



UTA CONTRACT NO. 21-03433BM

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement is entered into and made effective as of the latest date on the signatures 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 WSP USA INC., a New York, New York Corporation ("Consultant").

RECITALS

- A. UTA desires to hire professional services to complete right-of-way survey/topography, property coordination & acquisition, and engineering design work for bus stop improvements.
- B. On April 26, 2021, UTA issued Request for Statement of Qualification Package Number 21-03433BM ("RFQu") encouraging interested parties to submit Statement of Qualifications to perform the services described in the RFQu.
- C. Upon evaluation of the Statement of Qualifications submitted in response to the RFQu, UTA selected Consultant as the preferred entity with whom to negotiate a contract to perform the Work.
- D. 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:

ARTICLE 1.0 **Definitions**

As used throughout this Contract, the following terms shall have the meanings set forth below:

- 1.1 The term "Change Order" shall mean a written modification to this Contract (the form of which shall be prescribed by UTA) pursuant to which the parties shall mutually agree upon and effect any additions, deletions, or variations in the Work (as such Work is initially defined by this Contract). The scope of modifications may include, without limitation, changes in the: (i) consideration paid to Consultant, (ii) deliverables required to be furnished by Consultant; (iii) method, manner or scope of the Work; or (iv) required performance completion milestones or other Contract schedule requirements.

- 1.2 The term “Claims” shall have the meaning set forth in Section 16.1 of this Contract.
- 1.3 The term “Consultant’s Project Manager” shall mean Jeremy Christensen, or his/her successor as appointed or designated in writing by Consultant.
- 1.4 The term “Consultant’s Statement of Qualification” shall mean 3300 South Bus Stop Design, RFQ No. 21-0-433BM, May 26, 2021.
- 1.5 The term “Contract” shall mean this Professional Services Agreement (inclusive of amendments and Change Orders hereto), together with all attached exhibits, all documents incorporated by reference pursuant to Article 26 hereof, and all drawings, reports, studies, industry standards, legal requirements and other items referenced in the foregoing documents.
- 1.6 The term “Indemnitees” shall mean the UTA parties set forth in Section 16.1 of this Contract.
- 1.7 The term “Scope of Services” shall mean the services described in or reasonably implied by this Contract including, but not limited to, Exhibit “A” (and all Contract requirements associated with such services).
- 1.8 The term “UTA’s Project Manager” shall mean Brandon Heath, or his/her successor as appointed or designated in writing by UTA.
- 1.9 The term “Work” shall mean any activities undertaken or required to be undertaken by Consultant in conjunction with the Scope of Services or Contract.

ARTICLE 2.0
Description of Services

- 2.1 Consultant shall perform all Work as set forth in the Scope of Services. 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.
- 2.2 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.
- 2.3 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.
- 2.4 Consultant shall furnish only qualified personnel and materials necessary for the performance of the Work.
- 2.5 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.

ARTICLE 3.0
Day-to-Day Management of the Work

- 3.1 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.

- 3.2 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.

ARTICLE 4.0

Progress of the Work

- 4.1 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.
- 4.2 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.
- 4.3 Consultant shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.
- 4.4 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.
- 4.5 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.
- 4.6 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.
- 4.7 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.

ARTICLE 5.0

Period of Performance

- 5.1 This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for an initial 1- year period expiring August 31, 2022. UTA may, at its sole election and in its sole discretion, extend the initial term for up to One additional one-year option periods, for a total Contract period not to exceed Two years. Extension options may be exercised by UTA upon

providing Consultant with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). This Contract may be further extended if the Consultant and UTA mutually agree to an extension evidenced in writing. 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.

ARTICLE 6.0
Consideration

- 6.1 For the performance of the Work, UTA shall pay Consultant in accordance with 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.
- 6.2 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.
- 6.3 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.
- 6.4 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.

ARTICLE 7.0
Contract Changes

- 7.1 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:
 - A. In the Scope of Services;
 - B. In the method or manner of performance of the Work; or
 - C. 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.

- 7.2 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.
- 7.3 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 law or other requirement set forth in this Contract; or (ii) other conditions exist 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.
- 7.4 As soon as practicable, Consultant must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work compensable under Section 7.1 or 7.3. 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 20 of this Contract.

ARTICLE 8.0

Invoicing Procedures and Records

- 8.1 Consultant shall submit invoices to UTA's Project Manager for processing and payment in accordance with Exhibit B. If Exhibit B does not specify invoice instructions, then Consultant shall invoice UTA after completion of all Work and final acceptance thereof by UTA. Invoices shall be provided in the form specified by UTA. Reasonable supporting documentation demonstrating Consultant's entitlement to the requested payment must be submitted with each invoice. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Work or invoicing deficiencies. Approval by UTA shall not be unreasonably withheld. UTA shall have the right to offset from payment amounts reasonably reflecting the value of any claim which UTA has against Consultant under this Contract. Payment for all invoice amounts not specifically

disapproved by UTA shall be provided to Consultant within thirty (30) calendar days of invoice submittal.

ARTICLE 9.0
Ownership of Materials

- 9.1 All data including, but not limited to, maps, drawings, sketches, renderings, software, hardware, and specifications, including the original thereof, developed by Consultant as a part of its Work under this Contract (collectively and generically referred to in this Article as “Work Product”) are the property of UTA. All Work Product must be delivered to UTA no later than the completion of the Work and prior to final payment by UTA. In the event this Contract is terminated prior to completion of the Work, then Consultant shall transmit all Work Product completed or in-process as of the date of termination. UTA shall not be construed to be the owner of any intellectual property contained in the Work Product that was owned or created by Consultant outside of the scope of this Contract. However, with respect to such intellectual property of Consultant, Consultant hereby grants UTA a non-exclusive perpetual license to use such intellectual property to the full extent reasonably necessary for UTA’s use and enjoyment of the Work Product furnished under this Contract. Notwithstanding the foregoing, the Consultant shall retain all common law, statutory, and other reserved rights, including copyrights to its standard design elements and Consultant details and the District shall be granted a non-exclusive license to reproduce such design elements and details relative to the Project.

ARTICLE 10.0
Subcontracts

- 10.1 Consultant shall give advance written notification to UTA of any proposed subcontract (not indicated in Consultant’s Statement of Qualification) negotiated with respect to the Work. UTA shall have the right to approve all subcontractors, such approval not to be withheld unreasonably.
- 10.2 No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.
- 10.3 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.
- 10.4 Consultant shall be responsible for and direct all Work performed by subcontractors.
- 10.5 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.

ARTICLE 11.0
Key Personnel

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

ARTICLE 12.0

Suspension of Work

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 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.

ARTICLE 13.0

Termination for Convenience; Termination for Cause and Default Remedies

- 13.1 UTA shall have the right to terminate this Contract at any time by providing written notice to Consultant. If this Contract is terminated for convenience, UTA shall pay Consultant its costs and a reasonable profit on work performed up to the effective date of the termination notice, plus costs reasonably and necessarily incurred by Consultant to affect such termination. UTA shall not be responsible for anticipated profits based on Work not performed as of the effective date of termination. 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.
- 13.2 If Consultant materially fails to perform any of its obligations under this Contract, and such failure is not cured or a cure initiated to the satisfaction of UTA within ten (10) days after receipt of written notice from UTA, UTA may, at its discretion:
 - A. Terminate this Contract (in whole or in part) for default and complete the Work using other contractors or UTA's own forces, in which event Consultant shall be liable for all incremental costs so incurred by UTA;
 - B. Pursue other remedies available under this Contract (regardless of whether the termination remedy is invoked); and/or
 - C. Except to the extent limited by this Contract, pursue other remedies available at law.

Upon receipt of a termination notice as provided above, Consultant shall (i) immediately discontinue all Work affected (unless the notice directs otherwise); (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process; and (iii) if Consultant has any property in its possession belonging to UTA, account for the same, and dispose of it in the manner UTA directs. Consultant shall remit a final invoice for all services performed and expenses

incurred in full accordance with the terms and conditions of this Contract up to the effective date of termination. UTA shall calculate termination damages payable under this 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.

- 13.3 If UTA terminates this 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 Work completed by Consultant prior to termination.

ARTICLE 14.0

Information, Records, and Reports; Audit Rights

- 14.1 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.

ARTICLE 15.0

Findings Confidential

- a. 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.
- b. It is hereby agreed that the following information is not considered to be confidential:
1. Information already in the public domain;
 2. Information disclosed to Consultant by a third party who is not under a confidentiality obligation;
 3. Information developed by or in the custody of Consultant before entering into this Contract;
 4. Information developed by Consultant through its work with other clients; and
 5. Information required to be disclosed by law or regulation including, but not limited to,

subpoena, court order or administrative order.

ARTICLE 16.0

General Indemnification and Insurance

- 16.1 Consultant shall protect, release, indemnify and hold harmless UTA and its trustees, officers, employees and agents (hereinafter collectively "Indemnitees") against and from any and all claims, demands, suits, losses, costs and damages of every kind and description, including attorneys' fees and/or litigation expenses (hereinafter collectively "Claims"), brought or made against or incurred by any of the Indemnitees resulting from or arising out of the negligent acts or omissions (actual or alleged) of Consultant, its subcontractors or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable in conjunction with this Contract or any Work performed hereunder. 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 has a claim against UTA or another Indemnitee, 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.
- 16.2 For the duration of this Contract, Consultant shall maintain at its own expense, and provide proof of said insurance to UTA, the following types of insurance:
- A. Occurrence type Commercial General Liability Insurance ISO CG001, with an edition date of 11-88 or later, covering the indemnity and other liability provisions of this Contract, with no exclusions of explosion, collapse or underground hazards. The limits shall be \$2,000,000 per occurrence with an annual aggregate of \$4,000,000. 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 Contractor, including completed operations."
 - B. Professional Liability insurance with the following limits and coverage's:
 - Minimum Limits:
 - \$1,000,000 each claim
 - \$2,000,000 annual aggregate
 - Coverages:
 - 1. Insured's interest in joint ventures
 - 2. Limited contractual liability
 - 3. Retroactive date prior to date
 - 4. Extended reporting period of 36 months

Coverage which meets or exceeds the minimum requirements will be maintained, purchased annually in full force and effect until 3 years past completion of the Work unless such coverage becomes unavailable to the market on a commercially reasonable basis, in which case Consultant will notify

UTA. If UTA agrees that such coverage is not reasonably available in the commercial market, Consultant may elect not to provide such coverage.

- C. Automobile insurance covering owned, if any, non-owned, and hired automobile with limits not less than \$2,000,000 combined single limit of coverage. 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 Contractor, including automobiles owned, leased, hired or borrowed by the Contractor."
 - D. Workers' Compensation insurance conforming to the appropriate states' statutory requirements covering all employees of Consultant, and any employees of its subcontractors, representatives, or agents as long as they are engaged in the work covered by this Contract or such subcontractors, representatives, or agents shall provide evidence of their own Worker's Compensation insurance. The policy shall also cover Employers Liability with limits no less than \$1,000,000 each accident, and each employee for disease. The policy shall contain a waiver of subrogation against UTA.
- 16.3 On insurance policies where UTA is named as an additional insured, UTA shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after Consultant's assessment of the exposure for this contract; for its own protection and the protection of UTA. Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- 16.4 Consultant warrants that this Contract has been thoroughly reviewed by its insurance agent, broker or consultant, and that said agent/broker/ consultant has been instructed to procure for Consultant the insurance coverage and endorsements required herein.
- 16.5 Consultant shall furnish UTA with certificates of insurance (ACORD form or equivalent approved by UTA) 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 received and approved by UTA 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.
- 16.6 UTA, as a self-insured governmental entity, shall not be required to provide insurance coverage for the risk of loss to UTA premises and improvements or equipment owned by UTA.

ARTICLE 17.0 Other Indemnities

- 17.1 Consultant shall protect, release, 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.

- 17.2 Consultant shall: (i) protect, release, 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 subcontractors 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 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.

ARTICLE 18.0

Independent Contractor

- 18.1 Consultant is an independent contractor 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.

ARTICLE 19.0

Prohibited Interest

- 19.1 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.

ARTICLE 20.0

Dispute Resolution

- 20.1 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.

20.2 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/Consultant’s Project Manager	Five calendar days
UTA’s Director of Supply Chain/Consultant’s Local Business Lead	Five calendar days
UTA’s Chief Financial Officer]/Consultant’s District Transportation Lead	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.

20.3 If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, then either party may commence legal action in accordance with the venue and law provisions of this Contract. If mutually agreed, the parties may also submit the dispute to arbitration or mediation.

**ARTICLE 21
Successors and Assignees**

21.1 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.

**ARTICLE 22.0
Nonwaiver**

22.1 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.

**ARTICLE 23.0
Notices or Demands**

23.1 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:

WSP USA, Inc. ATTN: Shannon Bond

6150 S. Millrock Dr. Ste 225

Salt Lake City, UT 84121

- 23.2 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.
- 23.3 Notwithstanding Section 23.1, 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

ARTICLE 24.0

Contract Administrator

- 24.1 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.

ARTICLE 25.0

General Provisions

- 25.1 Neither this Contract nor any interest herein may be assigned, in whole or in part, by either party hereto without the prior written consent of the other party, except that without securing such prior consent, either party shall have the right to assign this Contract to any successor or to such party by way of merger or consolidation or acquisition of substantially all of the entire business and assets of such party relating to the subject matter of this Contract, provided that such successor shall expressly assume all of the obligations and liabilities of such party under this Contract, and provided further, that such party shall remain liable and responsible to the other party hereto for the performance and observance of all such obligations.
- 25.2 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.
- 25.3 The headings of the articles, clauses, and sections of this Contract are inserted for reference purposes only and are not restrictive as to content.
- 25.4 The parties enter in to 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.

- 25.5 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.
- 25.6 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.
- 25.7 Any amendment to this Contract must be in writing and executed by the authorized representatives of each party.
- 25.8 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 this Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of this Contract or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.
- 25.9 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 9, 13, 14, 15, 16, 17, 19, 20 and 25.
- 25.10 UTAH ANTI-BOYCOTT OF ISRAEL ACT-Contractor agrees it will not engage in a boycott of the State of Israel for the duration of this contract.

ARTICLE 26.0

Incorporated Documents

- 26.1 UTA's RFQ 18-02926 including all federal clauses and other attachments, and Consultant's Statement of Qualification, are hereby incorporated into and made a part of this Contract, except to the extent that such documents were changed or altered by subsequent negotiations as indicated by the terms of this Contract, including Exhibits A, B and C.

ARTICLE 27.0

Insurance Coverage Requirements for Consultant Employees

- 27.1 The following requirements apply to the extent that: (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:
 - A. 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.
 - B. 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.

IN WITNESS WHEREOF, the parties have made and executed this Contract as of the day and year first above written.

UTAH TRANSIT AUTHORITY: _____

By _____

Name _____

Title _____

Date _____

By _____

Name _____

Title _____

Date _____

By _____

Name _____

Title _____

Date _____

A DocuSigned by: _____ nt and Form by

Michael L. Bell

70E33A415BA44F6...

Mike Bell, AAG State of Utah
and UTA Legal Counsel

Reviewed & Recommended by

Brandon Heath, UTA Project Manager

WSP USA INC.

By *Shannon Bond*

Name Shannon Bond

Title Utah Transportation Local Business Leader

Date 8/11/2021

By _____

Name _____

Title _____

Date _____

Fed ID# 11-1531569

Date: 8/13/2021

Date: _____

Exhibit A

Scope of Work and General Contract Assumptions

Scope of Work

Consultant will complete right-of-way survey/topography, property coordination & acquisition, and engineering design work for bus stop improvements. A total of 36 bus stop locations are included in this project. The bus stop layout and scope of the amenities will be adjusted based on how much space is available and whether or not UTA can acquire the right of way. See Exhibit C for locations and preliminary bus stop level assumptions. Some sites have alternative location options. Exhibit D shows conceptual designs for the proposed bus stop improvements (bus stop levels 3 to 7). The bus stop layout at each location will be guided by the level 3 to 7 conceptual designs. The intent is to build the highest bus stop level possible at each location.

Task 0: Project Management, Administration, and Coordination

Task 0.1 Project Supervision

The Consultant will provide the management, coordination, and direction to its subconsultants to supply the required services on time and within budget. Throughout the duration of the Project, the Consultant will hold progress and coordination meetings at an interval agreed upon by the Consultant and UTA.

Deliverables:

- Monthly progress and coordination meeting minutes
- Monthly invoices and progress reports

Task 0.2 Project Control

The Consultant will control and monitor its work progress and financial status. The Consultant will prepare and update the project schedule for the work to be completed under this Contract and update and submit the schedule monthly to the UTA Project Manager for review. The Consultant will develop work orders specifying the work to be completed, time schedule, staff hour budget, and deliverables. Should the Consultant require changes to the Scope of Work based on changing Project conditions, the Consultant will advise UTA concerning the scope and budget implications of such changes before work begins. If a change order is required for additional or changes to the Scope of Work, the Consultant will receive approval from UTA prior to beginning the modified scope of work. The Consultant will monitor its actual schedule and budget compared to UTA's projected schedule and budget for this Contract.

Deliverables:

- Project schedule with monthly updates

Task 1: Preliminary Design

The consultant will complete the preliminary design for each bus stop location identified in Exhibit A.

Task 1.1 Develop Concept Level Drawings and Preliminary Cost Estimate

Concept level design drawings will be developed for all bus stop locations. The drawings should provide enough detail to review and identify potential engineering issues or concerns related to the right of way. The preliminary design drawings should follow all guidelines as described in the UTA Bus Stop Master Plan and the provided conceptual bus stop layouts. UTA will review the preliminary designs and provide feedback. Right of way issues will likely warrant adjustments to the footprint and/or placement of the bus stop in later tasks. The consultant shall also prepare a preliminary cost estimate based on order-of-magnitude unit cost assumptions. The preliminary design plans should confirm that each bus stop meets following requirements:

- UTA Bus Stop Master Plan
- ADA Standards for Accessible Design
- UDOT Review & Approval
- Local Municipality Review & Approval
- Provide lighting at each location as shown in Concept Plans (determine feasibility & cost of wired connection vs. solar dusk-to-dawn lighting solutions)

Deliverables:

- PDF files with the concept level drawings and a preliminary cost estimate based on order-of-magnitude unit cost assumptions.

Task 1.2 Environmental Coordination

Initial environmental review has been completed. Preliminary design drawings will be provided to UTA's environmental team for additional review of any changes in location and/or layout from the initial environmental review. Following UTA's environmental team reviews, any environmental concerns will be considered in terms of mitigation or fatal flaws. UTA will coordinate with FTA to obtain approval for each bus stop location. UTA will inform the consultant of any environmental concerns that may impact the design.

Task 2A: Right of Way Surveying/Property Coordination

The consultant will identify the existing right of way and determine property needs for bus stop improvements. This task will require coordination with UTA's Property Administration team. Bus stop sites may have to be adjusted based ability to acquire the needed property.

Task 2.1 Survey Control

The consultant shall provide Right-of-Way Engineering and Survey Support Services. The following data may be used:

- Survey data research
- Boundary Maps
- Monumentation Maps
- Survey Control Maps
- Records of Survey
- Subdivision Maps
- Parcel Maps

The consultant shall prepare Boundary, Monumentation, and Survey Control Maps showing parcels and easement boundaries and their relationship to the Public Land Survey System monuments used to define them.

Deliverables:

- PDF and CADD Survey Control Sheets

Task 2.2 Identify Existing Right-of-Way

The consultant will conduct a complete title abstract search to determine fee ownership of all parcels within the project limits, including all adjacent contiguous parcels to determine the larger parcel. Copies of subdivision plats and road dedication plats will be retrieved. The consultant will conduct abstract research on all the parcels within the project limits with the County Recorder's Office to obtain any recorded Utility Easements.

Deliverables:

- Existing ROW Maps
- Spreadsheet with property information

Task 2.3 Identify Right of Way Needs

Right of way design will be prepared by the consultant with input from the project team. With assistance from the consultant, UTA will coordinate with the Utah Department of Transportation to determine how much right of way can be acquired from them to minimize impacts to private landowners.

Deliverables:

- List of affected properties

- Concept level drawings updated to show proposed R/W or easement

Task 2.4 Develop Right of Way Plans and Documents

The consultant will develop right of way plans and documents for the acquisition of land needed for bus stop improvements. Plans should show the required acquisitions and accommodate all aspects of the project, including fee ownership, slope easements, drainage easements, and utility relocation easements or documents.

The consultant will design proposed right of way lines to support the right of way plans. Right of Way plans will include the Title sheet, Survey Control Sheet (SC), the Total Tract Map (RWIT), and Right of Way sheets (RW). Parcel numbers should be clearly labeled.

The consultant will prepare legal descriptions for each parcel to be acquired. Right of Way purchase and easement needs will be determined and confirmed by the project team. The consultant will initiate and perform the required quality control reviews.

Deliverables:

- Right of way submittal packages that will include:
 - Summary cover sheet
 - Ownership record
 - Copy of Recorded Vesting Deeds
 - Deed and Easement Conveyance Instruments
 - Deed Plotter Printouts
 - 11 X 17 Right of Way maps
 - Complete QC-QA documentation
 - Complete PDF Summary Package

Task 2.5 Prepare Conveyance Instruments & Obtain Property/Easements

Upon completion of the right of way work, the consultant will begin property and/or easement acquisition on behalf of UTA. The consultant will prepare conveyance instruments (i.e., deeds and/or easements) for acquisitions. The consultant, in coordination with UTA, will be responsible for obtaining the property and/or easements. The consultants' acquisition agent must be UDOT approved. Eminent domain is not to be utilized, UTA shall provide the appropriate acquisition documents and make acquisition assignments as the Agency determines necessary for acquisition. There will be a 12-week minimum time frame for good faith negotiations. UTA will also subcontract with a PR Specialist to assist the consultant with property owner communication and negotiation.

Task 2B: Topographic Survey

The consultant will complete a topographic survey at locations indicated in Exhibit A.

Task 2.6 Design Topographic Survey

Conventional field surveys of all surface features within the project limits will be used to develop engineering base drawings and digital terrain models (DTM). This survey can be completed in conjunction with the right of way survey work. The consultant shall compile 2D planimetrics of all topographic features within project limits utilizing all applicable aerial and conventional field survey data within project limits. The consultant shall produce an existing ground DTM (in a Civil 3D Surface format) using all suitable aerial and conventional field survey data within project limits.

The consultant shall perform field inspection of survey data to ensure inclusion and proper identification of surface features and confirming data reflects current conditions.

Deliverables:

- Copy of the digital terrain models

Task 3: Final Design

The consultant will prepare the final design for each of the bus stop locations.

Task 3.1 Develop Final Design

Based on UTA's ability to obtain the right of way, the consultant will finalize the preliminary design developed in Task 1. The amenities provided and configurations of the stop may vary based on the available right of way. Regardless, each stop location should follow all guidelines as described in the UTA Bus Stop Master Plan and the provided conceptual bus stop layouts. The final design plans should confirm that each bus stop meets following requirements:

- UTA Bus Stop Master Plan
- ADA Standards for Accessible Design
- UDOT Review & Approval
- Local Municipality Review & Approval
- Grading, sidewalks/concrete, & walls and/or curbs meet existing elevations within available R/W
- Provide lighting at each location as shown in Concept Plans

Deliverables:

- PDF and CADD files with the final design drawings

Task 3.2 Environmental Coordination

The final design sheets will be provided to UTA's environmental team. UTA will be responsible for completing the Categorical Exclusion documentation. The consultant will answer questions and provide information related to the design as needed for the environmental documentation. The final design may need to be adjusted based on any findings.

Task 3.3 Capital Cost Estimates

Capital costs estimates will be developed for each bus stop location. The consultant should provide soft costs and contingency in the estimate. Details broken down by unit costs and quantities should be provided to allow for scalability should UTA reduce the scope based on funding constraints.

Deliverables:

- An Excel spreadsheet with the cost estimate

Task 4: Construction Management Support Services

The consultant will provide construction administrative services for the duration of the Project construction.

Task 4.1 Construction Administration

Task 4 will involve construction administrative services in support of UTA's construction management once the project has been bid and awarded to a contractor. These services include project documentation and site visits as needed to resolve contract and construction issues including:

- Review, respond to, and track submittals and RFI's
- Site Visits as required to resolve construction matters

Provide As-Built record drawings based upon contractor provided copies of the construction set

General Contract Assumptions

- UTA will provide bus stop facilities (bus shelters, benches, stop flags, timetable case and trash cans) once the bus stop is constructed. Design and specifications for these items will be provided by UTA.
- No fiber connections are planned at any of the bus stops.

- Project scope includes final design for 36 bus stop locations with a potential of 5 additional sites.
- Environmental clearance will be obtained by UTA.
- Project duration assumed to last 18 months (June 2021 - Nov 2022).
- In-person project meetings to be held biweekly during design.
- Design reviews are assumed to be broken into 3 packages (12 stops per package), with a single final advertising package that includes all 36 bus stop locations for construction.
- Short landscape walls (under 3' in height) may be required. UDOT structural retaining walls (greater than 3' exposed face) are not anticipated to be part of this scope of services.
- No utility relocation design is assumed.
- No irrigation/landscaping design is assumed. Irrigation repair for impacted systems will be lump sum to contractor (all-inclusive work).
- No subsurface utility exploration is part of this scope, assumption is that that all utilities are buried deeper than 24 inches.
- Design CAD platform is MicroStation.
- Plans and specifications will be submitted electronically, not printed.
- No traffic control plans are part of this work.

Right of Way (ROW) Assumptions

- Property discussions will be held with up to 48 property owners
- ROW survey data research includes 36 parcels
- Design level survey will be provided for 36 bus stop locations
- Parcel maps and legal descriptions will be provided for 36 bus stop locations

Task 1.0 Schematic Design Assumptions

- Design duration is 2 months
- PM to attend 1 site visit, Deputy PM to attend 1 site visit
- PM or Deputy PM to attend bi-weekly meeting with UTA PM
- Design Manager to attend all 7 site visits (6 stop locations per visit)
- Designers to attend each site visit
- ROW graphic to be produced for up to 48 locations for property owner discussions

Task 2.0 Design Development (30% design)

- Design duration is 3 months
- PM or Deputy PM to attend bi-weekly meeting with UTA PM
- Designers to develop up to 41 concept bus stop locations
- Survey to be completed for 36 bus stop sites
- Property owners will be allowed 8 weeks to decide if bus stop location is acceptable

Task 3.0 Construction Documents (100% design)

- Design duration is 2 months
- Hold 3 comment resolution meetings
- Complete final design on 36 bus stop locations

Task 4.0 Bidding Services

- Duration for bidding package/responding to RFI's is 2 months
- Up to 32 hours of design support

Task 5.0 Construction Services

- Duration is assumed to be 9 months
- Attend up to 4 meetings and 5 site visits
- Provide up to 24 hours of RFI design support
- No construction acceptance/inspection services are part of the estimated hours
- Provide up to 28 hours of as-built support
- As-builts will be marked up in PDF format, no additional survey or CAD work will be part of this effort

Exhibit B

FEE FOR PROFESSIONAL SERVICES AND PAYMENT SCHEDULE

The contract will be for a firm fixed price amount of \$427,953. 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 DETAILED EFFORT AND HOURS

(Included on the next page)

3300 South Bus Stop Design													
Cost Proposal													
Prime Firm Name:		WSP USA, Inc.											
Prime Personnel Hours and Rates													
Task #	Role:	Project Manager	Deputy Project Manager	Design Manager	Designer	Designer	ROW Acquisition	Lighting Specialist	Project Accountant	Subcontractors	ROW Graphics	Total Hours	Total Hourly Costs
	Last Name:	Christensen	Shinall	Ferrer	Creager	Leether	NA	Olien	Young	Monarez	Barnhill		
	Hourly Rate:	\$94.94	\$68.57	\$66.38	\$36.75	\$36.08		\$69.39	\$46.19	\$41.38	\$49.12		
1.0	Schematic Design (2 months)	17	45	60	29	28			2	5	96	282	\$15,773
2.0	Design Development (30% Design, 3 months)	18	36	73	126	126		41	3			423	\$21,183
3.0	Construction Documents (100% Design, 2 months)	16	25	150	216	216		288	2			913	\$48,997
4.0	Bidding Services (2 months)	16	12	12	4	4			2			50	\$3,522
5.0	Construction Services (9 months)	16	16	22	20	20			9			103	\$5,949
												0	\$0
												0	\$0
												0	\$0
Prime Personnel Hours & Costs (Raw Hours)		83	134	317	395	394	0	329	18	5	96	1771	\$95,424
											Overhead Multiplier (1.3075)	\$124,766	
											Fee (11%)	\$24,221	
											WSP Labor Total	\$244,411	
Subconsultant Personnel Hours and Rates													
Task #	Role:	ROW Acquisition	PLS	Survey PM	2-person crew	1 person crew	Survey admin					Total Hours	Total Hourly Costs
	Last Name:	Padgett	Yates	Demass	Richter & Hackford	Richter	Carrol						
	Hourly Rate:	\$75.00	\$135.00	\$110.00	\$135.00	\$105.00	\$45.00						
1.0	Schematic Design (2 months)											0	\$0
2.0	Design Development (30% Design, 3 months)	948	150	35	350	274	24					1781	\$172,300
3.0	Construction Documents (100% Design, 2 months)											0	\$0
4.0	Bidding Services (2 months)											0	\$0
5.0	Construction Services (9 months)											0	\$0
												0	\$0
												0	\$0
												0	\$0
Total Subconsultant Hours & Costs		948	150	35	350	274	24					1781	\$172,300
											Subconsultant markup (4%)	\$6,892	
Total Personnel Hours & Costs												3552	\$423,603
Total Proposed Expenses													
											Mileage	\$4,000	
											Printing / Copy Costs	\$300	
											Phone / Postage / Delivery Costs	\$50	
											Subtotal: Other Expenses	\$4,350	
											Personnel	\$423,603	
											Total Cost	\$427,953	

Exhibit C

FEDERAL CLAUSES FOR ARCHITECT AND ENGINEERING SERVICE CONTRACTS

ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES

Contractor 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. Contractor 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

Contractor 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.

Contractor agrees to comply with the record retention requirements in accordance with 2 CFR §200.333. Contractor 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)).

Contractor 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.

Contractor 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

Contractor 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, Contractor 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, Contractor 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, Contractor 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. Contractor 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, Contractor 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, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor 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, Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

Contractor 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]

Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor agrees that it will not use any violating facilities. Contractor 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. Contractor 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]

Contractor 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. Contractor 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. Contractor 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, Contractor 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]

Contractor 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, Contractor 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; (v) voluntarily excluded from participation in any federally assisted award; and/or (vi) disqualified from participation in any federally assisted award. By submitting a response to UTA's solicitation for the Contract, Contractor has certified that the foregoing items (i) through (vi) 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 Contractor 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. Contractor agrees to comply with the requirements of 2 CFR Part 180, subpart C, as supplemented by 2 CFR Part 1200, during the Contract term. Contractor 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, Contractor 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 Contractor is in compliance with the requirements stated herein.

(2) **Nondiscrimination** – Neither Contractor nor any subcontractor shall discriminate on the basis of race, color, national origin, or sex in the performance of the Contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of FTA-assisted contracts. Failure by Contractor 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 Contractor to stand-down with respect to the Work (without an increase in the Contract cost or an adjustment to the Contract schedule) until Contractor achieves compliance with respect to these requirements and/or (iv) disqualifying Contractor 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. Contractor is required to document sufficient DBE participation to meet the applicable goal. If Contractor is unable to meet the applicable goal, Contractor 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 Contractor 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 contractor 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** – Contractor 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, Contractor shall submit a summary of payments, by subcontract, made to all subcontractors to UTA's Civil Rights Compliance Officer.

(6) **Prompt Payment of Subcontractors** – Contractor 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, Contractor 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** – Contractor 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 Contractor has good cause to terminate the DBE subcontractor. Before transmitting a request to terminate, Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the basis for the termination. Contractor 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, Contractor 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

Contractor 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

Contractor 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, Contractor 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, Contractor 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 Contractor to the extent the US Government deems appropriate.

Contractor 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 Contractor, to the extent the federal government deems appropriate.

Contractor 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.]

Contractor 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. Contractor 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. Contractor 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. Contractor 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 Contractor 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, Contractor or any other party (whether or not a party to the Contract) pertaining to any matter resulting from the Contract. Contractor 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. Contractor 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, Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may Contractor 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 Contractor using federal assistance in whole or in part by the FTA.

(2) Unless FTA determines otherwise, Contractor 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, Contractor 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 Contractor 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. Contractor 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 Contractor 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 Contractor identifies those data in writing at the time of delivery of the Contract work.

(6) Contractor 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

Contractor 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 Contractor 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, Contractor 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 Contractor 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 Contractor 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]

Contractor 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. Contractor 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 clause:

- a. "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, contractor 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 Contractor, UTA may, for its convenience and without cause, elect to terminate the Contract. If UTA terminates the Contract for its convenience, Contractor 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 Contractor to fulfill the contract obligations. UTA shall terminate by delivering to Contractor a notice of termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, Contractor 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 Shannon Bond Date 8.12.2021

Company Name WSP USA, Inc.

Federal I.D. No. 11-1531569