

Landmark Companies Inc 1670 S Hwy 165 Suite 101 Providence UT 84332			PURCHASE ORDER NUMBER		
			OG	223583	
		Utah Transit Authority		PO Number Must Appear On All Invoices And Shipments	
		<i>An Equal Opportunity Employer</i>		VENDOR NUMBER	PO DATE
				1500588	6/20/2022
SEND INVOICE TO:	SHIP TO:			ORDER TAKEN BY	FOB
AP@RIDEUTA.COM	ATTENTION: RECEIVING				*
669 W 200 S	3600 S 700 W	801-287-3008		BUYER	PAGE NUMBER
SLC, UT 84101	Salt Lake City UT 84119	www.rideuta.com		Motes, Brian	1 of 1

Confirmation: Do not Duplicate	Ship as soon as possible. Early Shipments Allowed
Utah Transit Authority Is Tax Exempt	Motes, Brian
Total PO Value: 297,220.79	

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00010737	6/20/22	EA	40-3229.68912	SL Co Bus Stop Construction	.0000	297,220.79

State of Utah eziQC Contract Number: MA3939 22-03583BM for the Salt Lake County Bus Stop Improvements 2022. See the attached Insurance Requirements on page 2 and 3 of this Purchase Order.

Unless otherwise expressly agreed in a written document executed by Utah Transit Authority ("UTA"), this Purchase Order is subject to UTA's standard terms and conditions revision date: September 2020, effective as of the date of this Purchase Order. UTA's standard terms and conditions are found at <http://www.rideuta.com/-/media/872EE81C35F84C6C880E221E756EEA7B.ashx>. Vendor's acceptance of this Purchase Order is limited to the express terms of UTA's standard terms and conditions, without modification. Vendor's delivery of the Goods or commencement of performance of Services identified in this Purchase Order are effective modes of acceptance. Any proposal for additional or different terms or any attempt by Vendor to vary in any degree any of the terms of the Contract, are hereby objected to and rejected (and this Purchase Order shall be deemed accepted by Vendor without the additional or different terms).

If this Purchase order is purchased using a State Contract, then terms and conditions are pursuant to that State Contract.

GENERAL INSURANCE REQUIREMENTS

All construction on UTA property requires Railroad Protective Liability Insurance (RRPLI) on top of the General Liability Insurance. Below is the list of the general insurance requirements for crossing UTA right of way. These limits may be adjusted depending on the type of license.

1. **Commercial General Liability Insurance:** Policy providing coverage for death, personal injury and property damage with a combined single limit of at least \$2,000,000 each occurrence or claim and an aggregate limit of at least \$4,000,000. The policy shall contain broad form contractual liability insurance covering the indemnity obligations assumed by Licensee and/or Contractor in the Agreement. Exclusions for railroads (except where the Work is in all places more than 50 feet from any railroad tracks, bridges, trestles, roadbeds, terminals, underpasses or crossings), and explosion, collapse and underground hazard shall be removed. Coverage provided on a "claims made" form shall provide for at least a two-year extended reporting and discovery period if (a) the coverage changes from a claims made form to an occurrence form, (b) there is a lapse/cancellation of coverage, or (c) the succeeding claims made policy retroactive date is different for the expiring policy.
 - A. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Contractual Liability Railroads" ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Utah Transit Authority Property" as the Designated Job Site.
2. **Automobile Liability Insurance:** Policy providing bodily injury, property damage and uninsured vehicles coverage with a combined single limit of at least \$2,000,000 each occurrence or claim. This insurance shall cover all motor vehicles including hired and non-owned, and mobile equipment if excluded from coverage under the commercial general liability insurance.
3. **Worker's Compensation and Employer's Liability Insurance:** Policy covering Licensee's statutory liability under the laws of the State of Utah. If Licensee is self-insured, evidence of State approval must be provided.
4. **Railroad Protective Liability Insurance:** During construction and maintenance within 50 feet of an active railroad track, including but not limited to installation, repair or removal of facilities, equipment, services or materials, the Licensee and/or Licensee's Contractor must maintain "Railroad Protective Liability" insurance on behalf of UTA as the only named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. If construction or maintenance within 50 feet of an active railroad track will cost more than \$10 million, will take longer than 12 months or involves bridgework (such as new bridge construction, structural repair to bridges, widening of bridges and bridge demolition), special limits may be required. A. If the contractor is not enrolling for this coverage under UTA's blanket RRPLI program, the policy provided by the contractor must have the definition of "JOB LOCATION" AND "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement.
5. **Umbrella or Excess Insurance:** If Licensee and/or Contractor utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.
6. **Other Insurance Provisions**
 - A. Licensee and/or Contractor and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Licensee's and/or Contractor's insurance shall be primary with respect to any insurance carried by UTA. Licensee's and/or Contractor's policy(ies) shall contain a provision that the insurance company will furnish UTA 30 days' advance written notice of any cancellation or lapse, or the effective date of any reduction in the amount or scope of coverage.

- B. The required insurance policy(ies) shall be written by a reputable insurance company with a current AM Best's Insurance Guide Rate of A better, or as may otherwise be acceptable to UTA. Such insurance company shall be authorized to transact business in the State of Utah.
- C. The fact that insurance is obtained by Licensee and/or Contractor shall not be deemed to release or diminish the liability of Licensee including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by UTA shall not be limited by the amount of the required insurance coverage.
- D. Licensee and/or Contractor and their insurers shall name Utah Transit Authority as an additional insured with respect to all liabilities arising out of the existence, use or any work performed on or associated with the crossing or work.