

Master Task Ordering Agreement

UTA CONTRACT NO. 21-034962VW

FRONTRUNNER FORWARD ENVIRONMENTAL PROFESSIONAL SERVICES

This Master Task Ordering Agreement (MTOA) 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 HDR Engineering, Inc, a Consulting Company (“Consultant”).

RECITALS

- A. UTA desires to award a task ordering contract for environmental professional services for the FrontRunner system contained in Exhibit A.
- B. On September 18, 2021, UTA issued Request for Qualifications Package Number 21-034962VW (“RFQu”) encouraging interested parties to submit Statements of Qualifications (SOQs)
- C. Upon evaluation of the SOQs submitted in response to the RFQu, UTA selected Consultant with whom to negotiate a contract to perform the Work.
- D. Consultant is qualified and willing to perform the Work as set forth in the Scope of Services.

AGREEMENT

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

1. SERVICES TO BE PROVIDED

- a. Consultant has been selected as one of several Consultants to receive a MTOA. Award of the MTOA entitles Consultant to be eligible to receive task orders for specific tasks on an as-needed basis, based on the loaded labor rate pricing contained in Exhibit B. Issuance of task orders shall be in the sole discretion of UTA. There is no guarantee of any minimum number of task orders because Consultant is selected to be eligible. Consultant shall be capable of performing all tasks set forth in the Scope of Services (Exhibit A) but shall only perform tasks specifically issued to Consultant in subsequent task orders. Except for items (if any) which this Agreement specifically states will be UTA-provided, Consultant shall furnish all the labor, material and incidentals necessary for the Work.
- b. Consultant shall perform all Work under this MTOA in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.
- c. All Work shall conform to generally accepted standards in the transit industry. Consultant shall perform all Work in compliance with applicable laws, regulations, rules, ordinances, permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection.
- d. Consultant shall furnish only qualified personnel and materials necessary for the

performance of the Work.

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

2. TASK ORDER

- a. The Consultant shall perform services with respect to a wide variety of tasks, as described in Exhibit A Scope of Work at the request of UTA.
- b. Each discrete item is referred to as a "Task." UTA and the Consultant will negotiate scope, schedule, and Not to Exceed for each Task, and document those and other terms, as necessary, in a written "Task Order". The Not to Exceed for each Task Order shall be developed in accordance with Section 5 of this contract and Exhibit B. Exhibit B identifies the labor rates for key personnel, overhead rates, and fee, for Consultant and subconsultants. Upon the execution of a Task Order, the Consultant shall perform services for that Task Order.
- c. If UTA and the Consultant are unable to agree on the price, scope, or other terms of the Task Order, UTA shall retain the right to remove the Task from the Consultant and negotiate with another selected Consultant.
- d. Each Task shall be entirely completed – including any deliverables – by the final acceptance date specified in the applicable Task Order. When, in the opinion of the UTA's Project Manager, the Consultant has fully performed the work under a Task Order, UTA's Project Manager will notify the Consultant of completion.
- e. There is no guarantee of a particular amount of compensation or number of Task Orders to the Consultant under this Agreement.

3. PROGRESS OF WORK

- a. Consultant shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.
- b. Consultant shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.
- c. Consultant shall deliver monthly progress reports and provide all submittals and other deliverables as specified in the Scope of Services.
- d. Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA, and shall not relieve Consultant of its responsibility to comply with the Contract requirements.
- e. UTA will have the right to inspect, monitor and review any Work performed by Consultant hereunder as deemed necessary by UTA to verify that such Work conforms to the Agreement requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA and shall not relieve Consultant of its responsibility to comply with the Agreement requirements.
- f. UTA shall have the right to reject Work which fails to conform to the requirements of this Agreement. Upon receipt of notice of rejection from UTA, Consultant shall (at its sole

expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to conform to the Agreement and/or Task requirements.

- g. If Consultant fails to promptly remedy rejected work as provided in Section 3.f, UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other Consultant or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Consultant.

4. PERIOD OF PERFORMANCE

This Agreement shall commence as of the Effective Date. This Contract shall remain in full force and effect for a five (5) year period expiring on January 31, 2027. Contract end the Consultant shall complete all Work as stated in each Task Order. This guaranteed completion date may be extended if Consultant and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Consultant under this Agreement shall at all times be subject to and conditioned upon the provisions of this Agreement.

5. COMPENSATION

- a. For the performance of the Work, UTA shall pay Consultant in accordance with the payments provisions described in the Task Order according to pricing terms identified in Exhibit B. If the Task Order does not specify any milestones or other payment provisions, then payment may be made according to this section, no more than monthly, or upon completion of all Work and final acceptance thereof by UTA.
- b. To the extent that the Task Order or another provision of this Agreement 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 the Task Order or another provision of this Agreement calls for any portion of the consideration to be paid on a time and materials or labor hour basis, then Consultant must refer to the not-to-exceed amount, maximum Task Order amount, Task Order budget amount or similar designation (any of these generically referred to as the "Not to Exceed Amount") specified in the Task Order (as applicable). Unless and until UTA has notified Consultant by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Consultant shall not be obligated to perform services or incur costs which would cause its total compensation under this Agreement to exceed the Not to Exceed Amount; and (ii) UTA shall not be obligated to make payments which would cause the total compensation paid to Consultant to exceed the Not to Exceed Amount.
- d. UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Agreement; (ii) invoiced items that are not payable under this Agreement; or (iii) amounts Consultant owes to UTA under this Agreement.

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 Task Order Agreement (including any exhibits and attachments hereto).
 2. Consultant's Proposal including, without limitation, all federal certifications (as applicable);
 3. UTA's RFQ including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services;
- b. The above-referenced documents are made as fully a part of the Contract as if hereto.

7. ORDER OF PRECEDENCE

The Order of Precedence for this contract is as follows:

- a. UTA/Consultant's Master Task Order Agreement including all attachments
- b. UTA Terms and Conditions
- c. UTA Solicitation Terms
- d. Consultant's Bid or Proposal including proposed terms or conditions

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

8. CHANGES

- a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:

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

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

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

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

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

- d. As soon as practicable, but in no event longer than 30 days after providing notice, Consultant must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Consultant’s entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 23 of this Contract.

9. INVOICING PROCEDURES

- a. Consultant shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services. Consultant shall submit invoices to [the UTA Project Manager](#) for processing and payment. In order to timely process invoices, Consultant shall include the following information on each invoice:

- I. Consultant Name
- II. Unique Invoice Number
- III. PO Number
- IV. Invoice Date
- V. Detailed Description of Charges
- VI. Total Dollar Amount Due

- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Consultant under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Consultant within thirty (30) calendar days of invoice submittal.

10. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT

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

to share same with UTA's Consultants, agent, officers, directors, employees, joint owners, affiliates and Consultants. However, use of Consultant's incomplete work product, or use of Consultant's completed work product for purposes not contemplated in this Agreement, shall be at the re-user's sole risk and without liability to Consultant.

11. USE OF SUBCONSULTANTS

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

12. KEY PERSONNEL

Consultant shall provide the key personnel as indicated in Consultant's Proposal (or other applicable provisions of this Contract), and shall not change any of said key personnel without the express written consent of UTA. Since the qualification of key personnel was a key factor in selection of Consultant, the loss of key personnel may result in serious consequences up to and including termination and exclusion from MTOA.

13. SUSPENSION OF WORK

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

14. TERMINATION

- a. **FOR CONVENIENCE:** UTA shall have the right to terminate the Contract at any time by providing written notice to Consultant. If the Contract is terminated for convenience,

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

- b. **FOR DEFAULT:** If Consultant (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subconsultants or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Consultant seven (7) days written notice to cure such default:
1. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other Consultants or UTA's own forces, in which event Consultant shall be liable for all incremental costs so incurred by UTA;
 2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
 3. Except to the extent limited by the Contract, pursue other remedies available at law.
- c. **CONSULTANT'S POST TERMINATION OBLIGATIONS:** Upon receipt of a termination notice as provided above, Consultant shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Consultant shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Consultant's final invoice, and shall invoice Consultant for any additional amounts payable by Consultant (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Consultant shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Goods and Services furnished by Consultant prior to termination
- d. **TERMINATION OF TASK ORDER:** UTA's termination rights under this Article shall apply, in UTA's discretion, to either an individual Task Order of the entire MTOA. Where the MTOA is terminated for convenience, the Consultant shall be entitled to payment in full for all Task Orders satisfactorily completed prior to the termination date. Where a Task Order is terminated prior to acceptance by UTA, Consultant shall be entitled to its actual allowable and allocable costs expended to the date of termination for the terminated task.

15. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

Consultant shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under the Task Order (or any other provision of this

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

16. FINDINGS CONFIDENTIAL

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

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

17. PUBLIC INFORMATION.

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

18. GENERAL INDEMNIFICATION

Consultant shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") related to bodily injury, including death, or loss or damage to tangible or intangible property to the extent caused, or alleged to be caused, in whole or in part, by the negligent or willfully wrongful acts or omissions of Consultant or any of its owners, officers, directors, agents, employees or subconsultants. This indemnity includes any claim or amount arising out of the failure of such Consultant to conform to federal, state, and local laws and regulations. If an employee of

Consultant, a subconsultant, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnitee, Consultant's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts. The indemnity obligations of Consultant shall not apply to the extent that claims arise out of the 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 the Contract. The Utah Transit Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this contract by the Consultant, his agents, representatives, employees or subconsultants and Consultant is free to purchase additional insurance as may be determined necessary.

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

1. Commercial General Liability – Occurrence Form

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

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

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

2. Automobile Liability

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

Combined Single Limit (CSL)	\$2,000,000
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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 Consultant, including automobiles owned, leased, hired or borrowed by the Consultant".

3. Worker's Compensation and Employers' Liability

Workers' Compensation

Statutory

Employers' Liability

Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

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

4. Professional Liability (Errors and Omissions Liability)

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

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

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

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

1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the Consultant's assessment of the exposure for this contract; for their own protection and the protection of UTA.
2. The Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

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

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

E. VERIFICATION OF COVERAGE: Consultant shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this

Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

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

20. OTHER INDEMNITIES

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

any tier; and (ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Consultant or its subconsultants of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, Consultant, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Consultant fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subconsultant, Consultant shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Consultant fails to do so, Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

21. INDEPENDENT CONSULTANT

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

22. PROHIBITED INTEREST

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

23. CLAIMS/DISPUTE RESOLUTION

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

Level of Authority

UTA's Project Manager/Consultant's Project Manager

Time Limit

Five calendar days

UTA's Chief Service Development Officer/ Consultant's [Second Level]	Five calendar days
UTA's Executive Director/Consultant's [Third Level]	Five calendar days

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

24. GOVERNING LAW

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

25. ASSIGNMENT OF CONTRACT

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

26. NONWAIVER

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

27. NOTICES OR DEMANDS

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

If to UTA
Utah Transit Authority
Attn: Vick Woodward
669 West 200 South
Salt Lake City, UT 84101

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

If to Consultant:
HDR Inc.
Brent Jensen, PD
Area Manager
2395 East Cottonwood Parkway, Suite 200
Salt Lake City, UT 84121

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

28. CONTRACT ADMINISTRATOR

UTA's Contract Administrator for this Contract is Vicki Woodward, Contract should be directed to said Contract Administrator, or designee.

29. INSURANCE COVERAGE REQUIREMENTS FOR CONSULTANT EMPLOYEES

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

30. COSTS AND ATTORNEYS' FEES

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

31. NO THIRD-PARTY BENEFICIARY

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

32. FORCE MAJEURE

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

33. UTAH ANTI-BOYCOTT OF ISRAEL ACT

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

34. 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.

35. ENTIRE AGREEMENT

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

36. AMENDMENTS

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

37. COUNTERPARTS

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

38. SURVIVAL

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 5, 6, 7, 10, 14, 15, 16, 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.

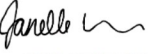
UTAH TRANSIT AUTHORITY:

By: Date:
David Hancock
Acting Chief Service Development Officer

By: Date:
Mary DeLoretto
Interim Executive Director

Approved as to Content and Form

DocuSigned by:

70E33A415BA44F6... Date: 12/7/2021
Mike Bell, AAG State
and UTA Legal Counsel

DocuSigned by:

6853314B5E84462... Date: 12/7/2021
Reviewed & Recommended
Janelle Robertson, UTA Project Manager

UTA Project Code 21-032962VW

HDR Engineering, Inc.:

By  Date: 12/2/2021
Brent W. Jensen, Senior Vice President
Fed ID# 47-0680568

Exhibit A - Scope of Work

The Scope of Work contained in this contract is for information purposes only. All individual Task Orders that are issued to the Consultant will contain their own specific statement of work. Each Individual Task Order will include a specific scope of services specific to the needed services.

Exhibit B - Labor Cost Form

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.

Fixed Firm Labor Costs

21-03496VW FrontRunner Forward Environmental Service Pool Labor Cost Form
HDR Inc.

No.	Firm	Prime	Sub	Last Name	First Name	Discipline/Classification	Basic Hourly Rate	Overhead rate Percentage	Fee	Fully Burdened Bill Rate
1	HDR	X		Spoor	Heidi	Contract/Project Manager	\$ 83.83	147.06%	10%	\$ 227.82
2	HDR	X		Unger	Audrey	Task Order Manager	\$ 81.35	147.06%	10%	\$ 221.08
3	HDR	X		Taunton	Matthew	Task Order Manager	\$ 84.07	147.06%	10%	\$ 228.47
4	HDR	X		Perkins	Mike	Wetlands/Wildlife/Agency Coordination	\$ 59.50	147.06%	10%	\$ 161.70
5	HDR	X		Croft	Amy	Wetlands/Wildlife/Air Quality	\$ 52.59	147.06%	10%	\$ 142.92
6	HDR	X		Brodbeck	Mark	Historic Properties/Section 4(f)	\$ 60.43	147.06%	10%	\$ 164.23
7	HDR	X		Delu	Nina	Tribal Cultural	\$ 70.88	147.06%	10%	\$ 192.63
8	HDR	X		LaFata	Cathy	Transportation Equity/Environmental Justice	\$ 107.32	147.06%	10%	\$ 291.66
9	HDR	X		Parsons	Michael	Noise/Vibration	\$ 67.80	147.06%	10%	\$ 184.26
10	HDR	X		Casey	Tim	Noise/Vibration	\$ 80.96	147.06%	10%	\$ 220.02
11	HDR	X		Buck	Adam	Noise/Vibration	\$ 42.84	147.06%	10%	\$ 115.88
12	HDR	X		Peterson	Scott	Traffic	\$ 87.76	147.06%	10%	\$ 236.50
13	HDR	X		Gorton	Michael	Ridership	\$ 78.80	147.06%	10%	\$ 214.15
14	HDR	X		Block	Jordan	Ped/Bike	\$ 72.19	147.06%	10%	\$ 196.19
15	HDR	X		Clayton	Andrea	Environmental QC/QA	\$ 82.60	147.06%	10%	\$ 224.48
16	HDR	X		Warner	Terry	Hazardous Materials	\$ 98.01	147.06%	10%	\$ 266.36
17	HDR	X		Flanzberg	Jacob	Floodplains/Water Quality	\$ 39.63	147.06%	10%	\$ 107.70
18	HDR	X		Pisani	Frank	GIS/Mapping	\$ 67.06	147.06%	10%	\$ 182.25
19	HDR	X		Tzioumis	Travis	GIS/Mapping	\$ 36.45	147.06%	10%	\$ 99.06
20	HDR	X		Sellers	Adrian	GIS/Mapping	\$ 40.12	147.06%	10%	\$ 109.03
21	HDR	X		Ulrich	Carrie	Technical Editor	\$ 51.18	147.06%	10%	\$ 139.09
22	HDR	X		Dennis	Jackie	Public Outreach Support	\$ 65.71	147.06%	10%	\$ 178.58
23	HDR	X		Hunt	Crissy	Public Outreach Support	\$ 42.31	147.06%	10%	\$ 114.98
24	HDR	X		Gray	Brian	Public Outreach Support	\$ 28.78	147.06%	10%	\$ 78.21
25	HDR	X		Kilpatrick	Kevin	Land Use/Socioeconomics/Agency Coordination	\$ 75.10	147.06%	10%	\$ 204.10
26	HDR	X		Colledge	Travis	Engineering Lead/Site Civil	\$ 82.00	147.06%	10%	\$ 222.85
27	HDR	X		McCune	David	Engineering Lead	\$ 101.34	147.06%	10%	\$ 275.41
28	HDR	X		Thomas	Gina	Engineering Lead	\$ 70.40	147.06%	10%	\$ 191.32
29	HDR	X		Kuehne	Kenneth	Rail & Special Track	\$ 57.32	147.06%	10%	\$ 155.78
30	HDR	X		Klaumann	Tony	Rail & Special Track	\$ 61.62	147.06%	10%	\$ 167.46
31	HDR	X		Johnston	Kelly	Site Civil/Roadway	\$ 42.01	147.06%	10%	\$ 114.17
32	HDR	X		Entzel	Chris	Site Civil/Roadway	\$ 74.77	147.06%	10%	\$ 203.20
33	HDR	X		Blumenkamp	John	At- Grade Crossing	\$ 88.67	147.06%	10%	\$ 240.97
34	HDR	X		Pope	Bill	Drainage	\$ 70.99	147.06%	10%	\$ 192.93
35	HDR	X		Beutler	Nathan	Drainage	\$ 58.60	147.06%	10%	\$ 159.25
36	HDR	X		Wilson	Nash	Structures	\$ 62.35	147.06%	10%	\$ 169.45
37	HDR	X		Christensen	Colby	Structures	\$ 76.88	147.06%	10%	\$ 208.93
38	HDR	X		Buttenob	John	Engineering QC/QA	\$ 116.71	147.06%	10%	\$ 317.18
40	HDR	X		Semenick	Rich	Design QC/QA	\$ 129.21	147.06%	10%	\$ 351.15
41	HDR	X		Kirkman	Brent	Ped/Bike	\$ 63.52	147.06%	10%	\$ 172.63
42	HDR	X		Hogan	Donn	Architectural	\$ 83.81	147.06%	10%	\$ 227.77
43	HDR	X		Cox	Kory	Architectural	\$ 49.73	147.06%	10%	\$ 135.15
44	HDR	X		Alvord	Asia	Project Controls	\$ 93.23	147.06%	10%	\$ 253.37
45	HDR	X		Kosiba	Andrew	Project Controls	\$ 60.49	147.06%	10%	\$ 164.39
46	HDR	X		Digregorio	Mike	Cost Estimating	\$ 96.39	147.06%	10%	\$ 261.96
47	HDR	X		Young	Steve	Cost Estimating	\$ 75.96	147.06%	10%	\$ 206.43
48	HDR	X		Halsted	Patrick	UPPR Coordination	\$ 106.61	147.06%	10%	\$ 289.73
49	HDR	X		Reasch	Larry	Project Principal	\$ 126.32	147.06%	10%	\$ 343.29
50	HDR	X		Borsh	Lina	Project Coordinator	\$ 31.29	147.06%	10%	\$ 85.04
51	HDR	X		Elton	Cindy	Project Coordinator	\$ 41.38	147.06%	10%	\$ 112.46
52	HDR	X		Hill	Shauna	Project Accountant	\$ 41.25	147.06%	10%	\$ 112.10
53	HDR	X		Doutis	Mistee	Project Accountant	\$ 40.12	147.06%	10%	\$ 109.03

Signature:



Title: Sr. Vice President/Area Manager

Date: November 10, 2021

21-03496VW FrontRunner Forward Environmental Service Pool Labor Cost Form

HDR Inc.						Basic Hourly	Overhead	Fully		
No.	Firm	Prime	Sub	Last Name	First Name	Rate	rate	Burdened Bill		
					Discipline/Classification		Percentage	Fee		
1	Certus		X	Ellis	Sheri	Cultural Resources Principal	\$ 65.00	53.19%	10%	\$ 109.53
2	Certus		x	Ellis	Sheri	Admin/Clerical/Crew	\$ 27.00	53.19%	10%	\$ 45.50
3							\$	%	%	\$
4							\$	%	%	\$
5							\$	%	%	\$
6							\$	%	%	\$
7							\$	%	%	\$
8							\$	%	%	\$
9							\$	%	%	\$
10							\$	%	%	\$
11							\$	%	%	\$
12							\$	%	%	\$
13							\$	%	%	\$
14							\$	%	%	\$
15							\$	%	%	\$
16							\$	%	%	\$
17							\$	%	%	\$
18							\$	%	%	\$
19							\$	%	%	\$
20							\$	%	%	\$

Signature:  Date: 11/09/2021
 Title: Owner

21-03496VW FrontRunner Forward Environmental Service Pool Labor Cost Form HDR Inc.

No.	Firm	Prime	Sub	Last Name	First Name	Discipline/Classification	Basic Hourly Rate**	Overhead rate Percentage***	Fee	Fully Burdened Bill Rate
1	CRS Engineers		X	Hirst	Matt	Support Services* - Lead/Mgr	\$ 97.00	172.51%	10%	\$ 290.77
2	CRS Engineers		X	Eyre	Darren	Railroad Lead	\$ 84.25	172.51%	10%	\$ 252.55
3	CRS Engineers		X	Allen	Clint	Railroad Coordinator	\$ 55.50	172.51%	10%	\$ 166.37
4	CRS Engineers		X	Buhler	Tom	Railroad Designer	\$ 39.00	172.51%	10%	\$ 116.91
5	CRS Engineers		X	Vitz	Adam	Railroad Designer	\$ 17.50	172.51%	10%	\$ 52.46
6	CRS Engineers		X	Wilson	Mike	Third-Party Coordinator	\$ 58.06	172.51%	10%	\$ 174.04
7	CRS Engineers		X	Nomeikatie-Weston	Kamilla	Utility Designer	\$ 31.50	172.51%	10%	\$ 94.42
8	CRS Engineers		X	Araya	Braulio	Railroad Sr. Designer/Utility Designer	\$ 38.06	172.51%	10%	\$ 114.09
9	CRS Engineers		X	Behr	Jon	Professional Surveyor	\$ 50.62	172.51%	10%	\$ 151.74
10	CRS Engineers		X	O'Connor	Terry	Survey Coordinator	\$ 35.00	172.51%	10%	\$ 104.92
11	CRS Engineers		X	Russon	Erick	Crew Chief	\$ 34.00	172.51%	10%	\$ 101.92
12	CRS Engineers		X	Rose	Brian	Survey Tech	\$ 25.00	172.51%	10%	\$ 74.94
13	CRS Engineers		X	Nielsen	Jeff	Professional Survey/ROW	\$ 62.00	172.51%	10%	\$ 185.85
14	CRS Engineers		X	Rood	Ben	Third-Party Coordinator	\$ 56.10	172.51%	10%	\$ 168.17
15	CRS Engineers		X	Martinez	Trenton	Utility Designer	\$ 31.50	172.51%	10%	\$ 94.42
16	CRS Engineers		X	Foster	Kimberly	Utility Designer	\$ 33.50	172.51%	10%	\$ 100.42
17							\$ -	172.51%	10%	\$ -
18							\$ -	172.51%	10%	\$ -
19							\$ -	172.51%	10%	\$ -
20							\$ -	172.51%	10%	\$ -

Signature:  Date: 11/08/21
 Title: President & CEO

Assumption and Clarifications:
 *Support Services = Third Party Stakeholders (utilities), Railroad (UPRR), Survey, and Right of Way (ROW)
 **Assumes 3% yearly escalation - January of each calendar year
 *** Averaged rates between 2019 (non-COVID-19 year) & 2021 (to date)

21-03496VW FrontRunner Forward Environmental Service Pool Labor Cost Form

HDR Inc.						Basic Hourly	Overhead	Fully		
No.	Firm	Prime	Sub	Last Name	First Name	Discipline/Classification	Rate	Percentage	Fee	Burdened Bill Rate
1	IGES Ingenieros LLC - dba Geostrata			Alba	Hiram	Professional Engineer	\$ 52.89	214%	10%	\$ 182.45
2	IGES Ingenieros LLC - dba Geostrata			Seal	Justin	Professional Engineer	\$ 45.34	214%	10%	\$ 156.43
3	IGES Ingenieros LLC - dba Geostrata			Brown	Daniel	Professional Engineer	\$ 43.82	214%	10%	\$ 151.19
4	IGES Ingenieros LLC - dba Geostrata			Allred	Caleb	Professional Engineer	\$ 41.60	214%	10%	\$ 143.52
5	IGES Ingenieros LLC - dba Geostrata			Bryce	Jackson	Engineer in Training	\$ 26.25	214%	10%	\$ 90.56
6	IGES Ingenieros LLC - dba Geostrata			Nathaniel	Flores	Engineer in Training	\$ 25.88	214%	10%	\$ 89.27
7	IGES Ingenieros LLC - dba Geostrata			Thompson	Timothy	Professional Geologist	\$ 52.89	214%	10%	\$ 182.45
8	IGES Ingenieros LLC - dba Geostrata			Agopian	Sofia	Professional Geologist	\$ 34.84	214%	10%	\$ 120.21
9	IGES Ingenieros LLC - dba Geostrata			Peay	Ashley	Geoloist in Training/Drilling	\$ 34.13	214%	10%	\$ 117.75
10							\$	%	%	\$
11							\$	%	%	\$
12							\$	%	%	\$
13							\$	%	%	\$
14							\$	%	%	\$
15							\$	%	%	\$
16							\$	%	%	\$
17							\$	%	%	\$
18							\$	%	%	\$
19							\$	%	%	\$
20							\$	%	%	\$

Signature: *Hiram Alba*
 Title: General Manager

Date: 11/10/2021

21-03496VW FrontRunner Forward Environmental Service Pool Labor Cost Form

HDR Inc.						Basic Hourly	Overhead	Fully		
No.	Firm	Prime	Sub	Last Name	First Name	Discipline/Classification	Rate	Percentage	Fee	Burdened Bill Rate
1	Mott MacDonald		X	Warnock	David	Project advisor	\$ 131.12	162.36%	10%	\$ 378.42
2	Mott MacDonald		X	Scrivener	Allie	Transportation planning	\$ 63.11	162.36%	10%	\$ 182.12
3	Mott MacDonald		X	Banghart	Eric	Transportation planning	\$ 85.40	162.36%	10%	\$ 246.45
4	Mott MacDonald		X	Miner	Justin	Wetland scientist	\$ 62.17	162.36%	10%	\$ 179.42
5	Mott MacDonald		X	Bushnell	Robert	Track Engineer	\$ 85.83	162.36%	10%	\$ 247.69
6	Mott MacDonald		X	Brown	Pete	Rail systems integration	\$ 113.59	162.36%	10%	\$ 327.81
7	Mott MacDonald		X	Knox	Janet	Soil and groundwater contamination	\$ 110.54	162.36%	10%	\$ 319.03
8	Mott MacDonald		X	Wallace	Glen	Soil and groundwater contamination	\$ 74.81	162.36%	10%	\$ 215.91
9							\$	%	%	\$
10							\$	%	%	\$
11							\$	%	%	\$
12							\$	%	%	\$
13							\$	%	%	\$
14							\$	%	%	\$
15							\$	%	%	\$
16							\$	%	%	\$
17							\$	%	%	\$
18							\$	%	%	\$
19							\$	%	%	\$
20							\$	%	%	\$

Signature: *David Warnock*
 Title: Vice President

Date: 11/9/2021

**21-03496VW FrontRunner Forward Environmentals Service Pool Labor Cost
Form**

HDR Inc.							Basic Hourly	Overhead	Fully	
No.	Firm	Prime	Sub	Last Name	First Name	Discipline/Classification	Rate	rate Percentage	10% Fee	Burdened Bill Rate
1	PRE		X	Purcell	Jennifer	Sr. Systems Engineer	\$ 115.00	86.62%	\$ 21.46	\$ 236.07
2	PRE		X	Alderman	Mitchell	Sr. Systems Engineer	\$ 94.50	86.62%	\$ 17.64	\$ 194.00
3	PRE		X	Roe	Eric	Sr. Systems Engineer	\$ 95.53	86.62%	\$ 17.83	\$ 196.11
4	PRE		X	Purcell	Joseph	Intern	\$ 20.60	86.62%	\$ 3.84	\$ 42.29
5	PRE		X	Dang	Philip	Systems Engineer III	\$ 72.10	86.62%	\$ 13.46	\$ 148.01
6	PRE		X	Le	Caroline	Engineer I	\$ 40.43	86.62%	\$ 7.54	\$ 82.99
7	PRE		X	Gonzalez	Joseph	Engineer I	\$ 40.43	86.62%	\$ 7.54	\$ 82.99
8	PRE		X	Kelley	Jacqueline	Engineer I	\$ 40.43	86.62%	\$ 7.54	\$ 82.99
9	PRE		X	Sestoso	Garcia	Engineer I	\$ 40.43	86.62%	\$ 7.54	\$ 82.99
10	PRE		X	Hirsch	Donovan	Sr. Railroad Systems Technologist IV	\$ 101.00	86.62%	\$ 18.85	\$ 207.33
11	PRE		X	Seccombe	Jason	Sr. Railroad Systems Technologist IV	\$ 99.00	86.62%	\$ 18.48	\$ 203.23
12	PRE		X	Campbell	John	Sr. Railroad Systems Technologist III	\$ 82.40	86.62%	\$ 15.38	\$ 169.15
13	PRE		X	Martinez	Raul	Sr. Railroad Systems Technologist III	\$ 88.07	86.62%	\$ 16.43	\$ 180.78
14	PRE		X	Brown	Darrin	Sr. Railroad Systems Technologist III	\$ 86.01	86.62%	\$ 16.05	\$ 176.55
15	PRE		X	Valadao	Adelino	Sr. Railroad Systems Technologist III	\$ 88.07	86.62%	\$ 16.43	\$ 180.78
16	PRE		X	Bachor	John	Sr. Railroad Systems Technologist III	\$ 83.95	86.62%	\$ 15.67	\$ 172.32
17	PRE		X	Collins	James	Sr. Railroad Systems Technologist III	\$ 83.95	86.62%	\$ 15.67	\$ 172.32
18	PRE		X	Chavez	Shaun	Sr. Railroad Systems Technologist II	\$ 73.65	86.62%	\$ 13.74	\$ 151.18
19	PRE		X	Elliott	Christopher	Sr. Railroad Systems Technologist I	\$ 70.04	86.62%	\$ 13.07	\$ 143.78
20	PRE		X	Kincl	John	Sr. Railroad Systems Technologist I	\$ 67.98	86.62%	\$ 12.69	\$ 139.55
21	PRE		X	Carothers	Corey	Sr. Railroad Systems Technologist I	\$ 63.86	86.62%	\$ 11.92	\$ 131.09
22	PRE		X	Sylvester	Travis	Sr. Railroad Systems Technologist I	\$ 62.83	86.62%	\$ 11.73	\$ 128.98
23	PRE		X	Clark	Kenneth	Railroad Systems Technologist III	\$ 57.17	86.62%	\$ 10.67	\$ 117.35
24	PRE		X	Hall	Patrick	Railroad Systems Technologist III	\$ 55.36	86.62%	\$ 10.33	\$ 113.65
25	PRE		X	Ruddy	James	Railroad Systems Technologist III	\$ 55.36	86.62%	\$ 10.33	\$ 113.65
26	PRE		X	Clark	Matthew	Railroad Systems Technologist II	\$ 53.05	86.62%	\$ 9.90	\$ 108.89
27	PRE		X	Burke	Brian	Railroad Systems Technologist II	\$ 53.05	86.62%	\$ 9.90	\$ 108.89
28	PRE		X	Perez	Eric	Railroad Systems Technologist II	\$ 53.05	86.62%	\$ 9.90	\$ 108.89
29	PRE		X	Sylvester	Cody	Railroad Systems Technologist II	\$ 53.05	86.62%	\$ 9.90	\$ 108.89
30	PRE		X	Chavez	Jaime	Railroad Systems Technologist I	\$ 52.02	86.62%	\$ 9.71	\$ 106.78
31	PRE		X	Pena	Amber	Railroad Systems Technologist I	\$ 45.84	86.62%	\$ 8.55	\$ 94.09
32	PRE		X	Baumgarten	Robert	Railroad Systems Technologist I	\$ 44.81	86.62%	\$ 8.36	\$ 91.98
33	PRE		X	Nethken	Brandy	Signal Designer III	\$ 40.43	86.62%	\$ 7.54	\$ 82.99
34	PRE		X	Rios	Anthony	Signal Designer III	\$ 37.34	86.62%	\$ 6.97	\$ 76.65
35	PRE		X	Torres	Richard	Signal Designer III	\$ 35.02	86.62%	\$ 6.54	\$ 71.89
36	PRE		X	Chaligo	Joseph	Signal Designer II	\$ 32.96	86.62%	\$ 6.15	\$ 67.66

Signature: *Jennifer A. Purcell*
Title: President/CEO

Date: 11/9/21

Exhibit C Federal Clauses

**Exhibit C
Federal Clauses**

ACCESS TO RECORDS AND REPORTS

The Consultant agrees to provide the Authority, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. The Consultant also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any project management oversight auditor access to the Consultant's records and construction sites pertaining to a major capital project (defined at 49 USC §5302(a)(1)), which is receiving federal financial assistance through the programs described at 49 USC §§5307, 5309 or 5311. The Consultant further agrees to include in all of its subcontracts and purchase orders under the Contract a provision to the effect that the Subconsultant or Supplier agrees that the Authority, the United States Department of Transportation and the Comptroller General of the United States, the project management oversight auditor, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the Subconsultant or Supplier.

INCORPORATION OF FTA TERMS

All contractual provisions required by the United States Department of Transportation, as set forth in the most recent edition and revisions of FTA Circular 4220.1F, "Third Party Contracting Guidance," are incorporated by reference into the Contract Documents. All FTA mandated terms shall take precedence over other conflicting terms, if any in the Contract Documents. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests that would cause the Authority to be in violation of any FTA terms and conditions.

FEDERAL CHANGES

The Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Authority and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. The Consultant's failure to so comply shall constitute a material breach of the Contract.

ENERGY CONSERVATION REQUIREMENTS

The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Authority and the Consultant acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Authority, the Consultant or any other party (whether or not a party to the Contract) pertaining to any matter resulting from the Contract. The Consultant agrees to include the above clause in each subcontract or purchase order financed in whole or

in part with federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subconsultant or Supplier who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801, et seq. and United States Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Contract. Upon execution of the underlying Contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which the Work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the federal government deems appropriate. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification to the federal government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 USC §5307, the federal government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5307(n)(1) on the Consultant, to the extent the federal government deems appropriate. The Consultant agrees to include the above two clauses in each subcontract or purchase order financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subconsultant or Supplier who will be subject to the provisions.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

The Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that none of the Consultant, its principals (as defined at 49 CFR 29.995) or affiliates (as defined at 49 CFR 29.905) are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Consultant is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any subcontract or purchase order that it enters into. *(A certification is to be submitted with each bid or offer of \$25,000 or more.)*

BUY AMERICA CERTIFICATION

[Applicable Only to Contracts valued at more than \$100,000].

Consultant shall comply with 49 USC 5323(j) and 49 CFR 661, as amended by MAP-21 stating that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. Separate requirements for rolling stock are set out at 49 USC §5323(j)(2)(C) and 49 CFR §661.11. Rolling stock must be assembled in the United States and have the applicable percentage of domestic content required by 49 USC 5323(j) and 49 CFR 661. Consultant shall be responsible for ensuring that lower tier Consultants and subconsultants are in compliance with these requirements. All respondents to the UTA solicitation for the Contract must include the appropriate Buy America certification with their responses and any response that is not accompanied by a completed Buy America Certification will be rejected as nonresponsive.

FLY AMERICA REQUIREMENTS

The Consultant agrees to comply with 49 USC §40118 and 41 CFR Part 301-10, which provide that Consultants are required to use United States -Flag air carriers for federally financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by 49 USC §40118 and CFR Part 301-10.

CIVIL RIGHTS REQUIREMENTS

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(3) The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties

DISADVANTAGED BUSINESS ENTERPRISES (DBE)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is **10%**. The agency's overall goal for DBE participation is **7%**. **A separate contract goal percentage DBE participation will be determined by Civil Rights Compliance Officer at time each Task Order is issued.**

b. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **{insert agency name}** deems appropriate. Each subcontract the Consultant signs with a subconsultant must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following concurrent with and accompanying proposal.

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime Consultant's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

Offerors must present the information required above with initial proposals. (see 49 CFR 26.53(3)).

d. The Consultant is required to pay its subconsultants performing work related to this contract for satisfactory performance of that work no later than 30 days after the Consultant's receipt of payment for that work from the **Utah Transit Authority**. In addition, **[the Consultant may not hold retainage from its subconsultants]**

e. The Consultant must promptly notify **Utah Transit Authority**, whenever a DBE subconsultant performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subconsultant to perform at least the same amount of work. The Consultant may not terminate any DBE subconsultant and perform that work through its own forces or those of an affiliate without prior written consent of **Utah Transit Authority**.

TERMINATION

(For contracts over \$10,000.00)

a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Consultant when it is in the Government's best interest. The Consultant shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Consultant shall promptly submit its termination claim to (Recipient) to be paid the Consultant. If the Consultant has any property in its possession belonging to the (Recipient), the Consultant will account for the same, and dispose of it in the manner the (Recipient) directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Consultant does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the

Consultant fails to perform in the manner called for in the contract, or if the Consultant fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Consultant had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Consultant, the (Recipient), after setting up a new delivery of performance schedule, may allow the Consultant to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Consultant [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Consultant fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Consultant of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Consultant. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Consultant and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Consultant of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Default (Construction) If the Consultant refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Consultant fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Consultant a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Consultant and its sureties shall be liable for any damage to the Recipient resulting from the Consultant's refusal or failure to complete the work within specified time, whether or not the Consultant's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Consultant's right to proceed shall not be terminated nor the Consultant charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Consultant. Examples of such causes include: acts of God, acts of the Recipient, acts of another Consultant in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the Consultant, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing

the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Consultant's right to proceed, it is determined that the Consultant was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

DEBARMENT AND SUSPENSION

[Applicable Only to Contracts valued at more than \$25,000]

Consultant shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR Part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the Contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the Contract amount. As such, Consultant shall verify that its principals, affiliates, and subconsultants are eligible to participate in this federally funded contract and are not presently declared by any federal department or agency to be: (i) debarred from participation in any federally assisted award; (ii) suspended from participation in any federally assisted award; (iii) proposed for debarment from participation in any federally assisted award; (iv) declared ineligible to participate in any federally assisted award; (v) voluntarily excluded from participation in any federally assisted award; and/or (vi) disqualified from participation in any federally assisted award. By submitting a response to UTA’s solicitation for the Contract, Consultant has certified that the foregoing items (i) through (vi) are true. The certification in this clause is a material representation of fact relied upon by UTA. If it is later determined by UTA that Consultant knowingly rendered an erroneous certification, in addition to other remedies available that may be available to UTA, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant agrees to comply with the requirements of 2 CFR Part 180, subpart C, as supplemented by 2 CFR Part 1200, during the Contract term. Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ADA ACCESS

ADA Access for Individuals with Disabilities – The Consultant agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing.

Domestic Preference

In accordance with 2 CFR 200.322 all Consultants shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this clause:

- a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through application of coatings, occurred in the United States.
- b. "Manufacturing products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

This requirement must be included in all subcontracts awarded under this award.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

In accordance with 2 CFR 200.216, Consultant and its subconsultants are prohibited from expending funds under this contract for the procurement of equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

- a. "Covered telecommunications equipment or services" is telecommunications or video surveillance equipment or services produced by:
 - a. Huawei Technologies Company
 - b. ZTE Corporation
 - c. Hytera Communications Corporation
 - d. Hangzhou Hikvision Digital Technology Company
 - e. Dahua Technology Company
 - f. Any subsidiary of the above listed entities.

Federal Clauses Applicable only to Construction Contracts

CLEAN AIR REQUIREMENTS

The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401, et seq. The Consultant agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office. The Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

CLEAN WATER REQUIREMENTS

The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251, et seq. The Consultant agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate Regional Office of the United States Environmental Protection Agency. The Consultant also agrees to include these requirements in each subcontract or purchase order exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

FLY AMERICA REQUIREMENTS

The Consultant agrees to comply with 49 USC §40118 and 41 CFR Part 301-10, which provide that Consultants are required to use United States -Flag air carriers for federally financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by 49 USC §40118 and CFR Part 301-10.

SEISMIC SAFETY REQUIREMENTS

The Consultant agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Consultant also agrees to ensure that all work performed under this contract including work performed by a subconsultant is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

DAVIS-BACON ACT PREVAILING WAGE AND COPELAND ACT ANTI-KICKBACK REQUIREMENTS

(1) **Minimum wages** – (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between Consultant and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by Consultant and its subconsultants at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) UTA's Civil Rights Compliance Office shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. UTA's Civil Rights Compliance Office shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(1) The classification is utilized in the area by the construction industry; and

(2) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(3) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If Consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and UTA's Civil Rights Compliance Office agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by UTA's Civil Rights Compliance Office to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(C) In the event Consultant, the laborers or mechanics to be employed in the classification or their representatives, and UTA's Civil Rights Compliance Office do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), UTA's Civil Rights Compliance Office shall refer the questions, including the views of all interested parties and the recommendation of UTA's Civil Rights Compliance Office, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under the Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, Consultant shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If Consultant does not make payments to a trustee or other third person, Consultant may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of Consultant, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require Consultant to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) UTA's Civil Rights Compliance Office shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. UTA's Civil Rights Compliance Office shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If Consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and UTA's Civil Rights Compliance Office agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken

shall be sent by UTA's Civil Rights Compliance Office to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(C) In the event Consultant, the laborers or mechanics to be employed in the classification or their representatives, and UTA's Civil Rights Compliance Office do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), UTA's Civil Rights Compliance Office shall refer the questions, including the views of all interested parties and the recommendation of UTA's Civil Rights Compliance Office, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under the Contract from the first day on which work is performed in the classification.

(2) **Withholding** – UTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from Consultant under the Contract or any other federal contract for which Consultant is the prime Consultant, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by Consultant, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by Consultant or any subconsultant the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, UTA may, after written notice to Consultant, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** – (i) Payrolls and basic records relating thereto shall be maintained by Consultant during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1 (b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, Consultant shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. If Consultant employs apprentices or trainees under approved programs, Consultant shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) Consultant shall submit weekly for each week in which any work under the Contract is performed a copy of all payrolls to UTA for transmission to the FTA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under Section 5.5(a)(3)(i) of Regulations, 29 CFR Part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. Consultant is responsible for the submission of copies of payrolls by all subconsultants.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by Consultant or subconsultant or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following: That the payroll for the payroll period contains the information required to be maintained under Section 5.5(a)(3)(i) of Regulations, 29 CFR Part 5 and that such information is correct and complete:

(1) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3; and

(2) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject Consultant or subconsultant to civil or criminal prosecution under Section 1001 of title 18 and Section 231 of title 31 of the United States Code.

(iii) Consultant and any subconsultant shall make the records required under paragraph (3) of this section available for inspection, copying, or transcription by authorized representatives of the FTA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If Consultant or subconsultant fails to submit the required records or to make them available, the federal agency may, after written notice to Consultant, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR §5.12.

(4) **Apprentices and trainees** – (i) Apprentices – Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to Consultant as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage

determination for the work actually performed. Where Consultant is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in Consultant's or subconsultant's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, Consultant will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees – Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, Consultant will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity – The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(5) Compliance with Copeland “Anti-Kickback” Act Requirements – Consultant shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in the Contract. Consultant is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(6) Subcontracts – Consultant and any subconsultant shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. Consultant shall be responsible for the compliance by any subconsultant or lower tier subconsultant with all the contract clauses in 29 CFR 5.5.

NO BONDING REQUIREMENTS ARE REQUIRED FOR THIS CONTRACT

Exhibit D Federal Forms



ATTACHMENT A: EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE STATEMENT

The undersigned states on behalf of the Bidder / Proposer HDR

A. The Bidder / Proposer has given or will give, prior to the commencement of an approved UTA project, notice to all pertinent personnel, i.e., managers, supervisors, employees, unions, subcontractors, etc. of the Bidder / Proposer EEO and DBE policies and procedures and its intent and effort to realize such procedures in connection with the EEO and DBE requirements that UTA is required to follow as a Federal Transit Administration Grantee.

B. Bidder / Proposer designates --

Name Brent W. Jensen, PE

Title Sr. Vice President/Utah Area Manager

as the person assigned the responsibility for securing compliance with and reporting progress to the Bidders/Proposers and UTA's Civil Rights Office on all EEO efforts initiated and taken.

C. Bidder / Proposer will cooperate fully with UTA and ensure equal employment opportunity to the maximum extent possible during the term of this contract. Attachment A-5 must be completed and submitted. If the Bidder / Proposer employs 50 or more persons and, or will be entering into a contract hereunder in an amount of \$50,000 or more, then an EEO Plan for employment of minorities and women must be submitted. UTA will further be kept fully informed of any refusals by unions or others to cooperate with UTA's and the Bidder / Proposer EEO and DBE requirements.

D. Bidder / Proposer agrees to make every reasonable good faith effort to utilize DBE's in the performance of this contract. Bidder / Proposer will take affirmative steps to meet the DBE contract goal set for this bid.

Company Name: HDR

Address: 2825 East Cottonwood Pkwy, Suite 200
Salt Lake City, Utah 84107

Signed: *Brent W. Jensen*

Title: Sr. Vice President/Utah Area Manager

Phone Number: 801.743.7800



ATTACHMENT A-1: DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM

DBE PROJECT GOAL will be determined by Civil Rights Compliance Officer for each Task Order that issued. The Bidder / Proposer must check the appropriate box, provide the information requested, and sign this form certifying to the accuracy of the information provided, and submit this form with its bid. Failure to complete and submit this form may result in rejection of the bid/proposal as non-responsive. Race neutral procurements do not require good faith effort documentation.

Bidder / Proposer will meet or exceed the DBE goal for this contract. If awarded this contract, Bidder / Proposer will subcontract with the DBEs listed below, which will be performing a total of _____ percent (_____ %) of the total dollar amount of the contract work.

Bidders/Proposers shall submit and attach evidence with this form that the DBEs being submitted for work on this project are presently certified by the Utah Uniform Certification Program (UUCP). The DBE Letters of Intent (Attachment A-2) are included with this DBE Participation Form.

<u>DBE Name & Address</u>	<u>Description of Work</u>	<u>\$ Amount of Participation</u>	<u>% of Total Price</u>
Pacific Railway Enterprises, Inc. 3560 University Avenue, Suite F, Riverside, California 92501	Rail Systems Engineering	TBD	TBD
Certus Solutions, LLC 655 7th Avenue, Salt Lake City, UT 84103	NEPA: Historic Properties & Section 4(f)	TBD	TBD
GeoStrata, LLC 14425 South Center Point Way, Bluffdale, UT 84065	Geotechnical Engineering	TBD	TBD

(Attach additional sheets if necessary)

- Bidder / Proposer *does not* meet the DBE goal for this contract. **Bidder / Proposer certifies that it has made good faith efforts** in accordance with the bid/proposal instructions to meet the DBE goal, but, despite those efforts, has been unable to meet the goal. The Good Faith Efforts Documentation Form (Attachment A-3) is attached to this DBE Participation Form. Please list above ANY DBE participation your firm has committed to.
- Bidder / Proposer *does not* meet the DBE goal for this contract. **Bidder / Proposer certifies that there exists no opportunity for subcontracting as part of this project.** It is the general practice of Bidder / Proposer's firm to perform all work of this nature solely with its own work force and to do otherwise would constitute a violation of industry standards. Attachment A-3, Good Faith Effort Documentation Form, is not required under this selection.

Date: October 20, 2021

Company Name: HDR

Signature:

Printed Name: Brent W. Jensen, PE

Title: Sr. Vice President/Area Manager





October 20, 2021

Jennifer A. Purcell
Pacific Railway Enterprises, Inc.
3560 University Avenue, Suite F
Riverside, California 92501

RE: Systems Engineering Services for FrontRunner Forward Environmental Services Pool

Dear Jennifer,

Our firm is submitting a proposal with the intent to be awarded a contract with the Utah Transit Authority for the performance of the above-referenced project, and if our firm is awarded the contract, shall act as prime contractor.

Please sign this "Letter of Intent to Subcontract" to verify that you are willing to participate and enter into a subcontract with our firm to provide systems engineering related to the preparation of environmental documents. Your firm's percentage of the total contract, if HDR is awarded the project, will be determined at the time HDR is assigned a task order that requires systems engineering.

A DBE company has to be certified in the State of Utah and current in its DBE certification. Please attach a copy of a recent certification letter / annual update that states your firm is presently certified as a DBE by the Utah Uniform Certification Program (UUCP).

DBE firm has read and certifies to the above:

Handwritten signature of Jennifer A. Purcell in blue ink.

Jennifer A. Purcell
President/CEO

Prime Contractor:

Handwritten signature of Brent W. Jensen in blue ink.

Brent W. Jensen
Sr. Vice President/ Utah Area Manager

Pacific Railway Enterprises, Inc.

Has successfully satisfied
49 CFR part 26 criteria for
certification as a
minority or women owned
business in the

Disadvantaged Business Enterprise Program

Expires on 1/31/2022

This DBE is certified to perform the following:

- 541330 - Engineering Services
- 541340 - Drafting Services
- 541512 - Computer System Design Services



A handwritten signature in black ink, appearing to read "A. Gray", positioned above a horizontal line.

Andrew Gray, DBE Liaison & UUCP Certifying Official
Utah Transit Authority
669 West 200 South Salt Lake City, UT 84101



October 20, 2021

Sheri Murray Ellis
Certus Solutions, LLC
655 7th Avenue
Salt Lake City, UT 84103

RE: Cultural Resources Consulting for FrontRunner Forward Environmental Services Pool

Dear Sherri,

Our firm is submitting a proposal with the intent to be awarded a contract with the Utah Transit Authority for the performance of the above-referenced project, and if our firm is awarded the contract, shall act as prime contractor.

Please sign this "Letter of Intent to Subcontract" to verify that you are willing to participate and enter into a subcontract with our firm to provide cultural resources consulting services related to the preparation of environmental documents. Your firm's percentage of the total contract, if HDR is awarded the project, will be determined at the time HDR is assigned a task order that requires systems engineering.

A DBE company has to be certified in the State of Utah and current in its DBE certification. Please attach a copy of a recent certification letter / annual update that states your firm is presently certified as a DBE by the Utah Uniform Certification Program (UUCP).

DBE firm has read and certifies to the above:

A handwritten signature in cursive script that reads "Sheri Murray Ellis".

Sheri Ellis
Owner/Consultant

Prime Contractor:

A handwritten signature in cursive script that reads "Brent W. Jensen".

Brent W. Jensen
Sr. Vice President/ Utah Area Manager



Utah Unified Certification Program
Certifies that:

Certus Environmental Solutions, LLC.

*Has successfully satisfied 49 CFR Part 26 criteria for
continued certification as a disadvantaged owned business in the:*

***Disadvantaged Business Enterprise
Program***

Certificate Expires: 10-29-2021

Judy Romrell

Judy Romrell - UUCP CERTIFYING OFFICIAL



October 20 , 2021

Hiram Alba
GeoStrata Engineering & Geosciences
14425 Center Point Way
Bluffdale, Utah 84065


**Reference: FrontRunner Forward Environmental and Design Services Pool
RFQu Nos. 21-03496VW and 21-03497VW**

Dear Hiram,


Our firm is submitting a bid/proposal with the intent to be awarded a contract with the Utah Transit Authority for the performance of the above-referenced project, and if our firm is awarded the contract, shall as act as prime contractor for this project.

Please sign this "Letter of Intent to Subcontract" to verify that you are willing to participate and enter into a subcontract with our firm to provide geotechnical engineering in an amount to be determined if our firm is awarded the project with the Utah Transit Authority. A DBE company has to be certified in the State of Utah and current in its DBE certification. Please attach a copy of a recent certification letter / annual update that states your firm is presently certified as a DBE by the Utah Uniform Certification Program (UUCP).

DBE firm has read and certifies to the above:


Hiram Alba
Principal Engineer and General Manager

Prime Contractor:


Brent W. Jensen
Sr. Vice President/Utah Area Manager

GeoStrata LLC

Has successfully satisfied
49 CFR part 26 criteria for
certification as a
minority or women owned
business in the

Disadvantaged Business Enterprise Program

Expires on 2/28/2022

This DBE is certified to perform the following:

541330: Engineering Services

541370: Surveying and Mapping Services



A handwritten signature in black ink, appearing to read "A. Gray", positioned above a horizontal line.

Andrew Gray, DBE Liaison & UUCP Certifying Official

Utah Transit Authority

669 West 200 South Salt Lake City, UT 84101



THE SUCCESSFUL BIDDERS/ PROPOSERS SHALL REQUIRE ALL SUBCONTRACTORS TO COMPLETE AND SUBMIT THE FEDERAL CERTIFICATION ATTACHMENTS A, A-1, A-2, A-3, A-5, B, C, D, E, F AND G IF APPLICABLE.

ATTACHMENT A-3: GOOD FAITH EFFORTS DOCUMENTATION FORM

Whether a Bidder / Proposer meets or does not meet the DBE goal, the Bidder / Proposer must submit this form with its DBE Participation Form (Attachment A-1). **In the case of a race neutral project, the Bidder / Proposer is not required to submit good faith efforts documentation.** The Bidder / Proposer must submit a copy of the document(s) sent to DBE's. Failure to submit this form with its bid/proposal and requested additional documentation may render the bid/proposal non-responsive. UTA's DBE Liaison Officer may require that the Bidder / Proposer provide additional substantiation of good faith efforts.

Firm Name	Contact Person	Area of Expertise	Date	Response
NOT APPLICABLE	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

By submitting and signing this form, including any continuation form(s), the Bidder / Proposer certifies that it has contacted the identified DBE firms in good faith (per 49 CFR 26 Appendix A or see DBE Requirements, Terms and Conditions) to discuss contracting opportunities.

Date: _____

Signature: _____

Printed Name: _____

Title: _____



Equal Employment Opportunity Policy Statement

HDR, Inc. and its subsidiaries, hereinafter referred to as HDR, have been and will continue to be equal opportunity employers. We are dedicated to maintaining a work environment which extends equal opportunity for employment and employment-related benefits to all individuals. HDR will recruit, hire, train and promote and will insure that all personnel actions such as compensation, benefits, layoffs, terminations, transfers, education, tuition assistance, social and recreation programs and other terms, conditions and privileges of employment are administered without regard to ancestry, race, color, sex, sexual orientation, gender identity, genetic information, religion, national origin, age, creed, veteran status, citizenship status, marital status, disability status, or any other basis prohibited by law, except where these are essential bona fide occupational qualifications. Compensation for services will not be reduced because of any disability income, pension or other benefits the applicant or employee receives from another source. Towards this objective, HDR has adopted affirmative action programs to assure equal opportunity and compliance with Federal, and local legislation.

Job qualifications for hire, promotion and transfer are established only if they are directly job-related and consistent with business necessity and the performance of the job. Any information obtained relating to a person's physical or mental condition shall be kept confidential except to extent that supervisors and managers may be informed of work limitations or reasonable accommodations necessary, first aid and safety personnel may be informed if emergency precautions or treatment might be necessary and information may be released to Government officials investigating compliance.

If a reasonable accommodation is needed, employees are requested to complete a voluntary disclosure form to assist HDR in identifying possible accommodations, which could enable more effective and safe performance. Reasonable accommodations such as special equipment, job restructure, modified work schedule or other accommodations will be made to enable employees to perform the essential functions of the job and to enable applicants to complete the application process, provided the accommodation does not impose an "undue hardship" on the company.

HDR will not subject employees and applicants to harassment, intimidation, threats, coercion or retaliation because they engaged or may engage in filing a complaint or assisted in a review, investigation or hearing related to any federal, state or local law.

HDR strongly disapproves of any form of discrimination or harassment of individuals applying for work or working at HDR, and furthermore, seeks to make employees at all levels sensitive to the issue and inform them of their equal employment rights.

Concerns or suggestions regarding HDR's Equal Employment Opportunity Policies and their application should be directed to your supervisor, your Managing Principal, Area Manager, or William J. Manhart, Senior Vice President, Chief Human Resources Officer and Corporate EEO Officer (HDR, Inc., 1917 South 67th Street, Omaha, NE 68106, 402/399-1000). All allegations of harassment or discrimination will be investigated in as confidential a manner as possible and corrective action, including discipline or discharge, taken where appropriate. Retaliation against employees filing a complaint is strictly prohibited, as are false charges of discrimination or harassment.

All employees are encouraged to take an active role in promoting our affirmative action efforts. The Affirmative Action Program is available for your inspection during regular business hours by appointment with your Managing Principal or Area Manager.

[California/Seattle, Washington Policy](#)
[Nebraska, Austin, Texas and Portland, Oregon Policy](#)
[Iowa Policy](#)
[San Francisco, California Policy](#)
[New Jersey Policy](#)

[Connecticut Policy](#)
[DC Policy](#)
[Massachusetts Policy](#)
[Minnesota Policy](#)

A handwritten signature in black ink, appearing to read 'Eric L. Keen'.

Eric L. Keen P.E.
Chairman and CEO

December 31, 2020



ATTACHMENT B: BUY AMERICA CERTIFICATE

Solicitation No. _____

Exhibit _____
UTAH TRANSIT AUTHORITY
BUY AMERICA CERTIFICATE
(Federally-Assisted Contract)

SECTION (1); Certify only for IRON, STEEL, or MANUFACTURED PRODUCTS: (Mark One)

- CERTIFICATE OF COMPLIANCE WITH SECTION 165(a).** The offeror hereby certifies that it *will comply* with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations of 49 CFR Part 661;
--OR--
- CERTIFICATE FOR NON-COMPLIANCE WITH SECTION 165(a).** The offeror hereby certifies that it *cannot comply* with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it *may qualify for an exception* to the requirement pursuant to Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR Part 661.7.

SECTION (2); Certify only for ROLLING STOCK and ASSOCIATED EQUIPMENT: (Mark One)

- CERTIFICATE OF COMPLIANCE WITH SECTION 165(b)(3).** The offeror hereby certifies that it *will comply* with the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations of 49 CFR Part 661.11;
--OR--
- CERTIFICATE FOR NON-COMPLIANCE WITH SECTION 165(b)(3).** The offeror hereby certifies that it *cannot comply* with the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but it *may qualify for an exception* to the requirement consistent with Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR Part 661.7.

SECTION (3); OFFEROR'S SIGNATURE: *(Sign, date and enter your title and the name of your company)*

Brent W. Jensen
Signature

October 20, 2021
Date

Sr. Vice President / Utah Area Manager
Title

HDR
Name of Company/Offerer



ATTACHMENT C: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION FROM TRANSACTIONS FINANCED IN PART BY THE U.S. GOVERNMENT

This certification is made in accordance with Executive Order 12549, 49 CFR Part 29, 31 USC §6101 and similar federal requirements regarding debarment, suspension and ineligibility with respect to federally-funded contracts.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Federal Transit Administration. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Federal Transit Administration, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

If the bidder or proposer is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing an "X" in the following space _____.

Signature of the Bidder or Proposer Authorized Official

Brent W. Jensen, Sr. Vice President /Area Manager

Name and Title of the Bidder or Proposer Authorized Official

FEDERAL ID # 47-0680568

Date: October 20, 2021



ATTACHMENT D: CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Brent W. Jensen, hereby certifies
(Name and Title of Company Official)
on behalf of HDR that:
(Name of Company)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 20th day of October, 2021.

By Brent W. Jensen
(Signature of Authorized Official)

Sr. Vice President / Utah Area Manager
(Title of Authorized Official)



ATTACHMENT F: SOLICITATION STATISTICS

Dear Subcontractor:

The Utah Transit Authority maintains bidding statistics, regarding **ALL** firms bidding on prime contracts and **subcontracts** on DOT-assisted projects in accordance to the federal regulation 49 CFR Part 26.11. Include copies of this form with your bid package to **ANY SUBCONTRACTORS**. Return the form from each proposer **with your bid package**, both Disadvantaged Business Enterprises' (DBE) and non-DBEs (A DBE is a firm that meets the criteria in 49 CFR 26). Thank you for your assistance with this request. If you have any questions, comments or suggestions, please contact Raymond Christy, UTA's DBE Liaison Officer (801) 262-5626 extension 3537.

This information will only be used for statistical purposes as allowed under 49 CFR Part 26.

Firm Name: HDR

Firm Address: 2825 East Cottonwood Pkwy, Suite 200, Salt Lake City, Utah 84121

Status: Non-DBE DBE

Company's Type of Work: Engineering

Month/Year firm started: Company was founded in 1917

Company Owner(s) Ethnic Background (optional)			
<input type="checkbox"/> African American	<input type="checkbox"/> Asian	<input type="checkbox"/> Male	
<input type="checkbox"/> Hispanic	<input type="checkbox"/> Native American	<input type="checkbox"/> Female	
<input type="checkbox"/> Polynesian	<input type="checkbox"/> Caucasian	<input type="checkbox"/> Other	

Annual Gross Receipts of the Firm: (check one)

0 to \$500,000	<input type="checkbox"/>	\$500,000 - \$1,000,000	<input type="checkbox"/>
\$1 Million - \$5 Million	<input type="checkbox"/>	\$5 Million - \$10 Million	<input type="checkbox"/>
\$10 Million - \$16.7 Million	<input type="checkbox"/>	Above \$16.7 Million	<input checked="" type="checkbox"/>

Name of Solicitation: FrontRunner Forward Environmental Services Pool



ATTACHMENT F: SOLICITATION STATISTICS

Dear Subcontractor:

The Utah Transit Authority maintains bidding statistics, regarding ALL firms bidding on prime contracts and subcontracts on DOT-assisted projects in accordance to the federal regulation 49 CFR Part 26.11. Include copies of this form with your bid package to **ANY SUBCONTRACTORS**. Return the form from each proposer with your bid package, both Disadvantaged Business Enterprises' (DBE) and non-DBEs (A DBE is a firm that meets the criteria in 49 CFR 26). Thank you for your assistance with this request. If you have any questions, comments or suggestions, please contact Raymond Christy, UTA's DBE Liaison Officer (801) 262-5626 extension 3537.

This information will only be used for statistical purposes as allowed under 49 CFR Part 26.

Firm Name: Mott MacDonald, LLC

Firm Address: 5975 Union Park Center, Suite 600, Midvale, UT 84047-4187

Status: Non-DBE DBE

Company's Type of Work: Engineering and Consulting

Month/Year firm started: 11/1972

Company Owner(s) Ethnic Background (optional)

<input type="checkbox"/> African American	<input type="checkbox"/> Asian	<input type="checkbox"/> Male
<input type="checkbox"/> Hispanic	<input type="checkbox"/> Native American	<input type="checkbox"/> Female
<input type="checkbox"/> Polynesian	<input type="checkbox"/> Caucasian	<input type="checkbox"/> Other

Annual Gross Receipts of the Firm: (check one)

0 to \$500,000 \$500,000 - \$1,000,000

\$1 Million - \$5 Million \$5 Million - \$10 Million

\$10 Million - \$16.7 Million Above \$16.7 Million

Name of Solicitation: FrontRunner Forward Environmental Services Pool



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Firm Name: CRS Consulting Engineers Incorporated

Firm Address: 4246 Riverboat Road Ste 200

Salt Lake City, UT 84123

Status: Non-DBE DBE

Company's Type of Work: Civil Engineering

Month/Year firm started: January, 1905

Company Owner(s) Ethnic Background (optional)

<input type="checkbox"/> African American	<input type="checkbox"/> Asian	<input checked="" type="checkbox"/> Male
<input type="checkbox"/> Hispanic	<input type="checkbox"/> Native American	<input type="checkbox"/> Female
<input type="checkbox"/> Polynesian	<input checked="" type="checkbox"/> Caucasian	<input type="checkbox"/> Other

Annual Gross Receipts of the Firm: (check one)

0 to \$500,000 \$500,000 - \$1,000,000

\$1 Million - \$5 Million \$5 Million - \$10 Million

\$10 Million - \$16.7 Million Above \$16.7 Million

Name of Solicitation: FrontRunner Forward Environmental Services Pool



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Firm Name: Pacific Railway Enterprises, Inc.

Firm Address: 3560 University Avenue, Suite F, Riverside, CA 92501

Status: Non-DBE DBE
Company's Type of Work: Railroad Signal and Systems Communication Design, Inspection and Engineering Services

Month/Year firm started: 1994

Company Owner(s) Ethnic Background (optional)			
<input type="checkbox"/> African American	<input type="checkbox"/> Asian	<input type="checkbox"/> Male	
<input type="checkbox"/> Hispanic	<input type="checkbox"/> Native American	<input type="checkbox"/> Female	
<input type="checkbox"/> Polynesian	<input checked="" type="checkbox"/> Caucasian	<input type="checkbox"/> Other	

Annual Gross Receipts of the Firm: (check one)

0 to \$500,000 \$500,000 - \$1,000,000

\$1 Million - \$5 Million \$5 Million - \$10 Million

\$10 Million - \$16.7 Million Above \$16.7 Million

Name of Solicitation: FrontRunner Forward Environmental Services Pool



ATTACHMENT F: SOLICITATION STATISTICS

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This information will only be used for statistical purposes as allowed under 49 CFR Part 26.

Firm Name: Certus Environmental Solutions

Firm Address: 655 7th Avenue, Salt Lake City, UT 84103

Status: Non-DBE DBE

Company's Type of Work: Cultural Resource Consulting

Month/Year firm started: 05/2012

Company Owner(s) Ethnic Background (optional)

<input type="checkbox"/> African American	<input type="checkbox"/> Asian	<input type="checkbox"/> Male
<input type="checkbox"/> Hispanic	<input type="checkbox"/> Native American	<input checked="" type="checkbox"/> Female
<input type="checkbox"/> Polynesian	<input checked="" type="checkbox"/> Caucasian	<input type="checkbox"/> Other

Annual Gross Receipts of the Firm: (check one)

0 to \$500,000 \$500,000 - \$1,000,000

\$1 Million - \$5 Million \$5 Million - \$10 Million

\$10 Million - \$16.7 Million Above \$16.7 Million

Name of Solicitation: FrontRunner Forward Environmental Services Pool



ATTACHMENT F: SOLICITATION STATISTICS

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This information will only be used for statistical purposes as allowed under 49 CFR Part 26.

Firm Name: IGES Ingenieros, LLC d/b/a GeoStrata

Firm Address: 14425 South Center Point Way
Bluffdale, Utah 84065

Status: Non-DBE DBE

Company's Type of Work: Geotechnical Consulting

Month/Year firm started: 2001

Company Owner(s) Ethnic Background (optional)		
<input type="checkbox"/> African American	<input type="checkbox"/> Asian	<input type="checkbox"/> Male
<input checked="" type="checkbox"/> Hispanic	<input type="checkbox"/> Native American	<input type="checkbox"/> Female
<input type="checkbox"/> Polynesian	<input type="checkbox"/> Caucasian	<input type="checkbox"/> Other

Annual Gross Receipts of the Firm: (check one)

0 to \$500,000 \$500,000 - \$1,000,000

\$1 Million - \$5 Million \$5 Million - \$10 Million

\$10 Million - \$16.7 Million Above \$16.7 Million

Name of Solicitation: Frontrunner Forward Environmental Services Pool



ATTACHMENT G: Requirement for Written Subcontracts
(To be submitted with Bid or Proposal)

Provided that your firms Bid or Proposal is determined to be the winner for this Procurement, (UTA Number: 21-03496VW, Bidder/Proposer: HDR), does hereby acknowledge and agree to comply with by signing below, the Authority's requirement to have written subcontracts for all the Work provided for by subcontractors at any tier for the Work awarded to them through this Procurement, and that Bidder/Proposer will pass along all applicable requirements, federal or otherwise, but not limited thereto to all sub tier contractors.

Company Name: HDR

Signed by: Brent W. Jensen

Title: Sr. Vice President / Utah Area Manager

Date: October 20, 2021