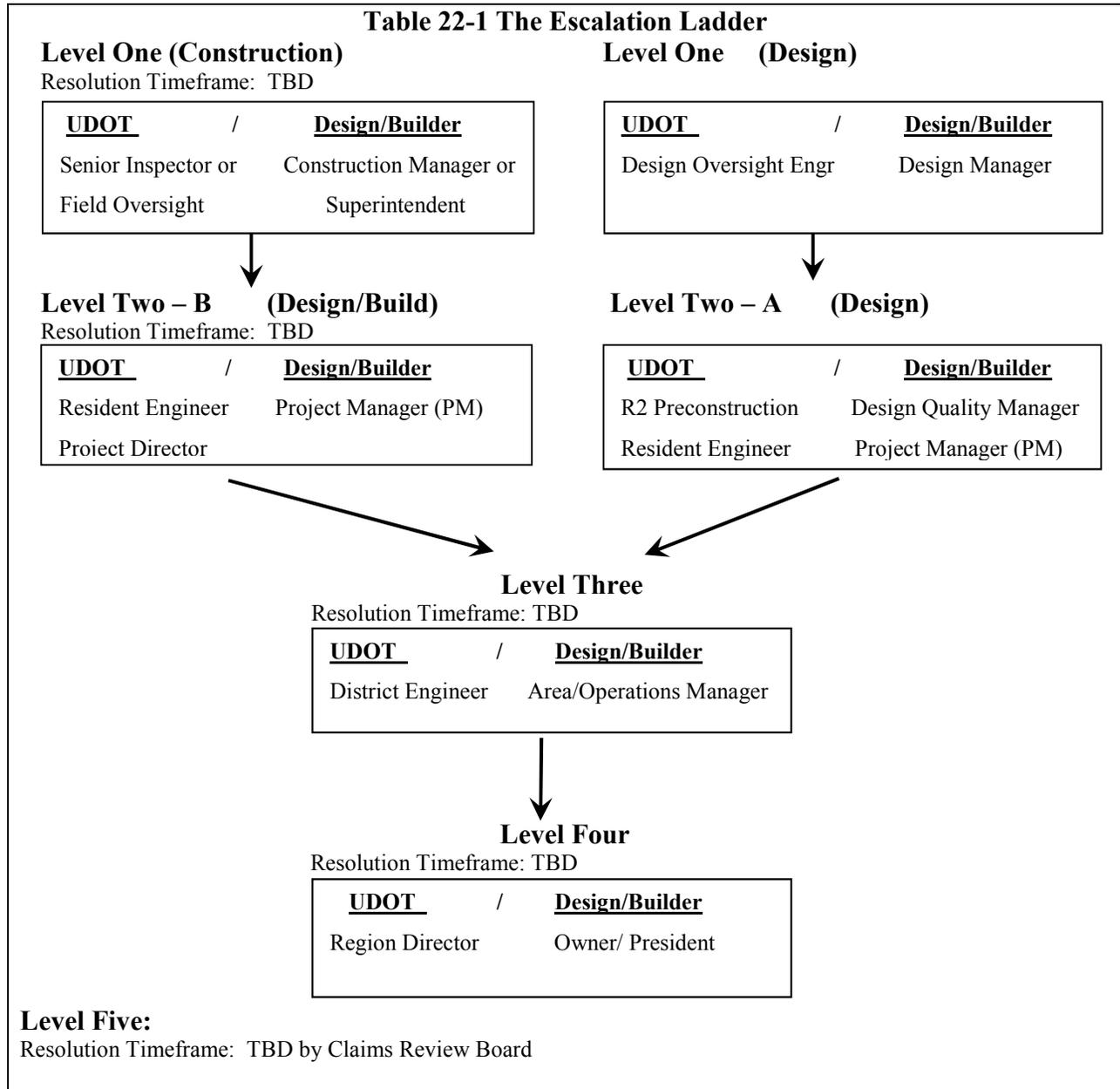
Without limiting their generality, the indemnities set forth in Section 21.1.1(G) are intended to operate as agreements pursuant to Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. Section 9607(e), to insure, defend, hold harmless and indemnify the parties indemnified in said Section 21.1.1(G).

## 22— PARTNERING AND DISPUTE RESOLUTION

### 22.1. Partnering Program

- A. The Design-Builder shall implement a facilitated partnering program, and execute it in conjunction with the Subcontractors, design consultants, design subconsultants, and the Department. This approach uses the strengths of each organization to identify and achieve mutual goals. Partnering does not change the legal relationship of the parties or modify the Contract, and does not relieve either party from any of the terms of the Contract. Partnering does not create a legal partnership between the parties. Rather, it is intended to denote a cooperative collaboration between the parties to efficiently accomplish the Work and complete the Contract.
- B. The Design-Builder shall implement partnering in accordance with the UDOT and Utah AGC Partnering Field Guide. Refer to <http://www.udot.utah.gov/go/standardsreferences>:
  1. Design-Builder shall contact the Department within 30 days of Notice of Award ~~and before the pre-Work conference~~prior to NTP to implement a Third-Party facilitated partnering initiative;
  2. The Design-Builder and the Department shall select a facilitator for the meeting and mutually develop the attendees list, agenda, duration, and location of a partnering workshop;
  3. The Design-Builder shall ensure that partnering will be held for both design and construction throughout the Project, and shall review survey responses and results monthly with the Department; and
  4. The Design-Builder shall perform a design lessons-learned session within two weeks of the final drawings being released-for-construction.
- C. Any cost associated with effectuating partnering will be agreed to by both the Design-Builder and the Department. The Design-Builder and the Department shall share any costs equally to accomplish partnering, except that each shall pay full costs associated with its staff attending partnering sessions.
- D. Follow-up workshops may be held as agreed by the Design-Builder and the Department.
- E. Design-Builder shall hold a bi-weekly Executive Partnering meeting with the Department's ~~Project Director and Deputy Project Director~~. This bi-weekly meeting will begin at NTP and end at Contract Completion.
- F. The Design-Builder and Department shall hold a partnering meeting as soon as possible and in no case later than 15 Calendar Days after NTP. Both parties will complete the escalation ladder by assigning the individuals to each level. The Design-Builder shall submit this information to the Department prior to the partnering meeting.

- G. The parties shall in good faith attempt to resolve all issues and Disputes at the lowest possible administrative level.
- H. Escalation Ladder – See Table 22-1 below. Establish resolution timeframes during the Partnering Meeting in coordination with the Department.



**22.2. Dispute-Partnering Resolution Procedure**

- A. If a Dispute arises the Design-Builder shall do all of the following in order to pursue a Dispute and preserve its claim interests:
  - 1. Keep all records of entire costs and time incurred throughout the Disputed Work, and allow the Department access to those and other supporting records upon request. Provide daily records of Disputed work, on a weekly basis, or on a schedule to be determined in agreement with the Department.

2. In spite of any Dispute, proceed promptly and diligently with the Work, unless otherwise directed by the Department.
  3. Follow the Escalation Ladder in Table 22-1
- B. The process starts at the lowest level possible for each party and proceeds up through each party's hierarchy until the issue is resolved.
1. All Disputes are elevated to the next higher level only after a decision has been rendered by ~~the UDOT Dispute Administrator~~ at the current level in the ladder; ~~and only if the Design-Builder has appealed the decision in writing.~~
  2. Once the issue is elevated, the next level meets after receiving any appeal from the previous level, to negotiate and discuss a resolution. All individuals involved in the Dispute, from the previous level, shall sit down with the individuals at the next level of the Escalation Ladder and discuss the Dispute.
    - a. Keep the previous escalation levels informed of the progress of the resolution and the reasoning behind any decisions made.
    - b. Communicate any resolutions down to the originating level.
  3. Meetings must be held each time a Dispute is elevated to the next level and continue through the process until the issue is resolved.
  4. Decisions to be made by ~~the UDOT Dispute Administrator~~ at the current level in the ladder within the timeframes shown in Table 22-1, or as extended by the Department.
  5. If a resolution of the Dispute ~~has-is~~ not ~~been~~ successfully achieved ~~by the time the Dispute reaches at level Level Four~~ on the Escalation Ladder, ~~and the Design-Builder desires to pursue the Dispute, the Design-Builder shall follow the procedures the Claims Review Board will be utilized and followed~~ according to Section 22.3 (Written Notice for Claims Review Board) and Section 22.45 (Claims Review Board).

### 22.3. Written Notice for Claims Review Board and Appeals

~~The dispute resolution provisions contained in Section 22 (Partnering and Dispute Resolution) shall apply only in the event that the Department Design-Builder issue resolution efforts through partnering are not successful. The provisions of this Section 22 (Partnering and Dispute Resolution) shall apply to all Disputes arising out of the Work that are not resolved by the parties through the partnering process, except as expressly provided to the contrary in the Contract Documents.~~

~~The parties shall diligently cooperate with each other during the dispute resolution process and the Claims Review Board.~~

- A. ~~Written Notice and Appeals~~—The Design-Builder shall file a proper initial written notice of dispute with the Department within seven Calendar Days after Level Four participants in the Escallation Ladder process agree the Dispute will not be resolved at that level ~~becoming aware of any Dispute~~, using the Dispute Resolution Form provided as Appendix C. The Design-Builder shall provide the following information and documentation as part of the notice:
1. Executive Summary. The executive summary will include a detailed, factual statement of the dispute with necessary dates and locations of Work involved in the Dispute, the dates when the Dispute was discovered, and when the initial written notice of dispute was given to the Engineer;

- a. Describe the acts or omissions of the Department or its representative(s), or Third-Party that allegedly caused or may cause damage to the Design-Builder, citing specific facts, persons, dates and Work involved.
2. The specific Contract provision(s) that support the Dispute;
3. The estimated dollar cost, if any, of the protested Work, and furnish a list of estimated Materials, Equipment and labor for which the Design-Builder might request additional compensation;
4. Theory of entitlement supporting the appealDispute. Include a narrative of how or why the specific Contract Documents support the appealDispute and a statement of the reasons why such Contract Documents support the appealDispute;
5. Itemized list of dispute amounts. Provide claim-dollar amounts with a narrative of the theories and documents used to arrive at the amounts provided;
6. Time extension requests. If the Dispute relates to a combination of additional compensation and time extensions, submit a copy of the schedule that was in effect when the Dispute arose and a detailed narrative which explains how the disputed issue impacted a Completion Deadline(s), specific to impacts on the Critical Path; and
7. Supporting documents. Include copies of, or excerpts from any documents that support the appealDispute, such as manuals standard to the industry and used by the Design-Builder or any other information the Design-Builder chooses to provide.

~~B. Appeals are to be provided within the timeframes specified and according to the procedures described in Section 22.4(Appeals).~~

## **22.4. Dispute Resolution Procedure**

~~C. If a Dispute arises the Design-Builder shall do all of the following in order to pursue a Dispute and preserve its claim:~~

- ~~6. Keep all records of entire costs and time incurred throughout the disputed Work, and allow the Department access to those and other supporting records upon request. Provide daily records of disputed work, on a weekly basis, on a schedule to be determined in agreement with the Department.~~
- ~~7. In spite of any Dispute, proceed promptly and diligently with the Work, unless otherwise directed by the Department.~~
- ~~8. Follow the Escalation Ladder in Table 22-1~~

~~D. The process starts at the lowest level possible for each party and proceeds up through each party's hierarchy until the issue is resolved.~~

- ~~9. All Disputes are elevated to the next higher level only after a decision has been rendered by the UDOT Dispute Administrator at the current level in the ladder, and only if the Design-Builder has appealed the decision in writing.~~

- ~~10. Once the issue is elevated, the next level meets after receiving any appeal from the previous level, to negotiate and discuss a resolution. All individuals involved in the Dispute, from the previous level, shall sit down with the individuals at the next level of the Escalation Ladder and discuss the Dispute.~~
  - ~~e. Keep the previous escalation levels informed of the progress of the resolution and the reasoning behind any decisions made.~~
  - ~~d. Communicate any resolutions down to the originating level.~~
- ~~11. Meetings must be held each time a Dispute is elevated to the next level and continue through the process until the issue is resolved.~~
- ~~12. Decisions to be made by the UDOT Dispute Administrator at the current level in the ladder within the timeframes shown in Table 22-1, or as extended by the Department.~~
- ~~13.6. If a resolution of the Dispute has not been successfully achieved by the time the Dispute reaches level V on the Escalation Ladder, the Claims Review Board will be utilized and followed according to Section 22.5 (Claims Review Board).~~

## ~~22.5. Appeals~~

- ~~A. Written appeals apply to all Disputes. If a written appeal is submitted to the Department, both parties shall pursue the matter further in an attempt to settle the Dispute according to the Escalation Ladder shown in Table 22-1. Appeals must be received within 5 Calendar Days from the date the most recent decision was issued by the Department, or as extended by the Department. From the date that an appeal is filed to the Department, if the Department fails to issue a new decision within the timeframe shown for the next level in Table 22-1 the existing Department decision shall stand. If no notice of appeal or complaint is filed within 5 Calendar Days following the date upon which the Department made its most recent decision, the decision shall be final and conclusive.~~
- ~~B. All appeals must be in writing and contain complete and necessary updates to all information as outlined in Section 22.2 (Written Notice and Appeals) in order to be considered.~~
- ~~C. The Department reserves the right at any time to request additional information related to the Dispute, appeal, or to the Contract. Responses from the Design Builder to requests for more information must be received within seven Calendar Days of the initial request, unless otherwise determined by the Department.~~
- ~~D. Non-written and/or non-supported appeals will be rejected.~~

## ~~22.6.22.4. Claims Review Board~~

- ~~A. A Claims Review Board is established to hear the unresolved eClaims and make recommendations for settlement to the Deputy Director of the Department of Transportation pursuant to Utah State Code §63G-10-402. ~~The Claims Review Board will be used for Disputes elevated to level V on the Escalation Ladder as shown in Table 22-1.~~
  1. The Claims Review Board will be composed of the following:
    - a. The Project Development Director (or designee) as chairman.
    - b. The Director for Construction and Materials (or designee).
    - c. Member selected by the Utah Chapter of Associated General Contractors (AGC).~~

- B. The Director for Construction and Materials (or designee) will schedule a Celaim hearing before the Claims Review Board ~~when after the Department receives a written notice in accordance with Section 22.3-Dispute is elevated to Level V of the Escalation Ladder (Written Notice for Claims Review Board).~~
- C. The Board may retain or contact technical experts and evaluators as needed to provide additional information/clarification.
- D. The Celaim may be presented informally, with or without legal counsel.
- E. The Board will make its recommendations and provide its reasoning to the Deputy Director within 30 Calendar Days after the completion of the Celaim hearing.
- F. The Deputy Director, as the official designee of the Executive Director of the Department, shall consider the recommendations of the Claims Review Board. Any decision shall provide the facts and conclusions for the written decision.
- G. The Deputy Director shall issue a written decision within a reasonable time.
- H. The Deputy Director's written decision and the recommendation of the Claims Review Board shall not be admissible in any judicial proceeding and is subject to Rule 408 of the Utah Rules of Evidence.

## 23— RECORDS

### 23.1. Escrowed Proposal Documents

EPD must be securely stored at the offices of the escrow holder (as defined and in accordance with Form EPD Escrow Agreement). One copy of all documentary information used in preparation of any quotation related to a Contract amendment or Change Order shall be added to the EPD. The EPD will be held and maintained subject to Section 23.1.1 (Review of Escrowed Proposal Documents) until the following have occurred: (i) all Disputes regarding the Contract have been settled; and (ii) final payment on the Contract has been made by the Department and accepted by the Design-Builder.

#### 23.1.1. Review of Escrowed Proposal Documents

The EPD shall be available during regular business hours for joint review by the Design-Builder and the Department in connection with the resolution of Disputes, an audit under Section 23.3.5 (Claims Audit) (if the EPD are the subject of an audit) or as described in Section 23.1.6 (Review by the Department). The Department shall be entitled to review all or any part of the EPD in order to satisfy itself regarding the applicability of the individual documents to the matter at issue. If accompanied by the Design-Builder, the Department may direct, and the Design-Builder agrees to comply, the Design-Builder to step outside of the immediate room where the review is taking place, provided, however, the Design-Builder is allowed a direct line of site to the Department.

#### 23.1.2. Confidentiality

All records related to EPD, provided to the Department, will be maintained in accordance with the Government Records Access and Management Act (GRAMA), Utah Code Ann., §63G-2-305. Confidentiality will be protected pursuant to §63G-2-309.

To protect information under a Claim of Business Confidentiality, the Proposer must, at the time the information is provided to the Department, include a Claim of Business Confidentiality on Form BC. It is the responsibility of the Design-Builder to complete Form BC in accordance with Subsection §63G-2-309.

# 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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### CONTRACT DOCUMENTS

#### PART 4:

## PROJECT DESIGN AND CONSTRUCTION REQUIREMENTS

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Addendum ~~6-7~~ - November ~~317~~, 2016

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Contact the Utah Division of Air Quality (DAQ) and obtain the appropriate Air Quality Permit for the Project. Permit application forms can be obtained from DAQ's web site (<http://www.deq.utah.gov/Permits/air/index.htm>). Refer to:

Utah Division of Air Quality  
150 North 1950 West  
PO Box 144820  
Salt Lake City, UT 84114-4810  
Phone: (801) 536-4000; Fax: (801) 536-4099

Do not proceed with Work affecting air quality without an Air Quality Approval Order, a Notice of Intent To Approve letter, or a Temporary Approval Order for the Project, process, or equipment to be used.

#### **5C-6.2 Air Protection Control Plan**

Develop, implement, and maintain a Fugitive Dust Emission Control Plan in accordance with the Permit requirements set forth by DAQ.

### **5C-7 Wetlands, Water Resources and Stormwater**

#### **5C-7.1 Wetlands, Waters of the US, and Floodplains**

The Department has identified that the Project may impact potentially jurisdictional wetlands and the 100-year floodplain associated with Bingham Creek at the 9000 South interchange. The Department will obtain the Nationwide 3 Permit. Obtain other applicable permits including the Stream Alteration Permit and Flood Control Permit. Obtain approved Conditional Letters of Map Revision (CLOMR) and Letters of Map Revision (LOMR) as required by City and FEMA regulations; see Section 4-04 (Drainage). Comply with all conditions of the permits during construction and ensure the permits have been obtained prior to any construction activities.

#### **5C- 7.2 Stormwater and Ground water**

Following the Department's approval of each interchange's individual SWPPP, and prior to any construction activities, submit an individual Notice of Intent (NOI) for each interchange and comply with the UPDES Construction General Permit.

Prior to discharge of groundwater, obtain a UPDES Construction Dewatering Permit.

#### **5C-7.3 USBOR Aqueduct**

Follow all conditions specified in the Project Agreements in Part 6 (Third-Party Agreements) with the Bureau of Reclamation and Jordan Valley Water Conservancy District.

### **5C-8 Noise**

Control construction noise and vibration in accordance with Standard Specification 01355. Comply with applicable state and local municipal ordinances. The Department will obtain a noise permit and a variance to the Noise Ordinance for night work for Work within the limits shown in the ROW drawings in Part 7 (Contract Drawings). Design-Builder is responsible to obtain a noise permit for all night time work outside of the Construction Limits shown in the ROW drawings in Part 7 (Contract Drawings) and must be secured 10 days prior to the work occurring or late fees will be assessed. The following activities will not be allowed from 10:00 PM to 6:00 AM: concrete saw cutting, breaking of concrete, pavement grinding in outside lanes, pile driving & jackhammering. There is no guarantee that a variance will be issued. Provide five Calendar Days notice before starting night work. Provide lighting for inspection and construction operations.

borrow must be free of petroleum products, construction waste, and other contaminants, including large rocks greater than 3 inches in diameter. Place topsoil and roadside seed in accordance with this section and Department Standard Specifications.

- C. 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.
- D. 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.
- E. Northside of 11400 South between 4000 West and Bangerter Highway (from back edge of new curb to the noise wall. 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.
- E.F. 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

- B. Left hand exits or entrances are not allowed.
- C. Provide parallel-type entrance ramps. Place the noise wall and grade to accommodate dual-lane off-ramps. Construct all other items of Work associated with the off ramps in a single-lane off-ramp configuration.
- D. For on-ramps, provide acceleration lengths from the ramp meter stop bar.
- E. For off-ramps, provide the deceleration lengths to the back of the ramp terminal intersection storage lengths in accordance with the PDC.
- F. Provide ramp meter storage as shown in Table 15C-1.
- G. Provide a minimum separation width of 10 feet between opposing left turning lanes.
- H. Stop Bars for all movements will not be staggered.
- I. Provide a maximum 2:1 (larger radius: small radius) compound ratio between the radii of the two curves on each ramp. Place the larger radius first in the direction of travel for on-ramps and the smaller radius first in the direction of travel for the off ramps.
- J. Provide a southbound auxiliary lane between 7800 South and 7000 South.

#### 15C-4 Horizontal and Superelevation Design

Provide horizontal curves for all horizontal alignment deflection angles greater than 0.5 degrees (30 minutes). Provide a minimum of 800 feet tangent between deflection angles.

#### 15C-5 Vertical Design

Use a minimum vertical curve length in accordance with AASHTO design speed k values. Pavement transitions are subject to vertical design requirements. The minimum vertical curve length is 500 feet for mainlines, 200 feet for ramp bodies and State facilities, and 100 feet for ramp terminals. For all other non-State facilities, the minimum vertical curve length shall be 100 feet.

A vertical curve is required for grade breaks with an algebraic difference greater than 0.2 percent on mainline and ramps, and 0.5 percent for all other facilities. Provide a minimum of 500 feet between grade breaks along mainline and ramps, and minimum of 200 feet between grade breaks on all other facilities. The free right turn movements at the SPUI's are excluded from minimum vertical curve lengths and minimum grade break differences.

Design the maximum final pavement elevation of Bangerter Highway, ramps, and cross streets to not exceed the following elevations within a 100 foot zone, 50 feet north and 50 feet south of the existing Rocky Mountain Power (RMP) overhead power lines that run parallel to 5400 South, 9000 South, and 11400 South, and cross Bangerter Highway within the Project limits.

- 5400 South 4584.00
- 9000 South ~~4529.00~~4629.00
- 11400 South 4663.50

#### 15C-6 Design Vehicle

For all turning movements along 5400 South, 7000 South, 9000 South, 11400 South, Bangerter Highway (SR-154) and ramps, comply with the following requirements:

existing barrier using required barrier transition element from 42 inch to 32 inch barrier. Remove existing median barrier from MP 11.8 to MP 12.6 and provide 42 inch cast-in-place constant-slope barrier. At MP 11.8 transition 42 inch barrier to 54 inch barrier. Connect new 42 inch barrier to existing 42 inch barrier at MP 12.6.

Provide 32-inch pre-cast concrete half barrier along the front face of the MSE walls or provide a 42-inch cast in place barrier at the edge of the pavement when the wall is inside the clear zone.

~~Provide 54 inch cast in place barrier (TL-5) around structural columns per Standard Drawing BA 1E for the Old Bingham Hwy, both UTA, and the canal structures north of 9000 South. See Appendix 2 for an approved deviation at this location removing the 4 foot separation requirement between the barrier and columns. For barriers adjacent to structures R-288, F-576, F-764 and C-785 see Part 4-17 (Structures) and Part 7 (Contract Drawings).~~

If existing barrier along structural columns is impacted or removed at all other locations, provide 54-inch minimum cast-in-place barrier around structural columns per Standard Drawing BA 1E. See Part 4-17 (Structures) for additional requirements.

### **15C-14 Curb, Curb & Gutter, and Median Curb**

In locations where barrier is not installed along the edge of Bangerter Highway (SR-154) and the ramps, provide concrete curb and gutter Type M1. Extend M1 curb and gutter until it ties back to existing curb and gutter along Bangerter Highway (SR-154). Extend M1 curb and gutter along ramps up to the curb returns at the ramp terminal. Provide Concrete M1 curb and gutter at the edge of pavement along 5400 South, 7000 South, 9000 South, and 11400 South between ramps unless the street is on the structure.

Provide concrete curb Type M2 at ramp terminals for splitter islands.

Provide concrete curb Type B5 in the median along 5400 South, 7000 South, 9000 South, and 11400 South until it ties back to existing curb.

Provide back-to-back B5 curb along left turn pockets.

Provide concrete curb and gutter Type B1 along 5400 South, 7000 South, 9000 South, and 11400 South from the outside of the ramp curb returns to existing curb and gutter.

Provide concrete curb and gutter that meets the governing City for any local street that needs to be reconstructed as part of this Project.

4105 West Build Alternative: Provide concrete curb Type B5 in the median along 5400 South between 4120 West and 3900 West. Remove raised median curbs on 4015 West from Sam's Boulevard to Point Lane.

### **15C-15 Sidewalk and Parkstrips**

Provide concrete sidewalk and/or parkstrips on any street that is being reconstructed as part of this project that currently has sidewalk and parkstrip that is being removed. Match existing widths for sidewalk and parkstrip. Replace in-kind aesthetic treatment in parkstrip areas.

Provide concrete sidewalk and a pedestrian crossing across the south side of the 7000 South interchange that ties into existing sidewalk on the east and west side. Provide width for a future sidewalk and pedestrian crossing on the north side of the 7000 South interchange between ramp intersections.

Provide pedestrian separation protection at 11400 South across the bridge as shown on Standard

## Appendix 2: PROJECT DESIGN EXCEPTIONS & DEVIATIONS

# Utah Department of Transportation

## Design Exception / Design Waiver from UDOT Standards

www.udot.utah.gov/go/designexceptionprocess

Type of Request: (select one or both)  Design Exception  Design Waiver

### Project Information:

Project No: S-0154(12)11 PIN: 12566  
 Location: Bangerter Hwy; 4 Locations; 9000 South  
 Concept: New Interchange on Existing Freeway

### Roadway Characteristics and Traffic Data:

Functional Class:	Urban Arterial	Pavement Type:	Rigid
Current Year:	2016 AADT = 50,000	Current % Trucks:	6 %
Projected:	10 Years AADT = 75,000	Projected % Trucks:	6 %
Projected:	25 Years AADT = 115,000	Projected % Trucks:	6 %
Terrain:	Rolling	Posted Speed:	60 mph
Project Design Life:	40 Years	Design Speed:	65 mph
Design Vehicle:	WB-67		

### Geometric Data:

Number of Lanes:	6	Clear Zone Distance:	30 ft.
Pavement Width:	125 ft.	ROW Width:	150 ft.
Shoulder Width:	12 ft.	Shoulder Type:	Paved

### Accident History as documented in the OSR:

	Actual Rate	Expected Rate	
Accident History	N/A	N/A	Accident History Years: 2012-2014
Severity	N/A	N/A	Date of OSR: 2/18/2016

### Remarks:

Accident data is not applicable due the at-grade intersection will be converted to grade separated interchange.

# Utah Department of Transportation Design Exception / Design Waiver from UDOT Standards

www.udot.utah.gov/go/designexceptionprocess

12566

S-0154(12)11

Bangerter Hwy; 4 Locations; 9000 South

## **Adjoining Section Geometry Compatibility:**

Direction: North Pavement Width: 49 Shoulder Width 0  
Shoulder Type: N/A (No Shoulder)  
Compatibility: Full Shoulder will be added within project limits

Direction: South Pavement Width: 49 Shoulder Width 0  
Shoulder Type: N/A (No Shoulder)  
Compatibility: Full Shoulder will be added within project limits

## **Programmed Future Improvements:**

None

---

## **Cost Data:**

Project Cost as Proposed: \$42,050,000.00

Additional Project Cost to Attain FHWA 13 Critical Elements (Design Exceptions): \$14,800,000.00

Additional Project Cost to Attain Other Standards (Design Waivers):

Project Cost Savings Identified Using Practical Design

(This amount may be part of or all of the above amounts for Design Exceptions and/or Waivers):

Attached Detailed Estimate:

## **Comments:**

The design exceptions for 90th South are all related to the Structures that cross over Bangerter Hwy and retaining walls located north of 90th South. The Project Cost shown is for 90th South only and does not include the cost for other 3 interchanges.

Remove 4 Bridges - \$80,000

Build 4 bridges - \$10,000,000

Remove existing wall - \$200,000

Install New Wall - \$2,600,000

Relocate JV Aqueduct - \$2,000,000

Total \$14,800,000

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# Utah Department of Transportation

## Design Exception / Design Waiver from UDOT Standards

www.udot.utah.gov/go/designexceptionprocess

12566

S-0154(12)11

Bangerter Hwy; 4 Locations; 9000 South

### Exceptions to FHWA's 13 Critical Elements:

- |                  |                            |                                   |                         |                         |
|------------------|----------------------------|-----------------------------------|-------------------------|-------------------------|
| 1. Design Speed  | 2. Lane Width              | 3. Shoulder Width                 | 4. Horizontal Alignment | 5. Vertical Alignment   |
| 6. Grades        | 7. Stopping-Sight Distance | 8. Cross Slopes                   | 9. Superelevation       | 10. Structural Capacity |
| 11. Bridge Width | 12. Vertical Clearance     | 13. Lateral Offset to Obstruction |                         |                         |
- (Notify FHWA on any changes on the NHS and STRAHNET routes. See detailed instructions for more information.)

Design Exception #1		Additional information in attached file: 12566_9000 South_Profiles 5 and 6		
Element:	Vertical Alignment	Existing	UDOT Standard	Proposed
Location:	SR-154 (Bangerter Hwy) SR-209 (9000 South) Between Old Bingham Hwy and 90th South	5%	5%	6%

Mitigation: 400 feet at 6%; Avoid Bridge Structures, Canal, UTA, Old Bingham Hwy.

Remarks: Currently, there is a 55-foot elevation difference along Bangerter Hwy between 90th South (higher) and the Old Bingham Hwy (lower). The current grade of Bangerter Hwy at this location is 5%. There are three bridges that cross over Bangerter Hwy in the vicinity of the Old Bingham Hwy, a canal bridge, two UTA bridges, and a bridge for the Old Bingham Hwy. If the standard 5% grade was used to set a new profile to go over 90th South; it would require to raise the profile of Bangerter Hwy under these structures that would require the full reconstruction of these bridges. If a 6% grade is used the geometry can be tied back in to existing Bangerter Hwy before these structures. Both Grades require 90th South to be lowered 1 to 2 feet. See Profile Figure.

# Utah Department of Transportation

## Design Exception / Design Waiver from UDOT Standards

www.udot.utah.gov/go/designexceptionprocess

12566                      S-0154(12)11                      Bangerter Hwy; 4 Locations; 9000 South

Design Exception #2		Additional information in attached file:		
Element:	Shoulder Width	Existing	UDOT Standard	Proposed
Location:	SR-154 (Bangerter Hwy) M.P. 11.70 to M.P. 11.75 under Old Bingham Hwy For Northbound only			
	Inside Shoulder Width	8'	12'	~5.5'
	Outside Shoulder Width	0'	12'	~4.5'

Mitigation: Add Object Marker sign on the end of the low clearance bent cap.

Remarks: The existing configuration of Bangerter Hwy under the Old Bingham Hwy structure consists of 3-12-foot lanes with an 8-foot inside shoulder and no outside shoulder. There are structural columns (bents) in the median and 20-foot high retaining wall on the outside.  
The proposed 90th South northbound on ramp will add a fourth lane (auxiliary lane) to the mainline that will extend up through the Old Bingham Hwy crossing. In order to accommodate this additional lane; it is proposed remove the existing curb & gutter and the concrete slope protection and widen the road by approx. 11 feet.  
This widening will provide 4 11-foot lanes, 5'+ inside shoulder, and 4'+ outside shoulder.

There is a bent cap, for the UTA bridge, in the median that is skewed and hangs over the barrier into inside shoulder by four inches. The clearance height to the bottom of the bent cap is 14.6 feet. This is 2 feet lower than the 16.5' minimum standard, however, since the overhang is 4 inches, it is not likely that a vehicle will get snagged by this without also impacting the median barrier.

This area is also a low point for storm water collection; additional inlets will be added to meet spread requirements.

There is existing pre-cast 32 inch concrete barrier in the median in front of the bridge columns; it will be replaced with 54 inch cast-in-place concrete barrier to meet TL-5 as part of the column protection requirement (STD DWG BA 1E). A deviation from the standard drawings will be obtained for the 4-foot separation requirement between the barrier and the bridge columns.

# Utah Department of Transportation

## Design Exception / Design Waiver from UDOT Standards

www.udot.utah.gov/go/designexceptionprocess

12566 S-0154(12)11 Bangerter Hwy; 4 Locations; 9000 South

Design Exception #3		Additional information in attached file:		
Element:	Lane Width	Existing	UDOT Standard	Proposed
Location:	SR-154 (Bangerter Hwy) M.P. 11.70 to M.P. 11.75 under Old Bingham Hwy	12	12	11

Mitigation:

Remarks: The existing configuration of Bangerter Hwy under the Old Bingham Hwy structure consists of 3-12-foot lanes with an 8-foot inside shoulder and no outside shoulder. There are structural columns (bents) in the median and 20-foot high retaining wall on the outside.  
The proposed 90th South northbound on ramp will add a fourth lane (auxiliary lane) to the mainline that will extend up through the Old Bingham Hwy crossing. In order to accommodate this additional lane; it is proposed remove the existing curb & gutter and the concrete slope protection and widen the road by approx. 11 feet.  
This widening will provide 4 11-foot lanes, 5'+ inside shoulder, and 4'+ outside shoulder.

There is a bent cap, for the UTA bridge, in the median that is skewed and hangs over the barrier into inside shoulder by four inches. The clearance height to the bottom of the bent cap is 14.6 feet. This is 2 feet lower than the 16.5' minimum standard, however, since the overhang is 4 inches, it is not likely that a vehicle will get snagged by this without also impacting the median barrier.

This area is also a low point for storm water collection; additional inlets will be added to meet spread requirements.

There is existing pre-cast 32 inch concrete barrier in the median in front of the bridge columns; it will be replaced with 54 inch cast-in-place concrete barrier to meet TL-5 as part of the column protection requirement (STD DWG BA 1E). A deviation from the standard drawings will be obtained for the 4-foot separation requirement between the barrier and the bridge columns.

Design Exception #4		Additional information in attached file:		
Element:	Vertical Alignment	Existing	UDOT Standard	Proposed
Location:	SR-154 (Bangerter Hwy) SR-209 (9000 South) Between Old Bingham Hwy and 90th South	K Value = 96	K Value = 157	K Value = 96

Mitigation: Add Lighting to sag curve area.

Remarks: The existing vertical sag curve under the Old Bingham Hwy structure only meets a 50 mph K value. The proposed construction for the interchange will tie in to Bangerter Hwy in this sag curve about 650 feet south of the low point in the sag curve. In order to change this curve to meet the current standard it would require the profile to be raised in this area and that would require the full reconstruction of the Old Bingham Hwy, the two UTA, and the canal bridges.

# Utah Department of Transportation

## Design Exception / Design Waiver from UDOT Standards

[www.udot.utah.gov/go/designexceptionprocess](http://www.udot.utah.gov/go/designexceptionprocess)

12566

S-0154(12)11

Bangerter Hwy; 4 Locations; 9000 South

### ***Waivers of Additional Design Criteria:***

- |                                     |   |                     |                                |                                 |
|-------------------------------------|---|---------------------|--------------------------------|---------------------------------|
| 1. Acceleration Lanes               | 2. Deceleration Lanes                                 | 3. Clear Zone       | 4. Intersection Sight Distance | 5. Ramp Terminal Sight Distance |
| 6. Shoulder/Travel Way (Gutter Pan) | 7. Gores  | 8. Ramp Terminals   | 9. On Ramp Design              | 10. Off Ramp Design             |
| 11. Curb Configuration              | 12. Guardrail Bridge Connection<br>(See next section) | 13. Traffic Control | 14. Rumble Strips              |                                 |

# Utah Department of Transportation

## Design Exception / Design Waiver from UDOT Standards

www.udot.utah.gov/go/designexceptionprocess

12566

S-0154(12)11

Bangerter Hwy; 4 Locations; 9000 South

### Waivers of Additional Design Criteria – Bridge Rail or Parapet:

Structure Number: \_\_\_\_\_ Sufficiency Rating: (from Structures Division) \_\_\_\_\_

Mainline or Overcrossing: \_\_\_\_\_

Location: \_\_\_\_\_

### Existing Systems:

	Bridge		Approach	
Rail Type*			<input type="radio"/> Guardrail	<input type="radio"/> Precast Barrier
Height				
Attached			<input type="radio"/> Yes	<input type="radio"/> No
Meets Standards	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
Total Width				
Lane Width				
Shoulder Width				
Condition				
3 Year Accidents	Actual Rate	Expected Rate	Actual Rate	Expected Rate

\*Attach Sketch of Rail Type

Remarks:

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# Utah Department of Transportation Design Exception / Design Waiver from UDOT Standards

www.udot.utah.gov/go/designexceptionprocess

12566

S-0154(12)11

Bangerter Hwy; 4 Locations; 9000 South

## Approval / Signatures:

Prepared and Submitted by: Justin A Beddoes



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Comments:

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10:21:42 -07'00'

Statewide Traffic and Safety Engineer

Comments:

*George Lukes*

George Lukes

cosign

Statewide Pre-construction Engineer

Comments:

Comments:

FHWA Approval\*

(\*If required per current Stewardship and Oversight Agreement)

Approval of Design Exceptions for all highway improvement projects on the NHS or Interstate System is considered to be a Federal Administrative Action as specified in 23 CFR 771.107, and as such must comply with the National Environmental Policy Act (NEPA). For Design Exceptions on a Federal-Aid project (or state funded project where a NEPA action was taken), the Design Exception is covered by the previous NEPA action. For Design Exceptions on projects where there has been no previous NEPA action FHWA intends to programmatically classify these actions as Categorical Exclusions (CE) pursuant to 23 CFR 771.117(a), provided there are no unusual circumstances (23 CFR 771.117(b)) or significant environmental impacts. Signature above by the Statewide Pre-construction Engineer confirms that NEPA has been completed for approved Design Exceptions.

abutments, except where riprap is required for hydraulic reasons. Make slope protection consistent with the aesthetics and landscaping concept submitted by the Design-Builder.

O. **Waterproofing Membrane:** Apply a waterproofing membrane to the top slab and side walls of all buried structures (concrete box culverts and three-sided structures). Place the waterproofing membrane the full length of the structure. Place 12 inches of free draining granular backfill full height of wall, adjacent to each wall, the full length of the structure. Provide a system to drain the backfill, such as a six-inch pipe, away from the structure.

P. **City and Road Name Signs**

1. Provide sign panels centered over travel lanes as described in Part 4-07 (Landscaping and Aesthetics) and Part 6 (Third-Party Agreements).

2. Typical Letter Details

a. Use 16 inch tall lettering using Calibri font.

b. Use ¼ inch thick steel plates for letters.

c. Bolt letters to sign panel with 3/8 inch diameter bolts. Use a 2-inch galvanized steel spacer between sign and letter, include lock washer and nut. Use a 7/16 inch diameter hole in lettering for bolting.

3. Sign Panel

a. Use a 2-foot tall by 3/16 inch thick steel sign panel.

b. Use galvanized steel spacers between sign panel and parapet. Provide a 1-inch gap between sign panel and outside face of parapet.

c. Center sign panel to align vertically with center of parapet form liner, or center of parapet if no form liner is used.

d. Space anchors at 4-foot max horizontally and 16-inches vertically. Center anchors between letters. Place the final row of anchors 6-inches from the end of the sign panel.

e. Center letters vertically on sign panel.

f. Provide 6-inch gap between letters. Provide a 2-foot gap between words. Extend sign panel 1 foot from the end of the lettering to the end of the sign panel.

g. Design anchorage per ACI 318. Limit anchor embedment to provide two inch minimum concrete cover from end of anchor to front face of parapet.

4. Paint letters and panel after fabrication per Section 09972. Paint letters to match girder color and sign panel to match parapet color. Paint bolt heads and any exposed surfaces of connection to match adjacent surface.

5. Provide working drawings, steel, bolts, nuts and washers per section 02893.

6. Provide final sign details including an elevation of the crossing structure specifying sign locations in each corresponding bridge plan set.

in the northwest corner of Bangerter Highway and 9000 South. Place the structure on temporary supports.

- G. Provide a detail sheet in the structure plans incorporating the aesthetics requirements.

**17B-9.3 9000 South**

- A. Existing wall R-261 West along Bangerter Highway

1. Remove and modify existing wall to meet Project requirements while protecting existing bridge structures north of 9000 South.
  - a. Provide cast-in-place coping along the top of the modified wall using the SDDM SD sheets.
  - b. Provide 2 inches of cover for existing reinforcing not covered by a coping.

- B. Existing wall R-260 East along Bangerter Highway

1. Any modification to the existing retaining wall requires Approval.
2. Protect the existing USBOR Aqueduct in place in accordance with Part 4-19 (Utilities)
- ~~3. Removal, replacement or modification to the existing barrier adjacent to structures R-288, F-576, F-764 and C-785 requires Approval.~~

- C. Bingham Creek Culvert Replacement

1. Do not increase load on the existing USBOR Aqueduct structure. See Part 4-04 (Drainage) for additional requirements.

- D. Structures R-288, F-576, F-764 and C-785.

1. Provide a 54 inch cast-in-place TL-5 barrier with a moment slab in the median on both sides of Bangerter Highway for Structures R-288, F-576, F-764 and C-785.
2. Locate the limits of the moment slab at existing PCCP joints.
3. Provide a minimum 2 inches of rigid plastic foam between the existing columns and back of barrier.
4. Design the barrier and moment slab for TL-5 loadings per AASHTO LRFD Bridge Design Specifications.
5. See Part 4-15 (Roadways) for additional requirements and Part 7 (Contract Documents) for limits of barrier and moment slab.
6. If above items 1 through 5 cannot be met, retrofit the bridge columns to meet design vehicle collision force of 400 kip.

**17B-9.4 11400 South**

- A. 11400 South Structure

1. Signal foundation must be isolated and independent of bridge elements.
2. Detail, design and phase construction of 11400 South structure to address temperature, shrinkage and creep effects in the bridge deck and approach slab.

# 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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**CONTRACT DOCUMENTS**

**PART 5:**

**SPECIAL PROVISIONS AND EXCEPTIONS**

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Addendum ~~6-7~~ – November ~~317~~, 2016

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## 1.2 RELATED SECTIONS

- A. Section ~~02570S02612S~~: Steel Pipe
- B. Section ~~0257802641S~~: Flexible Internal Joint Repair
- C. Section ~~0994002621S~~: Pipeline Coating and Lining

## 1.3 REFERENCES

- A. Engineering and O&M Guidelines for Crossings – Bureau of Reclamation Water Conveyance Facilities, April 2008
- B. Exhibit A Encroachment Guidelines for Jordan Aqueduct, Reach 1, 2, 3, & 4 – Protection Criteria
- C. Standard Form 299 – Application for Transportation and Utility Systems and Facilities on Federal Lands
- D. Easement Encroachment Application for Jordan Aqueduct Right-of-Way
- E. 29 CFR 1926: OSHA Safety and Health Regulations for Construction

## 1.4 DEFINITIONS            Not Used

## 1.5 SUBMITTALS

- A. Submit a detailed protection and monitoring plan, including working drawings which identify the specific equipment, equipment specifications, drum weights, axle weights, calculations of live and dead loads, and construction procedures including excavation and haul off, placement of materials, and compaction methods that will be used for all phases of the construction that occur within the BOR right-of-way.
- B. Submit a detailed geotechnical report to show anticipated settlement along the centerline of the Jordan Aqueduct caused by construction of adjacent highway structures and embankment fills. Reference Section 3.5 – Special Protections for Potential Ground Settlement for requirements.
- C. Provide training to drivers, equipment operators, subcontractors and employees regarding the requirements of the approved protection and monitoring plan. Provide all individuals with a hard hat sticker to indicate successful completion of training prior to beginning work.
- D. Upon completion of construction, provide both the District and BOR with one hard copy and one electronic copy of as-built drawings showing actual improvements in, on, or along the rights-of-way. Drawing format shall meet BOR record drawing requirements. Contact the BOR Provo Area Office for detailed requirements.

2. Once the application has been accepted by the District, a preliminary review process begins and redlines and comments are returned to the applicant prior to formal submittal to Reclamation. The District requires up to two (2) weeks per revision for review and processing of encroachment requests.
3. Applicant resubmits with updated plan & profiles that either incorporate ALL of the comments for revision of design or the applicant can request a variance to the criteria to be further reviewed.
4. The District will then either proceed with permitting through Reclamation or continue with further review and comment, in which case steps c & d are repeated.
5. Both forms must be approved in writing prior to construction being authorized within the Jordan Aqueduct easement.

### 3.2 CONSTRUCTION WITHIN THE BOR JORDAN AQUEDUCT RIGHTS-OF-WAY

- A. All new construction shall meet requirements of the Encroachment Guidelines for Jordan Aqueduct, Reach 1, 2, 3, and 4, included at the end of this Section for reference.
- B. All new construction and utility crossings shall meet requirements of the Engineering and O&M Guidelines for Crossings by the U.S. Department of the Interior Bureau of Reclamation, included at the end of this Section for reference.
- C. All requests for encroachments on Reclamation land, facility, or water body must obtain a written land use authorization from JVWCD and BOR.
- D. Surface structures that will generally be allowed to be constructed within the BOR rights-of-way include standard UDOT concrete pavement section, asphalt pavement, non-reinforced parking areas, curbs, gutters, sidewalks, walkways and driveways, and removable barriers. **However, it is understood that all surface structures shall be analyzed and considered on an individual basis.**
- E. Structures that may not be constructed in, on, or along the BOR rights-of-way include but are not limited to permanent structures such as retaining walls, street light standards, supports for large signs, power or communication poles, buildings, permanent foundations, permanent traffic barriers, cement or rock walls, sound walls, and longitudinal fences.
- F. Parallel utilities are not permitted within the BOR rights-of-way.
- G. Trees or vines are not permitted within the BOR rights-of-way.
- H. Storage of hazardous materials is not permitted within the BOR rights-of-way.
- I. All temporary and permanent changes in ground surfaces within the BOR rights-of-way are considered to be encroaching structures and must be handled as such.

**Table 3**  
**Jordan Aqueduct Reach 3 at 5400 South**  
**66-Inch Reinforced Concrete Cylinder Pipe Classifications**

Location – Segment <sup>(1)</sup>	Begin Aqueduct Stationing	End Aqueduct Stationing	Approximate Distance from Intersection (ft)	Pipe Class	Max Cover (ft)
South Segment 3	1226+50	1235+60	1450 – 2300	C	15
South Segment 2	1235+60 1221+50	1248+00	150 – 2637 2650	AB	10
South Segment 1	1248+00	1248+90	0 – 150	C	15
5400 South Intersection (Aqueduct in Casing from Station 1248+90 to 1250+05)					
North Segment 1	1250+05	1250+15	0 – 10	C	15
Newly Relocated Segment <sup>(2)</sup>	1250+15 BK	1265+44 AH	15 – 1670	NA	25
North Segment 2	1265+44	1274+00	1670 – 2450	B	10

Notes:

1. Segments are numbered from 1 through X starting from the centerline of the intersection and continuing for a distance beyond 2,000 feet north or south to cover the intended interchange project. Consult BOR record drawings for additional information if required.
  2. This segment of the Jordan Aqueduct was relocated to the west side of the highway in 2016. Refer to plans for the Bangor Hwy. @5400 S. Aqueduct Relocation.
- G. All backfill material within the BOR rights-of-way shall be compacted to a minimum of 95-percent maximum density specified by ASTM Part 19, D-698, method A; unless otherwise shown.
- H. Backfilling of any excavation or around any structure within the BOR rights-of-way shall be compacted in layers not exceeding 6-inches thick if hand compacted or 8-inches thick if power compacted to the following requirements: (1) cohesive soils to 95 percent maximum density specified by ASTM Part 19, D-698, method A; or (2) noncohesive soils to 95 percent relative compaction specified by ASTM D 7382-08.
- I. Maintain existing ground cover over the aqueduct unless special exceptions are approved which allow for modifications during construction.
- J. Do not place fill or temporarily stockpile construction materials in the Load Restricted Area within 12-feet of the centerline of the aqueduct.

**3.4 SPECIAL PROTECTIONS FOR TEMPORARY LOW COVER CONDITIONS**

- A. Special protections are required during conditions when temporary low cover is present over the Jordan Aqueduct, such as when replacement of the existing roadway requires the pavement section and subgrade to be removed and replaced for development of the new roadway section over the aqueduct.

- B. Temporary low cover conditions are present any time that the depth of soil over the aqueduct is less than the allowable 3-foot minimum.
- C. Coordinate planned subgrade elevations with Jordan Aqueduct pothole depths. Submit cross sections in low cover areas illustrating the identified depth of cover and proposed subgrade elevation at 25-foot intervals.
- D. Excavation over the aqueduct shall take place from the adjacent existing pavement to allow removal of excavated material while maintaining minimum cover between the top of aqueduct and construction equipment.
- E. For placement of granular borrow materials, utilize the adjacent existing pavement for material delivery and place import material using one of the following methods:
  - 1. Side dump trucks, placing material directly on grade.
  - 2. Belly dump trucks, placing material on the existing pavement and blading off of pavement onto grade.
- F. Backfill within 18-inches of the aqueduct shall be compacted using light, hand operated compactors and rollers. Mechanical compaction shall not be allowed within 6-inches of the aqueduct.
- G. Once a working platform has been established, a low ground pressure Dozer/Grader (less than 7 psi) shall be used to spread material across the sub grade while maintaining a minimum of 18 inches of cover over the aqueduct.
- H. Utilize static rolling compaction methods with light weight equipment (less than 8,000 lbs) within the low cover zone between 18-inches and 36-inches. Vibratory compaction shall not be used within the Load Restricted Area when cover over the existing Jordan Aqueduct is less than 36-inches.

### 3.5 SPECIAL PROTECTIONS FOR POTENTIAL GROUND SETTLEMENT

A. Definitions:

- a. Differential Settlement: Difference in ground settlement that is observed along the centerline of the aqueduct over a specified length at any given location within the construction zone.
- b. Total Settlement: Total measured ground settlement that is observed along the centerline of the aqueduct within the limits of the construction zone.
- c. Zero Settlement: Defined to the hundredth of an inch as 0.00-inches. Calculations showing that settlement is rounding to less than this limit, or not exceeding 0.004-inch, will meet this requirement.

A.B. All necessary precautions should be taken to prevent ground settlement from occurring which could be damaging to the existing Jordan Aqueduct.

- ~~B-C.~~ **Zero (0.00-inches) differential ground settlement within a distance of 100-feet measured along the centerline of the aqueduct** will be permitted ~~along the centerline of the existing Jordan Aqueduct~~ where internal joint seal protections are not installed in advance of construction.
- ~~D.~~ In the event that highway design cannot demonstrate zero (0.00-inches) differential settlement along the Jordan Aqueduct where joint seals are not in place (through the use of light weight fills or other means) as documented in a geotechnical report, special internal joint seals must be installed in advance of construction. Refer to Special Provision 02578S – Flexible Internal Joint Repair. Note special schedule constraints are associated with shutdown of the aqueduct.
- ~~E.~~ **A maximum of 0.75-inch of total settlement and 0.10-inch of differential settlement within a distance of 100-feet measured along the centerline of the aqueduct will be permitted where internal joint seals have been installed in advance of construction (includes newly relocated segment of aqueduct north of 5400 South).**
- ~~G-F.~~ In anticipation of the close proximity of highway fills adjacent to the Jordan Aqueduct at 7000 South and 5400 South, internal joint seals were installed in advance of this project by UDOT (fall 2016). Joint seals were not installed at 9000 South due to the larger separation distance that is available at this location between the aqueduct and anticipated highway fills. **It is the contractor's responsibility to achieve zero (0.00-inches) of ground differential settlement within 100-feet measured along the centerline of the aqueduct at 9000 South.**
- ~~D-G.~~ Note that internal joint seals are installed as a preventative measure only. The temporary seals provide flexibility at the joint to help prevent leakage and failure of the aqueduct in the event of settlement during construction. They do not prevent damage to the aqueduct caused by settlement from occurring.
- ~~E-H.~~ Contractor shall be responsible for all damages to the aqueduct as a result of highway construction, regardless of whether internal joint seals are installed prior to construction.

### 3.5.1 Status of Internal Joint Protections

1. **9000 South Interchange – No internal joint protections in place.** Internal joint seal protections have not been installed in this location. Highway design shall achieve (0.00-inch) settlement along the centerline of the Jordan Aqueduct as documented in a geotechnical report stamped by a registered Professional Engineer in the State of Utah. If design does not meet this requirement, internal joint seal protections will be required to be installed at Contractor's expense in advance of construction. Note that special schedule constraints are associated with shutdown of the Jordan Aqueduct.
2. **7000 South Interchange – Internal joint protections in place.** Internal joint seals were installed by UDOT in 2016 covering an approximate

distance of 1,300-feet ~~south-north~~ (aqueduct station 1128+60) to 1,110-foot south (aqueduct station 1152+60) of the intersection. Protect aqueduct in place in accordance with the requirements of this Section. Refer to Bangerter Hwy @ 5400 S. Aqueduct Relocation plans.

3. **5400 South Interchange – Internal joint protections in place.** Internal joint seals were installed by UDOT in 2016 covering an approximate distance of 1,050-feet south of the intersection (aqueduct station 1235+65 to 1246+00). A segment of aqueduct on the north side of 5400 South was relocated by UDOT in 2016. Internal joint seals are not required along this newly installed segment. Protect the aqueduct in place in accordance with the requirements of this Section. Refer to Bangerter Hwy @ 5400 S. Aqueduct Relocation plans.

### **3.6 SPECIAL PROTECTIONS FOR VIBRATION CONTROL DURING CONSTRUCTION**

- A. Meet all requirements of Section 02498S – Vibration Control During Construction Related Activities for the Jordan Aqueduct.
- B. Do not exceed the following special vibration limits for the Jordan Aqueduct:
  - a. 0.1 in/sec for both steady state and impact vibrations along the centerline of the aqueduct where internal joint seals are not in place prior to construction.
  - b. 0.25 in/sec for steady state vibrations along the centerline of the aqueduct where internal joint seals are in place (includes newly relocated segment north of 5400 South)
  - c. 0.5 in/sec for impact vibrations along the centerline of the aqueduct where internal joint seals are in place (includes newly relocated segment north of 5400 South).
- C. For purposes of these special aqueduct vibration limits, steady state vibrations will be considered as all continuous and frequent intermittent sources including impact pile drivers, pogo stick compactors, vibratory pile drivers, and vibration compaction equipment.
- D. For purposes of these special aqueduct vibration limits, impact vibrations will be considered as all transient sources which create a single isolated event such as blasting or other non-recurring heavy drop impact.

END OF SECTION

## 1.4 DEFINITIONS

- A. Microsynthetic Fiber – Synthetic fibers with diameters or equivalent diameters less than 0.012 inch.
- B. Macrosynthetic Fiber – Synthetic fibers with diameters or equivalent diameters greater than 0.012 inch.
- C. Monofilament- Single filament fiber, typically cylindrical in cross-section.

## 1.5 SUBMITTALS

- A. Mix design for Class AA(AELS) concrete for approval.
  - 1. Provide, as a key component to the mix design, a well graded combined aggregate structure.
  - 2. Submit a combined gradation for the mix design. Provide targets for each required sieve ( $3/4"$ ,  $1/2"$ ,  $3/8"$ , #4, #8, #16, #30, #50, #100, #200), for the purpose of production control and acceptance.
  - 3. Perform the trial batch using full production operations.
    - a. Use the same components in the trial batches that will be used in the project. Accelerators and site-added air-entrainment can be incorporated in the trial batch but are not required. The Contractor assumes responsibility for the compatibility of all admixtures with the mix design and their potential effects on concrete properties.
    - b. Personnel performing and witnessing trial batches and performing compressive and flexural strength testing must be Department TTQP Concrete and Concrete Strength Testing qualified.
    - c. The Department or its representative is to witness the trial batch.
    - d. Compressive and flexural strength testing for verification of trial batches will be performed by an AASHTO accredited laboratory, approved through the Department Laboratory Qualification Program.
- C. Test results establishing a density (unit weight) target of freshly mixed concrete according to AASHTO T 121.
- D. Test results verifying the coarse and fine aggregate used according to this Section, article 2.1, paragraph D.
- E. Test results for any proposed mix design for potential reactivity of coarse and fine aggregates according to the requirements of the UDOT Quality Management Plan for Ready-Mix Concrete.

- a. Use fine aggregate that meets AASHTO M 6 physical properties.
  - b. Do not exceed percentages of deleterious substances as specified in AASHTO M 6, Table 2, for class A aggregates, using option "b" for material finer than the No. 200 sieve.
  3. Provide a well graded combined gradation.
- E. Water
1. Use potable water or water that meets ASTM C 1602, including Table 2.
- F. Admixtures
1. Do not use calcium chloride.
  2. Air Entrainment according to AASHTO M 154, including Section 5.
  3. Water Reducing Agents
    - a. Refer to AASHTO M 194.
    - b. High Range Water Reducer (HRWR) – Submit a written plan for approval with the trial batch that shows proper attention will be given to ingredients, production methods, handling, and placing.
  4. Accelerators – Refer to AASHTO M 194.
  5. Set Retarding Admixtures – Refer to AASHTO M 194.
    - a. Establish the effective life of the set-retarding admixture by trial batch if set retarding admixtures are required due to haul times exceeding the time limitations in Section 03055.
    - b. Do not exceed any manufacturer recommendations for the use of the set retarding admixture.
    - c. Do not re-dose the concrete with additional set retarding admixture.
    - d. Add set retarding admixture at the batch plant at the time of initial batching operations.
    - e. Show on batch tickets the amount of admixture used.
    - f. Time of placement is established by the trial batch and supersedes the requirements in Section 03055 .
  6. Site-added air-entrainment – Refer to AASHTO M 154.
    - a. Limit the use of site-added air-entraining agents to one addition per load, regardless of quantity.
    - b. Use pre-measured admixtures.
    - c. Record amount used on batch ticket.
    - d. Rotate the drum at least 30 revolutions at the mixing speed recommended by the supplier.
    - e. Retest fresh concrete density (unit weight). Refer to this Section, article 1.6, paragraph A.

# 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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## CONTRACT DOCUMENTS

### PART 6:

## THIRD-PARTY AGREEMENTS

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Addendum 6-7 - November 317, 2016

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18. Welby Jacobs Canal (Revised Draft)
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20. Zayo Group, LLC Master Utility Agreement (Executed)



Project No. S-0154(12)11, Salt Lake County  
 4 Interchanges on Bangerter Highway  
**FIRST DIGITAL TELECOM**  
 Charge ID No. 71939 PIN 12566

26092

## FIRST DIGITAL TELECOM MASTER UTILITY AGREEMENT

**THIS MASTER UTILITY AGREEMENT**, made and entered into this 7 day of Oct, 2016, by and between the **Utah Department of Transportation**, ("UDOT") and **First Digital Telecom**, a Company 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 except cable/pedestal procurement, pulling, and splicing necessitated by the Project; and

**WHEREAS**, the Company will perform the necessary review and approval for the design and construction of its Utility Work, provide cable/pedestal procurement, pulling, splicing, and construction inspection to accommodate the Project Utility Work; 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. INFORMATION

UDOT's Project Representative is Alana Spendlove, UDOT Project Utility and Railroad Leader, telephone number (801) 887-3462, and e-mail [aspendlove@utah.gov](mailto:aspendlove@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](mailto: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](mailto: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 Ryan Finch, telephone number (801) 636-5350, and e-mail [rfinch@firstdigital.com](mailto:rfinch@firstdigital.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 April 26, 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:

1. Company splicing hours are from 12:00 p.m. to 5:00 a.m.
2. Provide minimum 12 inch separation of conduit from power in joint trench.
3. Include #14 gauge tracer wires in all conduits.
4. The Company will require a 2 week review and approval period for proposed designs, estimate review, and internal approvals after design plans and estimates are delivered to the Company.

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

UDOT shall perform the necessary design work, cost estimating, field and office engineering, furnish all materials except cables and pedestals, and perform the Utility Work except pulling and splicing, necessitated by the Project.

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.

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 PDF format, upon completion of any required 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 cables, pedestals, pulling, and splicing necessary to accommodate the Utility Work of its facilities on the Project. The Company requires 2 weeks' 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 "A" 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. UDOT will review and approve the supplemental agreement and will issue an authorization to proceed to the Company for each specific Utility Work location.

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

UDOT will notify the Company at least 2 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 Project Representative 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 for.

#### **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 Project Representative 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 Project Representative 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 Project Representative 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**

The Company 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 and 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 force account 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.

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Project No. S-0154(12)11, Salt Lake County  
4 Interchanges on Bangerter Highway  
**FIRST DIGITAL TELECOM**  
Charge ID No. 71939 PIN 12566

**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.

First Digital Telecom

Wesley M. Dargatzis

Title: President

Date: 7/21/16

Recommended For Approval:

Utah Department of Transportation

Alanna Spindlow

Title: Utility and Railroad Leader

Date: 10/13/16

Marcus Park

Title: Project Director

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

Approved as to Form

UDOT Comptroller Office Contract Administrator

Nene Spruill

Title: Assistant Attorney General

Date: 10/20/2016

Cherise Young

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

Date: 10-20-16



**FIRST DIGITAL TELECOM  
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 **First Digital Telecom**, a Company 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:

<b>TOTAL ESTIMATED COST OF SUPPLEMENTAL AGREEMENT _____</b>	<b>\$0.00</b>
TOTAL ESTIMATED COST OF COMPANY PERFORMED UTILITY WORK	\$0.00
TOTAL ESTIMATED COST OF UDOT PERFORMED UTILITY WORK	\$0.00
<b>COMBINED TOTAL ESTIMATED COST OF UTILITY WORK</b>	<b>\$0.00</b>
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, Ryan Finch, Telephone No. (801)636-5350, email rfinch@firstdigital.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.



Project No. S-0154(12)11, Salt Lake County  
4 Interchanges on Bangerter Highway  
**FIRST DIGITAL TELECOM**  
Charge ID No. 71939 PIN 12566  
EXHIBIT A – SAMPLE EASEMENT

**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.

First Digital Telecom

\_\_\_\_\_

**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

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**CONTRACT DOCUMENTS**

**PART 7:**

**CONTRACT DRAWINGS**

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# 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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  - 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
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  - d) Final SES Bangerter Hwy & 11400 South
  - e) USBOR Aqueduct Environmental Assessment (EA) Draft
  - f) Section 404 Permit 9000 South
6. **Municipal & County Standards**
  - a) Salt Lake County Standards
  - b) South Jordan City Standards
  - c) South Valley Sewer District Standards
  - 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
  - c) South Jordan City Bangerter Hwy. and 11400 South Supporting Drainage Information
  - d) South Jordan City Bangerter Hwy. and 11400 South Supplemental Offsite Supporting Drainage Information
9. **As-Builts**

- a) Bangerter Hwy (SR-154) at 6200, 7000 & 7800 South DB
- b) Bangerter Hwy (SR-154) at 4700 & 5400 South (SR-173) Flex Lanes CFI
- c) 5400 South (SR-173) from Bangerter Hwy (SR-154) to 4800 West
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**10. Moved to Part 6**

**11. Draft Aesthetics Plan**

- a) Bangerter Highway Aesthetics Treatment
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**12. Right-of-Way Plans**

**13. Utility General Estimated Costs**

- a) Estimated Costs for AT&T
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**14. Miscellaneous Agreements**

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**17. Splice Details**

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**18. West Jordan City Council Presentation 9/7/16 – 7000 South Closure Request**

**19. Bureau of Reclamation Stamped Drawings**

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**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**

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