

PROFESSIONAL SERVICES AGREEMENT

UTA CONTRACT #20-03384VW Program Management Services Consultant

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 HNTB CORPORATION, an engineer, architects and planner company ("Consultant").

RECITALS

WHEREAS, UTA desires to hire professional services for a Program Management Services Consultant (PMSC) for various UTA department.

WHEREAS, On December 11, 2020 UTA issued Request for Qualification Package Number 20-03384VW ("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 (also referred to as Program Manager) will be the day-to-day contact person for Consultant working under the supervision of the UTA's Project Manager (also referred to as Project Director), and will be responsible for coordination of such Work with UTA.
- b. UTA's Project Manager shall be responsible for the Work and give overall direction and maintain control over the Work to be performed by Consultant hereunder until the completion or termination of this contract. 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 in accordance with the standard of care. 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 materially fails to conform to the standard of care in accordance with this Contract. Upon receipt of notice of rejection from UTA, and through no fault of UTA or other project participants, 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 standard of care. Except as provided in this section, Consultant makes no other warranties or guarantees, express or implied, relating to Consultant's services. This section governs, modifies, and supersedes any other terms in this Contract which may be construed to address warranties or guarantees or the quality of the Work.
- 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 actual costs reasonably incurred by UTA in such corrective action shall be chargeable to Consultant.
- h. Consultant may reasonably rely on any documents, information and materials provided by or

through UTA. UTA represents that Consultant's use of such documents, information or materials will not infringe upon any third party's rights and UTA will indemnify and protect Consultant from any infringement claims arising from Consultant's use of such documents or other materials in the performance of its services hereunder

4. **PERIOD OF PERFORMANCE**

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for an initial Three (3) year period expiring April 15, 2024. UTA may, at its sole election and in its sole discretion, extend the initial term for up to two (2) additional one-year option periods, for a total Contract period not to exceed five (5) 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.

5. **COMPENSATION**

- a. For the performance of the Work, UTA shall pay Consultant in accordance with the fully loaded rates shown in Exhibit B.
- b. Compensation for Work shall be based on the loaded labor rates for each individual contained in the proposal and shown in Exhibit B. The loaded rates contained in Exhibit B are inclusive of direct labor costs, indirect costs, other direct costs, fee, and subconsultant markup.
- c. The loaded rates contained in Exhibit B shall be multiplied by the number of hours worked in order to arrive at the amount payable on a monthly basis by UTA for each individual employee or subconsultant.
- d. The loaded rates shall be increased by 3% each year to account for COLA and merit increases. All other increases, including those stemming from promotion of key personnel, shall be subject to concurrence by the UTA Program Manager based upon significant justification.
- e. If Consultant desires to bring in new or additional employees or subconsultants not listed in Exhibit B to perform Work under the contract, advance approval shall be received in writing from the UTA Program Manager for both the identity of the person and the individual's fully loaded billing rate. An addendum shall be added to Exhibit B semi-annually in July and January of each year identifying the individuals or subconsultants who have been added along with their approved fully loaded rates.

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. Consultant's Proposal including, without limitation, all federal certifications (as applicable).
 3. UTA's RFQu 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.
- 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:

- UTA Contract including all attachments
- UTA Terms and Conditions
- UTA Solicitation Terms
- Consultant's Bid or Proposal including proposed terms or conditions

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

8. **CHANGES**

- a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:
1. In the Scope of Services;
 2. In the method or manner of performance of the Work; or
 3. In the schedule or completion dates applicable to the Work.

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

- b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.
- c. Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Consultant must give UTA's Project Manager or designee written notice stating:
- A. The date, circumstances, and source of the change; and
 - B. That Consultant regards the identified item as a change in Work giving rise to an

adjustment in this Contract.

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

- d. As soon as practicable, but in no event longer than 30 days after providing notice, Consultant must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Consultant’s entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 21 of this Contract.
- e. Notwithstanding the foregoing, Consultant shall not be required to perform out-of-scope or change order work unless such work and any applicable change has been approved in writing by change order or amendment to this Contract or subject task order executed by both parties.

9. INVOICING PROCEDURES

- a. Consultant shall submit invoices to UTA’s Project Manager for processing and payment in accordance with Exhibit B. 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. Consultant shall submit invoices to UTA on a monthly basis in conjunction with the monthly progress report as outlined in Article 3.c of this agreement.
- b. If UTA objects to any invoice by Consultant, UTA shall so advise Consultant in writing giving reasons therefore within seven (7) days of receipt of such invoice. If any invoice submitted by Consultant is disputed by UTA, only that portion so disputed may be withheld from payment. Payment for all invoice amounts not specifically disapproved by UTA shall be provided to Consultant within thirty (30) calendar days of invoice submittal.

10. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT

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

performance of the services shall remain the property of Consultant.

11. USE OF SUBCONSULTANTS

- a. Consultant shall give advance written notification to UTA of any proposed subcontract (not indicated in Consultant’s SOQ) 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 remove or change assignments of the Key Personnel without the prior written consent of UTA. Consultant acknowledges that having the Key Personnel participate under this Agreement was a major contributing factor in UTA awarding this Agreement to the Consultant. Accordingly, any change in Key Personnel or the level of effort of Key Personnel without the prior written consent of UTA may be considered a material breach of this Agreement and grounds for UTA to impose sanctions, including termination of this Agreement. Notwithstanding, if key personnel are no longer available to support this agreement due to an unforeseen force majeure event or other event beyond the control and without the fault of the Consultant (e.g., key personnel is no longer employed by Consultant), then Consultant is not liable for the penalties described under this Section 12.

For the avoidance of doubt, the follow individuals are considered to be “Key Personnel” under this Agreement:

- Jason Bleyl
- Maria Vyas
- Brett Paxton
- Dave Farley
- Sean Libberton
- Laren Livingston
- Jeanne Witzig

In addition to the foregoing, in the absence of consent by the UTA Program Manager or the occurrence of an unforeseen force majeure event, liquidated damages in the amount of \$100,000 shall be paid by Consultant for the early departure of Jason Bleyl, from his role as the HNTB Program Manager in the first year of the contract. These damages shall be applied as an offset to the amounts owed to Consultant by UTA.

13. **SUSPENSION OF WORK**

- a. UTA may, at any time, by written order to Consultant, require Consultant to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to 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.

c. **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. 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. This paragraph c. applies only to Terminations for Default under paragraph b. above.

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 available to or prepared or assembled by Consultant or subconsultants under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Consultant without consent in writing from UTA.

- a. It is hereby agreed that the following information is not considered to be confidential:
- A. Information already in the public domain;
 - B. Information disclosed to Consultant by a third party who is not under a confidentiality obligation;
 - C. Information developed by or in the custody of Consultant before entering into this Contract;
 - D. Information developed by Consultant through its work with other clients; and
 - E. Information required to be disclosed by law or regulation including, but not limited 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 and hold harmless UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as “Indemnities”) 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, by the negligent acts, errors or omissions of Consultant or any of its owners, officers, directors, agents, employees or subconsultants. This indemnity includes any claim or actual 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 when acting within the scope of their subcontract, 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 Indemnities, 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 negligence of UTA or the Indemnities. Neither party to this Contract shall be liable to the other party or any third party claiming through the other respective party, for any special, incidental, indirect, punitive, liquidated, delay or consequential damages of any kind including but not limited to lost profits or use of property, facilities or resources, that may result from this Agreement, or out of any goods or services furnished hereunder.

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".

2. Business 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 purchased by the Consultant. 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.

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 insurancecerts@rideuta.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at insurancecerts@rideuta.com. The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. 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 release, indemnify and hold harmless UTA and the other Indemnities 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 actual 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) release, indemnify and hold harmless UTA and the other Indemnities 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.
- c. Should the Consultant be required to provide defense pursuant to the requirements set forth in this section, any such defense cost shall be accrued to Consultant in a prorated proportion in accordance with its Consultant percentage of fault as determined by any applicable trier-of fact or as agreed to and incorporated into any settlement agreements.

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. UTA shall continue to pay any undisputed payments related to such Claim.
- c. The parties shall attempt to informally resolve all claims, counterclaims and other

disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.

- d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

Level of Authority	Time Limit
UTA’s Project Manager-Manjeet Ranu/Consultant’s Project Manager	Five calendar days
UTA’s Chief Service Development Officer Mary DeLoretto/Consultant’s [SECOND LEVEL]	Five calendar days
UTA’s Executive Director Carolyn Gonot/Consultant’s [THIRD LEVEL]	Five calendar days

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

If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, 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
Contract Administrator
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:

HNTB Corporation
Jason Bleyl
Program Manager
7730 S. Union Park Ave. #110
Midvale, UT 84047

- 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

- a. 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:
- 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. ANTIDISCRIMINATION

- a. Employment Practices. Offeror hereby declares that it is and will remain fully compliant with the provisions of the Utah Anti-discrimination Act (UTAH CODE §§ 34A-5-101 TO 34A-5-108) and the equivalent anti-discrimination laws of its State of incorporation and/or headquarters location. Under the Act, an employer may not refuse to hire, promote, discharge, demote, or terminate a person, or to retaliate against, harass, or discriminate in matters of compensation or in terms, privileges, and conditions of employment against a person otherwise qualified, because of: race, color, sex, pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; or gender identity.
- b. Goods and Services Provided to UTA. In addition to avoiding discriminatory employment practices as described above, Offeror also declares that all goods and services it provides to UTA are useable and accessible by individuals with disabilities as described in Title II of the American with Disabilities Act and also Section III (H) of UTA Policy 6.1.1 which states that programs, services, and facilities procured by UTA will be accessible to and useable by individuals with disabilities. Offeror further certifies that any digital software, tool, program or web application must meet the most recent version of the Web Content Accessibility Guidelines (WCAG) found at <https://www.w3.org/TR/WCAG21>. To the extent Offeror is providing transportation services, vehicles or facilities it also declares that it is in compliance with Department of Transportation (DOT) ADA standards found at 49 CFR Parts 27, 37, 38, and 39.

32. 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.

33. 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.

34. SEVERABILITY

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

35. ENTIRE AGREEMENT

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

36. **AMENDMENTS**

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

37. **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.

38. **SURVIVAL**

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

UTAH TRANSIT AUTHORITY:

By _____
Manjeet Ranu
Director of Capital Projects
Date:

By _____
Mary DeLoretto
Chief Service Development Office
Date:

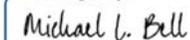
By _____
Carolyn Gonot
Executive Director
Date:

HNTB CORPORATION

DocuSigned by:
By Thomas Schnetzer, Vice President HNTB
Thomas Schnetzer
Vice President
Date: 3/18/2021

Fed ID# 43-1623092

Approved as to Content and Form


70E33A415BA44F6

Date 3/18/2021

Mike Bell, AAG State of Utah
And UTA Legal Counsel

Reviewed & Recommended

_____ Date _____

Grey Turner, Sr Program Mgr, EngProject Dev
UTA Project Manager

UTA Project Code 20-03384VW

Exhibit A – Scope of Work

UTA Program Management Services Consultant Scope of Services

Consultant's organizational structure consists of the program manager and key roles including NEPA/Environmental, Grants Management, Pre-Construction Engineering, Systems & Signals, Construction Management, Project Controls. The Consultant program manager will work closely with and under the direction of UTA's Project Director and other departments to identify issues, opportunities for improvement, and to identify and allocate resources needed on assigned projects and departments in order to assist with the successful delivery of UTA's program. Consultant staff will be integrated with their respective UTA counterparts to provide the Scope of Services to UTA and help identify and assign resources to projects and departments.

The following Scope of Services closely mirrors the Scope of Services provided by UTA and identifies deliverables and our team's key resources for each task. The key resources for each task will function as the primary drivers of the task and will draw upon our extensive pool of local and national resources as needed to deliver the program. The Consultant will provide adjunct services at the request and under the direction of the UTA Project Director and coordination with the specific department as directed or by separate task orders.

Task 1.0 – Project Management

Task 1.1 – Project Management Meetings	
<i>Task 1.1.1</i>	Project Kickoff Meeting – Excluded (Included in Early NTP)
<i>Task 1.1.2</i>	Weekly Meetings - weekly meetings with UTA Project Director - Consultant's Program Manager (PM) will conduct regular coordination with UTA's Project Director and other UTA Management for program and project management support <i>Deliverables: Meeting Agendas and Meeting Minutes</i>
<i>Task 1.1.3</i>	Executive Monthly Meeting – Monthly meetings with UTA executive leadership team to discuss PMSC performance, program, and projects <i>Deliverables: Meeting Agendas and Meeting Minutes</i>

Task 1.2 – Program Schedule	
<i>Task 1.2.1</i>	Develop Capital Projects Program Schedule
<i>Task 1.2.2</i>	Program Schedule Monthly Updates - PM will provide monthly updates to program schedule including progress updates on capital projects

Task 1.3 – Program Schedule	
<i>Task 1.3.1</i>	Develop Capital Projects Budget Tracking
<i>Task 1.3.2</i>	Program Budget Monthly Updates - PM will track project budgets and regularly manage the performance of projects (monthly expenditures, trends, and cost-to-complete analysis)

Task 1.4 – Program Resources	
<i>Task 1.4.1</i>	Develop Program Resource Plan – Excluded (Included in Early NTP)
<i>Task 1.4.2</i>	Program Resource Plan Monthly Updates - provide monthly updates to identify resource needs for UTA departments and capital projects.

Task 1.5 – Project Delivery Assessments	
<i>Task 1.5.1</i>	Project Delivery Process Assessments - PM and leads will evaluate UTA project management processes including scope, budget, schedule, quality, and risk management. Discipline leads will be integrated with UTA counterparts to evaluate and make recommendations for improving the delivery processes and tools. Deliverables: <ul style="list-style-type: none"> Project Development and Delivery White Paper – summary of findings and recommendations for project delivery. Project Management Guidance White Paper – documented project management best practices for project setup, scope, schedule, budget, risk, and quality.
<i>Task 1.5.2</i>	Project Management Training – PM will provide project management training to UTA project managers on an as-needed basis including training for new PMs and refresher training for existing PMs.

Task 1.6 – Success Management & Team Building	
<i>Task 1.6.1</i>	Capital Program Success Kickoff Meeting – kickoff meeting to establish agenda and key topics for Success Management Workshop. Deliverables: Meeting Agendas and Meeting Minutes
<i>Task 1.6.2</i>	Success Management Workshop – PM will coordinate with UTA on scope and schedule and organize Success Management Workshops for UTA's program and projects as identified. One day workshop will evaluate strategic goals/objectives, evaluate opportunities and threats, and develop a plan for success. Deliverables: Success Management Plan
<i>Task 1.6.3</i>	Quarterly Success Update Meetings (cross functional) Deliverables: Meeting Agendas and Meeting Minutes
<i>Task 1.6.4</i>	Bi-Annual Partnering & Team Building - In coordination with UTA's Continuous Improvement Department, assist with the development, planning, and implementation of a team-building program for UTA. Deliverables: Team building plan and implementation

Task 1.7 – PM Administration	
<i>Task 1.7</i>	PM Administration – monthly invoicing and progress reports

Task 2.0 – Capital Program Development Support

Task 2.1 – Evaluate 5-Year Capital Plan	
<i>Task 2.1.1</i>	Evaluate 5-Year Capital Plan - In coordination with UTA, under the guidance of the Planning and Engagement office, conduct evaluation and recommendations of UTA 5-Yr Capital Plan with an assessment of WFRC, MAG, UDOT, and Local Government plans and projects.
<i>Task 2.1.2</i>	Develop Capital Program Work Plan – develop plan based on evaluation of 5-year Capital Plan that considers funding, schedules, and relationships between UTA projects and other key stakeholder projects.

Task 2.2 – Capital Financial Planning	
<i>Task 2.2.1</i>	Capital and Financial Planning Support – support UTA with capital and financial planning
<i>Task 2.2.2</i>	Alternative Financial Program Analysis – support UTA with financial analysis and evaluation of grants and alternative financial programs
<i>Task 2.2.3</i>	Develop Unified Project development Approach White Paper

Task 2.3 – Horizon Program Management Controls System	
Task 2.3.1	Implementation Kickoff and Pre-Discovery Planning
Task 2.3.2	PMCS Discovery Workshops and Technical Memorandum - In coordination with UTA's project controls and accounting, investigate the development of the Horizon program management controls system or integration of IPCS into Horizon.
Task 2.3.3	Cost/Change Control Management Solution Implementation
Task 2.3.4	Scheduling Management Solution Implementation
Task 2.3.5	Document Control Management Solution Implementation
Task 2.3.6	Construction Management Solution Implementation
Task 2.3.7	Geospatial Mapping Management Solution Implementation
Task 2.3.8	Program Performance Dashboard and Reporting Solution Implementation
Task 2.3.9	Public Program Website Solution Implementation
Task 2.3.10	Support and Maintenance

Task 3.0 – Project Support

Task 3.1 – Project Management/Project Associate Project Support	
As determined by the UTA Project Director and working under the direction of the UTA PM, provide project management and/or project associate for delivery of assigned UTA capital projects including managing or assisting with scope, schedule, budget, risks, and quality.	
Task 3.1.1	Davis-SLC Community Connector Design
Task 3.1.2	Central Corridor Environmental and Design
Task 3.1.3	FrontRunner
Task 3.1.4	Downtown SLC Trax Feasibility Study
Task 3.1.5	Midvalley Connector
Task 3.1.6	Mountain View Corridor 5600 West Express Bus
Task 3.1.7	Sharp-Tintic
Task 3.1.8	UVX BYU Infill Station
Task 3.1.9	Innovative Mobility
Task 3.1.10	Point of the Mountain Transit Study Environmental and Design
Task 3.1.11	TIGER Grant Project
Task 3.1.12	Proposition 1
Task 3.1.13	S-Line Streetcar Extension to 2100 South
Task 3.1.14	TOD Station Area Planning
Task 3.1.15	Depot District CMGC
Task 3.1.16	600 South Station Platform
Task 3.1.17	Station and Platform Rehab
Task 3.1.18	Parking Lot Rehab
Task 3.1.19	Bridge Rehab and Maintenance

Task 3.2 – General Project Management Support	
Task 3.2.1	Risk Management - Develop and manage risk registers throughout the duration of assigned capital projects. Conduct risk workshops on more complex projects as determined by the UTA Project Director and PM. Deliverables: Risk registers for assigned projects
Task 3.2.2	Readiness Reviews - Organize and conduct readiness reviews on assigned new capital projects to confirm Scope of Services, deliverables, work breakdown structure, cost estimate, schedule, resources, risks, document control, quality, and contracting are developed and meet the program and project requirements. (WSP did for Federal projects but not all) Deliverables: Readiness review meeting agendas and reports

<i>Task 3.2.3</i>	Develop Cost Estimating Process - Develop consistent processes for cost estimating. Evaluate existing practices/processes and make recommendations for improvements or modifications. Deliverables: Standardized cost estimating processes
<i>Task 3.2.4</i>	Develop Project Scheduling Process - Develop consistent processes for project delivery scheduling. Evaluate existing practices/processes and make recommendations for improvements or modifications. Deliverables: Standardized project delivery scheduling processes
<i>Task 3.2.5</i>	Construction Delivery Review - Organize and conduct construction delivery reviews to plan projects that minimize disruptions to operations and select the most efficient delivery method. Deliverables: Construction delivery reports
<i>Task 3.2.6</i>	FTA Project Management Plan Support - Support in development of FTA compliant project management plans, sub-plans, and other required documentation, as well as assisting with monthly and/or quarterly meetings and plan updates as necessary. Deliverables: FTA compliant project management and other readiness documentation
<i>Task 3.2.7</i>	Safety and Security Reviews - Assist the UTA safety department with safety and security reviews of assigned projects and assist with development of PHAs, TVAs and other analysis and evaluations.

Task 4.0 – Planning

Task 4.0 – Planning	
<i>Task 4.0</i>	Planning - Provide planning support to UTA's Planning and Engagement office. Specific tasks include the following: (Not in the past three or four years) <ul style="list-style-type: none"> • Transit planning support • Project management or assistance • Procurement support • GIS support and analysis • Travel demand modeling • Development and review of planning documents • TOD planning and evaluation of funding/financing options and value capture • Alternative and micro transit planning support • Land use planning and visioning • Real estate market analysis • Equity analysis • Equitable public engagement opportunities

Task 5.0 – Engagement and Outreach

Task 5.0 – Engagement and Outreach	
<i>Task 5.0</i>	Engagement and Outreach - Provide engagement and outreach support to UTA's Planning and Engagement office. Specific tasks include the following: <ul style="list-style-type: none"> • In coordination with UTA, under the guidance of the Planning and Engagement Office, develop stakeholder outreach and coordination plan – identification of key stakeholders for projects and program success • Organize and staff public stakeholder events • Assist the development of the Horizon external facing dashboard for transparency to the public and stakeholder groups Deliverables: Stakeholder Outreach Plan for program and projects

Task 6.0 – Grants Management Services

Task 6.0 – Grants Management Services	
Assist UTA's Grants Management group and Project Development group	
<i>Task 6.1</i>	Evaluate 5-year Capital Plan - Evaluation of 5-year capital plan funding program, provide program wide risk assessment, and developing strategies to advance projects.
<i>Task 6.2</i>	Conduct Grants Workshop - Identify and define potential grant funding opportunities
<i>Task 6.3</i>	Develop Federal & State Grants Strategy/Roadmap
<i>Task 6.4</i>	Grants Support - Grant application support and review. Assistance with benefit cost analysis, ridership projections, land-use models and other data required for grants. Assistance in Grant tracking and reporting
<i>Task 6.5</i>	Evaluate Grants Management Practices - Assessment of UTA grants management practices
<i>Task 6.6</i>	Develop Grants Management Memo – provide recommendations for improvement

Task 7.0 – NEPA/Environmental Services

Task 7.0 – NEPA/Environmental Services	
<i>Task 7.1</i>	Procurement Services - Assist UTA in procurement of services including development of Scope of Services, proposal evaluation criteria, cost estimates, and negotiation support. Deliverables: <ul style="list-style-type: none"> • Procurement documents and evaluation criteria • Negotiation documents (independent cost estimates, cost estimate analysis, scope review)
<i>Task 7.2</i>	Environmental Document Review - Review environmental documents prepared by UTA and other consultants. Deliverables: Quality records from reviews
<i>Task 7.3</i>	Environmental Support - Provide environmental support to UTA including the following: <ul style="list-style-type: none"> • Strategic advice • Environmental analysis to meet requirements of the National Environmental Policy Act (NEPA) • Preparation of environmental documents and reports • Perform Section 106 and Section 4(f) surveys and studies as directed • Perform monitoring, modeling and reports, as directed • Prepare NEPA Mitigation Tracking Logs Deliverables: <ul style="list-style-type: none"> • Environmental reports and surveys • NEPA Mitigation Tracking Logs

Task 8.0 – Pre-Construction Services

Task 8.0 Pre-Construction Services	
<i>Task 8.1</i>	Design Criteria Review - Review design criteria for industry best practices and standards. Organize and hold after action reviews for projects upon completion for lessons learned and to recommend changes to standards if necessary. Deliverables: <ul style="list-style-type: none"> • After action review reports – recommendations for changes in design criteria • Lessons learned logs on assigned projects

<i>Task 8.2</i>	<p>Procurement Services - Assist with development of procurement documents and independent cost estimates for design services contracts.</p> <p>Deliverables: Procurement documents for design services on assigned projects</p>
<i>Task 8.3</i>	<p>Project Support - Provide project support to UTA including the following:</p> <ul style="list-style-type: none"> • Assist with the development of permit/agreement logs for assigned projects and support UTA with providing the required documentation, coordination, and management of schedule relating to securing permits and agreements. Review of design team project schedules and work plans for required permits. • Perform design and constructability quality reviews of assigned project plans, specifications, estimates, and schedules. • Perform reviews of right-of-way plans for property needs for permanent and temporary use including permanent features and required easements for construction purposes, slopes, and/or utilities. • Assist with the development and/or review of utility matrices to track utility conflicts for assigned projects. Coordinate and manage utility agreements and designs as required with utility companies. • Organize and conduct value engineering workshops as directed by UTA. Develop value engineering report documenting the findings of the workshop. • Provide assistance with safety and security reviews of assigned projects and assist with development of safety and security documents. • Provide engineering support for projects as directed. <p>Deliverables:</p> <ul style="list-style-type: none"> • Permit/agreement logs reviews • Design and constructability quality review documentation • Utility matrices and agreements • Value engineering workshops and reports • Safety and security documents
<i>Task 8.4</i>	Structure Load Rating – perform structure load rating as requested
<i>Task 8.5</i>	<p>Right-of-Way Acquisition Services - Assist UTA with right-of-way acquisition process as necessary to include preparation of legal descriptions, right-of-way tracking tools, appraisal reviews, and other acquisition support as needed.</p> <p>Deliverables:</p> <ul style="list-style-type: none"> • Right-of-way instruments

Task 9.0 – Construction Management, Administration and Oversight Services

Task 9.1 – Review CM and Oversight Processes	
<i>Task 9.1</i>	<p>Review CM and Oversight Processes - Review of construction management and oversight processes including submittals, Requests for Information (RFI's), as-built, record drawings, and document control. Consultant will draft a technical memorandum outlining suggested recommendations to enhance processes for the delivery of projects including activities and timelines for implementation.</p> <p>Deliverables:</p> <ul style="list-style-type: none"> • CM Processes Technical Memorandum
Task 9.2 – Procurement Services	
<i>Task 9.2</i>	<p>Procurement Services - Development of procurement documents for construction on assigned projects as requested.</p>

Deliverables:

- **Procurement documents for construction projects**

Task 9.3 – Construction Management and Oversight

Consultant will assist UTA with construction management on assigned projects, performing the following tasks:

- Review of routine construction related documents including Requests for Information (RFIs), submittals, Notice of Design Changes (NDCs), Field Design Changes (FDCs), and as-built documentation as requested.
- Develop and manage change order logs, evaluate consultant change orders, assess merit, develop independent cost estimates, and assist UTA with change order negotiations as requested.
- Provide construction oversight activities as directed including observation, coordination of testing, daily logs, project progress updates, punch-list management, and project close-out functions. Review consultant quality plans, audit quality activities regularly, and manage non-conformance resolution.
- Develop or review monthly reports on the status of assigned construction projects. Report are to include a snapshot of schedule, cost, quality, risks, DBE/SBE utilization, and a summary of critical project activities/issues. Progress reports will be integrated with Horizon and/or IPCS for both internal and external transparency to senior leadership, stakeholders, and the public
- Provide support upon project completion, participating in walk-throughs, final acceptance, testing, certification, start-up, commissioning, and documentation.

Deliverables:

- **Construction oversight documentation**
- **Change order logs and documentation**
- **Monthly progress reports and Horizon/IPCS integration**
- **Documentation at project completion**

Task 9.3.1 Ogden/WSU BRT

Task 9.3.2 Tiger Grant Projects

Task 9.3.3 Depot District CMGC

Task 9.3.4 Other Projects as Assigned

Task 9.3.5 Stations and Platforms Rehab and Replacement

Task 9.3.6 Park and Ride Rehab and Replacement

Task 9.3.7 Bridge Rehab and Maintenance

Task 9.3.8 Grade Crossing Rehab and Replacement

Task 9.3.9 Rail Rehab and Replacement

Task 9.3.10 Ballast and Ties Rehab and Replacement

Task 9.4 – Project Partnering Workshops

Task 9.4 Project Partnering Workshops – Evaluate need for partnering on projects and participate in partnering workshops.

Task 9.5 – FTA Program Plan and Approval Support

Task 9.5 FTA Program Plan and Approval Support – Develop schedule for and provide support in developing and obtaining necessary FTA-required program plans and approvals.

Deliverables:

- **Schedule of FTA approvals and associated plans**

Task 9.6 – Safety and Oversight

Task 9.6 Safety and Oversight – Provide safety oversight assistance on construction projects.

Task 10.0 – Project Controls Services

Task 10.0 – Project Controls Services	
<i>Task 10.1</i>	<p>Cost Estimating - Develop or review of cost estimates for assigned capital projects and perform periodic reviews/updates as the projects progress. Utilize the Cost Estimate Validation Process (CEVP) for larger more complex projects as agreed upon by UTA.</p> <p>Deliverables:</p> <ul style="list-style-type: none"> • Cost estimates • Estimate review documentation
<i>Task 10.2</i>	<p>Funding Plan Analysis - Analysis of funding plan for capital program for efficient utilization of funding.</p> <p>Deliverables:</p> <ul style="list-style-type: none"> • Funding plan recommendations
<i>Task 10.3</i>	<p>Monthly Project Status Reporting - Development and evaluation of project budgets and tracking budgets throughout the life of projects. Review functionality of Horizon/PCS for tracking project's progress and recommend improvements or changes to project controls systems to ensure accurate reporting on budget, schedule, deliverables, quality, and risks. Develop monthly project status reports. Develop and/or coordinate regular cost-to-complete analysis on capital projects and prepare cash flow curves for funding sources to assess project performance.</p> <p>Deliverables:</p> <ul style="list-style-type: none"> • Monthly project status reports • Cost-to-complete analysis and cash flow curves
<i>Task 10.4</i>	<p>Change Order Tracking and Management - Maintain change management logs for assigned projects for tracking change orders. Assist UTA with documenting and evaluating change orders including contract review, development of independent cost estimates, schedule analysis, and negotiation support. Impacts to program funding will be evaluated monthly.</p> <p>Deliverables:</p> <ul style="list-style-type: none"> • Project change order logs and documentation
<i>Task 10.5</i>	<p>Project Negotiation Support - Review external consultant scopes of work, schedules, costs, and quality plans. Develop independent scopes and estimates for evaluation. Assist UTA with negotiation strategy and negotiation meetings.</p> <p>Deliverables:</p> <ul style="list-style-type: none"> • Review and independent analysis documentation
<i>Task 10.6</i>	<p>Program and Project Scheduling - Evaluate schedules for existing projects and coordinate development of cost loaded schedules for new projects. Develop program wide schedule integrating capital project cost loaded schedules to assess time-based funding requirements for the Financial Plan.</p> <p>Deliverables:</p> <ul style="list-style-type: none"> • Project and program schedules
<i>Task 10.7</i>	<p>Develop Document Control Manual and Training - Develop document control manual for consistent project record keeping. Provide training and oversight of document control processes.</p> <p>Deliverables:</p> <ul style="list-style-type: none"> • Document control manual and training

Task 11.0 – Systems & Signal Engineering Oversight

Task 11.1 – Engineering and Construction Oversight	
Provide engineering oversight, design reviews, and technical support for the following:	
<ul style="list-style-type: none"> • Rail systems/signals • Traffic/transit signals and ITS • Rail communications • Traction power • Rail operation and simulation analysis • Positive Train Control • Asset and fleet management • Vehicle engineering • Overhead Catenary System 	
Deliverables:	
<ul style="list-style-type: none"> • Systems & Signals Oversight and review documents 	
<i>Task 11.1.1</i>	Technical Engineering Oversight
<i>Task 11.1.2</i>	Traction Power Rehab and Replacement
<i>Task 11.1.3</i>	Rail Switches/Trackwork Controls
<i>Task 11.1.4</i>	Stray Current Mitigation
<i>Task 11.1.5</i>	OCS Rehab and Replacement
Task 11.2 – Rail Operations and Simulations Analysis Review	
<i>Task 11.2</i>	Rail Operations and Simulations Analysis Review
Deliverables:	
<ul style="list-style-type: none"> • Rail Operations and Simulations Analysis Report 	

Task 12.0 – Quality Assurance and Consultant Performance Evaluation

Task 12.0 – Quality Assurance and Consultant Performance Evaluation	
<i>Task 12.1</i>	Evaluate UTA Quality Plan and Procedures - Review UTA's quality control plan and procedures. Develop technical memorandum with recommendations for revisions to the plan, processes, and procedures. Draft revisions to UTA quality management plan (QMP).
Deliverables:	
<ul style="list-style-type: none"> • Quality Management Plan Tech Memo • Draft Revisions to UTA QMP 	
<i>Task 12.2</i>	Submit HNTB QMP for UTA Review and Approval - Develop Consultant quality management plan for UTA approval.
Deliverables:	
<ul style="list-style-type: none"> • HNTB Quality Management Plan 	
<i>Task 12.3</i>	Procurement Quality Documents Support - Develop procurement language for quality management plan requirements. Assist UTA with review and approval of consultant and consultant quality management plans.
Deliverables:	
<ul style="list-style-type: none"> • Quality management plan procurement language 	
<i>Task 12.4</i>	Quality Management and Auditing - Perform audits of consultant and consultant quality processes.

	Deliverables: <ul style="list-style-type: none">• Audit reports
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Task 13.0 – Adjunct Services

Task 13.0 – Adjunct Services	
<i>Task 13.0</i>	Adjunct Services - •Provide adjunct services as outlined in the RFQu as requested by UTA.

Exhibit B – Pricing

UTA Program Management Services
March 29, 2021 through March 31, 2022
 Prepared March 11, 2021

Task	Task Description	HNTB Total Hours	HNTB Labor Cost	HNTB ODCs (Travel, etc.)	HNTB TOTAL
1	Project Management	3,490	\$699,377	\$24,415	\$713,792
2	Capital Program Development Support	3,930	\$740,582	\$199,468	\$940,151
3	Project Support	2,610	\$588,490	\$962	\$589,453
4	Planning	270	\$58,097	\$1,767	\$59,864
5	Engagement and Outreach	0	\$0	\$0	\$0
6	Grants Management Services	290	\$101,563	\$304	\$101,866
7	NEPA/Environmental Services	480	\$109,916	\$1,083	\$110,999
8	Pre-Construction Services	1,820	\$382,400	\$18,580	\$400,980
9	Construction Management, Administration and Oversight Services	2,910	\$499,438	\$924	\$500,362
10	Project Controls Services	1,450	\$313,939	\$843	\$314,782
11	Systems and Signals Engineering Oversight	770	\$197,440	\$595	\$198,035
12	Quality Assurance and Consultant Performance Evaluation	420	\$80,262	\$417	\$80,680
13	Adjunct Services	180	\$40,477	\$490	\$40,967
	Totals	18,620	\$3,802,081	\$249,849	\$4,051,931
	Subconsultant	Subconsultant Hours	Subconsultant Labor	Subconsultant ODCs	Total Subconsultant Cost
	ARUP	70	\$27,510	\$2,100	\$29,610
	B2 Land Services	720	\$72,000	\$710	\$72,710
	Coco Consulting	230	\$80,500	\$1,330	\$81,830
	Connetics	180	\$37,568	\$710	\$38,278
	Consulting Eng.	280	\$46,094	\$710	\$46,804
	CRSA	170	\$36,234	\$1,210	\$37,444
	Deutsche Bahn	120	\$25,493	\$2,555	\$28,048
	Fehr & Peers	1,630	\$276,592	\$3,698	\$280,290
	Infinity Corrosion	280	\$43,400	\$355	\$43,755
	Jacques & Associates	190	\$36,512	\$2,646	\$39,158
	Johnson Construction	920	\$110,400	\$1,507	\$111,907
	Kimley-Horn	900	\$234,941	\$24,777	\$259,718
	Leland Consulting	120	\$26,827	\$6,035	\$32,862
	Mgrodner LLC	100	\$24,000	\$2,400	\$26,400
	MIG	210	\$40,500	\$5,435	\$45,935
	PineTop	90	\$12,623	\$0	\$12,623
	RailPros	430	\$101,153	\$1,317	\$102,470
	Redcon	450	\$59,850	\$710	\$60,560
	Stanton Constructability	640	\$101,562	\$1,460	\$103,022
	Terracon	450	\$97,934	\$1,210	\$99,144
	TRECS	280	\$64,400	\$355	\$64,755
	Subconsultant Subtotal	8,470	\$1,556,092	\$61,230	\$1,617,322
	Subtotal	27,090	\$5,358,174	\$311,079	\$5,669,253
	Subconsultant 4% Markup				\$62,244
	Total Cost prior to 3.0% Cost of Living Inflation / Merit Escalation				\$5,731,497
	Year One 3.0% Escalation		\$171,945		\$ 5,903,441
	Year Two subtract 1.5 FTE (Horizon and establishing PM processes)		-\$555,000		
	Year Two Subtotal				\$5,348,441
	Year Two 3.0% Escalation		\$160,453		\$ 5,508,895
	Year Three 3.0% Escalation		\$165,267		\$ 5,674,162
	Three Year Contract Costs				\$ 17,086,498

UTA PMSC Fee Estimate Detail

WBS	C O U N T	FIRM	NAME (Last, First)	CLASSIFICATION	8		29-Mar-21	31-Mar-22	264	14.66	27,090	\$5,358,174	\$311,079	\$5,669,253
					D B E	Bill Rate	Start Date (Input Est)	End Date (Input Est)	Net Work Days	FTE	Total Hours	Total Labor	ODC's	Total Amount
1.0 Project Management					3		29-Mar-21	31-Mar-22	264	2.16	4,000	\$846,596	\$33,662	\$880,258
1.1 Project Management Meetings					0		29-Mar-21	31-Mar-22	264	0.22	400	\$99,120	\$9,545	\$108,665
1.1	14	HNTB	Bleyl, Jason	Program Manager		\$224.77	29-Mar-21	31-Mar-22	231	0.09	170	\$38,211	\$0	\$38,211
1.1	11	HNTB	Livingston, Laren	Project Controls Lead		\$243.39	29-Mar-21	31-Mar-22	231	0.05	100	\$24,339	\$0	\$24,339
1.1	10	HNTB	Thorpe, Greg	Pre-Construction Engineering Lead		\$253.13	29-Mar-21	31-Mar-22	231	0.05	100	\$25,313	\$0	\$25,313
1.1	1	HNTB	Spaethling, Dominic	Principal In Charge		\$375.25	29-Mar-21	31-Mar-22	231	0.02	30	\$11,257	\$9,000	\$20,257
1.1	22		ODC's				29-Mar-21	31-Mar-22	264				\$ 544.57	\$545
1.2 Program Schedule					0		29-Mar-21	31-Mar-22	264	0.12	230	\$54,774	\$545	\$55,318
1.2	14	HNTB	Bleyl, Jason	Program Manager		\$224.77	29-Mar-21	31-Mar-22	231	0.02	40	\$8,991	\$0	\$8,991
1.2	11	HNTB	Livingston, Laren	Project Controls Lead		\$243.39	29-Mar-21	31-Mar-22	231	0.07	130	\$31,641	\$0	\$31,641
1.2	10	HNTB	Thorpe, Greg	Pre-Construction Engineering Lead		\$253.13	29-Mar-21	31-Mar-22	231	0.03	50	\$12,656	\$0	\$12,656
1.2	4	Stanton	Pala, Pam	Scheduling Lead		\$148.56	29-Mar-21	31-Mar-22	231	0.6%	10	\$1,486	\$0	\$1,486
1.2	22		ODC's				29-Mar-21	31-Mar-22	264				\$ 544.57	\$545
1.3 Program Budget					0		29-Mar-21	31-Mar-22	264	0.66	1,230	\$227,942	\$545	\$228,487
1.3	14	HNTB	Bleyl, Jason	Program Manager		\$224.77	29-Mar-21	31-Mar-22	231	0.02	30	\$6,743	\$0	\$6,743
1.3	11	HNTB	Livingston, Laren	Project Controls Lead		\$243.39	29-Mar-21	31-Mar-22	231	0.05	90	\$21,905	\$0	\$21,905
1.3	2	HNTB	Project Accountant	Project Accountant		\$185.19	29-Mar-21	31-Mar-22	231	0.55	1,020	\$188,894	\$0	\$188,894
1.3	2	HNTB	Metcalfe, Aaron	Contract Administration & Accounting		\$115.56	29-Mar-21	31-Mar-22	231	0.05	90	\$10,400	\$0	\$10,400
1.3	22		ODC's				29-Mar-21	31-Mar-22	264				\$ 544.57	\$545
1.4 Program Resources					0		29-Mar-21	31-Mar-22	264	0.10	180	\$42,443	\$545	\$42,988
1.4	14	HNTB	Bleyl, Jason	Program Manager		\$224.77	29-Mar-21	31-Mar-22	231	0.06	110	\$24,724	\$0	\$24,724
1.4	10	HNTB	Thorpe, Greg	Pre-Construction Engineering Lead		\$253.13	29-Mar-21	31-Mar-22	231	0.04	70	\$17,719	\$0	\$17,719
1.4	22		ODC's				29-Mar-21	31-Mar-22	264				\$ 544.57	\$545
1.5 Project Delivery Assessments					0		29-Mar-21	31-Mar-22	264	0.25	460	\$106,691	\$14,645	\$121,335
1.5	14	HNTB	Bleyl, Jason	Program Manager		\$224.77	29-Mar-21	31-Mar-22	231	0.06	100	\$22,477	\$0	\$22,477
1.5	11	HNTB	Livingston, Laren	Project Controls Lead		\$243.39	29-Mar-21	31-Mar-22	231	0.14	260	\$63,282	\$0	\$63,282
1.5	3	HNTB	Rankin, Ryan	Quality Manager/Civil Inspection		\$182.44	29-Mar-21	31-Mar-22	231	0.01	20	\$3,649	\$0	\$3,649
1.5	3	HNTB	Rasmussen, Corrine	Document Controls		\$104.76	29-Mar-21	31-Mar-22	231	0.01	20	\$2,095	\$0	\$2,095
1.5	6	HNTB	Libberton, Sean	Grants Management Lead		\$349.85	29-Mar-21	31-Mar-22	231	0.00	0	\$0	\$5,700	\$5,700
1.5	10	HNTB	Thorpe, Greg	Pre-Construction Engineering Lead		\$253.13	29-Mar-21	31-Mar-22	231	0.03	60	\$15,188	\$0	\$15,188
1.5	2	HNTB	Farley, David	Systems & Signals Engineering Lead		\$356.20	29-Mar-21	31-Mar-22	231	0.00	0	\$0	\$8,400	\$8,400
1.5	3	HNTB	Paxton, Brett	Construction Management Lead		\$157.25	29-Mar-21	31-Mar-22	231	0.00	0	\$0	\$0	\$0
1.5	22		ODC's				29-Mar-21	31-Mar-22	264				\$ 544.57	\$545

1.6 Success Management & Team Building				3		29-Mar-21	31-Mar-22	264	0.35	650	\$201,168	\$7,295	\$208,462
1.6	14	HNTB	Bleyl, Jason	Program Manager	\$224.77	29-Mar-21	31-Mar-22	231	0.04	80	\$17,981	\$0	\$17,981
1.6	1	HNTB	Hawks, Dal	Success Management/Team Building	\$392.18	29-Mar-21	31-Mar-22	231	0.04	70	\$27,453	\$0	\$27,453
1.6	2	Jacques & Assoc.	Jacques, Sydne	Success Management/Team Building	DBE \$192.17	29-Mar-21	31-Mar-22	231	3.9%	70	\$13,452	\$0	\$13,452
1.6	2	COCO Consulting	Meyer, Steve	Strategic Advisor	DBE \$350.00	29-Mar-21	31-Mar-22	231	4.8%	90	\$31,500	\$0	\$31,500
1.6	1	COCO Consulting	Robertson, Mike	Strategic Advisor	DBE \$350.00	29-Mar-21	31-Mar-22	231	5.6%	100	\$35,000	\$0	\$35,000
1.6	1	Mgradner LLC	Grodner, Mike	Strategic Advisor	\$240.00	29-Mar-21	31-Mar-22	231	5.2%	100	\$24,000	\$2,400	\$26,400
1.6	1	Kimley-Horn	Hedayat, Leyla	Strategic Advisor	\$346.74	29-Mar-21	31-Mar-22	231	3.9%	70	\$24,272	\$2,250	\$26,522
1.6	1	ARUP	Anderson, Bill	Strategic Advisor	\$393.00	29-Mar-21	31-Mar-22	231	3.9%	70	\$27,510	\$2,100	\$29,610
1.6	22		ODC's			29-Mar-21	31-Mar-22	264				\$ 544.57	\$545
1.7 PM Administration (progress reporting, invoicing, document control, etc.)				0		29-Mar-21	31-Mar-22	264	0.46	850	\$114,458	\$545	\$115,003
1.7	14	HNTB	Bleyl, Jason	Program Manager	\$224.77	29-Mar-21	31-Mar-22	231	0.05	100	\$22,477	\$0	\$22,477
1.7	11	HNTB	Livingston, Laren	Project Controls Lead	\$243.39	29-Mar-21	31-Mar-22	231	0.03	50	\$12,170	\$0	\$12,170
1.7	2	HNTB	Metcalfe, Aaron	Contract Administration & Accounting	\$115.56	29-Mar-21	31-Mar-22	231	0.32	600	\$69,335	\$0	\$69,335
1.7	3	HNTB	Rasmussen, Corrine	Document Controls	\$104.76	29-Mar-21	31-Mar-22	231	0.05	100	\$10,476	\$0	\$10,476
1.7	22		ODC's			29-Mar-21	31-Mar-22	264				\$ 544.57	\$545
2.0 Capital Program Development Support				1		29-Mar-21	31-Mar-22	264	2.18	4,030	\$765,010	\$200,029	\$965,038
2.1 - Evaluate 5-Year Capital Plan				1		29-Mar-21	31-Mar-22	264	0.13	250	\$63,497	\$428	\$63,924
2.1	14	HNTB	Bleyl, Jason	Program Manager	\$224.77	29-Mar-21	31-Mar-22	231	0.03	60	\$13,486	\$0	\$13,486
2.1	10	HNTB	Thorpe, Greg	Pre-Construction Engineering Lead	\$253.13	29-Mar-21	31-Mar-22	231	0.03	60	\$15,188	\$0	\$15,188
2.1	6	HNTB	Libberton, Sean	Grants Management Lead	\$349.85	29-Mar-21	31-Mar-22	231	0.02	30	\$10,496	\$0	\$10,496
2.1	4	Fehr & Peers	Vyas, Maria	Planning Lead	\$172.12	29-Mar-21	31-Mar-22	231	3.0%	60	\$10,327	\$0	\$10,327
2.1	2	COCO Consulting	Meyer, Steve	Strategic Advisor	DBE \$350.00	29-Mar-21	31-Mar-22	231	2.2%	40	\$14,000	\$0	\$14,000
2.1	22		ODC's			29-Mar-21	31-Mar-22	264				\$ 427.50	\$428
2.2 - Capital Financial Planning				0		29-Mar-21	31-Mar-22	264	0.18	330	\$98,944	\$3,056	\$102,000
2.2	2	HNTB	Guilmino, Brad	Financial Planning & Modeling	\$381.81	29-Mar-21	31-Mar-22	231	0.06	120	\$45,817	\$2,628	\$48,445
2.2	1	HNTB	Kopp, Chris	Financial Planning & Modeling	\$246.36	29-Mar-21	31-Mar-22	231	0.04	70	\$17,245	\$0	\$17,245
2.2	1	HNTB	Brown, Steve	Economic Cost Benefit Analysis	\$162.76	29-Mar-21	31-Mar-22	231	0.04	70	\$11,393	\$0	\$11,393
2.2	6	HNTB	Libberton, Sean	Grants Management Lead	\$349.85	29-Mar-21	31-Mar-22	231	0.04	70	\$24,490	\$0	\$24,490
2.2	22		ODC's			29-Mar-21	31-Mar-22	264				\$ 427.50	\$428
2.3 - Horizon Program Management Controls System				0		29-Mar-21	31-Mar-22	264	1.86	3,450	\$602,569	\$196,546	\$799,114
2.3	14	HNTB	Bleyl, Jason	Program Manager	\$224.77	29-Mar-21	31-Mar-22	231	0.01	20	\$4,495	\$0	\$4,495
2.3	11	HNTB	Livingston, Laren	Project Controls Lead	\$243.39	29-Mar-21	31-Mar-22	231	0.04	80	\$19,471	\$0	\$19,471
2.3	1	HNTB	Ford, Aaron	PM Controls System Developer	\$214.82	29-Mar-21	31-Mar-22	231	0.15	280	\$60,150	\$6,984	\$67,134
2.3	1	HNTB	Pareja, Carlos	Technology Project Manager	\$188.36	29-Mar-21	31-Mar-22	231	0.22	400	\$75,346	\$0	\$75,346
2.3	1	HNTB	Rolfes, Linda	Business Process and Intelligence Lead	\$251.65	29-Mar-21	31-Mar-22	231	0.25	460	\$115,758	\$0	\$115,758

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2.3	1	HNTB	Welch, Darin	Geospatial Lead	\$207.84	29-Mar-21	31-Mar-22	231	0.15	280	\$58,194	\$0	\$58,194
2.3	1	HNTB	Doshi, Ria	Lead Developer	\$153.02	29-Mar-21	31-Mar-22	231	0.34	630	\$96,403	\$0	\$96,403
2.3	1	HNTB	Gambrel, Matthew	Business Process and Controls Analyst	\$108.57	29-Mar-21	31-Mar-22	231	0.02	40	\$4,343	\$0	\$4,343
2.3	1	HNTB	Copeland, Paul	Business Process and Intelligence Developer	\$113.23	29-Mar-21	31-Mar-22	231	0.13	240	\$27,175	\$0	\$27,175
2.3	1	HNTB	LeBeau, Hannah	Graphic Design Lead	\$78.28	29-Mar-21	31-Mar-22	231	0.04	80	\$6,263	\$0	\$6,263
2.3	1	HNTB	Sukavasi, Swathi	Sr. Design/Developer	\$142.65	29-Mar-21	31-Mar-22	231	0.20	370	\$52,780	\$0	\$52,780
2.3	1	HNTB	Townsend, Anthony	Sr. Design/Developer	\$157.89	29-Mar-21	31-Mar-22	231	0.18	330	\$52,103	\$0	\$52,103
2.3	1	HNTB	Cozzens, William	Geospatial Developer	\$157.89	29-Mar-21	31-Mar-22	231	0.02	40	\$6,316	\$0	\$6,316
2.3	1	HNTB	Tiller, Scott	BIM/CAD Designer	\$99.69	29-Mar-21	31-Mar-22	231	0.02	40	\$3,987	\$0	\$3,987
2.3	1	HNTB	Grasshoff, Ian	Geospatial Developer	\$140.32	29-Mar-21	31-Mar-22	231	0.02	40	\$5,613	\$0	\$5,613
2.3	1	HNTB	Medina, Earl	Geospatial Developer	\$115.14	29-Mar-21	31-Mar-22	231	0.02	40	\$4,605	\$0	\$4,605
2.3	1	HNTB	Xiang, Aster	Geospatial Developer	\$131.01	29-Mar-21	31-Mar-22	231	0.02	40	\$5,240	\$0	\$5,240
2.3	1	HNTB	Quinlan, Dennis	Geospatial Developer	\$108.15	29-Mar-21	31-Mar-22	231	0.02	40	\$4,326	\$0	\$4,326
2.3	22		ODC's			29-Mar-21	31-Mar-22	264				\$189,562	\$189,562
3.0 Project Support					0	29-Mar-21	31-Mar-22	264	2.24	4,140	\$ 887,402	\$ 20,250	\$ 907,652
3.1 Project Management/Project Associate Project Support					0	29-Mar-21	31-Mar-22	264	1.87	3,450	\$729,969	\$20,250	\$750,219
3.1	14	HNTB	Bleyl, Jason	Program Manager	\$224.77	29-Mar-21	31-Mar-22	231	0.16	300	\$67,430	\$0	\$67,430
3.1	11	HNTB	Livingston, Laren	Project Controls Lead	\$243.39	29-Mar-21	31-Mar-22	231	0.00	0	\$0	\$0	\$0
3.1	10	HNTB	Thorpe, Greg	Pre-Construction Engineering Lead	\$253.13	29-Mar-21	31-Mar-22	231	0.22	410	\$103,783	\$0	\$103,783
3.1	2	Kimley-Horn	Witzig, Jeanne	NEPA/Environmental Lead	\$289.25	29-Mar-21	31-Mar-22	231	17.3%	320	\$92,560	\$17,460	\$110,020
3.1	4	Fehr & Peers	Vyas, Maria	Planning Lead	\$172.12	29-Mar-21	31-Mar-22	231	57.4%	1,060	\$182,447	\$0	\$182,447
3.1	2	HNTB	Kalafatis, Katrina	Rail/Track Engineer	\$154.50	29-Mar-21	31-Mar-22	231	0.32	600	\$92,701	\$0	\$92,701
3.1	2	HNTB	Farley, Kevin	Civil/Transportation Engineer	\$248.26	29-Mar-21	31-Mar-22	231	0.30	560	\$139,026	\$0	\$139,026
3.1	2	HNTB	Balle, Mitch	Structures Engineer	\$260.11	29-Mar-21	31-Mar-22	231	0.11	200	\$52,023	\$0	\$52,023
3.1	3	Stanton	Pala, Marko	Cost Estimating Lead	\$168.82	29-Mar-21	31-Mar-22	231	0.0%	0	\$0	\$0	\$0
3.1	4	Stanton	Pala, Pam	Scheduling Lead	\$148.56	29-Mar-21	31-Mar-22	231	0.0%	0	\$0	\$0	\$0
3.1	6	HNTB	Libberton, Sean	Grants Management Lead	\$349.85	29-Mar-21	31-Mar-22	231	0.00	0	\$0	\$0	\$0
3.1	2	HNTB	Gallagher, Vincent	FTA Strategy	\$486.79	29-Mar-21	31-Mar-22	231	0.00	0	\$0	\$0	\$0
3.1	22		ODC's			29-Mar-21	31-Mar-22	264				\$ 2,790.00	\$2,790
3.2 General Project Management Support					0	29-Mar-21	31-Mar-22	264	0.37	690	\$157,433	\$0	\$157,433
3.2	14	HNTB	Bleyl, Jason	Program Manager	\$224.77	29-Mar-21	31-Mar-22	231	0.07	130	\$29,220	\$0	\$29,220
3.2	11	HNTB	Livingston, Laren	Project Controls Lead	\$243.39	29-Mar-21	31-Mar-22	231	0.07	130	\$31,641	\$0	\$31,641
3.2	10	HNTB	Thorpe, Greg	Pre-Construction Engineering Lead	\$253.13	29-Mar-21	31-Mar-22	231	0.09	160	\$40,501	\$0	\$40,501
3.2	0	Stanton	Pala, Marko	Cost Estimating Lead	\$168.82	29-Mar-21	31-Mar-22	231	4.3%	80	\$13,506	\$0	\$13,506
3.2	0	Stanton	Pala, Pam	Scheduling Lead	\$148.56	29-Mar-21	31-Mar-22	231	3.7%	70	\$10,399	\$0	\$10,399
3.2	0	HNTB	Libberton, Sean	Grants Management Lead	\$349.85	29-Mar-21	31-Mar-22	231	0.00	0	\$0	\$0	\$0
3.2	0	HNTB	Gallagher, Vincent	FTA Strategy	\$486.79	29-Mar-21	31-Mar-22	231	0.02	40	\$19,471	\$0	\$19,471
3.2	3	HNTB	McNally, Ryan	Safety & Security	\$161.70	29-Mar-21	31-Mar-22	231	0.02	40	\$6,753	\$0	\$6,753
3.2	4	HNTB	Elder, Joel	Safety & Security	\$240.22	29-Mar-21	31-Mar-22	231	0.02	40	\$5,942	\$0	\$5,942
3.2	22		ODC's			29-Mar-21	31-Mar-22	264					\$0

4.0 Planning				0	29-Mar-21	31-Mar-22	264	0.56	1,040	\$199,230	\$14,123	\$213,352	
4.0	4	Fehr & Peers	Vyas, Maria	Planning Lead	\$172.12	29-Mar-21	31-Mar-22	231	4.3%	80	\$13,770	\$0	\$13,770
4.0	1	Fehr & Peers	Jewel, Paul	Transit Planning	\$294.21	29-Mar-21	31-Mar-22	231	4.9%	90	\$26,479	\$0	\$26,479
4.0	1	HNTB	Hage, Sara	Transit Planning	\$195.56	29-Mar-21	31-Mar-22	231	0.05	90	\$17,600	\$0	\$17,600
4.0	1	MIG	Barrett, Rick	Transit Planning	\$225.00	29-Mar-21	31-Mar-22	231	6.5%	120	\$27,000	\$4,200	\$31,200
4.0	1	MIG	Pheanis, Jon	Transit Planning	\$150.00	29-Mar-21	31-Mar-22	231	4.9%	90	\$13,500	\$0	\$13,500
4.0	1	Fehr & Peers	Brown, Natalia	Travel Demand Model/Traffic Operations	\$107.40	29-Mar-21	31-Mar-22	231	4.9%	90	\$9,666	\$0	\$9,666
4.0	1	Fehr & Peers	Yamagata, Seishi	Travel Demand Model/Traffic Operations	\$112.54	29-Mar-21	31-Mar-22	231	4.9%	90	\$10,129	\$0	\$10,129
4.0	1	HNTB	Gormely-Barnes, Diane	TOD Planning	\$186.04	29-Mar-21	31-Mar-22	231	0.05	90	\$16,743	\$0	\$16,743
4.0	1	Leland Consulting	Zahas, Chris	TOD Planning	\$223.56	29-Mar-21	31-Mar-22	231	6.5%	120	\$26,827	\$4,800	\$31,627
4.0	1	Kimley-Horn	Chester, Steven	TOD Planning	\$152.92	29-Mar-21	31-Mar-22	231	4.9%	90	\$13,763	\$0	\$13,763
4.0	1	HNTB	Siegel, Jeff	GIS	\$263.92	29-Mar-21	31-Mar-22	231	0.05	90	\$23,753	\$0	\$23,753
4.0	22		ODC's			29-Mar-21	31-Mar-22	264				\$ 5,122.50	\$5,123
5.0 Engagement and Outreach				1		29-Mar-21	31-Mar-22	264	0.22	400	\$71,233	\$4,215	\$75,448
5.0	4	Fehr & Peers	Vyas, Maria	Planning Lead	\$172.12	29-Mar-21	31-Mar-22	231	2.2%	40	\$6,885	\$0	\$6,885
5.0	1	Kimley-Horn	Andrews, Amalia	Public Outreach	\$195.52	29-Mar-21	31-Mar-22	231	8.7%	160	\$31,283	\$0	\$31,283
5.0	1	Fehr & Peers	Croshere, Cheryl	Equity	\$125.06	29-Mar-21	31-Mar-22	231	4.3%	80	\$10,005	\$0	\$10,005
5.0	2	Jacques & Assoc.	Jacques, Sydne	Success Management/Team Building	DBE \$192.17	29-Mar-21	31-Mar-22	231	6.5%	120	\$23,060	\$0	\$23,060
5.0	22		ODC's			29-Mar-21	31-Mar-22	264				\$ 4,215.00	\$4,215
6.0 Grants Management Services				0		29-Mar-21	31-Mar-22	264	0.16	290	\$101,563	\$880	\$102,443
6.0	6	HNTB	Libberton, Sean	Grants Management Lead	\$349.85	29-Mar-21	31-Mar-22	231	0.10	190	\$66,472	\$0	\$66,472
6.0	1	HNTB	Schruth, Susan	FTA Strategy	\$450.17	29-Mar-21	31-Mar-22	231	0.03	50	\$22,509	\$0	\$22,509
6.0	1	HNTB	Tyson, Cheryle	FTA Strategy	\$251.65	29-Mar-21	31-Mar-22	231	0.03	50	\$12,582	\$0	\$12,582
6.0	22		ODC's			29-Mar-21	31-Mar-22	264				\$ 880.00	\$880
7.0 NEPA/Environmental Services				0		29-Mar-21	31-Mar-22	264	0.38	700	\$173,551	\$3,140	\$176,691
7.0	2	Kimley-Horn	Witzig, Jeanne	NEPA/Environmental Lead	\$289.25	29-Mar-21	31-Mar-22	231	11.9%	220	\$63,635	\$0	\$63,635
7.0	1	HNTB	Demuth, Kimberly	NEPA Environmental	\$271.12	29-Mar-21	31-Mar-22	231	0.08	140	\$37,957	\$0	\$37,957
7.0	1	HNTB	Hill, Staci	NEPA Environmental	\$211.65	29-Mar-21	31-Mar-22	231	0.19	340	\$71,960	\$0	\$71,960
7.0	22		ODC's			29-Mar-21	31-Mar-22	264				\$ 3,140.00	\$3,140
8.0 Pre-Construction Services				1		29-Mar-21	31-Mar-22	264	2.53	4,670	\$789,399	\$23,101	\$812,500
8.0	14	HNTB	Bleyl, Jason	Program Manager	\$224.77	29-Mar-21	31-Mar-22	231	0.09	160	\$35,963	\$0	\$35,963
8.0	10	HNTB	Thorpe, Greg	Pre-Construction Engineering Lead	\$253.13	29-Mar-21	31-Mar-22	231	0.12	220	\$55,688	\$0	\$55,688
8.0	11	HNTB	Livingston, Laren	Project Controls Lead	\$243.39	29-Mar-21	31-Mar-22	231	0.09	160	\$38,943	\$0	\$38,943
8.0	2	HNTB	Kalafatis, Katrina	Rail/Track Engineer	\$154.50	29-Mar-21	31-Mar-22	231	0.13	240	\$37,080	\$0	\$37,080
8.0	1	HNTB	Wheeler, Justin	Rail/Track Engineer	\$261.38	29-Mar-21	31-Mar-22	231	0.03	50	\$13,069	\$0	\$13,069

8.0	2	RailPros	Marshall, Jim	Rail/Track Engineer		\$235.24	29-Mar-21	31-Mar-22	231	7.0%	130	\$30,581	\$0	\$30,581
8.0	1	HNTB	Handzel, Chris	Bus Rapid Transit		\$222.65	29-Mar-21	31-Mar-22	231	0.09	170	\$37,851	\$12,000	\$49,851
8.0	1	HNTB	Huffer, Mark	Bus Rapid Transit		\$260.54	29-Mar-21	31-Mar-22	231	0.02	40	\$10,421	\$0	\$10,421
8.0	2	HNTB	Farley, Kevin	Civil/Transportation Engineer		\$248.26	29-Mar-21	31-Mar-22	231	0.05	90	\$22,343	\$0	\$22,343
8.0	1	HNTB	Holzcamp, Stephanie	Civil/Transportation Engineer		\$105.19	29-Mar-21	31-Mar-22	231	0.06	120	\$12,623	\$0	\$12,623
8.0	1	CRSA	Gillman, Kelly	Transit Stations		\$213.14	29-Mar-21	31-Mar-22	231	9.2%	170	\$36,234	\$0	\$36,234
8.0	1	HNTB	Chen, Anko	Transit Stations		\$243.18	29-Mar-21	31-Mar-22	231	0.04	70	\$17,023	\$0	\$17,023
8.0	1	HNTB	Trautmann, John	Bus Facilities		\$251.22	29-Mar-21	31-Mar-22	231	0.04	70	\$17,586	\$4,200	\$21,786
8.0	2	HNTB	Balle, Mitch	Structures Engineer		\$260.11	29-Mar-21	31-Mar-22	231	0.04	70	\$18,208	\$0	\$18,208
8.0	1	Terracon	Chesnut, Rick	Geotechnical Engineer		\$212.90	29-Mar-21	31-Mar-22	231	24.9%	460	\$97,934	\$0	\$97,934
8.0	1	Johnson Const.	Johnson, Joe	Utility Coordination		\$120.00	29-Mar-21	31-Mar-22	231	49.8%	920	\$110,400	\$0	\$110,400
8.0	1	Redcon	Yates, Bryan	Survey	DBE	\$133.00	29-Mar-21	31-Mar-22	231	24.4%	450	\$59,850	\$0	\$59,850
8.0	1	HNTB	Marsh, Teri	Value Engineering		\$176.30	29-Mar-21	31-Mar-22	231	0.06	120	\$21,156	\$0	\$21,156
8.0	2	HNTB	Project Accountant	Project Accountant		\$185.19	29-Mar-21	31-Mar-22	231	0.13	240	\$44,446	\$0	\$44,446
8.0	1	B2 Land Services	Bachman, Maurine	ROW Acquisition		\$100.00	29-Mar-21	31-Mar-22	231	39.0%	720	\$72,000	\$0	\$72,000
8.0	22		ODC's				29-Mar-21	31-Mar-22	264				\$ 6,901.00	\$6,901
9.0 Construction Management, Administration and Oversight Services					0		29-Mar-21	31-Mar-22	264	2.01	3,710	\$649,626	\$2,680	\$652,306
9.0	3	HNTB	Paxton, Brett	Construction Management Lead		\$157.25	29-Mar-21	31-Mar-22	231	0.71	1,320	\$207,574	\$0	\$207,574
9.0	3	HNTB	Rankin, Ryan	Quality Manager/Civil Inspection		\$182.44	29-Mar-21	31-Mar-22	231	0.77	1,420	\$259,063	\$0	\$259,063
9.0	2	RailPros	Marshall, Jim	Rail/Transit Inspection & CM		\$235.24	29-Mar-21	31-Mar-22	231	16.2%	300	\$70,572	\$0	\$70,572
9.0	1	Consultant Eng.	Osman, Maher	Rail/Transit Inspection & CM		\$164.62	29-Mar-21	31-Mar-22	231	11.9%	220	\$36,216	\$0	\$36,216
9.0	2	HNTB	Heaton, Kelly	Systems Inspection		\$185.83	29-Mar-21	31-Mar-22	231	0.05	90	\$16,724	\$0	\$16,724
9.0	1	Infinity Corrosion	Llewellyn, Erik	Corrosion Control Testing		\$155.00	29-Mar-21	31-Mar-22	231	15.2%	280	\$43,400	\$0	\$43,400
9.0	2	HNTB	McNally, Ryan	Safety & Security		\$161.70	29-Mar-21	31-Mar-22	231	0.02	40	\$6,468	\$0	\$6,468
9.0	2	HNTB	Elder, Joel	Safety & Security		\$240.22	29-Mar-21	31-Mar-22	231	0.02	40	\$9,609	\$0	\$9,609
9.0	22		ODC's				29-Mar-21	31-Mar-22	264				\$ 2,680.00	\$2,680
10.0 Project Controls Services					0		29-Mar-21	31-Mar-22	264	1.08	1,990	\$399,987	\$2,445	\$402,432
10.1	11	HNTB	Livingston, Laren	Project Controls Lead		\$243.39	29-Mar-21	31-Mar-22	231	0.23	430	\$104,659	\$0	\$104,659
10.1	3	Stanton	Pala, Marko	Cost Estimating Lead		\$168.82	29-Mar-21	31-Mar-22	231	13.0%	240	\$40,517	\$0	\$40,517
10.1	4	Stanton	Pala, Pam	Scheduling Lead		\$148.56	29-Mar-21	31-Mar-22	231	13.0%	240	\$35,654	\$0	\$35,654
10.1	1	Consultant Eng.	Elias, Daniel	Cost Estimating		\$164.62	29-Mar-21	31-Mar-22	231	3.2%	60	\$9,877	\$0	\$9,877
10.1	1	HNTB	Seneviratne, Asitha	Cost Estimating		\$234.72	29-Mar-21	31-Mar-22	231	0.03	60	\$14,083	\$0	\$14,083
10.2	10	HNTB	Thorpe, Greg	Pre-Construction Engineering Lead		\$253.13	29-Mar-21	31-Mar-22	231	0.15	270	\$68,345	\$0	\$68,345
10.2	14	HNTB	Bleyl, Jason	Program Manager		\$224.77	29-Mar-21	31-Mar-22	231	0.15	270	\$60,687	\$0	\$60,687
10.3	2	HNTB	Gullmino, Brad	Financial Planning & Modeling		\$381.81	29-Mar-21	31-Mar-22	231	0.04	80	\$30,545	\$0	\$30,545
10.4	3	HNTB	Rasmussen, Corrine	Document Controls		\$104.76	29-Mar-21	31-Mar-22	231	0.18	340	\$35,620	\$0	\$35,620
10.4	22		ODC's				29-Mar-21	31-Mar-22	264				\$ 2,445.00	\$2,445

11.0 Systems and Signals Engineering Oversight				1		29-Mar-21	31-Mar-22	264	0.68	1,260	\$299,956	\$3,925	\$303,881	
11.0	2	HNTB	Farley, David		Systems and Signals Engineering Lead	\$356.20	29-Mar-21	31-Mar-22	231	0.10	180	\$64,116	\$0	\$64,116
11.0	1	HNTB	Hettinger, Craig		Rail Systems/Signals	\$206.14	29-Mar-21	31-Mar-22	231	0.05	90	\$18,553	\$0	\$18,553
11.0	1	PineTop	Wright, Mike		Traffic/Transit Signals and ITS	\$140.26	29-Mar-21	31-Mar-22	231	4.9%	90	\$12,623	\$0	\$12,623
11.0	1	HNTB	Kelly, Alex		Rail Communications	\$241.70	29-Mar-21	31-Mar-22	231	0.10	180	\$43,506	\$0	\$43,506
11.0	1	HNTB	Abdel Basit, Zac		Traction Power	\$165.51	29-Mar-21	31-Mar-22	231	0.05	90	\$14,896	\$0	\$14,896
11.0	1	TRES	Romo, Eduardo		Rail Operation & Simulation Analysis	\$230.00	29-Mar-21	31-Mar-22	231	15.2%	280	\$64,400	\$0	\$64,400
11.0	2	HNTB	Heaton, Kelly		PTC Management	\$185.83	29-Mar-21	31-Mar-22	231	0.05	90	\$16,724	\$0	\$16,724
11.0	1	Deutsche Bahn	Harris, Lynn		Asset & Fleet Management	\$212.44	29-Mar-21	31-Mar-22	231	6.5%	120	\$25,493	\$2,200	\$27,693
11.0	1	HNTB	Allen, Patrick		Vehicle Engineering	\$256.73	29-Mar-21	31-Mar-22	231	0.05	90	\$23,105	\$0	\$23,105
11.0	1	HNTB	Schlick, John		OCS	\$330.80	29-Mar-21	31-Mar-22	231	0.03	50	\$16,540	\$0	\$16,540
11.0	22		ODC's				29-Mar-21	31-Mar-22	264				\$ 1,725.00	\$1,725
12.0 Quality Assurance and Consultant Performance Evaluation				0			29-Mar-21	31-Mar-22	264	0.23	420	\$80,262	\$1,210	\$81,472
12.0	3	HNTB	Rankin, Ryan		Quality Manager/Civil Inspection	\$182.44	29-Mar-21	31-Mar-22	231	0.13	240	\$43,785	\$0	\$43,785
12.0	14	HNTB	Bleyl, Jason		Program Manager	\$224.77	29-Mar-21	31-Mar-22	231	0.04	70	\$15,734	\$0	\$15,734
12.0	11	HNTB	Livingston, Laren		Project Controls Lead	\$243.39	29-Mar-21	31-Mar-22	231	0.02	40	\$9,736	\$0	\$9,736
12.0	3	HNTB	Paxton, Brett		Construction Management Lead	\$157.25	29-Mar-21	31-Mar-22	231	0.04	70	\$11,008	\$0	\$11,008
12.0	22		ODC's				29-Mar-21	31-Mar-22	264				\$ 1,210.00	\$1,210
13.0 Adjunct Services				1			29-Mar-21	31-Mar-22	264	0.24	440	\$94,358	\$1,420	\$95,778
13.0	10	HNTB	Thorpe, Greg		Pre-Construction Engineering Lead	\$253.13	29-Mar-21	31-Mar-22	231	0.05	90	\$22,782	\$0	\$22,782
13.0	1	Connetics	Rosales, Susan		Operations and Cost Modeling	\$208.71	29-Mar-21	31-Mar-22	231	9.74%	180	\$37,568	\$0	\$37,568
13.0	1	HNTB	Marciante, Loreana		Alternative/Mirco Transit	\$196.62	29-Mar-21	31-Mar-22	231	0.05	90	\$17,696	\$0	\$17,696
13.0	1	Fehr & Peers	Jacobson, Daniel		Alternative/Mirco Transit	\$172.12	29-Mar-21	31-Mar-22	231	2.16%	40	\$6,885	\$0	\$6,885
13.0	1	Kimley-Horn	Crowther, Brent		Alternative/Mirco Transit	\$235.70	29-Mar-21	31-Mar-22	231	2.16%	40	\$9,428	\$0	\$9,428
13.0	22		ODC's				29-Mar-21	31-Mar-22	264				\$ 1,420.00	\$1,420

*The pricing contained in the table above represents an estimate of costs based on projected workload. Actual costs shall be based upon the actual work performed as directed by UTA. The contract contains no guaranteed minimum hours. Actual work performed will be based upon the needs of UTA. The loaded labor rates shown in the table above are inclusive of overhead, subconsultant handling, and profit and shall be used as the full up contract billing rates.

Exhibit C – Exhibit C – Office Co-Location Expectation

Office Co-Location Expectations

- 1 UTA will provide the following items to help facilitate the office co-location arrangement:
 - 1.1 Cubicle space for the Program Manager, Consultant's Team Member #1 and Consultant's Team Member #2.
 - 1.2 A desk for Program Manager, Consultant's Team Member #1 and Consultant's Team Member #2.
 - 1.3 An internet connection for all three.
 - 1.4 A storage room for minor equipment and supplies

- 2 HNTB Corporation will provide the following to help facilitate the office co-location arrangement
 - 2.1 Own computers and computer maintenance
 - 2.2 Own printer
 - 2.2.1 Any supplies needed for the printer
 - 2.2.2 Printer maintenance
 - 2.3 Any wireless routers or other computer hardware deemed necessary.

Exhibit D – Forms
Declaration & Federal Forms