

PROFESSIONAL SERVICES AGREEMENT

UTA CONTRACT #24-03822VW
5600 West - Bus Route Final Design Services

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

RECITALS

WHEREAS, UTA desires to hire professional services for 5600 West - Bus Route Final Design Services.

WHEREAS, On April 2, 2024, UTA issued Request for Proposal Package Number 24-03822VW("RFQu") encouraging interested parties to submit proposals to perform the services described in the RFQu.

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

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

AGREEMENT

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

1. SERVICES TO BE PROVIDED

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

including, without limitation, those related to safety and environmental protection.

2. **MANAGEMENT OF WORK**

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

3. **PROGRESS OF WORK**

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

4. **PERIOD OF PERFORMANCE**

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect until all Work is completed in accordance with this Contract, as reasonably determined by UTA. Consultant shall complete all Work no later than December 30, 2025. The contract end date of January 31, 2026. This guaranteed completion date may be extended if Consultant and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

5. **COMPENSATION**

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

6. **INCORPORATED DOCUMENTS**

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

standards and other descriptions of the Professional Services;

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

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

7. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

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

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

8. **CHANGES**

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

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

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

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

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

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

adjustment in this Contract.

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

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

9. **INVOICING PROCEDURES**

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

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

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

11. **USE OF SUBCONSULTANTS**

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

12. **KEY PERSONNEL**

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

Tom Hiles, PE – Project Manager
Paige Cureton, AICP – Planning Lead
Matt Sibul, PD – PSC Administrator
Michelle Cline, PE -Quality Manager
Chris Hemmer, PE – Lead Estimator
Jeremy Christensen, PE – Strategic Advisor

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

13. **SUSPENSION OF WORK**

- a. UTA may, at any time, by written order to Consultant, require Consultant to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be

specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.

- b. If a Suspension of Work Order issued under this Article is canceled, Consultant shall resume Work as mutually agreed to in writing by the parties hereto.
- c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.
- d. If the Suspension of Work causes an increase in Consultant's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Consultant for the additional costs or time, and modify this Contract by Change Order.

14. **TERMINATION**

a. **FOR CONVENIENCE:**

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

b. **FOR DEFAULT:**

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

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

CONSULTANT'S POST TERMINATION OBLIGATIONS:

Upon receipt of a termination notice as provided above, Consultant shall (i) immediately

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

15. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

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

16. FINDINGS CONFIDENTIAL

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

or entity by Consultant without consent in writing from UTA. If confidential information is released to any third party without UTA's written consent as described above, Consultant shall notify UTA of the data breach within 10 days and provide its plan for immediate

mitigation of the breach for review and approval by UTA.

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

- E. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

17. **PUBLIC INFORMATION.**

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

18. **GENERAL INDEMNIFICATION**

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

19. **INSURANCE REQUIREMENTS**

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

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

1. Commercial General Liability – Occurrence Form

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

- | | |
|---|-------------|
| • General Aggregate | \$4,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |

- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$2,000,000
 - a. The policy shall be endorsed to include the following additional insured language:
"The Utah Transit Authority shall be included as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant".
 - b. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Contractual Liability Railroads" ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Utah Transit Authority Property" as the Designated Job Site

2. Automobile Liability

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

Combined Single Limit (CSL)	\$2,000,000
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- a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be included as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant, including automobiles owned, leased, hired or borrowed by the Consultant".

3. Worker's Compensation and Employers' Liability

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

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

4. Professional Liability (Errors and Omissions Liability)

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

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

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

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

Consultant 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. The foregoing requirement may be satisfied by Consultant enrolling in UTA's blanket RRPLI program.

If the Consultant 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 Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the Consultant's assessment of the exposure for this contract; for their own protection and the protection of UTA.
 2. The Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Except for professional liability, Consultant and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Consultant's insurance shall be primary with respect to any insurance carried by UTA. Consultant will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Consultant shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and any required endorsements are to be sent to utahta@ebix.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

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

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

20. **OTHER INDEMNITIES**

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

directly against UTA arising out of non-payment to any subconsultant, Consultant shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Consultant fails to do so, Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

21. **INDEPENDENT CONSULTANT**

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

22. **PROHIBITED INTEREST**

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

23. **CLAIMS/DISPUTE RESOLUTION**

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

Level of Authority	Time Limit
UTA's Project Manager/Consultant's Project Manager	Five calendar days
UTA's Director of Capital Design & Construction/ Consultant's Utah Transportation Business Leader	Five calendar days
UTA's Chief Capital Services Officer/ Consultant's District Transportation Business Leader	Five calendar days

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

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

24. **GOVERNING LAW**

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

25. **ASSIGNMENT OF CONTRACT**

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

26. **NONWAIVER**

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

27. **NOTICES OR DEMANDS**

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

If to UTA:

Utah Transit Authority
ATTN: Vicki Woodward, contract Administrator
669 West 200 South
Salt Lake City, UT 84101

with a required copy to:

Utah Transit Authority
ATTN: Legal Counsel
669 West 200 South
Salt Lake City, UT 84101

If to Consultant:

Tom Hiles, Project Manager
6510 S Millrock Dr. Ste 225
Salt Lake City, UT 84121

- a. 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.
- b. Notwithstanding Section 27, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract.

28. **CONTRACT ADMINISTRATOR**

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

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

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

30. **COSTS AND ATTORNEYS FEES**

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

31. **NO THIRD-PARTY BENEFICIARY**

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

32. **FORCE MAJEURE**

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

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

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

34. **TRAVEL COSTS**

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

35. **SEVERABILITY**

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

36. **ENTIRE AGREEMENT**

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

37. **REVOLVING DOOR RESTRICTIONS**

UTA Ethics Policy requires Board approval for the award or amendment of a contract with a Consultant that has hired a former UTA employee or who are represented by a former employee where the former employee left UTA employment within the 12 months prior to the contract award or amendment. Approval will not be given if there is a strong appearance of an unfair competitive advantage.

38. **AMENDMENTS**

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

39. **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.

40. **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:

WSP USA Inc:

By:
Jay Fox
Executive Director

Date:

By:
Shannon Bond
Utah Transportation Business Leader, SVP
Fed ID# 11-1531569

Date:

By:
David Hancock
Chief Service Development Officer

Date:

Approved as to Content and Form

By:

Date:

Mike Bell, AAG State of Utah
And UTA Legal Counsel

Reviewed & Recommended

By:
Ethan Ray
UTA Project Manager

Date:

Exhibit A – Scope of Work

Scope of Work

1. **Project Management – (Roles: WSP-Lead).** The consultant Project Manager (PM) is responsible for the successful delivery of the project design. This includes management of consultant resources and subconsultants; regular coordination with UTA and third parties; and management of scope, schedule, and budget.
 - a. **Project Oversight and Coordination (Roles: WSP-Lead, Avenue, Meridian)**
 - i. **Project kick-off meeting** – Conduct an in-person project kick-off meeting.
 - ii. **Bi-weekly coordination meetings** – PM to coordinate regular 1-hour bi-weekly project meetings with UTA (up to 14 months). The meeting agenda shall include a review of work plan progress, schedule, and technical issues. The bi-weekly meetings may be utilized for third-party coordination as necessary. Avenue will attend up to nine (9) bi-weekly meetings.
 - iii. **Bi-weekly WSP consultant meetings** – Conduct 1-hour bi-weekly meetings with WSP consultant team. Avenue will attend up to 20 meetings.
 - iv. **Public Involvement Support** – UTA will lead all public involvement and stakeholder meetings. In coordination with the UTA PI team, the consultant project team is expected to attend and prepare meeting materials and exhibits for eight meetings with local municipalities and stakeholders including UDOT, Salt Lake City, West Valley City, Kearns, West Jordan, Salt Lake International Airport, WFRC, and the University of Utah. One public involvement kick-off meeting will be held to discuss project history, engagement techniques, and roles and responsibilities (virtual meeting, 3 staff, 2 hours).
 - v. **Project Approvals Plan** – Develop a plan that identifies project approvals required per jurisdiction for park-and-rides and bus stops, as needed.
 - vi. **General Coordination** – Coordinate with UTA outside of scheduled meetings.

Deliverables

- | | |
|--------------------------|---------------------------------------|
| • Meeting Minutes | • Public Involvement Materials |
| • Meeting Agendas | • Project Approvals Plan |

Assumptions:

- Up to 14-month contract.
- One (1) in-person project kick-off meeting (4 staff, 3 hours). WSP will prepare the agenda, meeting materials, and meeting summary.
- Bi-weekly meetings with UTA (2 staff, 1 hour). WSP will prepare agenda, summary, and track action items.
- Bi-weekly consultant team meetings (4 staff, 1 hour plus subconsultants).
- One (1) virtual public involvement kick-off meeting (3 staff, 2 hours). Agenda development

in coordination with UTA PI team.

- Up to eight (8) stakeholder meetings (2 staff, 2 hours).
- UTA's PI team will schedule stakeholder meetings (property owners, cities, other stakeholders), coordinate logistics, develop agendas and meeting summaries. The technical team will coordinate directly with UTA and UDOT.
- WSP will prepare materials (handouts, PowerPoint slides) for up to eight (8) stakeholder meetings (draft, one revision, final).
- WSP will attend virtual debrief meetings for up to eight (8) stakeholder meetings.
- No infographics, renderings or 3D illustrations are included. WSP has graphics capabilities if desired.
- Up to six (6) hours per month for general UTA coordination.

b. Project Scope (Roles: WSP-Lead, Avenue)

- i. Develop a detailed project scope (work plan) with activities and deliverables clearly defined. The scope of work shall tie directly to the project schedule and project budget. The work plan shall be delivered within 10 days of the notice to proceed.

Deliverables

- Scope of Work

Assumptions:

- Subconsultants will provide scope of work to WSP for integration.

c. Project Schedule (Roles: WSP-Lead, Avenue)

- i. Develop a Microsoft Project schedule that clearly defines the sequence and duration of all project activities and deliverables. The project schedule shall be submitted to the UTA project manager for approval prior to commencing work. The schedule shall be updated monthly and presented at the bi-weekly coordination meetings. The project schedule shall be delivered within 10 days of the notice to proceed.

Deliverables

- Microsoft Project Schedule

d. Project Budget (Roles: WSP-Lead, Avenue)

- i. Develop a project budget that identifies all resources (PM, Project Engineer, Design Engineers, Admin, etc.) to be utilized on the project with hours for each activity. The project budget shall align with the activities and deliverables in the project scope and schedule.

Deliverables

- **Project Budget**

- e. **Quality Management (Roles: WSP-Lead, Avenue)**
 - i. The project design shall adhere to the UTA Quality Management Plan (see Appendix III– Quality Management Plan) and its associated Design Quality Procedures. All design deliverables submitted to UTA must include quality control records providing objective evidence that the design, calculations, plans, etc. have been checked in accordance with the UTA QMP.

Deliverables

- **Quality control records for each deliverable**

- f. **Monthly Invoicing and Progress Reporting (Roles: WSP-Lead, Avenue, Meridian)**
 - i. Monthly invoicing shall include a detailed summary of costs incurred for the accounting period. Costs for each task shall include staff hourly rates, hours, direct costs, and percent complete. The invoice shall include a progress summary of work performed noting milestones and deliverable status. Subconsultant invoices are subject to the same requirements.

Deliverables

- **Monthly Invoices**

2. Aesthetics and Landscaping (Roles: WSP-Lead)

- a. **Aesthetics Design (Roles: WSP)**
 - i. The aesthetics design approach for the project is to utilize materials and items that are consistent with UTA's overall bus network including canopies, trash receptacles, lighting, benches, etc. Coordinate the project aesthetics approach with UTA's Facility and Maintenance Department.
- b. **Landscaping Design (Roles: WSP)**
 - i. The landscaping design approach for park and ride lots to minimize maintenance by reducing/eliminating sod areas, incorporating drought tolerant trees and plants, and utilizing rock mulch in landscaped and undeveloped areas. In coordination with UTA, the PM shall meet with the appropriate City officials to determine the minimum level of landscaping required by City standards for each park and ride lot. Coordinate final landscaping design with UTA's Facility and Maintenance Department.
 - ii. Bus stops are envisioned to have no added landscaping features and shall be designed to fit in with the existing surroundings.

Deliverables

- Project Aesthetics Plan
- Meeting Agendas, Handouts, and Summaries
- Local Government Agreements (if necessary)
- Landscape and Irrigation Plans

Assumptions:

- Up to six (6) 1-hour virtual meetings to discuss aesthetics and landscaping.

3. Survey and Mapping (Roles: Meridian-Lead, WSP)

a. Survey (Meridian)

- i. Local survey control to be established in accordance with UTA Design Criteria Chapter 5 - Civil Work.
- ii. Conduct Surveying to provide local control at each location. A project wide control network is not included in this scope of work.
- iii. Conduct surveying to provide local survey control at each site. Survey Control will be consistent at each location. Variations between sites are likely to exist.
 1. Salt Lake City International Airport (location TBD)
 2. 5600 W Amelia Earhart Dr.
 3. 5600 W California Ave.
 4. 5600 W Parkway Blvd.
 5. 5600 W 3100 S
 6. 5600 W 3500 S
 7. 5600 W 4100 S
 8. 5600 W 4700 S
 9. 5600 W 5400 S
 10. 5600 W 6200 S
 11. 5600 W 7000 S
 12. 5600 W 7800 S
 13. 5600 W New Bingham Hwy.
 14. 5600 W 9000 S
 15. 5600 W Old Bingham Hwy.
- iv. Conduct Surveying of Section and Right of Way monuments sufficient for locating the Right of Way at each location.
- v. Survey Control Sheets are not included in this scope of work.
- vi. Conduct Topographic Surveying at each proposed bus stop location.

1. Salt Lake City International Airport (location TBD)
 - a. Single Bus Stop location.
2. 5600 W Amelia Earhart Dr.
 - a. WB Bus Stop
 - b. EB Bus Stop
3. 5600 W California Ave.
 - a. NB Bus Stop
 - b. SB Bus Stop
4. 5600 W Parkway Blvd.
 - a. NB Bus Stop
 - b. SB Bus Stop
5. 5600 W 3100 S
 - a. SB Bus Stop
6. 5600 W 3500 S
 - a. NB Bus Stop
 - b. SB Bus Stop
7. 5600 W 4100 S
 - a. NB Bus Stop
 - b. SB Bus Stop
8. 5600 W 4700 S
 - a. NB Bus Stop
 - b. SB Bus Stop
9. 5600 W 5400 S
 - a. Parking lot and Road Access
 - b. SB Bus Stop
10. 5600 W 6200 S
 - a. Parking Lot NE corner of intersection
 - b. NB Bus Stop
 - c. SB Bus Stop
11. 5600 W 7000 S
 - a. NB Bus Stop
 - b. SB Bus Stop
12. 5600 W 7800 S

- a. Park and Ride Area (approx. 1.25 acres)
 - b. NB Bus Stop
 - c. SB Bus Stop
- 13. 5600 W New Bingham Hwy.
 - a. SB Bus Stop
- 14. 5600 W 9000 S
 - a. Park and Ride Area (approx. 0.75 acres)
 - b. NB Bus Stop
 - c. SB Bus Stop
- 15. 5600 W Old Bingham Hwy.-Topographic survey for Restroom areas.

b. Base Mapping (Meridian)

- i. Perform base mapping survey on new park and ride locations and all proposed bus stop locations to provide sufficient topography (DTM) for design (Extopo.dgn). Include surface features, utility locations, and existing ROW information. The existing concept plans were developed with site surveys to define existing surface features. A copy of the base mapping will be supplied to the selected proposer.
- ii. Updated Imagery will only be provided at locations where flights are conducted for the purpose of providing topographic information. Full corridor imagery is not included in this scope of work.
- iii. Incorporates the data model into the project design (WSP).
- iv. Provide quality review of survey and mapping (WSP).

Deliverables

-
- Original Field Data
- Base Mapping

Assumptions:

- Up to four (4) 1-hour third-party meetings to discuss survey and mapping.
- WSP will review surveys and mapping.

Meridian

- The previous surveys prepared by Redcon and provided by UTA/HNTB, completed for this project, appear to be completed for environmental purposes and do not meet topographic mapping standards of accuracy at 0.07'. This Work Plan provided by Meridian includes local control and base mapping for

each area listed, treating each area as its own project area. Each area will meet an accuracy standard of 0.07' locally.

4. Geotechnical Investigation, Testing, and Report (Roles: WSP-Lead, Drilling Contractor TBD)

a. Geotechnical Exploration Plan (WSP)

- i. The scope of work for geotechnical investigation is limited to the park and ride locations. Review existing available geotechnical information in and around each park and ride location and conduct a field visit to inform the exploration plan. Develop exploration plan based on the project's technical needs (pavement design, operator restroom foundations, etc.).
- ii. Two (2) station locations for prototypical soil conditions to be investigated.

b. Geotechnical Investigation, Testing, and Report

- i. Perform exploration/sampling and laboratory testing. Prepare geotechnical report summarizing exploration logs, findings, and design recommendations. (Drilling subconsultant TBD)
- ii. Review Geotechnical and Pavement Design Report. (WSP)

Deliverables

- | | |
|---------------------------------|---|
| • Geotechnical Exploration Plan | • Geotechnical and Pavement Design Report |
|---------------------------------|---|

Assumptions:

- Up to four (4) 1-hour third-party meetings to discuss geotechnical issues.

5. Right-of-Way (Roles: Meridian-Lead, Avenue)

UDOT will be acquiring the right-of-way for this project. The consultant will prepare all the required documents in accordance with the UDOT Right-of-Way Design Manual.

a. Identify Existing Right-of-Way and Right-of-Way Needs (Roles: Meridian)

- i. Conduct ownership deed and subdivision plat research within the local County Recorder's Office. Conduct a complete title abstract search to determine fee ownership of all parcels within the project limits, including all adjacent contiguous parcels to determine the larger parcel. Retrieve copies of subdivision plats and road dedication plats.
- ii. Conduct abstract research on all the parcels within the project limits with the County Recorder's Office to obtain any recorded Utility Easements.
- iii. Conduct previously recorded boundary survey research with the County

Surveyor's Office. This information will aid in placing subdivisions and private survey data within the right of way drawings.

- iv. Conduct research within the UDOT to determine the existing right of way conditions at the intersections of 5600 West and 9000 S, 8500 S (New Bingham Highway), 7800 S, 7000 S, 6200 S, 5400 S, 4700 S, 4100 S, 3500 S, 2700 S and California Avenue.
- v. Conduct research with the Local Government to help determine the existing right of way conditions along Amelia Earhart Drive.
- vi. There are approximately 25 parcels impacted by design inside the limits of this project.
- vii. Plot all deeds, maps and support documents to determine the existing right of way and adjoining parcel boundaries.
- viii. Create an Existing Right of Way (Exrow.dgn) file.
- ix. Perform quality control quality assurance reviews.
- x. Meridian will create a spreadsheet list of all parcels listing ownership information (names, tax ID, parcel address, owners address, type of ownership, apparent use).
- xi. Review of right-of-way spreadsheet and findings (WSP).
- xii. Review existing ROW mapping and integrate into design plans (WSP).

Deliverables

- Existing ROW Mapping
- Property Spreadsheet

b. Right-of-Way Plans and Documents (Roles: Meridian-Lead, Avenue)

- i. Develop right of way plans and documents per UDOTs Right of Way Manual, design specifications, ProjectWise guide and direction from UDOT Right of Way.
- ii. Develop right of way plans to show required acquisitions and accommodate all aspects of the project. Include fee ownership, slope easements, temporary construction easements, drainage easements and utility relocation easements or documents.
- iii. Develop base files to support the right of way plans, these files include the ROW.dgn and the ROW Parcels.dgn.
- iv. Develop all sheets according to current Department CADD Standards and the Departments Plan Sheet Development Standards. These sheets include the Title sheet, Survey Control Sheet (SC), the Total Tract Map (RWTT), the Parcel Summary sheet (RWSM), and Right of Way sheets (RW).
- v. Right of Way, perpetual easement and temporary construction easement needs will be determined and confirmed by the project team.
- vi. It is assumed 3 Partial Summaries will be prepared for this project.

- vii. Each Partial Summary will include the following:
 - 1. RW-53 Summary forms
 - 2. RW-51 Ownership Records forms for each parcel
 - 3. Deed and/or Easement Conveyance Instruments
 - 4. Plotter Printouts
 - 5. Copy of Recorded Vesting Deeds
 - 6. ePM Summary
 - 7. Affected Right of Way maps including RWTT maps.
 - 8. Parcel ROW Exhibits for each parcel
 - 9. Complete QC-QA documentation including checklist.
 - 10. Complete Summary Package pdf.
- viii. A complete signed set of Right of Way Plans will be provided.
- ix. Review ROW Summaries prepared by Meridian Engineering (Avenue).
- x. Review Final ROW Plans prepared by Meridian Engineering (Avenue).
- xi. Coordinate with UTA's ROW Program Management team, as needed, in order to secure the ROW for the project. Coordinate with UDOT ROW as needed for support (Meridian, Avenue).
- xii. Integrate existing ROW and ROW needs into design plans (WSP).
- xiii. Coordinate appraisals and work for packages. (WSP).

Deliverables

- Final ROW Plans
- ROW Documents
- ROW Legal Descriptions

Assumptions:

WSP:

- Up to six (6) 1-hour meetings to discuss right-of-way.
- Right-of-way acquisition to be led by UTA/UDOT following completion of metes and bounds documentation. UTA/UDOT will lead property owner coordination, appraisals, offers, closings; process takes approximately 9 months.
- No appraisal fees are included.
- No right-of-way acquisition fees are included.

Meridian:

- The previous surveys completed for this project and provided to Meridian appear to be completed for environmental purposes. It is not known the quality level for the property and right of way lines shown therein. Meridian will be creating an Existing Right of Way (Exrow) tied to the Project Survey that is described in the Survey Assumptions. This work plan provided follows UDOT standards found in the Right of Way Design Manual, ProjectWise Guide and current training and standards.

Avenue:

- One round of reviewing for each of the three ROW Partial Summary Packages. No supplemental summaries scoped.
- The review of three ROW Summary Packages prepared to UDOT Standards, including verification of requested changes and validation of summary uploads in UDOT's ProjectWise, ePM, and GIS systems.
- One round of reviewing and verification of requested changes for the final ROW plans, prepared by Meridian Engineering.
- Plan sheets will only be in areas centered on the bus stop and park and ride locations and will not include sheets between the areas impacted by ROW Acquisitions.

6. Drainage (WSP)

The drainage design for the project is limited to the design of drainage facilities needed for the proposed park and ride locations. Drainage design shall meet the requirements of the UTA Design Criteria and satisfy requirements of the local governing authority. There is no drainage design anticipated for the bus stops as they will use existing curb and gutter for the curb side loading.

a. Develop Preliminary Drainage Summary

- i. Locate and review any existing information including as-built plans, local government master plans, agreements, etc. Conduct a site visit to determine drainage patterns, potential outfall locations, detention locations, etc.

b. Develop Drainage Design

- i. Develop Preliminary Drainage Design - perform hydrologic analysis, hydraulic analysis, and preliminary drainage system layout. Include drainage plan and profile sheets, detention layout, applicable details, and draft drainage report.
- ii. Develop Final Drainage Design – finalize drainage design plans, profiles, detention design, details, summary sheets, specifications, cost estimate, and drainage report.

Deliverables

- 30% Drainage Plans
- 60% Drainage Plans (P&Rs only)
- Final Drainage Plans
- Preliminary Drainage Report
- Final Drainage Report

Assumptions:

- Up to four (4) 1-hour meetings to discuss drainage.
- No wetland or stream mitigation.

7. Park and Ride, Bus Stop, Roadway, and Operator Restroom (Roles: WSP-Lead, Avenue)

Plans include park and ride lot designs, bus stop designs, designs of any necessary roadway improvements, and operator restrooms/breakrooms.

a. Design – General (WSP)

- i. Conduct up to four (4) design meetings.
- ii. Conduct one (1) field visit.
- iii. Develop design toolbox for bus stops and park-and-ride lots.
- iv. Develop specifications and Basis of Design Document.
- v. Develop cost estimate at 30%, 90%, and 100% Design.
- vi. Develop design plan package at 30%, 90%, and 100% Design to include:
 1. Cover sheet
 2. General sheet
 3. Index Sheet
 4. Abbreviations and Legend
 5. Cross Reference
 6. Typical Sections
 7. Details
 8. Quantities
 9. Roadway
 10. Roadway Profile
 11. Removal
 12. Grade

- 13. Erosion Control
 - 14. Striping
 - 15. Work Zone Traffic Control Plan
 - vii. Develop draft permit applications and encroachment agreements.
- b. Park and Ride Design (WSP)
- i. Develop park and ride designs at 9000 South, 7800 South, 6200 South, and 5400 South. Coordinate final layouts with UTA Bus Service Planning. Coordinate access locations/details with roadway governing entity (UDOT and/or City).
- c. Bus Stop Design (WSP)
- i. Design 22 bus stop locations as shown in the Proposed 5600 West Concept Plan. Bus stop design shall be in accordance with the latest UTA Bus Stop Master Plan.
- d. Roadway Design (*Optional Task – Not Included in Cost Proposal*)
- i. Develop roadway plans for any necessary roadway improvements associated with queue jumps, traffic signal modifications, shoulder widening (restriping plans), etc.
- e. Operator Restroom (WSP)
- i. Develop civil plans and utility details for adding one (1) operator restroom at the Old Bingham TRAX station. Coordinate with UTA bus operations and facilities on details and elements to be included.
- f. Bid Preparation (WSP)
- i. Support bid preparation, including one (1) pre-construction meeting, preparation of bid package, one (1) contractor meeting, bid review, and one (1) pre-construction meeting.
- g. Fiberoptic Feasibility Analysis and Technical Memo (Avenue)
- i. Develop a Fiberoptic Feasibility Analysis and Technical Memo. This will include coordination with UTA, UDOT, and telecom utilities to explore the use of existing facilities. The Feasibility Analysis does not include any fiber system design or communications design.
 - ii. Review of Fiberoptic Feasibility Analysis and Technical Memo (WSP).

Deliverables

- Design Meeting Materials
- Design Toolbox
- Specifications
- Basis of Design Document
- 30% Plans
- 90% Plans
- Final Roadway Plans, Specs, and Estimate
- 60% Plans (P&Rs only)
- Bid Documentation
- Fiberoptic Feasibility Analysis and Technical Memo

Assumptions:

- Bus stop design milestones: 30%, 90%, 100% PS&E (omit 60% design milestone).
- Park-and-ride design milestones: 30%, 60%, 90%, 100% PS&E.
- Design workshops and design review meetings will include four (4) staff for 3 hours. Design team will prepare the agenda, materials, and meeting summaries. BlueBeam will be used for review and comment tracking. One (1) design workshop and up to five (5) in-person design review meetings are included.
- Division 00 and Division 01 specifications provided by UDOT.
- Standard technical specifications provided by UDOT and UTA with minor revisions provided by design team.
- UDOT permitting coordination to begin at 30% design.
- Permitting – Up to 120 hours to support draft permit applications and encroachment agreements. No permitting fees included.
- No rezoning, variance requests, or appearance commission hearings included.
- No real-time signage design.

Roadway improvements:

- Design of roadway improvements are not included pending traffic analysis.
- No improvements at DEN Airport.
- No traffic signal design included or TSP timing analysis.

Park-and-rides:

- Surface parking lot with single access at 9000 S P&R, 7800 S P&R, 6200 S P&R, and 5400 S P&R.
- No shelters, totems, or raised vertical structures.
- Park-and-ride lot scope: limited clearing, grubbing and grading; asphalt pavement and

striping with required ADA stalls; curb and gutter connections; standard UTA site identification and regulatory signage; lighting; minimal landscape restoration per jurisdictional requirements (limited landscape design)

- 9000 S: 17 parking stalls, single access off 5600 W
- 7800 S: 17 surface parking stalls, single access from existing frontage off Ranches Loop
- 6200 S: 33 surface parking stalls, single access from 5600 W
- 5400 S: 30 surface parking stalls, single access from 5400 S or 5600 W, transit center removed from scope.
- No design of transit centers or bus bays. No design for forward compatibility of future improvements. Planning level analysis included.
- Evaluation of existing private parking lots for park-and-rides through temporary leases not included (may be added).
- No TOD analysis; discussion of potential future TOD during other meetings.
- Canopy design to be concept only with delegated design by contractor.
- One (1) Operator restroom at one location only (Old Bingham Highway TRAX Station) using standard design materials / solutions. Operator restroom design to be provided by UTA. Civil design services included. No architectural or structural design services included.
- No battery electric bus (BEB) infrastructure included.

Bus stops:

- Bus stop location based on conceptual planning phase. Slight adjustments only due to utility conflicts.
- Bus stop pads, shelters, and amenities per standard UTA specifications.
- No sidewalk/ADA improvements outside of bus stop location.
- Standard bus stop design and kit-of-parts.
- No custom architectural services included.
- Bus stops will include no new lighting. Shelters will be solar powered.
- No battery electric bus (BEB) infrastructure included.

Fiberoptic Feasibility Analysis and Technical Memo (Avenue):

- Up to 40 hours of work.
- No real-time signage design.

Vehicles:

- No vehicle design or procurement services included.

8. Traffic

- a. Traffic Analysis (Roles: Avenue-Lead, WSP)
 - i. Identify best practices and recommendations for TSP to evaluate as concepts in the operational analysis (WSP).
 - ii. Perform operational analysis to determine bus travel time benefits associated with queue jumps, traffic signal priority, and shoulder running conditions. Analysis shall document tradeoffs and/or impacts to overall roadway and intersection operations (signal progression impacts, intersection level of service, safety concerns, etc.). Coordinate analysis with UDOT Region 2 Traffic Operations Engineer. Develop technical memorandum detailing analysis, summarizing findings and recommendations (Avenue and WSP).
 - iii. Provide quality review of Operational Analysis Technical Memo (WSP).

Deliverables

- Operations Analysis
Technical Memo

Assumptions:

- Up to four (4) 1-hour meetings to discuss traffic.
- Study area will be limited to 5600 West from 2700 South to 9000 South
 - Only major intersections will be analyzed: 2700 S, 3100 S, 3500 S, 4100 S, 4700 S, 5400 S, new bus-only traffic signal, 6200 S, 7000 S, 7800 S, and 9000 S
 - Intersection turning movement counts will be performed at the 10 study intersections
 - Avenue staff will perform observations during the data collection
 - The signalized intersections at the minor streets Cilma Drive, 8200 S, and 8600 S will not be analyzed
- Analysis will be performed with the Vissim microsimulation software
- Analysis time-of-day period will be the PM peak hour
- Analyses will be performed for existing (2024) conditions – no future conditions analyses will be performed
- Consistent with the MVC Transit Re-evaluation, five scenarios will be analyzed:
 - Baseline (existing conditions)
 - Transit Signal Priority (TSP)

- Queue Jump (includes TSP)
- Bus on Shoulder (includes TSP)
- Modified Bus on Shoulder (includes TSP)
- The UDOT TSP Calculations worksheet will be used to estimate allowable TSP times
- Avenue will lead the analysis coordination with UDOT Traffic staff.
- A traffic operations technical memo will be prepared.
- Internal review and quality management for the analysis and memo.
- Traffic data collection and vehicle mileage for traffic observations are expected to add approximately \$3,500 to the budget

b. Signing Design and Lighting Design (WSP)

- i. Develop signing plans for park and ride lots at 9000 South, 7800 South, 6200 South, and 5400 South. Coordinate signing design and details with UTA Manager of Customer Experience.
- ii. Develop lighting design plans for park and ride lots at 9000 South, 7800 South, 6200 South, and 5400 South. Lighting design shall be designed in conformance with UTA Design Criteria.

Deliverables

- | | |
|------------------------------|------------------------|
| • Preliminary Sign Plans | • Final Sign Plans |
| • Preliminary Lighting Plans | • Final Lighting Plans |

c. Traffic Signal (*Optional Task*)

- i. Transit Signal Priority Equipment and Requirements. Limited design plans but equipment identification and contractor directions and specifications.

Signal Timing plans for TSP.

Deliverables

- | | |
|---|---|
| • Equipment identification and contractor directions and specifications (<i>Optional</i>) | • Signal Timing Plans for TSP (<i>Optional</i>) |
|---|---|

9. Utilities (Roles: Meridian, Avenue, SUE Solutions, WSP)

a. Identify Existing Utilities and Potential Conflicts (Roles: Meridian, Avenue)

- i. Identify and locate existing utilities that may be in conflict within or near park and ride lots and bus stop locations.
- ii. Conduct Survey in support of development of Exutil.dgn file for up to 20,000 linear feet of QLB utility designations (Meridian).

- iii. Conduct Survey in support of development of Exutil.dgn file for up to 15 QLA Test holes (Meridian).
- iv. Identify subsurface utilities (SUE Solutions)
 - 1. Utility Coordination: Project administration, Blue Stake coordination, pre- marking of test hole locations, utility coordination meetings, and project reporting.
 - 2. Utility and Railroad Identification: SUE QL-B Designating (horizontal locating) at five (5) park-and-ride locations for up to 1,000 lineal feet of designating per location.
 - 3. Utility and Railroad Identification QC: Provide the QC (Quality Control) activities of the SUE Quality Level B designations as surveyed by “Others” (Meridian Engineering) at five (5) park-and-ride locations for up to 1,000 lineal feet per location.
 - 4. Identify Utility Depth: Up to ten (10) total SUE QL-A Test Holes to be conducted throughout the five (5) park-and-ride locations (5 hard-surface test holes, and 5 unimproved surface test holes).
- v. Potential utility conflict evaluation at 22 bus stops and 5 park and ride lots (4 new, 1 existing) (Avenue).
- vi. Develop utility contact list and conflict matrix to track utility details, disposition, and agreements (if necessary) (Avenue).
- vii. Review existing utilities and potential conflicts (WSP).
- viii. Integrate existing utilities into plans (WSP).

SUE Solutions:

- No QC (verification) of any Blue Stake markings which may be surveyed by Meridian Engineering (the SUE QC activities are to be completed for the SUE Quality Level B designating activities only).
- b. Utility Design (Roles: Avenue, WSP)
 - i. Coordinate utility design for utility relocations with utility owners (Avenue).
 - ii. Identify and coordinate utility connections for the project with utility owners. The table below identifies anticipated utility requirements for the project (Avenue).
 - iii. Review utility designs (WSP).
 - iv. Integrate utility designs into plans (WSP).

Location	Utility Requirements
Park and Rides – 9000 South, 7800 South, 6200 South, 5400 South	Power, Storm Drain
Park and Ride Operator Restroom Old Bingham TRAX lot	Power, Storm Drain, Water, Sewer, Gas
Bus Stops	It is anticipated that the lighting inside the canopies at the bus stop will be powered by photocells

Assumptions:

- Up to four (4) 1-hour meetings to discuss utility design.

Avenue:

- No new electrical or water services are included for bus stops.
- No new water, sewer, or gas service at four new park-and-rides.
- New park-and-rides will include new lighting. Scope includes design and coordination from the power source to the meter. WSP will complete the lighting design and analysis.
- One operator restroom at Old Bingham Highway Trax Station location only; new water and sewer at this location.
- One utility coordination kickoff meeting (all utility companies invited).
- 22 utility companies with 2 virtual coordination meetings for each company.
- Third party utility relocations are limited to surface relocation only (adjustments for valve boxes, water meters, and junction boxes) and will be shown on utility sheets.
- Bus stops are slab on grade and are not assumed to require underground relocations.
- Up to 22 sheets at 12hrs/sheet design at bus shelter, 1 Park and Ride lot at 16 hrs/sheet for power, sewer, gas, and water, 4 park and ride lots at 10 hrs/location for power.

c. Utility Agreements (Roles: Avenue-Lead)

- i. Coordinate required utility agreements (Reimbursement, Betterment, and Cooperative) with utility owners (Avenue).

Deliverables

- | | |
|---|-----------------------|
| • Utility Matrix | • 30% Utility Plans |
| • 60% Utility Plans (P&Rs only) | • Final Utility Plans |
| • Ready to be Executed Utility Agreements | |

Assumptions:

Avenue:

- Up to eight (8) utility companies with further coordination for agreements.
- Up to eight (8) utility agreements prepared with exhibits, coordinated with utility company. UTA to complete signature routing and execution.

WSP Project Staff

Role	Name
Project Manager	Tom Hiles
Principal-in-Charge / Stakeholder Engagement	Matt Sibul
Quality Manager	Michelle Cline
Planning Lead / Transit Integration	Paige Cureton
Project Accountant	Tammy Young
Administrative Support	Amanda Kirkendall
Lead Estimator	Chris Hemmer
Public Involvement Support	Haley Demircan
Public Involvement Support	Linda Townes Cook
GIS / Planning Support	Christian Snelgrove
Transit Operations	Thomas Tumola
Transit Design Lead	Mark Campbell
Bus Stop Design	Soe Shwe
Aesthetics & Landscaping	Ryan Weston
Lead Roadway Designer	Alex Rasmussen
Roadway Design Lead	Brandon Tucker
Civil Engineering Design	Pei Huang
Park & Ride Design	Oscar Zabala
Drainage Lead	Jennifer Hall
Drainage Support	Shadman Kaiser
Electrical Engineering	Manuel Masbernati
Geotechnical	Dave Fadling
Systems Designer	Matt Maxwell
Systems & Technology	Sean Wicks
Signing & Lighting Design	Howard Olien

Subconsultants

Role	Name
Subsurface Utility Evaluation	SUE Solutions, Inc.
ROW Summary Package Review ROW Final Plans Review Fiber Feasibility Analysis Traffic Analysis Utility Existing Conditions Utility Design Utility Agreements	Avenue Consultants
Survey and Mapping Updated Aerial Imagery Utility Location Support	Meridian Engineering, Inc.
Drilling	TBD

Exhibit B – Price

Firm	Role	Cost
WSP	Prime	\$1,269,151.00
SUE Solutions Inc.	Subconsultant – Subsurface Utility Engineering (SUE)	\$26,004.36
Avenue Consultants	Subconsultant – Traffic & Survey Review	\$277,715.00
Meridian Engineering	Subconsultant – Survey & Right-of-Way	\$280,245.00
Future Vendor	Geotechnical Drilling Services	\$25,000.00
Total Cost Proposal		\$1,878,115.36

Not to exceed \$1,878,115.36

Invoices should be submitted to the UTA program manager, Ethan Ray, monthly via email (eray@rideuta.com). Invoices should follow the requirements identified in *Section 9 Invoicing Procedures*, including details on the amount expended per task. Additionally, the invoice should include columns for current billing, cumulative amount billed, and remaining funds. This level of detail should also be provided for sub-consultants as well. A short description of tasks completed during the invoicing period should be provided on the cover sheet.