

Landmark Companies Inc 1670 S Hwy 165 Suite 101 Providence UT 84332			PURCHASE ORDER NUMBER OG	243837	
			PO Number Must Appear On All Invoices And Shipments		
Utah Transit Authority <i>An Equal Opportunity Employer</i>		VENDOR NUMBER	1500588	PO DATE	3/6/2024
		ORDER TAKEN BY	WOODWARD, VICKI	FOB	*
SEND INVOICE TO:	SHIP TO:	801-287-3008	BUYER	PAGE NUMBER	
AP@RIDEUTA.COM	ATTENTION: RECEIVING	www.rideuta.com	Woodward, Vicki	1 of 1	
669 W 200 S	3600 S 700 W				
SLC, UT 84101	Salt Lake City UT 84119				

Confirmation: Do not Duplicate
Utah Transit Authority Is Tax Exempt Total PO Value: 446,234.00 Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00013345	3/6/24	EA	40-7407.63000.2001	Project Services & Fees	.0000	446,234.00

State of Utah Contract Number: MA3939 Contract#24-03837VW for Installation of Bus Shelters. This Contract/PO is a Not to Exceed Amount. See the attached LandMark Companies Inc., in Exhibit A below of this PO. See the attached Insurance and Indemnification Requirements in Exhibit B below this PO. Contract End Date estimated July 31, 2024.

Utah Transit Authority

DocuSigned by:

 70E33A415BA44F6...

Mike Bell, AAG State of Utah and
 UTA Legal Counsel UTA Date: 3/6/2024

Landmark Companies Inc.

DocuSigned by:

 2AAE506E08D498...

Cory Swallow
 Project Manager
 Date: 3/6/2024

Unless otherwise expressly agreed in a written document executed by Utah Transit Authority ("UTA"), this Purchase Order is subject to UTA's standard terms and conditions revision date: September 2020, effective as of the date of this Purchase Order. UTA's standard terms and conditions are found at https://rideuta.com/-/media/Files/Home/Terms_Conditions_UTAGeneralStandard7821.ashx. Vendor's acceptance of this Purchase Order is limited to the express terms of UTA's standard terms and conditions, without modification. Vendor's delivery of the Goods or commencement of performance of Services identified in this Purchase Order are effective modes of acceptance. Any proposal for additional or different terms or any attempt by Vendor to vary in any degree any of the terms of the Contract, are hereby objected to and rejected (and this Purchase Order shall be deemed accepted by Vendor without the additional or different terms).

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



Exhibit A

1670 South Hwy 165, Suite 101
Providence, Utah 84332
Phone: (435) 755-7600
FAX: (435) 755-8216

Landmark Companies, Inc.
Contractor • Electrical • Plumbing

Monday, January 29, 2024

UTA
2264 South 900 West
Salt Lake City, UT 84119

Via: email

Attn: Jake Wouden

Subject: 200 South – Bus Stops

Proposal Price: \$446,234.00

Dear Sirs:

Landmark Companies, Inc. ("LMC") is pleased to offer pricing for the following work:
200 South – Bus Stops (13)

Scope of Work:

Bus Shelter - (13 Shelters)
Shelters installed according to UTA plan set.
6- 7x40 Shelters
6 - 7x16 Shelters
1 - 5x8 Shelter

Lighting Hookups - (13 Shelters)

Wiring Hookups for each of the lights in the shelters. Lights to already be hung, final connections in junction box only.

Wire Pull - (13 Shelters)

Wire pulls from junction box to light fixtures.

Benches – (19 Benches)

Benches installed with tap-in concrete anchors., benches provided by UTA.

Handrails - (901ft)

Stainless steel handrails, designed and installed with plate mounts into all bus shelter areas according to plans.

Seven (7) Locations

- 1) 200 S 200 E – NE Corner – 1221ft
- 2) 200 S 300 E – SW Corner – 1001ft
- 3) 200 S 300 E – NE Corner – 1271ft
- 4) 200 S 400 E - SW Corner – 1541ft
- 5) 200 S 500 E – SW Corner – 1301ft
- 6) 200 S 600 E – SW Corner – 1291ft
- 7) 200 S 700 E - NE Corner – 1391ft





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Crane - (12 Shelters)

Crane minimum for each of the shelters roofs to be installed on site.

Forklift - (13 Shelters)

30 ft, 15k lbs booming forklift rental for use in preassembly, roof construction and loading.,

Organizing - (13 Shelters)

Pre-assembly, organization, staging and install prep performed in the staging area at UTA.

Hauling - (13 Shelters)

Hauling 13 sets of shelters from UTA Warehouse to staging area.

Perishables

Bolts, hammer drill bits, anchors.

Notes:

- 1) Permit and other fees by others

Clarifications:

All work shall be performed in a workmanlike manner according to industry standards. Payment terms are net 30 days, Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay Subcontractor's reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed. Prime/Owner represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Subcontractor has been given written notice of all such substances and their locations. To the fullest extent permitted by law, Prime/Owner shall indemnify, defend and hold Subcontractor harmless from any damage, claim, loss, expense and attorney fees related to hazardous materials or other dangerous substances on the work site unless such are created on or brought to the site by Subcontractor. This proposal does not include participation in any OCIP/CCIP or related programs. Requests for Subcontractor to participate in such programs may result in additional costs.





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Exclusions: Everything not included above is excluded, including, without limitation,-

Abatement Of Hazardous Materials Or
Demolition Of Existing Structures
Asbestos, Lead, Or Any Other Hazardous
Material
Abatement Asbestos, Lead, Or Any Other
Hazardous Material Inspection
Building Commissioning Services And
Balancing / Testing
Ceiling And Wall Access Doors
Ceiling Tile Removal And Replacement
Centering Of Sprinkler Heads In Ceiling
Tiles
Construction Fence
Construction Of Soffits, Walls, And
Ceiling
Contaminated Material Removal
Demolition Drawings
Duct Detectors
Electrical And Electrical Work Engineered
Seismic Calculations Engineering
Environmental Monitoring Fees
Fire Detection And Alarm Systems
Fire Extinguishers Or Cabinets
Fire Protection Including But Not Limited
To Fire Sprinkler Systems
Fixture Ceiling Wires
Flyers Or Notifications
Of Any Kind Handling
Disposal Of Hazardous Or Contaminated
Materials (If Discovered) Hazardous
Materials Abatement Hazardous Waste
Handling Hazardous Waste Inspection
Hazardous Waste

Related Material (Asbestos, Lead, Etc.)
Consultation And Disposal
Heat, Power, And Lights
HVAC Control Wire And Conduit
Job Trailer
LEED Certifications And Green Building
Compliance, Liquidated Damages Material
Price Escalations Mechanical
Permits
Plumbing
Portable Sanitary Devices
Quality Assurance And Quality Control Costs
Repair Of Existing Electrical Circuits That
May Be Faulty
Replacement Of Cold And Hot Water Lines,
Hot Recirculation And Branch Lines To
Fixtures And Equipment, And Isolation
Valves Within Walls And In Non-Accessible
Areas
RRP Certification
Sign Islands Of Any Kind, Temporary Signage,
Project Signs Signage
Special Moisture Protective Measures
Standby Time (Will Be Charged At
\$250.00/Hr)
Temporary Power And Lighting Testing Of
Work Installed By Others
Unforeseen Site Conditions, And Acts Of God
Waxing, Vacuuming Or Subfloor Protection
Work In Hazardous Or Dangerous Site
Conditions

This proposal shall remain valid for 30 days from the date written above. LMC shall not be responsible for acts or omissions of the client, the client's representatives or consultants, their agents or employees, or any other persons performing work on this project.

We appreciate your consideration of LMC for this project. We look forward to working with you on this and future projects.

Sincerely,



Exhibit B

INSURANCE REQUIREMENTS

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

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those Stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

1. **Commercial General Liability – Occurrence Form**

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

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

2. **Automobile Liability**

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

Combined Single Limit (CSL)	\$2,000,000
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- a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under UCA, AND when such contractor or subcontractor executes the appropriate waiver form.

4. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

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

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

- B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include the following provisions:
1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Contractor. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the contractor's assessment of the exposure for this contract; for their own protection and the protection of UTA.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Contractor and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Contractor's insurance shall be primary with respect to any insurance carried by UTA. Contractor will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.
- C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).
- D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE:** Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

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

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

- G. APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the Office of General Counsel, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.