

|  |   |   |   |                      |
|--|---|---|---|----------------------|
| <b>Landmark Companies Inc</b><br><b>1670 S Hwy 165 Suite 101</b><br><b>Providence UT 84332</b> |   |  | PURCHASE ORDER NUMBER<br><b>OG</b>                  | <b>243842</b>        |
|  |   |   | PO Number Must Appear On All Invoices And Shipments |                      |
|  |   | <b>Utah Transit Authority</b><br><i>An Equal Opportunity Employer</i>             | VENDOR NUMBER<br>1500588                            | PO DATE<br>3/27/2024 |
|  |   |   | ORDER TAKEN BY<br>Woodward, Vicki                   | FOB<br>*             |
| SEND INVOICE TO:<br><b>AP@RIDEUTA.COM</b>  | SHIP TO:<br><b>ATTENTION: RECEIVING</b> |   | BUYER   | PAGE NUMBER          |
| 669 W 200 S  | 3600 S 700 W                            | 801-287-3008  |   |                      |
| SLC, UT 84101  | Salt Lake City UT 84119                 | www.rideuta.com   |   | 1 of 1               |

Confirmation: Do not Duplicate Ship as soon as possible. Early Shipments Allowed  
**Utah Transit Authority Is Tax Exempt** Woodward, Vicki  
 Total PO Value: \$356,606.05

| LINE # | REQ #    | CONFIRMED DELIVERY DATE | QUANTITY | PART NUMBER ACCOUNT CODE | DESCRIPTION                   | UNIT PRICE | TOTAL PRICE  |
|--------|----------|-------------------------|----------|--------------------------|-------------------------------|------------|--------------|
| 1      | 00013470 | 3/27/24                 | EA       | 40-3229.63000.2001       | Ave Bus Stop Improvements Ph1 | .0000      | \$356,606.05 |

State of Utah Contract Number: MA3939 Contract #24-03842VW for installation of Bus Shelters. This Contract/PO is a Not to Exceed Amount. See the attached LandMark Companies Inc., in Exhibit A below of this PO. See the attached Insurance and Indemnification Requirements in Exhibit B below this PO. Contract End Date estimated December 31, 2024.

Utah Transit Authority

DocuSigned by:  
  
 Signature : 70E33A415BA44F6...  
 Mike Bell, AAG State of Utah and  
 UTA Legal Counsel UTA

Date: 3/27/2024

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 [https://rideuta.com/-/media/Files/Home/Terms\\_Conditions\\_UTAGeneralStandard7821.ashx](https://rideuta.com/-/media/Files/Home/Terms_Conditions_UTAGeneralStandard7821.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.**



Exhibit A



**Work Order Signature Document**

**State of Utah eziQC Contract Number: MA3939**

**New Work Order**       **Modify an Existing Work Order**

Work Order Number: 127350.00      Work Order Date: 03/27/2024

Work Order Title: UTA - Avenues - Bus Shelters

Owner Name: UTAH - Utah Transit Authority      Contractor Name: Landmark Companies

Contact: Vicki Woodward      Contact: Cory Swallow

Phone: 801-287-3033      Phone: 435-757-7016

Email:

**Work to be Performed**

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of NJPA EZIQC Contract No MA3939.

Brief Work Order Description:

Bus shelter install.

**Time of Performance**      *See Schedule Section of the Detailed Scope of Work*

**Liquidated Damages**      Will apply:       Will not apply:

**Work Order Firm Fixed Price: \$356,606.05**

Owner Purchase Order Number: 24-03842VW



## Detailed Scope of Work

**Print Date:** March 27, 2024  
**Work Order Number:** 127350.00  
**Work Order Title:** UTA - Avenues - Bus Shelters  
**Contractor:** MA3939 - Landmark Companies  
**Brief Scope:** Bus shelter install.

**To:** Cory Swallow  
 Landmark Companies  
 729 S Main St  
 Logan, UT 84321  
 435-757-7016

**From:** Vicki Woodward  
 UTAH - Utah Transit Authority  
 No Data Input  
 No Data Input,  
 801-287-3033

Preliminary

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

### Detailed Scope:

Mobilization - Mobilization of all machinery needed for construction throughout Project. Traffic Control - Temporary traffic safety and controls installed for each (18) spots where construction will be happening with cones. Temp Controls - Honey buckets, concrete washout bins, temporary power for tools, daily site security checks, guards for wet cement at each pour. (18 Locations) Surveying - Special surveys and inspections for elevations, slump tests, etc. Demolition - Removal of 1280 sq/ft concrete, 110 linear ft curb and gutter, remove 13 signs, remove 1 bus shelter. ADA Handrails - Fabricating and installing appx 352 linear feet of ADA Handrail Excavation - Bringing in 42.5 cubic yards of road base, compacting. Staging and prepping all flatwork and curb and gutter. Grading 77.4 cubic yards. Signs - Digging, pouring, and installing No Parking signs (30), Bus Stop signs (18), and snowplow markers (2). Concrete Flatwork - Prepping, forming, and pouring appx 3326sqft of concrete flatwork. Curb and Gutter - Installing and pouring appx 404 linear feet of Curb and Gutter (104lft), Type R (53lft), and Curb Walls (247lft). Saw cuts - 184 linear feet of saw cutting for curb and gutter, as well as 22 plunge cuts for curb and gutter removal. Steel Plating - One (1) 4x8 sheet of 10-gauge metal, cut and shaped, installed above shelter. Paint - Appx 150 linear ft Road striping, (8" white) and appx 165 linear ft curb red. Benches/Trash - Installing 1 Simmee 2-seater bench, and 7 total 6ft benches, and 7 trash cans. Bus Shelter - Install one (1) Eclipse style 5x8 bus shelter. Landscaping - Landscaping repairs around 10 construction areas. Includes sod and mulch repair, weed barrier repair.



## Contractor's Price Proposal Summary - CSI

**Print Date:** March 27, 2024  
**Work Order Number:** 127350.00  
**Work Order Title:** UTA - Avenues - Bus Shelters  
**Contractor:** MA3939 - Landmark Companies  
**Proposal Value:** \$356,606.05  
**Proposal Name:** UTA - Avenues - Bus Shelters

|                                   |                     |
|-----------------------------------|---------------------|
| <b>01 - General Requirements</b>  | <b>\$137,551.21</b> |
| <b>02 - Site Work</b>             | <b>\$15,376.02</b>  |
| <b>03 - Concrete</b>              | <b>\$49,468.27</b>  |
| <b>05 - Metals</b>                | <b>\$107,715.10</b> |
| <b>10 - Specialties</b>           | <b>\$7,790.64</b>   |
| <b>12 - Furnishings</b>           | <b>\$6,050.26</b>   |
| <b>31 - Earthwork</b>             | <b>\$1,117.08</b>   |
| <b>32 - Exterior Improvements</b> | <b>\$31,365.20</b>  |
| <b>33 - Utilities</b>             | <b>\$172.27</b>     |
| <b>Proposal Total</b>             | <b>\$356,606.05</b> |

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

**The Percentage of NPP on this Proposal: 33.58%**



## Contractor's Price Proposal Detail - CSI

**Print Date:** March 27, 2024  
**Work Order Number:** 127350.00  
**Work Order Title:** UTA - Avenues - Bus Shelters  
**Contractor:** MA3939 - Landmark Companies  
**Proposal Name:** UTA - Avenues - Bus Shelters  
**Proposal Value:** \$356,606.05

| Sect.                            | Item             | Modifier. | UOM                            | Description  | Line Total  |
|----------------------------------|------------------|-----------|--------------------------------|--|-------------|
| Labor                            | Equip.           | Material  | (Excluded if marked with an X) |  |             |
| <b>01 - General Requirements</b> |                  |           |                                |  |             |
| 1                                | 01 22 20 00 0008 |           | HR                             | Cement MasonFor tasks not included in the Construction Task Catalog® and as directed by owner only.  | \$12,963.39 |
|                                  |                  |           |                                | Quantity   | Unit Price  |
|                                  |                  |           |                                | Factor   | Total       |
|                                  |                  |           |                                | Installation 216.00 x 50.48 x 1.1889 =   | 12,963.39   |
|                                  |                  |           |                                | 3 guys 4 hrs 18 locations  |             |
| 2                                | 01 22 20 00 0015 |           | HR                             | LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only.   | \$7,130.55  |
|                                  |                  |           |                                | Quantity   | Unit Price  |
|                                  |                  |           |                                | Factor   | Total       |
|                                  |                  |           |                                | Installation 144.00 x 41.65 x 1.1889 =   | 7,130.55    |
|                                  |                  |           |                                | 2 guys 4 hrs 18 locations  |             |
| 3                                | 01 22 20 00 0019 |           | HR                             | Painter, OrdinaryFor tasks not included in the Construction Task Catalog® and as directed by owner only.   | \$3,701.76  |
|                                  |                  |           |                                | Quantity   | Unit Price  |
|                                  |                  |           |                                | Factor   | Total       |
|                                  |                  |           |                                | Installation 80.00 x 38.92 x 1.1889 =  | 3,701.76    |
|                                  |                  |           |                                | 3 Locations  |             |
| 4                                | 01 22 20 00 0045 |           | HR                             | Surveyor (Instrument person)   | \$3,857.17  |
|                                  |                  |           |                                | Quantity   | Unit Price  |
|                                  |                  |           |                                | Factor   | Total       |
|                                  |                  |           |                                | Installation 72.00 x 45.06 x 1.1889 =  | 3,857.17    |
|                                  |                  |           |                                | 4 hrs 18 locations   |             |
| 5                                | 01 22 20 00 0046 |           | HR                             | Surveyor (Rod Person)  | \$3,191.20  |
|                                  |                  |           |                                | Quantity   | Unit Price  |
|                                  |                  |           |                                | Factor   | Total       |
|                                  |                  |           |                                | Installation 72.00 x 37.28 x 1.1889 =  | 3,191.20    |
|                                  |                  |           |                                | 4hrs 18 locations  |             |
| 6                                | 01 22 20 00 0068 |           | HR                             | Flagperson For Traffic Control   | \$891.32    |
|                                  |                  |           |                                | Quantity   | Unit Price  |
|                                  |                  |           |                                | Factor   | Total       |
|                                  |                  |           |                                | Installation 18.00 x 41.65 x 1.1889 =  | 891.32      |
| 7                                | 01 22 23 00 0393 |           | WK                             | 24" Compaction Wheel Attachment For Hydraulic Excavators   | \$7,624.56  |
|                                  |                  |           |                                | Quantity   | Unit Price  |
|                                  |                  |           |                                | Factor   | Total       |
|                                  |                  |           |                                | Installation 8.00 x 801.64 x 1.1889 =  | 7,624.56    |
| 8                                | 01 22 23 00 0406 |           | WK                             | 3,500 LB Mini-Excavator With Full-Time Operator  | \$30,032.28 |
|                                  |                  |           |                                | Quantity   | Unit Price  |
|                                  |                  |           |                                | Factor   | Total       |
|                                  |                  |           |                                | Installation 8.00 x 3,157.57 x 1.1889 =  | 30,032.28   |
| 9                                | 01 22 23 00 0676 |           | WK                             | 20 KW, 60 Hertz Towable Diesel Powered Generator SetFuel consumption : 100% load – 1.6 gallons per hour, 75% load - 1.3 gallons per hour, 50% load - 0.9 gallons per hour. | \$5,414.54  |
|                                  |                  |           |                                | Quantity   | Unit Price  |
|                                  |                  |           |                                | Factor   | Total       |
|                                  |                  |           |                                | Installation 8.00 x 569.28 x 1.1889 =  | 5,414.54    |

**Contractor's Price Proposal - Detail Continues..**

**Work Order Number:** 127350.00  
**Work Order Title:** UTA - Avenues - Bus Shelters

**Proposal Name:** UTA - Avenues - Bus Shelters  
**Proposal Value:** \$356,606.05

| Sect.                            | Item             | Modifier | UOM                            | Description   | Line Total |
|----------------------------------|------------------|----------|--------------------------------|---|------------|
| Labor                            | Equip.           | Material | (Excluded if marked with an X) |   |            |
| <b>01 - General Requirements</b> |                  |          |                                |   |            |
| 10                               | 01 45 23 00 0003 |          | EA                             | Prepare 6 x 12 Concrete Cylinder And Deliver To Lab   | \$317.79   |
|                                  |                  |          | Installation                   | Quantity Unit Price Factor = Total  |            |
|                                  |                  |          |                                | 18.00 x 14.85 x 1.1889 = 317.79   |            |
| 11                               | 01 45 23 00 0005 |          | EA                             | Concrete Cores Compression Test, ASTM C-42  | \$2,948.73 |
|                                  |                  |          | Installation                   | Quantity Unit Price Factor = Total  |            |
|                                  |                  |          |                                | 18.00 x 137.79 x 1.1889 = 2,948.73  |            |
| 12                               | 01 45 23 00 0007 |          | EA                             | Unit Weight Of Concrete Cylinder, ASTM C-567  | \$1,587.89 |
|                                  |                  |          | Installation                   | Quantity Unit Price Factor = Total  |            |
|                                  |                  |          |                                | 18.00 x 74.20 x 1.1889 = 1,587.89   |            |
| 13                               | 01 45 23 00 0008 |          | EA                             | Concrete Mix Design Review  | \$8,619.57 |
|                                  |                  |          | Installation                   | Quantity Unit Price Factor = Total  |            |
|                                  |                  |          |                                | 18.00 x 402.78 x 1.1889 = 8,619.57  |            |
| 14                               | 01 45 23 00 0012 |          | EA                             | Concrete Slump Test, ASTM C143  | \$1,134.21 |
|                                  |                  |          | Installation                   | Quantity Unit Price Factor = Total  |            |
|                                  |                  |          |                                | 18.00 x 53.00 x 1.1889 = 1,134.21   |            |
| 15                               | 01 45 23 00 0013 |          | EA                             | Concrete Air Content Test, ASTM C138, ASTM C173, Or ASTM C231   | \$1,134.21 |
|                                  |                  |          | Installation                   | Quantity Unit Price Factor = Total  |            |
|                                  |                  |          |                                | 18.00 x 53.00 x 1.1889 = 1,134.21   |            |
| 16                               | 01 52 19 00 0002 |          | WK                             | Portable Chemical Toilet  | \$428.00   |
|                                  |                  |          | Installation                   | Quantity Unit Price Factor = Total  |            |
|                                  |                  |          |                                | 8.00 x 45.00 x 1.1889 = 428.00  |            |
| 17                               | 01 55 26 00 0022 |          | CLF                            | 4" Exterior Vinyl Tape (Warning Tape)   | \$552.13   |
|                                  |                  |          | Installation                   | Quantity Unit Price Factor = Total  |            |
|                                  |                  |          |                                | 18.00 x 25.80 x 1.1889 = 552.13   |            |
| 18                               | 01 55 26 00 0120 |          | EA                             | Placement And Removal Of Up To 250 Cones By Hand From Roadside  | \$290.09   |
|                                  |                  |          | Installation                   | Quantity Unit Price Factor = Total  |            |
|                                  |                  |          |                                | 200.00 x 1.22 x 1.1889 = 290.09   |            |
| 19                               | 01 71 13 00 0002 |          | EA                             | Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed TruckIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom man lifts with up to 40' boom lengths, etc. | \$6,620.15 |
|                                  |                  |          | Installation                   | Quantity Unit Price Factor = Total  |            |
|                                  |                  |          |                                | 18.00 x 309.35 x 1.1889 = 6,620.15  |            |
| 20                               | 01 74 13 00 0003 |          | CY                             | Collect Existing Debris And Load Into Truck Or DumpsterPer CY of debris removed.  | \$1,065.73 |
|                                  |                  |          | Installation                   | Quantity Unit Price Factor = Total  |            |
|                                  |                  |          |                                | 72.00 x 12.45 x 1.1889 = 1,065.73   |            |
| 21                               | 01 74 19 00 0012 |          | EA                             | 6 CY Dumpster "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.   | \$8,238.86 |
|                                  |                  |          | Installation                   | Quantity Unit Price Factor = Total  |            |
|                                  |                  |          |                                | 18.00 x 384.99 x 1.1889 = 8,238.86  |            |

**Contractor's Price Proposal - Detail Continues..**

**Work Order Number:** 127350.00  
**Work Order Title:** UTA - Avenues - Bus Shelters

**Proposal Name:** UTA - Avenues - Bus Shelters  
**Proposal Value:** \$356,606.05

| Sect.   | Item             | Modifier | UOM                            | Description   | Line Total          |
|---|------------------|----------|--------------------------------|---|---------------------|
| Labor   | Equip.           | Material | (Excluded if marked with an X) |   |                     |
| <b>01 - General Requirements</b>              |                  |          |                                |   |                     |
| 22  | 01 74 19 00 0012 | 0003     | MOD                            | For Each Ton Over Indicated Amount, Add   | \$1,712.02          |
|   |                  |          |                                | Installation  |                     |
|   |                  |          |                                | Quantity  | Unit Price          |
|   |                  |          |                                | 18.00   | 80.00               |
|   |                  |          |                                | x   | x                   |
|   |                  |          |                                | Factor  | Total               |
|   |                  |          |                                | 1.1889  | = 1,712.02          |
| 23  | 01 74 19 00 0019 |          | MO                             | Rampless Concrete Washout BinIncludes delivery.   | \$532.03            |
|   |                  |          |                                | Installation  |                     |
|   |                  |          |                                | Quantity  | Unit Price          |
|   |                  |          |                                | 1.00  | 447.50              |
|   |                  |          |                                | x   | x                   |
|   |                  |          |                                | Factor  | Total               |
|   |                  |          |                                | 1.1889  | = 532.03            |
| 24  | 01 74 19 00 0022 |          | EA                             | Vacuum, Pickup, Swap And Dump, Concrete Washout BinIncludes vacuum the liquid from the full bin and pick up the bin, and recycle all material. An empty bin will be left at the site if the project is not completed. | \$27,563.03         |
|   |                  |          |                                | Installation  |                     |
|   |                  |          |                                | Quantity  | Unit Price          |
|   |                  |          |                                | 18.00   | 1,287.98            |
|   |                  |          |                                | x   | x                   |
|   |                  |          |                                | Factor  | Total               |
|   |                  |          |                                | 1.1889  | = 27,563.03         |
| <b>Subtotal for 01 - General Requirements</b> |                  |          |                                |   | <b>\$137,551.21</b> |
| <b>02 - Site Work</b>                         |                  |          |                                |   |                     |
| 25  | 02 41 13 13 0028 |          | SY                             | >3" To 6" By Machine, Break-up And Remove Welded Wire Reinforced Concrete Paving  | \$3,628.92          |
|   |                  |          |                                | Installation  |                     |
|   |                  |          |                                | Quantity  | Unit Price          |
|   |                  |          |                                | 142.30  | 21.45               |
|   |                  |          |                                | x   | x                   |
|   |                  |          |                                | Factor  | Total               |
|   |                  |          |                                | 1.1889  | = 3,628.92          |
| 26  | 02 41 19 13 0015 |          | EA                             | Saw Cut Minimum ChargeFor projects where the total saw cutting charge is less than the minimum charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section.   | \$11,747.10         |
|   |                  |          |                                | Installation  |                     |
|   |                  |          |                                | Quantity  | Unit Price          |
|   |                  |          |                                | 13.00   | 760.05              |
|   |                  |          |                                | x   | x                   |
|   |                  |          |                                | Factor  | Total               |
|   |                  |          |                                | 1.1889  | = 11,747.10         |
| 27  | 02 41 19 13 0041 |          | EA                             | Drill 2" Diameter Core In >4" To 6" Concrete  | \$0.00              |
|   |                  |          |                                | Installation  |                     |
|   |                  |          |                                | Quantity  | Unit Price          |
|   |                  |          |                                | 0.00  | 43.94               |
|   |                  |          |                                | x   | x                   |
|   |                  |          |                                | Factor  | Total               |
|   |                  |          |                                | 1.1889  | = 0.00              |
| 28  | 02 41 19 13 0042 |          | EA                             | Drill 3" Diameter Core In >4" To 6" Concrete  | \$0.00              |
|   |                  |          |                                | Installation  |                     |
|   |                  |          |                                | Quantity  | Unit Price          |
|   |                  |          |                                | 0.00  | 52.87               |
|   |                  |          |                                | x   | x                   |
|   |                  |          |                                | Factor  | Total               |
|   |                  |          |                                | 1.1889  | = 0.00              |
| <b>Subtotal for 02 - Site Work</b>            |                  |          |                                |   | <b>\$15,376.02</b>  |
| <b>03 - Concrete</b>                          |                  |          |                                |   |                     |
| 29  | 03 11 13 00 0009 |          | LF                             | Up To 6" High Slab Edge and Block-Out Wood Formwork   | \$3,294.97          |
|   |                  |          |                                | Installation  |                     |
|   |                  |          |                                | Quantity  | Unit Price          |
|   |                  |          |                                | 808.00  | 3.43                |
|   |                  |          |                                | x   | x                   |
|   |                  |          |                                | Factor  | Total               |
|   |                  |          |                                | 1.1889  | = 3,294.97          |
| 30  | 03 15 16 00 0022 |          | LF                             | 1/2" x 3" Asphalt Saturated Fiber, Premolded Expansion Joint  | \$418.29            |
|   |                  |          |                                | Installation  |                     |
|   |                  |          |                                | Quantity  | Unit Price          |
|   |                  |          |                                | 233.00  | 1.51                |
|   |                  |          |                                | x   | x                   |
|   |                  |          |                                | Factor  | Total               |
|   |                  |          |                                | 1.1889  | = 418.29            |
| 31  | 03 31 13 00 0003 |          | SF                             | 4" 3,000 PSI Slab On Grade Concrete Slabs Assembly  | \$25,707.77         |
|   |                  |          |                                | Installation  |                     |
|   |                  |          |                                | Quantity  | Unit Price          |
|   |                  |          |                                | 3,237.00  | 6.68                |
|   |                  |          |                                | x   | x                   |
|   |                  |          |                                | Factor  | Total               |
|   |                  |          |                                | 1.1889  | = 25,707.77         |

**Contractor's Price Proposal - Detail Continues..**

**Work Order Number:** 127350.00  
**Work Order Title:** UTA - Avenues - Bus Shelters

**Proposal Name:** UTA - Avenues - Bus Shelters  
**Proposal Value:** \$356,606.05

| Sect.                             | Item             | Modifier   | UOM                            | Description   | Line Total             |
|-----------------------------------|------------------|------------|--------------------------------|---|------------------------|
| Labor                             | Equip.           | Material   | (Excluded if marked with an X) |   |                        |
| <b>03 - Concrete</b>              |                  |            |                                |   |                        |
| 32                                | 03 31 13 00 0003 | 0151       | MOD                            | For 3,500 PSI Concrete, Add   | \$346.36               |
|                                   |                  |            | Installation                   | Quantity<br>3,237.00 x  | Unit Price<br>0.09 x   |
|                                   |                  |            |                                | Factor = 1.1889   | Total<br>346.36        |
| 33                                | 03 31 13 00 0003 | 0159       | MOD                            | For >2,000 To 5,000, Add  | \$1,654.84             |
|                                   |                  |            | Installation                   | Quantity<br>3,237.00 x  | Unit Price<br>0.43 x   |
|                                   |                  |            |                                | Factor = 1.1889   | Total<br>1,654.84      |
| 34                                | 03 31 13 00 0005 |            | SF                             | 6" 3,000 PSI Slab On Grade Concrete Slabs Assembly  | \$895.17               |
|                                   |                  |            | Installation                   | Quantity<br>89.00 x   | Unit Price<br>8.46 x   |
|                                   |                  |            |                                | Factor = 1.1889   | Total<br>895.17        |
| 35                                | 03 31 13 00 0005 | 0151       | MOD                            | For 3,500 PSI Concrete, Add   | \$12.70                |
|                                   |                  |            | Installation                   | Quantity<br>89.00 x   | Unit Price<br>0.12 x   |
|                                   |                  |            |                                | Factor = 1.1889   | Total<br>12.70         |
| 36                                | 03 31 13 00 0005 | 0156       | MOD                            | For Up To 500, Add  | \$270.88               |
|                                   |                  |            | Installation                   | Quantity<br>89.00 x   | Unit Price<br>2.56 x   |
|                                   |                  |            |                                | Factor = 1.1889   | Total<br>270.88        |
| 37                                | 03 31 13 00 0014 |            | CY                             | Direct Chute, Place 3,000 PSI Concrete Pile Caps  | \$10,887.66            |
|                                   |                  |            | Installation                   | Quantity<br>41.00 x   | Unit Price<br>223.36 x |
|                                   |                  |            |                                | Factor = 1.1889   | Total<br>10,887.66     |
| 38                                | 03 31 13 00 0014 | 0027       | MOD                            | For 3,500 PSI Concrete, Add   | \$475.26               |
|                                   |                  |            | Installation                   | Quantity<br>41.00 x   | Unit Price<br>9.75 x   |
|                                   |                  |            |                                | Factor = 1.1889   | Total<br>475.26        |
| 39                                | 03 31 13 00 0087 |            | CY                             | Delivery Fee For Small Concrete Purchases (Short Load) Per CY For Each CY Less Than 9 CY<br>The task quantity is 9 minus the number of CY's delivered. For example, the delivery fee for 2CY's is: (9-2) = 7.                 | \$1,550.09             |
|                                   |                  |            | Installation                   | Quantity<br>41.00 x   | Unit Price<br>31.80 x  |
|                                   |                  |            |                                | Factor = 1.1889   | Total<br>1,550.09      |
| 40                                | 03 35 13 00 0004 |            | SF                             | Broom, Concrete Floor Finish  | \$2,965.71             |
|                                   |                  |            | Installation                   | Quantity<br>3,326.00 x  | Unit Price<br>0.75 x   |
|                                   |                  |            |                                | Factor = 1.1889   | Total<br>2,965.71      |
| 41                                | 03 39 13 00 0002 |            | SF                             | Water Based Curing, Sealing, Hardening And Dustproofing Compound<br>Coverage rates: rough finish = 300 SF/GAL, broom finish = 300 to 400 SF/GAL, steel troweled = 500 to 600 SF/GAL, and vertical surface = 400 - 500 SF/GAL. | \$988.57               |
|                                   |                  |            | Installation                   | Quantity<br>3,326.00 x  | Unit Price<br>0.25 x   |
|                                   |                  |            |                                | Factor = 1.1889   | Total<br>988.57        |
| <b>Subtotal for 03 - Concrete</b> |                  |            |                                |   | <b>\$49,468.27</b>     |
| <b>05 - Metals</b>                |                  |            |                                |   |                        |
| 42                                | 05 52 00 00 0000 |            | LFT                            | UTA - Bus Stop Handrail - Galvanized  | \$107,134.16           |
|                                   |                  | <b>NPP</b> | Installation                   | Quantity<br>352.00 x  | Unit Price<br>256.00 x |
|                                   |                  |            |                                | Factor = 1.1889   | Total<br>107,134.16    |



## Contractor's Price Proposal - Detail Continues..

Work Order Number: 127350.00

Work Order Title: UTA - Avenues - Bus Shelters

Proposal Name: UTA - Avenues - Bus Shelters

Proposal Value: \$356,606.05

| Sect.                             | Item                  | Modifier | UOM                            | Description   | Line Total  |
|-----------------------------------|-----------------------|----------|--------------------------------|---|-------------|
| Labor                             | Equip.                | Material | (Excluded if marked with an X) |   |             |
| <b>32 - Exterior Improvements</b> |                       |          |                                |   |             |
| 51                                | 32 11 26 19 0002      |          | CY                             | Bituminous Stabilized Base Course 3/4" ASTM C33.  | \$3,961.41  |
|                                   |                       |          | Installation                   | Quantity      Unit Price      Factor      Total   |             |
|                                   |                       |          |                                | 42.50      x      78.40      x      1.1889      =      3,961.41   |             |
|                                   |                       |          |                                | UTBC  |             |
| 52                                | 32 16 13 13 0002      |          | LF                             | 6" x 12" Cast In Place Concrete Gutter With 6" Curb And Face - Straight   | \$1,139.25  |
|                                   |                       |          | Installation                   | Quantity      Unit Price      Factor      Total   |             |
|                                   |                       |          |                                | 53.00      x      18.08      x      1.1889      =      1,139.25   |             |
|                                   |                       |          |                                | Type R  |             |
| 53                                | 32 16 13 13 0002 0080 |          | MOD                            | For >20 To 50, Add  | \$391.74    |
|                                   |                       |          | Installation                   | Quantity      Unit Price      Factor      Total   |             |
|                                   |                       |          |                                | 50.00      x      6.59      x      1.1889      =      391.74  |             |
| 54                                | 32 16 13 13 0002 0081 |          | MOD                            | For >50 To 100, Add   | \$9.67      |
|                                   |                       |          | Installation                   | Quantity      Unit Price      Factor      Total   |             |
|                                   |                       |          |                                | 3.00      x      2.71      x      1.1889      =      9.67   |             |
| 55                                | 32 16 13 13 0008      |          | LF                             | 6" x 30" Cast In Place Concrete Gutter With 6" Curb And Face - Straight   | \$5,510.50  |
|                                   |                       |          | Installation                   | Quantity      Unit Price      Factor      Total   |             |
|                                   |                       |          |                                | 104.00      x      33.44      x      1.1889      =      4,134.71  |             |
|                                   |                       |          | Demolition                     | 110.00      x      10.52      x      1.1889      =      1,375.80  |             |
| 56                                | 32 16 13 13 0008 0081 |          | MOD                            | For >50 To 100, Add   | \$620.70    |
|                                   |                       |          | Installation                   | Quantity      Unit Price      Factor      Total   |             |
|                                   |                       |          |                                | 104.00      x      5.02      x      1.1889      =      620.70   |             |
| 57                                | 32 16 13 14 0002      |          | EA                             | Machine Formed Concrete Curb Minimum Set-Up Charge (One Time Per Job) For projects where the total curbing charge is less than the minimum set-up charge, use this task exclusively. This task shall not be used in conjunction with any other tasks in this section. | \$11,047.85 |
|                                   |                       |          | Installation                   | Quantity      Unit Price      Factor      Total   |             |
|                                   |                       |          |                                | 10.00      x      929.25      x      1.1889      =      11,047.85   |             |
|                                   |                       |          |                                | 10 Locations  |             |
| 58                                | 32 16 13 14 0003      |          | LF                             | 6" x 12" Straight Concrete Curb, Machine Formed   | \$3,996.69  |
|                                   |                       |          | Installation                   | Quantity      Unit Price      Factor      Total   |             |
|                                   |                       |          |                                | 247.00      x      13.61      x      1.1889      =      3,996.69  |             |
|                                   |                       |          |                                | curb wall   |             |
| 59                                | 32 16 23 00 0009      |          | LF                             | For Hand Trowel Finish At Sidewalk Edges (Picture Frame)  | \$1,043.26  |
|                                   |                       |          | Installation                   | Quantity      Unit Price      Factor      Total   |             |
|                                   |                       |          |                                | 702.00      x      1.25      x      1.1889      =      1,043.26   |             |
| 60                                | 32 17 23 13 0005      |          | LF                             | Single 8" Wide Solid Line, Epoxy Reflective Pavement Striping   | \$156.93    |
|                                   |                       |          | Installation                   | Quantity      Unit Price      Factor      Total   |             |
|                                   |                       |          |                                | 150.00      x      0.88      x      1.1889      =      156.93   |             |
| 61                                | 32 17 23 13 0005 0054 |          | MOD                            | For Up To 5,000 LF, Add   | \$32.10     |
|                                   |                       |          | Installation                   | Quantity      Unit Price      Factor      Total   |             |
|                                   |                       |          |                                | 150.00      x      0.18      x      1.1889      =      32.10  |             |

**Contractor's Price Proposal - Detail Continues..****Work Order Number:** 127350.00**Work Order Title:** UTA - Avenues - Bus Shelters**Proposal Name:** UTA - Avenues - Bus Shelters**Proposal Value:** \$356,606.05

| Sect. | Item   | Modifier | UOM                            | Description | Line Total |
|-------|--------|----------|--------------------------------|-------------|------------|
| Labor | Equip. | Material | (Excluded if marked with an X) |             |            |

**32 - Exterior Improvements**

|    |                  |  |              |  |            |
|----|------------------|--|--------------|--|------------|
| 62 | 32 17 23 13 0089 |  | LF           | Painted Curb And Gutter  | \$688.55   |
|    |                  |  | Installation | Quantity<br>165.00 x Unit Price<br>3.51 x Factor<br>1.1889 = Total<br>688.55       |            |
| 63 | 32 92 23 00 0025 |  | MSF          | >1,000 To 4,000 SF, Tall Fescue Sod, Installed On Sloped (>1:6) Ground With Stakes | \$2,766.55 |
|    |                  |  | Installation | Quantity<br>1.80 x Unit Price<br>1,292.77 x Factor<br>1.1889 = Total<br>2,766.55   |            |

**Subtotal for 32 - Exterior Improvements****\$31,365.20****33 - Utilities**

|    |                  |  |              |   |          |
|----|------------------|--|--------------|---|----------|
| 64 | 33 05 97 16 0034 |  | EA           | Snowplowing Marker, Single Unit   | \$172.27 |
|    |                  |  | Installation | Quantity<br>2.00 x Unit Price<br>72.45 x Factor<br>1.1889 = Total<br>172.27 |          |

**Subtotal for 33 - Utilities****\$172.27****Proposal Total****\$356,606.05**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

**The Percentage of NPP on this Proposal: 33.58%**

## Exhibit B

### 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 Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor 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 Contractor".
  - b. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: “Contractual Liability Railroads” ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing “Utah Transit Authority Property” as the Designated Job Site

**2. Automobile Liability**

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

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

- a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

### 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 contractor or subcontractor is exempt under UCA, AND when such contractor or subcontractor 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, Contractor 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. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. *(NOTE: Projects over \$10,000,000 will require limits of \$2,000,000 per occurrence and \$4,000,000 aggregate; Projects over \$40,000,000 will require limits of \$5,000,000 per occurrence and \$5,000,000 aggregate)*

6. **Builder's Risk:** Builder's risk (course of construction) insurance, covering the risk of loss for any damage or loss to the building or structure by any means or occurrence until the final completion of the contract work. Coverage shall utilize an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. The coverage shall include mechanical breakdown, property in transit, property at temporary storage locations, earthquake damage and flood damage insuring the interests of UTA, SLCDA and their respective subcontractors of any tier providing equipment, materials or services for the project.

- 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 Contractor. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the contractor's assessment of the exposure for this contract; for their own protection and the protection of UTA.
  2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  3. Contractor and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Contractor's insurance shall be primary with respect to any insurance carried by UTA. Contractor 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 Contractor from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE:** Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at [utahta@ebix.com](mailto:utahta@ebix.com). The Utah Transit Authority project/contract

number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

- F. SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Sub-contractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-contractor 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.