



Special Meeting Agenda
High Valley Transit District
Thursday, April 16, 2026, 9:30AM

NOTICE is hereby given that the Board of Trustees will meet on Thursday, 9:30 AM, April 16, 2026 electronically, via Zoom and at the anchor location at the High Valley Transit campus at 1570 Sege Lily Way, Park City, Utah 84098.

Public comment will not be taken.

To participate electronically: <https://zoom.us/j/99036784298?pwd=9F0W4jZWf6cZ6udxTMB4TzPb3mMF1E.1>

Or, to listen by phone, dial 1-301-715-8592

Meeting ID: 990 3678 4298

Passcode: 024396

This meeting may be recorded

Public Meeting

- 1) Pledge of Allegiance

Consideration of Approval

- 2) Consideration and possible approval of a professional services contract with Horrocks Engineers for design services for the Kimball Junction Transit Center project in an amount not to exceed \$1,969,122 and a professional services contract with HNTB for program management services for the Kimball Junction Transit Center project in an amount not to exceed \$1,440,305.

Closed Session Potential Litigation (if necessary)

Members of the Board, presenters, and members of the public may attend and fully participate by electronic means, using Zoom (phone or video).

Non-Discrimination Notice The High Valley Transit District's policy is that no person, regardless of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be subject to any discrimination under any program, activity, or services under Section 601 of Title VI of the Civil Rights Act, as amended. To view a copy of our Title VI Policy and Complaint Procedure, please contact us at (435) 246-1538. If you require this or any information in an alternative format, please contact us at (435) 246-1538.



STAFF REPORT

Date: April 16, 2026
To: Board of Trustees
From: Gabriel Shields, PE, Chief Development Officer
Subject: Kimball Junction Transit Center Professional Services Contract

Action Requested

Authorize the Executive Director to execute a professional services contract with Horrocks Engineers for design services for the Kimball Junction Transit Center project in an amount not to exceed \$1,969,122 and a professional services contract with HNTB for program management services for the Kimball Junction Transit Center project in an amount not to exceed \$1,440,305.

Background

High Valley Transit District (HVT) is advancing the Kimball Junction Transit Center, which will replace the existing transit center and serve as a primary transit hub supporting local and regional bus service, microtransit, and connections to the S.R. 224 Bus Rapid Transit corridor.

The project is being coordinated with Summit County and Park City Junction LLC as part of a broader redevelopment of the Richins Parcel through a public-private partnership that will include construction of a new transit center integrated with surrounding mixed-use development.

The project will be delivered using a Construction Manager / General Contractor (CM/GC) delivery method. This approach allows the design consultant, program manager, and CM/GC contractor to collaborate during design to improve constructability, refine cost estimates, reduce risk, and maintain alignment with the project budget before construction begins.

Procurement Process

- **Design Services**
 - On January 2, 2026, High Valley Transit issued a Request for Qualifications seeking a qualified consultant to provide architectural and engineering design services for the Kimball Junction Transit Center.
 - The selected consultant will lead the design effort for the project and prepare all engineering and architectural deliverables necessary to advance the project through concept development, schematic design, design development, final design, permitting, and construction documentation. The design team will also support collaboration with the CM/GC contractor during preconstruction activities, including constructability reviews, cost estimating, and schedule coordination.



High Valley
TRANSIT

- Following evaluation of Statements of Qualifications in accordance with HVT procurement policies, Horrocks Engineers was identified as the highest-ranked firm and is recommended for contract negotiations.
- The proposed contract amount is not to exceed \$1,969,122

- **Program Management Services**
 - On January 16, 2026, High Valley Transit issued a Request for Qualifications seeking a consultant to provide program management services for the Kimball Junction Transit Center project.
 - The program manager will assist HVT with project coordination, schedule and cost management, design oversight, quality management, stakeholder coordination, and construction phase support. The program manager will also guide the transfer of federal interest from the existing transit center to the new facility and ensure compliance with applicable federal civil rights requirements associated with federally funded transit projects. These services will support the District's oversight of the design consultant and CM/GC contractor throughout project delivery. Construction management services will be added to the contract through a future amendment prior to the start of construction.
 - Following evaluation of Statements of Qualifications in accordance with HVT procurement policies, HNTB Corporation was identified as the highest-ranked firm and is recommended for contract negotiations.
 - The proposed contract amount is not to exceed \$1,440,305.

Total Program Budget

Budget Breakdown	Amount
Preliminary Design & Engineering	\$2,100,000
Program Management	\$1,450,000
Construction	\$10,500,000
Construction Management / Administration	\$1,050,000
Project Subtotal	\$15,100,000
30% Contingency	\$4,530,000
Project Total	\$19,630,000



Program Schedule

The Kimball Junction Transit Center program schedule is summarized below and organized by Design Activities, Temporary Operations, and Construction Activities.

Design Activities

Milestone	Timeline
Professional Services Procurement (Design & Program Management RFQs Issued)	Winter 2026
Contract Execution – Design & Program Management	Spring 2026
Design Phase Begins	Spring 2026
CM/GC Procurement	Spring 2026 – Summer 2026
30% Design Milestone	Summer 2026
60% Design Milestone	Fall 2026
100% Design Milestone	Spring 2027

Temporary Transit Operations

Milestone	Timeline
Temporary Transit Center Established at PEAK Building	Spring 2027
Demolition of Existing Transit Center	Spring 2027
Temporary Operations at PEAK Building End	Summer 2028

Construction Activities

Milestone	Timeline
Construction of New Transit Center Begins	Spring 2027
Construction Complete / Facility Opens	Summer 2028
Construction of New Transit Center Begins	Spring 2027
Construction Complete / Facility Opens	Summer 2028

Recommendation

Staff recommends that the Board authorize the Executive Director to execute a professional services contract with Horrocks Engineers for design services for the Kimball Junction Transit Center project in an amount not to exceed \$1,969,122 and a professional services contract with HNTB for program management services for the Kimball Junction Transit Center project in an amount not to exceed \$1,440,305.

HIGH VALLEY TRANSIT DISTRICT CONTRACT

Contract # _____

1. CONTRACTING PARTIES: This CONTRACT is between High Valley Transit District, a body corporate and politic of the State of Utah, having an address of 1570 Seago Lilly Way, Park City, Utah 84098 (the "DISTRICT") and the following Contractor (the "CONTRACTOR"):

Horrocks Engineering, LLC
Name
1265 East Fort Union Blvd., Ste 200
Address
Salt Lake City Utah 84047
City State Zip

LEGAL STATUS OF CONTRACTOR

- Sole Proprietor
- Non-Profit Corporation
- For-Profit Corporation
- Partnership
- Government Agency

Contact Person: Claire Woodman Phone # (801) 301-6156 Email: claire.woodman@horrocks.com

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this Contract is to provide: Engineering services related to the Kimball Junction Transit Center construction

3. PROCUREMENT: This Contract is entered into as a result of a procurement process set forth in the Utah Procurement Code and High Valley Transit Administrative Policies and Procedures, Section 14.15: RFQ # _____ FY ____; or other procurement method: Cooperative Procurement with UDOT.

4. CONTRACT PERIOD: Effective Date: April 15, 2026. Termination Date: December 22, 2028, unless terminated earlier or otherwise extended in accordance with the terms and conditions of this Contract. Renewal options (if any): None.

5. CONTRACT COSTS: Contractor will be paid in accordance with Attachment C. The maximum amount of costs and fees authorized by this Contract is \$1,969,121.81. Prompt Payment Discount (if any): N/A

6. ATTACHMENT A: High Valley Transit Standard Terms and Conditions for Goods or Services
ATTACHMENT B: Scope of Work
ATTACHMENT C: Fee Schedule
ATTACHMENT D: Federal Contract Clauses

Any conflicts between Attachment D and the other Attachments will be resolved in favor of Attachment D.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

- a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this Contract.
- b. High Valley Transit Administrative Policies and Procedures; and Contractor's response to RFQ HVTCP26001 dated 1/2/2026.

8. Each person signing this Contract represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Contract and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of this Contract and the performance of each party's obligations hereunder have been duly authorized



ATTACHMENT A

HIGH VALLEY TRANSIT TERMS AND CONDITIONS FOR SERVICES

This is a contract for services (including professional services) meaning the furnishing of labor, time, or effort by a Contractor.

1. DEFINITIONS: The following terms shall have the meanings set forth below:

- (a) **“Confidential Information”** means information that is deemed as confidential under applicable state, and federal laws including personal information. High Valley Transit (the District) reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under county ordinances and state and federal laws.
- (b) **“Contract”** means the Contract Cover and Signature Page(s), including all referenced attachments and documents incorporated by reference. The term “Contract” may include any purchase orders that result from this Contract.
- (c) **“Contract Cover and Signature Page(s)”** means the High Valley Transit cover page(s) and signature page that the District and Contractor sign.
- (d) **“Contractor”** means the individual or entity delivering the Services identified in this Contract. The term “Contractor” shall include Contractor’s agents, officers, employees, and partners.
- (e) **“Custom Deliverable”** means the Work Product that Contractor is required to deliver to the District under this Contract.
- (f) **“Party or Parties”** means the District and the Contractor.
- (g) **“Proposal”** means Contractor’s response to District’s Solicitation.
- (h) **“Records”** means all books, records, documents, statements, reports, data, information, and other material with respect to the matters covered, directly or indirectly, by this Contract, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Contract.
- (i) **“Services”** means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include, but are not limited to, all of the deliverable(s) (including Custom Deliverable, supplies, equipment, or commodities) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in the High Valley Transit Administrative Policies and Procedures, Section 14.0, Procurement Policy.
- (j) **“Solicitation”** means the documents used by the District to obtain Contractor’s Proposal.
- (k) **“Summit County”** means Summit County, Utah, a body corporate and politic of the State of Utah.
- (l) **“Subcontractors”** means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for

whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.

(m) **"Work Product"** means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contract's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by High Valley Transit District. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any High Valley Transit District, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third-Party intellectual property.

(n) **"District"** means the High Valley Transit District, a small public transit district within the State of Utah.

2. GOVERNING LAW AND VENUE: This Contract has been and shall be construed as having been made and delivered within the State of Utah, and it is agreed by each Party hereto that this Contract shall be governed by the laws, rules, and regulations of Summit County and the State of Utah, both as to interpretation and performance. Any action of law, suit in equity or judicial proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Summit County, the Silver Summit District Court, Third Judicial District.

3. LAWS AND REGULATIONS: At all times during this Contract, Contractor and all procurement Items delivered and/or performed under this Contract will comply with all applicable Summit County, state and federal constitutions, laws, rules, ordinances, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.

4. RECORDS ADMINISTRATION: Contractor shall maintain or supervise the maintenance of all Records and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Contract. These Records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor shall, at such times and in such form as the District may require, make available for examination by the District, its authorized representatives, the State Auditor, Federal Auditors or other governmental officials authorized by law to monitor this Contract, all such Records. The District may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Contractor's activities, which relate directly or indirectly to this Contract.

5. CERTIFY REGISTRATION AND USE OF EMPLOYMENT “STATUS VERIFICATION SYSTEM”: The Status Verification System, also referred to as “E-verify,” applies to contracts issued through a request for proposal process and to sole source contracts.

(a) Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor’s new employees that are employed in the State of Utah in accordance with applicable immigration laws.

(b) Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor’s new employees that are employed in the State of Utah in accordance with applicable immigration laws.

(c) Contractor’s failure to comply with this section will be considered a material breach of this Contract.

6. CONFLICT OF INTEREST: Contractor represents that none of its officers or employees are officers or employees of High Valley Transit District, unless disclosure has been made to the District.

7. INDEPENDENT CONTRACTOR:

(a) Contractor and Subcontractor(s), in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the District.

(b) No agent, employee, or representative of Contractor or Subcontractor(s) shall be deemed to be an employee, agent, or representative of the District for any purpose, and the employees of the Contractor and Subcontractor(s) are not entitled to any of the benefits the District provides for its employees. The Contractor or Subcontractor(s) will be solely and entirely responsible for their acts and for the acts of their agents, employees, representatives during the performance of this Contract.

(c) In the performance of the services herein contemplated Contractor and Subcontractor(s) are independent contractors with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the District and shall be subject to the District’s general rights of inspection and review to secure the satisfactory completion thereof.

8. INDEMNITY:

(a) Contractor shall be liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall indemnify, and save harmless the District from claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor’s performance or failure to perform any aspect of this Contract to the extent caused by any intentional wrongful act or omission, or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole intentional wrongful act or omission,

or negligence of the District. The Parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property arising out of this Contract.

(b) The Contractor and Subcontractor(s) expressly agree that the indemnification provided herein constitutes the Contractor and Subcontractor(s) limited waiver of immunity as an employer under Utah Code §34A-2-105, as amended; provided, however, this waiver shall apply only to the extent an employee of the Contractor or Subcontractor claims or recovers compensation from the District for a loss or injury that Contractor or Subcontractor would be obligated to indemnify the District for under this Contract. This limited waiver has been mutually negotiated by the Parties, and is expressly made effective only for the purposes of this Contract. The provisions of this section shall survive the expiration or termination of this Contract.

9. EMPLOYMENT PRACTICES: Contractor agrees to abide by the High Valley Transit Administrative Policies and Procedures, Section 14.0 and federal and state employment laws, including: (a) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (b) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (c) 45 CFR 90, which prohibits discrimination on the basis of age; and (d) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees. If any assignment or subcontracting has been authorized by the District, said assignment or subcontract shall include appropriate safeguards against discrimination. Contractor shall take such action as may be required to ensure full compliance with the provisions of this section.

10. AMENDMENTS: This Contract may only be amended by the mutual written agreement of the Parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.

11. DEBARMENT: Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the District within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.

12. TERMINATION:

(a) This Contract may be terminated, with cause by either Party, in advance of the specified termination date, upon written notice given by the non-defaulting Party to the Party in violation (the "Default Notice"). The Party in violation will be given ten (10) days after receipt of the Default Notice to cure the violation. In the event the Party in

violation fails to cure, the non-defaulting Party may terminate the Contract for cause by sending the Party in violation a termination notice (the "Termination Notice").

(b) This Contract may also be terminated without cause (for convenience), in advance of the specified termination date, by the District, upon thirty (30) days written termination notice being given to the Contractor (the "Termination for Convenience Notice").

(c) High Valley Transit District and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

(d) On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

(e) Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the Termination Notice or Termination for Convenience Notice. Contractor agrees that in the event of a termination, the remedy and monetary recovery from the District is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract. In no event shall the District be liable to the Contractor for compensation for any services neither requested by the District nor satisfactorily performed by the Contractor. In no event shall the District's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the District for any damages or claims arising under this Contract.

(f) If the Contractor or any of its Subcontractor(s) have any property in their possession belonging to the District, the Contractor will account for the same, and dispose of it in a manner directed by the District.

13. NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:

(a) The District intends to request the appropriation of funds to be paid for the services provided by Contractor under this Contract. If funds are not available beyond December 31 of any effective fiscal year of this Contract, the District's obligation for performance of this Contract beyond that date shall be null and void. This Contract shall create no obligation on the District as to succeeding fiscal years and shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds were appropriated and budgeted. Said termination shall not be construed as a breach of this Contract or any event of default under this Contract and said termination shall be without penalty, whatsoever, and no right of action for damages or other relief shall accrue to the benefit of Contractor, its successors, or its assigns, as to this Contract, or any portion thereof, which may terminate and become null and void.

(b) If funds are not appropriated for a succeeding fiscal year to fund performance by Contractor under this Contract, the District shall promptly notify Contractor of said non-funding and the termination of this Contract, and in no event, later than 30 (thirty) days prior to the expiration of the fiscal year for which funds were appropriated.

(c) Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the District, if the District reasonably determines that a change in the Summit County Code, Federal or State legislation or applicable laws materially affects the ability of either Party to perform under the terms of this Contract.

(d) If a written notice is delivered under this section, the District will reimburse Contractor for the Services properly ordered until the effective date of said notice. The District will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. MODIFICATIONS TO TASKS: All work proposed by Contractor is based on current government ordinances and fees in effect as of the date of this Contract. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra costs” or deleted from the scope, at the option of the District.

15. SUSPENSION OF WORK: Should circumstances arise which would cause the District to suspend Contractor’s responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor’s responsibilities may be reinstated upon advance formal written notice from the District.

16. SALES TAX EXEMPTION: The Services under this Contract will be paid for from High Valley Transit District funds and used in the exercise of the District’s essential functions as a small public transit district within the State of Utah. Upon request, High Valley Transit District will provide Contractor with its sales tax exemption number. It is Contractor’s responsibility to request the District’s sales tax exemption number. It is also Contractor’s responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

17. CONTRACTOR’S INSURANCE RESPONSIBILITY: The Contractor shall maintain the following insurance coverage:

(a) Workers’ compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract, at the following minimum: Bodily Injury by Accident Five Hundred Thousand Dollars (\$500,000.00) each accident; Bodily Injury by Disease Five Hundred Thousand Dollars (\$500,000.00) each employee, Five Hundred Thousand Dollar (\$500,000.00) policy limit.

(b) Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than One Million Dollars (\$1,000,000.00) per person per occurrence and Three Million Dollars (\$3,000,000.00) aggregate. Contractor agrees to increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Utah Code §63G-7-604, as amended and as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

(c) Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover

bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Contract, whether owned, non-owned, leased, or hired. The minimum liability limit must be Two Million Dollars (\$2,000,000.00) per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.

(d) Professional liability (Errors and Omissions) insurance with annual limits no less than One Million Dollars (\$1,000,000.00) per occurrence. If written on a claims-made basis, the Contractor warrants that the retroactive date applicable to coverage precedes the effective date of this Contract; and that continuous coverage will be maintained for an extended reporting period and tail coverage will be purchased for a period of at least three (3) years beginning from the time that work under this Contract is complete.

(e) Technology Errors and Omissions Insurance with a limit of not less than Five Million Dollars (\$5,000,000.00) for damages arising from computer related services including but not limited to the following:

- Consulting;
- Data Processing;
- Programming;
- System Integration;
- Hardware or Software Development;
- Installation;
- Distribution or Maintenance;
- Systems Analysis or Design;
- Training; and
- Staffing or Other Support Services.

This policy shall include coverage for third Party fidelity, including cyber theft.

(f) High Valley Transit District shall be named as an additional insured on all insurance policies set forth in this section, with respect to work performed by or on behalf of Contractor and a copy of the endorsement naming the District as an additional insured shall be attached to the Certificate of Insurance. Should any of the above-described policies be cancelled before the expiration date thereof, Contractor shall deliver notice to the District within thirty (30) days of cancellation. the District reserves the right to request certified copies of any required endorsements and policy schedules. The additional insured protection afforded the District must be on a primary and non-contributory basis. All policies must include a waiver of subrogation in favor of the District.

(g) Contractor's insurance policies set forth herein shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(h) Certificates of Insurance, showing up-to-date coverage, shall be on file with the District before the Contract may commence.

(i) the District reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material

breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

18. PUBLIC INFORMATION: Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah Government Records Access and Management Act (GRAMA), Utah Code Title 63G, Chapter 2, as amended. Contractor gives the District express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the District, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The District is not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

19. DELIVERY: All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the District, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.

20. ACCEPTANCE AND REJECTION:

(a) The District shall have thirty (30) days after the performance of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the District.

(b) If Contractor delivers nonconforming Services, the District may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.

21. INVOICING: Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the District. The Contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the District will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The District has the right to adjust or return any invoice reflecting incorrect pricing.

22. PAYMENT: Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the District Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the District, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of

final payment, without a written protest filed with the District within ten (10) business days of receipt of final payment, shall release the District from all claims and liability to the Contractor. The District's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the District may have against Contractor. The District will not allow the Contractor to charge end users electronic payment fees of any kind.

23. TIME IS OF THE ESSENCE: The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to District, and anyone for whom District may be liable as a result of Contractor's failure to timely perform the Services required under this Contract.

24. CHANGES IN SCOPE: Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both Parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.

25. PERFORMANCE EVALUATION: The District may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.

26. STANDARD OF CARE: The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to District for claims, liabilities, additional burdens, penalties, damages, or third-party claims (e.g., another Contractor's claim against District) by wrongful acts, errors, or omissions that do not meet this standard of care.

27. REVIEWS: The District reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.

28. ASSIGNMENT: Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the District. It is further agreed that said approval must be sought in writing by the Contractor not less than thirty (30) days prior to the date of any proposed assignment or subcontract. Any assignment or subcontract made without the prior express written approval of the District shall be deemed null and void.

29. REMEDIES: Any of the following events will constitute cause for the District to declare Contractor in default of this Contract: (a) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (b) Contractor's material breach of any term or condition of this Contract. The District may issue a Default Notice providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not

diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the District may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract by giving a Termination Notice; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the District; or (v) demand a full refund of any payment that the District has made to Contractor under this Contract for Services that do not conform to this Contract.

30. FORCE MAJEURE: Neither Party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that Party's reasonable control. The District may terminate this Contract after determining such delay will prevent successful performance of this Contract.

31. CONFIDENTIALITY:

(a) If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the District of any potential or actual misuse or misappropriation of Confidential Information.

(b) Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the District, including anyone for whom the District is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

(c) Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the District or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

32. PUBLICITY: Contractor shall submit to the District for written approval all advertising and publicity matters relating to this Contract. It is within the District's sole discretion whether to provide approval, which must be done in writing.

33. INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY: Contractor will indemnify and hold the District harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the District for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The Parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.

34. OWNERSHIP IN CUSTOM DELIVERABLES: In the event that Contractor provides Custom Deliverables to the District, pursuant to this Contract, Contractor grants the ownership in

Custom Deliverables, which have been developed and delivered by Contractor exclusively for the District and are specifically within the framework of fulfilling Contractor's contractual obligations under this Contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the District, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to the District any and all copyrights in and to the Custom Deliverables, subject to the following:

- (a) Contractor has received payment for the Custom Deliverables;
- (b) Each Party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by laws to inventions models, designs and technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this Contract or that it develops or acquires from activities independent of the Services performed under this Contract ("Background IP"); and
- (c) Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the Services, or tangible components thereof, including but not limited to (i) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services (collectively, the "Utilities"), and (ii) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of the District (collectively, the "Residual IP").

Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by the District. Contractor agrees to grant to the District a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the District to use the Custom Deliverables. The District reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the District's internal purposes, such Custom Deliverables. For the goods delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants the District a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for the District's internal business operation under this Contract. The District may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.

35. OWNERSHIP IN INTELLECTUAL PROPERTY: The District and Contractor agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the Parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or

manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the District.

36. WAIVER: No failure of the Parties to exercise any power given to it under this Contract, or to insist upon strict compliance by the other Party with any obligation, responsibility, or condition under it, and no custom or practice of the Parties at variance with its terms shall constitute a waiver of that Party's right to demand exact compliance with those terms upon any subsequent default. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving Party.

37. PROCUREMENT ETHICS:

(a) Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the District is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the District, or to any person in any official capacity who participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.

(b) Contractor represents that it has not: (i) provided an illegal gift to any High Valley Transit District officer or employee, or former District officer or employee, or to any relative or business entity of a District officer or employee, or relative or business entity of a former District officer or employee; (ii) retained any person to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (iii) breached any of the ethical standards set forth in State statute; or (iv) knowingly influenced, and hereby promises that it will not knowingly influence, any District officer or employee or former District officer or employee to breach any of the ethical standards set forth in State statute or Summit County ordinances.

(c) None of the funds, materials, property or services provided directly or indirectly under the Contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

38. MISCELLANEOUS PROVISIONS: The District shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the agreed upon services.

39. DISPUTE RESOLUTION: Prior to either Party filing a judicial proceeding, the Parties agree to participate in the mediation of any dispute. The District, after consultation with the Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the District appoints such an expert or panel, the District and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.

40. GOVERNMENTAL IMMUNITY: High Valley Transit District is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code §§

63G-7-101, *et. seq.*, as amended. The Parties agree that District shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Contract shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

41. NOTICE TO RETIREES OF UTAH RETIREMENT SYSTEMS (URS): High Valley Transit District is a URS “participating employer.” Entering into this Contract with the District may affect a URS retiree’s retirement benefits including, but not limited to, cancellation of the retiree’s “retirement allowance” due to “reemployment” with a “participating employer” pursuant to Utah Code § 49-11-504-505, as amended. In addition, Contractor is required to immediately notify the District if a retiree of URS is the Contractor; or an owner, operator, or principal of the Contractor.

42. INTERPRETATION; NOTICES:

- (a) The terms of this Contract constitute the written expression of the mutual agreement of the Parties and shall be construed neutrally and not for or against either Party.
- (b) Notice provided for in this Contract shall be sent by certified mail return receipt requested to the addresses designated for the Parties on the Contract Cover and Signature page(s). Notice is effective upon the date it was sent, except that a Termination Notice is effective upon receipt.
- (c) All reference to “days” in this Contract shall mean calendar days.

43. CONTRACTOR EMPLOYEES: The District may, at its sole discretion, require the Contractor to remove an employee(s), agent(s), or representative(s) from employment on the Work Product. The Contractor may, however, employ that (those) individual(s) on other non-District related projects.

44. NO THIRD-PARTY BENEFICIARIES: No term or provision of this Contract or the attachments hereto is intended to be, nor shall any such term or provision be construed to be, for the benefit of any person, firm, corporation, or other entity not a party hereto, and no such other person, firm, corporation, or entity shall have any right or cause of action hereunder.

45. SUCCESSORS AND ASSIGNS: This Contract shall inure to the benefit of, and will be binding upon, the Parties hereto and their respective successors and assigns.

46. ORDER OF PRECEDENCE: In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (a) this Attachment A; (b) Contract Cover and Signature page(s); (c) the District’s additional terms and conditions, if any; (d) any other attachments listed on the Contract Cover and Signature Page(s); and (e) Contractor’s terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the District must be in writing and attached to this Contract or it is rendered null and void.

47. SURVIVAL OF TERMS: Termination or expiration of this Contract shall not extinguish or prejudice the District's right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Confidentiality, Indemnification Relating to Intellectual Property, Warranties, and Contractor's Insurance Responsibility.

48. SEVERABILITY:

(a) If, for any reason, any part, term, or provision of this Contract is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

(b) If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

49. ENTIRE AGREEMENT: This Contract constitutes the entire agreement between the Parties and supersedes any and all other prior and contemporaneous agreements and understandings between the Parties, whether oral or written.

50. ERRORS AND OMISSIONS: Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the District of any errors and/or omissions that are discovered.

51. LOBBYING: Contractor certifies, to the best of its knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

52. ECONOMIC BOYCOTT: Contractor shall not engage in economic boycott activities for purposes that are solely related to furthering social, political or ideological interests as set forth in Utah Code §63G-27-201, or successor law ("Economic Boycott"). Further, if after entering into a Contract with the County, Contractor engages in an Economic Boycott, Contractor shall immediately notify the County in writing of such. The Contractor's notice may be grounds for termination of this Contract as the sole discretion of the County.

53. COMPLIANCE WITH UTAH'S GOVERNMENT DATA PRIVACY ACT (Utah Code §63A-19-101 et.

Seq.): "Personal data" under Utah's Government Data Privacy Act (the "Act") is defined as information that is linked or can be reasonably linked to an identified individual or an identifiable individual. Contractor hereby acknowledges and agrees that, if Contractor processes or has access to "personal data" as defined by the Act, Contractor, including Contractor's employees, agents or subcontractors, shall comply with the requirements of the Act as specified in the Act, §63A-19-401.4. This clause survives the termination of this Contract.

KIMBALL JUNCTION TRANSIT CENTER

SCOPE OF WORK

Executive Summary

High Valley Transit (HVT) is advancing engineering, architectural, and technical design deliverables necessary to advance the Kimball Junction Transit Center through programming, concept alternatives, Schematic Design (SD) Plans, Design Development (DD) Plans, Final Plans, permitting, and construction-ready documents, consistent with the P3 Agreement between Summit County, HVT, and Park City Junction LLC (DPRE). The project will be delivered using the Construction Manager/General Contractor (CM/GC) methodology.

The existing Kimball Junction Transit Center was constructed in 2016 using Federal and local funds. As the area has grown and the demand for transit services has increased, this transit center will be demolished and reconstructed. The new Kimball Junction Transit Center ("Transit Center") will serve as the northern anchor of the S.R. 224 corridor and will function as a primary hub for local and regional bus services, microtransit, commuter parking, and active transportation connections.

The Transit Center is envisioned to include:

- Bus bays and operational areas to support current and future service levels;
- Customer amenities and compact retail;
- Passenger waiting areas with family friendly amenities;
- Pedestrian circulation and safety enhancements;
- Facilities that support seamless access to the S.R. 224 BRT corridor and local services.

This project will require extensive coordination with Summit County, DPRE, Utah Department of Transportation (UDOT), and other relevant stakeholders.

The major goals and objectives of the Kimball Junction Transit Center project include:

- Deliver a high-quality, functional, and durable Transit Center that supports long-term HVT operations and growth.
- Create a seamless pedestrian, wayfinding, and placemaking connection between the Transit Center and the adjacent P3 development so that the site feels unified, intuitive, and natural for users beginning or ending their visit at the Transit Center.
- Improve passenger comfort, safety, accessibility, and wayfinding.

- Create seamless connections between local routes, regional routes, microtransit, and BRT service.
- Ensure constructability, cost-efficiency, and compatibility with the P3 site plan and development timeline.
- Advance the project through permitting, approvals, and construction without delay.
- Meet all requirements of partnering agencies and project stakeholders.

Horrocks will be the Prime Consultant and will utilize the services of the following subconsultants:

- ZGF – Architecture
- Alta Planning & Design (Alta) – Service planning/operational analysis
- RDA – P3 Coordination
- Spectrum – MEP and Communications
- Crew Consulting – Partnering and Facilitation
- Naik – Vertical Transportation Design

Unless clearly specified otherwise, activities in this scope of work will be performed by Horrocks.

Assumptions

- The scope of work details project activities to take place for an 12-month schedule between early April 2026 through end of March 2027. This includes 38 weeks in 2026 and 13 weeks in 2027. The majority of effort will be in the 38 weeks associated with 2026 and will ramp down substantially in 2027.
- Design drawings will be provided in both native AutoCAD and PDF formats.

Fee Type

The fee type for the contract is cost plus fixed fee. Individual labor rates will be calculated with the 12% fixed fee.

Task 1 – Project Management

Task 1 provides overall direction and control for the work tasks as specified within this Scope of Work. **Horrocks** will be responsible for team coordination, including with subconsultants; implementation of quality-control measures; project reporting and collaboration tools; and project documentation. **Horrocks** will lead all meeting scheduling and preparation of agendas and meeting materials. **ZGF** and **Spectrum** will support this task through meeting attendance as described below by role and review of meeting materials.

Task 1 Assumptions

- Assumptions for meeting durations and consultant team attendance are described within the scope tasks below

Task 1.1 Project Administration

Horrocks will lead general project coordination and administrative tasks including:

- Coordinate activities among consultant team members, HVT, and other agencies
- Maintain SharePoint site for collaboration
- Maintain project schedule
- Monthly invoicing and project progress reports
- Develop and maintain risk register

Task 1.2 Internal Team Meetings

Horrocks will prepare for and facilitate internal Project Team meetings:

- **Internal Consultant Team Meetings**
 - Assume 1 meeting each week, 1 hour, virtual
 - Attendance: Project Manager, Transit Lead, Architect Lead (**ZGF**), Civil Lead, up two additional consultant team members half time (dependent on topics to be discussed)

Task 1.3 Quality Control and Documentation

Horrocks will lead quality control and project documentation efforts. This will include:

- Developing and implementing a project-specific Quality Management Plan (QMP) outlining quality control (QC) and quality assurance (QA) procedures for all design disciplines.
- Coordinate the use of a mutually agreed digital document management system.
- Coordinate internal QC and QA reviews prior to submitting any deliverables to HVT, ensuring accuracy, coordination, and completeness. Time for Delivery Lead to coordinate reviews is included in this task. Actual QC and QA review time is included in the respective design/deliverable task.
- Coordinate formal Interdisciplinary Reviews (IDR) at each major milestone.
- Maintain version control and internal quality assurance procedures.
- Provide all final products compatible with HVT's digital archival practices.

Task 1 Deliverables

- Project Schedule
- Monthly progress reports with invoices
- Internal meeting agendas and summaries

- Project SharePoint site
- Risk Register
- Quality Management Plan

Task 2 – Stakeholder/Agency Coordination

Task 2 describes coordination activities related to coordination with HVT and partner agencies and stakeholders (Summit County, UDOT, DPRE, others as identified). **Horrocks** will lead meeting scheduling and preparation of meeting agendas and materials. **ZGF, Spectrum,** and **Crew Consulting** will support this task through meeting attendance as described below by role and review of meeting materials.

Task 2 Assumptions

- HVT will provide most up to date Development Agreement and P3 Agreement at NTP

Task 2.1 Stakeholder/Agency Meetings

Horrocks will prepare materials (agendas, supporting content, and meeting notes) and facilitate meetings with the consultant team and HVT and partners, including:

- **Project Leadership Coordination**
 - Purpose: Coordination between HVT PM and Consultant PM to monitor risk, concerns/challenges, and overall project performance
 - Assume bi-weekly meetings during full NTP, half-hour, virtual
 - Attendance: Consultant PM
- **Project Task Force Meetings**
 - Purpose: Coordination between key agency staff and consultant team on critical path activities, project updates, facilitation of decision making
 - Assume bi-weekly meetings during full NTP, 1 hour, virtual
 - Attendance: Project Manager, Transit Lead, Architect Lead (**ZGF**), Civil Lead, Delivery Lead (half attendance), Structures Lead (half attendance), MEP Lead (**Spectrum**) (half attendance)
- **Developer/P3 Coordination Meetings**
 - Purpose: Provide coordination between project team and developer, UDOT, Summit County, ensure compliance with P3 agreement terms
 - Assume bi-weekly during full NTP, 1 hour, virtual
 - Attendance: Project Manager, Transit Lead, Architect Lead (**ZGF**), Civil Lead
- **Technical Working Group**
 - Purpose: Provide over the shoulder technical reviews of design items
 - Assume up to 10 one-hour meetings, virtual

- Attendance: Project Manager, Transit Lead, Architect Lead (**ZGF**), Civil Lead, Delivery Lead (half attendance), Structures Lead (half attendance), MEP Lead (**Spectrum**) (half attendance)
- **Targeted Stakeholder Meetings**
 - Purpose: Provide targeted and early engagement with key stakeholders
 - Assume up to 12 meetings, 1 hour, virtual
 - Attendance: Project Manager, Transit Lead (or other depending on topic)

Task 2.2 Project Charter

Horrocks will draft a Project Charter for discussion at the Partnering workshop (described below). The Charter will be a succinct document that summarizes:

- Aspirational vision for success and team shared purpose
- Project goals
- Agencies roles and responsibilities
- Expectations for Project Team members, with a focus on process for efficiently providing milestone review

Crew Consulting will review and provide feedback on Project Charter.

Task 2.3 Collaborative Workshop Series

Horrocks will facilitate a series of early collaborative workshops to build trust and promote collaboration on early activities that drive project progression. **Horrocks** will lead meeting scheduling and preparation of agenda and materials with support from subconsultants as described below. These include:

- **Partnering Workshop**
 - Purpose: Establish goals, chartering, and establish framework for engagement, focus on agency engagement and roles/responsibilities/expectations
 - Assume 1 workshop, 3-hours, in person
 - Attendance: Project Manager, Transit Lead, Architect Lead (**ZGF**), Civil Lead, Delivery Lead, Project Facilitator (**Crew Consulting**)
 - **Crew Consulting** will co-lead the Partnering Workshop and play a key supporting role to **Horrocks** in preparing for and developing content for this workshop.
- **Risk Workshop** – (could be an add-on to a scheduled Project Task Force Meeting)
 - Assume 1 workshop, 2-hours, hybrid (in-person for Utah based staff, virtual for out of state)
 - Attendance: Project Manager, Transit Lead, Architect Lead (**ZGF**), Civil Lead, Delivery Lead
 - Risk register development and maintenance is included in Task 1

Task 2 Deliverables

- Meeting agendas, notes, and supporting materials
- Project Charter

Task 3 – Concept Layout Alternatives Analysis

Task 3 includes data collection activities, programming (site and building), site optimization, initial range of concept layout alternatives, and charrette related activities. **Horrocks** will lead activities under Task 3 with support from subconsultants as noted specifically below. Note that greyed out items are assumed to be started and completed under the limited NTP. Other items may have been started under limited NTP but continuing under this full scope and are noted as such.

Task 3 Assumptions

- HVT will provide survey .dwg files and survey control information with the assumption that it includes topographic information, utilities on site and on surrounding roadway network including SR-224, Ute Blvd, Landmark Dr, and Olympic Parkway (including inverts for storm and sewer at all manholes/inlets on surrounding roadway network bordering project site), all existing site features, boundary survey/parcel and ROW linework. Survey extends to the adjacent roads and past the property lines on the north and south. Any supplemental survey needed is not included in this SOW.
- Range of concept alternative layouts will include three concepts.
- SUE information is provided by HVT, no SUE work included as part of this limited NTP
- DPRE will maintain and be responsible for the site survey. Project survey will be provided to the in the UTM coordinate system utilizing US survey foot units at a precision acceptable for construction drawings.

Task 3.1 Data Collection (to be completed under limited NTP)

To facilitate the initial, 6-week, limited NTP scope of work, **Horrocks** will work with HVT to gather supporting information to facilitate the initial conceptual layout of alternatives. This data collection will include information such as geographic information system mapping for utilities, utility capacity and invert information, right-of-way limits (including understanding of available ROW for the Transit Center if different from the overall DPRE development agreement), survey, contours, geotechnical analysis, etc., as well as any surrounding project information. Data will also be collected to support future and existing bus service needs, as well as fleet information. HVT will also provide most recent Development Agreements and P3 agreements.

Horrocks will provide a comprehensive data collection list to HVT as soon as practicable after NTP. **ZGF, Alta, and Spectrum** will review and provide input. The list will also identify items that are critical path for advancing early concept work. In support of this data collection, HVT and

Horrocks will work closely together to gather the best/available information to support this early work.

Understanding that DPRE likely also has a large amount of data that could be applicable to this project, **Horrocks** will coordinate an approach to gathering and sharing data with DPRE as early as practicable.

Horrocks will confirm with UDOT the SR-224 widening limits as part of the separate Kimball Junction Interchange project.

Task 3.2 Temporary Transit Center Initial Analysis (to be completed under limited NTP)

To support the temporary transit center concept at the former Skullcandy headquarters site (now Summit County PEAK Center), **Horrocks** will conduct an Autoturn analysis to confirm bus maneuverability accessing and within the site for full-size and cutaway buses. It is assumed that 3 full-size bays and 1 larger bay for 2 cutaway buses at the same time will be needed within the site. Analysis will be performed using aerial imagery background readily available to the public and HVT will provide the temporary transit center concept to the team.

Task 3.3 Site and Building Programming

Horrocks will lead Task 3.3 to finalize external “site” and internal “building” programming for the proposed Kimball Junction Transit Center, which was started and will be substantively completed as part of the initial, 6-week limited NTP period. The site and building programming will help establish the vision and goals for the site (including sustainability goals), and the programming will be carried forward through the life of the project. Development of these programming efforts will be supported by the data collected from Task 3.1, outcomes of the Programming Workshop, and site optimization work (Task 3.4). Programming is likely to encompass:

- External “site” programming will consist of transit active loading, layover bays with electric charging infrastructure, and curb space (with varying types and quantities for flexibility to accommodate different length buses, cutaways, paratransit, and microtransit vehicles); transit shelters, seating, lighting, real-time display signage, snow storage areas, bike share, and staff/ transit security parking. External programming will include pedestrian circulation space that links external and internal elements while integrating the site within the surrounding development.
- Internal “building” programming will include passenger waiting areas and restrooms; operator facilities (breakroom and restroom, operations control room); customer amenities including retail/commercial opportunities, info/ visitor station; lost and

found/storage space; areas for HVT staff including office space; classroom/training facility; and interior space for MEP, and IT needs.

Early development of this information will be iterative as existing conditions/site constraints may ultimately impact the available space to accommodate all appropriate goals and needs.

The team will utilize previously developed work that provides a starting point for programming needs. The team will build on this analysis to fully assess the spectrum of programming considerations. To determine programming, the team will:

- **Perform Initial Programming Analysis**
 - The team will review previously compiled programming documentation relevant to their discipline (**Horrocks, ZGF, Alta, Spectrum**).
 - **Alta** will work with HVT Service Planner to understand existing and future transit needs to build understanding to determine the needs for bus active loading bays, layover, charging, etc.
 - Transit Lead and Architect Lead (**ZGF**) will interview and collaborate with HVT operators and staff to understand key needs for site transit operations, desired operational amenities, sustainability goals and objectives, and other elements to be included within the Transit Center building. **Horrocks** will lead meeting scheduling, preparation, and summary of meeting documentation with support from **ZGF**.
 - Civil Lead will provide high level assumptions around space potentially needed for utilities, storm water detention, retaining walls and other site features (based on data collected in Task 3.1, information shared by DPRE during developer coordination [Task 2.2], and site optimization work [Task 3.4]).
- The team will summarize findings from items above and develop a list of major program elements, operational considerations, and key questions to guide and facilitate the Programming Workshop. **Horrocks** will lead documentation, with contributions from **ZGF** related to building programming, and **Alta** on transit existing and future needs.
- **Facilitate a Programming Workshop**
 - Purpose: Discuss key needs and assumptions needed to guide site and building programming, including confirmation of major program elements and key operational considerations.
 - Assume 1 workshop, 4-hours, in person
 - Attendance: Project Manager, Transit Lead, Architect Lead, Civil Lead
 - **Horrocks** will lead scheduling, meeting agenda and meeting material preparation. **ZGF** will provide review of materials.
 - **Horrocks** will document workshop outcomes will be summarized in a Programming Memo

This information is critical to be carried forward through subsequent design phases to maintain the vision and goals established in the early partnering sessions.

Task 3.4 Site Optimization

Horrocks will continue activities for Task 3.4 site optimization to advance work in parallel to Tasks 3.3 and 3.5. **Horrocks** will lead all activities under Task 3.4. In order to optimize the site, the civil team will:

- Review locations of existing and planned utilities (as part of the overall DPRE site development) and determine the available capacity of water, sewer and storm.
- Identify needs and tie-ins for gas, electric, and fiber utilities. The Civil Lead will discuss all potential improvements with HVT and utility companies to ensure that any offsite improvements, which can often impact schedule, are considered immediately.
- Work with DPRE to understand and meet the storm water discharge requirements for the subdivision and state code for retention/detention. If located onsite, the retention/detention location would be explored with an eye towards maximizing developable area (i.e. place underneath parking or pavement).
- Explore and develop multiple high-level grading scenarios (e.g., retaining walls, tiered walls, stepped foundations, and optimized earthwork balancing) and evaluate the feasibility and tradeoffs associated with each—including cost, site optimization potential, utility connections, adjacent site access, bus maneuverability entering/exiting and throughout the site, connection to the parking garage to the north, and ADA considerations.
- Facilitate over-the-shoulder reviews with Horrocks' Constructability experts of site development grading concepts to confirm realistic concepts that optimize site developability.

Task 3.5 Concept Layout Alternatives

Horrocks will continue activities for Task 3.5 that were started under the limited NTP to advance work in parallel to Tasks 3.3 and 3.4.

Horrocks and ZGF will collaboratively develop a range of three potential layout concepts for the Transit Center to ensure operational efficiency, flexibility, and a high-quality and intuitive passenger experience. The comparative evaluation will consider factors such as circulation, dwell and charging times, safety, accessibility, and overall integration with the surrounding P3 development to identify the most effective layout strategy for the Transit Center.

For each defined concept alternative, the team will develop highly graphical and clear diagrams, 2D plans, and 2D sections illustrating required program elements, functional adjacencies and pro/con observations related to including cost, operational efficiency, adjacent development compatibility, and other factors. **ZGF** will lead graphic development of concept alternatives. Goals defined through the Project Charter and subsequent Programming Workshop will help establish meaningful evaluation criteria, providing a clear framework for assessing how well

each concept alternative meets project goals. **Horrocks** will lead documentation of tradeoffs/alternatives evaluation.

Task 3.6 Charette Process

Horrocks and ZGF will then present the three concept layout alternatives in a coordinated and collaborative workshop that explores the initial range of ideas and their respective tradeoffs. Workshop participants will include the consultant team (assume attendance of: Project Manager, Transit Lead, Architect Lead, Civil Lead, and Delivery Manager), agency partners, and DPRE development representatives; the team can continuously work to refine desired elements from each concept to create an agreed-upon Preferred Concept to advance in design. Assume one full day work session (8 hours). The goal of the process is to identify the key elements of the Preferred Concept that meets the project goals. **Horrocks** will lead preparation of Charette agenda and materials to be presented, with support from **ZGF**. Graphical supporting materials to be presented at Charette will be led by **ZGF**.

Horrocks and ZGF will make refinements to the best performing concept layout(s) per discussion from the charette process and will reconvene in a “Charette Followup” meeting to present refined concepts, updated performance metrics, with the goal of identifying a Preferred Concept.

Horrocks will prepare a Concept Development Memo to summarize the activities of Tasks 3.3-3.6 and process for developing and selecting a Preferred Concept.

Task 3.7 Survey Support Services

Upon completion of Task 3.1 Data Collection and 3.5 Concept Layout Alternatives, **Horrocks** will assess if any supplemental survey information, including topographic or utility information, is still required to complete the transit center design. If additional survey is required, it is assumed that DPRE/Ensign would acquire the missing information, and it would be added as supplemental information to the provided surveys.

As the project team coordinates with the adjacent UDOT project, it will be critical to ensure that all stakeholders understand the horizontal/vertical information between projects. In addition to being located in different project datums, the adjacent projects also are using different CADD platforms to perform the work. It is a critical step to document and define how each project correlates to one another to ensure design compatibility. To facilitate this collaboration, **Horrocks** will develop a Survey Translation Memo that clearly defines following:

- Dakota Pacific/High Valley Transit project datum – horizontal and vertical
- UDOT interchange project datum – horizontal and vertical
- SR 224 BRT project datum – horizontal and vertical

- Geometrically defined common horizontal/vertical translation between the DPRE/HVT project and UDOT's interchange projects
- Overall QC/QA between surveys to understand vertical differences (mountainous terrain likely has more variation between surveys than typical)

This task focuses on reviewing provided survey information to ensure sufficient data is available to complete the design activities listed below, and help facilitate clear communication between projects.

Task 3 Deliverables

- Data Collection List
- Concept Development Memo
- Survey Translation Memo

Task 4 – Design

The project team will provide engineering and architectural design drawings for the selected alternative concept design that develops from the Task 3 – Concept Design and Charrette process. The alternative will include the following elements; transit center surface level improvements, a new Transit Center Building, a pedestrian bridge connection to the adjacent development to the north, in addition to temporary transit center improvements at the Skullcandy site. This task will consist of the completion of the final design work for the transit elements noted above including curb/gutter, sidewalk, asphalt and other flatwork; canopies; utility work; storm drainage detention; landscaping, transit center structures, elevator/escalator design, pedestrian bridge structure, grading, retaining walls, access walls adjacent to SR-224, and other needed improvements to complete the installation of the proposed transit center, in alignment with the developer.

Similarly, the project team will develop design plans to support the construction of the temporary transit center. The new transit center, building and pedestrian bridge will be packaged as one plan set, and the temporary transit center will be included as its own plan set. It is anticipated that the temporary facility will need to be constructed and operationalized no later than March 2027.

The project will be designed using the following standards and specifications:

- i. Summit County standards and specifications for work inside the project site and along Landmark Drive.
- ii. AASHTO standards for bus specific design related elements, or previous High Valley Transit projects per HVT direction.
- iii. UDOT standards and specifications for any work related to SR 224 or when a local entity does not have standards or specifications

- iv. American Public Works Association (APWA) Standards and Specifications for site and utility work, where standards and specifications are not provided by Summit County or other relevant entities.
- v. MasterFormat Building Standards and Specifications

Roles/Responsibilities:

Design Element Leads: **Horrocks** – civil, structural, drainage, utilities, and mechanical (elevator design); ZGF– architectural and landscape design; **Spectrum Engineers** – mechanical, electrical, and plumbing (MEP) for the building, pedestrian bridge, and transit center site including snow melt, electric bus-charging, communications for realtime signs, site lighting (including lighting for canopies at each bus bay), and fire protection; **Naik** for vertical transportation design (elevator).

These disciplines will collaborate in regularly scheduled meetings to integrate engineering requirements into the architectural design process through close collaboration through the life of the design.

As part of the fundamental design principles, the project team will incorporate sustainability strategies. LEED certification support is excluded, but can be added, as directed by HVT.

Task 4 Assumptions

- Design will be performed in AutoCivil3D (civil) and REVIT (structures/architecture/MEP).
- Regular internal design team coordination meetings will be held on a weekly basis throughout the life of the project. Attendance: Transit Lead, Civil Lead, Architect and all other disciplines as needed.
- The construction of all elements of the project will be completed under the CM/GC contract. Horrocks will coordinate the engineering and design efforts with the Contractor and work with the contractor to progress the design once the Contractor is under contract with HVT. It is assumed that during the design phase, the Contractor will attend the internal design team coordination meetings and other stakeholder/agency meetings described in Task 2.1 as necessary to coordinate work efforts and discuss project risks.
- Review plan sheets will be issued in an electronic PDF format.
- All agency/partner reviews shall run concurrently with one another. HVT to assist on resolution of comments received in conflict with HVT direction.
- Limit one (1) round of review and edits to specifications (eg by HVT, DPRE, and/or CM/CG).
- Limit of two (2) review cycles and edits to specifications/plans for the permitting review with Summit County. IE first set for initial comments, second set adjusts plans based on comments received for verification, third set is stamped/sealed/Released for Construction upon completion of final review meeting.
- All disciplines shall be submitted for the Building Permit set for Summit County. Permit to be obtained by the CM/CG.

- Formal reviews will be completed as part of the SD and DD submittals only.
- Informal “over the shoulder” reviews will be completed, as needed, during the progression of the design through SD/DD/FD submittals to help streamline direction and input.
- The Bid Ready plans will be reviewed “over the shoulder” by partners prior to signing/stamping the “Released for Construction” plans.
- Stakeholders/agency will review plans within 2 weeks of the submittal and provide comments electronically in a provided comment response log (excel).
- Any proposed right-of-way changes, including temporary construction rights shall be procured/completed by others (DPRE/Ensign).
- Demolition of the existing transit center is assumed to be completed by DPRE.
- HVT will coordinate integration of artwork. Public art to be installed by others.
- Wayfinding signage will be limited to the surface level of the new transit center, the new transit center building, and the pedestrian bridge. The wayfinding signage guidelines shall be developed by HVT and/or DPRE, and applied to brought similar signage in coordination High Valley Transit typical branding/signage.
- Snow melt is limited to the bus island platform and customer waiting areas, stairs and pedestrian bridge, if required. It is assumed for this scope of work that the snow melt system will be electric.
- DD & FD plans & specs shall be used for pricing. Pricing will be completed by CM/GC. No separate pricing set will be provided. All quantities will be reviewed during each phase of design by the design team.
- Previously developed Division 00 and 01 specifications will be provided by High Valley Transit as a basis for the project team. The project team will refine the specifications as needed. Division 02 and all other structural specifications and elevators specifications will be developed by Horrocks/other.
- Specifications shall follow the current Construction Specifications Institute (CSI) Master
- Format divisions and any Client formatting requirements, as applicable, as special provisions to the standard specifications provided.
- This work excludes any geotechnical investigation, environmental investigation and permitting, site survey, archeological survey, and/or traffic studies
- The scope excludes any environmental testing, hazardous material survey, remediation design, or waste stream characterization.
- The scope assumes up to 2 elevators and associated elevator equipment rooms and stairways. Escalators are excluded, but design services are available upon request.
- The pedestrian bridge will be a custom structural and architectural design for all elements including foundations, bents, and superstructure – not intending to use prefabricated bridge or truss components.
- Custom bus shelter design will be developed for the bus bays (either one continuous canopy, or multiple independent shelters)

- Site retaining structure design assumes up to 6 separate retaining wall designs
- DPRE will provide CAD (.dwg) files including proposed grading at the interface between the two sites. Revisions to the grades in this location by DPRE past 30% design will incur additional fee.
- Revisions to the site plan due to HVT, DPRE, or UDOT requests past 30% design will incur additional fee.

Task 4 Deliverables

- 30%/Schematic Design Plans including a comment response log
- 60%/Design Development Plans and Specifications including a comment response log
- 100%/Final Design Plans and Specifications
- Released for Construction (RFC) Plans and Specifications

Subtask 4.1 – 30%/Schematic Design Plans

The objective of this task is to develop conceptual design for the transit center to determine the overall footprint of the site and to gain concurrence from stakeholders prior to advanced design. This includes receiving input from UDOT and Summit County as applicable. Design interfaces will also be established between UDOT and HVT, as well as DPRE and HVT.

Schematic Design shall include:

- Preferred layout concept (concept initially developed within Task 3.5)
- Preliminary station and passenger facility configurations
- Initial architectural massing and visualizations
- Preliminary circulation diagrams (pedestrian, bicycle, bus, microtransit)
- Grading concept, horizontal design of utilities, and access assumptions
- Identification of public art opportunities
- QC/QA review

Subtask 4.2 – 60%/Design Development Plans

The work in this task includes refining the transit center design based on comments received during the 30%/Schematic Design review and progressing the design to include other disciplines needs including drainage, grading, utilities, retaining walls, signing and striping; lighting; architectural elements, and landscaping. In addition, building systems will be advanced including mechanical, electrical, plumbing, fire protection and communications. Under this subtask, design information shall be advanced to a 60% design level. Upon completion of project stakeholders' review of the 60%/DD plans, we will attend a 60%/DD review meeting.

Design Development Plans shall include:

- Typical sections
- Civil plan sheets showing existing topographic features including roadway elements and utilities, existing right-of-way, horizontal alignments, bus bay layout including platform and amenities off the platforms, removals, signing and striping, and realigned roadway and sidewalk features if applicable
- Advanced architectural plans, elevations, and sections
- Civil design including rough grading, drainage, and utilities
- Structural framework concepts
- Electrical/communications systems layouts
- Landscape concepts and plaza design
- Draft specifications, including Division 00/01 support.
- Coordination matrices for all partnering agencies
- QC/QA review
- Architectural and engineering review of CM/GC pricing and design assumptions

Subtask 4.3 – 100%/Final Design

The work in this task includes refining and updating all previously created designs and plan sheets to a Final Design plan set for the purpose of obtaining permits. Revisions will be made to address the comments received during the 60%/DD review and updates/refinements will be made to progress all plan sheets and details to a state necessary for construction of the project.

Final Design Plans shall include:

- Stamped and sealed 100%/Final Design Plan drawings
- Final specifications
- Architectural and engineering review of CM/GC pricing and design assumptions
- Construction phasing and sequencing recommendations
- QC/QA review

Subtask 4.4 – Permitting and RFC Plans

The Consultant shall prepare all materials required for:

- UDOT Conditional Access Permit (as applicable)
- UDOT Access Permit (for right-in/right-out)
- County land use approvals
- Building permits
- Will serve letters from Snyderville Basin Water Reclamation District and Summit Water Distribution Company
- The Consultant shall support presentations to review bodies as required.

- QC/QA review

Upon completion of permitting reviews of the 100%/Final plans, we will attend a RFC review meeting and perform minor modifications requested from the review meeting to produce a “Released for Construction”(RFC) plan set and specifications. The RFC submittal will take place after HVT verifies that all comments for a package have been closed.

Released for Construction Plans shall include:

- Stamped and sealed “Released for Construction” drawings
- Final specifications

Task 5 – Construction Support Services

Construction phase services (for items such as attending pre-construction meetings, responding to Requests for Information, reviewing submittals, and preparing as-built drawings) are not currently included in this scope of work but can be added with a contract modification at HVT’s discretion. In addition, the scope excludes any as-built measurements of existing conditions and preparation of as-built record drawings.

Allowance for Travel / Lodging		\$ 142.00 /day	\$ -
Airfare	4	\$ 500.00 /each	\$ 2,000.00
Rental Car	4	\$ 50.00 /day	\$ 200.00
Rental Car Gas		/gal	\$ -
Meals (Full Day Per Diem)	4	\$ 80.00 /day	\$ 320.00
Meals (First/Last Day Per Diem)		\$ 60.00 /day	\$ -
Alta Planning + Design		\$ 5,000.00	\$ -
Spectrum		\$ 3,000.00	\$ -
Crew Consulting	1	\$ 13,000.00	\$ 13,000.00
RDA		\$ 4,000.00	\$ -
FCCM		\$ 292,850.60 0.3561% /dir labor	\$ 1,042.84
Total Reimbursable Expenses			\$ 17,084.84
SUBCONSULTANTS			
ZGF			\$ 871,318.00
Spectrum (Placeholder)			\$ 150,000.00
Naik (Placeholder)			\$ 25,000.00
Total Subconsultants			\$ 1,046,318.00
TOTAL THIS CONTRACT			\$ 1,969,121.81

EXHIBIT D

COMPLIANCE CERTIFICATION WITH FEDERAL REQUIREMENTS (Architecture and Engineering Contracts)

Contained in the documents below are contract clauses and provisions required by the Federal Transit Administration (FTA) and the Utah Department of Transportation for federally funded projects for this type of procurement.

The term AGENCY in these clauses and provisions refer to the Subrecipient of the FTA funds, who is the transit agency that is administering the project.

AGENCY: _____

The contractor hereby certifies that it will comply with all requirements listed herein.

Contractor: _____

Name: _____

Title:

_____ Signature: _____

Date:

ACCESS TO RECORDS AND REPORTS

49 U.S.C. § 5325(g)

2 C.F.R. § 200.333

49 C.F.R. part 633

Applicability to Contracts

The record keeping and access requirements apply to all contracts funded in whole or in part with FTA funds. Under 49 U.S.C. § 5325(g), FTA has the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

Flow Down

The record keeping and access requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Clause Language

Recipients can draw on the following language for inclusion in their federally funded procurements.

Access to Records and Reports

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

- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

ADA ACCESS
49 USC 531 (d)

Applicability to Contracts

The ADA Access Requirements apply to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement

The ADA Access Requirements flow down to all third party contractors and their contracts at every tier.

Clause Language

ADA Access. The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination and ensures equal opportunity and access for persons with disabilities.

Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

CIVIL RIGHTS LAWS AND REGULATIONS

Applicability to Contracts

The following Federal Civil Rights laws and regulations apply to all contracts.

1. **Federal Equal Employment Opportunity (EEO) Requirements**. These include, but are not limited to:

a. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b. Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2. **Nondiscrimination on the Basis of Sex**. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3. **Nondiscrimination on the Basis of Age**. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4. **Federal Protections for Individuals with Disabilities**. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Flow Down

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Clause Language

Every federally funded contract must include an Equal Opportunity clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Civil Rights and Equal Opportunity

The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from

discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

Title VI Attachments A and E

Title VI of the Civil Rights Act of 1964 – Non – Discrimination Notice; Attachment A NON-DISCRIMINATION NOTICE

In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and the Title 49, Code of Federal Regulations. The text below, in its entirety, is in all contracts entered into by the Department. All of the text except the final section, entitled “Incorporation of Provisions,” should be included in any contract entered into by any the Department contractor.

During the performance of this contract, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

A. COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS

1. **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, age, disability, income status, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to

nondiscrimination on the grounds of race, color, sex, age, disability, income status, or national origin.

4. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the (Recipient) or the (Name of Appropriate Administration) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the (Recipient), or the (Name of Appropriate Administration) as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the (Recipient) shall impose such contract sanctions as it or the (Name of Appropriate Administration) may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as the (Recipient) or the (Name of Appropriate Administration) may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the contractor may request the (Recipient) to enter into such litigation to protect the interests of the (Recipient), and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Title VI of the Civil Rights Act of 1964 – Non – Discrimination Notice; Attachment E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 460 I), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 610 et seq.), (prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982, (49 USC § 47 I, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. §47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

CIVIL RIGHTS DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 C.F.R. part 26

Background and Applicability

The Disadvantaged Business Enterprise (DBE) program applies to FTA recipients receiving planning, capital and/or operating assistance that will award prime contracts (excluding transit vehicle purchases) exceeding \$250,000 in FTA funds in a Federal fiscal year. All FTA recipients above this threshold must submit a DBE program and overall triennial goal for DBE participation. The overall goal reflects the anticipated amount of DBE participation on DOT-assisted contracts. As part of its DBE program, FTA recipients must require that each transit vehicle manufacturer (TVM), as a condition of being authorized to bid or propose on FTA assisted transit vehicle procurements, certify that it has complied with the requirements of 49 C.F.R. § 26.49. Only those transit vehicle manufacturers listed on FTA's certified list of Transit Vehicle Manufacturers, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved at the time of solicitation, are eligible to bid.

FTA recipients must meet the maximum feasible portion of their overall goal using race-neutral methods. Where appropriate, however, recipients are responsible for establishing DBE contract goals on individual DOT-assisted contracts. FTA recipients may use contract goals only on those DOT-assisted contracts that have subcontracting responsibilities. See 49 C.F.R. § 26.51(e). Furthermore, while FTA recipients are not required to set a contract goal on every DOT-assisted contract, they are responsible for achieving their overall program goals by administering their DBE program in good faith.

FTA recipients and third party contractors can obtain information about the DBE program at the following website locations:

[Federal Transit Administration website Disadvantaged Business Enterprise page click here](#)

[Department of Transportation website Disadvantaged Business Enterprise Program click here](#)

Flow Down

The DBE contracting requirements flow down to all third party contractors and their contracts at every tier. It is the recipient's and prime contractor's responsibility to ensure the DBE requirements are applied across the board to all subrecipients/contractors/subcontractors. Should a subcontractor fail to comply with the DBE regulations, FTA would look to the recipient to make sure it intervenes to monitor compliance. The onus for compliance is on the recipient.

Clause Language

For all DOT-assisted contracts, each FTA recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

As an additional resource, recipients can draw on the following language for inclusion in their federally funded procurements.

Overview

It is the policy of the AGENCY and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the AGENCY to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and

7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The AGENCY shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the AGENCY may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the AGENCY.

Contract Assurance

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the AGENCY deems appropriate.

DBE Participation

For the purpose of this Contract, the AGENCY will accept only DBE's who are:

1. Certified, at the time of bid opening or proposal evaluation, by the [certifying agency or the Unified Certification Program (UCP)]; or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
3. Certified by another agency approved by the AGENCY.

DBE Participation Goal

The DBE participation goal for this Contract is set at _____%. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling not less than _____% of the total Contract price. Failure to meet the stated goal at the time of proposal submission may render the Bidder/Offeror non-responsive.

Proposed Submission

Each Bidder/Offeror, as part of its submission, shall supply the following information:

1. A completed DBE Utilization Form (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
2. A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the

performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the DBE Participation Schedule (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the AGENCY.

3. An original DBE Letter of Intent (see below) from each DBE listed in the DBE Participation Schedule.
4. An original DBE Affidavit (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.
5. A signed DBE commitment Letter within 72 hours.

Good Faith Efforts

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the AGENCY will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the AGENCY will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

1. Documented communication with the AGENCY's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
2. Pre-bid meeting attendance. At the pre-bid meeting, the AGENCY generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;
3. The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
4. Written notification to DBE's encouraging participation in the proposed Contract; and
5. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

1. The names, addresses, and telephone numbers of DBE's that were contacted;
2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made

good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

Administrative Reconsideration

Within five (5) business days of being informed by the AGENCY that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to the AGENCY's [Contact Name]. The [Contact Name] will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The AGENCY will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the DBE Participation Schedule (see below) without the AGENCY's prior written consent. The AGENCY may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the AGENCY in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

Continued Compliance

The AGENCY shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, it will be the responsibility of the Contractor to submit quarterly written reports to the AGENCY that summarize the total DBE value for this Contract. These reports shall provide the following details:

- DBE utilization established for the Contract;
- Total value of expenditures with DBE firms for the quarter;
- The value of expenditures with each DBE firm for the quarter by race and gender;
- Total value of expenditures with DBE firms from inception of the Contract; and
- The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the [Agency Name1] and [Agency Name2]. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

- The AGENCY to have access to necessary records to examine information as the AGENCY deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.
- The authorized representative(s) of the AGENCY, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
- All data/record(s) pertaining to DBE shall be maintained as stated in Section [insert reference to record keeping requirements for the Project.]

Sanctions for Violations

If at any time the AGENCY has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the AGENCY may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
- Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

DBE UTILIZATION FORM

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

_____ The Bidder/Offer is committed to a minimum of _____ % DBE utilization on this contract.

_____ The Bidder/Offeror (if unable to meet the DBE goal of _____ %) is committed to a minimum of _____ % DBE utilization on this contract and submits documentation demonstrating good faith efforts.

DBE PARTICIPATION SCHEDULE

The Bidder/Offeror shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

DBE IDENTIFICATION AND INFORMATION FORM

Name and Address	Contact Name and Telephone Number	Participation Percent (Of Total Contract Value)	Description Of Work To Be Performed	Race and Gender of Firm

DBE Goals Required by UDOT

Race Conscious Goal

At the time of bid, DBE participation is considered race-conscious on projects that are assigned a Goal for Bid Evaluation. The DBE commitment becomes a contract specification upon award. The Bidder must submit with its Bid Proposal a DBE Commitment that indicates:

- Name of DBE firm
- Work items to be performed
- Total dollar amount of commitment

If the DBE commitment does not meet or exceed the assigned goal, the Bidder must submit with the Bid Proposal documentation of good faith efforts.

Race Conscious is the committed dollar amount at the time of bid focused specifically on assisting only DBEs. UDOT Civil Rights must establish contract goals to meet the race conscious portion of its overall DBE goal. To ensure that the DBE program continues to be narrowly tailored to overcome the effects of discrimination, UDOT Civil Rights may adjust the use of contract goals as follows:

- If during the course of any year it is determined the overall goal will be exceeded, UDOT Civil Rights will reduce or eliminate the use of contract goals to the extent necessary to ensure the use of contract goals does not result in exceeding the overall goal.
- If it is determined that UDOT Civil Rights will fall short of its overall goal, then appropriate modifications in the use of race neutral and/or race conscious measures will be made to allow UDOT Civil Rights to meet the overall goal.

Race Neutral Goal

At the time of bid, DBE participation is considered race-neutral on projects that are NOT assigned a Goal (0%) for Bid Evaluation. In this instance, the DBE participation does not become a contract specification upon award. The Bidder must take equal opportunity action to allow DBEs to compete for and perform on subcontracts. Only work classifications that the Bidder will subcontract need to be considered in evaluating equal opportunity action in the bid preparation.

Race Neutral is the dollar amount that exceeds the committed amount at the time of bid and is, or can be, used to assist all small businesses. UDOT Civil Rights must meet the maximum feasible portion of its overall DBE goal by using race-neutral means of facilitating DBE participation. Race neutral DBE participation includes:

- Awarding a subcontract on a prime contract that does not carry a DBE goal,
- Awarding a subcontract on a prime contract in which the DBE was not considered in making the award even if there is a DBE goal.
- For the purposes of this part, race neutral includes gender neutrality.

Goal for Contract Performance

The Bidder's DBE Commitment becomes an attachment to the Bid Proposal and is a condition of award, and thereby becomes a contract specification.

The committed dollar amount meeting the project goal for bid evaluation will be considered race conscious participation. Any dollar amounts in excess of the project goal for bid evaluation will be considered race neutral participation.

Goal for Final Compliance

Percentages for final compliance will be based on actual payments to DBEs. Overruns and under-runs on individual contract items may require adjustments to the predetermined DBE percentage for a project if those items were not related to DBE performance. "The predetermined percentage for a project" refers to the percentage of the Contractor's DBE Commitment that becomes a contract specification upon award.

The Continued Compliance states that the AGENCY will "monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, it will be the responsibility of the Contractor to submit quarterly written reports to the AGENCY that summarize the total DBE value for this Contract." This is specifically for procurement projects. The requirement for construction projects would be:

- The Subrecipient will monitor the Contractor's DBE compliance during the life of the Contract. It is the responsibility of the Contractor to submit regular reports to the Subrecipient that summarize the total DBE value for this Contract. The frequency and content of these reports will be designated by the Subrecipient.

Determination of DBE Contractor's Eligibility by UUCP

Any Contractor may apply to the UUCP for status as a DBE. Applications will be made on forms provided by the UUCP entitled "UNIFORM CERTIFICATION APPLICATION" or "Information for Determining DBE Joint Venture Eligibility," Form No. R-817. Application need not be made in connection with a particular bid. Only work contracted to certified DBE prime contractors or subcontractors to firms that have applied for and have been granted status as a DBE by the UUCP will be considered toward contract goals as established in Subsection A.

It will be the Contractor's responsibility to submit a DBE application so that the UUCP has time to review it. The UUCP will review applications in a timely manner, but is not committed to approve DBE status within any given period of time. The UUCP must have ample lead time to review, evaluate, and verify information provided with an application.

UDOT will maintain a UUCP Unified DBE Directory of DBE Contractors, vendors, service providers, and suppliers that is updated as changes occur for the purpose of providing a reference source to assist any bidder in meeting the requirements of this bid condition. Bidders must use the most current DBE information available on the website when submitting bids. A current UUCP DBE directory representing certified DBE Contractors is available on the Internet at (click on this link): <https://www.udot.utah.gov/connect/business/civil-rights/>

In meeting the requirements of this bid condition, bidders are in no way limited to the DBE Directory referred to above in seeking out and negotiating with the DBE Contractors and determining which items of work will be subcontracted to DBE Contractors. Bidders will exercise their own judgments in selecting any subcontractor to perform any portion of the work. DBE credit will not be allowed toward race-conscious goals for a firm or joint venture that has not been DBE certified by the UUCP.

Bidding Requirements

A DBE prime contractor's performance does not count toward fulfilling the DBE goal. A prime bidder who is a DBE contractor will meet the DBE goal by using other DBE subcontractors or by using good faith efforts.

DBE Bid Assurance

1. Race Conscious Goal
 - a. Race conscious measure or program is focused specifically on assisting only DBEs. This goal is the amount the prime must commit to DBEs at the time of bid or a good faith effort must be documented.

DBE Race Conscious Commitment

1. For a bid to be considered responsive, Bidders will submit the following information regarding DBE compliance.
2. Submit a DBE Commitment of work that will be subcontracted to certified DBE firm(s) as listed in the UUCP's Directory or DBE firms that have been approved by the UUCP prior to bid opening.
 - a. The names of DBE firms that will participate in the contract;
 - b. A specific description of the work each named DBE firm will perform (list specific bid items). Listed bid items will be considered committed in their entirety unless Bidders designate otherwise in their DBE Commitment.
 - i. If mobilization is a bid item partially committed to a DBE, indicate the dollar amount of the DBE mobilization.
 - ii. If a partial quantity is committed to a DBE, indicate the quantity committed to the DBE.
 - iii. If a partial performance of an item is committed to a DBE, explain what part of the item the DBE will perform;
 - c. The dollar amount of participation by each named DBE firm;
 - d. If the contract goal is not met, evidence of good faith efforts is required at the time of bid.
3. The DBE Commitment is to be included in the prepared bid, and said information will be kept confidential and will be reviewed to determine the apparent low bidder has either met the DBE Contract Goal or has documented acceptable Good Faith Efforts.

DBE Race Neutral Participation

1. Race Neutral DBE participation includes anytime a DBE;
 - a. wins a Prime Contract through customary bidding procedures,

- b. is awarded a subcontract on a prime contract that does not carry a DBE goal (0% goal),
- c. wins a subcontract from a prime contractor that did not consider its DBE status in making the award (e.g., a prime contractor that uses a strict low bid system to award subcontracts).

DBE Written Confirmation

1. Low Bidder will submit to the Civil Rights Office within three (3) work days after the bid opening written confirmation from each DBE participating in the contract as provided in the Prime Contractor's DBE Commitment. The written confirmation will include the following information:
 - a. A description of the work to be performed (list specific bid items). Listed bid items will be considered committed in their entirety unless Contractors designate otherwise in their DBE commitment.
 - i. If mobilization is a bid item that is partially committed, confirm the dollar amount of the mobilization to be performed.
 - ii. If a partial quantity is committed, confirm the quantity to be performed.
 - iii. If a partial performance of an item is committed, confirm what part of the item will be performed.
 - iv. Unit bid prices for each bid item committed to a DBE.
 - v. Total dollar amounts (mathematical extensions) for each bid item committed to a DBE
 - b. The dollar amount of participation by each named DBE firm.

Counting DBE Participation Toward Goals for Performance

Subcontracts to DBEs that exceed the Goal for Bid Evaluation will be considered in part as race conscious participation and in part as race neutral participation. Any dollar amounts in excess of the Goal for Bid Evaluation will be considered as race neutral participation.

It is intended that the Contractor will utilize the subcontractors designated in the DBE Commitment in the performance of the contract. Any changes in the Contractor's DBE Commitment, such as substitution of a DBE subcontractor, substitution of contract items, or decrease in total dollar amount must be approved by the UDOT Civil Rights and must be covered by a Change Order. Unauthorized substitutions or eliminations may result in the imposition of sanctions. Failure to meet the Goal for Performance established at the time of award by the Contractor's DBE Commitment, without adequate justification, including concurrence of the subrecipient and Civil Rights Office, will result in the imposition of sanctions.

1. The subrecipient will recognize and grant DBE credit for work performed by DBE contractors ONLY in the types of work for which DBE certification has been granted by the UUCP prior to bid opening. It is necessary all Bidders refer to the UUCP DBE Directory for direction and guidance.
2. Contractors may count only the value of the work actually performed by the DBE toward the DBE goals.

- a. Work performed by the DBE's own forces using "regular employees" and "regular equipment."
 - b. The cost of supplies and materials obtained and purchased by the DBE and equipment leased for the work of the contract.
 - c. Work that a DBE subcontracts to a lower tier DBE firm.
3. Contractors may not count toward the DBE goals:
- a. Supplies and material purchased and equipment leased by the DBE from the prime Contractor or its affiliates or another subcontractor on the project.
 - b. Work that a DBE subcontracts to a lower tier non-DBE firm.
4. Contractors may count toward their goals only expenditures to a DBE that performs a commercially useful function in the work of the contract.
- a. A DBE performs a "commercially useful function" when it is responsible for the execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.
 - b. The subrecipient will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.
 - c. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, the subrecipient must examine similar transactions, particularly those in which DBEs do not participate.
 - d. A DBE does not perform a commercially useful function if it does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own workforce, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved.
5. The subrecipient will use the following factors in determining whether a DBE trucking company is performing a commercially useful function:
- a. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 - b. The DBE must be responsible for the management and supervision of the entire trucking arrangement for the purpose of meeting DBE goals.
 - c. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
 - d. The DBE may lease trucks from another DBE firm, including an owner operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

- e. The DBE may also lease trucks from a non-DBE firm, including from an owner operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of the transportation services provided by non-DBE lessees as long as the DBE provides the employees for the leased trucks.
 - f. A lease must indicate the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
6. Contractors may count expenditures with DBEs for materials or supplies as provided in the following:
- a. If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies counts toward DBE goals.
 - b. For purposes of this paragraph, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
 - c. If the materials or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the materials or supplies counts toward DBE goals.
 - d. For purposes of this paragraph, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
 - i. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
 - ii. A firm may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating or maintaining a place of business if the firm both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment will be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.
 - iii. Packagers, brokers, manufacturers' representatives, or other persons or firms who arrange, or expedite transactions are not regular dealers.
 - iv. A DBE trucking company that picks up a product from a manufacturer or regular dealer and delivers the product to the Contractor performs a delivery service. Credit will not be given based on a percentage of the cost of the product; credit will be allowed only for the cost of the transportation service.
7. If the materials or supplies are purchased from a service provider, the fees or commission charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies, count toward the DBE goals.

- a. A Service Provider is a business that is neither a manufacturer nor a regular dealer but simply transfers title of a product from manufacturer to ultimate purchaser or a firm that puts a product into a container for delivery. A service provider charges a fee or a commission for assistance in the procurement of the materials and supplies, or fees or transportation for the delivery of materials or supplies required on a job site.
 - i. Only the fees, commissions, or transportation performed by the DBE service provider count toward the DBE goals. The subrecipient must determine the fees are reasonable and not excessive as compared with fees customarily allowed for similar services.
 - ii. No portion of the cost of the materials and supplies count toward the DBE goals. Documentary evidence of the supply agreements, i.e., sales contract, purchase order, etc., will be submitted to the subrecipient prior to work beginning. The agreement will set forth the estimated quantities, unit prices, total dollar amounts, material guarantees, delivery, and payment requirements including the requirements listed part E, 4, e, of this DBE Special Provision.
- 8. When a DBE subcontractor is terminated, or fails to complete its work on the contract for any reason, the Contractor must make good faith efforts to find another DBE subcontractor to substitute for the original DBE. Direct these good faith efforts at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal established for the project. Document the good faith efforts. If the subrecipient requests documentation under this provision, submit the documentation within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and the subrecipient will provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.
 - a. Failure by the contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies set forth in that section you deem appropriate if the prime contractor fails to comply with the requirements of this section.

Americans with Disabilities Act of 1990

To provide additional information about ADA to that of the Civil Rights Laws and Regulations clause in the FTA Best Practices Manual, Appendix A, see the link below to the FTA C 4710.1 Circular.

https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Final_FTA_ADA_Circular_C_4710.1.pdf

CIVIL RIGHTS PROMPT PAYMENT

All non TVM purchases

49 CFR Part 26.29

Prompt payment for the work accomplished is an integral part of the concept of a commercially useful function but is a requirement on all FTA projects for DBE and non-DBE companies.

- Prompt payment means that the prime contractor is to pay each subcontractor, and each subcontractor is to pay any lower tier subcontractor, within 30 days of being paid by the Subrecipient.
- Prompt payment entries are to be entered for each subcontractor in the method approved so that it can be monitored and verified for compliance.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

>\$150,000

42 U.S.C. §§ 7401 – 7671q

33 U.S.C. §§ 1251-1387

2 C.F.R. part 200, Appendix II (G)

Applicability to Contracts

The Clean Air and Clean Water Act requirements apply to each contract and subcontract exceeding \$150,000. Each contract and subcontract must contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251– 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Flow Down

The Clean Air Act and Federal Water Pollution Control Act requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Clause Language

Recipients can draw on the following language for inclusion in their federally funded procurements.

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

DISPUTES, BREACHES, DEFAULTS, AND LITIGATION

(a) FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.

(b) Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal 95 Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

(c) Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Recipient may return all liquidated damages it receives to its Award Budget for its Underlying Agreement

rather than return the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA's prior written concurrence.

(d) Enforcement. The Recipient must pursue its legal rights and remedies available under any third party agreement or any federal, state, or local law or regulation.

ENERGY CONSERVATION

42 U.S.C. 6321 et seq.
49 C.F.R. part 622, subpart C

Applicability to Contracts

The Energy Policy and Conservation requirements are applicable to all contracts. The Recipient agrees to, and assures that its subrecipients, if any, will comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6201 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance as required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

Flow Down

These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Clause Language

No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. Recipients can draw on the following language for inclusion in their federally funded procurements.

Energy Conservation

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

FEDERAL CHANGES

2 CFR Part 1201

Applicability to Contracts

The Federal Changes requirement applies to all contracts.

Applicability to Micro-Purchases Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Clause Language: The following language has been developed by FTA.

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

FLY AMERICA

Foreign transportation or travel of people or goods by air

49 U.S.C. § 40118

41 C.F.R. part 301-10

48 C.F.R. part 47.4

Applicability to Contracts

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the U.S. DOT has determined meets the requirements of the Fly America Act.

Flow Down Requirements

The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Clause Language

A sample clause is provided for Federal contracts at 48 C.F.R. 52.247-63. Recipients can draw on the following language for inclusion in their federally funded procurements.

FTA proposes the following language, modified from the Federal clause.

Fly America Requirements

- 1) Definitions. As used in this clause--
 - "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
 - "United States" means the 50 States, the District of Columbia, and outlying areas.
 - "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- 2) b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires

the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

- 3) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- 4) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

(End of statement)

5) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

(End of Clause)

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

>\$25,000

2 C.F.R. part 180

2 C.F.R. part 1200

2 C.F.R. § 200.213

2 C.F.R. part 200 Appendix II (I)

Executive Order 12549

Executive Order 12689

Background and Applicability

A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Flow Down

Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

Clause Language

Recipients can draw on the following language for inclusion in their federally funded procurements.

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the

Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

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

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

Applicability to Contracts

The incorporation of FTA terms applies to all contracts.

Applicability to Micro-Purchases:

Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement

The incorporation of FTA terms has unlimited flow down.

Clause Language

FTA has developed the following incorporation of terms language: Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) to be in violation of the FTA terms and conditions.

LOBBYING RESTRICTIONS

>\$100,000

31 U.S.C. § 1352

2 C.F.R. § 200.450

2 C.F.R. part 200 appendix II (J)

49 C.F.R. part 20

Applicability to Contracts

The lobbying requirements apply to all contracts and subcontracts of \$100,000 or more at any tier under a Federal grant. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the payor must complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Flow Down

The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5).

Clause Language

49 C.F.R. part 20, Appendices A and B provide specific language for inclusion in FTA funded third party contracts as follows:

Lobbying Restrictions

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB

4040-0013

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
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4. Name and Address of Reporting Entity:
 Prime SubAwardee

* Name

* Street 1 Street 2

* City State Zip

Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency: <input type="text"/>	7. * Federal Program Name/Description: <input type="text"/> CFDA Number, if applicable: <input type="text"/>
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8. Federal Action Number, if known: <input type="text"/>	9. Award Amount, if known: \$ <input type="text"/>
--	--

10. a. Name and Address of Lobbying Registrant:

Prefix * First Name Middle Name

* Last Name Suffix

* Street 1 Street 2

* City State Zip

b. Individual Performing Services (including address if different from No. 10a)

Prefix * First Name Middle Name

* Last Name Suffix

* Street 1 Street 2

* City State Zip

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* Signature:

* Name: Prefix * First Name Middle Name
* Last Name Suffix

Title: Telephone No.: Date:

NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS (ITS) ARCHITECTURE AND STANDARDS

23 U.S.C. Section 517(d)
23 U.S.C. §502

Intelligent transportation system (ITS) property and services must comply with the National ITS Architecture and Standards to the extent required by 23 U.S.C. Section 517(d) and FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 FR 1455 et seq., January 8, 2001, and later published policies or implementing directives FTA may issue. Consequently, third party contracts involving ITS are likely to require provisions to ensure compliance with Federal requirements.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts

The No Obligation clause applies to all third party contracts that are federally funded.

Flow Down

The No Obligation clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Clause Language

Recipients can draw on the following language for inclusion in their federally funded procurements.

No Federal Government Obligation to Third Parties.

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PATENT RIGHTS AND RIGHTS IN DATA

R & D

2 C.F.R. part 200, Appendix II (F)

37 C.F.R. part 401

Applicability to Contracts

If the recipient or subrecipient wishes to enter into a contract (or subcontract) with a small business firm or nonprofit organization for the performance of experimental, developmental, or research work under the FTA award, the recipient or subrecipient must comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Except in the case of an "other agreement" in which the Federal Government has agreed to take more limited rights, the Federal Government is entitled to a non-exclusive, royalty free license to use the resulting invention, or patent the invention for Federal Government purposes. The FTA has the right to:

1. Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

Flow Down

The Patent Rights and Rights in Data requirements flow down to all third party contractors and their contracts at every tier that meet the definition of a research-type project under 37 U.S.C. § 401.2.

Clause Language

Recipients can draw on language provided in 37 C.F.R. § 401.3 for appropriate Patent Rights and Data Rights Clauses for use in their federally funded research, development, demonstration, or special studies projects. Recipients should consult legal counsel for guidance in developing an appropriate Intellectual Property Agreement. At a minimum, recipients can include the following language in their standard boilerplates.

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the AGENCY intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following

restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
 - a) Any subject data developed under the Contract, whether or not a copyright has been obtained; and
 - b) Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

PRIVACY ACT
Contracts with personal identifier files
5 U.S.C. 552

Applicability to Contracts

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement

The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

Clause Language

The text of the following clause has not been mandated by statute or specific regulation, but has been developed by FTA.

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government finance in whole or in part with Federal assistance provided by FTA.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

49 U.S.C. § 5323(l) (1)
31 U.S.C. §§ 3801-3812
18 U.S.C. § 1001
49 C.F.R. part 31

Applicability to Contracts

The Program Fraud clause applies to all third party contracts that are federally funded.

Flow Down

The Program Fraud clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier. These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Clause Language

Recipients can draw on the following language for inclusion in their federally funded procurements.

Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE
SERVICES OR EQUIPMENT**

CFR Title 2, Subtitle A, Chapter II, Part 200, Subpart C, § 200.216.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See [Public Law 115-232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

SAFE OPERATION OF MOTOR VEHICLES

(a) Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

- (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and 91
- (2) Including a "Seat Belt Use" provision in each third party agreement related to the Award.

(b) Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with:

- (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225);
- (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and
- (3) The following U.S. DOT Special Provision pertaining to Distracted Driving:
 - (i) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;
 - (ii) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and
 - (iii) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34(b)(3)(i) – (ii) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

SEISMIC SAFETY
New Buildings & Additions
42 U.S.C. 7701 et seq.
49 C.F.R. part 41
Executive Order (E.O.) 12699

Applicability to Contracts

The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

Flow Down

The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

Clauses Language

Recipients can draw on the following language for inclusion in their federally funded procurements.

Seismic Safety

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

TERMINATION
>\$10,000

2 C.F.R. § 200.339
2 C.F.R. part 200, Appendix II (B)

Applicability to Contracts

All contracts in excess of \$10,000 must address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement.

Flow Down

For all contracts in excess of \$10,000, the Termination clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Clause Language

There is no required language for the Terminations clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Termination for Convenience (General Provision)

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

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the AGENCY may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

Opportunity to Cure (General Provision)

The AGENCY, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

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

Waiver of Remedies for any Breach

In the event that AGENCY elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by AGENCY shall not limit AGENCY's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The AGENCY, by written notice, may terminate this contract, in whole or in part, when it is in the AGENCY's interest. If this contract is terminated, the AGENCY shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for

default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of AGENCY goods, the Contractor shall, upon direction of the AGENCY, protect and preserve the goods until surrendered to the AGENCY or its agent. The Contractor and AGENCY shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

Termination for Default (Construction)

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

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

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of AGENCY, acts of another contractor in the performance of a contract with AGENCY, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within [10] days from the beginning of any delay, notifies AGENCY in writing of the causes of delay. If, in the judgment of AGENCY, the delay is excusable, the time for completing the work shall be extended. The judgment of AGENCY shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will

be the same as if the termination had been issued for the convenience of AGENCY.

Termination for Convenience or Default (Architect and Engineering)

The AGENCY may terminate this contract in whole or in part, for the AGENCY's convenience or because of the failure of the Contractor to fulfill the contract obligations. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the AGENCY's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. AGENCY has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the AGENCY, the AGENCY's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the AGENCY may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the AGENCY.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of AGENCY.

Termination for Convenience or Default (Cost-Type Contracts)

The AGENCY may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of AGENCY or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the AGENCY, or property supplied to the Contractor by the AGENCY. If the termination is for default, the AGENCY may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the AGENCY and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of AGENCY, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the AGENCY determines that the Contractor has an excusable reason for not performing, the AGENCY, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

VIOLATION AND BREACH OF CONTRACT

>\$250,000

2 C.F.R. § 200.326

2 C.F.R. part 200, Appendix II (A)

Applicability to Contracts

All contracts in excess of the Simplified Acquisition Threshold (currently set at \$150,000) shall contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Flow Down

The Violations and Breach of Contracts clause flow down to all third party contractors and their contracts at every tier.

Clauses Language

FTA does not prescribe the form or content of such provisions. The provisions developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts. Recipients can draw on these examples for inclusion in their federally funded procurements.

Rights and Remedies of the AGENCY

The AGENCY shall have the following rights in the event that the AGENCY deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include [AGENCY to define].

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the AGENCY, the Contractor expressly agrees that no default, act or omission of the AGENCY shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the AGENCY directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the AGENCY will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the AGENCY takes action contemplated herein, the AGENCY will provide the Contractor with sixty (60) days written notice that the AGENCY considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

- Example 1: Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of AGENCY's [title of employee]. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.
- Example 2: The AGENCY and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the AGENCY and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the AGENCY's direction or decisions made thereof.

Performance during Dispute

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

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AGENCY and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the AGENCY is located.

Rights and Remedies

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

HIGH VALLEY TRANSIT DISTRICT CONTRACT

Contract # _____

1. CONTRACTING PARTIES: This CONTRACT is between High Valley Transit District, a body corporate and politic of the State of Utah, having an address of 1570 Sege Lilly Way, Park City, Utah 84098 (the "DISTRICT") and the following Contractor (the "CONTRACTOR"):

<u>HNTB Corporation</u>	Name	
<u>910 West Legacy Center Way, 4th Floor</u>	Address	
<u>Midvale</u>	<u>Utah</u>	<u>84047</u>
City	State	Zip

LEGAL STATUS OF CONTRACTOR

- Sole Proprietor
- Non-Profit Corporation
- For-Profit Corporation
- Partnership
- Government Agency

Contact Person: Kristi Shinall Phone # (801) 573-7263 Email: kshinall@hntb.com

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this Contract is to provide: Program Management Services related to the Kimball Junction Transit Center construction

3. PROCUREMENT: This Contract is entered into as a result of a procurement process set forth in the Utah Procurement Code and High Valley Transit Administrative Policies and Procedures, Section 14.15: RFQ # _____ FY____; or other procurement method: RFQ HVTCP26002.

4. CONTRACT PERIOD: Effective Date: April 15, 2026. Termination Date: December 22, 2028, unless terminated earlier or otherwise extended in accordance with the terms and conditions of this Contract. Renewal options (if any): None.

5. CONTRACT COSTS: Contractor will be paid in accordance with Attachment C. The maximum amount of costs and fees authorized by this Contract is \$1,440,305.00. Prompt Payment Discount (if any): N/A

6. ATTACHMENT A: High Valley Transit Standard Terms and Conditions for Goods or Services
ATTACHMENT B: Scope of Work
ATTACHMENT C: Fee Schedule

Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

- a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this Contract.
- b. High Valley Transit Administrative Policies and Procedures; and Contractor's response to RFQ HVTCP26002, dated 1/16/2026.

8. Each person signing this Contract represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Contract and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of this Contract and the performance of each party's obligations hereunder have been duly authorized



ATTACHMENT A

HIGH VALLEY TRANSIT TERMS AND CONDITIONS FOR SERVICES

This is a contract for services (including professional services) meaning the furnishing of labor, time, or effort by a Contractor.

1. DEFINITIONS: The following terms shall have the meanings set forth below:

- (a) **“Confidential Information”** means information that is deemed as confidential under applicable state, and federal laws including personal information. High Valley Transit (the District) reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under county ordinances and state and federal laws.
- (b) **“Contract”** means the Contract Cover and Signature Page(s), including all referenced attachments and documents incorporated by reference. The term “Contract” may include any purchase orders that result from this Contract.
- (c) **“Contract Cover and Signature Page(s)”** means the High Valley Transit cover page(s) and signature page that the District and Contractor sign.
- (d) **“Contractor”** means the individual or entity delivering the Services identified in this Contract. The term “Contractor” shall include Contractor’s agents, officers, employees, and partners.
- (e) **“Custom Deliverable”** means the Work Product that Contractor is required to deliver to the District under this Contract.
- (f) **“Party or Parties”** means the District and the Contractor.
- (g) **“Proposal”** means Contractor’s response to District’s Solicitation.
- (h) **“Records”** means all books, records, documents, statements, reports, data, information, and other material with respect to the matters covered, directly or indirectly, by this Contract, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Contract.
- (i) **“Services”** means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include, but are not limited to, all of the deliverable(s) (including Custom Deliverable, supplies, equipment, or commodities) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in the High Valley Transit Administrative Policies and Procedures, Section 14.0, Procurement Policy.
- (j) **“Solicitation”** means the documents used by the District to obtain Contractor’s Proposal.
- (k) **“Summit County”** means Summit County, Utah, a body corporate and politic of the State of Utah.
- (l) **“Subcontractors”** means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for

whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.

(m) **"Standard of Care"** means the average degree of skill, care and diligence exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract.

(n) **"Work Product"** means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by High Valley Transit District. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any High Valley Transit District, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third-Party intellectual property.

(o) **"District"** means the High Valley Transit District, a small public transit district within the State of Utah.

2. GOVERNING LAW AND VENUE: This Contract has been and shall be construed as having been made and delivered within the State of Utah, and it is agreed by each Party hereto that this Contract shall be governed by the laws, rules, and regulations of Summit County and the State of Utah, both as to interpretation and performance. Any action of law, suit in equity or judicial proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Summit County, the Silver Summit District Court, Third Judicial District.

3. LAWS AND REGULATIONS: At all times during this Contract, Contractor and all procurement Items delivered and/or performed under this Contract will comply with all applicable Summit County, state and federal constitutions, laws, rules, ordinances, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.

4. RECORDS ADMINISTRATION: Contractor, and its subcontractor(s), shall maintain or supervise the maintenance of all Records and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Contract. These Records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor shall, at such times and in such form as the District may require, make

available for examination by the District, its authorized representatives, the State Auditor, Federal Auditors or other governmental officials authorized by law to monitor this Contract, all such Records. The District may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Contractor's activities, which relate directly or indirectly to this Contract.

5. CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM": The Status Verification System, also referred to as "E-verify," applies to contracts issued through a request for proposal process and to sole source contracts.

- (a) Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
- (b) Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
- (c) Contractor's failure to comply with this section will be considered a material breach of this Contract.

6. CONFLICT OF INTEREST: Contractor represents that none of its officers or employees are officers or employees of High Valley Transit District, unless disclosure has been made to the District.

7. INDEPENDENT CONTRACTOR:

- (a) Contractor and Subcontractor(s), in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the District.
- (b) No agent, employee, or representative of Contractor or Subcontractor(s) shall be deemed to be an employee, agent, or representative of the District for any purpose, and the employees of the Contractor and Subcontractor(s) are not entitled to any of the benefits the District provides for its employees. The Contractor or Subcontractor(s) will be solely and entirely responsible for their acts and for the acts of their agents, employees, representatives during the performance of this Contract.
- (c) In the performance of the services herein contemplated Contractor and Subcontractor(s) are independent contractors with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the District and shall be subject to the District's general rights of inspection and review to secure the satisfactory completion thereof.

8. INDEMNITY:

- (a) Contractor shall indemnify, defend and save harmless the District from all claims, losses, suits, actions, damages, and costs in connection with the Contractor's performance or failure to perform any aspect of this Contract to the extent caused by

any intentional wrongful act or omission, or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the intentional wrongful act or omission, or negligence of the District. The Parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property arising out of this Contract.

(b) The Contractor and Subcontractor(s) expressly agree that the indemnification provided herein constitutes the Contractor and Subcontractor(s) limited waiver of immunity as an employer under Utah Code §34A-2-105, as amended; provided, however, this waiver shall apply only to the extent an employee of the Contractor or Subcontractor claims or recovers compensation from the District for a loss or injury that Contractor or Subcontractor would be obligated to indemnify the District for under this Contract. This limited waiver has been mutually negotiated by the Parties, and is expressly made effective only for the purposes of this Contract. The provisions of this section shall survive the expiration or termination of this Contract.

(c) Should the Contractor be required to provide defense pursuant to the requirements set forth in this section, any such defense cost shall be accrued to Contractor in a prorated proportion in accordance with its percentage of fault as determined by any applicable trier-of fact or as agreed to and incorporated into any settlement agreements.

(d) To the fullest extent permitted by law, neither party shall be liable to the other party for any special, punitive, consequential or indirect damages resulting in any way from the performance of the Services or otherwise arising from this Contract.

9. EMPLOYMENT PRACTICES: Contractor agrees to abide by the High Valley Transit Administrative Policies and Procedures, Section 14.0 and federal and state employment laws, including: (a) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (b) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (c) 45 CFR 90, which prohibits discrimination on the basis of age; and (d) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees. If any assignment or subcontracting has been authorized by the District, said assignment or subcontract shall include appropriate safeguards against discrimination. Contractor shall take such action as may be required to ensure full compliance with the provisions of this section.

10. AMENDMENTS: This Contract may only be amended by the mutual written agreement of the Parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.

11. DEBARMENT: Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the District within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.

12. TERMINATION:

(a) This Contract may be terminated, with cause by either Party, in advance of the specified termination date, upon written notice given by the non-defaulting Party to the Party in violation (the "Default Notice"). The Party in violation will be given ten (10) days after receipt of the Default Notice to cure the violation. In the event the Party in violation fails to cure, the non-defaulting Party may terminate the Contract for cause by sending the Party in violation a termination notice (the "Termination Notice").

(b) This Contract may also be terminated without cause (for convenience), in advance of the specified termination date, by the District, upon thirty (30) days written termination notice being given to the Contractor (the "Termination for Convenience Notice").

(c) High Valley Transit District and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

(d) On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

(e) Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the Termination Notice or Termination for Convenience Notice. Contractor agrees that in the event of a termination, the remedy and monetary recovery from the District is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract. In no event shall the District be liable to the Contractor for compensation for any services not requested by the District. In no event shall the District's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the District for any damages or claims arising under this Contract.

(f) If the Contractor or any of its Subcontractor(s) have any property in their possession belonging to the District, the Contractor will account for the same, and dispose of it in a manner directed by the District.

13. NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:

(a) The District intends to request the appropriation of funds to be paid for the services provided by Contractor under this Contract. If funds are not available beyond December 31 of any effective fiscal year of this Contract, the District's obligation for performance of this Contract beyond that date shall be null and void. This Contract shall create no obligation on the District as to succeeding fiscal years and shall terminate and

become null and void on the last day of the fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds were appropriated and budgeted. Said termination shall not be construed as a breach of this Contract or any event of default under this Contract and said termination shall be without penalty, whatsoever, and no right of action for damages or other relief shall accrue to the benefit of Contractor, its successors, or its assigns, as to this Contract, or any portion thereof, which may terminate and become null and void.

(b) If funds are not appropriated for a succeeding fiscal year to fund performance by Contractor under this Contract, the District shall promptly notify Contractor of said non-funding and the termination of this Contract, and in no event, later than 30 (thirty) days prior to the expiration of the fiscal year for which funds were appropriated.

(c) Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the District, if the District reasonably determines that a change in the Summit County Code, Federal or State legislation or applicable laws materially affects the ability of either Party to perform under the terms of this Contract.

(d) If a written notice is delivered under this section, the District will reimburse Contractor for the Services properly ordered until the effective date of said notice. The District will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. MODIFICATIONS TO TASKS: All work proposed by Contractor is based on current government ordinances and fees in effect as of the date of this Contract. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra costs” or deleted from the scope, at the option of the District.

15. SUSPENSION OF WORK: Should circumstances arise which would cause the District to suspend Contractor’s responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor’s responsibilities may be reinstated upon advance formal written notice from the District. If work is stopped, suspended or otherwise changed such that work cannot be performed by Contractor for longer than ninety (90) days from the date notice is received of the same, Contractor shall have the right to terminate this Contract and collect any and all fees and expenses up to and including the date of termination from the District, or alternatively, upon reinstatement of the services, Contractor shall be entitled to an equitable adjustment of the compensation and schedule under this Contract.

16. SALES TAX EXEMPTION: The Services under this Contract will be paid for from High Valley Transit District funds and used in the exercise of the District’s essential functions as a small public transit district within the State of Utah. Upon request, High Valley Transit District will provide Contractor with its sales tax exemption number. It is Contractor’s responsibility to request the District’s sales tax exemption number. It is also Contractor’s responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

17. CONTRACTOR'S INSURANCE RESPONSIBILITY: The Contractor shall maintain the following insurance coverage:

(a) Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract, at the following minimum: Bodily Injury by Accident Five Hundred Thousand Dollars (\$500,000.00) each accident; Bodily Injury by Disease Five Hundred Thousand Dollars (\$500,000.00) each employee, Five Hundred Thousand Dollar (\$500,000.00) policy limit.

(b) Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than One Million Dollars (\$1,000,000.00) per person per occurrence and Three Million Dollars (\$3,000,000.00) aggregate. Contractor agrees to increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Utah Code §63G-7-604, as amended and as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

(c) Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Contract, whether owned, non-owned, leased, or hired. The minimum liability limit must be Two Million Dollars (\$2,000,000.00) per accident, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.

(d) Professional liability (Errors and Omissions) insurance with annual limits no less than One Million Dollars (\$1,000,000.00) per claim and aggregate. If written on a claims-made basis, the Contractor warrants that the retroactive date applicable to coverage precedes the effective date of this Contract; and that continuous coverage will be maintained for an extended reporting period and tail coverage will be purchased for a period of at least three (3) years beginning from the time that work under this Contract is complete.

(e) Technology Errors and Omissions Insurance with a limit of not less than Five Million Dollars (\$5,000,000.00) per claim and aggregate for damages arising from computer related services including but not limited to the following:

- Consulting;
- Data Processing;
- Programming;
- System Integration;
- Hardware or Software Development;
- Installation;
- Distribution or Maintenance;
- Systems Analysis or Design;
- Training; and
- Staffing or Other Support Services.

This policy shall include coverage for third Party fidelity, including cyber theft.

(f) With the exception of Worker's Compensation and Employer's Liability, High Valley Transit District shall be named as an additional insured on all insurance policies set forth in this section, with respect to work performed by or on behalf of Contractor and a copy of the endorsement naming the District as an additional insured shall be attached to the Certificate of Insurance. Should any of the above-described policies be cancelled before the expiration date thereof, Contractor shall deliver notice to the District within thirty (30) days of cancellation. The District reserves the right to request redacted copies of any required policies. The additional insured protection afforded the District must be on a primary and non-contributory basis. All policies must include a waiver of subrogation in favor of the District.

(g) Contractor's insurance policies set forth herein shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(h) Certificates of Insurance, showing up-to-date coverage, shall be on file with the District before the Contract may commence.

(i) The District reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

18. PUBLIC INFORMATION: Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah Government Records Access and Management Act (GRAMA), Utah Code Title 63G, Chapter 2, as amended. Contractor gives the District express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the District, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The District is not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

19. DELIVERY: All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the District, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.

20. ACCEPTANCE AND REJECTION:

(a) The District shall have thirty (30) days after the performance of the Services to perform an inspection of the Services to determine whether the Services conform with the Standard of Care prior to acceptance of the Services by the District.

(b) If Contractor delivers nonconforming Services, the District may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to

promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any actual costs.

21. INVOICING: Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the District. The Contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the District will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. If District objects to any invoice submitted by Contractor, District shall so advise Contractor in writing giving reasons therefor within seven (7) days of receipt of such invoice. If any invoice submitted by Contractor is disputed by District, only that portion so disputed may be withheld from payment at which time District shall immediately reimburse Contractor for any outstanding amounts due with respect thereto.

22. PAYMENT: Payments are to be made within thirty (30) days after an invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the District Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the District, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the District within ten (10) business days of receipt of final payment, shall release the District from all claims and liability as to payment to the Contractor. The District's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the District may have against Contractor. The District will not allow the Contractor to charge end users electronic payment fees of any kind.

23. TIME IS OF THE ESSENCE: The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to District, and anyone for whom District may be liable as a result of Contractor's failure to timely perform the Services required under this Contract. Notwithstanding the foregoing, Contractor agrees to exercise diligence in the performance of its services consistent with the agreed upon project schedule, subject to the exercise of the generally accepted Standard of Care for performance of such services. If, through no fault of Contractor, such periods of time or dates are changed, or the orderly and continuous progress of Contractor's services is impaired, or Contractor's services are delayed or suspended, then the time for completion of Contractor's services, and the rates and amounts of Contractor's compensation, shall be adjusted equitably.

24. CHANGES IN SCOPE: Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both Parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.

25. PERFORMANCE EVALUATION: The District may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.

26. STANDARD OF CARE AND WARRANTIES: The Services of Contractor and its Subcontractors shall be performed in accordance with the Standard of Care. Contractor shall be liable to District for claims, liabilities, additional burdens, penalties, damages, or third-party claims (e.g., another Contractor's claim against District) to the extent caused by the negligent acts, errors, or omissions that do not meet this Standard of Care.

Contractor is solely responsible for fulfilling the Contract, with responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the District under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.

27. REVIEWS: The District reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.

28. ASSIGNMENT: Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the District. It is further agreed that said approval must be sought in writing by the Contractor not less than thirty (30) days prior to the date of any proposed assignment or subcontract. Any assignment or subcontract made without the prior express written approval of the District shall be deemed null and void.

29. REMEDIES: Any of the following events will constitute cause for the District to declare Contractor in default of this Contract: (a) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (b) Contractor's material breach of any term or condition of this Contract. The District may issue a Default Notice providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for direct damages. If the default remains after Contractor has been provided the opportunity to cure, the District may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract by giving a Termination Notice; or (iii) debar/suspend Contractor from receiving future contracts from the District.

30. FORCE MAJEURE: Neither Party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war, epidemics, pandemics, and/or executive orders, which is beyond that Party's reasonable control. The District may terminate this Contract after determining such delay will prevent successful performance of this Contract.

31. CONFIDENTIALITY:

(a) If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the District of any potential or actual misuse or misappropriation of Confidential Information.

(b) Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the District, including anyone for whom the District is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

(c) Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the District or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

32. PUBLICITY: Contractor shall submit to the District for written approval all advertising and publicity matters relating to this Contract. It is within the District's sole discretion whether to provide approval, which must be done in writing.

33. INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY: Contractor will indemnify and hold the District harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the District for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The Parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.

34. OWNERSHIP IN CUSTOM DELIVERABLES: In the event that Contractor provides Custom Deliverables to the District, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for the District and are specifically within the framework of fulfilling Contractor's contractual obligations under this Contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the District, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to the District any and all copyrights in and to the Custom Deliverables, subject to the following:

(a) Contractor has received payment for the Custom Deliverables;

(b) Each Party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by laws to inventions models, designs and technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this Contract

or that it develops or acquires from activities independent of the Services performed under this Contract (“Background IP”); and

(c) Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the Services, or tangible components thereof, including but not limited to (i) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services (collectively, the “Utilities”), and (ii) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of the District (collectively, the “Residual IP”).

Custom Deliverables, not including Contractor’s Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by the District. Contractor agrees to grant to the District a perpetual, irrevocable, royalty-free license to use Contractor’s Background IP, Utilities, and Residual IP, as defined above, solely for the District to use the Custom Deliverables. The District reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the District’s internal purposes, such Custom Deliverables. For the goods delivered that consist of Contractor’s scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants the District a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for the District’s internal business operation under this Contract. The District may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor’s Intellectual Property Rights, in whole or in part.

35. OWNERSHIP IN INTELLECTUAL PROPERTY: The District and Contractor agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the Parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the District.

36. WAIVER: No failure of the Parties to exercise any power given to it under this Contract, or to insist upon strict compliance by the other Party with any obligation, responsibility, or condition under it, and no custom or practice of the Parties at variance with its terms shall constitute a waiver of that Party's right to demand exact compliance with those terms upon any subsequent default. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving Party.

37. PROCUREMENT ETHICS:

(a) Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the District is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the District, or to any person in any official capacity who participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.

(b) Contractor represents that it has not: (i) provided an illegal gift to any High Valley Transit District officer or employee, or former District officer or employee, or to any relative or business entity of a District officer or employee, or relative or business entity of a former District officer or employee; (ii) retained any person to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (iii) breached any of the ethical standards set forth in State statute; or (iv) knowingly influenced, and hereby promises that it will not knowingly influence, any District officer or employee or former District officer or employee to breach any of the ethical standards set forth in State statute or Summit County ordinances.

(c) None of the funds, materials, property or services provided directly or indirectly under the Contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

38. MISCELLANEOUS PROVISIONS: The District shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the agreed upon services.

39. DISPUTE RESOLUTION: Prior to either Party filing a judicial proceeding, the Parties agree to participate in the mediation of any dispute. The District, after consultation with the Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the District appoints such an expert or panel, the District and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.

40. GOVERNMENTAL IMMUNITY: High Valley Transit District is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code §§ 63G-7-101, *et. seq.*, as amended. The Parties agree that District shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Contract shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

41. NOTICE TO RETIREES OF UTAH RETIREMENT SYSTEMS (URS): High Valley Transit District is a URS "participating employer." Entering into this Contract with the District may affect a URS retiree's retirement benefits including, but not limited to, cancellation of the retiree's "retirement allowance" due to "reemployment" with a "participating employer" pursuant to Utah Code § 49-11-504-505, as amended. In addition, Contractor is required to immediately

notify the District if a retiree of URS is the Contractor; or an owner, operator, or principal of the Contractor.

42. INTERPRETATION; NOTICES:

- (a) The terms of this Contract constitute the written expression of the mutual agreement of the Parties and shall be construed neutrally and not for or against either Party.
- (b) Notice provided for in this Contract shall be sent by certified mail return receipt requested to the addresses designated for the Parties on the Contract Cover and Signature page(s). Notice is effective upon the date it was sent, except that a Termination Notice is effective upon receipt.
- (c) All reference to "days" in this Contract shall mean calendar days.

43. CONTRACTOR EMPLOYEES: The District may, at its sole discretion, and for reasons due to uncured safety or criminal infractions, require the Contractor to remove an employee(s), agent(s), or representative(s) from employment on the Work Product. The Contractor may, however, employ that (those) individual(s) on other non-District related projects.

44. NO THIRD-PARTY BENEFICIARIES: No term or provision of this Contract or the attachments hereto is intended to be, nor shall any such term or provision be construed to be, for the benefit of any person, firm, corporation, or other entity not a party hereto, and no such other person, firm, corporation, or entity shall have any right or cause of action hereunder.

45. SUCCESSORS AND ASSIGNS: This Contract shall inure to the benefit of, and will be binding upon, the Parties hereto and their respective successors and assigns.

46. ORDER OF PRECEDENCE: In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (a) this Attachment A; (b) Contract Cover and Signature page(s); (c) the District's additional terms and conditions, if any; (d) any other attachments listed on the Contract Cover and Signature Page(s); and (e) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the District must be in writing and attached to this Contract or it is rendered null and void.

47. SURVIVAL OF TERMS: Termination or expiration of this Contract shall not extinguish or prejudice the District's right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Confidentiality, Indemnification Relating to Intellectual Property, Warranties, and Contractor's Insurance Responsibility.

48. SEVERABILITY:

- (a) If, for any reason, any part, term, or provision of this Contract is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining

provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

(b) If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

49. ENTIRE AGREEMENT: This Contract constitutes the entire agreement between the Parties and supersedes any and all other prior and contemporaneous agreements and understandings between the Parties, whether oral or written.

50. ERRORS AND OMISSIONS: Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the District of any errors and/or omissions that are discovered.

51. LOBBYING: Contractor certifies, to the best of its knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

52. ECONOMIC BOYCOTT: Contractor shall not engage in economic boycott activities for purposes that are solely related to furthering social, political or ideological interests as set forth in Utah Code §63G-27-201, or successor law ("Economic Boycott"). Further, if after entering into a Contract with the County, Contractor engages in an Economic Boycott, Contractor shall immediately notify the County in writing of such. The Contractor's notice may be grounds for termination of this Contract as the sole discretion of the County.

53. COMPLIANCE WITH UTAH'S GOVERNMENT DATA PRIVACY ACT (Utah Code §63A-19-101 et.

Seq.): "Personal data" under Utah's Government Data Privacy Act (the "Act") is defined as information that is linked or can be reasonably linked to an identified individual or an identifiable individual. Contractor hereby acknowledges and agrees that, if Contractor processes or has access to "personal data" as defined by the Act, Contractor, including Contractor's employees, agents or

subcontractors, shall comply with the requirements of the Act as specified in the Act, §63A-19-401.4.
This clause survives the termination of this Contract.

EXHIBIT B

Scope Of Work Contract

High Valley Transit (HVT)

S.R. 224 BRT

Program Management Services

HNTB

April 2026

High Valley Transit

Brief Description

High Valley Transit District (HVT) has entered into a Public-Private Partnership (P3) Agreement with Summit County and Park City Junction LLC (PCJ) to move HVT's existing Kimball Junction Transit Center (KJTC). The existing site will be demolished and HVT will operate in a temporary facility known as the Skullcandy parking area until the new transit center is opened in 2028.

HVT recently selected HNTB to provide Program Management and Construction Management services for KJTC. The purpose of this scope of work is to provide an outline of tasks that the HNTB team will be responsible for performing in aid of delivering Program Management and Construction Management services.

HNTB contract period is from April 15, 2026 - December 22, 2028, for a total duration of 32 months. However, the scope and fee will be split into two scope periods. Scope and fee for period 2 will be negotiated prior to completion of scope period 1.

- HNTB scope period 1 is from April 15, 2026 – April 15, 2027, 12 months.
- HNTB scope period 2 will be from April 16, 2027 – December 22, 2028, 20 months.

Assumptions

- Services not included in scope period 1 that will be negotiated for scope period 2 are:
 - Project Management services during construction
 - Construction Management services, including materials testing
 - P6 Construction Schedule Review and Meetings
 - Cost Estimating services
 - Materials Testing
- Legal review of CM/GC RFP document will be performed by HVT.
- Example contract for CM/GC RFP Phase 1 pre-construction services will be provided by HVT.
- Example contract for CM/GC RFP Phase 2 construction services will be provided by HVT.
- HVT will be responsible for providing all legal documents including agreements.
- CAD files prepared by HVT's design consultant will be stored on a jointly accessible system determined by HVT.
- All other documents will be accessed via Horrocks SharePoint site.
- HNTB & Facility Development Group (FDG) will not operate in HVT accounting software.
- The Project site to be developed is approximately 2.5-acre site.
- The Transit Center Building will be a two-story building, 10,000 square feet.
- HNTB will have all required rights and permissions on the Horrocks SharePoint for archival as described in task 4.4.
- Pre-construction services do not include review of documents for demolition of the existing Kimball Junction Transit Center or for design of the Temporary Transit Center,

Fee Type

HNTB will provide the services and deliverables cost plus fixed fee.

Work Plan

HNTB is supported by 3 subconsultants on their team. Below is a list of each subconsultants name and area of expertise.

- Facility Development Group - Project controls
- Johnson Construction Services - Utility and third-party utility oversight
- Krebs Corporation - Independent cost estimating (Pre-construction phase only)

1. Project Management

1.1 Subconsultant Management

Develop and execute subconsultant agreements for three HNTB subconsultants. Review and process monthly subconsultant invoices and generate payments to subconsultants.

1.2 Invoices

Prepare and submit monthly invoices for the work.

1.3 Project Review Meetings

Conduct monthly internal project review meetings per HNTB policy to review the status of the project and identify needed action related to scope, schedule, budget, risk, and change management, as necessary.

1.4 FTA Coordination and reporting

Time is allocated for quarterly meeting attendance and federal reporting as needed for transfer of the federal interest. Assume a similar level of effort as 4-square reporting.

1.5 Management Meetings

Time allocated for meetings assumes virtual attendance.

- A. Project Leadership Coordination (core project leadership, major decision coordination)
- B. Targeted Stakeholder Meetings (coordination of technical issues with key stakeholders UDOT, PCJ, and Summit County)
- C. Owner's Meetings
- D. Public Meetings

2. CM/GC Procurement

2.1 Define Project Overview and RFP Requirements

See early work contract.

2.2 Development of the RFP

See early work contract.

2.3 Assistance with the RFP Selection Process

Assist HVT, with reviewing proposals received and selection of best-value preferred CM/GC. This will include participation in the selection process as an observer to offer options and comments as needed.

3. Project Controls

Project Controls and Civil Rights Compliance Scope Assumptions and Exclusions:

- Current proposal is for a 12-month period per client request. Additional services beyond 12 months will be scoped and priced if requested by the client.
- Fee and proposal exclude all civil rights compliance activities except for the support of procurement or contract document preparation for which federal civil rights clauses will apply.
- Fee and proposal exclude all project and contract closeout related activities.
- Fee and proposal exclude all schedule related activities.
- Cash flow projection and EVM calculations to be done on a quarterly basis.
- Bookkeeping and budgeting structure for KJTC project will mimic HVT defined processes from 224 BRT project.
- As all federal and state DBE requirements are currently paused, this scope of work excludes all DBE related activities.
- PCO negotiation process will be owned by HNTB or HVT, not FDG. Hours are included for development of PCO log/review process and monthly participation in PCO process. Attendance at regular issue resolution meeting is not included in this scope. Review, negotiation, estimation, etc. of PCOs resides with client or HNTB.
- Contactor and vendor invoices will be reviewed and prepared for payment by FDG, including account code assignments, recommendation for payment, etc. Actual payment of invoices and entry into HVT accounting software/payment process is responsibility of HVT.
- Invoice review process includes review of designer and prime contactor invoices. Regular review of a significant number of additional invoices may merit a fee increase.
- All monthly FTA, UDOT or other grant reporting processes are excluded from this scope.
- Hours included for support of the issues/PCO and change management processes. Support of new procurements, contract issuance, retention and ownership of formal contract document process is excluded and is responsibility of client or HNTB.
- Document control and file management process support are excluded
- The not to exceed value is based on scoping exercises and includes an estimated 654 hours.
- Per request, proposal assumes an initial service period of 12 months.
- High Valley Transit is monitoring their own labor and staff regarding federal compliance requirements and FDG is not required to monitor/administer compliance for HVT internal activities.
- The project controls fee proposal includes hours for attendance at the weekly owner's/project coordination meeting only. Requested attendance at other regularly scheduled meetings will merit a fee increase.
- Co-location or in office work will not be a requirement of these services.
- Fee and proposal excludes all contingency hours for ad-hoc requests. Any ad-hoc service requests will be documented and may lead to additional fee request(s).

3.1 Budget and Accounting Set-up

Develop and provide HVT with the project budget and accounting structure to input into their accounting software. Initial budget review and account discovery meetings.

3.2 Budget Management

Review invoices and manage the project budgets for all parties HVT holds contracts, track expenditures, adjust budgets to avoid cost overruns, and provide budget updates to HVT.

Support HVT with tracking of revenue sources and status of revenues received. Assist in preparation of account receivable invoiced to stakeholder to ensure funding contributions are received in a timely and accurate manner.

3.3 Scope and Change Management

Monitor scope versus budget spent and monitor and manage request for scope changes by assessing impacts to the project budget and making recommendations. Develop potential change order (PCO)/issues log and discussion.

Develop a change order process including impact to project schedule and budget. Provide input on change orders received by HVT. Document and pay change orders.

3.4 Earned Value Process and Reporting

Develop a baseline project expenditure plan per month for the program manager, designer, and contractor. Utilize the project schedule to aid in forecasting cost. Update and track actual project expenses against the baseline budget. Prepare and provide earned value calculations quarterly.

3.5 Invoice Review and Processing

Develop invoice review process and forms as needed. Review and process monthly invoices and support of contract and project close out activities.

3.6 Civil Rights Compliance and Monitoring

Support of procurement process as it relates to federal clauses regarding civil rights.

3.7 Admin, Meeting, Support of Other Tasks, Contingency

Project and contract administration and invoicing. Attendance at weekly project coordination meetings.

4. Quality Assurance (QA)

Write a Quality Management Plan (QMP) and Document Control Manual.

4.1 Program Quality Management Plan

Write a QMP for HVT that defines how HNTB will manage quality. The plan will include the 15 elements of Quality including:

1. Project Description
2. Management responsibility
3. Documented quality management system
4. Design control
5. Document control
6. Purchasing
7. Product identification and traceability
8. Process control

9. Inspection and testing
10. Inspection, measuring and test equipment
11. Inspection and test status
12. Nonconformance
13. Corrective action and continual improvement
14. Quality records
15. Quality audits
16. Training
17. Revision History

The Program Quality Manager (PQM) independently monitors, evaluates, and verifies the Program Management team for compliance with the Project Management Plan, including the QMP.

Conduct semi-annual audits to verify Program Management team conformance to the QMP, and Program Management Contract requirements. Update QMP to ensure procedures are effective, promoting continuous improvement.

4.2 Document Control Manual

Write a document control manual that will define document storage, version control, access control, document retention, and document distribution to be utilized by HVT, the design team, and contractor. There are 8 main elements to this manual:

1. Purpose
2. Scope
3. Responsibilities
4. Project document storage
 - a. Technical Documents
 - b. Transfer of Technical Documents (Deliverables)
 - c. Quality Management Documents
5. Document Control Procedures
 - a. Software
 - b. Bluebeam
6. File Access and Distribution
7. Document Backup and Retention

Deliverable will not exceed 8 pages.

4.3 Quality Management Training

Train project team on the document control and Quality Management procedures for the project.

4.4 Document Control

Develop closeout procedure to ensure all final documents are archived for HVT reference via HNTB shared access site upon project completion.

HNTB will administer and manage Bluebeam sessions the program manager will be commenting on, including invites and perform migration for archiving and audit purposes. Bluebeam licenses are not provided by HNTB.

4.5 Design Quality Oversight

Conduct a review of the Designer's Design Quality Management Plan to ensure compliance with HVT and FTA standards, guidelines, and requirements.

The Program Quality Manager (PQM) independently monitors, evaluates, and verifies designer Design Quality performance, products, execution, results, and documentation of the designer Project Design Quality Management Plans (DQMP) implementation.

Conduct audits for compliance with the DQMP for four milestone packages.

Monitor and evaluate Design process control. If discrepancies and/or nonconformances are identified, monitor, and evaluate designers proposed preventive actions to prevent recurrence as well as corrective actions. If designer does not take effective action, follow up to confirm effective preventive and corrective actions are implemented promoting continuous improvement and documenting verification and quality assurance efforts.

5. Risk Management

5.1 Risk Meetings

Host 3 risk meetings as noted below:

1. HNTB, HVT, designer, and contractor (if under contract) at schematic design (SD) plan submittal after comment review period
2. HNTB, HVT, designer, and contractor at design development (DD) plan submittal after comment review period
3. HNTB, HVT, designer, and contractor at final plan submittal after comment review period

Tasks will include meeting preparation time, notes, and actions items after the meetings.

5.2 Risk Register Updates

Update the project risk spreadsheet as discussed in management meetings.

6. Pre-Construction Services

6.1 Design Reviews

Design reviews are based on a 2.5 acre site with a 10,000 square foot, 2 story building constructed with a pedestrian sky walk to the second level of the building and an at grade pedestrian crossing at ground level.

Discipline areas of expertise scoped for this project include civil lead, architect, MEP, fire protection, structural, electrical communications, landscape/urban design, transit lead, traffic, drainage, grading, utilities, and independent cost estimating. Geotechnical reviews will be added if needed at the request of HVT.

Provide discipline specific oversight on design review milestone packages. It is assumed a not to exceed four milestone submissions including concept, schematic design development, and final design. Construction management personnel will be included for constructability reviews of

design milestone submittals. Includes participation in Comment Resolution Meetings for each design milestone.

6.2 Design Meetings

- A. Internal HNTB Coordination
- B. Technical Working Group
- C. Project Task Force Meetings
- D. Developer/P3 Coordination Meetings
- E. Comment Resolution
- F. 60% VE meeting

6.3 Utility Coordination

Work with designers to avoid or minimize utility impacts. Participate in third-party utility coordination meetings, review and provide comments on the utility plans, anticipate schedule for utility relocations, review designer written utility agreements, coordinate new utility service installation, and lead resolution of escalated issues with utility companies.

Utility scope during construction is not included at this time and will be negotiated with construction management.

6.4 Cost Estimating

Lead independent cost estimating including cost reconciliation with the contractor. HNTB will provide quantity take-offs, quantity reconciliation with the contractor, and cost estimating for three design submittal; schematic design (SD), design development (DD), and final design plans. Participate in one value engineering workshop occurring at 60% milestones. Cost estimating is not included for work to build the temporary transit facility and services needed during Phase II construction.

7. Construction Management

To be negotiated at a later date, prior to the start of construction and completion of scope period 1.

EXHIBIT C

HNTB 910 West Legacy Center Way Midvale, UT 84047			
COST PROPOSAL FOR High Valley Transit (HVT) Program Management - KJTC Project # 94167 13-Apr-26			
DIRECT LABOR EXPENSES			
Task Description	ESTIMATED HOURS	AVG. PAY RATE \$/HOUR	Cost
Kristi Shinall - Project Manager	498	\$103.50	\$51,543.40
Heather Bening - Deputy PM / Design Manager	368	\$93.77	\$34,506.04
TBD - Project Reviewer	12	\$108.41	\$1,300.92
Greg Thorpe - Sr. PM	24	\$117.81	\$2,827.47
Alex Kinghorn - Project Accountant	66	\$42.60	\$2,811.49
Carrie Champion - Admin	6	\$49.34	\$296.03
Elias Bangerter - Doc Control	154	\$38.27	\$5,893.89
Ryan Rankin - Quality	154	\$91.10	\$14,030.02
Scott Lowe - Architect	212	\$88.69	\$18,802.53
Steven Ng - Mech Plumbing Eng	120	\$108.74	\$13,049.09
Senior Engineer - Mech Plumbing Eng	80	\$88.40	\$7,072.00
Engineer II/III - Mech Plumbing Eng	80	\$88.40	\$7,072.00
Jesse Harder - Fire Protection Eng	180	\$126.05	\$22,688.64
Brian Byrne - Structural	192	\$108.83	\$20,894.52
Victor Corazza - Electrical/Comm	432	\$134.70	\$58,190.75
Flopator Heness - Electrical/Comm-Lighting	128	\$56.41	\$7,220.43
Ron Kramer - Electrical/Comm-Pwr	166	\$59.49	\$9,875.01
Minako McWreath - Landscape	212	\$78.46	\$16,633.01
Pete Costa - Transit Lead	102	\$142.85	\$14,571.15
Chris Haskell - Traffic	218	\$62.98	\$13,730.16
Russell Smith - Drainage	298	\$93.02	\$27,719.24
Rob Orban - Grading	272	\$70.14	\$19,077.43
Todd Hopkins - Risk	36	\$101.50	\$3,654.14
Von Larson - RE	34	\$89.02	\$3,026.82
Sachith Munasinghe - FE	16	\$55.24	\$883.92
TOTAL	4,060		\$377,370.07
	OVERHEAD	139.00%	\$524,544.40
	SUBTOTAL		\$901,914.48
	FIXED FEE	11.00%	\$99,210.59
	FCCM	0.76%	\$2,868.01
TOTAL DIRECT LABOR EXPENSES			\$1,003,993.08
DIRECT EXPENSES			
Direct Expenses			\$14,610.50
TOTAL DIRECT EXPENSES			\$14,610.50
SUBCONSULTANT(S) EXPENSE			
Facility Development Group	654		\$135,646.00
Krebs Corporation	1,028		\$227,167.58
Johnson Construction Services, LLC	212		\$28,620.00
TOTAL	1,894		\$391,433.58
	SUB MARK-UP	4%	\$15,657.34
TOTAL SUBCONSULTANT			\$407,090.92
TOTAL COSTS			\$1,425,694.50

Hours Derivation & Labor Costs

Task	Hours	Raw Labor Cost	Overhead Cost	Cost Per Task	Project Management										Technical Discipline Review														Construction Management	
					Project Manager	Deputy PM / Design Manager	Project Reviewer	Sr. PM	Project Accountant	Admin	Doc Control	Quality	Risk	Architect	Mech Plumbing Eng	Mech Plumbing Eng	Mech Plumbing Eng	Fire Protection Eng	Structural	Electrical/Comm	Electrical/Comm-Lighting	Electrical/Comm-Pwr	Landscape	Transit Lead	Traffic	Drainage	Grading	RE	FE	
					Kristi Shinall	Heather Bening	TBD	Greg Thorpe	Alex Kinghorn	Carrie Champion	Elias Bangerter	Ryan Rankin	Todd Hopkins	Scott Lowe	Steven Ng	Senior Engineer	Engineer III/II	Jesse Harder	Brian Byrne	Victor Corazza	Flopatir Hones	Ron Kramer	Minako McWreath	Pete Costa	Chris Haskell	Russell Smith	Rob Orban	Von Larson	Sachith Munasinghe	
1 Project Management	316	\$ 26,778.50	\$ 44,465.70	\$ 71,244.21																										
1.1 Subconsultant Management	36	\$ 2,194.48	\$ 3,643.94	\$ 5,838.42																										
1.2 Invoices	54	\$ 3,761.97	\$ 6,246.75	\$ 10,008.72																										
1.3 Project Review Meetings	78	\$ 6,156.13	\$ 10,222.26	\$ 16,378.40																										
1.4 FTA Coordination & Reporting	30	\$ 3,027.15	\$ 5,026.58	\$ 8,053.73																										
1.5 Management Meetings	118	\$ 11,638.76	\$ 19,326.17	\$ 30,964.93																										
2 CM/IGC Procurement	48	\$ 5,311.49	\$ 8,819.73	\$ 14,131.21																										
2.1 Define Project Overview and RFP Requirements	0	\$ -	\$ -	\$ -																										
2.2 Development of the RFP	0	\$ -	\$ -	\$ -																										
2.3 Assistance with RFP Selection	48	\$ 5,311.49	\$ 8,819.73	\$ 14,131.21				24																						
3 Project Controls	96	\$ 9,546.70	\$ 15,852.30	\$ 25,399.00																										
3.1 Budget & Accounting Set-Up	0	\$ -	\$ -	\$ -																										
3.2 Budget Management	24	\$ 2,484.02	\$ 4,124.71	\$ 6,608.73																										
3.3 Scope & Change Management	60	\$ 5,820.67	\$ 9,665.23	\$ 15,485.90																										
3.4 Earned Value Process & Reporting	0	\$ -	\$ -	\$ -																										
3.5 Invoice Review & Processing	12	\$ 1,242.01	\$ 2,062.36	\$ 3,304.37																										
3.6 Civil Rights Compliance & Monitoring	0	\$ -	\$ -	\$ -																										
3.7 Admin Meeting, Support of Other Tasks	0	\$ -	\$ -	\$ -																										
4 Quality Assurance (QA)	256	\$ 17,942.33	\$ 29,793.24	\$ 47,735.57																										
4.1 Program Quality Management Plan	48	\$ 4,472.17	\$ 7,426.03	\$ 11,898.20																										
4.2 Document Control Manual	12	\$ 685.95	\$ 1,138.52	\$ 1,824.47																										
4.3 Quality Management Training	40	\$ 3,644.16	\$ 6,051.13	\$ 9,695.29																										
4.4 Document Control	96	\$ 3,674.11	\$ 6,100.86	\$ 9,774.97																										
4.5 Design Quality Oversight	60	\$ 5,486.24	\$ 9,076.69	\$ 14,562.93																										
5 Risk Management	246	\$ 24,526.20	\$ 40,725.75	\$ 65,251.94																										
5.1 Risk Meetings	228	\$ 22,733.57	\$ 37,749.09	\$ 60,482.66																										
5.2 Risk Register Updates	18	\$ 1,792.63	\$ 2,976.66	\$ 4,769.28																										
6 Pre-Construction Services	3,098	\$ 293,264.86	\$ 486,966.30	\$ 780,231.15																										
6.1 Design Reviews	1,694	\$ 157,126.03	\$ 260,907.77	\$ 418,033.80																										
6.2 Design Meetings	1,272	\$ 122,943.97	\$ 204,148.47	\$ 327,092.44																										
6.3 Utility Coordination	24	\$ 2,367.21	\$ 3,930.75	\$ 6,297.95																										
6.4 Cost Estimating	108	\$ 10,627.65	\$ 17,979.31	\$ 28,606.96																										
SUMMARY OF HOURS	4,060	\$377,370.97	\$626,623.01	\$1,003,993.08	498	368	12	24	66	6	154	154	36	212	120	80	80	180	192	432	128	166	212	102	218	298	272	34	16	
HNTB LABOR EXPENSES				\$1,003,993.08	\$ 137,131.21	\$ 91,803.31	\$ 3,461.08	\$ 7,522.48	\$ 7,479.98	\$ 787.58	\$ 15,680.69	\$ 37,326.86	\$ 9,721.85	\$ 50,024.14	\$ 34,717.10	\$ 18,815.06	\$ 18,815.06	\$ 60,363.13	\$ 55,989.86	\$ 154,816.48	\$ 19,209.95	\$ 26,272.46	\$ 44,252.13	\$ 38,766.54	\$ 38,529.10	\$ 73,747.05	\$ 60,755.50	\$ 8,052.84	\$ 2,351.66	

CONSULTANT COST PROPOSAL FOR
Project # 94167
HNTB Direct Expense Summary

Developed by:
 Checked by:

K. Shinall
H. Bening

Item	Unit Cost	Units	Quantity	Cost
Vehicles/Mileage				
Mileage	\$ 0.725	Miles	3,380	\$ 2,450.50
Travel				
Airfare	\$ 750.00	Per Ticket	8	\$ 6,000.00
Car Rental	\$ 30.00	Per Day	24	\$ 720.00
Hotel	\$ 250.00	Per Night	16	\$ 4,000.00
Food & Misc	\$ 60.00	Per Day	24	\$ 1,440.00
Reports, Plots & Repro-Graphics				
Reports	\$ 20.00	each	0	\$ -
8.5x11 B/W Copies	\$ 0.061	each	0	\$ -
8.5x11 Color Copies	\$ 0.198	each	0	\$ -
11x17 B/W Copies	\$ 0.119	each	0	\$ -
11x17 color copies	\$ 0.39	each	0	\$ -
Survey/ROW/SUE/Utility Coordination	\$ 20.00	each	0	\$ -
Total Direct Expenses				\$14,610.50