

PROFESSIONAL SERVICES AGREEMENT

UTA CONTRACT

23-03782VW TTEC Design Service

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 CRSA Architects (“Contractor”).

RECITALS

WHEREAS, UTA desires to hire professional services for TTEC Design Services

WHEREAS, On September 28, 2023, UTA issued Request for Proposal Package Number 23-03782VW (“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 Contractor as the preferred entity with whom to negotiate a contract to perform the Work.

WHEREAS, Contractor 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. Contractor 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, Contractor shall furnish all the labor, material and incidentals necessary for the Work.
- b. Contractor 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. Contractor 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. Contractor shall furnish only qualified personnel and materials necessary for the performance of the Work.
- e. When performing Work on UTA property, Contractor shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.

2. MANAGEMENT OF WORK

- a. Contractor's Project Manager will be the day-to-day contact person for Contractor 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 Contractor 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. Contractor 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. Contractor 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. Contractor 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 Contractor of its responsibility to comply with the Contract requirements.
- e. UTA will have the right to inspect, monitor and review any Work performed by Contractor 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 Contractor 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, Contractor 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 Contractor 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 Contractor's or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Contractor.

4. PERIOD OF PERFORMANCE

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. Contractor shall complete all Work no later than December 31, 2026. This guaranteed completion date may be extended if Contractor and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Contractor 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 Contractor 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 Contractor 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 Contractor 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) Contractor 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 Contractor 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 Contractor 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. Contractor '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. Contractor 's Bid or Proposal including proposed terms or conditions.

Any Contractor /contractor 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) Contractor'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 Contractor 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 Contractor to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Contractor without such written authority shall be at Contractor's sole risk. Contractor shall not be entitled to rely on any other manner or method of direction.
- c. Contractor 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 Contractor based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Contractor must give UTA's Project Manager or designee written notice stating:
 - A. The date, circumstances, and source of the change; and
 - B. That Contractor regards the identified item as a change in Work giving rise to an adjustment in this Contract.

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

- d. As soon as practicable, but in no event longer than 30 days after providing notice, Contractor 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 Contractor'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. Contractor 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. Contractor shall submit invoices to PM David Osborn at dosborn@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
 - i. Contractor 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 Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to PM David Osborn at dosborn@rideuta.com. Invoices not submitted electronically will 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 PM David Osborn at dosborn@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 Contractor 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 Contractor , Contractor 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 Contractor s, agent, officers, directors, employees, joint owners, affiliates and contractor s.

11. USE OF SUBCONTRACTORS

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

12. KEY PERSONNEL

Contractor shall provide the key personnel as indicated in Contractor'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.

Kathy Wheadon, AIA, NCARB, LEED AP

Laura Smith, AIA, LEED AP, WELL AP

Kenneth Wheadon, AIA, NCARB, LEED AP

If the contractor 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 Contractor , require Contractor 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, Contractor 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, Contractor 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 Contractor's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Contractor 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 Contractor . If the Contract is terminated for convenience, UTA shall pay Contractor : (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 subcontractor 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. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.

b. **FOR DEFAULT:**

If Contractor (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 subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor 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 Contractor s or UTA’s own forces, in which event Contractor 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.

CONTRACTOR ’S POST TERMINATION OBLIGATIONS:

Upon receipt of a termination notice as provided above, Contractor 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. Contractor 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 Contractor ’s final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (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, Contractor 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 Contractor prior to termination.

15. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

Contractor 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. Contractor shall also retain other books and records related to the performance, quality or management of this Contract and/or Contractor ’s compliance with this Contract. Records shall be retained by Contractor 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. Contractor agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractors 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 Contractor or subcontractor under this Contract are considered confidential and shall not be made available to any person, organization,

or entity by Contractor without consent in writing from UTA. If confidential information is released to any third party without UTA’s written consent as described above, contractor 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 Contractor by a third party who is not under a confidentiality obligation.
 - C. Information developed by or in the custody of Contractor before entering into this Contract.

- D. Information developed by Contractor 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.

Contractor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Contractor’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

Contractor 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 acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of the failure of such Contractor to conform to federal, state, and local laws and regulations. If an employee of Contractor, a subcontractors, 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, Contractor’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 Contractor 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 Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractor and Contractor is free to purchase additional insurance as may be determined necessary.

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

- 1. Commercial General Liability – Occurrence Form

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

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

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

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

2. Automobile Liability

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

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor , including automobiles owned, leased, hired or borrowed by the Contractor ".

3. Worker's Compensation and Employers' Liability

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

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

4. Professional Liability (Errors and Omissions Liability)

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

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

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

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

1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Contractor . Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the Contractor ’s assessment of the exposure for this contract; for their own protection and the protection of UTA.
2. The Contractor 's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Contractor and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Contractor ’s insurance shall be primary with respect to any insurance carried by UTA. Contractor will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.

- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).
- D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE: Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements are to be sent to utahta@ebix.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract. All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at utahta@ebix.com. The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.
- F. SUBCONTRACTOR S: Contractor s' certificate(s) shall include all subcontractor as additional insureds under its policies or Subcontractor shall maintain separate insurance as determined by the Contractor , however, Subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Sub-Contractor 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-Contractor s. Utah Transit Authority must be scheduled as an additional insured on any sub-Contractor policies.
- G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the Office of General Counsel, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

20. OTHER INDEMNITIES

- a. Contractor 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 Contractor 's performance under this Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor 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, Contractor shall, at its expense and through mutual agreement between the UTA and Contractor , either procure for UTA any necessary

intellectual property rights, or modify Contractor 's services or deliverables such that the claimed infringement is eliminated.

- b. Contractor 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 Subcontractors 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 Contractor or its Subcontractors of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, Contractor , 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 Contractor 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 Contractor 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 Subcontractor, Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

21. INDEPENDENT CONTRACTOR

Contractor is an independent contractor 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. Contractor 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 Contractor 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 Contractor 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, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.
- c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.
- d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

Level of Authority	Time Limit
UTA's Project Manager/Contractor 's Project Manager	Five calendar days
UTA's Chief Capital Services Officer/Contractor's Vice President	Five calendar days

UTA's Executive Director/Contractor's President

Five calendar days

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

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

24. GOVERNING LAW

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

25. ASSIGNMENT OF CONTRACT

Contractor 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: Vick Woodward
669 West 200 South
Salt Lake City, UT 84101

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

If to Contractor:
CRSA
175 S Main St. STE 300
Salt Lake City, UT 84111

- b. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which

was not properly communicated shall not defeat or delay the giving of a notice. Either party may change the address at which such party desires to receive written notice by providing written notice of such change to any other party.

- c. Notwithstanding Section 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 CONTRACTOR EMPLOYEES AND SUBCONTRACTORS UNDER DESIGN AND CONSTRUCTION CONTRACTS

- a. The following requirements apply to the extent that the Contractor 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) Contractor has a subcontract at any tier that involves a sub-contractor 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. Contractor shall, prior to the effective date of this Contract, demonstrate to UTA that Contractor has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Contractor's employees and the employee's dependents during the duration of this Contract.
- c. Contractor shall also demonstrate to UTA that subcontractors 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 subcontractor'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

Contractor 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.

37. AMENDMENTS

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

38. 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.

39. 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:

CONTRACTOR :

DocuSigned by:

By: 988BD82A9619431...
Kathy Wheadon,
Vice President

Date: 1/22/2024

Fed ID# 87-0397622

By:
David Hancock
Chief Service Development Officer

Date:

DocuSigned by:
By: *Laura Smith* Date: 1/22/2024
58204B49A6C24FF...
Laura Smith
AIA, LEED AP, WELL AP, CRSA

Approved as to Content and Form

DocuSigned by:
By: *Mike Bell*
70E33A415BA44F6...
Mike Bell, AAG State of Utah
And UTA Legal Counsel

Date: 1/22/2024

Reviewed & Recommended

By:
David Osborn,
UTA Project Manager

Date:

Appendix A - Scope of Work

CRSA will assist UTA in developing the scope, schedule, and budget for the Project outlined herein and by their scope of services included in this contract.

The general scope of work for the Transit Technical Education Center (TTEC) services includes, but is not limited to the following:

- Schematic design phase to assess the needs and identify the layout, primary elements, and costs of the building.
- Design development phase to advance the design and provide a probable construction cost estimate. During this phase the consultant will submit the Predevelopment Application the City for review and comments.
- Construction documents phase to include the required drawings, specifications, and detailed cost estimate to bid the project to prospective consultants. This phase will also include assisting UTA with obtaining the necessary building permits.
- Bidding phase services to include assisting in advertising of the project for bids, responding to bidder's questions, preparing clarifications or addenda as required, reviewing the bids, and recommending award of the construction contract.
- Construction phase services to include attending construction meetings; making period visits to the site to observe the progress and quality of the work to determine if the work is proceeding in accordance with the Contract Documents; consulting with UTA and issuing all instructions to the consultant; reviewing or preparing change orders as required, responding to RFIs; checking and approving samples, shop drawings, tests of material and equipment for compliance with the design concept; conducting substantial and final inspections of the project; and preparation of as-built drawings and any other services identified by CRSA to assist UTA in the construction of the Project.

During this effort CRSA will continue to work directly with the UTA team to meet your goals. CRSA's approach sets aside 12 weeks for each schematic design and design development, and 16 weeks for construction documents, allowing us to be ready for a Fall 2024 construction start. CRSA know this will be a well-paced effort, which CRSA and the entire team are committed to serving UTA.

Design Effort

The TTEC design effort will be a detail-level endeavor to transform scoping decisions into the construction documents needed to confirm the project cost model and to present to the UTA board a project that meets UTA's needs and budget. For the next ten months CRSA will meet bi-weekly as a leadership team, alongside you and your colleagues. In addition, CRSA will meet on opposite weeks with our consulting engineers to ensure CRSA are making the smartest design decisions and coordinating efforts for a high-quality set of construction documents. At the end of each phase our cost estimator will take one week to provide a detailed cost estimate, which CRSA will review along with design documents and facilitate needed value engineering to align the design and budget. CRSA's final deliverables, drawings and specifications, will be ready for bid in Fall 2024. A summary of work efforts is attached, title Scope of Work Narrative, which details the design and construction administration efforts as well as proposal exclusions. Thus, the design effort for TTEC will include:

- Designing site electrical upgrades in coordination with the MOW Training Yard electrical infrastructure efforts, under a separate task order.
- Facilitating the engagement of all-hands in design and review, including but not limited to: training and development, facilities, safety and security, information technology, capital development (E&E), capital construction and the MOW Training Yard team.
- CRSA will manage the QA/QC effort; run phase-end design review sessions; document, review, and incorporate design comments and coordinate between CRSA's engineers and UTA.
- Provide a detailed review and coordination of site utilities, including: water service and any needed rerouting or upgrades, natural gas connections and needed upgrades, coordinating sewer and storm drain capacity with UTA, manage the replacement of the oil/water separator, work with the MOW Training Yard team to determine delivering UTA fiber to the building, determine if necessary infrastructure is in place for emergency communications.
- Participate in the environmental review, led by the UTA team, with FTA coordination. CRSA will provide materials as needed to support these efforts.
- CRSA will support UTA with SSLC coordination on plan reviews and utility coordination with SSLC and SLC.
- The CRSA will develop the final landscape, parking and lighting plan for the project area.
- The CRSA team will determine what concrete paving areas in the yard can be saved and plan for where repairs are needed.
- CRSA will develop final design (drawings and specifications) for the TTEC building and project site area. Our work will include: architectural, civil, structural, mechanical, electrical, landscape and furniture, cost estimating, and fixture and equipment (FF&E) design and installation management.
- CRSA will provide construction administration services.
- Construction Documents deliverables due to UTA Fall 2024

CRSA will extend contracts to our civil, mechanical, electrical, structural engineers, landscape architect, FF&E designers and cost estimator. Each will be involved in the design effort, so that CRSA can much more accurately estimate the project scope, budget, and schedule, which CRSA will present to UTA.

This work includes limited site development efforts, and thus CRSA have not included a geotechnical engineer or site surveyor in our team. If additional work is needed to fully develop a design and cost approach to the project, please let us know and CRSA will expand our scope of work as needed.

UTA is managing the parallel effort for design and permitting of the MOW Training Yard design team. CRSA will include them in all design, coordination, review and construction administration efforts in an effort to coordinate and cross-check work.

UTA Transit Technical Education Center (TTEC) Project Narrative | CRSA

The continued growth and development of the Technical Transit Education program is dependent on the creation of a permanent home for the program. UTA intends to capitalize on an underutilized property in South Salt Lake City in which to develop a facility to support the program. A parallel project, the UTA Rail Maintenance Training Program site development, supports the site's use as an education campus.

The scope of work for the next project phase is to complete design for build out, as defined in the Scoping Report as Option 1.

Existing Conditions | The project consists of the renovation of a 1970's semi-truck maintenance garage and its immediate site for use as the Technical Transit Education Center (TTEC). The approximately 16,900 square foot structure consists of concrete bearing walls, which may have been poured in place or tilt-up panels, an interior masonry bearing wall, and an interior structure forming the existing office area is constructed of steel columns and beams. The roof structure is open web joists with wood top and bottom cords, plywood decking. The roofing membrane has significantly aged and it is anticipated it will need patch/repair, and it is likely that it will need a re-roofing effort. The ground floor is concrete slab on grade. The existing building's envelope is in good condition, less its existing window and door systems, which have reached the end of their useful life. Aged mechanical, electrical, and telephone systems need to be replaced. The existing wet pipe fire sprinkler system needs to be upgraded to meet code requirements for the building's new use and seismic criteria. The site is paved in concrete, which is in good condition, requiring only minor patching and repair. An existing sand/oil separator buried on site needs replacement. With the expansion of services in the building and on site, electrical service will need to be expanded to serve the TTEC Building and MOW rail training yard. Water and gas service appears to be fed across a neighboring private property (not the road right-of-way) and may require an easement be placed on the neighboring property to continue to protect these services. The owner provided survey shall be expanded to include this area.

Proposed Renovation Efforts

Site | The development area for the Transit Technical Education Center (TTEC) site is the southernmost paved area as defined in the Scoping Study. The project will impact approximately 80' to the north of the existing building and south of the building to the fence on the south property line, and to fence lines to the east and west. Site development goals are as follows: retain existing concrete paving as needed to support access to the building, site circulation by UTA and emergency vehicles, and support future staff/student parking. Site work will endeavor to respect the existing site grading to preserve existing storm water collection points.

Site Utilities | UTA's civil engineer served as a resource to develop and test design concepts for TTEC and cross-coordination with the Rail Maintenance Training Program site development during the scoping effort. An independent civil firm will join the team during the design effort to manage work, including: verifying that the existing snout for sand/oil separation that discharges into the storm drainage ditch meets the City's drainage system requirements; coordinating the replacement of the existing sand/oil separator with the CRSA's mechanical engineer; coordination with landscape architectural elements (new paving, seating areas, landscape); site circulation routing to accommodate large vehicle circulations and parking areas; and coordination with CRSA's electrical team on the site lighting, security/fencing, etc. With the expansion of services in the building and on site, electrical service will need to be expanded to serve the TTEC Building and MOW rail training yard. Water and gas service appears to be fed across a neighboring private property (not a road right-of-way) and may require an easement be placed on the neighboring property to continue to protect these services.

Landscape Architecture | The design effort for the landscape architecture is focused on the retention of site paving around the existing building, other than to accomplish these specific design priorities: the addition of landscape areas at the southwest corner of the site,

new landscaped plaza with outdoor seating and a freestanding covered canopy at the southwest corner, plantings along the west façade, and new entry plaza at northwest corner of the TTEC building, the development of parking areas and drive aisles at the perimeter of the building, and recreation areas at the perimeter of the existing building to support collaboration and community building. The landscape architect will work closely with UTA and respond to the site demands of the rail training yard site and structures in the continued development of the TTEC site design.

Building Architectural | This project will consist of the renovation of the existing building to accommodate TTEC educational teams, including Bus, TRAX (light rail), and FrontRunner (heavy rail) maintenance education and training teams. The scoping effort allowed the team to develop renovation approaches to replace outdated, worn and/or unneeded facilities in an effort to develop necessary office, classrooms, shops, storage and training facilities. The selected renovation approach represents a spare or “right-sized” model to exterior-finish upgrades and interior upgrades.

Exterior renovation and new design elements include establishing a new exterior aesthetic over the existing concrete panels. One approach would be to add screening panels, affixed to a structural system independent of the existing building, as well as painting all existing exterior surfaces, adding new entry doors and windows, replacing existing overhead doors and windows, and creating new enclosures where overhead doors will be eliminated. CRSA will incorporate UTA branding on the building’s exterior, on a monument sign located on or off site, and within the building’s entry.

The development of an efficient interior support space including: the use of two bays for a new entry lobby, break room, locker/shower area, and classrooms on level one, and offices, collaboration and meeting space, support spaces on level two, and the addition of an interior stair. The remaining bays will support hands-on instruction to be held in six shop bays and one former paint-booth addition. These spaces will support training for Bus (3 bays), TRAX (1 bay) and FrontRunner (1 bay) maintenance programs. Shop bays will be kept open to structure, allowing for the addition of service elements (radiant heating, utility drops, fall protection in one bus bay, new lighting, etc.), as well as access to support spaces. Support space includes one bay dedicated to a classroom, equipment storage, and welding/work room with a mezzanine over the storage room, and one bay for storage and possible future program expansion. Work will include the addition of skylights, new egress door(s) and interior finishes to increase acoustic control.

Building Structural | The design team will endeavor to limit new loading impacts to the existing structure, as new impacts may require more extensive modeling of impacts to the existing structure and more extensive required renovations to meet the code. Thus, the CRSA team will attempt to limit additional loads to the roof and wall structure to less than 5% additional load (as loads in excess will require additional structural investigation and modeling). Proposed work is anticipated to include: the demolition of the existing office structure (west end of building), increasing openings through existing exterior walls to accommodate windows and doors, expanding a set of exterior door openings to accommodate large coaches in one bay, adding a mezzanine above a central bay to support long-term storage, adding a larger office/classroom area to two western bays, adding needed openings in structure for new egress points, the infill of some overhead door locations where they are no longer needed with stud walls with appropriate exterior/interior finishes. During the design effort, limited destructive demolition will need to occur to

confirm slab thickness to ensure carrying capacity of the slab, locating the proper areas for placement of future sites to anchor the walls to the roof and floor diaphragms, and as needed to sufficiently determine structural elements that are currently unobservable. The extent of work tying existing to new structure is included in the design effort, while replacing the existing garage floor slab is not. New fall protection will be added to one bay of the garage/shop. A new un-enclosed exterior stair will be added to the north façade and a new entrance canopy will be added to the southern façade.

Seismic Investigation | Per UTA's request, Calder Richards Consulting Engineers (CRCE) will provide some additional investigation and rehabilitation design to address potential seismic upgrades. This should not be construed as a full seismic upgrade to the building, which is not required. CRCE will present a list of items that UTA may have done on a voluntary basis to help positively augment the building seismically. CRCE proposes to provide these services for an additional fee of \$20,000 for design and \$6,000 for construction administration, both to be done on an hourly-not-to-exceed basis. This fee is based on some basic assumptions by CRCE. Should site investigations find, either during the design or construction phases, that actual conditions differ significantly from those original assumptions, these fees may need to be renegotiated. CRCE will only proceed as directed by UTA.

Building Mechanical | Existing mechanical systems have all met the end of their useful life and will be removed and replaced. The extent of this effort includes designing the following: new HVAC systems for both the office and shop areas, new plumbing, compressed air, and domestic water systems. The design team will attempt to retain the existing shop floor slopes and trench drain systems and limit their modification. The existing wet pipe fire sprinkler system will be upgraded to meet the new needs of the building and any code requirements. CRSA's mechanical team will be responsible for coordinating with the civil engineer to replace the existing sand/oil separator as needed. HVAC systems will be designed to be connected to and controllable through UTA's BAS.

Building Electrical | The design effort will be split into two efforts, with the first revolving around updating site utilities and the second focused on building utilities. UTA has approved a Site Electrical project that will allow UTA to pre-order electrical gear in an effort to combat long lead times and have equipment on site for a construction start in early 2024. There will be no photovoltaic systems included as part of this scope of work. This project will replace an existing electrical service within the building, including disconnects, general power distribution, controllers, wiring devices, raceways, and associated wiring. A new electrical distribution equipment room is accounted for on the shop mezzanine. All existing light fixtures and controls will be replaced both interior and exterior and new emergency lighting will be installed per code. All new telecommunications systems will be installed, including new service feeds to the building through the existing pathway. A new fire alarm system and annunciation will be installed throughout the facility. New card access, CCTV and intrusion detection systems will be installed based on UTA requirements. A new communications/data room will be constructed. IT system design will be coordinated with UTA with a plan to reuse data racks and runways. The design team will work with the contractor to determine if a public safety distributed antenna system (DAS) is warranted through testing of radio signal strength. If a system is required, the CRSA will negotiate an additional service agreement. A two-way communication system will be developed to support the elevator installation and operations. Audio and visual systems will be

developed to support the instruction and collaboration needs of building users, and will primarily consist of media solutions including monitors, projection systems, DVD/VCR players, document cameras, and touch panel systems for control of audio, visual and lighting systems. Lighting systems will be designed to be connected to and controllable through UTA's BAS. Lightning protection will be included in the design.

Exclusions & Clarifications

CNG Bus Service | CRSA and its team have made no provisions to meet building code requirements needed for the service/storage of CNG buses/coaches within the facility. UTA has determined that no CNG buses will be introduced at this site for either storage or maintenance training. Should this change, CRSA and UTA will develop an approach acceptable to respond to existing code requirements. If the effort results in an increase in the contracted scope of work, CRSA and UTA will negotiate a Change Order (CO) and an additional services agreement.

Phased Construction | It is anticipated that the project will be delivered as a design/bid/build project and delivered in one continuous construction effort. If the project's construction is phased, or shall UTA desire a phased construction effort managed by a CM/GC team, CRSA and its team will review any additional efforts that exceed the original contract with UTA and negotiate an additional services agreement to cover additional efforts/costs.

Major Changes & Change Orders | CRSA will support the design and construction administration effort by working to deliver a project that meets UTA's budget. Shall UTA choose to make significant changes to the project budget requiring redesign, CRSA will work with UTA to develop a new scope of work and develop an additional services proposal to cover the owner requested effort.

Additive/Deductive Alternates | CRSA anticipates that the scope of work for this project is defined by the Scoping Report as Option A. The CRSA team understands that UTA may desire to do less work than defined, as such CRSA will support moving some work into a set of additive or deductive alternates within the bidding documents to support the effort of delivering the project to the UTA's established budget at no additional cost.

DAS System | It is unknown whether a DAS System will be needed. The design team will work with the contractor to determine if a public safety distributed antenna system (DAS) is warranted through testing of radio signal strength during construction. If a system is required, the CRSA will negotiate an additional service agreement for the design/CA effort.

Photovoltaic Systems | No current PV is planned to be implemented in the TTEC renovation effort due to cost constraints. Shall UTA desire to either plan and/or design for a future system the design team will craft a scope of work which matches UTA's needs and provide a commensurate fee proposal for the effort.

Extensive Coordination or Rerouting of Existing Utility Systems | It is known that water and gas services are supplied across a neighboring, privately held property. The

CRSA team will continue to work with the utility provider to ensure continuity of service, but if any conflicts arise with the property owner CRSA will leave communications, easements, etc. in the hands of UTA to negotiate.

Seismic Upgrade | The design team has reviewed the project and developed the design approach in light of requirements of the Existing Building Code. There are provisions within the code where our efforts may trigger further structural investigation to understand the capacity of the existing structural systems and report how the project complies with code provisions allowing for no seismic upgrade.

CRSA and its structural engineer have noted in the Scoping Report that the project should endeavor to limit new loads to the existing roof and wall systems, make limited modification to existing structural systems (i.e. new openings), and craft stronger structural connects to support the building's seismic responsiveness. In the end, the building official makes the final determination whether a seismic upgrade is required. The CRSA shall work closely with the code official to reduce this possibility. If further investigation, analysis, and retrofit design is needed, CRSA will negotiate each step as an additional service contract modification with UTA.

Storm Water Management | UTA has noted that South Salt Lake City (SSLC) would like to comprehensively understand the storm water management issue related to the entire site. SSLC may ask the UTA to model storm water management issues on site and explore storm water mitigation plans for the entire site – such as on-site detention and/or retention. During the Scoping Effort, the UTA civil team was managing these efforts, and will continue to do so for the MOW Training Yard. CRSA's civil team will explore SSLC's goals and requirements, work with UTA and SSLC to document existing conditions, and develop a storm water mitigation plan for the TTEC portion of the site only. The long-term storm-water management plan and storm water management master plan is not included in CRSA's scope of work.

Appendix B – Price

Fee Proposal	\$ 946,906
CRSA, Architecture	\$ 675,320
CRSA Consultants	\$ 271,586
Meridian, Civil Engineer	\$ 26,209
Calder Richards, Structural	\$ 103,761
Envision, Electrical	\$ 70,848
B&D, Mechanical	\$ 58,986
Parametrix, Cost Estimating	\$ 11,782

Pricing total not to exceed \$946,906.

The loaded labor rates contained in this Exhibit B shall be eligible for annual escalation of no more than 3% annually provided Consultant provides adequate supporting data to UTA. The first adjustment period shall be no earlier than 12 months after execution of the contract. Rates shall be basic direct hourly rate, with overhead and fee. Rates may be reviewed annually on the anniversary of the original contract effective date, provided that the Consultant provides 60-days advance written notice. Escalation will not change the not to exceed amount of \$946,906.

DESIGN DEVELOPMENT PHASE	Project oversight and management	3	9		18		15	2	3	3	2	10	3	4	1
	All-hands design coordination with stakeholders (Training & Delv, Fac, S&S, E&E, Cap Dev, MOW)	8	12	8	24		12		4	8	8	12		8	
	Training and Development														
	Facilities														
	Safety and Security														
	Information Technology														
	Capital Development (E&E)														
	Capital Construction														
	MOW Training Yard Team														
	Site Utility Design		4		4		4		4		10		2		1
	Site Utility Coordination of Natural Gas										4				
	Sewer & Storm Drain Capacity										2				
	Oil/Water Separator Replacement Design Reqr.										2				
	Site Design / MOW Coordination		4		4		4	4	2		6				1
	Emergency Communications Design & Coordin.		2		2		2						2		
	SSLC Plan & Utilities Review Coordination		4		4	4	4		2		5	5	1		1
	Site Design - landscape, parking, lighting		2		2		2		25		1	4	2		2
	Architectural Design	20	76	66	122	48	221		4						
	Electrical, IT & AV Design		4		8		24						46		
	Mechanical Design		4		8		16								37
	Structural Design		4		4		8					155			
	Seismic Rehabilitation Investigation											40			
	Civil Design		2		2	4	4								
	Environmental Review (support UTA efforts)	2	8		4		16								
Bi-weekly Consultant Coordination Meetings	6	16	16	16		32				8	8	8	8	8	
Cost Estimate, Review & as needed VE	2	8	4	8		8		1		2	2	2	2	24	
FF&E Design & Initial Cost Model	2	2	2	2	8	2		2	28						
Four-week DD Review Period	4	8	4	16	16	8		4		4	4	4	4	4	

CONSTRUCTION DOCUMENT PHASE	Project oversight and management	3	9		18		15	2	3	3	2	10	3	4	2
	All-hands design coordination with stakeholders (Training & Delv, Fac, S&S, E&E, Cap Dev, MOW)	16	16	4	24		32		8	8	8	16		6	
	Training and Development														
	Facilities														
	Safety and Security														
	Information Technology														
	Capital Development (E&E)														
	Capital Construction														
	MOW Training Yard Team														
	Site Design & MOW Coordination		4				6		2		4				
	Site Utility Coordination of Natural Gas										4				
	Sewer & Storm Drain Capacity										4				
	Oil/Water Separator Replacement Design Reqr.										4				
	Coordination with MOW team										4				
	Emergency Communications Design & Coordin.		2		6		6		2						
	Site Design - landscape, parking, lighting		8	4	24		24	4	34		2				
	Architectural Design	33.4	67	38	108	80	227				2				
	Electrical, IT & AV Design		4		4		4				2	72			
	Mechanical Design		4		4		4				2			48	
	Structural Design		4		4		4					33			
	Seismic Rehabilitation Investigation											60			
	Civil Design		4		4		4		2		40				
	Environmental Review (support UTA efforts)		4	4	4		4		4				2		2
	Bi-weekly Consultant Coordination Meetings	18	18	16	36		36				18	18	18	18	18
Cost Estimate, Review & as needed VE		8	4	8		4				4	4	4	4	36	
FF&E Design & Cost Review		24	8	18		18		28							
Four-week DD Review Period	2	8	2	8		8		4	4	4	4	4	4	4	

CONSTRUCTION ADMIN.	Project Management	3	9		18		15	2	3	3	2	10	3	4	
	Permit Coordination & Approval with SSLC		6		16		4				2	4	2	2	
	Bidding Support (Pre-Bid Mtg, ASI, etc.)	2	10	2	16		12		12	8	8		4	12	
	Construction Kickoff Meeting	2	8	2	6		4					4			
	CA & Bi-Weekly Site Visits	24	100	46	206		108		14		12	88	20	22	
	Construction Admin. (ASI, RFI, submittals, etc.)	6	30	16	80	80	80	4	12	6	6	16	12	12	
	Seismic Rehabilitation Investigation											80			
	Project Closeout (punch, warranties, etc.)		12	16	16		16		6	6	4	8	4	8	
	FF&E Delivery & Install Oversight		8		8					28					
	11-Month Walk		16		16		8					2			

										Civil	Structural	Electrical	Mechanical	Estimate															
\$	50,935	\$	97,903	\$	60,895	\$	209,365	\$	53,572	\$	144,578	\$	5,771	\$	29,065	\$	23,236	\$	26,209	\$	103,761	\$	70,848	\$	58,986	\$	11,782	\$	946,906

CRSA

TOTAL

23-03782VW Transit Technical Education Center (TEC) A/E Consultant Services Pricing Form												
CRSA												
Employee Name	Kathy Wheadon	Laura Smith	Jeremy Bringard	Ken Wheadon	Andy Szafran	Cassie Heminway	Kelly Gillman	Bradley Kraushaar	Brenda Banz	Hours by Task	Cost by Task	
Title/Role	Managing Principal	Lead Architect	Design Manager	PM/Sr. Architect	Sr Arch. Technician	Arch. Assoc. II	Landscape Architect	Landscape Designer	FF&E Procuremt.	Hours by Task	Cost by Task	
1 Project Management	12	36		72		60	8	12	12	212	\$ 30,583	
2 Schematic design and needs assessment	42	90	42	120	80	220	4	32	24	654	\$ 89,019	
3 30% Design Submittal	32	80	120	186	80	240	4	36	32	810	\$ 111,533	
4 60% Design Submittal	44	160	100	230	80	267	4	48	36	969	\$ 134,322	
5 Final Design Submittal Package	69.4	175	80	252	80	381	4	56	40	1,137	\$ 156,041	
6 Bidding for Construction	2	10	2	16		12		12	8	62	\$ 8,537	
7 Construction Support	32	180	80	348	80	220	4	32	40	1,016	\$ 145,284	
Total Hours	233.4	731	424	1224	400	1400	28	228	192	4,860		
Basic Hourly Rate (\$)												
Audited Overhead Rate %												
Fee %												
Fully Burdened Rate	\$218.23	\$133.93	\$143.62	\$171.05	\$133.93	\$103.27	\$206.10	\$127.48	\$121.02			
Labor Costs	\$50,935	\$97,903	\$60,895	\$209,365	\$53,572	\$144,578	\$5,771	\$29,065	\$23,236			
Total Cost											\$675,320	

Proposers Signature 

Date: 27 November 2023



ARCHITECTURE • PLANNING • INTERIORS

175 S MAIN STREET, STE 300 • SLC, UTAH 84111 • 801-355-5915 • www.crsa-us.com

Vicki Woodward
Procurement and Contracts Specialist
Utah Transit Authority
669 West 200 South
Salt Lake City, UT 84101

Re. UTA TTEC | CRSA Architects' Cost Proposal 23-03782VW TTEC Design Services

27 November 2023

Dear Vicki,

As per UTA RFP requirements, CRSA is in the process of working with UDOT to seek approved billing rates. CRSA is working with a CPA to audit our overhead rates as per UDOT standards. This process is in process and we anticipate we will have approvals in mid-January 2024.

In the meantime, UDOT has approved temporary rates (11/13/23 ltr. attached), which we are using as a place holder in the attached Cost Proposal. Also attached is copy of CRSA latest approved rates (UTA_2023 TTEC Rates_CRSA (With Escallation).pdf).

Sincerely,

A handwritten signature in black ink, appearing to read "Kathy Wheadon".

Kathy Wheadon, AIA
Vice President | Managing Partner
CRSA



State of Utah

SPENCER J. COX
Governor

EIDRE M. HENDERSON
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.
Executive Director

TERIANNE S. NEWELL, P.E.
Deputy Director of Planning and Investment

LISA J. WILSON, P.E.
Deputy Director of Engineering and Operations

11/13/2023

Attn: Ariesa Wortelboer
CRSA, Inc
175 S Main St, STE 300
Salt Lake City, UT 84111
ariesa@crsa.com

Dear Ms. Wortelboer:

The purpose of the Utah Department of Transportation (UDOT) Consultant Services Financial Screening is to provide reasonable assurance that a Consultant's financial statements, presented Indirect Cost Rates (ICR), hourly billing rates, and direct costs comply with the 2 CFR Part 200, Subpart E, FAR, Cost Principles, and Utah Rules. The process consists of verification, risk assessment, desk review, and audit procedures as necessary to accept a firm's presented financial statements and/or ICR.

Based on our review of the un-audited ICR for Fiscal Year-End 12/31/2021, your firm is financially approved to contract with UDOT up to \$250,000 per contract (certain contracts may be limited to the state and federal small purchase cap).

UDOT Consultant Services accepts the following rate(s):

Effective Period of ICR Acceptance:	11/13/2023 to 01/31/2024		
Rate(s)	Home Office	Field Office	Company-Wide
Fringe Benefit Rate(s)	%	%	58.32 %
General Overhead Rate(s)	%	%	132.43 %
Total Fringe Benefit + General Overhead Rate(s)	%	%	190.75 %
FCCM Rate(s)	%	%	%
Rate(s) Above Agree with Consultant presented Rate(s)*	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	

*Please reference attached Final ICR Schedule



State of Utah

SPENCER J. COX
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DEIDRE M. HENDERSON
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

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Executive Director

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Deputy Director of Planning and Investment

LISA J. WILSON, P.E.
Deputy Director of Engineering and Operations

In compliance with Utah Rule R907-66-7(2)¹, this financial screening acceptance will expire on 01/31/2024 (90 days from your firm's most recent fiscal year-end or 60 days prior to the anniversary date of this financial screening acceptance, whichever occurs earlier).

An approved financial screening does not guarantee selection for projects. If awarded contract overhead and fixed fee rates should not be calculated on any other additional direct costs billed. Your signature below indicates your agreement with the above ICR(s) to be used for contract billing purposes. Please keep a copy of this letter for your records and note that the accepted ICR(s) is subject to the terms of the agreement and may be adjusted pending the result of an audit, if applicable.

	Ariesa M Wortelboer	HRBP	11/13/2023
Signature	Printed Name	Title	Date

Thank you for your interest in doing business with UDOT. If you need assistance or additional information, please contact Consultant Services by email at csscreening@utah.gov or call (801) 965-4138. Additional information can be found in the [Consultant Services Manual of Instruction](#).

Sincerely,



Audrey D'Ambruoso
Financial Screening Reviewer
UDOT Consultant Services

¹ R907-66-7 – Consultant Financial Screening and Auditing (2): Consultants shall submit their firm's Financial Screening Application (including all required supporting documents) within 90 days of their most recent fiscal year-end or 60 days prior to the anniversary date of their previous financial screening application approval, whichever occurs first.



CRSA 2020 to 2023 Rates
Utah Transit Authority PM Contract

SCOPE OF SERVICES -										
Station Planning (Urban Design, Architecture, Landscape Arch)										
Personnel		Direct Labor Rate	Overhead Rate, Audited (XXX%) Per Contract	Billable Rate in Master Agreement or if new	Profit Percentage (Allowed XX%)	Profit	Cost Plus Fixed Fee Rate	3% Increase for 2024	3% Increase for 2025	3% Increase for 2026 (or Base Rate if New)
			190.75%		11.00%			3.00%		
Classification	Name		Calculated Overhead	Calculated Rate		Calculated Profit	Calculated Rate	Calculated Rate	Calculated Rate	Calculated Rate
CRSA										
Managing Principal	Kathy Wheadon	\$67.62	\$128.99	\$196.61	11.00%	\$21.63	\$218.23	\$224.78	\$231.52	\$238.47
Managing Principal	Kelly Gillman	\$63.86	\$121.81	\$185.67	11.00%	\$20.42	\$206.10	\$212.28	\$218.65	\$225.20
Lead Designer/Landscape Architect	Kelly Gillman	\$63.86	\$121.81	\$185.67	11.00%	\$20.42	\$206.10	\$212.28	\$218.65	\$225.20
Senior Architect	Ken Wheadon	\$53.00	\$101.10	\$154.10	11.00%	\$16.95	\$171.05	\$176.18	\$181.47	\$186.91
Architect III	Laura Smith	\$41.50	\$79.16	\$120.66	11.00%	\$13.27	\$133.93	\$137.95	\$142.09	\$146.35
Architect III	Jeremy Bringard	\$44.50	\$84.88	\$129.38	11.00%	\$14.23	\$143.62	\$147.92	\$152.36	\$156.93
Senior Architrcetural Technician	Andy Szafran	\$41.50	\$79.16	\$120.66	11.00%	\$13.27	\$133.93	\$137.95	\$142.09	\$146.35
Landscape Design Associate III	Brad Kraushaar	\$39.50	\$75.35	\$114.85	11.00%	\$12.63	\$127.48	\$131.30	\$135.24	\$139.30
Architectural Associate II	Cassandra Heminway	\$32.00	\$61.04	\$93.04	11.00%	\$10.23	\$103.27	\$106.37	\$109.56	\$112.85
Interior Design Associate III	Brenda Banz	\$37.50	\$71.53	\$109.03	11.00%	\$11.99	\$121.02	\$124.66	\$128.40	\$132.25
Title	Employee	\$0.00	\$0.00	\$0.00	11.00%	\$0.00				\$0.00
Title	Employee	\$0.00	\$0.00	\$0.00	11.00%	\$0.00				\$0.00
Title	Employee	\$0.00	\$0.00	\$0.00	11.00%	\$0.00				\$0.00
Title	Employee	\$0.00	\$0.00	\$0.00	11.00%	\$0.00				\$0.00
Title	Employee	\$0.00	\$0.00	\$0.00	11.00%	\$0.00				\$0.00
Title	Employee	\$0.00	\$0.00	\$0.00	11.00%	\$0.00				\$0.00
Title	Employee	\$0.00	\$0.00	\$0.00	11.00%	\$0.00	\$0.00			\$0.00
Title	Employee	\$0.00	\$0.00	\$0.00	11.00%	\$0.00	\$0.00			\$0.00
Title	Employee	\$0.00	\$0.00	\$0.00	11.00%	\$0.00	\$0.00			\$0.00
Title	Employee	\$0.00	\$0.00	\$0.00	11.00%	\$0.00	\$0.00			\$0.00



CALDER RICHARDS
CONSULTING ENGINEERS

M E M O R A N D U M

To: Kathy Wheadon

From: Henning Ungerman

Date: 11-27-2023

Re: UTA Transit Technical Education Center – UDOT Audited Overhead Rates

Kathy,

I am writing to inform you that CRCE is in the process of getting UDOT Approved Overhead Rates in order to work on the UTA TTEC project. We understand that this requires an independent CPA to audit our company rates per UDOT standards. We further understand that the approved overhead rates, along with a UDOT Approval Letter/Agreement will need to be submitted to CRSA by mid-January.

We will keep you up to date on any developments during this process. Please do not hesitate to call me if you have any questions.

Respectfully submitted,

Henning Ungerman, P.E., S.E.
Partner

Appendix VII Pricing Form Pricing form must be prepared at the same time as the consultant prepares a response to this solicitation (Appendix VII – Pricing Form).
****Please supply a copy of the Audited Rates****

23-03782VW Transit Technical Education Center (TTEC) A/E Consultant Services Pricing Form										
Envision Engineering										
	Employee Name	Dave Whitton	JiLu Feng	-	-	-	-	-	Hours by Task	Cost by Task
	Title/Role	Sr.Principal	Sr. AV/ Acoustical Engr	Electrical Engineer	Sr. AV/Acoustical Engineer	Sr. BIM Modeler	BIM Modeler	Administrator	Hours by Task	Cost by Task
1	Project Management	12							12	\$ 2,904
2	Schematic design and needs assessment	30	15						45	\$ 9,843
3	30% Design Submittal	36	17						53	\$ 11,640
4	60% Design Submittal	44	23						67	\$ 14,609
5	Final Design Submittal Package	72	28						100	\$ 22,246
6	Bidding for Construction	4							4	\$ 968
7	Construction Support	30	8						38	\$ 8,638
	Total Hours	228	91	0	0	0	0	0	319	
	Fully Burdened Rate	\$242	\$172	\$149	\$172	\$116	\$103	\$96		
	Labor Costs	\$55,175	\$15,672	\$0	\$0	\$0	\$0	\$0		
									Total Cost	\$70,848

Proposers Signature 

Date: 12-19-23



ENVISION™
ENGINEERING

November 22, 2023

Kathy Wheadon
CRSA
175 S Main Street, Ste 300
Salt Lake City, UT 84111

Dear Ms. Wheadon,

Regarding the UTA Transit Technical Education Center Project, Envision Engineering is in the process of getting UDOT Approved Overhead rates. We understand this process will require our firm to get an independent CPA to audit our OH rates as per UDOT standards. We will send CRSA our UDOT Approved rates for each member of our project team my mid-January along with the UDOT Approved Letter/Agreement. I have included our current billing rates for individuals in our firm based on title/position (see attachment).

Sincerely,



Dave Whitton, P.E.
Sr. Principal / COO



ENVISION
ENGINEERING

HOURLY BILLING RATES – 2023

Position	Rate
Senior Principal	\$239.00
Principal	\$204.00
Senior Project Manager	\$190.00
Project Manager	\$172.00
Senior Engineer	\$175.00
Engineer	\$149.00
Senior Electrical Designer	\$139.00
Electrical Designer	\$124.00
Senior Lighting Designer	\$158.00
Lighting Designer	\$136.00
Senior AV/Acoustical Engineer	\$172.00
AV Engineer	\$149.00
BIM Manager	\$162.00
Senior BIM Modeler	\$116.00
BIM Modeler	\$103.00
Clerical	\$96.00

Appendix VII Pricing Form Pricing form must be prepared at the same time as the consultant prepares a response to this solicitation (Appendix VII – Pricing Form).
 Please supply a copy of the Audited Rates

23-03782VW Transit Technical Education Center (TTEC) A/E Consultant Services Pricing Form												
B&D												
	Employee Name	Earl Dallan	Billy Lewis	-	-	-	-	-	-	-	Hours by Task	Cost by Task
	Title/Role	Sr.Principal	Project Manager	Electrical Engineer	Sr. AV/Acoustical Engineer	Sr. BIM Modeler	BIM Modeler	Administrator	-	-	Hours by Task	Cost by Task
1	Project Management	2	12								14	\$ 2,551
2	Schematic design and needs assessment	12	37								49	\$ 9,276
3	30% Design Submittal	12	42								54	\$ 10,137
4	60% Design Submittal	12	52								64	\$ 11,880
5	Final Design Submittal Package	12	70								82	\$ 14,960
6	Bidding for Construction	4	8								12	\$ 2,346
7	Construction Support	4	40								44	\$ 7,857
	Total Hours	58	261	0	0	0	0	0	0	0	319	
	Fully Burdened Rate	\$242	\$172	\$149	\$172	\$116	\$103	\$96				
	Labor Costs	\$14,036	\$44,950	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
											Total Cost	\$58,986

Proposers Signature William R Lewis

Date: 12/20/2023

B&D ENGINEERING BRUNNER AND DALLON
MECHANICAL | PLUMBING | CONTROLS

November 27, 2023

Kathy Wheadon
CRSA
175 S Main Street, Ste 300
Salt Lake City, UT 84111

Dear Ms. Wheadon,

Regarding the UTA Transit Technical Education Center Project. B&D Engineering is in the process of obtaining UDOT approved overhead (OH) rates. We understand this process will require our firm to secure the services of an independent CPA to audit our OH rates per UDOT standards. We will send CRSA our UDOT approved rates for each member of our project team by mid-January 2024, along with the UDOT approved letter/agreement. I have included our current billing rates for individuals in our firm based on title/position (see attachment).

Sincerely,



William Lewis
President, CEO

December 20, 2023

As of January 1, 2023

RATE SCHEDULE

<u>Category</u>	<u>Hourly Rate</u>
Principal Engineer (PE)	\$175
Principal Officer	\$145
Senior Engineer	\$140
Engineer	\$125
Senior Designer	\$105
Designer II	\$90
Designer	\$80
Drafter	\$70
Clerical	\$55

Reimbursable expenses are in addition to hourly fees and include expenses incurred by B&D Engineering in the interest of the project. Unless otherwise defined by contract, reimbursable expenses shall be invoiced and include the following:

- Courier and delivery charges at cost.
 - Fees paid for securing permits and approvals.
 - Sub-consultant expenses at cost plus 5%.
-

23-03782VW Transit Technical Education Center (TTEC) A/E Consultant Services Pricing Form

Meridian Engineering, Inc.

Employee Name	<i>Mark Cook, PE</i>	<i>Fabrizzio Parra</i>	<i>Alex Yanez</i>	<i>Hours by Task</i>	<i>Cost by Task</i>
Title/Role	<i>Civil Engineer Project Mgr</i>	<i>Project Engineer</i>	<i>Civil Designer Cadd</i>	<i>Hours by Task</i>	<i>Cost by Task</i>
Project Management	8	0	0	8	\$1,134
Schematic design and needs assessment	4	10	20	34	\$3,685
30% Design Submittal	4	10	20	34	\$3,685
60% Design Submittal	4	15	30	49	\$5,245
Final Design Submittal Package	8	20	50	78	\$8,363
Bidding for Construction	8	0	0	8	\$1,134
Construction Support	4	8	15	27	\$2,963
	40	63	135	238	
Basic Hourly Rate (\$)	\$50.00	\$40.00	\$35.00		
Audited Overhead Rate %	155.40%	155.40%	155.40%		
Fee %	11.00%	11.00%	11.00%		
Fully Burdened Rate	\$141.75	\$113.40	\$99.22		
Labor Costs	\$5,670	\$7,144	\$13,395		
				Total Cost	\$26,209

Proposers Signature *Mark Cook*

Date: 01.09.2024



State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.
Executive Director

TERIANNE S. NEWELL, P.E.
Deputy Director of Planning and Investment

LISA J. WILSON, P.E.
Deputy Director of Engineering and Operations

10/30/2023

Attn: Steve Johnson
Meridian Engineering Inc
1628 W 11010 S, #102, S. Jordan, UT 84095
sjohnson@meiamerica.com

Dear Mr. Johnson _____ :

The purpose of the Utah Department of Transportation (UDOT) Consultant Services Financial Screening (FS) is to provide reasonable assurance that a Consultant's financial statements, presented Indirect Cost Rates (ICR), hourly billing rates, and direct costs comply with the 2 CFR Part 200, Subpart E, FAR, Cost Principles, and Utah Rules. The process consists of verification, risk assessment, desk review, and audit procedures, as necessary, to accept a firm's presented financial statements and/or ICR.

Based on our review of the audited ICR _____ for Fiscal Year-End (FYE) 12/31/2022, your firm is financially approved to contract with UDOT _____ at or above \$250,000 per contract for LS, UP, and C+FF (subject to PPP Rate period) payment type contracts.

As your firm's previous FS period included an approved Paycheck Protection Program (PPP) Impacted ICR¹, this letter lists your FYE 12/31/2022 approved ICR, and the previously approved PPP Impacted ICR. In compliance with FAR 31.201-5 Credits, and UDOT Guidance on Coronavirus Legislation¹, the impacted rate effective (recovery) period is 365 days from the date of acceptance, and therefore will remain in effect and run concurrent with your FYE 12/31/2022 rate. Upon expiration of the 365-day PPP Impacted ICR period, UDOT will enter a new financial screening record to discontinue the PPP Impacted Rate.

UDOT Consultant Services accepts the following rate(s) for FYE 12/31/2022 for the effective period of 10/30/2023 to 06/30/2024 *.

Rate Description(s)	Company-Wide	-	-	-
Fringe Benefit Rate(s)	31.44 %	- %	- %	- %
General Overhead Rate(s)	123.96 %	- %	- %	- %
Total FB and G&A Rate(s)	155.40 %	- %	- %	- %
FCCM Rate(s)	- %	- %	- %	- %
Rate(s) Above Agree with Consultant presented Rate(s)**		YES <input type="checkbox"/>		NO <input checked="" type="checkbox"/>



State of Utah

SPENCER J. COX
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DEIDRE M. HENDERSON
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DEPARTMENT OF TRANSPORTATION

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Deputy Director of Planning and Investment

LISA J. WILSON, P.E.
Deputy Director of Engineering and Operations

UDOT Consultant Services has entered the PPP Impacted rate(s) shown below in CMS for the remaining term of the 365-day effective (recovery) period from 10/30/2023 to 03/27/2024 **.

Rate Description(s)	PPP Impacted Rate	-	-	-
Fringe Benefit Rate(s)	29.40 %	- %	- %	- %
General Overhead Rate(s)	78.21 %	- %	- %	- %
Total FB and G&A Rate(s)	107.61 %	- %	- %	- %
FCCM Rate(s)	- %	- %	- %	- %
Rate(s) Above Agree with Consultant presented Rate(s)**		YES <input checked="" type="checkbox"/>		NO <input type="checkbox"/>

An approved financial screening does not guarantee selection for projects. If awarded, contract overhead and fixed fee rates should not be calculated on any other direct costs (ODCs) billed. The consultant is responsible for ensuring that all employee wage rates are correct within the UDOT Contract Management System (CMS) for each effective financial screening period, or sooner, as deemed necessary. For instructions, refer to the [CMS Consultant Profile 930 Screen - Managing the Employee Master List](#) training.

Your signature below indicates your agreement with the above ICR(s) to be used for contract billing purposes. Please keep a copy of this letter for your records and note that the accepted ICR(s) is subject to the terms of the agreement and may be adjusted pending the result of an audit, if applicable.

<u>Steven C. Johnson</u>	Steven C Johnson	Vice President	11/01/2023
Signature	Printed Name	Title	Date

Thank you for your interest in doing business with UDOT. If you need assistance or additional information, please contact Consultant Services by email at csscreening@utah.gov or call (801) 965-4138. Additional information can be found in the [Consultant Services Manual of Instruction](#).

Sincerely,
Audrey D'Ambruso

Audrey R. D'Ambruso, CFE, CPM
Financial Screening Reviewer,
UDOT Consultant Services

³ Per UDOT Guidance on Coronavirus Legislation, UDOT will apply the adjusted (impacted) ICR to all new cost-plus-fixed-fee contracts for which the consultant is selected during the financial screening effective period.

*In compliance with Utah Rule R907-66-8(2), financial screening annual submissions are due within 90 days of their most recent fiscal year-end or 180 days if the Consultant submits a Certified Public Accountant audit.

**Please reference attached Final ICR Schedule

Certificate of Final Indirect Costs
Per (23 CFR 172.11(c)(3)(iii)) FHWA Form

Certification of Final Indirect Costs

Firm Name: Meridian Engineering Inc

Indirect Cost Rate(s) Proposed: Unimpacted 155.44%

Date of Proposal Preparation (mm/dd/yyyy): 10/30/2023

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/01/2022-12/31/2022

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

- 1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) published in the Code of Federal Regulations (CFR); 48 CFR Part 31, 2 CFR 200 subpart E*
- 2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the 48 CFR part 31 and 2 CFR 200 sub part E*
- 3.) All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.*

Signature: *Steven C Johnson*

Name of Certifying Official (Print): Steven C Johnson

Title: Vice President

Date of Certification (mm/dd/yyyy): 11/01/2023

Consultant: Meridian Engineering Inc
 ICR Period: 12/31/2022

10/30/23

Conclusion of Analysis: UDOT accepts rates as adjusted and shown below.

	G/L as Presented on ICR Schedule	FAR Adjustments	Unimpacted ICR Costs as Presented by Consultant	Financial Screening Adjustments	Adj Ref	UDOT Accepted FYE 2022 ICR Costs	PPP Credit	Concurrent FYE 2020 Impacted Rate* (Effective 3/25/23 to 3/27/24)
Direct Labor	1,893,188.00	-	1,893,188.00	-	-	1,893,188.00	-	-
Fringes								
Payroll Taxes (FICA, FUTA, SUTA, Medicare)	195,250.00	-	195,250.00	-	-	195,250.00	-	-
Employee Health Insurance	332,582.00	-	332,582.00	-	-	332,582.00	-	-
Workers Compensation	2,540.00	-	2,540.00	-	-	2,540.00	-	-
Retirement Plans	95,064.00	-	95,064.00	(30,303.84)	a	64,760.16	-	-
Total Fringe Benefit Costs	625,436.00	-	625,436.00	(30,303.84)		595,132.16	-	-
Fringe Benefit Rate			33.04%			31.44%		29.40%
General Overhead								
Indirect Labor	838,975.26	-	838,975.26	-	-	838,975.26	-	-
Indirect Fringe Benefits	310,508.81	(15,928.68)	294,580.13	-	-	294,580.13	-	-
Janitorial / Cleaning	13,030.34	-	13,030.34	-	-	13,030.34	-	-
Consultant and Professional Services	224,754.54	(151,044.54)	73,710.00	-	-	73,710.00	-	-
Supplies	247,564.23	-	247,564.23	-	-	247,564.23	-	-
Advertising	12,791.15	(12,791.15)	-	-	-	-	-	-
Maintenance and Repairs	2,441.51	-	2,441.51	-	-	2,441.51	-	-
Depreciation	98,538.00	(38,583.00)	59,955.00	(6,634.79)	b	53,320.21	-	-
State and Local Taxes	36,321.63	-	36,321.63	-	-	36,321.63	-	-
Telephone and Communications	61,336.11	-	61,336.11	-	-	61,336.11	-	-
Utilities	19,974.25	-	19,974.25	-	-	19,974.25	-	-
Office Expenses	16,482.64	-	16,482.64	-	-	16,482.64	-	-
Professional Development	67,521.39	-	67,521.39	-	-	67,521.39	-	-
Travel, Meals and Lodging	30,313.65	(9,569.73)	20,743.92	-	-	20,743.92	-	-
Vehicle Expenses	125,477.41	(84,896.00)	40,581.41	-	-	40,581.41	-	-
Recruiting Expense	737.84	-	737.84	-	-	737.84	-	-
Donations and Contributions	750.00	(750.00)	-	-	-	-	-	-
Office Rent	312,495.50	(80,852.00)	231,643.50	(20,639.24)	c	211,004.26	-	-
Equipment Lease	223,849.82	(40,498.00)	183,351.82	-	-	183,351.82	-	-
Interest Expense	18,464.39	(18,464.39)	-	-	-	-	-	-
Business Insurances	166,587.53	(9,548.00)	157,039.53	-	-	157,039.53	-	-
Bank Service Expenses	8,190.05	(211.69)	7,978.36	-	-	7,978.36	-	-
Bad Debt	3,060.50	(3,060.50)	-	-	-	-	-	-
Gain (Loss) on Sale of Assets	3,000.00	(3,000.00)	-	-	-	-	-	-
Facilities Capital Cost of Money	-	-	62,719.00	(62,719.00)	d	-	-	-
Total General Overhead Costs	2,843,266.55	(465,197.68)	2,436,787.87	(89,993.03)		2,346,794.84	-	-
General Overhead Rate			128.71%			123.96%		78.21%
Unimpacted								
Total Fringe & Overhead Costs	3,468,702.55	(465,197.68)	3,062,223.87	(120,296.87)		2,941,927.00	-	-
Company-wide ICR			161.75%			155.40%		107.61%
Facilities Capital Cost of Money								Concurrent FYE 2020 PPP Rate
FCCM Rate			0.00%			0.00%		N/A

a - Adjusted to remove (\$30,303.84) of personal contributions to individual owner IRAs per 2 CFR Part 200.403 & FAR Part 31.201-2 Allowability
 b - Adjusted to remove (\$6,634.79) of Depreciation per 2 CFR Part 200.413 & FAR 31.202 and FAR 31.201-6 Directly Associated Costs
 c - Adjusted to remove (\$20,639.24) of facilities rent costs in excess of Normal Cost of Ownership per 2 CFR Part 200.403 & FAR Part 31.201-2 Allowability
 d - Adjusted to remove (\$62,719.00) of Facilities Capital Cost of Money expense for related entity Chisel Point LLC as not a Meridian cost per 2 CFR Part 200.403 & FAR Part 31.201-2 Allowability

* Per UDOT Guidance on Coronavirus Legislation a consultant's PPP impacted rate will be applicable to cost plus fixed fee contracts for which the consultant is selected during the effective period, and will expire on the earlier of:
 a.) 365 days from the date the PPP impacted rate was accepted (anniversary date); or
 b.) When the consultant demonstrates that the value "recovered" (as defined by the Federal Highway Administration) through the change in ICR (overhead) equals or exceeds the amount of the forgiven PPP loan credit included

Consultant: Meridian Engineering Inc
 ICR Period: 12/31/2022

Review of Related-Party Rent Normal Cost of Ownership Calculation

Consultant FYE 2022 Calculation:

Chisel Point Costs	FYE 2022	% of Building Rented	Allowable Costs
Depreciation	196,593.00	79.08%	155,465.74
Interest Expense	0	79.08%	0
Insurance	3,128.00	79.08%	2,473.62
Repairs/Maint	12,891.00	79.08%	10,194.20
Taxes	36,514.00	79.08%	28,875.27
CAM Fees	3,916.00	79.08%	3,096.77
FCCM	0	79.08%	0
Total Owner Expenses	253,042.00		
		Allowable Cost of Ownership	200,105.61
		Rent Paid	280,953.00
		Adjustment for Normal Cost of Ownership	-80,847.39

UDOT Calculation:

Chisel Point Costs	Costs per Consultant	Adjustment*	Actual Costs	% of Building Rented	Allowable Cost of Ownership
Depreciation	196,593.00	(65,531.20)	131,061.80	79.08%	103,643.67
Interest Expense	-	-	-	79.08%	-
Insurance	3,128.00	-	3,128.00	79.08%	2,473.62
Repairs/Maint	12,891.00	-	12,891.00	79.08%	10,194.20
Taxes	36,514.00	-	36,514.00	79.08%	28,875.27
CAM Fees	3,916.00	-	3,916.00	79.08%	3,096.77
FCCM	-	79,313.00	79,313.00	79.08%	62,720.72
Total Owner Expenses	253,042.00	13,781.80	266,823.80		211,004.26

Allowable Cost of Ownership 211,004.26
Rent Paid 312,495.50 See P&L detail below that reflects amount paid

Correct Adjustment for Normal Cost of Ownership -101,491.24
 Corrected Allowable Facilities Rent Cost 211,004.26

231,643.50 Consultant reported allowable Office Rent Expense
UDOT Adjustment to Office Rent (20,639.24)

* Adjustments to Depreciation to agree with Chisel Point Depreciation of \$131,061 reported in 2022 Meridian Depreciation Schedule.xlsx file rec'd from consultant, and to add Chisel Point allowable FCCM cost of \$79,313 listed in Rental Cost Summary and Transaction Reports-fy 2022-2021-2020.pdf file rec'd from consultant.

Appendix VII Pricing Form Pricing form must be prepared at the same time as the consultant prepares a response to this solicitation (Appendix VII – Pricing Form).
****Please supply a copy of the Audited Rates****

23-03782VW Transit Technical Education Center (TTEC) A/E Consultant Services Pricing Form															
Parametrix															
	Employee Name	Nathan Anzor	X	X	-	-	-	-	-	-	-	-	-	Hours by Task	Cost by Task
	Title/Role	Principal Estimator	Estimator	Clerical/ Technical	Sr. AV/Acoustics / Engineer	Sr. BIM Modeler	BIM Modeler	Administrator	-	-	-	-	-	Hours by Task	Cost by Task
1	Project Management		4											4	\$ 542
2	Schematic design and needs assessment													-	\$ -
3	30% Design Submittal		23											23	\$ 3,115
4	60% Design Submittal		24											24	\$ 3,250
6	Final Design Submittal Package		36											36	\$ 4,875
8	Bidding for Construction													-	\$ -
7	Construction Support													-	\$ -
	Total Hours		87	0	0	0	0	0	0	0	0	0	0	87	
	Fully Burdened Rate		\$135,424	\$110	\$65	\$172	\$116	\$103	\$96						
	Labor Costs		\$11,782	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
														Total Cost	\$11,782

Proposers Signature: Nathan Anzor
 Date: 12.20.2023

PARAMETRIX, Inc.
7186 South Highland Drive
Salt Lake City, Utah 84121



Telephone 801 733-5900
Facsimile 801 733-5500
Website Parametrix-Cost.com

November 27, 2023

Kathy Wheadon
CRSA
175 S. Main Street, Ste 300
Salt Lake City, UT 84111

Re: Salt Lake City, Utah
UTA Transit Technical Education Center

Kathy:

Thank you for including us on the team for the UTA Transit Technical Education Center (UTTEC) to provide the cost estimating services. We are in process of getting our Overhead Rates approved by UDOT and will have them audited as needed per UDOT standards. We will provide the necessary information along with the approval letter and agreement by mid-January 2024.

Our current billing rates are as follows:

Principal Estimator \$135.00 / Hour
Estimator \$110.00 / Hour
Clerical / Technical \$ 65.00 / Hour
Average Rate \$110.00 / Hour

Respectfully,

Nathan Anzer

Parametrix, Inc.
