

PROFESSIONAL SERVICES AGREEMENT

UTA CONTRACT #21-03502BM Mid-Valley Bus Rapid Transit Design

This Professional Services Agreement is entered into and made effective as of the date of last signature below (the “Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and JACOBS ENGINEERING GROUP, INC., a State of Delaware Corporation (“Consultant”).

RECITALS

WHEREAS, UTA desires to hire professional services for completion of Mid-Valley Bus Rapid Transit (BRT) Design; and

WHEREAS, Consultant qualified as a sole source provider for this project because it had partially completed the Mid-Valley BRT design under as former contract with Taylorsville City; and

WHEREAS, On September 13, 2021 , UTA issued a notice of intent to make a sole source award to Consultant which invited interested parties to submit proposals to perform the services described in the notice; and

WHEREAS, There being no firms that objected to the proposed sole source award or expressed an intent to provide a proposal for design completion, UTA selected Consultant as the preferred entity with whom to negotiate a contract to perform the Work; and

WHEREAS, Consultant is qualified and willing to perform the Work as set forth in the Scope of Services.

AGREEMENT

NOW, THEREFORE, in accordance with the foregoing Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived here from, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. SERVICES TO BE PROVIDED

- a. Consultant shall perform all Work as set forth in the Scope of Services (Exhibit A) . Except for items (if any) which this Contract specifically states will be UTA-provided, Consultant shall furnish all the labor, material and incidentals necessary for the Work.
- b. Consultant shall perform all Work under this Contract in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.
- c. All Work shall conform to generally accepted standards in the transit industry. Consultant shall perform all Work in compliance with applicable laws, regulations, rules,

- d. ordinances, permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection.
- e. Consultant shall furnish only qualified personnel and materials necessary for the performance of the Work.
- f. When performing Work on UTA property, Consultant shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.

2. MANAGEMENT OF WORK

- a. Consultant's Project Manager will be the day-to-day contact person for Consultant and will be responsible for all Work, as well as the coordination of such Work with UTA.
- b. UTA's Project Manager will be the day-to-day contact person for UTA, and shall act as the liaison between UTA and Consultant with respect to the Work. UTA's Project Manager shall also coordinate any design reviews, approvals or other direction required from UTA with respect to the Work.

3. PROGRESS OF WORK

- a. Consultant shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and mutually agreed upon completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.
 - b. Consultant shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.
 - c. Consultant shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.
 - d. Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA, and shall not relieve Consultant of its responsibility to comply with the Contract requirements.
 - e. UTA will have the right to inspect, monitor and review any Work performed by Consultant hereunder as deemed necessary by UTA to verify that such Work conforms to the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA, and shall not relieve Consultant of its responsibility to comply with the Contract requirements.
 - f. UTA shall have the right to reject Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, Consultant shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to conform to the Contract requirements.
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- g. If Consultant fails to promptly remedy rejected Work as provided in Section 4.6, UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other contractors or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Consultant.

4. **PERIOD OF PERFORMANCE**

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect until all Work is completed in accordance with this Contract, as reasonably determined by UTA. Consultant shall complete all Work no later than December 31, 2022. This mutually agreed upon completion date may be extended if Consultant and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

5. **COMPENSATION**

- a. For the performance of the Work, UTA shall pay Consultant in accordance with the payments provisions described in Exhibit B. Payments shall be made in accordance with the milestones or other payment provisions detailed in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be made upon completion of all Work and final acceptance thereof by UTA.
- b. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a cost-reimbursement basis, such costs shall only be reimbursable to the extent allowed under 2 CFR Part 200 Subpart E. Compliance with federal cost principles shall apply regardless of funding source for this Contract.
- c. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a time and materials or labor hour basis, then Consultant must refer to the not-to-exceed amount, maximum Contract amount, Contract budget amount or similar designation (any of these generically referred to as the "Not to Exceed Amount") specified in Exhibit B (as applicable). Unless and until UTA has notified Consultant by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Consultant shall not be obligated to perform services or incur costs which would cause its total compensation under this Contract to exceed the Not to Exceed Amount; and (ii) UTA shall not be obligated to make payments which would cause the total compensation paid to Consultant to exceed the Not to Exceed Amount.
- d. UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Contract; (ii) invoiced items that are not payable under this Contract; or (iii) amounts Consultant owes to UTA under this Contract.

6. **INCORPORATED DOCUMENTS**

- a. The following documents hereinafter listed in chronological order, with most recent
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document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:

1. The terms and conditions of this Professional Services Supply Agreement (including any exhibits and attachments hereto).
2. UTA's SOLE SOURCE including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Professional Services;
3. Contractor's Proposal including, without limitation, all federal certifications (as applicable);

b. The above-referenced documents are made as fully a part of the Contract as if hereto

7. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

1. UTA Contract including all attachments
2. UTA Terms and Conditions
3. UTA Solicitation Terms
4. Contractor's Bid or Proposal including proposed terms or conditions

Any consultant proposed term or condition which is in conflict with a UTA contract or solicitation term or condition will be deemed null and void.

8. **CHANGES**

a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:

1. In the Scope of Services;
2. In the method or manner of performance of the Work; or
3. In the schedule or completion dates applicable to the Work.

To the extent that any change in Work directed by UTA causes an actual and demonstrable impact to: (i) Consultant's cost of performing the work; or (ii) the time required for the Work, then (in either case) the Change Order shall include an equitable adjustment to this Contract to make Consultant whole with respect to the impacts of such change.

b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant

shall not be entitled to rely on any other manner or method of direction.

- c. Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of “constructive” changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for “constructive” changes in Work, Consultant must give UTA’s Project Manager or designee written notice stating:
 - A. The date, circumstances, and source of the change; and
 - B. That Consultant regards the identified item as a change in Work giving rise to an adjustment in this Contract.

Consultant must provide notice of a “constructive” change and assert its right to an equitable adjustment under this Section within ten (10) days after Consultant becomes aware (or reasonably should have become aware) of the facts and circumstances giving rise to the “constructive” change. Consultant’s failure to provide timely written notice as provided above shall constitute a waiver of Consultant’s rights with respect to such claim.

- d. As soon as practicable, but in no event longer than 30 days after providing notice, Consultant must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Consultant’s entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 21 of this Contract.

9. INVOICING PROCEDURES

- a. Consultant shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services. Consultant shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Consultant shall include the following information on each invoice:
 - i. Consultant Name
 - ii. Unique Invoice Number
 - iii. PO Number
 - iv. Invoice Date
 - v. Detailed Description of Charges
 - vi. Total Dollar Amount Due
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Consultant under the Contract. Payment for all invoice amounts

not specifically disapproved or offset by UTA shall be provided to Consultant within thirty (30) calendar days of invoice submittal.

10. **OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT**

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Consultant and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Professional Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Consultant, Consultant hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's contractors, agent, officers, directors, employees, joint owners, affiliates and consultants.

11. **USE OF SUBCONTRACTORS**

- a. Consultant shall give advance written notification to UTA of any proposed subcontract (not indicated in Consultant's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subcontractors, such approval not to be withheld unreasonably.
- b. No subsequent change, removal or substitution shall be made with respect to any such subconsultant without the prior written approval of UTA.
- c. Consultant shall be solely responsible for making payments to subcontractors, and such payments shall be made within thirty (30) days after Consultant receives corresponding payments from UTA.
- d. Consultant shall be responsible for and direct all Work performed by subcontractors.
- e. Consultant agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Consultant further agrees that all subcontracts shall comply with all applicable laws.

12. **KEY PERSONNEL**

Consultant shall provide the key personnel as indicated in Consultant's Proposal (or other applicable provisions of this Contract), and shall not change any of said key personnel without the express written consent of UTA.

13. **SUSPENSION OF WORK**

- a. UTA may, at any time, by written order to Consultant, require Consultant to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to
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this Article. Upon receipt of such an order, Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.

- b. If a Suspension of Work Order issued under this Article is canceled, Consultant shall resume Work as mutually agreed to in writing by the parties hereto.
- c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.
- d. If the Suspension of Work causes an increase in Consultant's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Consultant for the additional costs or time, and modify this Contract by Change Order.

14. **TERMINATION**

a. **FOR CONVENIENCE:**

UTA shall have the right to terminate the Contract at any time by providing written notice to Consultant. If the Contract is terminated for convenience, UTA shall pay Consultant: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subconsultant termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Consultant shall promptly submit a termination claim to UTA. If Consultant has any property in its possession belonging to UTA, Consultant will account for the same, and dispose of it in the manner UTA directs.

b. **FOR DEFAULT:**

If Consultant(a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Consultant seven (7) days written notice to cure such default:

1. Terminate the Contract (in whole or in part) for default and obtain the Professional Services using other contractors or UTA's own forces, in which event Consultant shall be liable for all incremental costs so incurred by UTA;
2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
3. Except to the extent limited by the Contract, pursue other remedies available

CONTRACTOR'S POST TERMINATION OBLIGATIONS:

at law

Upon receipt of a termination notice as provided above, Consultant shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Consultant shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Contractor's final invoice, and shall invoice Consultant for any additional amounts payable by Consultant (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Consultant shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Professional Services furnished by Consultant prior to termination.

15. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

Consultant shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of this Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Consultant shall also retain other books and records related to the performance, quality or management of this Contract and/or Consultant's compliance with this Contract. Records shall be retained by Consultant for a period of at least six (6) years after completion of the Work, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Consultant agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractors utilized in the performance of the Work at any tier.

16. FINDINGS CONFIDENTIAL

Any documents, reports, information, or other data and materials available to or prepared or assembled by Consultant or subcontractors under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Consultant without consent in writing from UTA.

- a. It is hereby agreed that the following information is not considered to be confidential:
 - A. Information already in the public domain;
 - B. Information disclosed to Consultant by a third party who is not under a confidentiality obligation;
 - C. Information developed by or in the custody of Consultant before entering into this Contract;
 - D. Information developed by Consultant through its work with other clients; and
 - E. Information required to be disclosed by law or regulation including, but not limited
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to, subpoena, court order or administrative order.

17. PUBLIC INFORMATION.

Consultant acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Contractor's response to the solicitation for the Contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.

18. GENERAL INDEMNIFICATION

Consultant shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") asserted by third parties for personal injury (including death) and/or property damage, brought or made against or incurred by any of the Indemnitees, to the proportionate extent resulting from or arising out of the negligent acts or omissions (actual or alleged) of Consultant or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of the failure of such Consultant to conform to federal, state, and local laws and regulations. If an employee of Consultant, a subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnitee, Contractor's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts. The indemnity obligations of Consultant shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

19. INSURANCE REQUIREMENTS

The insurance requirements herein are the requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Utah Transit Authority in no way warrants that the limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this contract by the Consultant, his agents, representatives, employees or subcontractors and Consultant is free to purchase additional insurance as may be determined necessary.

A. SCOPE AND LIMITS OF INSURANCE: Consultant shall provide coverage with limits of liability Stated below. An excess liability policy or umbrella liability policy may be used to meet the liability requirements provided that the coverage is written on a "following form" basis.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability

coverage.

- General Aggregate \$4,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$2,000,000

a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be included as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant".

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$2,000,000

a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be included as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant, including automobiles owned, leased, hired or borrowed by the Consultant".

3. Worker's Compensation and Employers' Liability

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|-------------------------|-----------|
| Workers' Compensation | Statutory |
| Employers' Liability | |
| Each Accident | \$100,000 |
| Disease – Each Employee | \$100,000 |
| Disease – Policy Limit | \$500,000 |

- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
- b. This requirement shall not apply when a Consultant or subcontractor is exempt under UCA, AND when such Consultant or subcontractor executes the appropriate waiver form.

4. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

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|------------------|-------------|
| Each Claim | \$1,000,000 |
| Annual Aggregate | \$2,000,000 |

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed

to include the following provisions:

1. Larger limits may be indicated after the contractor's assessment of the exposure for this contract; for their own protection and the protection of UTA.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory (except for Professional Liability and Worker's Compensation policies) with respect to all other available sources.
 3. Consultant and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA (except for Professional Liability Insurance). Contractor's insurance shall be primary (except for Professional Liability and Worker's Compensation) with respect to any insurance carried by UTA. Consultant will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.
- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).
- D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required insurer rating is sufficient to protect the Consultant from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE: Consultant shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
All certificates and any required endorsements are to be sent to insurancecerts@rideuta.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at insurancecerts@rideuta.com. The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.
- F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Consultant, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Sub-contractors maintaining separate insurance shall include Utah Transit Authority as an additional insured on their policy.
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Blanket additional insured endorsements are not acceptable from sub-contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-Consultant policies.

- G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the Office of General Counsel, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

20. **OTHER INDEMNITIES**

- a. Consultant shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from Claims of any kind or nature whatsoever on account of infringement relating to Consultant's performance under this Contract. If notified promptly in writing and given authority, information and assistance, Consultant shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Consultant shall pay all damages and costs awarded therein against UTA due to such breach. In case any portion of the Work is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under this Contract, Consultant shall, at its expense and through mutual agreement between the UTA and Consultant, either procure for UTA any necessary intellectual property rights, or modify Consultant's services or deliverables such that the claimed infringement is eliminated.
- b. Consultant shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against liens or Claims made or filed against UTA or upon the Work or the property on which the Work is located on account of any labor performed or labor, services, and equipment furnished by subcontractors of any tier; and (ii) keep the Work and said property free and clear of liens or claims arising from the performance of any Work covered by this Contract by Consultant or its subcontractors of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, Consultant, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Consultant fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Consultant shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Consultant fails to do so, Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

21. **INDEPENDENT Consultant**

Consultant is an independent consultant and agrees that its personnel will not represent themselves as, nor claim to be, an officer or employee of UTA by reason of this Contract. Consultant is responsible to provide and pay the cost of all its employees' benefits.

22. PROHIBITED INTEREST

No member, officer, agent, or employee of UTA during his or her tenure or for one year thereafter shall have any interest, direct or indirect, including prospective employment by Consultant in this Contract or the proceeds thereof without specific written authorization by UTA.

23. CLAIMS/DISPUTE RESOLUTION

- a. "Claim" means any disputes between UTA and the Consultant arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 6. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.
- b. Unless otherwise directed by UTA in writing, Consultant shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.
- c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.
- d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

| Level of Authority | Time Limit |
|--|--------------------|
| UTA's Project Manager/Contractor's Project Manager | Five calendar days |
| UTA's Director of Supply Chain/Contractor's [SECOND LEVEL] | Five calendar days |
| UTA's Chief Finance Officer/Contractor's [THIRD LEVEL] | Five calendar days |

Unless otherwise directed by UTA's Project Manager, Consultant shall diligently continue performance under this Contract while matters in dispute are being resolved.

If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, then either party may commence formal mediation under the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS mediator. If resolution does not occur through Mediation, then legal action may be commenced in accordance the venue and governing law provisions of this contract.

24. GOVERNING LAW

This Contract shall be interpreted in accordance with the substantive and procedural laws of the State of Utah. Any litigation between the parties arising out of or relating to this Contract will be conducted exclusively in federal or state courts in the State of Utah and Consultant consents to the jurisdiction

of such courts.

25. **ASSIGNMENT OF CONTRACT**

Consultant shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Contract without prior written approval of UTA, and any attempted transfer in violation of this restriction shall be void.

26. **NONWAIVER**

No failure or waiver or successive failures or waivers on the part of either party in the enforcement of any condition, covenant, or article of this Contract shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party to enforce the same in the event of any subsequent breaches by the other party.

27. **NOTICES OR DEMANDS**

- a. Any formal notice or demand to be given by one party to the other shall be given in writing by one of the following methods: (i) hand delivered; (ii) deposited in the mail, properly stamped with the required postage; (iii) sent via registered or certified mail; or (iv) sent via recognized overnight courier service. All such notices shall be addressed as follows:

If to UTA:

Utah Transit Authority
ATTN: Brian Motes
669 West 200 South
Salt Lake City, UT 84101

with a required copy to:

Utah Transit Authority
ATTN: Legal Counsel
669 West 200 South
Salt Lake City, UT 84101

If to Consultant:

Jason Phillips
6440 S. Millrock Dr, Suite 300,
Holladay, Utah 84124

- b. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice. Either party may change the address at which such party desires to receive written notice by providing written notice of such change to any other party.
 - c. Notwithstanding Section 27, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract.
-

28. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for this Contract is Brian Motes, or designee. All questions and correspondence relating to the contractual aspects of this Contract should be directed to said Contract Administrator, or designee.

29. **INSURANCE COVERAGE REQUIREMENTS FOR CONSULTANT EMPLOYEES AND SUBCONTRACTORS UNDER DESIGN AND CONSTRUCTION CONTRACTS**

- a. The following requirements apply to the extent that the Consultant is providing design or construction services and (i) the initial value of this Contract is equal to or in excess of \$2 million; (ii) this Contract, with subsequent modifications, is reasonably anticipated to equal or exceed \$2 million; (iii) Consultant has a subcontract at any tier that involves a sub-consultant that has an initial subcontract equal to or in excess of \$1 million; or (iv) any subcontract, with subsequent modifications, is reasonably anticipated to equal or exceed \$1 million:
- b. Consultant shall, prior to the effective date of this Contract, demonstrate to UTA that Consultant has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Consultant's employees and the employee's dependents during the duration of this Contract.
- c. Consultant shall also demonstrate to UTA that subcontractors meeting the above-described subcontract value threshold have and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the subcontractor's employees and the employee's dependents during the duration of the subcontract.

30. **COSTS AND ATTORNEYS FEES**

If any party to this Agreement brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys' fees, if any, incurred in connection with such suit, including on appeal

31. **NO THIRD PARTY BENEFICIARY**

The parties enter into this Contract for the sole benefit of the parties, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of this Contract.

32. **FORCE MAJEURE**

Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which are beyond that party's reasonable control. UTA may terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

33. **UTAH ANTI-BOYCOTT OF ISRAEL ACT**

Consultant agrees it will not engage in a boycott of the State of Israel for the duration of this contract.

34. **SEVERABILITY**

Any provision of this Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Contract.

35. **ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. The terms of the Contract supersede any additional or conflicting terms or provisions that may be preprinted on Vendor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Vendor that may subsequently be used to implement, record, or invoice Goods and/or Services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of UTA. The terms of the Contract prevail in any dispute between the terms of the Contract and the terms printed on any such standard forms or documents, and such standard forms or documents will not be considered written amendments of the Contract.

35. **AMENDMENTS**

Any amendment to this Contract must be in writing and executed by the authorized representatives of each party.

36. **COUNTERPARTS**

This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of the Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

i. **SURVIVAL**

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 5, 7, 8, 10, 14, 15, 17, 18, 19, 20, 23, 29 and 30.

IN WITNESS WHEREOF, the parties have made and executed this Contract as of the day, month and year of the last signature contained below.

UTAH TRANSIT AUTHORITY:

JACOBS ENGINEERING GROUP, INC.:

By _____
Name _____
Title _____
Date _____

By Jeanne J Work
Name Jeanne Work
Title Operations Leader
Date 11/18/2021

By _____
Name _____
Title _____
Date _____

By N/a - not applicable
Name _____
Title _____
Date _____

By ^{DocuSigned by:} Michael L. Bell
Name Michael L. Bell
Title Utah Assistant Attorney General
Date 11/19/2021

UTA Legal Counsel

Exhibit A

Midvalley Connector BRT Final Design

EXECUTIVE SUMMARY

The purpose of the project is to provide design services for a new bus rapid transit (BRT) facility from Murray City through Taylorsville City into West Valley City. Initial work on this project was advanced under a Taylorsville project/contract, primarily an environmental assessment and initial design, which are detailed below. The final design portion of this scope was carried forward from the Taylorsville City project/contract, with some scope additions at the request of Utah Transit Authority (UTA).

An Environmental Assessment was prepared for the BRT facility from Murray Central TRAX Station to the Salt Lake Community College (SLCC) Redwood Campus, then to West Valley Central TRAX Station. Final design for this project was initiated for this project in 2019, with design progression on many elements reaching the 60% level. Other elements are not as advanced or are at a concept level. The scope of services for this contract is to complete the design, prepare an advertisement package for the entire project and provide design support during construction. The project includes dedicated BRT lanes, center stations and a complete street, urban designed corridor along 4500/4700 South, west of I-15 from East Atherton Drive to Redwood Road, a new transit hub at SLCC, new stations and reconfiguration of the Murray Central and West Valley TRAX Stations to accommodate BRT. The rest of the route BRT busses will travel in mixed traffic flow and be served by side stations.

PROJECT ASSUMPTIONS AND UNKNOWNNS

The scope includes (task numbering is maintained from initial Taylorsville City design contract):

- Task 1: Project management
- Task 2: Stakeholder and Public Outreach
- Tasks 5: Survey and Mapping
- Task 7: Geotechnical
- Task 8E: Design for Advertisement
- Task 10: Utilities
- Task 11: Right of Way
- Task 12B: Stations and Transit Plazas
- Task 13: Design Services During Construction

General Assumptions:

- Branding will be done by the UTA and cities.
- Station names shown in the plans are for design reference. Final station names will be determined by UTA with input and collaboration from stakeholders.
- Station design completed to date will not be used. New center and side station designs will be developed and used as a typical BRT Station for future UTA BRT systems.
- Assume platform height and sizes for this project are set.
 - Estimated design hours are based on no changes to platform dimensions or platform height (this project is not level boarding).
- Right of way lines developed in the initial design and presented in the Environmental Assessment will be used for acquisition. UTA has indicated no changes to these right of way lines will be made; therefore, station and transit plaza configuration design will be limited to the space available.
- SLCC Hub Design is at a 90% level; assume no design changes. Effort in the estimate is for minor revisions and preparing the design to be included in the project advertisement package
- West Valley Central Station is at a concept level
- Stations at 4700 S and 2700 W and Vine St are at a concept level
- Civil design elements (roadway, drainage, signing, striping, retaining walls, signals, etc..) are at a 60% level.
- Box culvert extension design is at a 30% level (Type Selection Report)
- ATMS/fiber will be project wide, design has not started
- Utility design level varies, most locations beyond 30%, but not at 60%

- Design schedule is eight months.

TEAM

- Jacobs (project management; Murray to and including SLCC segment: project wide: stations, landscaping, ATMS/fiber, retaining walls and support for public outreach)
- Avenue (from SLCC to West Valley segment)
- KCI (utilities)
- ESI (survey and right-of-way)
- Terracon (geotechnical)

Final Design Scope of Work

TASK 1: PROJECT MANAGEMENT

Objective: Prepare for and hold weekly internal design team meetings. Weekly project management meetings will be held with the UTA, attended by the Jacobs Project Manager. Monthly stakeholder committee meetings are included as part of Task 2.

Deliverables:

- Meeting minutes
- Schedule updates
- Invoicing

Tasks and Assumptions:

- 8-month schedule
- Monthly invoicing
- Monthly schedule and budget dashboard updates
- Maintenance of a risk register

TASK 2: STAKEHOLDER AND PUBLIC OUTREACH

Objective: Work with UTA and project stakeholders to continue implementation of the public involvement plan developed during Phase 1. This task also includes misc. project support to UTA and overall support for project readiness.

The project steering committee will continue to meet monthly and include the following participants:

- City of Taylorsville
- Murray City
- West Valley City
- Utah Department of Transportation (UDOT)
- UTA
- Wasatch Front Regional Council (WFRC)
- SLCC
- Salt Lake County

Deliverables:

- Maintain stakeholder database
- Project-branded website
- Meeting minutes

Tasks and Assumptions:

- Maintain a stakeholder/public database, project-branded website and email.
- Organize and facilitate monthly steering committee meetings, including preparation of meeting materials.
- Support and preparation for up to three (3) city council updates as needed; one for Taylorsville, Murray and West Valley City, including preparation of presentations/materials; up to one (1) Jacobs staff member will attend each meeting.
- Jacobs PM to attend business outreach meetings, which will include up to 4 one-hour one-on-one meetings targeted directly to

businesses and/or neighborhoods directly adjacent to the BRT alignment.

- Overall BRT system branding will be developed by stakeholders (i.e., UTA and cities).

TASK 5: SURVEYING AND MAPPING

Objective: Provide survey and mapping for design services to supplement data already collected in 2016-2019.

ESI will utilize existing project control and the exiting topography (ExTopo) developed by ESI engineering in 2016-2019.

ESI will perform topographic survey, map utility data marked by KCI, and determine existing right of way within the following areas:

- At the intersection of Sunstone Road and Murray-Taylorville Rd.
- Assume 50' on all legs, 10' beyond apparent right of way.

ESI will collect UAS Drone Survey of the corridor for high-resolution photogrammetry of current conditions to visually identify any changes that were made after the original topographic survey.

See attached Scope of Services provided by ESI for assumptions and associated deliverables.

Deliverables:

- Survey point data and .dgn files (extopo, points and dtm)
- Orthometric drone imagery
- Provide all SUE location data to KCI for their use

Tasks and Assumptions:

- Assume survey control sheets produced for UDOT's Redwood Road project will be used for work called out on SLCC Campus

TASK 7: GEOTECHNICAL

Objective: Field exploration and data for fifty-two borings and three test pits is complete and a draft geotechnical report produced. Field exploration is still needed at West Valley Central Station and SLCC. Geotechnical investigations include sufficient field and laboratory work (including borings, test pits, soil tests, subsurface investigations, and laboratory testing as needed) for the preparation of station platform design. Provide support and review of the project plans and specifications for site preparation, foundation, and pavement construction.

Terracon will complete remaining field work, update and finalize the geotechnical report
Produce soil data sheets associated with the box culvert extension.

See attached Scope of Services provided by Terracon for assumptions and associated deliverables.

Assumptions:

- No pavement design is included, assume to match existing pavement.

TASK 8: DEVELOP PLANS

Objective:

Scope for developing plans, specifications and engineers estimate for advertisement.

Task 8E: Develop Advertisement Plans

Objective: Address comments provided at 60% comment review meeting associated with the previous Taylorville design contract, finalize the design and compile an advertisement package including plans, specifications and an engineer's estimate for final review.

Tasks and Assumptions:

- Design will conform to UTA's 2014 BRT Design Criteria and current UDOT standards.
- Active transportation and streetscape designs will be consistent with the concepts developed in Phase 1, adopted/existing active transportation and streetscape plans for Murray, West Valley, and SLCC. AASHTO and NACTO design guides will also be used for active transportation design elements.
- The North Jordan Canal box culvert will be lengthened on the north side; the existing culvert will remain in place. Follow UDOT's SDDM process.
 - Address TSR comments and obtain UDOT approval
 - Finalize situation and layout sheet and obtain UDOT approval (3S1,3S2)
 - Design and Detail Culvert (3S6)

- Complete structure documents and obtain UDOT approval (4SM, 4S4)
- Planting and Irrigation plans will be limited to the new landscape areas within the ROW along the complete street section of 4700 S between East Atherton Drive and Redwood Road. Final permits will not be prepared as part of this contract.
- Incorporate comments from 60% design review and UTA constructability review
- Finalize design for roadway, drainage, signing, striping, signal, lighting, culvert extension and utility relocations
- Develop removal plans
- Develop detail for each station
- Finalize landscaping and urban design elements
 - Irrigation design is at a 30% level
- Generate final project documents – Plans, Specifications, Measurement & Payment, Acceptance and Documentation; compile into advertising package(s); assume one advertising package
- Calculate quantities and develop Engineers Estimate
- Design ATMS to provide station communications along the entire route
- Complete Jacobs QC process and documentation
- MOT plan will not include traffic control design
- Based on 60% coordination meetings provide communications system design, including PIS, TVM and cameras
- Electrical power design for stations and hubs
- Lighting designs for stations and site lighting, parking lots
- Design Electric bus charging stations. One future and one existing at both West Valley Central and Murray Central Stations.
- Design restroom facilities at Murray Central and SLCC HUB (prefabricated three room building)
- Coordinate design with UTA Operations, Fares, Maintenance, and UTA customer experience team
- Check ADA compliance of facilities at Murray Central as they tie into project. (Presume compliance)
- Integrate the 90% SLCC HUB plans into the project. Allow for overhead building at the HUB.
- Design Traffic Signal at intersection of Murray Taylorsville Road and Sunstone Road (Maintained by County)
 - Complete signal warrant and timing analysis considering existing signal at 500 West
 - Design approach is to stay within the existing ROW. Including modifying the curb and gutter location at the intersection to match the east leg, to provide space for the signal equipment.
- Produce Certifiable Items list and verify each item with signatures
- Verify implementation of the preliminary hazard analysis into the plans.
- 60% design review associated with the Taylorsville contract has occurred, resubmittal of these design elements is not included
- To accommodate the 8-month design schedule, UTA will complete design package reviews within 2 weeks.

Deliverables:

- 30% and 60% review packages will be limited to the following project elements
 - Station design (canopy system and platform element layout)
 - Box culvert extension
 - WVC hub; 4700 S 2700 W and Vine St side stations
- 90% (PS&E) review for all project elements
- MOT plan
- Bid Item List
- Quantities
- Updated cost estimate (Engineer's Estimate)
- Advertisement bid package

TASK 10: UTILITIES

Objective: Locate utilities within the previous limits completed in 2019 to confirm the information in the exutil file and update the information. Assist UTA to determine methods of resolution for utilities that will be affected by the proposed construction. Develop designs of the agreed relocations or other work including all calculations, plans, details, and quantities and coordinate this effort with the utility owner.

See attached Scope of Services provided by KCI for assumptions and associated deliverables.

Deliverables:

- Utility conflict matrix
- Existing utility file
- Utility plans

- Design for relocated wet utilities

Tasks and Assumptions:

- Update utility plans with utilities installed after utility data collected in 2019 and new information at West Valley Central Station 4700 S 2700 W Station and the new signal at Sunstone
 - Utility plans for project wide fiber installation will be Quality Level D
- Design efforts for dry utilities requiring relocation will be supplied by the utility owner. Limits of conflict and location for relocated utility will be provided by the designer.
- Waterlines and sewer line along 4700 South are adequately deep and will not require relocation due to widening and construction of the pavement section.
- Design efforts for wet utilities requiring relocation will be provided by the design team.
- Assume details for waterline loops will be provided by owner for conflicts with storm drain.
- Design will include raising lids, boxes and valves, etc. to grade.
- Coordination with Rocky Mountain Power for Load Centers for the BRT stations.

TASK 11: RIGHT-OF-WAY

Objective: Establish right-of-way requirements, ownership of each property acquisition and prepare maps/figures for each individual property. Support UTA to shepherd the submittal, review and approval of ROW documents through the UDOT process and also support UTA's ROW team during the appraisal and negotiations of the acquisition process by producing figures, meeting with property owners.

See attached Scope of Services provided by ESI for identifying existing right-of-way and property lines, assumptions and associated deliverables.

Deliverables:

- Existing right-of-way and property lines in the vicinity of proposed improvements and stations
- Right-of-way needs showing acquisition and easement limits necessary to complete the project
- Map and/or figures showing the right-of-way requirements (ownership, acquisition areas)
- Develop right-of-way plans and documents

Tasks and Assumptions:

- Impacted parcels are identified in the September 2021 Midvalley Connector Environmental Assessment (acquisition on 34 parcels and 75 temporary construction easements).
- Assume one parcel impacted at intersection of Sunstone Rd and Murray-Taylorville Expressway (includes acquisition and temporary construction easement)
- Assume right of way documents for 76 parcels to follow UDOT Right of Way development standards
- Support UTA's ROW acquisition team during negotiation and appraisal processes, assume on half (38) the parcels

TASK 12: STATIONS AND TRANSIT PLAZAS

Objective: Engineer and design the layout and aesthetics of each station based on a concept to be developed with UTA and the station location and park-and-ride layouts developed as part of the 2021 EA and the *Taylorville Expressway BRT Master Plan*. This will establish the final design intent by developing the final scale, character, relationships, estimate and appearances of all elements in the conceptual site/landscape development plan.

The design team will implement pedestrian and bicycle connections to adjacent properties, destinations and trails as shown in the 2021 EA. These Improvements include: sidewalks, bike paths, multi-use paths and enhanced crosswalks.

Task 12B: Stations and Transit Plazas 100% Design

Deliverables:

- 30%, 60% and 100% station shelter and platform design for:
 - Three transit hubs (Murray Central, SLCC, WVC Central)
 - Three center stations on 4500/4700 S
 - Nine pairs of side stations (Vine St, Murray Blvd, Sunstone, Monte Vista, Golden Living, 4700 S 2700 W, State Complex, 2700 W 4100 S, 2700 W 3800 S)

Tasks and Assumptions:

- Develop standard BRT UTA stations for the project that will be used on other BRT projects.

- New station design will be developed. Current 60% plans will be replaced with new concepts and redesigns.
 - Assume a maximum of three concepts will be evaluated. Jacobs will host a station kickoff meeting with UTA staff to discuss and develop ideas for the three concepts
 - Jacobs will meet with UTA staff every two weeks to review progression on the development of the three concepts
 - Assume a maximum of six weeks for UTA to evaluate and select a concept to be designed
 - Assume the station meetings will be in an online format
 - Selected design concept will be applied to establish design for center and side stations
 - Assume shelters will be conventional and accessible by walking up
- The individual shelter designs will use the same column, roof, materials and furnishings with minor variations on the size and placement based on the specific site conditions.
- Station locations remain unchanged from the locations shown in 2021 Environmental Assessment

TASK 13: DESIGN SERVICES DURING CONSTRUCTION

Objective: Provide support services during the construction period performed under UTA staff.

Deliverables:

- RFI responses
- Design Changes

Tasks and Assumptions:

- Jacobs to provide responses to Contractor-generated Requests for Information (RFI), design, clarifications, corrections, revisions, supplemental drawings, specifications, updates, and decisions as required and requested by the resident engineer within the time allotted by the resident engineer so as not to delay construction or procurement, and in no case in more than five working day of said request from the resident engineer.
- Prepare design changes and designs requested by UTA during the course of construction in a timely fashion so as not to delay construction
- Assist in the review of product submittals and shop drawings; and assist UTA with the timely preparation of documents
- SITE SAFETY; CONTRACTOR MEANS AND METHODS. The presence or duties of Consultant's personnel at a construction site, whether as onsite representatives or otherwise, do not make Consultant or its personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work
- UTA has indicated that a majority of the Services During Construction effort will be covered by UTA and/or Program Management staff. The level of effort for design Services During Construction is assumed to be 200 hours. If more hours are required to complete support services, additional hours will be added via a contract modification.

Exhibit B**FEE FOR PROFESSIONAL SERVICES AND PAYMENT SCHEDULE**

The contract will be for a Not to Exceed price amount of **\$1,759,533.22**. Effort will be invoiced monthly for work and deliverables as noted in the Scope of Work, and approved for payment by UTA's project manager.

DETAILED PRICING WITH DETAILED EFFORT AND HOURS

| JACOBS Estimate Summary Midvalley Connector Final Design 10/25/2021 | | |
|--|--------------|-----------------------|
| | Hours | Estimated Cost |
| Project Management | 628 | \$118,497.16 |
| Stakeholder & Public Outreach | 72 | \$17,445.66 |
| Surveying and Mapping ESI | 0 | \$0.00 |
| Geotechnical Terracon | 0 | \$0.00 |
| Develop Advertisement Plans (90% & 100% submittals) | 3,805 | \$489,543.08 |
| Utilities | 784 | \$95,389.12 |
| Right of Way | 40 | \$11,292.83 |
| Stations and Transit Plazas | 2,012 | \$321,943.89 |
| Design Support During Construction | 200 | \$35,898.20 |
| Subtotal | | \$1,090,009.94 |
| Subconsultants | | |
| Avenue | | \$329,242.06 |
| ESI maps and deeds for acquisition | | \$229,854.88 |
| KCI | | \$95,166.34 |
| Terracon | | \$14,700.00 |
| Total subconsultants | | \$668,963.28 |
| Direct Costs | | \$560.00 |
| DESIGN FEE TOTAL | | \$1,759,533.22 |

Exhibit C

FEDERAL CLAUSES FOR ARCHITECT AND ENGINEERING SERVICE CONTRACTS

ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES

Consultant shall comply with 49 USC 5301(d), stating federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Consultant shall also comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities; and the Architectural Barriers Act of 1968, as amended, 42 USC §4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities.

ACCESS TO RECORDS AND REPORTS

Consultant will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

Consultant agrees to comply with the record retention requirements in accordance with 2 CFR §200.333. Consultant shall maintain all books, records, accounts and reports required under the Contract for a period equal to the longer of: (i) three (3) years; or (ii) such longer period as may be specified in the Contract (except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case records shall be maintained until the full and final disposition of all such claims or litigation (including appeals related thereto)).

Consultant agrees to provide sufficient access to United States Department of Transportation, Federal Transit Administration (FTA) and its contractors to inspect and audit records and information related to performance of the Contract as reasonably may be required.

Consultant agrees to permit FTA and its contractors access to the sites of performance under the Contract as reasonably may be required.

CHANGES TO FEDERAL REQUIREMENTS

Consultant shall comply with all applicable regulations, policies, procedures and directives of the FTA. Applicable regulations, policies, procedures and directives include, without limitation, those listed directly or by reference in the Master Agreement between UTA and FTA, as they may be amended or promulgated from time to time during the term of the Contract. Contractor's failure to comply shall constitute a material breach of the Contract.

CIVIL RIGHTS REQUIREMENTS

In accordance with Federal transit law at 49 USC §5332, Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue including, without limitation the following equal employment opportunity requirements:

(1) **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 USC §2000e et seq., and federal transit laws at 49 USC §5332, Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Part 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal

Employment," September 24, 1965, 42 USC §2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC §2000e note. Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Consultant agrees to comply with any implementing requirements FTA may issue.

(2) **Age** – In accordance with the Age Discrimination in Employment Act, 29 USC §§621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR Part 1625, the Age Discrimination Act of 1975, as amended, 42 USC §6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR Part 90, and federal transit law at 49 USC §5332, Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Consultant agrees to comply with any implementing requirements FTA may issue.

(3) **Disabilities** – In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC §794, the Americans with Disabilities Act of 1990, as amended, 42 USC §12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 USC §4151 et seq., and federal transit law at 49 USC §5332, Consultant agrees that it will not discriminate against individuals on the basis of disability. In addition, Consultant agrees to comply with any implementing requirements FTA may issue.

Consultant also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

CLEAN AIR [Applicable Only to Contracts valued at more than \$150,000]

Consultant shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Consultant agrees that it will not use any violating facilities. Consultant shall report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Consultant shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

CLEAN WATER [Applicable Only to Contracts valued at more than \$150,000]

Consultant shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Consultant shall report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Consultant shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

CONFORMANCE WITH NATIONAL ITS ARCHITECTURE [Applicable Only to Contracts and Solicitations for Intelligent Transportation Systems]

To the extent applicable, Consultant agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

DEBARMENT AND SUSPENSION [Applicable Only to Contracts valued at more than \$25,000]

Consultant shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," 2 CFR Part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the Contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the Contract amount. As such, Consultant shall verify that

its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any federal department or agency to be: (i) debarred from participation in any federally assisted award; (ii) suspended from participation in any federally assisted award; (iii) proposed for debarment from participation in any federally assisted award; (iv) declared ineligible to participate in any federally assisted award; (iv) voluntarily excluded from participation in any federally assisted award; and/or (v) disqualified from participation in any federally assisted award. By submitting a response to UTA's solicitation for the Contract, Consultant has certified that the foregoing items (i) through (v) are true. The certification in this clause is a material representation of fact relied upon by UTA. If it is later determined by UTA that Consultant knowingly rendered an erroneous certification, in addition to other remedies available that may be available to UTA, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant agrees to comply with the requirements of 2 CFR Part 180, subpart C, as supplemented by 2 CFR Part 1200, during the Contract term. Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

DISADVANTAGED BUSINESS ENTERPRISES

(1) **FTA Policy** – The Contract is subject to 49 CFR Part 26. Therefore, Consultant must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of the Contract. UTA shall make all determinations with regard to whether or not Consultant is in compliance with the requirements stated herein.

(2) **Nondiscrimination** – Neither Consultant nor any subcontractor shall discriminate on the basis of race, color, national origin, or sex in the performance of the Contract. Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of FTA-assisted contracts. Failure by Consultant to carry out these requirements is a material breach of the Contract, which may result in the termination of the Contract or such other remedy as UTA deems appropriate, which may include, but is not limited to: (i) withholding monthly progress payments in whole or in part; (ii) assessing any liquidated damages as may be provided in the Contract; (iii) requiring Consultant to stand-down with respect to the Work (without an increase in the Contract cost or an adjustment to the Contract schedule) until Consultant achieves compliance with respect to these requirements and/or (iv) disqualifying Consultant from future participation in UTA contracts.

(3) **DBE Goals and Good Faith Efforts** – The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is race neutral. If a separate contract goal for DBE participation has been established for the Contract, it is listed in the solicitation documents that have been incorporated into the Contract. Consultant is required to document sufficient DBE participation to meet the applicable goal. If Consultant is unable to meet the applicable goal, Consultant must alternatively document adequate good faith efforts to meet the DBE Goal. The types of actions that the UTA will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following: (i) Contractor's attendance at a pre-bid meeting (as applicable) scheduled by UTA to inform DBEs of subcontracting opportunities; (ii) advertisement of subcontracting opportunities in general circulation media, trade association publications, and minority-focus media; (iii) written notification to capable DBEs that their interest in the Contract is solicited; (iv) documentation of efforts to negotiate with DBEs for specific subcontracts including the names, addresses, and telephone numbers of DBEs that were contacted and the date(s) of contact, a description of the information provided to DBEs regarding the work to be performed and a statement explaining why additional agreements with DBEs were not reached; (v) for each DBE Consultant contacted but rejected as unqualified, the reason for Contractor's conclusion; (vi) documentation of efforts made to assist the DBEs contacted that needed assistance in obtaining required bonding or insurance; (vii) documentation of efforts to utilize the services of small business organizations, community and Consultant groups to locate qualified DBEs; (viii) documentation of Contractor's efforts to break out Contract work items into economically feasible units in fields where there are available DBE firms to perform the work; (ix) evidence that adequate information was provided to interested DBEs about the plans, specifications and requirements of the Contract, and that such information was communicated in a timely manner; and (x) documentation of any efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.

(4) **Race-Neutral Procurements** – If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

(5) **Verification of Compliance** – Consultant shall assist UTA in verifying compliance with the DBE requirements of the Contract by submitting status reports itemizing payments to all DBEs with each monthly request for payment. Upon Contract completion, Consultant shall submit a summary of payments, by subcontract, made to all subcontractors to UTA's Civil Rights Compliance Officer.

(6) **Prompt Payment of Subcontractors** – Consultant is required to pay its subcontractors performing work related to the Contract for satisfactory performance of that work no later than 30 days after Contractor's receipt of payment for that work from UTA. In addition, Consultant may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to the Contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by UTA and Contractor's receipt of the partial retainage payment related to the subcontractor's work. The failure to make prompt payment to subcontractors as required above shall constitute a material breach of the Contract and shall give rise to remedies including, without limitation, the Authority's right to withhold amounts payable to the Contract and make direct payments (including interest) to subcontractors.

(7) **Termination of a DBE Subcontractor** – Consultant shall not terminate any DBE subcontractor identified in the Contract (or Contractor's response to the Contract solicitation) without UTA's prior written consent. UTA may provide such written consent only if Consultant has good cause to terminate the DBE subcontractor. Before transmitting a request to terminate, Consultant shall give notice in writing to the DBE subcontractor of its intent to terminate and the basis for the termination. Consultant shall give the DBE subcontractor five days to respond to the notice and advise of the reasons why the DBE subcontractor believes there is not good cause to terminate the subcontract. When a subcontract with the DBE subcontractor is terminated or when a DBE subcontractor fails to complete its work on the Contract for any reason, Consultant shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE subcontractor and immediately notify UTA in writing of its efforts to replace the original DBE subcontractor. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE subcontractor whose subcontract was terminated, to the extent needed to meet the applicable goal.

ENERGY CONSERVATION

Consultant shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

FALSE STATEMENTS OR CLAIMS CIVIL AND CRIMINAL FRAUD

Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the Contract, Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Contract or FTA assisted project for which the Contract work is being performed. In addition to other penalties that may be applicable, Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on Consultant to the extent the US Government deems appropriate.

Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under the Contract, the federal government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5323(l) on Consultant, to the extent the federal government deems appropriate.

Consultant shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FLY AMERICA REQUIREMENTS [Applicable Only to Contracts Involving Transportation of Persons or Property, by Air between the U.S. and/or Places Outside the U.S.]

Consultant shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Consultant shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Consultant shall include the requirements of this section in all subcontracts that may involve international air transportation.

INCORPORATION OF FTA TERMS

The Contract includes certain Standard Terms and Conditions required by the FTA, whether or not expressly stated in the Contract. All FTA-required contractual provisions, as stated in 2 CFR Part 200 or FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Contract. Consultant shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause UTA to be in violation of FTA terms and conditions.

LOBBYING [Applicable Only to Contracts valued at more than \$150,000]

Byrd Anti-Lobbying Amendment, 31 USC 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 USC §1601, et seq.] – Contractors who apply or bid for an award of \$150,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 USC 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant or award covered by 31 USC 1352. Such disclosures are forwarded from tier to tier up to UTA.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

UTA and Consultant acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the federal government, the federal government is not a party to the Contract and shall not be subject to any obligations or liabilities to UTA, Consultant or any other party (whether or not a party to the Contract) pertaining to any matter resulting from the Contract. Consultant agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PATENT RIGHTS AND RIGHTS IN DATA [Applicable Only to Contracts Involving Experimental, Developmental or Research Work]

The Contract is funded through a federal award with FTA for experimental, developmental, or research work purposes. As such, certain patent rights and data rights apply to all subject data first produced in the performance of the Contract. Consultant shall grant UTA intellectual property access and licenses deemed necessary for the work performed under the Contract and in accordance with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of the Contract and shall, at a minimum, include the following restrictions: Except for its own internal use, Consultant may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may Consultant authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved

the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of the Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

(1) The federal government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the federal government. Without the copyright owner's consent, the Federal Government may not extend its federal license to any other party.

(i) Any subject data developed under the Contract, whether or not a copyright has been obtained; and

(ii) Any rights of copyright purchased by Consultant using federal assistance in whole or in part by the FTA.

(2) Unless FTA determines otherwise, Consultant performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the federal government may direct.

(3) Unless prohibited by state law, upon request by the federal government, Consultant agrees to indemnify, save, and hold harmless the federal government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Consultant of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Consultant shall be required to indemnify the federal government for any such liability arising out of the wrongful act of any employee, official, or agents of the federal government.

(4) Nothing contained in this clause on rights in data shall imply a license to the federal government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the federal government under any patent.

(5) Data developed by Consultant and financed entirely without using federal assistance provided by the federal government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that Consultant identifies those data in writing at the time of delivery of the Contract work.

(6) Consultant agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance.

RECYCLED PRODUCTS

Consultant agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC §6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR Part 247.

RESOLUTION OF DISPUTES, BREACHES AND OTHER LITIGATION

UTA and Consultant intend to resolve all disputes under the Contract to the best of their abilities in an informal manner. To accomplish this end, the parties will attempt to resolve disputes through communications between their respective staffs, and, if resolution is not reached at that level, a procedure for review and action on such

disputes by appropriate management level officials within UTA and Contractor's organization.

Unless otherwise directed by UTA, Consultant shall continue performance under the Contract while matters in dispute are being resolved.

Unless the Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between UTA and Consultant arising out of or relating to the Contract or its breach will be decided by alternative dispute resolution if the parties mutually agree, or in a court of competent jurisdiction within the State of Utah.

Duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by UTA or Consultant shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

SEISMIC SAFETY [Applicable Only to Contracts Involving Construction of new buildings or additions to existing buildings]

Consultant agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Consultant shall also ensure that all work performed under the Contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

Domestic Preference

In accordance with 2 CFR 200.322 all contractors shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

For purposes of this Contract, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through application of coatings, occurred in the United States.

- b. "Manufacturing products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

This requirement must be included in all subcontracts awarded under this award.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

In accordance with 2 CFR 200.216, Consultant and its subcontractors are prohibited from expending funds under this contract for the procurement of equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

- a. "covered telecommunications equipment or services" is telecommunications or video surveillance equipment or services produced by:
 - a. Huawei Technologies Company
 - b. ZTE Corporation
 - c. Hytera Communications Corporation
 - d. Hangzhou Hikvision Digital Technology Company
 - e. Dahua Technology Company
 - f. Any subsidiary of the above listed entities.

TERMINATION

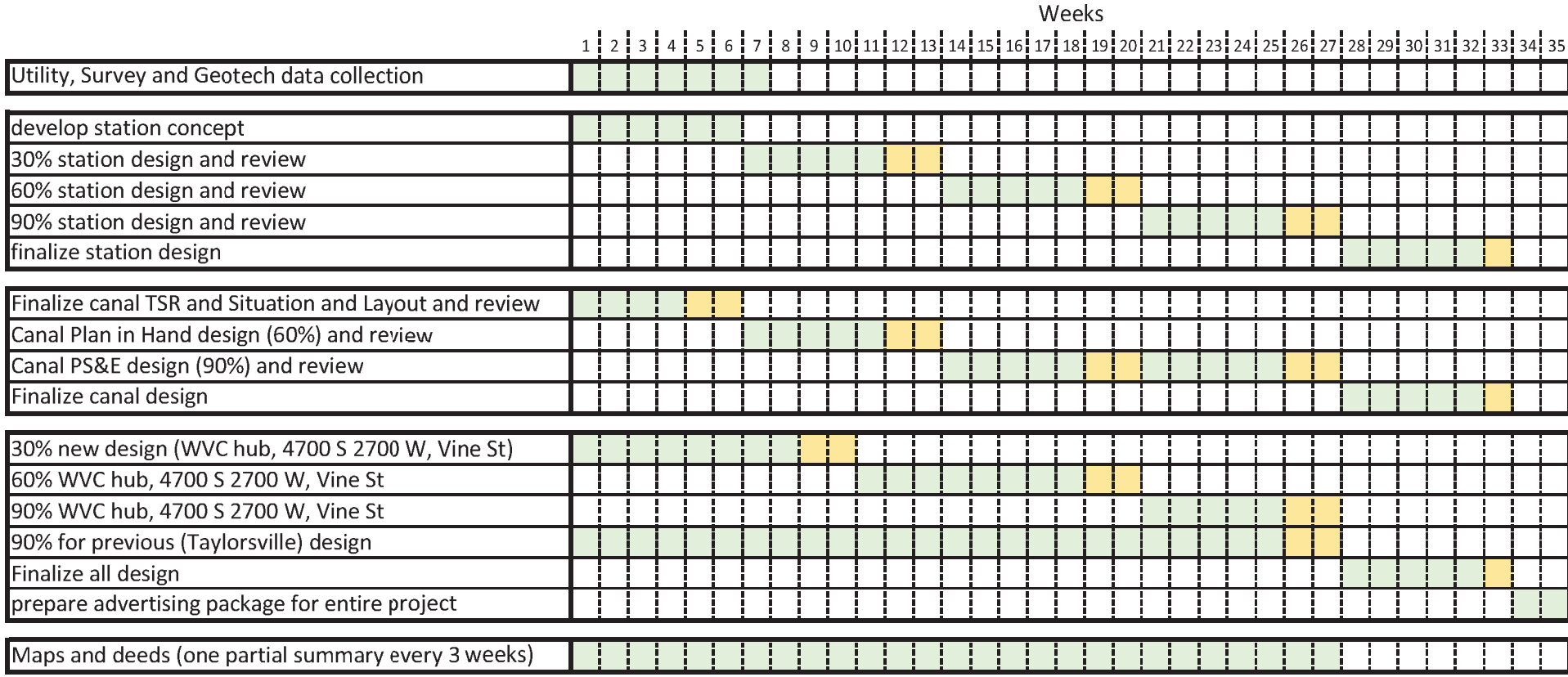
Upon written notice to Consultant, UTA may, for its convenience and without cause, elect to terminate the Contract. If UTA terminates the Contract for its convenience, Consultant shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination., but excluding

consequential damages (which includes, but is not limited to, lost profits and/or opportunity costs associated with the terminated portion of the work).

UTA may terminate this contract in whole or in part, for UTA's convenience or because of the failure of Consultant to fulfill the contract obligations. UTA shall terminate by delivering to Consultant a notice of termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, Consultant shall: (i) immediately discontinue all services affected (unless the notice directs otherwise), and (ii) deliver to UTA's project manager all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing the Contract, whether completed or in process. UTA has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

Accept Terms of Clauses *Juanne J. Work* Date 11/18/2021
Company Name Jacobs Engineering Group Inc.
Federal I.D. No. 95-4081636

Exhibit D Midvalley BRT Final Design Schedule (8 months)



Legend
 Design Period:
 Review Period: