

PROFESSIONAL SERVICES AGREEMENT

UTA CONTRACT #23-03780VW Park & Ride Design Services

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

RECITALS

WHEREAS, UTA desires to hire professional services for Park & Ride Design Services.

WHEREAS, On September 14, 2023, UTA issued Request for Qualification Package Number 23-03780VW (“RFQu”) encouraging interested parties to submit proposals to perform the services described in the RFQu.

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

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

AGREEMENT

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

1. SERVICES TO BE PROVIDED

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

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

2. MANAGEMENT OF WORK

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

3. PROGRESS OF WORK

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

4. **PERIOD OF**

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

5. **COMPENSATION**

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

6. **INCORPORATED DOCUMENTS**

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

standards and other descriptions of the Professional Services;

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

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

7. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

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

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

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

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

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

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

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

9. INVOICING PROCEDURES

- a. Consultant shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Consultant shall submit invoices to program manager Travis Colledge at tcolledge@rideuta.com or processing and payment. In order to timely process invoices, Consultant shall include the following information on each invoice:
 - i. Consultant Name
 - ii. Unique Invoice Number
 - iii. PO Number
 - iv. Invoice Date
 - v. Detailed Description of Charges
 - vi. Total Dollar Amount Due
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Consultant under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Consultant within thirty (30) calendar days of invoice submittal to program manager Travis Colledge at tcolledge@rideuta.com. Invoices not submitted electronically shall be paid thirty (30) calendar days from date of receipt by UTA’s accounting department.
- c. Invoices must include a unique invoice number, UTA’s Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to program manager Travis Colledge at tcolledge@rideuta.com.

10. **OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT**

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Consultant and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Professional Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Consultant, Consultant hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's Consultant s, agent, officers, directors, employees, joint owners, affiliates and Consultant s.

11. **USE OF SUBCONSULTANT S**

- a. Consultant shall give advance written notification to UTA of any proposed subcontract (not indicated in Consultant 's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subconsultant s, such approval not to be withheld unreasonably.
- b. No subsequent change, removal or substitution shall be made with respect to any such subconsultant without the prior written approval of UTA.
- c. Consultant shall be solely responsible for making payments to subconsultant s, and such payments shall be made within thirty (30) days after Consultant receives corresponding payments from UTA.
- d. Consultant shall be responsible for and direct all Work performed by 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 's Proposal (or other applicable provisions of this Contract), and shall not change any of said key personnel without the express written consent of UTA. The following individuals are concerned to be key personnel under this contract.

Ryan Kitchen, PE Project Manager

Trevor Price, PE, Lead Designer

Jodi Pearson, PE

If the Consultant changed key personnel without the express written permission of UTA, it shall be in default of the contract and liable for default damages.

13. SUSPENSION OF WORK

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

14. TERMINATION

a. **FOR CONVENIENCE:**

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

b. **FOR DEFAULT:**

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

- 1. Terminate the Contract (in whole or in part) for default and obtain the

Professional Services using other Consultant s or UTA’s own forces, in which event Consultant shall be liable for all incremental costs so incurred by UTA;

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

CONSULTANT ’S POST TERMINATION OBLIGATIONS:

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

15. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

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

16. FINDINGS CONFIDENTIAL

Any documents, reports, information, or other data and materials delivered or made available to or prepared or assembled by Consultant or subconsultant under this Contract are considered confidential and shall not be made available to any person, organization,

or entity by Consultant without consent in writing from UTA. If confidential information is released to any third party without UTA’s written consent as described above, Consultant

shall notify UTA of the data breach within 10 days and provide its plan for immediate mitigation of the breach for review and approval by UTA.

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

17. PUBLIC INFORMATION.

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

18. GENERAL INDEMNIFICATION

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

19. INSURANCE REQUIREMENTS

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

2. Automobile Liability

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

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

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

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

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

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

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

All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at utahta@ebix.com. The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

- F. SUBCONSULTANT S: Consultant s' certificate(s) shall include all subconsultant s as additional insureds under its policies or subconsultant s shall maintain separate insurance as determined by the Consultant , however, subconsultant 's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Sub-Consultant s maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-Consultant s. Utah Transit Authority must be scheduled as an additional insured on any sub-Consultant policies.
- G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the Office of General Counsel, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

20. **OTHER INDEMNITIES**

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

performance of any Work covered by this Contract by Consultant or its 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

UTA's Project Manager/**Consultant's Project Manager**
 UTA's Chief Capital Service Officer/**Consultant's Project Manager**

Time Limit

Five calendar days
 Five calendar days

UTA’s Executive Director/ **Consultant’s Chief Operating Officer**

Five calendar days

Unless otherwise directed by UTA’s Project Manager, Consultant shall diligently continue performance under this Contract while matters in dispute are being resolved. If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, than either party may commence formal mediation under the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS mediator. If resolution does not occur through Mediation, then legal action may be commenced in accordance the venue and governing law provisions of this contract.

24. **GOVERNING LAW**

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

25. **ASSIGNMENT OF CONTRACT**

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

26. **NONWAIVER**

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

27. **NOTICES OR DEMANDS**

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

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

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

If to Consultant:
HORROCKS LLC
Ryan Kitchen, PE Project Manager
2162 West Grove Parkway. Suite 100

Pleasant Grove, UT 84062

- b. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice. Either party may change the address at which such party desires to receive written notice by providing written notice of such change to any other party.
- c. Notwithstanding Section 27, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract.

28. **CONTRACT ADMINISTRATOR**

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

29. **INSURANCE COVERAGE REQUIREMENTS FOR CONSULTANT EMPLOYEES AND SUBCONSULTANTS UNDER DESIGN AND CONSTRUCTION CONTRACTS**

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

30. **COSTS AND ATTORNEYS FEES**

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

31. **NO THIRD-PARTY BENEFICIARY**

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

32. **FORCE MAJEURE**

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

33. **UTAH ANTI-BOYCOTT OF ISRAEL ACT**

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

34. **TRAVEL COSTS**

Any travel costs charged against this contract and paid for with contract funds must be in compliance with UTA's Travel Policy (UTA.02.07) and the U.S. General Services Administration (GSA) per diem rates.

35. **SEVERABILITY**

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

36. **ENTIRE AGREEMENT**

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

36. **AMENDMENTS**

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

37. **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.

38. **SURVIVAL**

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

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

UTAH TRANSIT AUTHORITY:

By:
Jay Fox
Executive Director

Date:

HORROCKS LLC.:

DocuSigned by:

By: A747B3B356D0433... Date: 1/17/2024
Spencer Stephenson
Vice President
Fed ID# 87-0296502

By:
David Hancock
Chief Service Development Officer

Date:

Approved as to Content and Form

DocuSigned by:
By:  Date: 1/17/2024
70E33A415BA44F6...
Mike Bell, AAG State of Utah
And UTA Legal Counsel

Reviewed & Recommended

By:
Travis Colledge,
UTA Project Manager

Date:

Exhibit A – Scope of Work

PROJECT BACKGROUND

The Utah Transit Authority (UTA) is planning for a bus route along Pony Express Parkway in Utah County from the American Fork FrontRunner Station to Eagle Mountain. This is a new route that will require infrastructure to initiate. This infrastructure includes constructing two park and ride facilities – one in Saratoga Springs (SS) and the other in Eagle Mountain (EM). Each park and ride facility will consist of various site components, impacts, and risks (see Figure 1).

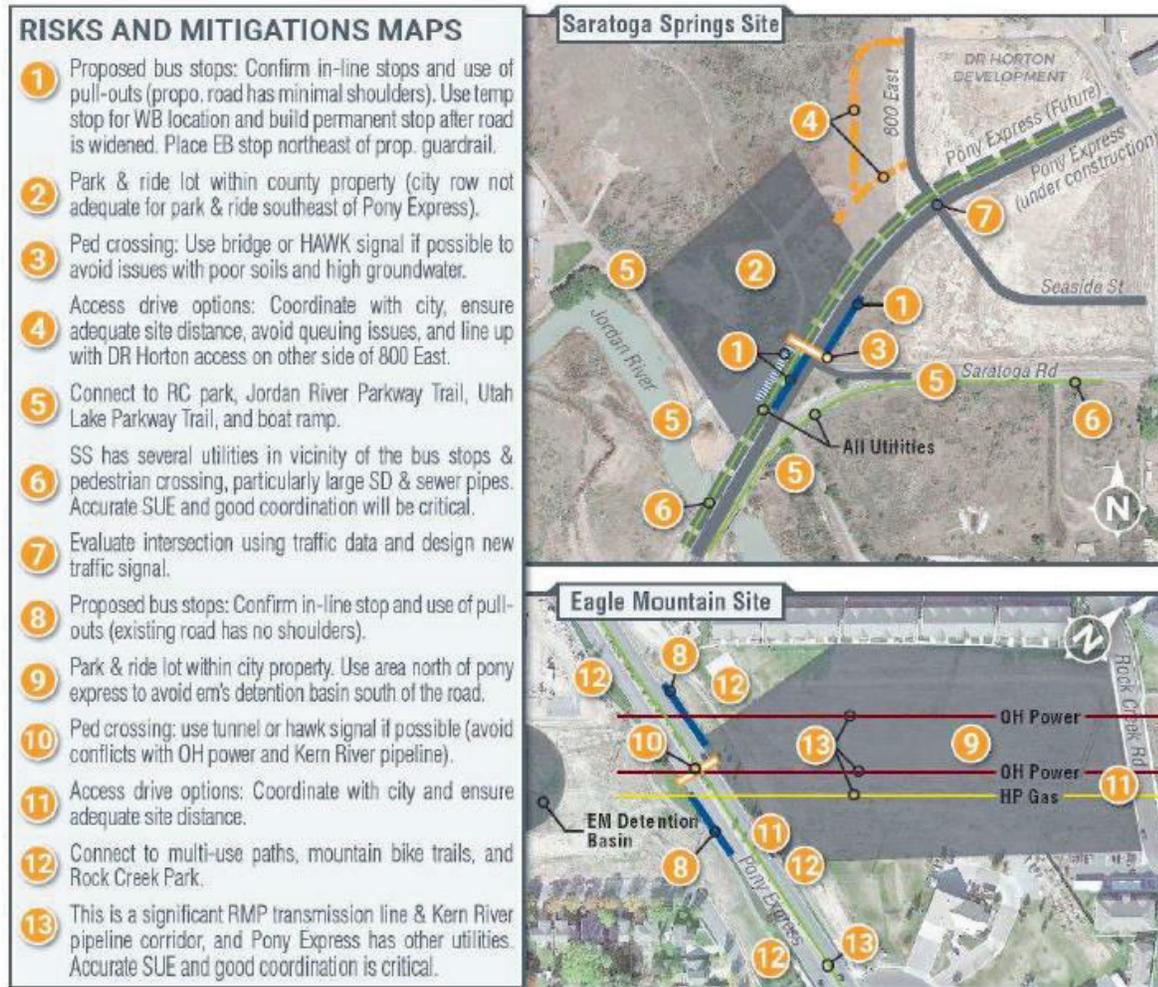


Figure 1: Park & Ride Site Areas with Potential Risks & Possible Mitigations

SCOPE OVERVIEW

This scope of work is for final design and preparation of bidding documents (plans and specifications) for two park and ride facilities and their associated impacts and tie-ins. Their general locations are shown in Figure 1. The Horrocks Team (Horrocks and subconsultants Spectrum Engineering and RB&G) will work with UTA, along with the cities of Saratoga Springs and Eagle Mountain and other stakeholders to accomplish the work in accordance with UTA's procedures. The Horrocks Team will fully participate in stakeholder coordination meetings. Project

stakeholders that we expect to coordinate with on a regular basis include UTA, Saratoga Springs City, and Eagle Mountain City, with periodic coordination with the Federal Transit Administration (FTA), Mountainland Association of Governments (MAG), Utah County, Timpanogos Special Service District (TSSD), Rocky Mountain Power (RMP), Kern River Gas Transmission Company (KRGTC), and the Utah Department of Transportation (UDOT). The Horrocks Team will provide the necessary professional engineers, CADD operators, surveyors, environmental analysts, and other staff needed to successfully complete this Scope of Work. The Horrocks Team resources will be provided to accomplish the following:

- Provide conceptual plans and conduct alternatives screening for each park and ride facility.
- Complete environmental field studies and prepare associated reporting documents according to the FTA CatEx checklist.
- Prepare plans and specifications for bidding and selecting a construction Consultant to construct two park and ride facilities within city and county property.
- Prepare permit applications for submittal to Saratoga Springs and Eagle Mountain.
- Provide public outreach support during the environmental clearance and final design.

This Contract will consist of the completion of the final design work of the two park and ride facilities, including curb/gutter, sidewalk, asphalt and other flatwork; bus stops with shelters; an operator restroom; utility and drainage work; landscaping; pedestrian crossing structures (overpass in SS and tunnel in EM); signalization at Pony Express Parkway and 800 East/Seaside Dr, and other needed improvements to complete the project.

General Inclusions:

- Project management, administration, and coordination (team meetings about every two weeks and internal Horrocks meetings usually every week)
- Stakeholder coordination
- Schedule and budget control
- Aerial and topographic surveying
- Subsurface utility engineering
- Geotechnical investigations
- Environmental field studies, applications, and exhibits
- Public outreach and agency support (UTA led)
- Right-of-Way (ROW) exhibits and legal descriptions to support land use agreements.
- Preliminary alternatives screening
- Civil design/plans
- Drainage/Utility design/plans
- Landscape and irrigation design/plans
- Structural design/plans
- Traffic signal design/plans
- Electrical and lighting design/plans
- Maintenance of traffic design/plans
- Permitting applications
- Quantities and estimates
- Quality control/assurance
- Value engineering

- Project specifications and special provisions
- Advertisement support (UTA led)

General Assumptions:

- Design plans will be created in AutoCAD Civil 3D and Revit LOD 200 (modeling for lighting)
- Full size plan sheets will be measured at 22" x 34"
- Both sites will be assembled into a single plan set (i.e., only one Consultant for both sites)
- Survey control will be based on a State Plane Coordinate System
- Limits of disturbance will not extend beyond city and county property.
- Each parking lot will include about 50-80 parking stalls and be future compatible for bus circulations; maximum parking lot size is 1.5 acres each.
- Consultant services for the operator restroom will be limited to coordinating its location (design services are not included at this time, but may be added with change order)
- Bus shelters will be prefabricated structures to be bolted to a concrete slab.
- Pedestrians crossing Pony Express Parkway will be directed to the nearest intersection with a traffic signal (the design of grade separated crossings structures or pedestrian-specific crossing signals are not included at this time, but may be added with a change order)
- Design plans will follow UTA, SS, and EM standards and specifications (UDOT standards will only apply to the traffic signal design)
- Existing utility and drainage systems have available capacity for the park and ride facilities.
- Improvements and modifications to existing roads and intersections will be limited to bus turnouts (if desired) and tie-ins to the proposed parking lots, pedestrian walks/trails/structures, utilities, and drainage pipes.
- No signal warrant studies or new traffic studies will be required (the existing traffic study by Hales Engineering will be sufficient to analyze the intersection with the new signal)
- Signal timing for the new signal at Pony Express Parkway and 800 East/Seaside Drive will be completed by the City of Saratoga Springs
- Architectural design, artwork, and snow melt design will not be needed.
- Regular internal coordination meetings will generally be held on a weekly basis through the project duration.
- Construction support is not included at this time, but it may be added according to UTA's direction.

TASK 1 – PROJECT MANAGEMENT

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

Inclusions:

- Project setup and administration
- Monthly invoicing to include hourly rates, hours, and direct costs incurred by the Consultant (and subconsultants) in performance of the contract for the project during the preceding accounting period.

- Monthly status reports including schedule status, a summary of work performed, milestones and deliverables, a record of the total scope of work completed (cost to date), and percentage of scope of work remaining (cost remaining), and supporting documentation.
- Conduct bi-weekly Project Team meetings and attend other project team meetings as needed; prepare meeting materials, agendas, and minutes.
- Coordinate activities among consultant team members, UTA, and Stakeholders
- Develop a schedule and update it monthly.
- Prepare a Project Management Plan to include a work scope, schedule, budget, project controls including quality assurance/quality control, and invoicing and reporting procedures.
- Develop and follow a Quality Management Plan

Assumptions:

- 13-month project duration (~Jan 2024 through ~Jan 2025)
- 12 months of bi-weekly status meetings with project stakeholders. These meetings will be held virtually except for the kickoff meeting.

Deliverables:

- Project schedule
- Monthly progress reports with invoices
- Meeting agendas and minutes
- Project Management Plan
- Quality Management plan

TASK 2 – DATA COLLECTION

Horrocks will gather existing data and information related to the project. These may include, but are not limited to, traffic studies, development plans/as-builts, roadway plans/as-builts, utility plans/as-builts, drainage plans/as-builts, transportation studies, and UTA and city standards, specifications, and cut sheets. Horrocks will also provide data collection as necessary to complete the work. Aerial surveys and preliminary Subsurface Utility Engineering (SUE) will be completed first to aid in the preliminary alternatives screening. After this process is complete, the final topographic surveys and mapping, the final SUE work, and the geotechnical investigations will be completed during the 30% design task.

Inclusions:

- Preliminary aerial imagery surveys (outside area of Figure 2 and Figure 3)
- Final topographic surveys and mapping, including survey control and tying it into a local coordinate system (inside area of Figure 2 and Figure 3)
- Preliminary SUE, Quality Level D (outside area of Figure 2 and Figure 3)
- Final SUE, Quality Level B/C for utilities within the projected limits of disturbance and Quality Level A for up to 10 potholes in Eagle Mountain and 6 potholes in Saratoga Springs (inside area of Figure 2 and Figure 3)

- Geotechnical investigations and reports, including pavement design, foundation recommendations for the pedestrian bridge and pedestrian tunnel, and soil characteristics and limitations (see the scope and fee proposal from RB&G, provided herein)
- Site visits from key personnel and critical design leads

Assumptions:

- Horrocks Team is not responsible to apply for and obtain permits beyond access permits needed to perform survey, utility investigations, and geotechnical investigations.
- Topographic/(ROW) survey does not include an ALTA or Record of Survey or setting property corners.
- Existing utilities are not substantially different than the following identified existing utilities:
 - o Overhead RMP corridor with two sets of power lines across EM site
 - o Underground high-pressure gas line across EM site
 - o Underground water line under Pony Express Pkwy in EM
 - o Underground sewer line under Pony Express Pkwy in EM
 - o Underground drainage lines under Pony Express Pkwy in EM
 - o Underground dry utility lines (gas, power, fiber/comm) under Pony Express Pkwy in EM
 - o Underground 36" sewer lines (two) under Pony Express Pkwy in SS
 - o Underground 36" and 30" drainage lines under Pony Express Pkwy in SS
 - o Underground 20" pressurized irrigation line under Saratoga Road in SS
 - o Underground 36" sewer line under Saratoga Road in SS
 - o Underground water line under Saratoga Road in SS
 - o Underground dry utility lines (gas, power, fiber/comm) under Pony Express Pkwy and Saratoga Road in SS
- See the geotechnical assumptions in the attached scope and fee proposal from RB&G

Deliverables:

- Aerial imagery files
- Topographic and utility survey base files in CAD
- Geotechnical reports (see the attached scope and fee proposal from RB&G)



Figure 2: Saratoga Springs General Survey Area

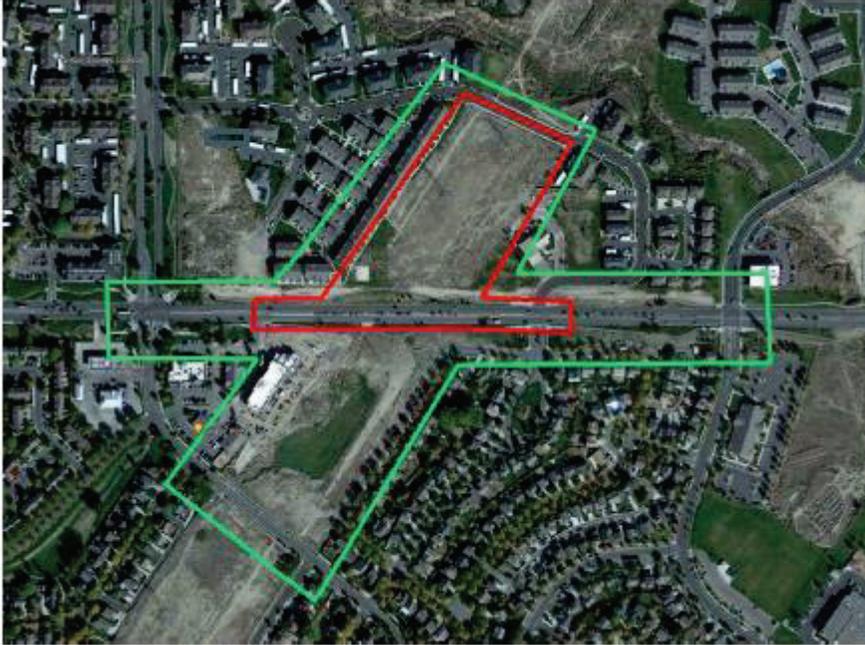


Figure 3: Eagle Mountain General Survey Area

TASK 3 – PRELIMINARY ALTERNATIVES DEVELOPMENT

Horrocks will work with UTA and primary stakeholders to create conceptual plan alternatives, develop screening criteria, conduct the screening process, and determine a preferred alternative for each site and for the project as a whole.

Inclusions:

- Obtain input from UTA Service Planners, Bus Operations, the cities of Saratoga Springs and Eagle Mountain, and Utah County to help determine elements to include in each concept.
- Develop initial concept layouts (2 or 3 per site)
- Discuss the concept layouts during scheduled team meetings for concept refinement guidance.
- Provide a modified set of conceptual layouts (2 or 3 per site)
- Develop screening criteria and conduct the screening process.
- Provide order-of-magnitude construction cost estimates for concept layouts.
- Provide a final preferred alternative for each site.

Assumptions:

- Two or three conceptual plan alternatives for each site will be developed.
- One of the sites will include bus circulation to access the operator restroom.
- Bus stops will be located in line with Pony Express Parkway and not within the park and ride facilities.
- Conceptual plans will be issued in an electronic PDF format (likely Bluebeam)
- Stakeholders will review plans and provide feedback within 2 weeks of each submittal.
- Modifications to the conceptual alternatives will not include substantial changes to the layouts.

Deliverables:

- Conceptual design alternatives in PDF format (electronic)
- Order-of-magnitude construction cost estimate for each concept
- Screening criteria and evaluation results
- Preferred alternative conceptual design in PDF format (electronic)

TASK 4 – ENVIRONMENTAL FIELD STUDIES

As part of the Park & Ride Facilities design project, Horrocks will complete:

- The necessary field studies to address resources contained in the FTA CatEx Checklist
- The appropriate resource memos/reports necessary for agency consultation
- The environmental permits (i.e. Section 404), if any, needed to construct the project

Horrocks will conduct field studies and provide documentation for the following environmental resources:

- Cultural (Section 106) Resources
- Aquatic resources (Section 404)
- Biological resources (ESA)

Cultural Resources

Horrocks will consult with UTA and the State Historic Preservation Office (SHPO) to determine an appropriate project Area of Potential Effect (APE) and to obtain a SHPO project number. Horrocks will conduct a Class I investigation of the proposed APE and will complete a Class III, intensive pedestrian level survey of the APE. Horrocks will prepare the appropriate survey documentation including the necessary reports, digital GIS data, etc. according to SHPO's e106 guidelines. The final submission package will be delivered to UTA for their review and use in consultation with the SHPO.

Aquatic Resources

Horrocks will conduct a desktop investigation of the proposed project areas to determine the potential for aquatic resources. If the presence of aquatic resources is determined to be likely, Horrocks will conduct an aquatic resources delineation according to the US Army Corps of Engineers (USACE) guidelines published in the Corps of Engineers Wetland Delineation Manual (1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (2008). Horrocks will prepare an Aquatic Resources Delineation Report consistent with USACE Sacramento District guidelines. The report will summarize the findings of the aquatic resources delineation and will identify which resources would likely be considered jurisdictional by the USACE (jurisdictional determinations are made by the USACE). The report and GIS data will be delivered to UTA for their review and use in consultation with the USACE.

Biological Resources

Horrocks will conduct a desktop review of potential biological resources likely to be present in the proposed project areas. This will include obtaining a list of threatened and endangered species and their critical habitats with the potential to be present in the project area from the US Fish and Wildlife Service's (USFWS) Online Information for Planning and Conservation system (IPAC) and a data request for recorded occurrences of protected species within the project area from the Utah Natural Heritage Program (UNHP). If necessary, Horrocks will conduct a field visit to assess habitat

within the project areas to determine the presences/absence of protected species and to determine the likelihood of the project impacting protected biological resources. A memo detailing the results of the desktop analysis and field visit will be prepared. The report will be delivered to UTA for their review and use in consultation with the USFWS.

Environmental Permitting

If it is determined that the proposed project would affect environmental resources (such as jurisdictional waters of the US) which would require permitting, Horrocks, in consultation with UTA, would prepare the necessary permit applications.

Assumptions:

- The following environmental resources identified in the FTA Categorical Exclusion worksheet typically do not require field studies and the scope provided assumes that Horrocks will not complete any work surrounding their documentation and analysis:
 - o Land use and zoning
 - o Land/Property acquisition, relocation, leases, and easements
 - o Environmental justice
 - o Visual/Aesthetics
 - o Park and recreation resources
 - o Noise and vibration
 - o Air quality
 - o Hazardous materials
 - o Farmland
 - o Floodplains
 - o Water resources and water quality
 - o Traffic and parking
 - o Utilities
- Horrocks will not be responsible for completing the FTA Region 8 Categorical Exclusion Worksheet
- Horrocks will not be responsible for consulting with federal agencies to determine final impacts to environmental resources.
- Horrocks will not be responsible for determining mitigation for impacted resources.
- A Section 404 Permit will be required to complete the project.
- If it is determined that additional field studies are needed, or, if it is determined that additional project sites need to be studied, Horrocks and UTA will renegotiate a cost and fee to complete environmental work not detailed above.

Deliverables:

- Cultural Resources submittal package (reports, digital GIS data, etc.) according to SHPO's e106 guidelines
- Aquatic Resources Delineation Report consistent with USACE Sacramento District guidelines and digital GIS data
- Biological Resources memo/report
- Permit applications (if needed)

TASK 5 – 30% DESIGN SUBMITTAL

The objective of this task is to coordinate and update the conceptual design for the park and ride facilities using additional topographic and geotechnical data. Plans at this phase will provide sufficient detail to determine potential impacts to existing features.

Inclusions:

- Analysis of public records and plotting property boundaries in CAD in conjunction with the survey and SUE drawings
- Traffic safety review for the proposed bus stop locations
- Traffic analysis of the Pony Express Parkway and 800 East/Seaside Dr intersection to verify its configuration will work with the proposed traffic signal.
- Roll Plot for each site
- Quality control
- Prepare an outline of specifications and special provisions.

Assumptions:

- The Pony Express Parkway and 800 East/Seaside Dr intersection will not need to be reconfigured.
- Pony Express Parkway and 800 East in SS and EM will not need redesigned except to insert bus turnouts (if desired) and to tie in the proposed parking lots, pedestrian walks/trails/structures, utilities, and drainage pipes.
- The storm drain for each site will tie into the corresponding city's storm drain system (no direct connection to the Jordan River)
- Roll plots will be issued in an electronic PDF format (likely Bluebeam)
- Stakeholders will review roll plots within 2 weeks of the submittal.

Deliverables:

- 30% design drawings in PDF format (electronic)
- Outline of construction specifications and special provisions
- 30% review meeting comments

TASK 6 – 60% DESIGN SUBMITTAL

The work in this task includes refining the park and ride facility and bus stop layouts based on comments received during the 30% design review. It also includes progressing the design to include other disciplines to complete design development plans. Upon completion of Project Stakeholders review of the 60% plans, we will attend a 60% review meeting and a team walkthrough at each site.

Inclusions:

- Revising and progressing the 30% roll plot
- Drainage study for each site
- Title sheet, survey control sheet, demolition plans (1 at each site), site plans (2 at each site), grading plans (2 at each site), drainage/utility plans (4 at each site), plan/profile sheets (2 at each site), a site/utility details sheet, typical sections sheet, landscaping and irrigation plans (4 at each site), traffic signal plans (2 sheets), and site lighting plans (2 at each site)
- ROW exhibits and legal descriptions (2 of each at each site)

- Landscape plant list, ground cover materials, and irrigation product list
- Identify the water and power connection points for the irrigation system design.
- Landscape water use calculations per city standards.
- Begin coordination with self-performing (design and construction) utilities (e.g., gas, power, fiber optic/communication companies)
- Quality control
- Update the cost estimate.
- Complete and submit permitting applications.
- Prepare a draft of the specifications and special provisions.

Assumptions:

- The list/number of estimated plans for the 60% submittal is not exact and may vary slightly.
- Review plan sets will be issued in an electronic PDF format (likely Bluebeam)
- Stakeholders will review plans within 2 weeks of the submittal.
- 60% review meeting and site visit held on the same day.
- ROW acquisition/agreement documents are limited to two exhibits and two legal descriptions for each site (a subdivision plat or amended plat is not included)
- ROW negotiation, acquisition, agreements, and recordings will be completed by UTA.
- Existing wet utility (storm drain, pressurized irrigation, water, and sewer) relocations will be minor (loops/adjustments for bus stops and at tie-ins)

Deliverables:

- 60% design drawings in PDF format (electronic)
- Draft construction specifications and special provisions
- Updated capital cost estimate
- ROW acquisition documents
- 60% review meeting comments

TASK 7 – FINAL DESIGN SUBMITTAL PACKAGE

The work in this task includes refining and updating all previously created designs and plan sheets to a 100% level. Revisions will be made to address the comments received during the 60% design review and updates/refinements will be made to progress all plan sheets and details to a state necessary for construction of the project. Upon completion of Project Stakeholders review of the 100% plans, we will attend a 100% review meeting and perform minor modifications requested from the review meeting to produce a “Released for Construction” plan set and specifications. The work in this task also includes advertising support by answering bid questions related to the design and supporting addenda production.

Inclusions:

- Revising and progressing the 60% plans
- Addition of project notes sheets (2 sheets), horizontal control sheets (4 sheets), drainage/utility sections and profiles (2 sheets), site/utility details sheets (2 more sheets), erosion control plans and details (3 sheets), landscaping and irrigation plans (2 more at

each site), traffic signal plans (3 more sheets), site lighting plans (2 more at each site), and traffic control plans (2 at each site)

- Lighting design for the bus stops and shelters and parking lots with photometrics in select areas
- Power and fiber connections to the bus stops
- COMcheck and lighting controls
- Quality control
- Finalize the cost estimate.
- Prepare final specifications and special provisions.
- Advertisement support

Assumptions:

- The list/number of estimated plans for the 100% submittal is not exact and may vary slightly.
- Review plan sets will be issued in an electronic PDF format (likely Bluebeam)
- Stakeholders will review plans within 2 weeks of the submittal.
- One update of plans after the 100% review meeting is included.
- Signal design will use UDOT standards.
- Lighting renderings; commissioning or testing of electrical lighting, or AV systems or equipment; emergency generator power design for non-life safety; heat trace design; lightning protection system design; photovoltaic power system design; telecommunications backbone and structured cabling design; integrated intrusion detection and car access system design; video surveillance IP camera security system design; intercom/paging system design; clock system design; audio/video system design; LEED design; telephone and computer active electronic equipment; audio/video active equipment design; public safety distributed antenna system design per IFC and NFPA; and neutral host distributed antenna system design are not included
- UTA will assemble the bidding/contracting documents and facilitate the bid advertisement (attending bid-related meetings, providing bid addenda and revised project documents, and assisting with the contractor selection is not included)
- Construction phase services (for items such as attending pre-construction meetings, responding to Requests for Information, and preparing as-built drawings) are not currently included in this scope of work but can be added with a contract modification at UTA's discretion.
- Self-performing utility companies will provide complete design plans and estimates.

Deliverables:

- 100% design drawings in PDF format (electronic)
- Final construction specifications and special provisions
- Final capital cost estimate
- ROW acquisition documents
- 100% review meeting comments
- Stamped and signed "Released for Construction" design drawings.

TASK 8 – PUBLIC OUTREACH

Public outreach support is limited to providing graphics support and summary of project elements and activities to UTA for distribution at their discretion and no hard-copy materials will be prepared.

Inclusions:

- Coordination with UTA and providing project-related graphics and information.

Assumptions:

- UTA will lead public outreach efforts.

Deliverables:

- Public outreach materials in electronic format

RB&G Proposal

November 15, 2023
Ryan Kitchen, P.E., Project Manager
Horrocks Engineers, Inc.
2162 W. Grove Parkway, Suite 100
Pleasant Grove, UT 84062

Re: UTA Utah County Park & Ride Facilities Design – Geotechnical Investigation
Revision 2

Dear Ryan:

In accordance with your request, we are outlining below our revised proposal to perform a geotechnical investigation for the two proposed Utah County Park & Ride facilities for Utah Transit Authority (UTA). This revision includes reduced scope from what was assumed in the previous proposal. The Park & Ride facilities will be located in Saratoga Springs just east of the Jordan River and on the north of Pony Express Parkway, and in Eagle Mountain on the north side of Pony Express Parkway in the power line corridor east of Ranches Parkway. Based on our discussions and the figures included in the SOQ we have assumed the following design features:

- Saratoga Springs:
 - 1.5-acre parking lot
 - Two bus stops on Pony Express Parkway
 - A new traffic signal on Pony Express Parkway
 - Two possible access road options to connect to the future 800 East road
- Eagle Mountain
 - 1.5-acre parking lot
 - Two bus stops on Pony Express Parkway

Recommended geotechnical investigation boring spacing for parking lot pavement designs and related improvements varies in the range of 1 boring per 10,000 to 25,000 square feet.

We have developed our proposed investigation using a boring distribution of about 1 acre, supplemented with Dynamic Cone Penetrometer (DCP) testing such that the total distribution of borings and DCP tests averages approximately 1 per 20,000 square feet. Consistent with our typical investigation approach for pavement design, we propose to drill each boring to a depth of 10 feet below the existing ground surface. DCP tests will typically extend to about 3 feet below the ground surface.

Two additional borings to a depth of 10 ft will be drilled along the proposed roadway alternatives for the Saratoga Springs access roads. One additional boring to a depth of 10 feet and three additional DCP tests will be performed at the bus stop locations (one investigation within each bus stop). A 30 ft boring is planned for the signal location.

The proposed test holes are summarized in the following table:

Location	Feature	Borings	Depth (ft)	Total Depth (ft)	DCP
Saratoga Springs	Parking Lot Pavement	2	10	20	2
	Bus Stops	1	10	10	1
	Signal	1	30	30	
Eagle Mountain	Parking Lot Pavement	2	10	20	2
	Bus Stops	1	10	10	1
Total		7		90	6

Based upon the findings of the field investigations and the results of appropriate laboratory tests, our geotechnical findings, pavement and foundation design recommendations will be presented in a written report. Our proposal to perform the soil investigation based upon the above scope of work is described below.

1. SUBSURFACE INVESTIGATION

We propose to furnish all labor, materials, and equipment to perform the work indicated above. Sampling in the borings will be performed continuously in the upper 5 feet then at three-foot to five-foot depth intervals. The borings will be logged in the field and each sample will be classified visually according to the Unified Soil Classification System. If groundwater is encountered, the depth to the water table will be noted on the boring logs. Temporary slotted pipes will be left in selected borings at each site to measure water levels in the borings at least 24 hours after drilling.

Standard penetration test values will be recorded at each split-spoon sampling depth in the borings. Where cohesive soils are encountered, thin-walled (Shelby) tube samples will be obtained for appropriate laboratory testing.

DCP testing will be performed to a depth of approximately 3 feet, unless refusal is encountered at a shallower depth.

Our proposed scope of work includes time to attend up to 3 internal project coordination meetings as requested.

2. LABORATORY TESTING

The exact type and number of laboratory tests cannot be completely defined until the field investigations have been completed. The anticipated testing program is shown on the attached cost sheet. The testing has been defined in terms of the number, type, and unit cost so that modifications can be made in the total cost for the laboratory testing, depending upon the actual tests performed. No additional tests will be performed without authorization from your organization.

Soil samples not used for laboratory testing will be retained for 60 days following submittal of our geotechnical report, after which they will be discarded unless other arrangements for sample storage are made.

3. ANALYSIS AND REPORT

The results of the field and laboratory tests will be analyzed and summarized in a written report to be submitted electronically. Hard copies will be provided upon request. The information contained in the report will include the following: (1) Geological and Existing Site Conditions, (2) Subsurface Soil and Water Conditions, (3) Foundation Considerations and Recommendations, (4) Site Preparation and Compacted Fill Requirements, (5) Pavement Design Recommendations, and (6) The Results of Field and Laboratory Tests.

The breakdown of costs for each of the tasks identified above is detailed in the attached cost sheet. We have made the following assumptions in developing our cost:

- Permitting fees from Eagle Mountain, Saratoga Springs, and Utah County will be waived,
- Time to coordinate permitting or for access agreements with the city and county will not exceed 4 hours,
- Traffic control for investigations on Pony Express Parkway will be minimal with typical shoulder work setups,
- Pavement design will include a flexible and rigid pavement options using 1993 AASHTO Guide for the Design of Pavement Structures for Flexible Pavements and the 1998 Supplement to AASHTO Guide for the Design of Pavement Structures for rigid pavement, Traffic and structural loads will be provided by others,
- The geotechnical analysis and report will follow the Quality Management Plan included in the SOQ.

Exhibit B – Pricing

23-03780VW Utah County Park & Ride Facilities		
Labor Summary		
Task	Hours	Subtotal
Task 1 - PROJECT MANAGEMENT	398	73,953
Task 2 - DATA COLLECTION	463	57,592
Task 3 - PRELIMINARY ALTERNATIVES DEVELOPMENT	298	53,387
Task 4 - ENVIRONMENTAL FIELD STUDIES	344	39,899
Task 5 - 30% DESIGN SUBMITTAL	193	32,941
Task 6 - 60% DESIGN SUBMITTAL	1,080	153,460
Task 7 - FINAL DESIGN SUBMITTAL PACKAGE	995	143,449
Task 8 - PUBLIC OUTREACH	64	6,742
Total Labor	3,835	\$ 561,424
Escalation		\$ 33,688
Total Direct Expenses		\$ 49,480
Total	3,835	\$ 644,592

Not to exceed \$644,592.

Firm	HORROCKS ENGINEERS		23-03780VW Utah County Park & Ride Facilities														
	Employee	Ryan Kitchen	Trevor Price	Jodi Pearson	Ryan Dummer	Drew Geiger	Cameron Coomes	Caitlyn Nielsen	Daxen Smith	Zach Scott	Mackelle Hendrix	Ashley Dowell	Andrew Booth	Scott Newin	Brett Brady	Kayla Hoover	Josh Jolley
	Title/Role	Project Manager	Lead Designer	Conceptual Design Lead	Civil/Drainage Design Lead	Utilities Coordinator	CAD Designer	CAD Designer	CAD Technician	Landscaping Design Lead	Landscaping CAD Support	Traffic / Signals / MOT Lead	Signal Designer	Traffic Engineer	Structures Design Lead	Structures Design Support	Structures CAD Support
	Basic Hourly Rate (\$)	68.75	69.23	92.30	44.93	69.23	45.91	43.27	34.21	54.57	32.55	69.47	40.86	50.00	91.34	43.92	35.10
169.96%	Overhead (\$)	116.850	117.660	156.870	76.360	117.660	78.030	73.540	58.140	92.750	55.320	118.070	69.450	84.980	155.240	74.650	59.660
11%	Fee (\$)	20.42	20.56	27.41	13.34	20.56	13.63	12.85	10.16	16.21	9.67	20.63	12.13	14.85	27.12	13.04	10.42
	Fully Burdened Rate (\$)	\$206.02	\$207.45	\$276.58	\$134.63	\$207.45	\$137.57	\$129.66	\$102.51	\$163.53	\$97.54	\$208.17	\$122.44	\$149.83	\$273.70	\$131.61	\$105.18
Tasks and Subtasks																	
Task 1 - PROJECT MANAGEMENT		148	28	22	58	8	0	0	0	8	0	12	0	0	0	0	0
	Project Admin/Management (Assume 13 months)	60															
	Project Kickoff Meeting (in person)	6	4	4	6							4					
	Project Team Meetings (bi-weekly for 12 months) (virtual)	48	24	8	48	8				8		8					
	Prepare and Maintain Schedule	16			4												
	Prepare Project Management Plan (PMP)	16		2													
	Prepare Quality Management Plan (QMP)	2		8													
Task 2 - DATA COLLECTION		16	6	2	24	8	0	0	0	2	2	0	2	0	0	0	0
	Data Collection (traffic studies, site/roadway plans/asbuilts, etc.)	6	2		12	4											
	Site Visits	4	4	2	4					2		2					
	Preliminary Aerial Surveys (2 sites)				2												
	Final Topographic Surveys (2 sites)	2			2												
	Preliminary SUE (QLD) (2 sites)																
	Final SUE (QLA/B/C) (2 sites)	2			2	4											
	Geotechnical Investigations & Reports (2 sites)	2			2												
Task 3 - PRELIMINARY ALTERNATIVES DEVELOPMENT		44	18	58	100	12	30	0	16	2	6	2	0	10	0	0	0
	Internal Team Design Meetings (weekly) & Coordination	24	12	16	24	8											
	Develop Initial Concept Layouts (2 sites, 2-3 alternatives/site)	12		24	48		30							8			
	Develop Screening Criteria and Conduct Screening Process	4	4	16	4	4								2			
	Prepare Order-of-magnitude Cost Estimate for each concept	4	2	2	24				16	2	6	2					
Task 4 - ENVIRONMENTAL FIELD STUDIES		2	2	0	6	0	0	0	0	0	0	0	0	0	0	0	0
	Meetings & Coordination	2	2		6												
	Cultural Resources Fieldwork/Reporting																
	Aquatic Resources Fieldwork/Reporting																
	Wildlife Resources Fieldwork/Reporting																
	Section 404 Permitting																
Task 5 - 30% DESIGN SUBMITTAL		22	18	8	40	12	12	0	16	2	0	0	2	12	0	0	0
	Internal Team Design Meetings (weekly) & Coordination	12	6	4	12	4											
	Stakeholder/Utility Coordination	2			8	8											
	Research/Determine Property Boundaries (2 sites)																
	Traffic Safety & Configuration Review				4									12			
	Prepare 30% Roll Plot (2 sites)	6	6		12		12		16								
	Internal QC/QA		4	4													
	Prepare Outline of Specifications/Special Provisions	2	2		4					2			2				

Task 6 - 60% DESIGN SUBMITTAL	50	68	14	190	24	144	56	256	46	62	28	36	4	0	0	0
Internal Team Design Meetings (weekly) & Coordination	24	12	4	24	4				12		6					
Stakeholder/Utility Coordination	2			16	8											
Prepare a Drainage Study (2 sites)		2		24			16	8								
Prepare 60% Drawings (2 sites)	8	12	2	76	2	144	40	232	16	56	8	28	4			
Prepare Permitting Applications				8	8											
Internal QC/QA		24	8		2				4		2					
Prepare LG Agreement Exhibits/Descriptions				2												
Update Cost Estimate	2	2		8				16	2	6	2	4				
Prepare Draft Project Specifications/Special Provisions	2	8		24					4		2	4				
Attend 60% Review Site Visit	6	4		4					4		4					
Attend and Document 60% Review Meeting (in-person)	6	4		4					4		4					
Task 7 - FINAL DESIGN SUBMITTAL PACKAGE	58	76	16	142	10	168	48	212	62	72	30	30	0	0	0	0
Internal Team Design Meetings (weekly) & Coordination	24	12	2	24	2				8		8					
Stakeholder/Utility Coordination	2	2		8	4											
Prepare 100% Drawings (2 sites)	12	12	2	60	2	160	40	172	18	52	8	20				
Internal QC/QA		24	12		2				10		2					
Finalize LG Agreement Exhibits/Descriptions				2												
Update Cost Estimate	2	2		8				16	2	8	2	4				
Prepare Final Project Specifications/Special Provisions	2	4		8					12		2	4				
Attend and Document 100% Review Meeting (in-person)	6	4		4					4		4					
Update 100% Documents for Final Submittal/Advertising	2	8		16		8	8	24	6	12	2	2				
Provide Advertising Support	8	8		12					2		2					
Task 8 - PUBLIC OUTREACH	0	0	0	0	0	0										
Provide Graphics and Other Public Outreach Support																
Labor Subtotals	340	216	120	560	74	354	104	500	122	140	74	68	26	0	0	0
Total Direct Labor	\$70,046.80	\$44,809.20	\$33,189.60	\$75,392.80	\$15,351.30	\$48,699.78	\$13,484.64	\$51,255.00	\$19,950.66	\$13,655.60	\$15,404.58	\$8,325.92	\$3,895.58	\$ -	\$ -	\$ -
Escalation Total	\$ 4,203	\$ 2,689	\$ 1,991	\$ 4,524	\$ 921	\$ 2,922	\$ 809	\$ 3,075	\$ 1,197	\$ 819	\$ 924	\$ 500	\$ 234	\$ -	\$ -	\$ -
Total Labor Budget	\$ 74,250	\$ 47,498	\$ 35,181	\$ 79,917	\$ 16,272	\$ 51,622	\$ 14,294	\$ 54,330	\$ 21,148	\$ 14,475	\$ 16,329	\$ 8,826	\$ 4,130	\$ -	\$ -	\$ -
Direct Expenses																
Mileage (site visits and meetings)																
SUE - Test Holes (Assume 10 in EM, 6 in SS)																
SUE - Traffic Control and Permits																
Geotechnical Investigations and Reporting (RB&G)																
Total Cost	\$ 74,250	\$ 47,498	\$ 35,181	\$ 79,917	\$ 16,272	\$ 51,622	\$ 14,294	\$ 54,330	\$ 21,148	\$ 14,475	\$ 16,329	\$ 8,826	\$ 4,130	\$ -	\$ -	\$ -

Firm	HORROCKS ENGINEERS																		
Employee	Scott Bishop	Joe Carr	Trevor Jensen	Heather Kinsey	Logan Atkinson	Kade Olson	Kylee Olson	Travis Taylor	Ryan Merrill	Kaydee Bugden	Kendrick Kidney	Jackson Koski	Riley Kinsey	Curtis Rhoades	Josh Fenn	Jackson Boss	Victor Peterson	Jerry Slaugh	
Title/Role	RDW Lead	RDW Design Technicia	Survey Lead	Survey Design Technicia	Survey RDW Technicia	Survey CAD Technicia	Survey CAD Technicia	Survey CAD Technicia	SUE Manager	SUE Field Technicia	SUE Field Technicia	SUE CADD							
169.96%	Basic Hourly Rate (\$)	87.98	50.07	69.95	56.49	26.40	40.14	37.95	37.26	27.82	28.75	34.16	21.70	23.87	22.50	59.61	30.24	29.15	46.07
11%	Overhead (\$)	149.530	85.100	118.890	96.010	44.870	68.220	64.500	63.330	47.280	48.860	58.060	36.880	40.570	38.240	101.310	51.400	49.540	78.300
	Fee (\$)	26.13	14.87	20.77	16.78	7.84	11.92	11.27	11.06	8.26	8.54	10.14	6.44	7.09	6.68	17.70	8.98	8.66	13.68
	Fully Burdened Rate (\$)	\$263.64	\$150.04	\$209.61	\$169.28	\$79.11	\$120.28	\$113.72	\$111.65	\$83.36	\$86.15	\$102.36	\$65.02	\$71.53	\$67.42	\$178.62	\$90.62	\$87.35	\$138.05
Tasks and Subtasks																			
Task 1 - PROJECT MANAGEMENT																			
	Project Admin/Management (Assume 13 months)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Project Kickoff Meeting (in person)																		
	Project Team Meetings (bi-weekly for 12 months) (virtual)																		
	Prepare and Maintain Schedule																		
	Prepare Project Management Plan (PMP)																		
	Prepare Quality Management Plan (QMP)																		
Task 2 - DATA COLLECTION																			
	Data Collection (traffic studies, site/roadway plans/asbuilts, etc.)	0	0	16	12	48	52	28	8	8	4	8	4	4	8	16	40	40	64
	Site Visits																		
	Preliminary Aerial Surveys (2 sites)			16		24	28												
	Final Topographic Surveys (2 sites)				12	24	24	28	8	8	4	8	4	4	8				
	Preliminary SUE (QLD) (2 sites)															8			32
	Final SUE (QLA/B/C) (2 sites)															8	40	40	32
	Geotechnical Investigations & Reports (2 sites)																		
Task 3 - PRELIMINARY ALTERNATIVES DEVELOPMENT																			
	Internal Team Design Meetings (weekly) & Coordination	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Develop Initial Concept Layouts (2 sites, 2-3 alternatives/site)																		
	Develop Screening Criteria and Conduct Screening Process																		
	Prepare Order-of-magnitude Cost Estimate for each concept																		
Task 4 - ENVIRONMENTAL FIELD STUDIES																			
	Meetings & Coordination	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Cultural Resources Fieldwork/Reporting																		
	Aquatic Resources Fieldwork/Reporting																		
	Wildlife Resources Fieldwork/Reporting																		
	Section 404 Permitting																		
Task 5 - 30% DESIGN SUBMITTAL																			
	Internal Team Design Meetings (weekly) & Coordination	8	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Stakeholder/Utility Coordination																		
	Research/Determine Property Boundaries (2 sites)	8	16																
	Traffic Safety & Configuration Review																		
	Prepare 30% Roll Plot (2 sites)																		
	Internal QC/QA																		
	Prepare Outline of Specifications/Special Provisions																		

Task 6 - 60% DESIGN SUBMITTAL	8	32	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Internal Team Design Meetings (weekly) & Coordination																			
Stakeholder/Utility Coordination																			
Prepare a Drainage Study (2 sites)																			
Prepare 60% Drawings (2 sites)																			
Prepare Permitting Applications																			
Internal QC/QA																			
Prepare LG Agreement Exhibits/Descriptions	8	32																	
Update Cost Estimate																			
Prepare Draft Project Specifications/Special Provisions																			
Attend 60% Review Site Visit																			
Attend and Document 60% Review Meeting (in-person)																			
Task 7 - FINAL DESIGN SUBMITTAL PACKAGE	2	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Internal Team Design Meetings (weekly) & Coordination																			
Stakeholder/Utility Coordination																			
Prepare 100% Drawings (2 sites)																			
Internal QC/QA																			
Finalize LG Agreement Exhibits/Descriptions	2	8																	
Update Cost Estimate																			
Prepare Final Project Specifications/Special Provisions																			
Attend and Document 100% Review Meeting (in-person)																			
Update 100% Documents for Final Submittal/Advertising																			
Provide Advertising Support																			
Task 8 - PUBLIC OUTREACH	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Provide Graphics and Other Public Outreach Support																			
Labor Subtotals	18	56	16	12	48	52	28	8	8	4	8	4	4	8	16	40	40	64	
Total Direct Labor	\$4,745.52	\$8,402.24	\$3,353.76	\$2,031.36	\$3,797.28	\$6,254.56	\$3,184.16	\$ 893.20	\$ 666.88	\$ 344.60	\$ 818.88	\$ 260.08	\$ 286.12	\$ 539.36	\$2,857.92	\$3,624.80	\$3,494.00	\$8,835.20	
Escalation Total	\$ 285	\$ 504	\$ 201	\$ 122	\$ 228	\$ 375	\$ 191	\$ 54	\$ 40	\$ 21	\$ 49	\$ 16	\$ 17	\$ 32	\$ 171	\$ 217	\$ 210	\$ 530	
Total Labor Budget	\$ 5,031	\$ 8,906	\$ 3,555	\$ 2,153	\$ 4,025	\$ 6,630	\$ 3,375	\$ 947	\$ 707	\$ 366	\$ 868	\$ 276	\$ 303	\$ 571	\$ 3,029	\$ 3,842	\$ 3,704	\$ 9,365	
Direct Expenses																			
Mileage (site visits and meetings)																			
SUE - Test Holes (Assume 10 in EM, 6 in SS)																			
SUE - Traffic Control and Permits																			
Geotechnical Investigations and Reporting (RB&G)																			
Total Cost	\$ 5,031	\$ 8,906	\$ 3,555	\$ 2,153	\$ 4,025	\$ 6,630	\$ 3,375	\$ 947	\$ 707	\$ 366	\$ 868	\$ 276	\$ 303	\$ 571	\$ 3,029	\$ 3,842	\$ 3,704	\$ 9,365	

Firm	HORROCKS ENGINEERS															
	Employee	Garrett Todd	Tracy Olson	Brandon Carrick	Phil Moehle	Doug Jacobson	Aaron Woods	Brianne Murdoch	Nathan Clarke	Mirra Barnes	Marley Madsen	Kate Williams	Tess Fox	Alyssa Apaza	Jordan De Mik	
	Title/Role	SUE Field Lead	SUE Support	SUE GIS Support	SUE Survey Support	Environmental Lead	Cultural Resources	Cultural Resources	Aquatic Resources	Aquatic Resources	T&E and Wildlife Resources	Public Outreach Manager	Public Outreach Specialist	Public Outreach Coordinat	Graphics	
	Basic Hourly Rate (\$)	35.75	26.25	44.72	54.47	39.85	48.09	27.67	42.41	29.00	43.40	35.67	31.25	26.12	34.85	
169.96%	Overhead (\$)	60.760	44.610	76.010	92.580	67.730	81.730	47.030	72.080	49.290	73.760	60.620	53.110	44.390	59.230	
11%	Fee (\$)	10.62	7.79	13.28	16.18	11.83	14.28	8.22	12.59	8.61	12.89	10.59	9.28	7.76	10.35	
	Fully Burdened Rate (\$)	\$107.13	\$78.65	\$134.01	\$163.23	\$119.41	\$144.10	\$82.92	\$127.08	\$86.90	\$130.05	\$106.88	\$93.64	\$78.27	\$104.43	
Tasks and Subtasks																
Task 1 - PROJECT MANAGEMENT		0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Project Admin/Management (Assume 13 months)															
	Project Kickoff Meeting (in person)															
	Project Team Meetings (bi-weekly for 12 months) (virtual)															
	Prepare and Maintain Schedule															
	Prepare Project Management Plan (PMP)															
	Prepare Quality Management Plan (QMP)															
Task 2 - DATA COLLECTION		4	16	4	5	0	0	0	0	0	0	0	0	0	0	
	Data Collection (traffic studies, site/roadway plans/asbuilts, etc.)															
	Site Visits															
	Preliminary Aerial Surveys (2 sites)															
	Final Topographic Surveys (2 sites)															
	Preliminary SUE (QLD) (2 sites)		16	4	2											
	Final SUE (QLA/B/C) (2 sites)	4			3											
	Geotechnical Investigations & Reports (2 sites)															

Task 3 - PRELIMINARY ALTERNATIVES DEVELOPMENT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Internal Team Design Meetings (weekly) & Coordination															
Develop Initial Concept Layouts (2 sites, 2-3 alternatives/site)															
Develop Screening Criteria and Conduct Screening Process															
Prepare Order-of-magnitude Cost Estimate for each concept															
Task 4 - ENVIRONMENTAL FIELD STUDIES	0	0	0	0	76	44	46	76	60	20	0	0	0	0	0
Meetings & Coordination					44										
Cultural Resources Fieldwork/Reporting					8	44	46								
Aquatic Resources Fieldwork/Reporting					8			36	40						
Wildlife Resources Fieldwork/Reporting					8					20					
Section 404 Permitting					8			40	20						
Task 5 - 30% DESIGN SUBMITTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Internal Team Design Meetings (weekly) & Coordination															
Stakeholder/Utility Coordination															
Research/Determine Property Boundaries (2 sites)															
Traffic Safety & Configuration Review															
Prepare 30% Roll Plot (2 sites)															
Internal QC/QA															
Prepare Outline of Specifications/Special Provisions															
Task 6 - 60% DESIGN SUBMITTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Internal Team Design Meetings (weekly) & Coordination															
Stakeholder/Utility Coordination															
Prepare a Drainage Study (2 sites)															
Prepare 60% Drawings (2 sites)															
Prepare Permitting Applications															
Internal QC/QA															
Prepare LG Agreement Exhibits/Descriptions															
Update Cost Estimate															
Prepare Draft Project Specifications/Special Provisions															
Attend 60% Review Site Visit															
Attend and Document 60% Review Meeting (in-person)															
Task 7 - FINAL DESIGN SUBMITTAL PACKAGE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Internal Team Design Meetings (weekly) & Coordination															
Stakeholder/Utility Coordination															
Prepare 100% Drawings (2 sites)															
Internal QC/QA															
Finalize LG Agreement Exhibits/Descriptions															
Update Cost Estimate															
Prepare Final Project Specifications/Special Provisions															
Attend and Document 100% Review Meeting (in-person)															
Update 100% Documents for Final Submittal/Advertising															
Provide Advertising Support															

Task 8 - PUBLIC OUTREACH	0	0	0	0	0	0	0	0	0	0	24	0	0	40
Provide Graphics and Other Public Outreach Support											24			40
Labor Subtotals	4	16	4	5	76	44	46	76	60	20	24	0	0	40
Total Direct Labor	\$ 428.52	\$ 1,258.40	\$ 536.04	\$ 816.15	\$ 9,075.16	\$ 6,340.40	\$ 3,814.32	\$ 9,658.08	\$ 5,214.00	\$ 2,601.00	\$ 2,565.12	\$ -	\$ -	\$ 4,177.20
Escalation Total	\$ 26	\$ 76	\$ 32	\$ 49	\$ 545	\$ 380	\$ 229	\$ 579	\$ 313	\$ 156	\$ 154	\$ -	\$ -	\$ 251
Total Labor Budget	\$ 455	\$ 1,334	\$ 568	\$ 865	\$ 9,620	\$ 6,720	\$ 4,043	\$ 10,237	\$ 5,527	\$ 2,757	\$ 2,719	\$ -	\$ -	\$ 4,428
Direct Expenses														
Mileage (site visits and meetings)														
SUE - Test Holes (Assume 10 in EM, 6 in SS)														
SUE - Traffic Control and Permits														
Geotechnical Investigations and Reporting (RB&G)														
Total Cost	\$ 455	\$ 1,334	\$ 568	\$ 865	\$ 9,620	\$ 6,720	\$ 4,043	\$ 10,237	\$ 5,527	\$ 2,757	\$ 2,719	\$ -	\$ -	\$ 4,428

Firm		HORROCKS ENGINEERS						
	Employee	Heidi Preston	Sharel Copley	Lisa Blackwelder				
	Title/Role	Project Accountant	Administrative Support	Technical Editor	Direct Expense(s)	Totals		
	Basic Hourly Rate (\$)	35.25	31.65	43.43				
169.96%	Overhead (\$)	59.910	53.79	73.810				
11%	Fee (\$)	10.47	9.40	12.90				
	Fully Burdened Rate (\$)	\$105.63	\$94.84	\$130.14				
Tasks and Subtasks						Hours	Budget	
Task 1 - PROJECT MANAGEMENT		24	24	8		340	\$ 61,511	
	Project Admin/Management (Assume 13 months)	24	24			108	\$ 17,172	
	Project Kickoff Meeting (in person)					24	\$ 4,813	
	Project Team Meetings (bi-weekly for 12 months) (virtual)					152	\$ 28,176	
	Prepare and Maintain Schedule					20	\$ 3,835	
	Prepare Project Management Plan (PMP)			4		22	\$ 4,370	
	Prepare Quality Management Plan (QMP)			4		14	\$ 3,145	
Task 2 - DATA COLLECTION		0	0	0		449	\$ 55,010	
	Data Collection (traffic studies, site/roadway plans/asbuilts, etc.)					24	\$ 4,096	
	Site Visits					18	\$ 3,489	
	Preliminary Aerial Surveys (2 sites)					70	\$ 8,890	
	Final Topographic Surveys (2 sites)					136	\$ 14,491	
	Preliminary SUE (QLD) (2 sites)					62	\$ 7,967	
	Final SUE (QLA/B/C) (2 sites)					135	\$ 15,395	
	Geotechnical Investigations & Reports (2 sites)					4	\$ 681	

Task 3 - PRELIMINARY ALTERNATIVES DEVELOPMENT	0	0	0	298	\$ 53,387	Check Hrs	298
Internal Team Design Meetings (weekly) & Coordination				84	\$ 16,750	Check Cost	\$ 53,387
Develop Initial Concept Layouts (2 sites, 2-3 alternatives/site)				122	\$ 20,898		
Develop Screening Criteria and Conduct Screening Process				34	\$ 7,747		
Prepare Order-of-magnitude Cost Estimate for each concept				58	\$ 7,992		
Task 4 - ENVIRONMENTAL FIELD STUDIES	0	0	12	344	\$ 39,899	Check Hrs	344
Meetings & Coordination				54	\$ 6,889	Check Cost	\$ 39,899
Cultural Resources Fieldwork/Reporting			4	102	\$ 11,631		
Aquatic Resources Fieldwork/Reporting			4	88	\$ 9,527		
Wildlife Resources Fieldwork/Reporting			4	32	\$ 4,077		
Section 404 Permitting				68	\$ 7,776		
Task 5 - 30% DESIGN SUBMITTAL	0	0	0	168	\$ 28,524	Check Hrs	168
Internal Team Design Meetings (weekly) & Coordination				38	\$ 7,269	Check Cost	\$ 28,524
Stakeholder/Utility Coordination				18	\$ 3,149		
Research/Determine Property Boundaries (2 sites)				24	\$ 4,510		
Traffic Safety & Configuration Review				16	\$ 2,336		
Prepare 30% Roll Plot (2 sites)				52	\$ 7,387		
Internal QC/QA				8	\$ 1,936		
Prepare Outline of Specifications/Special Provisions				12	\$ 1,937		

Task 6 - 60% DESIGN SUBMITTAL	0	0	0	1,018	\$ 143,468	Check Hrs	1018
Internal Team Design Meetings (weekly) & Coordination				86	\$ 15,813	Check Cost	\$ 143,468
Stakeholder/Utility Coordination				26	\$ 4,226		
Prepare a Drainage Study (2 sites)				50	\$ 6,541		
Prepare 60% Drawings (2 sites)				628	\$ 77,888		
Prepare Permitting Applications				16	\$ 2,737		
Internal QC/QA				40	\$ 8,677		
Prepare LG Agreement Exhibits/Descriptions				42	\$ 7,180		
Update Cost Estimate				42	\$ 5,363		
Prepare Draft Project Specifications/Special Provisions				44	\$ 6,863		
Attend 60% Review Site Visit				22	\$ 4,091		
Attend and Document 60% Review Meeting (in-person)				22	\$ 4,091		
Task 7 - FINAL DESIGN SUBMITTAL PACKAGE	0	0	0	934	\$ 133,208	Check Hrs	934
Internal Team Design Meetings (weekly) & Coordination				80	\$ 14,607	Check Cost	\$ 133,208
Stakeholder/Utility Coordination				16	\$ 2,734		
Prepare 100% Drawings (2 sites)				558	\$ 70,967		
Internal QC/QA				50	\$ 10,764		
Finalize LG Agreement Exhibits/Descriptions				12	\$ 1,997		
Update Cost Estimate				44	\$ 5,558		
Prepare Final Project Specifications/Special Provisions				32	\$ 5,187		
Attend and Document 100% Review Meeting (in-person)				22	\$ 4,091		
Update 100% Documents for Final Submittal/Advertising				88	\$ 11,637		
Provide Advertising Support				32	\$ 5,667		

Task 8 - PUBLIC OUTREACH	0	0	0		64	\$ 6,742	Check Hrs	64
Provide Graphics and Other Public Outreach Support					64	\$ 6,742	Check Cost	\$ 6,742
Labor Subtotals	24	24	20		3,615	521,750	Check Hrs	3615
Total Direct Labor	\$ 2,535.12	\$ 2,276.16	\$ 2,602.80				Check cost	\$ 521,750
Escalation Total	\$ 152	\$ 137	\$ 156			\$ 31,306		
Total Labor Budget	\$ 2,687	\$ 2,413	\$ 2,759	\$ -		\$ 553,057		
Direct Expenses				\$ 49,400		\$ 49,400		
Mileage (site visits and meetings)				\$ 2,100				
SUE - Test Holes (Assume 10 in EM, 6 in SS)				\$ 25,600				
SUE - Traffic Control and Permits				\$ 3,700				
Geotechnical Investigations and Reporting (RB&G)				\$ 18,000				
Total Cost	\$ 2,687	\$ 2,413	\$ 2,759	\$ 49,400		\$ 602,457		

Firm	SPECTRUM ENGINEERS		23-03780VW Utah County Park & Ride Facilities							
	Employee						Direct Expense(s)	Totals		
	Title/Role	Project Manager	Principal Engineer	Project Engineer	BIM Modeler	Systems Consultant				
	Basic Hourly Rate (\$)	95.00	70.00	55.00	35.00	50.00				
164.37%	Overhead (\$)	156.150	115.060	90.400	57.530	82.190				
11%	Fee (\$)	27.63	20.36	15.99	10.18	14.54				
	Fully Burdened Rate (\$)	\$278.78	\$205.42	\$161.39	\$102.71	\$146.73				
Tasks and Subtasks								Hours	Budget	
Task 1 - PROJECT MANAGEMENT		24	6	28	0	0		58	\$ 12,442	Check Hrs 58
	Project Admin/Management (Assume 13 months)	16		16				32	\$ 7,043	Check Cost \$ 12,442
	Project Kickoff Meeting (in person)	2						2	\$ 558	
	Project Team Meetings (bi-weekly for 12 months) (virtual)	6	6	12				24	\$ 4,842	
Task 2 - DATA COLLECTION		2	2	10	0	0		14	\$ 2,582	Check Hrs 14
	Data Collection (traffic studies, site/roadway plans/asbuilts, etc.)	1	1	6				8	\$ 1,453	Check Cost \$ 2,582
	Site Visits	1	1	4				6	\$ 1,130	
Task 5 - 30% DESIGN SUBMITTAL		5	5	7	7	1		25	\$ 4,416	Check Hrs 25
	Internal Team Design Meetings (weekly) & Coordination	2		2				4	\$ 880	Check Cost \$ 4,416
	Prepare 30% Roll Plot (2 sites)	1	4	4	6	1		16	\$ 2,509	
	Internal QC/QA	1	1	1	1			4	\$ 748	
	Prepare Outline of Specifications/Special Provisions	1						1	\$ 270	
Task 6 - 60% DESIGN SUBMITTAL		9	10	15	25	3		62	\$ 9,992	Check Hrs 62
	Internal Team Design Meetings (weekly) & Coordination	2	2	4				8	\$ 1,614	Check Cost \$ 9,992
	Prepare 60% Drawings (2 sites)	1	4	8	24	3		40	\$ 5,297	
	Internal QC/QA	1	1	1	1			4	\$ 748	
	Update Cost Estimate		1	1				2	\$ 367	
	Prepare Draft Project Specifications/Special Provisions	1	2	1				4	\$ 851	
	Attend 60% Review Site Visit	2						2	\$ 558	
	Attend and Document 60% Review Meeting (in-person)	2						2	\$ 558	
Task 7 - FINAL DESIGN SUBMITTAL PACKAGE		9	14	14	21	3		61	\$ 10,241	Check Hrs 61
	Internal Team Design Meetings (weekly) & Coordination	2	2	4				8	\$ 1,614	Check Cost \$ 10,241
	Prepare 100% Drawings (2 sites)	4	6	8	20	3		41	\$ 6,133	
	Internal QC/QA	1	1	1	1			4	\$ 748	
	Update Cost Estimate		1					1	\$ 205	
	Prepare Final Project Specifications/Special Provisions	1	1	1				3	\$ 646	
	Attend and Document 100% Review Meeting (in-person)		2					2	\$ 411	
	Update 100% Documents for Final Submittal/Advertising	1	1					2	\$ 484	
LABOR SUBTOTALS		49	37	74	53	7		220	\$ 39,674	Check Hrs 220
	Total Direct Labor	\$ 13,660.22	\$ 7,600.54	\$ 11,942.86	\$ 5,443.63	\$ 1,027.11				Check Cost \$ 39,674
	Escalation Total	\$ 820	\$ 456	\$ 717	\$ 327	\$ 62			\$ 2,382	
Total Labor Budget		\$ 14,480	\$ 8,057	\$ 12,660	\$ 5,771	\$ 1,089	\$ -	\$ -	\$ 42,057	
Direct Expenses							\$ 80		\$ 80	
	Mileage (site visits and meetings)						\$ 80			
Total Cost		\$ 14,480	\$ 8,057	\$ 12,660	\$ 5,771	\$ 1,089	\$ 80	\$ -	\$ 42,137	



11/15/2023

PROJECT UTA Utah County Park & Rides
 Eagle Mountain and Saratoga Springs
 See Geotechnical Investigation Proposal with the above date for description of scope.
 Costs and unit rates shown are valid for 90 days from the proposal date.

1. Subsurface Investigation

DESCRIPTION	UNIT	RATE	AMOUNT
Internal Project Coordination Meetings	6 hrs	\$ 160.00	960.00
Drill Rig Plus Crew	18 hrs	\$ 230.00	4,140.00
Drill Crew Travel	1 hrs	\$ 145.00	145.00
Professional Geologist	9 hrs	\$ 135.00	1,215.00
Staff Engineer or Geologist	20 hrs	\$ 100.00	2,000.00
Engineer / Geologist Mileage	180 miles	\$ 0.66	118.80
Support Equipment (truck & water trailer)	2 days	\$ 110.00	220.00
Materials Technician	8 hrs	\$ 60.00	480.00
DCP Equipment	6 each	\$ 25.00	150.00
Permitting / Access Coordination	4 hrs	\$ 160.00	640.00
Traffic Control		estimated	500.00
Drilling Supplies		estimated	500.00
<i>Subsurface Investigation Sub Total</i>			<i>11,068.80</i>

2. Laboratory Testing

DESCRIPTION	UNIT	RATE	AMOUNT
Classification Tests (Gradation or Plasticity)	14 ea	\$ 80.00	\$ 1,120.00
Unconfined Compression	2 ea	\$ 80.00	160.00
Consolidation Tests (including collapse/swell)	2 ea	\$ 110.00	220.00
Proctor	4 ea	\$ 130.00	520.00
One-Point CBR	4 ea	\$ 130.00	520.00
Electro Chemical (pH, resistivity, sulfate, chloride)	2 sets	\$ 160.00	320.00
<i>Laboratory Testing Sub Total</i>			<i>2,860.00</i>

3. Analysis & Report

DESCRIPTION	UNIT	RATE	AMOUNT
Principal Engineer V	1 hrs	\$ 190.00	\$ 190.00
PE IV	8 hrs	\$ 160.00	1,280.00
PE II	6 hrs	\$ 130.00	780.00
Staff Engineer	8 hrs	\$ 100.00	800.00
Lab Manager	5 hrs	\$ 125.00	625.00
Draftsperson	5 hrs	\$ 75.00	375.00
<i>Analysis and Report Sub Total</i>			<i>4,050.00</i>

TOTAL
\$ 17,978.80