

PROFESSIONAL SERVICES AGREEMENT

UTA CONTRACT #22-03579BM TechLink Corridor Planning and Environmental Linkages Study

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

RECITALS

WHEREAS, UTA desires to hire professional services to complete a transit corridor planning and environmental study to evaluate potential alignments for transit connections in Salt Lake City, including the University of Utah Research Park Extension and rail extensions and realignments in downtown Salt Lake City including the Granary District. The study will identify a preferred transit corridor that will improve transit access to growing neighborhoods on the west and east sides of Salt Lake City, but also improve regional connectivity and accessibility via the TRAX system.

WHEREAS, On June 13, 2022, UTA issued Request for Proposal Package Number 22-03579BM (“RFQu”) encouraging interested parties to submit proposals to perform the services described in the RFQu.

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

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

AGREEMENT

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

1. SERVICES TO BE PROVIDED

- a. Contractor shall perform all Work as set forth in the Scope of Services (Exhibit A). Except for items (if any) which this Contract specifically states will be UTA-provided, Contractor shall furnish all the labor, material and incidentals necessary for the Work.
- b. Contractor shall perform all Work under this Contract in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.

- c. All Work shall conform to generally accepted standards in the transit industry. Contractor shall perform all Work in compliance with applicable laws, regulations, rules, ordinances, permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection.
- d. Contractor shall furnish only qualified personnel and materials necessary for the performance of the Work.
- e. When performing Work on UTA property, Contractor shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.

2. **MANAGEMENT OF WORK**

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

3. **PROGRESS OF WORK**

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

replace or re-execute the Work so as to conform to the Contract requirements.

- g. If Contractor fails to promptly remedy rejected Work as provided in Section 4.6, UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other Contractor s or UTA’s own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Contractor .

4. **PERIOD OF PERFORMANCE**

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for an initial 3- year period expiring November 30, 2025. UTA may, at its sole election and in its sole discretion, extend the initial term for up to Two additional one-year option periods, for a total Contract period not to exceed Five years. Extension options may be exercised by UTA upon providing Consultant with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). This Contract may be further extended if the Consultant and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

5. **COMPENSATION**

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

6. **INCORPORATED DOCUMENTS**

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

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

7. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

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

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

8. **CHANGES**

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

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

- b. A change in the Work may only be directed by UTA through a written Change Order or

(alternatively) UTA’s expressed, written authorization directing Contractor to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Contractor without such written authority shall be at Contractor’s sole risk. Contractor shall not be entitled to rely on any other manner or method of direction.

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

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

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

9. **INVOICING PROCEDURES**

- a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
 - i. Contractor Name
 - ii. Unique Invoice Number
 - iii. PO Number
 - iv. Invoice Date
 - v. Detailed Description of Charges, including:
 - B. Task Number
 - C. Activity Description

- D. Budget
- E. Previously Invoiced
- F. Current Invoice
- G. Total Invoiced
- H. Remaining Budget
- I. Percent Spent

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 Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal.

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

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

11. **USE OF SUBCONTRACTOR S**

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

- s.
- e. Contractor agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Contractor further agrees that all subcontracts shall comply with all applicable laws.

12. KEY PERSONNEL

Contractor shall provide the key personnel as indicated in Contractor’s Proposal (or other applicable provisions of this Contract), and shall not change any of said key personnel without the express written consent of UTA. The following individuals are concerned to be key personnel under this contract.

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

13. SUSPENSION OF WORK

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

14. TERMINATION

a. **FOR CONVENIENCE:**

UTA shall have the right to terminate the Contract at any time by providing written notice to Contractor . If the Contract is terminated for convenience, UTA shall pay Contractor : (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the

termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.

b. **FOR DEFAULT:**

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

1. Terminate the Contract (in whole or in part) for default and obtain the Professional Services using other Contractor s or UTA's own forces, in which event Contractor shall be liable for all incremental costs so incurred by UTA;
2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
3. Except to the extent limited by the Contract, pursue other remedies available at law.

CONTRACTOR 'S POST TERMINATION OBLIGATIONS:

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

15. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of this Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Contractor shall also retain other books and records related to the performance, quality or management of this Contract and/or Contractor 's compliance with this Contract. Records shall be retained by Contractor for a period of at least six (6) years after completion of the Work, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by

UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Contractor agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractors utilized in the performance of the Work at any tier.

16. FINDINGS CONFIDENTIAL

Any documents, reports, information, or other data and materials delivered or made available to or prepared or assembled by Contractor or subcontractor under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Contractor without consent in writing from UTA. If confidential information is released to any third party without UTA's written consent as described above, contractor shall notify UTA of the data breach within 10 days and provide its plan for immediate mitigation of the breach for review and approval by UTA.

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

17. PUBLIC INFORMATION.

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

18. GENERAL INDEMNIFICATION

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

or benefits payable under any employee benefit acts, including workers’ compensation or disability acts. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

19. **INSURANCE REQUIREMENTS**

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

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

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

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

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

4. Professional Liability (Errors and Omissions Liability)

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

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

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

5. Railroad Protective Liability Insurance (RRPLI) –

During construction and maintenance within fifty (50) feet of an active railroad track, including but not limited to installation, repair or removal of facilities, equipment, services or materials, the Contractor must maintain “Railroad Protective Liability” insurance on behalf of UTA only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.

If the Contractor is not enrolling for this coverage under UTA’s blanket RRPLI program, the policy provided must have the definition of “JOB LOCATION” AND “WORK” on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement.

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

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

respect to any insurance carried by UTA. Contractor will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.

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

20. **OTHER INDEMNITIES**

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

21. **INDEPENDENT CONTRACTOR**

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

22. **PROHIBITED INTEREST**

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

23. **CLAIMS/DISPUTE RESOLUTION**

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

Level of Authority	Time Limit
UTA's Project Manager/Contractor's Project Manager	Five calendar days
UTA's Director of Supply Chain/Consultant's Local Business Lead	Five calendar days
UTA's Chief Financial Officer]/Consultant's District Transportation Lead	Five calendar days

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

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

24. **GOVERNING LAW**

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

25. **ASSIGNMENT OF CONTRACT**

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

26. **NONWAIVER**

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

27. **NOTICES OR DEMANDS**

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

If to UTA:

Utah Transit Authority

ATTN: Brian Motes

669 West 200 South

Salt Lake City, UT 84101

with a required copy to:

Utah Transit Authority

ATTN: Legal Counsel

669 West 200 South

Salt Lake City, UT 84101

If to Contractor :

HORROCKS Engineers, Inc. Attn: Claire Woodman

1265 East Fort Union Blvd. Suite 200, Cottonwood Heights, UT, 84047

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

28. **CONTRACT ADMINISTRATOR**

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

29. **INSURANCE COVERAGE REQUIREMENTS FOR CONTRACTOR EMPLOYEES AND SUBCONTRACTORS UNDER DESIGN AND CONSTRUCTION CONTRACTS**

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

30. **COSTS AND ATTORNEYS FEES**

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

31. **NO THIRD PARTY BENEFICIARY**

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

32. **FORCE MAJEURE**

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

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

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

34. **TRAVEL COSTS**

Any travel costs charged against this contract and paid for with contract funds must be in compliance with UTA's Travel Policy (UTA .02.XX) and the U.S. General Services Administration (GSA) per diem rates

35. **SEVERABILITY**

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

36. **ENTIRE AGREEMENT**

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

36. **AMENDMENTS**

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

37. **COUNTERPARTS**

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

38. **SURVIVAL**

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

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

UTAH TRANSIT AUTHORITY:

HORROCKS ENGINEERS, INC.

By _____
Name _____

Title _____

Date _____

By _____

Name _____

Title _____

Date _____

By _____

Name _____


Title _____

Date _____

By 
Name Shane Marshall

Title Utah Area Manager

Date October 10, 2022

By 
Name Claire Woodman

Title Senior Project Manager

Date October 10, 2022

Fed ID# 87-0296502

Approved as to Content and Form by



10/11/2022

Date: _____

Mike Bell, AAG State of Utah
and UTA Legal Counsel

Tim Merrill, for
Counsel for UTA

Reviewed & Recommended by

Date: _____

Patti Garver, UTA Manager of Environmental and Grant Services

Exhibit A

Scope of Work and General Contract Assumptions

Scope of Work

The Engineer will, as coordinated and directed by UTA, work cooperatively with the UTA, the various city building departments, RMP and the contractor to accomplish the final design, permitting, and construction of the Project. The Engineer shall provide the necessary professional engineers, CADD operators, surveyors, and other staff as needed, in addition to the professional and technical skills, materials, supplies, and other services required for the successful completion of the Scope of Work listed below.

Executive Summary

This Scope of Work describes the work tasks associated with the TechLink Corridor Planning and Environmental Linkages (PEL) Study (hereafter referred to as the “PEL Study”) in Salt Lake City, Utah. The Utah Transit Authority (UTA), Salt Lake City, the Salt Lake City Redevelopment Agency (RDA), and the University of Utah have formed the **TechLink Partnership** to explore new transit connections in Salt Lake City, including a link between the University of Utah Research Park (UURP), the University of Utah main campus, the Salt Lake Central Intermodal Hub, and the emerging Innovation District on the west side of the Salt Lake City central business district. The PEL Study will lead to the identification of a transit corridor investment that will not only provide improved transit access for growing neighborhoods on the east and west sides of Salt Lake City, but also improve regional connectivity via UTA’s transit system and provide access to employment for low income and minority residents. The PEL Study will also consider environmental concerns and opportunities in the corridor and will be completed in accordance with Federal Planning and Environmental Linkage processes to ensure that this study will support an expedited environmental clearance process in the future (see Appendix A of 23 CFR 450 for additional information). It is assumed that the study will take roughly 18 months to complete, see detailed schedule exhibit for additional information on anticipated duration of tasks and activities described within this scope of work. The PEL Study is funded in part by a USDOT RAISE grant and will need to meet analytic requirements set forth by that grant program.

Task 1: Project Management

The Consultant will lead project management tasks to ensure that the PEL Study is completed on schedule and within scope and budget. The Consultant will be responsible for organizing and facilitating project meetings, providing meeting documentation, managing consultant team members, and providing regular progress reports. The Consultant and the TechLink Partnership will be referred to herein as the “Project Management Team.” Task 1 will include the following actions:

- **Ongoing project management activities:** including preparation and maintenance of schedule, monthly invoicing, and management of subconsultants.
- **Development of a Project Management Plan (PMP):** the Consultant will produce a PMP that details Consultant, Client, and TechLink Partnership roles and responsibilities, pertinent project information (scope, schedule, budget), communication protocols and methods, quality management plan and procedures (including QA/QC process), and change management processes.
- **Identify project partners and stakeholders:** the Project Management Team will collaborate to identify additional project partners as needed, as well as stakeholders to engage throughout the course of the project.

- **Conduct In-Depth Interviews (IDIs):** IDIs will be conducted at project onset and at key milestones to help obtain consensus at decision making points. IDIs will be small individual meetings held with each individual partner.
- **Establish a Steering Committee:** The Project Management Team will engage a Steering Committee to provide high-level direction and guidance; members of the Steering Committee will be determined by the TechLink Partnership but are likely to include Wasatch Front Regional Council (WFRC), the Utah Department of Transportation (UDOT), and additional representatives as needed from UTA, Salt Lake City, and the University of Utah in addition to the Project Management Team.
- **Establish a Technical Advisory Committee (TAC):** The Project Management Team will engage a TAC to provide technical guidance and review; members of the TAC will be determined by the TechLink Partnership but are likely to include Wasatch Front Regional Council (WFRC), the Utah Department of Transportation (UDOT), and additional representatives as needed from UTA, Salt Lake City, and the University of Utah in addition to the Project Management Team.
- **Develop Project Charter:** The Project Management Team will collaborate to develop a Project Charter, which will identify measurements of success, schedule of deliverables, and other topics as necessary that reflect the project management approach for the study. It will also describe the TechLink Partnership commitment to equity and sustainability.
- **Equity and Sustainability Check-ins:** These will be internal meetings with the Consultant Equity Lead and each Task Lead around key milestones to ensure the commitment to equity and sustainability is being met. This process will be documented as part of the final PEL report.
- **Coordination with the Federal Transit Administration (FTA):** These activities will be conducted in partnership with UTA, to keep FTA updated on the progress of the project, including purpose and need, review of alternatives, ridership forecasts, and when appropriate, direction on the class of action to advance the National Environmental Policy Act (NEPA) process.
- **Meetings:** The Consultant will lead the organization and facilitation of project meetings, including:
 - Project Kickoff
 - Project Management Team meetings
 - Technical Advisory Committee meetings
 - Steering Committee meetings
 - Policy Committee, if needed (representing agency elected or executive staff) meetings
 - FTA Coordination meetings

Assumptions:

- Project Kickoff will be a two-hour in-person meeting with the Project Management Team and include Consultant team leads
- Project Management Team meetings will be held biweekly and include up to three members of the Consultant Team. Meetings will be held virtually.
- IDIs will be held with UTA (if needed), SLC, and University of Utah/UURP. Meetings will be one-hour each with two members of the Consultant Team. The IDI at project onset will be held in person, with the remaining IDIs conducted virtually. IDIs anticipate at four times: kickoff,

Purpose & Need/Screening Criteria, Range of Alternatives, and Level 2 Screening/Select a Preferred Alternative.

- Steering Committee, TAC, Policy and FTA meeting frequency and Consultant team staffing around each key milestone is shown below. Steering Committee, TAC, and Policy meetings will be held in-person. FTA meetings will be held virtually.

Milestone/ Workshop	Steering Committee (up to four members of Consultant team)	TAC (up to four members of Consultant team)	Policy Committee (up to two members of Consultant team)	FTA Coordination Meetings (up to two members of Consultant team)
Kickoff, Project Charter; Goals, Purpose & Need, Screening Criteria	Combined Steering Committee/TAC Meeting		X	X
Range of Alternatives	Combined Steering Committee/TAC Meeting			X
Level 1 Screening	X	X		
Level 2 Screening and Select Preferred Alternative	X	X	X	X
Action Plan and Next Steps	Combined Steering Committee/TAC Meeting			X

Deliverables:

- Monthly progress letters with invoices
- Project Management Plan
- Rosters of Teams and Committees formed
- Meeting materials, agenda, and notes for meetings listed above
- Project Charter

Task 2: Establish Goals and Objectives, Define Purpose and Need

The work items in Task 2 are critical to establish the direction of the project, clarify the goals that a transit project in the TechLink corridor should achieve, and create a clear statement of Purpose and Need to serve this PEL study process to identify and evaluate alternatives. As part of Task 2, the Project Management Team will verify the study area and sphere of influence, recognizing that the transit alignments under study in downtown Salt Lake City, the University of Utah, and in Research Park have a wider impact when considering their potential integration with the Blue, Red, and Green TRAX lines and their connection to services such as FrontRunner commuter rail.

The Consultant will lead development of goals and objectives language, using preliminary goals language from the *Downtown Salt Lake City Rail Extensions & Connections Feasibility Study* (April 2021) as a starting point. Goals and objectives will also reflect priorities of the University of Utah (such as the *Presidents' Climate Leadership Commitments*). Climate and equity concerns are of utmost importance to the study partners; the Consultant will review local, regional, state, and national climate and equity initiatives to identify potential goals, objectives, and metrics that would be appropriate for consideration as part of the PEL Study. Geographic data will be considered when drafting the Purpose and Need for the proposed action. The Consultant will outline the screening methodology and evaluation criteria for alignments to be considered. In addition, FTA evaluation criteria for Capital Investment Grant applications will be considered when drafting goals and objectives language.

Draft goals and objectives language, a Purpose and Need statement, and screening and evaluation criteria will be reviewed by the TechLink Partnership, stakeholders, and the public, incorporating feedback and revising as appropriate.

Assumptions:

- None

Deliverables:

- Goals and Objectives, Purpose and Need, and Screening Criteria Memo

Task 3: Data Collection

General

The Consultant will gather and review various datasets and/or conduct observations to support analytic efforts in this scope of work. This will include datasets to support Level 1 and Level 2 screening as described in Task 7 of this scope of work; data collection and analysis required to meet RAISE grant obligations; and data that may be used in future FTA funding applications. These may include but not be limited to:

- UTA 2019 on-board survey results
- Ridership trends within the study area
 - Ridership counts by station and line are available from UTA through 2019
- Average daily traffic counts (PM peak) at up to ten locations (locations TBD)
- Presence/location and potential demand for legally binding affordable housing based on information from all appropriate sources
- Presence/location of jobs/essential jobs, social services, healthcare, education/training based on available GIS or other online data
- Census demographic and socioeconomic data
- Environmental GIS data (including floodplains, wetlands, hazardous waste, historic districts, underground storage tanks, and other layers as appropriate) as available from UGRC or other readily available sources
- Identification of known historic resources and other Section 4(f) sites
- Base GIS data from the Utah Geospatial Resource Center (UGRC), UTA, UDOT, Salt Lake City, and WFRC as needed
- Streetlight data on origin/destination pairs for active transportation modes
- Bicycle/pedestrian potential demand and bicycle network quality databases from WFRC
- Equity Focus Areas from WFRC
- Existing right-of-way width
- Numetrics crash data from UDOT for a three-year time frame, in addition to crash and crime data from Salt Lake City
- Qualitative review of corridor and station-area development patterns and characteristics
- Other readily available datasets as applicable depending on the goals, objectives, purpose, and need for the TechLink Corridor

Granary District Survey

Historically, the Granary District has tended to consist of primarily industrial land use; however, it is being redeveloped with apartments being constructed and breweries and other storefronts springing up. Transit access in the area is currently limited and this means that the 2019 Origin-Destination Study will likely not have many trips in the area represented in the dataset. Therefore, the Consultant will conduct a survey of residents and businesses in the area to better inform the STOPS model and other planning efforts.

The survey will seek to understand the trip making behavior of those living in the Granary District or traveling to it for leisure (e.g., brewery, restaurant, theater) or shopping purposes. The Consultant will collect origin-destination information for a trip into the area, including trip start/end location, trip purpose, mode(s) used, additional mode detail for transit trips (e.g., access/egress), and demographics.

The Consultant will survey customers using a web-based survey on tablets at the locations and also distribute postcards with a URL to the survey to customers who wish to take the survey at another time or to locations where foot traffic is relatively slow. In addition to surveying customers of local businesses, postcard invitations will be mailed to residents of apartment buildings in the Granary District.

The survey effort will be coordinated with the public outreach effort in other phases of the project. Specifically, this effort will coordinate with Task 5 and specific Granary District neighborhood organizations to gain cooperation from local businesses to survey their customers. For that, the survey can be made available for public meetings or other outreach opportunities to obtain information about how people travel to the area and their needs.

Once data collection is complete, the Consultant will analyze the survey data and create charts and tables showing the key findings. The methodologies and key findings will be documented in a technical memorandum.

Assumptions:

- Data is readily available from either online databases or from project partners. No fieldwork will be performed, with the following exceptions:
 - Consultant team will conduct traffic counts at up to 10 locations
 - Travel information and demographics for Granary will be obtained from Survey effort described above

Deliverables:

- Data Collection List
- Granary District Travel Survey Memo

Task 4: Analysis of Existing and Future Conditions

The Consultant will lead the analysis of existing and future conditions to support the development of Purpose and Need, and the Level 1 and Level 2 screening processes described in Task 7. This could include but not be limited to the topics outlined below, as needed to help define project purpose and need; screen alternatives; meet RAISE grant requirements; and position UTA for future federal funding applications.

Planning Context

Multiple planning documents provide context for the study area. The Consultant will be familiar with key information and conclusions from local plans, which may include the following:

- UTA Future of Light Rail Study Findings
- Downtown Salt Lake City Rail Extensions & Connections Feasibility Study
- Ballpark and Central Station area plans
- Salt Lake City neighborhood community plans
- Salt Lake City zoning ordinance
- Salt Lake City Downtown Plan

- Salt Lake City Transit Master Plan and Local Link Transit Study
- Salt Lake City Pedestrian & Bicycle Master Plan
- Salt Lake City Street and Intersection Typology Design Guide
- Salt Lake City Climate Positive 2040
- University of Utah Research Park Strategic Plan
- University of Utah Campus Mobility Hub Study
- University of Utah Climate Action Plan
- University of Utah and Salt Lake City RDA Station Center Feasibility Study
- University of Utah Bicycle Master Plan
- The Wasatch Choice Regional Vision
- The Wasatch Front Regional Council Regional Transportation Plan
- Upcoming or ongoing studies such as the Salt Lake City Transportation Master Plan, the Granary District Area Plan, and Phase 2 of the Future of Light Rail Study
- Other transit-supportive plans and policies as provided by the project partners

Current and Future Transportation Conditions

The Consultant will lead the evaluation of current and future transportation conditions for the purposes outlined previously. This analysis could include:

- Bus, TRAX, commuter rail, and campus shuttle service and existing ridership levels
- Active transportation and first/last mile connections, including micromobility options
- Access for people with disabilities
- Freight circulation and major freight trip generators, as well as regional freight connectivity
- Parking supply and utilization and pricing within the study area
- Number, rate, locations and consequences of collisions, especially those involving serious injuries or fatalities, highlighting collisions for bicyclists and pedestrians
- Incidence of transportation safety hazards associated with inexperienced or senior drivers, distracted drivers, or people driving under the influence
- The condition of existing transportation infrastructure
- Projected ridership and traffic conditions from the WFRC travel demand model
- Proposed transportation improvements in the study area from documents referenced above
- Current and projected origin/destination patterns

Understanding the travel needs of underserved people is of critical importance. The Consultant will collaborate with the TechLink Partnership to identify travel demand to and from Equity Focus Areas as defined and identified by WFRC within the study area and sphere of influence using the methods outlined above and will prepare and distribute supplemental surveys as necessary to underserved populations to gather additional feedback on travel needs.

Environmental Justice and Equity Review

The Consultant will review readily available information within the study area to set a framework for environmental justice and equity considerations. The intent of this review is to build on environmental justice and Title VI requirements and include considerations beyond minority and low-income populations. This review would potentially include findings with regards to:

- Unhoused populations, disabled populations, limited English proficiency populations, zero-car households, cost-burdened households, and other populations
- Additional demographic data from the Granary Survey

- Displacement, gentrification risks, and affordable housing specific to this study area and potential future transit investment
- Disadvantaged communities and transit access
- Nexus of equity and climate change, including review of disproportionate effects experienced by disadvantaged communities, and specific areas of concern for this project (e.g., urban heat island effect, air quality and public health, etc.)

High-level Environmental Screening

The Consultant will conduct a high-level environmental screening to identify potential effects on environmental resources within the study area for each resource listed below. This analysis will provide a basis of comparison for various environmental parameters for the alternatives under consideration and will be integrated into the screening processes outlined in Task 7. This data will be collected using available online resources only; no detailed field delineations, surveys, or reviews are needed for this study. Resource areas assumed to be included in the screening level are:

- Floodways and 100-year floodplain boundaries
- Possible locations of wetlands, if applicable
- Known potential hazardous materials sites (a Phase I report is not needed)
- Community or public wells
- Rivers and lakes
- State and national forests
- Wildlife reserves
- Threatened and endangered species and habitat
- Section 4(f) and 6(f) properties
- Public parks, trails, and recreation facilities
- Prime agricultural land
- Previously documented historic architecture and archaeological resources
- Viewsheds
- Noise and vibration sensitive receivers
- Air quality conformity status
- Neighborhoods and businesses
- Environmental Justice

The Consultant will coordinate with the UTA Project Manager and the UTA Environmental Program Manager to identify the appropriate geographies for assessing these environmental resources, to adhere to FTA and NEPA requirements for buffer areas based on mode. The high-level environmental screening will include mapping of all affected environmental resources listed above, identify environmental resources that will require further analysis in a NEPA document, and identify features that may require a context-sensitive approach in a memo format with supporting exhibits. The high-level environmental screening will be made available to resource agencies and the public as an Early Agency Scoping Memo.

The Consultant will develop an Existing and Future Conditions Memo documenting the key findings from the planning context, transportation conditions, environmental justice and equity review, and environmental screening review.

Assumptions:

- A field visit for a high-level visual confirmation of online data may be required and will be coordinated with UTA if needed

Deliverables:

- Existing and Future Conditions Memo (includes Environmental Justice and Equity Review)

- Early Agency Scoping Memo

Task 5: Public Outreach and Stakeholder Engagement

A major goal of the TechLink Corridor Planning and Environmental Linkage Study will be to establish consensus among key stakeholders on the preferred alternative. To this end, the Consultant will lead public outreach and stakeholder engagement with support from members of the TechLink Partnership; project partners have strong relationships with key stakeholders throughout the study area and will supplement Consultant outreach activities with staff time, student support, and other resources. The Consultant will use community-based organization partners as subcontractors, to support with equitable outreach. The Consultant will develop all materials and host events, with the TechLink Partnership providing reviews and supplemental meeting participants.

Public Involvement Plan

The Consultant will lead the development of a Public Involvement Plan, which will be compliant with federal requirements for environmental justice, language proficiency, and Title VI, as well as federal standards for a PEL process. The Public Involvement Plan will establish a framework that delivers an equitable planning approach, and will include following principles:

- Identify what has worked best in previous planning initiatives for neighborhoods along the route
- Seek local leaders and participants who can play a hands-on role
- Engage in concentrated periods linked to key decisions
- Use focused, well-publicized, and accessible platforms and techniques for engagement
- Use clear platforms for maintaining continuous engagement
- Integrate the process with ongoing community events
- Make the process fun and hands-on
- Leave people with more expertise than they had at the beginning

The Public Involvement Plan developed by the Consultant will outline the approach for several levels of outreach, along with roles and responsibilities of the TechLink Partners supporting the efforts:

- Engagement with state and federal environmental resource agencies beginning early in the process to share information and gather feedback about potential impacts and required permitting (these are covered under Task 1).
 - UTA Light Rail Business Unit
 - Utah Department of Transportation
- Stakeholder engagement with broad stakeholder groups such as:
 - Community-based organizations
 - Private sector partners
 - Salt Lake City organizations including but not limited to:
 - Community Councils
 - Business Advisory Committee
 - Downtown Development and Transportation Committees
 - GreenBike Board of Directors
 - Bicycle Advisory Committee
 - Transportation Advisory Board
 - Homeless Outreach Team
 - Granary District Alliance
 - University of Utah Student Association
 - University of Utah Research Park Traffic Management Association

- University of Utah Commuter Services
- Salt Lake County
- Major employers
- Local businesses
- Social service providers
- The general public. These efforts will be coordinated with other local agency outreach to ensure efforts and messages are coordinated where feasible.
- Online engagement

Tactics

The Consultant will engage the following tactics to provide a broad representation of community engagement. These will be fleshed out with more detail in the Public Involvement Plan:

- **Project branding and templates:** The Consultant will develop a logo, branding, and document templates for use throughout the PEL Study to promote the project and differentiate the PEL Study from other efforts that may be occurring in the study area.
- **Media relations and public affairs support:** The Consultant will provide media relations and public affairs support to the TechLink Partnership during times of media activity around community events or press releases.
- **Website and Online Engagement:** The Consultant will develop and host a website for the Study to provide information and ongoing opportunities to collect comments. This tactic will also include development of social media content, production of online geo-targeted ads, QR codes, and interactive surveys.
- **Collateral:** The Consultant will develop collateral (flyers, social media posts, etc.) around key events for distribution by the TechLink partnership and community organizations/leaders.
- **Hotline/Email Management:** The Consultant will establish a hotline and email account for the Study and will monitor and respond to calls and emails.
- **Community Partnership Program:** In close coordination with the TechLink Partnership, the Consultant will establish a Community Partnership Program which will:
 - Identify community partners
 - Develop a compensation program, including contracting procedures and responsibilities for Consultant and TechLink Partnership for contracting/reimbursement
 - Deploy community partners to assist in public engagement.
- **Community Events:** The Consultant will host and/or participate in up to 12 community events throughout the Study.
- **Public Survey:** The Consultant will support the Granary District Survey effort described under Task 3 and may collect additional information as needed.

Documentation

The Consultant will provide documentation of outreach performed and feedback received. This will include detailed reporting on outreach conducted towards underserved people, such as quantifiable statistics of attendees that participated in outreach events, and demonstration of how feedback from underserved communities was incorporated into the PEL study process. A complete summary of engagement will be documented in a Final Engagement Report.

Assumptions:

- Social media content to be developed by Consultant and distributed by TechLink Partnership and community partners
- Major milestones for public engagement include four periods: Purpose and Need, Range of Alternatives, Level 1 Screening (Refine Range of Alternatives), and Level 2 Screening (Select Preferred Alternative)

Deliverables:

- Public Involvement Plan
- Final Engagement Report

Task 6: Determine a List of Conceptual Alternatives

The Consultant will lead the development of an initial list of concept alternatives based on the project goals, existing conditions, and input from the TechLink Partnership and other stakeholders. The Consultant will use the previous transit studies as a starting point for alternatives. The list of concept alternatives will consider multiple modes as appropriate, noting that various modes and typical sections may be appropriate in different sections of the corridor. The list of conceptual alternatives will also include a No-Build scenario and potential station locations. Potential station locations will be identified based on previous studies or new information collected during development of the conceptual alternatives.

The Consultant will hold an informal workshop with the TechLink Partnership to brainstorm and gather feedback on proposed options prior to the milestone workshop. In addition, the Consultant will hold two Research Park specific workshops to advance planning work in this area and document findings in a memo.

Assumptions:

- Limited design will be performed under this task, and will largely be focused around general alignment and station locations and high level understanding of transit operational considerations within the existing roadway section.
- It is anticipated that up to 5 concepts will advance from this task into Task 7 (does not include No-Build).

Deliverables:

- Draft Concepts (figures)
- Research Park Transit Memo

Task 7: Screening of Alternatives

The Consultant will lead a NEPA-appropriate screening process to narrow the field of alternatives, eliminating alternatives that are infeasible or do not meet the Purpose and Need defined for the project. The screening of alternatives will occur in two phases:

1. Level 1 Screening: Using qualitative criteria to evaluate the up to 5 conceptual alternatives and reduce the range to 2-3 alternatives.
2. Level 2 Screening: Using quantitative criteria to identify one preferred alternative to forward for additional consideration and environmental analysis.

In addition, a No-Action Alternative will be identified and included in the entire evaluation and analysis process. Potential screening metrics to be considered for use in Level 1 or Level 2 screening evaluations are listed below (including several required for FTA evaluation for Capital Investment Grant eligibility), but the specific criteria to be used in the screening of alternatives will depend on the goals and objectives identified in Task 2. Prior to conducting the Level 1 and Level 2 screening evaluations, the Consultant will develop an evaluation framework collaboratively with the TechLink Partnership to establish what screening metrics will be used in both Level 1 and Level 2, identifying the data sources that will be relied upon to conduct the

screening and tying the screening metrics to the goals and metrics for the study. The Consultant will consider metrics related to FTA grant eligibility, and that other metrics will be selected in collaboration with the TechLink Partnership to reflect the goals and objectives of the Corridor and to be consistent with a PEL process. Anticipated metrics may include, but are not limited to, the following:

- Travel time of alternatives for more than one representative linked trip
- Corridor-level analysis of traffic and circulation issues, and consideration of impacts on intersections of critical importance (e.g., 400 South/Main Street, Mario Capecchi, traffic circle on South Campus Drive)
- Effects on freight routes
- Ridership forecasting and related metrics using UTA’s STOPS model for opening day and a future forecast year
- Environmental issues such as greenhouse gas emissions; changes to safety conditions because of alternatives; energy use and efficiency; or stormwater impacts
- Environmental resource concerns such as effects on historic properties; potential Section 4(f) impacts; hazardous materials or soils; wetlands; floodplains; or impacts on other environmental resources identified in the environmental screening in Task 4
- Resilience in the event of power interruptions, extreme weather events, transportation system failures, or other disruptions
- Constructability and feasibility issues
- Equity analysis, including the degree of impact on and service to underserved communities; anti-displacement analysis; and adherence to equity guidance provided in Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- Conceptual cost estimates, including capital and operating costs and life cycle costs. Capital cost estimates in SCC codes.
- Cost effectiveness (in the form of cost per trip)
- Economic development opportunities

Task 7 will also involve further consideration of station locations. Station location detail through Level 1 screening is anticipated to be high level (e.g., likely street and block). The list of potential station locations will be modified in the Level 2 analysis to reflect the refined list of alignment options; station location detail in the Level 2 analysis is anticipated to be more detailed than in Level 1 (e.g., location within the block, lane configurations).

All screening activities will be a collaborative process among the members of the Project Management Team, with the Consultant having the primary responsibility for preparing background information and analyses and facilitating the screening process. The Public Involvement Plan identified in Task 5 will outline opportunities for stakeholders and the public to provide meaningful feedback during the screening process. Documentation of the screening process will clearly discuss the reasons for elimination of alternatives and highlight the role that public feedback played in making decisions regarding alternatives. The goal of this study is to gain concurrence from key stakeholders on the selection of the preferred alternative (the list of “key stakeholders” will be determined during project initiation activities).

Assumptions:

- Design effort for Level 1 alternatives will be consistent with concept definitions from Task 6
- Design effort for Level 2 alternatives will include additional effort to illustrate the project footprint (alignment and station areas) and resulting street channelization within the existing roadway corridors.
- Traffic analysis will utilize the WFRC/MAG regional model or synchro-level analysis. Microsimulation is not included in this scope.

Deliverables:

- Evaluation Framework Memo
- Level 1 Screening Memo
- Level 2 Screening Memo

Task 8: Refine Preferred Alternative

Upon application of the Level 1 and Level 2 screening criteria and selection of a preferred alternative, the Consultant will refine the preferred alternative to identify variations to address in the environmental phase, conduct early scoping for environmental documents, and identify features that address climate change impacts. The list of potential station locations will be finalized in this task to reflect the preferred alternative selected; station location detail in this task is anticipated to be detailed (e.g., center-running vs. side-running, which side of the street). The refinement process will include identification of a station template (using UTA standards for station design as well as concepts from other relevant agencies' planning processes), highlight additional station-area land use or zoning changes needed to support equitable transit-oriented development (including how affordable housing units will be preserved and increased within transit walk-sheds), and recommend active transportation and first/last mile infrastructure needed around proposed station areas. Design refinements of the preferred alternative will also occur within this task and include additional detail on transit alignments and street channelization.

The refinement process will also identify operational needs that will be required to support the preferred alternative. The *Future of Light Rail* study will provide supporting information on operational needs, including potential investments in power systems, track, routing, and maintenance facilities; the Consultant may also identify additional operational improvements needed to support the preferred alternative.

This task will also develop an Action Plan which will result in recommendations for implementation phasing, including bus-to-rail implementation options, and the sequencing of the Downtown TRAX and University of Utah Research Park segments of the preferred alternative. The Action Plan will also identify equity and sustainability recommendations for future phases; next steps for funding opportunities, including the identification of local funding commitments and potential funding strategies such as Housing and Transit Transportation Reinvestment Zones; challenges to implementation from a procedural, political, or construction perspective; affordable housing recommendations; recommendations for the type of environmental clearance document that will be necessary for the project; and amendments that may be needed to the WFRC Regional Transportation Plan.

The Consultant will lead the development of scoring the preferred alternative using FTA's evaluation criteria for Capital Investment Grants and other measures – including equity and climate measures – identified as part of the PEL study process. As stated in Task 7, the CIG criteria will be among those used to screen the alternatives, and Consultants will follow FTA guidance on scoring procedures and benchmarks for individual criteria. The findings of this effort will be included as part of the Action Plan.

Finally, the Consultant will develop a Scoping Memo for agency and public review and to expedite next steps into NEPA.

Assumptions:

- Level of design will be sufficient to support the PEL process
- Design concepts will be provided as roll plots

Deliverables:

- Preferred Alternative Design Concept and Cost Estimate in FTA SCC
- Action Plan
- Scoping Memo

Task 9: Draft and Final Report Preparation

The Consultant will lead the development of draft and final PEL Report preparation, with narrative content and graphics as needed to clearly document the PEL study process, identify the preferred alternative, and outline next steps forward. The report will be compliant with UTA Title VI policies and federal Section 508

policy regarding electronic and information technology accessibility. All documentation will be developed in a form that can be directly incorporated into future environmental documentation, as outlined in 23 CFR Appendix A to Part 450 – Linking the Transportation Planning and NEPA Processes.

To summarize, the Consultant will complete the PEL study and ensure that it will meet FTA requirements as follows:

- The alternatives meet the Purpose and Need.
- The alternatives include all reasonable modes and alignments, including a no-build alternative.
- Each alternative is defined to optimize its performance.
- The alternatives are designed from the start with environmental considerations in mind.
- Engineering will be advanced as far as appropriate and possible for the PEL study.
- Capital and operating cost estimates are completed for each Level 2 alternative.
- The alternatives are screened per the methodology and criteria developed in the Purpose and Need task.
- The project team works together to identify the preferred alternative.
- The public is engaged in the process and provided opportunities for meaningful input.
- The results of the PEL study will be organized in matrix, text, and graphic form that will allow for clear cross-comparisons based on issues and the evaluation criteria developed in the purpose and need task.

In addition, the Consultant will complete the FHWA PEL questionnaire for documentation of the PEL study for UTA's use in future NEPA documentation. The PEL questionnaire will be reviewed by UTA, but will not be submitted to other partners or FTA for review or approval.

Assumptions:

- This task is primarily a documentation task and will compile and present materials developed previously under other tasks.

Deliverables:

- PEL Report
- FHWA PEL questionnaire

Exhibit B

FEE FOR PROFESSIONAL SERVICES AND PAYMENT SCHEDULE

The contract will be for a Not to Exceed price amount of \$1,399,918.00. Effort will be invoiced monthly for work and deliverables as noted in the Scope of Work, and approved for payment by UTA's project manager. **This contract not to exceed amount will be maintained through the life of the contract. Any price increases beyond this amount will have to be approved by the project manager and a change order or contract amendment would have to be completed and approved.**

DETAILED PRICING WITH DETAILED EFFORT AND HOURS
(HORROCKS's Fee Proposal Document to be included on the next 9 pages.)

TechLink Corridor and PEL Study 22-03579BM**Labor Summary**

Task	Hours	Subtotal
1. Project Management	1,092	211,763
2. Establish Goals & Objectives, Define Purpose & Need	210	35,403
3. Data Collection	812	101,316
4. Analysis of Existing and Future Conditions	868	123,372
5. Public Outreach and Stakeholder Engagement	1,949	213,862
6. Determine a List of Conceptual Alternatives	552	115,586
7. Screening of Alternatives	1,709	294,666
8. Refine Preferred Alternative	719	125,147
9. Draft and Final Report Preparation	328	53,031
Total Labor	8,239	\$ 1,274,146
Total Direct Expenses		\$ 41,124
Escalation		\$ 84,648
Total	8,239	\$ 1,399,918

Check hours	Check Subtotal
8,239	1,274,146
Check expenses	
41,124	
Check escalation	
\$ 84,648	
Check total	
1,399,917	

Firm		TechLink Corridor and PEL Study 22-03579BM												
Employee	Bill Lipfert	Chelsea Farnsworth	Tabatha Viso	Sam Carter	Gina Smith	Ethan Call	Ned Parker	Rodney Brandon	Kevin Miller	Drew Haiko			Direct Expense(s)	Totals
Title/Role	Technical Advisor	Senior Rail Operations Analyst	Junior Rail Operations Analyst	Junior Rail Operations Analyst	Technical Support	Rail Operations Analyst	Senior Operations & Maintenance Cost Analyst	Senior Signal Engineer	Senior OCS Engineer	Senior Traction Power Engineer			Hours	Budget
Composite Rate	\$394.50	\$192.50	\$151.50	\$151.50	\$89.50	\$172.50	\$278.50	\$278.50	\$278.50	\$278.50				
Tasks and Subtasks														
Task 1 - PROJECT MANAGEMENT														
Project Management Activities														0 \$ -
Projec Management Team Meetings														0 \$ -
PMP and QMP														0 \$ -
Project Charter														0 \$ -
IDs														0 \$ -
TAC, Steering, Policy Meetings														0 \$ -
FTA Coordination														0 \$ -
Equity Check-ins														0 \$ -
Task 2 - ESTABLISH GOALS & OBJECTIVES, DEFINE PUF														
Goals & Objectives														0 \$ -
Purpose & Need														0 \$ -
Screening Criteria														0 \$ -
G&O, P&N, and Screening Criteria Memo														0 \$ -
Task 3 - DATA COLLECTION														
Data Collection														0 \$ -
Socioeconomic Data Review														0 \$ -
Travel Needs Survey and Memo														0 \$ -
Task 4 - ANALYSIS OF EXISTING AND FUTURE CONDITIC														
Review Existing/Future Conditions - planning	2	8	8	0	0	0	0	0	0	0	0	0	0	18 \$ 3,541
Review Existing/Future Conditions - transportation	2	8	8											18 \$ 3,541
Review Existing/Future Conditions - EJ and equity														0 \$ -
Environmental Scan														0 \$ -
Existing/Future Conditions Memo														0 \$ -
Early Agency Scoping Memo														0 \$ -
Task 5 - PUBLIC OUTREACH AND STAKEHOLDER ENGAC														
Public Involvement Plan														0 \$ -
Project Branding														0 \$ -
Website														0 \$ -
Community Partnership Program														0 \$ -
Community Events														0 \$ -
Public Survey														0 \$ -
Online Engagement														0 \$ -
Final Engagement Report														0 \$ -
Task 6 - DETERMINE CONCEPTUAL ALTERNATIVES														
Draft Concepts	4	4												8 \$ 2,348
Research Park Workshops and Memo														0 \$ -
Concept Workshops	6													6 \$ 2,367
Task 7 - SCREENING OF ALTERNATIVES														
Evaluation Framework	14	100	8	10	8	4	28	0	0	0	0	0	0	172 \$ 36,704.00
Level 1 Screening	4	60					8							72 \$ 15,356
Concept Refinements	8													8 \$ 3,156
Level 2 Screening	2	40	8	10	8	4	20							92 \$ 18,192
Task 8 - REFINE PREFERRED ALTERNATIVE														
Preferred Alternative Design Refinements	2	8	0	0	0	0	4	4	4	4	4	0	0	26 \$ 6,785.00
Operational Refinements	2	8					4	4	4	4				26 \$ 6,785
Early Scoping and Scoping Memo														0 \$ -
Action Plan														0 \$ -
CIG rating														0 \$ -
Task 9 - DRAFT AND FINAL REPORT PREPARATION														
Draft and Final PEL Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0 \$ -
FHWA PEL Questionnaire														0 \$ -
LABOR SUBTOTALS														
	28	120	16	10	8	4	32	4	4	4	4	0	0	230 \$ 51,745
Total Direct Labor														
Escalation Year 1; Full 5% increase \$ 552 \$ 1,155 \$ 121 \$ 76 \$ 36 \$ 35 \$ 446 \$ 56 \$ 56 \$ 56 \$ - \$ - \$ 2,589														
Escalation Year 2; 33% of 5% Increase = 1.65% Increase \$ 182 \$ 381 \$ 40 \$ 25 \$ 12 \$ 11 \$ 147 \$ 18 \$ 18 \$ 18 \$ - \$ - \$ 852														
Escalation Total \$ 734 \$ 1,536 \$ 161 \$ 101 \$ 48 \$ 46 \$ 593 \$ 74 \$ 74 \$ 74 \$ - \$ - \$ 3,441														
Total Labor Budget \$ 11,780 \$ 24,636 \$ 2,585 \$ 1,616 \$ 764 \$ 736 \$ 9,505 \$ 1,188 \$ 1,188 \$ 1,188 \$ - \$ - \$ 55,186														
Direct Expenses														
Copying/Printing														\$ 2,500
Travel Expenses														\$ 2,500
Mileage														
Survey Materials														
Public involvement materials and participation incentives														
Total Cost \$ 11,780 \$ 24,636 \$ 2,585 \$ 1,616 \$ 764 \$ 736 \$ 9,505 \$ 1,188 \$ 1,188 \$ 1,188 \$ - \$ - \$ 2,500 \$ 57,686														

Firm		TechLink Corridor and PEL Study 22-03579BM													
RSG		Employee	William Woodford	Margaret Campbell	Aaron Lee	Megan Kelly	Ricardo Zapata	Field Site Mngrs							
Title/Role		Senior STOPS Modeler	Survey Manager	STOPS Modeler	Modeling/Survey Support	Modeling/Survey Support	Field Staff					Direct Expense(s)	Totals		
Composite Rate		\$409.76	\$253.20	\$159.90	\$123.13	\$99.38	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00				
Tasks and Subtasks												Hours	Budget		
Task 1 - PROJECT MANAGEMENT		8	12	12	12	8	0	0	0	0	0	0	0	52	\$ 10,508
Project Management Activities		8	12	12	12	8								52	\$ 10,508
Projec Management Team Meetings														0	\$ -
PMP and QMP														0	\$ -
Project Charter														0	\$ -
IDs														0	\$ -
TAC, Steering, Policy Meetings														0	\$ -
FTA Coordination														0	\$ -
Equity Check-ins														0	\$ -
Task 2 - ESTABLISH GOALS & OBJECTIVES, DEFINE PURP		0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Goals & Objectives														0	\$ -
Purpose & Need														0	\$ -
Screening Criteria														0	\$ -
G&O, P&N, and Screening Criteria Memo														0	\$ -
Task 3 - DATA COLLECTION		12	18	42	80	234	48	0	0	0	0	0	0	434	\$ 51,696
Data Collection														0	\$ -
Socioeconomic Data Review														0	\$ -
Travel Needs Survey and Memo														0	\$ -
Development of a Work Plan		2	4	8	8	2								24	\$ 4,295
Design of the Sampling Plan		1	2	2	8	8								21	\$ 3,016
Design Survey Instrument		1	4	8	16	80								109	\$ 12,622
Conduct Survey Fieldwork		4	8	32	64	48								156	\$ 14,992
Survey Data Processing and Analysis		8	4	16	16	80								124	\$ 16,770
Task 4 - ANALYSIS OF EXISTING AND FUTURE CONDITION		0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Review Existing/Future Conditions - planning														0	\$ -
Review Existing/Future Conditions - transportation														0	\$ -
Review Existing/Future Conditions - EJ and equity														0	\$ -
Environmental Scan														0	\$ -
Existing/Future Conditions Memo														0	\$ -
Early Agency Scoping Memo														0	\$ -
Task 5 - PUBLIC OUTREACH AND STAKEHOLDER ENGAGE		0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Public Involvement Plan														0	\$ -
Project Branding														0	\$ -
Website														0	\$ -
Community Partnership Program														0	\$ -
Community Events														0	\$ -
Public Survey														0	\$ -
Online Engagement														0	\$ -
Final Engagement Report														0	\$ -
Task 6 - DETERMINE CONCEPTUAL ALTERNATIVES		0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Draft Concepts														0	\$ -
Research Park Workshops and Memo														0	\$ -
Concept Workshops														0	\$ -
Task 7 - SCREENING OF ALTERNATIVES		68	16	300	8	140	0	0	0	0	0	0	0	532	\$ 94,783.12
Evaluation Framework														0	\$ -
Level 1 Screening														0	\$ -
Concept Refinements														0	\$ -
Level 2 Screening - STOPS Ridership		64	8	280		80								432	\$ 80,973
STOPS/Survey Reports		4	8	20	8	60								100	\$ 13,810
Task 8 - REFINE PREFERRED ALTERNATIVE		0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Preferred Alternative Design Refinements														0	\$ -
Operational Refinements														0	\$ -
Early Scoping and Scoping Memo														0	\$ -
Action Plan														0	\$ -
CIG rating														0	\$ -
Task 9 - DRAFT AND FINAL REPORT PREPARATION		0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Draft and Final PEL Report														0	\$ -
FHWA PEL Questionnaire														0	\$ -
LABOR SUBTOTALS		88	46	354	100	382	48	0	0	0	0	0	0	1,018	\$ 156,987
Total Direct Labor															
Escalation Year 1; Full 5% increase		\$ 1,803	\$ 582	\$ 2,830	\$ 616	\$ 1,898	\$ 120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,849
Escalation Year 2; 33% of 5% Increase = 1.65% Increase		\$ 595	\$ 192	\$ 934	\$ 203	\$ 626	\$ 40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,590
Escalation Total		\$ 2,398	\$ 774	\$ 3,764	\$ 819	\$ 2,524	\$ 160	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,439
Total Labor Budget		\$ 38,457	\$ 12,421	\$ 60,369	\$ 13,132	\$ 40,487	\$ 2,560	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 167,426
Direct Expenses														\$ 20,330	
Copying/Printing/Postage														\$ 450	
Travel Expenses														\$ 4,880	
Mileage															
Survey Materials															
Public involvement materials and participation incentives														\$ 500	
Field Expenses														\$ 1,300	
Survey subcontractor														\$ 13,200	
Total Cost		\$ 38,457	\$ 12,421	\$ 60,369	\$ 13,132	\$ 40,487	\$ 2,560	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,330	\$ 187,756

Firm	Certus Environmental										TechLink Corridor and PEL Study 22-03579BM										Direct Expense(s)	Totals	
	Employee		Sheri Ellis		Sheri Ellis												Hours	Budget					
	Title/Role		Principal/Technical Lead		Admin/Support																		
Composite Rate	\$110.00	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00							
Tasks and Subtasks																							
Task 1 - PROJECT MANAGEMENT																							
Project Management Activities																				0 \$ -			
Project Management Team Meetings																				0 \$ -			
PMP and QMP																				0 \$ -			
Project Charter																				0 \$ -			
IDs																				0 \$ -			
TAC, Steering, Policy Meetings																				0 \$ -			
FTA Coordination																				0 \$ -			
Equity Check-ins																				0 \$ -			
Task 2 - ESTABLISH GOALS & OBJECTIVES, DEFINE PURPOSE & NEED																				0 \$ -			
Goals & Objectives																				0 \$ -			
Purpose & Need																				0 \$ -			
Screening Criteria																				0 \$ -			
G&O, P&N, and Screening Criteria Memo																				0 \$ -			
Task 3 - DATA COLLECTION																				0 \$ -			
Data Collection																				0 \$ -			
Socioeconomic Data Review																				0 \$ -			
Travel Needs Survey and Memo																				0 \$ -			
Task 4 - ANALYSIS OF EXISTING AND FUTURE CONDITIONS																				72 \$ 7,200			
Review Existing/Future Conditions - planning																				0 \$ -			
Review Existing/Future Conditions - transportation																				0 \$ -			
Review Existing/Future Conditions - EJ and equity																				0 \$ -			
Environmental Scan																			60	12	72 \$ 7,200		
Existing/Future Conditions Memo																				0 \$ -			
Early Agency Scoping Memo																				0 \$ -			
Task 5 - PUBLIC OUTREACH AND STAKEHOLDER ENGAGEMENT																				0 \$ -			
Public Involvement Plan																				0 \$ -			
Project Branding																				0 \$ -			
Website																				0 \$ -			
Community Partnership Program																				0 \$ -			
Community Events																				0 \$ -			
Public Survey																				0 \$ -			
Online Engagement																				0 \$ -			
Final Engagement Report																				0 \$ -			
Task 6 - DETERMINE CONCEPTUAL ALTERNATIVES																				0 \$ -			
Draft Concepts																				0 \$ -			
Research Park Workshops and Memo																				0 \$ -			
Concept Workshops																				0 \$ -			
Task 7 - SCREENING OF ALTERNATIVES																				30 \$ 2,700.00			
Evaluation Framework																			20	10	0 \$ -		
Level 1 Screening																					0 \$ -		
Concept Refinements																					0 \$ -		
Level 2 Screening																			20	10	30 \$ 2,700		
Task 8 - REFINE PREFERRED ALTERNATIVE																				0 \$ -			
Preferred Alternative Design Refinements																				0 \$ -			
Operational Refinements																				0 \$ -			
Early Scoping and Scoping Memo																				0 \$ -			
Action Plan																				0 \$ -			
CIG rating																				0 \$ -			
Task 9 - DRAFT AND FINAL REPORT PREPARATION																				0 \$ -			
Draft and Final PEL Report																				0 \$ -			
FHWA PEL Questionnaire																				0 \$ -			
																				0 \$ -			
																				0 \$ -			
																				0 \$ -			
LABOR SUBTOTALS																			80	22	102 \$ 9,900		
Total Direct Labor																							
Escalation Year 1; Full 5% increase																					\$ 495		
Escalation Year 2; 33% of 5% Increase = 1.65% Increase																					\$ 163		
Escalation Total																					\$ 658		
Total Labor Budget																					\$ 10,558		
Direct Expenses																					\$ 150		
Copying/Printing																							
Travel Expenses																							
Mileage																					\$ 150		
Survey Materials																							
Public involvement materials and participation incentives																							
Total Cost																					\$ 10,708		

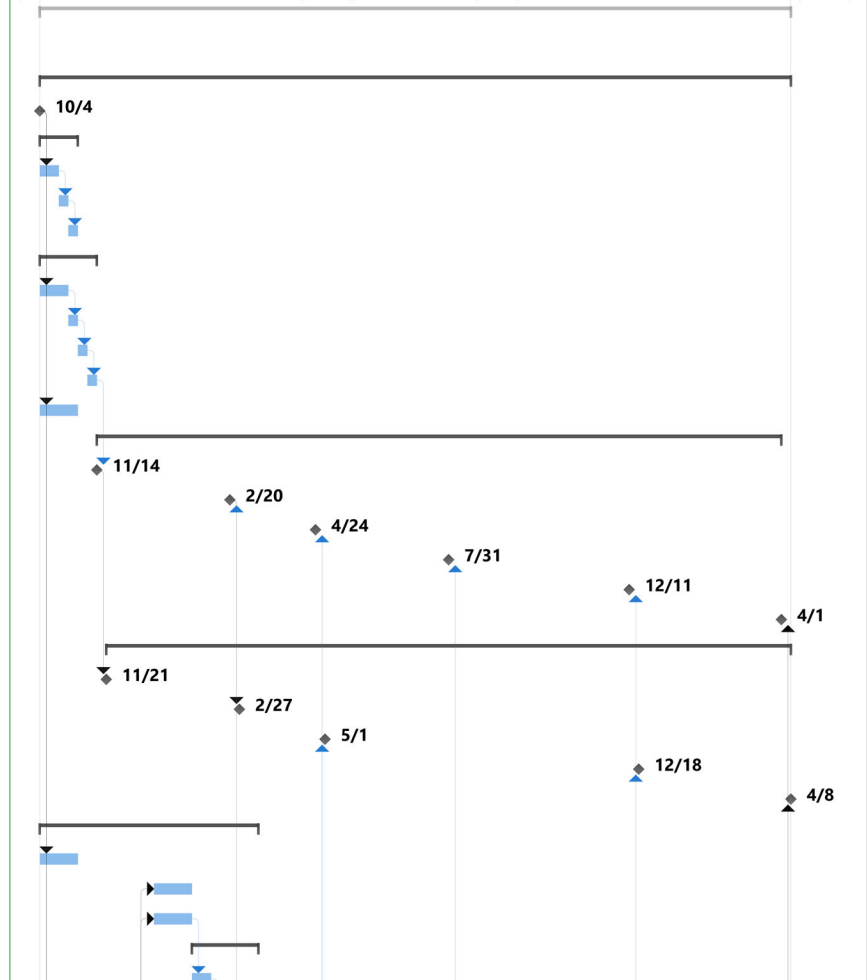
Firm	TechLink Corridor and PEL Study 22-03579BM										Direct Expense(s)	Totals		
	Employee	Lance Meister	Joelle Suits	Composite Rate								Hours	Budget	
				Title/Role	Sr. Noise Technician	Noise Technician	\$0.00	\$0.00	\$0.00	\$0.00				\$0.00
CSA Acoustics				\$171.03	\$115.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Task 1 - PROJECT MANAGEMENT		0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Project Management Activities														0 \$ -
Project Management Team Meetings														0 \$ -
PMP and QMP														0 \$ -
Project Charter														0 \$ -
IDIs														0 \$ -
TAC, Steering, Policy Meetings														0 \$ -
FTA Coordination														0 \$ -
Equity Check-ins														0 \$ -
Task 2 - ESTABLISH GOALS & OBJECTIVES, DEFINE PURPOSE & NEED		0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Goals & Objectives														0 \$ -
Purpose & Need														0 \$ -
Screening Criteria														0 \$ -
G&O, P&N, and Screening Criteria Memo														0 \$ -
Task 3 - DATA COLLECTION		0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Data Collection														0 \$ -
Socioeconomic Data Review														0 \$ -
Travel Needs Survey and Memo														0 \$ -
Task 4 - ANALYSIS OF EXISTING AND FUTURE CONDITIONS		9	50	0	0	0	0	0	0	0	0	0	59	\$ 7,305
Review Existing/Future Conditions - planning														0 \$ -
Review Existing/Future Conditions - transportation														0 \$ -
Review Existing/Future Conditions - EJ and equity														0 \$ -
Environmental Scan		9	50										59	7,305
Existing/Future Conditions Memo														0 \$ -
Early Agency Scoping Memo														0 \$ -
Task 5 - PUBLIC OUTREACH AND STAKEHOLDER ENGAGEMENT		0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Public Involvement Plan														0 \$ -
Project Branding														0 \$ -
Website														0 \$ -
Community Partnership Program														0 \$ -
Community Events														0 \$ -
Public Survey														0 \$ -
Online Engagement														0 \$ -
Final Engagement Report														0 \$ -
Task 6 - DETERMINE CONCEPTUAL ALTERNATIVES		0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Draft Concepts														0 \$ -
Research Park Workshops and Memo														0 \$ -
Concept Workshops														0 \$ -
Task 7 - SCREENING OF ALTERNATIVES		8	9	0	0	0	0	0	0	0	0	0	17	\$ 2,406.03
Evaluation Framework														0 \$ -
Level 1 Screening														0 \$ -
Concept Refinements														0 \$ -
Level 2 Screening		8	9										17	2,406
Task 8 - REFINE PREFERRED ALTERNATIVE		0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Preferred Alternative Design Refinements														0 \$ -
Operational Refinements														0 \$ -
Early Scoping and Scoping Memo														0 \$ -
Action Plan														0 \$ -
CIG rating														0 \$ -
Task 9 - DRAFT AND FINAL REPORT PREPARATION		0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Draft and Final PEL Report														0 \$ -
FHWA PEL Questionnaire														0 \$ -
LABOR SUBTOTALS		17	59	0	0	0	0	0	0	0	0	0	76	\$ 9,711
Total Direct Labor														
Escalation Year 1; Full 5% increase	\$	145	\$ 340	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 485
Escalation Year 2; 33% of 5% Increase = 1.65% Increase	\$	48	\$ 112	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 160
Escalation Total	\$	193	\$ 452	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 645
Total Labor Budget	\$	3,101	\$ 7,255	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,356
Direct Expenses														\$ 140
Copying/Printing														
Travel Expenses														
Mileage														\$ 140
Survey Materials														
Public involvement materials and participation incentives														
Total Cost	\$	3,101	\$ 7,255	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 140	\$ 10,496

Exhibit C

PROJECT SCHEDULE

The full detail of the Schedule on the four pages below.

ID	Task Name	Duration	Start	Finish	Predecessors	Qtr 4, 2022												Qtr 1, 2023			Qtr 2, 2023			Qtr 3, 2023			Qtr 4, 2023			Qtr 1, 2024			Qtr 2, 2024								
						Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May			
0	Tech Link Corridor PEL Study	79 wks	Tue 10/4/22	Mon 4/8/24																																					
1	September 29, 2022																																								
2	Task 1 - PROJECT MANAGEMENT	79 wks	Tue 10/4/22	Mon 4/8/24																																					
3	Kickoff	0 wks	Tue 10/4/22	Tue 10/4/22																																					
4	PMP	4 wks	Tue 10/4/22	Mon 10/31/22																																					
5	Prepare draft	2 wks	Tue 10/4/22	Mon 10/17/22	3																																				
6	UTA review	1 wk	Tue 10/18/22	Mon 10/24/22	5																																				
7	Finalize draft	1 wk	Tue 10/25/22	Mon 10/31/22	6																																				
8	Project Charter	6 wks	Tue 10/4/22	Mon 11/14/22																																					
9	Prepare draft	3 wks	Tue 10/4/22	Mon 10/24/22	3																																				
10	Partner review	1 wk	Tue 10/25/22	Mon 10/31/22	9																																				
11	Revise draft	1 wk	Tue 11/1/22	Mon 11/7/22	10																																				
12	Finalize based on workshop	1 wk	Tue 11/8/22	Mon 11/14/22	11																																				
13	Team/Committee Rosters	4 wks	Tue 10/4/22	Mon 10/31/22	3																																				
14	TAC, Steering, Policy Meetings	72 wks	Mon 11/14/22	Mon 4/1/24																																					
15	Workshop #1: Partnering/Chartering	0 wks	Mon 11/14/22	Mon 11/14/22	12																																				
16	Workshop #2: Goals/Obj, P&N, Screening	0 wks	Mon 2/20/23	Mon 2/20/23	34																																				
17	Workshop #3: Range of Alternatives	0 wks	Mon 4/24/23	Mon 4/24/23	81																																				
18	Workshop #4: Level 1 Screening	0 wks	Mon 7/31/23	Mon 7/31/23	102																																				
19	Workshop #5: Level 2 Screening	0 wks	Mon 12/11/23	Mon 12/11/23	110																																				
20	Workshop #6: Wrapup/Next Steps	0 wks	Mon 4/1/24	Mon 4/1/24	112																																				
21	FTA Coordination	72 wks	Mon 11/21/22	Mon 4/8/24																																					
22	Kickoff and desired outcome alignment	0 wks	Mon 11/21/22	Mon 11/21/22	15FS+1 wk																																				
23	Purpose & Need, Screening Criteria	0 wks	Mon 2/27/23	Mon 2/27/23	16FS+1 wk																																				
24	Range of Alternatives	0 wks	Mon 5/1/23	Mon 5/1/23	81FS+1 wk																																				
25	Level 2 Screening	0 wks	Mon 12/18/23	Mon 12/18/23	110FS+1 wk																																				
26	Wrapup, Next Steps, Class of Action	0 wks	Mon 4/8/24	Mon 4/8/24	112FS+1 wk																																				
27	Task 2 - ESTABLISH GOALS & OBJECTIVES, DEFINE P&N	23 wks	Tue 10/4/22	Mon 3/13/23																																					
28	Goals & Objectives	4 wks	Tue 10/4/22	Mon 10/31/22	3																																				
29	Purpose & Need	4 wks	Tue 12/27/22	Mon 1/23/23	45FS-2 wks																																				
30	Screening Criteria	4 wks	Tue 12/27/22	Mon 1/23/23	45FS-2 wks																																				
31	G&O, P&N, and Screening Criteria Memo	7 wks	Tue 1/24/23	Mon 3/13/23																																					
32	Prepare draft	2 wks	Tue 1/24/23	Mon 2/6/23	30																																				



Project: Tech Link Corridor PEL Date: Mon 9/12/22	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

ID	Task Name	Duration	Start	Finish	Predecessors	Qtr 4, 2022		Qtr 1, 2023			Qtr 2, 2023			Qtr 3, 2023		Qtr 4, 2023			Qtr 1, 2024			Qtr 2, 2024	
						Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
33	Partner review	1 wk	Tue 2/7/23	Mon 2/13/23	32																		
34	Revise draft	1 wk	Tue 2/14/23	Mon 2/20/23	33																		
35	Finalize based on workshop and outreach	3 wks	Tue 2/21/23	Mon 3/13/23	34																		
36	Task 3 - DATA COLLECTION	22 wks	Tue 10/4/22	Mon 3/6/23																			
37	Data Collection List	2 wks	Tue 10/4/22	Mon 10/17/22	3																		
38	Gather Data	4 wks	Tue 10/18/22	Mon 11/14/22	37																		
39	Granary Survey Memo	22 wks	Tue 10/4/22	Mon 3/6/23																			
40	Survey development and distribution strategy	4 wks	Tue 10/4/22	Mon 10/31/22	3																		
41	Survey distribution	12 wks	Tue 11/1/22	Mon 1/23/23	40																		
42	Analyze Results	4 wks	Tue 1/24/23	Mon 2/20/23	41																		
43	Memo	2 wks	Tue 2/21/23	Mon 3/6/23	42																		
44	Task 4 - ANALYSIS OF EXISTING AND FUTURE CONDITIONS	19 wks	Tue 10/4/22	Mon 2/13/23																			
45	Exising/Future Conditions Review	14 wks	Tue 10/4/22	Mon 1/9/23																			
46	Review Existing/Future Conditions - Planning	2 wks	Tue 10/4/22	Mon 10/17/22	3																		
47	Review Existing/Future Conditions - Transportation	8 wks	Tue 11/15/22	Mon 1/9/23	38																		
48	Review Existing/Future Conditions - EJ and Equity	8 wks	Tue 11/15/22	Mon 1/9/23	38																		
49	Environmental Scan	6 wks	Tue 11/15/22	Mon 12/26/22	38																		
50	Existing/Future Conditions Memo	5 wks	Tue 1/10/23	Mon 2/13/23																			
51	Prepare draft	2 wks	Tue 1/10/23	Mon 1/23/23	45																		
52	Partner review	1 wk	Tue 1/24/23	Mon 1/30/23	51																		
53	Revise draft	1 wk	Tue 1/31/23	Mon 2/6/23	52																		
54	Finalize	1 wk	Tue 2/7/23	Mon 2/13/23	53																		
55	Early Agency Scoping Memo	7 wks	Tue 12/27/22	Mon 2/13/23																			
56	Prepare draft	2 wks	Tue 12/27/22	Mon 1/9/23	49																		
57	Partner review	1 wk	Tue 1/10/23	Mon 1/16/23	56																		
58	Revise draft	1 wk	Tue 1/17/23	Mon 1/23/23	57																		
59	FTA review	2 wks	Tue 1/24/23	Mon 2/6/23	58																		
60	Finalize	1 wk	Tue 2/7/23	Mon 2/13/23	59																		
61	Task 5 - PUBLIC OUTREACH AND STAKEHOLDER ENGAGEMENT	74 wks	Tue 10/4/22	Mon 3/4/24																			
62	Public Involvement Plan	4 wks	Tue 10/4/22	Mon 10/31/22	3																		
63	Project Branding and Templates	4 wks	Tue 10/4/22	Mon 10/31/22	3																		
64	Website	4 wks	Tue 10/4/22	Mon 10/31/22	3																		
65	Community Partnership Program	12 wks	Tue 10/4/22	Mon 12/26/22																			

Project: Tech Link Corridor PEL
Date: Mon 9/12/22

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

ID	Task Name	Duration	Start	Finish	Predecessors	Timeline																				
						Qtr 4, 2022	Qtr 1, 2023			Qtr 2, 2023			Qtr 3, 2023			Qtr 4, 2023			Qtr 1, 2024			Qtr 2, 2024				
						Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
99	Memo	6 wks	Tue 7/11/23	Mon 8/21/23																						
100	Prepare draft	1 wk	Tue 7/11/23	Mon 7/17/23	98																					
101	Partner review	1 wk	Tue 7/18/23	Mon 7/24/23	100																					
102	Revise draft	1 wk	Tue 7/25/23	Mon 7/31/23	101																					
103	Finalize after workshop and outreach	3 wks	Tue 8/1/23	Mon 8/21/23	102																					
104	Alternative Refinements	3 wks	Tue 8/22/23	Mon 9/11/23	103																					
105	Level 2 Screening	17 wks	Tue 9/12/23	Mon 1/8/24																						
106	Evaluation	10 wks	Tue 9/12/23	Mon 11/20/23	104																					
107	Memo	7 wks	Tue 11/21/23	Mon 1/8/24																						
108	Prepare draft	1 wk	Tue 11/21/23	Mon 11/27/23	106																					
109	Partner review	1 wk	Tue 11/28/23	Mon 12/4/23	108																					
110	Revise draft	1 wk	Tue 12/5/23	Mon 12/11/23	109																					
111	Finalize after workshop and outreach	4 wks	Tue 12/12/23	Mon 1/8/24	110																					
112	Task 8 - REFINE PREFERRED ALTERNATIVE	12 wks	Tue 1/9/24	Mon 4/1/24																						
113	Preferred Alternative Design Refinements	4 wks	Tue 1/9/24	Mon 2/5/24	111																					
114	Operational Refinements	4 wks	Tue 1/9/24	Mon 2/5/24	111																					
115	Early Scoping Memo	6 wks	Tue 1/9/24	Mon 2/19/24	111																					
116	Action Plan, includes CIG rating	12 wks	Tue 1/9/24	Mon 4/1/24																						
117	Prepare draft	8 wks	Tue 1/9/24	Mon 3/4/24	111																					
118	Partner review	2 wks	Tue 3/5/24	Mon 3/18/24	117																					
119	Revise draft	1 wk	Tue 3/19/24	Mon 3/25/24	118																					
120	Finalize after workshop	1 wk	Tue 3/26/24	Mon 4/1/24	119																					
121	Task 9 - DRAFT AND FINAL REPORT PREPARATION	8 wks	Tue 1/9/24	Mon 3/4/24																						
122	PEL Report	8 wks	Tue 1/9/24	Mon 3/4/24																						
123	Prepare draft	4 wks	Tue 1/9/24	Mon 2/5/24	111																					
124	Partner review	2 wks	Tue 2/6/24	Mon 2/19/24	123																					
125	Revise draft	1 wk	Tue 2/20/24	Mon 2/26/24	124																					
126	Finalize	1 wk	Tue 2/27/24	Mon 3/4/24	125																					
127	FHWA PEL Questionnaire	4 wks	Tue 2/6/24	Mon 3/4/24																						
128	Prepare draft	2 wks	Tue 2/6/24	Mon 2/19/24	123																					
129	Partner review	1 wk	Tue 2/20/24	Mon 2/26/24	128																					
130	Revise draft	1 wk	Tue 2/27/24	Mon 3/4/24	129																					

Project: Tech Link Corridor PEL
Date: Mon 9/12/22

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

Exhibit D

FEDERAL CLAUSES FOR ARCHITECT AND ENGINEERING SERVICE CONTRACTS

ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES

Contractor shall comply with 49 USC 5301(d), stating federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities; and the Architectural Barriers Act of 1968, as amended, 42 USC §4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities.

ACCESS TO RECORDS AND REPORTS

Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

Contractor agrees to comply with the record retention requirements in accordance with 2 CFR §200.333. Contractor shall maintain all books, records, accounts and reports required under the Contract for a period equal to the longer of: (i) three (3) years; or (ii) such longer period as may be specified in the Contract (except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case records shall be maintained until the full and final disposition of all such claims or litigation (including appeals related thereto)).

Contractor agrees to provide sufficient access to United States Department of Transportation, Federal Transit Administration (FTA) and its contractors to inspect and audit records and information related to performance of the Contract as reasonably may be required.

Contractor agrees to permit FTA and its contractors access to the sites of performance under the Contract as reasonably may be required.

CHANGES TO FEDERAL REQUIREMENTS

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

CIVIL RIGHTS REQUIREMENTS

In accordance with Federal transit law at 49 USC §5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue including, without limitation the following equal employment opportunity requirements:

(1) **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 USC §2000e et seq., and federal transit laws at 49 USC §5332, Contractor 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 CFR Part 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 USC §2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC §2000e note. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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, Contractor agrees to comply with any implementing requirements FTA may issue.

(2) **Age** – In accordance with the Age Discrimination in Employment Act, 29 USC §§621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR Part 1625, the Age Discrimination Act of 1975, as amended, 42 USC §6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR Part 90, and federal transit law at 49 USC §5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

(3) **Disabilities** – In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC §794, the Americans with Disabilities Act of 1990, as amended, 42 USC §12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 USC §4151 et seq., and federal transit law at 49 USC §5332, Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

Contractor 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.

CLEAN AIR [Applicable Only to Contracts valued at more than \$150,000]

Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor agrees that it will not use any violating facilities. Contractor shall report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

CLEAN WATER [Applicable Only to Contracts valued at more than \$150,000]

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

CONFORMANCE WITH NATIONAL ITS ARCHITECTURE [Applicable Only to Contracts and Solicitations for Intelligent Transportation Systems]

To the extent applicable, Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

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

Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement 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 (Non-procurement)," 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, Contractor shall verify that its principals, affiliates, and subcontractors 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 (v) disqualified from participation in any federally assisted award. By submitting a response to UTA's solicitation for the Contract, Contractor has certified that the foregoing items (i) through (v) 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 Contractor 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. Contractor agrees to comply with the requirements of 2 CFR Part 180, subpart C, as supplemented by 2 CFR Part 1200, during the Contract term. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

DISADVANTAGED BUSINESS ENTERPRISES

(1) **FTA Policy** – The Contract is subject to 49 CFR Part 26. Therefore, Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of the Contract. UTA shall make all determinations with regard to whether or not Contractor is in compliance with the requirements stated herein.

(2) **Nondiscrimination** – Neither Contractor nor any subcontractor shall discriminate on the basis of race, color, national origin, or sex in the performance of the Contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of FTA-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of the Contract, which may result in the termination of the Contract or such other remedy as UTA deems appropriate, which may include, but is not limited to: (i) withholding monthly progress payments in whole or in part; (ii) assessing any liquidated damages as may be provided in the Contract; (iii) requiring Contractor to stand-down with respect to the Work (without an increase in the Contract cost or an adjustment to the Contract schedule) until Contractor achieves compliance with respect to these requirements and/or (iv) disqualifying Contractor from future participation in UTA contracts.

(3) **DBE Goals and Good Faith Efforts** – The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is race neutral. If a separate contract goal for DBE participation has been established for the Contract, it is listed in the solicitation documents that have been incorporated into the Contract. Contractor is required to document sufficient DBE participation to meet the applicable goal. If Contractor is unable to meet the applicable goal, Contractor must alternatively document adequate good faith efforts to meet the DBE Goal. The types of actions that the UTA will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following: (i) Contractor's attendance at a pre-bid meeting (as applicable) scheduled by UTA to inform DBEs of subcontracting opportunities; (ii) advertisement of subcontracting opportunities in general circulation media, trade association publications, and minority-focus media; (iii) written notification to capable DBEs that their interest in the Contract is solicited; (iv) documentation of efforts to negotiate with DBEs for specific subcontracts including the names, addresses, and telephone numbers of DBEs that were contacted and the date(s) of contact, a description of the information provided to DBEs regarding the work to be performed and a statement explaining why additional agreements with DBEs were not reached; (v) for each DBE Contractor contacted but rejected as unqualified, the reason for Contractor's conclusion; (vi) documentation of efforts made to assist the DBEs contacted that needed assistance in obtaining required bonding or insurance; (vii) documentation of efforts to utilize the services of small business organizations, community and contractor groups to locate qualified DBEs; (viii) documentation of Contractor's efforts to break out Contract work items into economically feasible units in fields where there are available DBE firms to perform the work; (ix) evidence that adequate information was provided to interested DBEs about the plans, specifications and requirements of the Contract, and that such information was communicated in a timely manner; and (x) documentation of any efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.

(4) **Race-Neutral Procurements** – If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

(5) **Verification of Compliance** – Contractor shall assist UTA in verifying compliance with the DBE requirements of the Contract by submitting status reports itemizing payments to all DBEs with each monthly request for payment. Upon Contract completion, Contractor shall submit a summary of payments, by subcontract, made to all subcontractors to UTA’s Civil Rights Compliance Officer.

(6) **Prompt Payment of Subcontractors** – Contractor is required to pay its subcontractors performing work related to the Contract for satisfactory performance of that work no later than 30 days after Contractor’s receipt of payment for that work from UTA. In addition, Contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to the Contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor’s work by UTA and Contractor’s receipt of the partial retainage payment related to the subcontractor’s work. The failure to make prompt payment to subcontractors as required above shall constitute a material breach of the Contract and shall give rise to remedies including, without limitation, the Authority’s right to withhold amounts payable to the Contract and make direct payments (including interest) to subcontractors.

(7) **Termination of a DBE Subcontractor** – Contractor shall not terminate any DBE subcontractor identified in the Contract (or Contractor’s response to the Contract solicitation) without UTA’s prior written consent. UTA may provide such written consent only if Contractor has good cause to terminate the DBE subcontractor. Before transmitting a request to terminate, Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the basis for the termination. Contractor shall give the DBE subcontractor five days to respond to the notice and advise of the reasons why the DBE subcontractor believes there is not good cause to terminate the subcontract. When a subcontract with the DBE subcontractor is terminated or when a DBE subcontractor fails to complete its work on the Contract for any reason, Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE subcontractor and immediately notify UTA in writing of its efforts to replace the original DBE subcontractor. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE subcontractor whose subcontract was terminated, to the extent needed to meet the applicable goal.

ENERGY CONSERVATION

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

FALSE STATEMENTS OR CLAIMS CIVIL AND CRIMINAL FRAUD

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the Contract, Contractor 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 Contract or FTA assisted project for which the Contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on Contractor to the extent the US Government deems appropriate.

Contractor 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 the Contract, the federal government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5323(l) on Contractor, to the extent the federal government deems appropriate.

Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FLY AMERICA REQUIREMENTS [Applicable Only to Contracts Involving Transportation of Persons or Property, by Air between the U.S. and/or Places Outside the U.S]

Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of federal funds and their contractors are required to use US Flag air carriers for US Government-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 the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

INCORPORATION OF FTA TERMS

The Contract includes certain Standard Terms and Conditions required by the FTA, whether or not expressly stated in the Contract. All FTA-required contractual provisions, as stated in 2 CFR Part 200 or FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause UTA to be in violation of FTA terms and conditions.

LOBBYING [Applicable Only to Contracts valued at more than \$150,000]

Byrd Anti-Lobbying Amendment, 31 USC 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 USC §1601, et seq.] – Contractors who apply or bid for an award of \$150,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 USC 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant or award covered by 31 USC 1352. Such disclosures are forwarded from tier to tier up to UTA.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

UTA and Contractor 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 the Contract and shall not be subject to any obligations or liabilities to UTA, Contractor or any other party (whether or not a party to the Contract) pertaining to any matter resulting from the Contract. Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PATENT RIGHTS AND RIGHTS IN DATA [Applicable Only to Contracts Involving Experimental, Developmental or Research Work]

The Contract is funded through a federal award with FTA for experimental, developmental, or research work purposes. As such, certain patent rights and data rights apply to all subject data first produced in the performance of the Contract. Contractor shall grant UTA intellectual property access and licenses deemed necessary for the work performed under the Contract and in accordance with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of the Contract and shall, at a minimum, include the following restrictions: Except for its own internal use, Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract

with an academic institution. For purposes of the Contract, the term “subject data” means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of “subject data” include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

(1) The federal government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for “Federal Government Purposes,” any subject data or copyright described below. For “Federal Government Purposes,” means use only for the direct purposes of the federal government. Without the copyright owner’s consent, the Federal Government may not extend its federal license to any other party.

(i) Any subject data developed under the Contract, whether or not a copyright has been obtained; and

(ii) Any rights of copyright purchased by Contractor using federal assistance in whole or in part by the FTA.

(2) Unless FTA determines otherwise, Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA’s license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the federal government may direct.

(3) Unless prohibited by state law, upon request by the federal government, Contractor agrees to indemnify, save, and hold harmless the federal government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Contractor shall be required to indemnify the federal government for any such liability arising out of the wrongful act of any employee, official, or agents of the federal government.

(4) Nothing contained in this clause on rights in data shall imply a license to the federal government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the federal government under any patent.

(5) Data developed by Contractor and financed entirely without using federal assistance provided by the federal government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that Contractor identifies those data in writing at the time of delivery of the Contract work.

(6) Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance.

RECYCLED PRODUCTS

Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC §6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 CFR Part 247.

RESOLUTION OF DISPUTES, BREACHES AND OTHER LITIGATION

UTA and Contractor intend to resolve all disputes under the Contract to the best of their abilities in an informal manner. To accomplish this end, the parties will attempt to resolve disputes through communications between their respective staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within UTA and Contractor’s organization.

Unless otherwise directed by UTA, Contractor shall continue performance under the Contract while matters in dispute are being resolved.

Unless the Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between UTA and Contractor arising out of or relating to the Contract or its breach will be decided by alternative dispute resolution if the parties mutually agree, or in a court of competent jurisdiction within the State of Utah.

Duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by UTA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

SEISMIC SAFETY [Applicable Only to Contracts Involving Construction of new buildings or additions to existing buildings]

Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work performed under the Contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

Domestic Preference

In accordance with 2 CFR 200.322 all contractors 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, contractor and its subcontractors 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.

TERMINATION

Upon written notice to Contractor, UTA may, for its convenience and without cause, elect to terminate the Contract. If UTA terminates the Contract for its convenience, Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination., but excluding consequential damages (which includes, but is not limited to, lost profits and/or opportunity costs associated with the terminated portion of the work).

UTA may terminate this contract in whole or in part, for UTA's convenience or because of the failure of Contractor to fulfill the contract obligations. UTA shall terminate by delivering to Contractor a notice of termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise), and (ii) deliver to UTA's project manager all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing the Contract, whether completed or in process. UTA has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

Accept Terms of Clauses _____ Date _____

Company Name Horrocks Engineers, Inc.

Federal I.D. No. 87-0296502