

## PROFESSIONAL SERVICES AGREEMENT

### UTA CONTRACT 23-03803VW MT Ogden Administration Building Design Service

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 AECOM Technical Services, Inc. ("Consultant").

#### **RECITALS**

WHEREAS, UTA desires to hire professional services for MT Ogden Administration Building Design Service.

WHEREAS, On November 17, 2023, UTA issued Request for Qualification Package Number 23-03803VW ("RFQu") encouraging interested parties to submit proposals to perform the services described in the RFQu.

WHEREAS, Upon evaluation of the proposals submitted in response to the RFQu, UTA selected Consultant as the preferred entity with whom to negotiate a contract to perform the Work.

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, ordinances, permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection.
- d. Consultant shall furnish only qualified personnel and materials necessary for the performance of the Work.
- e. 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 guaranteed 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.
- g. If Consultant fails to promptly remedy rejected Work as provided in Section 3.f, UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other Consultants 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 June 30, 2026. This guaranteed 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 within thirty (30) days from receipt of undisputed invoice.
- 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 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 RFQ 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. Consultant'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. Consultant's Bid or Proposal including proposed terms or conditions

Any Consultant/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 on a monthly basis in accordance with an approved progress of work completed for the billing period. Consultant shall submit invoices to [dosborn@rideuta.com](mailto:dosborn@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 Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts due and owing to 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 to [dosborn@rideuta.com](mailto:dosborn@rideuta.com). Invoices not submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA’s accounting department.
- c. Invoices must include a unique invoice number, UTA’s Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to [dosborn@rideuta.com](mailto:dosborn@rideuta.com).

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 Consultants, agent, officers, directors, employees, joint owners, affiliates and consultants.

**11. USE OF SUBCONSULTANTS**

- 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 subconsultants, 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 subconsultants, 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 subconsultants.
- 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. The following individuals are concerned to be key personnel under this contract.

Kelly Gilman, Landscape Architect  
Mark Cook, PE Civil Engineer  
John Wade, SE Lead Structural Engineer  
David Blood, AIA Lead Architect

If the consultant changed key personnel without the express written permission of UTA, it shall be in default of the contract and liable for default damages.

**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 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 subconsultants 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 Consultants 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 at law.

**CONSULTANT'S POST TERMINATION OBLIGATIONS:**

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 Consultant'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 subconsultants utilized in the performance of the Work at any tier.

16. **FINDINGS CONFIDENTIAL**

Any documents, reports, information, or other data and materials delivered or made available to or prepared or assembled by Consultant or subconsultant 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. If confidential information is released to any third party without UTA's written consent as described above, consultant shall notify UTA of the data breach within 10 days and provide its plan for immediate mitigation of the breach for review and approval by 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 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). Consultant'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") related to bodily injury, including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Consultant or any of its owners, officers, directors, agents, employees or subconsultants. 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 subconsultant, 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 Indemnatee, Consultant'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 minimum 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 minimum 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 subconsultants and Consultant is free to purchase additional insurance as may be determined necessary.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Consultant shall provide coverage with limits of liability not less than those Stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum 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 named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant".
- b. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Contractual Liability Railroads" ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Utah Transit Authority Property" as the Designated Job Site

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 named 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

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 subconsultant is exempt under UCA, AND when such Consultant or subconsultant 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.

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. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability required by the Contract Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the Consultant's assessment of the exposure for this contract; for their own protection and the protection of UTA.
  2. The Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  3. Consultant and their insurers shall endorse the required insurance policy(ies), except Professional Liability Insurance, to waive their right of subrogation against UTA. Consultant's insurance shall be primary 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 minimum 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 [utahta@ebix.com](mailto:utahta@ebix.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 [utahta@ebix.com](mailto:utahta@ebix.com). The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

- F. SUBCONSULTANTS: Consultants' certificate(s) shall include all subconsultants as additional insureds under its policies or subconsultants shall maintain separate insurance as determined by the Consultant, however, subconsultant's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Sub-Consultants maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-Consultants. 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 any and all 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 and from any and all 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 subconsultants of any tier; and (ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Consultant or its subconsultants 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 subconsultant, 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**

UTA's Project Manager/Consultant's Project Manager  
UTA's Chief Capital Services Officer/Consultant's Project Manager  
UTA's Executive Director/Consultant's Managing Principal

**Time Limit**

Five calendar days  
Five calendar days  
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, than 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: Vicki Woodward  
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:

AECOM  
Nathan Martin, Project Manager

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 Vicki Woodward, 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 SUBCONSULTANTS 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 subconsultants 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 subconsultant'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. **TRAVEL COSTS**

Any travel costs charged against this contract and paid for with contract funds must be in compliance with UTA's Travel Policy (UTA.02.07) and the U.S. General Services Administration (GSA) per diem rates

35. **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.

36. **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.

37. **REVOLVING DOOR RESTRICTIONS**

UTA Ethics Policy requires Board approval for the award or amendment of a contract with a consultant that has hired a former UTA employee or who are represented by a former employee where the former employee left UTA employment within the 12 months prior to the contract award or amendment. Approval will not be given if there is a strong appearance of an unfair competitive advantage.

38. **AMENDMENTS**

Any amendment to this Contract must be in writing and executed by the authorized

representatives of each party.

**39. 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.

**40. 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, 10, 14, 15, 17, 18, 19, 20, 23, 29 and 30.

**41. RIGHT TO RELY UPON UTA-PROVIDED INFORMATION**

Consultant is entitled and will rely upon the accuracy, completeness, currency and non-infringement of information and data provided by UTA or obtained from generally accepted sources within the industry, except to the extent such verification by Consultant may be expressly required as a defined part of the services.

**42. CONSTRUCTION RESPONSIBILITY**

- a. Consultant shall have no responsibility for (i) construction means, methods, techniques, sequences or procedures; (ii) the direction of contractors' personnel; (iii) selection of construction equipment; (iv) coordination of contractors' work; (v) placing into operation any plant or equipment; or (vi) contractors' failure to perform the work in accordance with any applicable construction contract. Consultant shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of UTA, contractors or others at the project site ("Project Site") other than Consultant's employees, subconsultants and vendors.
- b. In the event that the services include construction observation or similar field services, Consultant's responsibility shall be limited to determining general conformance with the design. Visits by Consultant to the Project Site and observations made by Consultant shall not relieve the contractors of their obligation to conduct comprehensive inspections of the construction work sufficient to ensure conformance with the intent of the construction contract documents, and shall not relieve the contractors of their responsibility for means, methods, techniques, sequences and procedures necessary for coordinating and completing all portions of the construction work and for all safety precautions incidental. Thereto.

**43. OPINIONS OF PROBABLE CONSTRUCTION COSTS**

Any opinions of probable construction costs provided by Consultant represent Consultant's good

faith professional judgment in light of its experience, knowledge and the information reasonably available to Consultant at the time of preparation of the opinion. However, since Consultant has no control over the market, economic conditions or the bidding procedures, Consultant, its directors, officers and employees and subconsultants do not make any guarantees or warranties whatsoever, whether express or implied, with respect to such opinions and accept no responsibility for any loss damage arising therefrom or in any way related thereto.

**44. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES**

Notwithstanding any other provision to the contrary in this contract and to the fullest extent permitted by law, in no event shall either party, its parents, affiliates and subsidiaries or their respective Directors Officers or Employees be liable to the other for any indirect, incidental, special, consequential or punitive damages whatsoever (including, without limitation, lost profits, loss of revenue, loss of use or interruption of business) arising out of or related to this contract, even if advised of the possibility of such damages, and consultant hereby releases UTA and UTA hereby releases consultant from any such liability.

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:**

**CONSULTANT:**

By:  
Jay Fox  
Executive Director

Date:

DocuSigned by:  
By: *Erin Jacobs* Date: 3/8/2024  
Erin J COBS, AVP Principal-in-Charge  
Fed ID# 95-2661922

By:  
David Hancock  
Chief Service Development Officer

Date:

Approved as to Content and Form

DocuSigned by:  
By: *Mike Bell*  
70E33A415BA44F6...  
Mike Bell, AAG State of Utah  
And UTA Legal Counsel

Date: 3/8/2024

Reviewed & Recommended

By:  
David Osborn,  
UTA Project Manager

Date:

## **EXHIBIT A – SCOPE OF WORK**

AECOM will assist UTA in developing the scope, schedule, and budget for the Project outlined herein.

The general scope of work for the Mt. Ogden Administration Building services includes, but is not limited to the following:

- Schematic design phase to assess the needs and identify the layout, primary elements, and costs of the building utilizing the standards that will be provided by UTA.
- Design development phase to advance the design and provide a probable construction cost estimate. During this phase the consultant will submit the Predevelopment Application to the City for review and comments.
- Provide topographical survey required to complete design.
- Provide geotechnical investigations and report required to complete design.
- UTA will prepare any necessary environmental documentation. The design team will support in preparing figures based on the design as necessary.
- Construction documents phase to include the required drawings, specifications, and detailed cost estimate to bid the project to prospective contractors. This phase will also include assisting UTA with obtaining the necessary building permits.
- Bidding phase services to include assisting in advertising of the project for bids, responding to bidder's questions, preparing clarifications or addenda as required, reviewing the bids, and recommending award of the construction contract.
- Construction phase services to include attending construction meetings; making periodic visits to the site to observe the progress and quality of the work to determine if the work is proceeding in accordance with the Contract Documents; consulting with UTA and issuing all instructions to the contractor; reviewing or preparing change orders as required, responding to RFIs; checking and approving samples, shop drawings, tests of material and equipment for compliance with the design concept; conducting substantial and final impactions of the project; and preparation of as-built drawings and any other services identified by the A/E to assist UTA in the construction of the Project.
- Any other items to have a complete functioning building.

PROJECT INFORMATION:

The project consists of a new administration building for Utah Transit Authority on the Mt. Ogden campus. The project budget is \$11,700,000. It is assumed for this fee preparation that the site of the new building has been decided before Schematic design starts.

- Review the existing Mt. Ogden facility conceptual site plan.
- Prepare plans and specifications for a new administration building.
- Disciplines to be provided; civil, structural, architecture, electrical, plumbing, mechanical, technology.
- Prepare predevelopment application and submit to the city.
- Submit final plans for final building permit.
- Bid Support.
- AECOM will utilize owner provided software(Procore) to manage deliverables and construction management.
- Construction support.

The cost proposal is assuming the same types of spaces in the conceptual site plan program document and this program will be analyzed and reduced to accommodate the budget outlined above. During the Schematic design phase the layout will accommodate the full build out and after this initial plan is documented the construction documents will only detail the construction planned for 2025.

Project Objectives:

The primary objective of the initial phase is to validate the overall square footage requirement – based on the previous programming effort – and to determine the facility square footage plan for the 2025 construction phase. This phase will focus on an efficient design that meets the project needs within the available budget. The design will allow for future expansion. We will also analyze sustainability strategies especially in terms of energy efficiency as allowed by the budget.

SPECIFIC DESIGN REQUIREMENTS:

Provide the following deliverables in accordance with the anticipated scope of work.

Basic Services

AECOM will provide issued-for-construction (engineered, sealed, and signed) digital drawings and specifications, analysis and supporting calculations, and Construction Administration services as outlined within this Exhibit.

## Task 1.0 – Project Management

### Task 1.1 – Kickoff and Design Workshop

AECOM will conduct a hybrid kickoff meeting with virtual and in person attendance and design workshops to inform and obtain input from project team stakeholders.

It is anticipated the Owner will provide Project Management for the project to oversee contract administration, the General Contractor, UTA personnel and stakeholders. AECOM will provide a Project Manager to oversee the task order, technical scope of work, construction document development and general project coordination with the design team.

We anticipate the following AECOM staff in attendance:

- Architect/Project Manager, Transit Planner, Landscape Architect, Civil Engineer in person, with Structural Engineer, Electrical Engineer, Mechanical Engineer, and Technology designer attending virtually.

The objectives of the design workshop are to:

- Review existing programming and determine critical items and potential areas of reduction.
- Identify, confirm, and schedule Owner's equipment to be installed in the building.
- Review UTA design standards.
- Identify existing interior finishes and strategy for addition.
- Determine any considerations for existing site.
- Locate the final position of the building and integration with the existing building.
- The final location of the building and exterior improvements will be decided.

### Task 1.2: Project Workshops and Meetings

Workshops and meetings will be conducted throughout the project to inform and obtain input from Project Team stakeholders. AECOM and the Owner will prepare agendas and minutes, as appropriate, for all meetings and workshops (except as specifically noted in this Exhibit). It is anticipated that there will be virtual weekly 60-minute meetings throughout the duration of design with disciplines having staggered attendance when required.

### Task 1.3: Quality Assurance and Documentation Reviews

Work performed under this task will include review of all deliverables at each deliverable milestone, prior to issuance to the Owner. AECOM will follow the AECOM Quality Plan providing review and verification in accordance with our

Company procedures and guidelines. Qualified Technical Reviewers and Interdisciplinary Reviewers for each discipline will be provided by AECOM

#### Task 1.4: Project Management Activities

Additional Project Management Activities include:

- AECOM personnel management, staffing, coordination, and resource loading
- Project status updated to the Owner in the form of meeting minutes and monthly progress reports
- Budget oversight and change management
- Milestone Invoicing

Task Summary - Required Deliverables:

*The following deliverables will be provided as part of Task 1.0, representing Schematic Design package.*

- Kickoff meeting minutes
- *Design Workshop Meeting Minutes*
- Progress meeting notes

Task 2.0 – Schematic Design and Needs Assessment - Program verification, initial design, sustainability

Task 2.0 – AECOM Activities Include:

Following Task 1.0 and Owner approval of site selection and preliminary program; Schematic Design shall be completed and presented for approval. It is our understanding that the completed SD package shall represent the project design at a stage of completion of schematic floorplan, initial massing, AECOM will provide sufficient design documentation that a high level construction cost opinion can be developed by AECOM cost estimators to help make decisions on best ways to utilize available funds.

#### Task 2.1 – Design Workshop

Work under this task includes incorporation of meeting minutes, and design workshop comments into the Contract documents. The design workshop is intended establish project goals, validate the programming at 2050 and determine a reduced program to be constructed for the available budget. The program established here may change as design progresses and costs are refined. Owner directed changes following an accepted Schematic Design will be considered a change.

#### Task 2.2: Data Gathering

Work performed under this task will include review of contract documentation, existing site data (as available) and formalized input request from local Utility providers for site utility information (electrical, sewer, communication, gas, etc.). Data gathering may also include surveys to user groups for the building.

#### Task 2.3 – Specifications

Specifications will be developed with a hybrid approach where some finishes selected will be noted on drawings, as well as some equipment. The specification manual will note requirements of the contractor and major building systems. At schematic Design Specifications will not be prepared.

#### Task 2.4 – Design Drawings

Work under this task includes preparing SD drawings including limited plans, adjacencies, site plans. Major mechanical and electrical equipment will be identified.

#### Task 2.5 – Sustainability

At schematic design, a high level analysis of mechanical systems will be completed to set goals for energy efficiency for the allowed budget.

#### Task 2.6 – Schematic Design Review Cycle

The Schematic Design drawings will be delivered to UTA for review.

Official review cycles will consist of AECOM submitting all required milestone deliverables and allowing the Owner a review period. AECOM will collect, consolidate and transmit Owner review comments (in electronic format). AECOM will provide comment responses and attend a comment review meeting (via teleconference) to discuss items not resolved or addressed via the comment cycle.

AECOM's proposal assumes that the Owner review comments will be commensurate with the project progress, and will not modify the project scope or objectives without a modification to the contract. AECOM will notify the Owner of any items that require work outside of the contract.

#### Task Summary - Required Deliverables:

*The following deliverables will be provided as part of Task 2.0, representing Schematic Design package.*

- *Full-Sized drawings (matching the final construction document sheet layout and size)*
- *Schematic Massing of the building*
- *Program Documentation*

### Task 3.0 – 30% Design Development

#### Task 3.0 – AECOM Activities Include:

Following Task 2.0 and Owner approval of conceptual layouts, Design Development Documents shall be completed and presented for approval. It is our understanding that the completed 30% DD package shall represent the project design at a stage of completion of engineering design that a contractor can use to construct the building. The deliverables will be limited to Specification Table of contents, drawings, and opinion or probable cost as outlined below.

#### Task 3.1 – Specifications

The specifications at the 30% Design Submittal will be consist of a table of contents only.

#### Task 3.2 – Design Drawings

Work under this task includes preparing DD drawings including new construction and equipment access planning, site plans.

#### Task 3.3 – Cost Estimate

The cost estimate will contain a probable construction cost estimate to be refined as design progresses. The cost estimate at this stage will be utilized to further refine the program or building options to bring the cost back in line prior to progressing with the 60% design.

#### Task 3.4 – Predevelopment Application

AECOM will prepare a pre-development application for UTA for review and comments. The predevelopment application will be based on the design as it stands at 30%. The geotechnical investigation and site survey are anticipated to be completed after final location of the building is determined.

#### Task 3.5 – Design Development Review Cycle

The Design Document drawings and specifications will be delivered to UTA for review.

Official review cycles will consist of AECOM submitting all required milestone deliverables and allowing the Owner a review period. AECOM will collect, consolidate, and transmit Owner review comments (in electronic format). AECOM will provide comment responses and attend a comment review meeting (via teleconference) to discuss items not resolved or addressed via the comment cycle.

AECOM's proposal assumes that the Owner review comments will be commensurate with the project progress and will not modify the project scope or objectives without a modification to the contract. AECOM will notify the Owner of any items that require work outside of the contract.

Task Summary - Required Deliverables:

*The following deliverables will be provided as part of Task 3.0, representing Construction Documents package.*

- *Digital Preliminary Full Specifications*
- *Digital 30% Design Documentation Full-Sized drawings*
- Cost estimate initial layout and high level pricing
- Predevelopment application package for city

Task 4.0 – 60% Design Submittal

Following Task 3.0 and Owner approval of Design Documentation plans and building systems, 60% Design Documents shall be completed and presented for approval. The deliverables will be limited to Specification, Drawings and Cost Estimates outlined below.

Task 4.0 - AECOM Activities Include:

Task 4.1 – Specifications

A Table of contents for the necessary specifications and partially edited specifications will be provided at the 60% submittal. Partial edits of the specifications will include removal of unnecessary materials only.

Task 4.2 – Design Drawings

Work under this task includes preparing CD drawings including new construction and equipment access planning, site plans. The development of the 60% drawings will be commiserate with AIA guidelines.

Task 4.3 – Cost Estimate

Work under this task includes preparing CD drawings including new construction and equipment access planning, site plans. Major mechanical, Technology, and electrical equipment will be identified and scheduled.

Task 4.4 – Design Development Review Cycle

The Design Document drawings, specifications and cost estimate will be delivered to UTA for review. The review at this submittal is assumed to be the same as defined in Task 3.4.

## Task 5.0 – Final Design Submittal Package

Following Task 4.0 and Owner approval of 60% Construction Documentation plans and building systems, Final Construction Documents shall be completed and submitted for building permit. It is our understanding that the completed CD package shall represent the project design at a stage of completion of engineering design that a contractor can use to construct the building. The deliverables will be limited to Specification, Calculations, Drawings and Cost Estimate as outlined below.

### Task 5.0 - AECOM Activities Include:

#### Task 5.1 – Specifications

A set of specifications will lay out the full requirements of the project including equipment and contractor requirements.

#### Task 5.2 – Construction Drawings

Work under this task includes preparing Construction Drawings for new construction and equipment access planning, site plans. Mechanical, technology, and electrical equipment will be identified and scheduled.

#### Task 5.3 – Supporting Calculations

Work performed under this task will include calculations as required to support the engineering design. Calculations will be submitted for permit.

#### Task 5.4 – Cost Estimate

A cost estimate will be developed to be able to help UTA put the project out to bid to prospective contractors. Cost estimate will be developed based on the final design to be used to validate bid proposals received from bidding parties.

#### Task 5.5: Permitting Support

AECOM will compile drawings, calculations, specifications and other design requirements for submittal to the Authority having Jurisdiction (AHJ) to be able to facilitate a building permit. AECOM will participate in up to one AHJ meeting if required for response to comments. Should permit comments be provided AECOM will provide responses to the comments and make modifications to the construction documents via one addenda as required.

## Task 6.0 – Bidding for Construction Support

### Task 6.0 - AECOM Activities Include:

#### Task 6.1: Advertising for Bid

AECOM will compile and provide owner with Contract Documents to support bidding. AECOM will provide a brief project summary to support bid documents. It is assumed that UTA will prepare bidding documents necessary for procurement and contracting of bids and that no support will be required by AECOM.

#### Task 6.2: Bidding Support

AECOM will respond to bidder questions within the advertised bidding period. It is anticipated that AECOM will need 2-3 days to prepare responses to bidder questions. It is assumed UTA will provide AECOM with batches of questions for response and that AECOM will not have any direct communication with bidders. Should an addenda be required to respond to bidder question AECOM will prepare the addenda as required. It is anticipated that UTA will award the construction contract to a general contractor. AECOM will review these scopes of service as well as answer contractor questions during bid time.

#### Task 6.3: Additional Bid Support Activities

AECOM will review the bids submitted for scope compliance with the construction documents, and qualifications of the contractor to make a recommendation of contractor selection. AECOM has not included bid leveling to recommend the best value contractor; but can provide this services as an additional service to this contract.

- AECOM bid review
- Drawing Addenda if required.

#### Task 7.0 – Construction Support

Following selection of General Contractor, award of construction permits and notice to proceed for Construction administration services, AECOM will provide the following support services:

Task 7.0 - AECOM activities include:

##### Task 7.1: Bi-Weekly Construction Meetings

It is assumed that the Owner, Architect, and Contractor (OAC) will conduct Bi-Weekly (every other week) one hour construction meetings (via teleconference) to review construction progress, review contractor requests for payment, contract status and manage change. AECOM Project Manager and one additional design team member will be in attendance for these meetings for the anticipated construction duration of 12 months.

##### Task 7.2: Construction Site Visits

It is anticipated continuous field presence by AECOM is not part of this project. AECOM will conduct up to 2 site visits per month to witness the construction progress of the general and sub-contractors: verify their work is proceeding in accordance with the Contract Documents and meets the intent of the design; and prepare punch list items. These site walks are not inspections of construction technique and quality. It is anticipated that these site visits are done by Utah based AECOM staff along with up to 1 visit per month by non-local based staff.

AECOM has assumed the following construction site visits will to be attended by Architect/Engineer of Record or qualified staff for each discipline:

- 60% Structural Superstructure Completion
- 10% Enclosure construction Architecture review
- 60% Mechanical completion (rough-in, progress)
- 90% Structural Superstructure Completion
- Architecture wall and box placement review
- 75% Electrical completion
- 90% Substantial Completion Punchlist (attended by: Mechanical, Electrical, Architectural, Landscape, Civil, Technology)
- 100% Final Punchlist (attended by: Mechanical, Architecture, Landscape)

#### Task 7.3: Construction Change Management

Work under this task includes review of contract document change instructions issued by the Architect and preparation of revised contract documents as required for Construction. Owner-directed changes are not included in this scope of work.

#### Task 7.4: Review of Request for information

Work under this task includes review of contract RFI'S. It is anticipated that the contractor proposes solutions along with the question in the RFI's. AECOM will review RFI's along with the owner for the best consensus solution. RFI's are not to be used as an avenue to change the documents, just to clarify. AECOM reserves the right to negotiate additional services excessive RFI's or RFI's that do not contain necessary information or solutions.

#### Task 7.5: Shop Drawing and Submittal Review

Work under this task includes review of shop drawings and submittals prepared by the contractor in accordance with specification requirements. Incomplete submittals will be rejected without review. AECOM reserves the right to negotiate additional services efforts to review poorly formatted

reviews, multiple reviews of resubmitted packages, and expedited review (standard review time will be outlined in the specification requirements).

#### Task 7.6: Test of Material and Equipment for Compliance with the Design Compliance

Work under this is excluded from this scope and fee. Testing of materials and equipment will need to be completed by a third-party. Should the owner want AECOM to complete this work as part of construction a specific scope of services and associated fee will need to be developed based on the final design, materials selected, and testing required.

#### Task 7.7: As-Built Drawings

As-Built drawings will be prepared by AECOM based on redlines and markups provided by the contractor to include RFI responses, submittal changes and as-built conditions. The as-built process will not include validation of the accuracy of the redlines. As-builts will be prepared for the drawings but will exclude the specifications. Final as-builts will be delivered electronically to UTA on a USB drive.

### ASSUMPTIONS

This proposal has been prepared based on the following assumptions overlying:

#### *Site -*

- The site will be modified to accommodate the new building with new parking, vehicle access and a new private driveway.
- *On site improvements will include the new building, associated parking areas, sidewalk, curbs & gutter.*
- *New utility connections for sewer, culinary and fire water, roof drainage and on-site storm water management are anticipated for this project. The connection points for utility are anticipated to be 17th Street and it is anticipated that the exiting mains have capacity for new development. If the connections are beyond 50-feet from site boundaries or need improvements, this work is assumed to be out of scope. Any new gas lines will be completed by the Gas Company and the civil engineer will coordinate as needed.*
- *As part of the site improvements retention/detention ponds may need to be created in landscaping to hold all additional storm water.*
- *Large retaining walls are not anticipated on site and are excluded form this scope of work.*

#### *Building -*

- The building addition will be new, meeting the specifications of the project.
- AECOM anticipates the project to be design, bid, build, but if UTA decides to adjust to a CMGC we will work with UTA to adjust design scope as necessary.

- AECOM has excluded the scope associated with procurement, and transportation of all equipment and construction of the building at the project site. It is assumed the Owner will provide allowances to the General Contractor to perform these services.
- AECOM will be provided with equipment specifications and requirements at the start of design, and it is assumed that the equipment will not change after the start of the project.
- AECOM assumes that there are adequate utilities available at the site and will not be required to bring new utility services or upgrade existing utilities on the site.
- It is anticipated foundation design for the site will be shallow foundations with a slab on grade. Pending the result of the geotechnical investigation results AECOM may request a change order if this assumption is different.
- It is anticipated that UTA will provide a TPOC (Technology Point of Contact) for coordination of technology work on this project.
- UTA will provide technology, infrastructure, and networking standards at project kickoff.
- It is anticipated that internal network design is being provided by UTA.
- UTA will instruct the contractor to provide AV design if required by project.
- The technology design will not extend beyond 30 feet from building.
- It is anticipated that the contractor or owner will employ a 3rd party inspector during construction to inspect structural weld and other components outlined in the specifications.
- A 3D model will be created as part of design, but only the 2D documents will be provided as part of the construction documents. The 3D model may be used during meetings.
- Renderings – No photo realistic renderings are included in this scope of work. A 3D model will be used to communicate intent during the design development.
- Permitting Support – AECOM assumes no coordination with zoning or zoning modifications will be required as part of this project.
- Deliverables – Deliverables are assumed to be electronic and will not be printed for distribution. It is also assumed that permit submittals will be electronic.

*Current UTA Mt. Ogden Campus -*

- If any there is any documentation of onsite utilities or systems that need to be tied into - Any available files available, including the site, plumbing, and electrical will be provided at the kickoff meeting.
- Subsurface utility designation and potholing to verify existing utilities has been excluded from this scope of work.
- UTA will facilitate internally with UTA employees and facility departments any meeting attendance, review of deliverables or involvement with the project necessary.
- Owner will obtain necessary approvals for site access to property and/or any adjoining properties prior to commencement of field work.

*Construction Budget* – The total budget for the administration facility and associated site improvements is \$11.7 Million. If project funding significantly increases or decreases we respectfully reserve the right to renegotiate the scope or work and fees.

*Construction Schedule* – AECOM will help develop and anticipated duration of construction but will not provide a detailed construction schedule. February 28, 2024 SOW A&E UTA Mt Ogden

*Schedule* – If notice is given after the previously stated start date; or if owner review periods exceed the time period allowed. AECOM respectfully reserves the right to renegotiate the project schedule. We understand the need to provide accurate pricing for the funding request and have worked to provide a schedule that allows for that milestone.

*Design & Construction Standards* – Any Developer or Owner design and construction standards; will be provided to AECOM for reference prior to commencement of design. AECOM will follow City Zoning and overlay regulations; City of Ogden guidelines and requirements unless directed otherwise.

*Significant Changes* – Significant changes to the design after approval of the Design Development phase has been given will be subject to additional services fees.

*Value Engineering* – Allowances for formal value engineering meetings and facilitators are not included in this scope or work. It is assumed that decisions required based on cost will occur at progress meetings or at milestone review meetings.

*Environmental Assessments and Documentation* – UTA will be preparing the necessary environmental documentation as required. It is anticipated that there are not special environmental conditions that need to be considered for the design of the new administration facility. Any information necessary for design development, of permit or construction specifications will be provided by UTA. Any necessary environmental clearances will be provided to the design team and are not included in this scope of work.

*Geotechnical Investigation* – Three borings and the associated geotechnical report and design recommendations has been included in this scope of work. The borings and associated report will be prepared for one building site only. Should the building site be moved following the initiation of the geotechnical borings, AECOM will request additional fee for additional sites.

*General* – Assumptions as to work product, deliverables and design approach are made throughout this proposal. Any work not specifically included in this proposal will be subject to additional services fees and will be negotiated separately.

*Specifications* – It is assumed that UTA will prepare Division 0 specifications and has standard Division 1 specifications to use as a basis. AECOM has not included in this scope of

work the development of Division 0 and has only included minor modifications to Division 1 specifications.

*Other* – All submittals are assumed to be electronic, and no printed copies will be provided. Hard copies will be provided for permit purposes if required.

## EXCLUSIONS

AECOM is capable of providing the following services and would be willing to add any of these services to our program as an additional service at the request and approval of Utah Transit Authority, if needed. For purposes of the proposed cost estimate, these items are not included.

*Reference Information* – It is assumed that UTA will provide at or before the kick off meeting any pertinent information to the design and site such as existing site plans showing utilities, space standards for building design, design guidelines, reference specifications and any information pertinent to understanding the construction budget of the project. Information not provided at this time may delay schedule, and information provided later in design may necessitate a change order.

*Warehouse Design* – It is anticipated that the warehouse indicated on the masterplan is not currently in this project.

*Specialized Technology Design* – PDAS, CDAS, private land mobile radio system design, RF systems, networking equipment design, network design are excluded from this project.

*Communication Design* – System integration, Telephony, and Paging is anticipated to be completed by an owner provided 3rd party if required.

*CCTV VMS* – This scope is not anticipated for this project. AECOM will work with UTA contractor to locate camera symbol and provide data on the plans for this work.

*Bus Canopy* – It is anticipated that the bus canopy indicated on the masterplan is not currently in this project.

*LEED* – The pursuit and certification of sustainable accreditation(s) such as LEED, Envision, WELL, or similar are excluded from this project. Sustainability strategies will be employed but submission LEED accreditation specifically is excluded. This scope could be included as additional service at the request of UTA.

*OHSA* – The design will follow applicable building codes in Ogden, Utah. If there are OSHA specific items or Factory Mutual requests the owner wants followed those items will be

required to be directed by owner to design team. OSHA will not be reviewed as a standard for building design.

*Construction Safety* – Construction site safety plans, training and supervision of the General Contractor during actual construction are not included.

*Construction Means and Methods* – AECOM will not be responsible for directing or overseeing contractor during construction, additionally AECOM will not be responsible for construction means and methods.

*Renewable Technologies* – Design of renewable energy technologies (wind, solar, geothermal) are excluded from this project.

*Commissioning* – Commissioning of building systems is excluded from this project. Commissioning, if required, may become a requirement of the project through specification – requiring the Contractor to provide these services. Note that any commissioning effort beyond the normal test and balance contractor requirements will be required additional services.

*Full LCCA* – In depth life cycle cost analysis is excluded.

*Structural floor over cavity* – It is anticipated the foundation design will be a shallow foundation and slab on grade. If liquified soils are discovered additional floor design will be required and are not currently in the project.

*Telecom and Security* – Electrical drawings will show conduit and device locations for telecom, and security as required by the Owner, but integration, programming, et al. has been excluded.

*Hazardous Materials* – No design of handling or disposing of hazardous materials are expected, this includes hazardous soils, equipment, artifacts, etc.

*Long-Term Waste Management* is not included in this scope of work.

*Fire Protection & Fire Alarm* – Full design of fire protection and Fire Alarm are excluded from this project. Required systems will be specified as performance-based delegated design as required to meet code as well as designing a space for fire alarm panel.

*Site Survey* – Site survey includes the planned building site and access road to 17th street and currently excludes survey of pothole locations to verify utilities.

*Traffic Impact Study* – A traffic study is excluded from this project, public street improvement design are also excluded.

*Fire Flow Testing* -Fire flow testing is excluded from this project.

*Certification of record drawings* – Record drawings are included in the project but the certification of any record or as-builts are not included.

*Permitting Fees* – AECOM will not be responsible for permitting fees associated with the permit submittal .

*Furniture* – Furniture selection is not included in the scope of this project, General sizes will be included for space planning purposes and understanding of potential layout of rooms.

*General* –Any work not specifically included in this proposal is assumed to be excluded.

### PROPOSED SCHEDULE

A Notice to Proceed will be issued on or before	April 10, 2024
Program Validation	May 01, 2024
Sustainability Strategies	May 10, 2024
Schematic Design	June 18, 2024
UTA Review Complete	July 2, 2024
Value Engineering	July 19, 2024
30% Design Development	September 6, 2024
UTA Review Complete	September 20, 2024
Value Engineering	October 1, 2024
60% Construction Documents	December 2, 2024
UTA Review Complete	December 13, 2024
Final Construction Documents for Permit & Construction	January 10, 2025
Permit & Bidding	7 Weeks
Construction Start	Winter 2025
Construction End	Winter 2026

**EXHIBIT B – PRICING****FULLY-BURDENED LABOR RATE SUMMARY**

<b>CONTRACT LABOR CATEGORY</b>	<b>Year 1</b>		<b>Year 2</b>	
	<b>3-1-24 to 2-28-25</b>		<b>3-1-25 to 2-28-26</b>	
	<b>Direct Rate</b>	<b>Fully Burdened Rate</b>	<b>Direct Rate</b>	<b>Fully Burdened Rate</b>
Principal	\$100.14	\$248.43	\$103.28	\$256.21
Project Manager	\$79.69	\$197.69	\$82.18	\$203.88
Sr. Project Architect	\$76.09	\$188.77	\$78.47	\$194.68
Transit Planner	\$74.11	\$183.85	\$76.43	\$189.61
Project Architect	\$64.71	\$160.53	\$66.74	\$165.56
Project Designer	\$55.33	\$137.26	\$57.06	\$141.56
Sr Structural	\$82.60	\$204.92	\$85.19	\$211.34
Mid Structural	\$59.60	\$147.87	\$61.47	\$152.50
Jr Structural	\$41.26	\$102.37	\$42.56	\$105.57
Sr Mechanical	\$81.22	\$201.50	\$83.77	\$207.82
Mechanical	\$60.93	\$151.16	\$62.84	\$155.89
Plumbing	\$41.00	\$101.72	\$42.29	\$104.91
Sr Electrical	\$86.75	\$215.21	\$89.47	\$221.95
Electrical	\$63.20	\$156.80	\$65.19	\$161.72
Sr Fire Protection	\$81.22	\$201.50	\$83.77	\$207.82
Fire Protection	\$60.93	\$151.16	\$62.84	\$155.89
Sr Cost Estimator	\$88.96	\$220.69	\$91.74	\$227.60
Cost Estimator	\$71.71	\$177.91	\$73.96	\$183.48
Sr Landscape	\$70.83	\$175.72	\$73.05	\$181.23
Mid Landscape	\$47.76	\$118.49	\$49.26	\$122.20
Landscape	\$35.10	\$87.07	\$36.20	\$89.80
Construction Admin	\$40.31	\$100.01	\$41.57	\$103.14
Controls	\$49.86	\$123.70	\$51.43	\$127.58

**NOTE: The Indirect Cost Rates are prepared in accordance with Part 31 of the Federal Acquisition Regulations (FAR) for the twelve months ended September 30, 2022 by Cleary Government Services, LLC.**

## Estimated Level of Effort

The cost summary of AECOM’s estimated level of effort to conduct the services is \$1,149,367 for labor and reimbursables as outlined and further defined below and included in the attached Fee Worksheets *Appendix VIII – Mt. Ogden Pricing\_Form\_23-030803VW.xls* from the RFQu. The fee is a fixed fee based on labor rates. No work will be completed beyond the approved contract value without prior authorization from Utah Transit Authority. Additional services may be requested by the Owner as required. A general summary of the costs are noted below.

Task Identification	Proposed Fee Allowance – excludes ODC’s
Task 1.0 – Project Management	\$68,757
Task 2.0 – Schematic Design and Needs assessment	\$199,540
Task 3.0 – 30% Design Submittal	\$211,538
Task 4.0 – 60% Design Submittal	\$231,317
Task 5.0 – Final Design Submittal Package	\$137,645
Task 6.0 – Bidding for Construction	\$20,645
Task 7.0 – Construction Support	\$195,425
Total	\$1,064,897

Labor Rates are based on audited rates for years 2024 & 2025.

Reimbursable expenses will be invoiced will be in compliance with UTA’s Travel Policy (UTA .02.07) and the U.S. GSA per diem rates. Anticipated reimbursable include the following items. :

- Travel
- Priority Mail
- Printed Hard Copy Documentation
- Parking / Mileage

Below are AECOM and Subconsultant anticipated costs for reimbursables.


Task Identification		Proposed Reimbursables
Task 1.0 – Project Management	6 trips	\$6,600
Task 2, 3, 4, 5 – Design Phases	8 trips	\$8,800
Task 7.0 – Construction Support	18 trips	\$19,800
AECOM Reimbursables	32 trips	\$35,200
Technology Subconsultant	4 trips	\$8,800
Geotech Borings & Survey		\$40,500
Total Reimbursables		\$84,500

**Not to exceed \$1,149,397 (Reimbursables \$84,500 plus overall Total \$1,064,897)**



**Appendix VIII Pricing Form** Pricing form must be prepared at the same time as the consultant prepares a response to this solicitation  
**\*\*Please supply a copy of the Audited Rates**

23-03803VW Mt. Ogden Administration Building A/E Consultant Services Pricing Form																		
IGES Inc.																		
	Employee Name	Brett Mickelson	Jared Hawes, P.E.	Peter Doumit, P.G.	Remy Thigpen, EIT	Gus Pyle	Abbey Johnson	Daniel Seely, P.E.	Jerry Flannery	Bonnie Rice	Philip Whelan	Ricky Hoang	Sarah Echols	Megan Valdez	Yanni Philipopolous	COST	Hours by Task	Cost by Task
	Title/Role	Principal Engineer	Sr Engineer / Project Manager	Senior Geologist	Staff Engineer	Staff Geologist	Administration	Laboratory Director	Laboratory Manager	Sr. Laboratory Technician	Sr. Laboratory Technician	Laboratory Technician	Laboratory Technician	Geophysicist	Jr. Geophysicist	Drilling, Excavation Equipment	Hours by Task	Cost by Task
1	Project Management	2	12				8	2	4								28	\$ 4,278
2	Schmatic design and needs assessment		4	4	2												10	\$ 1,486
3	30% Design Submittal		8	2	24	24		2	8	16	16	24	24	16	16		180	\$ 16,702
4	60% Design Submittal		4	2	4	2											12	\$ 1,533
5	Final Design Submittal Package	2	4	2	8	4											20	\$ 2,530
6	Bidding for Construction		4		4												8	\$ 1,066
7	Construction Support		8		12												20	\$ 2,516
8	ODC															13600		\$ 13,600
	Total Hours	4	44	10	54	30	8	4	12	16	16	24	24	16	16		278	
	Basic Hourly Rate (\$)	\$78.37	\$59.24	\$53.00	\$33.25	\$28.00	\$36.19	\$69.20	\$47.12	\$30.00	\$33.00	\$25.00	\$23.50	\$36.06	\$30.00			
	Audited Overhead Rate %	\$123.32	\$93.22	\$83.40	\$52.32	\$44.06	\$56.95	\$108.89	\$74.15	\$47.21	\$51.93	\$39.34	\$36.98	\$56.74	\$47.21			
	Fee %	\$24.20	\$18.30	\$16.37	\$10.27	\$8.65	\$11.18	\$21.37	\$14.55	\$9.26	\$10.19	\$7.72	\$7.26	\$11.14	\$9.26			
	Fully Burdened Rate	\$225.90	\$170.76	\$152.77	\$95.84	\$80.71	\$104.32	\$199.46	\$135.82	\$86.47	\$95.12	\$72.06	\$67.74	\$103.94	\$86.47			
	Labor Costs	\$904	\$7,513	\$1,528	\$5,175	\$2,421	\$835	\$798	\$1,630	\$1,384	\$1,522	\$1,729	\$1,626	\$1,663	\$1,384			
	<b>Total Cost</b>																	<b>\$43,711</b>

Proposers Signature   
 Date: 7 February 2024

**Appendix VIII Pricing Form Pricing form must be prepared at the same time as the consultant prepares a response to this solicitation**

**\*\*Please supply a copy of the Audited Rates**


<b>23-03803VW Mt. Ogden Administration Building A/E Consultant Services Pricing Form</b>						
<b>Meridian Engineering, Inc.</b>						
	Employee Name	<i>Mark Cook, PE</i>	<i>Fabrizio Parra</i>	<i>Alex Yanez</i>	<i>Hours by Task</i>	<i>Cost by Task</i>
	Title/Role	<i>Civil Engineer Project Manager</i>	<i>Project Engineer</i>	<i>Civil Designer CADD</i>	<i>Hours by Task</i>	<i>Cost by Task</i>
<b>1</b>	<b>Schematic design</b>	32	18	0	50	\$ 6,577
<b>2</b>	<b>Design Development</b>	10	23	45	78	\$ 8,491
<b>3</b>	<b>Construction Documents</b>	20	40	100	160	\$ 17,293
<b>4</b>	<b>Bidding Phase</b>	8	18	10	36	\$ 4,167
<b>5</b>	<b>Construction Services</b>	10	30	13	53	\$ 6,109
	Total Hours	80	129	168	377	
	Basic Hourly Rate (\$)	\$50.00	\$40.00	\$35.00		
	Audited Overhead Rate %	1.554	1.554	1.554		
	Fee %	0.11	0.11	0.11		
	Fully Burdened Rate	\$141.75	\$113.40	\$99.22		
	Labor Costs	\$11,340	\$14,628	\$16,669		
	<b>Total Cost</b>					<b>\$42,637</b>

Proposers Signature Mark Cook

Date: 2/6/2024



Appendix VIII Pricing Form Pricing form must be prepared at the same time as the consultant prepares a response to this solicitation **Please supply a copy of the Audited Rates																	
23-03803VW Mt. Ogden Administration Building A/E Consultant Services Pricing Form																	
Keleusmatic Technologies, Inc.																	
	Employee Name	Michael Yu Principal, RCDD	Jerry Vicente Designer	-	-	-	-	-	-	-	-	-	-	-	Hours by Task	Cost by Task	
1	Project Management																
2	Schematic design and needs assessment	40	40												80	\$ 14,840	
3	30% Design Submittal	16	40												56	\$ 10,136	
4	60% Design Submittal	16	40												56	\$ 10,136	
5	Final Design Submittal Package	8	16												24	\$ 4,368	
6	Bidding for Construction	8	0												8	\$ 1,568	
7	Construction Support	160	40												200	\$ 38,360	
	Total Hours	248	176	0	0	0	0	0	0	0	0	0	0	0	424		
	Basic Hourly Rate (\$)	\$78.50	\$70.09														
	Audited Overhead Rate %	\$99.70	\$89.01														
	Fee %	\$17.82	\$15.91														
	Fully Burdened Rate	\$196	\$175														
	Labor Costs	\$48,608	\$30,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
																<b>Total Cost</b>	<b>\$79,408</b>

Proposers Signature 

Date: 05-February-2024