

Professional Services Contract
UTA CONTRACT NO. 21-03410VW
Front Runner Forward Program Management Services Consultant

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

RECITALS

WHEREAS, UTA desires to hire professional services for FrontRunner Forward Program Management Services Consultant.

WHEREAS, On February 8, 2021, UTA issued Request for Qualification Package Number 21-03410VW (“RFQu”) encouraging interested parties to submit SOQs to perform the services described in the RFQu.

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

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

AGREEMENT

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

1. SERVICES TO BE PROVIDED

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

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

2. MANAGEMENT OF WORK

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

3. PROGRESS OF WORK

- a. Consultant shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.
- b. Consultant shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.
- c. Consultant shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.
- d. Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA and shall not relieve Consultant of its responsibility to comply with the Contract requirements.
- e. UTA will have the right to inspect, monitor and review any Work performed by Consultant hereunder as deemed necessary by UTA to verify that such Work conforms to the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA and shall not relieve Consultant of its responsibility to comply with the Contract requirements.
- f. UTA shall have the right to reject Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, Consultant shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to conform to the Contract requirements.
- g. If Consultant fails to promptly remedy rejected Work as provided in Section 3.f, UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other consultants or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Consultant.

- 4. **PERIOD OF PERFORMANCE** This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for an initial Three (3) year period expiring **May 31,**

2024. However work may only be commenced for any particular year once a Notice to Proceed is issued after mutual agreement on scope of work, type of hours required, and overall pricing. If mutual agreement is not reached, no NTP shall be issued. UTA may, at its sole election and in its sole discretion, extend the initial term for up to two (2) additional one-year option periods, for a total Contract period not to exceed five (5) years. Extension options may be exercised by UTA upon providing Consultant with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). This Contract may be further extended if the Consultant and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

5. COMPENSATION

- a. For the performance of the Work, UTA shall pay Consultant in accordance with the payment's provisions described in Exhibit B. This is a fixed price labor hour contract where labor rates are fixed for the life of the contract subject to agreed upon escalation. Labor rates are loaded to include overhead, G&A and profit and are included in the Exhibit B table of rates.
- b. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a cost-reimbursement basis, such costs shall only be reimbursable to the extent allowed under 2 CFR Part 200 Subpart E. Compliance with federal cost principles shall apply regardless of funding source for this Contract.
- c. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a time and materials or labor hour basis, then Consultant must refer to the not-to-exceed amount, maximum Contract amount, Contract budget amount or similar designation (any of these generically referred to as the "Not to Exceed Amount") specified in Exhibit B (as applicable). Unless and until UTA has notified Consultant by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Consultant shall not be obligated to perform services or incur costs which would cause its total compensation under this Contract to exceed the Not to Exceed Amount; and (ii) UTA shall not be obligated to make payments which would cause the total compensation paid to Consultant to exceed the Not to Exceed Amount.
- d. UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Contract; (ii) invoiced items that are not payable under this Contract; or (iii) amounts Consultant owes to UTA under this Contract.
- e. To the extent that Exhibit B of this Contract calls for any portion of the consideration to be paid on a labor hour basis, compensation for Work shall be based on the labor rate category contained in Exhibit B. The labor rate category contained in Exhibit B are inclusive of direct labor costs, indirect costs, other direct costs, and fee. A markup of 2% will be applied to subconsultant invoices.
- f. The labor category rates contained in Exhibit B shall be multiplied by the number of hours worked in order to arrive at the amount payable on a monthly basis by UTA for each individual employee or subconsultant.
- g. The labor category rates shall be increased by 3% on July 1 of each year to account for COLA and merit increases. All other increases, including those stemming from promotion of key personnel, shall be subject to concurrence by the UTA Program Manager based upon significant justification.

6. INCORPORATED DOCUMENTS

- a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:
 1. The terms and conditions of this Goods and Services Supply Agreement (including any exhibits and attachments hereto).
 2. Consultant's SOQ including, without limitation, all federal certifications (as applicable).
 3. UTA's RFQ including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services;
- b. The above-referenced documents are made as fully a part of the Contract as if hereto.

7. ORDER OF PRECEDENCE

The Order of Precedence for this contract is as follows:

- UTA Contract including all attachments
- UTA Terms and Conditions
- UTA Solicitation Terms
- Consultant's SOQ including proposed terms or conditions

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

8. CHANGES

- a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:
 - A. In the Scope of Services;
 - B. In the method or manner of performance of the Work; or
 - C. In the schedule or completion dates applicable to the Work.

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

- b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.

- c. Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of “constructive” changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for “constructive” changes in Work, Consultant must give UTA’s Project Manager or designee written notice stating:

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

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

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

9. INVOICING PROCEDURES

Consultant shall submit invoices to UTA’s Project Manager for processing and payment in accordance with Exhibit B. Invoices shall be provided in the form specified by UTA. Reasonable supporting documentation requested payment must be submitted with each invoice. Consultant shall submit invoices to UTA on a monthly basis in conjunction with the monthly progress report as outlined in Article 3.c of this agreement.

- a. If UTA objects to any invoice by Consultant, UTA shall so advise Consultant in writing giving reasons therefore within seven (7) days of receipt of such invoice. If any invoice submitted by Consultant is disputed by UTA, only that portion so disputed may be withheld from payment. Payment for all invoice amounts not specifically disapproved by UTA shall be provided to Consultant within thirty (30) calendar days of invoice submittal.

10. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Consultant and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Goods and Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Consultant, Consultant hereby grants UTA a fully paid, perpetual license to

use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's consultants, agent, officers, directors, employees, joint owners, affiliates and consultants.

UTA acknowledges that Consultant's deliverables are prepared solely for the purposes under this Contract. Any reuse or modification of the deliverables without consent of Consultant will be at the sole risk of UTA and without liability to Consultant.

11. USE OF SUBCONSULTANTS

- a. Consultant shall give advance written notification to UTA of any proposed subcontract (not indicated in Consultant's SOQ) negotiated with respect to the Work. UTA shall have the right to approve all subconsultants, such approval not to be withheld unreasonably.
- b. No subsequent change, removal or substitution shall be made with respect to any such subconsultant without the prior written approval of UTA.
- c. Consultant shall be solely responsible for making payments to subconsultants, and such payments shall be made within thirty (30) days after Consultant receives corresponding payments from UTA.
- d. Consultant shall be responsible for and direct all Work performed by subconsultants.
- e. Consultant agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Consultant further agrees that all subcontracts shall comply with all applicable laws.

12. KEY PERSONNEL

Consultant shall provide the key personnel as indicated in Consultant Proposal (or other applicable provisions of this Contract) and shall not remove or change assignments of the Key Personnel without the prior written consent of UTA. Consultant acknowledges that having the Key Personnel participate under this Agreement was a major contributing factor in UTA awarding this Agreement to the Consultant. Accordingly, any change in Key Personnel or the level of effort of Key Personnel without the prior written consent of UTA may be considered a material breach of this Agreement and grounds for UTA to impose sanctions, including termination of this Agreement.

Notwithstanding, if key personnel are no longer available to support this agreement due to an unforeseen force majeure event or other event beyond the control and without the fault of the Consultant (e.g., key personnel is no longer employed by Consultant), then Consultant is not liable for the penalties described under this Section 12.

For the avoidance of doubt, the follow individuals are considered to be "Key Personnel" under this agreement:

- Elizabeth Scanlon (Kimley-Horn)
- Amalia Andrews (Kimley-Horn)
- Brent Crowther (Kimley-Horn)
- Kevin Cox (Horrocks)
- Meredith Fischer (Horrocks)
- Matt Carter (WSP)

In addition to the foregoing, in the absence of consent by the UTA Program Manager or the occurrence of an unforeseen force majeure event, liquidated damages in the amount of \$100,000 shall be paid by Consultant for the early departure of Elizabeth Scanlon, from her role as the Kimley-Horn Program Manager in the first year of the contract. These damages shall be applied as an offset to the amounts owed to Consultant by UTA.

13. SUSPENSION OF WORK

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

14. TERMINATION

- a. **FOR CONVENIENCE:** UTA shall have the right to terminate the Contract at any time by providing written notice to Consultant. If the Contract is terminated for convenience, UTA shall pay Consultant: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subconsultant termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Consultant shall promptly submit a termination claim to UTA. If Consultant has any property in its possession belonging to UTA, Consultant will account for the same, and dispose of it in the manner UTA directs.
- b. **FOR DEFAULT:** If Consultant (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subconsultants or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Consultant seven (7) days written notice to cure such default:
 1. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other consultants or UTA's own forces, in which event Consultant shall be liable for all incremental costs so incurred by UTA;

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

15. **INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS**

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

16. **FINDINGS CONFIDENTIAL**

Any documents, reports, information, or other data and materials available to or prepared or assembled by Consultant or subconsultants under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Consultant without consent in writing from UTA.

- a. It is hereby agreed that the following information is not considered to be confidential:
 - A. Information already in the public domain;
 - B. Information disclosed to Consultant by a third party who is not under a confidentiality obligation;

- C. Information developed by or in the custody of Consultant before entering into this Contract;
- D. Information developed by Consultant through its work with other clients; and
- E. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

17. PUBLIC INFORMATION.

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

18. GENERAL INDEMNIFICATION

Consultant shall indemnify, hold harmless UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnities") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") related to bodily injury, including death, or loss or damage to tangible or intangible property to the extent caused by the negligent acts, errors or omissions of Consultant or any of its owners, officers, directors, agents, employees or subconsultants. This indemnity includes any claim or amount arising out of the failure of such Consultant to conform to federal, state, and local laws and regulations. If an employee of Consultant, a subconsultant when acting within the scope of their contract, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnities, Consultant's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts. The indemnity obligations of Consultant shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnities. Neither party to this Contract shall be liable to the other party or any third party claiming through the other respective party, for any special, incidental, indirect, punitive, liquidated, delay or consequential damages of any kind including but not limited to lost profits or use of property, facilities or resources, that may result from this Agreement, or out of any goods or services furnished hereunder.

19. INSURANCE REQUIREMENTS

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

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

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

1. Commercial General Liability – Occurrence Form

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

- General Aggregate \$4,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$2,000,000

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

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

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

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

4. Professional Liability (Errors and Omissions Liability)

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

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

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

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

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

All certificates and any required endorsements are to be sent to insurancecerts@rideuta.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 insurancecerts@rideuta.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. **SUBCONSULTANTS:** Consultants' certificate(s) shall include all subconsultants as additional insureds under its policies or subconsultants shall maintain separate insurance as determined by the Consultant, however, subconsultant's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Sub-consultants maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-consultants. Utah Transit Authority must be scheduled as an additional insured on any sub-consultant policies.

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

20. OTHER INDEMNITIES

- a. Consultant shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnities against and from any and all Claims of any kind or nature whatsoever on account of infringement relating to Consultant's performance under this Contract. If notified promptly in writing and given authority, information and assistance, Consultant shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Consultant shall pay all damages and costs awarded therein against UTA due to such breach. In case any portion of the Work is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under this Contract, Consultant shall, at its expense and through mutual agreement between the UTA and Consultant, either procure for UTA any necessary intellectual property rights, or modify Consultant's services or deliverables such that the claimed infringement is eliminated.
- b. Consultant shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnities against and from any and all liens or Claims made or filed against UTA or upon the Work or the property on which the Work is located on account of any labor performed or labor, services, and equipment furnished by subconsultants of any tier; and (ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Consultant or its subconsultants of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, Consultant, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Consultant fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subconsultant, Consultant shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Consultant fails to do so, Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

21. INDEPENDENT CONSULTANT

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

22. PROHIBITED INTEREST

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

23. CLAIMS/DISPUTE RESOLUTION

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

Level of Authority	Time Limit
UTA's Project Director/Manager Manjeet Ranu/Consultant's Program Manager	Five calendar days
UTA's Chief Service Development Officer Mary DeLoretto/Consultant's [SECOND LEVEL]	Five calendar days
UTA's Executive Director Carolyn Gonot /Consultant's [THIRD LEVEL]	Five calendar days

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

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

24. GOVERNING LAW

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

25. ASSIGNMENT OF CONTRACT

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

26. NONWAIVER

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

27. NOTICES OR DEMANDS

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

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

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

If to Consultant:
Kimley-Horn and Associates, Inc.
Elizabeth A. Scanlon, Program Manager
111 East Broadway, Suite 600
Salt Lake City, UT 84111

- b. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice. Either party may change the address at which such party desires to receive written notice by providing written notice of such change to any other party.
- c. Notwithstanding Section 23.1, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract.

28. CONTRACT ADMINISTRATOR

UTA's Contract Administrator for this Contract is Vicki Woodward, or designee. All questions and correspondence relating to the contractual aspects of this Contract should be directed to said Contract Administrator, or designee.

29. COSTS AND ATTORNEYS FEES

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

30. ANTIDISCRIMINATION

- a. Employment Practices. Offeror hereby declares that it is and will remain fully compliant with the provisions of the Utah Anti-discrimination Act (UTAH CODE §§ 34A-5-101 TO 34A-5-108) and the equivalent anti-discrimination laws of its State of incorporation and/or headquarters location. Under the Act, an employer may not refuse to hire, promote, discharge, demote, or terminate a person, or to retaliate against, harass, or discriminate in matters of compensation or in terms, privileges, and conditions of employment against a person otherwise qualified, because of: race, color, sex, pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; or gender identity.
- b. Goods and Services Provided to UTA. In addition to avoiding discriminatory employment practices as described above, Offeror also declares that all goods and services it provides to UTA are useable and accessible by individuals with disabilities as described in Title II of the American with Disabilities Act and also Section III (H) of UTA Policy 6.1.1 which states that programs, services, and facilities procured by UTA will be accessible to and useable by individuals with disabilities. Offeror further certifies that any digital software, tool, program or web application must meet the most recent version of the Web Content Accessibility Guidelines (WCAG) found at <https://www.w3.org/TR/WCAG21>. To the extent Offeror is providing transportation services, vehicles or facilities it also declares that it is in compliance with Department of Transportation (DOT) ADA standards found at 49 CFR Parts 27, 37, 38, and 39.

31. NO THIRD-PARTY BENEFICIARY

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

32. FORCE MAJEURE

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

33. SEVERABILITY

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

34. ENTIRE AGREEMENT

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

35. AMENDMENTS

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

36. COUNTERPARTS

This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of the Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

37. SURVIVAL

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

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

UTAH TRANSIT AUTHORITY:

By _____
Manjeet Ranu
Director of Capital Projects
Date:

By _____
Mary DeLoretto
Chief Service Development Office
Date:

By _____
Carolyn Gonot,
Executive Director
Date:

Approved as to Content and Form

DocuSigned by:

70E33A415BA44F6... Date 5/6/2021
Mike Bell, AAG State of Utah
And UTA Legal Counsel

Reviewed & Recommended

_____ Date _____
Janelle Robertson
UTA Project Manager

UTA Project Code 21-03410VW

Kimley-Horn and Associates, Inc

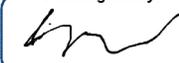
DocuSigned by:

By _____
37CFB54FDFD8478...
Leyla Hedayat
Senior Vice President
Date: 5/5/2021
Fed ID# 56-0885615

Exhibit A – Scope of Work

UTAH TRANSIT AUTHORITY FRONTRUNNER FORWARD PROGRAM MANAGEMENT SERVICES

SUMMARY

The Utah Transit Authority (UTA) requires the assistance of a multidisciplinary team to provide Program Management services to assist with successful delivery of a series of investment packages to improve FrontRunner commuter rail service over time. The FrontRunner Forward (FRF) Program Management Services Consultant (PMSC) will provide program leadership to assist UTA with the development, implementation, and general oversight of the FRF Program including the development of a Strategic Business Plan to provide the long-term vision and guide the investments over time, an Implementation Plan to articulate how and when the operational and capital improvements will be executed, funding strategy, procurement support for the environmental, design, and construction phases of the program, as well as overall project controls management for the entire program, stakeholder engagement, and construction oversight.

SCOPE OF WORK INTRODUCTION

The Kimley-Horn team's organization structure consists of the program manager, deputy program manager and key roles including program integration lead, project control specialist, stakeholder & public engagement lead, planning lead, and engineering lead. The Consultant program manager will work closely with and under the direction of the UTA's Project Director and other departments to identify issues, opportunities for improvement, and to identify and allocate resources needed on assignments in order to assist with the successful delivery of the FrontRunner Forward Program. Consultant staff will be integrated with their respective UTA counterparts to provide the Scope of Services to UTA.

The following Scope of Services mirrors the Scope of Services provided by UTA and identifies deliverables and the Kimley-Horn team's key resources for each task. The key resources for each task will function as the primary drivers of the task and will draw upon the team's pool of local or national resources as needed to deliver the FrontRunner Forward Program.

TASK 1: PROJECT MANAGEMENT

Task 1.1	Project Management Meetings
1.1.1	Project Kick-off Meeting
1.1.2	Weekly Meetings – meetings weekly with the UTA Project Director, FrontRunner Forward Planner, and other UTA Management for program management support <i>Deliverables: Meeting Agenda and Meeting Summary</i>
1.1.3	Executive Monthly Meetings – Monthly meetings with UTA executive leadership team to discuss the Program schedule, work plan, strategic direction and external coordination <i>Deliverables: Meeting Agenda and Meeting Summary</i>

Utah Transit Authority
FrontRunner Forward Program Management Services
Exhibit B – Scope of Work

Task 1.2	Contract Management
1.2.1	Initiate project management and communications platform (Microsoft Teams)
1.2.2	Cost accounting, task management, progress reporting, document controls, etc
1.2.3	Management of subconsultants
Task 1.3	Contract Quality
1.3.1	<p>Quality Control –</p> <ul style="list-style-type: none"> • Develop and implement quality control plan and procedures for deliverables and activities conducted by FRF PMSC team. • Conduct quality control checks and reviews. <p><i>Deliverables: FRF PMSC Quality Control Plan</i></p>

TASK 2: PROJECT CONTROLS

Task 2.1	Controls Management
2.1.1	<p>Program Management Plan –</p> <ul style="list-style-type: none"> • Develop FRF Project Management Plan (PMP). Coordinate and integrate with existing UTA plans and procedures. Meet FTA plan requirements. • Develop Project Controls Plan • Coordinate with UTA departments and HNTB controls staff for integration with enterprise system and processes. • Review and update project controls related requirements in procurement documents. <p><i>Deliverables: Project Management Plan, Project Controls Plan (appendix to PMP)</i></p>
2.1.2	<p>Project Controls Management –</p> <ul style="list-style-type: none"> • Conduct project controls related management and activities. • Prepare data and records for UTA management and FTA including grants management in accordance with SCC structure and other federal requirements. • Participate in contractor invoice and submittal reviews. • Coordinate with project level oversight staff. • Integrate with UTA enterprise and program management systems.
2.1.3	<p>Reporting – Develop templates for regular progress reports to UTA, FTA, and other agencies as directed by UTA. Update and compile reports as required.</p> <p><i>Deliverables: Regular Program Reports</i></p>
2.1.4	<p>Document Control –</p> <ul style="list-style-type: none"> • Develop a document control plan for FRF program in concert with existing UTA processes and management systems. • Manage and track distributions of communications and responses when required. Perform day-to-day document control activities. <p><i>Deliverables: Document Control Plan (appendix to PMP)</i></p>
2.1.5	<p>Change Management –</p> <ul style="list-style-type: none"> • Coordinate with UTA to document and reference change procedures in the FRF Program PMP. Identify and develop templates or procedures as necessary for FRF program.

Utah Transit Authority
FrontRunner Forward Program Management Services
Exhibit B – Scope of Work

	<ul style="list-style-type: none"> • Manage process of identify potential changes, conducting analysis and verification of changes. • Prepare data and documents for UTA review and approval of changes.
Task 2.2	Program Schedule
2.2.1	<p>Program Schedule Management –</p> <ul style="list-style-type: none"> • Develop and maintain FRF program schedule. Conduct programmatic schedule analyses on conflicts, critical path, resources, etc according to FTA requirements • Integrate project and/or contract schedules into program schedule. • Participate in management and coordination meetings. • Review and update scheduling requirements in procurement documents. <p><i>Deliverables: Program Schedule</i></p>
2.2.2	<p>Project Schedules and Reviews –</p> <ul style="list-style-type: none"> • Develop concept level project schedules. • Review contractor project schedules. Conduct project level schedule analyses on conflicts, critical path, resources, etc. • Identify issues and risks and participate in resolution efforts.
Task 2.3	Cost Estimating
2.3.1	<p>Program Cost Estimate –</p> <ul style="list-style-type: none"> • Develop and maintain program level cost estimate including contingencies and management reserves. Index to years of construction. Match federal SCC coding structure. • Review and update pricing requirements in procurement documents. <p><i>Deliverables: Program Cost Estimate</i></p>
2.3.2	<p>Project and Independent Cost Estimates –</p> <ul style="list-style-type: none"> • Develop project cost estimates sufficient for project definition and options analysis, indexing to year of construction. • Develop independent opinion of costs and/or cost estimates (ICE) for contractor bid, price negotiations and change analysis. This will include coordination with the HNTB project controls team. <p><i>Deliverables: Project Cost Estimates, Independent Cost Estimates</i></p>
Task 2.4	Program Budget Management
	<p>Assist UTA with management of program budgets</p> <ul style="list-style-type: none"> • expenditure tracking • contractor invoicing • contingency management • FTA grant management such as verification of reimbursements or draw downs
Task 2.5	Risk Management
2.5.1	<p>Risk Management –</p> <ul style="list-style-type: none"> • Conduct initial program level risk identification workshop including assessment of opportunities, probabilities, impacts and mitigations. Conduct statistical risk assessment. Coordinate results with UTA and FRF management team for development of program management financial and schedule reserves.

Utah Transit Authority
FrontRunner Forward Program Management Services
Exhibit B – Scope of Work

	<ul style="list-style-type: none"> Conduct project level risk identification, assessment and mitigation planning. Integrate project risk assessments into program assessment documents. Conduct statistical risk assessment and coordinate results with UTA and FRF management team for development of project financial contingency and schedule float. Develop and maintain a risk register. <p><i>Deliverables: Risk Assessment and Mitigation Plan</i></p>
Task 2.6	Program Quality Management
2.6.1	<p>Quality Management Plan –</p> <ul style="list-style-type: none"> Develop and maintain quality management plan for the FRF program. Coordinate development with UTA and HNTB quality requirements, documents, and personnel. Meet FTA plan requirements. Review and update quality related requirements in procurement documents. Conduct program quality assurance/quality oversight activities. Develop data and narratives for reporting. <p><i>Deliverables: Quality Management Plan</i></p>

TASK 3: STAKEHOLDER AND PUBLIC ENGAGEMENT

Task 3.1	Engagement Plan
3.1.1	<p>Develop a Public & Stakeholder Engagement Plan for the FrontRunner program to articulate the strategies, milestones, messaging, and tools to coordinate with stakeholders, communities, elected officials and general public. This will be prepared in close coordination with UTA’s Planning and Engagement office and the HNTB Program Management Team</p> <p><i>Deliverables: Engagement Plan</i></p>
Task 3.2	Implement the Stakeholder and Engagement Plan
3.2.1	<p>Based upon the Engagement Plan, implement the stakeholder and public engagement process to support the development of the FrontRunner program. Working in close collaboration with the UTA Planning and Engagement office, this includes:</p> <ul style="list-style-type: none"> Conduct outreach meetings or workshops, either in-person (COVID depending) or online Conduct public opinion survey on service improvements. Conduct stakeholder coordination meetings aligned with key program milestones
Task 3.3	Project Partnering
3.3.1	<p>To facilitate collaboration and transparency, facilitate partnering meetings with key stakeholders to establish a framework for communication lines, delineate roles and responsibilities, enhance trust among stakeholders, and assist all partners to understand foreseeable project challenges and conflicts, and outline conflict resolution processes.</p>
Task 3.4	Engagement Tools
3.4.1	<p>Develop tools required to support the FrontRunner Engagement Program including maps, collateral, media advisories, presentations.</p> <p><i>Deliverables: collateral materials</i></p>
Task 3.5	Website and Social Media

Utah Transit Authority
FrontRunner Forward Program Management Services
Exhibit B – Scope of Work

3.5.1	Working with UTA’s Planning and Engagement office, develop content and updates for the project website as well as support social media alerts/information
-------	---

TASK 4: STRATEGIC PLANNING

Task 4.1	Operations Planning Coordination
4.1.1	Attend bi-weekly Technical Working Group Meetings with DB E&C and UTA
4.1.2	Participate in “deep dive” workshop with DB E&C to be fully briefed on the operations planning work completed to date.
Task 4.2	Early Screening Analysis
4.2.1	Conduct initial assessment of DB E&C’s Early Investment Strategies work and provide feedback to UTA.
4.2.2	Coordinate with DB E&C regarding the development of the Strategic Business Plan work plan.
4.2.3	Develop an initial screening tool to assess the Early Investments scenarios <i>Deliverables: Initial Screening Tool</i>
4.2.4	Conduct initial qualitative assessment of the Early Investments related to the screening tool to provide UTA with initial assessment and recommendation for advancement of projects <i>Deliverables: Recommendation for Early Work Program projects to advance into project development</i>
4.2.5	Collaborate with DB E&C and UTA to prepare an overview document of Early Investment Operations Planning (2-3 pages in length) articulating work to date, initial conclusions and how work relates to the Strategic Business Plan and long-range Service Vision
Task 4.3	Commuter Rail Best Practices
4.3.1	Prepare a commuter rail lessons learned and best practices white paper that reviews 3 to 5 US peer systems and 2 to 3 International systems, providing examples of what FrontRunner aspires to become. Review will: <ul style="list-style-type: none"> • Highlight best practices and successes • Highlight lessons learned and challenges • Summarize baseline characteristics such as system length, frequency, number of stations, daily/annual ridership, and operating characteristics (average speeds) • Highlight innovative or unique elements of these systems that could be applied to FrontRunner <i>Deliverables: Commuter rail best practice case study</i>

Utah Transit Authority
FrontRunner Forward Program Management Services
Exhibit B – Scope of Work

Task 4.4	Strategic Business Plan
4.4.1	Organize, facilitate and execute an integrated Strategic Business Planning process to complete the FrontRunner Service Vision, Business Case, and community planning interfaces suitable to carry into implementation planning. The FrontRunner Business Plan will set forth long-term strategic goals and then develop a set of investments over time to realize the long-term vision.
4.4.2	<p>Prepare the Strategic Service Vision:</p> <ul style="list-style-type: none"> • Iteratively workshop with DB Engineering & Consultant, and UTA service delivery goals & objectives • Establish and iterate on potential operating scenarios relationship to benefits/trade-off's such as cost, passenger experience, travel market, and service parameters (such as time, frequency, capacity) • Determine Service Vision horizon year • Establish growth scenarios • Prepare travel demand modeling analysis in support of service planning • Provide Service Vision recommendation for UTA policy decision-making <p><i>Deliverables: FrontRunner Future Service Vision</i></p>
4.4.3	<p>Prepare the FrontRunner Business Case:</p> <ul style="list-style-type: none"> • Aggregate information and analysis to creates a compelling narrative toward the implementation of the service vision over time • Develop analytics to the benefits or trade-off's for economics, financial and deliverability considerations for the Service Vision, over time • Iteratively workshop with operations planning to team • Develop analytical tools including financial/economic benefit model • Analyze data and analytical tools related to Service Vision goals/objectives and examine broader policy considerations • Evaluate both the capital and operating cost impacts related to investment in FrontRunner <p><i>Deliverables: FrontRunner Business Case</i></p>
4.4.4	<p>Prepare conceptual planning for community interfaces by examining changes in FrontRunner service over time to infrastructure and passenger experience.</p> <p><i>Deliverables: Community Interface Planning Tools</i></p> <ul style="list-style-type: none"> • <i>City Profiles around FrontRunner</i> • <i>Conceptual plans/recommendations for grade-crossing investments, signals/systems, FrontRunner support facilities, structures, trackway</i> • <i>Conceptual station plans for safety improvements or other related changes to support Service Vision</i> • <i>Rolling Stock conceptual plan</i>
Task 4.5	Funding Strategies and Plan
4.5.1	<p>Facilitate a workshop with UTA to brainstorm potential funding scenarios focused on Early Investments. The funding scenarios that will be explored are constrained to currently available funding and leveraging federal funding.</p> <p>The workshop will brainstorm:</p> <ul style="list-style-type: none"> • Beneficial ways to use and leverage the State allocated funding related to the Early Investments. • Best approach to leverage FTA grant programs • Best approach to leverage both state, local and federal funding

Utah Transit Authority
FrontRunner Forward Program Management Services
Exhibit B – Scope of Work

	<ul style="list-style-type: none"> The full funding strategies and scenario modeling will be completed in later program phases and linked to the Strategic Business and Implementation Plans. <p><i>Deliverables: Prepare a Funding workshop summary</i></p>
4.5.2	Prepare documentation for grant applications in coordination with UTA such as FTA Core Capacity Grant or other options that may arise.
4.5.3	<p>Develop a FrontRunner Financial Plan outlining potential funding sources, analysis of financial scenarios related to improvement in the system, and examination the long-term impacts of the system.</p> <ul style="list-style-type: none"> Evaluate the capital and operating so that the investments in growth do not negatively impact the overall operating capacity of the agency Develop a federal funding strategy Develop a comprehensive funding strategy to align local/state funding and federal funding opportunities Conduct financial modeling scenarios <p><i>Deliverables: FrontRunner Financial Plan</i></p>
Task 4.6	Implementation Plan
4.6.1	<p>Capital Implementation Plan –</p> <ul style="list-style-type: none"> Prepare Implementation Plan for FRF improvements that considers investments over time including funding, schedules, and relationships between UTA projects and other key stakeholder projects. <p><i>Deliverables: FrontRunner Implementation Plan</i></p>
4.6.2	<p>Organizational Plan -</p> <ul style="list-style-type: none"> Prepare organizational assessment for potential changes or adjustments required for the service delivery of FrontRunner over time to support the Business Plan <p><i>Deliverables: FrontRunner Organizational Plan</i></p>
Task 4.7	NEPA/Environmental Support
4.7.1	<p>Procurement Services –</p> <ul style="list-style-type: none"> Assist UTA in procurement of services including development of Scope of Work, proposal evaluation criteria, cost estimates, and negotiation support. <p><i>Deliverables: Procurement documents</i></p>
4.7.2	<p>Environmental Document Review –</p> <ul style="list-style-type: none"> Review environmental documents prepared by UTA and other consultants.
4.7.3	<p>Environmental Support –</p> <ul style="list-style-type: none"> As directed, provide environmental analysis support to UTA including the following: <ul style="list-style-type: none"> Strategic advice Environmental Analysis to meet requirements of NEPA Preparation of environmental documents and reports Perform Section 106 and Section 4(f) surveys and studies, as directed Perform monitoring, modeling and reports, as directed Prepare NEPA Mitigation Tracking Logs

Utah Transit Authority
FrontRunner Forward Program Management Services
Exhibit B – Scope of Work

	<i>Deliverables: Environmental report and surveys, NEPA mitigation tracking logs</i>
Task 4.8	Conceptual Engineering
4.8.1	<p>Preliminary design –</p> <ul style="list-style-type: none"> • Conduct concept engineering and preliminary design of improvement projects including new track, track modifications, stations and platforms, signals and systems, community interface multimodal connections. <p>Generally, concept design will be taken to about 10-15% or level suitable to support cost estimating, delivery method strategy and bid documents, and schedule development</p>
4.8.2	Provide project GIS and graphics support to communicate, analyze and assess project elements for planning and engineering

TASK 5: PROJECT IMPLEMENTATION AND DELIVERY

Task 5.1	Design Oversight
5.1.1	<p>Design Oversight Activities –</p> <ul style="list-style-type: none"> • Coordinate and conduct UTA and FRF PMSC review of project design submittals. • Participate in resolution of design or technical issues with UTA, designers, contractors, stakeholders, or others. • Provide oversight regarding contract compliance by designer of record. • Facilitate coordination of design interphases. • Participate in quantity reconciliations for cost estimating and contractor bidding as required. • Review and update design requirements in procurement documents.
5.1.2	<p>Standards & Specifications Management –</p> <ul style="list-style-type: none"> • Provide expert assessment and review of existing standards and specifications against industry standards. Identify and document exceptions and recommendations. Review design exception requests and make recommendations. • Participate in UTA committees related to design and design changes.
Task 5.2	Procurement Support
5.2.1	<p>Procurement Guide – Conduct workshop with UTA to discuss procurement methods, incentives, processes, templates, contract conditions, and related topics. Develop FRF Program Procurement Guide for use and reference during project procurements.</p> <p><i>Deliverables: FRF Program Procurement Guide</i></p>
5.2.2	Contractor Outreach – Conduct contracting community outreach to inform of program and salient aspects. Gather information, data, or considerations from contracting community to shape project definitions, contract conditions, risks and risk ownership, resource planning, and implementation plan.
5.2.3	<p>Procurement Documents and Support –</p> <ul style="list-style-type: none"> • Support UTA in development, coordination, and compilation of procurement documents. • Review and update contracting terms and conditions in collaboration with UTA management and procurement staff. • Participate in procurement evaluations and negotiations as directed by UTA. • Review and verify prework submittals are completed.
5.2.4	Stakeholder and 3 rd Party Agreements –

Utah Transit Authority
FrontRunner Forward Program Management Services
Exhibit B – Scope of Work

	<ul style="list-style-type: none"> • Identify and develop matrix of agreements required for the program and project(s). • Support UTA in identifying, documenting, and resolving deal points. • Review and comment on draft agreements. • Coordinate completion of agreements with UTA’s legal department. <p><i>Deliverables: Stakeholder and 3rd Party Agreements Matrix</i></p>
Task 5.3	Utilities
5.3.1	<p>Utility Identification & Coordination –</p> <ul style="list-style-type: none"> • Gather data from UTA GIS system, as-builts, permits and other resources to identify known utilities. Gather data from other utility owners or utility locating services to supplement or verify data in UTA records. Collect and document sufficiently to equal Subsurface Utility Engineering (SUE) Quality Level D for the full FrontRunner Corridor. • Develop master program matrix with unique identifiers for each utility crossing. • Coordinate with utility and contracted consultants/contractors for finalization of relocations, permitting, and field review. • Support Concept Engineering • Review and update contract requirements in procurement documents related to utility coordination, design, and construction. <p><i>Deliverables: FRF Utility Matrix</i></p>
5.3.2	<p>Subsurface Utility Engineering Field Activities – Survey, Designate and/or Locate utilities as determined and directed by UTA Program Management Staff. Validate or correct information from Utility Identification Task accordingly. Achieve SUE Quality Level A, B, or C as directed. This is expected to be performed only for certain high-risk utilities that could significantly affect project costs or schedules.</p> <p><i>Deliverables: Utility Survey Records</i></p>
5.3.3	<p>Utility Agreements –</p> <ul style="list-style-type: none"> • Coordinate with UTA to review existing utility agreements and determine need for modifications or new agreements. Document needs in FRF Utility Matrix. • Initiate coordination for agreements. Facilitate finalization of agreements between utility owner and UTA legal department as designer of record completes design.
Task 5.4	Survey
5.4.1	<p>Survey Control –</p> <ul style="list-style-type: none"> • Establish Survey Control for corridor projects including identifying and locating existing survey monuments and establishing new monuments as necessary. • Support Concept Engineering • Review and update survey requirements in procurement documents. <p><i>Deliverables: Survey Control Records</i></p>
5.4.2	<p>Survey & Mapping – Conduct aerial (drone) mapping, image collection, mobile lidar, conventional survey, GPS survey, and/or orthorectification along FRF corridor sufficient for concept design purposes.</p> <p><i>Deliverables: Survey & Mapping Files</i></p>

Utah Transit Authority
FrontRunner Forward Program Management Services
Exhibit B – Scope of Work

5.4.3	Verification Survey – Conduct quality assurance or verification survey as directed by UTA and FRF PMSC management staff.
Task 5.5	Right-of-Way
5.5.1	<p>Right-of-Way Identification and Mapping –</p> <ul style="list-style-type: none"> • Develop ROW mapping from survey, GIS, aerial imagery, county files, existing documentation and other sources. • Develop ROW matrix that identifies key information, update regularly. • Identify potential takes and easements from concept engineering. Identify high risk properties. <p><i>Deliverables: Right-of-Way Matrix and Maps</i></p>
5.5.2	<p>Right-of-Way Acquisition –</p> <ul style="list-style-type: none"> • Manage acquisition process. <ul style="list-style-type: none"> ○ Including ordering title reports, acquiring maps and deeds, issuing property owner letters and communications, conducting property evaluations and appraisals, conducting inspections, negotiating purchases and easements, and filing record documents. ○ Provide agents and appraisal review staff • Coordinate with UTA legal department and UTA management. • Work with management and engineering team to reduce ROW impacts where possible. • Prepare Acquisition and Relocation Brochure for distribution to properties and communities. • Comply with federal and state regulations. • Prepare and maintain Right of Way Acquisition Management Plan according to FTA requirements.
Task 5.6	Construction Oversight
5.6.1	<p>Construction Oversight Activities –</p> <ul style="list-style-type: none"> • Conduct coordination, oversight, and observation for construction activities. <ul style="list-style-type: none"> ○ Including processing of submittals, documenting compliance with contract requirements, resolving of issues, evaluating incentives, tracking and negotiating changes, collaborating with interfacing elements and contracts, and supporting safety and certification processes. • Participate in construction briefings and 3rd party coordination meetings. • Verify construction schedules and activities are coordinated with UTA operations. • Develop and track punch lists. • Review and update construction requirements and conditions in procurement documents.
5.6.2	<p>Construction Observation & Verification –</p> <ul style="list-style-type: none"> • Observe and record daily logs of construction activities, quality compliance and other conditions relative to construction. • Document construction quality issues for resolutions. • Record progress against approved schedule(s). • Conduct material and workmanship verification sampling or testing.
Task 5.7	Safety & Certification
5.7.1	<p>Determine Safety Program –</p> <ul style="list-style-type: none"> • Coordinate with UTA to scope and develop necessary management plans and determine needed processes such as: developing FRF Program Safety and Security Management

Utah Transit Authority
 FrontRunner Forward Program Management Services
 Exhibit B – Scope of Work

	<p>Plan (SSMP), conducting Threat & Vulnerability Analysis (TVA), conducting Preliminary Hazards Analysis (PHA), identifying Certifiable Items List (CIL), and etc.</p> <ul style="list-style-type: none"> • Assist UTA safety in construction safety oversight and reporting if needed. <p><i>Deliverables: FRF Program Safety and Security Management Plans</i></p>
5.7.2	<p>Manage Certification Process –</p> <ul style="list-style-type: none"> • Coordinate with UTA departments to establish safety committees and process approvals. • Oversight design and construction contract compliance and completion of certifiable items lists (CIL). • Conduct Safety and Security related activities and processes. • Monitor progress and completion of testing plans prior to revenue service.
Task 5.8	Project Partnering
5.8.1	<p>Construction Project Partnering –</p> <ul style="list-style-type: none"> • Facilitate partnering kickoff workshop with contractors and other critical stakeholders in early stages of project construction. • Develop partnering charter, escalation process, and means for evaluation. • Coordinate follow-on partnering sessions. • Assist in developing incentive program.

EXHIBIT B - PRICING

UTA FRONT RUNNER FORWARD PROGRAM MANAGEMENT SERVICES CONSULTANT

Prepared May 3, 2021

KIMLEY-HORN AND ASSOCIATES, INC.				
Task	Task Description	KIMLEY-HORN Labor Cost	KIMLEY-HORN ODCs (TRAVEL, ETC)	KIMLEY-HORN TOTAL
TASK 1	PROJECT MANAGEMENT	\$ 213,467.40	\$ 137,000.00	\$ 350,467.40
TASK 2	PROJECT CONTROLS	\$ 151,354.38	\$ -	\$ 151,354.38
TASK 3	STAKEHOLDER AND PUBLIC ENGAGEMENT	\$ 525,501.72	\$ -	\$ 525,501.72
TASK 4	STRATEGIC PLANNING	\$ 989,916.05	\$ -	\$ 989,916.05
TASK 5	PROJECT IMPLEMENTATION AND DELIVERY	\$ 140,070.24	\$ -	\$ 140,070.24
3% Escalation of Labor Rates effective July 1, 2021				\$ 60,609.29

TOTAL KIMLEY-HORN **\$ 2,217,919.08**

SUBCONSULTANT				
		SUBCONSULTANT Labor		Total SUBCONSULTANT Cost
	Ascent Project Control Solutions (DBE Pending)	\$ 50,000.00	\$ -	\$ 50,000.00
	Boothe Transit Consulting	\$ 12,000.00	\$ -	\$ 12,000.00
	CoCo Consult (DBE)	\$ 60,000.00	\$ -	\$ 60,000.00
	CRSA	\$ 80,000.00	\$ -	\$ 80,000.00
	Holmes and Associates	\$ 100,000.00	\$ -	\$ 100,000.00
	Horrocks Engineers	\$ 1,025,019.57	\$ -	\$ 1,025,019.57
	Metro Analytics	\$ 150,000.00	\$ -	\$ 150,000.00
	Steer Group	\$ 350,000.00	\$ -	\$ 350,000.00
	WSP	\$ 600,568.97	\$ -	\$ 600,568.97
	Zion Public Finance, Inc.	\$ 65,000.00	\$ -	\$ 65,000.00

TOTAL SUBCONSULTANTS **\$ 2,492,588.54**

Subconsultant 2% Markup	\$ 49,851.77
--------------------------------	---------------------

Total Cost 5/17/21 - 5/17/22	\$ 137,000.00	\$ 4,760,359.39
Total Cost 01/01/22- 6/30/22	\$ -	\$ 4,760,359.39
Year One 3% Escalation		\$ 74,777.66
Year One Not To Exceed		\$ 4,835,137.05

1. The budgets in each task shown here are for budget purposes only. Kimley-Horn reserves the right to move budget from task to task or from subconsultant to subconsultant or to KH, as needed, and subject to approval by the UTA Project Director

2. The effort shown here is a good faith attempt to estimate the effort in the first year of this contract. Given the nature of this project, the scope, subconsultants, timeframe and dynamics involved it may not be possible to complete each years scope as documented. Scope and associated effort may move from year to year as the project evolves with the approval of the UTA Project Director.

EXHIBIT B - PRICING

UTA FRONT RUNNER FORWARD PROGRAM MANAGEMENT SERVICES CONSULTANT

Prepared May 3, 2021

TEAM LABOR BUDGET				
Task	Task Description	KIMLEY-HORN Labor Cost	Subconsultants	TOTAL LABOR
TASK 1	PROJECT MANAGEMENT	\$ 213,467.40	\$ 108,330.10	\$ 321,797.50
TASK 2	PROJECT CONTROLS	\$ 151,354.38	\$ 234,547.18	\$ 385,901.56
TASK 3	STAKEHOLDER AND PUBLIC ENGAGEMENT	\$ 525,501.72	\$ 18,950.64	\$ 544,452.36
TASK 4	STRATEGIC PLANNING	\$ 989,916.05	\$ 1,167,674.43	\$ 2,157,590.48
TASK 5	PROJECT IMPLEMENTATION AND DELIVERY	\$ 140,070.24	\$ 963,086.18	\$ 1,103,156.43
		\$ 2,020,309.80	\$ 2,492,588.53	
TOTAL LABOR				\$ 4,512,898.33
EXPENSES				
		KIMLEY-HORN Expenses	Subconsultants	TOTAL EXPENSES
	Other Direct Costs (Travel, etc)	\$ 137,000.00	\$ -	\$ 137,000.00
	2% Mark-up on subconsultants		\$ 49,851.77	\$ 49,851.77
	Escalation of Labor Rates Effective 7/1/21	\$ 60,609.29	\$ -	\$ 60,609.29
	Year 1 Escalation	\$ -	\$ -	\$ 74,777.66
		\$ -	\$ -	\$ -
TOTAL EXPENSES				\$ 322,238.72
Year One Not To Exceed				\$ 4,835,137.05

1. The budgets in each task shown here are for budget purposes only. Kimley-Horn reserves the right to move budget from task to task or from subconsultant to subconsultant or to KH, as needed, and subject to approved by the UTA Project Director

2. The effort shown here is a good faith attempt to estimate the effort in the first year of this contract. Given the nature of this project, the scope, subconsultants, timeframe and dynamics involved it may not be possible to complete each years scope as documented. Scope and associated effort may move from year to year as the project evolves.

3. Note that Conceptual Engineering is included within Task 4 Strategic Planning

CONTRACT PRICING STRUCTURE

For the avoidance of doubt, this contract is a firm fixed price labor hour contract. The labor rates for the various categories of labor to be used under this contract are loaded with overhead, profit and G&A and are fixed for the life of the contract subject to a yearly 3% escalation factor. The variables for years 2 and 3 and option years 1 and 2 are the type and amount of effort required. Those variables will be determined and negotiated on a yearly basis in order to arrive at NTE pricing for each subsequent year of the contract including options if they are exercised by UTA. Additional categories of labor not included in the rate tables below may only be added with the express permission of the UTA Project Director based on rates which are determined to be fair and reasonable and also consistent with those shown in the tables below. Work may not be commenced for any year beyond year 1 without receipt of a notice-to-proceed from UTA once scope and type of labor has been determined and fixed labor rate pricing has been applied.

EXHIBIT B
FrontRunner Forward Program Management Services
Rate Schedule
May 3, 2021



KIMLEY-HORN & ASSOCIATES		
<u>Classification</u>	<u>Billing Rate per Hour*</u>	
	Thru 6/30/2021	7/1/2021 to 6/30/2022
Program Manager (Liz Scanlon)	\$ 232.49	\$ 239.46
Program Integration (Brent Crowther)	\$ 235.70	\$ 242.77
Stakeholder and Engagement Lead (Amalia Andrews)	\$195.52	\$ 201.39
Strategic Business Plan and Planning Lead (Melissa DuMond)	\$ 253.01	\$ 260.60
Strategic Advisor	\$ 336.38	\$ 346.47
Sr. Consultant	\$ 286.43	\$ 295.02
Sr. Professional I	\$ 221.32	\$ 227.96
Professional V	\$ 173.34	\$ 178.54
Professional IV	\$ 151.50	\$ 156.05
Analyst	\$ 110.75	\$ 114.07
Designer	\$ 126.59	\$ 130.39

** Kimley-Horn annual rate adjustments occur July 1 each year; *Annual escalation of 3%.
GSA Overhead rate 195.25%*

EXHIBIT B
FrontRunner Forward Program Management Services
Rate Schedule
May 3, 2021

HORROCKS ENGINEERS		
<u>Classification</u>	<u>Billing Rate per Hour*</u>	
	Thru 12/30/2021	1/1/2022 to 12/30/2022
Deputy Program Manager (Kevin Cox)	\$ 269.86	\$ 277.96
Project Controls Lead (Meredith Fischer)	\$ 132.02	\$ 135.98
Professional V	\$ 290.12	\$ 298.82
Professional IV	\$ 270.00	\$ 278.10
Professional III	\$ 234.00	\$ 241.02
Professional II	\$ 203.00	\$ 209.09
Professional I	\$ 176.00	\$ 181.28
Technician 3	\$ 145.00	\$ 149.35
Technician 2	\$ 120.00	\$ 123.60
Technician 1	\$ 93.00	\$ 95.79
Administrative Assistance	\$ 110.00	\$ 113.30

** Horrocks Engineers annual rate adjustments occur January 1 of each year; *Annual escalation of 3%.
GSA Overhead rate 152.85%*

EXHIBIT B
FrontRunner Forward Program Management Services
Rate Schedule
May 3, 2021

WSP		
<u>Classification</u>	<u>Billing Rate per Hour*</u>	
	Thru 12/30/2021	1/1/2022 to 12/30/2022
Strategic Advisor	\$ 333.33	\$ 343.33
Implementation Lead (Matt Carter)	\$ 210.97	\$ 217.30
Funding Plan Mgt.	\$ 308.28	\$ 317.53
Funding Advisor	\$ 331.54	\$ 341.49
Sr. Professional 1	\$ 278.12	\$ 286.46
Sr. Professional	\$ 247.12	\$ 254.53
Professional 1	\$ 193.89	\$ 199.71
Professional	\$ 166.67	\$ 171.67
Jr. Professional	\$ 128.21	\$ 132.06
Designer	\$ 102.56	\$ 105.64

** WSP annual rate adjustments occur January 1 of each year; *Annual escalation of 3%.
GSA Overhead rate 134%*

**EXHIBIT B - PRICING
KIMLEY-HORN & ASSOCIATES
LABOR ESTIMATE PER PERSON PER TASK
PREPARED May 3, 2021**

Task	Task Number	Program Manager	Program Integration	Strategic Business Plan Lead	Stakeholder Public Engagement Lead	Strategic Advisor	Sr. Professional I	Sr. Professional	Professional	Jr. Professional	Analyst	Designer	Deputy Project Manager Engineering Lead	Project Controls	Strategic Advisor	Professional IV	Professional III	Professional II	Professional I	Technical 3	Technician 2	Technician 1	Administrative Assistant	Implementation Lead	Funding Advisor	Funding Plan Development	Sr. Professional 1	Sr. Professional	Professional 1	Professional	Jr. Professional	Designer							
Project Management	1	\$123,312	\$64,086	\$8,676	\$0	\$13,183	\$0	\$4,210	\$0	\$0	\$0	\$0	\$65,441	\$6,198	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$36,691	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0						
Project Management Meetings	1.1	\$77,070	\$21,362	\$8,676	\$0	\$4,394	\$0	\$0	\$0	\$0	\$0	\$0	\$43,627	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$36,691	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0						
Contract Management	1.2	\$38,535	\$21,362	\$0	\$0	\$4,394	\$0	\$2,105	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0						
Contract Quality	1.3	\$7,707	\$21,362	\$0	\$0	\$4,394	\$0	\$2,105	\$0	\$0	\$0	\$0	\$21,814	\$6,198	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0					
Project Control	2	\$23,121	\$74,766	\$0	\$0	\$8,789	\$34,154	\$10,524	\$0	\$0	\$0	\$0	\$43,627	\$111,567	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$29,353	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0					
Controls Management	2.1	\$7,707	\$21,362	\$0	\$0	\$1,758	\$9,758	\$10,524	\$0	\$0	\$0	\$0	\$8,725	\$49,585	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0					
Program Schedule	2.2	\$7,707	\$21,362	\$0	\$0	\$1,758	\$9,758	\$0	\$0	\$0	\$0	\$0	\$8,725	\$12,396	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,338	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
Cost Estimating	2.3	\$0	\$10,681	\$0	\$0	\$1,758	\$4,879	\$0	\$0	\$0	\$0	\$0	\$8,725	\$12,396	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,338	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
Risk Management	2.4	\$7,707	\$10,681	\$0	\$0	\$1,758	\$9,758	\$0	\$0	\$0	\$0	\$0	\$8,725	\$12,396	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,338	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
Program Budget Management	2.5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,396	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
Program Quality Management	2.6	\$0	\$10,681	\$0	\$0	\$1,758	\$0	\$0	\$0	\$0	\$0	\$0	\$8,725	\$12,396	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,338	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Stakeholder / Public Engagement	3	\$11,561	\$21,362	\$8,676	\$172,573	\$13,183	\$6,831	\$42,097	\$49,934	\$108,856	\$79,576	\$10,853	\$0	\$0	\$18,951	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
Engagement Plan	3.1	\$7,707	\$10,681	\$0	\$18,359	\$2,637	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
Implement Engagement Plan	3.2	\$3,854	\$10,681	\$8,676	\$91,794	\$2,637	\$4,879	\$21,048	\$24,967	\$54,428	\$39,788	\$0	\$0	\$18,951	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Project Partnering	3.3	\$0	\$0	\$0	\$18,359	\$2,637	\$1,952	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Engagement Tools	3.4	\$0	\$0	\$0	\$22,031	\$2,637	\$0	\$21,048	\$12,484	\$27,214	\$19,894	\$10,853	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Website and Social Media	3.5	\$0	\$0	\$0	\$22,031	\$2,637	\$0	\$12,484	\$27,214	\$19,894	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Strategic Planning	4	\$200,383	\$53,405	\$156,176	\$11,015	\$26,125	\$35,130	\$107,346	\$68,660	\$163,284	\$119,364	\$47,029	\$130,882	\$0	\$18,951	\$29,210	\$20,061	\$21,547	\$16,670	\$5,032	\$2,156	\$1,671	\$0	\$121,079	\$81,051	\$18,949	\$17,599	\$8,071	\$3,087	\$2,041	\$1,570	\$1,047	\$0	\$0	\$0	\$0			
Operations Planning Coordination	4.1	\$0	\$10,681	\$17,353	\$0	\$3,516	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,338	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Early Screening Analysis	4.2	\$19,268	\$10,681	\$8,676	\$0	\$3,516	\$976	\$2,105	\$0	\$0	\$0	\$0	\$8,725	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,338	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Commuter Rail Best Practices	4.3	\$7,707	\$0	\$8,676	\$0	\$3,516	\$0	\$0	\$0	\$27,214	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Strategic Business Plan	4.4	\$57,803	\$10,681	\$17,353	\$11,015	\$3,516	\$9,758	\$21,048	\$31,209	\$40,821	\$69,629	\$14,471	\$8,725	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,338	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Funding Strategies and Plan	4.5	\$57,803	\$0	\$43,382	\$0	\$3,516	\$9,758	\$21,048	\$12,484	\$27,214	\$19,894	\$0	\$8,725	\$0	\$15,161	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$81,051	\$18,949	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Implementation Plan	4.6	\$19,268	\$10,681	\$43,382	\$0	\$3,516	\$9,758	\$21,048	\$12,484	\$27,214	\$29,841	\$0	\$8,725	\$0	\$3,790	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,338	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
NEPA/Environmental Support	4.7	\$19,268	\$0	\$17,353	\$0	\$3,516	\$4,879	\$21,048	\$6,242	\$13,607	\$0	\$3,618	\$8,725	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Conceptual Engineering	4.8	\$19,268	\$10,681	\$0	\$0	\$3,516	\$0	\$21,048	\$6,242	\$27,214	\$0	\$28,941	\$87,255	\$0	\$0	\$29,210	\$20,061	\$21,547	\$16,670	\$5,032	\$2,156	\$1,671	\$0	\$91,727	\$0	\$0	\$17,599	\$8,071	\$3,087	\$2,041	\$1,570	\$1,047	\$0	\$0	\$0	\$0	\$0		
Project Implementation/ Delivery	5	\$26,975	\$0	\$0	\$0	\$24,609	\$21,468	\$46,306	\$6,242	\$0	\$0	\$14,471	\$196,324	\$6,198	\$37,901	\$97,631	\$60,184	\$64,842	\$50,009	\$15,095	\$6,467	\$5,012	\$3,593	\$179,785	\$0	\$0	\$52,797	\$24,213	\$9,261	\$6,124	\$4,711	\$3,140	\$0	\$0	\$0	\$0	\$0		
Design Oversight	5.1	\$7,707	\$0	\$0	\$0	\$3,516	\$9,758	\$31,572	\$6,242	\$0	\$0	\$14,471	\$97,255	\$0	\$0	\$11,684	\$8,025	\$8,619	\$6,668	\$2,013	\$862	\$668	\$719	\$90,720	\$0	\$0	\$7,040	\$3,228	\$1,235	\$8,17	\$628	\$419	\$0	\$0	\$0	\$0	\$0		
Procurement Support	5.2	\$19,268	\$0	\$0	\$0	\$3,516	\$9,758	\$0	\$0	\$0	\$0	\$43,627	\$6,198	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$55,036	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Utilities	5.3	\$0	\$0	\$0	\$0	\$3,516	\$1,952	\$10,524	\$0	\$0	\$0	\$0	\$8,725	\$0	\$0	\$17,526	\$12,037	\$12,928	\$10,002	\$3,019	\$1,293	\$1,002	\$719	\$7,338	\$0	\$0	\$10,559	\$4,843	\$1,852	\$1,225	\$942	\$628	\$0	\$0	\$0	\$0	\$0	\$0	
Survey	5.4	\$0	\$0	\$0	\$0	\$3,516	\$0	\$4,210	\$0	\$0	\$0	\$0	\$8,725	\$0	\$0	\$17,526	\$12,037	\$12,928	\$10,002	\$3,019	\$1,293	\$1,002	\$719	\$7,338	\$0	\$0	\$10,559	\$4,843	\$1,852	\$1,225	\$942	\$628	\$0	\$0	\$0	\$0	\$0	\$0	
Right-of-Way	5.5	\$0	\$0	\$0	\$0	\$3,516	\$0	\$0	\$0	\$0	\$0	\$0	\$21,814	\$0	\$0	\$23,368	\$16,049	\$17,238	\$13,336	\$4,025	\$1,724	\$1,336	\$719	\$7,338	\$0	\$0	\$14,079	\$6,457	\$2,470	\$1,633	\$1,256	\$837	\$0	\$0	\$0	\$0	\$0		
Construction Oversight	5.6	\$0	\$0	\$0	\$0	\$2,637	\$0	\$0	\$0	\$0	\$0	\$8,725	\$0	\$0	\$11,684	\$8,025	\$8,619	\$6,668	\$2,013	\$862	\$668	\$539	\$7,338	\$0	\$0	\$7,040	\$3,228	\$1,235	\$817	\$628	\$419	\$0	\$0	\$0	\$0	\$0	\$0		
Safety & Certification	5.7	\$0	\$0	\$0	\$0	\$2,637	\$0	\$0	\$0	\$0	\$0	\$8,725	\$0	\$0	\$5,842	\$4,012	\$4,309	\$3,334	\$1,006	\$431	\$334	\$180	\$7,338	\$0	\$0	\$3,520	\$1,614	\$617	\$408	\$314	\$209	\$0	\$0	\$0	\$0	\$0	\$0		
Project Partnering	5.8	\$0	\$0	\$0	\$0	\$1,758	\$0	\$0	\$0	\$0	\$0	\$8,725	\$0	\$18,951	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,338	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Total Labor by Person/Firm		\$385,351	\$213,618	\$173,529	\$183,588	\$87,889	\$97,582	\$210,483	\$124,836	\$272,139	\$198,940	\$72,353	\$436,275	\$123,963	\$75,803	\$116,841	\$80,246	\$86,190	\$66,679	\$20,127	\$8,622	\$6,682	\$3,593	\$366,907	\$81,051	\$18,949	\$70,396	\$32,284	\$12,348	\$8,165	\$6,281	\$4,187	\$0	\$0	\$0	\$0
----------------------------	--	-----------	-----------	-----------	-----------	----------	----------	-----------	-----------	-----------	-----------	----------	-----------	-----------	----------	-----------	----------	----------	----------	----------	---------	---------	---------	-----------	----------	----------	----------	----------	----------	---------	---------	---------	-----	-----	-----	-----

EXHIBIT B - PRICING
KIMLEY-HORN & ASSOCIATES
ESTIMATED SUBCONSULTANT COST
PREPARED May 3, 2021

Task	Task Number	Ascent Project Controls Solutions	Boothe Transit Consulting	Coco Consult	CRSA	Holmes and Associates	Metro Analytics	Steer Group	Zion Public Finance
Project Management	1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Project Management Meetings	1.1								
Contract Management	1.2								
Contract Quality	1.3								
Project Control	2	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Controls Management	2.1	\$50,000							
Program Schedule	2.2								
Cost Estimating	2.3								
Risk Management	2.4			\$0					
Program Budget Management	2.5								
Program Quality Management	2.6								
Stakeholder / Public Engagement	3	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engagement Plan	3.1								
Implement Engagement Plan	3.2								
Project Partnering	3.3			\$0					
Engagement Tools	3.4								
Website and Social Media	3.5								
Strategic Planning	4	\$0	\$12,000	\$10,000	\$80,000	\$0	\$150,000	\$350,000	\$65,000
Operations Planning Coordination	4.1								
Early Screening Analysis	4.2								
Commuter Rail Best Practices	4.3								
Strategic Business Plan	4.4					\$0	\$150,000	\$350,000	\$65,000
Funding Strategies and Plan	4.5		\$12,000	\$10,000		\$0			
Implementation Plan	4.6			\$0					
NEPA/Environmental Support	4.7								
Conceptual Engineering	4.8				\$80,000				
Project Implementation/ Delivery	5	\$0	\$0	\$50,000	\$0	\$100,000	\$0	\$0	\$0
Design Oversight	5.1								
Procurement Support	5.2			\$25,000		\$25,000			
Utilities	5.3								
Survey	5.4								
Right-of-Way	5.5					\$75,000			
Construction Oversight	5.6								
Safety & Certification	5.7								
Project Partnering	5.8			\$25,000					

\$50,000	\$12,000	\$60,000	\$80,000	\$100,000	\$150,000	\$350,000	\$65,000
----------	----------	----------	----------	-----------	-----------	-----------	----------

Exhibit C Schedule

FrontRunner Program Management Services
 Contract Schedule: May 17, 2021 - May 17, 2022
 Kimley-Horn Team

FrontRunner Program Management Activities														
Line	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22
1	Notice to Proceed Assumed May 17, 2021													
2	★	★												
3	Project Management Meetings (Occurring weekly, bi-weekly, quarterly/as-needed)													
4	Initiate Project Contract Management (Teams Site; Contract Financial Management; Subcontracts)													
5	Contract Financial Mgmt (Invoicing/Progress Reports)													
6	Contract Quality Control Plan													
7	Project Management Plan													
8	Program Controls (Program-wide Cost, Risk, Schedule, Budget, Quality)													
9	Prepare Engagement Plan (Prepare Draft for Review; Submit final incorporating UTA comments)													
10	Project Messaging													
11	Stakeholder Engagement (TBD/outlined in Engagement Plan)													
12	Community Engagement (TBD/outlined in Engagement Plan)													
Strategic Planning - Business Plan														
	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22
13	Operations Planning Briefing and CR Best Practices													
14		★	★	★	★	★	★	★	★		★	★	★	
15	Service Vision Operations Concepts													
16	Business Case Analytics													
17	Community Planning Concepts													
18	Draft Service Vision (Internal Review)													
19	Draft Service Vision (External - Board of Trustees/Stakeholders/Cities/Communities)													
20	Service Vision Adoption													
21	Draft Business Plan (Business Case, Community Concepts)													
22	Funding Strategies & Financial Planning													
23	Draft Implementation Plan (Strategies for environmental, funding and delivery of projects over time)													
Early Projects Implementation														
	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22
24	Assessments of Early Projects (Scope, Costs, Risks, Value, Interfaces, etc.)													
25	Initial Implementation Planning (Definition, Funding, Schedule, Procurements)													
26	Project Control Plans													
27	Topographic Survey & Imagery													
28	Preliminary Analysis & Design													
29	Initial Agreements Coordination (UPRR, Utilities, Stakeholders)													
30	Utility Identification & Determination													
31	ROW Research & Identification													
32	Preliminary Cost Estimates													
33	Environmental Consultant Procurement(s)													
34	Environmental Review and Documentation													
35	ROW Acquisitions													
36	Draft Agreements (UPRR, Utilities, Stakeholders)													
37	Contractor Outreach & Procurement(s)													

Schedule Notes:

1. This represents Kimley-Horn's good faith estimate of the schedule for the first year of the FRF PMSC contract, and is subject to change or adjustment depending on project conditions. Kimley-Horn will coordinate schedule with the UTA Project Director to ensure alignment of the team efforts to UTA's goals.
2. Engagement activities is assumed to support both Planning and Implementation, and continuous throughout the year. The Engagement Plan will outline the specific details, timing, activities, and milestones
3. Program Controls will be established under the Program Management task for the entirety of the FRF contract. Specific project controls will be developed as part of the Early Projects Implementation

Exhibit D – Office Co-Location Expectation

Office Co-Location Expectations

- 1 UTA will provide the following items to help facilitate the office co-location arrangement:
 - 1.1 Cubicle space for the Program Manager, Consultant's Team Member #1 and Consultant's Team Member #2.
 - 1.2 A desk for Program Manager, Consultant's Team Member #1 and Consultant's Team Member #2.
 - 1.3 An internet connection for all three.
 - 1.4 A storage room for minor equipment and supplies

- 2 Kimley-Horn and Associates, Inc, a Corporation will provide the following to help facilitate the office co-location arrangement
 - 2.1 Own computers and computer maintenance
 - 2.2 Own printer
 - 2.2.1 Any supplies needed for the printer
 - 2.2.2 Printer maintenance
 - 2.3 Any wireless routers or other computer hardware deemed necessary.