

PROFESSIONAL SERVICES AGREEMENT

UTA CONTRACT #23-03706VW

Davis-SLC Community Connector Categorical Exclusion and Preliminary Design

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

RECITALS

WHEREAS, UTA desires to hire professional services for Davis-SLC Community Connector Categorical Exclusion and Preliminary Design.

WHEREAS, On May 2, 2023, UTA issued Request for Qualification Package Number 23-03706VW (“RFQU”) encouraging interested parties to submit proposals to perform the services described in the RFQU.

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

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

AGREEMENT

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

1. SERVICES TO BE PROVIDED

- a. Consultant shall perform all Work as set forth in the Scope of Services (Exhibit A) . Except for items (if any) which this Contract specifically states will be UTA-provided, Consultant shall furnish all the labor, material and incidentals necessary for the Work.
- b. Consultant shall perform all Work under this Contract in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.
- c. All Work shall conform to generally accepted standards in the transit industry. Consultant shall perform all Work in compliance with applicable laws, regulations, rules, ordinances, permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection.
- d. Consultant shall furnish only qualified personnel and materials necessary for the performance of the Work.

- e. When performing Work on UTA property, Consultant shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.

2. MANAGEMENT OF WORK

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

3. PROGRESS OF WORK

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

4. PERIOD OF PERFORMANCE

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect until all Work is completed in accordance with this Contract, as reasonably determined by UTA. Consultant shall complete all Work no later than **December 31, 2025**. This guaranteed completion date may be extended if Consultant and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

5. COMPENSATION

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

6. INCORPORATED DOCUMENTS

- a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:
 1. The terms and conditions of this Professional Services Supply Agreement (including any exhibits and attachments hereto).
 2. UTA's 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;

3. Consultant 's Proposal including, without limitation, all federal certifications (as applicable);

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

7. ORDER OF PRECEDENCE

The Order of Precedence for this contract is as follows:

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

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

8. CHANGES

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

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

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

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

- A. The date, circumstances, and source of the change; and
- B. That Consultant regards the identified item as a change in Work giving rise to an adjustment in this Contract.

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

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

9. **INVOICING PROCEDURES**

- a. Consultant shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Consultant shall submit invoices to [Project Manager Patti Garver at pgarver@rideuta.com](mailto:pgarver@rideuta.com) for processing and payment. In order to timely process invoices, Consultant shall include the following information on each invoice:
 - i. Consultant Name
 - ii. Unique Invoice Number
 - iii. PO Number
 - iv. Invoice Date
 - v. Detailed Description of Charges, including:
 - B. Task Number
 - C. Activity Description
 - D. Budget
 - E. Previously Invoiced
 - F. Current Invoice
 - G. Total Invoiced
 - H. Remaining Budget
 - I. Percent Spent
 - vi. Total Dollar Amount Due
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Consultant under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Consultant within thirty (30) calendar days of invoice submittal to [Project Manager Patti Garver at](mailto:pgarver@rideuta.com)

pgarver@rideuta.com. Invoices not submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department.

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 Consultant s, agent, officers, directors, employees, joint owners, affiliates and Consultant s.

11. USE OF SUBCONSULTANT S

- a. Consultant shall give advance written notification to UTA of any proposed subcontract (not indicated in Consultant's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subconsultant s, 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 subconsultant s, 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 subconsultant s.
- e. Consultant agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Consultant further agrees that all subcontracts shall comply with all applicable laws.

12. KEY PERSONNEL

Consultant shall provide the key personnel as indicated in Consultant's Proposal (or other applicable provisions of this Contract), and shall not change any of said key personnel without the express written consent of UTA. The following individuals are concerned to be key personnel under this contract.

Claire Woodman, AICP

Jodi Pearson, PE

Chris Price, PE

If the Consultant changed key personnel without the express written permission of UTA, it shall be in

default of the contract and liable for default damages.

13. SUSPENSION OF WORK

- a. UTA may, at any time, by written order to Consultant, require Consultant to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.
- b. If a Suspension of Work Order issued under this Article is canceled, Consultant shall resume Work as mutually agreed to in writing by the parties hereto.
- c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.
- d. If the Suspension of Work causes an increase in Consultant's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Consultant for the additional costs or time, and modify this Contract by Change Order.

14. TERMINATION

a. FOR CONVENIENCE:

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

b. FOR DEFAULT:

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

1. Terminate the Contract (in whole or in part) for default and obtain the Professional Services using other Consultants or UTA's own forces, in which event Consultant shall be liable for all incremental costs so incurred by UTA;

2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
3. Except to the extent limited by the Contract, pursue other remedies available at law.

CONSULTANT'S POST TERMINATION OBLIGATIONS:

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

15. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

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

16. FINDINGS CONFIDENTIAL

Any documents, reports, information, or other data and materials delivered or made available to or prepared or assembled by Consultant or subconsultant under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Consultant without consent in writing from UTA. If confidential information is released to any third party without UTA's written consent as described above, Consultant shall notify UTA of the data breach within 10 days and provide its plan for immediate mitigation of the breach for review and approval by UTA.

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

17. PUBLIC INFORMATION.

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

18. GENERAL INDEMNIFICATION

Consultant shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") related to bodily injury, including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Consultant or any of its owners, officers, directors, agents, employees or subconsultants. This indemnity includes any claim or amount arising out of the failure of such Consultant to conform to federal, state, and local laws and regulations. If an employee of Consultant, a subconsultant, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnatee, Consultant's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts. The indemnity obligations of Consultant shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

19. INSURANCE REQUIREMENTS

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

- A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Consultant shall provide coverage with limits of liability not less than those Stated below. An excess liability policy or umbrella liability

policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

1. Commercial General Liability – Occurrence Form

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

- General Aggregate \$4,000,000
 - Products – Completed Operations Aggregate \$1,000,000
 - Personal and Advertising Injury \$1,000,000
 - Each Occurrence \$2,000,000
- a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant ".
 - b. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: “Contractual Liability Railroads” ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing “Utah Transit Authority Property” as the Designated Job Site.

2. Automobile Liability

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

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

5. Railroad Protective Liability Insurance (RRPLI) –

During construction and maintenance within fifty (50) feet of an active railroad track, including but not limited to installation, repair or removal of facilities, equipment, services or materials, the Consultant must maintain “Railroad Protective Liability” insurance on behalf of UTA only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.

If the Consultant is not enrolling for this coverage under UTA’s blanket RRPLI program, the policy provided 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.

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.
3. Consultant and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Consultant’s insurance shall be primary with respect to any insurance carried by UTA. Consultant will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an “A.M. Best” rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Consultant shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage

on its behalf.

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

All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at utahta@ebix.com. 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. SUBCONSULTANT S: Consultant s' certificate(s) shall include all subconsultant s as additional insureds under its policies or subconsultant s 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-Consultant s maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-Consultant s. Utah Transit Authority must be scheduled as an additional insured on any sub-Consultant policies.
- G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the Office of General Counsel, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

20. OTHER INDEMNITIES

- a. Consultant shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all Claims of any kind or nature whatsoever on account of infringement relating to Consultant 's performance under this Contract. If notified promptly in writing and given authority, information and assistance, Consultant shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Consultant shall pay all damages and costs awarded therein against UTA due to such breach. In case any portion of the Work is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under this Contract, Consultant shall, at its expense and through mutual agreement between the UTA and Consultant , either procure for UTA any necessary intellectual property rights, or modify Consultant 's services or deliverables such that the claimed infringement is eliminated.
- b. Consultant shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or Claims made or filed against UTA or upon the Work or the property on which the Work is located on account of any labor performed or labor, services, and equipment furnished by subconsultant s 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 subconsultant s of any tier. If any lien arising out

of this Contract is filed, before or after Work is completed, Consultant, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Consultant fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subconsultant, Consultant shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Consultant fails to do so, Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

21. INDEPENDENT CONSULTANT

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

22. PROHIBITED INTEREST

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

23. CLAIMS/DISPUTE RESOLUTION

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

Level of Authority	Time Limit
UTA's Project Manager/Consultant's Project Manager	Five calendar days
UTA's Chief Capital Services Officer/Consultant's Utah Transportation Director of Operations	Five calendar days
UTA's Executive Director / Consultant's Chief Operating Officer	Five calendar days

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

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

24. GOVERNING LAW

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

25. ASSIGNMENT OF CONTRACT

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

26. NONWAIVER

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

27. NOTICES OR DEMANDS

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

If to UTA:
Utah Transit Authority
ATTN: Vicki Woodward
669 West 200 South
Salt Lake City, UT 84101

with a required copy to:
Utah Transit Authority
ATTN: Legal Counsel
669 West 200 South
Salt Lake City, UT 84101

If to Horrocks Engineers, Inc.
Claire.woodman, AICP, Principal, Project Manager
1265 East Fort Union Blvd. Suite 200
Cottonwood Heights, 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 AND SUBCONSULTANTS UNDER DESIGN AND CONSTRUCTION CONTRACTS

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

30. COSTS AND ATTORNEYS FEES

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

31. NO THIRD-PARTY BENEFICIARY

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

32. FORCE MAJEURE

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

33. UTAH ANTI-BOYCOTT OF ISRAEL ACT

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

34. TRAVEL COSTS

Any travel costs charged against this contract and paid for with contract funds must be in compliance with UTA's Travel Policy (UTA .02.XX) and the U.S. General Services Administration (GSA) per diem rates

35. SEVERABILITY

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

36. ENTIRE AGREEMENT

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

37. AMENDMENTS

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

38. 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.

39. SURVIVAL

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

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

UTAH TRANSIT AUTHORITY:

By:
Jay Fox
Executive Director

Date:

By:
David Hancock
Chief Service Development Officer

Date:

Approved as to Content and Form

By: 
Mike Bell, AAG State of Utah
And UTA Legal Counsel

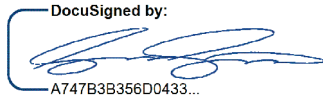
Date: 10/26/2023

Reviewed & Recommended

By:
Patti Garver
UTA Project Manager

Date:

HORROCKS ENGINEERS, INC.:

By: 
Spencer Stephenson
Vice President
Fed ID# 87-0296502

Date: 10/26/2023

Exhibit A – Scope of Work

Introduction

This scope of work summarizes activities related to the completion of FTA-compliant NEPA documentation and preliminary engineering design (approximately 30%) for portions of the Davis-SLC Community Connector corridor-based bus rapid transit project from Farmington, Utah to Salt Lake City, Utah.

The Davis-SLC Community Connector is a proposed corridor-based bus rapid transit (BRT) system between Farmington City and Salt Lake City. In 2014, UTA conducted an alternatives analysis and, with input from the community, selected a preferred corridor connecting downtown Salt Lake City with the Woods Cross Front Runner station. In 2021, this alignment was modified to extend northward to the Farmington FrontRunner station, and to continue eastward from downtown Salt Lake City into the University of Utah and Research Park. It recommends 26.5 miles of Corridor BRT service from Farmington FrontRunner Station to Research Park. A project map is provided is available [online](#).

The bus will operate in mixed flow traffic with no exclusive lanes. The project will include bus stops in some sections (consistent with the design for a Level III Eclipse Bus Stop in UTA’s Bus Stop Master Plan) and bus stations in some sections (using the Midvalley BRT Connector bus station template). Stops and stations are at varied stages of completeness along the corridor. The number of stops/stations and level of effort anticipated to be required is detailed in Task 5, with a map provided in the Project Description section, below.

Scope of Work Assumptions

Scope of Work Assumptions

1. A Documented Categorical Exclusion (DCE) document is assumed to be the appropriate level of FTA-compliant NEPA documentation. NEPA documentation will be coordinated with FTA (Federal Transit Administration) upon project initiation.

2. An Environmental Impact Report for a portion of the alignment was completed in February 2022 for UTA. This Summary Report, while not a compliant NEPA document, included environmental analysis that will be a reference document for an FTA compliant NEPA document for part of the alignment. The alignment analyzed in this Environmental Impact Report is outdated in three ways: the northern terminus should extend to Farmington FrontRunner station¹, but the northern terminus in the 2022 document is located at FrontRunner Woods Cross; the southern terminus should extend to Research Park, but the southern terminus in the 2022 document is located on State Street and 200 S in SLC; and the 2022 document includes a section of exclusive right-of-way which is no longer part of the project.

3. It is assumed that the physical footprint of the Davis-SLC Connector is limited to those stops and stations (minor access improvements are included for stops/stations that do not have sidewalk connections, no other access improvements are considered) along the alignment that have not already been constructed. It is assumed that all stops along the alignment from 300 South in Bountiful and northward have progressed to final design and are not included in this scope of work for design or environmental services and documentation; and seven stops in Salt Lake City are already constructed or currently under construction as part of Salt Lake City’s 200 South Transit Corridor project). The physical footprint includes an end-of-line (EOL) facility at Research Park with layover space and operator facilities, as well as electric bus charging infrastructure at both Research Park and FrontRunner Farmington.

4. Consultant will lead public engagement services with support from UTA/Program Management Services

¹ The extension of the northern terminus to Farmington FrontRunner will be described as part of the overall project but design and environmental analysis of stops including and north of 300 South in Bountiful is not included in this scope of work, with the exception of the Farmington FrontRunner End of Line facility.















Consultant (PMSC).

- 5. Consultant will lead agency and stakeholder coordination, including preparing materials, letters, and exhibits. UTA/PMSC will support Consultant with agency and stakeholder coordination.
- 6. Preliminary Design to be based on UTA Bus Stop Master Plan Design Criteria and other applicable local agency/jurisdiction standards and design criteria.
- 7. Design will be completed in Bentley OpenRoads Designer (ORD).
- 8. Consultant shall provide surveys of the proposed bus stop/station locations for use in the Preliminary Design and complete concept-level right of way documents and property valuations of any properties required for acquisition.
- 9. Consultant to conduct all environmental surveys and assessments.
- 10. An air conformity hot spot analysis will not be required because buses using the stations, stops, and corridor will be electric.
- 11. Project duration will be 18 months.

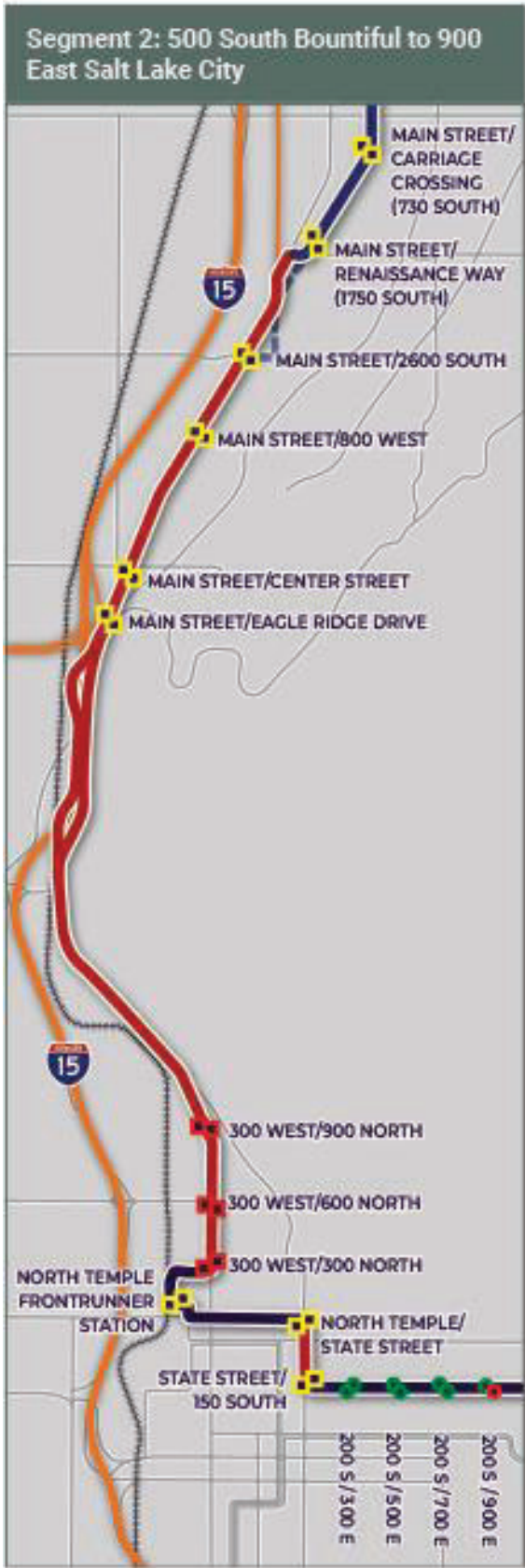
Project Description

The approximately 26.5-mile line from Farmington to Salt Lake City will have 15-minute headways during daytime hours (6:00am to 8:00pm); 30-minute headways early mornings and late evening hours (early/late hours TBD). The alignment is proposed to include 12 transit stations (24 platforms), in its sections between approximately 500 South in Bountiful and 200 South in Salt Lake City. These stations are proposed to have passenger amenities such as platforms with shelters and bike racks, informational and ticket purchase kiosks, real-time bus arrival information on electronic reader-boards, and night-time platform lighting. The project also overlaps with Salt Lake City’s 200 South Transit Corridor project, currently under construction. Salt Lake City’s 200 South bus stops will have transit priority lanes, in-lane bus stops with floating bus boarding platforms, and buffered bike lanes behind the bus boarding platforms. The Davis-SLC Community Connector will overlap with these enhanced bus stops at 300 East, 500 East, 700 East, and 900 East. The remainder of the alignment will include bus stops consistent with UTA’s Level III Eclipse Bus Stop design.

As noted above, the full project extent as described in this section is not covered as part of this scope of work for design and environmental review and is subject to assumptions as described above and for each task below.

MAP LEGEND	CURRENT STOP/STATION DESIGN STAGE
 BRT STOPS	   ADVANCED
 BRT STATIONS	   INTERMEDIATE
 EOL FACILITIES	   BEGINNING
 BRT ALIGNMENT	
 BRT ALIGNMENT ON UDOT ROADWAY	





Task 1: Project Management

Consultant will provide overall direction and control for the work tasks as specified within this Scope of Work. The Consultant will be responsible for team coordination, including with subconsultants; implementation of quality-control measures; project reporting to UTA; and project documentation.

Anticipated tasks include:

- Coordinate activities among consultant team members and UTA/PMSC.
- Develop and maintain SharePoint site for collaboration.
- Develop schedule and update quarterly.
- Monthly invoicing and status reports, including schedule status, to include hourly rates, hours, and direct costs incurred by the Consultant in performance of the contract for the project during the preceding accounting period, a summary of work performed, milestones and deliverables, a record of the total scope of work completed (cost to date), and percentage of scope of work remaining (cost remaining), and supporting documentation. This applies to all sub-consultants on the project.
- Maintaining required information in UTA eComply Solutions portal.
- Conduct bi-monthly in-person Project Team meetings and attend other project team meetings as needed; prepare meeting materials, agendas, and minutes.
- Conduct in-person Project Management Team meetings, up to eight meetings (consultant PM, consultant, DPM, UTA PM; may occasionally involve others depending on topics being discussed).
- Prepare a Project Management Plan to include a work scope, schedule, budget, project controls including quality assurance/quality control, and invoicing and reporting procedures.
- Develop and follow a Quality Management Plan.
- Bi-weekly internal team coordination (one-hour virtual meeting) with all project leads (up to five consultant team members).
- Maintain an ongoing Administrative Record, consistent with NEPA requirements. The final project files will be delivered in electronic format with a database (Excel spreadsheet) identifying contents of all files. The electronic database can be searched to find records. Files should include PDF and original file formats for documents, maps, and other graphics.

Deliverables

- Project Schedule
- Monthly progress reports with invoices
- Meeting agendas and summaries
- Project Management Plan
- Quality Management Plan
- Risk Register
- Administrative Record

Assumptions

- Anticipated meeting frequency and consultant staff attendance is described below:
 - Project Team meetings: two meetings/month, in-person, one hour, up to 4 consultant team members (depending on work activities performed for public involvement this may increase to include up to five consultants at up to four meetings)

Task 2: Data Collection

Consultant will gather data and information necessary to complete the study. Project Team will conduct a site visit along the entire corridor and meet with UTA Operations. An ArcGIS online map will be developed to house all GIS and spatial data. This map will be updated throughout the project. Data gathering will include, but not be limited to:

- Aerial imagery
- Previously collected topographic survey

- Supplemental topographic survey (REDCON)
 - REDCON will perform topographic survey using PGS to establish survey control and conventional field surveying techniques to locate all physical features lying within an area as defined by design team (39 unique locations). Visible (above-ground) utilities will be identified along with any Blue Stake demarcations present at the time of survey. Utility invert information and pipe size will not be provided. Conventional surveying to be performed for topography for the purpose of meeting ADA Standards during the design process.
- Design files from previously prepared station concept designs
- Assessor parcel data
- Right-of-Way Resolution (REDCON)
 - REDCON will conduct a field survey of physical evidence pertinent to the right-of-way of the subject properties and analyze public record information including plans, maps, deed, notes and other relevant documents versus physical evidence.
- Schematic utility mapping from owners (using information collected in previous phase where applicable)
 - Mapping will be obtained for the entire corridor.
- Existing utility base file
 - Once the stop/station locations are determined through the macro-refinement process, an existing utility base file will be prepared.
 - The existing utility base file will show existing utility information (SUE Quality Level D) at each stop/station location only (base file will not be generated for the entire corridor).
- GIS data from national, state, and local sources
- Regional transportation plans as they pertain to the project area
- Land use assumptions and current land use and development plans for each City, with specific focus at each potential station area
- Existing transit system (including bus) and ridership
- Road network and traffic volumes
- Previous applicable corridor, interchange, and project studies by cities, counties, UTA, and UDOT (Utah Department of Transportation)
- Current General Plans, Transportation Plans, and zoning for each city in the project area
- Planned roadway improvements
- Identification of operational parameters from UTA Operations Staff
- Other relevant data as identified by the Consultant, UTA/PMSC, and stakeholders

Deliverables

- ArcGIS online map
- Project CADD Base Files
- Existing topography and existing right-of-way base files
 - REDCON will prepare and deliver scaled base files for right-of-way results and planimetrics of the surveyed area containing existing right-of-way lines and all existing topographic features and contouring at 1-foot intervals along with spot elevations for design purposes.

Assumptions

- Data collected will be used to compile the environmental document; however, a separate Data Collection Technical Memo will not be required.
- Construction staking/layout, setting property corners, and providing utility inverts and pipe size are not included.

Task 3: Public Engagement

Public engagement will be completed as needed.

Task 4: Environmental Services and Document Preparation

This project is assumed to be an FTA-compliant Documented Categorical Exclusion (DCE). The class of action determination will be made through coordination with UTA and FTA. If a class of action other than DCE is appropriate, a contract modification will be required to address the change in scope. Some Davis-SLC Community Connector stops or stations have conceptual design available while others do not. New designs will be developed (and available designs refined) as needed to develop an understanding of environmental impacts, as described in Task 5. Stops and stations along the Davis-SLC Community Connector will be included for environmental analysis and 30% preliminary as described in detail in Task 5.

Environmental analysis will not include stops from 300 South in Bountiful to the northern terminus. Farmington EOL will be included in the environmental analysis.

4.0 High-level Resource Review

Leveraging initial data collected in Task 2 and previous analysis completed as part of the EIR, the environmental team will perform a desktop-based, high-level resource review to identify potential areas of impact with a focus on areas that the EIR did not cover and any other changes to the project identified through Concept Validation/Optimization (Task 5).

These areas include the southern terminus extension to Research Park, both EOL facilities, updated mixed-flow conditions on US-89 between Eagle Ridge Drive and 3100 South in North Salt Lake, and 300 West in Salt Lake City. This does not include stops from 300 South in Bountiful to the northern terminus. Farmington EOL will be included in the environmental analysis.

4.1 Agency Coordination

Consultant will prepare materials to initiate coordination with federal, state, and local agencies regarding potential environmental issues to be addressed in the NEPA document in consultation with FTA and UTA. This will include virtual meetings during project initiation and during FTA/UTA review of the DCE in addition to written correspondence. It is anticipated that the following touchpoints will occur with FTA: Class of Action/Project Initiation, Outline/Methodology, DCE review, and up to two additional meetings. These meetings will be one-hour, virtual, and include up to three members of the consultant team. The Consultant will prepare a Project Initiation/Class of Action request package for use in consultation with FTA to determine the appropriate environmental document. For purposes of this scope, it is assumed that a DCE is the appropriate class of action; if a different class of action is determined by FTA, the scope of work will be adjusted accordingly.

If a DCE is confirmed as the Class of Action, the team will prepare a concise, NEPA-compliant DCE Outline and Methodology Memo. The memo will quickly identify where additional studies are needed to reduce unnecessary rework and focus remaining budget. This memo will also specify which technical sections will be addressed as supporting technical memorandum versus directly in the body of the DCE.

Once the Class of Action is confirmed and the project initiated, we will coordinate with other federal, state, and local agencies to confirm data or request input on anticipated impacts. From previous studies, we expect this to include:

- State Historic Preservation Office
- U.S. Army Corps of Engineers
- Utah Department of Environmental Quality
- Local counties and cities along the corridor

4.2 Technical Analyses

Consultant will develop technical analyses in support of the DCE. These may be submitted as standalone deliverables for preliminary review or included in the appendix of the environmental document, depending on the topic. Technical analyses should document and review the approach with UTA/PMSC prior to initiating the detailed study. Some resource reviews will require environmental field surveys. Field work will be coordinated with UTA/PMSC. Field survey plans for Section 106 resources will be approved by FTA prior to conducting survey. It is

assumed that air quality conformity analysis will not be required because the project will utilize electric buses, and it is assumed there are no Section 6(f) resources that may be impacted. Consultant will prepare a set of environmental maps showing the design footprint and all environmental resources near the project area.

We anticipate preparing separate memos for:

- Environmental Justice
- Section 106, including preparation of a Determination of Eligibility and Finding of Effect (DOEFOE)
- Parks and Recreation Resources
- Section 4(f) - assuming *de minimis* impact for all resources
- Noise
- Waters of the U.S.

The above topics will be summarized in the DCE, with technical memos attached; the remaining topics will be covered directly in the DCE document only.

4.3 Produce Environmental Document

Consultant will prepare elements required as part of a DCE, including technical analyses, graphics, appendices, table of contents, and other elements. A draft DCE will be prepared for UTA and FTA review and revised as directed. Incorporating FTA/UTA comments, a final DCE will be developed and will be submitted for FTA approval.

4.4 Comment Period

Consultant will assist UTA in distributing the DCE for agency comment, prepare draft notices, and participate in and prepare technical summaries for public/agency meetings as appropriate. Comments received will be summarized and responses prepared if warranted.

4.5 Maintain Administrative Record

Consultant will maintain up-to-date project files which should include all notices, contacts, deliverables, and consultation as part of the DCE process. These activities are included under Task 1.

4.6 Environmental Permitting, Mitigation Measures, and Assist with Funding Strategies

Consultant will identify required environmental permits and mitigation requirements as prescribed by State and Federal Regulations based on data from the environmental analysis and input from the public and agencies. Consultant may assist UTA to identify funding opportunities and identify implementation challenges as necessary.

Deliverables:

- Project Initiation/Class of Action package
- DCE Outline and Methodology Memo
- Agency coordination meeting materials and summaries
- Section 106, Section 4(f), and DOEFOE agency consultation documents (if needed)
- Technical Reports, described above
- Environmental Maps
- Draft and Final DCE

Assumptions

- Data from the previous studies will be utilized but validated for accuracy based on current conditions.
- Administrative Record and Project Files associated with the DCE and supporting activities are included under Task 1.
- Environmental analysis will not include stops from 300 South in Bountiful to the northern terminus. Farmington EOL will be included in the environmental analysis.

Task 5: Preliminary Engineering (30% Design)

Consultant will advance all Davis-SLC Community Connection stops and stations to PE (Preliminary Engineering) design (30%) to consist of civil engineering and architecture, land surveying, and other needed disciplines to support the environmental analysis, prepare project definition, and cost estimates.

The PE products will be supported by documentation of the coordination with other agencies and the acceptability of the proposed design.

5.0 Concept Validation/Optimization

The purpose of this activity is to confirm station/stop locations prior to advancing design to 30%. We will first meet with UTA, UDOT, and cities to verify design criteria. Following that, the team will review previously developed design against verified design criteria to identify gaps and risks, using this analysis to sort stations/stops into categories reflecting the level of completeness and/or certainty of station/stop location. Using data collected in Task 2, we perform location evaluations to assess next steps for each stop/station.

In order to define level of effort required for design, the proposed stops/stations and EOL Facilities are categorized into the following categories:

- Beginning Design Stage – little to no preliminary design has been completed for this location. Existing site constraints are not well understood and location may be adjusted.
- Intermediate Design Stage – Some preliminary design work has been completed, but the location has not been finalized with local jurisdiction or property owners. Preliminary site constraints are known, but adjustments in location and design may still occur.
- Advanced Design Stage – Design has progressed to 60% or better and location and design are not assumed to change. (Design for all stops determined to be in advanced design stage – Segment 1 of map above and seven stops on 200 South in Segment 2 map above – no design work will be performed on these stops as part of this scope of work).

For the purposes of project scope, the project includes the following number of stops/stations and EOL Facilities in each above category (Counts are for individual directions, per platform or concrete pad):

- 13 Individual Stops in Beginning Design Stage
- 6 Individual Stations in Beginning Design Stage
- 2 End-of-Line Facilities in Beginning Design Stage
- 18 Individual Stations in Intermediate Design Stage
- 37 Individual Stops in Advanced Design Stage (no design work will be performed on these stops as part of this scope of work)

Macro-refinements: Utilizing data gathered and findings from safety and access analysis, we will refine stop/station locations for those stops/stations identified as being in the Beginning and Intermediate Design Stages. Locations currently in Advanced Design Stage will not be reviewed as part of the design efforts of this project. We will also engage the UTA Safety Committee during this step to provide initial review of access and safety issues. At the conclusion of this step, we will confirm each station/stop and develop a revised study area for these specific locations.

Detailed data collection: Support services will then be initiated to guide initial design activities, with a focus on performing additional survey, and ROW mapping where needed.

Micro-refinements: Finally, based on information obtained during detailed data collection, station/stop locations will undergo any final minor adjustments that need to be made and ensure concepts are optimally located and account for pedestrian and active transportation connections. A summary of this process will be prepared.

Deliverables:

- Concept Validation/Optimization Summary

Assumptions

- No concept optimization/validation will be performed for 37 individual stops in Advanced Design Stage (as indicated in segment 1 and 2 maps above)

5.1 Preliminary Engineering Design

This task will include development of the PE design documents. Consultant will follow the UTA Bus Stop Master Plan Design Criteria to provide technical guidance and consistency for preliminary engineering design. The following activities are included:

- Provide design necessary to advance the layout of the stops, stations, End-of-Line Facilities, and any roadway required improvements to the preliminary engineering level to support the environmental document. PE design shall also include concept level design of means and methods to provide data to the station reader-boards by cellular or Wi-Fi systems to define impact limits and preliminary costs.
- Drawings to indicate proposed future stop, station, and End-of-Line facility locations, associated amenities, right-of-way constraints, utility modifications, ADA access and sidewalk improvements, roadway crossing treatments, and other features as appropriate. Identify properties that may be impacted by proposed stop and station locations.
- Coordinate and address UDOT safety committee reviews and comments related to facility design.
- Prepare drainage engineering plans and related documents to generally support a PE design level of completion for modifications of existing facilities at proposed stations and EOL facilities (does not include stops), including relevant site explorations, modeling, and technical analyses. Drainage requirements for the stations will be determined by UTA or local agency Design Criteria and will consider the design requirements within each of the agencies and municipalities along the corridor. Existing drainage patterns and outfalls will be maintained.
- Assess utility impacts due to proposed station locations and prepare concept plans for the relocation of existing utility facilities and installation of new facilities to a PE design level of completion. Base maps will be overlaid with proposed facilities to identify utility conflicts. Proposed relocation alignments for impacted utilities will be shown on composite utility drawings. The disposition or relocation of affected public “wet” utilities (water, sanitary, etc.) and private “dry” utilities (power, gas, telecommunications, etc.) will be determined in coordination with the respective utility owner/agencies and shown on the composite utility drawings. Utility design will also include new services needed for Stations and End-of-Line facilities.
 - As part of this task, Consultant will hold 50 hours of meetings with utility owners/companies to discuss existing facilities, anticipated impact due to project and concept relocation strategies/concepts.
- Optimize the design where appropriate to lessen impacts that become apparent through the engineering process.
- Coordinate with UTA TOD station area planning efforts to ensure compatibility between efforts.
- Support to UTA’s coordination efforts with governing agencies to resolve design issues and gain preliminary design approval for the project.
- Offer design solutions to resolve issues related to access to adjacent properties impacted by the project, if applicable.

Deliverables

- Stop/Station and End-of-Line Facility site layout concept plans showing proposed locations and associated amenities, connections to sidewalks, required removals, and modifications to existing roadway infrastructure (curb, gutter, sidewalk)
- Station and End-of-Line Facility drainage concept plans
- Stop/Station and End-of-Line Facility composite utility (existing and proposed relocation) concept plans
- Stop/Station and End-of-Line Facility utility conflict summary (based on concept design)

Assumptions

- No landscape design will be included, it is assumed that existing landscaping will be restored outside of facility limits.
- Existing storm drain information (as-builts, construction plans, or GIS) is available and will be provided by owner

- No off-site hydrology analysis/calculations are included
- Existing drainage system has available capacity to convey any additional runoff created by the addition of the stations/amenities
- No water quality analysis and design is included
- Consultants will perform QC of each other's 30% plans to ensure consistent approach is provided to all stops/stations

5.2 Estimate of Probable Construction Cost

Baseline cost opinions of probable cost will be prepared. The Cost Estimate Reports will be prepared to a level of detail commensurate with the level of design definition. Cost estimates will include all costs necessary for completion of the project, including permits, UTA and PMSC staff, right of way, and appropriate level of contingency for risks, allocated and unallocated costs.

Deliverables

- Draft and Final Estimate of Probable Cost

Assumptions

- Costs for UTA-provided station amenities will be provided

5.3 Basis of Design Report

Consultant will prepare a Basis of Design Report to reflect the PE design and will provide a draft and final version of the report. The Basis of Design Report will provide information such as:

- A written understanding of the preliminary design progression, including reference to technical decisions made during the course of the work.
- Descriptions of significant engineering issues and risks encountered, potential design solutions considered and include recommendations for the final designer.
- The project Design Criteria that cite applicable agency (UTA, UDOT and other jurisdictions) design standards and criteria.
- Identifications of potential design variances or deviations, and reference specific technical memoranda and design reports prepared separately during the performance of the scope of work.
- A preliminary list of design variances identified during the development of PE design phase.

Deliverables

- Draft and Final Preliminary Engineering Basis of Design Report

Assumptions

- Add any as needed

5.4 Right of Way Plans

Consultant will prepare Preliminary Right-of-Way Plans, which will show right-of-way impacts, easement requirements and construction staging areas relative to right-of-way and parcel boundaries. Due to the anticipated project schedule and required time for property acquisition it is assumed that at 30 percent design submittal the Consultant will have completed PE level right-of-way plans and summary tables of right-of-way needed to facilitate construction of stops/stations.

Deliverables

- Right of Way Plans

Assumptions

- Existing Right of Way research including ownership deed and subdivision plat research, boundary survey research, and UDOT existing right of way research will be conducted for up to 37 stop/station locations and the University of Utah EOL facility
- ALTA survey is not included
- Preparation of legal documents/descriptions, deeds, and exhibits for land acquisition is not included
- Property appraisal is not included

5.5 Permitting

Local jurisdictions require permits for any construction activity that disrupts traffic, restricts access or modifies any infrastructure within the right-of-way or for any private use of the public right-of-way. Consultant will compile a list of required permits, including environmental permits, based on the various activities proposed in affected jurisdictions. The information will be identified in plans and/or Basis of Design Report, as appropriate.

Deliverables

- List of Needed Permits

Assumptions

- None

5.6 Constructability Review

A Constructability Review of the engineering plans, costs, and construction schedule will be conducted immediately following the Draft PE design submittal. The Constructability Review will identify and review construction issues and their impacts on specific elements of the design. One review session will be conducted for the alignment unless additional reviews are necessary to address all comments. Consultant will use Bluebeam to facilitate and document the review process.

Deliverables

- Constructability Review Notes

5.7 Safety and Security Analysis

Consultant will review the existing UTA safety program and will develop a list of security requirements to be addressed during the design process. The security requirements will be stop and station specific.

Deliverables

- Safety and Security Analysis Memorandum

Assumptions

- None

Exhibit B – Pricing
23-03706VW Davis SLC Transit Design Environmental

Labor Summary			
Task	Hours	Subtotal	
1. Project Management	739	\$176,537.84	17%
2. Data Collection	607	\$88,243.76	9%
3. Community Engagement	712	\$83,069.32	8%
4. Environmental Services and Document Preparation	1,150	\$196,062.11	19%
5. Preliminary Engineering (30% Design)	2,747	\$479,754.35	47%
Total Labor	5,955	\$ 1,023,667	\$ 5,955.00 \$ 1,023,667.38
			Check expenses
Total Direct Expenses		\$ 135,140	\$ 135,140.00
			Check escalation
Escalation		\$ 34,140	\$ 34,140.00
			Check total
Total	5,955	\$ 1,192,947	\$ 1,192,946.00

Pricing Total not to Exceed \$1,192,946.00