

**CONSTRUCTION AND DESIGN SERVICES AMENDMENT
S-LINE EXTENSION (PDB)**

PHASE 2 FINAL DESIGN AND CONSTRUCTION CONTRACT

This Phase 2 Final Design and Construction Services Amendment (“**Amendment**”) is between Utah Transit Authority, a public transit district organized under the laws of the State of Utah (“**UTA**”), and KIEWIT INFRASTRUCTURE WEST CO, LOCATED AT 10150 Centennial Pkwy, Suite 200, Sandy, UT 84070, a Corporation (“**Design- Builder**”).

RECITALS

UTA is Constructing an extension of the S-line streetcar between Fairmont Station and Highland Drive in the Sugarhouse Neighborhood of Salt Lake City, Utah.

A) S-Line Extension (the “**Project**”).

B) Pursuant to Request for Proposals No. 24-03849, UTA and Design-Builder entered into the Agreement – Phase 1 Pre-Construction Services, dated September 25, 2024 (the “**Phase 1 Agreement**”).

C) Pursuant to the Phase 1 Agreement, UTA and Design-Builder have negotiated and agreed on the Price Proposal, schedule, and scope of work for the construction services for the Project, and desire to amend the Phase 1 Agreement in order to include that scope, schedule, and price. Hereafter, the term “**Agreement**” refers collectively to the Phase 1 Agreement and this Amendment.

AGREEMENT

Therefore, the parties agree as follows:

1. Scope of Work. Design-Builder 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. This excludes work completed under change orders 2 and 4.

2. Schedule. (a) Design-Builder shall commence the Work (which, for purposes of this Section, shall not include the Phase 1 Work) within seven (7) days of Design-Builder’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 Design-Builder for any portion of the Work not encompassed by an NTP issued by UTA.

(c) The Design-Builder shall achieve Substantial Completion of the entire Work no later than July 16th, 2027 (the “**Substantial Completion Date**”). 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 Design-Builder shall achieve Revenue Readiness of the Work no later than August 13th, 2027 (the “**Revenue Operations Date**”). 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 Design-Builder shall achieve Final Completion of the Work as expeditiously as reasonably practicable, but in no event later than August 13th, 2027 (the “**Final Completion Date**”). 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.

(g) Design-Builder acknowledges that if Substantial Completion is not attained by the Guaranteed Substantial Completion Date, UTA will suffer damages that are difficult to measure and determine with precision. If Substantial Completion is not attained by the Guaranteed Substantial Completion Date, Design-Builder shall pay UTA \$1,000 as liquidated damages for each day that Substantial Completion extends beyond the Substantial Completion Date.

3. Price and Payment. (a) As full compensation for completing the Work in accordance with the Contract Documents, UTA shall pay to the Design-Builder the price of \$ 23,866,561 (the “**Contract Price**”), as more particularly set forth on the Schedule of Values, attached as Exhibit A. 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. The above Contract Price will be modified according to the actual authorized work performed, as measured by the Schedule of Values.

(b) For purposes of calculating changes in the Contract Price pursuant to Section 7.6 of the General Conditions, Design-Builder will be entitled to the audited G&A rate of 9.451 % and a profit of 8.50 %.

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 specifically including the General Conditions;
- (3) All written amendments and Change Orders to the Phase 1 Agreement, executed in accordance with the Phase 1 Agreement;
- (4) The Phase 1 Agreement, including its exhibits;
- (5) The Design-Builder’s Proposal in response to the RFP;
- (6) 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 Design-Builder, 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) Design-Builder 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 Design-Builder becomes aware of a Discrepancy, the Design-Builder shall immediately notify UTA’s Project Manager of that Discrepancy in writing. UTA’s Project Manager shall promptly resolve the Discrepancy in writing. Design-Builder’s failure to promptly notify UTA of an apparent discrepancy will be deemed a waiver of Design-Builder’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 Design-Builder 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 Ethan Ray as its Project Manager, and Greg Thorpe as its Senior Representative. UTA’s Contract Administrator for this Agreement is Vicki Woodward. Questions or correspondence regarding the contractual aspects of this Agreement should be directed to Ms. Woodward, at the address set forth in section 9

(b) Design-Builder designates Chris Geiger
Jeff Finochiaro as its Senior Representative.

as its Project Manager, and

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

- (1) Project Manager – Chris Geiger
- (2) Construction Manager – Adam Knoll
- (3) Systems Manager – Jessica Yoh
- (4) Quality Manager – Mark Megeath

(b) This Agreement was awarded based on Design-Builder’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. Design-Builder 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 Design-Builder’s Proposal.

7. Bonds and Insurance. (a) Design-Builder shall obtain and maintain the insurance coverages set forth in Exhibit B, and comply with the obligations set forth in Exhibit B.

(b) The Design-Builder 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. Design-Builder 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 Design-Builder to replace the performance bond with a warranty bond in an amount and in a form acceptable to UTA

8. 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: Vicki Woodward
669 West 200 South
Salt Lake City, UT 84101

With a required copy to:

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

If to the Design-Builder:

With a required copy to:

(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.

(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.

9. 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.

10. 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).

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

UTAH TRANSIT AUTHORITY

By: _____
Name: _____
Title: _____

Date: _____

By: _____
Name: _____
Title: _____

Date: _____

By: _____
Name: _____
Title: _____

Date: _____

Approved as to Legal Form:

By: _____
Utah Transit Authority
Legal Counsel

KIEWIT INFRASTRUCTURE WEST CO

By: _____ Date: _____
Name: _____
Title: _____

Design-Builder's Federal ID Number: _____

Exhibit A Schedule of Values

	DESCRIPTION	QTY	UOM	TOTAL
	ALT 90% OPCC - DIRECT COST - SUBTOTAL	1.0	LS	14,081,639
10	10 GUIDEWAY & TRACK ELEMENTS	1.0	LS	2,632,742
10.03	10.03 GUIDEWAY: AT-GRADE IN MIXED TRAFFIC - SUBTOTAL	1.0	LS	316,092
10.03.01	10.03.01 GUIDEWAY DEMO - SUBTOTAL	1.0	LS	\$ 58,123
10.03.01.010	Demo Existing AC Pavement Full Depth - Guideway	2,273.0	SY	\$ 31,443
10.03.01.025	Demo Existing PCC Pavement - Guideway	39.0	SY	\$ 1,327
10.03.01.040	Demo Existing Track	46.0	TF	\$ 20,666
10.03.01.050	Demo Exist OCS Foundations	2.0	EA	\$ 4,688
10.03.02	10.03.02 GUIDEWAY CIVIL - SUBTOTAL	1.0	LS	180,264
10.03.02.010	Guideway/Roadway Excavation - Mainline	2,387.0	CY	\$ 98,296
10.03.02.030	Subgrade - Mainline	4,032.0	SY	\$ 36,067
10.03.02.050	Guideway Aggregate Base Course - Mainline	971.0	SY	\$ 45,902
10.03.03	10.03.03 GUIDEWAY DRAINAGE - SUBTOTAL	1.0	LS	77,704
10.03.03.010	Guideway Drainage (Track Drains & Signal Box Drains)	19.0	EA	\$ 77,704
10.10	10.10 TRACK: EMBEDDED - SUBTOTAL	2,245.0	TF	1,600,266
10.10.01	10.10.01 INSTALL EMBEDDED TRACK - TAN: - SUBTOTAL	878.0	TF	511,746
10.10.01.010	Install Rail - Embedded Track - Tan	878.0	TF	\$ 86,894
10.10.01.015	FPS Concrete - Embedded Track - Tan	293.0	CY	\$ 215,019
10.10.01.025	Buy Track Materials - Embedded Track - Tan	878.0	TF	\$ 162,341
10.10.01.045	Emb Track Slab - Furnish & Install Rebar - Embedded Track - Tan	8.4	TN	\$ 27,911
10.10.01.050	Rail Welding - Embedded Track - Tan	16.0	EA	\$ 19,581
10.10.02	10.10.02 INSTALL EMBEDDED TRACK- INTERSECTION: - SUBTOTAL	93.0	TF	70,530
10.10.02.010	Install Rail - Embedded Track - Intersection	93.0	TF	\$ 13,868
10.10.02.015	FPS Concrete - Embedded Track - Intersection	31.0	CY	\$ 34,324
10.10.02.025	Buy Track Materials - Embedded Track - Intersection	93.0	TF	\$ 14,525
10.10.02.045	Emb Track Slab- Furnish & Instal Rebar - Embedded Track - Intersection	0.9	TN	\$ 2,924
10.10.02.050	Rail Welding - Embedded Track - Intersection	6.0	EA	\$ 4,890
10.10.12	10.10.12 INSTALL EMBEDDED TRACK- PRE-CURVE TRACK: - SUBTOTAL	1,274.0	TF	807,470
10.10.12.010	Install Rail - Embedded Track - Pre-Curve	1,274.0	TF	\$ 198,612
10.10.12.020	FPS Concrete - Embedded Track - Pre-Curve	413.0	CY	\$ 226,427
10.10.12.030	Buy Track Materials - Embedded Track - Pre-Curve	1,274.0	TF	\$ 224,850
10.10.12.050	Furnish & Install Rebar - Emb Track Slab - Pre-Curve	12.1	TN	\$ 40,219
10.10.12.055	Rail Welding - Embedded Track - Pre-Curve	96.0	EA	\$ 117,362
10.10.14	10.10.14 INSTALL CONCRETE INFILL - SUBTOTAL	294.0	CY	210,520
10.10.14.010	Place Concrete Infill	294.0	CY	\$ 210,520
10.12	10.12 SPECIAL TRACK - SUBTOTAL	2,245.0	TF	716,384
10.12.10	10.12.10 SPECIAL TRACK - SUBTOTAL	1.0	EA	716,384
10.12.10.010	No 6 DF - Double Crossover	1.0	EA	\$ 544,331
10.12.10.020	Track Lubricators	4.0	EA	\$ 164,448
10.12.10.030	Remove, Salvage, and Install Bumping Post	2.0	EA	\$ 7,605
20.	20 STATIONS, STOPS, TERMINALS, INTERMODAL - SUBTOTAL	1.0	EA	1,403,325
20.01	20.01 AT-GRADE STATION, STOP, SHELTER, MALL, TERMINAL, PLATFORM	1.0	EA	1,403,325
20.01.01	20.01.01 AT-GRADE STATION PLATFORMS - SUBTOTAL	1.0	EA	32,373
20.01.01.010	Structural Excavation and Backfill	153.0	CY	\$ 2,810
20.01.01.015	Structural Backfill Aggregates	178.0	CY	\$ 29,563
20.01.02	20.01.02 STATION - CONCRETE - SUBTOTAL	76.0	CY	697,716
20.01.02.005	Platform Footings & Stem Walls	21.0	CY	\$ 69,447
20.01.02.015	Platform Slab & Ramps	47.0	CY	\$ 126,129
20.01.02.025	Canopy Foundation - 2 EA @ 30" drilled x 10' depth	4.0	CY	\$ 7,684
20.01.02.030	PCC Equipment Pad	4.0	CY	\$ 11,486
20.01.02.040	Station - Structural Steel, Canopies, & Furnishings	1.0	LS	\$ 79,812
20.01.02.045	Platform Snow Melt System	1.0	EA	\$ 166,512
20.01.02.050	Station Comm - CCTV' s, DMS, Phone - MEC	1.0	LS	\$ 7,027
20.01.02.055	Stations Electrical and Lighting - CIVIL	180.0	CY	\$ 88,045
20.01.02.060	Platform Electrical and Lighting - MEC	1.0	LS	\$ 141,575
20.01.03	20.01.03 STATION - RETAINING WALLS - SUBTOTAL	265.0	CY	673,236
20.01.03.010	Retaining Wall Structural Excavation	1,539.0	CY	\$ 28,187
20.01.03.020	Retaining Wall Structural Backfill	948.0	CY	\$ 75,768
20.01.03.030	Retaining Wall Footings	151.0	CY	\$ 99,368
20.01.03.040	Retaining Wall - 2 Sided Wall	114.0	CY	\$ 256,518
20.01.03.050	Retaining Wall - Handrails - Retaining Walls + Platform Ramp	501.0	LF	\$ 213,395
40.	40 SITEWORK & SPECIAL CONDITIONS - SUBTOTAL	1.0	LS	2,876,634
40.01	40.01 DEMOLITION, CLEARING, EARTHWORK - SUBTOTAL			3,939,912
40.01.01	40.01.01 DEMOLITION, CLEARING, EARTHWORK - SUBTOTAL	1.0	LS	205,668
40.01.01.005	Demo Existing AC Pavement	5,835.0	SY	\$ 70,652
40.01.01.020	Demo Concrete Sidewalk, Ped Ramps & Driveways	1,060.0	SY	\$ 23,846
40.01.01.030	Demo Concrete Curb and Gutter	2,124.0	LF	\$ 25,244
40.01.01.092	Remove Existing Drain Plate and Fill with Concrete	1.0	LS	\$ 2,869
40.01.01.035	Remove Trees	11.0	EA	\$ 5,686

	DESCRIPTION	QTY	UOM	TOTAL
40.01.01.075	Planter Removal (incl small veg/irrigation)	5,984.0	SF	\$ 17,654
40.01.01.040	Remove Brick Pavers	140.0	SY	\$ 1,883
40.01.01.045	Remove/Salvage Traffic Signals - Civil Anchor Bolts Down (Traffic & Pedestrian)	1.0	EA	\$ 2,196
40.01.01.050	Remove/Salvage Light Poles - Civil Anchor Bolts Down	4.0	EA	\$ 1,907
40.01.01.055	Remove/Relocate Existing Decorative Lights	9.0	EA	\$ 4,804
40.01.01.065	Roadway Subgrade	3,289.0	SY	\$ 48,928
40.01.02	40.01.02 CRA Demolition	1.0	LS	1,027,639
40.01.02.01	CRA Basement Embankment	3,440.0	CY	\$ 70,282
40.01.02.02	CRA Building Demo	1.0	LS	\$ 252,732
40.01.02.03.01	CRA Utility Removals	1.0	LS	\$ 72,414
40.01.02.03.050	RMP/Comcast/MCI Relocations	1.0	LS	\$ 361,162
40.01.02.03.060	Simpson Ave Replacement Street Lighting	6.0	EA	\$ 185,204
40.01.02.03.070	Fiber Box Relocate	4.0	EA	\$ 85,845
40.02	40.02 Site Utilities, Utility Relocation			964,689
40.02.01	40.02.01 WATER - SUBTOTAL	1.0	LS	409,389
40.02.01.010	Remove/Abandon Waterline, Valves & Fire Hydrants	761.0	LF	\$ 34,702
40.02.01.030	E/L/B 12" Water Main W/ 18" Steel Casing	310.0	LF	\$ 209,249
40.02.01.040	Install Casing on Existing Waterline at Highland Intersection	85.0	LF	\$ 77,015
40.02.01.041	E/L/B 6" DIP Waterline	131.0	LF	\$ 23,185
40.02.01.045	Water Services	93.0	LF	\$ 36,794
40.02.01.055	Install Fire Hydrants	2.0	EA	\$ 25,470
40.02.01.065	Install Freezeless Hose Bib/Post Hydrant - Platform	1.0	EA	\$ 2,974
40.02.71	40.02.71 STORM DRAIN - SUBTOTAL	1.0	LS	420,787
40.02.71.011	Remove Existing CMP Storm Drain	110.0	LF	\$ 11,659
40.02.71.012	Remove Existing RCP Storm Drain	243.0	LF	\$ 39,448
40.02.71.020	Remove Existing Storm Inlet/Manhole	5.0	EA	\$ 6,276
40.02.71.030	E/L/B 12" RCP Storm Drain	205.0	LF	\$ 76,223
40.02.71.040	E/L/B 12" HP Storm Drain	178.0	LF	\$ 64,827
40.02.71.043	E/L/B 6" PVC Storm Drain	14.0	LF	\$ 2,628
40.02.71.044	E/L/B 8" PVC Storm Drain	483.0	LF	\$ 85,285
40.02.71.045	E/L/B 12" PVC Storm Drain	245.0	LF	\$ 70,780
40.02.71.050	Construct New Storm Drain Inlet	13.0	EA	\$ 63,661
40.02.72	Sewer	1.0	LS	51,361
40.02.72.010	E/L/B 8" HDPE Sewer By-Pass Line	95.0	LF	\$ 51,361
40.02.80	Gas	1.0	LS	3,405
40.02.80.010	Abandon Gas Line	283.0	LF	\$ 3,405
40.02.90	40.02.90 POTHOLING - UTILITY VERIFICATION - SUBTOTAL	1.0	LS	79,746
40.02.90.010	Potholing All Utilities	76.0	EA	\$ 79,746
40.06	40.06 PEDESTRIAN/BIKE ACCESS AND ACCOMODATION, LANDSCAPING - SUBTOTAL	1.0	LS	158,327
40.06.10	40.06.10 CONCRETE FLATWORK - SUBTOTAL	1.0	LS	158,327
40.06.10.010	Concrete Sidewalk	8,352.0	SF	\$ 125,229
40.06.10.020	Concrete Ped Ramps & Detectable Warning Strips	584.0	SF	\$ 33,098
40.07	40.07 AUTOMOBILE, BUS, VAN, ACCESSWAYS INCLUDING ROADS, PARKING LOTS - SUBTOTAL	1.0	LS	520,311
40.07.01	40.07.01 CURB AND GUTTER, DRIVEWAYS - SUBTOTAL	1.0	LS	129,822
40.07.01.010	New Curb and Gutter	2,545.0	LF	\$ 129,822
40.07.21	40.07.21 PAVEMENT - SUBTOTAL	1.0	LS	355,374
40.07.21.020	Roadway Aggregate Base Course	4,629.0	SY	\$ 85,307
40.07.21.040	Asphalt Pavement	4,629.0	SY	\$ 202,278
40.07.21.060	Install Bollards	166.0	EA	\$ 49,189
40.07.21.065	Fencing	51.0	LF	\$ 5,800
40.07.21.070	Pavement Collars & height adjustments	16.0	EA	\$ 12,800
40.07.30	40.07.30 PAVEMENT MARKINGS - SUBTOTAL	1.0	LS	35,115
40.07.30.010	Install Pavement Markings	1.0	LS	\$ 27,420
40.07.30.060	Furnish/Install Traffic Signs	16.0	EA	\$ 7,694
50.	50 SYSTEMS - SUBTOTAL	1.0	LS	7,168,938
50.01	50.01 TRAIN CONTROL AND SIGNALS - SUBTOTAL	1.0	LS	1,050,831
50.01.10.001	Train Control Duct Bank - CIVIL	335.0	CY	\$ 125,889
50.01.10.040	Buy Wheel Counters & Spare Parts	10.0	EA	\$ 43,360
50.01.10.055	Labor and Equipment to Install Devices	1.0	LS	\$ 122,916
50.01.10.060	Labor and Equipment to Pull Cable	11,656.0	LF	\$ 158,858
50.01.10.065	Labor and Equipment for Testing	1.0	LS	\$ 167,784
50.01.10.075	O&M Manuals and Training (axle counters only)	1.0	LS	\$ 171,287
50.01.10.080	Install Train Control Conduits (5% Added) - Local Conduit Only	3,373.0	LF	\$ 107,836
50.01.10.085	Install Train Control Handholes - JB's and RAB's	68.0	EA	\$ 88,339
50.01.10.090	Buy RAB's & Junction Box (Swtich Machine, Switch Htrs)	68.0	EA	\$ 64,563
50.02	50.02 TRAFFIC SIGNALS AND CROSSING PROTECTION - SUBTOTAL	1.0	LS	1,209,490
50.02.10.019	RMP Power Drops	3.0	EA	\$ 12,446
50.02.10.020	Traffic Signals Complete	3.0	EA	\$ 1,197,044
50.04	50.04 OCS SYSTEM - SUBTOTAL	1.0	LS	1,253,732
50.04.10.010	OCS Drilled Shaft Foundations	29.0	EA	\$ 359,992

	DESCRIPTION	QTY	UOM	TOTAL
50.04.10.025	Buy OCS Permanent Materials	1.0	LS	\$ 172,697
50.04.10.100	OCS Labor & Equipment (Supports)	1.0	LS	\$ 299,811
50.04.10.105	OCS Labor & Equipment (Wire)	3,486.0	LF	\$ 367,343
50.04.10.110	OCS Labor & Equipment (Testing)	1.0	LS	\$ 53,890
50.05	50.05 COMMUNICATIONS - SUBTOTAL	1.0	LS	755,212
50.05.10.010	Communications Civil	481.0	CY	\$ 191,876
50.05.10.015	Buy Fiber Backbone/Station Comm Cabinet	3,886.0	LF	\$ 19,130
50.05.10.035	Labor & Equipment Install Fiber	3,701.0	LF	\$ 30,897
50.05.10.040	Labor & Equipment Fiber Terminations	144.0	EA	\$ 38,119
50.05.10.065	Perform COM Testing	1.0	LS	\$ 20,000
50.05.10.070	Install Com Pull Boxes (Includes stations boxes)	7.0	EA	\$ 110,332
50.05.10.080	Install Com Conduit - System Wide Electrical Mainline Backbone	13,205.0	LF	\$ 327,054
50.05.10.090	Install Com Innerduct - For Fiber Backbone	3,164.0	LF	\$ 17,804
50.07	50.07 SYSTEMS TESTING & COMMISSIONING - SUBTOTAL	1.0	LS	49,293
50.07.01.010	Systems Testing and Commissioning - Integration Testing	1.0	LS	\$ 49,293
50.08	50.08 SYSTEM INDIRECTS - SUBTOTAL	1.0	LS	2,850,379
50.08.01.010	Systems Indirects	16.0	MTH	\$ 2,850,379
58.08.01.020	Mobilization	1.0	LS	\$ 988,621

	ALT 90% OPCC - UTA S-LINE INDIRECT COST - SUBTOTAL	1.0	LS	5,595,321
40.08	40.08 DIRECT SUPPORT COSTS - SUBTOTAL	1.0	LS	5,595,321
40.08.08	40.08.08 COMMERCIAL COST (Bonds, Insurance, permits, Taxes & Fees) - SUBTOTAL	1.0	LS	164,759
40.08.09	40.08.09 JOB RELATED OVERHEAD - SUBTOTAL	12.0	MTH	1,215,069
40.08.10	40.08.10 OPERATIONAL SUPPORT (Safety, Quality & Survey) - SUBTOTAL	12.0	MTH	801,449
40.08.11	40.08.11 MOBILIZATION - SUBTOTAL	1.0	LS	1,955,777
40.08.13	40.08.13 CONTRACTOR CONTINGENCY - SUBTOTAL	1.0	LS	663,201
40.08.14	40.08.14 POST DESIGN ENGINEERING - SUBTOTAL	1.0	LS	235,194
40.08.40	40.08.40 TRAFFIC CONTROL - SUBTOTAL	39.0	WK	278,477
40.08.50	40.08.50 DUST CONTROL AND SWPPP - SUBTOTAL	39.0	WK	281,394

99.00	FEE - SUBTOTAL	1.0	LS	\$ 3,200,979
99.01.05	G&A	1.0	LS	\$ 1,340,354
99.01.10	CMAR Fee	1.0	LS	\$ 1,860,625

	90% OPCC - UTA S-LINE - PROJECT TOTAL	1.0	LS	23,866,561
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**Exhibit B to Phase 2 Final Design and Construction Services Amendment
Design and Construction General Conditions**

**ARTICLE 1
General**

1.1 **Cooperation.** UTA and Design-Builder 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.** Design-Builder shall perform the Work in a good and workmanlike manner, and shall use reasonable skill, care, and diligence. If the Work includes professional services, Design-Builder 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 Design-Builder 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 Design-Builder, 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.

“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.

“Design-Builder” means the entity that has entered into a contract with UTA to perform construction and other services as detailed in the Contract Documents. The Design-Builder may be referred to as a Design-Builder, PDB , or general contractor.

“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 Design-Builder’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.

“Price Proposal” is the Design-Builder's submission during the pre-construction phase which contains its open-book cost estimate, scope of work for the project, schedule, and all other backup documentation to support the price proposed to construct the project.

“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 Design-Builder 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 Design-Builder or any other Subcontractor to perform a portion of Design-Builder’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 Design-Builder, including furnishing of all services and/or equipment (including obtaining all applicable licenses and permits to be acquired by Design-Builder) in accordance with the Contract Documents.

ARTICLE 2 **Design-Builder’s Services**

2.1 General Services.

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

2.1.2 Design-Builder 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 Design-Builder’s ability to complete the Work for the Contract Price and within the Contract Time(s).

2.1.3 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, Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

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

2.2.1 Design-Builder 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 Design-Builder to complete the Work consistent with the Contract Documents. Design-Builder shall ensure that design services are performed by qualified, licensed design professionals employed by Design-Builder, or by qualified, independent licensed design consultants procured by Design-Builder.

2.2.2 Design-Builder 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, Design-Builder and UTA shall meet and confer about the submissions, with Design-Builder 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 Design-Builder 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.

2.2.3 To the extent not prohibited by the Contract Documents or Legal Requirements, and with the approval of UTA, Design-Builder 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.

2.2.4 Design-Builder 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. Design-Builder shall submit one set of approved Construction Documents to UTA prior to commencement of construction.

2.2.5 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 Design-Builder from its obligations to comply with the Contract Documents; (ii) relieve Design-Builder from its obligations with respect to the accuracy of the design submittals; or (iii) transfer any design liability from Design-Builder to UTA.

2.2.6 Upon completion of the Work, and as a condition to receiving final payment pursuant to Section 4.7, Design-Builder 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.

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

2.2.8 Once UTA has made a corresponding payment for the Work required for Design-Builder to prepare any Work Product, Design-Builder 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.

2.3 Government Approvals, Permits, and Legal Requirements.

2.3.1 Except where the Contract Documents expressly state that UTA will be responsible for a specific entitlement, Design-Builder 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. Design-Builder shall provide reasonable assistance to UTA in obtaining any permits, approvals, and licenses that the Contract Documents expressly specify to be a UTA responsibility.

2.3.2 Design-Builder 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.

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

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

2.4 Construction Services.

2.4.1 Design-Builder shall proceed with construction in accordance with the approved Construction Documents.

2.4.2 Except to the extent that the Contract Documents expressly identify UTA obligations related to the Work, Design-Builder 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 Design-Builder to complete construction of the Project consistent with the Contract Documents.

2.4.3 Design-Builder is responsible for securing the Site until UTA issues a Certificate of Substantial Completion.

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

2.4.5 Design-Builder shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Design-Builder shall take necessary precautions for the safety of, and shall provide necessary protection to prevent damage, injury or loss to the following: (i) all Design-Builder, 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. Design-Builder 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, Design-Builder shall be responsible for all additional as necessary to comply protect persons and property and comply with applicable Legal Requirements related to safety.

2.4.6 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. UTA may require Design-Builder 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.

2.4.7 Design-Builder 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.

2.4.8 Design-Builder 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, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate Design-Builders so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.4.9 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder 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, Design-Builder 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 Design-Builder shall develop a Project-specific construction quality control plan as contemplated in UTA's Quality Management Plan and Construction Quality Plan. The Design-Builder'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, Design-Builder 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 Design-Builder's plans shall be subject to UTA's review and approval.

2.5.2 Design-Builder 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. Design-Builder shall provide evidence of compliance with the Contract Documents.

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

2.5.4 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 Design-Builder from any of its obligations under the Contract Documents.

2.5.5 At any time prior to Substantial Completion, UTA may reject Work which fails to conform to the Contract Documents. Design-Builder shall, at its sole expense, promptly re-perform or correct any Work so as to conform to the requirements of the Contract. Design-Builder 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.

2.5.6 If Design-Builder fails to promptly remedy rejected Work, UTA may, without limiting or waiving any other rights or remedies it may have, self-perform (through its own forces or through other contractors) the necessary corrective action(s) and deduct all amounts so incurred from any amount then or thereafter due Design-Builder.

2.6 Design-Builder's Warranty.

2.6.1 Design-Builder 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 forgoing, Design-Builder also specifically warrants that any design, engineering or other professional services provided by Design-Builder 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. Design-Builder 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 Design-Builder becomes aware of any defect in the Work, or non-conformance with the Contract Documents, Design-Builder shall give prompt written notice of that defect or non-conformance to UTA.

2.6.3 Except as otherwise stated in the Agreement, Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder with written notice that UTA will self-perform (through its own forces or through other contractors) correction of the warranty failure at Design-Builder's expense. If UTA performs (or causes to be performed) such corrective action, UTA may collect from Design-Builder 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 Design-Builder'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 Design-Builder'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 Design-Builder's Work, Design-Builder 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 Design-Builder discovers at the Site any substance the Design-Builder reasonably believes to be a Hazardous Material, Design-Builder shall immediately stop Work in the area of the discovery and immediately report the discovery to the UTA Project Manager. UTA shall determine how to deal with the Hazardous Material, and Design-Builder shall resume Work in the area when directed to do so by the UTA Project Manager.

3.1.3 Design-Builder will be entitled to an adjustment to the Contract Price and/or Contract Time(s) to the extent Design-Builder’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 Design-Builder, its Subcontractors, or anyone for whose acts Design-Builder 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 Design-Builder’s negligent performance of the Work. To the extent that Hazardous Materials are introduced and/or released at the Site by Design-Builder as described above in this Section 3.1.4, then: (i) to the fullest extent permitted by law, Design-Builder 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) shall not be entitled to an extension of Contract Price and/or Contract Time(s).

3.2 Differing Site Conditions.

3.2.1 If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment to the Contract Price and/or Contract Time(s) to the extent Design-Builder’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, Design-Builder 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. Design-Builder 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 (and attached as Exhibit A), within ten (10) Days of execution of the Agreement, Design-Builder 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 Design-Builder 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 Design-Builder's first application for payment. UTA and Design-Builder shall timely resolve any differences so as not to delay the Design-Builder's submission of its first application for payment.

4.2 Application for Payment.

4.2.1 To receive payment, Design-Builder shall submit to UTA an Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. Design-Builder 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, Design-Builder'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 Design-Builder'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 Design-Builder'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 Design-Builder upon request. UTA will not pay Design-Builder for sales taxes for exempt purchases, and such taxes should not be included in Design-Builder's Application for Payment.

4.4 UTA's Payment Obligations.

4.4.1 UTA shall pay Design-Builder 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 Design-Builder pursuant to the Contract Documents.

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

4.5 Design-Builder's Payment Obligations.

4.5.1 Design-Builder shall pay Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from UTA on account of their work. Design-Builder 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 Design-Builder 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 Design-Builder'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 Design-Builder's notice, UTA and Design-Builder 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 Design-Builder'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 Design-Builder 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 Design-Builder’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 Design-Builder 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 Design-Builder’s access to the Site. UTA shall allow Design-Builder reasonable access to the Site in order for the Design-Builder to achieve Final Completion.

4.7 Final Payment.

4.7.1 When Design-Builder has achieved Final Completion of the Work, Design-Builder shall submit a Final Application for Payment. As used in the Contract Documents, “Final Completion” refers to the Design-Builder’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 Design-Builder 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. Design-Builder 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 Design-Builder 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 Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify UTA from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against UTA or Design-Builder in any such action or proceeding. Design-Builder 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, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder'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 Design-Builder 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 Design-Builder for the Work, Design-Builder 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 Design-Builder, its Subcontractors, or others for whose acts Design-Builder 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, Design-Builder shall commence to take the steps necessary to discharge said claim or lien. If Design-Builder fails to do so, UTA will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

5.3 Design-Builder's General Indemnification.

5.3.1 Design-Builder, 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 Design-Builder, 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 Design-Builder, 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, Design-Builder'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 Design-Builder, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

5.3.3 Notwithstanding anything to the contrary in this Agreement, and except for gross negligence or willful misconduct, neither Party shall be liable to the other for any indirect, special, incidental, consequential, punitive, or exemplary damages, including, without limitation, lost profits, lost revenue, loss of business opportunity, loss of goodwill, or loss of use, arising out of or relating to this Agreement, regardless of the theory of liability (contract, tort, strict liability, or otherwise), even if such Party was advised of the possibility of such damages or losses. This waiver applies to all claims and causes of action, in the aggregate.

5.4 **Risk of Loss.** Design-Builder 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.** Design-Builder 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 Design-Builder must comply. All time and schedule requirements included within the Contract Documents are of the essence. By executing the Agreement, Design-Builder 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, Design-Builder'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 Design-Builder 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 Design-Builder's right to a time extension for those events set forth in Section 6.2 above, Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder, 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 Design-Builder 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, Design-Builder shall prepare an estimate of the cost and schedule impact of the change (if any). Upon agreement between UTA and Design-Builder on the scope of the change to the Work, and the adjustment, if any, to the Contract Price and/or Contract Times, UTA and Design-Builder shall execute a written Change Order.

7.3 Constructive Changes.

7.3.1 To the extent that Design-Builder: (i) receives a written or verbal direction or proceeding from UTA that Design-Builder 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 Design-Builder a right to a Change Order under the terms of the Contract Documents, then (in either case) Design-Builder shall deliver to UTA's Project Manager written notice (hereinafter a "Potential Change Notice") within ten (10) Days after Design-Builder becomes aware of (or should have reasonably become aware) the facts and circumstances which Design-Builder believes to give rise to a Change Order.

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

7.3.3 In conjunction with the Potential Change Notice (or as soon as reasonably possible thereafter), Design-Builder 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 Design-Builder. Design-Builder 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 Design-Builder’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 Design-Builder 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 Design-Builder to proceed with specified Work while Change Order negotiations or Claim resolution discussions continue. UTA may issue a DAP at any time, and Design-Builder 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 Design-Builder 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. Design-Builder 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 Design-Builder 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 Design-Builder’s costs, including labor hours and rates, units and estimated quantities, unit prices, equipment estimates, material costs, and subcontractor costs. Design-Builder shall openly share its detailed cost estimate, material and subcontractor quotations and any other information used to compile its cost estimate.

7.6.4 Should Contractor experience a significant increase in material costs after the bid due date and prior to contract execution due to tariffs, embargos, strikes, or other factors beyond its control, it may submit a request for an economic price adjustment. The request must contain adequate and reasonable supporting documentation. There shall be no adjustment for any changes in material unit prices which would not result in a net change of at least 3 percent of the then-current total material only portion of the contract price. The aggregate of the increases in any contract price under this clause shall not exceed 10 percent of the original contract price for materials only, not labor. UTA reserves the right to combine more than one Economic Price Adjustment into a single change order.

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, Design-Builder 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, Design-Builder 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 Design-Builder 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, Design-Builder 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 Design-Builder'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. If UTA's Project Manager and Design-Builder'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 Design-Builder's management representative ("Design-Builder's Management Representative") meet at least once to attempt to resolve the Claim.

8.2.2 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.

8.2.3 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 Design-Builder 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, Design-Builder 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, Design-Builder 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. Design-Builder 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 Design-Builder, UTA may, for its convenience and without cause, elect to terminate this Agreement. In such event, UTA shall pay Design-Builder 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, Design-Builder shall be in default of its obligations under the Contract Documents if Design-Builder: (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 Design-Builder 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 Design-Builder's receipt of such notice. If Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder'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 Design-Builder (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 Design-Builder's event of default and deduct all costs so incurred from any amount then or thereafter due to Design-Builder.

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 Design-Builder (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 Design-Builder'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 Design-Builder 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, Design-Builder 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 Design-Builder. If UTA's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder 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 re-procurement and defense of claims arising from Design-Builder'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 Design-Builder 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

9.4 Bankruptcy of Design-Builder.

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

- 9.4.2 Design-Builder, its trustee or other successor, shall furnish, upon request of UTA, adequate assurance of the ability of the Design-Builder 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
- 9.4.3 Design-Builder 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 Design-Builder 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.
- 9.4.4 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

Health Insurance

10.1 Insurance Coverage for Employees.

10.1.1 If the Contract Price is \$2,000,000 or more, Design-Builder shall, prior to the effective date of the Agreement, demonstrate to UTA that Design-Builder has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Design-Builder’s employees and the employee’s dependents during the duration of the Contract.

10.2.1 If the Design-Builder enters into any subcontracts under the Contract Documents in an amount of \$1,000,000 or more, then Design-Builder 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 11

Miscellaneous

11.1 **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.

11.2 **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, Design-Builder or the proceeds under the Contract Documents without specific written authorization by UTA.

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

11.4 **Successors.** Design-Builder and UTA intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and permitted assigns.

11.5 **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.

11.6 **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.

11.7 **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.

11.8 **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.

11.9 **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.

11.10 **Third-Party Beneficiary Status for CRA.**

- a. Prior to any obligation of CRA to reimburse UTA for work contemplated in this Agreement, UTA will ensure that CRA is designated as a Third-Party Beneficiary in the modification to the S-Line Design-Build Agreement between UTA and Design-Builder covering the CRA Work. UTA shall require, and shall include or cause to be included in the written contract modification between UTA and its Design-Builder relating to the CRA Work and any future contract modifications relating to the CRA Work, the following express contractual provisions, provided that Design-Builder's consent shall be required for any such future modification in accordance with the terms of the Agreement:

- i. **CRA as an Intended Third-Party Beneficiary.** A provision that makes CRA an intended third-party beneficiary of the Construction and Design Services Agreement S-Line Extension and Double Tracking (PDB), Phase 1 Pre-Construction Contract (UTA Contract # 24-03849) (the “**Agreement**”) with the right to enforce the terms and conditions of the Agreement directly against Design-Builder with respect to the CRA Work to the same extent as if CRA were a signatory to the Agreement and Design-Builder the similar extent will have the same rights and defenses as UTA in addition to any other rights, which provision shall be substantially equivalent to the following:

“Notwithstanding anything to the contrary in the Agreement, the parties expressly acknowledge and agree that the Salt Lake City Community Reinvestment Agency ("CRA") is an intended third-party beneficiary of this Agreement and of Design-Builder’s services thereunder, and not merely an incidental beneficiary, solely with respect to the work described in the S-Line Extension and Double Tracking CRA Scope of Work dated September 11, 2025, as or further modified in accordance with the change order provisions of the Agreement (the “**CRA Work**”). Design-Builder expressly acknowledges that (i) Design-Builder will perform the CRA Work on or for property owned or controlled by CRA, and (ii) CRA will directly benefit from the CRA Work separately and distinctly from UTA. With respect to the CRA Work, CRA shall have **all rights and remedies afforded to UTA under the Agreement as if CRA were an original party** to the Agreement, including, without limitation, the right to enforce Design-Builder’s obligations with respect to the CRA Work directly against Design-Builder; provided, however, that (a) CRA's rights and remedies shall be limited solely to matters relating to the CRA Work and shall not extend to any other portions of the Agreement or the Project, (b) CRA shall have no obligation to perform any of UTA's obligations under the Agreement, and (c) Design-Builder's total liability to CRA and UTA combined with respect to the CRA Work shall not exceed Design-Builder's liability limits under the Agreement for such work.

- ii. **CRA To Be an Additional Insured.** A provision that requires Design-Builder to include CRA as an additional insured on all applicable insurance policies a required under the Agreement to the extent such policies provide coverage for the CRA Work, and to provide CRA with reasonable evidence of such coverage, including copies of certificates of insurance and relevant endorsements, in a form reasonably to the extent required under the Prime Contract. Design-Builder's obligation to name CRA as an additional insured shall be to the same extent required under the Prime Contract and subject to the availability of such coverage at commercially reasonable rates and the approval of Design-Builder's insurance carriers.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 4/8/2026

TO: Board of Trustees
FROM: Jon Larsen, Chief Capital Services Officer
PRESENTER(S): David Osborn, Acting Director of Capital Design and Construction;
Ethan Ray, Project Manager II

TITLE:
Change Order: S-Line Extension Change Order 6 - Phase 1 Deductive Budget Adjustment (Kiewit West Infrastructure Co.)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorize the Executive Director to execute Change Order 6 on Contract 24-03849 with Kiewit Infrastructure West Co. (Kiewit) to make a deductive contract adjustment in the amount of - \$625,954 due to the completion of Phase 1 of the S-Line Extension project.

BACKGROUND:
UTA has been working collaboratively with Salt Lake City to extend the S-Line Streetcar from the existing end of the line at Fairmont Station (1040 East) to the heart of the Sugarhouse Business District at Highland Drive.
UTA issued a RFP for a Progressive Design Build contractor to design and build the S-line Extension. On September 25, 2024, the UTA Board of Trustees approved contract 24-03849 with Kiewit for Phase 1 Pre-Construction Design Services on the S-Line Extension.

DISCUSSION:
Kiewit has completed design services under Phase 1 of the contract and advanced the procurement of long lead items in previously approved change orders. There have been a variety of savings identified as the project has progressed.

CONTRACT SUMMARY:

Contractor Name Kiewit West Infrastructure Co.

Contract Number	24-03849-06
Existing Contract Start/End Dates	09/25/24 - 01/31/26
New Contract Start/End Dates	N/A - N/A
Current Contract Value to Date	\$9,039,323.11
Change/Task Order Amount	- \$625,954.00
New Total Contract Value	\$8,413,369.11
Procurement Method	RFP
Budget Authority	Approved 2026 Capital Budget

ALTERNATIVES

This funding has not been spent. A change order is needed to un-obligate the funds so they can be used for construction.

FISCAL IMPACT:

This change order will return \$625,954.00 to the S-Line Extension (MSP259) budget.

- Change Order 2 (Special Track Procurement) - Contingency not used: \$178,205
- Change Order 4 (Systems Early Procurement) - Overall reduction in price and contingency not used: \$374,966
- Change Order 5 (Additional Design Services) - Modification added \$116,157 to the general agreement with the final invoice sent to UTA being \$43,374 - a reduction of \$72,783

Total Deductive Amount for Phase 1 - \$625,954

ATTACHMENTS:

- Change Order: S-Line Extension Change Order 6 - Phase 1 Deductive Budget Adjustment (Kiewit West Infrastructure Co.)



CCO #006

Project: MSP259 - S-Line Expansion Project

Contract Change Order #006: KIE-CO-006_Phase 1 Deductive Change Order

CONTRACT COMPANY:	Kiewit Infrastructure West Co.	CONTRACT FOR:	2403849-OG:S-Line PDB Phase 1
DATE CREATED:	3/12/2026	CREATED BY:	Meredith Fischer (Utah Transit Authority)
CONTRACT STATUS:	Pending - Proceeding	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION:	
DESIGNATED REVIEWER:	Ethan Ray (Utah Transit Authority)	REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Administrative (Procedure permits or other admin process that impacts the project)
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	(\$625,954.00)

DESCRIPTION:

CE #KIE-CE-006 - Phase 1 Deductive Change Order
Phase 1 Deductive Change Order
 -Change Order 2: Contingency not used **-\$178,205.00**
 -Change Order 4: Overall reduction in price and contingency not used. **-\$374,966.00**
 -Change Order 5: Final invoice sent to UTA (Mass Electric underran their budget - **(\$72,783.00)**

KIE-CE-006 - Total Deductive Amount -(\$625,954.00)

ATTACHMENTS:

[Kiewit Budget Details.Phase 1 Deduction.png](#)

IT IS MUTUALLY AGREED UPON, THERE IS A SCHEDULE IMPACT DUE TO THIS CHANGE ORDER: No	DATE OF DESIRED EXTENSION:
THIS ITEM IS NOT ANTICIPATED TO USE FEDERAL FUNDING AND IS UNDER UTA'S SIMPLIFIED ACQUISITION THRESHOLD (\$250): No	THIS ITEM IS ANTICIPATED TO USE FEDERAL FUNDING AND/OR IS GREATER THAN UTA'S SIMPLIFIED ACQUISITION THRESHOLD: Yes
INDEPENDENT COST ESTIMATE (ICE) LINK, IF APPLICABLE:	DIRECTION OR AUTHORIZATION TO PROCEED (DAP) PREVIOUSLY EXECUTED::



CCO #006

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 \$50k or greater
 Dir. of Capital Projects \$25k - 74,999
 Chief Service Dev. Ofcr. \$75k - 249,999
 Executive Director \$250,000+
 Procurement/Contracts (for all)

DocuSigned by:
Signature (Legal): Mike Bell Mike Bell
 By: _____
 Date: 3/13/2026

Signature (Procurement):
 By: _____
 Date: _____

Signature (Project Manager):
 The costs associated with this item have been measured against the standard schedule of rates and the agreed contract pricing, (where applicable) and have been deemed consistent and appropriate for the proposed scope of work.
 By: _____
 Name: _____
 Date: _____

Signature (Director):
 I have evaluated the content of this item and the scope of work described in the contract and have made the determination that it is within the scope of work contemplated and described by the contracting parties when they executed the original agreement. I have also determined that the pricing is fair and reasonable based on a review of contractor quotes and the original contract rates.
 By: _____
 Name: _____
 Date: _____

Signature (Chief Service Development Officer):
 By: _____
 Name: _____
 Date: _____

Signature (Executive Director):
 By: _____
 Jay Fox, Executive Director
 Date: _____

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Amount
1	40-3259.68000.8003 PM for Design and Construction	CO#2 Long Lead Items	\$(178,205.00)



CCO #006

#	Budget Code	Description	Amount
2	40-3259.68000.8002 Engineering	CO#4 Sys & Pre-CRV Rail	\$(374,966.00)
3	40-3259.68000.8002 Engineering	CO#5 RRA OH Relo Streetlights	\$(72,783.00)
Grand Total:			\$(625,954.00)

The original (Contract Sum)	\$ 1,937,772.00
Net change by previously authorized Change Orders	\$ 7,101,551.11
The contract sum prior to this Change Order was	\$ 9,039,323.11
The contract sum would be changed by this Change Order in the amount of	(\$625,954.00)
The new contract sum including this Change Order will be	\$ 8,413,369.11
The contract time will not be changed by this Change Order.	

Kiewit Infrastructure West Co.

Signed by:


3/13/2026

SIGNATURE

Darron Rolle

DATE

SIGNATURE

DATE

Kiewit Budget Details

DocuSign Envelope ID: 3D46F3C2-E529-4E6F-A802-B0EA4F775B63

	Budgeted	Actual Costs	Delta
Stage 1 (Preconstruction & Design)			
Original Contract	\$1,937,772	\$1,937,772	\$0
Change Order 1 (Alternative Design)	\$1,117,471	\$1,117,471	\$0
Change Order 2 (Special Track Procurement)	\$1,960,259	\$1,782,054	-\$178,205
Change Order 3 (CM Change to Adam Knoll)	\$0	\$0	\$0
Change Order 4 (Systems Early Procurement)	\$3,907,664	\$3,532,698	-\$374,966
Change Order 5 (RMP Relocation, design only)	\$116,157	\$43,374	-\$72,783
Subtotal	\$9,039,323	\$8,413,369	-\$625,954



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 4/8/2026

TO: Board of Trustees
FROM: Jon Larsen, Chief Capital Services Officer
PRESENTER(S): David Osborn, Acting Director of Capital Design and Construction
Ethan Ray, Project Manager II

TITLE:
Change Order: S-Line Extension Change Order 7 - Phase 2 Construction Services (Kiewit West Infrastructure Co.)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorize the Executive Director to execute Change Order 7 for Phase 2 Construction Services on Contract 24-03849 with Kiewit Infrastructure West Co (Kiewit).

BACKGROUND:
UTA has been working collaboratively with Salt Lake City to extend the S-Line Streetcar from the existing end of the line at Fairmont Station (1040 East) to the heart of the Sugarhouse Business District at Highland Drive. UTA issued a RFP for a Progressive Design Build contractor to design and build the S-line Extension. On September 25, 2024, the UTA Board of Trustees approved contract 24-03849 with Kiewit for Phase 1 Pre-Construction Design Services on the S-Line Extension.

DISCUSSION:
Design services under Phase 1 of the contract were completed in January 2026 and, in accordance with Section 8 of the Construction and Design Services Agreement between Kiewit and UTA, UTA is authorized to issue an addendum authorizing Kiewit to construct an extension of the S-Line streetcar from Fairmont Station to a location directly east of Highland Drive. In lieu of issuing a contract addendum, UTA is issuing this Change Order to authorize Kiewit to enter into Phase 2 for Construction.

Note: UTA and Kiewit have agreed to set an effective date for Phase 2 as February 1, 2026, to cover the extended negotiation period required to finalize the Phase 2 Change Order and associated funding agreements.

CONTRACT SUMMARY:

Contractor Name	Kiewit West Infrastructure Co.
Contract Number	24-03849-07
Existing Contract Start/End Dates	9/26/2024 - 1/31/2026
New Contract Start/End Dates	2/01/2026 - 8/13/2027
Current Contract Value to Date	\$8,413,369.11
Change/Task Order Amount	\$23,866,561.00
New Total Contract Value	\$32,279,930.11
Procurement Method	RFP
Budget Authority	Approved 2026 Capital Budget

ALTERNATIVES

UTA could choose to rebid this contract. Doing so would cause delays and may result in additional costs.

FISCAL IMPACT:

The budget for this change order is included in UTA approved 2026 budget and planned 2027 budget.

- 2026 Change Order Total: \$23,366,561.00 Account # 40-3259.68000.8003
- 2027 Change Order Total: \$500,000.00 Account # 40-3259.68000.8003

Total Change Order Amount: \$23,866,561.00

Total Not-To-Exceed Contract Amount: \$32,279,930.11

ATTACHMENTS:

- Change Order: S-Line Extension Phase 2 Construction Services Change Order 7 - Extension Construction (Kiewit West Infrastructure Co.)



CCO #007

Project: MSP259 - S-Line Expansion Project

Contract Change Order #007: KIE-CO-007_Phase 2 Construction

CONTRACT COMPANY:	Kiewit Infrastructure West Co.	CONTRACT FOR:	2403849-OG:S-Line PDB Phase 1
DATE CREATED:	3/12/2026	CREATED BY:	Meredith Fischer (Utah Transit Authority)
CONTRACT STATUS:	Pending - Proceeding	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION:	
DESIGNATED REVIEWER:	Ethan Ray (Utah Transit Authority)	REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Administrative (Procedure permits or other admin process that impacts the project)
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$23,866,561.00

DESCRIPTION:
CE #KIE-CE-007 - Phase 2 Construction

In accordance with Section 8 of the Construction and Design Services Agreement (Contract 24-03849) between Kiewit Infrastructure West Co. and UTA, UTA is authorized to issue an addendum authorizing Kiewit to construct an extension of the S-Line streetcar between Fairmont Station and Highland Drive. In lieu of issuing a contract addendum, UTA is issuing this Change Order to authorize Kiewit to enter into Phase 2 for Construction.

Substantial Completion Date - July 16, 2027
Final Completion Date - August 13, 2027

ATTACHMENTS:
[S-Line Phase 2 Construction Contract.pdf](#)

<p>IT IS MUTUALLY AGREED UPON, THERE IS A SCHEDULE IMPACT DUE TO THIS CHANGE ORDER:</p> <p>THIS ITEM IS NOT ANTICIPATED TO USE FEDERAL FUNDING AND IS UNDER UTA'S SIMPLIFIED ACQUISITION THRESHOLD (\$250):</p> <p>INDEPENDENT COST ESTIMATE (ICE) LINK, IF APPLICABLE:</p>	<p>DATE OF DESIRED EXTENSION:</p> <p>THIS ITEM IS ANTICIPATED TO USE FEDERAL FUNDING AND/OR IS GREATER THAN UTA'S SIMPLIFIED ACQUISITION THRESHOLD:</p> <p>DIRECTION OR AUTHORIZATION TO PROCEED (DAP) PREVIOUSLY EXECUTED::</p>
<p>No</p> <p>No</p> <p>S-Line Extension ICE.xlsx</p>	<p></p> <p>Yes</p> <p></p>

CHANGE ORDER APPROVAL



CCO #007

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 \$50k or greater
Dir. of Capital Projects \$25k - 74,999
Chief Service Dev. Ofcr. \$75k - 249,999
Executive Director \$250,000+
Procurement/Contracts (for all)

DocuSigned by:
Signature (Legal): Mike Bell Mike Bell
 By: _____
70E33A415BA44F6...
 Date: 3/13/2026

Signature (Procurement):
 By: _____
 Date: _____

Signature (Project Manager):
 The costs associated with this item have been measured against the standard schedule of rates and the agreed contract pricing, (where applicable) and have been deemed consistent and appropriate for the proposed scope of work.
 By: _____
 Name: _____
 Date: _____

Signature (Director):
 I have evaluated the content of this item and the scope of work described in the contract and have made the determination that it is within the scope of work contemplated and described by the contracting parties when they executed the original agreement. I have also determined that the pricing is fair and reasonable based on a review of contractor quotes and the original contract rates.
 By: _____
 Name: _____
 Date: _____

Signature (Chief Service Development Officer):
 By: _____
 Name: _____
 Date: _____

Signature (Executive Director):
 By: _____
 Jay Fox, Executive Director
 Date: _____

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Amount
1	40-3259,68000,8002 Engineering	Phase 2 Construction	\$23,866,561.00
Grand Total:			\$23,866,561.00



CCO #007

The original (Contract Sum)	\$ 1,937,772.00
Net change by previously authorized Change Orders	\$ 7,101,551.11
The contract sum prior to this Change Order was	\$ 9,039,323.11
The contract sum would be changed by this Change Order in the amount of	\$ 23,866,561.00
The new contract sum including this Change Order will be	\$ 32,905,884.11
The contract time will not be changed by this Change Order.	

Kiewit Infrastructure West Co.

Signed by:

3/13/2026

SIGNATURE

DATE

SIGNATURE

Darron Rolle

DATE

**Exhibit B to Construction Services Contract
Utah Transit Authority
Project Minimum Insurance Requirements**

Design-Builder shall procure and maintain for the duration of the contract, and for 6 years thereafter, 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 Design-Builder, his agents, representatives, employees, or 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. The CGL insurance shall be on an occurrence form and cover all operations of the Design-Builder and its subcontractors, including independent Design-Builders. 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, with a maximum deductible or self-insured retention of \$100,000.
 - 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. The Design-Builder shall obtain approval of the CGL policy from UTA prior to executing the contract.
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, property in transit, property at temporary storage locations, earthquake damage and flood damage insuring the interests of UTA, SLCDA 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 with a maximum deductible or self-insured retention of \$100,000.
6. **Pollution Legal Liability:** Design-Builder'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.
7. **Railroad Protective Liability:** Railroad protective liability insurance naming the affected railroad(s) as insured(s) with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate and property damage of 2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required by the affected railroad.

If the Design-Builder maintains higher limits than the minimums shown above, UTA requires and shall be entitled to coverage for the higher limits maintained by the Design-Builder. 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 must be declared to and approved by UTA. At the option of UTA, either: the Design-Builder shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects UTA, its officers, officials, employees, and volunteers; or the Design-Builder shall provide a financial guarantee satisfactory to UTA guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

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 with respect to liability arising out of work or operations performed by or on behalf of the Design-Builder 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 Design-Builder. General liability coverage can be provided in the form of an endorsement to the Design-Builder'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 if later revisions used).
2. For any claims related to this project, the Design-Builder'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 Design-Builder'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 notice to UTA.

Builder's Risk (Course of Construction) Insurance

Design-Builder 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 Design-Builder 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

Design-Builder hereby agrees to waive rights of subrogation which any insurer of Design-Builder may acquire from Design-Builder by virtue of the payment of any loss. Design-Builder 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 Design-Builder, its employees, agents and subcontractors.

Verification of Coverage

Design-Builder 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 Design-Builder's obligation to provide them. UTA reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Design-Builder shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Design-Builder shall ensure that UTA is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13. Design-Builder may adopt a Design-Builder controlled insurance program to meet this requirement.

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.

**CONSTRUCTION AND DESIGN SERVICES AMENDMENT
S-LINE EXTENSION (PDB)**

PHASE 2 FINAL DESIGN AND CONSTRUCTION CONTRACT

This Phase 2 Final Design and Construction Services Amendment (“**Amendment**”) is between Utah Transit Authority, a public transit district organized under the laws of the State of Utah (“**UTA**”), and KIEWIT INFRASTRUCTURE WEST CO, LOCATED AT 10150 Centennial Pkwy, Suite 200, Sandy, UT 84070, a Corporation (“**Design- Builder**”).

RECITALS

UTA is Constructing an extension of the S-line streetcar between Fairmont Station and Highland Drive in the Sugarhouse Neighborhood of Salt Lake City, Utah.

A) S-Line Extension (the “**Project**”).

B) Pursuant to Request for Proposals No. 24-03849, UTA and Design-Builder entered into the Agreement – Phase 1 Pre-Construction Services, dated September 25, 2024 (the “**Phase 1 Agreement**”).

C) Pursuant to the Phase 1 Agreement, UTA and Design-Builder have negotiated and agreed on the Price Proposal, schedule, and scope of work for the construction services for the Project, and desire to amend the Phase 1 Agreement in order to include that scope, schedule, and price. Hereafter, the term “**Agreement**” refers collectively to the Phase 1 Agreement and this Amendment.

AGREEMENT

Therefore, the parties agree as follows:

1. Scope of Work. Design-Builder 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. This excludes work completed under change orders 2 and 4.

2. Schedule. (a) Design-Builder shall commence the Work (which, for purposes of this Section, shall not include the Phase 1 Work) within seven (7) days of Design-Builder’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 Design-Builder for any portion of the Work not encompassed by an NTP issued by UTA.

(c) The Design-Builder shall achieve Substantial Completion of the entire Work no later than July 16th, 2027 (the “**Substantial Completion Date**”). 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 Design-Builder shall achieve Revenue Readiness of the Work no later than August 13th, 2027 (the “**Revenue Operations Date**”). 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 Design-Builder shall achieve Final Completion of the Work as expeditiously as reasonably practicable, but in no event later than August 13th, 2027 (the “**Final Completion Date**”). 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.

(g) Design-Builder acknowledges that if Substantial Completion is not attained by the Guaranteed Substantial Completion Date, UTA will suffer damages that are difficult to measure and determine with precision. If Substantial Completion is not attained by the Guaranteed Substantial Completion Date, Design-Builder shall pay UTA \$1,000 as liquidated damages for each day that Substantial Completion extends beyond the Substantial Completion Date.

3. Price and Payment. (a) As full compensation for completing the Work in accordance with the Contract Documents, UTA shall pay to the Design-Builder the price of \$ 23,866,561 (the “**Contract Price**”), as more particularly set forth on the Schedule of Values, attached as Exhibit A. 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. The above Contract Price will be modified according to the actual authorized work performed, as measured by the Schedule of Values.

(b) For purposes of calculating changes in the Contract Price pursuant to Section 7.6 of the General Conditions, Design-Builder will be entitled to the audited G&A rate of 9.451 % and a profit of 8.50 %.

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 specifically including the General Conditions;
- (3) All written amendments and Change Orders to the Phase 1 Agreement, executed in accordance with the Phase 1 Agreement;
- (4) The Phase 1 Agreement, including its exhibits;
- (5) The Design-Builder’s Proposal in response to the RFP;
- (6) 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 Design-Builder, 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) Design-Builder 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 Design-Builder becomes aware of a Discrepancy, the Design-Builder shall immediately notify UTA’s Project Manager of that Discrepancy in writing. UTA’s Project Manager shall promptly resolve the Discrepancy in writing. Design-Builder’s failure to promptly notify UTA of an apparent discrepancy will be deemed a waiver of Design-Builder’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 Design-Builder 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 Ethan Ray as its Project Manager, and Greg Thorpe as its Senior Representative. UTA’s Contract Administrator for this Agreement is Vicki Woodward. Questions or correspondence regarding the contractual aspects of this Agreement should be directed to Ms. Woodward, at the address set forth in section 9

(b) Design-Builder designates Chris Geiger
Jeff Finochiaro as its Senior Representative.

as its Project Manager, and

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

- (1) Project Manager – Chris Geiger
- (2) Construction Manager – Adam Knoll
- (3) Systems Manager – Jessica Yoh
- (4) Quality Manager – Mark Megeath

(b) This Agreement was awarded based on Design-Builder’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. Design-Builder 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 Design-Builder’s Proposal.

7. Bonds and Insurance. (a) Design-Builder shall obtain and maintain the insurance coverages set forth in Exhibit B, and comply with the obligations set forth in Exhibit B.

(b) The Design-Builder 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. Design-Builder 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 Design-Builder to replace the performance bond with a warranty bond in an amount and in a form acceptable to UTA

8. 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: Vicki Woodward
669 West 200 South
Salt Lake City, UT 84101

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

If to the Design-Builder:

With a required copy to:

(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.

(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.

9. 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.

10. 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).

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

UTAH TRANSIT AUTHORITY

By: _____
Name: _____
Title: _____

Date: _____

By: _____
Name: _____
Title: _____

Date: _____


By: _____
Name: _____
Title: _____

Date: _____

Approved as to Legal Form:

DocuSigned by:
By: Mike Bell Mike Bell
70E33A415BA74F6...
Utah Transit Authority
Legal Counsel 3/13/2026

KIEWIT INFRASTRUCTURE WEST CO

Signed by:
By:  Date: 3/13/2026
10165E567F9740D...
Name: Darron Rolle
Title: Sr. Vice President

Design-Builder's Federal ID Number: _____

Exhibit A Schedule of Values

	DESCRIPTION	QTY	UOM	TOTAL
	ALT 90% OPCC - DIRECT COST - SUBTOTAL	1.0	LS	14,081,639
10	10 GUIDEWAY & TRACK ELEMENTS	1.0	LS	2,632,742
10.03	10.03 GUIDEWAY: AT-GRADE IN MIXED TRAFFIC - SUBTOTAL	1.0	LS	316,092
10.03.01	10.03.01 GUIDEWAY DEMO - SUBTOTAL	1.0	LS	\$ 58,123
10.03.01.010	Demo Existing AC Pavement Full Depth - Guideway	2,273.0	SY	\$ 31,443
10.03.01.025	Demo Existing PCC Pavement - Guideway	39.0	SY	\$ 1,327
10.03.01.040	Demo Existing Track	46.0	TF	\$ 20,666
10.03.01.050	Demo Exist OCS Foundations	2.0	EA	\$ 4,688
10.03.02	10.03.02 GUIDEWAY CIVIL - SUBTOTAL	1.0	LS	180,264
10.03.02.010	Guideway/Roadway Excavation - Mainline	2,387.0	CY	\$ 98,296
10.03.02.030	Subgrade - Mainline	4,032.0	SY	\$ 36,067
10.03.02.050	Guideway Aggregate Base Course - Mainline	971.0	SY	\$ 45,902
10.03.03	10.03.03 GUIDEWAY DRAINAGE - SUBTOTAL	1.0	LS	77,704
10.03.03.010	Guideway Drainage (Track Drains & Signal Box Drains)	19.0	EA	\$ 77,704
10.10	10.10 TRACK: EMBEDDED - SUBTOTAL	2,245.0	TF	1,600,266
10.10.01	10.10.01 INSTALL EMBEDDED TRACK - TAN: - SUBTOTAL	878.0	TF	511,746
10.10.01.010	Install Rail - Embedded Track - Tan	878.0	TF	\$ 86,894
10.10.01.015	FPS Concrete - Embedded Track - Tan	293.0	CY	\$ 215,019
10.10.01.025	Buy Track Materials - Embedded Track - Tan	878.0	TF	\$ 162,341
10.10.01.045	Emb Track Slab - Furnish & Install Rebar - Embedded Track - Tan	8.4	TN	\$ 27,911
10.10.01.050	Rail Welding - Embedded Track - Tan	16.0	EA	\$ 19,581
10.10.02	10.10.02 INSTALL EMBEDDED TRACK- INTERSECTION: - SUBTOTAL	93.0	TF	70,530
10.10.02.010	Install Rail - Embedded Track - Intersection	93.0	TF	\$ 13,868
10.10.02.015	FPS Concrete - Embedded Track - Intersection	31.0	CY	\$ 34,324
10.10.02.025	Buy Track Materials - Embedded Track - Intersection	93.0	TF	\$ 14,525
10.10.02.045	Emb Track Slab- Furnish & Instal Rebar - Embedded Track - Intersection	0.9	TN	\$ 2,924
10.10.02.050	Rail Welding - Embedded Track - Intersection	6.0	EA	\$ 4,890
10.10.12	10.10.12 INSTALL EMBEDDED TRACK- PRE-CURVE TRACK: - SUBTOTAL	1,274.0	TF	807,470
10.10.12.010	Install Rail - Embedded Track - Pre-Curve	1,274.0	TF	\$ 198,612
10.10.12.020	FPS Concrete - Embedded Track - Pre-Curve	413.0	CY	\$ 226,427
10.10.12.030	Buy Track Materials - Embedded Track - Pre-Curve	1,274.0	TF	\$ 224,850
10.10.12.050	Furnish & Install Rebar - Emb Track Slab - Pre-Curve	12.1	TN	\$ 40,219
10.10.12.055	Rail Welding - Embedded Track - Pre-Curve	96.0	EA	\$ 117,362
10.10.14	10.10.14 INSTALL CONCRETE INFILL - SUBTOTAL	294.0	CY	210,520
10.10.14.010	Place Concrete Infill	294.0	CY	\$ 210,520
10.12	10.12 SPECIAL TRACK - SUBTOTAL	2,245.0	TF	716,384
10.12.10	10.12.10 SPECIAL TRACK - SUBTOTAL	1.0	EA	716,384
10.12.10.010	No 6 DF - Double Crossover	1.0	EA	\$ 544,331
10.12.10.020	Track Lubricators	4.0	EA	\$ 164,448
10.12.10.030	Remove, Salvage, and Install Bumping Post	2.0	EA	\$ 7,605
20.	20 STATIONS, STOPS, TERMINALS, INTERMODAL - SUBTOTAL	1.0	EA	1,403,325
20.01	20.01 AT-GRADE STATION, STOP, SHELTER, MALL, TERMINAL, PLATFORM	1.0	EA	1,403,325
20.01.01	20.01.01 AT-GRADE STATION PLATFORMS - SUBTOTAL	1.0	EA	32,373
20.01.01.010	Structural Excavation and Backfill	153.0	CY	\$ 2,810
20.01.01.015	Structural Backfill Aggregates	178.0	CY	\$ 29,563
20.01.02	20.01.02 STATION - CONCRETE - SUBTOTAL	76.0	CY	697,716
20.01.02.005	Platform Footings & Stem Walls	21.0	CY	\$ 69,447
20.01.02.015	Platform Slab & Ramps	47.0	CY	\$ 126,129
20.01.02.025	Canopy Foundation - 2 EA @ 30" drilled x 10' depth	4.0	CY	\$ 7,684
20.01.02.030	PCC Equipment Pad	4.0	CY	\$ 11,486
20.01.02.040	Station - Structural Steel, Canopies, & Furnishings	1.0	LS	\$ 79,812
20.01.02.045	Platform Snow Melt System	1.0	EA	\$ 166,512
20.01.02.050	Station Comm - CCTV' s, DMS, Phone - MEC	1.0	LS	\$ 7,027
20.01.02.055	Stations Electrical and Lighting - CIVIL	180.0	CY	\$ 88,045
20.01.02.060	Platform Electrical and Lighting - MEC	1.0	LS	\$ 141,575
20.01.03	20.01.03 STATION - RETAINING WALLS - SUBTOTAL	265.0	CY	673,236
20.01.03.010	Retaining Wall Structural Excavation	1,539.0	CY	\$ 28,187
20.01.03.020	Retaining Wall Structural Backfill	948.0	CY	\$ 75,768
20.01.03.030	Retaining Wall Footings	151.0	CY	\$ 99,368
20.01.03.040	Retaining Wall - 2 Sided Wall	114.0	CY	\$ 256,518
20.01.03.050	Retaining Wall - Handrails - Retaining Walls + Platform Ramp	501.0	LF	\$ 213,395
40.	40 SITEWORK & SPECIAL CONDITIONS - SUBTOTAL	1.0	LS	2,876,634
40.01	40.01 DEMOLITION, CLEARING, EARTHWORK - SUBTOTAL			3,939,912
40.01.01	40.01.01 DEMOLITION, CLEARING, EARTHWORK - SUBTOTAL	1.0	LS	205,668
40.01.01.005	Demo Existing AC Pavement	5,835.0	SY	\$ 70,652
40.01.01.020	Demo Concrete Sidewalk, Ped Ramps & Driveways	1,060.0	SY	\$ 23,846
40.01.01.030	Demo Concrete Curb and Gutter	2,124.0	LF	\$ 25,244
40.01.01.092	Remove Existing Drain Plate and Fill with Concrete	1.0	LS	\$ 2,869
40.01.01.035	Remove Trees	11.0	EA	\$ 5,686

	DESCRIPTION	QTY	UOM	TOTAL
40.01.01.075	Planter Removal (incl small veg/irrigation)	5,984.0	SF	\$ 17,654
40.01.01.040	Remove Brick Pavers	140.0	SY	\$ 1,883
40.01.01.045	Remove/Salvage Traffic Signals - Civil Anchor Bolts Down (Traffic & Pedestrian)	1.0	EA	\$ 2,196
40.01.01.050	Remove/Salvage Light Poles - Civil Anchor Bolts Down	4.0	EA	\$ 1,907
40.01.01.055	Remove/Relocate Existing Decorative Lights	9.0	EA	\$ 4,804
40.01.01.065	Roadway Subgrade	3,289.0	SY	\$ 48,928
40.01.02	40.01.02 CRA Demolition	1.0	LS	1,027,639
40.01.02.01	CRA Basement Embankment	3,440.0	CY	\$ 70,282
40.01.02.02	CRA Building Demo	1.0	LS	\$ 252,732
40.01.02.03.01	CRA Utility Removals	1.0	LS	\$ 72,414
40.01.02.03.050	RMP/Comcast/MCI Relocations	1.0	LS	\$ 361,162
40.01.02.03.060	Simpson Ave Replacement Street Lighting	6.0	EA	\$ 185,204
40.01.02.03.070	Fiber Box Relocate	4.0	EA	\$ 85,845
40.02	40.02 Site Utilities, Utility Relocation			964,689
40.02.01	40.02.01 WATER - SUBTOTAL	1.0	LS	409,389
40.02.01.010	Remove/Abandon Waterline, Valves & Fire Hydrants	761.0	LF	\$ 34,702
40.02.01.030	E/L/B 12" Water Main W/ 18" Steel Casing	310.0	LF	\$ 209,249
40.02.01.040	Install Casing on Existing Waterline at Highland Intersection	85.0	LF	\$ 77,015
40.02.01.041	E/L/B 6" DIP Waterline	131.0	LF	\$ 23,185
40.02.01.045	Water Services	93.0	LF	\$ 36,794
40.02.01.055	Install Fire Hydrants	2.0	EA	\$ 25,470
40.02.01.065	Install Freezeless Hose Bib/Post Hydrant - Platform	1.0	EA	\$ 2,974
40.02.71	40.02.71 STORM DRAIN - SUBTOTAL	1.0	LS	420,787
40.02.71.011	Remove Existing CMP Storm Drain	110.0	LF	\$ 11,659
40.02.71.012	Remove Existing RCP Storm Drain	243.0	LF	\$ 39,448
40.02.71.020	Remove Existing Storm Inlet/Manhole	5.0	EA	\$ 6,276
40.02.71.030	E/L/B 12" RCP Storm Drain	205.0	LF	\$ 76,223
40.02.71.040	E/L/B 12" HP Storm Drain	178.0	LF	\$ 64,827
40.02.71.043	E/L/B 6" PVC Storm Drain	14.0	LF	\$ 2,628
40.02.71.044	E/L/B 8" PVC Storm Drain	483.0	LF	\$ 85,285
40.02.71.045	E/L/B 12" PVC Storm Drain	245.0	LF	\$ 70,780
40.02.71.050	Construct New Storm Drain Inlet	13.0	EA	\$ 63,661
40.02.72	Sewer	1.0	LS	51,361
40.02.72.010	E/L/B 8" HDPE Sewer By-Pass Line	95.0	LF	\$ 51,361
40.02.80	Gas	1.0	LS	3,405
40.02.80.010	Abandon Gas Line	283.0	LF	\$ 3,405
40.02.90	40.02.90 POTHOLING - UTILITY VERIFICATION - SUBTOTAL	1.0	LS	79,746
40.02.90.010	Potholing All Utilities	76.0	EA	\$ 79,746
40.06	40.06 PEDESTRIAN/BIKE ACCESS AND ACCOMODATION, LANDSCAPING - SUBTOTAL	1.0	LS	158,327
40.06.10	40.06.10 CONCRETE FLATWORK - SUBTOTAL	1.0	LS	158,327
40.06.10.010	Concrete Sidewalk	8,352.0	SF	\$ 125,229
40.06.10.020	Concrete Ped Ramps & Detectable Warning Strips	584.0	SF	\$ 33,098
40.07	40.07 AUTOMOBILE, BUS, VAN, ACCESSWAYS INCLUDING ROADS, PARKING LOTS - SUBTOTAL	1.0	LS	520,311
40.07.01	40.07.01 CURB AND GUTTER, DRIVEWAYS - SUBTOTAL	1.0	LS	129,822
40.07.01.010	New Curb and Gutter	2,545.0	LF	\$ 129,822
40.07.21	40.07.21 PAVEMENT - SUBTOTAL	1.0	LS	355,374
40.07.21.020	Roadway Aggregate Base Course	4,629.0	SY	\$ 85,307
40.07.21.040	Asphalt Pavement	4,629.0	SY	\$ 202,278
40.07.21.060	Install Bollards	166.0	EA	\$ 49,189
40.07.21.065	Fencing	51.0	LF	\$ 5,800
40.07.21.070	Pavement Collars & height adjustments	16.0	EA	\$ 12,800
40.07.30	40.07.30 PAVEMENT MARKINGS - SUBTOTAL	1.0	LS	35,115
40.07.30.010	Install Pavement Markings	1.0	LS	\$ 27,420
40.07.30.060	Furnish/Install Traffic Signs	16.0	EA	\$ 7,694
50.	50 SYSTEMS - SUBTOTAL	1.0	LS	7,168,938
50.01	50.01 TRAIN CONTROL AND SIGNALS - SUBTOTAL	1.0	LS	1,050,831
50.01.10.001	Train Control Duct Bank - CIVIL	335.0	CY	\$ 125,889
50.01.10.040	Buy Wheel Counters & Spare Parts	10.0	EA	\$ 43,360
50.01.10.055	Labor and Equipment to Install Devices	1.0	LS	\$ 122,916
50.01.10.060	Labor and Equipment to Pull Cable	11,656.0	LF	\$ 158,858
50.01.10.065	Labor and Equipment for Testing	1.0	LS	\$ 167,784
50.01.10.075	O&M Manuals and Training (axle counters only)	1.0	LS	\$ 171,287
50.01.10.080	Install Train Control Conduits (5% Added) - Local Conduit Only	3,373.0	LF	\$ 107,836
50.01.10.085	Install Train Control Handholes - JB's and RAB's	68.0	EA	\$ 88,339
50.01.10.090	Buy RAB's & Junction Box (Switich Machine, Switch Htrs)	68.0	EA	\$ 64,563
50.02	50.02 TRAFFIC SIGNALS AND CROSSING PROTECTION - SUBTOTAL	1.0	LS	1,209,490
50.02.10.019	RMP Power Drops	3.0	EA	\$ 12,446
50.02.10.020	Traffic Signals Complete	3.0	EA	\$ 1,197,044
50.04	50.04 OCS SYSTEM - SUBTOTAL	1.0	LS	1,253,732
50.04.10.010	OCS Drilled Shaft Foundations	29.0	EA	\$ 359,992

	DESCRIPTION	QTY	UOM	TOTAL
50.04.10.025	Buy OCS Permanent Materials	1.0	LS	\$ 172,697
50.04.10.100	OCS Labor & Equipment (Supports)	1.0	LS	\$ 299,811
50.04.10.105	OCS Labor & Equipment (Wire)	3,486.0	LF	\$ 367,343
50.04.10.110	OCS Labor & Equipment (Testing)	1.0	LS	\$ 53,890
50.05	50.05 COMMUNICATIONS - SUBTOTAL	1.0	LS	755,212
50.05.10.010	Communications Civil	481.0	CY	\$ 191,876
50.05.10.015	Buy Fiber Backbone/Station Comm Cabinet	3,886.0	LF	\$ 19,130
50.05.10.035	Labor & Equipment Install Fiber	3,701.0	LF	\$ 30,897
50.05.10.040	Labor & Equipment Fiber Terminations	144.0	EA	\$ 38,119
50.05.10.065	Perform COM Testing	1.0	LS	\$ 20,000
50.05.10.070	Install Com Pull Boxes (Includes stations boxes)	7.0	EA	\$ 110,332
50.05.10.080	Install Com Conduit - System Wide Electrical Mainline Backbone	13,205.0	LF	\$ 327,054
50.05.10.090	Install Com Innerduct - For Fiber Backbone	3,164.0	LF	\$ 17,804
50.07	50.07 SYSTEMS TESTING & COMMISSIONING - SUBTOTAL	1.0	LS	49,293
50.07.01.010	Systems Testing and Commissioning - Integration Testing	1.0	LS	\$ 49,293
50.08	50.08 SYSTEM INDIRECTS - SUBTOTAL	1.0	LS	2,850,379
50.08.01.010	Systems Indirects	16.0	MTH	\$ 2,850,379
58.08.01.020	Mobilization	1.0	LS	\$ 988,621

	ALT 90% OPCC - UTA S-LINE INDIRECT COST - SUBTOTAL	1.0	LS	5,595,321
40.08	40.08 DIRECT SUPPORT COSTS - SUBTOTAL	1.0	LS	5,595,321
40.08.08	40.08.08 COMMERCIAL COST (Bonds, Insurance, permits, Taxes & Fees) - SUBTOTAL	1.0	LS	\$ 164,759
40.08.09	40.08.09 JOB RELATED OVERHEAD - SUBTOTAL	12.0	MTH	\$ 1,215,069
40.08.10	40.08.10 OPERATIONAL SUPPORT (Safety, Quality & Survey) - SUBTOTAL	12.0	MTH	\$ 801,449
40.08.11	40.08.11 MOBILIZATION - SUBTOTAL	1.0	LS	\$ 1,955,777
40.08.13	40.08.13 CONTRACTOR CONTINGENCY - SUBTOTAL	1.0	LS	\$ 663,201
40.08.14	40.08.14 POST DESIGN ENGINEERING - SUBTOTAL	1.0	LS	\$ 235,194
40.08.40	40.08.40 TRAFFIC CONTROL - SUBTOTAL	39.0	WK	\$ 278,477
40.08.50	40.08.50 DUST CONTROL AND SWPPP - SUBTOTAL	39.0	WK	\$ 281,394

99.00	FEE - SUBTOTAL	1.0	LS	\$ 3,200,979
99.01.05	G&A	1.0	LS	\$ 1,340,354
99.01.10	CMAR Fee	1.0	LS	\$ 1,860,625

	90% OPCC - UTA S-LINE - PROJECT TOTAL	1.0	LS	23,866,561
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**Exhibit B to Phase 2 Final Design and Construction Services Amendment
Design and Construction General Conditions**

**ARTICLE 1
General**

1.1 **Cooperation.** UTA and Design-Builder 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.** Design-Builder shall perform the Work in a good and workmanlike manner, and shall use reasonable skill, care, and diligence. If the Work includes professional services, Design-Builder 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 Design-Builder 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 Design-Builder, 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.

“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.

“Design-Builder” means the entity that has entered into a contract with UTA to perform construction and other services as detailed in the Contract Documents. The Design-Builder may be referred to as a Design-Builder, PDB , or general contractor.

“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 Design-Builder’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.

“Price Proposal” is the Design-Builder's submission during the pre-construction phase which contains its open-book cost estimate, scope of work for the project, schedule, and all other backup documentation to support the price proposed to construct the project.

“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 Design-Builder 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 Design-Builder or any other Subcontractor to perform a portion of Design-Builder’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 Design-Builder, including furnishing of all services and/or equipment (including obtaining all applicable licenses and permits to be acquired by Design-Builder) in accordance with the Contract Documents.

ARTICLE 2 **Design-Builder’s Services**

2.1 General Services.

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

2.1.2 Design-Builder 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 Design-Builder’s ability to complete the Work for the Contract Price and within the Contract Time(s).

2.1.3 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, Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

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

2.2.1 Design-Builder 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 Design-Builder to complete the Work consistent with the Contract Documents. Design-Builder shall ensure that design services are performed by qualified, licensed design professionals employed by Design-Builder, or by qualified, independent licensed design consultants procured by Design-Builder.

2.2.2 Design-Builder 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, Design-Builder and UTA shall meet and confer about the submissions, with Design-Builder 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 Design-Builder 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.

2.2.3 To the extent not prohibited by the Contract Documents or Legal Requirements, and with the approval of UTA, Design-Builder 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.

2.2.4 Design-Builder 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. Design-Builder shall submit one set of approved Construction Documents to UTA prior to commencement of construction.

2.2.5 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 Design-Builder from its obligations to comply with the Contract Documents; (ii) relieve Design-Builder from its obligations with respect to the accuracy of the design submittals; or (iii) transfer any design liability from Design-Builder to UTA.

2.2.6 Upon completion of the Work, and as a condition to receiving final payment pursuant to Section 4.7, Design-Builder 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.

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

2.2.8 Once UTA has made a corresponding payment for the Work required for Design-Builder to prepare any Work Product, Design-Builder 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.

2.3 Government Approvals, Permits, and Legal Requirements.

2.3.1 Except where the Contract Documents expressly state that UTA will be responsible for a specific entitlement, Design-Builder 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. Design-Builder shall provide reasonable assistance to UTA in obtaining any permits, approvals, and licenses that the Contract Documents expressly specify to be a UTA responsibility.

2.3.2 Design-Builder 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.

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

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

2.4 Construction Services.

2.4.1 Design-Builder shall proceed with construction in accordance with the approved Construction Documents.

2.4.2 Except to the extent that the Contract Documents expressly identify UTA obligations related to the Work, Design-Builder 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 Design-Builder to complete construction of the Project consistent with the Contract Documents.

2.4.3 Design-Builder is responsible for securing the Site until UTA issues a Certificate of Substantial Completion.

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

2.4.5 Design-Builder shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Design-Builder shall take necessary precautions for the safety of, and shall provide necessary protection to prevent damage, injury or loss to the following: (i) all Design-Builder, 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. Design-Builder 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, Design-Builder shall be responsible for all additional as necessary to comply protect persons and property and comply with applicable Legal Requirements related to safety.

2.4.6 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. UTA may require Design-Builder 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.

2.4.7 Design-Builder 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.

2.4.8 Design-Builder 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, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate Design-Builders so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.4.9 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder 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, Design-Builder 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 Design-Builder shall develop a Project-specific construction quality control plan as contemplated in UTA's Quality Management Plan and Construction Quality Plan. The Design-Builder'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, Design-Builder 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 Design-Builder's plans shall be subject to UTA's review and approval.

2.5.2 Design-Builder 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. Design-Builder shall provide evidence of compliance with the Contract Documents.

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

2.5.4 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 Design-Builder from any of its obligations under the Contract Documents.

2.5.5 At any time prior to Substantial Completion, UTA may reject Work which fails to conform to the Contract Documents. Design-Builder shall, at its sole expense, promptly re-perform or correct any Work so as to conform to the requirements of the Contract. Design-Builder 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.

2.5.6 If Design-Builder fails to promptly remedy rejected Work, UTA may, without limiting or waiving any other rights or remedies it may have, self-perform (through its own forces or through other contractors) the necessary corrective action(s) and deduct all amounts so incurred from any amount then or thereafter due Design-Builder.

2.6 Design-Builder's Warranty.

2.6.1 Design-Builder 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 forgoing, Design-Builder also specifically warrants that any design, engineering or other professional services provided by Design-Builder 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. Design-Builder 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 Design-Builder becomes aware of any defect in the Work, or non-conformance with the Contract Documents, Design-Builder shall give prompt written notice of that defect or non-conformance to UTA.

2.6.3 Except as otherwise stated in the Agreement, Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder with written notice that UTA will self-perform (through its own forces or through other contractors) correction of the warranty failure at Design-Builder's expense. If UTA performs (or causes to be performed) such corrective action, UTA may collect from Design-Builder 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 Design-Builder'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 Design-Builder'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 Design-Builder's Work, Design-Builder 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 Design-Builder discovers at the Site any substance the Design-Builder reasonably believes to be a Hazardous Material, Design-Builder shall immediately stop Work in the area of the discovery and immediately report the discovery to the UTA Project Manager. UTA shall determine how to deal with the Hazardous Material, and Design-Builder shall resume Work in the area when directed to do so by the UTA Project Manager.

3.1.3 Design-Builder will be entitled to an adjustment to the Contract Price and/or Contract Time(s) to the extent Design-Builder'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 Design-Builder, its Subcontractors, or anyone for whose acts Design-Builder 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 Design-Builder's negligent performance of the Work. To the extent that Hazardous Materials are introduced and/or released at the Site by Design-Builder as described above in this Section 3.1.4, then: (i) to the fullest extent permitted by law, Design-Builder 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) shall not be entitled to an extension of Contract Price and/or Contract Time(s).

3.2 Differing Site Conditions.

3.2.1 If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment to the Contract Price and/or Contract Time(s) to the extent Design-Builder'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, Design-Builder 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. Design-Builder 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 (and attached as Exhibit A), within ten (10) Days of execution of the Agreement, Design-Builder 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 Design-Builder 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 Design-Builder's first application for payment. UTA and Design-Builder shall timely resolve any differences so as not to delay the Design-Builder's submission of its first application for payment.

4.2 Application for Payment.

4.2.1 To receive payment, Design-Builder shall submit to UTA an Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. Design-Builder 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, Design-Builder'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 Design-Builder'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 Design-Builder'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 Design-Builder upon request. UTA will not pay Design-Builder for sales taxes for exempt purchases, and such taxes should not be included in Design-Builder's Application for Payment.

4.4 UTA's Payment Obligations.

4.4.1 UTA shall pay Design-Builder 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 Design-Builder pursuant to the Contract Documents.

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

4.5 Design-Builder's Payment Obligations.

4.5.1 Design-Builder shall pay Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from UTA on account of their work. Design-Builder 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 Design-Builder 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 Design-Builder'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 Design-Builder's notice, UTA and Design-Builder 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 Design-Builder'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 Design-Builder 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 Design-Builder'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 Design-Builder 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 Design-Builder's access to the Site. UTA shall allow Design-Builder reasonable access to the Site in order for the Design-Builder to achieve Final Completion.

4.7 Final Payment.

4.7.1 When Design-Builder has achieved Final Completion of the Work, Design-Builder shall submit a Final Application for Payment. As used in the Contract Documents, "Final Completion" refers to the Design-Builder'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 Design-Builder 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. Design-Builder 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 Design-Builder 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 Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify UTA from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against UTA or Design-Builder in any such action or proceeding. Design-Builder 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, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder'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 Design-Builder 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 Design-Builder for the Work, Design-Builder 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 Design-Builder, its Subcontractors, or others for whose acts Design-Builder 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, Design-Builder shall commence to take the steps necessary to discharge said claim or lien. If Design-Builder fails to do so, UTA will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

5.3 Design-Builder's General Indemnification.

5.3.1 Design-Builder, 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 Design-Builder, 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 Design-Builder, 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, Design-Builder'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 Design-Builder, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

5.3.3 Notwithstanding anything to the contrary in this Agreement, and except for gross negligence or willful misconduct, neither Party shall be liable to the other for any indirect, special, incidental, consequential, punitive, or exemplary damages, including, without limitation, lost profits, lost revenue, loss of business opportunity, loss of goodwill, or loss of use, arising out of or relating to this Agreement, regardless of the theory of liability (contract, tort, strict liability, or otherwise), even if such Party was advised of the possibility of such damages or losses. This waiver applies to all claims and causes of action, in the aggregate.

5.4 **Risk of Loss.** Design-Builder 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.** Design-Builder 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 Design-Builder must comply. All time and schedule requirements included within the Contract Documents are of the essence. By executing the Agreement, Design-Builder 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, Design-Builder'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 Design-Builder 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 Design-Builder's right to a time extension for those events set forth in Section 6.2 above, Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder, 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 Design-Builder 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, Design-Builder shall prepare an estimate of the cost and schedule impact of the change (if any). Upon agreement between UTA and Design-Builder on the scope of the change to the Work, and the adjustment, if any, to the Contract Price and/or Contract Times, UTA and Design-Builder shall execute a written Change Order.

7.3 Constructive Changes.

7.3.1 To the extent that Design-Builder: (i) receives a written or verbal direction or proceeding from UTA that Design-Builder 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 Design-Builder a right to a Change Order under the terms of the Contract Documents, then (in either case) Design-Builder shall deliver to UTA's Project Manager written notice (hereinafter a "Potential Change Notice") within ten (10) Days after Design-Builder becomes aware of (or should have reasonably become aware) the facts and circumstances which Design-Builder believes to give rise to a Change Order.

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

7.3.3 In conjunction with the Potential Change Notice (or as soon as reasonably possible thereafter), Design-Builder 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 Design-Builder. Design-Builder 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 Design-Builder’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 Design-Builder 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 Design-Builder to proceed with specified Work while Change Order negotiations or Claim resolution discussions continue. UTA may issue a DAP at any time, and Design-Builder 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 Design-Builder 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. Design-Builder 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 Design-Builder 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 Design-Builder’s costs, including labor hours and rates, units and estimated quantities, unit prices, equipment estimates, material costs, and subcontractor costs. Design-Builder shall openly share its detailed cost estimate, material and subcontractor quotations and any other information used to compile its cost estimate.

7.6.4 Should Contractor experience a significant increase in material costs after the bid due date and prior to contract execution due to tariffs, embargos, strikes, or other factors beyond its control, it may submit a request for an economic price adjustment. The request must contain adequate and reasonable supporting documentation. There shall be no adjustment for any changes in material unit prices which would not result in a net change of at least 3 percent of the then-current total material only portion of the contract price. The aggregate of the increases in any contract price under this clause shall not exceed 10 percent of the original contract price for materials only, not labor. UTA reserves the right to combine more than one Economic Price Adjustment into a single change order.

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, Design-Builder 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, Design-Builder 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 Design-Builder 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, Design-Builder 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 Design-Builder'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. If UTA's Project Manager and Design-Builder'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 Design-Builder's management representative ("Design-Builder's Management Representative") meet at least once to attempt to resolve the Claim.

8.2.2 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.

8.2.3 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 Design-Builder 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, Design-Builder 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, Design-Builder 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. Design-Builder 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 Design-Builder, UTA may, for its convenience and without cause, elect to terminate this Agreement. In such event, UTA shall pay Design-Builder 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, Design-Builder shall be in default of its obligations under the Contract Documents if Design-Builder: (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 Design-Builder 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 Design-Builder's receipt of such notice. If Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder'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 Design-Builder (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 Design-Builder's event of default and deduct all costs so incurred from any amount then or thereafter due to Design-Builder.

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 Design-Builder (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 Design-Builder'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 Design-Builder 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, Design-Builder 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 Design-Builder. If UTA's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder 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 re-procurement and defense of claims arising from Design-Builder'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 Design-Builder 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

9.4 Bankruptcy of Design-Builder.

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

- 9.4.2 Design-Builder, its trustee or other successor, shall furnish, upon request of UTA, adequate assurance of the ability of the Design-Builder 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
- 9.4.3 Design-Builder 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 Design-Builder 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.
- 9.4.4 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

Health Insurance

10.1 Insurance Coverage for Employees.

10.1.1 If the Contract Price is \$2,000,000 or more, Design-Builder shall, prior to the effective date of the Agreement, demonstrate to UTA that Design-Builder has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Design-Builder's employees and the employee's dependents during the duration of the Contract.

10.2.1 If the Design-Builder enters into any subcontracts under the Contract Documents in an amount of \$1,000,000 or more, then Design-Builder 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 11

Miscellaneous

11.1 **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.

11.2 **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, Design-Builder or the proceeds under the Contract Documents without specific written authorization by UTA.

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

11.4 **Successors.** Design-Builder and UTA intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and permitted assigns.

11.5 **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.

11.6 **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.

11.7 **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.

11.8 **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.

11.9 **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.

11.10 **Third-Party Beneficiary Status for CRA.**

- a. Prior to any obligation of CRA to reimburse UTA for work contemplated in this Agreement, UTA will ensure that CRA is designated as a Third-Party Beneficiary in the modification to the S-Line Design-Build Agreement between UTA and Design-Builder covering the CRA Work. UTA shall require, and shall include or cause to be included in the written contract modification between UTA and its Design-Builder relating to the CRA Work and any future contract modifications relating to the CRA Work, the following express contractual provisions, provided that Design-Builder's consent shall be required for any such future modification in accordance with the terms of the Agreement:

- i. **CRA as an Intended Third-Party Beneficiary.** A provision that makes CRA an intended third-party beneficiary of the Construction and Design Services Agreement S-Line Extension and Double Tracking (PDB), Phase 1 Pre-Construction Contract (UTA Contract # 24-03849) (the “**Agreement**”) with the right to enforce the terms and conditions of the Agreement directly against Design-Builder with respect to the CRA Work to the same extent as if CRA were a signatory to the Agreement and Design-Builder the similar extent will have the same rights and defenses as UTA in addition to any other rights, which provision shall be substantially equivalent to the following:

“Notwithstanding anything to the contrary in the Agreement, the parties expressly acknowledge and agree that the Salt Lake City Community Reinvestment Agency ("CRA") is an intended third-party beneficiary of this Agreement and of Design-Builder’s services thereunder, and not merely an incidental beneficiary, solely with respect to the work described in the S-Line Extension and Double Tracking CRA Scope of Work dated September 11, 2025, as or further modified in accordance with the change order provisions of the Agreement (the “**CRA Work**”). Design-Builder expressly acknowledges that (i) Design-Builder will perform the CRA Work on or for property owned or controlled by CRA, and (ii) CRA will directly benefit from the CRA Work separately and distinctly from UTA. With respect to the CRA Work, CRA shall have **all rights and remedies afforded to UTA under the Agreement as if CRA were an original party** to the Agreement, including, without limitation, the right to enforce Design-Builder’s obligations with respect to the CRA Work directly against Design-Builder; provided, however, that (a) CRA's rights and remedies shall be limited solely to matters relating to the CRA Work and shall not extend to any other portions of the Agreement or the Project, (b) CRA shall have no obligation to perform any of UTA's obligations under the Agreement, and (c) Design-Builder's total liability to CRA and UTA combined with respect to the CRA Work shall not exceed Design-Builder's liability limits under the Agreement for such work.

- ii. **CRA To Be an Additional Insured.** A provision that requires Design-Builder to include CRA as an additional insured on all applicable insurance policies a required under the Agreement to the extent such policies provide coverage for the CRA Work, and to provide CRA with reasonable evidence of such coverage, including copies of certificates of insurance and relevant endorsements, in a form reasonably to the extent required under the Prime Contract. Design-Builder's obligation to name CRA as an additional insured shall be to the same extent required under the Prime Contract and subject to the availability of such coverage at commercially reasonable rates and the approval of Design-Builder's insurance carriers.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 4/8/2026

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Nichol Bourdeaux, Chief Planning and Engagement Officer
PRESENTER(S): Hal Johnson, Innovative Mobility Solutions Director

TITLE:

Revenue Contract: Ratification of Master Transit Agreement and Service Order 1 Between Utah Transit Authority and Utah County for Operation of Enhanced Transit Service in Utah County

AGENDA ITEM TYPE:

Non-Procurement Agreement

RECOMMENDATION:

Ratify the Master Transit Agreement No. 26-P00545 and Service Order 1 with Utah County to provide enhanced transit services in Utah County.

BACKGROUND:

Currently, Utah County faces rising transportation demands due to rapid growth in population and employment. To address this, both parties are focused on creating better transit options that connect to the existing regional network, provide an alternative to driving, and support the area's economic growth. Utah County desire to sponsor additional transit services using available funding from county option sales and use tax.

Utah County and UTA are working together to improve local transit. On March 11, 2026, UTA Board of Trustees authorized the resolution amending the 2026 Operating Budget (R2026-03-04). This amendment added sufficient funding and spending authority to the Operating Budget for expanded microtransit service in Utah County in 2026, as outlined in the Cooperative Agreement.

UDOT may also contribute funding to support microtransit in northern Utah County, but details are still being worked out.

DISCUSSION:

Utah County and UTA are establishing this twenty-year master agreement and five-year service order to define

their shared goals and provide UTA On Demand service in Eagle Mountain, Saratoga Springs, Lehi, and American Fork in northern Utah County. Service Order 1 (included as Attachment 1 to the master agreement) secures the 2026 funding structure needed to launch these new transit services for the community in August of this year. The service order also outlines projected costs and reimbursement amounts for future years of service through 2030. This non-procurement agreement is fully executed and now requires ratification by the UTA Board.

CONTRACT SUMMARY:

Contractor Name:	Utah County
Contract Number:	26-P00545
Base Contract Effective Dates:	April 8, 2026 - December 31, 2030 (Service Order 1)
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$16,177,766.82 (estimated revenue over 5 years)
Procurement Method:	N/A
Budget Authority:	2026 Approved Operating Budget

ALTERNATIVES:

Without the agreement, these service expansions will be delayed until they can be absorbed into the regular operating budget or alternative funding becomes available.

FISCAL IMPACT:

Revenue funds for 2026 have been included in the 2026 Operating Budget. This five-year sponsored service agreement has a total contract value of approximately \$16.2 million. Utah County will reimburse UTA on a monthly basis for their zone’s service expenses and support fees, while UTA will pay the contracted service provider directly through the Planning & Engagement budget (6550.050353).

- 2026 Tentative Operating Budget and Utah County contribution: \$1,443,129.19
- 2027 Financial Plan: \$3,174,884.21
- 2028 Financial Plan: \$3,492,372.63
- 2029 Financial Plan: \$3,841,609.90
- 2030 Financial Plan: \$4,225,770.899

Total 5-Year Contract Value: \$16,177,766.82 (estimated revenue)

ATTACHMENTS:

- Revenue Contract: Ratification of Master Transit Agreement and Service Order 1 Between Utah Transit Authority and Utah County for Operation of Enhanced Transit Service in Utah County
-

**MASTER TRANSIT AGREEMENT
BETWEEN UTAH TRANSIT AUTHORITY AND UTAH COUNTY
FOR OPERATION OF ENHANCED TRANSIT SERVICE IN UTAH COUNTY**

THIS MASTER TRANSIT AGREEMENT (“MTA”) is made and entered into by and between Utah County (“County”) and Utah Transit Authority (“UTA”). Collectively, these entities are sometimes referred to in this MTA as the (“Parties”).

RECITALS

WHEREAS, County and UTA agree to collaborate in the creation of increased transit opportunities in Utah County to promote economic growth, provide transit service that serves as an attractive alternative to driving, ensure connectivity with planned and existing regional transit systems, and address transportation demands associated with population and employment growth in Utah County; and

WHEREAS, County and UTA are desirous to enter into a MTA which outlines the purpose, goals, and points of agreement for the provision of transit service for Utah County; and

WHEREAS, UTA currently manages the successful operation of several modes of transit service, bus, rail, bus rapid transit, and on demand transit. On Demand transit provides first and last mile transit service in various regions of its transit district; and

WHEREAS, UTA has contracts in place for contracted transit services; and is conducting procurement for a new innovative mobility transportation provider that will be able to provide multiple modes of first and last mile transit service; and

WHEREAS, UTA will provide the type of transit service which the County and UTA mutually agree best serves the needs of County residents; and

WHEREAS, UTA will be authorized to provide transit services through the execution of service orders under this MTA which will contain a description of the details of the specific type of service, frequency, area served, pricing and other pertinent details.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the Parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1) TERM. The effective date of this MTA shall commence upon the execution of this agreement and remain in full force and effect for a period of 20 years from issuance of Service Order No. 1, unless terminated early under Paragraph 6 below.
- 2) SERVICE ORDERS.
 - a) Service Orders shall be authorized and issued using the format contained at Attachment 1. Each Service Order shall contain a detailed description of the mode of service, frequency of service, area of coverage, pricing details, and term of service. The County incurs no reimbursement obligation until a specific Service Order is executed by both Parties. Upon execution, UTA is authorized to direct its Master Service Provider (MSP) to provide service as described in the authorized Service Order. Service orders are intended to have a 5-year term subject to negotiation at the time of issuance. The parties will meet quarterly with UDOT and the vendor to review service performance and service quality. The parties can modify a service order through issuance of a change order if deemed necessary.
 - b) UTA shall invoice the County on a monthly basis as detailed in the Service Orders and the County shall provide payment within 30 days of receipt of invoice. The County shall have the right to review invoices for accuracy prior to making payment.

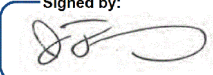
- 3) **MANAGEMENT OF THE WORK.** UTA shall manage all day-to-day service delivery and interactions with vendors. County shall have the right to closely coordinate with UTA's Program Manager regarding the day-to-day services provided as noted in the service order. County may participate in regular service delivery and marketing discussions at its discretion. In addition, UTA and/or its vendors shall provide monthly reporting and service data regarding service performance.
- 4) **SERVICE BRANDING.** UTA and County will collaborate on the branding of the service including incorporating the County's logo with the service. Branding will note that the service is sponsored and operated as a partnership. In general, all service names and branding should align with UTA's existing microtransit branding in an effort to maintain existing UTA brand recognition and awareness of on-demand public transit services.
- 5) **CUSTOMER SERVICE.** UTA and the vendor shall provide joint customer service activities in connection with the services provided under this MTA.
- 6) **TERMINATION.** A Party may terminate this Agreement only at the conclusion of a performance year (defined as August change day to subsequent August change day) with 60 days advance written notice. Termination of this MTA will also terminate all Service Orders issued hereunder. Individual Service Orders may be terminated upon 60 days' advanced written notice which shall not affect the overall term of the MTA. The Parties may terminate by mutual agreement as desired.
- 7) **LIABILITY AND INDEMNIFICATION.** County and UTA are governmental entities under the Utah Governmental Immunity Act. Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officers, employees, contractors, or


subcontractors and shall indemnify the other Party from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. None of the parties waive any defenses otherwise available nor does any party waive any limits of liability provided by the Act. The obligations under this provision shall survive any termination or expiration of this Agreement.


- 8) NO LEGAL ENTITY. Nothing in this MTA shall be construed to create a partnership, joint venture, Interlocal cooperative agreement, or any type of employment relationship.
- 9) INSURANCE. Both UTA and the County are responsible for providing their own insurance as each Party sees fit; UTA shall require vendors to carry reasonable and adequate levels of liability insurance and to indemnify County and UTA from liability for all damages or injury caused by the negligent acts of MSP or its employees, agents, or independent contractors.
- 10) GRAMA. Both UTA and the County are subject to the Utah Government Records Access and Management Act (UCA 63G-2-101 et seq) and will abide by its terms.
- 11) FORCE MAJEURE. Non-performance by either Party under this Agreement shall be excused to the extent that such non-performance was caused by circumstances beyond the control of and without the fault of negligence of the non-performing Party including but not limited to Acts of God, pandemics, earthquakes, floods, war, riots, etc.
- 12) ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties, and no other promises or understandings, express or implied, shall be binding upon the parties. No amendment to this MTA shall be effective unless made in writing and signed by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Master Transit Agreement to be executed as of this 4th day of March 2026.

UTAH TRANSIT AUTHORITY

Signed by:

3A24FF46AD114EB...
JAY FOX
Executive Director

Signed by:

0A156242BA68409...
NICHOL BOURDEAUX
Chief Planning and Engagement Officer

DocuSigned by:

70E33A415BA44F6...
MIKE BELL
Assistant Attorney General
UTA Counsel

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

Signed by:

659A934B495A4BC...
SKYLER BELTRAN, Chair

ATTEST:
AARON R. DAVIDSON
Utah County Clerk

Signed by:

9D992F0F25144C0...
Deputy Clerk



APPROVED AS TO FORM AND
LEGALITY: JEFFREY S. GRAY
Utah County Attorney

Signed by:

D44AEF6893704DE...
Deputy Utah County Attorney

ATTACHMENT 1: SERVICE ORDER 1

**SERVICE ORDER NO. 1 UNDER THE
MASTER TRANSIT AGREEMENT**

**UTA ON DEMAND – NORTHERN UTAH COUNTY SERVICE AREA
APRIL 1, 2026**

THIS FIRST SERVICE ORDER TO THE MASTER TRANSIT AGREEMENT (“Service Order 1”) is by and between Utah County (“County”) and Utah Transit Authority (“UTA”). Collectively, these entities are sometimes referred to in this Agreement as the (“Parties”).

WHEREAS, the first service will be an Innovative Mobility Zone (IMZ) for Northern Utah County;

WHEREAS, Utah County is willing to reimburse UTA for the cost of providing first and last mile transit service for the western portion of Utah County known as Innovative Mobility Zone as depicted in Exhibit B.

WHEREAS, Utah County has funding available through the county option sales and use tax authorized under Utah Code 59-12-2220, commonly referred to as the fifth 1/5 sales tax, to support this service.

NOW THEREFORE, in consideration of the mutual covenants and promises of the Parties and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. SCOPE OF SERVICE ORDER As a first action the Parties agree to collaborate for the provision of first and last mile transit services in the geographic area of Western Utah County as noted on the attached map in Exhibit B. UTA shall be solely responsible for managing the contract with its commercial third-party service providers The County shall reimburse UTA

for Operational Expenses, Fueling and Charging Expenses (if applicable), and Incremental Expenses attributable to the service as noted herein. The parties agree to the following Scope of Services. Upon mutual agreement, the Parties may agree to subsequent modifications during the term of this Agreement.

- a. COVERAGE AREA: The zone covers approximately 77.2 square miles in Northern Utah County, Utah, as shown in Exhibit B.
- b. SERVICE DAYS/HOURS: The zone operating hours shall be Monday through Saturday, from 6:00 a.m. to 9:00 p.m.
- c. MODE OF SERVICE: UTA On Demand.
- d. SPECIAL PROVISIONS:
 - i) Distance Limitations: UTA reserves the right to implement distance caps to regulate travel mileage per trip. Such limitations are intended to optimize service efficiency based on parameters established at UTA's sole discretion. The initial distance cap for this zone is set at 6 miles, with an exception for trips originating from or terminating at a FrontRunner station.
 - ii) Service Routing and Brokerage: UTA may, at its sole discretion and according to its established operational parameters, direct specific ride requests to third-party brokered Transportation Network Companies (TNCs).

2. TERM AND DURATION. This Service Order is effective as of April 1, 2026 (the "Effective Date"). The performance of services shall commence on August 16, 2026 (the "Launch Date"), or such other date as the Parties may mutually establish in writing. This Service Order shall extend for a total duration of 60 months unless terminated earlier as described in the MTA. The Parties acknowledge that this Service Order will span two separate vendor service orders

issued under an existing and a follow-on contract. The service provided should, however, be seamless.

3. PRICING: The amount specified in Exhibit A.
4. CONSIDERATION. The County will reimburse UTA for MSP Operational Expenses, Fueling and Charging Expenses (if applicable), and Incremental Expenses attributable to the services provided with the first service order for Northern Utah County On Demand transit service. The parties will evaluate the KPIs for the service annually and determine if service changes or additional service is needed.
 - a. MSP Operational Expenses shall include all costs directly associated with the following activities and as provided by the vendor which generally include, but are not limited to:
 - Startup Costs,
 - Service Delivery and Operations,
 - Driver Pay,
 - Vehicle Rental Costs,
 - Performance Monitoring and Reporting,
 - Technology Fees & Dedicated IT Operations,
 - Customer Service Support. The vendor customer service costs shall be included in the vendor Operational Expenses. UTA customer service costs shall be included as part of the UTA Operations Support fee. Specific activities shall be undertaken by both UTA and the vendor at UTA's direction.
 - Project Management and Operations Support, and
 - Other Directly Related Operating Costs as developed by the Parties and contained within the Scope of Services,

Reimbursement by the County for vendor Operational Expenses shall be based on actual expenses incurred by the vendor and include a UTA Operations Support fee of 5% above the vendor-invoiced amounts (see Exhibit C for a list of UTA's Operations Support Activities).

b. Fueling and Charging Expenses shall include all costs directly associated with the following activities which include:

- Fuel charges incurred by UTA or vendor.
- Electric vehicle charges incurred by UTA or vendor, if applicable.

Reimbursements by the County for Fueling and Charging Expenses shall be limited to actual expenses incurred by UTA or the vendor and include a UTA Operations Support fee of 5% above the actual expense.

5. OPTIONAL INCREMENTAL EXPENSES. Incremental Expenses shall include all costs directly associated with the following activities which generally include, but are not limited to:

- Marketing and Promotions. Limited to a maximum of \$20,000 per year.
- Other Directly Related Costs as determined by UTA and County.

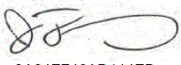
Reimbursements by the County for Incremental Expenses shall be limited to actual expenses incurred by UTA or the vendor in support of the County's Scope of Services under authorized Service Orders.

- a. The County shall only reimburse UTA for Incremental Expenses that it has approved, and such expenses will not include an additional UTA Operations Support fee.
- b. **MARKETING & PROMOTION.** UTA shall manage marketing and promotion activities in collaboration with the County. Specific activities shall be undertaken by both UTA and the vendor at UTA's direction. The County is also free to undertake its own marketing activities at its own expense after coordination with UTA. UTA and the County will develop a marketing plan for the service. UTA and the MSP marketing and promotion expenses incurred in partnership with the County shall be reimbursed by the County.


6. FARE REVENUE. In addition to the expenses addressed above, UTA shall be entitled to retain all fares collected for services provided to the County.
7. All terms and conditions of the Master Transit Agreement shall apply to this Service Order where not otherwise superseded by the terms of the Service Order.

IN WITNESS WHEREOF, the Parties have caused this SERVICE ORDER NO. 1 to be executed as of this 4th day of March 2026.


UTAH TRANSIT AUTHORITY

Signed by: 

 3A24FF46AD114EB...
JAY FOX
 Executive Director

Signed by: 

 0A156242BA68409...
NICHOL BOURDEAUX
 Chief Planning and Engagement Officer

DocuSigned by: 

 70E33A415BA44F6...
MIKE BELL
 Assistant Attorney General
 UTA Counsel

BOARD OF COUNTY COMMISSIONERS
 UTAH COUNTY, UTAH

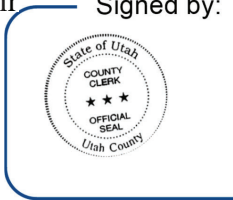
Signed by: 

 659A934B495A4BC...
SKYLER BELTRAN, Chair


ATTEST:
AARON R. DAVIDSON
 Utah County Clerk

Signed by: 

 9D992F0F25144C0...
JOLYNN CLEGG
 Deputy Clerk



APPROVED AS TO FORM AND
 LEGALITY: **JEFFREY S. GRAY**
 Utah County Attorney

Signed by: 

 D44AEF6893704DE...
JEFFREY S. GRAY
 Deputy Utah County Attorney

EXHIBIT A
Utah County Service Order 1
VENDOR PRICING PER MODE OF SERVICE

Innovative Mobility Zone (Sponsored By)	Base Cost Est. 2026	Year 1 2026 partial year	Year 2 2027	Year 3* 2028	Year 4* 2029	Year 5* 2030
(UDOT)	\$962,086	\$481,043.06	\$1,058,294.74	\$1,164,124.21	\$1,280,536.63	\$1,408,590.30
(Utah Co)	\$2,886,258	\$1,443,129.19	\$3,174,884.21	\$3,492,372.63	\$3,841,609.90	\$4,225,770.89
Total		\$1,924,172.25	\$4,233,178.95	\$4,656,496.85	\$5,122,146.53	\$5,634,361.18
GL Date		1/14/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030
				*Years 3, 4, and 5 are subject to a new vendor contract.		

The pricing table represents a maximum agreed cost for budgeting purposes. Partner split will be based on trip origins. Partners will only be billed for actual costs. UTA will meet with Utah County and UDOT quarterly to review service quality and performance.

EXHIBIT B Utah County Service Order 1

Utah County Microtransit

Overview of Zones

Two Zones:

1. Lehi + NE/SE Utah County
2. Eagle Mountain + Saratoga Springs

Recommendations:

- Distance cap (~6 mile recommended to allow all riders to connect to transit)
- No adjustments to current TNC overflow logic

Fleet: 50% of fleet is WAV

Service Hours: Mon - Sat, 6AM - 9PM

[Remix Link](#)

Utah County IMZ

This map shows the geographic area of the Utah County IMZ. A purple shaded region covers the Lehi, Saratoga Springs, and American Fork areas, including the Lehi FrontRunner Station and American Fork FrontRunner Station. A blue shaded region covers the Eagle Mountain and Saratoga Springs areas. Other labeled locations include Alpine, Highland, Pleasant Grove, Vineyard, Orem, and the Lone Peak and Mount Timpani Wilderness areas. A 2-mile scale bar and north arrow are provided.

○ Lehi FrontRunner Station Service Area

○ Northern Utah County zone

🚏 FrontRunner Stations

This detailed map shows the service zones and routes. A purple line connects the Lehi FrontRunner Station and the American Fork FrontRunner Station. A blue shaded area represents the Northern Utah County zone, which includes Saratoga Springs and Eagle Mountain. A purple shaded area represents the Lehi FrontRunner Station Service Area. A 6-mile distance cap is indicated by a black box. Other labeled locations include Alpine, Highland, Pleasant Grove, Vineyard, Orem, and Fairfield. A 2-mile scale bar and north arrow are provided.

© mapbox remix © Mapbox © OpenStreetMap

EXHIBIT C
Utah County Service Order 1
UTA PLANNED OPERATIONS SUPPORT ACTIVITIES

Planning & Engagement and Innovative Mobility Solutions

- Strategic planning, program development, operations support
- Contract management
- Financial management
- Marketing and communications support
- Service iterations: Service delivery, fare integration, Transit app integration, etc.
- Data gathering, service evaluation and reporting
- Customer surveys and feedback
- Stakeholder communications
- Technology integrations and support
- Community Engagement
- Customer Experience: Wayfinding and signage
- Customer Education: Travel training

Marketing and Communications

- Development of marketing and communications strategies
- Content development and production
- Consultant management and support
- Website development and management
- Media and press events
- Stakeholder communications support
- Promotions and public engagement

Customer Service

- Customer service calls, support, and service information
- Customer comment investigation and support
- Escalation resolution

Fares

- Credit card and debit card fare collections
- Electronic fare collections, app integrations, and support

Other

- Accounting: Accounts payable support
- Legal: Contract development and management support
- Finance: Financial management and support
- Purchasing: Procurement and contract support

- Civil Rights: Compliance
- ADA Compliance
- System monitoring
- Safety protocols and safety procedures
- National Transit Database (NTD) reporting
- Federal Transit Administration (FTA) Compliance



Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 4/8/2026

TO: Board of Trustees
FROM: Andres Colman, Chief Operations Officer
PRESENTER(S): Kevin Anderson, Director of Maintenance Support
Guy Miner, Facilities Maintenance Manager

TITLE:

Contract: Lawn Care and Landscape Maintenance (Roth Landscape Services, LLC)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute contract 26-040352 and associated disbursements with Roth Landscape Services, LLC for the estimated price amount of \$760,258.97 for five (5) years for lawn care and landscape maintenance.

BACKGROUND:

Seasonal landscape management is critical to the overall professional appearance of all UTA properties, for maintaining the value of UTA real assets and for providing a safe and pleasant environment for employees and ridership.

On June 25, 2025, the Board approved contract 25-03950 for five years and for similar services. However, that agreement was terminated in October of 2025 because the contractor was not able to adequately meet the conditions of the contract.

DISCUSSION:

This procurement was completed as a Request for Proposal (RFP) and resulted in contracts between Utah Transit Authority (UTA) and three separate awardees (Acer Landscape, Roth Landscape Services, LLC, and Yard Master, Inc.).

The scope of the Roth Landscape Services, LLC, contract includes thirty-two (32) UTA property locations within Downtown Salt Lake City, Blue Line properties, Red Line properties, and Utah County to be maintained and serviced. Regular landscape maintenance of our properties will include mowing, trimming, fertilizing, vegetation management, and weed control.

CONTRACT SUMMARY:

Contractor Name	Roth Landscape Services, LLC
Contract Number	26-040352
Contract Start/End Dates	Effective after last signature - April 15, 2031
Total Contract Value	\$760,258.97
Procurement Method	RFP
Budget Authority	Approved 2026 Operations budget

ALTERNATIVES

There are no viable options for this service, unless UTA were to increase its Facilities' staff to perform services in-house.

FISCAL IMPACT:

Each of these contracts will be for five (5) years to commence upon approval and will expire when all services have been received - approximately April 15, 2031. The combined pricing for all three (3) contracts is estimated at \$1,067,727.03 over a five (5) year period.

The pricing presented on each contract are estimates only based on UTA's best estimate for forecast usage over a five (5) year period.

Contract / Supplier	Yr1 (2026) 8mo	Yr2 (2027)	Yr3 (2028)	Yr4 (2029)	Yr5 (2030)	Yr5 (2031) 4 mo	Total over 5yr period
26-040351 Acer Landscape	\$5,353.23	\$8,190.45	\$8,354.26	\$8,521.34	\$8,691.77	\$2,676.62	\$41,787.66
26-040352 Roth Landscape	\$97,120.47	\$148,606.02	\$151,959.20	\$155,299.22	\$158,713.83	\$48,560.23	\$760,258.97
26-040353 Yard Masters	\$33,720.67	\$51,717.40	\$52,895.00	\$54,472.00	\$56,015.00	\$16,860.33	\$265,680.40
Annual Total	\$136,194.37	\$208,513.87	\$213,208.46	\$218,292.56	\$223,420.60	\$68,097.18	\$1,067,727.03

The 2026 approved operating budget includes \$97,120.47 for lawn care and landscape maintenance. All funds will come from the approved 2026 Contract Services operating expense line in the Department of Facilities annual yearly budget 3800.50353.91 with future requests for years to 2027-2031 as follows:

- 2026 Contract Total: \$97,120.47 (Remaining 8 months 2026)
- 2027 Contract Total: \$148,606.02
- 2028 Contract Total: \$151,959.20
- 2029 Contract Total: \$155,299.22
- 2030 Contract Total: \$158,713.83
- 2031 Contract Total: \$48,560.23 (4 months - Through April 15, 2031)

Total Contract Value: \$760,258.97

Total Contract Pool Value: \$1,067,727.03

ATTACHMENTS:

- Contract: Lawn Care and Landscape Maintenance (Roth Landscape Services, LLC)

GOODS AND SERVICES SUPPLY AGREEMENT

UTA CONTRACT # 26-040352
Lawn Care and Landscape Maintenance

THIS GOODS AND NON-PROFESSIONAL SERVICES SUPPLY AGREEMENT (“Contract”) is entered into and made effective as of the date of last signature below. (“Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and Roth Landscape Services, LLC, a Limited Liability Company located at 12717 S 125 E, Draper, UT 84020 (the “Contractor”).

RECITALS

WHEREAS, on January 14, 2026, UTA received competitive proposals to provide Lawn Care and Landscape Maintenance services and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation (the “Goods and Services”) according to the terms, conditions and specifications prepared by UTA in 26-04035BCM (the “RFP”); and

WHEREAS, UTA wishes to procure the Goods and Services according to the terms, conditions and specifications listed in the RFP (as subsequently amended through negotiation by the parties); and

WHEREAS, the Roth Landscape Services’ Technical and Price proposals submitted on February 12, 2026 by the Contractor in response to the RFP (“Contractor’s Proposal) was deemed to be the most advantageous to UTA; and

WHEREAS, Contractor is willing to furnish the Goods and Services according to the terms, conditions and specifications of the Contract.

AGREEMENT

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

1. **GOOD AND SERVICES TO BE PROVIDED BY CONTRACTOR**

Contractor hereby agrees to furnish and deliver the Goods and/or Services in accordance with the Contract as described in Exhibit A (Statement of Work or Services) (including performing any installation, testing commissioning and other Services described in the Contract).

2. **TERM**

This Contract will be Firm Fixed Price and performance will commence upon the last signature date page (pg. #17) and will continue for a period of five (5) years expiring approximately April

15, 2031. The Contract may be further extended if the Contractor and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Contractor under the Contract shall at all times be subject to and conditioned upon the provisions of the Contract.

3. **COMPENSATION AND FEES**

UTA shall pay Contractor in accordance with the payment milestones or other terms described in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be invoiced after the Goods have been delivered and the Services have been performed. In no event shall advance payments be made.

4. **INCORPORATED DOCUMENTS**

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

5. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

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

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

6. **LAWS AND REGULATIONS**

Contractor and any and all Goods and/or Services furnished under the Contract will comply fully with all applicable Federal and State laws and regulations, including those related to safety and environmental protection. Contractor shall also comply with all applicable licensure and certification requirements.

7. INSPECTION, DELIVERY AND TRANSFER OF TITLE

- a. Upon UTA's request, UTA's representative shall be provided access to Contractor's facilities to obtain information on production progress and to make inspections during the manufacturing or assembly process. Contractor will make reasonable efforts to obtain, for UTA, access to subcontractor facilities for the purposes described above. If the specifications include pre-shipment inspection requirements, Goods shall not be shipped until UTA or its designee has inspected the Goods, and authorized Contractor to proceed with the shipment.
- b. Delivery of the Goods is a substantial and material consideration under the Contract. Unless otherwise specifically set forth in the pricing schedule: (i) Contractor shall be solely responsible for the delivery of the Goods FOB to the delivery point specified in the Contract (or otherwise designated by UTA) and all costs related thereto are included in the pricing; and (ii) Contractor shall retain all liabilities and risk of loss with respect to the Goods until the Goods are delivered to, and accepted by, UTA.
- c. After delivery, the Goods shall be subject to inspection, testing and acceptance by UTA, including any testing or commissioning process described in the specifications. UTA shall have the right to reject any Goods or Services that are defective or do not conform to the specifications or other Contract requirements. Goods or Services rejected shall be replaced, repaired or re-performed so as to conform to the Contract (and to UTA's reasonable satisfaction). If Contractor is unable or refuses to correct such Goods within a time deemed reasonable by UTA, then UTA may cancel the order in whole or in part. Any inspection and testing performed by UTA shall be solely for the benefit of UTA. Neither UTA's inspection of the production processes, production progress and/or Goods or Services (nor its failure to inspect) shall relieve Contractor of its obligations to fulfill the requirements of the Contract, or be construed as acceptance by UTA.
- d. Contractor warrants that title to all Goods covered by an invoice for payment will pass to UTA no later than the time of payment. Contractor further warrants that upon submittal of an invoice for payment, all Goods and/or Services for which invoices for payment have been previously issued and payments received from UTA shall be free and clear of liens, claims, security interests or encumbrances in favor of Contractor or any subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided equipment, materials, and labor related to the equipment and/or work for which payment is being requested.

8. INVOICING PROCEDURES

- a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
 - i. Contractor Name
 - ii. Unique Invoice Number
 - iii. PO Number
 - iv. Invoice Date
 - v. Detailed Description of Charges
 - vi. Total Dollar Amount Due

b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to ap@rideuta.com . Invoices not submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA’s accounting department.

c. Invoices must include a unique invoice number, UTA’s Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to ap@rideuta.com.

9. **WARRANTY OF GOODS AND SERVICES**

- a. Contractor warrants that all Goods (including hardware, firmware, and/or software products that it licenses) and Services shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further warrants that all Goods and Services shall be of the quality specified, or of the best grade if no quality is specified, and, unless otherwise provided in the Contract, will be new, and free from defects in design, materials and workmanship.
- b. Contractor warrants that all Goods and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.
- c. At any time for a period of one (1) year from the date that all Goods have been delivered and all Services have been performed in accordance with the Contract, Contractor shall at its own expense promptly repair, replace and/or re-perform any Goods or Services that are defective or in any way fail to conform to the Contract requirements.
- d. If Contractor fails to promptly make any repair, replacement or re-performance as required herein, UTA may conduct the necessary remedial work at Contractor’s expense. Contractor cannot void the warranty for repair, replacement or re-performance performed under these circumstances. Provided that such repair, replacement or re-performance is conducted in a reasonable manner and with workmanship and care consistent with industry standards, Contractor shall reimburse UTA for the cost of any warranty repair, replacement or re-performance self-performed by UTA.
- e. The foregoing warranties are not intended as a limitation, but are in addition to all other express warranties set forth in the Contract and such other warranties as are implied by law, custom, and usage of trade. Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to the Contract unless otherwise specified and mutually agreed upon elsewhere in the Contract. In general, Contractor warrants that: (1) the Good will do what the salesperson said it would do, (2) the Good will live up to all specific claims that the manufacturer makes in their advertisements, (3) the Goods will be suitable for the ordinary purposes for which such items are used, (4) the Goods will be suitable for any special purposes that UTA has relied on Contractor’s skill or judgment to consider when it advised UTA about the Good, (5) the Goods have been properly designed and

manufactured, and (6) the Goods are free of significant defects or unusual problems about which UTA has not been warned. Nothing in this warranty will be construed to limit any rights or remedies UTA may otherwise have under the Contract.

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

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

11. **GENERAL INDEMNIFICATION**

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

12. **INSURANCE REQUIREMENTS**

Standard Insurance Requirements

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

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage

with limits of liability not less than those Stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

1. Commercial General Liability – Occurrence Form

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

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

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

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident \$100,000

Disease – Each Employee \$100,000

Disease – Policy Limit \$500,000

- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under UCA 34A-2-103, AND when such contractor or subcontractor executes the appropriate waiver form.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be

endorsed to include, the following provisions:

1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the consultant's assessment of the exposure for this contract; for their own protection and the protection of UTA.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).
- D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE: Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

- F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less

than \$1,000,000 per occurrence / \$2,000,000 aggregate. Sub-contractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-contractor policies.

- G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the UTA Legal Services, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

13. **OTHER INDEMNITIES**

- a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all claims of any kind or nature whatsoever on account of infringement relating to Contractor's performance under the Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any Good or Service is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under the Contract, Contractor shall, at its expense and through mutual agreement between UTA and Contractor, either procure for UTA any necessary intellectual property rights, or modify Contractor's Goods and Services such that the claimed infringement is eliminated.
- b. Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or claims made or filed against UTA on account of any Goods or Services furnished by subcontractors of any tier; and (ii) keep UTA property free and clear of all liens or claims arising in conjunction with any Goods or Services furnished under the Contract by Contractor or its subcontractors of any tier. If any lien arising out of the Contract is filed in conjunction with any Goods or Services furnished under the Contract, Contractor, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.
- c. Contractor will defend, indemnify and hold UTA, its officers, agents and employees harmless from liability of any kind or nature, arising from Contractor's use of any copyrighted or un-copyrighted composition, trade secret, patented or un-patented invention, article or appliance furnished or used in the performance of the Contract.

14. **INDEPENDENT CONTRACTOR**

The parties agree that Contractor, in the carrying out of its duties hereunder, is an independent contractor and that neither Contractor nor any of its employees is or are agents, servants or employees of UTA. Neither Contractor nor any of Contractor's employees shall be eligible for any workers compensation insurance, pension, health coverage, or fringe benefits which apply to UTA's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by UTA on behalf of Contractor or the employees of Contractor. Contractor acknowledges that it shall be solely responsible for payment of all payrolls, income and other taxes generally applicable to independent contractors.

15. **STANDARD OF CARE.**

Contractor shall perform any Services to be provided under the Contract in a good and workmanlike manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated independent contractors (including, as applicable, professional standards of care).

16. **USE OF SUBCONTRACTORS**

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

17. **CONTRACTOR SAFETY COMPLIANCE**

Contractor, including its employees, subcontractors, authorized agents, and representatives, shall comply with all UTA and industry safety standards, NATE, OSHA, EPA and all other State and Federal regulations, rules and guidelines pertaining to safety and environmental management, and will be solely responsible for any fines, citations or penalties it may receive or cause UTA to receive pursuant to this Contract. Each employee, contractor and subcontractor must be trained in UTA environmental and Safety Management principles. Contractor acknowledges that its Goods and Services might affect UTA's environmental obligations. A partial list of activities, products or Services deemed as have a potential environmental effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity*

Checklist. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

18. **ENVIRONMENTAL RESPONSIBILITY**

Contractor acknowledges that its Goods and/or Services might affect UTA's ability to maintain environmental obligations. A partial list of activities, products or Services deemed as have a potential environmental effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

19. **ASSIGNMENT OF CONTRACT**

Contractor shall not assign any of its rights or responsibilities, nor delegate its obligations, under this Contract or any part hereof without the prior written consent of UTA, and any attempted transfer in violation of this restriction shall be void.

20. **SUSPENSION OF WORK**

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

21. **TERMINATION**

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

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

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

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

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

22. **CHANGES**

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

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

change.

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

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

- d. As soon as practicable, but in no event longer than 30 days after providing notice, Consultant must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Consultant's entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 20 of this Contract.

23. **INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS**

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

24. **FINDINGS CONFIDENTIAL**

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

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

a. It is hereby agreed that the following information is not considered to be confidential:

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

25. **PUBLIC INFORMATION.**

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

26. **PROJECT MANAGER**

UTA's Project Manager for the Contract is Johnny Johnson, or designee. All questions and correspondence relating to the technical aspects of the Contract should be directed to UTA's Project Manager at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-3051.

27. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Brent Miller, or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Grants & Contracts Administrator at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-3009.

28. **CONFLICT OF INTEREST**

Contractor represents that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of UTA to secure favorable treatment with respect to being awarded the Contract. No member, officer, or employee of UTA during their

tenure or one year thereafter shall have any interest, direct or indirect, in the Contract or the proceeds thereof.

29. NOTICES OR DEMANDS

a. Any and all notices, demands or other communications required hereunder to be given by one party to the other shall be given in writing and may be electronically delivered , personally delivered, mailed by US Mail, postage prepaid, or sent by overnight courier service and addressed to such party as follows:

If to UTA:
 Utah Transit Authority
 ATTN: Contract Administrator
 669 West 200 South
 Salt Lake City, UT 84101
brmiller@rideuta.com

If to Contractor:
 Roth Landscape Services, LLC
 ATTN: Dayton Roth
 12717 S 125 E
 Draper, UT 84020
dayton@rothlandscape.com

b. Either party may change the address at which such party desires to receive written notice of such change to any other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

30. CLAIMS/DISPUTE RESOLUTION

- a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 20. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.
- b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.
- c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.
- d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

Level of Authority	Time Limit
UTA’s Project Manager/Contractor’s Project Manager	Five calendar days
UTA’s Contract Administrator/Contractor’s Javier Gonzalez	Five calendar days
UTA’s Facilities Manager/Contractor’s Dayton Roth	Five calendar days

Unless otherwise directed by UTA’s Project Manager, Contractor shall diligently continue

performance under this Contract while matters in dispute are being resolved.

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

31. **GOVERNING LAW**

The validity, interpretation and performance of the Contract shall be governed by the laws of the State of Utah, without regard to its law on the conflict of laws. Any dispute arising out of the Contract that cannot be solved to the mutual agreement of the parties shall be brought in a court of competent jurisdiction in Salt Lake County, State of Utah. Contractor consents to the jurisdiction of such courts.

32. **COSTS AND ATTORNEY FEES.**

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

33. **SEVERABILITY**

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

34. **AMENDMENTS**

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

35. **FORCE MAJEURE**

Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which are beyond that party's reasonable control. This also includes cost increases due solely to Governmental Action such as unanticipated tariffs, duties or changes in law. UTA may terminate the Contract after determining that such cost increase, delay or default will reasonably prevent successful performance of the Contract.

36. **NO THIRD-PARTY BENEFICIARIES**

The parties enter into the Contract for the sole benefit of the parties, in exclusion of any third-

party, and no third-party beneficiary is intended or created by the execution of the Contract.

37. **ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto.

38. **COUNTERPARTS**

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

39. **NONWAIVER**

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

40. **SALES TAX EXEMPT**

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.

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

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

42. **SURVIVAL**

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 7, 9, 10, 11, 12, 13, 15, 17, 18, 19, 21, 23, 24, 25, 30, 31, 32, and 40.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be executed by officers duly authorized to execute the same as of the date of last signature below.

UTAH TRANSIT AUTHORITY:

ROTH LANDSCAPE SERVICES, LLC:

By _____ Date _____

By ^{DocuSigned by:}
Dayton Roth _____ Date 3/11/2026
D23069435DB04FE...

Name _____

Name Dayton Roth

Title _____

Title Vice President

By _____ Date _____

By _____ Date _____

Name _____

Name _____

Title _____

Title _____

By ^{DocuSigned by:}
Mike Bell _____ Date 3/12/2026
70E33A415BA44F6...

UTA Legal Counsel

EXHIBIT A

STATEMENT OF WORK

Contractor(s) will provide lawn care services and as needed additional landscape maintenance for UTA Bus, TRAX (Light-Rail) facilities. This will be a five-year scope for thirty-two (32) UTA property locations under Property Groups 1, 2, 4, and 5 as shown in Exhibit B. The additional landscape maintenance services specifically include Spring Clean-Up, Lawn Aeration, Lawn Weed Control and Fertilization, Flower Bed Weeding, Shrub Trimming, and Fall Clean-Up. UTA reserves the right to add or reduce the properties assigned to the contract.

Lawn cutting services are based on 25 occurrences per year (April – October), however actual number of occurrences may be higher or lower depending on the seasonal weather conditions. Property Location Numbers; 1, 7, 10, and 32, may also require weekly flower bed weeding. The Contractor will contact UTA’s respective Project Manager or designee to coordinate and schedule weeding service. All other landscape maintenance services as listed in the Price Schedule are based on a single annual occurrence and must be provided by the Contractor upon request only from UTA’s Program Managers or designee. UTA reserves the right to request additional occurrences of any lawn care and landscape maintenance services as needed.

The contractor shall provide all labor, materials, supplies, appropriate equipment, (i.e. large-scale commercial grade mechanical lawn mowing and grass catcher equipment), and transportation necessary to provide lawn care and landscape maintenance services at the locations specified in the Price Schedule and herein as set forth in this Statement of Work and Specifications. This service covers all lawn cutting and grounds care per the Specifications. At no time will contractor personnel cross into the track area or onto the rail right-of-way.

1. EXPERIENCE and QUALIFICATIONS:

Contractor must have a minimum of five (5) years of experience delivering Lawn Care and Landscape Maintenance services, as outlined in this Statement of Work.

Contractor must have the capability and capacity to service multiple property locations (each with more than 15 sites) on a weekly basis, with each property containing a minimum of 5,000 square feet of lawn or landscaped area.

2. CONTRACTOR’S PERSONNEL:

Contractor will provide the adequate number of fully trained personnel necessary to maintain service schedules and have the required skills to perform the Lawn Care and Landscape Maintenance services, as outlined in this Statement of Work, for UTA’s multiple property locations. All training will be provided by the Contractor in accordance with all State and Federal guidelines and regulations.

3. RESPONSE TIME: Contractor must have local presence or capability to provide urgent

services within a 24-hour notice or an agreed time. All other service schedules will be determined by the UTA Project Manager or authorized designee and the contractor within a responsible time frame.

4. PROJECT SCHEDULE AND SERVICE LOCATIONS:

Contractor will be responsible for creating and maintaining service schedules for each property location and notify the appropriate Project Manager or authorized designee one week in advance of any schedule changes. Refer to the 26-04035BCM Price Schedule which is uploaded into Utah State's Public Procurement Site, Euna U3P/Bonfire for this RFP, to obtain Property Group service area address locations, required service types, aerial map for each UTA property, and the designated property managers. All lawns must be cut on a weekly basis; days between cuttings must not exceed 7 days. All Lawn Care and Landscaping services will be completed on the same day as they started. During periods when weather conditions prevent normal scheduled services, the Contractor must complete service on the next available day that weather conditions would allow, and notify the Project Manager or authorized designee.

5. SAFETY EQUIPMENT:

Contractor personnel using lawn cutting equipment shall wear Protective footwear and safety glasses in accordance with all State and Federal guidelines and regulations.

6. EQUIPMENT:

The contractor will provide all labor, materials, supplies, appropriate equipment (i.e. large-scale commercial grade mechanical lawn mowing and grass catcher equipment) necessary to perform all services in this RFP. The Contractor will maintain all equipment in good repair with sharp blades etc. and safe operating condition. UTA reserves the right to have unsafe equipment removed from UTA property. Replacement of unsafe equipment will be at no additional cost to UTA. The Contractor's Technical Proposal must list the service equipment and materials to be used.

7. CONTRACTOR LIABILITY:

Contractor will be liable and responsible for all damage done to trees, shrubs, bushes, sprinkler systems and or sprinkler heads, barriers and or any damage done to real property resulting from the negligence of the Contractor in the course of this contract. All such damages will be repaired/replaced as damaged by the Contractor at no cost to UTA. Contract will comply with all applicable State and Federal guidelines and regulations.

8. INSPECTIONS & NON-PAYMENTS:

Invoices will not be paid for work not completed. Cameras may be used to verify work performed. Periodic physical OR camera recording inspections will be conducted by UTA

Facilities personnel to verify that work is completed as required. Inspections will be made as determined necessary by the Facilities Manager, or his designated representative (hereinafter referred to as the “ inspector”), and may be made based on the Contractor’ s performance throughout the contract. Inspections may be scheduled or unscheduled. Invoice payments will be at the discretion of the Facilities Manager based on each situation encountered. Performance issues and payments withheld will be fully documented and processed through the Project Manager.

SPECIFICATIONS

All lawns must be cut on a weekly basis; days between cuttings must not exceed 7 days. All cutting will be completed the same day as started. Grass will be cut to a length of 2" to 3" except for the first and last cuttings of season which will be 1 " long. Any variations will be as instructed by the Project Manager or authorized designee.

1. All lawns must be edged and trimmed around sidewalks, driveways, cement retaining walls, fencelines, and shrub beds. Trimming/edging will include grass and/or weeds in the cracks in the fencelines, sidewalks, curbs, gutters, parking areas, and driveways, to include any intrusive tree saplings.
2. All sprinkler heads and valve boxes must be kept clear of grass (grass trimmed below heads). Pop up sprinkler heads will be cleared as required.
3. All clippings will be removed by the use of grass catchers and will be disposed of in a legal manner. All clippings and debris will be removed on the day of service.
4. Grass/debris cannot be blown onto or left in roadways, parking areas or track right-of-way.
5. All weeds in parking lots and sidewalks will be trimmed weekly.
6. All sidewalks and walkways must be cleaned and grass clippings removed and disposed of in a legal manner.
7. All trash and papers that blow onto the lawn and flower/shrub beds must be cleaned up and removed at each weekly cutting.
8. Trash along curb areas will be removed and curb areas kept clean.
9. Cutting is to be started and completed on the same day each week. (Example: If initial cutting is accomplished on Wednesday, then all subsequent cutting will be on Wednesdays). All cutting is to be accomplished in one day without delay.
10. The following will be done upon the Project Manager’s request:
 - a. Lawn aeration
 - b. Lawn weed control and fertilization
 - c. Flower bed weeding
 - d. Shrub trimming
 - e. Fall/Spring flower bed and leaf clean up.

11. Other UTA properties may be added upon request.

Areas requiring service will be those identified in Exhibit B the Price Schedule which includes the Property Group with respective service site address location.

EXHIBIT B
PRICE RATE SCHEDULE
ESTIMATED CONTRACT VALUE \$760,258.97
For Five (5) Year Service Period

PAYMENT TERMS: Net30 upon completion of all services for each Service Event
All Price Rates for each Service Event are as stated below:

Price Adjustments:

UTA will only consider price adjustments (increases and reductions) annually, to occur once every twelve (12) months after the contract effectivity date. Price adjustments for all service and product items affected by a specific price or rate change must be addressed at the same time when possible. Any request for a price or rate adjustment must be made at least thirty (30) days prior to the annual effective date. Requests for a price or rate adjustment must include sufficient written documentation supporting the request and must be sent to the UTA Purchasing Department Contract Administrator or designee for review. Any requested for a price adjustment increase shall not exceed the U.S. Bureau of Labor Statistics Producer Price Index (PPI) Commodity Series ID# WPU0652026A: Chemicals and allied products-Phosphoric acid, 52-54 percent APA (Material) and the PPI Labor: 37-3011 Landscaping and Groundskeeping Workers (Labor).

UTA will not accept or be responsible for or pay for any costs, charges or fees not included or identified on this Price Schedule.

No retroactive adjustment to prices or rates will be allowed. Contractor will not delay delivery of service or product pending any price or rate change. If price or rate increases are not mutually acceptable, the contract service or product item may be subject cancellation.






Estimated five (5) year value for each Property Group:






Group 1 – SLC Down Town (7 Properties)	\$ 113,722.50
Group 2 - Blue Line (16 Properties)	\$ 375,562.32
Group 4 – Red Line (7 Properties)	\$ 165,125.80
Group 5 – Utah Valley (2 Properties)	\$ 105,848.35





PROPERTY GROUP 1 - SLC DOWNTOWN											GROUP 1	
PROPERTY NUMBER	Property Name and Location	WEEKLY CUTTING, TRIM, AND CLEAN UP	APPROXIMATELY 25 WEEKS PER YEAR	Total	SPRING CLEAN UP (UTA Call-In as needed)	LAWN AERATION (UTA Call-In as needed)	LAWN WEED CONTROL FERTILIZATION (UTA Call-In as needed)	FLOWER BED WEEDING (UTA Call-In as needed except Property#s 1,7,10,26,32,34,39,841 Contractor to schedule weekly)	SHRUB TRIMMING (UTA Call-In as needed)	FALL CLEAN UP (UTA Call-In as needed)		Aerial Maps
1	FLHQ	669 W 200 S										
	Year 1	\$ 105.00	x25	\$ 2,625.00	\$ 260.00	\$ 50.00	\$ 65.00	\$ 65.00	\$ 50.00	\$ 400.00	Bus Location Grand Total	
	Year 2	\$ 107.10	x25	\$ 2,677.50	\$ 266.50	\$ 51.00	\$ 66.30	\$ 66.63	\$ 51.25	\$ 410.00		
	Year 3	\$ 109.24	x25	\$ 2,731.05	\$ 273.16	\$ 52.02	\$ 67.63	\$ 68.29	\$ 52.53	\$ 420.25		
	Year 4	\$ 111.43	x25	\$ 2,785.67	\$ 279.99	\$ 53.06	\$ 68.98	\$ 70.00	\$ 53.84	\$ 430.76		
	Year 5	\$ 113.66	x25	\$ 2,841.38	\$ 286.99	\$ 54.12	\$ 70.36	\$ 71.75	\$ 55.19	\$ 441.53		
Total				\$ 13,660.61	\$ 1,366.65	\$ 260.20	\$ 338.26	\$ 8,541.53	\$ 262.82	\$ 2,102.53	\$ 26,532.60	
2	CENTRAL BUS SHOP	615 W 200 S										
	Year 1	\$ 89.00	x25	\$ 2,225.00	\$ 75.00	\$ 50.00	\$ 50.00	\$ 35.00	\$ 40.00	\$ 100.00	Bus Location Grand Total	
	Year 2	\$ 90.78	x25	\$ 2,269.50	\$ 77.25	\$ 51.00	\$ 51.00	\$ 36.05	\$ 41.20	\$ 103.00		
	Year 3	\$ 92.60	x25	\$ 2,314.89	\$ 79.57	\$ 52.02	\$ 52.02	\$ 37.13	\$ 42.44	\$ 106.09		
	Year 4	\$ 94.45	x25	\$ 2,361.19	\$ 81.95	\$ 53.06	\$ 53.06	\$ 38.25	\$ 43.71	\$ 109.27		
	Year 5	\$ 96.34	x25	\$ 2,408.41	\$ 84.41	\$ 54.12	\$ 54.12	\$ 39.39	\$ 45.02	\$ 112.55		
Total				\$ 11,578.99	\$ 398.19	\$ 260.20	\$ 260.20	\$ 185.82	\$ 212.37	\$ 530.91	\$ 13,426.68	
3	900 South TRAX Sub Station	900 S 200 W										
	Year 1	\$ 55.00	x25	\$ 1,375.00	\$ 15.00	\$ 30.00	\$ 35.00	\$ 10.00	\$ 10.00	\$ 25.00	LRV (TRAX) Location Grand Total	
	Year 2	\$ 56.10	x25	\$ 1,402.50	\$ 15.45	\$ 30.60	\$ 35.70	\$ 10.30	\$ 10.30	\$ 25.75		
	Year 3	\$ 57.22	x25	\$ 1,430.55	\$ 15.91	\$ 31.21	\$ 36.41	\$ 10.61	\$ 10.61	\$ 26.52		
	Year 4	\$ 58.37	x25	\$ 1,459.16	\$ 16.39	\$ 31.84	\$ 37.14	\$ 10.93	\$ 10.93	\$ 27.32		
	Year 5	\$ 59.53	x25	\$ 1,488.34	\$ 16.88	\$ 32.47	\$ 37.89	\$ 11.26	\$ 11.26	\$ 28.14		
Total				\$ 7,155.56	\$ 79.64	\$ 156.12	\$ 182.14	\$ 53.09	\$ 53.09	\$ 132.73	\$ 7,812.37	



4	BALL PARK TRAX		180 W 1300 S										LRV (TRAX)
	Year 1	\$ 180.00	x25	\$ 4,500.00	\$ 180.00	\$ 85.00	\$ 105.00	\$ 5.00	\$ 35.00	\$ 220.00			
	Year 2	\$ 183.60	x25	\$ 4,590.00	\$ 185.40	\$ 85.00	\$ 107.10	\$ 5.15	\$ 36.05	\$ 226.60			
	Year 3	\$ 187.27	x25	\$ 4,681.80	\$ 190.96	\$ 85.00	\$ 109.24	\$ 5.30	\$ 37.13	\$ 233.40	Location		
	Year 4	\$ 191.02	x25	\$ 4,775.44	\$ 196.69	\$ 85.00	\$ 111.43	\$ 5.46	\$ 38.25	\$ 240.40	Grand		
	Year 5	\$ 194.84	x25	\$ 4,870.94	\$ 202.59	\$ 85.00	\$ 113.66	\$ 5.63	\$ 39.39	\$ 247.61	Total		
	Total			\$ 23,418.18	\$ 955.64	\$ 425.00	\$ 546.42	\$ 26.55	\$ 185.82	\$ 1,168.01	\$ 26,725.62		
5	CENTRAL POINT TRAX		221 W 2100 S										LRV (TRAX)
	Year 1	\$ 95.00	x25	\$ 2,375.00	\$ 130.00	\$ 55.00	\$ 75.00	\$ 45.00	\$ 50.00	\$ 180.00			
	Year 2	\$ 96.90	x25	\$ 2,422.50	\$ 133.90	\$ 56.10	\$ 76.50	\$ 46.35	\$ 51.50	\$ 185.40			
	Year 3	\$ 98.84	x25	\$ 2,470.95	\$ 137.92	\$ 57.22	\$ 78.03	\$ 47.74	\$ 53.05	\$ 190.96	Location		
	Year 4	\$ 100.81	x25	\$ 2,520.37	\$ 142.05	\$ 58.37	\$ 79.59	\$ 49.17	\$ 54.64	\$ 196.69	Grand		
	Year 5	\$ 102.83	x25	\$ 2,570.78	\$ 146.32	\$ 59.53	\$ 81.18	\$ 50.65	\$ 56.28	\$ 202.59	Total		
	Total			\$ 12,359.60	\$ 690.19	\$ 286.22	\$ 390.30	\$ 238.91	\$ 265.46	\$ 955.64	\$ 15,186.32		
6	ORANGE STREET PARK & RIDE		500 South Orange Street, Salt Lake City										Bus
	Year 1	\$ 52.50	x25	\$ 1,312.50	\$ 5.00	\$ 35.00	\$ 45.00	\$ 5.00	\$ 0.00	\$ 5.00			
	Year 2	\$ 53.55	x25	\$ 1,338.75	\$ 5.15	\$ 35.70	\$ 45.90	\$ 5.15	\$ 0.00	\$ 5.15			
	Year 3	\$ 54.62	x25	\$ 1,365.53	\$ 5.30	\$ 36.41	\$ 46.82	\$ 5.30	\$ 0.00	\$ 5.30	Location		
	Year 4	\$ 55.71	x25	\$ 1,392.84	\$ 5.46	\$ 37.14	\$ 47.75	\$ 5.46	\$ 0.00	\$ 5.46	Grand		
	Year 5	\$ 56.83	x25	\$ 1,420.69	\$ 5.63	\$ 37.89	\$ 48.71	\$ 5.63	\$ 0.00	\$ 5.63	Total		
	Total			\$ 6,830.30	\$ 26.55	\$ 182.14	\$ 234.18	\$ 26.55	\$ 0.00	\$ 26.55	\$ 7,326.26		
7	DEPOT DISTRICT		716 West 300 South										Bus
	Year 1	\$ 0.00	x25	\$ 0.00	\$ 850.00	\$ 0.00	\$ 0.00	\$ 85.00	\$ 65.00	\$ 325.00			
	Year 2	\$ 0.00	x25	\$ 0.00	\$ 600.00	\$ 0.00	\$ 0.00	\$ 87.55	\$ 66.95	\$ 334.75			
	Year 3	\$ 0.00	x25	\$ 0.00	\$ 618.00	\$ 0.00	\$ 0.00	\$ 90.18	\$ 68.96	\$ 344.79	Location		
	Year 4	\$ 0.00	x25	\$ 0.00	\$ 636.54	\$ 0.00	\$ 0.00	\$ 92.88	\$ 71.03	\$ 355.14	Grand		
	Year 5	\$ 0.00	x25	\$ 0.00	\$ 655.64	\$ 0.00	\$ 0.00	\$ 95.67	\$ 73.16	\$ 365.79	Total		
	Total			\$ 0.00	\$ 3,360.18	\$ 0.00	\$ 0.00	\$ 11,281.91	\$ 345.09	\$ 1,725.47	\$ 16,712.65		










PROPERTY GROUP 2 - BLUE LINE												GROUP 2		
PROPE RTY NUMB ER	Property Name and Location	WEEKLY CUTTING, TRIM, AND CLEAN UP	APPROXI MATELY 25 WEEKS PER YEAR	Total	SPRING CLEAN UP (UTA Call-In as needed)	LAWN AERATION (UTA Call-In as needed)	LAWN WEED CONTROL FERTILIZATIO N (UTA Call- In as needed)	FLOWER BED WEEDING (UTA Call-In as needed except Property#s 1,7,10,26,32,34,3 9,841 Contractor to schedule weekly)	SHRUB TRIMMING (UTA Call-In as needed)	FALL CLEAN UP (UTA Call- In as needed)		Aerial Maps		
8	MEADOWBROOK TRAX	188 W 3900 S											LRV (TRAX)	
	Year 1	\$ 205.00	x25	\$ 5,125.00	\$ 25.00	\$ 115.00	\$ 175.00	\$ 0.00	\$ 0.00	\$ 25.00				
	Year 2	\$ 209.10	x25	\$ 5,227.50	\$ 25.50	\$ 117.30	\$ 178.50	\$ 0.00	\$ 0.00	\$ 25.50				
	Year 3	\$ 213.28	x25	\$ 5,332.05	\$ 26.01	\$ 119.65	\$ 182.07	\$ 0.00	\$ 0.00	\$ 26.01	Location			
	Year 4	\$ 217.55	x25	\$ 5,438.69	\$ 26.53	\$ 122.04	\$ 185.71	\$ 0.00	\$ 0.00	\$ 26.53	Grand			
	Year 5	\$ 221.90	x25	\$ 5,547.46	\$ 27.06	\$ 124.48	\$ 189.43	\$ 0.00	\$ 0.00	\$ 27.06	Total			
	Total			\$ 26,670.71	\$ 130.10	\$ 598.46	\$ 910.71	\$ 0.00	\$ 0.00	\$ 130.10	\$ 28,440.08			
9	MURRAY NORTH	71 W Fireclay (4400 S)											Bus, HRV (FR), & LRV (TRAX)	
	Year 1	\$ 125.00	x25	\$ 3,125.00	\$ 25.00	\$ 70.00	\$ 100.00	\$ 15.00	\$ 0.00	\$ 50.00				
	Year 2	\$ 127.50	x25	\$ 3,187.50	\$ 25.50	\$ 71.40	\$ 102.00	\$ 15.38	\$ 0.00	\$ 51.25				
	Year 3	\$ 130.05	x25	\$ 3,251.25	\$ 26.01	\$ 72.83	\$ 104.04	\$ 15.76	\$ 0.00	\$ 52.53	Location			
	Year 4	\$ 132.65	x25	\$ 3,316.28	\$ 26.53	\$ 74.28	\$ 106.12	\$ 16.15	\$ 0.00	\$ 53.84	Grand			
	Year 5	\$ 135.30	x25	\$ 3,382.60	\$ 27.06	\$ 75.77	\$ 108.24	\$ 16.56	\$ 0.00	\$ 55.19	Total			
	Total			\$ 16,262.63	\$ 130.10	\$ 364.28	\$ 520.40	\$ 78.84	\$ 0.00	\$ 262.82	\$ 17,619.07			
10	MOBILITY CENTER	4384 S 50 W											Maint. Shop	
	Year 1	\$ 90.00	x25	\$ 2,250.00	\$ 225.00	\$ 40.00	\$ 75.00	\$ 60.00	\$ 225.00	\$ 325.00				
	Year 2	\$ 91.80	x25	\$ 2,295.00	\$ 230.63	\$ 40.80	\$ 76.88	\$ 61.50	\$ 230.63	\$ 333.13				
	Year 3	\$ 93.64	x25	\$ 2,340.90	\$ 236.39	\$ 41.62	\$ 78.80	\$ 63.04	\$ 236.39	\$ 341.45	Location			
	Year 4	\$ 95.51	x25	\$ 2,387.72	\$ 242.30	\$ 42.45	\$ 80.77	\$ 64.61	\$ 242.30	\$ 349.99	Grand			
	Year 5	\$ 97.42	x25	\$ 2,435.47	\$ 248.36	\$ 43.30	\$ 82.79	\$ 66.23	\$ 248.36	\$ 358.74	Total			
	Total			\$ 11,709.09	\$ 1,182.67	\$ 208.16	\$ 394.22	\$ 7,884.49	\$ 1,182.67	\$ 1,708.31	\$ 24,269.62			
11	MURRAY CENTRAL	140 W Vine St. (5144 S)											Bus, HRV (FR), & LRV (TRAX)	
	Year 1	\$ 220.00	x25	\$ 5,500.00	\$ 125.00	\$ 90.00	\$ 190.00	\$ 50.00	\$ 70.00	\$ 210.00				
	Year 2	\$ 224.40	x25	\$ 5,610.00	\$ 128.13	\$ 91.80	\$ 194.75	\$ 51.25	\$ 71.75	\$ 215.25				
	Year 3	\$ 228.89	x25	\$ 5,722.20	\$ 131.33	\$ 93.64	\$ 199.62	\$ 52.53	\$ 73.54	\$ 220.63	Location			
	Year 4	\$ 233.47	x25	\$ 5,836.64	\$ 134.61	\$ 95.51	\$ 204.61	\$ 53.84	\$ 75.38	\$ 226.15	Grand			
	Year 5	\$ 238.14	x25	\$ 5,953.38	\$ 137.98	\$ 97.42	\$ 209.72	\$ 55.19	\$ 77.27	\$ 231.80	Total			
	Total			\$ 28,622.22	\$ 657.04	\$ 468.36	\$ 998.70	\$ 262.82	\$ 367.94	\$ 1,103.83	\$ 32,480.92			
12	FASHION PLACE WEST TRAX	222 W Winchester (6400 S)											LRV (TRAX)	
	Year 1	\$ 210.00	x25	\$ 5,250.00	\$ 195.00	\$ 75.00	\$ 170.00	\$ 40.00	\$ 105.00	\$ 295.00				
	Year 2	\$ 214.20	x25	\$ 5,355.00	\$ 199.88	\$ 76.50	\$ 173.40	\$ 40.80	\$ 107.63	\$ 300.90				
	Year 3	\$ 218.48	x25	\$ 5,462.10	\$ 204.87	\$ 78.03	\$ 176.87	\$ 41.62	\$ 110.32	\$ 306.92	Location			
	Year 4	\$ 222.85	x25	\$ 5,571.34	\$ 209.99	\$ 79.59	\$ 180.41	\$ 42.45	\$ 113.07	\$ 313.06	Grand			
	Year 5	\$ 227.31	x25	\$ 5,682.77	\$ 215.24	\$ 81.18	\$ 184.01	\$ 43.30	\$ 115.90	\$ 319.32	Total			
	Total			\$ 27,321.21	\$ 1,024.98	\$ 390.30	\$ 884.69	\$ 208.16	\$ 551.91	\$ 1,535.19	\$ 31,916.45			



PROPERTY GROUP 2 - BLUE LINE												GROUP 2	Aerial Maps	
PROPE RTY NUMB ER	Property Name and Location	WEEKLY CUTTING, TRIM, AND CLEAN UP	APPROXI MATELY 25 WEEKS PER YEAR	Total	SPRING CLEAN UP (UTA Call-In as needed)	LAWN AERATION (UTA Call-In as needed)	LAWN WEED CONTROL FERTILIZATIO N (UTA Call- In as needed)	FLOWER BED WEEDING (UTA Call-In as needed except Property#s 1,7,10,26,32,34,3 9,8,41 Contractor to schedule weekly)	SHRUB TRIMMING (UTA Call-In as needed)	FALL CLEAN UP (UTA Call- In as needed)				
13	MIDVALE RAIL SERVICE CENTER	6960 S 550 W											Hub LRV (TRAX)	
	Year 1	\$ 90.00	x25	\$ 2,250.00	\$ 180.00	\$ 60.00	\$ 70.00	\$ 60.00	\$ 45.00	\$ 210.00				
	Year 2	\$ 91.80	x25	\$ 2,295.00	\$ 184.50	\$ 61.20	\$ 71.75	\$ 61.50	\$ 46.13	\$ 215.25				
	Year 3	\$ 93.64	x25	\$ 2,340.90	\$ 189.11	\$ 62.42	\$ 73.54	\$ 63.04	\$ 47.28	\$ 220.63	Location			
	Year 4	\$ 95.51	x25	\$ 2,387.72	\$ 193.84	\$ 63.67	\$ 75.38	\$ 64.61	\$ 48.46	\$ 226.15	Grand			
	Year 5	\$ 97.42	x25	\$ 2,435.47	\$ 198.69	\$ 64.95	\$ 77.27	\$ 66.23	\$ 49.67	\$ 231.80	Total			
	Total			\$ 11,709.09	\$ 946.14	\$ 312.24	\$ 367.94	\$ 315.38	\$ 236.53	\$ 1,103.83	\$ 14,991.16			
14	MIDVALE FORT UNION	180 W 7250 S											LRV (TRAX)	
	Year 1	\$ 225.00	x25	\$ 5,625.00	\$ 65.00	\$ 105.00	\$ 190.00	\$ 22.00	\$ 55.00	\$ 100.00				
	Year 2	\$ 229.50	x25	\$ 5,737.50	\$ 66.63	\$ 107.10	\$ 194.75	\$ 22.55	\$ 56.38	\$ 102.50				
	Year 3	\$ 234.09	x25	\$ 5,852.25	\$ 68.29	\$ 109.24	\$ 199.62	\$ 23.11	\$ 57.78	\$ 105.06	Location			
	Year 4	\$ 238.77	x25	\$ 5,969.30	\$ 70.00	\$ 111.43	\$ 204.61	\$ 23.69	\$ 59.23	\$ 107.69	Grand			
	Year 5	\$ 243.55	x25	\$ 6,088.68	\$ 71.75	\$ 113.66	\$ 209.72	\$ 24.28	\$ 60.71	\$ 110.38	Total			
	Total			\$ 29,272.73	\$ 341.66	\$ 546.42	\$ 998.70	\$ 115.64	\$ 289.10	\$ 525.63	\$ 32,089.88			
15	MIDVALE CENTER	95 W 7720 S											LRV (TRAX)	
	Year 1	\$ 225.00	x25	\$ 5,625.00	\$ 45.00	\$ 105.00	\$ 195.00	\$ 50.00	\$ 50.00	\$ 65.00				
	Year 2	\$ 229.50	x25	\$ 5,737.50	\$ 46.13	\$ 107.10	\$ 199.88	\$ 51.25	\$ 51.25	\$ 66.63				
	Year 3	\$ 234.09	x25	\$ 5,852.25	\$ 47.28	\$ 109.24	\$ 204.87	\$ 52.53	\$ 52.53	\$ 68.29	Location			
	Year 4	\$ 238.77	x25	\$ 5,969.30	\$ 48.46	\$ 111.43	\$ 209.99	\$ 53.84	\$ 53.84	\$ 70.00	Grand			
	Year 5	\$ 243.55	x25	\$ 6,088.68	\$ 49.67	\$ 113.66	\$ 215.24	\$ 55.19	\$ 55.19	\$ 71.75	Total			
	Total			\$ 29,272.73	\$ 236.53	\$ 546.42	\$ 1,024.98	\$ 262.82	\$ 262.82	\$ 341.66	\$ 31,947.96			
16	HISTORIC SANDY	165 E 9000 S											LRV (TRAX)	
	Year 1	\$ 180.00	x25	\$ 4,500.00	\$ 120.00	\$ 80.00	\$ 160.00	\$ 50.00	\$ 65.00	\$ 125.00				
	Year 2	\$ 183.60	x25	\$ 4,590.00	\$ 123.00	\$ 81.60	\$ 164.00	\$ 51.25	\$ 66.63	\$ 128.13				
	Year 3	\$ 187.27	x25	\$ 4,681.80	\$ 126.08	\$ 83.23	\$ 168.10	\$ 52.53	\$ 68.29	\$ 131.33	Location			
	Year 4	\$ 191.02	x25	\$ 4,775.44	\$ 129.23	\$ 84.90	\$ 172.30	\$ 53.84	\$ 70.00	\$ 134.61	Grand			
	Year 5	\$ 194.84	x25	\$ 4,870.94	\$ 132.46	\$ 86.59	\$ 176.61	\$ 55.19	\$ 71.75	\$ 137.98	Total			
	Total			\$ 23,418.18	\$ 630.76	\$ 416.32	\$ 841.01	\$ 262.82	\$ 341.66	\$ 657.04	\$ 26,567.79			
17	DRAPER TOWN CENTER	1130 E Pioneer Road (12300 S)											LRV (TRAX)	
	Year 1	\$ 50.00	x25	\$ 1,250.00	\$ 105.00	\$ 25.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 115.00				
	Year 2	\$ 51.00	x25	\$ 1,275.00	\$ 107.63	\$ 25.50	\$ 46.13	\$ 46.13	\$ 46.13	\$ 117.88				
	Year 3	\$ 52.02	x25	\$ 1,300.50	\$ 110.32	\$ 26.01	\$ 47.28	\$ 47.28	\$ 47.28	\$ 120.82	Location			
	Year 4	\$ 53.06	x25	\$ 1,326.51	\$ 113.07	\$ 26.53	\$ 48.46	\$ 48.46	\$ 48.46	\$ 123.84	Grand			
	Year 5	\$ 54.12	x25	\$ 1,353.04	\$ 115.90	\$ 27.06	\$ 49.67	\$ 49.67	\$ 49.67	\$ 126.94	Total			
	Total			\$ 6,505.05	\$ 551.91	\$ 130.10	\$ 236.53	\$ 236.53	\$ 236.53	\$ 604.48	\$ 8,501.15			

PROPERTY GROUP 2 - BLUE LINE											GROUP 2	Aerial Maps		
PROPE RTY NUMB ER	Property Name and Location	WEEKLY CUTTING, TRIM, AND CLEAN UP	APPROXI MATELY 25 WEEKS PER YEAR	Total	SPRING CLEAN UP (UTA Call-In as needed)	LAWN AERATION (UTA Call-In as needed)	LAWN WEED CONTROL FERTILIZATIO N (UTA Call- In as needed)	FLOWER BED WEEDING (UTA Call-In as needed except Property#s 1,7,10,26,32,34,3 9,&41 Contractor to schedule weekly)	SHRUB TRIMMING (UTA Call-In as needed)	FALL CLEAN UP (UTA Call- In as needed)				
18	DRAPER FRONT RUNNER	12997 S FrontRunner Blvd.											HRV (FR)	
	Year 1	\$ 95.00	x25	\$ 2,375.00	\$ 75.00	\$ 45.00	\$ 80.00	\$ 35.00	\$ 70.00	\$ 65.00				
	Year 2	\$ 96.90	x25	\$ 2,422.50	\$ 76.88	\$ 45.90	\$ 82.00	\$ 35.88	\$ 71.75	\$ 66.63				
	Year 3	\$ 98.84	x25	\$ 2,470.95	\$ 78.80	\$ 46.82	\$ 84.05	\$ 36.77	\$ 73.54	\$ 68.29				
	Year 4	\$ 100.81	x25	\$ 2,520.37	\$ 80.77	\$ 47.75	\$ 86.15	\$ 37.69	\$ 75.38	\$ 70.00				
	Year 5	\$ 102.83	x25	\$ 2,570.78	\$ 82.79	\$ 48.71	\$ 88.31	\$ 38.63	\$ 77.27	\$ 71.75				
	Total			\$ 12,359.60	\$ 394.22	\$ 234.18	\$ 420.51	\$ 183.97	\$ 367.94	\$ 341.66	\$ 14,302.08			
19	DRAPER PARK & RIDE	9400 S 2000 E											Bus & LRV (TRAX)	
	Year 1	\$ 125.00	x25	\$ 3,125.00	\$ 95.00	\$ 72.50	\$ 105.00	\$ 45.00	\$ 110.00	\$ 100.00				
	Year 2	\$ 127.50	x25	\$ 3,187.50	\$ 96.90	\$ 73.95	\$ 107.10	\$ 45.90	\$ 112.20	\$ 102.00				
	Year 3	\$ 130.05	x25	\$ 3,251.25	\$ 98.84	\$ 75.43	\$ 109.24	\$ 46.82	\$ 114.44	\$ 104.04				
	Year 4	\$ 132.65	x25	\$ 3,316.28	\$ 100.81	\$ 76.94	\$ 111.43	\$ 47.75	\$ 116.73	\$ 106.12				
	Year 5	\$ 135.30	x25	\$ 3,382.60	\$ 102.83	\$ 78.48	\$ 113.66	\$ 48.71	\$ 119.07	\$ 108.24				
	Total			\$ 16,262.63	\$ 494.38	\$ 377.29	\$ 546.42	\$ 234.18	\$ 572.44	\$ 520.40	\$ 19,007.76			
20	39th WASATCH BLVD PARK & RIDE	3900 S Wasatch Blvd											Bus & LRV (TRAX)	
	Year 1	\$ 80.00	x25	\$ 2,000.00	\$ 45.00	\$ 35.00	\$ 68.00	\$ 35.00	\$ 10.00	\$ 55.00				
	Year 2	\$ 81.60	x25	\$ 2,040.00	\$ 46.13	\$ 35.70	\$ 69.70	\$ 35.88	\$ 10.25	\$ 56.38				
	Year 3	\$ 83.23	x25	\$ 2,080.80	\$ 47.28	\$ 36.41	\$ 71.44	\$ 36.77	\$ 10.51	\$ 57.78				
	Year 4	\$ 84.90	x25	\$ 2,122.42	\$ 48.46	\$ 37.14	\$ 73.23	\$ 37.69	\$ 10.77	\$ 59.23				
	Year 5	\$ 86.59	x25	\$ 2,164.86	\$ 49.67	\$ 37.89	\$ 75.06	\$ 38.63	\$ 11.04	\$ 60.71				
	Total			\$ 10,408.08	\$ 236.53	\$ 182.14	\$ 357.43	\$ 183.97	\$ 52.56	\$ 289.10	\$ 11,709.82			
21	SANDY CIVIC CENTER	115 E Sego Lilly, Sandy Blvd (East of address -> 3rd right)											Bus & LRV (TRAX)	
	Year 1	\$ 60.00	x25	\$ 1,500.00	\$ 95.00	\$ 30.00	\$ 50.00	\$ 50.00	\$ 65.00	\$ 125.00				
	Year 2	\$ 61.20	x25	\$ 1,530.00	\$ 97.38	\$ 30.60	\$ 51.25	\$ 51.25	\$ 66.63	\$ 128.13				
	Year 3	\$ 62.42	x25	\$ 1,560.60	\$ 99.81	\$ 31.21	\$ 52.53	\$ 52.53	\$ 68.29	\$ 131.33				
	Year 4	\$ 63.67	x25	\$ 1,591.81	\$ 102.30	\$ 31.84	\$ 53.84	\$ 53.84	\$ 70.00	\$ 134.61				
	Year 5	\$ 64.95	x25	\$ 1,623.65	\$ 104.86	\$ 32.47	\$ 55.19	\$ 55.19	\$ 71.75	\$ 137.98				
	Total			\$ 7,806.06	\$ 499.35	\$ 156.12	\$ 262.82	\$ 262.82	\$ 341.66	\$ 657.04	\$ 9,985.87			

PROPERTY GROUP 2 - BLUE LINE												GROUP 2	
PROPE RTY NUMB ER	Property Name and Location	WEEKLY CUTTING, TRIM, AND CLEAN UP	APPROXI MATELY 25 WEEKS PER YEAR	Total	SPRING CLEAN UP (UTA Call-In as needed)	LAWN AERATION (UTA Call-In as needed)	LAWN WEED CONTROL FERTILIZATIO N (UTA Call- In as needed)	FLOWER BED WEEDING (UTA Call-In as needed except Property#s 1,7,10,26,32,34,3 9,8,41 Contractor to schedule weekly)	SHRUB TRIMMING (UTA Call-In as needed)	FALL CLEAN UP (UTA Call- In as needed)		Aerial Maps	
22	RIVERSIDE BUS GARAGE	3610 South 900 West										Bus Location Grand Total	
	Year 1	\$ 100.00	x25	\$ 2,500.00	\$ 65.00	\$ 57.50	\$ 85.00	\$ 25.00	\$ 35.00	\$ 65.00			
	Year 2	\$ 102.00	x25	\$ 2,550.00	\$ 66.63	\$ 58.65	\$ 87.13	\$ 25.63	\$ 35.88	\$ 66.63			
	Year 3	\$ 104.04	x25	\$ 2,601.00	\$ 68.29	\$ 59.82	\$ 89.30	\$ 26.27	\$ 36.77	\$ 68.29			
	Year 4	\$ 106.12	x25	\$ 2,653.02	\$ 70.00	\$ 61.02	\$ 91.54	\$ 26.92	\$ 37.69	\$ 70.00			
	Year 5	\$ 108.24	x25	\$ 2,706.08	\$ 71.75	\$ 62.24	\$ 93.82	\$ 27.60	\$ 38.63	\$ 71.75			
	Total			\$ 13,010.10	\$ 341.66	\$ 299.23	\$ 446.79	\$ 131.41	\$ 183.97	\$ 341.66	\$ 14,754.82		
23	MEADOWBROOK	3600 South 700 West										Bus Location Grand Total	
	Year 1	\$ 395.00	x25	\$ 9,875.00	\$ 180.00	\$ 120.00	\$ 350.00	\$ 70.00	\$ 75.00	\$ 270.00			
	Year 2	\$ 402.90	x25	\$ 10,072.50	\$ 183.60	\$ 122.40	\$ 358.75	\$ 71.75	\$ 76.88	\$ 276.75			
	Year 3	\$ 410.96	x25	\$ 10,273.95	\$ 188.19	\$ 124.85	\$ 367.72	\$ 73.54	\$ 78.80	\$ 283.67			
	Year 4	\$ 419.18	x25	\$ 10,479.43	\$ 192.89	\$ 127.34	\$ 376.91	\$ 75.38	\$ 80.77	\$ 290.76			
	Year 5	\$ 427.56	x25	\$ 10,689.02	\$ 197.72	\$ 129.89	\$ 386.33	\$ 77.27	\$ 82.79	\$ 298.03			
	Total			\$ 51,389.90	\$ 942.40	\$ 624.48	\$ 1,839.71	\$ 367.94	\$ 394.22	\$ 1,419.21	\$ 56,977.87		

PROPERTY GROUP 4 - RED LINE											GROUP 4	Aerial Maps
PROPERTY NUMBER	Property Name and Location	WEEKLY CUTTING, TRIM, AND CLEAN UP	APPROXIMATELY 25 WEEKS PER YEAR	Total	SPRING CLEAN UP (UTA Call-In as needed)	LAWN AERATION (UTA Call-In as needed)	LAWN WEED CONTROL FERTILIZATION (UTA Call-In as needed)	FLOWER BED WEEDING (UTA Call-In as needed except Property#s 1,7,10,26,32,34,39,841 Contractor to schedule weekly)	SHRUB TRIMMING (UTA Call-In as needed)	FALL CLEAN UP (UTA Call-In as needed)		
27	HISTORIC GARDNER		1127 W 7800 S									
	Year 1	\$ 110.00	x25	\$ 2,750.00	\$ 435.00	\$ 65.00	\$ 85.00	\$ 65.00	\$ 400.00	\$ 580.00	Location Grand Total	
	Year 2	\$ 112.75	x25	\$ 2,818.75	\$ 443.70	\$ 66.30	\$ 86.70	\$ 66.30	\$ 408.00	\$ 591.60		
	Year 3	\$ 115.57	x25	\$ 2,889.22	\$ 452.57	\$ 67.63	\$ 88.43	\$ 67.63	\$ 416.16	\$ 603.43		
	Year 4	\$ 118.46	x25	\$ 2,961.45	\$ 461.63	\$ 68.98	\$ 90.20	\$ 68.98	\$ 424.48	\$ 615.50		
	Year 5	\$ 121.42	x25	\$ 3,035.49	\$ 470.86	\$ 70.36	\$ 92.01	\$ 70.36	\$ 432.97	\$ 627.81		
	Total			\$ 14,454.90	\$ 2,263.76	\$ 338.26	\$ 442.34	\$ 338.26	\$ 2,081.62	\$ 3,018.34	\$ 22,937.49	LRV (TRAX)
28	SUGAR FACTORY		8351 S 2700 W									
	Year 1	\$ 120.00	x25	\$ 3,000.00	\$ 485.00	\$ 85.00	\$ 90.00	\$ 75.00	\$ 60.00	\$ 600.00	Location Grand Total	
	Year 2	\$ 123.00	x25	\$ 3,075.00	\$ 494.70	\$ 86.70	\$ 91.80	\$ 76.50	\$ 61.20	\$ 612.00		
	Year 3	\$ 126.08	x25	\$ 3,151.88	\$ 504.59	\$ 88.43	\$ 93.64	\$ 78.03	\$ 62.42	\$ 624.24		
	Year 4	\$ 129.23	x25	\$ 3,230.67	\$ 514.69	\$ 90.20	\$ 95.51	\$ 79.59	\$ 63.67	\$ 636.72		
	Year 5	\$ 132.46	x25	\$ 3,311.44	\$ 524.98	\$ 92.01	\$ 97.42	\$ 81.18	\$ 64.95	\$ 649.46		
	Total			\$ 15,768.99	\$ 2,523.96	\$ 442.34	\$ 468.36	\$ 390.30	\$ 312.24	\$ 3,122.42	\$ 23,028.62	LRV (TRAX)
29	4800 WEST TRAX		4773 W Old Bingham Hwy									
	Year 1	\$ 210.00	x25	\$ 5,250.00	\$ 400.00	\$ 105.00	\$ 165.00	\$ 75.00	\$ 220.00	\$ 600.00	Location Grand Total	
	Year 2	\$ 215.25	x25	\$ 5,381.25	\$ 408.00	\$ 107.63	\$ 168.30	\$ 76.50	\$ 224.40	\$ 612.00		
	Year 3	\$ 220.63	x25	\$ 5,515.78	\$ 416.16	\$ 110.32	\$ 171.67	\$ 78.03	\$ 228.89	\$ 624.24		
	Year 4	\$ 226.15	x25	\$ 5,653.68	\$ 424.48	\$ 113.07	\$ 175.10	\$ 79.59	\$ 233.47	\$ 636.72		
	Year 5	\$ 231.80	x25	\$ 5,795.02	\$ 432.97	\$ 115.90	\$ 178.60	\$ 81.18	\$ 238.14	\$ 649.46		
	Total			\$ 27,595.72	\$ 2,081.62	\$ 551.91	\$ 858.67	\$ 390.30	\$ 1,144.89	\$ 3,122.42	\$ 35,745.54	LRV (TRAX)
30	5600 WEST TRAX		5651 W Old Bingham Hwy									
	Year 1	\$ 98.00	x25	\$ 2,450.00	\$ 495.00	\$ 39.20	\$ 70.00	\$ 65.00	\$ 500.00	\$ 600.00	Location Grand Total	
	Year 2	\$ 100.45	x25	\$ 2,511.25	\$ 504.90	\$ 40.18	\$ 71.40	\$ 66.30	\$ 510.00	\$ 612.00		
	Year 3	\$ 102.96	x25	\$ 2,574.03	\$ 515.00	\$ 41.18	\$ 72.83	\$ 67.63	\$ 520.20	\$ 624.24		
	Year 4	\$ 105.54	x25	\$ 2,638.38	\$ 525.30	\$ 42.21	\$ 74.28	\$ 68.98	\$ 530.60	\$ 636.72		
	Year 5	\$ 108.17	x25	\$ 2,704.34	\$ 535.80	\$ 43.27	\$ 75.77	\$ 70.36	\$ 541.22	\$ 649.46		
	Total			\$ 12,878.00	\$ 2,576.00	\$ 206.05	\$ 364.28	\$ 338.26	\$ 2,602.02	\$ 3,122.42	\$ 22,087.04	LRV (TRAX)

PROPERTY GROUP 4 - RED LINE											GROUP 4	Aerial Maps		
PROPERTY NUMBER	Property Name and Location	WEEKLY CUTTING, TRIM, AND CLEAN UP	APPROXIMATELY 25 WEEKS PER YEAR	Total	SPRING CLEAN UP (UTA Call-In as needed)	LAWN AERATION (UTA Call-In as needed)	LAWN WEED CONTROL FERTILIZATION (UTA Call-In as needed)	FLOWER BED WEEDING (UTA Call-In as needed except Property#s 1,7,10,26,32,34,39,841 Contractor to schedule weekly)	SHRUB TRIMMING (UTA Call-In as needed)	FALL CLEAN UP (UTA Call-In as needed)				
31	DAYBREAK PARKWAY	11405 S Grandville Ave.											LRV (TRAX)	
	Year 1	\$ 185.00	x25	\$ 4,625.00	\$ 220.00	\$ 95.00	\$ 140.00	\$ 50.00	\$ 55.00	\$ 250.00				
	Year 2	\$ 189.63	x25	\$ 4,740.63	\$ 224.40	\$ 96.90	\$ 142.80	\$ 51.00	\$ 56.10	\$ 255.00				
	Year 3	\$ 194.37	x25	\$ 4,859.14	\$ 228.89	\$ 98.84	\$ 145.66	\$ 52.02	\$ 57.22	\$ 260.10				
	Year 4	\$ 199.22	x25	\$ 4,980.62	\$ 233.47	\$ 100.81	\$ 148.57	\$ 53.06	\$ 58.37	\$ 265.30				
	Year 5	\$ 204.21	x25	\$ 5,105.13	\$ 238.14	\$ 102.83	\$ 151.54	\$ 54.12	\$ 59.53	\$ 270.61				
	Total			\$ 24,310.52	\$ 1,144.89	\$ 494.38	\$ 728.57	\$ 260.20	\$ 286.22	\$ 1,301.01	\$ 28,525.79			
42	SLCC BUS CIRCLE	4600 S. Redwood Rd.											Bus	
	Year 1	\$ 105.00	x25	\$ 2,625.00	\$ 125.00	\$ 0.00	\$ 75.00	\$ 35.00	\$ 38.00	\$ 120.00				
	Year 2	\$ 107.63	x25	\$ 2,690.63	\$ 127.50	\$ 0.00	\$ 76.50	\$ 35.70	\$ 38.76	\$ 122.40				
	Year 3	\$ 110.32	x25	\$ 2,757.89	\$ 130.05	\$ 88.25	\$ 78.03	\$ 36.41	\$ 39.54	\$ 124.85				
	Year 4	\$ 113.07	x25	\$ 2,826.84	\$ 132.65	\$ 90.46	\$ 79.59	\$ 37.14	\$ 40.33	\$ 127.34				
	Year 5	\$ 115.90	x25	\$ 2,897.51	\$ 135.30	\$ 92.72	\$ 81.18	\$ 37.89	\$ 41.13	\$ 129.89				
	Total			\$ 13,797.86	\$ 650.51	\$ 271.43	\$ 390.30	\$ 182.14	\$ 197.75	\$ 624.48	\$ 16,114.48			
43	South Jordan Parkway	10605 S Grandville Ave.											LRV (TRAX)	
	Year 1	\$ 110.00	x25	\$ 2,750.00	\$ 95.00	\$ 88.00	\$ 80.00	\$ 30.00	\$ 40.00	\$ 95.00				
	Year 2	\$ 112.75	x25	\$ 2,818.75	\$ 96.90	\$ 90.20	\$ 81.60	\$ 30.60	\$ 40.80	\$ 96.90				
	Year 3	\$ 115.57	x25	\$ 2,889.22	\$ 98.84	\$ 92.46	\$ 83.23	\$ 31.21	\$ 41.62	\$ 98.84				
	Year 4	\$ 118.46	x25	\$ 2,961.45	\$ 100.81	\$ 94.77	\$ 84.90	\$ 31.84	\$ 42.45	\$ 100.81				
	Year 5	\$ 121.42	x25	\$ 3,035.49	\$ 102.83	\$ 97.14	\$ 86.59	\$ 32.47	\$ 43.30	\$ 102.83				
	Total			\$ 14,454.90	\$ 494.38	\$ 462.56	\$ 416.32	\$ 156.12	\$ 208.16	\$ 494.38	\$ 16,686.83			

PROPERTY GROUP 5 - UTAH VALLEY												GROUP 5	Aerial Maps
PROPERTY NUMBER	Property Name and Location	WEEKLY CUTTING, TRIM, AND CLEAN UP	APPROXIMATELY 25 WEEKS PER YEAR	Total	SPRING CLEAN UP (UTA Call-In as needed)	LAWN AERATION (UTA Call-In as needed)	LAWN WEED CONTROL FERTILIZATION (UTA Call-In as needed)	FLOWER BED WEEDING (UTA Call-In as needed except Property#s 1,7,10,26,32,34,39,841 Contractor to schedule weekly)	SHRUB TRIMMING (UTA Call-In as needed)	FALL CLEAN UP (UTA Call-In as needed)			
32	UTA TIMPANOGOS DIVISION	1110 S Geneva Road, Vineyard										Bus	
	Year 1	\$ 190.00	x25	\$ 4,750.00	\$ 185.00	\$ 152.00	\$ 165.00	\$ 60.00	\$ 105.00	\$ 185.00			
	Year 2	\$ 194.75	x25	\$ 4,868.75	\$ 188.70	\$ 155.80	\$ 168.30	\$ 61.20	\$ 107.10	\$ 188.70			
	Year 3	\$ 199.62	x25	\$ 4,990.47	\$ 192.47	\$ 159.70	\$ 171.67	\$ 62.42	\$ 109.24	\$ 192.47			
	Year 4	\$ 204.61	x25	\$ 5,115.23	\$ 196.32	\$ 163.69	\$ 175.10	\$ 63.67	\$ 111.43	\$ 196.32			
	Year 5	\$ 209.72	x25	\$ 5,243.11	\$ 200.25	\$ 167.78	\$ 178.60	\$ 64.95	\$ 113.66	\$ 200.25			
	Total			\$ 24,967.56	\$ 962.75	\$ 798.96	\$ 858.67	\$ 7,806.06	\$ 546.42	\$ 962.75	\$ 36,903.17		
33	LEHI FRONT RUNNER	3101 N Ashton Blvd., Lehi										HRV (FR)	
	Year 1	\$ 395.00	x25	\$ 9,875.00	\$ 650.00	\$ 316.00	\$ 350.00	\$ 180.00	\$ 800.00	\$ 975.00			
	Year 2	\$ 404.88	x25	\$ 10,121.88	\$ 663.00	\$ 323.90	\$ 357.00	\$ 183.60	\$ 816.00	\$ 994.50			
	Year 3	\$ 415.00	x25	\$ 10,374.92	\$ 676.26	\$ 332.00	\$ 364.14	\$ 187.27	\$ 832.32	\$ 1,014.39			
	Year 4	\$ 425.37	x25	\$ 10,634.29	\$ 689.79	\$ 340.30	\$ 371.42	\$ 191.02	\$ 848.97	\$ 1,034.68			
	Year 5	\$ 436.01	x25	\$ 10,900.15	\$ 703.58	\$ 348.80	\$ 378.85	\$ 194.84	\$ 865.95	\$ 1,055.37			
	Total			\$ 51,906.24	\$ 3,382.63	\$ 1,661.00	\$ 1,821.41	\$ 936.73	\$ 4,163.23	\$ 5,073.94	\$ 68,945.18		



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 4/8/2026

TO: Board of Trustees
FROM: Andres Colman, Chief Operations Officer
PRESENTER(S): Kevin Anderson, Director of Maintenance Support
Guy Miner, Facilities Maintenance Manager

TITLE:
Contract: Lawn Care and Landscape Maintenance (Yard Masters Inc.)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorize the Executive Director to execute contract 26-040353 and associated disbursements with Yard Masters Inc. for the estimated price amount of \$265,680.40 for five (5) years for lawn care and landscape maintenance.

BACKGROUND:
Seasonal landscape management is critical to the overall professional appearance of all UTA properties, for maintaining the value of UTA real assets and for providing a safe and pleasant environment for employees and ridership.

On June 25, 2025, the Board approved contract 25-03950 for five years and for similar services. However, that agreement was terminated in October of 2025 because the contractor was not able to adequately meet the conditions of the contract.

DISCUSSION:
This procurement was completed as a Request for Proposal (RFP) and resulted in contracts between Utah Transit Authority (UTA) and three separate awardees (Acer Landscape, Roth Landscape Services, LLC, and Yard Master, Inc.).

The scope of the Yard Masters Inc. contract includes eight (8) UTA property locations under FrontRunner North to be maintained and serviced. Regular landscape maintenance of our properties will include mowing, trimming, fertilizing, vegetation management, and weed control.

CONTRACT SUMMARY:

Contractor Name	Yard Masters Inc.
Contract Number	26-040353
Contract Start/End Dates	Effective after last signature - April 15, 2031
Total Contract Value	\$265,680.40
Procurement Method	RFP
Budget Authority	Approved 2026 Operating Budget

ALTERNATIVES

There are no viable options for this service, unless UTA were to increase its Facilities' staff to perform services in-house.

FISCAL IMPACT:

Each of these contracts will be for five (5) years and will commence upon approval and expire when all services have been received approximately April 15, 2031. The combined pricing for all three (3) contracts is estimated at \$1,067,727.03 over a five (5) year period.

The pricing presented on each contract are estimates based on UTA's best estimate for forecast usage over a five (5) year period.

Contract / Supplier	Yr1 (2026) 8mo	Yr2 (2027)	Yr3 (2028)	Yr4 (2029)	Yr5 (2030)	Yr5 (2031) 4mo	Total over 5yr period
26-040351 Acer Landscape	\$5,353.23	\$8,190.45	\$8,354.26	\$8,521.34	\$8,691.77	\$2,676.62	\$41,787.66
26-040352 Roth Landscape	\$97,120.47	\$148,606.02	\$151,959.20	\$155,299.22	\$158,713.83	\$48,560.23	\$760,258.97
26-040353 Yard Masters	<u>\$33,720.67</u>	<u>\$51,717.40</u>	<u>\$52,895.00</u>	<u>\$54,472.00</u>	<u>\$56,015.00</u>	<u>\$16,860.33</u>	<u>\$265,680.40</u>
Annual Total	<u>\$136,194.37</u>	<u>\$208,513.87</u>	<u>\$213,208.46</u>	<u>\$218,292.56</u>	<u>\$223,420.60</u>	<u>\$68,097.18</u>	<u>\$1,067,727.03</u>

The 2026 approved operating budget includes \$33,720.67 for Lawn Care and Landscape Maintenance. All funds will come from the approved 2026 Contract Services operating expense line in the Department of Facilities annual yearly budget 3800.50353.91 with future requests for years to 2027-2031 as follows:

- 2026 Contract Total: \$33,720.67 (Remaining 8 months 2026)
- 2027 Contract Total: \$51,717.40
- 2028 Contract Total: \$52,895.00
- 2029 Contract Total: \$54,472.00
- 2030 Contract Total: \$56,015.00
- 2031 Contract Total: \$16,860.33 (4 months - Through April 15, 2031)

Total Contract Value: \$265,680.40

Total Contract Pool Value: \$1,067,727.03

ATTACHMENTS:

- Contract: Lawn Care and Landscape Maintenance (Yard Masters Inc.)

GOODS AND SERVICES SUPPLY AGREEMENT

UTA CONTRACT # 26-040353
Lawn Care and Landscape Maintenance

THIS GOODS AND NON-PROFESSIONAL SERVICES SUPPLY AGREEMENT (“Contract”) is entered into and made effective as of the date of last signature below. (“Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and Yard Masters, Inc, a Limited Liability Company located at 3644 West Pioneer Rd., Mapleton, UT 84664 (the “Contractor”).

RECITALS

WHEREAS, on January 14, 2026, UTA received competitive proposals to provide Lawn Care and Landscape Maintenance services and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation (the “Goods and Services”) according to the terms, conditions and specifications prepared by UTA in 26-04035BCM (the “RFP”); and

WHEREAS, UTA wishes to procure the Goods and Services according to the terms, conditions and specifications listed in the RFP (as subsequently amended through negotiation by the parties); and

WHEREAS, the Yard Masters, Inc’s Technical and Price proposals submitted on February 12, 2026 by the Contractor in response to the RFP (“Contractor’s Proposal) was deemed to be the most advantageous to UTA; and

WHEREAS, Contractor is willing to furnish the Goods and Services according to the terms, conditions and specifications of the Contract.

AGREEMENT

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

1. GOOD AND SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor hereby agrees to furnish and deliver the Goods and/or Services in accordance with the Contract as described in Exhibit A (Statement of Work or Services) (including performing any installation, testing commissioning and other Services described in the Contract).

2. TERM

This Contract will be Firm Fixed Price and performance will commence upon the last signature date page (pg. #19) and will continue for a period of five (5) years expiring approximately April

15, 2031. The Contract may be further extended if the Contractor and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Contractor under the Contract shall at all times be subject to and conditioned upon the provisions of the Contract.

3. **COMPENSATION AND FEES**

UTA shall pay Contractor in accordance with the payment milestones or other terms described in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be invoiced after the Goods have been delivered and the Services have been performed. In no event shall advance payments be made.

4. **INCORPORATED DOCUMENTS**

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

5. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

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

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

6. **LAWS AND REGULATIONS**

Contractor and any and all Goods and/or Services furnished under the Contract will comply fully with all applicable Federal and State laws and regulations, including those related to safety and environmental protection. Contractor shall also comply with all applicable licensure and certification requirements.

7. **INSPECTION, DELIVERY AND TRANSFER OF TITLE**

- a. Upon UTA's request, UTA's representative shall be provided access to Contractor's facilities to obtain information on production progress and to make inspections during the manufacturing or assembly process. Contractor will make reasonable efforts to obtain, for UTA, access to subcontractor facilities for the purposes described above. If the specifications include pre-shipment inspection requirements, Goods shall not be shipped until UTA or its designee has inspected the Goods, and authorized Contractor to proceed with the shipment.
- b. Delivery of the Goods is a substantial and material consideration under the Contract. Unless otherwise specifically set forth in the pricing schedule: (i) Contractor shall be solely responsible for the delivery of the Goods FOB to the delivery point specified in the Contract (or otherwise designated by UTA) and all costs related thereto are included in the pricing; and (ii) Contractor shall retain all liabilities and risk of loss with respect to the Goods until the Goods are delivered to, and accepted by, UTA.
- c. After delivery, the Goods shall be subject to inspection, testing and acceptance by UTA, including any testing or commissioning process described in the specifications. UTA shall have the right to reject any Goods or Services that are defective or do not conform to the specifications or other Contract requirements. Goods or Services rejected shall be replaced, repaired or re-performed so as to conform to the Contract (and to UTA's reasonable satisfaction). If Contractor is unable or refuses to correct such Goods within a time deemed reasonable by UTA, then UTA may cancel the order in whole or in part. Any inspection and testing performed by UTA shall be solely for the benefit of UTA. Neither UTA's inspection of the production processes, production progress and/or Goods or Services (nor its failure to inspect) shall relieve Contractor of its obligations to fulfill the requirements of the Contract, or be construed as acceptance by UTA.
- d. Contractor warrants that title to all Goods covered by an invoice for payment will pass to UTA no later than the time of payment. Contractor further warrants that upon submittal of an invoice for payment, all Goods and/or Services for which invoices for payment have been previously issued and payments received from UTA shall be free and clear of liens, claims, security interests or encumbrances in favor of Contractor or any subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided equipment, materials, and labor related to the equipment and/or work for which payment is being requested.

8. **INVOICING PROCEDURES**

- a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
 - i. Contractor Name

- ii. Unique Invoice Number
 - iii. PO Number
 - iv. Invoice Date
 - v. Detailed Description of Charges
 - vi. Total Dollar Amount Due
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to ap@rideuta.com . Invoices not submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA’s accounting department.
- c. Invoices must include a unique invoice number, UTA’s Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to ap@rideuta.com.

9. **WARRANTY OF GOODS AND SERVICES**

- a. Contractor warrants that all Goods (including hardware, firmware, and/or software products that it licenses) and Services shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further warrants that all Goods and Services shall be of the quality specified, or of the best grade if no quality is specified, and, unless otherwise provided in the Contract, will be new, and free from defects in design, materials and workmanship.
- b. Contractor warrants that all Goods and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.
- c. At any time for a period of one (1) year from the date that all Goods have been delivered and all Services have been performed in accordance with the Contract, Contractor shall at its own expense promptly repair, replace and/or re-perform any Goods or Services that are defective or in any way fail to conform to the Contract requirements.
- d. If Contractor fails to promptly make any repair, replacement or re-performance as required herein, UTA may conduct the necessary remedial work at Contractor’s expense. Contractor cannot void the warranty for repair, replacement or re-performance performed under these circumstances. Provided that such repair, replacement or re-performance is conducted in a reasonable manner and with workmanship and care consistent with industry standards, Contractor shall reimburse UTA for the cost of any warranty repair, replacement or re-performance self-performed by UTA.
- e. The foregoing warranties are not intended as a limitation, but are in addition to all other express warranties set forth in the Contract and such other warranties as are implied by

law, custom, and usage of trade. Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to the Contract unless otherwise specified and mutually agreed upon elsewhere in the Contract. In general, Contractor warrants that: (1) the Good will do what the salesperson said it would do, (2) the Good will live up to all specific claims that the manufacturer makes in their advertisements, (3) the Goods will be suitable for the ordinary purposes for which such items are used, (4) the Goods will be suitable for any special purposes that UTA has relied on Contractor's skill or judgment to consider when it advised UTA about the Good, (5) the Goods have been properly designed and manufactured, and (6) the Goods are free of significant defects or unusual problems about which UTA has not been warned. Nothing in this warranty will be construed to limit any rights or remedies UTA may otherwise have under the Contract.

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

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

11. **GENERAL INDEMNIFICATION**

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

12. **INSURANCE REQUIREMENTS**

Standard Insurance Requirements

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

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

- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under UCA 34A-2-103, AND when such contractor or subcontractor executes the appropriate waiver form.

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

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

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

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

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer

to bind coverage on its behalf.

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

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

- F. **SUBCONTRACTORS:** Contractors’ certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Sub-contractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-contractor policies.

- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the UTA Legal Services, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

13. OTHER INDEMNITIES

- a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all claims of any kind or nature whatsoever on account of infringement relating to Contractor’s performance under the Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any Good or Service

is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under the Contract, Contractor shall, at its expense and through mutual agreement between UTA and Contractor, either procure for UTA any necessary intellectual property rights, or modify Contractor's Goods and Services such that the claimed infringement is eliminated.

- b. Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or claims made or filed against UTA on account of any Goods or Services furnished by subcontractors of any tier; and (ii) keep UTA property free and clear of all liens or claims arising in conjunction with any Goods or Services furnished under the Contract by Contractor or its subcontractors of any tier. If any lien arising out of the Contract is filed in conjunction with any Goods or Services furnished under the Contract, Contractor, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.
- c. Contractor will defend, indemnify and hold UTA, its officers, agents and employees harmless from liability of any kind or nature, arising from Contractor's use of any copyrighted or un-copyrighted composition, trade secret, patented or un-patented invention, article or appliance furnished or used in the performance of the Contract.

14. **INDEPENDENT CONTRACTOR**

The parties agree that Contractor, in the carrying out of its duties hereunder, is an independent contractor and that neither Contractor nor any of its employees is or are agents, servants or employees of UTA. Neither Contractor nor any of Contractor's employees shall be eligible for any workers compensation insurance, pension, health coverage, or fringe benefits which apply to UTA's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by UTA on behalf of Contractor or the employees of Contractor. Contractor acknowledges that it shall be solely responsible for payment of all payrolls, income and other taxes generally applicable to independent contractors.

15. **STANDARD OF CARE.**

Contractor shall perform any Services to be provided under the Contract in a good and workmanlike manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated independent contractors (including, as

applicable, professional standards of care).

16. USE OF SUBCONTRACTORS

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

17. CONTRACTOR SAFETY COMPLIANCE

Contractor, including its employees, subcontractors, authorized agents, and representatives, shall comply with all UTA and industry safety standards, NATE, OSHA, EPA and all other State and Federal regulations, rules and guidelines pertaining to safety and environmental management, and will be solely responsible for any fines, citations or penalties it may receive or cause UTA to receive pursuant to this Contract. Each employee, contractor and subcontractor must be trained in UTA environmental and Safety Management principles. Contractor acknowledges that its Goods and Services might affect UTA’s environmental obligations. A partial list of activities, products or Services deemed as have a potential environmental effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

18. ENVIRONMENTAL RESPONSIBILITY

Contractor acknowledges that its Goods and/or Services might affect UTA’s ability to maintain environmental obligations. A partial list of activities, products or Services deemed as have a potential environmental effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents.

Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

19. **ASSIGNMENT OF CONTRACT**

Contractor shall not assign any of its rights or responsibilities, nor delegate its obligations, under this Contract or any part hereof without the prior written consent of UTA, and any attempted transfer in violation of this restriction shall be void.

20. **SUSPENSION OF WORK**

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

21. **TERMINATION**

- a. **FOR CONVENIENCE**: UTA shall have the right to terminate the Contract at any time by providing written notice to Contractor. If the Contract is terminated for convenience, UTA shall pay Contractor: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.
- b. **FOR DEFAULT**: If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment

to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor seven (7) days written notice to cure such default:

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

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

22. **CHANGES**

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

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

- b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract

undertaken by Consultant without such written authority shall be at Consultant’s sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.

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

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

- d. As soon as practicable, but in no event longer than 30 days after providing notice, Consultant must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Consultant’s entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 20 of this Contract.

23. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

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

24. **FINDINGS CONFIDENTIAL**

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

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

a. It is hereby agreed that the following information is not considered to be confidential:

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

25. **PUBLIC INFORMATION.**

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

26. **PROJECT MANAGER**

UTA's Project Manager for the Contract is Johnny Johnson, or designee. All questions and correspondence relating to the technical aspects of the Contract should be directed to UTA's Project Manager at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-3051.

27. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Brent Miller, or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Grants & Contracts Administrator at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-3009.

28. **CONFLICT OF INTEREST**

Contractor represents that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of UTA to secure favorable treatment with respect to being awarded the Contract. No member, officer, or employee of UTA during their tenure or one year thereafter shall have any interest, direct or indirect, in the Contract or the proceeds thereof.

29. **NOTICES OR DEMANDS**

a. Any and all notices, demands or other communications required hereunder to be given by one party to the other shall be given in writing and may be electronically delivered , personally delivered, mailed by US Mail, postage prepaid, or sent by overnight courier service and addressed to such party as follows:

If to UTA:
Utah Transit Authority
ATTN: Contract Administrator
669 West 200 South
Salt Lake City, UT 84101
brmiller@rideuta.com

If to Contractor:
Yard Masters, Inc
ATTN: Bryce Wade
3644 West Pioneer Rd.
Mapleton, UT 84664
bryce@yardmasters.com

b. Either party may change the address at which such party desires to receive written notice of such change to any other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

30. **CLAIMS/DISPUTE RESOLUTION**

- a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 20. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.
- b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.
- c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.
- d. The time schedule for escalation of disputes, including disputed requests for change

order, shall be as follows:

Level of Authority	Time Limit
UTA’s Project Manager/Contractor’s Project Manager	Five calendar days
UTA’s Contract Administrator/Contractor’s Brylee Buxton	Five calendar days
UTA’s Facilities Manager/Contractor’s Bryce Wade	Five calendar days

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

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

31. **GOVERNING LAW**

The validity, interpretation and performance of the Contract shall be governed by the laws of the State of Utah, without regard to its law on the conflict of laws. Any dispute arising out of the Contract that cannot be solved to the mutual agreement of the parties shall be brought in a court of competent jurisdiction in Salt Lake County, State of Utah. Contractor consents to the jurisdiction of such courts.

32. **COSTS AND ATTORNEY FEES.**

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

33. **SEVERABILITY**

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

34. **AMENDMENTS**

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

35. **FORCE MAJEURE**

Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which are beyond that party's reasonable control. This also includes cost increases due solely to Governmental Action such as unanticipated tariffs, duties or changes in law. UTA may terminate the Contract after determining that such cost increase, delay or default will reasonably prevent successful performance of the Contract.

36. **NO THIRD-PARTY BENEFICIARIES**

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

37. **ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto.

38. **COUNTERPARTS**

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

39. **NONWAIVER**

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

40. **SALES TAX EXEMPT**

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.

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

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

42. **SURVIVAL**

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 7, 9, 10, 11, 12, 13, 15, 17, 18, 19, 21, 23, 24, 25, 30, 31, 32, and 40.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be executed by officers duly authorized to execute the same as of the date of last signature below.

UTAH TRANSIT AUTHORITY:

ROTH LANDSCAPE SERVICES, LLC:

By _____ Date _____

Signed by:
By Bryce Wade Date 3/11/2026
D2A9D0BD5D414C6...

Name _____

Name Bryce wade

Title _____

Title COO

By _____ Date _____

By _____ Date _____

Name _____

Name _____

Title _____

Title _____

DocuSigned by:
By Mike Bell Date 3/11/2026
70E33A415BA44F6...
UTA Legal Counsel

EXHIBIT A

STATEMENT OF WORK

Contractor(s) will provide lawn care services and as needed additional landscape maintenance for UTA Bus, TRAX (Light-Rail) facilities. This will be a five-year scope for eight (8) UTA property locations under Property Group 6 Front Runner North as shown in Exhibit B. The additional landscape maintenance services specifically include Spring Clean-Up, Lawn Aeration, Lawn Weed Control and Fertilization, Flower Bed Weeding, Shrub Trimming, and Fall Clean-Up. UTA reserves the right to add or reduce the properties assigned to the contract.

Lawn cutting services are based on 25 occurrences per year (April – October), however actual number of occurrences may be higher or lower depending on the seasonal weather conditions. Property Location Numbers; 34, 39, and 41, may also require weekly flower bed weeding. The Contractor will contact UTA's respective Project Manager or designee to coordinate and schedule weeding service. All other landscape maintenance services as listed in the Price Schedule are based on a single annual occurrence and must be provided by the Contractor upon request only from UTA's Program Managers or designee. UTA reserves the right to request additional occurrences of any lawn care and landscape maintenance services as needed.

The contractor shall provide all labor, materials, supplies, appropriate equipment, (i.e. large-scale commercial grade mechanical lawn mowing and grass catcher equipment), and transportation necessary to provide lawn care and landscape maintenance services at the locations specified in the Price Schedule and herein as set forth in this Statement of Work and Specifications. This service covers all lawn cutting and grounds care per the Specifications. At no time will contractor personnel cross into the track area or onto the rail right-of-way.

1. EXPERIENCE and QUALIFICATIONS:

Contractor must have a minimum of five (5) years of experience delivering Lawn Care and Landscape Maintenance services, as outlined in this Statement of Work.

Contractor must have the capability and capacity to service multiple property locations (each with more than 15 sites) on a weekly basis, with each property containing a minimum of 5,000 square feet of lawn or landscaped area.

2. CONTRACTOR'S PERSONNEL:

Contractor will provide the adequate number of fully trained personnel necessary to maintain service schedules and have the required skills to perform the Lawn Care and Landscape Maintenance services, as outlined in this Statement of Work, for UTA's multiple property locations. All training will be provided by the Contractor in accordance with all State and Federal guidelines and regulations.

3. RESPONSE TIME: Contractor must have local presence or capability to provide urgent

services within a 24-hour notice or an agreed time. All other service schedules will be determined by the UTA Project Manager or authorized designee and the contractor within a responsible time frame.

4. PROJECT SCHEDULE AND SERVICE LOCATIONS:

Contractor will be responsible for creating and maintaining service schedules for each property location and notify the appropriate Project Manager or authorized designee one week in advance of any schedule changes. Refer to the 26-04035BCM Price Schedule which is uploaded into Utah State's Public Procurement Site, Euna U3P/Bonfire for this RFP, to obtain Property Group service area address locations, required service types, aerial map for each UTA property, and the designated property managers. All lawns must be cut on a weekly basis; days between cuttings must not exceed 7 days. All Lawn Care and Landscaping services will be completed on the same day as they started. During periods when weather conditions prevent normal scheduled services, the Contractor must complete service on the next available day that weather conditions would allow, and notify the Project Manager or authorized designee.

5. SAFETY EQUIPMENT:

Contractor personnel using lawn cutting equipment shall wear Protective footwear and safety glasses in accordance with all State and Federal guidelines and regulations.

6. EQUIPMENT:

The contractor will provide all labor, materials, supplies, appropriate equipment (i.e. large-scale commercial grade mechanical lawn mowing and grass catcher equipment) necessary to perform all services in this RFP. The Contractor will maintain all equipment in good repair with sharp blades etc. and safe operating condition. UTA reserves the right to have unsafe equipment removed from UTA property. Replacement of unsafe equipment will be at no additional cost to UTA. The Contractor's Technical Proposal must list the service equipment and materials to be used.

7. CONTRACTOR LIABILITY:

Contractor will be liable and responsible for all damage done to trees, shrubs, bushes, sprinkler systems and or sprinkler heads, barriers and or any damage done to real property resulting from the negligence of the Contractor in the course of this contract. All such damages will be repaired/replaced as damaged by the Contractor at no cost to UTA. Contract will comply with all applicable State and Federal guidelines and regulations.

8. INSPECTIONS & NON-PAYMENTS:

Invoices will not be paid for work not completed. Cameras may be used to verify work performed. Periodic physical OR camera recording inspections will be conducted by UTA

Facilities personnel to verify that work is completed as required. Inspections will be made as determined necessary by the Facilities Manager, or his designated representative (hereinafter referred to as the “ inspector”), and may be made based on the Contractor’ s performance throughout the contract. Inspections may be scheduled or unscheduled. Invoice payments will be at the discretion of the Facilities Manager based on each situation encountered. Performance issues and payments withheld will be fully documented and processed through the Project Manager.

SPECIFICATIONS

All lawns must be cut on a weekly basis; days between cuttings must not exceed 7 days. All cutting will be completed the same day as started. Grass will be cut to a length of 2" to 3" except for the first and last cuttings of season which will be 1 " long. Any variations will be as instructed by the Project Manager or authorized designee.

1. All lawns must be edged and trimmed around sidewalks, driveways, cement retaining walls, fencelines, and shrub beds. Trimming/edging will include grass and/or weeds in the cracks in the fencelines, sidewalks, curbs, gutters, parking areas, and driveways, to include any intrusive tree saplings.
2. All sprinkler heads and valve boxes must be kept clear of grass (grass trimmed below heads). Pop up sprinkler heads will be cleared as required.
3. All clippings will be removed by the use of grass catchers and will be disposed of in a legal manner. All clippings and debris will be removed on the day of service.
4. Grass/debris cannot be blown onto or left in roadways, parking areas or track right-of-way.
5. All weeds in parking lots and sidewalks will be trimmed weekly.
6. All sidewalks and walkways must be cleaned and grass clippings removed and disposed of in a legal manner.
7. All trash and papers that blow onto the lawn and flower/shrub beds must be cleaned up and removed at each weekly cutting.
8. Trash along curb areas will be removed and curb areas kept clean.
9. Cutting is to be started and completed on the same day each week. (Example: If initial cutting is accomplished on Wednesday, then all subsequent cutting will be on Wednesdays). All cutting is to be accomplished in one day without delay.
10. The following will be done upon the Project Manager’s request:
 - a. Lawn aeration
 - b. Lawn weed control and fertilization
 - c. Flower bed weeding
 - d. Shrub trimming
 - e. Fall/Spring flower bed and leaf clean up.

11. Other UTA properties may be added upon request.

Areas requiring service will be those identified in Exhibit B the Price Schedule which includes the Property Group with respective service site address location.

EXHIBIT B
PRICE RATE SCHEDULE
ESTIMATED CONTRACT VALUE \$265,680.40
For Five (5) Year Service Period
PAYMENT TERMS: Net30 upon completion of all services for each Service Event
All Price Rates for each Service Event are as stated below:

Price Adjustments:

UTA will only consider price adjustments (increases and reductions) annually, to occur once every twelve (12) months after the contract effectivity date. Price adjustments for all service and product items affected by a specific price or rate change must be addressed at the same time when possible. Any request for a price or rate adjustment must be made at least thirty (30) days prior to the annual effective date. Requests for a price or rate adjustment must include sufficient written documentation supporting the request and must be sent to the UTA Purchasing Department Contract Administrator or designee for review. Any requested for a price adjustment increase shall not exceed the U.S. Bureau of Labor Statistics Producer Price Index (PPI) Commodity Series ID# WPU0652026A: Chemicals and allied products-Phosphoric acid, 52-54 percent APA (Material) and the PPI Labor: 37-3011 Landscaping and Groundskeeping Workers (Labor).

UTA will not accept or be responsible for or pay for any costs, charges or fees not included or identified on this Price Schedule.

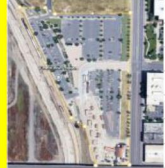
No retroactive adjustment to prices or rates will be allowed. Contractor will not delay delivery of service or product pending any price or rate change. If price or rate increases are not mutually acceptable, the contract service or product item may be subject cancellation.

PROPERTY GROUP 6 FRONT RUNNER NORTH

GROUP 6

PROPERTY NUMBER	Property Name and Location	WEEKLY CUTTING, TRIM, AND CLEAN UP	APPROXIMATELY 25 WEEKS PER YEAR	Total	SPRING CLEAN UP (UTA Call-In as needed)	LAWN AERATION (UTA Call-In as needed)	LAWN WEED CONTROL FERTILIZATION (UTA Call-In as needed)	FLOWER BED WEEDING (UTA Call-In as needed except Property#s 1,7,10,26,32,34,39,&41 Contractor to schedule weekly)	SHRUB TRIMMING (UTA Call-In as needed)	FALL CLEAN UP (UTA Call-In as needed)	
34	23RD OGDEN	2393 S. Wall Ave.									
	Year 1	\$ 155.00	x25	\$ 3,875.00	\$ 309.00	\$ 176.00	\$ 176.00	\$ 241.00	\$ 1,440.00	\$ 465.00	
	Year 2	\$ 159.00	x25	\$ 3,975.00	\$ 318.00	\$ 181.00	\$ 181.00	\$ 248.00	\$ 1,440.00	\$ 479.00	
	Year 3	\$ 164.00	x25	\$ 4,100.00	\$ 328.00	\$ 186.00	\$ 186.00	\$ 255.00	\$ 1,440.00	\$ 493.00	Location
	Year 4	\$ 169.00	x25	\$ 4,225.00	\$ 338.00	\$ 192.00	\$ 192.00	\$ 263.00	\$ 1,483.00	\$ 508.00	Grand
	Year 5	\$ 174.00	x25	\$ 4,350.00	\$ 348.00	\$ 198.00	\$ 198.00	\$ 271.00	\$ 1,528.00	\$ 523.00	Total
	Total				\$ 20,525.00	\$ 1,641.00	\$ 933.00	\$ 933.00	\$ 31,950.00	\$ 7,331.00	\$ 2,468.00
35	ROY	4155 S. Sandridge Dr.									
	Year 1	\$ 170.00	x25	\$ 4,250.00	\$ 435.00	\$ 248.00	\$ 170.00	\$ 175.00	\$ 1,440.00	\$ 618.00	
	Year 2	\$ 175.00	x25	\$ 4,375.00	\$ 448.00	\$ 255.00	\$ 172.00	\$ 175.00	\$ 1,440.00	\$ 618.00	
	Year 3	\$ 180.00	x25	\$ 4,500.00	\$ 461.00	\$ 263.00	\$ 175.00	\$ 175.00	\$ 1,440.00	\$ 618.00	Location
	Year 4	\$ 186.00	x25	\$ 4,650.00	\$ 475.00	\$ 271.00	\$ 180.00	\$ 180.00	\$ 1,483.00	\$ 637.00	Grand
	Year 5	\$ 191.00	x25	\$ 4,775.00	\$ 490.00	\$ 279.00	\$ 184.00	\$ 186.00	\$ 1,528.00	\$ 656.00	Total
	Total				\$ 22,550.00	\$ 2,309.00	\$ 1,316.00	\$ 881.00	\$ 891.00	\$ 7,331.00	\$ 3,147.00
36	CLEARFIELD	1250 S. State St.									
	Year 1	\$ 79.00	x25	\$ 1,975.00	\$ 120.00	\$ 85.00	\$ 85.00	\$ 155.00	\$ 780.00	\$ 210.00	
	Year 2	\$ 81.00	x25	\$ 2,025.00	\$ 124.00	\$ 87.00	\$ 87.00	\$ 159.00	\$ 780.00	\$ 215.00	
	Year 3	\$ 84.00	x25	\$ 2,100.00	\$ 127.00	\$ 91.00	\$ 91.00	\$ 164.00	\$ 780.00	\$ 217.00	Location
	Year 4	\$ 86.00	x25	\$ 2,150.00	\$ 131.00	\$ 93.00	\$ 93.00	\$ 170.00	\$ 840.00	\$ 220.00	Grand
	Year 5	\$ 89.00	x25	\$ 2,225.00	\$ 135.00	\$ 96.00	\$ 96.00	\$ 175.00	\$ 870.00	\$ 222.00	Total
	Total				\$ 10,475.00	\$ 637.00	\$ 452.00	\$ 452.00	\$ 823.00	\$ 4,050.00	\$ 1,084.00
37	LAYTON	150 S. Main St.									
	Year 1	\$ 94.00	x25	\$ 2,350.00	\$ 270.00	\$ 65.00	\$ 65.00	\$ 130.00	\$ 1,300.00	\$ 380.00	
	Year 2	\$ 97.00	x25	\$ 2,425.00	\$ 273.00	\$ 67.00	\$ 67.00	\$ 130.00	\$ 1,360.00	\$ 385.00	
	Year 3	\$ 100.00	x25	\$ 2,500.00	\$ 277.00	\$ 69.00	\$ 69.00	\$ 130.00	\$ 1,385.00	\$ 390.00	Location
	Year 4	\$ 103.00	x25	\$ 2,575.00	\$ 283.00	\$ 71.00	\$ 71.00	\$ 134.00	\$ 1,420.00	\$ 396.00	Grand
	Year 5	\$ 106.00	x25	\$ 2,650.00	\$ 285.00	\$ 73.00	\$ 73.00	\$ 138.00	\$ 1,480.00	\$ 302.00	Total
	Total				\$ 12,500.00	\$ 1,388.00	\$ 345.00	\$ 345.00	\$ 662.00	\$ 6,945.00	\$ 1,853.00

Aerial Maps



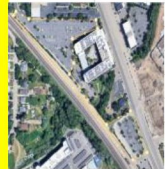
HRV (FR)



HRV (FR)



HRV (FR)



HRV (FR)

PROPERTY GROUP 6 FRONT RUNNER NORTH

GROUP 6

Aerial Maps

PROPERTY NUMBER	Property Name and Location	WEEKLY CUTTING, TRIM, AND CLEAN UP	APPROXIMATELY 25 WEEKS PER YEAR	Total	SPRING CLEAN UP (UTA Call-In as needed)	LAWN AERATION (UTA Call-In as needed)	LAWN WEED CONTROL FERTILIZATION (UTA Call-In as needed)	FLOWER BED WEEDING (UTA Call-In as needed except Property#s 1,7,10,26,32,34,39,&41 Contractor to schedule weekly)	SHRUB TRIMMING (UTA Call-In as needed)	FALL CLEAN UP (UTA Call-In as needed)	
38	WOODS CROSS	750 S. 800 W.									
	Year 1	\$ 163.00	x25	\$ 4,075.00	\$ 445.00	\$ 140.00	\$ 136.00	\$ 281.00	\$ 1,368.00	\$ 590.00	
	Year 2	\$ 168.00	x25	\$ 4,200.00	\$ 453.00	\$ 144.00	\$ 140.00	\$ 286.00	\$ 1,368.00	\$ 596.00	
	Year 3	\$ 173.00	x25	\$ 4,325.00	\$ 457.00	\$ 148.00	\$ 144.00	\$ 292.00	\$ 1,368.00	\$ 597.00	
	Year 4	\$ 178.00	x25	\$ 4,450.00	\$ 468.00	\$ 152.00	\$ 149.00	\$ 297.00	\$ 1,409.00	\$ 599.00	
	Year 5	\$ 183.00	x25	\$ 4,575.00	\$ 475.00	\$ 156.00	\$ 153.00	\$ 305.00	\$ 1,451.00	\$ 645.00	
	Total			\$ 21,625.00	\$ 2,298.00	\$ 740.00	\$ 722.00	\$ 1,461.00	\$ 6,964.00	\$ 3,027.00	\$ 36,837.00
39	OGDEN BUS	135 West 17th Street									
	Year 1	\$ 190.00	x25	\$ 4,750.00	\$ 340.00	\$ 145.00	\$ 145.00	\$ 65.00	\$ 373.00	\$ 340.00	
	Year 2	\$ 196.00	x25	\$ 4,900.00	\$ 340.00	\$ 149.00	\$ 149.00	\$ 65.00	\$ 384.00	\$ 340.00	
	Year 3	\$ 202.00	x25	\$ 5,050.00	\$ 340.00	\$ 154.00	\$ 154.00	\$ 65.00	\$ 396.00	\$ 340.00	
	Year 4	\$ 208.00	x25	\$ 5,200.00	\$ 350.00	\$ 158.00	\$ 158.00	\$ 67.00	\$ 408.00	\$ 350.00	
	Year 5	\$ 214.00	x25	\$ 5,350.00	\$ 361.00	\$ 163.00	\$ 163.00	\$ 69.00	\$ 420.00	\$ 361.00	
	Total			\$ 25,250.00	\$ 1,731.00	\$ 769.00	\$ 769.00	\$ 8,275.00	\$ 1,981.00	\$ 1,731.00	\$ 40,506.00
40	RIVERDALE PARK AND RIDE	5234 South Freeway Park Drive									
	Year 1	\$ 112.00	x25	\$ 2,800.00	\$ 220.00	\$ 148.00	\$ 148.00	\$ 70.00	\$ 120.00	\$ 220.00	
	Year 2	\$ 115.00	x25	\$ 2,875.00	\$ 220.00	\$ 152.00	\$ 152.00	\$ 70.00	\$ 120.00	\$ 220.00	
	Year 3	\$ 119.00	x25	\$ 2,975.00	\$ 220.00	\$ 157.00	\$ 157.00	\$ 70.00	\$ 120.00	\$ 220.00	
	Year 4	\$ 122.00	x25	\$ 3,050.00	\$ 228.00	\$ 162.00	\$ 162.00	\$ 72.00	\$ 124.00	\$ 228.00	
	Year 5	\$ 126.00	x25	\$ 3,150.00	\$ 236.00	\$ 167.00	\$ 167.00	\$ 74.00	\$ 127.00	\$ 236.00	
	Total			\$ 14,850.00	\$ 1,124.00	\$ 786.00	\$ 786.00	\$ 356.00	\$ 611.00	\$ 1,124.00	\$ 19,637.00
41	WARM SPRINGS	900 North 500 West									
	Year 1	\$ 64.00	x25	\$ 1,600.00	\$ 120.00	\$ 65.00	\$ 65.00	\$ 70.00	\$ 550.00	\$ 180.00	
	Year 2	\$ 66.00	x25	\$ 1,650.00	\$ 124.00	\$ 67.00	\$ 67.00	\$ 70.00	\$ 550.00	\$ 185.40	
	Year 3	\$ 68.00	x25	\$ 1,700.00	\$ 127.00	\$ 69.00	\$ 69.00	\$ 70.00	\$ 550.00	\$ 191.00	
	Year 4	\$ 70.00	x25	\$ 1,750.00	\$ 131.00	\$ 71.00	\$ 71.00	\$ 72.00	\$ 567.00	\$ 197.00	
	Year 5	\$ 72.00	x25	\$ 1,800.00	\$ 135.00	\$ 73.00	\$ 73.00	\$ 74.00	\$ 583.00	\$ 203.00	
	Total			\$ 8,500.00	\$ 637.00	\$ 345.00	\$ 345.00	\$ 8,900.00	\$ 2,800.00	\$ 956.40	\$ 22,483.40

HRV (FR)



Bus



HRV (FR)



HRV (FR)





Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 4/8/2026

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Jon Larsen, Chief Capital Services Officer
PRESENTER(S): Dan Hofer, Director of Capital Programming and Support

TITLE:

Change Order: Program Management Services Change Order No. 04 - Contract Extension and Budget Adjustment (HNTB Corporation)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute Change Order 4 to Contract 20-03384 and associated disbursements with HNTB Corporation ("HNTB") in the not-to-exceed amount of \$4,200,000.

BACKGROUND:

On April 14, 2021, the Board of Trustees approved Contract 20-03384 with HNTB Corporation to provide program management services for an initial term of three years, with up to two additional one-year option periods.

DISCUSSION:

With this submitted Change Order No. 4, UTA is requesting the extension of the professional services agreement, which is currently set to expire on April 16, 2026, through December 31, 2026. An increase in the amount of \$4,200,000 is needed for HNTB to continue providing program management services, resulting in a final total not-to-exceed amount of \$47,582,015.

UTA intends to procure a new program management services agreement by the end of 2026 to align the new consultant's period of performance with UTA's yearly budget authority.

The extension of the contract to December 31, 2026, will offer the following:

1. Provides continuity with delivering projects/tasks that are underway.
2. Provides continued support/development of key program initiatives including, but not limited to: general project support, engineering support, construction management and quality oversight support, 10-year unconstrained plan support, community engagement, and project controls support.
3. The contract amendment is needed to allow continuing work in progress supported by the HNTB Program Management Services.

Additional details are included in the HNTB Program Management Support HNTB Contract Extension Scope document.

CONTRACT SUMMARY:

Contractor Name:	HNTB Corporation
Contract Number:	20-03384-04
Base Contract Effective Dates:	April 17, 2021 - April 16, 2026
Extended Contract Dates:	April 17, 2026 - December 31, 2026
Existing Contract Value:	\$43,382,015
Amendment Amount:	\$4,200,000
New/Total Contract Value:	\$47,582,015
Procurement Method:	Request for Proposal
Budget Authority:	Approved 2026 Capital Budget

ALTERNATIVES:

UTA could elect not to extend this contract. This action would require a new procurement for a Program Management consultant. This would also cause a lapse in program support until a new consultant team could be procured.

FISCAL IMPACT:

The total not-to-exceed amount for this change order allocates \$4,200,000 of the 2026 Capital Budget for Program Management Services.

Project groupings and associated funding amounts supported by this \$4,200,000 change order:

- General Program Management - \$1,413,760
- Capital Services Projects - \$2,538,259
- Finance Projects - \$8,287
- Operations Projects - \$57,137
- Planning Projects - \$182,557

2026 Change Order Total: \$4,200,000

Contract Total Not-to-Exceed: \$47,582,015

ATTACHMENTS:

- Change Order: Program Management Services Change Order No. 04 - Contract Extension and Budget Adjustment (HNTB Corporation)
- Change Order No. 4 - Scope

Utah Transit Authority
 669 West 200 South
 Salt Lake City, Utah 84101
 Phone: (801) 741-8885
 Fax: (801) 741-8892



CHANGE ORDER

No. 4

TITLE: Contract Extension & Budget Adjustment
 PROJECT/CODE: MUL2020 - HNTB PMCS Contract
 TO: HNTB
 ATTN: Dominic Spaethling

DATE: 2/17/2026
 This is a change order to
 CONTRACT No: 20-03384VW

DESCRIPTION OF CHANGE: Brief scope, references to scope defining documents such as RFIs, submittals, specified drawings, exhibits, etc.

On April 17, 2021, UTA and HNTB Corporation entered into a professional services agreement to provide program management services for an initial term of three years, with up to two additional one-year option periods. The original three-year contract amount was not-to-exceed \$17,086,495.

A contract budget amendment was executed on May 3, 2023, increasing the initial three-year contract amount by \$7,845,520, for a total not-to-exceed contract value of \$24,932,015.

The first option year and corresponding budget adjustment were executed on January 31, 2024, in the amount of \$9,250,000, bringing the total not-to-exceed contract value to \$34,182,015.

The second option year and corresponding budget adjustment were executed on March 12, 2025, in the amount of \$9,200,000, bringing the total not-to-exceed contract value to \$43,382,015.

Through this Change Order, UTA is requesting the extension of the professional services agreement, which is currently set to expire on April 16, 2026, through December 31, 2026. A budget adjustment in the amount of \$4,200,000 is needed for HNTB to continue providing program management services, resulting in a final total not-to-exceed amount of \$47,582,015.

Direction or Authorization to Proceed (DAP) previously executed: YES ___ NO X

It is mutually agreed upon, there is a schedule impact due to this Change order: YES X NO ___

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.

Current Change Order		Contract		Schedule	
Lump Sum:	-	Original Contract Sum:	\$17,086,495	Final Completion Date Prior to This Change:	4/16/2026
Unit Cost:	-	Net Change by Previously Authorized Changes:	\$26,295,520	Contract Time Change This Change Order (Calendar Days):	259
Cost Plus:	-	Previous Project Total:	\$43,382,015	Final Completion Date as of This Change Order:	12/31/2026
T&M NTE:	\$4,200,000	Net Change This Change Order:	\$4,200,000		
Total:	\$4,200,000	Current Project Total:	\$47,582,015		

ACCEPTED by:
 By: Dominic Spaethling
 Date: 3/4/2026

Dominic Spaethling
 HNTB

By: _____
 Date: _____
Dan Hofer
 Project Manager <\$25,000

By: _____
 Date: _____
Dan Hofer
 Director of Capital Programming/Support
 DocuSigned by: <\$75,000

By: _____
 Date: _____
Jon Larsen
 Chief Capital Services Officer <\$200,000

By: _____
 Date: _____
Vicki Woodward
 Procurement

By: Mike Bell
 Date: 3/15/2026
Mike Bell
 Attorney General >\$10,000

By: _____
 Date: _____
Jay Fox
 Executive Director >\$200,000



Change Order Summary Worksheet
 Previously Authorized Changes

Contract **20-03384VW HNT**

Change Order No	Date	Amount of CO	Running Contract Total	Subject
Original Contract			\$17,086,495	
1	4/6/2023	\$7,845,520	\$24,932,015	HTNB Contract Budget Adjustment
2	11/28/2023	\$9,250,000	\$34,182,015	One Year Term & Budget Adjustment
3	1/9/2025	\$9,200,000	\$43,382,015	Second Year Contract Option Term and Budget Adjustment
Total to Date		\$ 26,295,520		

Program Management Support HNTB Contract Extension Scope

Justification

On April 17, 2021, UTA and HNTB Corporation entered into a professional services agreement to provide program management services for an initial term of three years, with up to two additional one-year option periods. The original three-year contract amount was not-to-exceed \$17,086,495.

A contract budget amendment was executed on May 3, 2023, increasing the initial three-year contract amount by \$7,845,520, for a total not-to-exceed contract value of \$24,932,015.

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Through this Change Order, UTA is requesting the extension of the professional services agreement, which is currently set to expire on April 16, 2026, through December 31, 2026. A budget adjustment in the amount of \$4,200,000 is needed for HNTB to continue providing program management services, resulting in a final total not-to-exceed amount of \$47,582,015.

UTA had anticipated advertising for a new program management services contract rather than doing an extension. Discussions around the contract structure are still on-going. UTA anticipates finishing these discussions soon and advertising in Q2 assuming no significant delays occur.

Overview

This document outlines the major projects, program initiatives, and associated HNTB team level of effort (budget) needed to support the program through the end of the calendar year 2026. The accompanying contract extension budget shown in 'Attachment 2 – UTA PMSC Budget Contract Extension Estimate' provides the budget detail for each task. The estimate is based on the representative actual level of support provided by the HNTB team through the 2025 calendar year. The budget for the extension assumes a similar level will be required to support UTA's capital program from April 17, 2026, to December 31, 2026. The sections below outline the major areas of support and the proposed contract extension.

General Program Management Efforts:

The program management tasks include the following:

- General project management – coordination with UTA Capital Services Chief, Directors, and Project Managers on project and staffing needs. Day-to-day management of team and subconsultants, contracting, invoicing, labor review, etc.
- Program Budget – management of project budgets for team support throughout year. Coordination and development of annual budgets and task budgets with UTA PMs for project support.
- Program Resources – identification and alignment of resources for all projects and tasks.

- Program and Project Delivery Systems – continued support with Procore integration, development of project management tools and processes, standard drawing development, and other program initiatives focused on continual improvement.
- Success Management and Team Building – strategic and focused collaboration for team (team building events).
- Capital Program Development Support – provide support with grant applications, grants management, 10-year unconstrained plan, and other tasks as assigned.
- Community Engagement and Public Involvement – provide resources to support engagement and outreach on projects.
- Quality Management – management support for quality oversight activities, quality training, and revisions to the quality management plan as needed.
- Project Controls – support with general project controls on miscellaneous projects (change orders, invoicing, schedules, etc.)

Contract Extension Justification

- 1) The following task's level of effort will be consistent with the past five contract years. These include general project management, program budget, and program resources. These tasks are associated with managing the project team, billing/invoicing, and overall contract management.
- 2) The Program and Project Delivery Systems task generally has more variability, capturing various program initiative work focused on improving UTA's standards and program delivery capabilities.
- 3) The Capital Program Development Support task will continue at a similar level of effort as 2025 with continued work on the 10-year capital plan and grants support as needed.
- 4) Project controls level of effort will be consistent with 2025 levels.
- 5) The Quality Management task will be increased to provide more support for contract quality audits and process implementations for UTA's Quality Team including technology implementation, additional office support, and documentation production.

Capital Services Projects:

HNTB will provide project management support, engineering, procurement, construction management oversight, and project controls on 43 capital services projects. These projects include the following:

- Prop 1 Davis County Bus Stop Improvements
- OGX BRT
- Davis-SLC Community Connector
- Clearfield FrontRunner Station Trail
- Sharp/Tintic Rail Corridor Connection
- Point of the Mountain Transit
- Salt Lake County Bus Stop Improvements/Construction
- Planning and Environmental Analysis
- FrontRunner 2X
- MVX BRT
- TRAX Orange Line Implementation and Red Line Realignment
- Mt Ogden Administration Building
- S-Line Extension
- 5600 West Bus Route
- Salt Lake Central Headquarters & Station Redevelopment
- Transit Oriented Development Working Capital
- FrontRunner South Extension
- New Maintenance Training Facility
- Maintenance Of Way Department Training Yard
- Utah County Park & Ride Lots (x2)
- UVX BRT 900 East Station
- Light Rail Vehicle Overhaul Program
- Sustainability Project Pool
- Federal 5339 Grant Program- Bus Stop Construction
- FrontRunner 2X – The Point Improvements
- TRAX Forward
- Bus Overhaul
- SD100/SD160 Light Rail Vehicle Replacement
- Locomotive Engine Overhaul
- Bridge Rehabilitation & Maintenance
- Rail Replacement Program
- Jordan River #2 Remodel
- Commuter Rail Vehicle Rehab
- Grade Crossing Replacement Program
- Traction Power Substation Component Replacement
- Overhead Catenary System Rehab and Replace
- Ballast and Tie Replacement
- Bus Stop Enhancements for ADA Compliance
- UTA End of Line (EOL) Enhancements
- UTA Operator Restrooms
- Weber County Corridor Preservation
- Box Elder County Corridor Preservation
- Lab Building FLHQ Demolition/Parking Lot

Contract Extension Justification

- 6) There are several projects that will require an extended level of support from multiple disciplines including project management, engineering, construction management, and project controls. These include the following:
- a) Davis-SLC Connector – program management team will provide project management support and technical oversight through the completion of the design phase of the project. In addition, the team will continue to support the CIG process and future procurement activities.
 - b) FrontRunner 2X – continue to provide project management support, technical oversight, and project controls.
 - c) Mid-Valley Connector – provide construction oversight, project management support, and project close-out support.
 - d) S-Line Extension – provide project management support, design review, construction oversight, and community engagement/stakeholder coordination.



- e) Bus Stop Projects – project management support, coordination with service planners, procurement, design/construction oversight, and community engagement.
- f) OCS Rehab/Replace – project management and technical oversight for systems related projects.
- 7) The program management team currently supports all the projects noted at various levels. Support includes project controls, procurement support, design reviews, ridership modeling, utility coordination, survey, cost estimating, planning, environmental, and geotechnical services.

Finance Projects:

HNTB will provide support to the following projects:

- Fares Systems Replacement Program - ICI222 – project controls support

Contract Extension Justification

- 1) The HNTB PMSC support on this project is ongoing.

Operations Projects:

The project team will provide project controls support for the following facilities (SGR projects):

- | | |
|--|-----------------------------|
| • Facilities Equipment Replacement | • Wheel Ruing Machine |
| • Facilities Rehab and Replacement | • LRV 1137 and 1122 Repairs |
| • Park and Ride Rehab and Replacement | • LRV 1168 Repairs |
| • Stations and Platforms Rehab and Replacement | |

Contract Extension Justification

- 1) HNTB PMSC support on these projects is for project controls support (change order management, Procure support, invoicing, etc.)

Planning and Engagement Projects:

HNTB will continue to work with the planning department providing both technical and project controls support.

- Customer Experience Wayfinding Plan – continue to support project with staff augmentation, graphics support, etc.
- Transit Signal Priority On Board Units (TOBU) Project – providing planning staff augmentation to support project.
- Bus Speed and Reliability Program (BSRP) – Fehr & Peers will continue to support program.
- Planning Studies– numerous planning related tasks have been requested by UTA and will be supported throughout 2026 by the HNTB team.

Contract Extension Justification

- 1) It is anticipated that the support for planning projects will remain consistent with 2025.





UTAH TRANSIT AUTHORITY



Please let me know if you have any questions or concerns.

Sincerely,

DocuSigned by:

Dan Hofer

(Signature)

5DDCD133AF484E0...

Dan Hofer
Director of Programming and Support
Utah Transit Authority





Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 4/8/2026

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Todd Mills, Director of Supply Chain

TITLE:

Pre-Procurements
- Fire Alarm Systems Remediation

AGENDA ITEM TYPE:
Pre-Procurement

RECOMMENDATION:
Informational report for discussion

BACKGROUND:

Utah's Public Transit District Act requires all contracts valued at \$250,000 or greater be approved by the UTA Board of Trustees. This informational report on upcoming procurements allows Trustees to be informed and provide input on upcoming procurement projects. Following the bid solicitation and contract negotiation process, final contracts for these projects will come before the board for approval.

DISCUSSION:

- ***Fire Alarm Systems Remediation***

The Facilities Department is seeking to procure the services of a qualified and licensed fire alarm contractor to provide all labor, materials, equipment, engineering, supervision, and related services necessary to replace existing conventional (zoned) fire alarm systems with modern addressable fire alarm systems across multiple UTA campuses.

This project will be executed as a multi-site replacement program under a single contract, with work phased by individual facility.

This procurement will be conducted as a Request for Proposal (RFP), in which proposals will be evaluated

based on technical qualifications and cost. The anticipated contract term is three (3) years, with two additional options for extension. Funding for this project is included in the approved 2026 capital development budget under FMA697.

(Req. 16632 | Project Managers: Clint Campbell, Matthew Duncan)

ATTACHMENTS:

N/A



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 4/8/2026

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Monica Howe, Fares Director

TITLE:

Fare Agreement: Special Events and Police Service Agreement for Salt Lake City Marathon (High Altitude Special Events "HASE")

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:

Authorize the Executive Director to execute a Special Event Agreement with High Altitude Special Events (HASE) for the Salt Lake City Marathon in the amount of \$14,541.

BACKGROUND:

UTA and High Altitude Special Events (HASE) have historically worked together to provide transit access to and from its event, the Salt Lake City Marathon (Marathon). HASE partnered with UTA to pay for the transit fare for Marathon participants/runners. Runner's bibs, race shirts, and volunteer shirts were accepted as valid fare to ride transit on the day of the event. This is considered by UTA to be "Ticket-as-Fare."

In addition to Ticket-as-Fare, HASE partnered with UTA for additional UTA Police Officer support to ensure participant safety throughout the event and at specific grade crossings along the marathon route.

Both parties desire to continue this partnership for the 2026 Marathon.

DISCUSSION:

The Marathon will take place on Saturday, April 25, 2026. UTA will partner with HASE to provide Ticket-as-Fare. Marathon runners may use their race bib to ride UTA services on the day of the event. The value of this agreement is \$14,541.

CONTRACT SUMMARY:

Contractor Name:	High Altitude Special Events (HASE)
Contract Number:	26-F28349
Base Contract Effective Dates:	April 25, 2026
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$14,541
Procurement Method:	N/A
Budget Authority:	N/A

ALTERNATIVES:

1. Require HASE Marathon Participants to find alternative ways to purchase transit fare.
 2. Do not provide additional police support.
-

FISCAL IMPACT:

The total value of this agreement is \$14,541 and represents an 18% increase in revenue received as compared to 2025 revenue.

ATTACHMENTS:

- Fare Agreement: Special Events and Police Service Agreement for Salt Lake City Marathon (High Altitude Special Events "HASE")

UTA Contract Number: 26-F28349

SPECIAL EVENTS PASS AGREEMENT

High Altitude Special Events (HASE)

This Salt Lake City Marathon Pass Agreement (“Agreement”) is made this 14th day of March, 2026 (“Effective Date”) between CRESM, LLC dba HIGH ALTITUDE SPECIAL EVENTS (“HASE or “SPONSOR”); an Illinois Corporation, whose address is 2221 W 43rd Street, Chicago, IL 60609, and UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”. Sponsor and UTA hereafter collectively referred to as the “parties” and either of the foregoing may be individually referred to as “party,” all as governed by the context in which such words are used.

RECITALS

WHEREAS Sponsor is sponsoring a Marathon in Salt Lake City, Utah on April 25, 2026 (“Marathon” or “Event”) and anticipates over 2,500 participants;

WHEREAS both UTA and HASE recognize the benefits of providing public transportation service to individuals participating in the Marathon, which will reduce congestion, improve the quality of air and the environment, and limit the amount of parking needed; and

WHEREAS UTA is willing to assist in providing additional UTA police services, and Sponsor is willing to pay for additional UTA police services; and

WHEREAS Sponsor desires that Event items are described in Section 4, below be accepted by UTA as valid fare for transportation to its Event using UTA’s transit system; and

WHEREAS UTA is willing to allow Event items to be accepted as valid fare and will accept payment for fares from Sponsor for the UTA transit system.

AGREEMENT

NOW THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants herein and in the Agreements and in the Agreement, the mutual benefits of the parties to be derived here from, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. Special Event Pass Program. The Parties agree to establish a Special Event Pass Program whereby Sponsor purchases transit passes for Marathon participants to travel to and from the Event (the “Special Event Transit Pass”).
2. Additional Police Services. UTA agrees to provide one UTA sergeant and seven transit police officers to offer police services on TRAX trains and UTA transit facilities for eight hours on the date of the Marathon.

3. Authorized Users. Upon the terms and conditions contained herein, UTA agrees to allow Sponsor to provide a Special Events Transit Pass to Marathon participants (“Authorized Users”).

4. Pass Recognized as Fare Payment. UTA agrees to accept Participants’ Race Bibs, Race Official shirts and Race Volunteer shirts (Authorized Proof of Fare) as valid fare. A Marathon participant’s failure to present a race bib, Race Official shirt, or Race Volunteer shirt while traveling on Authorized Services on the date of the Marathon may result in the issuance of ejection from the train or bus, a citation, and/or fine. Race Bibs, Race Official shirts, and Race Volunteer shirts are not transferable for the purposes of travel on Authorized Services and shall not be recognized by UTA as fare payment on all Local Bus Routes, TRAX Light Rail Routes, Streetcar Light Rail, FrontRunner Commuter Rail Routes, Express Bus Routes, and Microtransit on the day of the Event. The Special Events Transit Pass shall not be recognized as fare payment Ski Service. Paratransit eligibility applies.

5. Payment. On or before April 17, 2026, UTA shall invoice, and Sponsor shall pay UTA the base purchase price of \$14,541 as detailed in the table below. Sponsor shall pay the invoiced amount within thirty (30) days of receipt of the invoice. Sponsor shall pay a one percent (1%) late fee on the balances due under this Agreement which remain unpaid within thirty (30) days from the due date indicated on the invoice.

Item	Price
Police Service <i>(8 officers for 8 hours at the rate of \$69.00 per hour)</i>	\$ 4,416
Participant Passes	\$ 10,125
Total Contract Value	\$ 14,541

6. Use of the UTA Logo
 - a. The UTA Logo, which is attached to hereto as Exhibit A, is the sole and exclusive property of UTA. UTA hereby grants Sponsor, so long as it is not in breach of this Agreement or a limited and revocable license to use or print the UTA logo as specified herein. The interpretation and enforcement (or lack thereof) of these terms and conditions, and compliance therewith, shall be in UTA’s sole discretion. The UTA Logo may not be altered in any way and must be displayed in the same form as produced by UTA. The UTA Logo must be printed in either black or in the official color of red and blue. The UTA Logo shall be used in a professional manner on the Event main entrance, VIP area, stage banners, website, and posters; and in print advertising for the Series.

b. The UTA Logo, which is attached hereto as Exhibit A, is the sole and exclusive property of UTA. UTA hereby grants Sponsor, so long as it is not in breach of this Agreement or a limited and revocable license to print the UTA logo as specified herein. The interpretation and enforcement (or lack thereof) of these terms and conditions, and compliance therewith, shall be in UTA's sole discretion. The UTA logo may not be altered in any way and must be displayed in the same form as produced by UTA. The UTA Logo must be printed in either black or in the official color of blue and red.

c. Notwithstanding the foregoing, the UTA Logo may not be used in any manner that: discredits UTA or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others violates any law, regulation or other public policy; or mischaracterizes the relationship between UTA and the user; including but not limited to any use of the UTA Logo that might be reasonably construed as an endorsement, approval, sponsorship or certification by UTA of Sponsor, Sponsor's business or organization, or Sponsor's products or services or that might be reasonably construed as support or encouragement to purchase or utilize Sponsor's products or services.

d. Use of the UTA Logo shall create no rights for Sponsor in or to the UTA Logo or their use beyond the terms and conditions of this limited and revocable license. The UTA Logo shall remain at all times the sole and exclusive intellectual property of UTA. UTA shall have the right, from time to time, to request samples of use of the UTA Logo from which it may determine compliance with these terms and conditions. Without further notice, UTA reserves the right to prohibit use of the UTA Logo if it determines that Sponsor's UTA Logo usage, whether willful or negligent, is not in strict accordance with the terms and conditions of this license, otherwise it could discredit UTA or tarnish its reputation and goodwill, or Sponsor is otherwise in breach of this Agreement.

7. Public Transit Services. The Parties understand that the transit service being purchased under this Agreement consists of public transit services. As a result, Authorized Users must comply with all UTA Rider Rules and rules governing the use of public transit services. Authorized Users must present their Special Event Transit Pass, a Race Bib, or a Race Official Shirt as proof of fare payment to UTA bus operators and fare inspectors. Authorized Users who do not have a Special Event Transit Pass, a Race Bib, or a Race Official Shirt must pay the regular fare for the transit service they use. UTA reserves the right to modify its service and schedules as it deems appropriate in its sole discretion.
8. Indemnification. Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents, or employees to the full extent required by law, and agrees to indemnify and hold the other party harmless from such liability, damage, expense, cause of action, suit, claim, judgment, or other action arising from participation in this Agreement. Both parties are subject to the provisions of the Utah Government Immunity Act. Neither party waives any legal

defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving and disputes that may arise under this Agreement.

9. Termination. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least forty-five (45) days prior to the termination date. If UTA terminated this Agreement before the Event ends, Sponsor shall pay the amount described in Paragraph 3 for the Event for which UTA provided transportation services.
10. Nondiscrimination. Sponsor agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, creed, sex, or age in accordance with the requirements of 49 U.S.C. §5332.
11. Third Party Interests. No person not a party to this Agreement shall have any rights or entitlements of any nature under it.
12. Entire Agreement. This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreements or special arrangements contrary to or in addition to the terms and conditions as stated therein.
13. Costs and Attorney's Fees. If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorney fees and court costs shall be paid by the non-prevailing party.

UTAH TRANSIT AUTHORITY

By: _____

Name:
Title:

By: _____

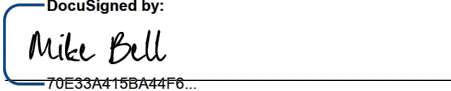
Name:
Title:

SPONSOR

By:  _____

Name: Steve Bingham-Hawk
Title: Race Director / Regional Director

APPROVED AS TO FORM:

By:  _____
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Name: Mike Bell
Title: Assistant Attorney General

Exhibit "A" UTA Logo





Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 4/8/2026

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Jon Larsen, Chief Capital Services Officer
PRESENTER(S): Daniel Hofer, Director- Capital Programming and Support

TITLE:

Capital Program Report - First Quarter 2026

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

Informational report for discussion

BACKGROUND:

The UTA Board of Trustees approves UTA capital projects, the capital budget, and the Five-Year Capital Plan annually. The Board has requested regular (at least quarterly) reports on the status of the agency's capital program.

DISCUSSION:

UTA Capital Services staff will update the Board of Trustees on progress of the 2026 Capital Program thru Q1. Updates will include overviews of the 2026 capital budget and spend, highlight project progress and anticipated asset receivables, as well as discuss the overall outlook for 2026.

ALTERNATIVES:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

N/A