



**CCO #007**

Project: MSP259 - S-Line Expansion Project

## Contract Change Order #007: KIE-CO-007\_Phase 2 Construction

CONTRACT COMPANY:	Kiewit Infrastructure West Co.	CONTRACT FOR:	2403849-OG:S-Line PDB Phase 1
DATE CREATED:	3/12/2026	CREATED BY:	Meredith Fischer (Utah Transit Authority)
CONTRACT STATUS:	Pending - Proceeding	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION:	
DESIGNATED REVIEWER:	Ethan Ray (Utah Transit Authority)	REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Administrative (Procedure permits or other admin process that impacts the project)
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$23,866,561.00

**DESCRIPTION:**  
CE #KIE-CE-007 - Phase 2 Construction

In accordance with Section 8 of the Construction and Design Services Agreement (Contract 24-03849) between Kiewit Infrastructure West Co. and UTA, UTA is authorized to issue an addendum authorizing Kiewit to construct an extension of the S-Line streetcar between Fairmont Station and Highland Drive. In lieu of issuing a contract addendum, UTA is issuing this Change Order to authorize Kiewit to enter into Phase 2 for Construction.

Substantial Completion Date - July 16, 2027  
Final Completion Date - August 13, 2027

**ATTACHMENTS:**  
[S-Line Phase 2 Construction Contract.pdf](#)

IT IS MUTUALLY AGREED UPON, THERE IS A SCHEDULE IMPACT DUE TO THIS CHANGE ORDER:	No	DATE OF DESIRED EXTENSION:	
THIS ITEM IS NOT ANTICIPATED TO USE FEDERAL FUNDING AND IS UNDER UTA'S SIMPLIFIED ACQUISITION THRESHOLD (\$250):	No	THIS ITEM IS ANTICIPATED TO USE FEDERAL FUNDING AND/OR IS GREATER THAN UTA'S SIMPLIFIED ACQUISITION THRESHOLD:	Yes
INDEPENDENT COST ESTIMATE (ICE) LINK, IF APPLICABLE:	<a href="#">S-Line Extension ICE.xlsx</a>	DIRECTION OR AUTHORIZATION TO PROCEED (DAP) PREVIOUSLY EXECUTED::	

**CHANGE ORDER APPROVAL**



**CCO #007**

**CHANGE ORDER LEGAL STATEMENT:** The amount of any adjustment to time for Substantial Completion and/or Guaranteed Completion or Contract Price includes all known and stated impacts or amounts, direct, indirect and consequential, (as of the date of this Change Order) which may be incurred as a result of the event or matter giving rise to this Change Order. Should conditions arise subsequent to this Change Order that impact the Work under the Contract, including this Change Order, and justify a Change Order under the Contract, or should subsequent Change Orders impact the Work under this Change Order, UTA or the Contractor may initiate a Change Order per the General Provisions, to address such impacts as may arise.

**REQUIRED SIGNATURES:** Project Manager \$0 - 24,999  
 Legal Review \$50k or greater  
 Dir. of Capital Projects \$25k - 74,999  
 Chief Service Dev. Ofcr. \$75k - 249,999  
 Executive Director \$250,000+  
 Procurement/Contracts (for all)

DocuSigned by:  
**Signature (Legal):** Mike Bell Mike Bell  
 By: \_\_\_\_\_  
 Date: 3/13/2026

**Signature (Procurement):**  
 By: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Signature (Project Manager):**  
 The costs associated with this item have been measured against the standard schedule of rates and the agreed contract pricing, (where applicable) and have been deemed consistent and appropriate for the proposed scope of work.  
 By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Signature (Director):**  
 I have evaluated the content of this item and the scope of work described in the contract and have made the determination that it is within the scope of work contemplated and described by the contracting parties when they executed the original agreement. I have also determined that the pricing is fair and reasonable based on a review of contractor quotes and the original contract rates.  
 By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Signature (Chief Service Development Officer):**  
 By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Signature (Executive Director):**  
 By: \_\_\_\_\_  
 Jay Fox, Executive Director  
 Date: \_\_\_\_\_

**CHANGE ORDER LINE ITEMS:**

#	Budget Code	Description	Amount
1	40-3259.68000.8002 Engineering	Phase 2 Construction	\$23,866,561.00
<b>Grand Total:</b>			<b>\$23,866,561.00</b>



**CCO #007**

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The original (Contract Sum)	\$ 1,937,772.00
Net change by previously authorized Change Orders	\$ 7,101,551.11
The contract sum prior to this Change Order was	\$ 9,039,323.11
The contract sum would be changed by this Change Order in the amount of	\$ 23,866,561.00
The new contract sum including this Change Order will be	\$ 32,905,884.11
The contract time will not be changed by this Change Order.	

**Kiewit Infrastructure West Co.**

Signed by:

3/13/2026

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

Darron Rolle

\_\_\_\_\_  
DATE

**Exhibit B to Construction Services Contract  
Utah Transit Authority  
Project Minimum Insurance Requirements**

Design-Builder shall procure and maintain for the duration of the contract, and for 6 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Design-Builder, his agents, representatives, employees, or subcontractors.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Commercial general liability (“CGL”) insurance for all operations in a form providing coverage not less than that of standard commercial general liability insurance. The CGL insurance shall be on an occurrence form and cover all operations of the Design-Builder and its subcontractors, including independent Design-Builders. The CGL insurance shall, at a minimum, provide coverage for bodily injury, products and completed operations coverage, contractual liability and personal injury liability with limits not less than:
  - a. \$10 million per occurrence for bodily injury and property damage, with a maximum deductible or self-insured retention of \$100,000.
  - b. \$10 million per occurrence for products/completed operation coverage.
  - c. \$2 million per occurrence for personal and advertising injury and contractual liability.

The CGL insurance shall not have any coverages that delete or deny coverage including, but not limited to, ISO Form 2294. The Design-Builder shall obtain approval of the CGL policy from UTA prior to executing the contract.

2. **Automobile Liability:** Automobile liability insurance covering bodily injury and property liability exposures relating to all owned, hired or non-owned autos used in conjunction with the contract work. Such insurance shall have a combined single limit of not less than \$5 Million.
3. **Workers’ Compensation:** Worker’s compensation insurance as required by the State of Utah, with statutory limits, and employers’ liability insurance with a limit of no less than \$500,000 each accident, \$500,000 disease-policy limit and \$500,000 disease-each employee.
4. **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.

5. **Professional Liability:** Professional liability insurance with limits no less than \$5 million per occurrence or claim, and \$1,000,000 with a maximum deductible or self-insured retention of \$100,000.
6. **Pollution Legal Liability:** Design-Builder's pollution legal liability and/or asbestos legal liability and/or errors and omissions (if project involves environmental hazards) with limits no less than \$2,000,000 per occurrence or claim, and \$4,000,000 policy aggregate.
7. **Railroad Protective Liability:** Railroad protective liability insurance naming the affected railroad(s) as insured(s) with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate and property damage of 2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required by the affected railroad.

If the Design-Builder maintains higher limits than the minimums shown above, UTA requires and shall be entitled to coverage for the higher limits maintained by the Design-Builder. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to UTA.

### **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by UTA. At the option of UTA, either: the Design-Builder shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects UTA, its officers, officials, employees, and volunteers; or the Design-Builder shall provide a financial guarantee satisfactory to UTA guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Excepting the worker's compensation and professional liability policies, UTA and their respective officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of with respect to liability arising out of work or operations performed by or on behalf of the Design-Builder including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Design-Builder. General liability coverage can be provided in the form of an endorsement to the Design-Builder's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).
2. For any claims related to this project, the Design-Builder's insurance coverage shall be primary insurance as respects UTA, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by UTA, its officers, officials, employees, or volunteers shall be excess of the Design-Builder's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to UTA.

### **Builder's Risk (Course of Construction) Insurance**

Design-Builder may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name UTA as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of UTA, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at UTA's site.

### **Claims Made Policies**

If any coverage must be written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Design-Builder must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to UTA for review.

### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to UTA.

### **Waiver of Subrogation**

Design-Builder hereby agrees to waive rights of subrogation which any insurer of Design-Builder may acquire from Design-Builder by virtue of the payment of any loss. Design-Builder agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of UTA for all work performed by the Design-Builder, its employees, agents and subcontractors.

### **Verification of Coverage**

Design-Builder shall furnish UTA with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by UTA before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Design-Builder's obligation to provide them. UTA reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

### **Subcontractors**

Design-Builder shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Design-Builder shall ensure that UTA is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13. Design-Builder may adopt a Design-Builder controlled insurance program to meet this requirement.

### **Special Risks or Circumstances**

UTA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

## CONSTRUCTION AND DESIGN SERVICES AMENDMENT S-LINE EXTENSION (PDB)

### PHASE 2 FINAL DESIGN AND CONSTRUCTION CONTRACT

This Phase 2 Final Design and Construction Services Amendment (“**Amendment**”) is between Utah Transit Authority, a public transit district organized under the laws of the State of Utah (“**UTA**”), and KIEWIT INFRASTRUCTURE WEST CO, LOCATED AT 10150 Centennial Pkwy, Suite 200, Sandy, UT 84070, a Corporation (“**Design- Builder**”).

#### RECITALS

UTA is Constructing an extension of the S-line streetcar between Fairmont Station and Highland Drive in the Sugarhouse Neighborhood of Salt Lake City, Utah.

A) S-Line Extension (the “**Project**”).

B) Pursuant to Request for Proposals No. 24-03849, UTA and Design-Builder entered into the Agreement – Phase 1 Pre-Construction Services, dated September 25, 2024 (the “**Phase 1 Agreement**”).

C) Pursuant to the Phase 1 Agreement, UTA and Design-Builder have negotiated and agreed on the Price Proposal, schedule, and scope of work for the construction services for the Project, and desire to amend the Phase 1 Agreement in order to include that scope, schedule, and price. Hereafter, the term “**Agreement**” refers collectively to the Phase 1 Agreement and this Amendment.

#### AGREEMENT

Therefore, the parties agree as follows:

**1. Scope of Work.** Design-Builder shall perform the Work. In the Contract Documents, “**Work**” means all construction and other services required by the Contract Documents, including procuring and furnishing all material, equipment, services and labor reasonably inferable from the Contract Documents as necessary to complete the Project. This excludes work completed under change orders 2 and 4.

**2. Schedule.** (a) Design-Builder shall commence the Work (which, for purposes of this Section, shall not include the Phase 1 Work) within seven (7) days of Design-Builder’s receipt of a Notice to Proceed (“**NTP**”) from UTA. UTA is not required to issue an NTP until all insurance, bonding, and other required documentation is submitted and deemed acceptable by UTA.

(b) UTA may issue a limited Notice to Proceed on a portion of the Work, and may issue a series of limited NTPs to provide for progression of the Work in phases. Issuance of a limited NTP will not be deemed to require UTA to issue any subsequent NTPs, and will not be deemed to obligate UTA to complete the Project or to pay Design-Builder for any portion of the Work not encompassed by an NTP issued by UTA.

(c) The Design-Builder shall achieve Substantial Completion of the entire Work no later than July 16<sup>th</sup>, 2027 (the “**Substantial Completion Date**”). In the Contract Documents, “**Substantial Completion**” means that the Work is sufficiently complete in accordance with the Contract Documents so that UTA can occupy and use the Project for system integration testing, training, and pre-revenue operations.

(d) The Design-Builder shall achieve Revenue Readiness of the Work no later than August 13<sup>th</sup>, 2027 (the “**Revenue Operations Date**”). In the Contract Documents, “**Revenue Readiness**” means that the Work is sufficiently complete in accordance with the Contract Documents so that the Project is ready for public use.

(e) The Design-Builder shall achieve Final Completion of the Work as expeditiously as reasonably practicable, but in no event later than August 13th, 2027 (the “**Final Completion Date**”). In this Agreement, “**Final Completion**” means that the Work is complete in accordance with the Contract Documents, including but not limited to, final completion of all punch list items and delivery of all documents in accordance with the General Conditions.

(f) Time is of the essence with respect to the dates set forth in this section.

(g) Design-Builder acknowledges that if Substantial Completion is not attained by the Guaranteed Substantial Completion Date, UTA will suffer damages that are difficult to measure and determine with precision. If Substantial Completion is not attained by the Guaranteed Substantial Completion Date, Design-Builder shall pay UTA \$1,000 as liquidated damages for each day that Substantial Completion extends beyond the Substantial Completion Date.

**3. Price and Payment.** (a) As full compensation for completing the Work in accordance with the Contract Documents, UTA shall pay to the Design-Builder the price of \$ 23,866,561 (the “**Contract Price**”), as more particularly set forth on the Schedule of Values, attached as Exhibit A. For purposes of this Addendum, the Contract Price does not include the Phase 1 Contract Price, which is defined by, and paid under, the Phase 1 Agreement. The procedures for invoicing and payment are set forth in Article 4 of the General Conditions. The above Contract Price will be modified according to the actual authorized work performed, as measured by the Schedule of Values.

(b) For purposes of calculating changes in the Contract Price pursuant to Section 7.6 of the General Conditions, Design-Builder will be entitled to the audited G&A rate of 9.451 % and a profit of 8.50 %.

**4. Contract Documents.** (a) The Contract Documents consist of the following:

- (1) All written amendments and Change Orders to this Amendment executed in accordance with Article 7 of the General Conditions;
- (2) This Amendment, including its exhibits, and specifically including the General Conditions;
- (3) All written amendments and Change Orders to the Phase 1 Agreement, executed in accordance with the Phase 1 Agreement;
- (4) The Phase 1 Agreement, including its exhibits;
- (5) The Design-Builder’s Proposal in response to the RFP;
- (6) The RFP.

(b) The parties intend that the Contract Documents include and provide for all aspects of the Work that are necessary for the proper initiation, performance, and Final Completion of the Work by the Design-Builder, by the Final Completion Date, and for the Contract Price. The parties intend that the Contract Documents be interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction industry standards.

(c) If any terms of the Contract Documents contradict any other terms, the terms contained in the more recent Contract Document will govern.

(d) Design-Builder acknowledges that, prior to the execution of this Agreement, it has carefully reviewed the Contract Documents for errors, omissions, conflicts or ambiguities (each, a “**Discrepancy**”), and is not aware of any Discrepancies as of the execution of this Agreement. If the Design-Builder becomes aware of a Discrepancy, the Design-Builder shall immediately notify UTA’s Project Manager of that Discrepancy in writing. UTA’s Project Manager shall promptly resolve the Discrepancy in writing. Design-Builder’s failure to promptly notify UTA of an apparent discrepancy will be deemed a waiver of Design-Builder’s right to seek an adjustment of the Contract Price or Contract Times due to the discrepancy.

(e) The Contract Documents form the entire contract between UTA and the Design-Builder and by incorporation in this Agreement are as fully binding on the parties as if repeated in this Agreement. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

**5. Representatives of the Parties.** (a) UTA designates Ethan Ray as its Project Manager, and Greg Thorpe as its Senior Representative. UTA’s Contract Administrator for this Agreement is Vicki Woodward. Questions or correspondence regarding the contractual aspects of this Agreement should be directed to Ms. Woodward, at the address set forth in section 9

(b) Design-Builder designates Chris Geiger  
Jeff Finochiaro as its Senior Representative.

as its Project Manager, and

**6. Key Personnel.** (a) Design-Builder shall ensure that the following Key Personnel remain assigned to the Project until Final Completion:

- (1) Project Manager – Chris Geiger
- (2) Construction Manager – Adam Knoll
- (3) Systems Manager – Jessica Yoh
- (4) Quality Manager – Mark Megeath

(b) This Agreement was awarded based on Design-Builder’s representation that such key personnel would be engaged in their respective capacities, at the commitment levels indicated, for the full duration of the Project. Design-Builder shall not make changes in the Key Personnel staffing without the written approval of UTA, such approval not to be withheld unreasonably. Any replacements of key personnel must have the same substantive and qualitative experience as the individuals identified in Design-Builder’s Proposal.

**7. Bonds and Insurance.** (a) Design-Builder shall obtain and maintain the insurance coverages set forth in Exhibit B, and comply with the obligations set forth in Exhibit B.

(b) The Design-Builder shall provide to UTA a performance bond and a payment bond (the “Bonds”) issued by a surety doing business in Salt Lake County, Utah, and listed in the then current US Department of the Treasury’s Circular 570. The Bonds must each be in an amount equal to 100% of the Contract Price, and in a form acceptable to UTA. Design-Builder shall provide the Bonds to UTA prior to commencing any Work.

(c) Upon Final Completion of the Work, UTA may, in its sole discretion, allow Design-Builder to replace the performance bond with a warranty bond in an amount and in a form acceptable to UTA

**8. Notices.** (a) To be deemed valid, all notices, requests, claims, demands and other communications between the parties (“**Notices**”) must be in writing and addressed as follows:

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

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

If to the Design-Builder:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a required copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) To be deemed valid, Notices must be given by one of the following methods: (i) by delivery in person (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid.

(c) Either party may change the address at which that party desires to receive written notice by delivery of Notice of such change to the party as set forth above. Notices will be deemed 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 that was not properly communicated shall not defeat or delay the effectiveness of a Notice.

**9. Counterparts.** The parties may execute this Amendment in any number of counterparts, each of which when executed and delivered will constitute a duplicate original, but all counterparts together will constitute a single agreement.

**10. Effectiveness; Date.** The Amendment will become effective when all parties have fully signed it. The date of this Amendment will be the date it is signed by the last individual to sign it (as indicated by the date associated with that individual’s signature).

Each individual is signing this Amendment on the date stated opposite that individual’s signature.

**UTAH TRANSIT AUTHORITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Legal Form:

DocuSigned by:  
By: Mike Bell Mike Bell  
70E33A415BA74F6...  
Utah Transit Authority  
Legal Counsel 3/13/2026

**KIEWIT INFRASTRUCTURE WEST CO**

Signed by:  
By:  Date: 3/13/2026  
10165E567F9740D...  
Name: Darron Rolle  
Title: Sr. Vice President

Design-Builder's Federal ID Number: \_\_\_\_\_

Exhibit A Schedule of Values

	DESCRIPTION	QTY	UOM	TOTAL
	<b>ALT 90% OPCC - DIRECT COST - SUBTOTAL</b>	<b>1.0</b>	<b>LS</b>	<b>14,081,639</b>
<b>10</b>	<b>10 GUIDEWAY &amp; TRACK ELEMENTS</b>	<b>1.0</b>	<b>LS</b>	<b>2,632,742</b>
<b>10.03</b>	<b>10.03 GUIDEWAY: AT-GRADE IN MIXED TRAFFIC - SUBTOTAL</b>	<b>1.0</b>	<b>LS</b>	<b>316,092</b>
<b>10.03.01</b>	<b>10.03.01 GUIDEWAY DEMO - SUBTOTAL</b>	<b>1.0</b>	<b>LS</b>	<b>\$ 58,123</b>
10.03.01.010	Demo Existing AC Pavement Full Depth - Guideway	2,273.0	SY	\$ 31,443
10.03.01.025	Demo Existing PCC Pavement - Guideway	39.0	SY	\$ 1,327
10.03.01.040	Demo Existing Track	46.0	TF	\$ 20,666
10.03.01.050	Demo Exist OCS Foundations	2.0	EA	\$ 4,688
<b>10.03.02</b>	<b>10.03.02 GUIDEWAY CIVIL - SUBTOTAL</b>	<b>1.0</b>	<b>LS</b>	<b>180,264</b>
10.03.02.010	Guideway/Roadway Excavation - Mainline	2,387.0	CY	\$ 98,296
10.03.02.030	Subgrade - Mainline	4,032.0	SY	\$ 36,067
10.03.02.050	Guideway Aggregate Base Course - Mainline	971.0	SY	\$ 45,902
<b>10.03.03</b>	<b>10.03.03 GUIDEWAY DRAINAGE - SUBTOTAL</b>	<b>1.0</b>	<b>LS</b>	<b>77,704</b>
10.03.03.010	Guideway Drainage (Track Drains & Signal Box Drains)	19.0	EA	\$ 77,704
<b>10.10</b>	<b>10.10 TRACK: EMBEDDED - SUBTOTAL</b>	<b>2,245.0</b>	<b>TF</b>	<b>1,600,266</b>
<b>10.10.01</b>	<b>10.10.01 INSTALL EMBEDDED TRACK - TAN: - SUBTOTAL</b>	<b>878.0</b>	<b>TF</b>	<b>511,746</b>
10.10.01.010	Install Rail - Embedded Track - Tan	878.0	TF	\$ 86,894
10.10.01.015	FPS Concrete - Embedded Track - Tan	293.0	CY	\$ 215,019
10.10.01.025	Buy Track Materials - Embedded Track - Tan	878.0	TF	\$ 162,341
10.10.01.045	Emb Track Slab - Furnish & Install Rebar - Embedded Track - Tan	8.4	TN	\$ 27,911
10.10.01.050	Rail Welding - Embedded Track - Tan	16.0	EA	\$ 19,581
<b>10.10.02</b>	<b>10.10.02 INSTALL EMBEDDED TRACK- INTERSECTION: - SUBTOTAL</b>	<b>93.0</b>	<b>TF</b>	<b>70,530</b>
10.10.02.010	Install Rail - Embedded Track - Intersection	93.0	TF	\$ 13,868
10.10.02.015	FPS Concrete - Embedded Track - Intersection	31.0	CY	\$ 34,324
10.10.02.025	Buy Track Materials - Embedded Track - Intersection	93.0	TF	\$ 14,525
10.10.02.045	Emb Track Slab- Furnish & Instal Rebar - Embedded Track - Intersection	0.9	TN	\$ 2,924
10.10.02.050	Rail Welding - Embedded Track - Intersection	6.0	EA	\$ 4,890
<b>10.10.12</b>	<b>10.10.12 INSTALL EMBEDDED TRACK- PRE-CURVE TRACK: - SUBTOTAL</b>	<b>1,274.0</b>	<b>TF</b>	<b>807,470</b>
10.10.12.010	Install Rail - Embedded Track - Pre-Curve	1,274.0	TF	\$ 198,612
10.10.12.020	FPS Concrete - Embedded Track - Pre-Curve	413.0	CY	\$ 226,427
10.10.12.030	Buy Track Materials - Embedded Track - Pre-Curve	1,274.0	TF	\$ 224,850
10.10.12.050	Furnish & Install Rebar - Emb Track Slab - Pre-Curve	12.1	TN	\$ 40,219
10.10.12.055	Rail Welding - Embedded Track - Pre-Curve	96.0	EA	\$ 117,362
<b>10.10.14</b>	<b>10.10.14 INSTALL CONCRETE INFILL - SUBTOTAL</b>	<b>294.0</b>	<b>CY</b>	<b>210,520</b>
10.10.14.010	Place Concrete Infill	294.0	CY	\$ 210,520
<b>10.12</b>	<b>10.12 SPECIAL TRACK - SUBTOTAL</b>	<b>2,245.0</b>	<b>TF</b>	<b>716,384</b>
<b>10.12.10</b>	<b>10.12.10 SPECIAL TRACK - SUBTOTAL</b>	<b>1.0</b>	<b>EA</b>	<b>716,384</b>
10.12.10.010	No 6 DF - Double Crossover	1.0	EA	\$ 544,331
10.12.10.020	Track Lubricators	4.0	EA	\$ 164,448
10.12.10.030	Remove, Salvage, and Install Bumping Post	2.0	EA	\$ 7,605
<b>20.</b>	<b>20 STATIONS, STOPS, TERMINALS, INTERMODAL - SUBTOTAL</b>	<b>1.0</b>	<b>EA</b>	<b>1,403,325</b>
<b>20.01</b>	<b>20.01 AT-GRADE STATION, STOP, SHELTER, MALL, TERMINAL, PLATFORM</b>	<b>1.0</b>	<b>EA</b>	<b>1,403,325</b>
<b>20.01.01</b>	<b>20.01.01 AT-GRADE STATION PLATFORMS - SUBTOTAL</b>	<b>1.0</b>	<b>EA</b>	<b>32,373</b>
20.01.01.010	Structural Excavation and Backfill	153.0	CY	\$ 2,810
20.01.01.015	Structural Backfill Aggregates	178.0	CY	\$ 29,563
<b>20.01.02</b>	<b>20.01.02 STATION - CONCRETE - SUBTOTAL</b>	<b>76.0</b>	<b>CY</b>	<b>697,716</b>
20.01.02.005	Platform Footings & Stem Walls	21.0	CY	\$ 69,447
20.01.02.015	Platform Slab & Ramps	47.0	CY	\$ 126,129
20.01.02.025	Canopy Foundation - 2 EA @ 30" drilled x 10' depth	4.0	CY	\$ 7,684
20.01.02.030	PCC Equipment Pad	4.0	CY	\$ 11,486
20.01.02.040	Station - Structural Steel, Canopies, & Furnishings	1.0	LS	\$ 79,812
20.01.02.045	Platform Snow Melt System	1.0	EA	\$ 166,512
20.01.02.050	Station Comm - CCTV' s, DMS, Phone - MEC	1.0	LS	\$ 7,027
20.01.02.055	Stations Electrical and Lighting - CIVIL	180.0	CY	\$ 88,045
20.01.02.060	Platform Electrical and Lighting - MEC	1.0	LS	\$ 141,575
<b>20.01.03</b>	<b>20.01.03 STATION - RETAINING WALLS - SUBTOTAL</b>	<b>265.0</b>	<b>CY</b>	<b>673,236</b>
20.01.03.010	Retaining Wall Structural Excavation	1,539.0	CY	\$ 28,187
20.01.03.020	Retaining Wall Structural Backfill	948.0	CY	\$ 75,768
20.01.03.030	Retaining Wall Footings	151.0	CY	\$ 99,368
20.01.03.040	Retaining Wall - 2 Sided Wall	114.0	CY	\$ 256,518
20.01.03.050	Retaining Wall - Handrails - Retaining Walls + Platform Ramp	501.0	LF	\$ 213,395
<b>40.</b>	<b>40 SITEWORK &amp; SPECIAL CONDITIONS - SUBTOTAL</b>	<b>1.0</b>	<b>LS</b>	<b>2,876,634</b>
<b>40.01</b>	<b>40.01 DEMOLITION, CLEARING, EARTHWORK - SUBTOTAL</b>			<b>3,939,912</b>
<b>40.01.01</b>	<b>40.01.01 DEMOLITION, CLEARING, EARTHWORK - SUBTOTAL</b>	<b>1.0</b>	<b>LS</b>	<b>205,668</b>
40.01.01.005	Demo Existing AC Pavement	5,835.0	SY	\$ 70,652
40.01.01.020	Demo Concrete Sidewalk, Ped Ramps & Driveways	1,060.0	SY	\$ 23,846
40.01.01.030	Demo Concrete Curb and Gutter	2,124.0	LF	\$ 25,244
40.01.01.092	Remove Existing Drain Plate and Fill with Concrete	1.0	LS	\$ 2,869
40.01.01.035	Remove Trees	11.0	EA	\$ 5,686

	DESCRIPTION	QTY	UOM	TOTAL
40.01.01.075	Planter Removal (incl small veg/irrigation)	5,984.0	SF	\$ 17,654
40.01.01.040	Remove Brick Pavers	140.0	SY	\$ 1,883
40.01.01.045	Remove/Salvage Traffic Signals - Civil Anchor Bolts Down (Traffic & Pedestrian)	1.0	EA	\$ 2,196
40.01.01.050	Remove/Salvage Light Poles - Civil Anchor Bolts Down	4.0	EA	\$ 1,907
40.01.01.055	Remove/Relocate Existing Decorative Lights	9.0	EA	\$ 4,804
40.01.01.065	Roadway Subgrade	3,289.0	SY	\$ 48,928
<b>40.01.02</b>	<b>40.01.02 CRA Demolition</b>	<b>1.0</b>	<b>LS</b>	<b>1,027,639</b>
40.01.02.01	CRA Basement Embankment	3,440.0	CY	\$ 70,282
40.01.02.02	CRA Building Demo	1.0	LS	\$ 252,732
40.01.02.03.01	CRA Utility Removals	1.0	LS	\$ 72,414
40.01.02.03.050	RMP/Comcast/MCI Relocations	1.0	LS	\$ 361,162
40.01.02.03.060	Simpson Ave Replacement Street Lighting	6.0	EA	\$ 185,204
40.01.02.03.070	Fiber Box Relocate	4.0	EA	\$ 85,845
<b>40.02</b>	<b>40.02 Site Utilities, Utility Relocation</b>			<b>964,689</b>
<b>40.02.01</b>	<b>40.02.01 WATER - SUBTOTAL</b>	<b>1.0</b>	<b>LS</b>	<b>409,389</b>
40.02.01.010	Remove/Abandon Waterline, Valves & Fire Hydrants	761.0	LF	\$ 34,702
40.02.01.030	E/L/B 12" Water Main W/ 18" Steel Casing	310.0	LF	\$ 209,249
40.02.01.040	Install Casing on Existing Waterline at Highland Intersection	85.0	LF	\$ 77,015
40.02.01.041	E/L/B 6" DIP Waterline	131.0	LF	\$ 23,185
40.02.01.045	Water Services	93.0	LF	\$ 36,794
40.02.01.055	Install Fire Hydrants	2.0	EA	\$ 25,470
40.02.01.065	Install Freezeless Hose Bib/Post Hydrant - Platform	1.0	EA	\$ 2,974
<b>40.02.71</b>	<b>40.02.71 STORM DRAIN - SUBTOTAL</b>	<b>1.0</b>	<b>LS</b>	<b>420,787</b>
40.02.71.011	Remove Existing CMP Storm Drain	110.0	LF	\$ 11,659
40.02.71.012	Remove Existing RCP Storm Drain	243.0	LF	\$ 39,448
40.02.71.020	Remove Existing Storm Inlet/Manhole	5.0	EA	\$ 6,276
40.02.71.030	E/L/B 12" RCP Storm Drain	205.0	LF	\$ 76,223
40.02.71.040	E/L/B 12" HP Storm Drain	178.0	LF	\$ 64,827
40.02.71.043	E/L/B 6" PVC Storm Drain	14.0	LF	\$ 2,628
40.02.71.044	E/L/B 8" PVC Storm Drain	483.0	LF	\$ 85,285
40.02.71.045	E/L/B 12" PVC Storm Drain	245.0	LF	\$ 70,780
40.02.71.050	Construct New Storm Drain Inlet	13.0	EA	\$ 63,661
<b>40.02.72</b>	<b>Sewer</b>	<b>1.0</b>	<b>LS</b>	<b>51,361</b>
40.02.72.010	E/L/B 8" HDPE Sewer By-Pass Line	95.0	LF	\$ 51,361
<b>40.02.80</b>	<b>Gas</b>	<b>1.0</b>	<b>LS</b>	<b>3,405</b>
40.02.80.010	Abandon Gas Line	283.0	LF	\$ 3,405
<b>40.02.90</b>	<b>40.02.90 POTHOLING - UTILITY VERIFICATION - SUBTOTAL</b>	<b>1.0</b>	<b>LS</b>	<b>79,746</b>
40.02.90.010	Potholing All Utilities	76.0	EA	\$ 79,746
<b>40.06</b>	<b>40.06 PEDESTRIAN/BIKE ACCESS AND ACCOMODATION, LANDSCAPING - SUBTOTAL</b>	<b>1.0</b>	<b>LS</b>	<b>158,327</b>
<b>40.06.10</b>	<b>40.06.10 CONCRETE FLATWORK - SUBTOTAL</b>	<b>1.0</b>	<b>LS</b>	<b>158,327</b>
40.06.10.010	Concrete Sidewalk	8,352.0	SF	\$ 125,229
40.06.10.020	Concrete Ped Ramps & Detectable Warning Strips	584.0	SF	\$ 33,098
<b>40.07</b>	<b>40.07 AUTOMOBILE, BUS, VAN, ACCESSWAYS INCLUDING ROADS, PARKING LOTS - SUBTOTAL</b>	<b>1.0</b>	<b>LS</b>	<b>520,311</b>
<b>40.07.01</b>	<b>40.07.01 CURB AND GUTTER, DRIVEWAYS - SUBTOTAL</b>	<b>1.0</b>	<b>LS</b>	<b>129,822</b>
40.07.01.010	New Curb and Gutter	2,545.0	LF	\$ 129,822
<b>40.07.21</b>	<b>40.07.21 PAVEMENT - SUBTOTAL</b>	<b>1.0</b>	<b>LS</b>	<b>355,374</b>
40.07.21.020	Roadway Aggregate Base Course	4,629.0	SY	\$ 85,307
40.07.21.040	Asphalt Pavement	4,629.0	SY	\$ 202,278
40.07.21.060	Install Bollards	166.0	EA	\$ 49,189
40.07.21.065	Fencing	51.0	LF	\$ 5,800
40.07.21.070	Pavement Collars & height adjustments	16.0	EA	\$ 12,800
<b>40.07.30</b>	<b>40.07.30 PAVEMENT MARKINGS - SUBTOTAL</b>	<b>1.0</b>	<b>LS</b>	<b>35,115</b>
40.07.30.010	Install Pavement Markings	1.0	LS	\$ 27,420
40.07.30.060	Furnish/Install Traffic Signs	16.0	EA	\$ 7,694
<b>50.</b>	<b>50 SYSTEMS - SUBTOTAL</b>	<b>1.0</b>	<b>LS</b>	<b>7,168,938</b>
<b>50.01</b>	<b>50.01 TRAIN CONTROL AND SIGNALS - SUBTOTAL</b>	<b>1.0</b>	<b>LS</b>	<b>1,050,831</b>
50.01.10.001	Train Control Duct Bank - CIVIL	335.0	CY	\$ 125,889
50.01.10.040	Buy Wheel Counters & Spare Parts	10.0	EA	\$ 43,360
50.01.10.055	Labor and Equipment to Install Devices	1.0	LS	\$ 122,916
50.01.10.060	Labor and Equipment to Pull Cable	11,656.0	LF	\$ 158,858
50.01.10.065	Labor and Equipment for Testing	1.0	LS	\$ 167,784
50.01.10.075	O&M Manuals and Training (axle counters only)	1.0	LS	\$ 171,287
50.01.10.080	Install Train Control Conduits (5% Added) - Local Conduit Only	3,373.0	LF	\$ 107,836
50.01.10.085	Install Train Control Handholes - JB's and RAB's	68.0	EA	\$ 88,339
50.01.10.090	Buy RAB's & Junction Box (Switich Machine, Switch Htrs)	68.0	EA	\$ 64,563
<b>50.02</b>	<b>50.02 TRAFFIC SIGNALS AND CROSSING PROTECTION - SUBTOTAL</b>	<b>1.0</b>	<b>LS</b>	<b>1,209,490</b>
50.02.10.019	RMP Power Drops	3.0	EA	\$ 12,446
50.02.10.020	Traffic Signals Complete	3.0	EA	\$ 1,197,044
<b>50.04</b>	<b>50.04 OCS SYSTEM - SUBTOTAL</b>	<b>1.0</b>	<b>LS</b>	<b>1,253,732</b>
50.04.10.010	OCS Drilled Shaft Foundations	29.0	EA	\$ 359,992

	DESCRIPTION	QTY	UOM	TOTAL
50.04.10.025	Buy OCS Permanent Materials	1.0	LS	\$ 172,697
50.04.10.100	OCS Labor & Equipment (Supports)	1.0	LS	\$ 299,811
50.04.10.105	OCS Labor & Equipment (Wire)	3,486.0	LF	\$ 367,343
50.04.10.110	OCS Labor & Equipment (Testing)	1.0	LS	\$ 53,890
<b>50.05</b>	<b>50.05 COMMUNICATIONS - SUBTOTAL</b>	<b>1.0</b>	<b>LS</b>	<b>755,212</b>
50.05.10.010	Communications Civil	481.0	CY	\$ 191,876
50.05.10.015	Buy Fiber Backbone/Station Comm Cabinet	3,886.0	LF	\$ 19,130
50.05.10.035	Labor & Equipment Install Fiber	3,701.0	LF	\$ 30,897
50.05.10.040	Labor & Equipment Fiber Terminations	144.0	EA	\$ 38,119
50.05.10.065	Perform COM Testing	1.0	LS	\$ 20,000
50.05.10.070	Install Com Pull Boxes (Includes stations boxes)	7.0	EA	\$ 110,332
50.05.10.080	Install Com Conduit - System Wide Electrical Mainline Backbone	13,205.0	LF	\$ 327,054
50.05.10.090	Install Com Innerduct - For Fiber Backbone	3,164.0	LF	\$ 17,804
<b>50.07</b>	<b>50.07 SYSTEMS TESTING &amp; COMMISSIONING - SUBTOTAL</b>	<b>1.0</b>	<b>LS</b>	<b>49,293</b>
50.07.01.010	Systems Testing and Commissioning - Integration Testing	1.0	LS	\$ 49,293
<b>50.08</b>	<b>50.08 SYSTEM INDIRECTS - SUBTOTAL</b>	<b>1.0</b>	<b>LS</b>	<b>2,850,379</b>
50.08.01.010	Systems Indirects	16.0	MTH	\$ 2,850,379
58.08.01.020	Mobilization	1.0	LS	\$ 988,621

	<b>ALT 90% OPCC - UTA S-LINE INDIRECT COST - SUBTOTAL</b>	<b>1.0</b>	<b>LS</b>	<b>5,595,321</b>
<b>40.08</b>	<b>40.08 DIRECT SUPPORT COSTS - SUBTOTAL</b>	<b>1.0</b>	<b>LS</b>	<b>5,595,321</b>
<b>40.08.08</b>	<b>40.08.08 COMMERCIAL COST (Bonds, Insurance, permits, Taxes &amp; Fees) - SUBTOTAL</b>	<b>1.0</b>	<b>LS</b>	<b>164,759</b>
<b>40.08.09</b>	<b>40.08.09 JOB RELATED OVERHEAD - SUBTOTAL</b>	<b>12.0</b>	<b>MTH</b>	<b>1,215,069</b>
<b>40.08.10</b>	<b>40.08.10 OPERATIONAL SUPPORT (Safety, Quality &amp; Survey) - SUBTOTAL</b>	<b>12.0</b>	<b>MTH</b>	<b>801,449</b>
<b>40.08.11</b>	<b>40.08.11 MOBILIZATION - SUBTOTAL</b>	<b>1.0</b>	<b>LS</b>	<b>1,955,777</b>
<b>40.08.13</b>	<b>40.08.13 CONTRACTOR CONTINGENCY - SUBTOTAL</b>	<b>1.0</b>	<b>LS</b>	<b>663,201</b>
<b>40.08.14</b>	<b>40.08.14 POST DESIGN ENGINEERING - SUBTOTAL</b>	<b>1.0</b>	<b>LS</b>	<b>235,194</b>
<b>40.08.40</b>	<b>40.08.40 TRAFFIC CONTROL - SUBTOTAL</b>	<b>39.0</b>	<b>WK</b>	<b>278,477</b>
<b>40.08.50</b>	<b>40.08.50 DUST CONTROL AND SWPPP - SUBTOTAL</b>	<b>39.0</b>	<b>WK</b>	<b>281,394</b>

<b>99.00</b>	<b>FEE - SUBTOTAL</b>	<b>1.0</b>	<b>LS</b>	<b>\$ 3,200,979</b>
99.01.05	G&A	1.0	LS	\$ 1,340,354
99.01.10	CMAR Fee	1.0	LS	\$ 1,860,625

	<b>90% OPCC - UTA S-LINE - PROJECT TOTAL</b>	<b>1.0</b>	<b>LS</b>	<b>23,866,561</b>
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**Exhibit B to Phase 2 Final Design and Construction Services Amendment  
Design and Construction General Conditions**

**ARTICLE 1  
General**

1.1 **Cooperation.** UTA and Design-Builder commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, so as to permit each party to realize the benefits afforded under the Contract Documents.

1.2 **Professional Standards.** Design-Builder shall perform the Work in a good and workmanlike manner, and shall use reasonable skill, care, and diligence. If the Work includes professional services, Design-Builder shall perform those services in a professional manner, using at least that standard of care, skill and judgment that can reasonably be expected from similarly situated professionals.

1.3 **Definitions.** Terms that are defined in the Agreement have the same definition in all the Contract Documents, including in these General Conditions. Unless expressly modified by the Agreement, the following definitions shall also apply to all Contract Documents:

“Agreement” means the document signed by Design-Builder and UTA to which these General Conditions are attached as an exhibit or into which these General Conditions are incorporated by reference.

“Application for Payment” shall mean an invoice for a progress or final payment made in accordance with the requirements of Article 4.

“Basis of Design Documents” means those preliminary drawings, concept design drawings, technical requirements, performance requirements, project criteria, or other documents that are (i) included in the Contract Documents, and (ii) serve as the basis or starting point for design services to be performed by Design-Builder, if any.

“Claim” has the meaning indicated in Section 8.1 of these General Conditions.

“Construction Documents” means the final drawings and specifications that set forth in detail the requirements for construction of the Project.

“Contract Documents” means those documents designated as Contract Documents in the Agreement.

“Contract Times” means the guaranteed dates for Substantial Completion, Final Completion (if applicable), and any other deadlines for completion of the Work, or a part thereof, all as set forth in the Agreement.

“Day” means a calendar day unless otherwise specifically noted in the Contract Documents.

“Differing Site Condition” has the meaning indicated in Section 3.2 of these General Conditions.

“Design-Builder” means the entity that has entered into a contract with UTA to perform construction and other services as detailed in the Contract Documents. The Design-Builder may be referred to as a Design-Builder, PDB , or general contractor.

“Final Completion” has the meaning indicated in Section 4.7 of these General Conditions.

“Force Majeure Event” means a delay caused by any national or general strikes, fires, riots, acts of God, acts of the public enemy, floods, acts of terrorism, unavoidable transportation accidents or embargoes, or other events: (i) which are not reasonably foreseeable as of the date the Agreement was executed; (ii) which are attributable to a cause beyond the control and without the fault or negligence of the party incurring such delay; and (iii) the effects of which cannot be avoided or mitigated by the party claiming such Force Majeure Event through the use of commercially reasonable efforts. The term Force Majeure Event does not include a delay caused by seasonal weather conditions, inadequate construction forces, general economic conditions, changes in the costs of goods, or Design-Builder’s failure to place orders for equipment, materials, construction equipment or other items sufficiently in advance to ensure that the Work is completed in accordance with the Contract Documents.

“General Conditions” means this document.

“Legal Requirements” means all applicable federal, state, and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work including, without limitation, those related to safety and environmental protection. The terms Legal Requirements shall also include any requirements or conditions included in a permit required for, or issued in conjunction with, the Project.

“Potential Change Notice” has the meaning indicated in Section 7.3 of these General Conditions.

“Price Proposal” is the Design-Builder's submission during the pre-construction phase which contains its open-book cost estimate, scope of work for the project, schedule, and all other backup documentation to support the price proposed to construct the project.

“Project” means the construction project described in the Agreement.

“Punchlist” means shall mean a schedule of Work items (developed in accordance with the procedures described in Article 4) which remain to be completed prior to Final Completion, but which do not adversely affect the performance, operability, capacity, efficiency, reliability, cost effectiveness, safety or use of the Project after Substantial Completion.

“Schedule of Values” means the detailed statement furnished by Design-Builder and approved by UTA in accordance with Section 4.1, which statement outlines the various components of the Contract Price and allocates values for all such components in a manner that can be used for preparing and reviewing invoices.

“Site” means the land or premises on which the Project is located, as more particularly defined and described in the Contract Documents.

“Subcontractor” means any person or entity (including subcontractors at any tier, design engineers, laborers and materials suppliers) retained by Design-Builder or any other Subcontractor to perform a portion of Design-Builder’s obligations under the Contract Documents.

“Substantial Completion” or “Substantially Complete” has the meaning indicated in Section 4.6 of these General Conditions.

“Work” means all obligations, duties, requirements, and responsibilities for the successful completion of the Project by Design-Builder, including furnishing of all services and/or equipment (including obtaining all applicable licenses and permits to be acquired by Design-Builder) in accordance with the Contract Documents.

## **ARTICLE 2** **Design-Builder’s Services**

### **2.1 General Services.**

2.1.1 Design-Builder’s Project Manager shall be reasonably available to UTA and shall have the necessary expertise and experience required to supervise the Work. Design-Builder’s Project Manager shall communicate regularly with UTA and shall be vested with the authority to act on behalf of Design-Builder.

2.1.2 Design-Builder shall provide UTA with a monthly status report detailing the progress of the Work, including: (i) whether the Work is proceeding according to schedule; (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution; (iii) whether unusual health and safety issues exist in connection with the Work; and (iv) other items that require resolution so as not to jeopardize Design-Builder’s ability to complete the Work for the Contract Price and within the Contract Time(s).

2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Design-Builder shall prepare and submit, within seven (7) Days of the execution of the Agreement, a schedule for the execution of the Work for UTA’s review and response. The schedule must indicate the dates for the start and completion of the various stages of Work, including the required dates when UTA obligations must be completed to enable Design-Builder to achieve the Contract Time(s). Such UTA obligation dates may include (where contemplated in the Contract Documents): (i) Site availability requirements; and/or (ii) dates when UTA information or approvals are required. The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. UTA’s review of, and response to, the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

**2.2 Design Services.** If the Work includes any design services, provisions 2.2.1 through 2.2.8 apply.

2.2.1 Design-Builder shall provide the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Design-Builder shall ensure that design services are performed by qualified, licensed design professionals employed by Design-Builder, or by qualified, independent licensed design consultants procured by Design-Builder.

2.2.2 Design-Builder and UTA shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that UTA may wish to review, which interim design submissions may include design criteria, drawings, diagrams, and specifications setting forth the Project requirements. Interim design submissions must be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.2.2. On or about the time of the scheduled submissions, Design-Builder and UTA shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents shall be processed in accordance with Article 7. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, UTA will be entitled to at least ten (10) Days to review and approve the interim design submissions and meeting minutes.

2.2.3 To the extent not prohibited by the Contract Documents or Legal Requirements, and with the approval of UTA, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.2.4 Design-Builder shall submit proposed Construction Documents to UTA, which must be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meeting minutes. The parties shall have a design review meeting to discuss, and UTA shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.2.2 above. Design-Builder shall submit one set of approved Construction Documents to UTA prior to commencement of construction.

2.2.5 UTA's review and approval of interim design submissions, meeting minutes, and Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither UTA's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to: (i) relieve Design-Builder from its obligations to comply with the Contract Documents; (ii) relieve Design-Builder from its obligations with respect to the accuracy of the design submittals; or (iii) transfer any design liability from Design-Builder to UTA.

2.2.6 Upon completion of the Work, and as a condition to receiving final payment pursuant to Section 4.7, Design-Builder shall prepare and provide to UTA a final set of as-built drawings, depicting the Project as completed, including all changes to the Project made subsequent to the approval of the Construction Documents.

2.2.7 All drawings, specifications, interim design submissions, Construction Documents, and other documents furnished by Design-Builder to UTA pursuant to the Contract Documents (those documents, the “Work Product”) are deemed to be instruments of service and Design-Builder shall retain the ownership and intellectual property rights therein.

2.2.8 Once UTA has made a corresponding payment for the Work required for Design-Builder to prepare any Work Product, Design-Builder will be deemed to have granted to UTA a license to use that Work Product in connection with the construction, occupancy, and maintenance of the Project, or any other UTA project or facility.

### **2.3 Government Approvals, Permits, and Legal Requirements.**

2.3.1 Except where the Contract Documents expressly state that UTA will be responsible for a specific entitlement, Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project or Site. Design-Builder shall provide reasonable assistance to UTA in obtaining any permits, approvals, and licenses that the Contract Documents expressly specify to be a UTA responsibility.

2.3.2 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.3.3 Design-Builder shall file a notice of commencement, a notice of completion, and other notices required by Utah Code Title 38 (Liens). Design-Builder shall file such notices in the manner and within the time periods required by law.

2.3.4 The Contract Price and/or Contract Time(s) will be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements provided that such changes: (i) materially increase Design-Builder’s cost of, or time required for, the performance of the Work; and (ii) are enacted after the effective date of the Agreement.

### **2.4 Construction Services.**

2.4.1 Design-Builder shall proceed with construction in accordance with the approved Construction Documents.

2.4.2 Except to the extent that the Contract Documents expressly identify UTA obligations related to the Work, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities (whether or not expressly stated or depicted in the Contract Documents or Construction Drawings) to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

2.4.3 Design-Builder is responsible for securing the Site until UTA issues a Certificate of Substantial Completion.

2.4.4 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences, techniques and procedures of construction.

2.4.5 Design-Builder shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Design-Builder shall take necessary precautions for the safety of, and shall provide necessary protection to prevent damage, injury or loss to the following: (i) all Design-Builder, Subcontractor, UTA employees, the public and other persons who may be affected thereby; (ii) all Work and all equipment and materials to be incorporated into the Work; and (iii) other property at the Site or adjacent thereto. Design-Builder shall comply with the minimum standards imposed by UTA's Construction Safety and Security Program Manual, as updated from time to time (UTA's Construction Safety and Security Program Manual is incorporated into the Contract Documents by reference). However, Design-Builder shall be responsible for all additional as necessary to comply protect persons and property and comply with applicable Legal Requirements related to safety.

2.4.6 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. UTA may require Design-Builder to remove from the Project a Subcontractor or anyone employed directly or indirectly by any Subcontractor, if UTA reasonably concludes that the Subcontractor is creating safety risks at the Site or quality risks to the Project.

2.4.7 Design-Builder is responsible for the proper performance of the Work by Subcontractors and for any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between UTA and any Subcontractor, including but not limited to any third-party beneficiary rights.

2.4.8 Design-Builder shall coordinate the activities of all of its Subcontractors. If UTA performs other work on the Project or at the Site with separate contractors under UTA's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate Design-Builders so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.4.9 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit UTA to occupy the Project or a portion of the Project for its intended use.

## **2.5 Quality Control, Quality Assurance, Inspection, Rejection and Correction of Work.**

2.5.1 Design-Builder shall develop a Project-specific construction quality control plan as contemplated in UTA's Quality Management Plan and Construction Quality Plan. The Design-Builder's plan shall satisfy the minimum requirement imposed by UTA's Construction Quality Plan and shall be sufficient to ensure that Work is performed in compliance with the Contract Documents. If the Work includes any design services, Design-Builder shall also develop and thereafter comply with a design quality plan that meets the minimum requirements set forth in UTA Design Quality Plan. UTA Quality Management Plan, Construction Quality Plan and Design Quality Plan are incorporated into the Contract Documents by reference. The Design-Builder's plans shall be subject to UTA's review and approval.

2.5.2 Design-Builder shall comply with the approved quality control plan(s). Responsibilities shall include inspection and testing and related activities including administration, management, supervision, reports, record keeping and use of independent testing agencies and laboratories. Design-Builder shall provide evidence of compliance with the Contract Documents.

2.5.3 UTA will have the right to audit and spot check the Design-Builder's quality control procedures and documentation. This will include the Company's right to inspect and test all Work at reasonable times. Design-Builder shall cooperate with any inspection and testing performed by UTA. All Design-Builder-furnished materials and supplies shall be subject to inspection at the point of manufacture.

2.5.4 Any inspection and testing performed by UTA shall be for the sole and exclusive benefit of UTA. Neither inspection and testing of Work, nor the lack of same nor acceptance of the Work by UTA, nor payment therefore shall relieve Design-Builder from any of its obligations under the Contract Documents.

2.5.5 At any time prior to Substantial Completion, UTA may reject Work which fails to conform to the Contract Documents. Design-Builder shall, at its sole expense, promptly re-perform or correct any Work so as to conform to the requirements of the Contract. Design-Builder shall not be entitled to an adjustment to the Contract Price and/or Contract Times with respect to any corrective action necessary to rectify non-conforming Work.

2.5.6 If Design-Builder fails to promptly remedy rejected Work, UTA may, without limiting or waiving any other rights or remedies it may have, self-perform (through its own forces or through other contractors) the necessary corrective action(s) and deduct all amounts so incurred from any amount then or thereafter due Design-Builder.

## **2.6 Design-Builder's Warranty.**

2.6.1 Design-Builder warrants to UTA that all Work, including all materials and equipment furnished as part of the Work, shall be: (i) of good quality conforming to generally recognized industry standards; (ii) in conformance with the Contract Documents; (iii) free of defects in materials and workmanship; and (iv) consistent with applicable Legal Requirements. Without limiting the generality of the forgoing, Design-Builder also specifically warrants that any design, engineering or other professional services provided by Design-Builder shall satisfy applicable professional standards of care and that all materials and that any equipment furnished as part of the construction shall be new (unless otherwise specified in the Contract Documents). This provision is not intended to limit any manufacturer's warranty that provides UTA with greater warranty rights than set forth in this Section 2.6. Design-Builder shall provide UTA with all manufacturers' warranties upon Substantial Completion. Similarly, nothing in this Article is intended to limit any other express warranties set forth in the Contract Documents or to limit any other warranties implied by law, custom or usage of trade.

2.6.2 If Design-Builder becomes aware of any defect in the Work, or non-conformance with the Contract Documents, Design-Builder shall give prompt written notice of that defect or non-conformance to UTA.

2.6.3 Except as otherwise stated in the Agreement, Design-Builder shall correct any Work that does not comply with the warranties provided above for a period of two years following the date of Substantial Completion.

2.6.4 Design-Builder shall, within seven (7) Days of receipt of written notice from UTA that the Work does not comply with the warranties provided above, take meaningful steps to commence corrective action, including the correction, removal, replacement or re-performance of the nonconforming Work and the repair of any damage to other property caused the warranty failure. If Design-Builder fails to commence the necessary corrective action within such seven (7) Day period (or thereafter fails to continuously and diligently pursue such corrective action to completion), UTA may (in addition to any other remedies provided under the Contract Documents) provide Design-Builder with written notice that UTA will self-perform (through its own forces or through other contractors) correction of the warranty failure at Design-Builder's expense. If UTA performs (or causes to be performed) such corrective action, UTA may collect from Design-Builder all amounts so incurred. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) Day period identified above shall be deemed inapplicable.

2.6.5 The two-year period referenced in Section 2.6.3 above only applies to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies UTA may have regarding Design-Builder's other obligations under the Contract Documents.

### **ARTICLE 3** **Site Conditions**

#### **3.1 Hazardous Materials.**

3.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Design-Builder's Work, Design-Builder is not responsible for any Hazardous Materials encountered at the Site. "Hazardous Materials" means any substance that: (i) is deemed a hazardous waste or substance under any environmental law; or (ii) might endanger the health of people exposed to it.

3.1.2 If Design-Builder discovers at the Site any substance the Design-Builder reasonably believes to be a Hazardous Material, Design-Builder shall immediately stop Work in the area of the discovery and immediately report the discovery to the UTA Project Manager. UTA shall determine how to deal with the Hazardous Material, and Design-Builder shall resume Work in the area when directed to do so by the UTA Project Manager.

3.1.3 Design-Builder will be entitled to an adjustment to the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Materials.

3.1.4 The risk allocation and change provisions of Sections 3.1.1 through 3.1.3 do not apply to any Hazardous Materials introduced to the Site by Design-Builder, its Subcontractors, or anyone for whose acts Design-Builder is responsible. Those provisions also exclude Hazardous Materials that were properly stored and/or contained at the Site but thereafter released as a result of the Design-Builder's negligent performance of the Work. To the extent that Hazardous Materials are introduced and/or released at the Site by Design-Builder as described above in this Section 3.1.4, then: (i) to the fullest extent permitted by law, Design-Builder shall defend and indemnify UTA from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from such Hazardous Materials; and (ii) shall not be entitled to an extension of Contract Price and/or Contract Time(s).

## **3.2 Differing Site Conditions.**

3.2.1 If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment to the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the Differing Site Condition. "Differing Site Condition" means concealed or latent physical conditions at the Site that: (i) materially differ from the conditions indicated in the Contract Documents; and (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.

3.2.2 Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to UTA of such condition, which notice shall not be later than five (5) Days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

## **ARTICLE 4** **Payment**

### **4.1 Schedule of Values.**

4.1.1 Unless required by UTA upon execution of this Agreement (and attached as Exhibit A), within ten (10) Days of execution of the Agreement, Design-Builder shall submit for UTA's review and approval a Schedule of Values for all of the Work. The Schedule of Values will: (i) subdivide the Work into its respective parts; (ii) include values for all items comprising the Work; and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

4.1.2 UTA will timely review and approve the Schedule of Values so as not to delay the submission of the Design-Builder's first application for payment. UTA and Design-Builder shall timely resolve any differences so as not to delay the Design-Builder's submission of its first application for payment.

## **4.2 Application for Payment.**

4.2.1 To receive payment, Design-Builder shall submit to UTA an Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. Design-Builder shall not submit Applications for Payment more often than once per month. The Application for Payment must be accompanied by supporting documentation sufficient to establish, to UTA's reasonable satisfaction, Design-Builder's entitlement to receive payment.

4.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that: (i) UTA is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location; (ii) the equipment and materials are protected by suitable insurance; and (iii) upon payment, UTA will receive the equipment and materials free and clear of all liens and encumbrances.

4.2.3 The Application for Payment will constitute Design-Builder's representation that the Work described therein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all materials and equipment will pass to UTA free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the materials and equipment into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

## **4.3 Sales Tax Exemption**

4.3.1 Purchases of certain materials are exempt from Utah sales tax. UTA will provide a sales tax exemption certificate to Design-Builder upon request. UTA will not pay Design-Builder for sales taxes for exempt purchases, and such taxes should not be included in Design-Builder's Application for Payment.

## **4.4 UTA's Payment Obligations.**

4.4.1 UTA shall pay Design-Builder all amounts properly requested and documented within thirty (30) Days of receipt of an Application for Payment.

4.4.2 Notwithstanding Section 4.4.1, UTA may withhold up to 5% of each payment as retention in accordance with Utah Code Ann. § 13-8-5.

4.4.3 Notwithstanding Section 4.4.1, UTA may offset from such Application for Payment amounts any owed to UTA by Design-Builder pursuant to the Contract Documents.

4.4.4 If UTA determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations under the Contract Documents, UTA will notify Design-Builder of the specific amounts UTA has withheld (or intends to withhold), the reasons and contractual basis for the withholding, and the specific actions Design-Builder must take to qualify for payment under the Contract Documents. If the Design-Builder disputes UTA's bases for withholding, Design-Builder may pursue its rights under the Contract Documents, including those under Article 8.

#### **4.5 Design-Builder's Payment Obligations.**

4.5.1 Design-Builder shall pay Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from UTA on account of their work. Design-Builder shall indemnify and defend UTA against any claims for payment and mechanic's liens as set forth in Section 5.2 hereof.

4.5.2 If the Contract Documents include Federal Clauses, the terms of those Federal Clauses pertaining to payment of Subcontractors supersede any conflicting terms of this Article 4.

#### **4.6 Substantial Completion.**

4.6.1 Design-Builder shall notify UTA when it believes the entire Work is Substantially Complete. As used in the Contract Documents, "Substantially Complete" or "Substantial Completion" refers to the Design-Builder's satisfactory completion of all Work in accordance with the Contract Documents (excluding Punchlist items) to point such that UTA may safely start-up, occupy or otherwise fully use the Project for its intended purposes in compliance with applicable Legal Requirements. The terms "Substantially Complete" or "Substantial Completion" also require the completion of any items of Work specifically set forth as conditions precedent to Substantial Completion in the Agreement. Within five (5) Days of UTA's receipt of Design-Builder's notice, UTA and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, UTA shall prepare and issue a Certificate of Substantial Completion that will set forth: (i) the date of Substantial Completion of the Work or portion thereof; (ii) the remaining Punchlist items that have to be completed before Final Completion and final payment; and (iii) provisions (to the extent not already provided in the Contract Documents) establishing UTA's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending Final Completion and final payment.

4.6.2 Promptly after issuing the Certificate of Substantial Completion, UTA shall release to Design-Builder all retained amounts, less an amount equal to two times the reasonable value of all remaining Punchlist items noted in the Certificate of Substantial Completion.

4.6.3 Upon Design-Builder's request or upon UTA's own initiative, UTA may, in its sole discretion, deem a discrete segment of the Project to be Substantially Complete. The provisions of Sections 4.6.1 and 4.6.2 will apply to that discrete segment of the Project. In addition, before UTA may take possession of a discrete segment of the Project, UTA and Design-Builder shall obtain the consent of their sureties, insurers, and any government authorities having jurisdiction over the Project.

4.6.4 Following Substantial Completion, UTA may restrict Design-Builder's access to the Site. UTA shall allow Design-Builder reasonable access to the Site in order for the Design-Builder to achieve Final Completion.

#### **4.7 Final Payment.**

4.7.1 When Design-Builder has achieved Final Completion of the Work, Design-Builder shall submit a Final Application for Payment. As used in the Contract Documents, "Final Completion" refers to the Design-Builder's satisfactory completion of all Work in accordance with the Contract Documents including completion of Punchlist items, demobilization from the Site and the transmittal of all deliverables required by the Contract Documents. The Final Application for Payment shall include (at a minimum) the items set forth below.

4.7.1.1 An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect UTA's interests;

4.7.1.2 A general release executed by Design-Builder waiving, upon receipt of final payment, all claims, except those claims previously made in writing to UTA and remaining unsettled at the time of final payment;

4.7.1.3 All as-built drawings, redlined drawings, operating manuals, warranty assignments and other deliverables required by the Contract Documents; and

4.7.1.4 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

4.7.2 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punchlist if discovered earlier, will be deemed warranty Work. Design-Builder shall correct such deficiencies pursuant to Section 2.6, and UTA may withhold from the final payment the reasonable value of completion of the deficient work until that work is completed.

### **ARTICLE 5**

#### **Indemnification and Loss**

5.1 **Patent and Copyright Infringement.** If the Work includes any design services, provisions 5.1.1 through 5.1.3 apply.

5.1.1 Design-Builder shall defend any action or proceeding brought against UTA based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. UTA shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify UTA from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against UTA or Design-Builder in any such action or proceeding. Design-Builder shall keep UTA informed of all developments in the defense of such actions.

5.1.2 If UTA is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's expense, either: (i) modify the Work so as to avoid infringement of any such patent or copyright; or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

5.1.3 Sections 5.1.1 and 5.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright: (i) relating solely to a particular process or product of a particular manufacturer specified by UTA and not offered or recommended by Design-Builder to UTA; or (ii) arising from modifications to the Work by UTA or its agents after acceptance of the Work.

**5.2 Payment Claim Indemnification.** Provided that UTA is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless UTA from any claims or mechanic's liens brought against UTA or against the Project as a result of the failure of Design-Builder, its Subcontractors, or others for whose acts Design-Builder is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) Days of receiving written notice from UTA that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien. If Design-Builder fails to do so, UTA will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

### **5.3 Design-Builder's General Indemnification.**

5.3.1 Design-Builder, to the fullest extent permitted by law, shall indemnify, hold harmless and defend UTA, its officers, trustees, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction resulting from or arising out of the negligent acts or omissions of Design-Builder, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

5.3.2 If an employee of Design-Builder, a Subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against

UTA, its officers, directors, employees, or agents, Design-Builder's indemnity obligation set forth in Section 5.3.1 above will not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

5.3.3 Notwithstanding anything to the contrary in this Agreement, and except for gross negligence or willful misconduct, neither Party shall be liable to the other for any indirect, special, incidental, consequential, punitive, or exemplary damages, including, without limitation, lost profits, lost revenue, loss of business opportunity, loss of goodwill, or loss of use, arising out of or relating to this Agreement, regardless of the theory of liability (contract, tort, strict liability, or otherwise), even if such Party was advised of the possibility of such damages or losses. This waiver applies to all claims and causes of action, in the aggregate.

5.4 **Risk of Loss.** Design-Builder bears all risk of loss to the Project, including materials and equipment not yet incorporated into the Project, until final payment is made by UTA.

## **ARTICLE 6**

### **Time**

6.1 **Obligation to Achieve the Contract Times.** Design-Builder shall commence performance of the Work and achieve the Contract Time(s) in accordance with the Contract Documents. The Contract Documents specify critical completion milestones with which Design-Builder must comply. All time and schedule requirements included within the Contract Documents are of the essence. By executing the Agreement, Design-Builder confirms that the completion milestones in the Contract Documents are reasonable for the performance of the Work. Unless otherwise excused by the terms of the Contract Documents, Design-Builder's failure to timely perform the Work in accordance with the completion milestones shall result in the assessment of liquidated damages (if, and to the extent, set forth in the Agreement) and (where no liquidated damages are provided under the Agreement or where the maximum liquidated damages available under the Agreement have been incurred) an event of default.

6.2 **Excusable Delays.** The Contract Time(s) for performance shall be equitably adjusted by Change Order to the extent that Design-Builder is actually and demonstrably delayed in the performance of the Work because of: (i) Differing Site Conditions (as provided in Section 3.2); (ii) Hazardous Materials (as provided in Section 3.1); (iii) Force Majeure Events (as defined in Section 1.3); (iv) changes in the Work directed by UTA (as provided in Section 7.2); (v) constructive changes (as provided in Section 7.3); (vi) changes in Legal Requirements (as provided in Section 2.3.3); (vii) a suspension without cause (as provided in Section 9.1); or (viii) UTA's unexcused delay in performing any UTA obligation specified in the Contract Documents in accordance with the completion milestones indicated in the approved schedule.

6.3 **Excusable and Compensable Delays.** In addition to Design-Builder's right to a time extension for those events set forth in Section 6.2 above, Design-Builder will also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price will not be adjusted for delays caused by Force Majeure Events.

## **ARTICLE 7** **Changes**

### **7.1 Change Orders.**

7.1.1 Design-Builder shall not undertake any activity that materially changes the Work, or materially deviates from the requirements of the Contract Documents, except as authorized in this Article 7. Any costs incurred by Design-Builder without authorization as provided in this Article 7 will be considered non-compensable.

7.1.2 A Change Order is a written instrument, signed by UTA and Design-Builder, issued after execution of the Agreement, stating their agreement on a change in: (i) the scope of the Work; (ii) the Contract Price; and/or (iii) the Contract Time(s).

7.1.3 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. UTA and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

7.2 **UTA-Directed Changes.** UTA may direct changes in the Work. Upon receipt of such direction, Design-Builder shall prepare an estimate of the cost and schedule impact of the change (if any). Upon agreement between UTA and Design-Builder on the scope of the change to the Work, and the adjustment, if any, to the Contract Price and/or Contract Times, UTA and Design-Builder shall execute a written Change Order.

### **7.3 Constructive Changes.**

7.3.1 To the extent that Design-Builder: (i) receives a written or verbal direction or proceeding from UTA that Design-Builder believes to constitute a material change to the nature, character or schedule of the Work; and/or (ii) becomes aware of any circumstance or condition that expressly provides Design-Builder a right to a Change Order under the terms of the Contract Documents, then (in either case) Design-Builder shall deliver to UTA's Project Manager written notice (hereinafter a "Potential Change Notice") within ten (10) Days after Design-Builder becomes aware of (or should have reasonably become aware) the facts and circumstances which Design-Builder believes to give rise to a Change Order.

7.3.2 Design-Builder's failure to deliver a Potential Change Notice in a timely manner shall constitute a waiver of all of Design-Builder's rights to a Change Order.

7.3.3 In conjunction with the Potential Change Notice (or as soon as reasonably possible thereafter), Design-Builder shall submit to UTA all supporting information and documentation necessary for UTA to evaluate the contractual basis for the Potential Change Notice and to also evaluate the relief claimed by Design-Builder. Design-Builder shall promptly respond to all UTA inquiries about the Potential Change Notice and the supporting information and documentation.

7.3.4 To the extent UTA concludes that the Potential Change Notice demonstrates Design-Builder's entitlement to a Contract adjustment, and provided that the parties are able to negotiate mutually agreeable adjustments to the Contract Documents, then UTA and Design-Builder shall execute a written Change Order.

#### **7.4 Direction or Authorization to Proceed.**

7.4.1 Prior to final agreement with respect to a Change Order, UTA may issue a Direction or Authorization to Proceed ("DAP"). A DAP is a written order unilaterally prepared and signed by UTA directing the Design-Builder to proceed with specified Work while Change Order negotiations or Claim resolution discussions continue. UTA may issue a DAP at any time, and Design-Builder shall undertake the Work as set forth in the DAP, and in accordance with the Contract Documents.

7.4.2 After issuance of a DAP, UTA and Design-Builder shall continue to negotiate in good faith to resolve outstanding issues expeditiously.

7.5 **Requests for Information.** UTA shall have the right, from time to time, to issue clarifications to the Work of a non-material nature at any time. Design-Builder shall have the corresponding right to seek clarification with respect to ambiguous or conflicting provisions of the Contract Documents. Such clarifications or conflicts shall be confirmed, implemented and documented through a Request for Information ("RFI") process to be developed for the Project. The RFI process may also be used to document minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents.

#### **7.6 Contract Price Adjustments.**

7.6.1 The increase or decrease in Contract Price resulting from a change in the Work will be determined by one or more of the following methods:

7.6.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

7.6.1.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by UTA;

7.6.1.3 Costs, fees and any other markup rates set forth in the Agreement;  
or

7.6.1.4 If an increase or decrease cannot be agreed to as set forth in items 7.6.1.1 through 7.6.1.3 above and UTA issues a DAP, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit rate, as may be set forth in the Agreement.

7.6.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to UTA or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

7.6.3 Negotiations over changes in the Contract Price will be conducted using an open-book cost-estimating process. UTA defines “open-book” to include all elements of Design-Builder’s costs, including labor hours and rates, units and estimated quantities, unit prices, equipment estimates, material costs, and subcontractor costs. Design-Builder shall openly share its detailed cost estimate, material and subcontractor quotations and any other information used to compile its cost estimate.

7.6.4 Should Contractor experience a significant increase in material costs after the bid due date and prior to contract execution due to tariffs, embargos, strikes, or other factors beyond its control, it may submit a request for an economic price adjustment. The request must contain adequate and reasonable supporting documentation. There shall be no adjustment for any changes in material unit prices which would not result in a net change of at least 3 percent of the then-current total material only portion of the contract price. The aggregate of the increases in any contract price under this clause shall not exceed 10 percent of the original contract price for materials only, not labor. UTA reserves the right to combine more than one Economic Price Adjustment into a single change order.

7.7 **Disputes Regarding Change Orders.** If the parties are not able to agree as to whether a Change Order is warranted under the Contract Documents, or cannot agree upon the extent of relief to be granted under a Change Order after good faith negotiations, either party may refer the dispute to the Claim resolution provisions of Article 8. Pending resolution of such Claim, Design-Builder shall proceed with the Work as directed by UTA under a reservation of rights. UTA shall continue to pay any undisputed payments related to such Claim.

7.8 **Emergencies.** In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 7.

## **ARTICLE 8** **Claims and Claim Resolution**

### **8.1 Claims.**

8.1.1 “Claim” means any disputes between UTA and the Design-Builder 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 8. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

8.1.2 Unless otherwise directed by UTA in writing, Design-Builder 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.

## **8.2 Claim Resolution.**

8.2.1 The parties shall attempt in good faith to resolve promptly through negotiation any Claim arising out of or relating to the Contract Documents. If a Claim should arise, UTA's Project Manager and Design-Builder's Project Manager will meet at least once to attempt to resolve the Claim. For such purpose, either may request the other to meet within seven (7) Days of the date the Claim is made, at a mutually agreed upon time and place. If UTA's Project Manager and Design-Builder's Project Manager are not able to resolve the Claim within fourteen (14) Days after their first meeting (or such longer period of time as may be mutually agreed upon), either party may request that UTA's Senior Representative and the Design-Builder's management representative ("Design-Builder's Management Representative") meet at least once to attempt to resolve the Claim.

8.2.2 If the Claim has not been resolved within sixty (60) Days of the date the Claim is made, either party may refer the Claim to non-binding mediation by sending a written mediation request to the other party. In the event that such a request is made, the Parties agree to participate in the mediation process. Non-binding mediation of claims or controversies under the Contract Documents shall be conducted by a professional mediator that is mutually acceptable to and agreed upon by both parties (the "Mediator"). The parties and the Mediator may join in the mediation any other party necessary for a mutually acceptable resolution of the Claim. The mediation procedure shall be determined by the Mediator in consultation with the parties. The fees and expenses of the Mediator shall be borne equally by the parties.

8.2.3 If the Claim is not resolved within thirty (30) days after the commencement of mediation, or if no mediation has been commenced within one hundred and twenty (120) days of the date the Claim is made, either party may commence litigation to resolve the Claim. The exclusive forum for any such litigation is the Third District Court in and for Salt Lake County, Utah.

## **ARTICLE 9** **Suspension and Termination**

### **9.1 UTA's Right to Stop Work.**

9.1.1 UTA may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed one hundred and twenty (120) consecutive Days or aggregate more than two hundred and forty (240) Days during the duration of the Project. In the event a suspension continues longer than the above-referenced periods, Design-Builder shall have the right to terminate the Agreement. Any such termination shall be considered to be a termination for convenience by UTA.

9.1.2 If a suspension is directed by UTA without cause, Design-Builder shall be entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of the Work by UTA.

9.1.3 In addition to its rights under Section 9.3, UTA shall have the right to order a suspension for cause if the Work at any time ceases to comply with the workmanship, safety, quality or other requirements of the Contract Documents or any Legal Requirements. Design-Builder shall not be entitled to seek an adjustment the Contract Price and/or Contract Time(s) with regard to any such suspension.

**9.2 UTA's Right to Terminate for Convenience.** Upon written notice to Design-Builder, UTA may, for its convenience and without cause, elect to terminate this Agreement. In such event, UTA shall pay Design-Builder for the following:

9.2.1 All Work satisfactorily completed or commenced and in process as of the effective date of termination;

9.2.2 The reasonable and demonstrable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors; and

9.2.3 The fair and reasonable sums for overhead and profit on the sum of items 9.2.1.1 and 9.2.1.2 above. UTA shall not be liable for anticipated profits, costs or overhead based upon Work not yet performed as of the date of termination.

**9.3 UTA's Right to Terminate for Cause; Other Remedies for Default.**

9.3.1 Subject to the cure provision of Section 9.3.2 below and other limitations set forth in these General Conditions, Design-Builder shall be in default of its obligations under the Contract Documents if Design-Builder: (i) fails to provide a sufficient number of skilled workers; (ii) fails to supply the materials required by the Contract Documents; (iii) fails to comply with applicable Legal Requirements; (iv) fails to timely pay its Subcontractors without proper cause; (v) makes a materially false or misleading representation or certification in conjunction with the Contract Documents; (vi) fails to prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted; (vii) fails to satisfy any guaranteed interim or completion milestone set forth in the Contract Documents; or (viii) fails to perform any other material obligations under the Contract Documents. In any such event, UTA (in addition to any other rights and remedies provided in the Contract Documents or by law) shall have the rights set forth in Sections 9.3.2 through 9.3.5 below.

9.3.2 Upon the occurrence of an event of default set forth in Section 9.3.1 above, UTA may provide written notice to Design-Builder that it intends to terminate the Agreement (in whole or in part) or pursue other available remedies unless the grounds for default are cured within ten (10) Days of Design-Builder's receipt of such notice. If Design-Builder fails to cure the grounds for default within such period, then UTA may declare the Agreement, or portions of the Agreement, terminated for default by providing written notice to Design-Builder of such declaration; provided, however, that to the extent that an item included is the notice of default and demand for cure is capable of cure, but not within the ten-Day cure period, then the Agreement shall not be terminated so long as Design-Builder commences actions to reasonably cure such breach within the 10-Day cure period and thereafter continuously and diligently proceeds with such curative actions until completion (such additional period not to exceed 45 Days). UTA may terminate the Agreement without opportunity to cure if the breach involves the Design-Builder's material failure to comply with any Legal Requirements pertaining to safety or environmental

compliance.

9.3.3 Upon the continuance of a breach described in Section 9.3.1 for more than ten (10) Days following delivery of written notice to Design-Builder (and regardless of whether the Agreement, or any portion hereof, has been terminated as provided above), UTA shall be entitled to self-perform (through its own forces or through other contractors) the corrective action necessary to cure Design-Builder's event of default and deduct all costs so incurred from any amount then or thereafter due to Design-Builder.

9.3.4 Upon the continuance of a breach described in Section 9.3.1 for more than ten (10) Days following delivery of written notice to Design-Builder (and regardless of whether the Agreement, or any portion hereof, has been terminated as provided above), UTA shall be entitled to seek performance by any guarantor of Design-Builder's obligations hereunder or draw upon any surety or security provided for in the Contract Documents.

9.3.5 Upon declaring the Agreement terminated pursuant to Section 9.3.2 above, UTA may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to UTA for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by UTA in completing the Work, such excess shall be paid by UTA to Design-Builder. If UTA's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall pay the difference to UTA. Such costs and expenses include not only the cost of completing the Work, but also losses, damages, costs and expenses, including attorneys' fees and expenses, incurred by UTA in connection with the re-procurement and defense of claims arising from Design-Builder's default.

9.3.6 All rights and remedies set forth in the Contract Documents are cumulative, and unless otherwise specifically provided in the Contract Documents are not exclusive of any other rights or remedies that may be available, whether provided by law, equity, statute, in any other agreement between the Parties or otherwise. Upon the occurrence of any such default, following the applicable process described in this Article, UTA shall be entitled to pursue any and all other rights and remedies, including without limitation damages, that UTA may have against Design-Builder under the Contract Documents or at law or in equity.

9.3.7 If UTA improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Section 9.2 above

#### **9.4 Bankruptcy of Design-Builder.**

9.4.1 If Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code, such event may impair or frustrate the Design-Builder's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

- 9.4.2 Design-Builder, its trustee or other successor, shall furnish, upon request of UTA, adequate assurance of the ability of the Design-Builder to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) Days after receiving notice of the request; and
- 9.4.3 Design-Builder shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) Days of the institution of the bankruptcy filing and shall diligently prosecute such action. If Design-Builder fails to comply with its foregoing obligations, UTA shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to UTA under this Article 9.
- 9.4.4 The rights and remedies under Section 9.4.1 above shall not be deemed to limit the ability of UTA to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code.

## **ARTICLE 10**

### **Health Insurance**

#### **10.1 Insurance Coverage for Employees.**

10.1.1 If the Contract Price is \$2,000,000 or more, Design-Builder shall, prior to the effective date of the Agreement, demonstrate to UTA that Design-Builder has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Design-Builder's employees and the employee's dependents during the duration of the Contract.

10.2.1 If the Design-Builder enters into any subcontracts under the Contract Documents in an amount of \$1,000,000 or more, then Design-Builder shall also demonstrate to UTA that such subcontractor(s) have and will maintain an offer of qualified health insurance coverage for the subcontractor's employees and the employee's dependents during the duration of the subcontract.

## **ARTICLE 11**

### **Miscellaneous**

11.1 **Confidential Information.** "Confidential Information" means information that is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies in writing as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. To the extent permitted by law (including specifically UCA Title 63G Chapter 2), the receiving party shall maintain the confidentiality of the Confidential Information and shall use the Confidential Information solely in connection with the Project. The parties agree that the Agreement itself (including all incorporated Contract Documents) does not constitute Confidential Information.

11.2 **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, Design-Builder or the proceeds under the Contract Documents without specific written authorization by UTA.

11.3 **Assignment.** Design-Builder acknowledges that the Work to be performed by Design-Builder is considered personal by UTA. Design-Builder shall not assign or transfer its interest in the Contract Documents without prior written approval by UTA.

11.4 **Successors.** Design-Builder and UTA intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and permitted assigns.

11.5 **Governing Law.** The Agreement and all Contract Documents are governed by the laws of the State of Utah, without giving effect to its conflict of law principles. Actions to enforce the terms of this Agreement may only be brought in the Third District Court for Salt Lake County, Utah.

11.6 **Severability.** If any provision or any part of a provision of the Contract Documents is finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

11.7 **No Waiver.** The failure of either Contractor or UTA to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

11.8 **Headings.** The headings used in these General Conditions, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

11.9 **Amendments.** The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

11.10 **Third-Party Beneficiary Status for CRA.**

- a. Prior to any obligation of CRA to reimburse UTA for work contemplated in this Agreement, UTA will ensure that CRA is designated as a Third-Party Beneficiary in the modification to the S-Line Design-Build Agreement between UTA and Design-Builder covering the CRA Work. UTA shall require, and shall include or cause to be included in the written contract modification between UTA and its Design-Builder relating to the CRA Work and any future contract modifications relating to the CRA Work, the following express contractual provisions, provided that Design-Builder's consent shall be required for any such future modification in accordance with the terms of the Agreement:

- i. **CRA as an Intended Third-Party Beneficiary.** A provision that makes CRA an intended third-party beneficiary of the Construction and Design Services Agreement S-Line Extension and Double Tracking (PDB), Phase 1 Pre-Construction Contract (UTA Contract # 24-03849) (the “**Agreement**”) with the right to enforce the terms and conditions of the Agreement directly against Design-Builder with respect to the CRA Work to the same extent as if CRA were a signatory to the Agreement and Design-Builder the similar extent will have the same rights and defenses as UTA in addition to any other rights, which provision shall be substantially equivalent to the following:

“Notwithstanding anything to the contrary in the Agreement, the parties expressly acknowledge and agree that the Salt Lake City Community Reinvestment Agency ("CRA") is an intended third-party beneficiary of this Agreement and of Design-Builder’s services thereunder, and not merely an incidental beneficiary, solely with respect to the work described in the S-Line Extension and Double Tracking CRA Scope of Work dated September 11, 2025, as or further modified in accordance with the change order provisions of the Agreement (the “**CRA Work**”). Design-Builder expressly acknowledges that (i) Design-Builder will perform the CRA Work on or for property owned or controlled by CRA, and (ii) CRA will directly benefit from the CRA Work separately and distinctly from UTA. With respect to the CRA Work, CRA shall have **all rights and remedies afforded to UTA under the Agreement as if CRA were an original party** to the Agreement, including, without limitation, the right to enforce Design-Builder’s obligations with respect to the CRA Work directly against Design-Builder; provided, however, that (a) CRA's rights and remedies shall be limited solely to matters relating to the CRA Work and shall not extend to any other portions of the Agreement or the Project, (b) CRA shall have no obligation to perform any of UTA's obligations under the Agreement, and (c) Design-Builder's total liability to CRA and UTA combined with respect to the CRA Work shall not exceed Design-Builder's liability limits under the Agreement for such work.

- ii. **CRA To Be an Additional Insured.** A provision that requires Design-Builder to include CRA as an additional insured on all applicable insurance policies a required under the Agreement to the extent such policies provide coverage for the CRA Work, and to provide CRA with reasonable evidence of such coverage, including copies of certificates of insurance and relevant endorsements, in a form reasonably to the extent required under the Prime Contract. Design-Builder's obligation to name CRA as an additional insured shall be to the same extent required under the Prime Contract and subject to the availability of such coverage at commercially reasonable rates and the approval of Design-Builder's insurance carriers.