



CCO #043

Project: MSP102 - Depot District

Contract Change Order #043: CO-043 - Deductive Change Order - Unused provisional sums

CONTRACT COMPANY:	BIG-D CONSTRUCTION	CONTRACT FOR:	182741-OG:Commitment to BIG-D CONSTRUCTION
DATE CREATED:	3/05/2024	CREATED BY:	David Smurthwaite (Utah Transit Authority)
CONTRACT STATUS:	Approved	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION:	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	03/05/2024
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Administrative Procedure
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	
FIELD CHANGE:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	(\$257,183.85)

DESCRIPTION:

CE #042 - Deductive Change Order - Unused provisional sums

This deductive CO is for allowances/contingency items for contaminated soils, dewatering, inclement weather, and railroad monitoring and insurance that were not used when we installed the power to the Depot District.

ATTACHMENTS:

DIRECTION OR AUTHORIZATION TO PROCEED (DAP) PREVIOUSLY EXECUTED::

IT IS MUTUALLY AGREED UPON, THERE IS A SCHEDULE IMPACT DUE TO THIS CHANGE ORDER::

TIME COMPLETION CHANGE (DAYS/DATE):

CHANGE ORDER CHECKLIST

1. IS THERE A CLEAR DESCRIPTION OF THE PERTINENT FACTS FOR THIS CHANGE?: Yes

2. WAS AN INDEPENDENT ESTIMATE RECEIVED BEFORE THE CONTRACTOR ESTIMATE AND IS THERE A CLEAR RECORD OF NEGOTIA: Yes

3. IS THERE REFERENCE TO THE APPLICABLE CONTRACT SECTION ALLOWING THE CHANGE?: Yes

4. IS THERE ADEQUATE JUSTIFICATION FOR THE CHANGE; I.E., ADDED SCOPE, CHANGED CONDITIONS, BETTERMENT ETC.: Yes



CCO #043

5. WAS AGREEMENT REACHED PRIOR TO STARTING ANY WORK ON THIS CHANGE?:	N/A	6. ARE THERE THIRD PARTY FUNDING PARTICIPANTS AND HAVE THEIR APPROVAL(S) BEEN RECEIVED IN WRITING?:	N/A
7. ARE UTILITY AND ROW AGREEMENTS IN PLACE?:	N/A	8. WAS THE CONTRACTOR INFORMED OF SUBSURFACE CONDITIONS?:	N/A
9. IF THE CHANGE MODIFIES A CONTRACTUAL MILESTONE, IS A SCHEDULE ANALYSIS INCLUDED?:	N/A	10. DID TIME ALLOW GOING OUT TO BID FROM ANOTHER CONTRACTOR?:	N/A
11. IS THE CHANGE DESIGN COMPLETE?:	N/A	12. HAS A LEGAL REVIEW BEEN PERFORMED?:	Yes
13. WERE PROJECT CONTINGENCY REQUIREMENTS OBSERVED?:	N/A	14. ARE ALL ASPECTS OF THIS CHANGE INCLUDING TIME AND PRICE AGREED UPON WITHOUT RESERVATION BY THE PARTIES IN:	N/A
15. WERE QUOTES FROM OTHER POTENTIAL CONTRACTORS RECEIVED? IF YES, ATTACH.:		16. IS THIS CHANGE CONSISTENT WITH THE ENVIRONMENTAL DOCUMENT AND /OR ENVIRONMENTAL PERMITS?:	N/A
17. ARE LABOR, MATERIAL, AND EQUIPMENT PRICES SUFFICIENTLY DETAILED AND ARE MARKUPS PER THE CONTRACT PROVISIO:	N/A	18. IS THE CHANGE ALLOWABLE AND APPLICABLE AND QUALIFY FOR FEDERAL PARTICIPATION?:	N/A
CHECKLIST NOTES, IF APPLICABLE:			

CHANGE ORDER APPROVAL

CHANGE ORDER LEGAL STATEMENT: The amount of any adjustment to time for Substantial Completion and/or Guaranteed Completion or Contract Price includes all known and stated impacts or amounts, direct, indirect and consequential, (as of the date of this Change Order) which may be incurred as a result of the event or matter giving rise to this Change Order. Should conditions arise subsequent to this Change Order that impact the Work under the Contract, including this Change Order, and justify a Change Order under the Contract, or should subsequent Change Orders impact the Work under this Change Order, UTA or the Contractor may initiate a Change Order per the General Provisions, to address such impacts as may arise.

REQUIRED SIGNATURES: **Project Manager** \$0 - 24,999
Legal Review \$25k or greater
Dir. of Capital Projects \$25k - 74,999
Chief Service Dev. Ofcr. \$75k - 199,999
Executive Director \$200,000+
Procurement/Contracts (for all)



CCO #043

Signature (Legal):

DocuSigned by:
 By: Mike Bell
70E33A415BA44E6
 Date: 3/5/2024

Signature (Procurement):

By: _____
 Date: _____

Signature (Project Manager):

By: _____
 Name: _____
 Date: _____

Signature (Director):

By: _____
 Name: _____
 Date: _____

Signature (Chief Service Development Officer):

By: _____
 David Hancock, Chief Service Development Officer
 Date: _____

Signature (Executive Director):

By: _____
 Jay Fox, Executive Director
 Date: _____

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Amount
1	40-3102.68912.00000 Depot District	Deductive CO	\$(257,183.85)
Grand Total:			\$(257,183.85)

The original (Contract Sum)	\$ 18,735,648.38
Net change by previously authorized Change Orders	\$ 59,325,577.00
The contract sum prior to this Change Order was	\$ 78,061,225.38
The contract sum will be decreased by this Change Order in the amount of	(\$257,183.85)
The new contract sum including this Change Order will be	\$ 77,804,041.53
The contract time will not be changed by this Change Order.	

BIG-D CONSTRUCTION

 SIGNATURE DATE

DocuSigned by:
Brian Murphy 3/5/2024
70E33A415BA44E6

 SIGNATURE DATE

**CONSTRUCTION SERVICES AMENDMENT
DEPOT DISTRICT CLEAN FUELS TECHNOLOGY CENTER (CM/GC)
PHASE 2 CONTRACT**

This Construction Manager / General Contractor Agreement – Phase 2 Construction Services Amendment (“**Amendment**”) is between Utah Transit Authority, a public transit district organized under the laws of the State of Utah (“**UTA**”), and Big-D Construction, a Utah Corporation (“**Contractor**”).

RECITALS

A. UTA is developing a project to construct the Depot District Clean Fuels Technology Center, a bus maintenance, operations and administration facility (the “**Project**”).

B) Pursuant to Request for Proposals No. 18-2741TP, UTA and Contractor entered into the Construction Manager/General Contractor Agreement – Phase 1 Pre-Construction Services, dated August 24, 2018 (UTA Contract No. 18-2741TP and hereinafter the “**Phase 1 Agreement**”).

C) Pursuant to the process and pricing methodologies outlined in the Phase 1 Agreement, UTA and Contractor have negotiated and agreed on the lump sum construction price, schedule, and scope of work for the first construction phase of the Project.

D) UTA and Contractor desire to amend the Phase 1 Agreement to include that scope, schedule, and price for the initial phases of Project specified in the issued for construction documents incorporated by Section 4 of this Amendment. Hereafter, the term “**Agreement**” refers collectively to the Phase 1 Agreement and this Amendment for the Project.

E) UTA and the Contractor intend agree that it will be necessary to enter into additional, separate and distinct phase 2 construction services (or amend and/or restate this Amendment) as necessary to address additional construction phases for the Project.

AGREEMENT

Therefore, the parties agree as follows:

1. Scope of Work. Contractor shall perform the Work. In the Contract Documents, “**Work**” means all construction and other services required by the Contract Documents, including procuring and furnishing all material, equipment, services and labor reasonably inferable from the Contract Documents as necessary to complete the Project. The general Scope of Work and Schedule for the initial construction phases is attached as Exhibit A. The Scope of Work and Schedule for additional phases shall be added by subsequent amendment to the Agreement.

2. Schedule. (a) Contractor shall commence the Work for the initial construction phases and additional separate and distinct phase 2 Work (which, for purposes of this Section, shall not include the Phase 1 Work) within seven (7) days of Contractor’s receipt of a Notice to Proceed (“**NTP**”) from UTA. UTA is not required to issue an NTP until all insurance, bonding, and other required documentation is submitted and deemed acceptable by UTA.

(b) UTA may issue a limited Notice to Proceed on a portion of the Work, and may issue a series of limited NTPs to provide for progression of the Work in phases. Issuance of a limited NTP will not be deemed to require UTA to issue any subsequent NTPs, and will not be deemed to obligate UTA to complete the Project or to pay Contractor for any portion of the Work not encompassed by an NTP issued by UTA.

(c) The Contractor shall achieve Substantial Completion of the initial construction phases of the Work no later than six (6) months from NTP date and required permits (the “**Substantial Completion Date**”). The Substantial Completion Date for additional phases shall be added by subsequent amendment to the Agreement. In the Contract Documents, “**Substantial Completion**” means that the Work is sufficiently complete in accordance with the Contract Documents so that UTA can occupy and use the Project for system integration testing, training, and pre-revenue operations.

(d) The Contractor shall achieve Revenue Readiness of the initial construction phases of the Work no later than NA for this Phase 2 Amendment (the “**Revenue Operations Date**”). The Revenue Operations Date for additional phases shall be added by subsequent amendment to the Agreement. In the Contract Documents, “Revenue Readiness” means that the Work is sufficiently complete in accordance with the Contract Documents so that the Project is ready for public use.

(e) The Contractor shall achieve Final Completion of the initial construction phases of the Work as expeditiously as reasonably practicable, but in no event later than four (4) weeks after Substantial Completion (the “**Final Completion Date**”). The Final Completion Date for additional phases shall be added by subsequent amendment to the Agreement. In this Agreement, “**Final Completion**” means that the Work is complete in accordance with the Contract Documents, including but not limited to, final completion of all punch list items and delivery of all documents in accordance with the General Conditions.

(f) Time is of the essence with respect to the dates set forth in this section. The critical path method schedule for the initial construction phases of the Work is attached as part of Exhibit A. The schedule for additional phases of the Work will be added by subsequent amendment of the Agreement. There are no liquidated damages applicable to the initial construction phases of the Work. To the extent that liquidated damages are to be applicable for future work phases, the terms and amounts of such liquidated damages shall be set forth in one or more subsequent amendments to the Agreement.

3. Price and Payment. (a) As full compensation for completing the initial construction phases of the Work in accordance with the Contract Documents, UTA shall pay to the Contractor the lump sum price of \$2,068,783.00 (the “**Contract Price**”), as more particularly set forth on the Price and Payment Form, attached as Exhibit B. The Contract Price for additional phases shall be added by subsequent amendment to the Agreement. For purposes of this Addendum, the Contract Price does not include the Phase 1 Contract Price, which is defined by, and paid under, the Phase 1 Agreement. The procedures for invoicing and payment are set forth in Article 4 of the General Conditions.

(b) For purposes of calculating changes in the Contract Price pursuant to Section 7.6 of the General Conditions, Contractor will be entitled to the following:

1. A maximum markup of six and forty-eight-hundredths percent (6.48%) for Indirect Costs that are applied to or to multiply the direct cost of work.
2. A maximum markup of one and one-half percent (1.5%) to cover Risk and Contractor’s contingency that are applied to or to multiply the direct cost of work.
3. A maximum markup of one and ninety-five-hundredths (1.95%) as the Contract Fixed Fee percentage for Profit and Corporate General and Administrative costs when applied to the actual subtotal construction costs (direct, indirect and risk).

4. A maximum markup percentage rate on subcontractors and material suppliers for the construction phase to arrive at their direct costs of ten percent (10%).
5. A maximum markup percentage for all tier levels of subcontractors and material suppliers during the construction phase of fifteen percent (15%).
6. A multiplier or burden applied to base labor wages to arrive at typical billing rates for contractor's personnel of fifty percent (50%).

4. Contract Documents. (a) The Contract Documents consist of the following:

- (1) All written amendments and Change Orders to this Amendment executed in accordance with Article 7 of the General Conditions;
- (2) This Amendment, including its exhibits and Federal Clauses, and specifically including the General Conditions attached as Exhibit C;
- (3) The issued for construction design and specification packages for the following initial phases of the project: (i) building removal/demolition and hazardous materials abatement per Exhibit A; The scoping documents for additional phases of the contract may be added to this Amendment from time to time.
- (4) All written amendments and Change Orders to the Phase 1 Agreement, executed in accordance with the Phase 1 Agreement;
- (5) The Phase 1 Agreement, including its exhibits;
- (6) The Contractor's Proposal in response to the RFP; and
- (7) The RFP.

(b) The parties intend that the Contract Documents include and provide for all aspects of the Work that are necessary for the proper initiation, performance, and Final Completion of the Work by the Contractor, by the Final Completion Date, and for the Contract Price. The parties intend that the Contract Documents be interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction industry standards.

(c) If any terms of the Contract Documents contradict any other terms, the terms contained in the more recent Contract Document will govern.

(d) Contractor acknowledges that, prior to the execution of this Agreement, it has carefully reviewed the Contract Documents for errors, omissions, conflicts or ambiguities (each, a "**Discrepancy**"), and is not aware of any Discrepancies as of the execution of this Agreement. If the Contractor becomes aware of a Discrepancy, the Contractor shall immediately notify UTA's Project Manager of that Discrepancy in writing. UTA's Project Manager shall promptly resolve the Discrepancy in writing. Contractor's failure to promptly notify UTA of an apparent discrepancy will be deemed a waiver of Contractor's right to seek an adjustment of the Contract Price or Contract Times due to the discrepancy.

(e) The Contract Documents form the entire contract between UTA and the Contractor and by incorporation in this Agreement are as fully binding on the parties as if repeated in this Agreement. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

5. Representatives of the Parties. (a) UTA designates E. Gregory Thorpe as its Project Manager, and Grey Turner as its Senior Representative. UTA's Contract Administrator for this Agreement is Teresa Pickett. Questions or correspondence regarding the contractual aspects of this Agreement should be directed to Ms. Pickett, at the address set forth in section 9.

(b) Contractor designates Troy Robertson as its Project Manager, and Jim Allison as its Senior Representative.

6. Key Personnel. (a) Contractor shall ensure that the following Key Personnel remain assigned to the Project until Final Completion:

- (1) Jim Allison, Project Executive
- (2) Troy Robertson, Project Manager
- (3) Lars Erickson, Preconstruction Director

Personal to be assigned for select phases of the project:

- (4) Kevin Monds, Sr. Estimator
- (5) Chris Remkes, General Superintendent
- (6) Wade Widdison, Superintendent
- (7) Dennis Goodwin, Superintendent
- (8) Mike Plaudis, BIM Director

(b) This Agreement was awarded based on Contractor's representation that such key personnel would be engaged in their respective capacities, at the commitment levels indicated, for the full duration of the Project. Contractor shall not make changes in the Key Personnel staffing without the written approval of UTA, such approval not to be withheld unreasonably. Any replacements of key personnel must have the same substantive and qualitative experience as the individuals identified in Contractor's Proposal.

7. Bonds and Insurance. (a) Contractor shall obtain and maintain the insurance coverages set forth in Exhibit D, and comply with the obligations set forth in Exhibit D.

(b) The Contractor shall provide to UTA a performance bond and a payment bond (the "Bonds") issued by a surety doing business in Salt Lake County, Utah, and listed in the then current US Department of the Treasury's Circular 570. The Bonds must each be in an amount equal to 100% of the Contract Price, and in a form acceptable to UTA. Contractor shall provide the Bonds to UTA prior to commencing any Work.

(c) Upon Final Completion of the Work, UTA may, in its sole discretion, allow Contractor to replace the performance bond with a warranty bond in an amount and in a form acceptable to UTA.

8. Prevailing Wages. Contractor shall pay or cause to be paid to all applicable workers employed by it or its Subcontractors to perform the Work not less than the prevailing rates of wages, as provided in the statutes and regulations applicable to public work contracts, including the Davis-Bacon Act. The applicable prevailing wages mandated by the Davis-Bacon Act as of the date of execution of this Phase 2 Amendment and for the county in which the Work will occur are attached as Exhibit E. Contractor shall comply with and cause its subcontractors to comply with all laws pertaining to prevailing wages.

9. Value Engineering. Savings resulting from an approved Value Engineering Change Proposal (as defined in Article 10 of the General Conditions) subsequent to the execution of this

Amendment, will be allocated 50% to UTA, and 50% to Contractor. This provision governs over conflicting language in the General Conditions.

10. Notices. (a) To be deemed valid, all notices, requests, claims, demands and other communications between the parties (“**Notices**”) must be in writing and addressed as follows:

If to Utah Transit Authority:
Utah Transit Authority
ATTN: Teressa Pickett
669 West 200 South
Salt Lake City, UT 84101
tpickett@rideuta.com

With a required copy to:
Utah Transit Authority
ATTN: E. Gregory Thorpe
669 West 200 South
Salt Lake City, UT 84101
gthorpe@rideuta.com

If to the Contractor:
Big-D Construction Corp.
ATTN: Jim Allison
404 W. 400 S.
Salt Lake City, UT 84101
jallison@big-d.com

(b) To be deemed valid, Notices must be given by one of the following methods: (i) by delivery in person (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid (iv) via email with requested delivery receipt.

(c) Either party may change the address at which that party desires to receive written notice by delivery of Notice of such change to the party as set forth above. Notices will be deemed 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 that was not properly communicated shall not defeat or delay the effectiveness of a Notice.

(d) Notwithstanding subsection (a) of this Section, the parties may, through mutual agreement, develop alternative communication channels 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 the Agreement.

11. Counterparts. The parties may execute this Amendment in any number of counterparts, each of which when executed and delivered will constitute a duplicate original, but all counterparts together will constitute a single agreement.

12. Effectiveness; Date. The Amendment will become effective when all parties have fully signed it. The date of this Amendment will be the date it is signed by the last individual to sign it (as indicated by the date associated with that individual’s signature).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Each individual is signing this Amendment on the date stated opposite that individual's signature.

UTAH TRANSIT AUTHORITY

By: 
W. Steven Meyer, Interim Executive Director

Date: 6/24/19

By: 
D. Eddy Cumins, Chief Operating Officer

Date: 5/29/19

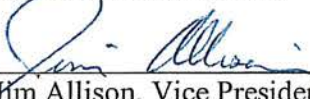
By: 
E. Gregory Thorpe, Project Manager

Date: 5/24/19

Approved as to Legal Form:

By: 
Utah Transit Authority
Legal Counsel

BIG-D CONSTRUCTION

By: 
Jim Allison, Vice President

Date: May 24, 2019

Contractor's Federal ID Number: 87-0361918

**Exhibit A to Phase 2 Construction Services Amendment
Scope and Schedule Exhibit**

[Attached on the following pages]

UTA PHASE 2 / GMP 1 - DEMOLITION AND ABATEMENT CONSTRUCTION DOCUMENT LIST

Specification:

Utah Transit Authority Depot District Technology Center
March 31, 2015

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

SECTION 00 31 21.16 - ORIGINAL BUILDING DRAWINGS

SECTION 00 31 26 - EXISTING HAZARDOUS MATERIAL INFORMATION - BUILDINGS

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01 35 13.63 - SPECIAL PROJECT PROCEDURES FOR CONTAMINATED FACILITIES [SAI]

SECTION 01 35 13.64 - HAZMAT ABATEMENT - SUMMARY [SAI]

SECTION 01 35 13.65 - HAZMAT ABATEMENT - REFERENCE STANDARDS AND DEFINITIONS [SAI]

SECTION 01 35 13.66 - HAZMAT ABATEMENT - REGULATORY REQUIREMENTS [SAI]

SECTION 01 35 13.67 - HAZMAT ABATEMENT - COORDINATION [SAI]

SECTION 01 35 13.68 - HAZMAT ABATEMENT - FIELD TESTING [SAI]

SECTION 01 35 13.69 - HAZMAT ABATEMENT - CLEANING AND DECONTAMINATION [SAI]

SECTION 01 35 13.70 - HAZMAT ABATEMENT - TEMPORARY AREA ENCLOSURES [SAI]

SECTION 01 35 13.71 - HAZMAT ABATEMENT - TEMPORARY AIR CIRCULATION AND PRESSURE CONTROLS [SAI]

SECTION 01 74 19 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

DIVISION 02 - EXISTING CONDITIONS

SECTION 02 41 16 - STRUCTURE DEMOLITION [SAI]

SECTION 02 41 19 - SELECTIVE DEMOLITION [SAI]

SECTION 02 60 00 - CONTAMINATED SITE MATERIAL REMOVAL [SAI]

SECTION 02 82 13 - REMOVAL OF ASBESTOS CONTAINING MATERIALS [SAI]

SECTION 02 82 33 - DISPOSAL OF ASBESTOS CONTAINING WASTE MATERIALS [SAI]

Reports:

1. Wasatch Environmental Project #1574-040E
Asbestos Survey Report – UTA Depot Roof
December 14, 2018
2. Wasatch Environmental Project #1574-040F
Pre-Demolition Asbestos Survey Former EIMCO Office and Maintenance Building
March 6, 2019
3. Wasatch Environmental Project #1574-040F
Addendum to Pre-Demolition Asbestos Survey Former EIMCO Office and Maintenance Building March
18, 2019
4. Dixon Information Inc. #101579 Report
1-20-2015
5. ALD Analytical Report
Dated 1-22-2015

Drawing List:

03-H101 - HAZARDOUS MATERIALS REPORTS	3/29/2019
03-H102 - HAZARDOUS MATERIALS REPORTS	3/29/2019
00-AD101 - ARCHITECTURAL DEMOLITION SITE PLAN	3/29/2019
00-AD102 - SANBORN MAPS	3/29/2019
00-AD401 - BUILDING D1 COMPLETE DEMOLITION PLAN	3/29/2019
00-AD402 - BUILDING D2 COMPLETE DEMOLITION PLAN	3/29/2019

00-AD403 - BUILDING D3 COMPLETE DEMOLITION PLAN	3/29/2019
00-AD404 - BUILDING D4 COMPLETE DEMOLITION PLAN	3/29/2019
00-AD405 - BUILDING D5 COMPLETE DEMOLITION PLAN	3/29/2019
00-AD406 - BUILDING D6 COMPLETE DEMOLITION PLAN	3/29/2019
00-AD407 - BUILDING D7 COMPLETE DEMOLITION	3/29/2019
00-AD408 - BUILDING D8 COMPLETE DEMOLITION	3/29/2019
00-AD409 - FLHQ BLDG D9 PARTIAL DEMOLITION PLANS	3/29/2019
03-AD101 SLAB PLAN - BUILDING 3 LEVEL 1 OVERALL SELECTIVE DEMOLITION FLOOR	3/29/2019
03-AD102 - BUILDING 3 LEVEL 1 OVERALL SELECTIVE DEMOLITION PLAN	3/29/2019
03-AD103 - BUILDING 3 LEVEL 2 OVERALL SELECTIVE DEMOLITION PLAN	3/29/2019
03-AD104 - BUILDING 3 ROOF OVERALL SELECTIVE DEMOLITION PLAN	3/29/2019
03-AD105 - BUILDING 3 LEVEL 2 RCP OVERALL SELECTIVE DEMOLITION PLAN	3/29/2019
03-AD201 ELEVATION - BUILDING 3 ENLARGED EXTERIOR SELECTIVE DEMOLITION EAST	3/29/2019
03-AD202 ELEVATION - BUILDING 3 ENLARGED EXTERIOR SELECTIVE DEMOLITION WEST	3/29/2019
03-AD203 ELEVATION - BUILDING 3 ENLARGED EXTERIOR SELECTIVE DEMOLITION NORTH	3/29/2019
03-AD211 - BUILDING 3 INTERIOR SELECTIVE DEMOLITION ELEVATIONS	3/29/2019
03-AD301 - BUILDING 3 SELECTIVE DEMOLITION SECTIONS	3/29/2019
03-AD311 - BUILDING 3 SELECTIVE DEMOLITION WALL SECTIONS	3/29/2019
03-AD312 - BUILDING 3 SELECTIVE DEMOLITION WALL SECTIONS	3/29/2019
03-AD313 - BUILDING 3 SELECTIVE DEMOLITION WALL SECTIONS	3/29/2019
03-AD501 - BUILDING 3 DEMOLITION DETAILS	3/29/2019
03-AD502 - BUILDING 3 DEMOLITION DETAILS	3/29/2019

**UTA DEPOT DISTRICT TECHNOLOGY CENTER
PHASE 2: DEMOLITION / HAZMAT ABATEMENT
PROPOSAL CLARIFICATIONS & ASSUMPTIONS**

GENERAL CLARIFICATIONS

1. Balance of contractor-controlled owner contingency will be refunded to owner at end of the project. These contingencies are list below:
 - a) Demolition contingency \$90,000 (as a provisional sum)
 - b) Abetment contingency \$40,000 (as a provisional sum)
2. Special Inspections, material testing, soil testing and other testing services are not included. It is understood these services will be procured and paid for by UTA. This includes testing as noted on the Salt Lake City Notes, Note #5, Sheet 00-C101.
3. This estimate does include permits, plan check, impact and other fees assessed by municipalities or authorities having jurisdiction.
4. Fees associated with Dominion Energy, Rocky Mountain Power, Century Link or other public/private utility providers are excluded.
5. Temporary parking for subcontractors is anticipated to be on-site.
6. Costs for LEED management are not currently included in the estimate. Please refer to VE Options for LEED pricing based upon LEED classification.
7. In order to mitigate subcontractor's schedule and cost risks on the project, Big-D will bond or include SDI at a stipulated rate of 1.25%.

DEMOLITION

8. Pricing is based on being able to utilize water and power utilities from UTA. Subcontractors will provide connections to water and power and be responsible for their own hoses and cords.
9. Buildings D7 & D8 are shown in the plans as being existing. However, these two buildings have been removed since the plans were completed. We do not have any costs for removal of these two structures in this estimate.
10. The plans show a "heavy loaded paving access" that is to remain functional during the construction process to allow buses and other vehicles to access the fueling facility. Our plan is to saw cut and leave the current paving in place for as long as possible in this area so as to not incur additional costs for a new access road. At some point this access road will be removed and repaved with the proscribed pavement. At this point access will need to be provided from another location. This location can be determined by the UTA / Big-D team.

HAZARDOUS MATERIALS ABATEMENT

11. No removal of Petroleum contaminated soils is included in this phase / pricing. All removal and disposal will be handled in a later phase by the earthwork contractor. Based upon the original survey, we are unsure if this contamination field has spread since the first survey was completed. Additional evaluation will be made once the concrete floor slab has been removed from Building 3.
12. Big-D has included cost to encapsulate lead paint on columns identified in yellow highlights on Appendix A. No additional columns have been included to encapsulated. All steel shown to be removed with lead paint will be recycled.

FIRE SUPPRESSION

13. Fire Suppression demolition is not included in this bid package. Fire Suppression demolition will take place when system is modified during maintenance renovation phase of work.

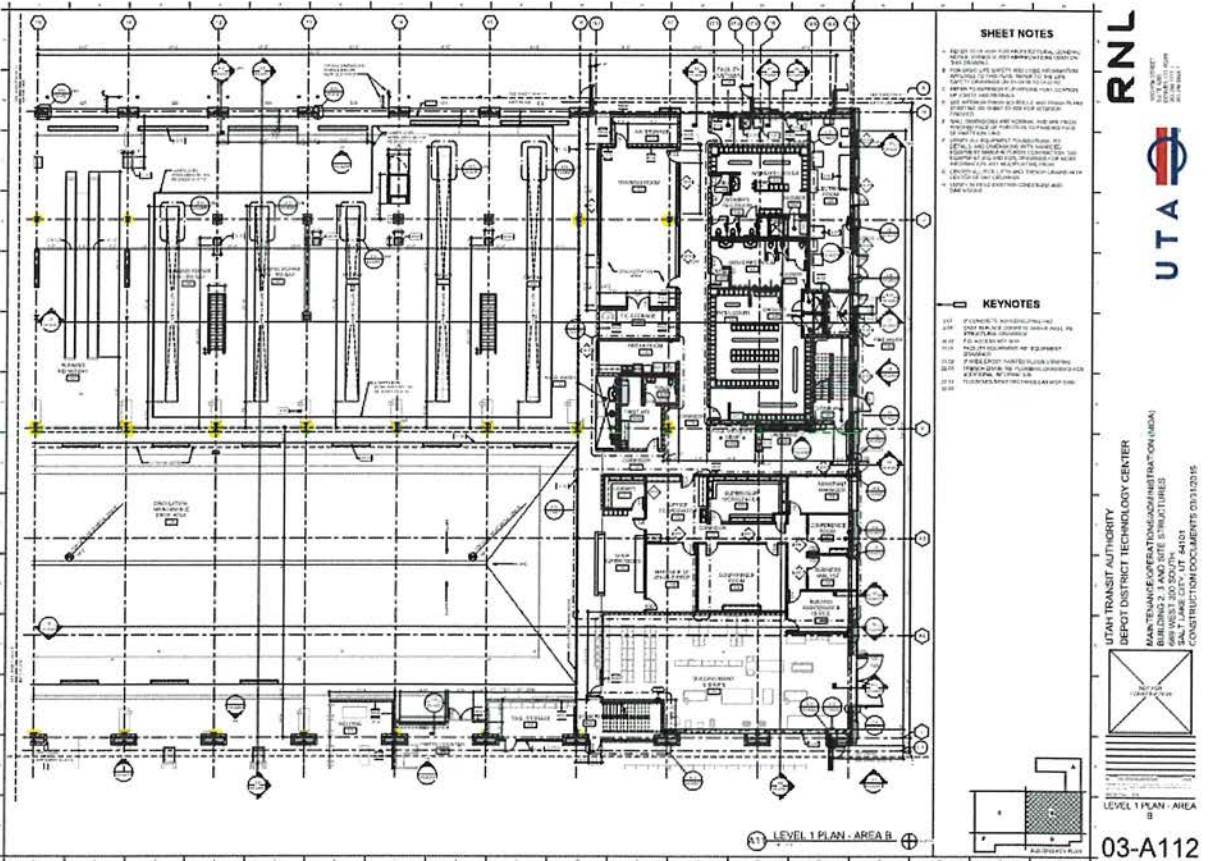
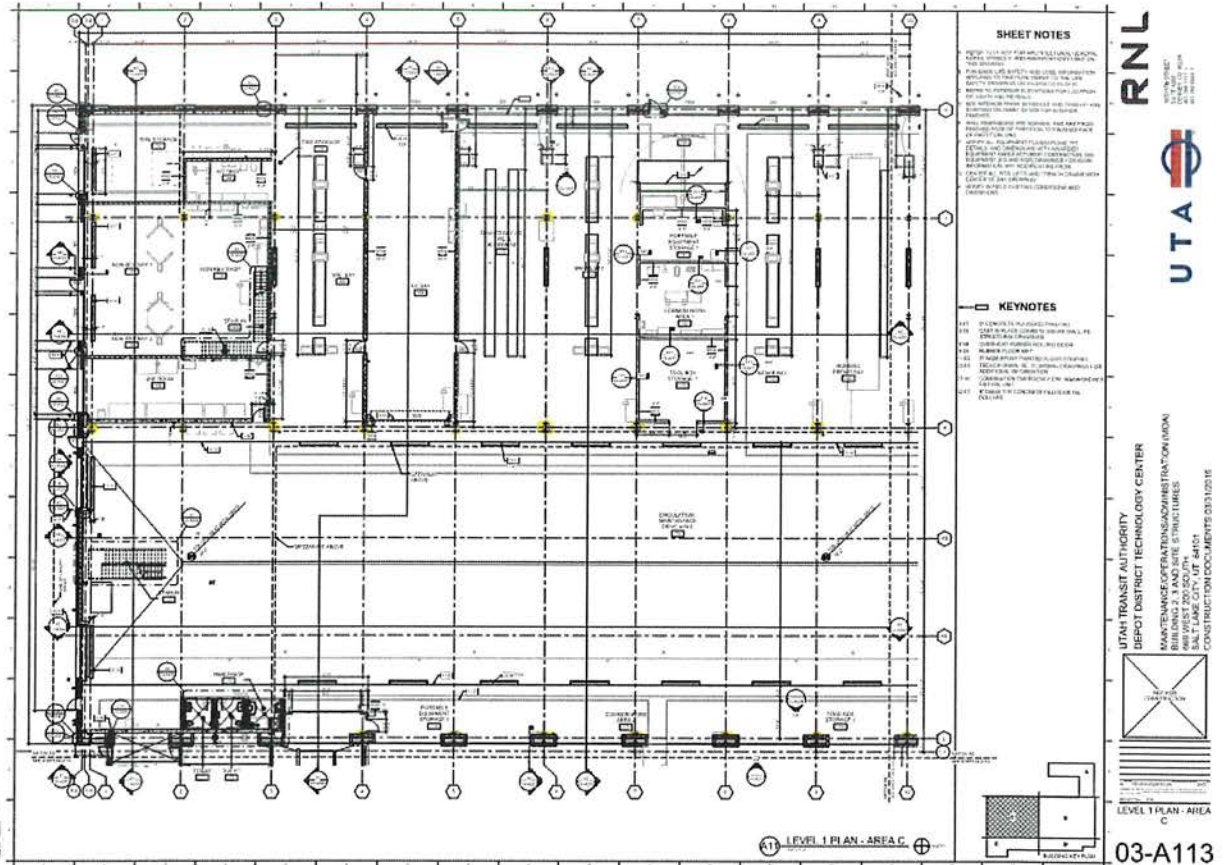
HVAC

14. No removal or salvage of existing rooftop HVAC units has been included in this pricing. The plans do not reflect units being salvaged for future use or relocated.

ELECTRICAL

15. We have included costs to investigate power to each building, shut off and make safe as required.
16. We have not included the demo and relocation of (2) transformers located in Bldg. 3. These transformers provide power to an existing building and this power needs to remain.

Appendix A



RNL
 REGISTERED PROFESSIONAL ENGINEER
 LICENSE NO. 12345
 STATE OF UTAH

UTA

UTAH TRANSIT AUTHORITY
 DEPOT DISTRICT TECHNOLOGY CENTER
 MAINTENANCE OPERATIONS ADMINISTRATION (MOA)
 BUILDING 2, 3 AND SITE STRUCTURES
 644 WEST 200 SOUTH
 SALT LAKE CITY, UT 84119
 CONSTRUCTION DOCUMENTS 03/12/15

LEVEL 1 PLAN - AREA C

03-A113

RNL
 REGISTERED PROFESSIONAL ENGINEER
 LICENSE NO. 12345
 STATE OF UTAH

UTA

UTAH TRANSIT AUTHORITY
 DEPOT DISTRICT TECHNOLOGY CENTER
 MAINTENANCE OPERATIONS ADMINISTRATION (MOA)
 BUILDING 2, 3 AND SITE STRUCTURES
 644 WEST 200 SOUTH
 SALT LAKE CITY, UT 84119
 CONSTRUCTION DOCUMENTS 03/12/15

LEVEL 1 PLAN - AREA B

03-A112

**Exhibit B to Phase 2 Construction Services Amendment
Detailed Price and Payment Exhibit**

[Attached on the following pages]

UTA Depot District Technology Center - Phase 2/GMP 1: Demo & Abatement
Salt Lake City, UT



Alt 1

	DESCRIPTION	GMP 1	ESTIMATE 3/7/2019	Variance Over (Under) Budget	SUB / SUPPLIER	Demo Bldg 3
●	2A Demolition	901,136	951,859	(50,723)	Reynolds Brothers	112,107
●	Demolition Contingency	90,000	90,000		UTA	15,000
●	2B Hazardous Materials Abatement	399,155	845,237	(446,082)	Eagle Environmental	58,556
●	Abatement Contingency	40,000	40,000		UTA	10,000
	SUBTOTAL	\$1,430,291	\$1,927,096	(496,805)		\$195,663
1.50%	Contractor Contingency	21,454	144,532	-123,078	Big-D	3,259
	SUBTOTAL	1,451,746	2,071,628	(619,883)		198,921
6.48%	Overhead (GC's, Insurance, Fees, Bonds)	94,073	134,242	(40,168)	Big-D	14,077
	Building Permit	280,000	286,000	(6,000)	SLC	
	Demolition Permit	17,378		17,378	SLC	1,825
	Plan Check Fees	180,773		180,773	SLC	
	Impact Fees	18,841		18,841	SLC	
	Utah State Fee	3,781		3,781	Utah	
	SUBTOTAL	2,029,214	2,491,870	(462,656)		214,823
1.95%	Fee	39,570	48,591	(9,022)	Big-D	4,236
	TOTAL	\$2,068,783	\$2,540,461	-\$471,678		\$217,234

GMP 1 / Phase 2 Total	\$ 2,068,783
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Add Alternate to Demo Building 3	\$217,234
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UTA Depot District Technology Center - Phase 2/GMP 1: Demo & Abatement

24100

2A Demolition



Base Bid

Reynolds Brothers 901,136

Spec Section	Scope of Work Description	Reynolds Brothers	Total Interior Demolition	Grant Mackay	Notes
BASE BID			830,000	1,556,573	
SPEC SECTIONS					
24116	STRUCTURE DEMOLITION	INCL	INCL	INCL	
24119	SELECTIVE DEMOLITION	INCL	INCL	INCL	
TRADE SPECIFIC SCOPE		837,619	100,819	118,919	
1	OAD Ten Day Notifications	2,820	2,820	2,820	
2	Mobilization	8,500	INCL	INCL	
3	Total mobilizations	1,350	1,350	4,500	
4	Move wood piles into Maintenance	3,114	3,114	3,114	
5	Building Separation	42,910	INCL	INCL	
6	Building D1	291,150	INCL	INCL	
7	Building D2	INCL	INCL	INCL	
8	Building D3	INCL	INCL	INCL	
9	Building D4	INCL	INCL	INCL	
10	Building D5	INCL	INCL	INCL	
11	Building D6	INCL	INCL	INCL	
12	Building D9	7,740	INCL	INCL	
13	Bldg 3 Slabs	74,800	INCL	INCL	
14	Bldg 3 Corwalks	221,500	INCL	INCL	
15	Bldg 3 Bridge Cranes	19,000	INCL	INCL	
16	Bldg 3 interior office and restroom areas	INCL	INCL	INCL	
17	Saw cutting & removal to make openings in West walls	106,250	INCL		
18	Remove asphalt - East, West & South Sides	14,950	INCL	14,950	
19	Remove exterior concrete paving	10,700	10,700	10,700	
20	Excavate and remove turntable footings	5,250	5,250	5,250	
21	Ramp & Canopy at building 1	1,900	1,900	1,900	
22	TCLP Testing (10)	2,500	2,500	2,500	
23	Street Sweeping	7,500	7,500	7,500	Bldg-D 65 hours @ \$115/hr
24	Clean-up (1,040 HRS)	36,400	36,400	36,400	Bldg-D 1,040 hours @ \$35/hr
25	Layout of openings	5,100	5,100	5,100	
26	Electrical make safe of all structures prior to demo	10,365	10,365	10,365	GSL
27	Relocation of fire riser equipment & connections in Building D9	2,020	2,020	2,020	GSL
28	Mechanical Capping	8,500	8,500	8,500	
29	Salvage Timber Building 5	3,300	3,300	3,300	
GENERAL ITEMS		13,517	10,816	19,456	
30	Addenda Acknowledged	INCL	INCL	INCL	
31	Sales Tax State/City/County: EXEMPT	EXCL	EXCL	EXCL	
32	P&P Bond/Subcontractor Default Insurance	13,517	10,816	19,456	
33	P&P Bond Rate	1.5%	0	0	
34	Big-D Prequalified	RENEWAL IN PROCESS	EXPIRED	YES	
35	Agree to Big-D Subcontract, Terms & Conditions	YES	YES	YES	
36	Agrees to Meet Insurance Requirements	YES	YES	YES	
37	Contractor License Number Valid	YES	YES	YES	
Totals:		901,136	941,635	1,694,898	
Variances:		0	40,499	793,762	
		0.0%	4.5%	88.1%	

Alt 1 - Demo Bldg 3

Reynolds Brothers

Spec Section	Scope of Work Description	Reynolds Brothers	Total Interior Demolition	Grant Mackay	Notes
Demo Bldg 3 entirely		110,425	85,800	85,800	
P&P Bond/Subcontractor Default Insurance		1,682	1,682	1,682	
P&P Bond Rate		1.5%	0	0	
Totals:		112,107	87,482	87,482	
Variances:		0	24,625	-24,625	
		0.0%	-22.0%	-22.0%	

Total w/(Alternates)

1,013,243

1,029,117

1,782,380

UTA Depot District Technology Center - Phase 2/GMP 1: Demo & Abatement

26200

2B Hazardous Materials Abatement



Base Bid

Eagle Environmental	399,155
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Spec Section	Scope of Work Description	Environmental Abatement	Eagle Environmental	Rozmont	Notes
	BASE BID	277,854	289,477	530,786	
* Spec	SPEC SECTIONS				
28100	CONTAMINATED SITE MATERIAL REMOVAL	INCL	INCL	INCL	
28213	REMOVAL OF ASBESTOS CONTAINING MATERIALS	INCL	INCL	INCL	
28233	DISPOSAL OF ASBESTOS CONTAINING WASTE MATERIALS	INCL	INCL	INCL	
* TRADE SPECIFIC SCOPE		63,660	41,401	54,080	
1	Permitting costs				
2	Remove windows	4x10, 198 ea.	5x10, 489 ea.	212,260 LF	
3	Remove windows - high	4x4, 319 ea.	INCL	INCL	
4	Remove Vinyl Tile	INCL	INCL	INCL	
5	Remove asbestos containing floor tile	INCL	25,801	INCL	
6	Black Mastic	INCL	INCL	INCL	
7	TSI pipe elbows and T's	45 EA.	INCL	INCL	
8	TSI Pipe Wrap	INCL	INCL	INCL	
9	Mirror Mastic	INCL	INCL		
10	4' fluorescent lights	INCL	INCL	INCL	
11	Bulbets	INCL	INCL	INCL	
12	Arc lights	INCL	INCL	INCL	
13	Lead based paint on the north side of Building D6	8,400	INCL	INCL	
14	Lead based paint on the north side of Building D3 (Maintenance Bldg.)	INCL	INCL	INCL	
15	Containment on north side of maintenance bldg.	INCL	INCL	INCL	
16	Water hoses and connections for your own work	INCL	INCL		
17	Power cords for your own work	INCL	INCL		
18	Temp lighting	1,250	1,250	1,250	
19	Temp power connection	850	850	850	
20	Remobilize	1,200	INCL	INCL	
21	Clean and paint columns along gridlines J, K & L of Maintenance Building - 22' above slab	INCL	INCL	INCL	
22	Water Meter (Hydrant)	2,500	2,500	2,500	
23	Water Usage	1,500	1,500	1,500	
24	Duration	114 days	40 days	12 weeks	
25	Additional supervision for schedule	38,480	INCL	38,480	
26	Clean Up	7,000	7,000	7,000	Big-D 200 hours @ \$35/hr
27	Street Sweeping	2,500	2,500	2,500	Big-D 21 hours @ \$115/hr
* GENERAL ITEMS		68,412	68,277	71,492	
28	Abatement Insurance	51,688	51,688	51,688	
29	Monitoring professional services	11,600	11,600	11,600	R&R Environmental
30	Prevailing Wage / certified Payroll	INCL	INCL		
31	Addenda Acknowledged	INCL	INCL	INCL	
32	Sales Tax State/City/County EXEMPT	INCL	INCL	INCL	
33	Subcontractor Default Insurance / Bond	5,124	4,989	8,204	
34	Big-D Prequalified	NO	NO	NO	
35	Agree to Big-D Subcontract, Terms & Conditions	YES	YES	YES	
36	Agree to Meet Insurance Requirements	YES	YES	YES	
37	Contractor License Number Valid	YES	YES	YES	
Totals:		409,946	399,155	656,358	
Variances:		10,791	0	257,203	
		2.7%	0.0%	64.4%	

Alt 1 - Demo Bldg 3

Eagle Environmental	
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Spec Section	Scope of Work Description	Environmental Abatement	Eagle Environmental	Rozmont	Notes
	BASE BID				
* Spec	SPEC SECTIONS				
26000	North Wall Abatement	91,656	91,656	91,656	
	Credit Back On North	(35,100)	(35,100)	(35,100)	
	Big-D Prequalified	NO	NO	NO	
	Agree to Big-D Subcontract, Terms & Conditions	YES	YES	YES	
	Agree to Meet Insurance Requirements	YES	YES	YES	
	Contractor License Number Valid	YES	YES	YES	
Totals:		58,556	58,556	58,556	
Variances:					
		0.0%	0.0%	0.0%	

**Exhibit C to Phase 2 Construction Services Amendment
Design and Construction General Conditions**

**ARTICLE 1
General**

1.1 **Cooperation.** UTA and Contractor commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, so as to permit each party to realize the benefits afforded under the Contract Documents.

1.2 **Professional Standards.** Contractor shall perform the Work in a good and workmanlike manner, and shall use reasonable skill, care, and diligence. If the Work includes professional services, Contractor shall perform those services in a professional manner, using at least that standard of care, skill and judgment that can reasonably be expected from similarly situated professionals.

1.3 **Definitions.** Terms that are defined in the Agreement have the same definition in all the Contract Documents, including in these General Conditions. Unless expressly modified by the Agreement, the following definitions shall also apply to all Contract Documents:

“Agreement” means the document signed by Contractor and UTA to which these General Conditions are attached as an exhibit or into which these General Conditions are incorporated by reference.

“Application for Payment” shall mean an invoice for a progress or final payment made in accordance with the requirements of Article 4.

“Basis of Design Documents” means those preliminary drawings, concept design drawings, technical requirements, performance requirements, project criteria, or other documents that are (i) included in the Contract Documents, and (ii) serve as the basis or starting point for design services to be performed by Contractor, if any.

“Claim” has the meaning indicated in Section 8.1 of these General Conditions.

“Construction Documents” means the final drawings and specifications that set forth in detail the requirements for construction of the Project.

“Contract Documents” means those documents designated as Contract Documents in the Agreement.

“Contract Times” means the guaranteed dates for Substantial Completion, Final Completion (if applicable), and any other deadlines for completion of the Work, or a part thereof, all as set forth in the Agreement.

“Contractor” means the entity that has entered into a contract with UTA to perform construction and other services as detailed in the Contract Documents. The Contractor may be a CM/GC, general contractor, Construction Manager/General Contractor, or other type of entity.

“Day” means a calendar day unless otherwise specifically noted in the Contract Documents.

“Differing Site Condition” has the meaning indicated in Section 3.2 of these General Conditions.

“Final Completion” has the meaning indicated in Section 4.7 of these General Conditions.

“Force Majeure Event” means a delay caused by any national or general strikes, fires, riots, acts of God, acts of the public enemy, floods, acts of terrorism, unavoidable transportation accidents or embargoes, or other events: (i) which are not reasonably foreseeable as of the date the Agreement was executed; (ii) which are attributable to a cause beyond the control and without the fault or negligence of the party incurring such delay; and (iii) the effects of which cannot be avoided or mitigated by the party claiming such Force Majeure Event through the use of commercially reasonable efforts. The term Force Majeure Event does not include a delay caused by seasonal weather conditions, inadequate construction forces, general economic conditions, changes in the costs of goods, or Contractor’s failure to place orders for equipment, materials, construction equipment or other items sufficiently in advance to ensure that the Work is completed in accordance with the Contract Documents.

“General Conditions” means this document.

“Legal Requirements” means all applicable federal, state, and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work including, without limitation, those related to safety and environmental protection. The terms Legal Requirements shall also include any requirements or conditions included in a permit required for, or issued in conjunction with, the Project.

“Potential Change Notice” has the meaning indicated in Section 7.3 of these General Conditions.

“Project” means the construction project described in the Agreement.

“Punchlist” means shall mean a schedule of Work items (developed in accordance with the procedures described in Article 4) which remain to be completed prior to Final Completion, but which do not adversely affect the performance, operability, capacity, efficiency, reliability, cost effectiveness, safety or use of the Project after Substantial Completion.

“Schedule of Values” means the detailed statement furnished by Contractor and approved by UTA in accordance with Section 4.1, which statement outlines the various components of the Contract Price and allocates values for all such components in a manner that can be used for preparing and reviewing invoices.

“Site” means the land or premises on which the Project is located, as more particularly defined and described in the Contract Documents.

“Subcontractor” means any person or entity (including subcontractors at any tier, design engineers, laborers and materials suppliers) retained by Contractor or any other Subcontractor to perform a portion of Contractor’s obligations under the Contract Documents.

“Substantial Completion” or “Substantially Complete” has the meaning indicated in Section 4.6 of these General Conditions.

“Work” means all obligations, duties, requirements, and responsibilities for the successful completion of the Project by Contractor, including furnishing of all services and/or equipment (including obtaining all applicable licenses and permits to be acquired by Contractor) in accordance with the Contract Documents.

ARTICLE 2 **Contractor’s Services**

1.1 General Services.

1.1.1 Contractor’s Project Manager shall be reasonably available to UTA and shall have the necessary expertise and experience required to supervise the Work. Contractor’s Project Manager shall communicate regularly with UTA and shall be vested with the authority to act on behalf of Contractor.

1.1.2 Contractor shall provide UTA with a monthly status report detailing the progress of the Work, including: (i) whether the Work is proceeding according to schedule; (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution; (iii) whether unusual health and safety issues exist in connection with the Work; and (iv) other items that require resolution so as not to jeopardize Contractor’s ability to complete the Work for the Contract Price and within the Contract Time(s).

1.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Contractor shall prepare and submit, within seven (7) Days of the execution of the Agreement, a schedule for the execution of the Work for UTA’s review and response. The schedule must indicate the dates for the start and completion of the various stages of Work, including the required dates when UTA obligations must be completed to enable Contractor to achieve the Contract Time(s). Such UTA obligation dates may include (where contemplated in the Contract Documents): (i) Site availability requirements; and/or (ii) dates when UTA information or approvals are required. The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Contractor of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. UTA’s review of, and response to, the schedule shall not be construed as relieving Contractor of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

1.2 **Design Services.** If the Work includes any design services, provisions 2.2.1 through 2.2.8 apply.

1.2.1 Contractor shall provide the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Contractor to complete the Work consistent with the Contract Documents. Contractor shall ensure that design services are performed by qualified, licensed design professionals employed by Contractor, or by qualified, independent licensed design consultants procured by Contractor.

1.2.2 Contractor and UTA shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that UTA may wish to review, which interim design submissions may include design criteria, drawings, diagrams, and specifications setting forth the Project requirements. Interim design submissions must be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.2.2. On or about the time of the scheduled submissions, Contractor and UTA shall meet and confer about the submissions, with Contractor identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents shall be processed in accordance with Article 7. Minutes of the meetings, including a full listing of all changes, will be maintained by Contractor and provided to all attendees for review. Following the design review meeting, UTA will be entitled to at least ten (10) Days to review and approve the interim design submissions and meeting minutes.

1.2.3 To the extent not prohibited by the Contract Documents or Legal Requirements, and with the approval of UTA, Contractor may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

1.2.4 Contractor shall submit proposed Construction Documents to UTA, which must be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meeting minutes. The parties shall have a design review meeting to discuss, and UTA shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.2.2 above. Contractor shall submit one set of approved Construction Documents to UTA prior to commencement of construction.

1.2.5 UTA's review and approval of interim design submissions, meeting minutes, and Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither UTA's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to: (i) relieve Contractor from its obligations to comply with the Contract Documents; (ii) relieve Contractor from its obligations with respect to the accuracy of the design submittals; or (iii) transfer any design liability from Contractor to UTA.

1.2.6 Upon completion of the Work, and as a condition to receiving final payment pursuant to Section 4.7, Contractor shall prepare and provide to UTA a final set of as-built

drawings, depicting the Project as completed, including all changes to the Project made subsequent to the approval of the Construction Documents.

1.2.7 All drawings, specifications, interim design submissions, Construction Documents, and other documents furnished by Contractor to UTA pursuant to the Contract Documents (those documents, the "Work Product") are deemed to be instruments of service and Contractor shall retain the ownership and intellectual property rights therein.

1.2.8 Once UTA has made a corresponding payment for the Work required for Contractor to prepare any Work Product, Contractor will be deemed to have granted to UTA a license to use that Work Product in connection with the construction, occupancy, and maintenance of the Project, or any other UTA project or facility.

1.3 Government Approvals, Permits, and Legal Requirements.

1.3.1 Except where the Contract Documents expressly state that UTA will be responsible for a specific entitlement, Contractor shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project or Site. Contractor shall provide reasonable assistance to UTA in obtaining any permits, approvals, and licenses that the Contract Documents expressly specify to be a UTA responsibility.

1.3.2 Contractor shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

1.3.3 Contractor shall file a notice of commencement, a notice of completion, and other notices required by Utah Code Title 38 (Liens). Contractor shall file such notices in the manner and within the time periods required by law.

1.3.4 The Contract Price and/or Contract Time(s) will be adjusted to compensate Contractor for the effects of any changes in the Legal Requirements provided that such changes: (i) materially increase Contractor's cost of, or time required for, the performance of the Work; and (ii) are enacted after the effective date of the Agreement.

1.4 Construction Services.

1.4.1 Contractor shall proceed with construction in accordance with the approved Construction Documents.

1.4.2 Except to the extent that the Contract Documents expressly identify UTA obligations related to the Work, Contractor shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities (whether or not expressly stated or depicted in the Contract Documents or Construction Drawings) to permit Contractor to complete construction of the Project consistent with the Contract Documents.

1.4.3 Contractor is responsible for securing the Site until UTA issues a Certificate of Substantial Completion.

1.4.4 Contractor shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Contractor shall at all times exercise complete and exclusive control over the means, methods, sequences, techniques and procedures of construction.

1.4.5 Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take necessary precautions for the safety of, and shall provide necessary protection to prevent damage, injury or loss to the following: (i) all Contractor, Subcontractor, UTA employees, the public and other persons who may be affected thereby; (ii) all Work and all equipment and materials to be incorporated into the Work; and (iii) other property at the Site or adjacent thereto. Contractor shall comply with the minimum standards imposed by UTA's Construction Safety and Security Program Manual, as updated from time to time (UTA's Construction Safety and Security Program Manual is incorporated into the Contract Documents by reference). However, Contractor shall be responsible for all additional as necessary to comply protect persons and property and comply with applicable Legal Requirements related to safety.

1.4.6 Contractor shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. UTA may require Contractor to remove from the Project a Subcontractor or anyone employed directly or indirectly by any Subcontractor, if UTA reasonably concludes that the Subcontractor is creating safety risks at the Site or quality risks to the Project.

1.4.7 Contractor is responsible for the proper performance of the Work by Subcontractors and for any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between UTA and any Subcontractor, including but not limited to any third-party beneficiary rights.

1.4.8 Contractor shall coordinate the activities of all of its Subcontractors. If UTA performs other work on the Project or at the Site with separate contractors under UTA's control, Contractor agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

1.4.9 Contractor shall keep the Site reasonably free from debris, trash and construction wastes to permit Contractor to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Contractor shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit UTA to occupy the Project or a portion of the Project for its intended use.

2.5 Quality Control, Quality Assurance, Inspection, Rejection and Correction of Work.

2.5.1 Contractor shall develop a Project-specific construction quality control plan as contemplated in UTA's Quality Management Plan and Construction Quality Plan. The Contractor's plan shall satisfy the minimum requirement imposed by UTA's Construction Quality Plan and shall be sufficient to ensure that Work is performed in compliance with the Contract Documents. If the Work includes any design services, Contractor shall also develop and thereafter comply with a design quality plan that meets the minimum requirements set forth in UTA Design Quality Plan. UTA Quality Management Plan, Construction Quality Plan and Design Quality Plan are incorporated into the Contract Documents by reference. The Contractor's plans shall be subject to UTA's review and approval.

2.5.2 Contractor shall comply with the approved quality control plan(s). Responsibilities shall include inspection and testing and related activities including administration, management, supervision, reports, record keeping and use of independent testing agencies and laboratories. Contractor shall provide evidence of compliance with the Contract Documents.

2.5.3 UTA will have the right to audit and spot check the Contractor's quality control procedures and documentation. This will include the Company's right to inspect and test all Work at reasonable times. Contractor shall cooperate with any inspection and testing performed by UTA. All contractor-furnished materials and supplies shall be subject to inspection at the point of manufacture.

2.5.2 Any inspection and testing performed by UTA shall be for the sole and exclusive benefit of UTA. Neither inspection and testing of Work, nor the lack of same nor acceptance of the Work by UTA, nor payment therefore shall relieve Contractor from any of its obligations under the Contract Documents.

2.5.3 At any time prior to Substantial Completion, UTA may reject Work which fails to conform to the Contract Documents. Contractor shall, at its sole expense, promptly re-perform or correct any Work so as to conform to the requirements of the Contract. Contractor shall not be entitled to an adjustment to the Contract Price and/or Contract Times with respect to any corrective action necessary to rectify non-conforming Work.

2.5.4 The Contractor will, within seven (7) Days of receipt of written notice from UTA that the Work does not comply with the contract documents provided above, take meaningful steps to commence corrective action, including the correction, removal, replacement or re-performance of the nonconforming Work. If Contractor fails to commence the necessary corrective action within seven (7) Day period, UTA may issue written notice that in an additional (7) days UTA may (in addition to any other remedies provided under the Contract Documents) provide Contractor with written notice that UTA will self-perform (through its own forces or through other contractors) correction of the nonconforming work, at Contractor's expense.

2.6 **Contractor's Warranty.**

2.6.1 Contractor warrants to UTA that all Work, including all materials and equipment furnished as part of the Work, shall be: (i) of good quality conforming to generally recognized industry standards; (ii) in conformance with the Contract Documents; (iii) free of defects in

materials and workmanship; and (iv) consistent with applicable Legal Requirements. Without limiting the generality of the foregoing, Contractor also specifically warrants that any design, engineering or other professional services provided by Contractor shall satisfy applicable professional standards of care and that all materials and that any equipment furnished as part of the construction shall be new (unless otherwise specified in the Contract Documents). This provision is not intended to limit any manufacturer's warranty that provides UTA with greater warranty rights than set forth in this Section 2.6. Contractor shall provide UTA with all manufacturers' warranties upon Substantial Completion. Similarly, nothing in this Article is intended to limit any other express warranties set forth in the Contract Documents or to limit any other warranties implied by law, custom or usage of trade.

2.6.2 If Contractor becomes aware of any defect in the Work, or non-conformance with the Contract Documents, Contractor shall give prompt written notice of that defect or non-conformance to UTA.

2.6.3 Except as otherwise stated in the Agreement, Contractor shall correct any Work that does not comply with the warranties provided above for a period of two years following the date of Substantial Completion.

2.6.4 Contractor shall, within seven (7) Days of receipt of written notice from UTA that the Work does not comply with the warranties provided above, take meaningful steps to commence corrective action, including the correction, removal, replacement or re-performance of the nonconforming Work and the repair of any damage to other property caused the warranty failure. If Contractor fails to commence the necessary corrective action within such seven (7) Day period (or thereafter fails to continuously and diligently pursue such corrective action to completion), UTA may (in addition to any other remedies provided under the Contract Documents) provide Contractor with written notice that UTA will self-perform (through its own forces or through other contractors) correction of the warranty failure at Contractor's expense. If UTA performs (or causes to be performed) such corrective action, UTA may collect from Contractor all amounts so incurred. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) Day period identified above shall be deemed inapplicable.

2.6.5 The two-year period referenced in Section 2.6.3 above only applies to Contractor's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies UTA may have regarding Contractor's other obligations under the Contract Documents.

ARTICLE 3 **Site Conditions**

3.1 Hazardous Materials.

3.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Contractor's Work, Contractor is not responsible for any Hazardous Materials encountered at the Site. "Hazardous Materials" means any substance that: (i) is deemed a hazardous waste or substance under any environmental law; or (ii) might endanger the health of people exposed to it.

3.1.2 If Contractor discovers at the Site any substance the Contractor reasonably believes to be a Hazardous Material, Contractor shall immediately stop Work in the area of the discovery and immediately report the discovery to UTA Project Manager. UTA shall determine how to deal with the Hazardous Material, and Contractor shall resume Work in the area when directed to do so by UTA Project Manager.

3.1.3 Contractor will be entitled to an adjustment to the Contract Price and/or Contract Time(s) to the extent Contractor's cost and/or time of performance have been adversely impacted by the presence of Hazardous Materials.

3.1.4 The risk allocation and change provisions of Sections 3.1.1 through 3.1.3 do not apply to any Hazardous Materials introduced to the Site by Contractor, its Subcontractors, or anyone for whose acts Contractor is responsible. Those provisions also exclude Hazardous Materials that were properly stored and/or contained at the Site but thereafter released as a result of the Contractor's negligent performance of the Work. To the extent that Hazardous Materials are introduced and/or released at the Site by Contractor as described above in this Section 3.1.4, then: (i) to the fullest extent permitted by law, Contractor shall defend and indemnify UTA from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from such Hazardous Materials; and (ii) Contractor shall not be entitled to an extension of Contract Price and/or Contract Time(s).

3.2 Differing Site Conditions.

3.2.1 If Contractor encounters a Differing Site Condition, Contractor will be entitled to an adjustment to the Contract Price and/or Contract Time(s) to the extent Contractor's cost and/or time of performance have been adversely impacted by the Differing Site Condition. "Differing Site Condition" means concealed or latent physical conditions at the Site that: (i) materially differ from the conditions indicated in the Contract Documents; and (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.

3.2.2 Upon encountering a Differing Site Condition, Contractor shall provide prompt written notice to UTA of such condition, which notice shall not be later than five (5) Days after such condition has been encountered. Contractor shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

ARTICLE 4 **Payment**

4.1 Schedule of Values.

4.1.1 Unless required by UTA upon execution of this Agreement, within ten (10) Days of execution of the Agreement, Contractor shall submit for UTA's review and approval a Schedule of Values for all of the Work. The Schedule of Values will: (i) subdivide the Work into its

respective parts; (ii) include values for all items comprising the Work; and (iii) serve as the basis for monthly progress payments made to Contractor throughout the Work.

4.1.2 UTA will timely review and approve the Schedule of Values so as not to delay the submission of the Contractor's first application for payment. UTA and Contractor shall timely resolve any differences so as not to delay the Contractor's submission of its first application for payment.

4.2 Application for Payment.

4.2.1 To receive payment, Contractor shall submit to UTA an Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. Contractor shall not submit Applications for Payment more often than once per month. The Application for Payment must be accompanied by supporting documentation sufficient to establish, to UTA's reasonable satisfaction, Contractor's entitlement to receive payment.

4.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that: (i) UTA is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location; (ii) the equipment and materials are protected by suitable insurance; and (iii) upon payment, UTA will receive the equipment and materials free and clear of all liens and encumbrances.

4.2.3 The Application for Payment will constitute Contractor's representation that the Work described therein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all materials and equipment will pass to UTA free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the materials and equipment into the Project, or upon Contractor's receipt of payment, whichever occurs earlier.

4.3 Sales Tax Exemption

4.3.1 Purchases of certain materials are exempt from Utah sales tax. UTA will provide a sales tax exemption certificate to Contractor upon request. UTA will not pay Contractor for sales taxes for exempt purchases, and such taxes should not be included in Contractor's Application for Payment.

4.4 UTA's Payment Obligations.

4.4.1 UTA shall pay Contractor all amounts properly requested and documented within thirty (30) Days of receipt of an Application for Payment.

4.4.2 Notwithstanding Section 4.4.1, UTA may withhold up to 5% of each payment as retention in accordance with Utah Code Ann. § 13-8-5.

4.4.3 Notwithstanding Section 4.4.1, UTA may offset from such Application for Payment amounts any owed to UTA by Contractor pursuant to the Contract Documents.

4.4.4 If UTA determines that Contractor is not entitled to all or part of an Application for Payment as a result of Contractor's failure to meet its obligations under the Contract Documents, UTA will notify Contractor of the specific amounts UTA has withheld (or intends to withhold), the reasons and contractual basis for the withholding, and the specific actions Contractor must take to qualify for payment under the Contract Documents. If the Contractor disputes UTA's bases for withholding, Contractor may pursue its rights under the Contract Documents, including those under Article 8.

4.5 Contractor's Payment Obligations.

4.5.1 Contractor shall pay Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Contractor has received from UTA on account of their work. Contractor shall indemnify and defend UTA against any claims for payment and mechanic's liens as set forth in Section 5.2 hereof.

4.5.2 If the Contract Documents include Federal Clauses, the terms of those Federal Clauses pertaining to payment of Subcontractors supersede any conflicting terms of this Article 4.

4.6 Substantial Completion.

4.6.1 Contractor shall notify UTA when it believes the entire Work is Substantially Complete. As used in the Contract Documents, "Substantially Complete" or "Substantial Completion" refers to the Contractor's satisfactory completion of all Work in accordance with the Contract Documents (excluding Punchlist items) to point such that UTA may safely start-up, occupy or otherwise fully use the Project for its intended purposes in compliance with applicable Legal Requirements. The terms "Substantially Complete" or "Substantial Completion" also require the completion of any items of Work specifically set forth as conditions precedent to Substantial Completion in the Agreement. Within five (5) Days of UTA's receipt of Contractor's notice, UTA and Contractor will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, UTA shall prepare and issue a Certificate of Substantial Completion that will set forth: (i) the date of Substantial Completion of the Work or portion thereof; (ii) the remaining Punchlist items that have to be completed before Final Completion and final payment; and (iii) provisions (to the extent not already provided in the Contract Documents) establishing UTA's and Contractor's responsibility for the Project's security, maintenance, utilities and insurance pending Final Completion and final payment.

4.6.2 Promptly after issuing the Certificate of Substantial Completion, UTA shall release to Contractor all retained amounts, less an amount equal to two times the reasonable value of all remaining Punchlist items noted in the Certificate of Substantial Completion.

4.6.3 Upon Contractor's request or upon UTA's own initiative, UTA may, in its sole discretion, deem a discrete segment of the Project to be Substantially Complete. The provisions of Sections 4.6.1 and 4.6.2 will apply to that discrete segment of the Project. In addition, before UTA may take possession of a discrete segment of the Project, UTA and Contractor shall obtain

the consent of their sureties, insurers, and any government authorities having jurisdiction over the Project.

4.6.4 Following Substantial Completion, UTA may restrict Contractor's access to the Site. UTA shall allow Contractor reasonable access to the Site in order for the Contractor to achieve Final Completion.

4.7 Final Payment.

4.7.1 When Contractor has achieved Final Completion of the Work, Contractor shall submit a Final Application for Payment. As used in the Contract Documents, "Final Completion" refers to the Contractor's satisfactory completion of all Work in accordance with the Contract Documents including completion of Punchlist items, demobilization from the Site and the transmittal of all deliverables required by the Contract Documents. The Final Application for Payment shall include (at a minimum) the items set forth below.

4.7.1.1 An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect UTA's interests;

4.7.1.2 A general release executed by Contractor waiving, upon receipt of final payment, all claims, except those claims previously made in writing to UTA and remaining unsettled at the time of final payment;

4.7.1.3 All as-built drawings, redlined drawings, operating manuals, warranty assignments and other deliverables required by the Contract Documents; and

4.7.1.4 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

4.7.2 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punchlist if discovered earlier, will be deemed warranty Work. Contractor shall correct such deficiencies pursuant to Section 2.6, and UTA may withhold from the final payment the reasonable value of completion of the deficient work until that work is completed.

ARTICLE 5 **Indemnification and Loss**

5.1 **Patent and Copyright Infringement.** If the Work includes any design services, provisions 5.1.1 through 5.1.3 apply.

5.1.1 Contractor shall defend any action or proceeding brought against UTA based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. UTA

shall give prompt written notice to Contractor of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Contractor shall indemnify UTA from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against UTA or Contractor in any such action or proceeding. Contractor shall keep UTA informed of all developments in the defense of such actions.

5.1.2 If UTA is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Contractor shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Contractor cannot so procure such right within a reasonable time, Contractor shall promptly, at Contractor's expense, either: (i) modify the Work so as to avoid infringement of any such patent or copyright; or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

5.1.3 Sections 5.1.1 and 5.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright: (i) relating solely to a particular process or product of a particular manufacturer specified by UTA and not offered or recommended by Contractor to UTA; or (ii) arising from modifications to the Work by UTA or its agents after acceptance of the Work

5.2 Payment Claim Indemnification. Provided that UTA is not in breach of its contractual obligation to make payments to Contractor for the Work, Contractor shall indemnify, defend and hold harmless UTA from any claims or mechanic's liens brought against UTA or against the Project as a result of the failure of Contractor, its Subcontractors, or others for whose acts Contractor is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) Days of receiving written notice from UTA that such a claim or mechanic's lien has been filed, Contractor shall commence to take the steps necessary to discharge said claim or lien. If Contractor fails to do so, UTA will have the right to discharge the claim or lien and hold Contractor liable for costs and expenses incurred, including attorneys' fees.

5.3 Contractor's General Indemnification.

5.3.1 Contractor, to the fullest extent permitted by law, shall indemnify, hold harmless and defend UTA, its officers, trustees, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction resulting from or arising out of the negligent acts or omissions of Contractor, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

5.3.2 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 has a claim against UTA, its officers, directors, employees, or agents, Contractor's indemnity obligation set forth in Section 5.3.1 above will not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Contractor, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

5.3.3 UTA agrees to indemnify the contractor for damages or injury proximately caused by UTA or its employees or agents and must be subject to availability of funding.

5.4 **Risk of Loss.** Contractor bears all risk of loss to the Project, including materials and equipment not yet incorporated into the Project, until final payment is made by UTA.

ARTICLE 6

Time

6.1 **Obligation to Achieve the Contract Times.** Contractor shall commence performance of the Work and achieve the Contract Time(s) in accordance with the Contract Documents. The Contract Documents specify critical completion milestones with which Contractor must comply. All time and schedule requirements included within the Contract Documents are of the essence. By executing the Agreement, Contractor confirms that the completion milestones in the Contract Documents are reasonable for the performance of the Work. Unless otherwise excused by the terms of the Contract Documents, Contractor's failure to timely perform the Work in accordance with the completion milestones shall result in the assessment of liquidated damages (if, and to the extent, set forth in the Agreement) and (where no liquidated damages are provided under the Agreement or where the maximum liquidated damages available under the Agreement have been incurred) an event of default.

6.2 **Excusable Delays.** The Contract Time(s) for performance shall be equitably adjusted by Change Order to the extent that Contractor is actually and demonstrably delayed in the performance of the Work because of: (i) Differing Site Conditions (as provided in Section 3.2); (ii) Hazardous Materials (as provided in Section 3.1); (iii) Force Majeure Events (as defined in Section 1.3); (iv) changes in the Work directed by UTA (as provided in Section 7.2); (v) constructive changes (as provided in Section 7.3); (vi) changes in Legal Requirements (as provided in Section 2.3.3); (vii) a suspension without cause (as provided in Section 9.1); or (viii) UTA's unexcused delay in performing any UTA obligation specified in the Contract Documents in accordance with the completion milestones indicated in the approved schedule.

6.3 **Excusable and Compensable Delays.** In addition to Contractor's right to a time extension for those events set forth in Section 6.2 above, Contractor will also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price will not be adjusted for delays caused by Force Majeure Events.

ARTICLE 7
Changes

7.1 Change Orders.

7.1.1 Contractor shall not undertake any activity that materially changes the Work, or materially deviates from the requirements of the Contract Documents, except as authorized in this Article 7. Any costs incurred by Contractor without authorization as provided in this Article 7 will be considered non-compensable.

7.1.2 A Change Order is a written instrument, signed by UTA and Contractor, issued after execution of the Agreement, stating their agreement on a change in: (i) the scope of the Work; (ii) the Contract Price; and/or (iii) the Contract Time(s).

7.1.3 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. UTA and Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

7.2 UTA-Directed Changes. UTA may direct changes in the Work. Upon receipt of such direction, Contractor shall prepare an estimate of the cost and schedule impact of the change (if any). Upon agreement between UTA and Contractor on the scope of the change to the Work, and the adjustment, if any, to the Contract Price and/or Contract Times, UTA and Contractor shall execute a written Change Order.

7.3 Constructive Changes.

7.3.1 To the extent that Contractor: (i) receives a written or verbal direction or proceeding from UTA that Contractor believes to constitute a material change to the nature, character or schedule of the Work; and/or (ii) becomes aware of any circumstance or condition that expressly provides Contractor a right to a Change Order under the terms of the Contract Documents, then (in either case) Contractor shall deliver to UTA's Project Manager written notice (hereinafter a "Potential Change Notice") within ten (10) Days after Contractor becomes aware of (or should have reasonably become aware) the facts and circumstances which Contractor believes to give rise to a Change Order.

7.3.2 Contractor's failure to deliver a Potential Change Notice in a timely manner shall constitute a waiver of all of Contractor's rights to a Change Order.

7.3.3 In conjunction with the Potential Change Notice (or as soon as reasonably possible thereafter), Contractor shall submit to UTA all supporting information and documentation necessary for UTA to evaluate the contractual basis for the Potential Change Notice and to also evaluate the relief claimed by Contractor. Contractor shall promptly respond to all UTA inquiries about the Potential Change Notice and the supporting information and documentation.

7.3.4 To the extent UTA concludes that the Potential Change Notice demonstrates Contractor's entitlement to a Contract adjustment, and provided that the parties are able to

negotiate mutually agreeable adjustments to the Contract Documents, then UTA and Contractor shall execute a written Change Order.

7.4 Direction or Authorization to Proceed.

7.4.1 Prior to final agreement with respect to a Change Order, UTA may issue a Direction or Authorization to Proceed (“DAP”). A DAP is a written order unilaterally prepared and signed by UTA directing the Contractor to proceed with specified Work while Change Order negotiations or Claim resolution discussions continue. UTA may issue a DAP at any time, and Contractor shall undertake the Work as set forth in the DAP, and in accordance with the Contract Documents.

7.4.2 After issuance of a DAP, UTA and Contractor shall continue to negotiate in good faith to resolve outstanding issues expeditiously.

7.5 Requests for Information. UTA shall have the right, from time to time, to issue clarifications to the Work of a non-material nature at any time. Contractor shall have the corresponding right to seek clarification with respect to ambiguous or conflicting provisions of the Contract Documents. Such clarifications or conflicts shall be confirmed, implemented and documented through a Request for Information (“RFI”) process to be developed for the Project. The RFI process may also be used to document minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents.

7.6 Contract Price Adjustments.

7.6.1 The increase or decrease in Contract Price resulting from a change in the Work will be determined by one or more of the following methods:

7.6.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

7.6.1.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by UTA;

7.6.1.3 Costs, fees and any other markup rates set forth in the Agreement;
or

7.6.1.4 If an increase or decrease cannot be agreed to as set forth in items 7.6.1.1 through 7.6.1.3 above and UTA issues a DAP, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit rate, as may be set forth in the Agreement.

7.6.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to UTA or

Contractor because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

7.6.3 Negotiations over changes in the Contract Price will be conducted using an open-book cost-estimating process. UTA defines "open-book" to include all elements of Contractor's costs, including labor hours and rates, units and estimated quantities, unit prices, equipment estimates, material costs, and subcontractor costs. Contractor shall openly share its detailed cost estimate, material and subcontractor quotations and any other information used to compile its cost estimate.

7.7 Disputes Regarding Change Orders. If the parties are not able to agree as to whether a Change Order is warranted under the Contract Documents, or cannot agree upon the extent of relief to be granted under a Change Order after good faith negotiations, either party may refer the dispute to the Claim resolution provisions of Article 8. Pending resolution of such Claim, Contractor shall proceed with the Work as directed by UTA under a reservation of rights. UTA shall continue to pay any undisputed payments related to such Claim.

7.8 Emergencies. In any emergency affecting the safety of persons and/or property, Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 7.

ARTICLE 8 **Claims and Claim Resolution**

8.1 Claims.

8.1.1 "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 8. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

8.1.2 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.

8.2 Claim Resolution.

8.2.1 The parties shall attempt in good faith to resolve promptly through negotiation any Claim arising out of or relating to the Contract Documents. If a Claim should arise, UTA's Project Manager and Contractor's Project Manager will meet at least once to attempt to resolve the Claim. For such purpose, either may request the other to meet within seven (7) Days of the date the Claim is made, at a mutually agreed upon time and place.

8.2.2 If UTA's Project Manager and Contractor's Project Manager are not able to resolve the Claim within fourteen (14) Days after their first meeting (or such longer period of time as may

be mutually agreed upon), either party may request that UTA's Senior Representative and the Contractor's management representative ("Contractor's Management Representative") meet at least once to attempt to resolve the Claim.

8.2.3 If the Claim has not been resolved within sixty (60) Days of the date the Claim is made, either party may refer the Claim to non-binding mediation by sending a written mediation request to the other party. In the event that such a request is made, the Parties agree to participate in the mediation process. Non-binding mediation of claims or controversies under the Contract Documents shall be conducted by a professional mediator that is mutually acceptable to and agreed upon by both parties (the "Mediator"). The parties and the Mediator may join in the mediation any other party necessary for a mutually acceptable resolution of the Claim. The mediation procedure shall be determined by the Mediator in consultation with the parties. The fees and expenses of the Mediator shall be borne equally by the parties.

8.2.4 If the Claim is not resolved within thirty (30) days after the commencement of mediation, or if no mediation has been commenced within one hundred and twenty (120) days of the date the Claim is made, either party may commence litigation to resolve the Claim. The exclusive forum for any such litigation is the Third District Court in and for Salt Lake County, Utah.

ARTICLE 9 **Suspension and Termination**

9.1 UTA's Right to Stop Work.

9.1.1 UTA may, without cause and for its convenience, order Contractor in writing to stop and suspend the Work. Such suspension shall not exceed one hundred and twenty (120) consecutive Days or aggregate more than two hundred and forty (240) Days during the duration of the Project. In the event a suspension continues longer than the above-referenced periods, Contractor shall have the right to terminate the Agreement. Any such termination shall be considered to be a termination for convenience by UTA.

9.1.2 If a suspension is directed by UTA without cause, Contractor shall be entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of the Work by UTA.

9.1.3 In addition to its rights under Section 9.3, UTA shall have the right to order a suspension for cause if the Work at any time ceases to comply with the workmanship, safety, quality or other requirements of the Contract Documents or any Legal Requirements. Contractor shall not be entitled to seek an adjustment the Contract Price and/or Contract Time(s) with regard to any such suspension.

9.2 UTA's Right to Terminate for Convenience. Upon written notice to Contractor, UTA may, for its convenience and without cause, elect to terminate this Agreement. In such event, UTA shall pay Contractor for the following:

9.2.1 All Work satisfactorily completed or commenced and in process as of the effective date of termination;

9.2.2 The reasonable and demonstrable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors; and

9.2.3 The fair and reasonable sums for overhead and profit on the sum of items 9.2.1.1 and 9.2.1.2 above. UTA shall not be liable for anticipated profits, costs or overhead based upon Work not yet performed as of the date of termination.

9.3 UTA's Right to Terminate for Cause; Other Remedies for Default.

9.3.1 Subject to the cure provision of Section 9.3.2 below and other limitations set forth in these General Conditions, Contractor shall be in default of its obligations under the Contract Documents if Contractor: (i) fails to provide a sufficient number of skilled workers; (ii) fails to supply the materials required by the Contract Documents; (iii) fails to comply with applicable Legal Requirements; (iv) fails to timely pay its Subcontractors without proper cause; (v) makes a materially false or misleading representation or certification in conjunction with the Contract Documents; (vi) fails to prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted; (vii) fails to satisfy any guaranteed interim or completion milestone set forth in the Contract Documents; or (viii) fails to perform any other material obligations under the Contract Documents. In any such event, UTA (in addition to any other rights and remedies provided in the Contract Documents or by law) shall have the rights set forth in Sections 9.3.2 through 9.3.5 below.

9.3.2 Upon the occurrence of an event of default set forth in Section 9.3.1 above, UTA may provide written notice to Contractor that it intends to terminate the Agreement (in whole or in part) or pursue other available remedies unless the grounds for default are cured within ten (10) Days of Contractor's receipt of such notice. If Contractor fails to cure the grounds for default within such period, then UTA may declare the Agreement, or portions of the Agreement, terminated for default by providing written notice to Contractor of such declaration; provided, however, that to the extent that an item included is the notice of default and demand for cure is capable of cure, but not within the ten-Day cure period, then the Agreement shall not be terminated so long as Contractor commences actions to reasonably cure such breach within the 10-Day cure period and thereafter continuously and diligently proceeds with such curative actions until completion (such additional period not to exceed 45 Days). UTA may terminate the Agreement without opportunity to cure if the breach involves the Contractor's material failure to comply with any Legal Requirements pertaining to safety or environmental compliance.

9.3.3 Upon the continuance of a breach described in Section 9.3.1 for more than ten (10) Days following delivery of written notice to Contractor (and regardless of whether the Agreement, or any portion hereof, has been terminated as provided above), UTA shall be entitled to self-perform (through its own forces or through other contractors) the corrective action necessary to cure Contractor's event of default and deduct all costs so incurred from any amount then or thereafter due to Contractor.

9.3.4 Upon the continuance of a breach described in Section 9.3.1 for more than ten (10) Days following delivery of written notice to Contractor (and regardless of whether the Agreement, or any portion hereof, has been terminated as provided above), UTA shall be entitled to seek performance by any guarantor of Contractor's obligations hereunder or draw upon any surety or security provided for in the Contract Documents.

9.3.5 Upon declaring the Agreement terminated pursuant to Section 9.3.2 above, UTA may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Contractor hereby transfers, assigns and sets over to UTA for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Contractor shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by UTA in completing the Work, such excess shall be paid by UTA to Contractor. If UTA's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Contractor shall pay the difference to UTA. Such costs and expenses include not only the cost of completing the Work, but also losses, damages, costs and expenses, including attorneys' fees and expenses, incurred by UTA in connection with the procurement and defense of claims arising from Contractor's default.

9.3.6 All rights and remedies set forth in the Contract Documents are cumulative, and unless otherwise specifically provided in the Contract Documents are not exclusive of any other rights or remedies that may be available, whether provided by law, equity, statute, in any other agreement between the Parties or otherwise. Upon the occurrence of any such default, following the applicable process described in this Article, UTA shall be entitled to pursue any and all other rights and remedies, including without limitation damages, that UTA may have against Contractor under the Contract Documents or at law or in equity.

9.3.7 If UTA improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Section 9.2 above.

1.4 Bankruptcy of Contractor.

9.4.1 If Contractor institutes or has instituted against it a case under the United States Bankruptcy Code, such event may impair or frustrate the Contractor's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

1.4.1.1 Contractor, its trustee or other successor, shall furnish, upon request of UTA, adequate assurance of the ability of the Contractor to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) Days after receiving notice of the request; and

1.4.1.2 Contractor shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) Days of the institution of the bankruptcy filing and shall diligently prosecute such action. If Contractor fails to comply with its foregoing obligations, UTA shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to UTA under this Article 9.

9.4.2 The rights and remedies under Section 9.4.1 above shall not be deemed to limit the ability of UTA to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code.

ARTICLE 10 **Value Engineering**

10.1 Value Engineering Change Proposals.

10.1.1 A Value Engineering Change Proposal (“VECP”) is a proposal developed, prepared, and submitted to UTA by the Contractor, which reduces the cost of the Work without impairing essential functions or characteristics of the Project, as determined by UTA in its sole discretion. UTA encourages Contractor to submit VECPs whenever it identifies potential savings or improvements. UTA may also request the Contractor to develop and submit a specific VECP.

10.1.2 In determining whether a VECP will impair essential functions or characteristics of the Project, UTA may consider: (i) relative service life; (ii) maintenance effort and frequency; (iii) environmental and aesthetic impacts; (iv) system service; (v) effect of other system components; and (vi) other issues as UTA deems relevant. A VECP must not be based solely on a change in quantities.

10.1.3 Contractor must include the following information in any VECP:

10.1.3.1 A narrative description of the proposed change,

10.1.3.2 A discussion of differences between existing requirements and the proposed change, together with advantages and disadvantages of each changed item;

10.1.3.3 A complete cost analysis, including the cost estimate of any additional rights-of-way or easements required for implementation of the VECP;

10.1.3.4 Justification for changes in function or characteristics of each item and effect of the change on the performance on the end item;

10.1.3.5 A description of any previous use or testing of the proposed approach and the conditions and results. If the VECP was previously submitted on another UTA project, the Contractor shall indicate the date, contract number, and the action taken by UTA;

10.1.3.6 Costs of development and implementation; and

10.1.3.7 Any additional information requested by UTA, which must be provided in a timely manner.

10.2 Review and Approval of VECPs

10.2.1 Upon receipt of a VECP, UTA shall process it expeditiously, but will not be liable for any delay in acting upon any VECP. Contractor may withdraw all or part of any VECP at any time prior to approval by UTA, but shall, in any case, be liable for costs incurred by UTA in reviewing the withdrawn VECP, or part thereof. In all other situations, each party will bear its own costs in connection with preparation and review of VECPs.

10.2.2 UTA may approve in whole or in part any VECP submitted. The decision of UTA regarding rejection or approval of any VECP will be at the sole discretion of UTA and will be final and not subject to appeal. Contractor will have no claim for any additional costs or delays resulting from the rejection of a VECP, including development costs, loss of anticipated profits, or increased material or labor costs

10.3 **Cost Savings.** UTA will be the sole beneficiary of any cost savings realized from a VECP submitted during the design scope of the Agreement. Any savings resulting from an approved VECP submitted after the design has been released for construction will accrue to the benefit of UTA and Contractor on a 50/50 cost sharing basis.

10.4 **Ownership of VECPs.** All approved or disapproved VECPs will become the property of UTA and must contain no restrictions imposed by Contractor on their use or disclosure. UTA retains the right to use, duplicate, and disclose, in whole or in part, any data necessary for the utilization of the VECP on any other projects without any obligation to Contractor. This provision is not intended to deny rights provided by law with respect to patented materials or processes.

ARTICLE 11 Health Insurance

11.1 Insurance Coverage for Employees.

11.1.1 If the Contract Price is \$2,000,000 or more, Contractor shall, prior to the effective date of the Agreement, 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 the Contract.

11.2.1 If the Contractor enters into any subcontracts under the Contract Documents in an amount of \$1,000,000 or more, then Contractor shall also demonstrate to UTA that such subcontractor(s) have and will maintain an offer of qualified health insurance coverage for the subcontractor's employees and the employee's dependents during the duration of the subcontract

ARTICLE 12 Miscellaneous

12.1 Confidential Information. “Confidential Information” means information that is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies in writing as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. To the extent permitted by law (including specifically UCA Title 63G Chapter 2), the receiving party shall maintain the confidentiality of the Confidential Information and shall use the Confidential Information solely in connection with the Project. The parties agree that the Agreement itself (including all incorporated Contract Documents) does not constitute Confidential Information.

12.2 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 or the proceeds under the Contract Documents without specific written authorization by UTA.

12.3 Assignment. Contractor acknowledges that the Work to be performed by Contractor is considered personal by UTA. Contractor shall not assign or transfer its interest in the Contract Documents without prior written approval by UTA.

12.4 Successors. Contractor and UTA intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and permitted assigns.

12.5 Governing Law. The Agreement and all Contract Documents are governed by the laws of the State of Utah, without giving effect to its conflict of law principles. Actions to enforce the terms of this Agreement may only be brought in the Third District Court for Salt Lake County, Utah.

12.6 Severability. If any provision or any part of a provision of the Contract Documents is finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

12.7 No Waiver. The failure of either Contractor or UTA to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

12.8 Headings. The headings used in these General Conditions, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

12.9 Amendments. The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

Exhibit D to Construction Services Amendment Utah Transit Authority Project Minimum Insurance Requirements

Contractor shall procure and maintain for the duration of the contract, and for 6 years thereafter as respects the Completed Operations coverage in Commercial General Liability and/or as set forth below as respects Claims Made Policies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, or employees. Contractor will undertake that similar provisions are included in any subcontractor contract in connection with the Work as set forth below in the paragraph titled "Subcontractors".

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Commercial general liability ("CGL") insurance for all operations in a form providing coverage not less than that of standard commercial general liability insurance under ISO form CG 00 01. The CGL insurance shall be on an occurrence form and cover all operations of the contractor and its subcontractors, including independent contractors. The CGL insurance shall, at a minimum, provide coverage for bodily injury, products and completed operations coverage, contractual liability and personal injury liability with limits not less than:
 - a. \$10 million per occurrence for bodily injury and property damage.
 - b. \$10 million per occurrence for products/completed operation coverage.
 - c. \$2 million per occurrence for personal and advertising injury and contractual liability.The CGL insurance shall not have any coverages that delete or deny coverage including, but not limited to, ISO Form 2294.
2. **Automobile Liability:** Automobile liability insurance covering bodily injury and property liability exposures relating to all owned, hired or non-owned autos used in conjunction with the contract work. Such insurance shall have a combined single limit of not less than \$5 Million.
3. **Workers' Compensation:** Worker's compensation insurance as required by the State of Utah, with statutory limits, and employers' liability insurance with a limit of no less than \$500,000 each accident, \$500,000 disease-policy limit and \$500,000 disease-each employee.
4. **Builder's Risk:** Builder's risk (course of construction) insurance, covering the risk of loss for any damage or loss to the building or structure by any means or occurrence until the final completion of the contract work. Coverage shall utilize an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. The coverage shall include mechanical breakdown (cold testing), property in transit, property at temporary storage locations, earthquake damage and flood damage insuring the interests of UTA, SLCD and their respective subcontractors of any tier providing equipment, materials or services for the project.
5. **Professional Liability:** Professional liability insurance with limits no less than \$5 million per occurrence or claim, and \$1,000,000.
6. **Pollution Legal Liability:** Contractor's pollution legal liability and/or asbestos legal liability and/or errors and omissions (if project involves environmental hazards) with limits no less than \$2,000,000 per occurrence or claim, and \$4,000,000 policy aggregate.

If the contractor maintains higher limits than the minimums shown above, UTA requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to UTA.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions under any of Contractor's insurance required herein will inure solely to the financial responsibility of Contractor. UTA will not be obligated to pay for, reimburse, or in any other means supply funds to meet Contractors deductible or self-insured retention obligations.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Excepting the worker's compensation and professional liability policies, UTA and their respective officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the contractor. Such General liability additional insured coverage can be provided in the form of an endorsement to the contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 forms).
2. For any claims covered under insurance required herein and contained within Contractors obligations under this agreement, related to this project, the contractor's insurance coverage shall be primary insurance as respects UTA, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by UTA, its officers, officials, employees, or volunteers shall be excess of the contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with 30-days prior notice to UTA.
4. As respects insurance required in 1. Commercial General Liability and 2. Automobile Liability above, Contractor may use any combination of primary coverage and Excess and/or Umbrella Liability to comply with the limits of liability required herein.
5. The minimum insurance requirements for Contractor and subcontractors shall not in any way be construed as a maximum limitation on Contractor's liability or indemnity obligations under the contract.
- 6.

Builder's Risk (Course of Construction) Insurance

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name UTA as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of UTA, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired,

broken, or destroyed during the performance of the Work, including during transit, installation, and testing at UTA's site.

Claims Made Policies

If any coverage must be written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective or start of work date, the contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to UTA for review.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A-: VII, unless otherwise acceptable to UTA.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of contractor may acquire from contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of UTA for all work performed by the contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish UTA with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by UTA before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the contractor's obligation to provide them.

Subcontractors

Contractor shall require subcontractors to maintain insurance policies that are appropriate for their respective subcontracted scope, but which shall in all events meet the following minimum requirements: (i) commercial general liability with limits no less than \$2 million per occurrence; (ii) auto liability insurance with a combined single limit of no less than \$1 million; (iii) workers' compensation meeting statutory requirements; (iv) employers' liability of no less than \$500,000; (v) professional liability (if applicable to the scope to be performed by the subcontractor) of no less than \$2 million. Contractor shall ensure that Utah Transit Authority is an additional insured on insurance policies required from subcontractors. For commercial general liability coverage, subcontractors shall provide

coverage with an additional insured form at least as broad as CG 20 38 04 13. Contractor may adopt a Contractor Controlled Insurance Program to meet this requirement. Contractor shall remain liable for all claims, lawsuits, losses and expenses that exceed such limits and for all uninsured claims and losses.

Special Risks or Circumstances

UTA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

**Exhibit E to Construction Services Amendment
Davis-Bacon Wage Rates**

[Latest To Be Inserted At Contract Execution]

General Decision Number: UT190085 01/25/2019 UT85

Superseded General Decision Number: UT20180106

State: Utah

Construction Type: Building

County: Salt Lake County in Utah.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January

1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	01/18/2019
2	01/25/2019

<u>CARP0801-002 07/01/2018</u>	<u>Rates</u>	<u>Fringes</u>
CARPENTER (Drywall Hanging and Metal Stud Installation Only).....	\$ 26.00	12.32

* ELEC0354-001 01/01/2019	Rates	Fringes
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 25.01	1.5%+11.25
ELECTRICIAN.....	\$ 32.74	1.3%+12.26

ELEV0038-003 01/01/2019	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 44.10	33.705+a+b

FOOTNOTE:

a: Vacation Pay: 8% with 5 or more years based on regular hourly rate for all hours worked, 6% under 5 years based on regular hourly rate for all hours worked. b: Paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Friday after Thanksgiving and Christmas Day

----- PAIN0077-003 01/01/2013 DRYWALL FINISHER/TAPER.....	Rates \$ 19.50	Fringes 6.28
----- PAIN0077-004 08/01/2013 PAINTER (Brush, Roller, and Spray, excluding Drywall/Finisher and Taper)	Rates \$ 18.25	Fringes 6.65
----- PLUM0140-001 08/01/2017 PLUMBER/PIPEFITTER.....	Rates \$ 33.35	Fringes 13.93
----- SFUT0669-003 04/01/2017 SPRINKLER FITTER (Fire Sprinklers).....	Rates \$ 33.14	Fringes 15.84
----- SHEE0312-002 07/01/2017 SHEET METAL WORKER (Including HVAC Duct Installation).....	Rates \$ 33.36	Fringes 11.36
----- SUUT2012-017 07/29/2014	Rates	Fringes
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 21.25	2.15
CARPENTER (Form Work Only).....	\$ 16.93	1.93
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 20.66	7.47
CEMENT MASON/CONCRETE FINISHER...	\$ 15.00	0.00
IRONWORKER, STRUCTURAL.....	\$ 20.21	3.22
LABORER: Common or General.....	\$ 13.84	0.00
LABORER: Mason Tender - Brick...	\$ 16.38	1.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 14.94	0.00
LABORER: Pipelayer.....	\$ 13.57	0.00
LABORER: Landscape and Irrigation.....	\$ 9.50	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.48	0.00
OPERATOR: Loader.....	\$ 19.34	0.00
PLASTERER.....	\$ 18.36	0.00
ROOFER.....	\$ 13.22	0.00
TILE FINISHER.....	\$ 13.54	0.00
TILE SETTER.....	\$ 23.50	0.00
TRUCK DRIVER: Dump Truck.....	\$ 15.50	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: AVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION