



Utah Transit Authority

Board of Trustees

REGULAR MEETING AGENDA

669 West 200 South
Salt Lake City, UT 84101

Wednesday, May 8, 2024

9:00 AM

FrontLines Headquarters

The UTA Board of Trustees will meet in person at UTA FrontLines Headquarters (FLHQ) 669 W. 200 S., Salt Lake City, Utah.

For remote viewing, public comment, and special accommodations instructions, please see the meeting information following this agenda.

1. **Call to Order and Opening Remarks** Chair Carlton Christensen
2. **Pledge of Allegiance** Chair Carlton Christensen
3. **Safety First Minute** Jeff Acerson
4. **Public Comment** Chair Carlton Christensen
5. **Consent** Chair Carlton Christensen
 - a. Approval of April 17, 2024 Board Meeting Minutes
 - b. Quarterly Disbursement Report - 2024 Vehicle Parts Inventory Spend - Q1 2024
 - c. Quarterly Disbursement Report - Non-Inventory Vendors - Q1 2024
6. **Reports**
 - a. Executive Director Report Jay Fox
 - International Bus Roadeo
 - Commendation - Steven Crowley
 - Commendation - Gerald Crawford, Debra Shannon, and James Sidwell
 - Supplemental Service Update
 - b. Financial Report - March 2024 Viola Miller
Brad Armstrong
Gregory Andrews
 - c. UTA Strategic Plan Performance Report Heather Barnum
Tigran Melikyan
 - d. 2023 Annual Transit-Oriented Communities Report and Real Estate Inventory Paul Drake
Spencer Burgoyne

7. Resolutions

- | | | |
|----|---|-------------------------------------|
| a. | R2024-05-01 - Resolution Approving Light Rail Station Name for TRAX South Jordan Downtown 11000 South Station | Heather Barnum |
| b. | R2024-05-02 - Resolution Appointing Robert Lamph as Officer and Comptroller of the Authority | Carlton Christensen
Viola Miller |

8. Oath of Office

- | | | |
|----|---|------------------|
| a. | Oath of Office: Officer and Comptroller - Rob Lamph | Cathie Griffiths |
|----|---|------------------|

9. Contracts, Disbursements and Grants

- | | | |
|----|--|-------------------------------|
| a. | Contract: Task Ordering Agreement for Recruiting Services Pool (Tryfacta, Inc.) | Greg Gerber |
| b. | Contract: Task Ordering Agreement for Recruiting Services Pool (Millennium Solutions Group LLC) | Greg Gerber |
| c. | Contract: Task Ordering Agreement for Recruiting Services Pool (Enterprise Solutions Inc) | Greg Gerber |
| d. | Contract: Task Ordering Agreement for Recruiting Services Pool (22nd Century Technologies, Inc) | Greg Gerber |
| e. | Contract: Task Ordering Agreement for Recruiting Services Pool (Compunnel Software Group, Inc.) | Greg Gerber |
| f. | Contract: Vendor Managed Hose and Fittings Supply (LLG Industrials, Inc.) | Todd Mills |
| g. | Contract: Paint System and Supplies Vendor Pool (Superior Paint Supply) | Todd Mills |
| h. | Contract: Paint System and Supplies Vendor Pool (Industrial Finishes & Systems, Inc.) | Todd Mills |
| i. | Contract: Task Ordering Agreement for Facility Remodel and Reconfiguration Professional Services (Paulsen Construction, LLC) | Sean Murphy
Clint Campbell |
| j. | Contract: Federal Grant Compliance Management Services (Bailey White Solutions, LLC) | Viola Miller
Tracy Young |
| k. | Contract: Cooperative Agreement for South Jordan Downtown 110000th South TRAX Platform (UDOT and South Jordan City) | David Osborn |

10. Budget and Other Approvals

- a. TBA2024-05-01 - Technical Budget Adjustment - Operations Supervisor Positions and Hill Air Force Base Air Show Complimentary Service
- Viola Miller
Brad Armstrong

11. Service and Fare Approvals

- a. Complimentary Service Request: Additional Service for 2024 Utah Air Show at Hill Air Force Base
- Nichol Bourdeaux
Camille Glenn
- b. Fare Agreement: Special Events Agreement (Utah Arts Festival)
- Jordan Eves

12. Discussion Items

- a. 2023 Annual Sustainability Report
- Sarah Ross
- b. 2023 UTA Public Image Survey Report
- Heather Barnum

13. Other Business

Chair Carlton Christensen

- a. Next Meeting: Wednesday, May 22nd, 2024 at 9:00 a.m.

14. Adjourn

Chair Carlton Christensen

Meeting Information:

- Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting adacompliance@rideuta.com or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.
- Meeting proceedings may be viewed remotely by following the meeting portal link on the UTA Public Meeting Portal - <https://rideuta.legistar.com/Calendar.aspx>
- In the event of technical difficulties with the remote connection or live-stream, the meeting will proceed in person and in compliance with the Open and Public Meetings Act.
- Public Comment may be given live during the meeting by attending in person at the meeting location OR by joining the remote Zoom meeting below.
 - o Use this link- https://rideuta.zoom.us/webinar/register/WN_XrzLmgf8SES5aEF_9E59NA and follow the instructions to register for the meeting (you will need to provide your name and email address).
 - o Sign on to the Zoom meeting through the URL provided after registering
 - o Sign on 5 minutes prior to the meeting start time.
 - o Use the "raise hand" function in Zoom to indicate you would like to make a comment.
 - o Comments are limited to 3 minutes per commenter.
- Public Comment may also be given through alternate means. See instructions below.
 - o Comment online at <https://www.rideuta.com/Board-of-Trustees>
 - o Comment via email at boardoftrustees@rideuta.com
 - o Comment by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – specify that your comment is for the board meeting.
 - o Comments submitted before 2:00 p.m. on Tuesday, May 7th will be distributed to board members prior to the meeting.

- Meetings are audio and video recorded and live-streamed
- Members of the Board of Trustees and meeting presenters will participate in person, however trustees may join electronically as needed with 24 hours advance notice.
- Motions, including final actions, may be taken in relation to any topic listed on the agenda.



U T A

Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/8/2024

TO: Board of Trustees
THROUGH: Jana Ostler, Board Manager
FROM: Jana Ostler, Board Manager

TITLE:

Approval of April 17, 2024 Board Meeting Minutes

AGENDA ITEM TYPE:

Minutes

RECOMMENDATION:

Approve the minutes of the April 17, 2024, Board of Trustees meeting

BACKGROUND:

A meeting of the UTA Board of Trustees was held in person at UTA Frontlines Headquarters and broadcast live via the UTA Board Meetings page on Wednesday April 17, 2024 at 9:00 a.m. Minutes from the meeting document the actions of the Board and summarize the discussion that took place in the meeting. A full audio recording of the meeting is available on the [Utah Public Notice Website](https://www.utah.gov/pmn/sitemap/notice/906293.html) <<https://www.utah.gov/pmn/sitemap/notice/906293.html>> and video feed is available through the [UTA Board Meetings page](https://rideuta.com/Board-of-Trustees/Meetings) <<https://rideuta.com/Board-of-Trustees/Meetings>>.

ATTACHMENTS:

1. 2024-04-17_BOT_Minutes_unapproved



Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Wednesday, April 17, 2024

9:00 AM

FrontLines Headquarters

Present: Chair Carlton Christensen
Trustee Beth Holbrook
Trustee Jeff Acerson

Also attending were UTA staff and interested community members.

1. Call to Order and Opening Remarks

Chair Carlton Christensen welcomed attendees and called the meeting to order at 9:01 a.m.

2. Pledge of Allegiance

Attendees recited the Pledge of Allegiance.

3. Safety First Minute

Chair Christensen delivered a brief safety message.

4. Public Comment

In Person/Virtual Comment

No in person or virtual comment was given.

Online Comment

No online comment was received.

5. Consent

a. Approval of March 27, 2024 Board Meeting Minutes

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, to approve the consent agenda. The motion carried by a unanimous vote.

6. Reports**a. Executive Director Report**

- **IOC Visit**
- **Transit Fresh Look**
- **New TRAX Station Name Discussion**

International Olympic Committee (IOC) Visit

Jay Fox, UTA Executive Director, reported on a recent visit from the IOC Future Host Commission in advance of the Winter Olympics host city selection announcement later this summer. According to Fox, the commission made positive observations as they toured Salt Lake City on a specially wrapped TRAX train.

Transit Fresh Look

Fox mentioned the beginning of a “fresh look” at transit effort in southwest Salt Lake and northwest Utah counties. The fresh look initiative is a collaborative effort to reevaluate the long-term vision for transportation in these high-growth areas.

New TRAX Station Name Discussion

Fox was joined by Heather Barnum, UTA Chief Communications Officer.

Barnum proposed “South Jordan Downtown 11000 South” as the official name of the new TRAX station being constructed near the future minor league baseball park in South Jordan, and indicated the city is supportive of the name selection.

Chair Christensen requested the name be approved by resolution at the next UTA board meeting.

b. Financial Report - February 2024

Viola Miller, UTA Chief Financial Officer, was joined by Brad Armstrong, UTA Director of Budget & Financial Strategy; Daniel Hofer, UTA Director of Capital Assets & Project Controls; and Gregory Andrews, UTA Senior Financial Analyst.

Staff reviewed the following:

- Financial dashboard
- Sales tax revenue
- Sales tax collections by county
- Sales tax history
- Sales tax growth and passenger revenues
- Full-time equivalent (FTE) staffing
- Operating financial results
- Capital spending

Discussion ensued. Questions on sales tax growth averages, fuel costs, and impacts of capital carryforward funds on budgeted thresholds were posed by the board and answered by staff.

c. Capital Program Report - First Quarter 2024

David Hancock, UTA Chief Capital Services Officer, was joined by Patti Garver, UTA Manager of Environmental Compliance & Sustainability; Alex Beim, UTA Manager of Long-Range Strategic Planning; and Daniel Hofer.

Staff reviewed the capital program through March 27, 2024, the year-to-date spend on the agency's "top 10" projects, and assets acquired and improvements made through the capital program. They outlined second quarter budget milestones and project activities and provided an update on the TechLink Corridor project.

Discussion ensued. General questions on vehicle delivery timelines, paratransit vehicle manufacturers, and Midvalley Express (MVX) Bus Rapid Transit construction were posed by the board and answered by staff.

With respect to the Techlink Corridor project, discussion centered on including descriptions of proposed alternatives for the Techlink Study on the UTA website, sufficiency of \$2 million in Congestion Mitigation & Air Quality (CMAQ) funds for Techlink environmental work, and anticipated Techlink project completion dates.

The board recommended including anticipated timelines for spending in future capital program reports.

d. Discretionary Grants Report

Tracy Young, UTA Grants Director, was joined by Gregg Larsen, UTA Manager of Grant Services.

Young reviewed grant applications that were submitted but not selected, applications that were submitted and are awaiting selection, and applications that were selected as of February 2024. Selected grants and appropriations include:

- Federal Transit Administration (FTA) Transit-Oriented Development (TOD) Planning - FrontRunner Corridor TOD Market, Housing, and Economic Impact Analysis: \$360,000
- Congestion Mitigation and Air Quality (CMAQ) - Ogden On-Route Charging Infrastructure: \$1.4 million
- CMAQ - Salt Lake City On-Route Charging Infrastructure: \$1.3 million
- Carbon Reduction Program (CRP) - Salt Lake City On-Route Charging Infrastructure: \$1.5 million
- CMAQ - Midvalley Connector Electric Buses: \$2 million
- Community Project Funding (CPF) - Fiscal Year 23 West Side Express Transit:

\$3.5 million

- FTA Small Starts - Midvalley Connector (presidential budget recommendation):
\$62.8 million
- FTA Low and No Emission Vehicles - 25 compressed natural gas (CNG) buses:
\$17.1 million

Discussion ensued. A question on federal funding opportunities was posed by the board and answered by staff.

7. Discussion Items

a. **2024 - 2025 Benefit Plan Year Renewals Overview**

Ann Green-Barton, UTA Director of Total Rewards, highlighted UTA's benefits program, including adjustments made between the 2023-2024 and the 2024-2025 plan years.

8. Resolutions

a. **R2024-04-01 - Resolution Authorizing Continuation of Specific Employee Paid Benefit Programs for the benefit year beginning May 1, 2024 ending April 30, 2025**

Ann Green-Barton summarized the resolution, which authorizes the continuation of employee-paid benefits brokered through GBS Benefits for the 2024-2025 plan year.

Discussion ensued. A question on any UTA liability associated with these benefits was posed by the board and answered by Green-Barton.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this resolution be approved. The motion carried by the following vote:

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

b. **R2024-04-02 - Resolution Setting Compensation for District Officers and Employees**

Kim Shanklin, UTA Chief People Officer, outlined the resolution, which sets compensation for district officers and administrative employees for 2024 and authorizes parameters that allow management to place jobs within the compensation structure. This is an update to the resolution that was passed by the board at its March 13, 2024, meeting. Shanklin called attention to three positions to be slotted into the compensation structure: Drug & Alcohol Program Manager, Sr. Benefits Specialist, and Manager of Operations Planning.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that this resolution be approved. The motion carried by the following vote:

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

c. **R2024-04-03 - Resolution Authorizing the Issuance and Sale of the Authority's Sales Tax Revenue Refunding Bonds; and Related Matters**

Rob Lamph, UTA Assistant Treasurer, was joined by Randall Larsen, UTA bond counsel with Gilmore Bell, and Brian Baker, with Zions Public Finance.

Lamph summarized the resolution, which authorizes staff to post a notice of bonds to be issued. Approval of this resolution is the first in a series of steps required to initiate refinancing of the agency's 2009 and 2010 Build America Bonds (BABs). The agency is contemplating refinancing the BABs to capitalize on current market conditions to 1) reduce risk of future federal subsidy reductions and 2) potentially refinance new bonds at a lower rate to achieve additional savings. The transaction would yield approximately \$24.4 million in debt service savings over 19 years.

Discussion ensued. Questions on an additional bond issuance and next steps in the transaction process were posed by the board and answered by Lamph, Larsen, and Baker.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this resolution be approved. The motion carried by the following vote:

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

d. **R2024-04-04 - Resolution Authorizing the Financing of Transit Vehicles through a Master Equipment Lease-Purchase Agreements, and Related Matters**

Rob Lamph was joined by Kyle Stockley, UTA Manager of Capital Vehicles, and Randall Larsen.

Lamph outlined the resolution, which authorizes a five-year master equipment lease-purchase agreement with JP Morgan Chase for the acquisition of non-revenue vehicles and heavy rail cars as prescribed in the UTA 5-year Capital Plan. The agreement has a not-to-exceed value of \$4,406,416 for 2024 and a not-to-exceed value of \$23,966,921 for the term of the contract. It was noted that staff will return to the board on an annual basis for approval of future lease fund tranches.

Discussion ensued. A question on the inclusion of heavy rail cars in the agreement was posed by the board and answered by staff.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that this resolution be approved. The motion carried by the following vote:

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

9. Contracts, Disbursements and Grants**a. Contract: On-Call Transit Infrastructure Design, Construction, Maintenance and Repair Master Task Ordering Agreement (Stacy and Witbeck, Inc.)**

Jared Scarbrough, UTA Director of Capital Design & Construction, was joined by Jacob Wouden, UTA Rail Infrastructure Project Manager.

Scarbrough requested the board approve a not-to-exceed \$45,000,000 task order agreement with Stacy and Witbeck, Inc. for on-call transit infrastructure design, construction, maintenance, and repair services. The contract has a three-year base term with two one-year options.

Discussion ensued. A question on the procurement applicant pool was posed by the board and answered by staff.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this contract be approved. The motion carried by a unanimous vote.

b. Contract: Avenues Bus Stop Improvements (Landmark Companies, Inc.)

Jared Scarbrough requested the board approve a not-to-exceed \$356,606.05 contract with Landmark Companies, Inc. for bus stop improvements in the Avenues neighborhood in Salt Lake City.

Discussion ensued. A question on the phase 2 implementation was posed by the board and answered by Scarbrough.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that this contract be approved. The motion carried by a unanimous vote.

c. Contract: Siemens S70 Center Truck Frame Purchase (Siemens Mobility, Inc.)

Kyle Stockley requested the board approve a \$2,151,049 contract with Siemens Mobility, Inc. for four Siemens S70 center truck frames.

Discussion ensued. Questions on the age of the S70s and truck frame fabrication were posed by the board and answered by Stockley.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this contract be approved. The motion carried by a unanimous vote.

d. Contract: Police Vehicle Purchase (Young Chevrolet, Inc.)

Jason Petersen, UTA Police Captain, requested the board approve a \$273,912 contract with Young Chevrolet for the purchase of six police trucks.

Discussion ensued. Questions on the police vehicle fleet age mix and decision to purchase trucks instead of sports utility vehicles (SUVs) were posed by the board and

answered by Petersen.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that this contract be approved. The motion carried by a unanimous vote.

e. **Contract: Samsara Camera System Hardware for Bus Build (Tivitri Inc)**

Cody Steffensen, UTA Video Security Supervisor, requested the board approve a \$260,760.05 contract with Tivitri Inc for camera system hardware on 70 new paratransit/flex buses.

Discussion ensued. Questions on the functionality of the new camera system and potential for more additions were posed by the board and answered by Steffensen.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this contract be approved. The motion carried by a unanimous vote.

f. **Contract: Waste Management, Collection, and Disposal Services (Republic Services of Utah)**

Kevin Anderson, UTA Director of Maintenance Support, was joined by Guy Miner, UTA Facilities Maintenance Manager, and Clay Mecham, UTA Facilities Maintenance Supervisor.

Anderson requested the board approve a five-year, not-to-exceed \$960,000 contract with Republic Services of Utah for waste management and recycling services for the agency.

Discussion ensued. Questions on the competitiveness of the bid and recycling options available at UTA facilities were posed by the board and answered by staff.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that this contract be approved. The motion carried by a unanimous vote.

g. **Change Order: Rewards and Recognition Program Modification No.5 - Contract Extension (Motivosity, Inc.)**

This item was deferred to later in the meeting.

h. **Change Order: On Demand Technologies Master Service Agreement Cost Estimate Increase Request AND Approval of Service Order No. 5, Amendment No. 1 - Fuel Service for South Davis County and South Salt Lake County Zones (River North Transit, LLC / Via)**

Nichol Bourdeaux, UTA Chief Planning & Engagement Officer, was joined by Hal Johnson, UTA Director of Innovative Mobility Solutions, and Shaina Quinn, UTA Program Manager - Innovative Mobility Solutions.

Staff requested the board approve a \$936,000 change order to the contract with River North Transit, LLC / Via for On Demand fuel costs.

Staff also requested an increase in the estimated contract total for service in the south Davis and south Salt Lake County zones.

Discussion ensued. A question on cost control measures on fuel cards was posed by the board and answered by staff.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, to approve 1) the cost estimate to increase the On Demand Technologies Master Service Agreement with River North Transit, LLC / Via, and 2) Service Order No. 5, Amendment No. 1 for fuel service for the south Davis County and south Salt Lake County zones. The motion carried by a unanimous vote.

i. **Change Order: On Demand Technologies Master Service Agreement Service Order No. 1, Amendment No. 4 - SLC Westside Contract Extension (River North Transit, LLC / Via)**

Nichol Bourdeaux was joined by Hal Johnson and Shaina Quinn.

Staff requested the board approve a \$7,290,360 change order to the contract with River North Transit, LLC / Via for renewal of On Demand service in the Salt Lake City west side zone.

Discussion ensued. Staff clarified Salt Lake City will be paying for the additional service.

(Note: The total contract value with River North Transit, LLC / Via, including both change orders discussed in this meeting, is \$52,516,459.)

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that this change order be approved. The motion carried by a unanimous vote.

j. **Change Order: Cooperative Agreement for Installation, Maintenance, and Operation of a Connected Vehicle System for Bus Operations - Second Order (UDOT)**

Nichol Bourdeaux was joined by Hal Johnson and Shaina Quinn.

Staff requested the board approve a \$811,326 change order to the contract with the Utah Department of Transportation (UDOT) for transit signal priority (TSP) on-board units on buses. The total contract value, including the change order, is \$921,100.

Discussion ensued. Questions on the corridors designated and timelines for installation were posed by the board and answered by staff.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this change order be approved. The motion carried by a unanimous vote.

Chair Christensen called for a recess at 10:39 a.m.

The meeting reconvened at 10:51 a.m.

g. Change Order: Rewards and Recognition Program Modification No.5 - Contract Extension (Motivosity, Inc.)

Kim Shanklin requested the board approve a \$64,234.73 change order to the contract with Motivosity, Inc. to continue the agency's recognition and engagement program through the end of 2024. The total not-to-exceed contract value, including the change order, is \$499,571.43. Shanklin clarified the budget for the software resides in IT.

Discussion ensued. Shanklin noted the budget for the employee rewards portion of the program is separate from the contract with Motivosity.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this change order be approved. The motion carried by a unanimous vote.

k. Pre-Procurements

- **Vendor Managed Inventory**
- **Outside Legal Services Pool**
- **Supplemental Services**
- **3300 South Bus Stops Project**
- **UTA Website Maintenance and Services**
- **Automated Passenger Counter Replacement**
- **Grant Compliance Consulting Services**
- **Recruiting Services Pool**

Todd Mills, UTA Director of Supply Chain, was joined by David Wilkins, Assistant Attorney General; Hal Johnson; Heather Barnum; Justin Palmer, UTA IT Project Manager; Tracy Young; Viola Miller; and Greg Gerber, UTA Director of Talent Acquisition.

Mills indicated the agency intends to procure the goods and/or services outlined on the meeting agenda.

Discussion ensued on the following topics:

- UTA's vendor managed inventory agreements
- Persons responsible for selecting outside legal counsel
- Need for a legal services pool
- Branding for supplemental services
- Status of the library stop along the 3300 South corridor
- UTA website hosting location
- Automated passenger counter replacement standardization
- Objectives for grant compliance consulting services
- Need for a recruiting services pool

10. Service and Fare Approvals**a. Fare Agreement: Special Events Agreement for Salt Lake Twilight and Kilby Court Concert Series (Salt Lake City Corporation)**

Jordan Eves, UTA Manager of Fare Strategy, was joined by Kensey Kunkel, UTA Special Project Manager - Fares.

Eves requested the board approve a \$34,875 special events agreement with Salt Lake City Corporation for ticket-as-fare to the Salt Lake Twilight Series and Kilby Court Concert Series.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that this special events agreement be approved. The motion carried by a unanimous vote.

b. Fare Agreement: Special Events Agreement for Ogden Twilight Concert Series (Ogden City Corporation)

Jordan Eves was joined by Kensey Kunkel.

Eves requested the board approve a \$28,350 special events agreement with Ogden City Corporation for ticket-as-fare to the Ogden Twilight Concert Series.

Discussion ensued. A question on the slight decrease in revenue was posed by the board and answered by Eves.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this special events agreement be approved. The motion carried by a unanimous vote.

c. Complimentary Fare: Adopt-a-Stop Complimentary 10-day Passes for Sponsors

Kensey Kunkel was joined by Megan Waters, UTA Community Engagement Director.

Staff requested the board approve a complimentary fare to provide 10-day passes on a monthly basis to sponsors participating in UTA's Adopt-a-Stop program. The passes have an estimated value of \$75,000-\$150,000. Staff also noted the Adopt-a-Stop program creates savings in facilities maintenance costs.

Discussion ensued. Questions on the number of passes issued, efforts to identify sponsors, location of adopted stops, and mechanism for establishing expectations were posed by the board and answered by staff.

Chair Christensen recommended reaching out to residents with property adjacent to UTA bus stops to participate in the program.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that this complimentary fare be approved. The motion carried by a unanimous vote.

d. **Promotional Fare Request: Public Fare for the 2024 Utah Air Show at Hill Air Force Base**

Jordan Eves was joined by Kensey Kunkel.

Eves requested the board approve a \$5 promotional day pass to be offered to attendees of the 2024 Warriors Over the Wasatch Air Show at Hill Air Force Base. The event will take place on June 29-June 30, 2024. Due to the addition of Sunday FrontRunner service to support the event, staff anticipates revenue lost on Saturday to be offset by revenue gained on Sunday, resulting in no fiscal impact to revenue.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this promotional fare request be approved. The motion carried by a unanimous vote.

11. Budget and Other Approvals

a. **TBA2024-4-01 - Technical Budget Adjustment- 2023 Capital Budget Carryforward and other 2024 Capital Budget Adjustments**

Viola Miller was joined by Daniel Hofer and Gregory Andrews.

Hofer summarized the technical budget adjustment, which 1) authorizes a \$19.948 million carryforward from the 2023 capital budget to support 2024 projects and 2) approves the reallocation of \$1.207 million within the 2024 capital budget, including \$707,000 from contingency.

Discussion ensued. Questions on carryforward impacts on the 2024 budget, contingency use, and specific projects were posed by the board and answered by staff.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that this technical budget adjustment be approved. The motion carried by a unanimous vote.

12. Discussion Items

a. **West Jordan & Midvale Station Area Plan**

Paul Drake, UTA Director of Real Estate & Transit-Oriented Development, was joined by Nick Duerksen, Transit-Oriented Development Project Manager, and Kayla Kinkead, Transit-Oriented Communities Predevelopment Supervisor.

Staff provided an overview of the geographic scope of the West Jordan & Midvale Station Area Plan, and highlighted UTA-owned property and anticipated development objectives at the Bingham Junction, Historic Gardner, and West Jordan City Center stations. They mentioned potential for a land swap between UTA and Jordan School District at the West Jordan City Center site.

Discussion ensued. Questions on plans for a circulator in the office park near the Bingham Junction Station, opportunities to increase walkability at the Bingham Junction development, housing developments planned near the Historic Gardner

Station, and plans for managing pedestrian traffic across Redwood Road at the West Jordan City Center Station were posed by the board and answered by staff.

Chair Christensen recommended staff consider incorporating a transit hub or transfer point at the West Jordan City Center Station.

b. Midvale Center & Fort Union Station Area Plan

Paul Drake was joined by Nick Duerksen and Kayla Kinhead.

Staff provided an overview of the geographic scope and goals of the Midvale Center & Fort Union Station Area Plan, and highlighted UTA-owned property and anticipated development objectives at the Midvale Fort Union and Midvale Center stations.

c. Ballpark Station Area Plan

Paul Drake was joined by Nick Duerksen and Kayla Kinhead.

Staff provided an overview of the geographic scope and goals of the Ballpark Station Area Plan, and highlighted UTA-owned property and anticipated development objectives at the Ballpark Station.

Discussion ensued and centered on considering the number of park-and-ride lots available in Salt Lake City and overall parking utilization. The board suggested UTA take the lead in the transit planning effort in the area.

13. Other Business

- a. Next Meeting: Wednesday, May 8th, 2024 at 9:00 a.m.

14. Closed Session

a. Strategy Session to Discuss Pending or Reasonably Imminent Litigation

Chair Carlton Christensen indicated there were matters to be discussed in closed session related to pending or reasonably imminent litigation. A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, for a closed session. The motion carried by a unanimous vote and the meeting convened in closed session at 12:31 p.m.

15. Open Session

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, to return to open session. The motion carried by a unanimous vote, and the meeting reconvened in open session at 1:02 p.m.

16. Adjourn

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, to adjourn the meeting. The motion carried by a unanimous vote, and the meeting adjourned at 1:02 p.m.

Transcribed by Cathie Griffiths
Executive Assistant to the Board Chair
Utah Transit Authority

This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials or audio located at <https://www.utah.gov/pmn/sitemap/notice/906293.html> for entire content. Meeting materials, along with a time-stamped video recording, are also accessible at https://rideuta.granicus.com/player/clip/293?view_id=1&redirect=true.

This document along with the digital recording constitute the official minutes of this meeting.

Approved Date:

Carlton J. Christensen
Chair, Board of Trustees



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/8/2024

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

TITLE:

Quarterly Disbursement Report - 2024 Vehicle Parts Inventory Spend - Q1 2024

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Review the Inventory Supplier Spend information for Q1, 2024.

BACKGROUND:

R2024-02-01 was approved by the Board of Trustees on February 14, 2024 granting the purchasing authority and related disbursements to vehicle parts inventory vendors in 2024 up to the amounts below:

- **Bus parts - up to \$7,000,000**
- **Light Rail Vehicle parts - up to \$10,000,000**
- **Commuter Rail Vehicle parts - up to \$5,000,000**

The resolution also stated that at the end of every quarter the Director of Supply Chain will provide a report of actual purchase totals for each vendor to the Board of Trustees, and will review and compare actual Purchase Order amounts with the amounts listed in the resolution. Any Transit mode parts Purchase Order amounts that will likely exceed the forecasted amount will be brought back to the Board of Trustees for further review and approval.

DISCUSSION:

Attached are the supplier spend totals by mode. Additionally, the top 10 vendors spend for each transit mode are individually identified.

Quarter 1, 2024 expenditure compared to the authorized amount in R2024-02-01 was:

- **Bus Parts** - \$2,104,806 expenditure YTD compared to \$7,000,000 annual authorization
 - **Light Rail Vehicle Parts** - \$1,834,866 expenditure YTD compared to \$10,000,000 annual authorization
 - **Commuter Rail Vehicle Parts** - \$746,909 expenditure YTD compared to \$5,000,000 annual authorization
 - **All Parts Total Spend** - \$4,686,581 expenditure YTD compared to \$22,000,000
-

ALTERNATIVES:

N/A

FISCAL IMPACT:

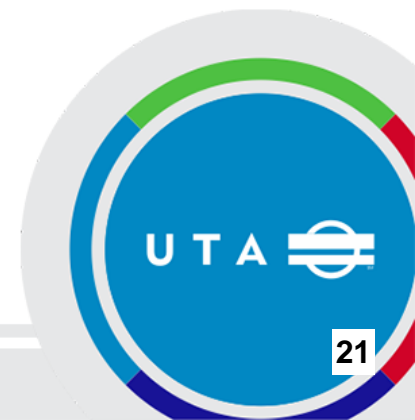
Each maintenance division is provided with an annual parts inventory budget as part of their Operating Expense Budget.

ATTACHMENTS:

Parts Inventory Spend - Q1 2024

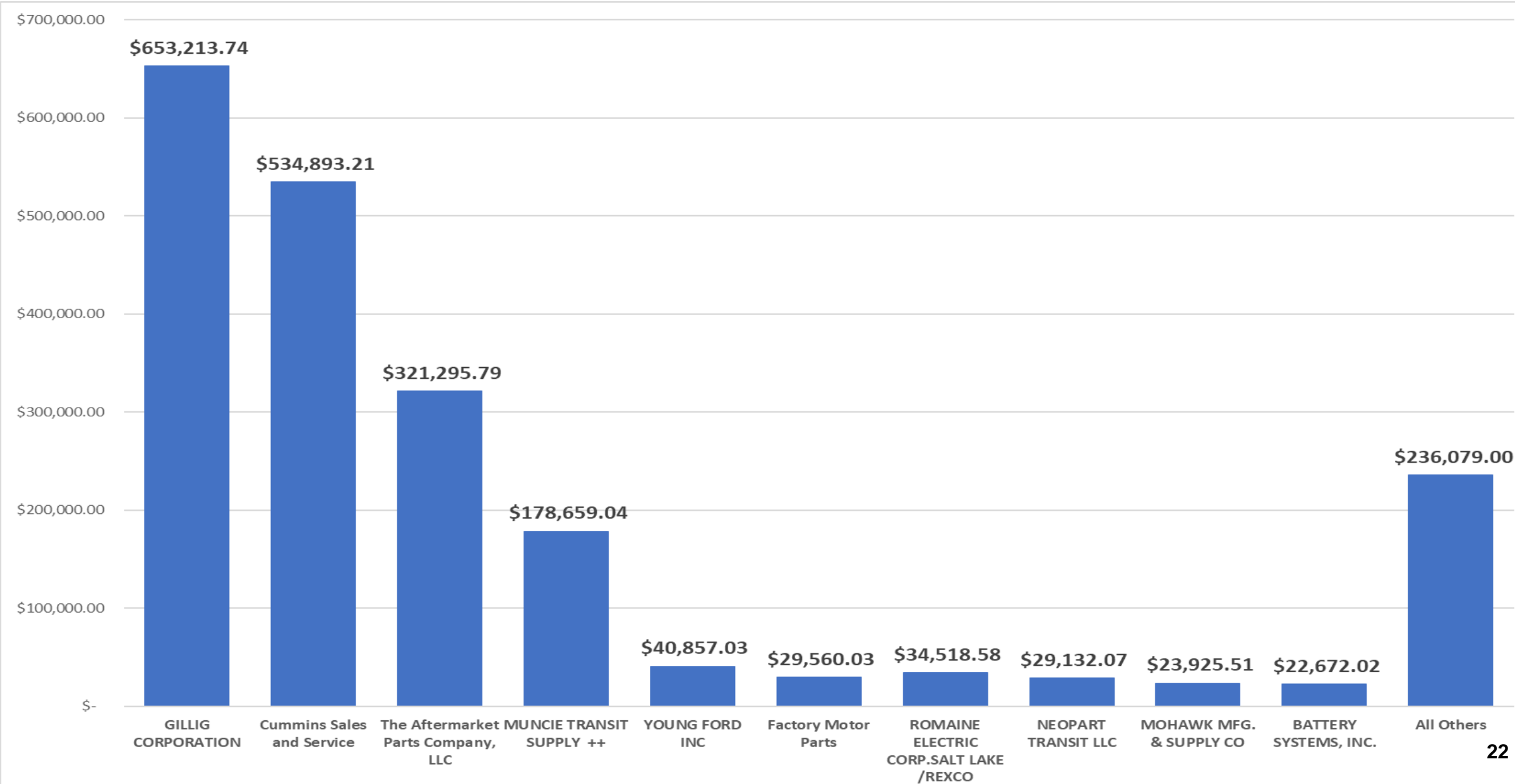
Inventory Parts Spend – Q1 2024

May 8, 2024



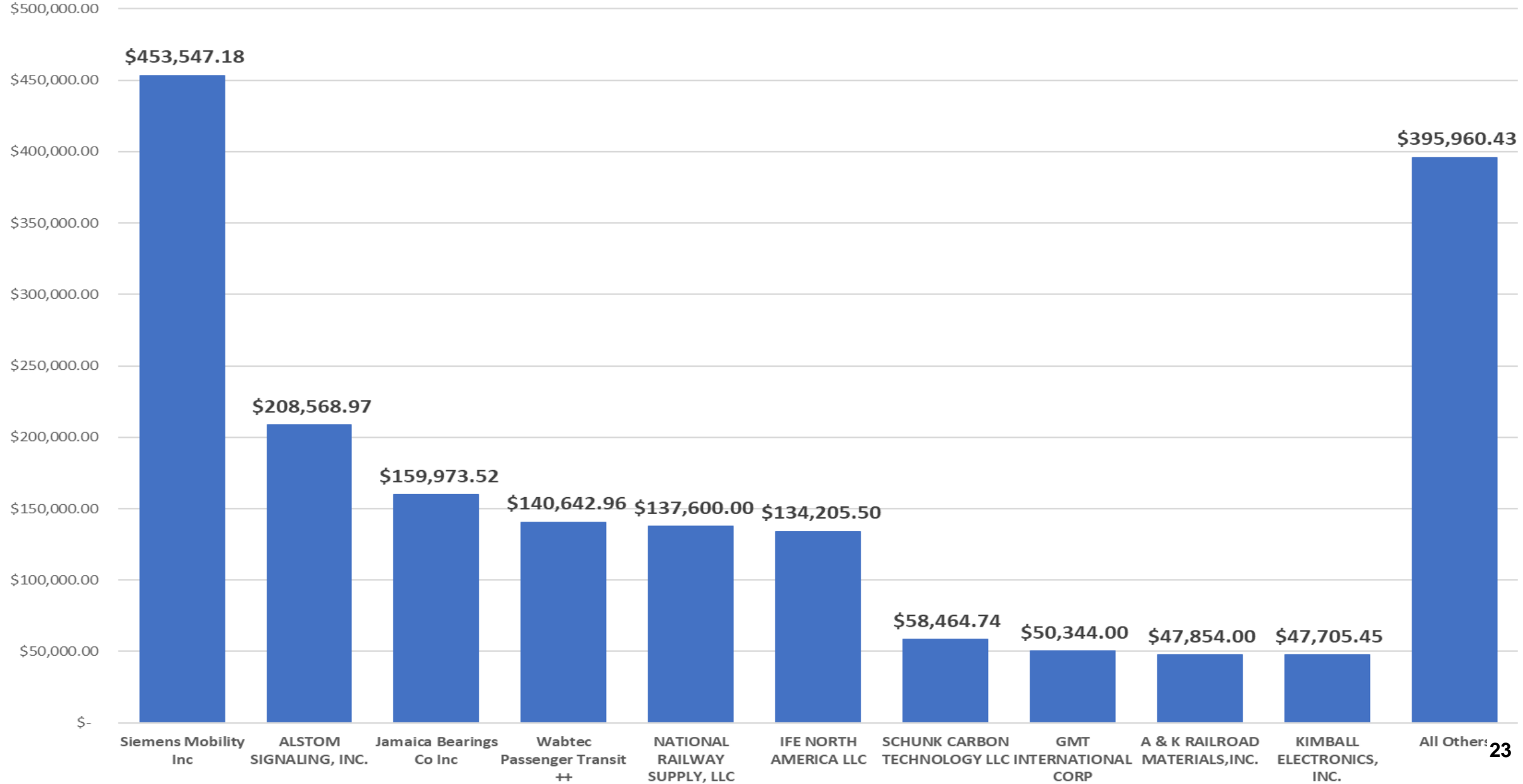
Q1 2024 Bus Parts Total Spend = \$2,104,806

UTAH TRANSIT AUTHORITY



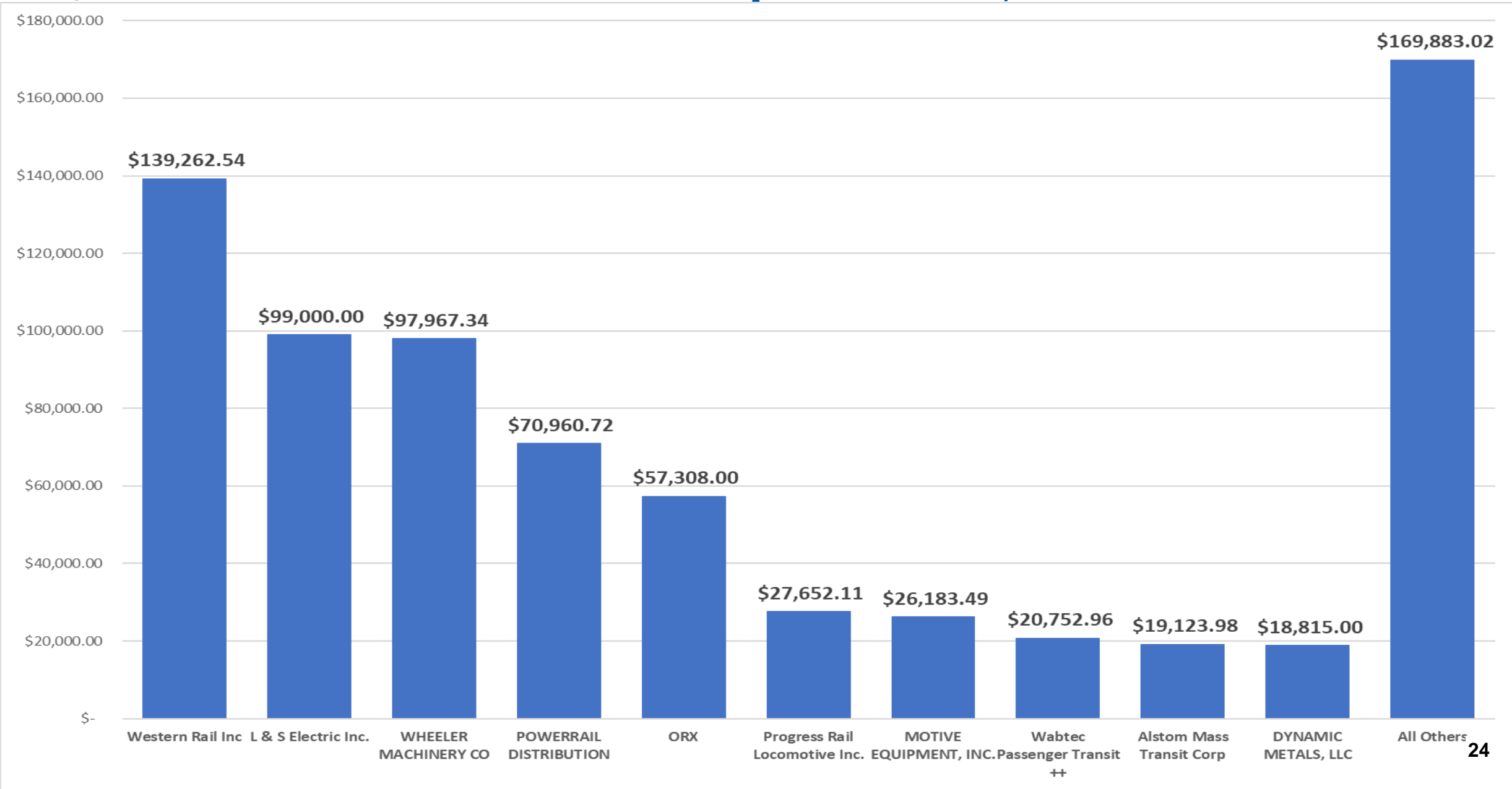
Q1 2024 TRAX Parts Total Spend = \$1,834,866

UTAH TRANSIT AUTHORITY

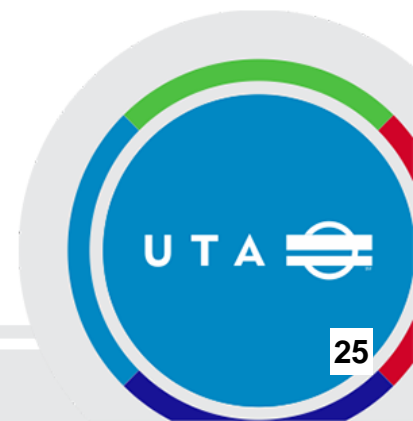


Q1 2024 FrontRunner Parts Total Spend = \$746,909

UTAH TRANSIT AUTHORITY



Questions?





Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/8/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Eric Barrett, Acting Comptroller

TITLE:

Quarterly Disbursement Report - Non-Inventory Vendors - Q1 2024

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Review the quarterly disbursement expenditure report for Q1 2024. No action needed.

BACKGROUND:

The Board approved resolution R2024-02-02 authorizing disbursements for non-inventory purchases in 2024. Payments are being made to vendors as scheduled and none are nearing the not to exceed threshold.

DISCUSSION:

A report on non-inventory disbursement expenditures for Quarter 1 2024 is attached to this memo for the Board's review.

Utah County Government is \$0 because payments on the Bonds are made in May and November

ALTERNATIVES:

None

FISCAL IMPACT:

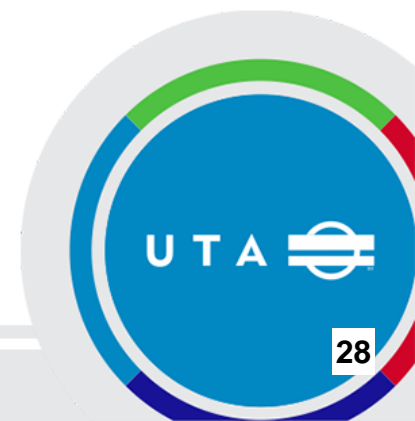
None

ATTACHMENTS:

2024 Non-Inventory Vendors Q1 Report

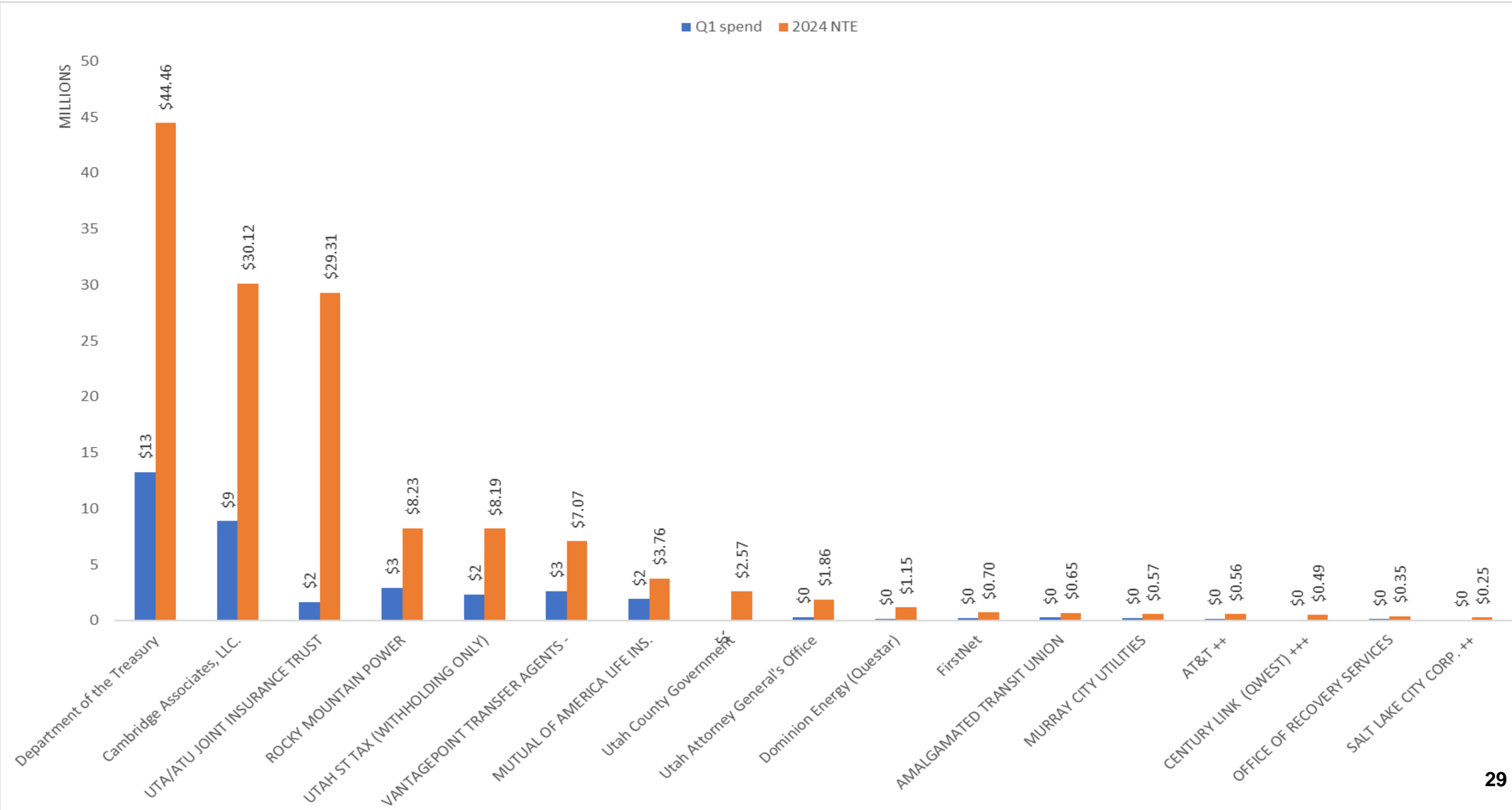
Non-Inventory Disbursements– Q1 2024

May 8, 2024



Q1 Spend vs. 2024 Not To Exceed amount

UTAH TRANSIT AUTHORITY



Vendors with total paid as of 12/27/2023 greater than \$200,000

Type	Vendor Description	Purpose	2024 not to exceede	2024 as of 03/31/2024
Debt	Utah County Government	4th Quarter Cent Sales Tax Agreement with Utah County	\$ 2,565,910	\$ -
Government	Utah Attorney General's Office	Legal Services	\$ 1,855,728	\$ 298,288
Payroll	AMALGAMATED TRANSIT UNION	Union Dues from Employees	\$ 651,290	\$ 243,936
Payroll	Cambridge Associates, LLC.	Pension Contributions	\$ 30,121,439	\$ 8,869,132
Payroll	MUTUAL OF AMERICA LIFE INS.	457 Plans	\$ 3,761,588	\$ 1,893,076
Payroll	OFFICE OF RECOVERY SERVICES	Utah State Child Support	\$ 353,703	\$ 109,996
Payroll	Department of the Treasury	Employee Payroll Taxes	\$ 44,456,843	\$ 13,256,678
Payroll	UTA/ATU JOINT INSURANCE TRUST	Health Insurance (Collective Bargaining)	\$ 29,308,452	\$ 1,630,506
Payroll	UTAH ST TAX (WITHHOLDING ONLY)	Employee Payroll Taxes	\$ 8,191,722	\$ 2,322,544
Payroll	VANTAGEPOINT TRANSFER AGENTS -	457 Plans	\$ 7,065,828	\$ 2,596,002
Utilities	AT&T ++	Cellular Connection to Buses	\$ 563,385	\$ 135,370
Utilities	CENTURY LINK (QWEST) +++	Internet Connection	\$ 485,599	\$ 59,142
Utilities	Dominion Energy (Questar)	Natural Gas	\$ 1,152,017	\$ 137,108
Utilities	FirstNet	Cellular Phone Contract	\$ 704,428	\$ 210,721
Utilities	MURRAY CITY UTILITIES	Electric, Water, and Sewer	\$ 570,219	\$ 205,134
Utilities	ROCKY MOUNTAIN POWER	Electricity	\$ 8,234,680	\$ 2,902,244
Utilities	SALT LAKE CITY CORP. ++	Electric, Water, and Sewer	\$ 253,979	\$ 5,013



U T A

Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/8/2024

TO: Board of Trustees
FROM: Jay Fox, Executive Director
PRESENTER(S): Jay Fox, Executive Director

TITLE:

Executive Director Report

- International Bus Roadeo
- Commendation - Steven Crowley
- Commendation - Gerald Crawford, Debra Shannon, and James Sidwell
- Supplemental Service Update

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

DISCUSSION:

Jay Fox, Executive Director, will provide the following:

- International Bus Roadeo
- Commendation - Steven Crowley
- Commendation - Gerald Crawford, Debra Shannon, and James Sidwell
- Supplemental Service Update



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/8/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Viola Miller, Chief Financial Officer
Brad Armstrong, Director, Budget & Financial Strategy
Greg Andrews, Senior Capital Budget Analyst

TITLE:

Financial Report - March 2024

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

BACKGROUND:

The Board of Trustees Policy No. 2.1, Financial Management, directs the Chief Financial Officer to present monthly financial statements stating the Authority's financial position, revenues, and expense to the Board of Trustees as soon as practical with monthly and year-to-date budget versus actual report to be included in the monthly financial report. The March 2024 Monthly Financial Statements have been prepared in accordance with the Financial Management Policy and are being presented to the Board. Also provided are the monthly Board Dashboard which summarizes key information from the March 2024 Monthly Financial Statements.

DISCUSSION:

At the May 8, 2024, meeting, the Chief Financial Officer will review the Board Dashboard key items, passenger revenues, sales tax collections and operating expense variances, capital budget expenditures and receive questions from the Board of Trustees.

Note: UTA is in the process of closing the 2023 financial books, which typically takes several months after the close of the fiscal year ending December 31. Final results for 2023 will be presented at a later Board meeting

after the year-end close is completed and results have been reviewed by UTA's external auditors.

ALTERNATIVES:

n/a

FISCAL IMPACT:













n/a

ATTACHMENTS:

- March 2024 Board Dashboard
- March 2024 Monthly Financial Statements

Utah Transit Authority

Board Dashboard: March 31, 2024

Financial Metrics	Mar Actual	Mar Budget	Fav/ (Unfav)	%	YTD Actual	YTD Budget	Fav/ (Unfav)	%
Sales Tax (Jan '24 mm \$)	\$ 37.9	\$ 35.5	\$ 2.36	 6.6%	\$ 37.9	\$ 35.5	\$ 2.36	 6.6%
Fare Revenue (mm)	\$ 3.1	\$ 3.0	\$ 0.12	 3.9%	\$ 10.4	\$ 8.3	\$ 2.08	 25.1%
Operating Exp (mm)	\$ 31.8	\$ 35.4	\$ 3.64	 10.3%	\$ 97.6	\$ 106.2	\$ 8.57	 8.1%
Subsidy Per Rider (SPR)	\$ 8.45	\$ 10.78	\$ 2.33	 21.6%	\$ 8.86	\$ 10.78	\$ 1.92	 17.8%
UTA Diesel Price (\$/gal)	\$ 2.88	\$ 4.03	\$ 1.15	 28.5%	\$ 2.79	\$ 4.03	\$ 1.24	 30.7%
Operating Metrics	Mar Actual	Mar-23	F/ (UF)	%	YTD Actual	YTD 2023	F/ (UF)	%
Ridership (mm)	3.39	2.87	0.5	 18.1%	9.85	8.36	1.5	 17.8%
Energy Cost by Type (Avg of 3 Most Recent Months)								
	Diesel Bus (Cost per Mile)				\$ 0.49			
	Diesel CR (Cost per Mile)				\$ 3.99			
	Unleaded Gas (Cost per Mile)				\$ 0.29			
	CNG (Cost per Mile)				\$ 0.31			
	Bus Propulsion Power (Cost per Mile)				\$ 0.79			
	TRAX Propulsion Power (Cost per Mile)				\$ 0.80			

"Sales Tax" lists the amount of sales tax revenue received for the month listed in bold. All other data reflects the month listed in the table title.

KEY ITEM REPORT
(UNAUDITED)
As of March 31, 2024

EXHIBIT 1-1

	2024 YTD ACTUAL	2024 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
1 Operating Revenue	\$ (10,772,142)	\$ (8,901,475)	\$ 1,870,668	21%
2 Operating Expenses	97,608,235	106,178,169	8,569,934	8%
3 Net Operating Income (Loss)	(86,836,092)	(97,276,694)	10,440,602	11%
4 Capital Revenue	(203,899)	(9,585,333)	(9,381,434)	-98%
5 Capital Expenses	27,749,824	20,382,667	(7,367,157)	-36%
6 Net Capital Income (Loss)	(27,545,924)	(10,797,333)	(16,748,591)	-155%
7 Sales Tax	(117,590,818)	(115,232,282)	2,358,535	2%
8 Other Revenue	(24,755,075)	(21,006,250)	3,748,825	18%
9 Debt Service	19,203,764	20,933,003	1,729,239	8%
10 Sale of Assets	(91,575)	-	91,575	
11 Net Non-Operating Income (Loss)	123,233,704	115,305,529	7,928,174	7%
12 Contribution to Cash Balance	\$ 8,851,687	\$ 7,231,502	\$ 1,620,185	22%
13 Amortization	2,476,748			
14 Depreciation	36,036,834			
15 Total Non-cash Items	\$ 38,513,582			

STATISTICS

RIDERSHIP

2023 Actual	March 2024	March 2023	Difference	2024 YTD	2023 YTD	Difference
16 32,238,735	3,266,222	2,799,915	466,307	9,851,862	8,363,103	1,488,758

OPERATING SUBSIDY PER RIDER -

	SPR
17 Net Operating Expense	\$ 97,608,235
18 Less: Passenger Revenue	- (10,385,142)
19 Subtotal	87,223,092
20 Divided by: Ridership	÷ 9,851,862
21 Subsidy per Rider	\$ 8.85

SUMMARY FINANCIAL DATA
(UNAUDITED)
As of March 31, 2024

EXHIBIT 1-2

BALANCE SHEET

	3/31/2024	3/31/2023	Change March
CURRENT ASSETS			
1 Cash	\$ 20,052,596	\$ 13,770,698	46%
2 Investments (Unrestricted)	477,018,954	526,547,184	-9%
3 Investments (Restricted)	128,799,578	158,639,985	-19%
4 Receivables	109,879,862	93,077,499	18%
5 Receivables - Federal Grants	1,436,887	3,872,754	-63%
6 Inventories	45,242,799	40,750,579	11%
7 Prepaid Expenses	1,338,145	997,452	34%
8 TOTAL CURRENT ASSETS	\$ 783,768,821	\$ 837,656,151	
9 Property, Plant & Equipment (Net)	2,932,730,957	2,923,430,353	0%
10 Other Assets	164,268,693	115,430,334	42%
11 TOTAL ASSETS	\$ 3,880,768,471	\$ 3,876,516,838	
12 Current Liabilities	\$ 67,933,847	\$ 65,813,522	3%
14 Net Pension Liability	166,224,640	90,642,486	83%
15 Outstanding Debt	2,278,945,414	2,397,695,181	-5%
16 Net Investment in Capital Assets	801,941,171	733,307,729	9%
17 Restricted Net Position	107,898,475	127,886,160	-16%
18 Unrestricted Net Position	457,824,924	461,171,760	-1%
19 TOTAL LIABILITIES & EQUITY	\$ 3,880,768,471	\$ 3,876,516,838	

RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION

RESTRICTED RESERVES			
20 2018 Bond Proceeds	63	\$ 30,950	-100%
21 2019 Bond Proceeds	698,409	3,106,405	-78%
22 Debt Service Interest Payable	62,777,438	75,104,432	-16%
23 Risk Contingency Fund	8,128,265	24,058,804	-66%
24 Catastrophic Risk Reserve Fund	1,143,439	1,113,009	3%
25 Box Elder County ROW (sales tax)	3,278,330	3,001,921	9%
26 Utah County 4th Qtr (sales tax)	16,295,225	10,141,689	61%
27 Amounts held in escrow	36,457,491	42,082,775	-13%
28 TOTAL RESTRICTED RESERVES	\$ 128,778,660	\$ 158,639,985	
DESIGNATED GENERAL AND CAPITAL RESERVES			
29 General Reserves	72,100,000	72,100,000	
30 Service Sustainability Reserves	12,017,000	12,017,000	
31 Capital Reserve	45,616,000	45,616,000	
32 Debt Reduction Reserve	30,000,000	30,000,000	
33 TOTAL DESIGNATED GENERAL AND CAPITAL RESERVES	\$ 159,733,000	\$ 159,733,000	
34 TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS	\$ 288,511,660	\$ 318,372,985	

SUMMARY FINANCIAL DATA

EXHIBIT 1-3

(UNAUDITED)

As of March 31, 2024

REVENUE & EXPENSES

	ACTUAL Mar-24	ACTUAL Mar-23	YTD 2024	YTD 2023
OPERATING REVENUE				
1 Passenger Revenue	\$ (3,139,702)	\$ (3,549,619)	\$ (10,385,142)	\$ (8,572,007)
2 Advertising Revenue	-	(193,500)	(387,000)	(580,500)
3 TOTAL OPERATING REVENUE	\$ (3,139,702)	\$ (3,743,119)	\$ (10,772,142)	\$ (9,152,507)
OPERATING EXPENSE				
4 Bus Service	\$ 11,759,077	\$ 11,117,294	\$ 35,383,576	\$ 31,693,394
5 Commuter Rail	2,240,234	2,502,491	7,247,774	7,373,672
6 Light Rail	3,825,872	3,503,161	12,000,379	10,436,945
7 Maintenance of Way	1,699,003	1,713,835	5,241,351	5,493,780
8 Paratransit Service	2,482,090	2,404,740	7,067,237	6,307,438
9 RideShare/Van Pool Services	269,174	389,605	783,881	809,790
10 Microtransit	470,901	787,893	1,130,412	1,539,928
11 Operations Support	5,617,556	6,649,357	16,579,400	17,315,331
12 Administration	3,390,688	4,397,182	12,174,225	10,672,830
13 Non-Departmental	-	-	-	-
14 TOTAL OPERATING EXPENSE	\$ 31,754,593	\$ 33,465,558	\$ 97,608,235	\$ 91,643,108
15 NET OPERATING (INCOME) LOSS	\$ 28,614,891	\$ 29,722,439	\$ 86,836,092	\$ 82,490,601
NON-OPERATING EXPENSE (REVENUE)				
16 Investment Revenue	(2,066,851)	(9,018,961)	(22,671,912)	(12,182,922)
17 Sales Tax Revenue ¹	(48,532,883)	(43,519,568)	(117,590,818)	(109,045,194)
18 Other Revenue	(741,699)	(950,884)	(2,115,194)	(2,719,141)
19 Fed Operations/Preventative Maint. Revenue	29,985	-	32,031	-
20 Bond Interest	6,069,913	6,258,972	18,209,739	18,776,915
21 Bond Interest UTCT	148,357	148,357	445,071	445,071
22 Bond Cost of Issuance/Fees	350	1,950	45,150	1,950
23 Lease Interest	199,375	455,985	503,803	933,350
24 Sale of Assets	(56,200)	(79,374)	(91,575)	1,914,862
25 TOTAL NON-OPERATING EXPENSE (REVENUE)	\$ (91,575)	\$ (46,703,523)	\$ (123,233,704)	\$ (101,875,109)
26 CONTRIBUTION TO RESERVES	\$ (28,523,316)	\$ 16,981,084	\$ 36,397,611	\$ 19,384,508
OTHER EXPENSES (NON-CASH)				
27 Bond Premium/Discount Amortization	(344,047)	(339,686)	(1,032,140)	(1,019,056)
28 Bond Refunding Cost Amortization	1,102,053	1,242,598	3,306,160	3,727,795
29 Future Revenue Cost Amortization	67,576	67,576	202,729	202,728
30 Depreciation	11,963,416	11,557,699	36,036,834	34,701,330
31 NET OTHER EXPENSES (NON-CASH)	\$ 12,788,999	\$ 12,528,187	\$ 38,513,582	\$ 37,612,797

¹ Current Year Sales Taxes YTD Include Actuals Plus Two Prior Month Accruals

(41,312,315)	4,452,897	(2,115,971)	(18,228,289)
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**BUDGET TO ACTUAL REPORT
(UNAUDITED)**

EXHIBIT 1-4

As of March 31, 2024

CURRENT MONTH

	ACTUAL	BUDGET	VARIANCE	%
	Mar-24	Mar-24	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING REVENUE				
1 Passenger Revenue	\$ (3,139,702)	\$ (3,021,116)	\$ 118,586	4%
2 Advertising Revenue	-	(200,000)	(200,000)	-100%
3 TOTAL OPERATING REVENUE	\$ (3,139,702)	\$ (3,221,116)	\$ (81,414)	-3%
OPERATING EXPENSE				
4 Bus Service	\$ 11,759,077	12,106,070	\$ 346,994	3%
5 Commuter Rail	2,240,234	2,708,994	468,760	17%
6 Light Rail	3,825,872	4,024,095	198,223	5%
7 Maintenance of Way	1,699,003	1,815,212	116,210	6%
8 Paratransit Service	2,482,090	2,403,671	(78,419)	-3%
9 RideShare/Van Pool Services	269,174	334,294	65,120	19%
10 Microtransit	470,901	1,079,048	608,147	56%
11 Operations Support	5,617,556	5,508,801	(108,755)	-2%
12 Administration	3,390,688	5,418,436	# 2,027,748	37%
13 Non-Departmental	-	-	-	
14 TOTAL OPERATING EXPENSE	\$ 31,754,593	\$ 35,398,621	\$ 3,644,028	10%
15 NET OPERATING (INCOME) LOSS	\$ 28,614,891	\$ 32,177,505	\$ 3,562,614	11%
NON-OPERATING EXPENSE (REVENUE)				
16 Investment Revenue	\$ (2,066,851)	\$ (468,750)	\$ 1,598,101	341%
17 Sales Tax Revenue	(48,532,883)	(44,728,233)	3,804,650	9%
18 Other Revenue	(741,699)	(1,200,000)	(458,301)	-38%
19 Fed Operations/Preventative Maint. Revenue	29,985	(8,000,000)	(8,029,985)	-100%
20 Bond Interest	6,069,913	6,542,537	472,624	7%
21 Bond Interest UTCT	148,357	144,141	(4,216)	-3%
22 Bond Cost of Issuance/Fees	350	16,050	15,700	98%
23 Lease Interest	199,375	237,592	38,217	16%
24 Sale of Assets	(56,200)	-	56,200	
25 TOTAL NON-OPERATING EXPENSE (REVENUE)	\$ (44,949,654)	\$ (47,456,662)	\$ (2,507,009)	-5%
26 CONTRIBUTION TO RESERVES	\$ 16,334,763	\$ 15,279,157		

BUDGET TO ACTUAL REPORT BY CHIEF
(UNAUDITED)
As of March 31, 2024

EXHIBIT 1-4A

CURRENT MONTH

		ACTUAL	BUDGET	VARIANCE	%
		Mar-24	Mar-24	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING EXPENSE					
1	Board of Trustees	\$ 251,516	\$ 280,866	\$ 29,350	10%
2	Executive Director	477,963	534,963	57,000	11%
3	Chief Communication Officer	205,779	409,496	203,717	50%
4	Chief Planning and Engagement Officer	1,133,580	1,918,562	784,982	41%
5	Chief Finance Officer	815,364	1,767,346	951,982	54%
6	Chief Operating Officer	25,634,384	26,715,145	1,080,761	4%
7	Chief People Officer	1,056,698	998,440	(58,258)	-6%
8	Chief Development Officer	391,637	627,333	235,696	38%
9	Chief Enterprise Strategy Officer	1,787,672	2,146,470	358,798	17%
10	Non-Departmental	-	-	-	
11	TOTAL OPERATING EXPENSE	\$ 31,754,593	\$ 35,398,621	\$ 3,644,028	10%

YEAR TO DATE

		ACTUAL	BUDGET	VARIANCE	%
		Mar-24	Mar-24	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING EXPENSE					
12	Board of Trustees	\$ 768,685	\$ 842,598	\$ 73,913	9%
13	Executive Director	1,154,844	1,603,389	448,545	28%
14	Chief Communication Officer	707,153	1,069,612	362,459	34%
15	Chief Planning and Engagement Officer	3,028,192	5,716,304	2,688,112	47%
16	Chief Finance Officer	3,504,541	5,075,218	1,570,677	31%
17	Chief Operating Officer	77,848,214	79,827,609	1,979,395	2%
18	Chief People Officer	2,896,756	2,998,062	101,306	3%
19	Chief Development Officer	1,494,758	1,881,999	387,241	21%
20	Chief Enterprise Strategy Officer	6,175,090	7,163,378	988,288	14%
21	Non-Departmental	-	-	-	
22	TOTAL OPERATING EXPENSE	\$ 97,578,233	#####	\$ 8,599,936	8%

**BUDGET TO ACTUAL REPORT
(UNAUDITED)**

EXHIBIT 1-5

As of March 31, 2024

YEAR TO DATE

	ACTUAL	BUDGET	VARIANCE	%
	Mar-24	Mar-24	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING REVENUE				
1 Passenger Revenue	\$ (10,385,142)	\$ (8,301,475)	\$ 2,083,668	25%
2 Advertising Revenue	(387,000)	(600,000)	(213,000)	-36%
3 TOTAL OPERATING REVENUE	\$ (10,772,142)	\$ (8,901,475)	\$ 1,870,668	21%
OPERATING EXPENSE				
4 Bus Service	\$ 35,383,576	\$ 36,045,884	\$ 662,308	2%
5 Commuter Rail	7,247,774	8,129,272	881,498	11%
6 Light Rail	12,000,379	11,996,487	(3,893)	0%
7 Maintenance of Way	5,241,351	5,432,750	191,400	4%
8 Paratransit Service	7,067,237	7,192,657	125,420	2%
9 RideShare/Van Pool Services	783,881	1,002,882	219,001	22%
10 Microtransit	1,130,412	3,237,144	2,106,732	65%
11 Operations Support	16,579,400	16,390,763	(188,637)	-1%
12 Administration	12,174,225	16,750,330	4,576,105	27%
13 Non-Departmental	-	-	-	
14 TOTAL OPERATING EXPENSE	\$ 97,608,235	\$ 106,178,169	\$ 8,569,934	8%
15 NET OPERATING (INCOME) LOSS	\$ 86,836,092	\$ 97,276,694	\$ 10,440,602	11%
NON-OPERATING EXPENSE (REVENUE)				
16 Investment Revenue	\$ (22,671,912)	\$ (1,406,250)	\$ 21,265,662	1512%
17 Sales Tax Revenue	(117,590,818)	(115,232,282)	2,358,535	2%
18 Other Revenue	(2,115,194)	(3,600,000)	(1,484,806)	-41%
19 Fed Operations/Preventative Maint. Revenue	32,031	(16,000,000)	(16,032,031)	-100%
20 Bond Interest	18,209,739	19,771,753	1,562,013	8%
21 Bond Interest UTCT	445,071	432,423	(12,648)	-3%
22 Bond Cost of Issuance/Fees	45,150	16,050	(29,100)	-181%
23 Lease Interest	503,803	712,777	208,974	29%
24 Sale of Assets	(91,575)	-	91,575	
25 TOTAL NON-OPERATING EXPENSE (REVENUE)	\$ (123,233,704)	\$ (115,305,529)	\$ 7,928,174	7%
26 CONTRIBUTION TO RESERVES	\$ 36,397,611	\$ 18,028,835		

**CAPITAL PROJECTS
(UNAUDITED)
As of March 31, 2024**

EXHIBIT 1-6

	2024 ACTUAL	ANNUAL BUDGET	PERCENT
EXPENSES			
1 REVENUE AND NON-REVENUE VEHICLES	\$ 17,705,576	\$ 56,950,000	31.1%
2 INFORMATION TECHNOLOGY	5,999,658	21,515,000	27.9%
3 FACILITIES, MAINTENANCE & ADMIN. EQUIP.	920,094	15,768,000	5.8%
4 CAPITAL PROJECTS	3,556,074	88,148,000	4.0%
5 STATE OF GOOD REPAIR	1,457,254	55,611,000	2.6%
6 DEPOT DISTRICT	(3,094)	1,000,000	-0.3%
7 OGDEN/WEBER STATE BRT	12,495	5,600,000	0.2%
8 TIGER	(1,898,232)	0	#DIV/0!
9 TOTAL	\$ 27,749,824	\$ 244,592,000	11.3%
REVENUES			
10 GRANT	\$ (619,932)	\$ 59,152,000	-1.0%
11 STATE CONTRIBUTION	473,610	13,447,000	3.5%
12 LEASES (PAID TO DATE)		27,234,000	0.0%
13 BONDS		6,330,000	0.0%
14 LOCAL PARTNERS	350,221	8,861,000	4.0%
15 UTA FUNDING	27,545,924	129,568,000	21.3%
16 TOTAL	\$ 27,749,824	\$ 244,592,000	11.3%

**FAREBOX RECOVERY & SPR
(UNAUDITED)**

EXHIBIT 1-7

As of March 31, 2024

BY SERVICE

	CURRENT MONTH		YEAR TO DATE	
	Mar-24	Mar-23	2024	2023
UTA				
Fully Allocated Costs	31,141,651	24,768,203	97,602,711	86,982,368
Passenger Farebox Revenue	2,966,985	1,969,668	10,381,922	8,547,936
Passengers	3,266,222	2,799,915	9,851,862	8,363,103
Farebox Recovery Ratio	9.5%	8.0%	10.6%	9.8%
Actual Subsidy per Rider	\$8.63	\$8.14	\$8.85	\$9.38
BUS SERVICE				
Fully Allocated Costs	16,156,863	16,536,070	49,463,754	43,585,917
Passenger Farebox Revenue	1,409,994	1,399,136	4,006,044	3,888,925
Passengers	1,691,874	1,542,766	5,026,371	4,455,144
Farebox Recovery Ratio	8.5%	16.4%	9.2%	15.2%
Actual Subsidy per Rider	\$8.94	\$4.61	\$23.39	\$14.03
LIGHT RAIL SERVICE				
Fully Allocated Costs	7,430,727	8,806,094	23,384,327	22,659,695
Passenger Farebox Revenue	626,580	591,765	1,854,172	1,622,228
Passengers	1,149,370	820,053	3,200,702	2,469,252
Farebox Recovery Ratio	8.4%	6.7%	7.9%	7.2%
Actual Subsidy per Rider	\$5.92	\$10.02	\$18.73	\$25.65
COMMUTER RAIL SERVICE				
Fully Allocated Costs	4,431,037	3,913,983	14,143,378	11,022,147
Passenger Farebox Revenue	427,621	386,604	1,293,699	1,101,109
Passengers	326,850	299,627	978,185	871,995
Farebox Recovery Ratio	9.7%	9.9%	9.1%	10.0%
Actual Subsidy per Rider	\$12.25	\$11.77	\$39.31	\$33.11
MICROTRANSIT				
Fully Allocated Costs	543,293	876,259	1,360,812	1,515,870
Passenger Farebox Revenue	16,651	45,965	93,132	107,053
Passengers	47,456	34,410	133,466	92,133
Farebox Recovery Ratio	3.1%	5.2%	6.8%	7.1%
Actual Subsidy per Rider	\$11.10	\$24.13	\$26.71	\$40.94
PARATRANSIT				
Fully Allocated Costs	2,617,271	2,594,124	7,529,931	6,863,466
Passenger Farebox Revenue	336,307	789,495	2,155,178	868,623
Passengers	79,848	76,051	235,628	207,895
Farebox Recovery Ratio	12.8%	30.4%	28.6%	12.7%
Actual Subsidy per Rider	\$28.57	\$23.73	\$67.31	\$78.83
RIDESHARE				
Fully Allocated Costs	569,879	448,646	1,720,509	1,335,273
Passenger Farebox Revenue	319,329	312,582	979,696	959,996
Passengers	94,853	94,237	277,510	266,684
Farebox Recovery Ratio	56.0%	69.7%	56.9%	71.9%
Actual Subsidy per Rider	\$2.64	\$1.44	\$7.81	\$3.98

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	Mar-24	Mar-23	2024	2023
FULLY ALLOCATED COSTS				
Bus Service	\$16,156,863	\$16,536,070	\$49,463,754	\$43,585,917
Light Rail Service	\$7,430,727	\$8,806,094	\$23,384,327	\$22,659,695
Commuter Rail Service	\$4,431,037	\$3,913,983	\$14,143,378	\$11,022,147
Microtransit	\$543,293	\$876,259	\$1,360,812	\$1,515,870
Paratransit	\$2,617,271	\$2,594,124	\$7,529,931	\$6,863,466
Rideshare	\$569,879	\$448,646	\$1,720,509	\$1,335,273
UTA	\$31,749,070	\$33,175,175	\$97,602,711	\$86,982,368
PASSENGER FAREBOX REVENUE				
Bus Service	\$1,409,994	\$1,399,136	\$4,006,044	\$3,888,925
Light Rail Service	\$626,580	\$591,765	\$1,854,172	\$1,622,228
Commuter Rail Service	\$427,621	\$386,604	\$1,293,699	\$1,101,109
Microtransit	\$16,651	\$45,965	\$93,132	\$107,053
Paratransit	\$336,307	\$789,495	\$2,155,178	\$868,623
Rideshare	\$319,329	\$312,582	\$979,696	\$959,996
UTA	\$3,136,482	\$3,525,548	\$10,381,922	\$8,547,936
PASSENGERS				
Bus Service	1,691,874	1,542,766	5,026,371	4,455,144
Light Rail Service	1,149,370	820,053	3,200,702	2,469,252
Commuter Rail Service	326,850	299,627	978,185	871,995
Microtransit	47,456	34,410	133,466	92,133
Paratransit	79,848	76,051	235,628	207,895
Rideshare	94,853	94,237	277,510	266,684
UTA	3,390,251	2,867,144	9,851,862	8,363,103
FAREBOX RECOVERY RATIO				
Bus Service	8.5%	16.4%	9.2%	15.2%
Light Rail Service	8.4%	6.7%	7.9%	7.2%
Commuter Rail Service	9.7%	9.9%	9.1%	10.0%
Microtransit	3.1%	5.2%	6.8%	7.1%
Paratransit	12.8%	30.4%	28.6%	12.7%
Rideshare	56.0%	69.7%	56.9%	71.9%
UTA	9.5%	8.0%	10.6%	9.8%
ACTUAL SUBSIDY PER RIDER				
Bus Service	\$8.94	\$4.61	\$23.39	\$14.03
Light Rail Service	\$5.92	\$10.02	\$18.73	\$25.65
Commuter Rail Service	\$12.25	\$11.77	\$39.31	\$33.11
Microtransit	\$11.10	\$24.13	\$26.71	\$40.94
Paratransit	\$28.57	\$23.73	\$67.31	\$78.83
Rideshare	\$2.64	\$1.44	\$7.81	\$3.98
UTA	\$8.63	\$8.14	\$8.85	\$9.38

**SUMMARY OF ACCOUNTS RECEIVABLE
(UNAUDITED)**

EXHIBIT 1-9

As of March 31, 2024

Classification	Total	Current	31-60 Days	61-90 Days	90-120 Days	Over 120 Days
1 Federal Grants Government ¹	\$ 1,436,887	\$ 1,436,887	-	-	-	-
2 Sales Tax Contributions	77,268,769	34,103,840	\$ 43,164,929	-	-	-
3 Warranty Recovery	1,374,599	1,374,599	-	-	-	-
4 Build America Bond Subsidies	6,367,589	785,525	785,525	\$ 785,525	\$ 785,525	\$ 3,225,489
5 Product Sales and Development	2,064,991	516,560	1,009,293	46,794	10,532	481,812
6 Pass Sales	(79,068)	99,760	1,585	19,692	(19,465)	(180,640)
7 Property Management	54,019	30,379	2,641	16,520	-	4,479
8 Vanpool/Rideshare	138,589	86,864	30,088	12,248	3,115	6,274
9 Salt Lake City Agreement	523,919	523,919	-	-	-	-
10 Planning	-	-	-	-	-	-
11 Capital Development Agreements	14,188,962	876,557	-	75,000	-	13,237,405
12 Other	14,042,627	13,671,812	20,664	-	245	349,905
13 Total	\$ 117,381,881	\$ 53,506,701	\$ 45,014,725	\$ 955,779	\$ 779,952	\$ 17,124,724

Percentage Due by Aging

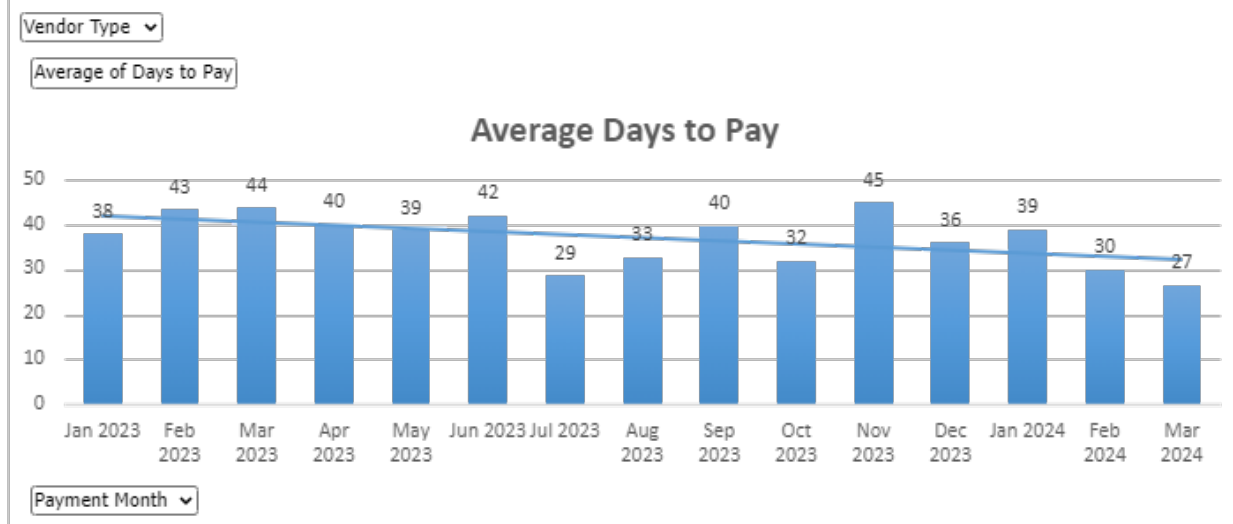
14 Federal Grants Government ¹	100.0%	0.0%	0.0%	0.0%	0.0%
15 Sales Tax Contributions	44.1%	55.9%	0.0%	0.0%	0.0%
16 Warranty Recovery	100.0%	0.0%	0.0%	0.0%	0.0%
17 Build America Bond Subsidies	12.3%	12.3%	12.3%	12.3%	50.7%
18 Product Sales and Development	25.0%	48.9%	2.3%	0.5%	23.3%
19 Pass Sales	-126.2%	-2.0%	-24.9%	24.6%	228.5%
20 Property Management	56.2%	4.9%	30.6%	0.0%	8.3%
21 Vanpool/Rideshare	62.7%	21.7%	8.8%	2.2%	4.5%
22 Salt Lake City Agreement	100.0%	0.0%	0.0%	0.0%	0.0%
23 Planning					
24 Capital Development Agreements	6.2%	0.0%	0.5%	0.0%	93.3%
25 Other	97.4%	0.1%	0.0%	0.0%	2.5%
26 Total	45.6%	38.3%	0.8%	0.7%	14.6%

¹ Federal preventive maintenance funds and federal RideShare funds

SUMMARY OF APPROVED DISBURSEMENTS OVER \$200,000
FROM MARCH 1, 2024 THROUGH MARCH 31, 2024
(UNAUDITED)

EXHIBIT 1-10

Contract # and Description	Contract Date	Vendor	Check #	Date	Check Total
223632 MANAGEMENT SERVICES CONSULTANT	4/14/2023	AECOM Technical Services, Inc.	898797	3/13/2024	(213,918.23)
R2024-02-02	2/14/2024	Banc of America Public Capital	381593	3/13/2024	(249,091.38)
R2024-02-02	2/14/2024	Banc of America Public Capital	381635	3/20/2024	(273,793.14)
R2024-02-02	2/14/2024	Cambridge Associates, LLC.	381456	3/7/2024	(1,221,232.04)
R2024-02-02	2/14/2024	Cambridge Associates, LLC.	381720	3/21/2024	(1,284,276.64)
2006719 40 FOOT DIESEL AND CNG BUSES	3/2/2023	GILLIG CORPORATION	898741	3/7/2024	(599,938.00)
2006719 40 FOOT DIESEL AND CNG BUSES	3/2/2023	GILLIG CORPORATION	898741	3/7/2024	(599,938.00)
2006719 40 FOOT DIESEL AND CNG BUSES	3/2/2023	GILLIG CORPORATION	898741	3/7/2024	(599,938.00)
2006719 40 FOOT DIESEL AND CNG BUSES	3/2/2023	GILLIG CORPORATION	898741	3/7/2024	(599,938.00)
2006719 40 FOOT DIESEL AND CNG BUSES	3/2/2023	GILLIG CORPORATION	898741	3/7/2024	(599,938.00)
2006719 40 FOOT DIESEL AND CNG BUSES	3/2/2023	GILLIG CORPORATION	898741	3/7/2024	(599,938.00)
2006719 40 FOOT DIESEL AND CNG BUSES	3/2/2023	GILLIG CORPORATION	898741	3/7/2024	(657,207.00)
2006719 40 FOOT DIESEL AND CNG BUSES	3/2/2023	GILLIG CORPORATION	898741	3/7/2024	(657,207.00)
182398 MSP205 TIGER FIRSTLAST BRT	5/23/2018	Granite Construction Company	898927	3/28/2024	(428,469.66)
182398 MSP205 TIGER FIRSTLAST BRT	5/23/2018	Granite Construction Company	898927	3/28/2024	(416,645.01)
2003243 PARA SERVICE NORTH	6/3/2020	MV PUBLIC TRANSPORTATION	898737	3/7/2024	(252,087.09)
2003243 PARA SERVICE NORTH	6/3/2020	MV PUBLIC TRANSPORTATION	898924	3/28/2024	(246,558.15)
78071 CLAIM SETTLEMENT	3/5/2024	Ohio Security Insurance Compan	65026	3/7/2024	(265,313.22)
203382 Transit Systems On-Call Contract	3/4/2021	ROCKY MOUNTAIN SYSTEMS SERVICE	898799	3/13/2024	(247,500.00)
2203566 MKV20-System	6/3/2020	SCHEIDT & BACHMANN USA, INC.	898845	3/20/2024	(927,185.00)
2203566 MKV20-System	6/3/2020	SCHEIDT & BACHMANN USA, INC.	898928	3/28/2024	(1,708,970.40)
2303778 WAYFINDING SIGNAGE	12/7/2023	Serigraphs Sign Systems, Inc.	381451	3/6/2024	(210,052.60)
R2024-02-02	2/14/2024	UTAH ST TAX (WITHHOLDING ONLY)	381484	3/7/2024	(335,854.32)
R2024-02-02	2/14/2024	UTAH ST TAX (WITHHOLDING ONLY)	381750	3/21/2024	(353,117.79)
2033993 ON DEMAND MOBILITY	9/7/2021	VIA TRANSPORTATION INC	898738	3/7/2024	(467,030.95)





Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/8/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Alisha Garrett, Chief Enterprise Strategy Office
PRESENTER(S): Heather Barnum, Chief Communications Officer
Tigran Melikyan, Director Business Analysis

TITLE:

UTA Strategic Plan Performance Report

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

BACKGROUND:

In December 2022 the Board of Trustees adopted the 2022-2030 Agency Strategic Plan which sets the Agency mission and vision. The Plan encompasses the following five strategic priorities: Moving Utahns to a Better Quality of Life, Exceeding Customer Expectations, Achieving Organizational Excellence, Building Community Support and Generating Economic Return. Each of these priorities has goals and desired outcomes associated with them.

DISCUSSION:

This will be the first performance report on UTA's Agency Strategic Plan since adoption. Information contained within this report reflects on UTA's achievements and performance in 2023 in relation to each of the strategic priorities and their associated goals and objectives. This report also contains high level annual operational goals set by the Executive Team to continue to activate the Agency plan.

ALTERNATIVES:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

None



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/8/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Dave Hancock, Chief Capital Services Officer
PRESENTER(S): Paul Drake, Director of Real Estate & TOC
Spencer Burgoyne, Manager Property Administration

TITLE:

2023 Annual Transit-Oriented Communities Report and Real Estate Inventory

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion - No action required.

BACKGROUND:

Per UTA Board of Trustees Policy, the Executive Director and the UTA Real Estate Department have prepared the 2023 Annual Transit-Oriented Communities Report and Real Estate Inventory.

Board of Trustees Policy No. 5.2, Section B:

"The Executive Director must present an annual report to the Board of Trustees that includes an inventory of real property and a summary of property acquisitions and dispositions occurring since the previous year report. The Authority will classify real property as Transit Critical, Transit-Oriented Development, or Surplus."

DISCUSSION:

Staff will present the annual Transit-Oriented Communities Report and Real Estate Inventory to the Board

ALTERNATIVES:

Not applicable.

FISCAL IMPACT:

Not applicable.

ATTACHMENTS:

2023 Annual Transit-Oriented Communities Report and Real Estate Inventory

Annual Report to the
UTA Board of Trustees

In compliance with
Board of Trustees Policy No. 5.2 Section B

**Transit-Oriented Communities Report
and
Real Estate Inventory**

2023



Executive Summary

Purpose

This annual report is provided to the UTA Board of Trustees (the “Board”) as information regarding UTA’s Transit-Oriented Communities (“TOC”) activities and real property holdings. It is prepared and submitted to the Board to comply with the following Board of Trustees Policies (“BTP”):

BTP 5.2: “The Executive Director must present an annual report to the Board of Trustees that includes an inventory of real property and a summary of property acquisitions and dispositions occurring since the previous year report. The Authority will classify real property as Transit Critical, Transit-Oriented Development, or Surplus.”

Annual TOC Report

This report includes a summary of UTA’s TOC activities including development, investment, and revenue data associated with active projects. Those projects include TOD’s at the Sandy Civic Center TRAX Station, the Jordan Valley TRAX Station, the South Jordan FrontRunner Station, the 3900 South Meadowbrook TRAX Station, and the Clearfield FrontRunner Station. Also included is a list of Station Area Plans (SAPs) completed in 2023.

In contrast to reports presented in prior years, this report does not include results of the TOD System Analysis Tool. Recent legislation required all cities with a fixed-guideway transit station to perform a SAP. SAPs include Implementation Plans that describe the process for preparing sites for development and are a more reliable indicator of TOD-readiness. Rather than relying on the TOD System Analysis Tool for site selection, "the Authority analyzes findings from SAPs, including feasibility of the Concept Plan and progress of the Implementation Plan, to determine if sites are prepared for development efforts" (BTP 5.1).

UTA and its partners have thirteen phases of TOD completed or under construction (one phase reported as active in the previous report has been delayed and removed from the list). These projects total 1,518 residential units, including 126 affordable units, 570,000 square feet of office, 50,000 square feet of retail, and a 192-room hotel. This constitutes nearly \$470 million in private investment and over \$44.3 million in UTA capital. UTA’s revenue to date totals \$49.6 million.

UTA continues to partner with communities, metropolitan planning organizations, and other key stakeholders to further transportation and land use planning efforts around transit hubs. Communities have made significant progress to meet the requirements of 2022’s House Bill 462 and are making substantive decisions to encourage transit-supportive development.

Real Estate Inventory

UTA owns and manages 2,384 acres of property. UTA acquired 24.7 acres and disposed 18.9 acres of property for a net increase of 5.8 acres. Properties were purchased for OGX, the new Bus Rapid Transit system in Ogden, and to preserve corridor for future transit expansion. Significant additional property was purchased in support of OGX and the Mid-Valley Connector (MVX) that will not be owned by UTA and are, therefore, not included in this report. The disposed property was dedicated to Clearfield City by plat per the terms of the board-approved Master Development Agreement. Also included in this report is a listing of each UTA-owned property, including its classification, square footage, location, and other key data. Other UTA property interests are also summarized.

2023 Transit-Oriented Communities (TOC) Annual Report

Development Data							Investment Data			Revenue Data			
Phase	Residential	Affordable Units	Office	Retail	Hotel	Property Contributed	UTA Capital	Third-Party Investment	2017-2021 Revenue	2022 Revenue	2023 Revenue	Revenue to Date	
Sandy Civic Center "The East Village"	Phase 1	269 units	0 units	0 sf	5,000 sf	0 rooms	5.29 acres	\$ 1,382,072	\$ 39,746,097	\$ 3,578,054	\$ -	\$ -	\$ 3,578,054
	Phase 2	0 units	0 units	60,000 sf	0 sf	0 rooms	2.37 acres	\$ 619,423	\$ 11,200,277	\$ 1,035,136	\$ -	\$ -	\$ 1,035,136
	Phase 3	67 units	0 units	0 sf	0 sf	0 rooms	0.75 acres	\$ 196,804	\$ 15,249,677	\$ 1,167,477	\$ -	\$ -	\$ 1,167,477
	Phase 4	0 units	0 units	150,000 sf	0 sf	0 rooms	6.50 acres	\$ 1,698,840	\$ 32,693,470	\$ 3,386,760	\$ -	\$ -	\$ 3,386,760
	Phase 5	304 units	0 units	0 sf	10,000 sf	0 rooms	6.05 acres	\$ 1,580,316	\$ 83,449,337	\$ -	\$ -	\$ -	\$ -
	Subtotal	640 units	0 units	210,000 sf	15,000 sf	0 rooms	20.96 acres	\$ 5,477,455	\$ 182,338,858	\$ 9,167,427	\$ -	\$ -	\$ 9,167,427
Jordan Valley Station	Phase 1	270 units	0 units	0 sf	0 sf	0 rooms	7.50 acres	\$ 1,687,002	\$ 34,691,968	\$ 9,970,077	\$ -	\$ -	\$ 9,970,077
	Parking	0 units	0 units	0 sf	0 sf	0 rooms	0.00 acres	\$ 3,896,000	\$ -	\$ 5,170,537	\$ -	\$ -	\$ 5,170,537
	Phase 2	207 units	0 units	0 sf	0 sf	0 rooms	2.43 acres	\$ 8,484,064	\$ 44,095,513	\$ 23,556,955	\$ -	\$ -	\$ 23,556,955
	Phase 3	0 units	0 units	0 sf	5,000 sf	0 rooms	1.50 acres	\$ 241,049	\$ 977,227	\$ 423,980	\$ -	\$ -	\$ 423,980
	Phase 4	243 units	0 units	0 sf	0 sf	0 rooms	2.30 acres	\$ 23,032,647	\$ 57,332,057	\$ -	\$ -	\$ -	\$ -
	Subtotal	720 units	0 units	0 sf	5,000 sf	0 rooms	13.73 acres	\$ 37,340,762	\$ 137,096,765	\$ 39,121,549	\$ -	\$ -	\$ 39,121,549
South Jordan Station "SoJo Station"	Phase 1	0 units	0 units	180,000 sf	5,000 sf	0 rooms	5.20 acres	\$ 500,000	\$ 32,759,199	\$ 291,616	\$ 108,110	\$ 145,095	\$ 544,821
	Phase 2	0 units	0 units	0 sf	5,000 sf	192 rooms	1.75 acres	\$ 500,000	\$ 47,264,118	\$ 6,287	\$ -	\$ 161,979	\$ 168,266
	Phase 3	0 units	0 units	180,000 sf	5,000 sf	0 rooms	4.55 acres	\$ 500,000	\$ 29,172,242	\$ 204,132	\$ 76,815	\$ 54,055	\$ 335,002
	Subtotal	0 units	0 units	360,000 sf	15,000 sf	192 rooms	11.50 acres	\$ 1,500,000	\$ 109,195,559	\$ 502,035	\$ 184,925	\$ 361,129	\$ 1,048,089
Meadowbrook Station "The Hub of Opportunity"	Phase 1	158 units	126 units	0 sf	15,000 sf	0 rooms	2.80 acres	N/A	\$ 40,248,790	\$ 103,550	\$ 103,550	\$ 103,550	\$ 310,650
	Subtotal	158 units	126 units	0 sf	15,000 sf	0 rooms	2.80 acres	N/A	\$ 40,248,790	\$ 103,550	\$ 103,550	\$ 103,550	\$ 310,650
Clearfield Station	Infrastructure*	0 units	0 units	0 sf	0 sf	0 rooms	18.90 acres	N/A	\$ 33,000,000	\$ -	\$ -	\$ -	\$ -
	Subtotal	0 units	0 units	0 sf	0 sf	0 rooms	18.90 acres	N/A	\$ 33,000,000	\$ -	\$ -	\$ -	\$ -
Program Total	13 Phases	1,518 units	126 units	570,000 sf	50,000 sf	192 rooms	48.99 acres	\$ 44,318,217	\$ 468,879,972	\$ 48,894,561	\$ 288,475	\$ 464,679	\$ 49,647,715
* under construction 8% affordable													
Station Area Planning	Completed in 2023												
	Roy Station*	Clearfield*		Midvale Center St.*		West Jordan City Center*		Lehi Central					
	Farmington Station	Midvale Ft Union*		Bingham Junction*		Historic Gardner*							
*awaiting adoption													

Report to the UTA Board of Trustees
REAL ESTATE INVENTORY
2023

UTA Owned Properties

UTA owns 828 properties.

UTA disposed of 18.9 acres and acquired 24.68 acres of property in 2023.

Total Acreage of Properties

2,384 acres

Breakdown of Property Category

(Properties have been reclassified to comply with board policy)

Transit Critical (TC)

2,283 acres

Transit-Oriented Development (TOD)

101 acres

Surplus (S)

0 acres

PROPERTY CATEGORY DEFINITIONS

Transit Critical (TC): any interest in real property, including, without limitation, fee simple ownership, leasehold, easement, franchises, and licenses that is now needed or may be needed in the future for the provision of transit services within the Authority's district.

Transit-Oriented Development (TOD): any interest in real property acquired by the Authority designated for Transit-Oriented Development.

Surplus (S): properties that have been identified as having no current or future transit use and no potential for Transit-Oriented Development.

Incidental Uses of UTA Properties

UTA licenses and leases property to third parties such as businesses, individuals, utility companies, and municipalities. A majority are licenses of utility crossings. The total number of agreements is as follows:

	<u>Effective</u>	<u>In Process</u>	<u>Total</u>
Licenses and leases as of 12/31/2023	3,203	53	3,256

Asset Protection Activities

Physical inspections during past 12 months:

- Tintic Branch
- DRGW Trail
- Central Avenue Sliver Parcel
- Bingham Industrial Lead
- Garfield Branch
- Trax Extension (10000 S. to Point of the Mountain)
- Provo Industrial Lead (Point of the Mountain to Lindon)
- Sugar House Branch
- Vacant parcels throughout Utah, SL, Davis, Weber, and Box Elder Counties

Other UTA Acquired Property Interests

UTA has acquired leasehold interests, easements, and licenses from third parties which are outlined below:

	<u>Number</u>	<u>Nature</u>
Leasehold Interests	43	<ul style="list-style-type: none">• (1) Delta Center TPSS Site• (12) Radio Tower Sites• (4) Access Agreements (Rose Canyon, Tooele Depot, Meadowbrook, Sugar House)• (6) Park and Ride Lots (U of U, Vineyard, Daybreak, West Valley City, 3900 S Wasatch, and SLC Hub)• (1) UVU Transit Police Micro Station• (19) Center Line Agreements (Provo, Orem, UDOT, SL Airport, SSLC, SLC, WVC, U of U, Ogden, Weber State University, McKay-Dee Hospital, SLCC, Murray, Taylorsville)
Easements	139	<ul style="list-style-type: none">• Airport Light Rail = 2 easements• Bus Rapid Transit = 9 easements• Bus Shelters = 33 easements• Commuter Rail North = 17 easements• Commuter Rail South = 57 easements• Depot District = 1 easement• Draper Light Rail = 7 easements• Mid-Jordan Light Rail = 6 easements• North-South Light Rail = 1 easement• Trax Power Substations = 1 easement• West Valley Light Rail = 5 easements
Licenses for Shared Parking	126	<ul style="list-style-type: none">• LDS Church, UDOT, SL County, Valley Fair Mall, South Towne Mall

Real Estate Inventory List Key

Project Identifies the UTA project with which the property is associated.

ALRT - Airport Light Rail	BPR- Bus Park & Ride
BRT - Bus Rapid Transit	BS- Bus Shelter
CF- Communications Facility	COM-N - Commuter Rail North
COM-S - Commuter Rail South	DD- Depot District Central Garage
DRLRT - Draper Light Rail	EIM - Eimco (Frontlines Headquarters)
FRNX – FrontRunner North Extension	FTU- Future Transit Use
JVTOD- Jordan Valley Transit Oriented Dev.	
MF- Maintenance Facility	MJLRT - Mid-Jordan Light Rail
NSLRT- North South Light Rail	OIH - Ogden Intermodal Hub
PI - Provo Industrial Lead	PIH - Provo Intermodal Hub
SLIM - Salt Lake Intermodal Hub	SP-1591- 1300 E 500 S Lft Turn
Sugar House- S-Line	TC- Transfer Center
ULRT- University Light Rail	UPRR- Union Pacific Railroad
WVLRT - West Valley Light Rail	

Project Code Identifies the abbreviation of which City the parcel is in or the corresponding project, and will be linked to a project number to assist in locating property on map

Project Number Property map identification number

Category Identifies the property category as either Transit Critical (TC), Transit-Oriented Development (TOD), or Surplus (S).

Fee SqFt Identifies the square footage of the land parcel

Street Address Identifies the address or other location description of the property

City Identifies the city within which the property is located

Bond Indicates whether or not the property is partially funded with bond money

Fed Indicates whether or not the property is partially funded with federal money

Un/Developed Indicates whether the property is currently undeveloped or is developed for transit use

Project	Project Code	Project #	Category	Fee SqFt	St. Address (+/-)	City	Bond	Fed	Un/Developed
ALRT	AP	006:A,:2A thru :13A	TC	491,612	(A-9A)3000, (10-13A) 4000 W North Temple; (As of 2013 - 51 N Bangerter Hwy, 3700 & 3701 W Terminal Dr., 3180 W EIGHTYW FWY, 3121 & 3119 & 3117 & 3527 & 3325 W North Temple St)	Salt Lake	NO	NO	Developed
ALRT	AP	012, 012:E	TC	4,308	2185 W North Temple St.	Salt Lake	YES	NO	Developed
ALRT	AP	138, 140, 145, 147, 148, 148:E	TC	81,178	540, 594, 564, 558 W North Temple (-013 = 140 N 600 W; -014 = 126 N 600 W; -015 = 118 N 600 W; -017	Salt Lake	YES	NO	Developed
ALRT	AP	139	TC	4,792	112 N 600 W	Salt Lake	NO	NO	Developed
ALRT	AP	141, 141:E 146, 146:E	TC	77,101	579 W North Temple	Salt Lake	NO	NO	Undeveloped
ALRT	AP	149	TC	85,729	155 N 500 W	Salt Lake	NO	NO	Developed
ALRT	AP	155:5, AP-200 North	TC	9,721	200-300 N along 500 W	Salt Lake	NO	NO	Developed
BPR	BPR	001	TC	198,198	2054 -2044 E 9400 S	Sandy	NO	YES	Developed
BPR	BPR	002	TC	40,075	9517 S Highland Dr	Sandy	NO	YES	Developed
BPR	BPR	003	TC	130,680	Riverdale Frontage Rd.	Riverdale	NO	YES	Developed
BRT	BRT	003	TC	82	3490 S 8000 W	Magna	YES	YES	Developed
BRT	BRT	006, 006:E, 006:2E	TC	529	SEC 900 W 3300 S	South Salt Lake	NO	NO	Developed
BRT	BRT	050	TC	73,486	6176 S 5600 W	West Valley	YES	NO	Undeveloped
BRT	BRT	051	TC	99,621	5527 W 3500 S	West Valley	NO	NO	Developed
BRT	FTU	026, RMP Easement Wright Subdivision	TC	43,560	3616 S Market St.	West Valley	NO	NO	Developed
BRT - Ogden	MSP185	001	TC	17,860	1341 Country Hills Dr.	Ogden	NO	YES	Developed
BRT - Ogden	MSP185	152	TC	35,284	3205 Harrison Blvd.	Ogden	NO	YES	Undeveloped
BRT - Ogden	MSP185	153:STC	TC	15,099	3195 Harrison Blvd.	Ogden	NO	YES	Developed
BS	FTU	017, 017:E	TC	101	1050 W Riverdale Rd.	Riverdale	NO	YES	Developed
BS	FTU	018, 018:E	TC	60	5570 S 1900 W	Roy	NO	YES	Developed
BS	FTU	020, 020:E	TC	77	20 E Winchester St.	Murray	NO	NO	Developed
BS	FTU	028	TC	93	4435 S Highland Dr.	Salt Lake	NO	YES	Developed
BS	FTU	1360, 1360:E	TC	71	1360 E 1450 S	Layton	NO	NO	Developed
BS	FTU	2, 2:E	TC	116	880 W Riverdale Rd.	Riverdale	NO	NO	Developed
BS	FTU	5311, 5311:E	TC	19	5311 S State St.	Murray	NO	NO	Developed
BS	FTU	955, 955:E	TC	103	955 W 12th St.	Ogden	NO	NO	Developed

Project	Project Code	Project #	Category	Fee SqFt	St. Address (+/-)	City	Bond	Fed	Un/Developed
CF	CF	001	TC	2,062,130	SW SL County / nW Utah County	Unincorporated	NO	NO	Developed
CF	CF	002	TC	51,400	Top of Little Mountain	Weber County	NO	NO	Developed
COM-N	AMEND:10	001	TC	680	UTA XO X120(600 N)	Salt Lake County	NO	YES	Developed
COM-N	AMEND:10	002	TC	299	1050 N Grade Crossing	Salt Lake County	NO	YES	Developed
COM-N	AMEND:10	003	TC	265	UTA To T120 to Yard Trk 103	Salt Lake County	NO	YES	Developed
COM-N	AMEND:10	004	TC	4,263	I-15 SLC Sliver, Sec 14, T1n, R1W	Salt Lake County	NO	YES	Developed
COM-N	AMEND:10	005	TC	4,996	I-15 Ogden Sliver, Sec 31, T6n, R1W	Ogden	NO	YES	Developed
COM-N	AMEND:10	006	TC	540	UTA To T910 to UTA Storage Trk#2	Ogden	NO	YES	Developed
COM-N	AMEND:10	007	TC	217	UTA To T940 & T960 To UTA #2	Ogden	NO	YES	Developed
COM-N	AMEND:10	008	TC	47,730	UDOT M-2038(001)		NO	YES	Developed
COM-N	AMEND:10	009	TC	12,881	UDOT NS-560(1)		NO	YES	Developed
COM-N	AMEND:10	010	TC	3,193	UPRR 03-099-0018 (Sliver adjacent M-2038(001))		NO	YES	Developed
COM-N	AMEND:10	011	TC	66,857	Cecil Junction to 15th St.	Ogden	NO	YES	Developed
COM-N	CLD	002	TC	22,367	1700 S 1000 E	Clearfield	NO	NO	Developed
COM-N	CLD	003	TC	3,636	1600 S 900 E	Clearfield	YES	NO	Developed
COM-N	CLD	006	TC	1,307	1080 S 550 E	Clearfield	NO	YES	Undeveloped
COM-N	CLD	007	TC	3,485	1078 S 550 E	Clearfield	YES	YES	Developed
COM-N	CLD	008, 009, 010	TC	17,313	430 E 700 S	Clearfield	YES	YES	Developed
COM-N	CLD	011	TC	4,356	342 E 700 S	Clearfield	YES	YES	Developed
COM-N	CLD	012	TC	3,485	340 E 700 S	Clearfield	YES	YES	Developed
COM-N	CLD	014	TC	1,307	305 E 700 S	Clearfield	YES	YES	Developed
COM-N	CLD	015	TC	436	650 S Depot St.	Clearfield	YES	YES	Developed
COM-N	CLD	063	TC	240	S of Antelope 1000 E	Clearfield	NO	YES	Developed
COM-N	FAR	034	TC	5,349	SW quadrant Burke Lane and I-15	Farmington	YES	YES	Developed
COM-N	FAR	034B	TC	3,466	SW quadrant Burke Lane	Farmington	YES	YES	Developed
COM-N	FAR	15-7:12:AQ	TOD	186,446	450 N 850 W	Farmington	NO	NO	Developed
COM-N	FAR	15-7:13D:Q	TOD	159,168	450 N 850 W	Farmington	NO	NO	Developed
COM-N	KAY	008	TC	871	151 N 600 W	Kaysville	YES	YES	Developed
COM-N	KAY	038, 038:E	TC	526	5000 S of Old Mill Lane	Kaysville	YES	YES	Developed
COM-N	KAY	039	TC	128	Old Mill Village Phase 2A Open Space A	Kaysville	YES	YES	Developed
COM-N	KAY	066	TC	360	520 N 900 W	Kaysville	YES	YES	Developed

Project	Project Code	Project #	Category	Fee SqFt	St. Address (+/-)	City	Bond	Fed	Un/Developed
COM-N	LTN	002	TC	2,538	200 S Main St.	Layton	YES	YES	Developed
COM-N	LTN	003:T	TC	20,471	170 S Main St.	Layton	YES	YES	Developed
COM-N	LTN	004:T	TC	37,073	164 S Main St.	Layton	YES	YES	Developed
COM-N	LTN	009:T	TC	83,192	36 S Main St.	Layton	YES	YES	Developed
COM-N	LTN	010:T	TC	30,263	130 W Gentile St.	Layton	NO	YES	Developed
COM-N	LTN	011	TC	3,325	133 W Gentile St.	Layton	NO	YES	Developed
COM-N	LTN	012	TC	1,457	145 W Gentile St.	Layton	YES	YES	Developed
COM-N	LTN	013	TC	104	175 W Gentile St. (NE side)	Layton	YES	YES	Developed
COM-N	LTN	020	TC	764	SW Corner COM-N & King St.	Layton	YES	YES	Developed
COM-N	LTN	026	TC	1,022	1033 W Hillfield Rd.	Layton	YES	YES	Developed
COM-N	LTN	029	TC	3,549	200 W Gordon Ave.	Layton	YES	YES	Developed
COM-N	LTN	089, 089:E, 089:2E	TC	83	1755 N Celia Way	Layton	YES	NO	Developed
COM-N	LTN	090, 90:E, 90:2E	TC	16	1759 N Celia Way	Layton	YES	NO	Developed
COM-N	LTN	100	TC	295	943 S 250 E	Layton	YES	YES	Developed
COM-N	NSL	004	TC	852	100 W Center St.	North Salt Lake	YES	YES	Developed
COM-N	NSL	012	TC	174	100 N west of Main	North Salt Lake	YES	YES	Developed
COM-N	NSL	012A	TC	326	100 N west of Main	North Salt Lake	NO	NO	Developed
COM-N	NSL	016	TC	2,773	685 N Main St.	North Salt Lake	NO	YES	Developed
COM-N	NSL	017	TC	7,606	25 E Pacific Ave.	North Salt Lake	YES	YES	Developed
COM-N	NSL	018	TC	9,784	20 E Union Ave.	North Salt Lake	YES	YES	Developed
COM-N	NSL	019	TC	16,169	25 E Union Ave.	North Salt Lake	YES	YES	Developed
COM-N	NSL	020	TC	896	130 E 1100 N	North Salt Lake	YES	YES	Developed
COM-N	NSL	021	TC	38	1000 W 2600 S	Woods Cross	NO	NO	Developed
COM-N	OGD	014	TC	593	701 San Jose St.	Ogden	YES	YES	Developed
COM-N	OGD	040	TOD	403,540	22nd - 23rd St W of Wall Ave.	Ogden	NO	YES	Developed/Undeveloped
COM-N	OGD	055	TC	829	1700 S Glasgow Ave.	Ogden	NO	YES	Developed
COM-N	OGD	057	TC	7,472	1700 S Glasgow Ave.	Ogden	NO	YES	Developed
COM-N	OGD	058	TC	414	424 W 17th St.	Ogden	NO	YES	Developed
COM-N	OGD	061	TC	151	424 W 17th St.	Ogden	NO	YES	Developed
COM-N	PLV	009	TC	114	2650 N 1150 W	Pleasant View	YES	YES	Developed
COM-N	PLV	010 & 013	TC	49,223	1157 W 2700 N	Pleasant View	YES	YES	Developed

Project	Project Code	Project #	Category	Fee SqFt	St. Address (+/-)	City	Bond	Fed	Un/Developed
COM-N	PLV	011	TC	1,405	2660 N 1150 W	Pleasant View	YES	YES	Developed
COM-N	PLV	015	TC	382,631	1100 W 2700 N	Pleasant View	YES	YES	Developed/Undeveloped
COM-N	ROW:UP	001	TC	2,128,777	Corridor	Various	NO	YES	Preserved Corridor
COM-N	ROY	001	TC	4,131	2365 W 6000 S	Roy	NO	YES	Developed
COM-N	ROY	021	TC	369	5189 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	022	TC	456	5177 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	023	TC	419	5159 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	024	TC	392	5147 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	025	TC	395	5129 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	026	TC	431	5105 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	027	TC	428	5099 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	028	TC	451	5089 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	029	TC	282	5077 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	030	TC	224	5065 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	031	TC	214	5057 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	032	TC	140	5045 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	033	TC	107	5039 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	034	TC	115	5033 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	035	TC	75	5021 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	036	TC	86	5015 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	037	TC	149	5007 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	038	TC	202	5001 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	039	TC	168	4997 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	040	TC	199	4977 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	041	TC	188	4969 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	042	TC	233	4961 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	043	TC	335	4951 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	044	TC	367	4949 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	045	TC	444	4939 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	046	TC	398	4919 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	047	TC	429	4901 S 2675 W	Roy	YES	YES	Developed

Project	Project Code	Project #	Category	Fee SqFt	St. Address (+/-)	City	Bond	Fed	Un/Developed
COM-N	ROY	048	TC	469	4897 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	049	TC	475	4877 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	050	TC	446	4875 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	051	TC	370	4863 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	052	TC	234	4851 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	053	TC	54	4841 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	055	TC	456	4809 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	056	TC	671	2684 W 4800 S	Roy	YES	YES	Developed
COM-N	ROY	057	TC	347	4777 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	058	TC	409	4765 S 2675 W	Roy	YES	NO	Developed
COM-N	ROY	059	TC	374	4753 S 2675 W	Roy	YES	NO	Developed
COM-N	ROY	060	TC	307	4741 S 2675 W	Roy	YES	NO	Developed
COM-N	ROY	061	TC	297	4733 S 2675 W	Roy	YES	YES	Developed
COM-N	ROY	062	TC	344	4721 S 2675 W	Roy	YES	NO	Developed
COM-N	ROY	063	TC	368	4713 S 2675 W	Roy	YES	NO	Developed
COM-N	ROY	105:T	TC	4,227	706 W 4075 S	Roy	YES	NO	Developed
COM-N	ROY	106:T	TOD	884,707	2450 W 4000 S	Roy	YES	YES	Developed/Undeveloped
COM-N	ROY	110	TC	18,669	3900 S to 1900 W	Roy	NO	YES	Developed
COM-N	ROY	111	TC	4,074	2000 W 3650 S	Roy	NO	NO	Developed
COM-N	ROY	111B	TC	662	2000 W 3650 S	Roy	NO	NO	Developed
COM-N	ROY	112	TC	337	2460 W 4000 S	Roy	YES	NO	Developed
COM-N	SLC	020	TC	51,401	476 W 200 N	Salt Lake	YES	YES	Developed
COM-N	SLC	021	TC	7,811	476 W 200 N	Salt Lake	YES	YES	Developed
COM-N	SLC	021B	TC	2,178	476 W 200 N	Salt Lake	YES	YES	Developed
COM-N	SLC	022	TC	42,689	476 W 200 N	Salt Lake	YES	YES	Developed
COM-N	SLC	023	TC	30,928	476 W 300 N	Salt Lake	YES	YES	Developed
COM-N	SLC	024	TC	29,621	476 W 500 N	Salt Lake	YES	YES	Developed
COM-N	SNT	089	TC	52	2191 N 450 W	Sunset	YES	YES	Developed
COM-N	SNT	090	TC	118	2205 N 450 W	Sunset	YES	YES	Developed
COM-N	SNT	091	TC	141	2219 N 450 W	Sunset	YES	NO	Developed
COM-N	SNT	092	TC	161	2233 N 450 W	Sunset	YES	YES	Developed

Project	Project Code	Project #	Category	Fee SqFt	St. Address (+/-)	City	Bond	Fed	Un/Developed
COM-N	SNT	093	TC	181	2247 N 450 W	Sunset	YES	YES	Developed
COM-N	SNT	094	TC	201	2261 N 450 W	Sunset	YES	YES	Developed
COM-N	SNT	095:T	TC	9,148	2300 N 450 W	Sunset	YES	YES	Developed
COM-N	SNT	096	TC	365	2331 N 475 W	Sunset	YES	YES	Developed
COM-N	SNT	096B, 96:BE	TC	40	482 W 2300 N	Sunset	YES	YES	Developed
COM-N	SNT	096D	TC	206	482 W 2300 N	Sunset	YES	YES	Developed
COM-N	SNT	097	TC	175	2353 N 475 W	Sunset	YES	YES	Developed
COM-N	SNT	098	TC	242	2367 N 475 W	Sunset	YES	YES	Developed
COM-N	SNT	099	TC	202	2383 N 475 W	Sunset	YES	YES	Developed
COM-N	SNT	100	TC	199	2397 N 475 W	Sunset	YES	YES	Developed
COM-N	SNT	101	TC	190	2413 N 475 W	Sunset	NO	YES	Developed
COM-N	SNT	102	TC	148	2429 N 475 W	Sunset	YES	YES	Developed
COM-N	SNT	103	TC	273	2441 N 475 W	Sunset	YES	YES	Developed
COM-N	SNT	104	TC	385	2443 N Sequoia Dr.	Sunset	YES	YES	Developed
COM-N	SNT	105	TC	515	W Terminus of Santa Ana St. and 475 W	Sunset	YES	YES	Developed
COM-N	SNT	106	TC	10,368	2450 N 475 W	Sunset	YES	YES	Developed
COM-N	WBL	004	TC	130,244	350 N and I-15 Sbound Ramp	West Bountiful	NO	NO	Undeveloped
COM-N	WBL	005	TC	130,244	300 N I-15 S Bound On Ramp	West Bountiful	NO	NO	Undeveloped
COM-N	WBL	023	TC	456	1168 N 550 W	West Bountiful	YES	YES	Developed
COM-N	WBL	045	TC	469	1800 N 500 W	West Bountiful	YES	YES	Developed
COM-N	WBL	045:B, 045:E	TC	121	1800 N 500 W	West Bountiful	YES	YES	Developed
COM-N	WBL	045:D	TC	84	1800 N 500 W	West Bountiful	NO	YES	Developed
COM-N	WBL	046	TC	252	500 S and 1100 W to I-15	West Bountiful	NO	NO	Developed
COM-N	WCU	001	TC	690	1850 W 3300 S	Weber County	NO	YES	Developed
COM-N	WCU	002	TC	523	1561 W 3300 S	Weber County	YES	YES	Developed
COM-N	WCU	005	TC	871	1440 W 3300 S	Weber County	YES	YES	Developed
COM-N	WX	001	TC	28	1000 W 2600 S	Woods Cross	YES	YES	Developed
COM-N	WX	002	TC	22,664	245 E 1100 N	Woods Cross	YES	YES	Developed
COM-N	WX	005	TC	113	2224 S 925 W	Woods Cross	YES	YES	Developed
COM-N	WX	005:B	TC	75	2224 S 925 W	Woods Cross	NO	YES	Developed
COM-N	WX	035, 035:B	TC	902	885 W 1500 S	Woods Cross	YES	YES	Developed

Project	Project Code	Project #	Category	Fee SqFt	St. Address (+/-)	City	Bond	Fed	Un/Developed
COM-N	WX	052	TC	395	1104 S 800 W	Woods Cross	YES	YES	Developed
COM-N	WX	053	TC	488	1088 S 800 W	Woods Cross	YES	YES	Developed
COM-N	WX	054	TC	2,515	1040 S 800 W	Woods Cross	YES	YES	Developed
COM-N	WX	055	TC	365	986 S 800 W	Woods Cross	YES	YES	Developed
COM-N	WX	056	TC	5,227	960 S 800 W	Woods Cross	YES	YES	Developed
COM-N	WX	057	TC	98,010	918 S 800 W	Woods Cross	YES	YES	Developed
COM-N	WX	058:T	TC	90,169	898 S 800 W	Woods Cross	YES	YES	Developed
COM-N	WX	059:T	TC	42,253	826 S 800 W	Woods Cross	YES	YES	Developed
COM-N	WX	060:T	TC	14,375	800 S 800 W	Woods Cross	YES	YES	Developed
COM-N	WX	061, 061:T	TC	56,716	784 S 800 W	Woods Cross	NO	YES	Developed
COM-N	WX	062	TC	124,320	766 W 700 S	Woods Cross	YES	NO	Developed/Undeveloped
COM-N	WX	063:T	TC	69,565	728 W 700 S	Woods Cross	NO	YES	Developed/Undeveloped
COM-N	WX	065, 066, 066EQ	TC	1,228	700 S 800 W	Woods Cross	NO	YES	Developed
COM-N	WX	067, 067:E	TC	172	700 S 800 W	Woods Cross	NO	YES	Developed
COM-S	AMEND:11	001	TC	29,549	MP 757.25-757.28 and 705.73-706.10 Lakota Jct.	Provo	NO	NO	Developed
COM-S	AMEND:11	002	TC	1,504	MP 757.11-757.18 Lakota Jct.	Provo	NO	NO	Developed
COM-S	AMEND:11	003	TC	56,279	MP 711.02 - 711.95		NO	NO	Developed
COM-S	AMEND:11	004	TC	10,937	MP 713.13 - 714.40 - Tract 1	American Fork	NO	NO	Developed
COM-S	AMEND:11	005	TC	69,511	MP 713.13-714.40 - Tract 2	American Fork	NO	NO	Developed
COM-S	AMEND:11	006	TC	107,967	MP 715.01 - 716.53	Lehi	NO	NO	Developed
COM-S	AMEND:11	007	TC	12,239	MP 717.25-717.55 - Tract 1	Lehi	NO	NO	Developed
COM-S	AMEND:11	008	TC	18,191	MP 717.04-717.23 - Tract 2	Lehi	NO	NO	Developed
COM-S	AMEND:11	009	TC	7,592	MP 716.61-716.69 - Tract 3	Lehi	NO	NO	Developed
COM-S	AMEND:11	010	TC	5,520	MP 716.55-716.60 Tract 4	Lehi	NO	NO	Developed
COM-S	AMEND:11	011	TC	198,581	Mesa Siding relocation & S Jordan narrows MP 719.65 to 721.85		NO	NO	Developed
COM-S	AMEND:11	012	TC	383,930	Relocate UPRR to the E MP 722.11-724.53		NO	NO	Developed
COM-S	AMEND:11	013	TC	47,012	MP 725.40 - 726.31	Bluffdale	NO	NO	Developed
COM-S	AMEND:11	014	TC	12,307	Sliver Parcel (not in 2002 PSA) MP 728.61 to 728.68	Bluffdale	NO	NO	Developed
COM-S	AMEND:11	015	TC	4,741	MP 732.08 - 732.32 - Tract 1	Sandy	NO	NO	Developed
COM-S	AMEND:11	016	TC	59	MP 732.03 - 732.04 - Tract 2	Sandy	NO	NO	Developed

Project	Project Code	Project #	Category	Fee SqFt	St. Address (+/-)	City	Bond	Fed	Un/Developed
COM-S	AMEND:11	017	TC	418,960	Orange Area (6.2 map 5) MP 732.04-732.08	Sandy	NO	NO	Developed
COM-S	AMEND:11	018	TC	10,312	UTA Curve 1520 (N of 9000 S) MP 732.90 to 733.12		NO	NO	Developed
COM-S	AMEND:11	019	TC	64,708	MP 733.88 to 734.96		NO	NO	Developed
COM-S	AMEND:11	020	TC	2,878	Curve 1640 (S of 5900 S) MP 736.44 to 736.57		NO	NO	Developed
COM-S	AMEND:11	021	TC	164,103	Sliver Parcel MP 738.02 to 738.25		NO	NO	Developed
COM-S	AMEND:11	022	TC	202,327	MP 741.57 to 742.28		NO	NO	Developed
COM-S	AMEND:11	023	TC	6,308	MP 752.32-752.40	Provo	NO	NO	Developed
COM-S	AMEND:12	001	TC	25,258	Salt Lake County, Provo Subdivision, 3.4c (Midvale Pinch 735.84-736.18)	Midvale	NO	NO	Developed
COM-S	AMEND:12	002	TC	52,117	Salt Lake Co., Provo Sub. 3.4c (S of 1300 S 743.57 to 743.63 & 1300 S to Martin Resources 743.64 to 743.76 & SLC 34 743.75 to 743.81)	Salt Lake	NO	NO	Developed
COM-S	AMEND:12	3	TC	38,088	Salt Lake Co, Provo Sub, 3.4c	Salt Lake	NO	NO	Developed
COM-S	AMEND:12	004	TC	5,524	Salt Lake Co, Provo Sub, 3.4c	Salt Lake	NO	NO	Developed
COM-S	AMF	001	TC	67,407	Corridor / N of Vineyard Rd	Lindon	YES	NO	Developed
COM-S	AMF	004	TC	117,399	200 N 2600 W	Lindon	YES	NO	Developed
COM-S	AMF	007, 006:E, 007:E, 007:2E, 007:3E	TC	1,251	Portion of 6400 N 56050 W	American Fork	NO	NO	Developed
COM-S	AMF	009, 010	TC	28,312	Corridor / N of 1500 S	American Fork	YES	NO	Developed
COM-S	AMF	011, 011:E	TC	28,446	5296 W 6400 N	American Fork	YES	NO	Undeveloped
COM-S	AMF	012	TC	1,729	1300 S 500 E	American Fork	YES	NO	Developed
COM-S	AMF	013	TC	33,934	Corridor Parcel S of 1100 S	American Fork	YES	NO	Developed
COM-S	AMF	014, 014:ST	TC	66,228	1150 S 500 E	American Fork	YES	NO	Developed
COM-S	AMF	015	TC	3,514	398 E 1100 S	American Fork	YES	NO	Developed
COM-S	AMF	016	TC	28,998	Corridor Parcel N of 1100 S	American Fork	YES	NO	Developed
COM-S	AMF	017, 018, 019	TC	63,508	850 N 860 E	American Fork	YES	NO	Developed
COM-S	AMF	020	TC	35,290	Corridor Parcel S of 5750 W	American Fork	YES	NO	Developed
COM-S	AMF	021, 021:E, 021:2E	TC	44,074	7405 N 5750 W	American Fork	YES	NO	Developed
COM-S	AMF	022	TC	3,225	500 S 100 W	American Fork	YES	NO	Developed
COM-S	AMF	023, 024, 025, 026, 027, 028, 028:ST	TC	18,925	383 S, 415 S, 417 S, 431 S, 433 S, 50 W Circle	American Fork	YES	NO	Developed
COM-S	AMF	029, 030	TC	8,037	400 S 100 W	American Fork	YES	NO	Developed
COM-S	AMF	031, 031:E, 032, 032:E	TC	14,465	Corridor Parcel N of 100 W	American Fork	NO	NO	Developed

Project	Project Code	Project #	Category	Fee SqFt	St. Address (+/-)	City	Bond	Fed	Un/Developed
COM-S	AMF	033	TC	3,118	Corridor Parcel S of Storrs Ave.	American Fork	YES	NO	Developed
COM-S	AMF	049; 049:E	TC	10,816	463 W 200 S	American Fork	YES	NO	Developed
COM-S	AMF	051	TC	20,405	410 W 200 S	American Fork	YES	NO	Developed
COM-S	AMF	052	TC	24,221	Corridor Parcel E of AmFk Station	American Fork	YES	NO	Developed
COM-S	AMF	053, 054, 055	TC	27,924	6670 W 7750 N & 7086 W 7750 N & 7110 W 7750 N	American Fork	YES	NO	Developed
COM-S	AMF	056 (Parcel 2)	TC	20,000	6786 W 7750 N	American Fork	YES	NO	Developed
COM-S	AMF	056 (Parcel 1)	TC	313,234	6786 W 7750 N	American Fork	YES	NO	Undeveloped
COM-S	AMF	058, 059	TC	75,505	7800 N 6800 W	American Fork	NO	NO	Developed
COM-S	AMF	060	TC	8,146	Corridor Parcel W of AmFk Station	American Fork	NO	NO	Developed
COM-S	AMF	066	TC	2,903	6500 N 5300 W	American Fork	YES	NO	Developed
COM-S	BLU	001, 001:E, 038:E	TC	10,555	900 W 1700 S	Bluffdale	NO	NO	Developed
COM-S	BLU	002, 002B	TC	50,990	1302 W Jordan Narrows Rd.	Bluffdale	YES	NO	Developed
COM-S	BLU	006, 008	TC	33,886	16311 S Camp Williams Rd.	Riverton	YES	NO	Developed
COM-S	BLU	009	TC	8,458	1361 W 16101 S	Bluffdale	YES	NO	Developed
COM-S	BLU	015, 015:E, 015:2E, 040	TC	14,446	1300 W 15200 S	Bluffdale	YES	NO	Developed
COM-S	BLU	016, 016B, 016:2E, 016:3E, 017, 017B, 017:2E, 017:3E	TC	5,526	14820 S 1300 W	Bluffdale	YES	NO	Developed
COM-S	BLU	018	TC	70,928	14871 S 1300 W	Riverton	NO	NO	developed
COM-S	BLU	019, 020	TC	2,047,473	1269 W 14600 S	Bluffdale	NO	NO	Undeveloped
COM-S	BLU	023	TC	18,876	800 W 14600 S	Bluffdale	YES	NO	Developed
COM-S	BLU	024	TC	1,680	1012 W 14600 S	Bluffdale	YES	NO	Developed
COM-S	BLU	029	TOD	256,133	613 W 13300 S	Draper	NO	NO	Developed/Undeveloped
COM-S	BLU	031	TC	648	451 W 13124 S (12673 Vista Station Blvd)	Bluffdale	NO	NO	Developed
COM-S	BLU	032	TC	455	451 W 13124 S (12673 Vista Station Blvd)	Bluffdale	NO	NO	Developed
COM-S	BLU	033, 33:2, 33:3	TC	3,621	16131 S Camp Williams Rd.	Bluffdale	YES	NO	Developed
COM-S	BLU	034, 035, 035:ST	TC	71,249	1200 W 16000 S	Bluffdale	YES	NO	Developed
COM-S	BLU	041	TC	7,085	15500 S 1300 W	Bluffdale	NO	NO	Developed
COM-S	BLU	044	TC	772	15301 S 1300 W	Bluffdale	YES	NO	Developed
COM-S	DRA	001, 001:B, 001:E	TC	33,164	438 W 12300 S	Draper	YES	NO	Developed
COM-S	DRA	002	TC	6,067	477 W 12300 S	Draper	NO	NO	Developed
COM-S	DRA	005:T, 007:T	TC	13,649	484 W 12300 S	Draper	NO	NO	Developed
COM-S	DRA	006:T	TC	1,221	482 W 12301 S	Draper	NO	NO	Developed

Project	Project Code	Project #	Category	Fee SqFt	St. Address (+/-)	City	Bond	Fed	Un/Developed
COM-S	DRA	008:T	TC	4,653	472 W 12300 S	Draper	NO	NO	Developed
COM-S	DRA	009:T	TC	61,043	490 W 12101 S	Draper	NO	NO	Developed
COM-S	DRA	010:T	TC	5,977	11875 S 700 W	Draper	NO	NO	Developed
COM-S	DRA	011:T	TC	4,235	11875 S 700 W	Draper	NO	NO	Developed
COM-S	DRA	012, 012:E, 012:2E	TC	35,314	11875 S 700 W	Draper	YES	NO	Undeveloped
COM-S	DRA	013, 013:E	TC	51,948	11713 S 700 W	Draper	YES	NO	Developed
COM-S	DRA	015	TC	2,747	501 W 12300 S	Draper	YES	NO	Developed
COM-S	DRA	016	TC	359	12225 S Galena Park Blvd.	Draper	YES	NO	Developed
COM-S	DRA	018:T	TC	40,458	483 W 12300 S	Draper	NO	NO	Developed
COM-S	LEH	002, 002:E, 002:2E	TC	395	700 S Center St.	Lehi	YES	NO	Developed
COM-S	LEH	008, 008:E; 008:B, 008:2E	TC	97	431 W 200 S	Lehi	YES	NO	Developed
COM-S	LEH	009, 009:E, 010B	TC	1,654	404 W 200 S	Lehi	YES	NO	Developed
COM-S	LEH	010:ST, 010:A	TC	4,050	143 S 400 W	Lehi	YES	NO	Developed
COM-S	LEH	011	TC	869	411 W 100 S	Lehi	YES	NO	Developed
COM-S	LEH	012, 082	TC	1,455	portion of 420 W 100 S	Lehi	YES	NO	Developed
COM-S	LEH	013, 013:E	TC	1,474	441 W Main St.	Lehi	NO	NO	Developed
COM-S	LEH	014:T, 014B	TC	1,288	430 W Main & 41 N 400 W	Lehi	YES	NO	Developed
COM-S	LEH	015:T, 015B	TC	555	65 N 400 W	Lehi	YES	NO	Developed
COM-S	LEH	016	TC	8	Rodeo / 500 W	Lehi	NO	NO	Developed
COM-S	LEH	017	TC	32	Rodeo / 500 W	Lehi	NO	NO	Developed
COM-S	LEH	018:T; 018B	TC	1,070	93 N 400 W	Lehi	YES	NO	Developed
COM-S	LEH	022, 022:E	TC	2,178	Corridor Parcel W of Rodeo Grounds	Lehi	NO	NO	Developed
COM-S	LEH	023, 023:E	TC	414	Corridor by Allred Park	Lehi	YES	NO	Developed
COM-S	LEH	024	TC	3,495	Corridor by Allred Park	Lehi	NO	NO	Developed
COM-S	LEH	025	TC	9,625	620 N Woods Dr.	Lehi	YES	NO	Developed
COM-S	LEH	026, 026:E, 026:2E	TC	13	644 N Woods Dr.	Lehi	YES	NO	Developed
COM-S	LEH	027, 027:E, 027:2E	TC	618	660 N Woods Dr.	Lehi	YES	NO	Developed
COM-S	LEH	028, 028:E, 28:2E	TC	422	680 N Woods Dr.	Lehi	YES	NO	Developed
COM-S	LEH	029, 029:E, 029:2E	TC	422	706 N Woods Dr.	Lehi	YES	NO	Developed
COM-S	LEH	030, 030:E, 030:2E, 030:3E	TC	433	726 N Woods Dr.	Lehi	YES	NO	Developed
COM-S	LEH	031, 031:E, 031:2E, 031:3E	TC	485	748 N Woods Dr.	Lehi	YES	NO	Developed

Project	Project Code	Project #	Category	Fee SqFt	St. Address (+/-)	City	Bond	Fed	Un/Developed
COM-S	LEH	032, 032:E, 032:2E, 032:3E	TC	667	768 N Woods Dr.	Lehi	YES	NO	Developed
COM-S	LEH	033, 033:E	TC	820	782 N Woods Dr.	Lehi	NO	NO	Developed
COM-S	LEH	034, 034:E, 034:2E	TC	96	812 N Timber Dr.	Lehi	YES	NO	Developed
COM-S	LEH	035, 035:E, 035:2E	TC	623	826 N Timber Dr.	Lehi	YES	NO	Developed
COM-S	LEH	036, 036:E	TC	352	850 N Timber Dr.	Lehi	YES	NO	Developed
COM-S	LEH	037, 037:E, 037:2E	TC	360	862 N Timber Dr.	Lehi	YES	NO	Developed
COM-S	LEH	038, 038:E, 038:2E	TC	544	876 N Timber Dr.	Lehi	YES	NO	Developed
COM-S	LEH	039, 039:E, 039:2E	TC	18,553	Corridor N of 900 N St.	Lehi	YES	NO	Developed
COM-S	LEH	040, 040:E, 040:2E	TC	20,047	1200 W 1220 N	Lehi	YES	NO	Developed
COM-S	LEH	041, 041:E	TC	5,099	1346 W 1220 N	Lehi	YES	NO	Developed
COM-S	LEH	042, 042:E	TC	5,709	1500 W 1350 N	Lehi	YES	NO	Developed
COM-S	LEH	043, 043:E	TC	11,607	1600 W 1500 N	Lehi	YES	NO	Developed
COM-S	LEH	045, 045:E, 046, 047	TC	28,903	9152 W 9600 N	Lehi	YES	NO	Developed
COM-S	LEH	048, 048:E	TC	977	Greenfield Park	Lehi	NO	NO	Developed
COM-S	LEH	049, 049:E	TC	1,228	1839 W 1835 N	Lehi	YES	NO	Developed
COM-S	LEH	050, 050:E	TC	795	1848 W 1835 N	Lehi	YES	NO	Developed
COM-S	LEH	051, 051:E	TC	1,076	1884 N 1935 W	Lehi	YES	NO	Developed
COM-S	LEH	052, 052:E	TC	733	1915 N 1935 W	Lehi	YES	NO	Developed
COM-S	LEH	053, 053:E	TC	11,166	Corridor S of 2100 N St.	Lehi	YES	NO	Developed
COM-S	LEH	054, 054:E	TC	10	2218 N 2230 W	Lehi	YES	NO	Developed
COM-S	LEH	055, 055:E	TC	744	2124 N 2230 W	Lehi	YES	NO	Developed
COM-S	LEH	056, 056:E	TC	364	2136 N 2230 W	Lehi	NO	NO	Developed
COM-S	LEH	057, 057:E	TC	260	2142 n 2230 W	Orem	YES	NO	Developed
COM-S	LEH	058, 058:E	TC	260	2150 N 2230 W	Lehi	YES	NO	Developed
COM-S	LEH	059, 059:E	TC	260	2158 N 2230 W	Lehi	YES	NO	Developed
COM-S	LEH	060, 060:E	TC	260	2168 N 2230 W	Lehi	YES	NO	Developed
COM-S	LEH	061, 061:E	TC	260	2178 N 2230 W	Lehi	YES	NO	Developed
COM-S	LEH	062, 062:E	TC	253	2266 N 2230 W	Lehi	YES	NO	Developed
COM-S	LEH	063, 063:E	TC	491	2192 N 2230 W	Lehi	YES	NO	Developed
COM-S	LEH	064, 064:E	TC	19	2238 W 2150 N	Lehi	YES	NO	Developed
COM-S	LEH	065, 065:E	TC	151	2208 N 2270 W	Lehi	YES	NO	Developed

Project	Project Code	Project #	Category	Fee SqFt	St. Address (+/-)	City	Bond	Fed	Un/Developed
COM-S	LEH	066, 066:E	TC	427	2218 N 2270 W	Lehi	YES	NO	Developed
COM-S	LEH	067, 067:E	TC	478	2230 N 2270 W	Lehi	YES	NO	Developed
COM-S	LEH	068, 068:E	TC	370	2235 N 2270 W	Lehi	YES	NO	Developed
COM-S	LEH	069, 069:E, 069:2E	TC	378	2280 N 2350 W	Lehi	YES	NO	Developed
COM-S	LEH	070, 070:E	TC	314	2288 N 2350 W	Lehi	YES	NO	Developed
COM-S	LEH	071, 071:E	TC	247	2296 N 2350 W	Lehi	YES	NO	Developed
COM-S	LEH	072, 072:E	TC	206	2304 N 2350 W	Lehi	YES	NO	Developed
COM-S	LEH	073, 073:E	TC	288	2316 N 2350 W	Lehi	YES	NO	Developed
COM-S	LEH	074	TC	511	2332 N 2350 W	Lehi	NO	NO	Developed
COM-S	LEH	075:T	TC	6,254	Lot 250, Plat B, Cranberry Farms Sub.	Lehi	YES	NO	Developed
COM-S	LEH	076	TC	260	Part Lot 201, Plat B, Cranberry Farms Sub.	Lehi	YES	NO	Developed
COM-S	LEH	077, 077:B, 077:E, 077:2E, 077:3E	TC	28,961	Part of 3100 N and 3300 N Garden Dr.	Lehi	YES	NO	Undeveloped
COM-S	LEH	079, 079:B, 079:D	TC	110,777	Part of 3100 N and 3300 N Garden Dr.	Lehi	YES	NO	Undeveloped
COM-S	LEH	080	TC	479,160	3101 N Ashton Blvd.	American Fork	YES	NO	Undeveloped
COM-S	LEH	084	TC	4,449	2975 W Executive Pkwy.	Lehi	YES	NO	Developed
COM-S	LEH	085	TC	6,275	3049 W Executive Pkwy.	Lehi	YES	NO	Developed
COM-S	LEH	088	TC	6,919	11000 W 11600 N	Lehi	NO	NO	Developed
COM-S	LEH	089, 089:ST	TC	1,793	no address listed by assessor	Lehi	YES	NO	Developed
COM-S	LEH	090, 90:E	TC	707	Part of 1036 W Timber Dr.	Lehi	YES	NO	Developed
COM-S	LEH	093, 093B, 093:E	TC	1,775	Rodeo/500 W	Lehi	NO	NO	Developed
COM-S	LEH	098	TC	918	2000-2400 W 2100 N	Lehi	NO	NO	Developed
COM-S	LEH	400W-1, 2, 3	TC	67,462	400 W from Main St. to 200 S	Lehi	NO	NO	Developed
COM-S	MUR	004	TC	1,861	6234 S 300 W	Murray	YES	NO	Developed
COM-S	MUR	005, 005:E	TC	17	6160 S 357 W	Murray	YES	NO	Developed
COM-S	MUR	006, 006:E, 006:2E, 006:B, 007, 007:E, 007:2E	TC	735	338 W 6160 S & 350 W 6114 S	Murray	YES	NO	Developed
COM-S	MUR	008, 008:E, 008:2E	TC	105	6130 S 350 W	Murray	YES	NO	Developed
COM-S	MUR	009, 009:E, 009:2E	TC	123	6110 S 350 W	Murray	YES	NO	Developed
COM-S	MUR	012, 012:E, 012:2E	TC	1,526	5914 S 350 W	Murray	YES	NO	Developed
COM-S	MUR	013, 013:E, 055:E	TC	2,606	328, 358 W 5900 S	Murray	NO	NO	Developed
COM-S	MUR	016	TC	3,537	5790 S 300 W	Murray	YES	NO	Developed
COM-S	MUR	017, 017:E	TC	2,029	5780 S 300 W	Murray	YES	NO	Developed

Project	Project Code	Project #	Category	Fee SqFt	St. Address (+/-)	City	Bond	Fed	Un/Developed
COM-S	MUR	018, 018:E, 018:2E	TC	3,676	5680 S 300 W	Murray	NO	NO	Developed
COM-S	MUR	019, 019:E, 020	TC	6,881	5650-5662 S 300 W	Murray	YES	NO	Developed
COM-S	MUR	021	TC	18,783	5590 S 300 W	Murray	NO	NO	Developed
COM-S	MUR	022	TC	2,936	5568 S 300 W	Murray	YES	NO	Developed
COM-S	MUR	023, 023:E	TC	2,486	312 W Anderson Ave. (5560 S)	Murray	YES	NO	Developed
COM-S	MUR	024	TC	528	5510 S 300 W	Murray	NO	NO	Developed
COM-S	MUR	025, 026, 027	TC	218,671	149,151, 171 W Vine St.	Murray	YES	NO	Developed
COM-S	MUR	028, 028:E	TC	26,852	100 W 4th Ave.	Murray	YES	NO	Developed
COM-S	MUR	030, 030:E	TC	2,444	4800 S 153 W	Murray	YES	NO	Developed
COM-S	MUR	031, 031:E	TC	338	4642-4656 S 160 W	Murray	YES	NO	Developed
COM-S	MUR	032	TC	2,530	4538 S 160 W	Murray	NO	NO	Developed
COM-S	MUR	033	TC	270	4537 S 200 W	Murray	YES	NO	Developed
COM-S	MUR	034	TC	19,737	175 W 4500 S	Murray	YES	NO	Developed
COM-S	MUR	035, 035:E	TC	2,194	120 W Fireclay Ave.	Murray	NO	NO	Developed
COM-S	MUR	036, 036:E	TC	2,743	175 W Central Ave.	Murray	NO	NO	Developed
COM-S	MUR	037, 037:E, 037:2E, 037:3E	TC	413	4010 S Howick St.	Murray	NO	NO	Developed
COM-S	MUR	039, 039:E	TC	82	3942 S Howick St.	Murray	YES	NO	Developed
COM-S	MUR	041, 041:E	TC	1,607	3808 S 300 W	Murray	NO	NO	Developed
COM-S	MUR	042, 042:2	TC	8,965	205 W 4500 S	Murray	YES	NO	Developed
COM-S	MUR	043	TC	998	573 W 2890 S	Salt Lake	YES	NO	Developed
COM-S	MUR	044	TC	311	154 W 4800 S	Salt Lake	YES	NO	Developed
COM-S	MUR	048, 048:E	TC	656	Part of 174 W 4800 S	Murray	YES	NO	Developed
COM-S	MUR	050, 050:E	TC	107	6160 S 357 W	Murray	YES	NO	Developed
COM-S	MUR	051, 051:E	TC	94	5948-5956 S 350 W	Murray	YES	NO	Developed
COM-S	MUR	052, 052:E	TC	208	5948-5956 S 350 W	Murray	YES	NO	Developed
COM-S	MUR	053, 053:E	TC	199	5932 S 350 W	Murray	YES	NO	Developed
COM-S	MUR	054, 054:E, 054:2E	TC	249	5918-5924 S 350 W	Murray	YES	NO	Developed
COM-S	MUR	056	TC	340	168 W 4800 S	Murray	YES	NO	Developed
COM-S	MUR	057	TC	447	158 W 4800 S	Murray	YES	NO	Developed
COM-S	MUR	058	TC	53	156 W 4800 S	Murray	YES	NO	Developed
COM-S	MUR	064	TC	1,844	5958 S 350 W	Murray	YES	NO	Developed

Project	Project Code	Project #	Category	Fee SqFt	St. Address (+/-)	City	Bond	Fed	Un/Developed
COM-S	MUR	067, 067B, 067D, 067:E	TC	16,195	219 W Central Ave.	Murray	NO	NO	Developed
COM-S	ORM	000	TOD	58,066	1357 W 800 S	Orem	NO	YES	Developed
COM-S	ORM	003, 003:E	TC	1,199	1054 W 1290 S	Orem	NO	NO	Developed
COM-S	ORM	005	TC	4,935	1200 S 1200 W	Orem	YES	NO	Developed
COM-S	ORM	007, 006	TC	36,493	1100 S 800 W	Orem	YES	NO	Developed
COM-S	ORM	008, 009	TOD	358,209	1000 S 1200 W	Orem	NO	YES	Undeveloped
COM-S	ORM	010, 010:ST	TOD	60,463	1341 W 800 S	Orem	YES	YES	Developed
COM-S	ORM	011, 011:ST, 011ST:E	TC	11,239	1348 W 800 S	Orem	YES	NO	Developed
COM-S	ORM	012	TC	1,945	779 S 1370 W	Orem	YES	NO	Developed
COM-S	ORM	013	TC	1,293	769 S 1370 W	Orem	YES	NO	Developed
COM-S	ORM	014	TC	981	759 S 1370 W	Orem	NO	NO	Developed
COM-S	ORM	016	TC	1,099	743 S 1370 W	Orem	YES	NO	Developed
COM-S	ORM	017	TC	1,040	731 S 1370 W	Orem	YES	NO	Developed
COM-S	ORM	018	TC	1,040	723 S 1370 W	Orem	YES	NO	Developed
COM-S	ORM	019	TC	1,040	713 S 1370 W	Orem	YES	NO	Developed
COM-S	ORM	020	TC	1,053	707 S 1370 W	Orem	YES	NO	Developed
COM-S	ORM	021	TC	1,039	701 S 1370 W	Orem	YES	NO	Developed
COM-S	ORM	022	TC	1,850	1431 W 650 S	Orem	YES	NO	Developed
COM-S	ORM	023	TC	1,515	1432 W 650 S	Orem	YES	NO	Developed
COM-S	ORM	024	TC	425	1438 W 650 S	Orem	YES	NO	Developed
COM-S	ORM	025	TC	808	623 S 1470 W	Orem	YES	NO	Developed
COM-S	ORM	026	TC	904	611 S 1470 W	Orem	YES	NO	Developed
COM-S	ORM	027	TC	720	601 S 1470 W	Orem	YES	NO	Developed
COM-S	ORM	028	TC	720	591 S 1470 W	Orem	YES	NO	Developed
COM-S	ORM	029	TC	720	579 S 1470 W	Orem	YES	NO	Developed
COM-S	ORM	030	TC	880	571 S 1470 W	Orem	YES	NO	Developed
COM-S	ORM	038, 038:E, 039, 039:E, 040, 040:E	TC	6,376	Part of 435 & 519 S Geneva Rd.	Orem	YES	NO	Developed
COM-S	ORM	UVU-1, UVU-2	TOD	1,215	800 S University Pkwy.	Orem	NO	NO	Developed
COM-S	PRV	001, 001:E	TC	13,966	376 E 900 S	Provo	YES	NO	Developed
COM-S	PRV	002	TC	9,647	Corridor N of 900 S St.	Provo	NO	NO	Developed
COM-S	PRV	003	TC	8,615	Part of 600 N 300 W	Provo	YES	NO	Developed

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COM-S	PRV	004, 005, 006	TC	8,658	801 S 250 E	Provo	YES	NO	Developed
COM-S	PRV	007	TC	3,601	765 S 100 E	Provo	YES	NO	Developed
COM-S	PRV	008, 009	TC	7,732	55 E 680 S	Provo	YES	NO	Developed
COM-S	PRV	010, 011	TC	3,743	600 S 250 W	Provo	YES	NO	Developed
COM-S	PRV	012, 012ST	TC	1,967	283 W 600 S	Provo	YES	NO	Developed
COM-S	PRV	013	TC	2,601	1900 W 600 N	Provo	YES	NO	Developed
COM-S	PRV	014, 014:2E	TC	3,672	Corridor N of Provo River	Provo	YES	NO	Developed
COM-S	PRV	018	TC	143,847	2575 W 1680 N	Provo	NO	NO	Developed
COM-S	PRV	021, 022, 048:1, 048:2	TC	1,843	700 S 300 W	Provo	YES	NO	Developed
COM-S	PRV	029, 029:E	TC	2,196	530 W 2000 S	Provo	YES	NO	Developed
COM-S	PRV	030	TC	11,611	1000 W 1600 S	Provo	YES	NO	Developed
COM-S	PRV	031	TC	685	370 N Draper Ln.	Provo	YES	NO	Developed
COM-S	PRV	032, 033:1, 033:2	TC	8,408	Part of 600 N Draper Ln.	Provo	YES	NO	Developed
COM-S	PRV	034, 034:E, 034:2E	TC	1,837	650 S 200 W	Provo	YES	NO	Developed
COM-S	PRV	039:T	TC	6,970	Part of 500 S St.	Provo	YES	NO	Developed
COM-S	PRV	040	TC	3,123	455 S 900 W	Provo	YES	NO	Developed
COM-S	PRV	050	TC	1,620	750 S 650 W	Provo	YES	NO	Developed
COM-S	PRV	052, 052:E, 052:2E	TC	449	623 S 700 W	Provo	YES	NO	Developed
COM-S	PRV	078	TC	1,261	670 S 100 E	Provo	YES	NO	Developed
COM-S	PRV	080	TC	399	600 S 300 W	Provo	YES	NO	Developed
COM-S	PRV	085	TC	1,800	450 E 900 S	Provo	YES	NO	Developed
COM-S	SAN	001, 1:E, 2, 2:E, 11, 11:E, 11:2E, 13:E	TC	5,785	9767, 9869, & 9901 S Jordan Gateway	Sandy	NO	NO	Developed
COM-S	SAN	003 & 004, 003B, 003:E, 003:2E 003:4E	TC	91,618	9424, 9768 S 300 W	Sandy	YES	NO	Developed/Undeveloped
COM-S	SAN	005, 005:E	TC	1,502	9238-9334 S 370th W	Sandy	YES	NO	Developed
COM-S	SAN	006, 006:E, 006:2E, 007, 007:E, 007:2E, 007:3E	TC	2,562	9150 S 300 W	Sandy	YES	NO	Developed
COM-S	SAN	008, 008:E, 008:2E, 008:3E	TC	424	9110 S 300 W	Midvale	YES	NO	Developed
COM-S	SAN	009, 009:E, 009:2E	TC	723	9084 S 300 W	Sandy	YES	NO	Developed
COM-S	SAN	010, 010:E, 010:2E, 010:3E	TC	423	355-385 W 9000 S	Midvale	YES	NO	Developed
COM-S	SLC	001, 001:E	TC	241	3766 S 300 W	South Salt Lake	YES	NO	Developed
COM-S	SLC	003, 003:E, 004, 004:E	TC	236	3732 & 3724 S 300 W	Salt Lake	YES	NO	Developed
COM-S	SLC	005, 005:E	TC	60	3690 S 300 W	Salt Lake	NO	NO	Developed

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COM-S	SLC	006, 006:E	TC	294	3650 S 300 W	Salt Lake	YES	NO	Developed
COM-S	SLC	007	TC	4,180	3636 S 300 W	Salt Lake	YES	NO	Developed
COM-S	SLC	008	TC	3,088	3596-3604 S 300 W	Salt Lake	NO	NO	Developed
COM-S	SLC	009, 009:E, 010, 010:E	TC	1,968	3592 S & 3586 S 300 W	Salt Lake	NO	NO	Developed
COM-S	SLC	011, 011:E, 012, 012:E, 013, 013:E	TC	5,176	3580, 3572, 3566 S 300 W	Salt Lake	NO	NO	Developed
COM-S	SLC	014, 014:E	TC	2,139	3530 S 300 W	Salt Lake	NO	NO	Developed
COM-S	SLC	016, 016:E	TC	1,920	3202 S 460 W	South Salt Lake	NO	NO	Developed
COM-S	SLC	017	TC	6,333	3180 S Davis Dr.	Salt Lake	YES	NO	Developed
COM-S	SLC	018	TC	3,413	3140 S Davis Dr. (460 W)	South Salt Lake	NO	NO	Developed
COM-S	SLC	019, 019:E	TC	2,970	3124 S Davis Dr.	Salt Lake	YES	NO	Developed
COM-S	SLC	020, 020:E	TC	10,841	3096 S 460 W (Davis Dr.)	Salt Lake	NO	NO	Developed
COM-S	SLC	021	TC	6,479	3052 S Davis Dr.	South Salt Lake	NO	NO	Developed
COM-S	SLC	022, 022:E, 022:3E	TC	23,415	573 W 2890 S	Salt Lake	YES	NO	Developed
COM-S	SLC	023, 23B, 23E	TC	154,103	573 W 2890 S	Salt Lake	YES	NO	Developed
COM-S	SLC	024, 024:E	TC	3,311	2747 S 600 W # APXBT	South Salt Lake	NO	NO	Developed
COM-S	SLC	025	TC	4,019	1890 S 500 W	Salt Lake	NO	NO	Developed
COM-S	SLC	028, 028:E, 028:2E	TC	320	536 W Pickett Cir.	Salt Lake	YES	NO	Developed
COM-S	SLC	030	TC	7,430	551 W 1700 S	Salt Lake	YES	NO	Developed
COM-S	SLC	031, 031:E	TC	35,046	550 W 1700 S	Salt Lake	NO	NO	Developed
COM-S	SLC	032, 032:E, 032:2E, 032:3E	TC	11,407	1514 S 500 W	Salt Lake	NO	NO	Developed
COM-S	SLC	033	TC	2,929	525 W 1300 S	Salt Lake	NO	NO	Developed
COM-S	SLC	035, (023 ~ property trade)	TC	44,555	614 W 600 S	Salt Lake	YES	NO	Developed
COM-S	SLC	039, 039:E	TC	615	619 W 700 S	Salt Lake	NO	NO	Developed
COM-S	SLC	043, 043:E	TC	67	3650 S 300 W	Salt Lake	YES	NO	Developed
COM-S	SLC	045, 045:E	TC	17,745	1050 S 500 W	Salt Lake	NO	NO	Developed
COM-S	SLC	047	TC	7,788	604 W 700 S	Salt Lake	NO	NO	Developed
COM-S	SLC	048	TC	3,960	615 W 800 S	Salt Lake	NO	NO	Developed
COM-S	SLC	051	TC	-	643 W 800 S	Salt Lake	NO	NO	Developed
COM-S	SOJ	002, 002:E	TC	2,953	Part of 11351 S 445 W	South Jordan	YES	NO	Developed
COM-S	SOJ	003, 003:E	TC	991	11337 S 445 W	South Jordan	YES	NO	Developed
COM-S	SOJ	004	TC	1,792	11321 S 445 W	South Jordan	YES	NO	Developed

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COM-S	SOJ	005	TC	2,288	11295 S 445 W	South Jordan	YES	NO	Developed
COM-S	SOJ	006	TC	1,656	11279 S 445 W	South Jordan	YES	NO	Developed
COM-S	SOJ	007	TC	1,487	Part of 11263 S 445 W	South Jordan	YES	NO	Developed
COM-S	SOJ	008, 009	TC	2,858	11231 S 445 W	South Jordan	YES	NO	Developed
COM-S	SOJ	010	TC	21,551	11065 S Sterling View Dr.	South Jordan	NO	NO	Developed
COM-S	SOJ	012, 012:B, 012:E, 012:2E, 012:3E, 012:4E, 012:5E	TC	1,327	10726 S 418 W	South Jordan	YES	NO	Developed
COM-S	SOJ	013, 013:E, 013:2E, 013:3E, 013:4E, 013:5E	TC	7,872	10619 S Jordan Gateway	South Jordan	NO	NO	Developed
COM-S	SOJ	014, 014:E	TC	10,007	10512 S 300 W	South Jordan	NO	NO	Developed
COM-S	SOJ	015, 015:E; 015:2E	TC	5,596	10499 S Jordan Gateway	South Jordan	NO	NO	Developed
COM-S	SOJ	016:T, 016:3E	TOD	33,751	10447 S Jordan Gateway	South Jordan	YES	NO	Developed
COM-S	SOJ	017, 018, 017:E, 017:2E, 018:E	TC	14,231	10401, 10421 S Jordan Gateway	South Jordan	NO	NO	Developed
COM-S	SOJ	019, 020, 023	TOD	201,926	10351 & 10383 S Jordan Gateway	South Jordan	YES	NO	Undeveloped
COM-S	SOJ	021	TOD	75,680	10333 S Jordan Gateway	South Jordan	NO	NO	Developed
COM-S	SOJ	022, 024, 024:E, 024:2E, 028	TOD	31,653	10278 S 300 W	South Jordan	NO	NO	Undeveloped
COM-S	SOJ	025B, 025B:E, 025B:2E, 025B:3E, 025B:4E, 025B:5E	TC	9,331	10200 S Jordan Gateway	South Jordan	NO	NO	Developed
COM-S	VIN	002	TC	385,440	ROW between 1600 N & 400	Vineyard	YES	NO	Developed
COM-S	VIN	002B, 002D	TC	1,938	ROW between 1600 N & 400	Vineyard	YES	NO	Developed
COM-S	VIN	003	TC	8,672	257 S Vineyard Rd.	Vineyard	YES	NO	Developed
COM-S	VIN	006	TC	239	A portion of Vineyard Rd. just N of the 3600 N intersection	Vineyard	YES	NO	Developed
DD	MSP102	001	TC	10,890	714 & 716 W 300 S	Salt Lake	NO	YES	Developed
DD	MSP102	003	TC	5,395	716 W 300 S	Salt Lake	NO	YES	Developed
DD	MSP102	004	TC	1,562	400 S 600 W	Salt Lake	NO	YES	Developed
DRLRT	DRE	003:T	TC	643	362 E 11400 S	Draper	NO	NO	Developed
DRLRT	DRE	009, 009:E	TC	389	12091 S 800 E	Draper	NO	NO	Developed
DRLRT	DRE	011, 011:E, 011:2E	TC	5,646	781 E 11900 S	Draper	NO	YES	Developed
DRLRT	DRE	015, 15:E	TC	221,000	1075 - 1085 E 12300 S	Draper	NO	YES	Developed
DRLRT	DRE	017:T, 018:T, 017:E	TC	113,692	11824, 11832, 11840 S 700 E	Draper	NO	YES	Undeveloped
DRLRT	DRE	019, (19:E, 19:2E conveyed by UTA)	TC	53,934	689 E 11900 S (Kimballs Ln)	Draper	NO	YES	Developed
DRLRT	DRE	021:T	TC	117,612	11400 S 361 E	Sandy	NO	NO	Undeveloped

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DRLRT	DRE	022:T	TC	89,734	331 E 11400 S	Draper	NO	YES	Developed
DRLRT	DRE	026	TC	2,676	466 E Camden Park Ct.	Draper	NO	YES	Developed
DRLRT	DRE	027	TC	762	469 E Camden Park Ct.	Draper	NO	YES	Developed
DRLRT	DRE	028	TC	7,343	409 E 11000 S	Draper	NO	YES	Developed
DRLRT	DRE	029	TC	12,056	411 E 11400 S	Draper	NO	YES	Developed
DRLRT	DRE	042	TC	278	476 E Camden Park Court	Draper	NO	NO	Developed
DRLRT	DRE	043	TC	1,189	11462 Camden Park Lane	Draper	NO	YES	Developed
DRLRT	DRE	044	TC	1,120	11476 S Camden Park Lane	Draper	NO	YES	Developed
DRLRT	DRE	045, 045:E	TC	475	11486 S Camden Park Lane	Draper	NO	YES	Developed
DRLRT	DRE	046, 046:E	TC	94	11498 S Camden Park Lane	Draper	NO	NO	Developed
DRLRT	DRE	052	TC	82	12300 S (SEC - Draper Parkway & ROW)	Draper	NO	NO	Developed
DRLRT	DRE	053	TC	-	Access/Boundary Agmt-867 E 12200 S	Draper	NO	YES	Developed
EIM	EIM	001	TC	752,891	669 W 200 S	Salt Lake	YES	NO	Developed
FRNX	BRG	1121	TC	469,927	1200 W 1100 S	Brigham	NO	NO	Developed
FRNX	BRG	1142, 1142:E	TC	45,832	532 S 900 W	Brigham	NO	NO	Developed
FRNX	BRG	1143	TC	3,519	450 S 900 W	Brigham	NO	NO	Developed
FRNX	BRG	1148	TC	31,092	260 S 800 W	Brigham	NO	NO	Developed
FRNX	HAR	130	TC	1,030,629	Approx. 400 W North St.	Harrisville	NO	NO	Undeveloped
FRNX	PER	1086; 1086:2	TC	28,629	Approx. 1402 W 3550 S	Perry	NO	NO	Undeveloped
FRNX	PER	1087:T, & REF 1087:T	TC	65,049	3350 S Perry St.	Perry	NO	NO	Developed
FRNX	PER	1097	TC	16,664	1501 W 3225 S	Perry	NO	NO	Developed
FRNX	PER	1098	TC	18,440	3160 S Perry St.	Perry	NO	NO	Developed
FRNX	PER	1107	TC	760	Approx. 1490 W 2950 S	Perry	NO	NO	Undeveloped
FRNX	PER	1108	TC	2,907	1310 W Cannery St.	Perry	NO	NO	Developed
FRNX	PER	1109, 1109:2	TC	12,852	2850 S Perry St.	Perry	NO	NO	Developed
FRNX	PER	1118, 1118:2	TC	205,800	1380, 1450 & 1502 W Davis Dr.	Perry	NO	NO	Developed
FRNX	WLD	1002	TC	72,310	865 W 8700 S	Willard	NO	NO	Developed
FRNX	WLD	1051	TC	8,921	188 S 200 W	Willard	NO	NO	Developed
FRNX	WLD	1052	TC	24,413	110 S 250 W	Willard	NO	NO	Developed
FRNX	WLD	1055	TC	4,428	68 S 500 W	Willard	NO	NO	Developed
FRNX	WLD	1070	TC	1,632,572	550 W 750 N	Willard	NO	NO	Developed

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FRNX	WLD	1071:T	TC	80,214	500 W 750 N	Willard	NO	NO	Developed
FRNX	WLD	1072	TC	139,427	350- 500 W 750 N	Willard	NO	NO	Undeveloped
FRNX	WLD	1083, 1083:2	TC	90,102	3630 S Perry St.	Willard	NO	NO	Developed
FRNX	WLD	800	TC	941,394	8700 to 6800 S 200 W	Willard	NO	NO	Undeveloped
FTU	BC	001	TC	196,455	199 S 800 W	Brigham	NO	NO	Undeveloped
FTU	BRT	052	TC	311,310	5600 W 5400 S	West Valley	NO	NO	Undeveloped
FTU	FTU	001	TC	122,866	17th St. and Gibson Ave	Ogden	NO	YES	Undeveloped
FTU	FTU	002	TC	12,197	1763 Gibson Ave	Ogden	NO	YES	Undeveloped
FTU	FTU	003	TC	416,434	1731 Gibson Ave	Ogden	NO	YES	Undeveloped
FTU	FTU	004	TC	226,076	1700 S St.	Ogden	NO	YES	Undeveloped
FTU	FTU	024	TC	29,621	1300 S 525 W	Salt Lake	NO	NO	Undeveloped
FTU	FTU	025	TC	259,182	2053 S 900 W	South Salt Lake	NO	NO	Developed
FTU	FTU	029	TC	59,781	4864 S Box Elder St.	Murray	NO	NO	Developed
FTU	FTU	031	TC	19,603	41 W 4800 S	Murray	NO	NO	Undeveloped
FTU	FTU	033 (Disp. UDOT Ref. Parcel 18)	TC	2,666	7776 S State St.	Midvale	NO	NO	Undeveloped
FTU	FTU	034 (Disp. UDOT Ref. Parcel 18, 18.37-18.38)	TC	18,219	7788 S State St.	Midvale	NO	NO	Undeveloped
FTU	FTU	035 (Disp. UDOT Ref. Parcel 18)	TC	11,678	7768 S State St.	Midvale	NO	NO	Undeveloped
FTU	FTU	036 (Disp. UDOT Ref. Parcel 18)	TC	19,675	7750 S State St.	Midvale	NO	NO	Undeveloped
FTU	FTU	038	TC	8,320	8245 S State St.	Midvale	NO	NO	Developed/Undeveloped
FTU	FTU	039	TC	4,704	8236 S 100 E	Sandy	NO	NO	Undeveloped
FTU	FTU	043	TC	17,860	Part of Sec 23, T43, R1W, SLB &M	Draper	NO	NO	Undeveloped
FTU	FTU	044	TC	464,350	211 W Highland Dr.	Draper	NO	NO	Undeveloped
FTU	FTU	045	TC	108,464	2340 S 900 W	South Salt Lake	NO	NO	Developed
FTU	FTU	046	TC	36,957	3475 W Norris View Ln.	West Jordan	NO	NO	Developed
MF	MF	019	TC	95,832	120 S 600 W	Salt Lake	NO	YES	Developed
MF	MF	020	TC	13,504	143 S 700 W	Salt Lake	NO	YES	Developed
MF	MF	021	TC	154,638	630 W 200 S	Salt Lake	NO	YES	Developed
MF	MF	022	TC	12,632	161 S 700 W	Salt Lake	NO	YES	Developed
MF	MF	023	TC	40,511	133 S 700 W	Salt Lake	NO	YES	Developed
MF	MF	027	TC	3,105,692	3667 S 1030 W & 3562 & 3610 S 900 W & 898 W Fine Dr.	Salt Lake	NO	YES	Developed/Undeveloped

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MF	MF	032	TC	591,577	582 W 6960 S	Salt Lake	YES	YES	Developed
MF	MF	045	TC	80,329	1100 W Geneva Rd.	Orem	NO	YES	Developed
MF	MF	046	TC	786,258	1200 S Geneva Rd.	Orem	NO	YES	Developed
MF	MF	MF-007-016,F	TC	511,328	137 W 17th St.	Ogden	NO	YES	Developed
MF	MSP081	001	TC	45,482	90 S Garnet St., Suite 2	Tooele	NO	YES	Developed
MJLRT	MJ	000	TC	4,286,304	Remainder of Bingham Industrial Lead from 0.18 to 6.60 and Dalton Spur	West Jordan	YES	YES	Preserved Corridor
MJLRT	MJ	001, 001:E	TC	13,359	6300 S 300 W	Murray	YES	YES	Developed
MJLRT	MJ	002	TC	47,289	6395 S Cottonwood St.	Murray	YES	YES	Developed
MJLRT	MJ	004	TC	21,780	301 W Winchester, 6429 S Meyers Ln.	Murray	NO	YES	Developed
MJLRT	MJ	005	TC	16,932	6425 S Meyers Ln.	Murray	YES	YES	Developed
MJLRT	MJ	012:T	TC	11,288	6435 S Meyers Ln.	Murray	YES	YES	Developed
MJLRT	MJ	014, 014:E, 015, 015:E	TC	8,092	6450 S & 6464 S Cottonwood St.	Murray	YES	YES	Developed
MJLRT	MJ	016	TC	252	389 W Winchester Ave.	Murray	YES	YES	Developed
MJLRT	MJ	017, 017:E, 018, 018:E	TC	2,046	397 W Winchester St.	Murray	YES	YES	Developed
MJLRT	MJ	019, 020	TC	1,223	411 W Winchester St.	Murray	YES	YES	Developed
MJLRT	MJ	023, 023:E	TC	1,951	7125 S 600 W #SEG	Murray	NO	YES	Developed
MJLRT	MJ	024, 024:2	TC	8,999	591 W Ninth Ave.	Midvale	YES	YES	Developed
MJLRT	MJ	025, 025:E	TC	2,691	621 W Ninth Ave.	Midvale	YES	YES	Developed
MJLRT	MJ	026, 026:E, 026:2E, 098:E, 104:E	TC	191,229	7387 S Bingham Junction Blvd.	Midvale	YES	YES	Developed
MJLRT	MJ	031, 032	TC	20,909	1073 W 7800 S	West Jordan	YES	YES	Developed
MJLRT	MJ	033	TC	28,314	1099 W 7800 S	West Jordan	NO	YES	Developed
MJLRT	MJ	034:T, 039:T	TC	23,479	1100 W 7800 S	West Jordan	YES	NO	Developed
MJLRT	MJ	035	TC	33,106	1135 W 7800 S	West Jordan	YES	YES	Developed
MJLRT	MJ	037	TC	784	997 W 7800 S	West Jordan	YES	YES	Developed
MJLRT	MJ	038	TC	222	991 W 7800 S	West Jordan	NO	YES	Developed
MJLRT	MJ	041, 091, 099, 100, 102, 102:E, 102B	TC	20,216	2150 W Sugar Factory Rd.	West Jordan	YES	NO	Developed
MJLRT	MJ	042:T	TC	3,049	7897 S 1300 W	Salt Lake	YES	YES	Developed
MJLRT	MJ	046, 046:E, 046:2E, 046:3E	TC	3,152	7902 S 1410 W	West Jordan	YES	YES	Developed
MJLRT	MJ	047, 048, 048B	TC	351,530	1563 W 8020 S & 8021 S Redwood Rd.	West Jordan	YES	YES	Developed
MJLRT	MJ	051	TC	3,073	8065 S Redwood Rd.	West Jordan	YES	YES	Developed
MJLRT	MJ	052	TC	627	8071 S Redwood Rd.	West Jordan	YES	YES	Developed

Project	Project Code	Project #	Category	Fee SqFt	St. Address (+/-)	City	Bond	Fed	Un/Developed
MJLRT	MJ	055, 055:2, 055:2:E, 055:E, 057:T	TC	195,584	8305 S, 8323 S 2700 W	West Jordan	YES	YES	Developed
MJLRT	MJ	056	TC	67,954	8349 S 2700 W	West Jordan	YES	YES	Developed
MJLRT	MJ	058	TC	17,758	8399 S Dunlop Dr.	West Jordan	YES	YES	Developed
MJLRT	MJ	058B	TC	19,331	8399 S Dunlop Dr.	West Jordan	YES	YES	Developed
MJLRT	MJ	060, 060:E	TC	3,500	8523 S 2940 W	West Jordan	YES	YES	Developed
MJLRT	MJ	065, 066	TOD	475,240	3295 W 8600 S	West Jordan	YES	YES	Undeveloped
MJLRT	MJ	067, 068 (UDOT 003:T, 004:T)	TC	119,172	4742, 4766 W Old Bingham Hwy.	West Jordan	YES	NO	Undeveloped
MJLRT	MJ	069, 069:E	TC	744	9780 S 5200 W	West Jordan	YES	YES	Developed
MJLRT	MJ	070	TC	1,008,633	5650 W Old Bingham Hwy.	West Jordan	YES	YES	Developed/Undeveloped
MJLRT	MJ	071, 071:E, 071:2E	TC	26,328	5701 W 10301 S	Salt Lake	YES	YES	Developed
MJLRT	MJ	076, 076:E	TC	506	2802 W Haun Dr.	West Jordan	NO	YES	Developed
MJLRT	MJ	077:T	TC	10,575	6419 S Cottonwood St.	Murray	YES	NO	Developed/Undeveloped
MJLRT	MJ	078	TC	12,262	6390 S 300 W	West Jordan	YES	YES	Developed
MJLRT	MJ	079, 079:E, 013:T	TC	12,197	6477 S Cottonwood St.	Murray	YES	YES	Developed
MJLRT	MJ	081, 081:2, 081:E, 081:2E	TC	436	6490 S Cottonwood St.	Murray	YES	YES	Developed
MJLRT	MJ	082, 083	TC	1,590	2792 W Fahnian Cir.	West Jordan	YES	YES	Developed
MJLRT	MJ	089, 089:E	TC	948	377 W Winchester St.	Murray	YES	YES	Developed
MJLRT	MJ	090, 090:E	TC	1,358	372 W Winchester St.	Murray	YES	YES	Developed
MJLRT	MJ	092, 092:2	TC	260	8399 S Dunlop Dr. #APXBT	West Jordan	YES	YES	Developed
MJLRT	MJ	093, 093:B	TC	2,778	2874 W 8421 S	West Jordan	YES	YES	Developed
MJLRT	MJ	094, 094:E	TC	6,201	1100 W 7800 S	West Jordan	YES	YES	Developed
MJLRT	MJ	095	TC	14,263	646 W Ninth Ave	West Jordan	YES	YES	Developed
MJLRT	MJ	101B, 101	TC	220	8397 Spaulding Ct.	West Jordan	NO	YES	Developed
MJLRT	MJ	119A	TC	-	2728 Fahnian Cir.	West Jordan	NO	NO	Developed
MJLRT	MJ	120, 120:E	TC	845	3189 W 8565 S	West Jordan	NO	YES	Developed
MJLRT	MJ	121A	TC	-	2708 W Fahnian Cir.	West Jordan	NO	NO	Developed
MJLRT	MJ	123, 123:E	TC	359	3187 W 8565 S	West Jordan	NO	NO	Developed
MJLRT	MJ	124, 124:E	TC	71	3173 W 8565 S	West Jordan	NO	NO	Developed
MJLRT	MJ	125A	TC	-	2736 W Fahnian Cir.	West Jordan	NO	NO	Developed
MJLRT	MJ	127, 127:E	TC	66	3547 W Norris View Ln.	West Jordan	NO	YES	Developed
MJLRT	MJ	128, 128:E, 128:2E	TC	5,086	3573 W Norris View Ln.	West Jordan	NO	YES	Developed

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MJLRT	MJ	130	TC	58,825	3970 W Old Bingham Hwy.	West Jordan	NO	YES	Developed
NSLRT	NS	001	TC	12,375,500	M.P. 775.19 - 798.74	Draper	NO	YES	Developed
NSLRT	NS	002	TC	6,534	969 S 200 W	Salt Lake	NO	YES	Developed
NSLRT	NS	003	TC	77,537	1300 S 189 W	Salt Lake	NO	YES	Developed
NSLRT	NS	004	TC	54,450	142 W 1300 S	Salt Lake	NO	YES	Developed
NSLRT	NS	005	TC	34,848	2100 S 221 W	South Salt Lake	NO	YES	Developed
NSLRT	NS	006	TC	35,284	3197 S Washington St.	South Salt Lake	NO	YES	Developed
NSLRT	NS	007	TC	17,991	210 W 3300 S	South Salt Lake	NO	YES	Developed
NSLRT	NS	008	TC	28,314	3205 S Washington St.	South Salt Lake	NO	YES	Developed
NSLRT	NS	009	TC	15,682	3227 S Washington St.	South Salt Lake	NO	YES	Developed
NSLRT	NS	010	TOD	326,700	3844 S W Temple St.	Salt Lake	YES	YES	Developed
NSLRT	NS	011	TC	189,408	4350 S Main St.	Murray	NO	YES	Developed
NSLRT	NS	012	TC	69,696	89 W Fireclay Ave.	Murray	NO	YES	Developed
NSLRT	NS	013, 013:E	TC	100,188	4340 S Main St.	Murray	NO	YES	Developed
NSLRT	NS	014	TC	12,632	4916 S Box Elder St.	Murray	NO	YES	Developed
NSLRT	NS	015	TC	284,011	5200 S Main St.	Murray	NO	YES	Developed
NSLRT	NS	018	TC	160,736	222 W Winchester	Murray	YES	YES	Developed
NSLRT	NS	019	TC	19,166	202 W Winchester	Murray	NO	YES	Developed
NSLRT	NS	020	TC	3,466	6225 S 300 W	Murray	NO	YES	Developed
NSLRT	NS	021	TC	45,738	5813 and 5823 S 300 W	Murray	NO	NO	Undeveloped
NSLRT	NS	022	TC	231,304	6960 S 600 W	Midvale	YES	NO	Developed
NSLRT	NS	023	TC	25,265	175 W 7200 S	Midvale	NO	YES	Developed
NSLRT	NS	024	TOD	255,568	205 W 7200 S	Midvale	NO	YES	Developed/Undeveloped
NSLRT	NS	025	TC	871	107 W Center St.	Midvale	NO	YES	Developed/Undeveloped
NSLRT	NS	026	TC	46,041	724 E Center St.	Midvale	NO	NO	Developed
NSLRT	NS	027	TC	5,414	686 E Center St.	Midvale	NO	YES	Developed
NSLRT	NS	028	TC	41,818	740 E Center St.	Midvale	NO	YES	Developed
NSLRT	NS	029	TC	21,780	740 E Center St.	Midvale	NO	YES	Developed
NSLRT	NS	030	TC	4,437	19 S Coolidge St.	Midvale	YES	YES	Developed
NSLRT	NS	031	TC	39,640	7900 S State St.	Midvale	NO	YES	Developed
NSLRT	NS	032	TC	7,841	7877 So. Taft St. (SFR lot)	Midvale	NO	YES	Undeveloped

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NSLRT	NS	033T	TC	15,682	7877 S Taft St.	Midvale	NO	YES	Developed
NSLRT	NS	034	TC	2,768	7800 S State St.	Midvale	NO	NO	Undeveloped
NSLRT	NS	035	TC	5,401	8960 S 180 E	Sandy	NO	YES	Developed
NSLRT	NS	036	TC	10,019	8960 S 180 E	Sandy	NO	YES	Developed
NSLRT	NS	037	TC	10,019	9650 S 170 E	Sandy	NO	YES	Undeveloped
NSLRT	NS	038	TC	87,120	9949 S State St.	Sandy	NO	YES	Undeveloped
NSLRT	NS	040	TC	649,522	9949 S State St.	Sandy	NO	YES	Developed/Undeveloped
NSLRT	NS	041	TC	8,276	100 E 9900 S	Sandy	NO	YES	Developed
NSLRT	NS	042	TC	158,994	10000 S 120 E	Sandy	NO	YES	Developed
NSLRT	NS	045	TC	2,331	7105 S Cottonwod St.	Midvale	NO	NO	Developed
NSLRT	NS	5900 S	TC	265	519 S 275 W	Murray	NO	NO	Developed
NSLRT/MJLRT	NS/MJ	044/003	TC	12,272	6417 S Cottonwood St.	Murray	NO	YES	Developed
OIH	OIH	001	TOD	229,997	2393 Wall Ave.	Ogden	NO	YES	Developed/Undeveloped
PI	PI	1682A	TC	4,736	92 N 1200 E	Lehi	NO	NO	Developed
PI	PI	1682B	TC	5,333	945 W 500 N	American Fork	NO	NO	Developed
PI	PI	Duane Chase	TC	171,060		Lehi	NO	NO	Undeveloped
PIH	PIC	001	TOD	26,395	701 S Freedom Blvd.	Provo	NO	YES	Developed
PIH	PIC	002	TOD	167,270	721 Freedom Blvd.	Provo	NO	YES	Developed
PIH	PIC	003	TOD	105,328	721 Freedom Blvd.	Provo	NO	YES	Developed
PIH	PIC	004	TOD	217,800	721 Freedom Blvd.	Provo	NO	NO	Developed
PIH	PIC	005	TOD	10,007	721 Freedom Blvd.	Provo	NO	YES	Developed
PIH	PIC	006	TOD	95,919	721 Freedom Blvd.	Provo	NO	YES	Developed
PIH	PIC	008	TOD	19,474	721 Freedom Blvd.	Provo	NO	YES	Developed
SLIM	SLIM	001	TOD	579,348	600 W 200, 300 S	Salt Lake	NO	NO	Developed/Undeveloped
SP-1591	SP-1591	UTA TL-1, 1:E	TC	58	1250 E 500 S	Salt Lake	NO	NO	Developed
Sugar House	SH	001, 001:E, 001:2E	TC	6,220	2212 S W Temple St.	South Salt Lake	NO	YES	Developed
ULRT	UL	001	TC	2,614	450 S State St.	Salt Lake	NO	YES	Developed
ULRT	UL	002	TC	208	375 S State St.	Salt Lake	NO	YES	Developed
ULRT	UL	004, 005, 005A	TC	1,799	200 E 400 S	Salt Lake	NO	YES	Developed
ULRT	UL	007	TC	549	525 E 400 S	Salt Lake	NO	YES	Developed
ULRT	UL	008	TC	200	564 E 400 S	Salt Lake	NO	YES	Developed

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ULRT	UL	009	TC	457	650 E 400 S	Salt Lake	NO	YES	Developed
ULRT	UL	010-1	TC	235	664 E 400 S	Salt Lake	NO	YES	Developed
ULRT	UL	010-2	TC	536	680 E 400 S	Salt Lake	NO	YES	Developed
ULRT	UL	011	TC	70	677 E 400 S	Salt Lake	NO	YES	Developed
ULRT	UL	012	TC	122	710 E 400 S	Salt Lake	NO	YES	Developed
ULRT	UL	013-1	TC	1,307	701 E 400 S	Salt Lake	NO	YES	Developed
ULRT	UL	013-2	TC	984	765 E 400 S	Salt Lake	NO	YES	Developed
ULRT	UL	014	TC	450	860 E 400 S	Salt Lake	NO	NO	Developed
ULRT	UL	015	TC	4,000	860 E 400 S	Salt Lake	NO	NO	Developed
ULRT	UL	016	TC	823	333 S 900 E	Salt Lake	NO	YES	Developed
ULRT	UL	017	TC	6,970	928 E 400 S	Salt Lake	NO	YES	Developed
ULRT	UL	018	TC	1,198	471 S 1000 E	Salt Lake	NO	YES	Developed
ULRT	UL	019	TC	70	491 S 1100 E	Salt Lake	NO	YES	Developed
ULRT	UL	020	TC	989	400 S 900 E	Salt Lake	NO	YES	Developed
ULRT	UL	021	TC	48	1320 E 500 S	Salt Lake	NO	YES	Developed
UPRR-01	UP	001	TC	3,742,073	782.48-818.05 (35.57) UP Salt Lake Subdivision (OSL) 3.4a	Salt Lake-Ogden	YES	NO	Preserved Corridor
UPRR-01	UP	002	TC	628,048	M.P. 817.5, W of Ogden Yd., 30th St.	Ogden	YES	NO	Undeveloped
UPRR-01	UP	003	TC	220,631	M.P. 817.5, W of Ogden Yd., 30th St.	Ogden	YES	NO	Undeveloped
UPRR-01	UP	004	TC	427,280	M.P. 813.0, N & S 2500 ft. of 5600 So.	Roy	YES	NO	Undeveloped
UPRR-01	UP	005	TC	133,337	M.P. 813.0, N & S 2500 ft. of 5600 So.	Roy	YES	NO	Undeveloped
UPRR-01	UP	006	TC	64,861	M.P. 775.0 and 5600 S	Roy	YES	NO	Undeveloped
UPRR-01	UP	007	TC	163,350	M.P. 809.0 and 200 S	Clearfield	YES	NO	Undeveloped
UPRR-01	UP	008	TC	2,582,294	1250 S, Highway 91	Clearfield	YES	NO	Developed/Undeveloped
UPRR-01	UP	009	TC	40,032	M.P. 807.3 and S Side Antelope Dr.	Layton	YES	NO	Undeveloped
UPRR-01	UP	010	TC	59,154	M.P. 767.1 and Gentile Rd.	Layton	YES	NO	Undeveloped
UPRR-01	UP	011	TC	1,481	M.P. 805.3, 800 no., W of King St.	Layton	YES	NO	Undeveloped
UPRR-01	UP	012	TC	20,647	M.P. 802.3, near Grain Elev. 100 N	Kaysville	YES	NO	Undeveloped
UPRR-01	UP	013	TC	109,248	MP 755.5 Pages Lane	Bountiful	YES	NO	Undeveloped
UPRR-01	UP	014	TC	11,349,558	MP. 754.31-778.0 (23.69)DRGW 3.2a	North Salt Lake - Ogden	YES	NO	Preserved Corridor
UPRR-01	UP	015	TC	1,589,940	Beck St.	Salt Lake	YES	NO	Developed
UPRR-01	UP	016	TC	9,452	M.P. 743.0, SW Cor 1700 S & I-15	Salt Lake	YES	NO	Undeveloped

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UPRR-01	UP	017	TC	7,579	M.P. 740.6, SW Cor 3300 S & I-15	Salt Lake	YES	NO	Undeveloped
UPRR-01	UP	018	TC	112,820	M.P. 739.5, S of 3900 S	South Salt Lake	YES	NO	Undeveloped
UPRR-01	UP	019	TC	1,185,801	0.00-2.74 (2.74) Sugarhouse Spur 3.2e 2240 S Main St. (-501-004) & 3100 S W Temple (-280-002)	South Salt Lake- Salt Lake	YES	NO	Preserved Corridor
UPRR-01	UP	020	TC	-		Wasatch Front	YES	NO	Preserved Corridor
UPRR-01	UP	021	TC	2,215,810	Nern 35' of MP 0.00 - 6.60 and all of 6.60 - 11.81 Bingham Ind. Lead	West Jordan	YES	NO	Preserved Corridor
UPRR-01	UP	022	TC	1,938,113	729.50 -745.50 (16) Subdivision (Salt Lake) 3.4c	Sandy -Salt Lake	YES	NO	Preserved Corridor
UPRR-01	UP	023	TC	131,116	12800 S and M.P. 728 Mainline	Draper	YES	NO	Undeveloped
UPRR-01	UP	024	TC	159,430	M.P. 727.5 and 13200 S	Draper	YES	NO	Undeveloped
UPRR-01	UP	025	TC	484,823	M.P. 725.0 and 13400 S	Riverton	YES	NO	Undeveloped
UPRR-01	UP	026	TC	201,509	M.P. 723.7 narrows (inaccessible)	Bluffdale	YES	NO	Undeveloped
UPRR-01	UP	027	TC	185,043	M.P. 723.0 narrows (inaccessible)	Bluffdale	YES	NO	Undeveloped
UPRR-01	UP	028	TC	108,447	M.P. 722.5 narrows (Inaccessible)	Bluffdale	YES	NO	Undeveloped
UPRR-01	UP	029	TC	40,946	M.P. 721.5 narrows (inaccessible)	Bluffdale	YES	NO	Undeveloped
UPRR-01	UP	030	TC	260,184	M.P. 771.00 and 2100 N	Lehi	YES	NO	Undeveloped
UPRR-01	UP	031	TC	15,420	M.P. 717.0	Lehi	YES	NO	Undeveloped
UPRR-01	UP	032	TC	6,698,657	M.P. 775.23-762.00 (13.23) Provo Industrial Lead 3.2f	Lindon-Lehi	YES	NO	Preserved Corridor
UPRR-01	UP	033	TC	25,134	M.P. 766.5 100 n & 200 E	American Fork	YES	NO	Developed
UPRR-01	UP	034	TC	21,606	M.P. 763.5 HWY 89 & 300 S	Pleasant Grove	YES	NO	Undeveloped
UPRR-01	UP	035	TC	74,705	M.P. 698.5 N of Geneva Rd.	Geneva	YES	NO	Undeveloped
UPRR-01	UP	036	TC	1,686,643	MP 752.41-757.25 (4.84) Sharp Subdivision 3.2c	Provo-Lindon	YES	NO	Preserved Corridor
UPRR-01	UP	037	TC	2,489,890	M.P. 705.71-729.50 (23.79) UP Provo Subdivision (Lakota) 3.4b		YES	NO	Preserved Corridor
UPRR-01	UP	038	TC	222,157	M.P. 752.41-750.18 (2.23) Sharp Subdivision (University)3.4d	Provo-Springville	YES	NO	Preserved Corridor
UPRR-01	UP	039	TC	23,522	M.P. 701.1 800 W 600 S	Provo	YES	NO	Undeveloped
UPRR-01	UP	040	TC	3,572	M.P. 695.8 S of Provo Yard	Provo	YES	NO	Undeveloped
UPRR-01	UP	041	TC	27,704	M.P. 695.8, 400 So., W of Springville	Springville	YES	NO	Developed
UPRR-01	UP	042	TC	440,392	M.P. 749.99-745.82 (4.17) Sharp Subdivision (Springville)3.4e	Springville	YES	NO	Preserved Corridor
UPRR-01	UP	043	TC	4,826,884	0.00-13.06 (13.06) Tintic Industrial Lead 3.2d	Spanish Fork- Payson	YES	NO	Preserved Corridor
UPRR-02	UP2	001	TC	1,028,887	500 W and 900 N	Salt Lake	YES	NO	Developed

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UPRR-02	UP2	001A	TC	17,672	600-800 N 500 W	Salt Lake	NO	NO	Developed
UPRR-03	UP3	001	TC	32,931	Dalton Spur - 6045 W Old Bingham Hwy	West Jordan	YES	NO	Preserved Corridor
WVLRT	WV	001, 001:E, 001:E1	TC	6,443	2791 W 3650 S	West Valley	NO	NO	Developed
WVLRT	WV	002, 002:E, 002:E1, 002:E2	TC	1,032	3610 S 2870 W	West Valley	NO	NO	Developed
WVLRT	WV	003, 003:E	TC	6,780	2850 W 3590 S (2850 W Lehman Ave.)	West Valley	NO	NO	Developed
WVLRT	WV	006	TC	9,205	2841 W Lehman Ave.	West Valley	YES	NO	Developed
WVLRT	WV	013	TC	101,978	2842 W Lehman Ave	West Valley	NO	YES	Developed
WVLRT	WV	053:Q, 053:2Q	TC	58,630	3100 S Maple Way	West Valley	NO	NO	Developed
WVLRT	WV	054:Q, 054:2Q L-215-9(6)297	TC	30,492	3100 S Constitution Blvd.	West Valley	NO	NO	Developed
WVLRT	WV	092:2, RMP WO# 5126636-30	TC	53	2690 W 3100 S	West Valley	NO	NO	Developed
WVLRT	WV	100:T	TC	10,691	2681 W 3100 S	West Valley	YES	NO	Developed
WVLRT	WV	101:T 101-RMP WO 5126636-1	TC	8,284	2655 W 3100 S	West Valley	YES	NO	Developed
WVLRT	WV	102:T	TC	8,283	2653 W 3100 S	West Valley	YES	NO	Developed
WVLRT	WV	103:T	TC	9,417	3116 S Maple Way	West Valley	YES	NO	Developed
WVLRT	WV	104:T	TC	9,723	3115 S Maple Way	West Valley	YES	NO	Developed
WVLRT	WV	105:T	TC	12,768	2589 W 3100 S	West Valley	YES	NO	Developed
WVLRT	WV	106:T	TC	10,360	2587 W 3100 S	West Valley	YES	NO	Developed
WVLRT	WV	107	TC	772	2574 W Robin Way	West Valley	YES	NO	Developed
WVLRT	WV	121	TC	10,101	2313 W Parkway Blvd	West Valley	NO	NO	Developed
WVLRT	WV	140, 141	TC	4,356	2745 S Redwood Rd.	West Valley	NO	NO	Developed
WVLRT	WV	142, 143, 144	TC	8,292	1690, 1692, 1686 W Claybourne Ave.	West Valley	YES	NO	Undeveloped
WVLRT	WV	145	TC	2,291	1680 W Claybourne Ave.	West Valley	YES	NO	Developed
WVLRT	WV	146	TC	1,090	1676 W Claybourne Ave.	West Valley	YES	NO	Undeveloped
WVLRT	WV	147	TC	741	1674 W Claybourne Ave.	West Valley	YES	NO	Developed
WVLRT	WV	148	TC	391	1620 W Claybourne Ave.	West Valley	YES	NO	Developed
WVLRT	WV	149	TC	165	1618 W Claybourne Ave.	West Valley	YES	NO	Developed
WVLRT	WV	150	TC	114	1616 W Claybourne Ave.	West Valley	YES	NO	Developed
WVLRT	WV	151, 152	TC	74	1614 W Claybourne Ave.	West Valley	YES	NO	Developed
WVLRT	WV	153	TC	310	1600 W Claybourne Ave.	West Valley	YES	NO	Developed
WVLRT	WV	157	TC	291	1633 W Southgate Ave.	West Valley	YES	NO	Developed
WVLRT	WV	158	TC	433	1601 W Southgate Ave.	West Valley	YES	NO	Developed

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WVLRT	WV	159	TC	208	2752 S Lester St.	West Valley	YES	NO	Developed
WVLRT	WV	169	TC	212	1577 W Southgate Ave.	West Valley	YES	NO	Developed
WVLRT	WV	170	TC	239	1569 W Southgate Ave.	West Valley	YES	NO	Developed
WVLRT	WV	171, 171.1	TC	225	1547 W Southgate Ave.	West Valley	YES	NO	Developed
WVLRT	WV	172	TC	225	1555 W Southgate Ave.	West Valley	YES	NO	Developed
WVLRT	WV	173	TC	254	1545 W Southgate Ave.	West Valley	YES	NO	Developed
WVLRT	WV	174	TC	1,381	1531 W Southgate Ave.	West Valley	YES	NO	Developed
WVLRT	WV	175	TC	7,569	1525 W Southgate Ave.	West Valley	YES	NO	Developed
WVLRT	WV	181	TC	18,497	1493 W Crystal Ave.	West Valley	YES	NO	Developed
WVLRT	WV	182	TC	21,625	1400 W Crystal Ave.	West Valley	YES	NO	Developed
WVLRT	WV	183	TC	23,100	1401 W Crystal Ave.	West Valley	YES	NO	Developed
WVLRT	WV	184	TC	43,580	1363 W Crystal Ave.	West Valley	YES	NO	Undeveloped
WVLRT	WV	185, RMP Easement	TC	22,155	1225 W 2625 S	West Valley	YES	NO	Developed
WVLRT	WV	187, RMP Easement	TC	22,686	1235 W Crystal Ave.	West Valley	YES	NO	Developed
WVLRT	WV	188:T	TC	13,939	2656 S Chesterfield St.	West Valley	YES	NO	Developed
WVLRT	WV	189, 189:E	TC	5,855	3650 S Chesterfield St	West Valley	YES	NO	Developed
WVLRT	WV	191, 192, 193, 193:E	TC	89,822	2910, 2625, 2645 S Chesterfield St.	West Valley	NO	NO	Developed
WVLRT	WV	194, 194:E	TC	25,099	2613 S Chesterfield St.	West Valley	YES	NO	Developed
WVLRT	WV	195, 195:E; 195:E1	TC	4,884	2593 S Chesterfield St	West Valley	YES	NO	Developed
WVLRT	WV	196	TC	1,131	2581 S Chesterfield St.	West Valley	YES	NO	Developed
WVLRT	WV	200	TC	5,512	2551 S Chesterfield St.	West Valley	YES	NO	Developed
WVLRT	WV	201, 201:1	TC	1,136	2516 S Winton St.	West Valley	YES	NO	Developed
WVLRT	WV	207, 208, 209	TC	36,627	2505 S Winton St. (WV-207 & -209); 2501 S Winton St. (WV-208)	West Valley	YES	NO	Developed
WVLRT	WV	231, 231:1, 231:ST	TC	113,356	1264 W 2240 S	West Valley	YES	NO	Developed
WVLRT	WV	232, 233	TC	1,056,976	2200 S 900 W	West Valley	YES	NO	Developed
WVLRT	WV	234, 234:E; 234:2E, 234:3E, RMP Easement Section 23	TC	34,362	2265 S 900 W	West Valley	YES	NO	Developed
WVLRT	WV	237, 237:E, 237:SQ, RMP Easement Section 23	TC	32,567	823 W Davis Rd.	West Valley	YES	NO	Developed
WVLRT	WV	238:A, 238:AQ, 238:2E, 239:A, 239:AQ, 239:2E, 242:Q, 242:EQ	TC	35,869	830 W Davis Rd.	West Valley	NO	NO	Developed
WVLRT	WV	246, 247, 248	TC	7,243	2225 S 300 W	West Valley	YES	NO	Developed
WVLRT	WV	253, 253:1	TC	6,727	360 W Bugatti Ave.	West Valley	YES	NO	Developed

Project	Project Code	Project #	Category	Fee SqFt	St. Address (+/-)	City	Bond	Fed	Un/Developed
WVLRT	WV	255, 255:1	TC	230	360 W Bugatti Ave.	West Valley	YES	NO	Developed
WVLRT	WV	259	TC	2,753	250 W Crossroad Sq.	West Valley	YES	NO	Developed
WVLRT	WV	260	TC	1,501	210 W Crossroad Sq.	West Valley	YES	NO	Developed
WVLRT	WV	261	TC	2,185	2191 S 300 W	West Valley	YES	NO	Developed
WVLRT	WV	Interlocal Agreement	TC	22,246	2825 W Lehman Ave., 3650 S Market St.	West Valley	NO	NO	Developed
WVLRT	WV - Amend:11	240, 241, 241:2E, 241:EX	TC	38,291	Parcel 240 & 241	West Valley	YES	NO	Developed
WVLRT	WVIH	WVIH or BRT-25T	TC	7,841	3600 S Market St.	West Valley	NO	YES	Developed



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/8/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Heather Barnum, Chief Communications Officer
PRESENTER(S): Heather Barnum, Chief Communications Officer

TITLE:

R2024-05-01 - Resolution Approving Light Rail Station Name for TRAX South Jordan Downtown 11000 South Station

AGENDA ITEM TYPE:

Resolution

RECOMMENDATION:

Approve Resolution R2024-05-01 to authorize naming UTA's new TRAX station to be constructed later this year as the "South Jordan Downtown 11000 South Station"

BACKGROUND:

Board Policy 3.1 Advertising and Naming requires the Board of Trustees to approve all transit station, facility and service brands. The policy requires the Authority to select primary station names that assist customers in navigating our transit system, such as names that incorporate geographical coordinates. Secondary station names may relate to geographical landmarks, public activities, or names that have historical or cultural significance to the immediate area in which the station is located. Stations, facilities, or service brands may not be names after any individual living or deceased.

DISCUSSION:

UTA staff and Board Chair Christensen worked within the policy to determine a propped name that met the criteria and a critical component of rider wayfinding experience. Discussions were had with the City of South Jordan Mayor and staff, who requested the name South Jordan be in the name of the station. The request met the criteria of the agency, and a mutually agreed upon name was determined for the Board's discussion and approval.

ALTERNATIVES:

We discussed and proposed several alternatives to the station naming with the city and this was the preferred alternative for both the agency and the city.

The station requires a name, so the alternative would be for the Board to reject this resolution and require the agency to propose other options.

FISCAL IMPACT:

This resolution has no direct fiscal impact. Signage, maps, and other materials associated with the station building are worked into the project or agency budget.

ATTACHMENTS:

Draft Station Name Rendering

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
UTAH TRANSIT AUTHORITY APPROVING LIGHT RAIL STATION NAME FOR
TRAX SOUTH JORDAN DOWNTOWN 11000 SOUTH STATION**

R2024-05-01

May 8, 2024

WHEREAS, the Utah Transit Authority (the “Authority”) is a large public transit district organized under the laws of the State of Utah and created to transact and exercise all of the powers provided for in the Utah Limited Purpose Local Government Entities - Special Districts Act and the Utah Public Transit District Act (“the Act”); and

WHEREAS, in Board Policy 3.1, titled “Advertising and Naming” (the “Policy”), the Board of Trustees (“Board”) reserves the authority to name stations, facilities, and service brands of the Authority; and

WHEREAS, under the Policy, the Board approves primary station names that assist customers in navigating its transit system, such as names that incorporate geographical coordinates; and

WHEREAS, under the Policy, the Board, when approving a secondary station name will select a name that relates to geographical landmarks, public activities, or names that have historical or cultural significance to the immediate area in which a station is located; and

WHEREAS, under the Policy, the Board of the Authority may not name any stations, facilities, or service brands after any individual, either living or deceased; and

WHEREAS, the Authority has sought to establish consistent naming conventions for rail and bus routes, as well as station names to provide clarity and simplicity for riders; and

WHEREAS, the Board of the Authority wishes to name a new light rail station including a new TRAX station located at approximately 11000 South in South Jordan, Utah on the TRAX Red Line.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Utah Transit Authority:

1. That the new primary name for the TRAX station located at approximately 11000 South in South Jordan, Utah shall be “South Jordan Downtown 11000 South.”
2. That the Board of Trustees formally ratifies actions taken by the Authority, including those taken by the Executive Director, staff, and counsel, that are necessary or appropriate to give effect to this Resolution.
3. That the corporate seal be attached hereto.

Approved and adopted this 8th day of May 2024.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

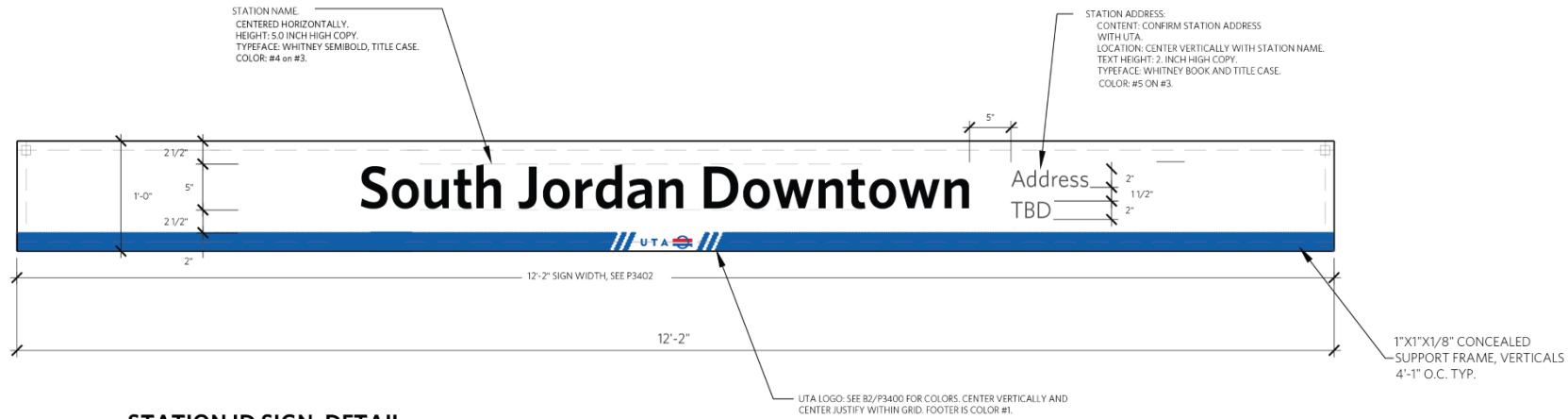
Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:
David Wilkins
0F6F046DE4724A2...

Legal Counsel



STATION ID SIGN: DETAIL





Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/8/2024

TO: Board of Trustees
FROM: Carlton Christensen, Chair of the Board
PRESENTER(S): Carlton Christensen, Chair of the Board
Viola Miller, Chief Financial Officer

TITLE:

R2024-05-02 - Resolution Appointing Robert Lamph as Officer and Comptroller of the Authority

AGENDA ITEM TYPE:

Resolution

RECOMMENDATION:

Approve resolution R2024-05-02 appointing Robert Lamph as Officer and Comptroller of the Authority.

BACKGROUND:

The Utah Public Transit District Act requires the Board of Trustees to appoint district officers including the Executive Director, Secretary, Treasurer, Comptroller and Internal Auditor. The Authority's Acting Comptroller, Eric Barrett, will be replaced with this appointment of a new permanent Comptroller.

DISCUSSION:

This resolution requests the Board of Trustees to appoint Robert Lamph as Officer and Comptroller of the Authority. He meets the statutory requirements for the position, as laid out in the Utah Public Transit District Act in that he has practiced accounting for eleven years (the statute requires seven years of accounting experience).

ALTERNATIVES:

The Board is obligated by statute to appoint a Comptroller for the Authority.

FISCAL IMPACT:

Nominal impact on UTA Financial status.

ATTACHMENTS:

Resolution R2024-05-02

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY APPOINTING ROBERT LAMPH AS OFFICER
AND COMPTROLLER OF THE AUTHORITY**

R2024-05-02

May 8, 2024

WHEREAS, the Utah Transit Authority (the “Authority”) is a large public transit district organized under the laws of the State of Utah and created to transact and exercise all of the powers provided for in the Utah Limited Purpose Local Government Entities - Special Districts Act and the Utah Public Transit District Act (“Act”);

WHEREAS, the Act requires the Board of Trustees (“Board”) of the Authority to appoint district officers, which includes a Comptroller;

WHEREAS, the Board of the Authority previously, in Resolution R2023-11-04 appointed Eric Barrett as Acting Comptroller; and

WHEREAS, the Board of the Authority in Resolution R2024-03-05 continued the appointment of Eric Barrett as Acting Comptroller; and

WHEREAS, the Authority, after an extensive search has chosen a new individual, Robert Lamph, to become Comptroller on a full-time basis; and

WHEREAS, the Board wishes to appoint Robert Lamph as Comptroller of the Authority; and

WHEREAS, Robert Lamph meets the requirements of the Act to serve as Comptroller in that he has been practicing accounting since 2013.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Utah Transit Authority:

1. That the Board hereby appoints Robert Lamph as an Officer and Comptroller of the Authority.
2. That the Board formally ratifies actions taken by the Authority, including those taken by the Executive Director, staff, and counsel that are necessary or appropriate to give effect to this Resolution.
3. That the corporate seal be attached hereto.

Approved and adopted this 8th day of May 2024.

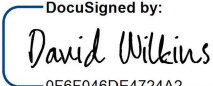
Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:


0E6E046DE4724A2...
Legal Counsel



U T A

Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/8/2024

TO: Board of Trustees
FROM: Carlton Christensen, Chair of the Board of Trustees
PRESENTER(S): Cathie Griffiths, Executive Assistant to Board Chair

TITLE:

Oath of Office: Officer and Comptroller - Rob Lamph

AGENDA ITEM TYPE:

Oath of Office

RECOMMENDATION:

Oath of office administered by notary public, Cathie Griffiths

DISCUSSION:

As per R2024-05-02 Resolution Appointing Rob Lamph as Officer and Comptroller of the Authority, Cathie Griffiths will administer the oath of office to Mr. Lamph.

ATTACHMENTS:

None



U T A

Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/8/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Kim Shanklin, Chief People Officer
PRESENTER(S): Greg Gerber, Director Talent Acquisition

TITLE:

Contract: Task Ordering Agreement for Recruiting Services Pool (Tryfacta, Inc.)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute the Task Ordering Agreement and associated disbursements with Tryfacta, Inc. as one of 5 contractors in a recruiting services pool with a not-to-exceed amount of \$500,000.

BACKGROUND:

UTA currently does not have any recruiting firms on contract to use for direct placement. The process to bring in a recruiting firm can be lengthy and there are times when we need to hire a qualified candidate quickly. There are also no state contracts currently in place that we can use. By having a pool of recruiting firms on contract UTA will be able to quickly reach out for help when needed to hire qualified talent.

DISCUSSION:

This contract is to help Utah Transit Authority (UTA) find, recruit, and hire qualified employees to work hard to fill key positions. The services will be used to fill Information Technology, Organization Excellence/Continuous Improvement, Human Resource, Finance, and other positions within UTA.

This contract is one of 5 task ordering agreements awarded to 5 different firms in a recruiting services pool. The contractor that brings in a qualified candidate selected by UTA for a specific position receives an agreed-upon commission. The Not-to-Exceed (NTE) amount for all 5 contracts in the pool is \$500,000.

CONTRACT SUMMARY:

Contractor Name:	Tryfacta, Inc.
Contract Number:	23-037842CG
Base Contract Effective Dates:	5/9/2024 through 3/26/2029
Extended Contract Dates:	NA
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Contract Value:	NTE \$500,000 for all 5 contracts in the pool.
Procurement Method:	RFP
Budget Authority:	Approved 2024 Operating Budget

ALTERNATIVES:

The intent of this recruiting pool is to only use it when UTA internal recruitment resources are unable to fulfill the recruitment request due to either an aggressive "Time to Fill" expectation or UTA is looking for a VERY unique skillset. If this recruitment pool of staffing resources is rejected, UTA risks not finding the right talent for its mission critical work in a timely fashion.

FISCAL IMPACT:

The 2024 approved budget includes \$100,000 for the Recruiting Pool. Projected funding requests for 2025, 2026, 2027, and 2028 will be \$100,000 for each year. The total 5-year Pool Not-To-Exceed (NTE) amount is \$500,000. All funds will come from the Contract Services operating expense line item in the Department of Human Resources yearly budget 5200.50353.92.

2024 Budgeted Total: \$100,000
2025 Budget Request: \$100,000
2026 Budget Request: \$100,000
2027 Budget Request: \$100,000
2028 Budget Request: \$100,000
Expected 5-year Recruiting Pool spend: \$500,000

ATTACHMENTS:

Contract

TASK ORDERING AGREEMENT FOR RECRUITING SERVICES
UTA CONTRACT #23-037842
UTA Recruiting Pool

This Task Ordering Agreement (TOA) is entered into and made effective as of the date of last signature below (the “Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and Tryfacta, Inc (“Consultant”).

RECITALS

WHEREAS, UTA desires to award a task ordering contract for professional recruiting services per the Statement of Services contained at Exhibit A.

WHEREAS, on 9/20/2023, UTA issued Request for Proposal Package Number 23-037841CG (“RFP”) encouraging interested parties to submit Proposals to perform the services described in the RFP.

WHEREAS, upon evaluation of the proposals submitted in response to the RFP, UTA selected Consultant as one of multiple awardees with whom to negotiate a contract to perform the Work.

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

AGREEMENT

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

1. SERVICES TO BE PROVIDED

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

- d. Consultant shall furnish only qualified personnel and materials necessary for the performance of the Work.
- e. When performing Work on UTA property, Consultant shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.
- f. Consultant is one of several awardees within a recruiting pool. Each member of the pool receiving a contract shall have a fair opportunity to bring qualified candidates to UTA for consideration. If a consultant's candidate is selected, it shall receive the placement fee as described in Exhibit B.

2. **TASK ORDER ISSUANCE**

- a. The Consultant's shall perform recruiting services with respect to a variety of positions and candidates. UTA shall issue a task order for each position it desires to fill. Task Orders shall be issued to all Consultants with the recruiting pool. as described in Exhibit A..
- b. If UTA, in its sole discretion, decides not to issue additional task orders beyond those already issued, this agreement shall be cancelled at no additional cost (beyond task orders already issued) to either Party.

4. 3. **FINAL ACCEPTANCE OF TASKS**

Each Task shall require the Consultant to locate and recruit candidates qualified for the open UTA position. Candidates shall be submitted to UTA for consideration. UTA's subsequent selection of a candidate is solely within UTA's discretion. A Consultant may submit multiple candidates for consideration by UTA in response to each Task Order.

5. **PERIOD OF PERFORMANCE**

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for five-year period expiring March 26th, 2029. This Contract may be further extended if the Consultant and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

6. **COMPENSATION**

Compensation shall be as described in Exhibit B. **INCORPORATED DOCUMENTS**

- a. The following documents hereinafter listed in chronological order, are hereby

incorporated into the Contract by reference and made a part hereof:

1. The terms and conditions of this Task Ordering Agreement (including any exhibits and attachments hereto).
 2. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services;
 3. Consultant's Proposal including, without limitation, all federal certifications (as applicable);
- b. The above-referenced documents are made as fully a part of the Contract as if hereto included or attached.

7. ORDER OF PRECEDENCE

The Order of Precedence for this contract is as follows:

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

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

8. CHANGES

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

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

- b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.
- c. Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement

set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for “constructive” changes in Work, Consultant must give UTA’s Project Manager or designee written notice stating:

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

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

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

9. **INVOICING PROCEDURES**

- a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
 - i. Contractor Name
 - ii. Unique Invoice Number
 - iii. PO Number
 - iv. Invoice Date
 - v. Detailed Description of Charges
 - vi. Total Dollar Amount Due
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to ap@rideuta.com . Invoices not

submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department.

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

10. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT

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

11. USE OF SUBCONSULTANTS

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

12. KEY PERSONNEL

Consultant shall provide the key personnel as indicated in Consultant's Proposal (or other applicable provisions of this Contract) and shall not change any of said key personnel without the express written

consent of UTA. The following personnel are considered to be “key” under this clause:

Raj J

Arman Dhar

Adesh Tyagi

If the key personnel listed above are changed without UTA’s permission, the Consultant is in default of the contract and liable for default damages.

13. **SUSPENSION OF WORK**

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

14. **TERMINATION**

- a. **FOR CONVENIENCE:** UTA shall have the right to terminate the Contract at any time by providing written notice to Consultant. If the Contract is terminated for convenience, UTA shall pay Consultant: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subconsultant termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Consultant shall promptly submit a termination claim to UTA. If Consultant has any property in its possession belonging to UTA, Consultant will account for the same, and dispose of it in the manner UTA directs.
- b. **FOR DEFAULT:** If Consultant (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subconsultants or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Consultant seven (7) days written notice to cure such default:

1. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other Consultants or UTA's own forces, in which event Consultant shall be liable for all incremental costs so incurred by UTA;
 2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
 3. Except to the extent limited by the Contract, pursue other remedies available at law.
- c. **CONSULTANT'S POST TERMINATION OBLIGATIONS:** Upon receipt of a termination notice as provided above, Consultant shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Consultant shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Consultant's final invoice, and shall invoice Consultant for any additional amounts payable by Consultant (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Consultant shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Goods and Services furnished by Consultant prior to termination.
- d. **TERMINATION OF TASKS OR TOA**
- UTA's termination rights under this Article shall apply, in UTA's discretion, to either an individual task order or the entire TOA. Where the TOA is terminated for convenience, the Consultant shall be entitled to payment in full for all tasks satisfactorily completed prior to the termination date. Where a task is terminated prior to acceptance by UTA, Consultant shall be entitled to its actual allowable and allocable costs expended to the date of termination for the terminated task.

15. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

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

shall flow-down (as a matter of written contract) these records requirements to all subconsultants utilized in the performance of the Work at any tier.

16. FINDINGS CONFIDENTIAL

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

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

mitigation of the breach for review and approval by UTA.

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

17. PUBLIC INFORMATION.

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

18. GENERAL INDEMNIFICATION

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

UTA or the Indemnitees.

19. **INSURANCE REQUIREMENTS**

Standard Insurance Requirements

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

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

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

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |
- a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".
- b. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: “Contractual Liability Railroads” ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing “Utah Transit Authority Property” as the Designated Job Site
2. Worker's Compensation and Employers' Liability
- | | |
|-------------------------|-----------|
| Workers’ Compensation | Statutory |
| Employers' Liability | |
| Each Accident | \$100,000 |
| Disease – Each Employee | \$100,000 |
| Disease – Policy Limit | \$500,000 |
- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
- b. This requirement shall not apply when a Contractor or subContractor is exempt under UCA, AND when such Contractor or subContractor executes the appropriate waiver form.

3. Professional Liability (Errors and Omissions Liability)

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

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

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

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

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

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

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

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

All certificates and any required endorsements are to be sent to utahta@ebix.com and

received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

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

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

20. **INTELLECTUAL PROPERTY INDEMNIFICATION**

- a. Consultant shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all Claims of any kind or nature whatsoever on account of infringement relating to Consultant's performance under this Contract. If notified promptly in writing and given authority, information and assistance, Consultant shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Consultant shall pay all damages and costs awarded therein against UTA due to such breach. In case any portion of the Work is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under this Contract, Consultant shall, at its expense and through mutual agreement between the UTA and Consultant, either procure for UTA any necessary intellectual property rights, or modify Consultant's services or deliverables such that the claimed infringement is eliminated.
- b. Consultant shall: (i) protect, release, defend, indemnify and hold harmless UTA and the

other Indemnitees against and from any and all liens or Claims made or filed against UTA or upon the Work or the property on which the Work is located on account of any labor performed or labor, services, and equipment furnished by subconsultants of any tier; and (ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Consultant or its subconsultants of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, Consultant, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Consultant fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subconsultant, Consultant shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Consultant fails to do so, Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

21. **INDEPENDENT CONTRACTOR**

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

22. **PROHIBITED INTEREST**

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

23. **CLAIMS/DISPUTE RESOLUTION**

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

Level of Authority

Time Limit

UTA's Project Manager/Consultant's Project Manager	Five calendar days
UTA's Greg Gerber/Consultant's [SECOND LEVEL]	Five calendar days
UTA's Kim Shanklin/Consultant's [THIRD LEVEL]	Five calendar days

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

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

24. **GOVERNING LAW**

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

25. **ASSIGNMENT OF CONTRACT**

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

26. **NONWAIVER**

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

27. **NOTICES OR DEMANDS**

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

b.

If to UTA:

Utah Transit Authority

ATTN: Chad Gonzales

669 West 200 South

Salt Lake City, UT 84101

with a required copy to:

Utah Transit Authority

ATTN: Legal Counsel

669 West 200 South

Salt Lake City, UT 84101

If to Consultant:

XXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXX

- c. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice. Either party may change the address at which such party desires to receive written notice by providing written notice of such change to any other party.
- d. Notwithstanding Section 23.1, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract.

28. **CONTRACT ADMINISTRATOR**

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

29. **COSTS AND ATTORNEYS FEES**

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

30. **NO THIRD-PARTY BENEFICIARY**

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

31. **FORCE MAJEURE**

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

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

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

33. **SEVERABILITY**

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

34. **ENTIRE AGREEMENT**

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

35. **AMENDMENTS**

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

36. **COUNTERPARTS**

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

37. **SURVIVAL**

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

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

UTAH TRANSIT AUTHORITY:

CONSULTANT:

By _____

By Arman Dhar Digitally signed by Arman Dhar
Date: 2024.03.05 09:16:58
+08'00'
Name Arman Dhar
Title VP of Operations

By _____

By _____
Name _____
Title _____

By  3/5/2024
70E33A415BA44F6...
UTA Legal Counsel

Exhibit A

Scope of Work

The process for engaging the contractor will be:

UTA Expectation:

1. Notify the Contractor pool of the vacancy through issuance of a Task Order. .
2. Provide a job description, required and desired candidate qualifications, deadline for submission of candidates, and other pertinent information within the Task Order.
3. Provide an opportunity for the Contractor to meet UTA hiring officials including hiring manager to further define the ideal candidate.
4. Provide the Contractor an opportunity to source and submit candidates for consideration through UTA Applicant Tracking System (ATS) agency portal.

Contractor Expectations:

Upon receipt of notification of a vacancy, the Contractor shall engage in an active search of qualified candidates, which may include:

1. A multi-format nationwide search of potential candidates pools;
2. Meetings with key individuals who will influence the search or who have decision making authority in the candidate selection process. The Contractor is expected to learn about UTA's environment, culture and needs to make organization-candidate matches that are attractive to and benefit both parties.
3. Recruitment activities, including advertising of the position, direct contact and promotion of the position to potential candidates (including passive candidates and candidates recommended by UTA) and responses to inquiries by potential candidates.
4. Screening of candidates and verification of candidate qualifications including an evaluation of public scrutiny red flags.
5. Submit applicants resume to UTA through UTA ATS agency portal
6. Participation in interview activities to provide advice, consultation, and salary negotiation during the selection stage of the recruitment.
7. Arrangement of candidates travel itinerary.

Note: The Contractor is responsible for verifying a candidate meets the requirements set forth above, as well as any additional requirements established by UTA, and shall, upon request promptly provide proof of the candidate's compliance with all applicable requirements. Applicants already in UTA ATS less than six months will be considered UTA applicants.

UTA will then select possible candidates for each contractors lists and if an employee is hired from the pool, UTA will pay the firm fixed percent of candidate annual salary in the contract.

Exhibit B**Pricing**

1. **Total Not-To-Exceed Amount:** The total aggregate amount payable by UTA under this contract, collectively for all contractors in the pool, shall not exceed \$500,000 (the "Total Not-To-Exceed Amount") over the entire period of performance. This total NTE amount shall decrease with each payment to a Consultant within the Pool.
2. **Contractor Billing Rates:** The contractor placement fees are as follows:

Position Category	Fee Upon Placement (% First Annual Salary)
Information Technology	10.00%
Organization Excellence/Continuous Improvement	10.00%
Human Resource	10.00%
Finance	10.00%
Other Position	10.00%

Payment shall only be made to the Consultant who first submits a candidate to UTA who subsequently accepts a position with UTA.

3. **Allocation of Total Not-To-Exceed Amount:** The Total Not-To-Exceed Amount shall be allocated among the contractors in the pool based on the actual services rendered. Each contractor's billing rates will be applied as applicable.
4. **Work Allocation:** Contractors in the pool acknowledge and agree that billing will only take place upon successful placement of contractors candidate.
5. **Invoicing and Payment:** Contractors shall submit invoices to UTA for services rendered based on the agreed-upon placement fee shown in the table above. . Payments will be made in accordance with the payment terms specified in the main body of this contract.

EXHIBIT C – TASK ORDER TEMPLATE

TASK ORDER NO. _____

TASK ORDER NAME: _____

This is Task Order No. _____ to Contract No. _____ entered into by and between Utah Transit Authority (UTA) and _____, (Contractor) as of _____, _____, 202_

This Task Order is part of the above-described Contract and is governed by the terms thereof.

6. The purpose of this Task Order is to provide a job description, required and desired candidate qualifications, deadline for submission of candidates, and other pertinent information. UTA and Contractor hereby agree as follows:

1.0 SCOPE OF SERVICES

The scope of work for this Task Order _____ is hereby attached and incorporated into this Task Order.

2.0 SCHEDULE

The Substantial Completion Date for this Task is _____, _____, 202_. The Final Acceptance Date for this Task is _____, _____, 202_.

3.0 PRICE (as described in Exhibit B)

IN WITNESS WHEREOF, this Task Order has been executed by UTA and the Contractor or its appointed representative

UTAH TRANSIT AUTHORITY:

CONTRACTOR:

By: _____
Date

By: _____

By: _____
Date

Date: _____

By: _____
Date

By: _____

ATTACHMENT 1 – TASK ORDER STATEMENT OF WORK OR SERVICES

Job Description:

Required Qualifications:

Desired Qaulifications:

Time Frame:

Other:



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/8/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Kim Shanklin, Chief People Officer
PRESENTER(S): Greg Gerber, Director Talent Acquisition

TITLE:

Contract: Task Ordering Agreement for Recruiting Services Pool (Millennium Solutions Group LLC)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute the Task Ordering Agreement and associated disbursements with Millennium Solutions Group LLC as one of 5 contractors in a recruiting services pool with a not-to-exceed amount of \$500,000.

BACKGROUND:

UTA currently does not have any recruiting firms on contract to use for direct placement. The process to bring in a recruiting firm can be lengthy and there are times when we need to hire a qualified candidate quickly. There are also no state contracts currently in place that we can use. By having a pool of recruiting firms on contract UTA will be able to quickly reach out for help when needed to hire qualified talent.

DISCUSSION:

This contract is to help Utah Transit Authority (UTA) find, recruit, and hire qualified employees to work hard to fill key positions. The services will be used to fill Information Technology, Organization Excellence/Continuous Improvement, Human Resource, Finance, and other positions within UTA.

This contract is one of 5 task ordering agreements awarded to 5 different firms in a recruiting services pool. The contractor that brings in a qualified candidate selected by UTA for a specific position receives an agreed-upon commission. The Not-to-Exceed (NTE) amount for all 5 contracts in the pool is \$500,000.

CONTRACT SUMMARY:

Contractor Name:	Millennium Solutions Group LLC
Contract Number:	23-037843CG
Base Contract Effective Dates:	5/8/2024 through 3/26/2029
Extended Contract Dates:	NA
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Contract Value:	\$500,000 for all 5 contracts in the pool.
Procurement Method:	RFP
Budget Authority:	Approved 2024 Operating Budget

ALTERNATIVES:

The intent of this recruiting pool is to only use it when UTA internal recruitment resources are unable to fulfill the recruitment request due to either an aggressive "Time to Fill" expectation or UTA is looking for a VERY unique skillset. If this recruitment pool of staffing resources is rejected, UTA risks not finding the right talent for its mission critical work in a timely fashion.

FISCAL IMPACT:

The 2024 approved budget includes \$100,000 for the recruiting pool. Projected funding requests for 2025, 2026, 2027, and 2028 will be \$100,000 for each year. The total 5-year Pool Not-To-Exceed (NTE) amount is \$500,000. All funds will come from the Contract Services operating expense line item in the Department of Human Resources yearly budget 5200.50353.92.

2024 Budgeted Total: \$100,000
2025 Budget Request: \$100,000
2026 Budget Request: \$100,000
2027 Budget Request: \$100,000
2028 Budget Request: \$100,000
Expected 5-year Recruiting Pool spend: \$500,000

ATTACHMENTS:

Contract

TASK ORDERING AGREEMENT FOR RECRUITING SERVICES
UTA CONTRACT #23-037843
UTA Recruiting Pool

This Task Ordering Agreement (TOA) is entered into and made effective as of the date of last signature below (the “Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and Millennium Solutions Group, LLC (“Consultant”).

RECITALS

WHEREAS, UTA desires to award a task ordering contract for professional recruiting services per the Statement of Services contained at Exhibit A.

WHEREAS, on 9/20/2023, UTA issued Request for Proposal Package Number 23-037841CG (“RFP”) encouraging interested parties to submit Proposals to perform the services described in the RFP.

WHEREAS, upon evaluation of the proposals submitted in response to the RFP, UTA selected Consultant as one of multiple awardees with whom to negotiate a contract to perform the Work.

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

AGREEMENT

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

1. SERVICES TO BE PROVIDED

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

- d. Consultant shall furnish only qualified personnel and materials necessary for the performance of the Work.
- e. When performing Work on UTA property, Consultant shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.
- f. Consultant is one of several awardees within a recruiting pool. Each member of the pool receiving a contract shall have a fair opportunity to bring qualified candidates to UTA for consideration. If a consultant's candidate is selected, it shall receive the placement fee as described in Exhibit B.

2. **TASK ORDER ISSUANCE**

- a. The Consultant's shall perform recruiting services with respect to a variety of positions and candidates. UTA shall issue a task order for each position it desires to fill. Task Orders shall be issued to all Consultants with the recruiting pool. as described in Exhibit A..
- b. If UTA, in its sole discretion, decides not to issue additional task orders beyond those already issued, this agreement shall be cancelled at no additional cost (beyond task orders already issued) to either Party.

4. 3. **FINAL ACCEPTANCE OF TASKS**

Each Task shall require the Consultant to locate and recruit candidates qualified for the open UTA position. Candidates shall be submitted to UTA for consideration. UTA's subsequent selection of a candidate is solely within UTA's discretion. A Consultant may submit multiple candidates for consideration by UTA in response to each Task Order.

5. **PERIOD OF PERFORMANCE**

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for five-year period expiring March 26th, 2029. This Contract may be further extended if the Consultant and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

6. **COMPENSATION**

Compensation shall be as described in Exhibit B. **INCORPORATED DOCUMENTS**

- a. The following documents hereinafter listed in chronological order, are hereby

incorporated into the Contract by reference and made a part hereof:

1. The terms and conditions of this Task Ordering Agreement (including any exhibits and attachments hereto).
2. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services;
3. Consultant's Proposal including, without limitation, all federal certifications (as applicable);
- b. The above-referenced documents are made as fully a part of the Contract as if hereto included or attached.

7. ORDER OF PRECEDENCE

The Order of Precedence for this contract is as follows:

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

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

8. CHANGES

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

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

- b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.
- c. Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement

set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for “constructive” changes in Work, Consultant must give UTA’s Project Manager or designee written notice stating:

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

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

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

9. **INVOICING PROCEDURES**

- a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
 - i. Contractor Name
 - ii. Unique Invoice Number
 - iii. PO Number
 - iv. Invoice Date
 - v. Detailed Description of Charges
 - vi. Total Dollar Amount Due
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to ap@rideuta.com . Invoices not

submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department.

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

10. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT

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

11. USE OF SUBCONSULTANTS

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

12. KEY PERSONNEL

Consultant shall provide the key personnel as indicated in Consultant's Proposal (or other applicable provisions of this Contract) and shall not change any of said key personnel without the express written

consent of UTA. The following personnel are considered to be “key” under this clause:

If the key personnel listed above are changed without UTA’s permission, the Consultant is in default of the contract and liable for default damages.

13. **SUSPENSION OF WORK**

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

14. **TERMINATION**

- a. **FOR CONVENIENCE:** UTA shall have the right to terminate the Contract at any time by providing written notice to Consultant. If the Contract is terminated for convenience, UTA shall pay Consultant: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subconsultant termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Consultant shall promptly submit a termination claim to UTA. If Consultant has any property in its possession belonging to UTA, Consultant will account for the same, and dispose of it in the manner UTA directs.
- b. **FOR DEFAULT:** If Consultant (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subconsultants or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Consultant seven (7) days written notice to cure such default:

1. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other Consultants or UTA's own forces, in which event Consultant shall be liable for all incremental costs so incurred by UTA;
 2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
 3. Except to the extent limited by the Contract, pursue other remedies available at law.
- c. **CONSULTANT'S POST TERMINATION OBLIGATIONS:** Upon receipt of a termination notice as provided above, Consultant shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Consultant shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Consultant's final invoice, and shall invoice Consultant for any additional amounts payable by Consultant (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Consultant shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Goods and Services furnished by Consultant prior to termination.
- d. **TERMINATION OF TASKS OR TOA**
- UTA's termination rights under this Article shall apply, in UTA's discretion, to either an individual task order or the entire TOA. Where the TOA is terminated for convenience, the Consultant shall be entitled to payment in full for all tasks satisfactorily completed prior to the termination date. Where a task is terminated prior to acceptance by UTA, Consultant shall be entitled to its actual allowable and allocable costs expended to the date of termination for the terminated task.

15. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

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

shall flow-down (as a matter of written contract) these records requirements to all subconsultants utilized in the performance of the Work at any tier.

16. FINDINGS CONFIDENTIAL

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

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

mitigation of the breach for review and approval by UTA.

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

17. PUBLIC INFORMATION.

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

18. GENERAL INDEMNIFICATION

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

UTA or the Indemnitees.

19. **INSURANCE REQUIREMENTS**

Standard Insurance Requirements

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

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

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

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |
- a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor ".
- b. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: “Contractual Liability Railroads” ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing “Utah Transit Authority Property” as the Designated Job Site
2. Worker's Compensation and Employers' Liability
- | | |
|-------------------------|-----------|
| Workers’ Compensation | Statutory |
| Employers' Liability | |
| Each Accident | \$100,000 |
| Disease – Each Employee | \$100,000 |
| Disease – Policy Limit | \$500,000 |
- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
- b. This requirement shall not apply when a Contractor or subContractor is exempt under UCA, AND when such Contractor or subContractor executes the appropriate waiver form.

3. Professional Liability (Errors and Omissions Liability)

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

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

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

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

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

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

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

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

All certificates and any required endorsements are to be sent to utahta@ebix.com and

received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

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

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

20. **INTELLECTUAL PROPERTY INDEMNIFICATION**

- a. Consultant shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all Claims of any kind or nature whatsoever on account of infringement relating to Consultant's performance under this Contract. If notified promptly in writing and given authority, information and assistance, Consultant shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Consultant shall pay all damages and costs awarded therein against UTA due to such breach. In case any portion of the Work is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under this Contract, Consultant shall, at its expense and through mutual agreement between the UTA and Consultant, either procure for UTA any necessary intellectual property rights, or modify Consultant's services or deliverables such that the claimed infringement is eliminated.
- b. Consultant shall: (i) protect, release, defend, indemnify and hold harmless UTA and the

other Indemnitees against and from any and all liens or Claims made or filed against UTA or upon the Work or the property on which the Work is located on account of any labor performed or labor, services, and equipment furnished by subconsultants of any tier; and (ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Consultant or its subconsultants of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, Consultant, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Consultant fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subconsultant, Consultant shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Consultant fails to do so, Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

21. **INDEPENDENT CONTRACTOR**

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

22. **PROHIBITED INTEREST**

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

23. **CLAIMS/DISPUTE RESOLUTION**

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

Level of Authority

Time Limit

UTA's Project Manager/Consultant's Project Manager	Five calendar days
UTA's Greg Gerber/Consultant's [SECOND LEVEL]	Five calendar days
UTA's Kim Shanklin/Consultant's [THIRD LEVEL]	Five calendar days

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

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

24. **GOVERNING LAW**

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

25. **ASSIGNMENT OF CONTRACT**

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

26. **NONWAIVER**

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

27. **NOTICES OR DEMANDS**

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

b.

If to UTA:

Utah Transit Authority

ATTN: Chad Gonzales

669 West 200 South

Salt Lake City, UT 84101

with a required copy to:

Utah Transit Authority

ATTN: Legal Counsel

669 West 200 South

Salt Lake City, UT 84101

If to Consultant:

XXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXX

- c. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice. Either party may change the address at which such party desires to receive written notice by providing written notice of such change to any other party.
- d. Notwithstanding Section 23.1, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract.

28. **CONTRACT ADMINISTRATOR**

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

29. **COSTS AND ATTORNEYS FEES**

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

30. **NO THIRD-PARTY BENEFICIARY**

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

31. **FORCE MAJEURE**

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

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

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

33. **SEVERABILITY**

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

34. **ENTIRE AGREEMENT**

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

35. **AMENDMENTS**

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

36. **COUNTERPARTS**

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

37. **SURVIVAL**

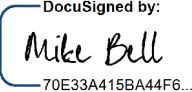
Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 5, 7, 8, 10, 14, 15, 17, 18, 19, 20, 23, 29 and 30.

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


UTAH TRANSIT AUTHORITY:

By _____

By _____

By  3/7/2024
70E33A415BA44F6...
UTA Legal Counsel

CONSULTANT:

By  _____
Name Anthony Beaman
Title President

By _____
Name _____
Title _____

Exhibit A

Scope of Work

The process for engaging the contractor will be:

UTA Expectation:

1. Notify the Contractor pool of the vacancy through issuance of a Task Order. .
2. Provide a job description, required and desired candidate qualifications, deadline for submission of candidates, and other pertinent information within the Task Order.
3. Provide an opportunity for the Contractor to meet UTA hiring officials including hiring manager to further define the ideal candidate.
4. Provide the Contractor an opportunity to source and submit candidates for consideration through UTA Applicant Tracking System (ATS) agency portal.

Contractor Expectations:

Upon receipt of notification of a vacancy, the Contractor shall engage in an active search of qualified candidates, which may include:

1. A multi-format nationwide search of potential candidates pools;
2. Meetings with key individuals who will influence the search or who have decision making authority in the candidate selection process. The Contractor is expected to learn about UTA's environment, culture and needs to make organization-candidate matches that are attractive to and benefit both parties.
3. Recruitment activities, including advertising of the position, direct contact and promotion of the position to potential candidates (including passive candidates and candidates recommended by UTA) and responses to inquiries by potential candidates.
4. Screening of candidates and verification of candidate qualifications including an evaluation of public scrutiny red flags.
5. Submit applicants resume to UTA through UTA ATS agency portal
6. Participation in interview activities to provide advice, consultation, and salary negotiation during the selection stage of the recruitment.
7. Arrangement of candidates travel itinerary.

Note: The Contractor is responsible for verifying a candidate meets the requirements set forth above, as well as any additional requirements established by UTA, and shall, upon request promptly provide proof of the candidate's compliance with all applicable requirements. Applicants already in UTA ATS less than six months will be considered UTA applicants.

UTA will then select possible candidates for each contractors lists and if an employee is hired from the pool, UTA will pay the firm fixed percent of candidate annual salary in the contract.

Exhibit B**Pricing**

1. **Total Not-To-Exceed Amount:** The total aggregate amount payable by UTA under this contract, collectively for all contractors in the pool, shall not exceed \$500,000 (the "Total Not-To-Exceed Amount") over the entire period of performance. This total NTE amount shall decrease with each payment to a Consultant within the Pool.
2. **Contractor Billing Rates:** The contractor placement fees are as follows:

Position Category	Fee Upon Placement (% First Annual Salary)
Information Technology	10.00%
Organization Excellence/Continuous Improvement	10.00%
Human Resource	10.00%
Finance	10.00%
Other Position	10.00%

Payment shall only be made to the Consultant who first submits a candidate to UTA who subsequently accepts a position with UTA.

3. **Allocation of Total Not-To-Exceed Amount:** The Total Not-To-Exceed Amount shall be allocated among the contractors in the pool based on the actual services rendered. Each contractor's billing rates will be applied as applicable.
4. **Work Allocation:** Contractors in the pool acknowledge and agree that billing will only take place upon successful placement of contractors candidate.
5. **Invoicing and Payment:** Contractors shall submit invoices to UTA for services rendered based on the agreed-upon placement fee shown in the table above. . Payments will be made in accordance with the payment terms specified in the main body of this contract.

EXHIBIT C – TASK ORDER TEMPLATE

TASK ORDER NO. _____

TASK ORDER NAME: _____

This is Task Order No. _____ to Contract No. _____ entered into by and between Utah Transit Authority (UTA) and _____, (Contractor) as of _____, _____, 202_

This Task Order is part of the above-described Contract and is governed by the terms thereof.

6. The purpose of this Task Order is to provide a job description, required and desired candidate qualifications, deadline for submission of candidates, and other pertinent information. UTA and Contractor hereby agree as follows:

1.0 SCOPE OF SERVICES

The scope of work for this Task Order _____ is hereby attached and incorporated into this Task Order.

2.0 SCHEDULE

The Substantial Completion Date for this Task is _____, _____, 202_. The Final Acceptance Date for this Task is _____, _____, 202_.

3.0 PRICE (as described in Exhibit B)

IN WITNESS WHEREOF, this Task Order has been executed by UTA and the Contractor or its appointed representative

UTAH TRANSIT AUTHORITY:

CONTRACTOR:

By: _____
Date

By: _____

By: _____
Date

Date: _____

By: _____
Date

By: _____

ATTACHMENT 1 – TASK ORDER STATEMENT OF WORK OR SERVICES

Job Description:

Required Qualifications:

Desired Qaulifications:

Time Frame:

Other:



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/8/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Kim Shanklin, Chief People Officer
PRESENTER(S): Greg Gerber, Director Talent Acquisition

TITLE:

Contract: Task Ordering Agreement for Recruiting Services Pool (Enterprise Solutions Inc)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute the Task Ordering Agreement and associated disbursements with Enterprise Solutions Inc as one of 5 contractors in a recruiting services pool with a not-to-exceed amount of \$500,000.

BACKGROUND:

UTA currently does not have any recruiting firms on contract to use for direct placement. The process to bring in a recruiting firm can be lengthy and there are times when we need to hire a qualified candidate quickly. There are also no state contracts currently in place that we can use. By having a pool of recruiting firms on contract UTA will be able to quickly reach out for help when needed to hire qualified talent

DISCUSSION:

This contract is to help Utah Transit Authority (UTA) find, recruit and hire qualified employees to work hard to fill key positions. The services will be used to fill Information Technology, Organization Excellence/Continuous Improvement, Human Resource, Finance, and other positions within UTA.

This contract is one of 5 task ordering agreements award to 5 different firms in a recruiting services pool. The contractor that brings in a qualified candidate selected by UTA for a specific position receives an agreed-upon commission. The Not-to-Exceed (NTE) amount for all 5 contracts in the pool is \$500,000.

CONTRACT SUMMARY:

Contractor Name:	Enterprise Solutions Inc
Contract Number:	23-037844CG
Base Contract Effective Dates:	5/8/2024 through 3/26/2029
Extended Contract Dates:	NA
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Contract Value:	NTE \$500,000 for the entire pool of 5 contracts.
Procurement Method:	RFP
Budget Authority:	Approved 2024 Operating Budget

ALTERNATIVES:

The intent of this recruiting pool is to only use it when UTA internal recruitment resources are unable to fulfill the recruitment request due to either an aggressive "Time to Fill" expectation or UTA is looking for a VERY unique skillset. If this recruitment pool of staffing resources is rejected, UTA risks not finding the right talent for its mission critical work in a timely fashion.

FISCAL IMPACT:

The 2024 approved budget includes \$100,000 for the recruiting pool. Projected funding requests for 2025, 2026, 2027, and 2028 will be \$100,000 for each year. The total 5-year Pool Not-To-Exceed (NTE) amount is \$500,000. All funds will come from the Contract Services operating expense line item in the Department of Human Resources yearly budget 5200.50353.92.

2024 Budgeted Total: \$100,000
2025 Budget Request: \$100,000
2026 Budget Request: \$100,000
2027 Budget Request: \$100,000
2028 Budget Request: \$100,000
Expected 5-year Recruiting Pool spend: \$500,000

ATTACHMENTS:

Contract

TASK ORDERING AGREEMENT FOR RECRUITING SERVICES
UTA CONTRACT #23-037844
UTA Recruiting Pool

This Task Ordering Agreement (TOA) is entered into and made effective as of the date of last signature below (the “Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and Enterprise Solutions, Inc (“Consultant”).

RECITALS

WHEREAS, UTA desires to award a task ordering contract for professional recruiting services per the Statement of Services contained at Exhibit A.

WHEREAS, on 9/20/2023, UTA issued Request for Proposal Package Number 23-037841CG (“RFP”) encouraging interested parties to submit Proposals to perform the services described in the RFP.

WHEREAS, upon evaluation of the proposals submitted in response to the RFP, UTA selected Consultant as one of multiple awardees with whom to negotiate a contract to perform the Work.

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

AGREEMENT

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

1. SERVICES TO BE PROVIDED

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

- d. Consultant shall furnish only qualified personnel and materials necessary for the performance of the Work.
- e. When performing Work on UTA property, Consultant shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.
- f. Consultant is one of several awardees within a recruiting pool. Each member of the pool receiving a contract shall have a fair opportunity to bring qualified candidates to UTA for consideration. If a consultant's candidate is selected, it shall receive the placement fee as described in Exhibit B.

2. **TASK ORDER ISSUANCE**

- a. The Consultant's shall perform recruiting services with respect to a variety of positions and candidates. UTA shall issue a task order for each position it desires to fill. Task Orders shall be issued to all Consultants with the recruiting pool. as described in Exhibit A..
- b. If UTA, in its sole discretion, decides not to issue additional task orders beyond those already issued, this agreement shall be cancelled at no additional cost (beyond task orders already issued) to either Party.

4. 3. **FINAL ACCEPTANCE OF TASKS**

Each Task shall require the Consultant to locate and recruit candidates qualified for the open UTA position. Candidates shall be submitted to UTA for consideration. UTA's subsequent selection of a candidate is solely within UTA's discretion. A Consultant may submit multiple candidates for consideration by UTA in response to each Task Order.

5. **PERIOD OF PERFORMANCE**

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for five-year period expiring March 26th, 2029. This Contract may be further extended if the Consultant and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

6. **COMPENSATION**

Compensation shall be as described in Exhibit B. **INCORPORATED DOCUMENTS**

- a. The following documents hereinafter listed in chronological order, are hereby

incorporated into the Contract by reference and made a part hereof:

1. The terms and conditions of this Task Ordering Agreement (including any exhibits and attachments hereto).
 2. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services;
 3. Consultant's Proposal including, without limitation, all federal certifications (as applicable);
- b. The above-referenced documents are made as fully a part of the Contract as if hereto included or attached.

7. ORDER OF PRECEDENCE

The Order of Precedence for this contract is as follows:

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

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

8. CHANGES

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

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

- b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.
- c. Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement

set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for “constructive” changes in Work, Consultant must give UTA’s Project Manager or designee written notice stating:

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

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

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

9. INVOICING PROCEDURES

- a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
 - i. Contractor Name
 - ii. Unique Invoice Number
 - iii. PO Number
 - iv. Invoice Date
 - v. Detailed Description of Charges
 - vi. Total Dollar Amount Due
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to ap@rideuta.com . Invoices not

submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department.

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

10. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT

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

11. USE OF SUBCONSULTANTS

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

12. KEY PERSONNEL

Consultant shall provide the key personnel as indicated in Consultant's Proposal (or other applicable provisions of this Contract) and shall not change any of said key personnel without the express written

consent of UTA. The following personnel are considered to be “key” under this clause:

If the key personnel listed above are changed without UTA’s permission, the Consultant is in default of the contract and liable for default damages.

13. **SUSPENSION OF WORK**

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

14. **TERMINATION**

- a. **FOR CONVENIENCE:** UTA shall have the right to terminate the Contract at any time by providing written notice to Consultant. If the Contract is terminated for convenience, UTA shall pay Consultant: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subconsultant termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Consultant shall promptly submit a termination claim to UTA. If Consultant has any property in its possession belonging to UTA, Consultant will account for the same, and dispose of it in the manner UTA directs.
- b. **FOR DEFAULT:** If Consultant (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subconsultants or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Consultant seven (7) days written notice to cure such default:

1. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other Consultants or UTA's own forces, in which event Consultant shall be liable for all incremental costs so incurred by UTA;
 2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
 3. Except to the extent limited by the Contract, pursue other remedies available at law.
- c. **CONSULTANT'S POST TERMINATION OBLIGATIONS:** Upon receipt of a termination notice as provided above, Consultant shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Consultant shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Consultant's final invoice, and shall invoice Consultant for any additional amounts payable by Consultant (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Consultant shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Goods and Services furnished by Consultant prior to termination.
- d. **TERMINATION OF TASKS OR TOA**

UTA's termination rights under this Article shall apply, in UTA's discretion, to either an individual task order or the entire TOA. Where the TOA is terminated for convenience, the Consultant shall be entitled to payment in full for all tasks satisfactorily completed prior to the termination date. Where a task is terminated prior to acceptance by UTA, Consultant shall be entitled to its actual allowable and allocable costs expended to the date of termination for the terminated task.

15. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

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

shall flow-down (as a matter of written contract) these records requirements to all subconsultants utilized in the performance of the Work at any tier.

16. FINDINGS CONFIDENTIAL

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

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

mitigation of the breach for review and approval by UTA.

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

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

17. PUBLIC INFORMATION.

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

18. GENERAL INDEMNIFICATION

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

UTA or the Indemnitees.

19. **INSURANCE REQUIREMENTS**

Standard Insurance Requirements

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

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

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

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |
- a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".
- b. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: “Contractual Liability Railroads” ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing “Utah Transit Authority Property” as the Designated Job Site
2. Worker's Compensation and Employers' Liability
- | | |
|-------------------------|-----------|
| Workers’ Compensation | Statutory |
| Employers' Liability | |
| Each Accident | \$100,000 |
| Disease – Each Employee | \$100,000 |
| Disease – Policy Limit | \$500,000 |
- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
- b. This requirement shall not apply when a Contractor or subContractor is exempt under UCA, AND when such Contractor or subContractor executes the appropriate waiver form.

3. Professional Liability (Errors and Omissions Liability)

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

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

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

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

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

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

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

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

All certificates and any required endorsements are to be sent to utahta@ebix.com and

received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

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

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

20. **INTELLECTUAL PROPERTY INDEMNIFICATION**

- a. Consultant shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all Claims of any kind or nature whatsoever on account of infringement relating to Consultant's performance under this Contract. If notified promptly in writing and given authority, information and assistance, Consultant shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Consultant shall pay all damages and costs awarded therein against UTA due to such breach. In case any portion of the Work is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under this Contract, Consultant shall, at its expense and through mutual agreement between the UTA and Consultant, either procure for UTA any necessary intellectual property rights, or modify Consultant's services or deliverables such that the claimed infringement is eliminated.
- b. Consultant shall: (i) protect, release, defend, indemnify and hold harmless UTA and the

other Indemnitees against and from any and all liens or Claims made or filed against UTA or upon the Work or the property on which the Work is located on account of any labor performed or labor, services, and equipment furnished by subconsultants of any tier; and (ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Consultant or its subconsultants of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, Consultant, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Consultant fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subconsultant, Consultant shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Consultant fails to do so, Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

21. **INDEPENDENT CONTRACTOR**

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

22. **PROHIBITED INTEREST**

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

23. **CLAIMS/DISPUTE RESOLUTION**

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

Level of Authority

Time Limit

UTA's Project Manager/Consultant's Project Manager	Five calendar days
UTA's Greg Gerber/Consultant's [SECOND LEVEL]	Five calendar days
UTA's Kim Shanklin/Consultant's [THIRD LEVEL]	Five calendar days

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

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

24. **GOVERNING LAW**

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

25. **ASSIGNMENT OF CONTRACT**

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

26. **NONWAIVER**

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

27. **NOTICES OR DEMANDS**

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

b.

If to UTA:

Utah Transit Authority

ATTN: Chad Gonzales

669 West 200 South

Salt Lake City, UT 84101

with a required copy to:

Utah Transit Authority

ATTN: Legal Counsel

669 West 200 South

Salt Lake City, UT 84101

If to Consultant:

XXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXX

- c. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice. Either party may change the address at which such party desires to receive written notice by providing written notice of such change to any other party.
- d. Notwithstanding Section 23.1, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract.

28. **CONTRACT ADMINISTRATOR**

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

29. **COSTS AND ATTORNEYS FEES**

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

30. **NO THIRD-PARTY BENEFICIARY**

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

31. **FORCE MAJEURE**

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

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

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

33. **SEVERABILITY**

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

34. **ENTIRE AGREEMENT**

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

35. **AMENDMENTS**

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

36. **COUNTERPARTS**

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

37. **SURVIVAL**

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

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

UTAH TRANSIT AUTHORITY: **CONSULTANT: Enterprise Solutions, Inc**

By_____

By *Seema Mishra*
Name: Seema Mishra
Title: HR Manager

By_____

By_____
Name_____
Title_____

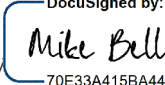
By  3/7/2024
70E33A415BA44F6...
UTA Legal Counsel

Exhibit A
Scope of Work

The process for engaging the contractor will be:

UTA Expectation:

1. Notify the Contractor pool of the vacancy through issuance of a Task Order. .
2. Provide a job description, required and desired candidate qualifications, deadline for submission of candidates, and other pertinent information within the Task Order.
3. Provide an opportunity for the Contractor to meet UTA hiring officials including hiring manager to further define the ideal candidate.
4. Provide the Contractor an opportunity to source and submit candidates for consideration through UTA Applicant Tracking System (ATS) agency portal.

Contractor Expectations:

Upon receipt of notification of a vacancy, the Contractor shall engage in an active search of qualified candidates, which may include:

1. A multi-format nationwide search of potential candidates pools;
2. Meetings with key individuals who will influence the search or who have decision making authority in the candidate selection process. The Contractor is expected to learn about UTA's environment, culture and needs to make organization-candidate matches that are attractive to and benefit both parties.
3. Recruitment activities, including advertising of the position, direct contact and promotion of the position to potential candidates (including passive candidates and candidates recommended by UTA) and responses to inquiries by potential candidates.
4. Screening of candidates and verification of candidate qualifications including an evaluation of public scrutiny red flags.
5. Submit applicants resume to UTA through UTA ATS agency portal
6. Participation in interview activities to provide advice, consultation, and salary negotiation during the selection stage of the recruitment.
7. Arrangement of candidates travel itinerary.

Note: The Contractor is responsible for verifying a candidate meets the requirements set forth above, as well as any additional requirements established by UTA, and shall, upon request promptly provide proof of the candidate's compliance with all applicable requirements. Applicants already in UTA ATS less than six months will be considered UTA applicants.

UTA will then select possible candidates for each contractors lists and if an employee is hired from the pool, UTA will pay the firm fixed percent of candidate annual salary in the contract.

Exhibit B**Pricing**

1. **Total Not-To-Exceed Amount:** The total aggregate amount payable by UTA under this contract, collectively for all contractors in the pool, shall not exceed \$500,000 (the "Total Not-To-Exceed Amount") over the entire period of performance. This total NTE amount shall decrease with each payment to a Consultant within the Pool.
2. **Contractor Billing Rates:** The contractor placement fees are as follows:

Position Category	Fee Upon Placement (% First Annual Salary)
Information Technology	16%
Organization Excellence/Continuous Improvement	16%
Human Resource	18%
Finance	18%
Other Position	18%

Payment shall only be made to the Consultant who first submits a candidate to UTA who subsequently accepts a position with UTA.

3. **Allocation of Total Not-To-Exceed Amount:** The Total Not-To-Exceed Amount shall be allocated among the contractors in the pool based on the actual services rendered. Each contractor's billing rates will be applied as applicable.
4. **Work Allocation:** Contractors in the pool acknowledge and agree that billing will only take place upon successful placement of contractors candidate.
5. **Invoicing and Payment:** Contractors shall submit invoices to UTA for services rendered based on the agreed-upon placement fee shown in the table above. . Payments will be made in accordance with the payment terms specified in the main body of this contract.

EXHIBIT C – TASK ORDER TEMPLATE

TASK ORDER NO. _____

TASK ORDER NAME: _____

This is Task Order No. _____ to Contract No. _____ entered into by and between Utah Transit Authority (UTA) and _____, (Contractor) as of _____, _____, 202_

This Task Order is part of the above-described Contract and is governed by the terms thereof.

6. The purpose of this Task Order is to provide a job description, required and desired candidate qualifications, deadline for submission of candidates, and other pertinent information. UTA and Contractor hereby agree as follows:

1.0 SCOPE OF SERVICES

The scope of work for this Task Order _____ is hereby attached and incorporated into this Task Order.

2.0 SCHEDULE

The Substantial Completion Date for this Task is _____, _____, 202_. The Final Acceptance Date for this Task is _____, _____, 202_.

3.0 PRICE (as described in Exhibit B)

IN WITNESS WHEREOF, this Task Order has been executed by UTA and the Contractor or its appointed representative

UTAH TRANSIT AUTHORITY:

CONTRACTOR:

By: _____
Date

By: _____

By: _____
Date

Date: _____

By: _____
Date

By: _____

ATTACHMENT 1 – TASK ORDER STATEMENT OF WORK OR SERVICES

Job Description:

Required Qualifications:

Desired Qaulifications:

Time Frame:

Other:



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/8/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Kim Shanklin, Chief People Officer
PRESENTER(S): Greg Gerber, Director Talent Acquisition

TITLE:

Contract: Task Ordering Agreement for Recruiting Services Pool (22nd Century Technologies, Inc)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute the Task Ordering Agreement and associated disbursements with 22nd Century Technologies, Inc as one of 5 contractors in a recruiting services pool with a not-to-exceed amount of \$500,000.

BACKGROUND:

UTA currently does not have any recruiting firms on contract to use for direct placement. The process to bring in a recruiting firm can be lengthy and there are times when we need to hire a qualified candidate quickly. There are also no state contracts currently in place that we can use. By having a pool of recruiting firms on contract UTA will be able to quickly reach out for help when needed to hire qualified talent.

DISCUSSION:

This contract is to help Utah Transit Authority (UTA) find, recruit and hire qualified employees to work hard to fill key positions. The services will be used to fill Information Technology, Organization Excellence/Continuous Improvement, Human Resource, Finance, and other positions within UTA.

This contract is one of 5 task ordering agreements awarded to 5 different firms in a recruiting services pool. The contractor that brings in a qualified candidate selected by UTA for a specific position receives an agreed upon commission. The Not-to-Exceed (NTE) amount for all 5 contracts in the pool is \$500,000.

CONTRACT SUMMARY:

Contractor Name:	22 nd Century Technologies, Inc
Contract Number:	23-037845CG
Base Contract Effective Dates:	5/8/2024 through 3/26/2029
Extended Contract Dates:	NA
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Contract Value:	NTE \$500,000 for all 5 contracts in the pool.
Procurement Method:	RFP
Budget Authority:	Approved 2024 Operating Budget

ALTERNATIVES:

The intent of this recruiting pool is to only use it when UTA internal recruitment resources are unable to fulfill the recruitment request due to either an aggressive "Time to Fill" expectation or UTA is looking for a VERY unique skillset. If this recruitment pool of staffing resources is rejected, UTA risks not finding the right talent for its mission critical work in a timely fashion.

FISCAL IMPACT:

The 2024 approved budget includes \$100,000 for the Recruiting Pool. Projected funding requests for 2025, 2026, 2027, and 2028 will be \$100,000 for each year. The total 5-year Pool Not-To-Exceed (NTE) amount is \$500,000. All funds will come from the Contract Services operating expense line item in the Department of Human Resources yearly budget 5200.50353.92.

2024 Budgeted Total: \$100,000
2025 Budget Request: \$100,000
2026 Budget Request: \$100,000
2027 Budget Request: \$100,000
2028 Budget Request: \$100,000
Expected 5-year Recruiting Pool spend: \$500,000

ATTACHMENTS:

Contract

TASK ORDERING AGREEMENT FOR RECRUITING SERVICES
UTA CONTRACT #23-037845
UTA Recruiting Pool

This Task Ordering Agreement (TOA) is entered into and made effective as of the date of last signature below (the “Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and 22nd Century Technologies, Inc (“Consultant”).

RECITALS

WHEREAS, UTA desires to award a task ordering contract for professional recruiting services per the Statement of Services contained at Exhibit A.

WHEREAS, on 9/20/2023, UTA issued Request for Proposal Package Number 23-037841CG (“RFP”) encouraging interested parties to submit Proposals to perform the services described in the RFP.

WHEREAS, upon evaluation of the proposals submitted in response to the RFP, UTA selected Consultant as one of multiple awardees with whom to negotiate a contract to perform the Work.

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

AGREEMENT

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

1. SERVICES TO BE PROVIDED

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

- d. Consultant shall furnish only qualified personnel and materials necessary for the performance of the Work.
- e. When performing Work on UTA property, Consultant shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.
- f. Consultant is one of several awardees within a recruiting pool. Each member of the pool receiving a contract shall have a fair opportunity to bring qualified candidates to UTA for consideration. If a consultant's candidate is selected, it shall receive the placement fee as described in Exhibit B.

2. **TASK ORDER ISSUANCE**

- a. The Consultant's shall perform recruiting services with respect to a variety of positions and candidates. UTA shall issue a task order for each position it desires to fill. Task Orders shall be issued to all Consultants with the recruiting pool. as described in Exhibit A..
- b. If UTA, in its sole discretion, decides not to issue additional task orders beyond those already issued, this agreement shall be cancelled at no additional cost (beyond task orders already issued) to either Party.

4. 3. **FINAL ACCEPTANCE OF TASKS**

Each Task shall require the Consultant to locate and recruit candidates qualified for the open UTA position. Candidates shall be submitted to UTA for consideration. UTA's subsequent selection of a candidate is solely within UTA's discretion. A Consultant may submit multiple candidates for consideration by UTA in response to each Task Order.

5. **PERIOD OF PERFORMANCE**

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for five-year period expiring March 26th, 2029. This Contract may be further extended if the Consultant and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

6. **COMPENSATION**

Compensation shall be as described in Exhibit B. **INCORPORATED DOCUMENTS**

- a. The following documents hereinafter listed in chronological order, are hereby

incorporated into the Contract by reference and made a part hereof:

1. The terms and conditions of this Task Ordering Agreement (including any exhibits and attachments hereto).
 2. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services;
 3. Consultant's Proposal including, without limitation, all federal certifications (as applicable);
- b. The above-referenced documents are made as fully a part of the Contract as if hereto included or attached.

7. ORDER OF PRECEDENCE

The Order of Precedence for this contract is as follows:

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

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

8. CHANGES

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

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

- b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.
- c. Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement

set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for “constructive” changes in Work, Consultant must give UTA’s Project Manager or designee written notice stating:

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

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

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

9. INVOICING PROCEDURES

- a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
 - i. Contractor Name
 - ii. Unique Invoice Number
 - iii. PO Number
 - iv. Invoice Date
 - v. Detailed Description of Charges
 - vi. Total Dollar Amount Due
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to ap@rideuta.com . Invoices not

submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department.

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

10. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT

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

11. USE OF SUBCONSULTANTS

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

12. KEY PERSONNEL

Consultant shall provide the key personnel as indicated in Consultant's Proposal (or other applicable provisions of this Contract) and shall not change any of said key personnel without the express written

consent of UTA. The following personnel are considered to be “key” under this clause:

If the key personnel listed above are changed without UTA’s permission, the Consultant is in default of the contract and liable for default damages.

13. **SUSPENSION OF WORK**

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

14. **TERMINATION**

- a. **FOR CONVENIENCE**: UTA shall have the right to terminate the Contract at any time by providing written notice to Consultant. If the Contract is terminated for convenience, UTA shall pay Consultant: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subconsultant termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Consultant shall promptly submit a termination claim to UTA. If Consultant has any property in its possession belonging to UTA, Consultant will account for the same, and dispose of it in the manner UTA directs.
- b. **FOR DEFAULT**: If Consultant (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subconsultants or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Consultant seven (7) days written notice to cure such default:

1. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other Consultants or UTA's own forces, in which event Consultant shall be liable for all incremental costs so incurred by UTA;
 2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
 3. Except to the extent limited by the Contract, pursue other remedies available at law.
- c. **CONSULTANT'S POST TERMINATION OBLIGATIONS:** Upon receipt of a termination notice as provided above, Consultant shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Consultant shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Consultant's final invoice, and shall invoice Consultant for any additional amounts payable by Consultant (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Consultant shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Goods and Services furnished by Consultant prior to termination.
- d. **TERMINATION OF TASKS OR TOA**
- UTA's termination rights under this Article shall apply, in UTA's discretion, to either an individual task order or the entire TOA. Where the TOA is terminated for convenience, the Consultant shall be entitled to payment in full for all tasks satisfactorily completed prior to the termination date. Where a task is terminated prior to acceptance by UTA, Consultant shall be entitled to its actual allowable and allocable costs expended to the date of termination for the terminated task.

15. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

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

shall flow-down (as a matter of written contract) these records requirements to all subconsultants utilized in the performance of the Work at any tier.

16. FINDINGS CONFIDENTIAL

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

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

mitigation of the breach for review and approval by UTA.

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

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

17. PUBLIC INFORMATION.

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

18. GENERAL INDEMNIFICATION

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

UTA or the Indemnitees.

19. **INSURANCE REQUIREMENTS**

Standard Insurance Requirements

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

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

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

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |
- a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor ".
- b. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: “Contractual Liability Railroads” ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing “Utah Transit Authority Property” as the Designated Job Site
2. Worker's Compensation and Employers' Liability
- | | |
|-------------------------|-----------|
| Workers’ Compensation | Statutory |
| Employers' Liability | |
| Each Accident | \$100,000 |
| Disease – Each Employee | \$100,000 |
| Disease – Policy Limit | \$500,000 |
- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
- b. This requirement shall not apply when a Contractor or subContractor is exempt under UCA, AND when such Contractor or subContractor executes the appropriate waiver form.

3. Professional Liability (Errors and Omissions Liability)

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

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

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

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

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

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

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

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

All certificates and any required endorsements are to be sent to utahta@ebix.com and

received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

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

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

20. **INTELLECTUAL PROPERTY INDEMNIFICATION**

- a. Consultant shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all Claims of any kind or nature whatsoever on account of infringement relating to Consultant's performance under this Contract. If notified promptly in writing and given authority, information and assistance, Consultant shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Consultant shall pay all damages and costs awarded therein against UTA due to such breach. In case any portion of the Work is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under this Contract, Consultant shall, at its expense and through mutual agreement between the UTA and Consultant, either procure for UTA any necessary intellectual property rights, or modify Consultant's services or deliverables such that the claimed infringement is eliminated.
- b. Consultant shall: (i) protect, release, defend, indemnify and hold harmless UTA and the

other Indemnitees against and from any and all liens or Claims made or filed against UTA or upon the Work or the property on which the Work is located on account of any labor performed or labor, services, and equipment furnished by subconsultants of any tier; and (ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Consultant or its subconsultants of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, Consultant, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Consultant fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subconsultant, Consultant shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Consultant fails to do so, Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

21. **INDEPENDENT CONTRACTOR**

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

22. **PROHIBITED INTEREST**

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

23. **CLAIMS/DISPUTE RESOLUTION**

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

Level of Authority

Time Limit

UTA's Project Manager/Consultant's Project Manager	Five calendar days
UTA's Greg Gerber/Consultant's [SECOND LEVEL]	Five calendar days
UTA's Kim Shanklin/Consultant's [THIRD LEVEL]	Five calendar days

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

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

24. **GOVERNING LAW**

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

25. **ASSIGNMENT OF CONTRACT**

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

26. **NONWAIVER**

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

27. **NOTICES OR DEMANDS**

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

b.

If to UTA:

Utah Transit Authority

ATTN: Chad Gonzales

669 West 200 South

Salt Lake City, UT 84101

with a required copy to:

Utah Transit Authority

ATTN: Legal Counsel

669 West 200 South

Salt Lake City, UT 84101

If to Consultant:

XXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXX

- c. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice. Either party may change the address at which such party desires to receive written notice by providing written notice of such change to any other party.
- d. Notwithstanding Section 23.1, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract.

28. **CONTRACT ADMINISTRATOR**

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

29. **COSTS AND ATTORNEYS FEES**

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

30. **NO THIRD-PARTY BENEFICIARY**

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

31. **FORCE MAJEURE**

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

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

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

33. **SEVERABILITY**

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

34. **ENTIRE AGREEMENT**

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

35. **AMENDMENTS**

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

36. **COUNTERPARTS**

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

37. **SURVIVAL**

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

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

UTAH TRANSIT AUTHORITY:

CONSULTANT:

By _____

By Isha Sharma
Name Isha Sharma
Title Contracts Manager

By _____

By _____
Name _____
Title _____


By  3/5/2024
70E33A415BA44F6...
UTA Legal Counsel

Exhibit A

Scope of Work

The process for engaging the contractor will be:

UTA Expectation:

1. Notify the Contractor pool of the vacancy through issuance of a Task Order. .
2. Provide a job description, required and desired candidate qualifications, deadline for submission of candidates, and other pertinent information within the Task Order.
3. Provide an opportunity for the Contractor to meet UTA hiring officials including hiring manager to further define the ideal candidate.
4. Provide the Contractor an opportunity to source and submit candidates for consideration through UTA Applicant Tracking System (ATS) agency portal.

Contractor Expectations:

Upon receipt of notification of a vacancy, the Contractor shall engage in an active search of qualified candidates, which may include:

1. A multi-format nationwide search of potential candidates pools;
2. Meetings with key individuals who will influence the search or who have decision making authority in the candidate selection process. The Contractor is expected to learn about UTA's environment, culture and needs to make organization-candidate matches that are attractive to and benefit both parties.
3. Recruitment activities, including advertising of the position, direct contact and promotion of the position to potential candidates (including passive candidates and candidates recommended by UTA) and responses to inquiries by potential candidates.
4. Screening of candidates and verification of candidate qualifications including an evaluation of public scrutiny red flags.
5. Submit applicants resume to UTA through UTA ATS agency portal
6. Participation in interview activities to provide advice, consultation, and salary negotiation during the selection stage of the recruitment.
7. Arrangement of candidates travel itinerary.

Note: The Contractor is responsible for verifying a candidate meets the requirements set forth above, as well as any additional requirements established by UTA, and shall, upon request promptly provide proof of the candidate's compliance with all applicable requirements. Applicants already in UTA ATS less than six months will be considered UTA applicants.

UTA will then select possible candidates for each contractors lists and if an employee is hired from the pool, UTA will pay the firm fixed percent of candidate annual salary in the contract.

Exhibit B

Pricing

1. **Total Not-To-Exceed Amount:** The total aggregate amount payable by UTA under this contract, collectively for all contractors in the pool, shall not exceed \$500,000 (the "Total Not-To-Exceed Amount") over the entire period of performance. This total NTE amount shall decrease with each payment to a Consultant within the Pool.
2. **Contractor Billing Rates:** The contractor placement fees are as follows:

Position Category	Fee Upon Placement (% First Annual Salary)
Information Technology	12%
Organization Excellence/Continuous Improvement	12%
Human Resource	12%
Finance	12%
Other Position	12%

Payment shall only be made to the Consultant who first submits a candidate to UTA who subsequently accepts a position with UTA.

3. **Allocation of Total Not-To-Exceed Amount:** The Total Not-To-Exceed Amount shall be allocated among the contractors in the pool based on the actual services rendered. Each contractor's billing rates will be applied as applicable.
4. **Work Allocation:** Contractors in the pool acknowledge and agree that billing will only take place upon successful placement of contractors candidate.
5. **Invoicing and Payment:** Contractors shall submit invoices to UTA for services rendered based on the agreed-upon placement fee shown in the table above. . Payments will be made in accordance with the payment terms specified in the main body of this contract.

EXHIBIT C – TASK ORDER TEMPLATE

TASK ORDER NO. _____

TASK ORDER NAME: _____

This is Task Order No. _____ to Contract No. _____ entered into by and between Utah Transit Authority (UTA) and _____, (Contractor) as of _____, _____, 202_

This Task Order is part of the above-described Contract and is governed by the terms thereof.

6. The purpose of this Task Order is to provide a job description, required and desired candidate qualifications, deadline for submission of candidates, and other pertinent information. UTA and Contractor hereby agree as follows:

1.0 SCOPE OF SERVICES

The scope of work for this Task Order _____ is hereby attached and incorporated into this Task Order.

2.0 SCHEDULE

The Substantial Completion Date for this Task is _____, _____, 202_. The Final Acceptance Date for this Task is _____, _____, 202_.

3.0 PRICE (as described in Exhibit B)

IN WITNESS WHEREOF, this Task Order has been executed by UTA and the Contractor or its appointed representative

UTAH TRANSIT AUTHORITY:

CONTRACTOR:

By: _____
Date

By: _____

By: _____
Date

Date: _____

By: _____
Date

By: _____

ATTACHMENT 1 – TASK ORDER STATEMENT OF WORK OR SERVICES

Job Description:

Required Qualifications:

Desired Qaulifications:

Time Frame:

Other:



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/8/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Kim Shanklin, Chief People Officer
PRESENTER(S): Greg Gerber, Director Talent Acquisition

TITLE:

Contract: Task Ordering Agreement for Recruiting Services Pool (Compunnel Software Group, Inc.)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute the Task Ordering Agreement and associated disbursements with Compunnel Software Group, Inc. as one of 5 contractors in a recruiting services pool with a not-to-exceed amount of \$500,000.

BACKGROUND:

UTA currently does not have any recruiting firms on contract to use for direct placement. The process to bring in a recruiting firm can be lengthy and there are times when we need to hire a qualified candidate quickly. There are also no state contracts currently in place that we can use. By having a pool of recruiting firms on contract UTA will be able to quickly reach out for help when needed to hire qualified talent.

DISCUSSION:

This contract is to help Utah Transit Authority (UTA) find, recruit, and hire qualified employees to work hard to fill key positions. The services will be used to fill Information Technology, Organization Excellence/Continuous Improvement, Human Resource, Finance, and other positions within UTA.

This contract is one of 5 task ordering agreements award to 5 different firms in a recruiting services pool. The contractor that brings in a qualified candidate selected by UTA for a specific position receives an agreed-upon commission. The Not-to-Exceed (NTE) amount for all 5 contracts in the pool is \$500,000.

CONTRACT SUMMARY:

Contractor Name:	Compunnel Software Group, Inc.
Contract Number:	23-037846CG
Base Contract Effective Dates:	5/8/2024 through 3/27/2029
Extended Contract Dates:	NA
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Contract Value:	NTE \$500,000 for the entire pool of 5 contracts.
Procurement Method:	RFP
Budget Authority:	Approved 2024 Operating Budget

ALTERNATIVES:

The intent of this recruiting pool is to only use it when UTA internal recruitment resources are unable to fulfill the recruitment request due to either an aggressive "Time to Fill" expectation or UTA is looking for a VERY unique skillset. If this recruitment pool of staffing resources is rejected, UTA risks not finding the right talent for its mission critical work in a timely fashion.

FISCAL IMPACT:

The 2024 approved budget includes \$100,000 for the Recruiting Pool. Projected funding requests for 2025, 2026, 2027, and 2028 will be \$100,000 for each year. The total 5-year Pool Not-To-Exceed (NTE) amount is \$500,000. All funds will come from the Contract Services operating expense line item in the Department of Human Resources yearly budget 5200.50353.92.

2024 Budgeted Total: \$100,000

2025 Budget Request: \$100,000

2026 Budget Request: \$100,000

2027 Budget Request: \$100,000

2028 Budget Request: \$100,000

Expected 5-year Recruiting Pool spend: \$500,000

ATTACHMENTS:

Contract

TASK ORDERING AGREEMENT FOR RECRUITING SERVICES
UTA CONTRACT #23-037846
UTA Recruiting Pool

This Task Ordering Agreement (TOA) is entered into and made effective as of the date of last signature below (the “Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and Compunnel Software Group, Inc (“Consultant”).

RECITALS

WHEREAS, UTA desires to award a task ordering contract for professional recruiting services per the Statement of Services contained at Exhibit A.

WHEREAS, on 9/20/2023, UTA issued Request for Proposal Package Number 23-037841CG (“RFP”) encouraging interested parties to submit Proposals to perform the services described in the RFP.

WHEREAS, upon evaluation of the proposals submitted in response to the RFP, UTA selected Consultant as one of multiple awardees with whom to negotiate a contract to perform the Work.

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

AGREEMENT

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

1. SERVICES TO BE PROVIDED

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

- d. Consultant shall furnish only qualified personnel and materials necessary for the performance of the Work.
- e. When performing Work on UTA property, Consultant shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.
- f. Consultant is one of several awardees within a recruiting pool. Each member of the pool receiving a contract shall have a fair opportunity to bring qualified candidates to UTA for consideration. If a consultant's candidate is selected, it shall receive the placement fee as described in Exhibit B.

2. **TASK ORDER ISSUANCE**

- a. The Consultant's shall perform recruiting services with respect to a variety of positions and candidates. UTA shall issue a task order for each position it desires to fill. Task Orders shall be issued to all Consultants with the recruiting pool. as described in Exhibit A..
- b. If UTA, in its sole discretion, decides not to issue additional task orders beyond those already issued, this agreement shall be cancelled at no additional cost (beyond task orders already issued) to either Party.

4. 3. **FINAL ACCEPTANCE OF TASKS**

Each Task shall require the Consultant to locate and recruit candidates qualified for the open UTA position. Candidates shall be submitted to UTA for consideration. UTA's subsequent selection of a candidate is solely within UTA's discretion. A Consultant may submit multiple candidates for consideration by UTA in response to each Task Order.

5. **PERIOD OF PERFORMANCE**

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for five-year period expiring March 27th, 2029. This Contract may be further extended if the Consultant and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

6. **COMPENSATION**

Compensation shall be as described in Exhibit B. **INCORPORATED DOCUMENTS**

- a. The following documents hereinafter listed in chronological order, are hereby

incorporated into the Contract by reference and made a part hereof:

1. The terms and conditions of this Task Ordering Agreement (including any exhibits and attachments hereto).
 2. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services;
 3. Consultant's Proposal including, without limitation, all federal certifications (as applicable);
- b. The above-referenced documents are made as fully a part of the Contract as if hereto included or attached.

7. ORDER OF PRECEDENCE

The Order of Precedence for this contract is as follows:

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

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

8. CHANGES

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

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

- b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.
- c. Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement

set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for “constructive” changes in Work, Consultant must give UTA’s Project Manager or designee written notice stating:

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

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

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

9. **INVOICING PROCEDURES**

- a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
 - i. Contractor Name
 - ii. Unique Invoice Number
 - iii. PO Number
 - iv. Invoice Date
 - v. Detailed Description of Charges
 - vi. Total Dollar Amount Due
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to ap@rideuta.com . Invoices not

submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department.

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

10. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT

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

11. USE OF SUBCONSULTANTS

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

12. KEY PERSONNEL

Consultant shall provide the key personnel as indicated in Consultant's Proposal (or other applicable provisions of this Contract) and shall not change any of said key personnel without the express written

consent of UTA. The following personnel are considered to be “key” under this clause:

If the key personnel listed above are changed without UTA’s permission, the Consultant is in default of the contract and liable for default damages.

13. **SUSPENSION OF WORK**

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

14. **TERMINATION**

- a. **FOR CONVENIENCE:** UTA shall have the right to terminate the Contract at any time by providing written notice to Consultant. If the Contract is terminated for convenience, UTA shall pay Consultant: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subconsultant termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Consultant shall promptly submit a termination claim to UTA. If Consultant has any property in its possession belonging to UTA, Consultant will account for the same, and dispose of it in the manner UTA directs.
- b. **FOR DEFAULT:** If Consultant (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subconsultants or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Consultant seven (7) days written notice to cure such default:

1. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other Consultants or UTA's own forces, in which event Consultant shall be liable for all incremental costs so incurred by UTA;
 2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
 3. Except to the extent limited by the Contract, pursue other remedies available at law.
- c. **CONSULTANT'S POST TERMINATION OBLIGATIONS:** Upon receipt of a termination notice as provided above, Consultant shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Consultant shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Consultant's final invoice, and shall invoice Consultant for any additional amounts payable by Consultant (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Consultant shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Goods and Services furnished by Consultant prior to termination.
- d. **TERMINATION OF TASKS OR TOA**
- UTA's termination rights under this Article shall apply, in UTA's discretion, to either an individual task order or the entire TOA. Where the TOA is terminated for convenience, the Consultant shall be entitled to payment in full for all tasks satisfactorily completed prior to the termination date. Where a task is terminated prior to acceptance by UTA, Consultant shall be entitled to its actual allowable and allocable costs expended to the date of termination for the terminated task.

15. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

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

shall flow-down (as a matter of written contract) these records requirements to all subconsultants utilized in the performance of the Work at any tier.

16. FINDINGS CONFIDENTIAL

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

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

mitigation of the breach for review and approval by UTA.

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

17. PUBLIC INFORMATION.

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

18. GENERAL INDEMNIFICATION

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

UTA or the Indemnitees.

19. **INSURANCE REQUIREMENTS**

Standard Insurance Requirements

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

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

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

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |
- a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".
- b. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: “Contractual Liability Railroads” ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing “Utah Transit Authority Property” as the Designated Job Site
2. Worker's Compensation and Employers' Liability
- | | |
|-------------------------|-----------|
| Workers’ Compensation | Statutory |
| Employers' Liability | |
| Each Accident | \$100,000 |
| Disease – Each Employee | \$100,000 |
| Disease – Policy Limit | \$500,000 |
- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
- b. This requirement shall not apply when a Contractor or subContractor is exempt under UCA, AND when such Contractor or subContractor executes the appropriate waiver form.

3. Professional Liability (Errors and Omissions Liability)

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

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

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

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

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

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

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

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

All certificates and any required endorsements are to be sent to utahta@ebix.com and

received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

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

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

20. **INTELLECTUAL PROPERTY INDEMNIFICATION**

- a. Consultant shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all Claims of any kind or nature whatsoever on account of infringement relating to Consultant's performance under this Contract. If notified promptly in writing and given authority, information and assistance, Consultant shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Consultant shall pay all damages and costs awarded therein against UTA due to such breach. In case any portion of the Work is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under this Contract, Consultant shall, at its expense and through mutual agreement between the UTA and Consultant, either procure for UTA any necessary intellectual property rights, or modify Consultant's services or deliverables such that the claimed infringement is eliminated.
- b. Consultant shall: (i) protect, release, defend, indemnify and hold harmless UTA and the

other Indemnitees against and from any and all liens or Claims made or filed against UTA or upon the Work or the property on which the Work is located on account of any labor performed or labor, services, and equipment furnished by subconsultants of any tier; and (ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Consultant or its subconsultants of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, Consultant, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Consultant fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subconsultant, Consultant shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Consultant fails to do so, Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

21. **INDEPENDENT CONTRACTOR**

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

22. **PROHIBITED INTEREST**

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

23. **CLAIMS/DISPUTE RESOLUTION**

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

Level of Authority

Time Limit

UTA's Project Manager/Consultant's Project Manager	Five calendar days
UTA's Greg Gerber/Consultant's [SECOND LEVEL]	Five calendar days
UTA's Kim Shanklin/Consultant's [THIRD LEVEL]	Five calendar days

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

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

24. **GOVERNING LAW**

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

25. **ASSIGNMENT OF CONTRACT**

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

26. **NONWAIVER**

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

27. **NOTICES OR DEMANDS**

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

b.

If to UTA:

Utah Transit Authority

ATTN: Chad Gonzales

669 West 200 South

Salt Lake City, UT 84101

with a required copy to:

Utah Transit Authority

ATTN: Legal Counsel

669 West 200 South

Salt Lake City, UT 84101

If to Consultant:

XXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXX

- c. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice. Either party may change the address at which such party desires to receive written notice by providing written notice of such change to any other party.
- d. Notwithstanding Section 23.1, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract.

28. **CONTRACT ADMINISTRATOR**

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

29. **COSTS AND ATTORNEYS FEES**

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

30. **NO THIRD-PARTY BENEFICIARY**

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

31. **FORCE MAJEURE**

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

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

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

33. **SEVERABILITY**

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

34. **ENTIRE AGREEMENT**

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

35. **AMENDMENTS**

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

36. **COUNTERPARTS**

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

37. **SURVIVAL**


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

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

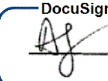
UTAH TRANSIT AUTHORITY:

By _____

By _____

By  3/12/2024
70E33A415BA44F6...
UTA Legal Counsel

CONSULTANT:

By  _____
6317A3661FA54BB...
Name Ashish Yadav
Title VP- Business Strategy & Operation 3/12/2024

By _____
Name _____
Title _____

Exhibit A

Scope of Work

The process for engaging the contractor will be:

UTA Expectation:

1. Notify the Contractor pool of the vacancy through issuance of a Task Order. .
2. Provide a job description, required and desired candidate qualifications, deadline for submission of candidates, and other pertinent information within the Task Order.
3. Provide an opportunity for the Contractor to meet UTA hiring officials including hiring manager to further define the ideal candidate.
4. Provide the Contractor an opportunity to source and submit candidates for consideration through UTA Applicant Tracking System (ATS) agency portal.

Contractor Expectations:

Upon receipt of notification of a vacancy, the Contractor shall engage in an active search of qualified candidates, which may include:

1. A multi-format nationwide search of potential candidates pools;
2. Meetings with key individuals who will influence the search or who have decision making authority in the candidate selection process. The Contractor is expected to learn about UTA's environment, culture and needs to make organization-candidate matches that are attractive to and benefit both parties.
3. Recruitment activities, including advertising of the position, direct contact and promotion of the position to potential candidates (including passive candidates and candidates recommended by UTA) and responses to inquiries by potential candidates.
4. Screening of candidates and verification of candidate qualifications including an evaluation of public scrutiny red flags.
5. Submit applicants resume to UTA through UTA ATS agency portal
6. Participation in interview activities to provide advice, consultation, and salary negotiation during the selection stage of the recruitment.
7. Arrangement of candidates travel itinerary.

Note: The Contractor is responsible for verifying a candidate meets the requirements set forth above, as well as any additional requirements established by UTA, and shall, upon request promptly provide proof of the candidate's compliance with all applicable requirements. Applicants already in UTA ATS less than six months will be considered UTA applicants.

UTA will then select possible candidates for each contractors lists and if an employee is hired from the pool, UTA will pay the firm fixed percent of candidate annual salary in the contract.

Exhibit B**Pricing**

1. **Total Not-To-Exceed Amount:** The total aggregate amount payable by UTA under this contract, collectively for all contractors in the pool, shall not exceed \$500,000 (the "Total Not-To-Exceed Amount") over the entire period of performance. This total NTE amount shall decrease with each payment to a Consultant within the Pool.
2. **Contractor Billing Rates:** The contractor placement fees are as follows:

Position Category	Fee Upon Placement (% First Annual Salary)
Information Technology	16%
Organization Excellence/ Continuous Improvement	16%
Human Resource	16%
Finance	16%
Other Position	16%

Payment shall only be made to the Consultant who first submits a candidate to UTA who subsequently accepts a position with UTA.

3. **Allocation of Total Not-To-Exceed Amount:** The Total Not-To-Exceed Amount shall be allocated among the contractors in the pool based on the actual services rendered. Each contractor's billing rates will be applied as applicable.
4. **Work Allocation:** Contractors in the pool acknowledge and agree that billing will only take place upon successful placement of contractors candidate.
5. **Invoicing and Payment:** Contractors shall submit invoices to UTA for services rendered based on the agreed-upon placement fee shown in the table above. . Payments will be made in accordance with the payment terms specified in the main body of this contract.

EXHIBIT C – TASK ORDER TEMPLATE

TASK ORDER NO. _____

TASK ORDER NAME: _____

This is Task Order No. _____ to Contract No. _____ entered into by and between Utah Transit Authority (UTA) and _____, (Contractor) as of _____, _____, 202__

This Task Order is part of the above-described Contract and is governed by the terms thereof.

6. The purpose of this Task Order is to provide a job description, required and desired candidate qualifications, deadline for submission of candidates, and other pertinent information. UTA and Contractor hereby agree as follows:

1.0 SCOPE OF SERVICES

The scope of work for this Task Order _____ is hereby attached and incorporated into this Task Order.

2.0 SCHEDULE

The Substantial Completion Date for this Task is _____, _____, 202_. The Final Acceptance Date for this Task is _____, _____, 202_.

3.0 PRICE (as described in Exhibit B)

IN WITNESS WHEREOF, this Task Order has been executed by UTA and the Contractor or its appointed representative

UTAH TRANSIT AUTHORITY:

CONTRACTOR:

By: _____
Date

By: _____

By: _____
Date

Date: _____

By: _____
Date

By: _____

ATTACHMENT 1 – TASK ORDER STATEMENT OF WORK OR SERVICES

Job Description:

Required Qualifications:

Desired Qaulifications:

Time Frame:

Other:



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/8/2024

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

TITLE:

Contract: Vendor Managed Hose and Fittings Supply (LLG Industrials, Inc.)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize Executive Director to execute the contract and associated disbursements with LGG Industrial, Inc. in the Not-To-Exceed amount of \$600,000 to provide vendor-managed hose and fittings services for all UTA maintenance locations for a five (5) year period including a three-year base period, and two (2) one-year options.

BACKGROUND:

UTA requires a vendor to manage hydraulic hose and fittings for nine (9) UTA maintenance locations over a three (3) year period plus two additional one-year options. The service includes; monitoring, supplying and filling bins at each location with the sufficient inventory levels of hydraulic hose and fittings to satisfactorily complete all the requirements as referenced in the RFP. This contract will commence upon approval and will expire approximately April 30, 2027, or April 30, 2029 if both option years are exercised.

DISCUSSION:

UTA conducted an RFP solicitation on U3P/SciQuest of 868 invited Vendors. UTA received multiple proposals and after evaluation UTA selected LGG Industrials, Inc. (formally ERIKS North America). LGG Industrial, Inc. was the best overall responsive-responsible bidder that has the best value offer.

CONTRACT SUMMARY:

Contractor Name:	LGG Industrial, Inc.
Contract Number:	23-03815JD
Base Contract Effective Dates:	May 8, 2024 - April 30, 2029 (including three year base period and two additional 1 year options)
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	NTE \$600,000 for entire 5-year period.
Procurement Method:	RFP
Budget Authority:	Approved 2024 Operating Budget

ALTERNATIVES:

Each division would need to monitor inventory of supplies, purchase needed supplies using a P-card, and stock the inventory upon receipt.

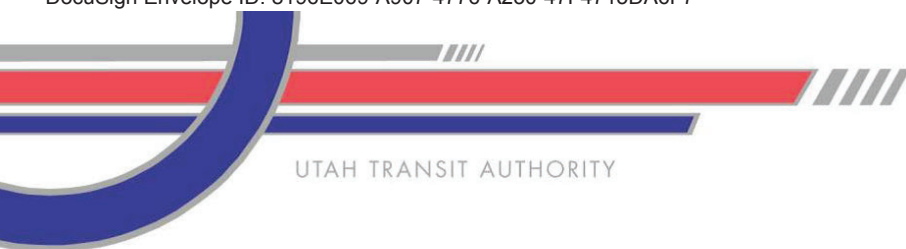
Another alternative would be for UTA to outsource all hydraulic hose and fittings needs.

FISCAL IMPACT:

Funds are budgeted into the 2024 Operating Expense budget and will be requested for each subsequent budget year of the contract. UTA will issue a Purchase Order for items procured under this contract. Contractor will submit weekly invoices referencing the PO.

ATTACHMENTS:

- 1) Contract



GOODS AND SERVICES SUPPLY AGREEMENT

UTA CONTRACT #23-03815JD Vendor Managed Hose and Fittings

THIS GOODS AND NON-PROFESSIONAL SERVICES SUPPLY AGREEMENT (“Contract”) is entered into and made effective as of the date of last signature below. (“Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and LGG Industrial, Inc. (the “Contractor”).

RECITALS

WHEREAS, on 1/29/2024, UTA received competitive proposals to provide Vendor Managed Hose and Fittings and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation (the “Goods and Services”) according to the terms, conditions and specifications prepared by UTA 23-03815 (the “RFP”); and

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

WHEREAS, the Vendor Managed Hose and Fittings proposal submitted by the Contractor in response to the RFP (“Contractor’s Proposal”) was deemed to be the most advantageous to UTA; and

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

AGREEMENT

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

1. GOOD AND SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor hereby agrees to furnish and deliver the Goods and/or Services in accordance with the Contract as described in Exhibit A (Statement of Work or Services) (including performing any installation, testing commissioning and other Services described in the Contract). This contract establishes estimated quantities and unit pricing, but UTA shall not incur an actual obligation until an order is issued for specific items and quantities. There are no guaranteed minimum quantities.

2. **TERM**

This Contract shall commence as of the Effective Date. The Contract shall remain in full force and effect for purchases of Goods and Services (made via purchase order or other agreed order method) during a three (3) - year period expiring April 30, 2027 UTA may, at its sole election and in its sole discretion, extend the initial term for up to two (2) additional one-year option periods, for a total Contract period not to exceed FIVE (5) years. Extension options may be exercised by UTA upon providing Contractor with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). The Contract may be further extended if the Contractor and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Contractor under the Contract shall at all times be subject to and conditioned upon the provisions of the Contract.

3. **COMPENSATION AND FEES**

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

4. **INCORPORATED DOCUMENTS**

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

5. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

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

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

6. **LAWS AND REGULATIONS**

Contractor and any and all Goods and/or Services furnished under the Contract will comply fully with all applicable Federal and State laws and regulations, including those related to safety and

environmental protection. Contractor shall also comply with all applicable licensure and certification requirements.

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

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

8. **INVOICING PROCEDURES**

- a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to ap@rideuta.com

for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:

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

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

9. **WARRANTY OF GOODS AND SERVICES**

- a. Contractor warrants that all Goods (including hardware, firmware, and/or software products that it licenses) and Services shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further warrants that all Goods and Services shall be of the quality specified, or of the best grade if no quality is specified, and, unless otherwise provided in the Contract, will be new, and free from defects in design, materials and workmanship.
- b. Contractor warrants that all Goods and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.
- c. At any time for a period of two (2) years from the date that all Goods have been delivered and all Services have been performed in accordance with the Contract, Contractor shall at its own expense promptly repair, replace and/or re-perform any Goods or Services that are defective or in any way fail to conform to the Contract requirements.
- d. If Contractor fails to promptly make any repair, replacement or re-performance as required herein, UTA may conduct the necessary remedial work at Contractor's expense. Contractor cannot void the warranty for repair, replacement or re-performance performed under these circumstances. Provided that such repair, replacement or re-performance is conducted in a reasonable manner and with workmanship and care consistent with industry standards,

Contractor shall reimburse UTA for the cost of any warranty repair, replacement or re-performance self-performed by UTA.

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

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

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

11. **GENERAL INDEMNIFICATION**

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

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

12. **INSURANCE REQUIREMENTS**

Standard Insurance Requirements

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

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

1. **Commercial General Liability – Occurrence Form**

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

- General Aggregate \$4,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$2,000,000
- a. The policy shall be endorsed to include the following additional insured language:
"The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Automobile Liability**

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

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

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

the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

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

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

4. Contractors’ Pollution Legal Liability and/or Asbestos Legal Liability (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. *(NOTE: Projects over \$10,000,000 will require limits of \$2,000,000 per occurrence and \$4,000,000 aggregate; Projects over \$40,000,000 will require limits of \$5,000,000 per occurrence and \$5,000,000 aggregate)*

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

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

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

Representative's Name & Address).

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an “A.M. Best” rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

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

13. **OTHER INDEMNITIES**

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

14. **INDEPENDENT CONTRACTOR**

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

Contractor acknowledges that it shall be solely responsible for payment of all payrolls, income and other taxes generally applicable to independent contractors.

15. **STANDARD OF CARE.**

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

16. **USE OF SUBCONTRACTORS**

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

17. **CONTRACTOR SAFETY COMPLIANCE**

UTA is an ISO 14001 for Environmental Management Systems, ISO 9001 Quality and Performance Management, and OSHAS 18001 safety systems Management Company. Contractor, including its employees, subcontractors, authorized agents, and representatives, shall comply with all UTA and industry safety standards, NATE, OSHA, EPA and all other State and Federal regulations, rules and guidelines pertaining to safety, environmental Management and will be solely responsible for any fines, citations or penalties it may receive or cause UTA to receive pursuant to this Contract. Each employee, contractor and subcontractor must be trained in UTA EMS and Safety Management principles. Contractor acknowledges that its Goods and Services might affect UTA's Environmental Management Systems obligations. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA

18. **ASSIGNMENT OF CONTRACT**

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

19. **ENVIRONMENTAL RESPONSIBILITY**

UTA is ISO 14001 Environmental Management System (EMS) certified. Contractor acknowledges that its Goods and/or Services might affect UTA's ability to maintain the obligation of the EMS. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

20. **SUSPENSION OF WORK**

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

21. **TERMINATION**

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

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

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

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

22. **CHANGES**

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

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

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

b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed

pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.

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

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

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

23. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

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

24. FINDINGS CONFIDENTIAL

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

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

mitigation of the breach for review and approval by UTA.

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

25. PUBLIC INFORMATION.

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

26. PROJECT MANAGER

UTA's Project Manager for the Contract is Jenny Dang, or designee. All questions and correspondence relating to the technical aspects of the Contract should be directed to UTA's Project Manager at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-3399.

27. CONTRACT ADMINISTRATOR

UTA's Contract Administrator for the Contract is Jenny Dang, or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Grants & Contracts Administrator at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801)287-3399.

28. CONFLICT OF INTEREST

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

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

29. **NOTICES OR DEMANDS**

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

If to UTA:
Utah Transit Authority
ATTN: Jenny Dang
669 West 200 South
Salt Lake City, UT 84101
jdang@rideuta.com

If to Contractor:
LGG Industrial, Inc.
ATTN: Kolby Schmerse
650 Washington Rd Suite 500
Pittsburgh, PA 15228
Kolby.Schmerse@lggind.com

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

30. **CLAIMS/DISPUTE RESOLUTION**

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

Level of Authority	Time Limit
UTA’s Project Manager/Contractor’s Project Manager	Five calendar days
UTA’s Procurement Manager/Contractor’s [SECOND LEVEL]	Five calendar days
UTA’s Director of Supply Chain/Contractor’s [THIRD LEVEL]	Five calendar days

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

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

31. **GOVERNING LAW**

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

32. **COSTS AND ATTORNEY FEES.**

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

33. **SEVERABILITY**

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

34. **AMENDMENTS**

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

35. **FORCE MAJEURE**

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

36. **NO THIRD-PARTY BENEFICIARIES**

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

37. **ENTIRE AGREEMENT**

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

38. **COUNTERPARTS**

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

39. **NONWAIVER**

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

40. **SALES TAX EXEMPT**

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

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

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

42. **SURVIVAL**

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

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be executed by officers

duly authorized to execute the same as of the date of last signature below.

UTAH TRANSIT AUTHORITY:

By _____


Jay Fox
Executive Director

By _____


Viola Miller
Chief Financial Officer

By _____

Todd Mills
Director of Supply Chain

By  _____ 4/16/2024
70E33A415BA44F6...
UTA Legal Counsel

LGG Industrial, Inc.:

By  _____ 4/16/2024
73B129B08E2D46B...

Name Kolby Schmerse
Title Account Manager

Exhibit A

Scope of Work

This contract establishes estimated quantities and unit pricing, but UTA shall not incur an actual obligation until an order is issued for specific items and quantities. There are no guaranteed minimum quantities.

Contractors' Responsibilities

Overall responsibilities will include the following:

- a. Ownership, installation, repair, maintenance and warranty of all point-of-use housing, dispensing inventory bins, at all nine (9) locations.
- b. Provide system consulting, configuration, training, and other services required to plan and implement a point-of-use system at all nine (9) locations.
- c. Collaborate effectively with designated UTA personnel.
- d. Stock, monitor, and replenish hose and fitting items at all nine (9) locations. All inventory should be stocked at least once a week with any out of stocks being filled within 24 hours of notification.
- e. Any exceptions to this scope of work will need to be clearly stated in the proposal.
- f. Maintain and provide machines for cutters & crimpers as needed, individually assessing each shop.
- g. Revamp/relabel hose & fitting storage.

Contractors' Project Requirements

- a. Provide, transport, and install part housing equipment and all applicable material required for a vendor managed system.
- b. Work with designated UTA staff on initial and ongoing configuration of equipment and point of use locations.
- c. Collaborate with designated UTA staff on initial and ongoing product categories and items to include in vendor managed system.
- d. Work with designated UTA staff to determine inventory minimum, maximum, and restocking levels.
- e. Stocking and replenishing the items coinciding with UTA business hours and days of operation.
- f. Provide regular and on-demand detailed usage reports.
- g. Contractor will have a non-commission based stock employee servicing UTA's contract
- h. Quarterly Business Reviews (QBR's) will be conducted. Contractor to conduct at least two QBR's a year at random sampling of shops.

DELIVERY:

- Service Locations: All deliveries will be made to the UTA Division Parts Departments requiring the items ordered. Service locations are as follows:

UTA Maintenance Shop Locations
Meadow Brook (3100) 3600 South 700 West Building #7, Salt Lake City 84119
Timpanogos (3200) 1110 South Geneva Road, Orem 84058
Ogden (3300) 135 West 17th, Ogden 84404
Central (3400) 716 West 300 South, Salt Lake City 84104
Warehouse (3500) 3600 South 700 West Building #8, Salt Lake City 84119
Riverside (3900) 3610 South 900 West, Salt Lake City 84119
Trax/Midvale (4200) 613 West 6960 South, Midvale 84047
Jordan River (4300) 2264 South 900 West, Salt Lake City 84119
Front Runner/Warm Springs (4600) 900 North 500 West, Salt Lake City 84116

Time of Delivery: All materials shipped to UTA must be shipped FOB UTA point of delivery. Deliveries will be accepted not earlier than 8:00 a.m. and not later than 4:00 p.m. on week days only. Deliveries will not be accepted on Saturdays, Sundays or legal holidays observed by UTA employees.

Lead time: Orders are placed with an estimated 3 working day lead time; however, if contractor's delivery affects UTA's ability to repair buses/trains in a timely manner, UTA reserves the right to order from another source.

Verification of Orders: Contractor will include a packing slip with each order that details: quantity ordered, quantity delivered, description, contract price and contract number. Each shipment will be verified by the UTA division representative. Should a discrepancy occur, Contractor will be notified immediately. Contractor will correct any errors within 24 hours of the time of notification.

Exhibit B
Pricing

This contract will not exceed \$360,000 for three (3) years for all services and efforts as described in the Scope of Work and contract above with the detailed pricing below. The additional option years shall not exceed \$120,000 for the first option year and \$120,000 for the second option year.

Payments: UTA will issue a Purchase Order for items procured under this contract. The Contractor will submit weekly invoices referencing the Purchase Order and specifying the respective maintenance locations of each purchase.

Quantity: Quantities shown on the bid schedule are estimated quantities only. UTA reserves the right to purchase an amount more or less should UTA’s requirements increase or decrease during the term of the contract period.

Discounts	
Base Discount on Catalog Pricing	59.90%

Pricing List

Part number	Description	Est Annual Usage	UOM	Parker Brand Price	Leadtime (in consecutive days)
04-04-04	5405-04-04-R.062 04MP-04FP STRAIGHT, RES	75	EA	\$1.79	In-Stock 1 Day
0304-C-04	Nut - 1/4 in JIC 37° Flare, (SAE) 7/16-20 Thread, Steel	100	EA	\$0.66	In-Stock 1 Day
9900-04	BONDED SEAL FOR MBSPP THREAD	110	EA	\$0.68	In-Stock 1 Day
RG-EPK-60-006-0231X0166	Ring EPDM 60 Duro 1/16 0231 x 0166	150	EA	\$6.36	In-Stock 1 Day
H-HH-SIL-BL-80-0088-50	88 Heater Hose	150	FT	\$1.86	In-Stock 1 Day
H-RAD-SP3-BL-0250X3-PUR	2.50 Radiator Hose - 3ft Cut	175	IN	\$1.99	In-Stock 1 Day
H-RAD-SP3-BL-0211X3-PUR	.211 Radiator Hose - 3ft Cut	180	IN	\$1.57	In-Stock 1 Day
FB-FER-CT-DOT-06	DOT Ferrule 3/8"	185	EA	\$0.28	In-Stock 1 Day
FA-P-HX-MBSPP-08-BS	#8 BSPP Plug	200	EA	\$0.68	In-Stock 1 Day
FA-OR-BSPP-08	#8 Bspp o-ring	200	EA	\$0.54	In-Stock 1 Day
T-NY-DOT-BK-025X004-1K	1/4" DOT Airbrake Tubing	200	FT	\$7.67	In-Stock 1 Day
FB-INST-CT-DOT-06	Dot 3/8" Insert	215	EA	\$0.40	In-Stock 1 Day
H-RAD-SP3-BL-0225X3-PUR	2-1/4" Radiator Hose - 3ft Cut	216	IN	\$1.79	In-Stock 1 Day
H-RAD-SP3-BL-0112X3-PUR	1-1/8" Radiator Hose - 3ft Cut	216	IN	\$1.11	In-Stock 1 Day
H-RAD-SP3-BL-0200X3-PUR	2" Radiator Hose - 3ft Cut	252	IN	\$1.61	In-Stock 1 Day
H-HH-SIL-BL-80-0100-50	1" Heater Hose	260	FT	\$7.07	In-Stock 1 Day
F-HYD-MP-10126-6-8-PAR	CRIMP FITTING 26 SERIES 3/8-18 MALE PIPE RIGID X 13/32 ID HOSE SAE 10OR5	281	EA	\$9.92	In-Stock 1 Day
F-HYD-FJ-16826-8-8-PAR	PARKER #8 DUAL SEAT FEMALE JIC SAE CRIMP FITTING - Parker 26 Series Crimp Fitting	345	EA	\$15.45	In-Stock 1 Day
H-RAD-SP3-BL-0150X3-PUR	1.5" Radiator Hose - 3ft Cut	360	IN	\$1.29	In-Stock 1 Day
H-POR-INSGRP-BL-300-0062-500	.62" Multipurpose HYD Hose	500	FT	\$4.49	In-Stock 1 Day
PFT-5/32A	5/32 DOT Air Brake	500	FT	\$0.73	In-Stock 1 Day
H-RAD-SP3-BL-0062X3-PUR	.62 Radiator Hose	648	IN	\$0.89	In-Stock 1 Day
H-HYD-R5-08-206-8-PAR	HYDRAULIC HOSE/AIRBRAKE 13/32 ID 20 00 PSI SAE 10OR5 - 1/2" Parker 206	682	FT	\$15.50	In-Stock 1 Day

Delivery Plan

Business Unit	Address	Day of week serviced	Time frame servicing	LGG Industrial Location Responsible for UTA
Meadowbrook	3600 South 700 West SLC Building #7	Monday	11:00a	Serviced out of LGG Industrial SLC Location
Central	716 West 300 South SLC	Monday	2:30p	Serviced out of LGG Industrial SLC Location
Warm Springs	900 North 500 West SLC	Monday	1:30p	Serviced out of LGG Industrial SLC Location
Jordan River Service Center (JRSC)	2264 South 900 West SLC	Monday	8:00a	Serviced out of LGG Industrial SLC Location
Ogden	135 west 17th Ogden	Monday	1:00p	Serviced out of LGG Industrial SLC Location
Timpanogos	1110 South Geneva RD Orem	Tuesday	10:00a	Serviced out of LGG Industrial SLC Location
Riverside	3610 South 900 West SLC	Monday	9:30a	Serviced out of LGG Industrial SLC Location
Midvale (MRSC)	613 West 6960 South Midvale	Monday	7:30a	Serviced out of LGG Industrial SLC Location
Warehouse/body Shop	3600 South 700 West SLC Building #8 (2 shops in this building)	Monday	10:30a	Serviced out of LGG Industrial SLC Location



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/8/2024

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

TITLE:

Contract: Paint System and Supplies Vendor Pool (Superior Paint Supply)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive director to execute the contract and associated disbursements with Superior Paint Supply in the not to exceed amount of \$950,000 over 5 years as one of 2 vendors in a paint system and supplies pool.

BACKGROUND:

UTA requires a contract for vendor managed paint system and supplies to provide products to four (4) UTA paint shop locations, over a five (5) year period. This includes monitoring inventory levels, supplying new products, delivering and stocking shelves with sufficient inventory levels to satisfactorily complete all the requirements as referenced in the RFP. This contract will commence upon approval and will expire five (5) years from the commencement date. The estimated aggregate value for the combined pool is approximately \$950,000. (yr1~\$190,000; yr2~\$190,000; yr3 ~\$190,000; yr4 ~\$190,000; yr5 ~\$190,000)

DISCUSSION:

UTA conducted an RFP solicitation on U3P/SciQuest. Of 560 invited vendors, UTA received multiple proposals and after evaluation UTA selected to do a multiple award contract, creating a vendor pool. Superior Paint Supply was one of the selected vendors with best overall value. The not-to-exceed amount for both vendors in the pool is \$950,000.

CONTRACT SUMMARY:

Contractor Name:	Superior Paint Supply
Contract Number:	24-038231JD
Base Contract Effective Dates:	Upon approval - April 1, 2029
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	NTE \$950,000 for both vendors in pool for 5-year period
Procurement Method:	RFP
Budget Authority:	Approved 2024 Operating Budget

ALTERNATIVES:

Each division would need to monitor inventory of supplies, purchase needed supplies using a P-card, and stock the inventory upon receipt.

Another alternative would be for UTA to outsource all painting needs.

FISCAL IMPACT:

The 2024 approved budget includes \$190,000 for the paint supply pool. Projected funding requests for future years will be \$190,000 per year. The total 5-year pool not-to-exceed amount is \$950,000. All funds will come from the Contract Services operating expense line item in the Maintenance Department of each division receiving supplies and/or services (e.g. XXXX.50353.92).

2024 Budgeted Total: \$190,000

2025 Budget Request: \$190,000

2026 Budget Request: \$190,000

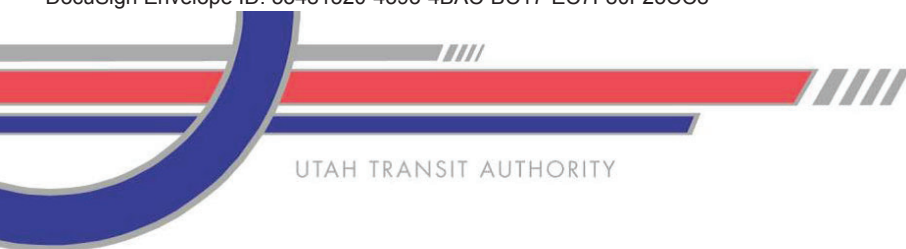
2027 Budget Request: \$190,000

2028 Budget Request: \$190,000

Expected 5-year spend: \$950,000

ATTACHMENTS:

- 1) Contract



GOODS AND SERVICES SUPPLY AGREEMENT

UTA CONTRACT #24-038231JD Paint System and Supplies

THIS GOODS AND NON-PROFESSIONAL SERVICES SUPPLY AGREEMENT ("Contract") is entered into and made effective as of the date of last signature below. ("Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and Superior Paint Supply (the "Contractor").

RECITALS

WHEREAS, on 2/2/2024, UTA received competitive proposals to provide Paint System and Supplies and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation (the "Goods and Services") according to the terms, conditions and specifications prepared by UTA in 23-03823JD (the "RFP"); and

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

WHEREAS, the Paint System and Supplies proposal submitted by the Contractor in response to the RFP ("Contractor's Proposal") was deemed to be the most advantageous to UTA; and

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

AGREEMENT

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

1. GOOD AND SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor hereby agrees to furnish and deliver the Goods and/or Services in accordance with the Contract as described in Exhibit A (Statement of Work or Services) (including performing any installation, testing commissioning and other Services described in the Contract). This contract establishes estimated quantities and unit pricing, but UTA shall not incur an actual obligation until an order is issued for specific items and quantities. There are no guaranteed

minimum quantities.

2. **TERM**

This Contract shall commence as of the Effective Date. The Contract shall remain in full force and effect for purchases of Goods and Services (made via purchase order or other agreed order method) during a five (5) - year period expiring April 1, 2029, for a total Contract period not to exceed FIVE (5) years. Extension options may be exercised by UTA upon providing Contractor with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). The Contract may be further extended if the Contractor and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Contractor under the Contract shall at all times be subject to and conditioned upon the provisions of the Contract.

3. **COMPENSATION AND FEES**

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

4. **INCORPORATED DOCUMENTS**

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

5. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

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

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

6. **LAWS AND REGULATIONS**

Contractor and any and all Goods and/or Services furnished under the Contract will comply fully with all applicable Federal and State laws and regulations, including those related to safety and

environmental protection. Contractor shall also comply with all applicable licensure and certification requirements.

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

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

8. **INVOICING PROCEDURES**

- a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to ap@rideuta.com

for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:

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

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

9. WARRANTY OF GOODS AND SERVICES

- a. Contractor warrants that all Goods (including hardware, firmware, and/or software products that it licenses) and Services shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further warrants that all Goods and Services shall be of the quality specified, or of the best grade if no quality is specified, and, unless otherwise provided in the Contract, will be new, and free from defects in design, materials and workmanship.
- b. Contractor warrants that all Goods and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.
- c. At any time for a period of two (2) years from the date that all Goods have been delivered and all Services have been performed in accordance with the Contract, Contractor shall at its own expense promptly repair, replace and/or re-perform any Goods or Services that are defective or in any way fail to conform to the Contract requirements.
- d. If Contractor fails to promptly make any repair, replacement or re-performance as required herein, UTA may conduct the necessary remedial work at Contractor's expense. Contractor cannot void the warranty for repair, replacement or re-performance performed under these circumstances. Provided that such repair, replacement or re-performance is conducted in a reasonable manner and with workmanship and care consistent with industry standards,

Contractor shall reimburse UTA for the cost of any warranty repair, replacement or re-performance self-performed by UTA.

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

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

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

11. **GENERAL INDEMNIFICATION**

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

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

12. **INSURANCE REQUIREMENTS**

Standard Insurance Requirements

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

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

1. **Commercial General Liability – Occurrence Form**

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

- General Aggregate \$4,000,000
 - Products – Completed Operations Aggregate \$1,000,000
 - Personal and Advertising Injury \$1,000,000
 - Each Occurrence \$2,000,000
- a. The policy shall be endorsed to include the following additional insured language:
"The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Automobile Liability**

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

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

the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

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

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

4. Contractors’ Pollution Legal Liability and/or Asbestos Legal Liability (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. *(NOTE: Projects over \$10,000,000 will require limits of \$2,000,000 per occurrence and \$4,000,000 aggregate; Projects over \$40,000,000 will require limits of \$5,000,000 per occurrence and \$5,000,000 aggregate)*

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

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

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

Representative's Name & Address).

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an “A.M. Best” rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

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

13. **OTHER INDEMNITIES**

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

14. **INDEPENDENT CONTRACTOR**

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

Contractor acknowledges that it shall be solely responsible for payment of all payrolls, income and other taxes generally applicable to independent contractors.

15. **STANDARD OF CARE.**

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

16. **USE OF SUBCONTRACTORS**

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

17. **CONTRACTOR SAFETY COMPLIANCE**

UTA is an ISO 14001 for Environmental Management Systems, ISO 9001 Quality and Performance Management, and OSHAS 18001 safety systems Management Company. Contractor, including its employees, subcontractors, authorized agents, and representatives, shall comply with all UTA and industry safety standards, NATE, OSHA, EPA and all other State and Federal regulations, rules and guidelines pertaining to safety, environmental Management and will be solely responsible for any fines, citations or penalties it may receive or cause UTA to receive pursuant to this Contract. Each employee, contractor and subcontractor must be trained in UTA EMS and Safety Management principles. Contractor acknowledges that its Goods and Services might affect UTA's Environmental Management Systems obligations. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA

18. **ASSIGNMENT OF CONTRACT**

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

19. **ENVIRONMENTAL RESPONSIBILITY**

UTA is ISO 14001 Environmental Management System (EMS) certified. Contractor acknowledges that its Goods and/or Services might affect UTA's ability to maintain the obligation of the EMS. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

20. **SUSPENSION OF WORK**

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

21. **TERMINATION**

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

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

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

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

22. **CHANGES**

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

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

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

b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed

pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.

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

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

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

23. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

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

24. FINDINGS CONFIDENTIAL

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

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

mitigation of the breach for review and approval by UTA.

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

25. PUBLIC INFORMATION.

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

26. PROJECT MANAGER

UTA's Project Manager for the Contract is Jenny Dang, or designee. All questions and correspondence relating to the technical aspects of the Contract should be directed to UTA's Project Manager at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-3399

27. CONTRACT ADMINISTRATOR

UTA's Contract Administrator for the Contract is Jenny Dang, or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Grants & Contracts Administrator at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801)287-3399.

28. CONFLICT OF INTEREST

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

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

29. NOTICES OR DEMANDS

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

If to UTA:

Utah Transit Authority
ATTN: Jenny Dang
669 West 200 South
Salt Lake City, UT 84101
jdang@rideuta.com

If to Contractor:

Superior Paint Supply
ATTN: Dave Bowman
1388 S. 700 W.
Salt Lake City, UT 84104
davebowman50@gmail.com

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

30. CLAIMS/DISPUTE RESOLUTION

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

Level of Authority	Time Limit
UTA's Project Manager/Contractor's Project Manager	Five calendar days
UTA's Procurement Manager/Contractor's AR/AP	Five calendar days
UTA's Director of Supply Chain/Contractor's Manager	Five calendar days

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

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

31. **GOVERNING LAW**

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

32. **COSTS AND ATTORNEY FEES.**

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

33. **SEVERABILITY**

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

34. **AMENDMENTS**

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

35. **FORCE MAJEURE**

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

36. **NO THIRD-PARTY BENEFICIARIES**

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

37. **ENTIRE AGREEMENT**

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

38. **COUNTERPARTS**

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

39. **NONWAIVER**

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

40. **SALES TAX EXEMPT**

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

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

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

42. **SURVIVAL**

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

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

UTAH TRANSIT AUTHORITY:

By _____


Jay Fox
Executive Director

By _____

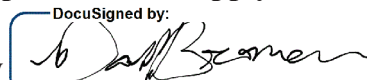
Viola Miller
Chief Financial Officer

By _____

Todd Mills
Director of Supply Chain

By  4/17/2024
70E33A415BA44F6...
UTA Legal Counsel

Superior Paint Supply:

By 
BEA9EB43F0C04E4...

Name David A. Bowman
Title President

Exhibit A

Scope of work

This contract establishes estimated quantities and unit pricing, but UTA shall not incur an actual obligation until an order is issued for specific items and quantities. There are no guaranteed minimum quantities.

Contractor's Responsibilities

Overall responsibilities will include the following:

- a. Ownership, installation, repair, maintenance and warranty of all point-of-use supplies and spray systems at locations.
- b. Provide system consulting, configuration, and other services required to plan and implement a point-of-use system at all locations.
- c. Training/certification for up to 30 employees yearly
- d. Manufacturer support required.
- e. Collaborate effectively with designated UTA personnel.
- f. Consign, stock, monitor, and replenish inventory at all locations. All inventory should be stocked at least once a week with any out of stocks being filled within 24 hours of notification.
- g. Expired material removed at least 30 days prior to expiring.
- h. Warranty program
- i. Grade A Customer Service
- j. Hold prices on awarded parts for 12 months. UTA will consider price adjustments 12 months after award. The Contractor must submit their request for price adjustments in writing and provide documentation from suppliers to support any adjustment requests. Price adjustments will not be retroactive; ordering prices will not be changed until the adjustments are approved by UTA by written change order. UTA warrants it will consider requests for price adjustments within a reasonable time from date of receipt; contractor warrants that it will not delay delivery of items pending price changes. All price modifications are subject to the approval of UTA. If price increases are not mutually acceptable, the item may be cancelled off the contract. Requests shall be emailed to jdang@rideuta.com.

Contractor's Project Requirements

- a. Provide, transport, and install all applicable material required for a vendor managed system.
- b. Work with designated UTA staff on initial and ongoing configuration of equipment and point of use locations.
- c. Collaborate with designated UTA staff on initial and ongoing product categories and items to include in vendor managed system.

- d. Work with designated UTA staff to determine inventory minimum, maximum, and restocking levels. With flexibility needed for emergency situations.
- e. Stocking and replenishing the items coinciding with UTA business hours and days of operation. Must check in with UTA front office or designated employee.
- f. Provide regular and on-demand detailed usage reports.
- g. Contractor will have a non-commission based stock employee servicing UTA's contract.
- h. Quarterly Business Reviews (QBR's) will be conducted. Contractor to conduct at least two QBR's a year at random sampling of shops.

DELIVERY:

- **Service Locations:** Delivery time is critical and must be adhered to each week. All deliveries will be made to the UTA Division Parts Departments requiring the items ordered. Service locations are as follows:

UTA Paint Shop Locations
Meadow Brook (3100) 3600 South 700 West Building #8, Salt Lake City 84119
Front Runner/Warm Springs (4600) 900 North 500 West, Salt Lake City 84116
Midvale(4310) 613 West 6960 South, Midvale 84047
Jordan River (4310) 2264 South 900 west, Salt Lake City 84119

Time of Delivery: All materials shipped to UTA must be shipped FOB UTA point of delivery. Deliveries will be accepted no earlier than 6:00 a.m. and not later than 4:00 p.m. on week days only. Deliveries will not be accepted on Saturdays, Sundays or legal holidays observed by UTA employees.

Lead time: Orders are placed with an estimated 2 working day lead time; however, if the contractor's delivery affects UTA's ability to repair buses/trains in a timely manner, UTA reserves the right to order from another source.

Verification of Orders: Contractor will include a packing slip with each order that details: quantity ordered, quantity delivered, description, contract price and contract number. Each shipment will be verified by the UTA division representative. Should a discrepancy occur, Contractor will be notified within 36 hours. Contractor will correct any errors within 36 hours of the time of notification.

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

Exhibit B
Pricing

This contract will not exceed \$950,000 for five (5) years for all services and efforts as described in the Scope of Work and contract above with the detailed pricing below.

Payments: UTA will issue a Purchase Order for items procured under this contract. The Contractor will submit monthly invoices referencing the Purchase Order and specifying the respective location of each purchase.

Quantity: Quantities shown on the schedule are estimated quantities only. UTA reserves the right to purchase an amount more or less should UTA’s requirements increase or decrease during the term of the contract period. There is no minimum order quantity or dollar amounts required, the end users are encouraging to order responsibly.

DISCOUNTS	
CATEGORY	% OFF Price
Liquids	35%
Thinners	35%
Primers/Sealers	35%
Hardeners	35%
Top Coats	35%
Reducers	35%
Paint	35%
Abrasives	30-40%
Adhesives/Tapes	25-40%
Body Fillers/ Fiberglass/ Putties	35%
Aerosols	25%
Mixing Cups	25%
Shop Refinish Supplies	25-40%

LIQUIDS - THINNERS / PRIMERS / TOP COATS					
PART #	Equivalent Product #	Estimated Yearly Qty	Unit	DESCRIPTION	Unit Cost
EXA/F GL	TB550AG	5	EA	IMRON ELITE PRODUCTIVE S/S MIX	\$ 141.99
EXB/FGL	TB550BG	10	EA	IMRON ELITE PRODUCTIVE S/S MIX	\$ 156.29
EXD/FGL	TB550DG	2	EA	IMRON ELITE PRODUCTIVE S/S MIX	\$ 184.83
PT110/QT	CT192 VALSPAR	1	EA	Fine Aluminum	\$ 118.24
PT114/QT	CT 191 VALSPAR	4	EA	Coarse Aluminum	\$ 135.88
1380S	FP430 VALSPAR	6	GL	URO Low Voe 2.1 Primer	\$ 121.16
1480S	FP430 VALSPAR	2	GL	PRODUCTIVE PRIMER-FILLER	\$ 121.16
15303S	AU544	2	GL	LOW TEMP ACTIVATOR	\$ 53.95
15307S	AU544	32	GL	High Temp Excel Pro Activator	\$ 53.95
15309S	AU544	1	GL	LOW VOC ACTIVATOR	\$ 53.95
15375S	RE670	1	GL	LOW TEMP REDUCER	\$ 105.72
15385S	RE680	1	GL	Medium Temp Reducer	\$ 105.72
15395S	RE690	1	GL	High Temp Additive	\$ 105.72
194S	AU544	1	GL	LOW HAPS ACTIVATOR	\$ 53.95
235S	FP423	6	GL	METALOK PRETREATMENT	\$ 123.92
236S	AP423 (ONLY HP NEEDED)	3	GL	METALOKACTIVATOR	\$ 25.68
7800E	TB550	1	GL	IMRON ELITE PRODUCTIVE BINDER	\$ 67.76
7899E	TB550	1	GL	BINDER	\$ 67.76
8400E	TB550	1	GL	IMRON ELITE PRODUCTIVE BASECOAT BINDER	\$ 67.76
PT101	CT101	1	GL	PowerTint White Tint	\$ 237.32
1481S	HPC2	2	QT	PRODUCTIVE ACTIVATOR - FAST	\$ 86.97
15307S	HPC0	2	QT	High Temp Excel Pro Activator	\$ 86.97
389S	T566	3	QT	ACCELERATOR	\$ 202.00
LR12/QT	ROC CUR70-4	1	EA	Limco 1-2-3-4 Medium Reducer	\$ 9.59
SA1KDG/10Z	327DZ	24	EA	SUPREME ACRYLIC 1K SINGLE STAGE SUFFIX D	\$ 33.40
SA1KBQ/QT	327BQ	1	QT	Supreme Acrylic 1 K Single Stage Suffix B	\$ 66.69
SA1KDQ/QT	327DQ	2	QT	Supreme Acrylic 1 K Single Stage Suffix D	\$ 79.89
SPBTCQ/QT	327CQ	2	QT	Supreme Plus Basecoat Suffix C	\$ 73.06
DCLSEP		1	EA	24008 SELF ETCH PRIMER	\$ 20.00
FIV 5451/QT	UPO EGC22TT.Q	1	EA	Maxx Fill High Build Prim\Surf Gray	\$ 14.00
FIV 5930	HIT 9900	2	EA	Aeropro Gloss White Acrylic Enamel	\$ 12.64
FIV 5655/QT	ROC CUR70-4	1	EA	Medium Urethane Reducer	\$ 9.59
RST 18717	KRY K02116773	18	EA	PAINTERS TOUCH 2X S-GLS BLACK	\$ 9.50

RST 18747	KRY K02116774	12	EA	PAINTERS TOUCH 2X GLOSS WHITE	\$ 9.50
RST 18749	KRY K02116775	6	EA	PAINTERS TOUCH 2X GLOSS SUN YELLOW	\$ 9.50
RST 18776	KRY K02116776	30	EA	PAINTERS TOUCH 2X GLOSS BLACK	\$ 9.50
RST 18778	KRY K02116777	36	EA	PAINTERS TOUCH 2X GLOSS APPLE RED	\$ 9.50
SEM 39143		30	AERO	20oz Trim Black (OEM)	\$ 16.72
SEM 39673		82	AERO	15.5oz Black Self-Etching Primer	\$ 25.42
SEM 39693		39	AERO	Green Self Etching Primer	\$ 25.42
SEM 42013		5	AERO	Gray High Build Primer Surfacer	\$ 24.41
SEM 61003		24	AERO	Multi-Coat Blank Aerosol Can	\$ 7.66
SEM 61013		5	AERO	Promax Flat Black	\$ 7.66
SEM 61033		4	AERO	Promax Gloss Black	\$ 7.66
SMX3680101		1	EA	SprayMax Trim Paint Gloss Black	\$ 14.94
SMX3682071		30	EA	1K Empty Fill Version 1	\$ 11.55
UPO UP0714		18	15OZ	15 oz. Light Turquoise Dolphin Brushable Putty	\$ 25.56
UPO UP0791V		13	EA	HIGHS - HIGH BUILD PRIMER GRAY MIR COMPL (450ML)	\$ 20.80
VTK 33-35001	UPO EGC12	1	GL	MS Urethane Multi-Panel Clear4:1	\$ 48.83
VTK 36-20001	ROC ACE10-1M	3	GL	Acetone	\$ 21.25
VTK 36-70001	ROC WG30-1	2	GL	Wax and Grease Remover	\$ 17.69
VTK 36-30005	ROC PGW200-5	2	PAIL	Premium Wash Thinner 100% Premium Virgin Solvents	\$ 85.92
VTK 36-30005A	ROC PGW200-55	4	PAIL	Premium Wash Thinner 100% Premium Virgin Solvents	\$ 859.20
VTK 36-35005	ROC VCAT500-5	2	PAIL	Compliant Wash Thinner 100% Premium Virgin Solvents	\$ 80.69
VTK 33-35704	UPO EGC35	1	QT	MS Clear Activator (Medium Temp)	\$ 28.18
JB 15099-16690/GL	FP420	4	GL	Chem-O-Pon Nonchrome Epoxy Primer -33304	\$ 112.48
JB95045/QT	AP420	4	QT	Chem-O-Pon Epoxy Primer Curing Agent -99953	\$ 20.80
790/CN	SPM 3680093	1	CN	QuickN'Easy Clear Blender	\$ 14.24
M-5987	ACT-45166	1	EA	Gray Metal Spray Panels (50/PK)	\$ 39.75
E-4893	GEN1553011	3	EA	Fillon Quick Mix S35 QuarVLiter/Pint Mixing Lid	\$ 12.67
E-5270	GEN1553015	6	EA	Fillon Quick Mix S35 Gallon/3 Liter Mixing Lid	\$ 11.62
162-1072/SGL	FP430 VALSPAR	3	GL	Imron 2.1 Gray Primer	\$ 121.16
133-67640/GL	FT550K900	7	GL	OBSOL REPL W 133-67640/SGL IMRON2.1 HG+ BLACK	\$ 141.57
162-1072/GL	FP430 VALSPAR	1	GL	OBSOL REPL W 162-1072/SGL IMRON 2.1 GRAY PRIMER	\$ 121.16
9M02/GL	RE690	2	GL	POT LIFE EXTENDER/REDUCER	\$ 105.72
9T00-A/GL	AU544	3	GL	Imron Industrial Activator	\$ 226.36
9T00-A/QT	AU544	3	QT	Indusb'ial Strength Activator	\$ 63.73
FG-0162/QT	AU544	2	QT	IMRON 2.1 ACTIVATOR	\$ 63.73
FG-062/QT	AU540	2	QT	ACTIVATOR	\$ 50.99
IFB/1OZ	LVBZ	96	EA	FUL-BASE BC MIX IF 01 B	\$ 3.78

IFB/QT	LVBQ	2	QT	FUL-BASE BC MIX IF -4 B	\$ 102.90
EAH/1 OZ	TB550BZ	90	EA	IMRON ELITE MIX	\$ 1.22
EAW/102	TB550NG	30	EA	IMRON ELITE SIS	\$ 401.61
EWB/FGL	TB550BG	3	EA	IMRON ELITE PRODUCTIVE 8/C MIX	\$ 156.29
EXB/FGL	TB550BG	1	EA	IMRON ELITE PRODUCTIVE SIS MIX	\$ 156.29
EXD/FGL	TB550DG	1	EA	IMRON ELITE PRODUCTIVE SIS MIX	\$ 184.83
15308S/GL	AU544	2	GL	EXTRA SLOW ACTIVA	\$ 226.36
8831S/GL	LVCC300	1	GL	imron Elite Clearcoat - 2.1 VOC HS	\$ 259.48
928S/GL	FP421	2	GL	Corlar 2.1 White Epoxy Primer	\$ 81.55
1380S/GL	FP430 VALSPAR	3	GL	URO Low Voe 2.1 Primer	\$ 121.16
1480S/GL	FP430 VALSPAR	2	GL	PRODUCTIVE PRIMER-FILLER	\$ 121.16
15303S/GL	AU544	1	GL	LOW TEMP ACTIVATOR	\$ 63.73
15305S/GL	AU544	2	GL	Mid Temp Excel Pro Activator	\$ 63.73
15307S/GL	AU544	1	GL	High Temp Excel Pro Activator	\$ 63.73
194S/GL	AU544	1	GL	LOW HAPS ACTIVATOR	\$ 63.73
3420S/GL	LVCC300	5	GL	EXCEL PRO CLEARCOAT 2.1	\$ 259.48
921S/GL	FP420	9	GL	CORLAR 2.1 EPOXY PRIMER	\$ 112.48
1489S/QT	HPC1	1	QT	PRODUCTIVE ACTIVATOR - MEDIUM	\$ 86.97
389S/QT	T566	1	QT	ACCELERATOR	\$ 101.47
923S/QT		22	QT	CORLAR 2.1 SLOW ACTIVATOR	
FGE 733		1	EA	41 Polyester Primer Catalyst- Quart	\$ 37.63
FGE 112		6	GL	Rage Gold - Gallon	\$ 103.95
FGE 713		2	GL	Feather Fill G2 - Gallon - Gray	\$ 133.88
FGE 730		1	GL	Super Build 41 Ultra High Build Poly Primer -Gray	\$ 147.00
VTK 36-650	DOM SPG	4	EA	Gun Flush	\$ 11.00
VTK 33-45001	UPO EGC12	1	GL	4:1 Urethane Multi Panel Clearcoat	\$ 48.83
VTK 36-30005A	ROC PGW200-5	1	PAIL	Premium Wash Thinner 100% Premium Virgin Solvents	\$ 85.92
VTK 36-35005A	ROC VCAT500-5	2	PAIL	Compliant Wash Thinner 100% Premium Virgin Solvents	\$ 80.69
VTK 36-70005	ROC WG30-5	3	PAIL	Wax and Grease Remover	\$ 71.15
VTK 33-41704	UPO EGC35	1	QT	SPC/MPC Activator Medium Temp	\$ 28.18
155.GOO		2	EA	WAX & GREASE CLEANER	\$ 55.54
171HP.G01		1	EA	FAST URETHANE REDUCER	\$ 85.25
172HP.G01		1	EA	MEDIUM URETHANE REDUCER	\$ 85.25
AP420.P01		2	EA	EPOXY PRIMER ACTIVATOR	\$ 20.80
AU544.Q00		8	EA	POLYURETHANE ACTIVATOR 2.8	\$ 63.73
EN16		2	EA	VS-147 COUPLER GRAY POLYURETHANE SEMI GLOSS	\$ 19.14
FGE 348		3	EA	RUBBERIZED UNDERCOATING BLACK	\$ 17.57

FP421.G01		3	EA	EPOXY PRIMER/SEALER White	\$ 81.55
FT550K 900.G01		3	EA	2.8 Urethane Black	\$ 141.57
KLE ESW362		3	EA	WAX & GREASE CLEANER	\$ 13.60
LVCA200.Q02		10	EA	LOWVOC CURING AGENT (FOR LVPW&B200)	\$ 98.67
ROC LT20-5		2	EA	LACQUER THINNER	\$ 63.70
ROY 25		1	EA	25LBS BOX OF RAGS	\$ 46.99
SAS		5	EA	10 mil Gloves Large 50pk . Thickstr/or equivalent	\$ 16.33
SAS 6602		2	EA	MEDIUM Thickster Powdered Latex Disposable Gloves -14	\$ 16.33
SAS 6604		2	EA	XL Thickster Powdered Latex Disposable Gloves -14 Mil	\$ 16.33
SAS 66518		5	EA	Raven® Powder Disposable Gloves - 7 Mil	\$ 18.96
SAT 1011981		2	EA	RPS 0.9L DISPOSABLE CUPS (40)	\$ 139.65
SAT 1013218		1	EA	RPS 0.31 standard lids	\$ 80.28
SAT 1057414		1	EA	BATTERY KIT	\$ 58.95
SAT 510056PS		2	EA	Pro Series Twisted Fire Suit, Large	\$ 109.25
SEM 39673		6	EA	SELF ETCHING PRIMER BLACK	\$ 25.42
TB550BG 2.8 VOC S70 White		5	EA	VS-149 VALSPAR POLYURETHANE S-70 White	\$ 141.99
TB550EG 2.8 VOC Blue		2	EA	VS-150 BLUE VINYL GLOSS	\$ 199.33
TB550EG 2.8 VOC Red		2	EA	S0848 GEL COAT RED	\$ 213.30
UPO 763		15	EA	HIGH 5 WHITE HIGH BUILD PRIMER	\$ 20.80
Abrasives					
PART #	Equivalent Product #		QTY	DESCRIPTION	Unit Cost
30666		3	BX	P2000 6", Purple Finishing Film Hkt Disc 50/Box	\$ 73.14
31356		3	BX	Cubitron Hookit Clean Sanding Abrasive Disc 737U	\$ 41.09
31373		2	BX	P150+ 6", Cubitron II Hkt Disc 50/Box	\$ 59.01
31374		2	BX	P180+ 6", Cubitron II Hookit Disc 50/Box	\$ 59.01
31481		3	BX	P220+ 6", Cubitron II Hkt Disc 50/Box	\$ 59.01
31371		3	BX	P80 6", Cubitron II Hkt Clean-Sand Disc 50/Box	\$ 70.60
34442		5	ROLL	P80+70mmX12mm, Cubitron II Hookit Roll	\$ 40.23
34446		6	ROLL	P180+ 70mmX12mm, Cubitron II Hookit Roll	\$ 36.23
34447		5	ROLL	P220+ 70mmX12mm, Cubitron II Hkt Roll	\$ 36.23
975		1	BX	P320 6", Gold Hid Disc (100/Box)	\$ 103.71
64659		4	BX	VFN 4.5"X9" Durable Flex Hand Pad	\$ 27.20
64660		2	BX	ULF 4.5"X9" Durable Flex Hand Pad	\$ 25.10
1438		2	ROLL	P220 6", Gold Stikit Disc (175/RL)	\$ 105.87
1439		3	ROLL	P180 6", Gold Stikit Disc (175/RL)	\$ 105.87

1443		2	ROLL	P80 6", Gold Stikit Disc (125/RL)	\$ 83.28
2594		3	ROLL	P220 2. 75"X45yd, Gold Stikit Roll	\$ 56.55
2595		5	ROLL	P180 2.75"X45yd, Gold Stikit Roll	\$ 55.55
2599		2	ROLL	P80 2.75"X2syd, Gold Stikit Roll	\$ 55.55
NOR23589		2	PK	6" 40E BlueMag NorGrip Disc (25/Pk)	\$ 52.34
NOR23591		1	PK	8" 80E BlueMag NorGrip Disc (25/Pk)	\$ 82.12
NOR62328		3	BX	3" Grit 36 Speed-Lok TR Oise	\$ 55.21
NOR62330		3	BX	3" Grit 50 Speed-Lok TR Disc	\$ 52.33
1549		1	BX	P80 8", Green Stikit Disc (50/BX)	\$ 143.40
1551		1	BX	Abrasive, Green Stikit, 8" X 36E, 50/Box	\$ 199.39
7447		2	BX	Scuff Pad, Red, Medium, 20/Bx	\$ 26.41
7485		2	BX	3" Coarse Surface Conditioning Disc (25/Bx)	\$ 68.74
31372		6	BX	Purple Clean Sanding Hooklt Disc, 01818, 6 in, P12	\$ 59.01
65070		24	EA	7447 PRO Disc, 6 in x NH A VFN	\$ 26.59
36350		6	ROLL	OBSOL Precision Poly Tape 3mmX55m 12rls 12 per cs	\$ 12.57
36354		12	ROLL	OBSOL Precision Poly Tape 18mmX55m 32 rls per cs	\$ 4.39
36356		27	ROLL	OBSOL Precision Poly Tape 36mmX55m 16 rls per cs	\$ 8.83
31481		6	BX	P220+ 6", Cubitron II Hkt Disc (50/BX)	\$ 59.01
31483		11	BX	Cubitron II Clean Sanding Hookit Abr Disc 6"	\$ 59.36
31371		7	BX	P80 6", CubitronII Hkt Clean-Sand Disc (50/BX)	\$ 70.60
31484		2	EA	CubitronII Hookit Clean Disc 6 400 grd 50pp 4pk	\$ 59.36
34446		2	ROLL	P180+ 70mmX12mm, Cubitron II Hookit Roll	\$ 36.23
34447		3	ROLL	P220+ 70mmX12mm, Cubitron II Hkt Roll	\$ 36.23
34449		5	ROLL	2.75" 320+ Cubitron II Sand Hookit Abras Sheet RL	\$ 36.23
NP MAT3223	32100	1	ROLL	Grippy Traffic Mat Rug	\$ 282.91
PR40201		2	EA	Metal Prep Gallon-PR MRGX	\$ 40.00
PR45004		2	EA	POR15 Quart Black-PR 108	\$ 65.00
PR45401		1	EA	POR15 Gallon SG Black-PR 1GSB	\$ 210.00
33389		1	BX	36 grit Roloc #	\$ 31.14
GRE 36		2	EA	GREEN MASKING PAPER 36" 1000ft	\$ 45.53
MIR AE24105018		10	EA	180 GRIT MESH GRIP DISC	\$ 43.33
MIR AE24105032		15	EA	320 GRIT MESH GRIP DISC	\$ 43.33
MIR AE24105051		5	EA	500 GRIT MESH GRIP DISC	\$ 43.33
MIR AE24105080		5	EA	80 GRIT MESH GRIP DISC	\$ 51.89
MIR AE570-240		3	EA	AUTONET MESH ROLL GRIP 240 GRIT	\$ 35.77
MMM 02604		8	EA	FINE SANDING SPONGE	\$ 64.11
MMM 02606		2	EA	Medium SANDING SPONGE	\$ 64.11

MMM 05885		6	EA	AUTOMIX EZ SAND RIGID REPAIR	\$ 58.21
MMM 08194		1	EA	3/8" AUTOMIX NOZZLE BOX OF 50	\$ 112.16
MMM 33389		1	EA	3" 36 GRIT CUBITRON ROLOC	\$ 29.71
MMM 33392		2	EA	3" 80 GRIT CUBITRON ROLOC	\$ 28.53
NOR 31550		1	EA	1500 GRIT 6" SPEED GRIP DISC	\$ 98.44
NOR 31552		3	EA	1000 GRIT 6" SPEED GRIP DISC	\$ 110.61

Adhesives/Tapes

PART #	Equivalent Product #		QTY	DESCRIPTION	Unit Cost
3M 5887		3	200ML	200ml EZ Sand Flexible Parts Repair	\$ 54.92
3M 8090		3	CAN	19oz Yellow Super-Trim Adhesive	\$ 29.82
3M 8852		1	CAN	18.7oz Cavity Wax Plus (4/CS)	\$ 27.55
3M 8609		60	CART	10.5oz Black Windo-Weld Super Fast Urethane	\$ 27.06
3M 4240		6	EA	200ml Semi-Rigid Plastic Repair	\$ 56.50
DUR 4247		16	EA	200ml Super Fast Plastic Repair Adhesive	\$ 56.20
3M 5885		7	EA	Automix EZ Sand Rigid Par	\$ 58.21
3M 8194		5	EA	Static Mixing Nozzles 50/Box	\$ 112.16
3M 8307		26	EA	200ml Self-Leveling Seam Sealer	\$ 42.90
3M 8458		2	EA	200ml Rigid Pillar Foam	\$ 55.64
3M 8115		12	EA	200ml Panel Bonding Epoxy Adhesive	\$ 57.74
3M 8308		11	EA	200ml Heavy-Body Seam Sealer	\$ 41.54
3M 8310		4	EA	200ml Beige Bare-Metal Seam Sealer	\$ 43.53
3M 31131		1	GAL	Platinum Select Filler	\$ 76.51
3M 19892		2	QT	1357 Gray Qt neoprene High Perf. Contact Adhesive	\$ 62.90
SEM 77793		21	AERO	XXX Specialty Gel Adhesive Remover (12)	\$ 25.41
55887		1	EA	EZ Sand Flexible Parts Repair Adhesive	\$ 151.83
5862		3	EA	Platinum Glaze DMS Cartridge	\$ 52.74
5863		5	EA	Dynamic Mixing Platinum Plus Body Compound	\$ 27.78
5877		10	EA	Reinforced Filler 10.3 Fl Oz	\$ 34.08
5885		5	EA	Automix EZ Sand Rigid Par	\$ 58.21
8275		3	EA	400ml EZ-Sand Rigid Parts Repair	\$ 104.66
6564		59	EA	Marine Adhesive Sealant 4200FC F/C BLK -(12)	\$ 30.99
8463		7	EA	200ml Flexible Urethane Foam 10xExpand	\$ 55.64
5861		1	KIT	Dry Guide Coat Cartridge & Kit	\$ 61.00
26341		5	EA	Tape, Masking, Green, 3", 233+, 8/Case	\$ 18.34
6653		10	EA	1" Yellow Refinish Masking Tape (36/CS)	\$ 3.99

6656		27	EA	2" Gold Masking Tape (24/CS)	\$ 9.09
26336		41	ROLL	Tape, Masking, Green, 1", 233+, 24/Case	\$ 6.71
26334		6	ROLL	3/4" Green Masking Tape (12/SLV)	\$ 4.81
26338		16	ROLL	1.5" Green Masking Tape (4/SLV)	\$ 8.65
26340		8	ROLL	Tape, Masking, Green, 2", 233+, 12/Case	\$ 13.92
36351		6	ROLL	OBSOL Precision Poly Tape 6mmX55m 12rls 12 per cs	\$ 12.57
36353		5	ROLL	OBSOL Precision Poly Tape 12mmX55m 6r1s 12 per cs	\$ 15.27
6405		12	ROLL	1/4ft X 36 Yds. Blue Plastic Tape	\$ 8.89
6408		7	ROLL	1/2ft X 36 Yds. Blue Plastic Tape	\$ 11.56
FBS48430		7	ROLL	1/2ft X 60 Yds. Fineline Tape	\$ 17.20
SEM 38203		8	AERO	Guide Coat Black	\$ 10.13
SEM 39683		6	AERO	15.5oz Gray Shelf Etching Primer	\$ 25.42
SEM 39599		1	EA	Metal Bite Finishing Glaze 15fl oz Pouch	\$ 35.20
GEN 853045		4	EA	CLICSEAL LID - GALLON GEAR (MIDVALE TRAX)	\$ 16.52
LVPW200.G01		7	EA	URETHANE 2.1 SURF/SEALER WHITE (DIRECT TO METAL)	\$ 270.24
MMM 08155		4	EA	3M™ Quick Fix Adhesive GLUE ONLY	\$ 31.56
MMM 08852		2	EA	3M™ Cavity Wax Plus	\$ 27.55
MMM 38984		7	EA	ADHESIVE REMOVER QUART	\$ 37.88
SEM 69508		3	EA	Rust-Mort	\$ 25.15
UP0660		2	EA	Dolphin One Fill All-In-One Premium Body Filler 1 QT	\$ 25.00
UP0660B		2	EA	Dolphin One Fill All-In-One Premium Body Filler 1 QT	\$ 25.00
UPO 0873		6	EA	GUIDE COAT	\$ 11.10
USC 24035		3	EA	DURAGLASS	\$ 28.18

Hardeners

PART #	Equivelent Product #		QTY	DESCRIPTION	Unit Cost
FGE 125		2	EA	Rage Ultra	\$ 90.29
FGE 112		3	GAL	Rage Gold	\$ 103.95
FGE499		20	QT	Auto Resin	\$ 48.04
FIV 5457/HPT		1	EA	Maxx Fill Activator - 4.4 voe	\$ 9.77
GLE 1203		1	BX	JUNIOR 4"X2.5" PLASTIC SPREADER (EA)	\$ 0.51
GLE 1204		1	BX	4" Spreader (100/BX)	\$ 0.44
GLE 1205		1	BX	5" Large Spreader (100/BX)	\$ 0.66
USC 58045		1	PK	F/G Mat (32 Sq.Ft.)	\$ 36.35
USC24035		1	QT	Duraglas Fiberglass Body Filler	\$ 28.18
UPO UP0754		20	EA	Fibral Fiberglass Filler 1 L	\$ 72.62

FGE360		3	EA	INDIVIDUAL 4 oz. Blue Cream Hardener (12/CS)	\$ 6.61
100865		1	EA	SMC fiberglass resin W/ white cream hardener #	\$ 266.67
FGE 865		1	EA	SMC RESIN	\$ 266.67
HPC		1	EA	Very Slow activator	\$ 86.97
HPC3.Q00		2	EA	WARP SPEED ACTIVATOR	\$ 86.97
USC 27110		4	EA	RED CREAM HARDENER 4 OZ.	\$ 4.71
USC 58075		2	EA	FIBERGLASS MAT 8 SQ. FT	\$ 9.63
VPC210.Q02		2	EA	VPC210 LOW VOC EPOXY HARDENER	\$ 69.26

Mixing Supplies/ Shop refinish supplies

PART #	Equivalent Product #	QTY	DESCRIPTION	Unit Cost
26003		7	EA PPS 2.0 Adap#S2c 16mm FM 1.5mm Thread 4 per cs	\$ 24.23
26024		3	KIT Large PPS 2.0 Spray Cup System 200u Micron Filter	\$ 150.91
26301		4	KIT STD PPS2.0 125u Micron Filter	\$ 126.19
26314		7	KIT MINI PPS2.0 125u Micron Filter	\$ 98.34
16349		2	PACK Midi Size 13.5oz/400ml Liners	\$ 159.00
6652		145	EA 314ft Gold Masking Tape (48/CS.)	\$ 3.31
6653		109	EA 1" Yellow Refinish Masking Tape (36/CS)	\$ 3.99
6654		102	EA 1.5" Gold Masking Tape (24/CS.)	\$ 6.57
6545		11	ROLL 3/4" Crystal Bay Masking Tape (48/CS)	\$ 2.95
6301		6	ROLL 1/4ft X 60 Yds. Fine Line Tape	\$ 20.34
6653		1	SLV 1" Yellow Refinish Masking Tape (36/CS)	\$ 35.91
6396		2	BX Adhesion Promoter Pad (25/Box)	\$ 55.42
8578		4	BX Black Strip-Calk	\$ 27.82
6408		8	ROLL 112ft X 36 Yds. Blue Plastic Tape	\$ 11.56
8571		1	EA Manual Cart Applicator Gun 200ml	\$ 89.03
ASO9013		1	EA 12 pc. Master Srpay Gun Cleaning Kit	\$ 13.63
E-4893		5	EA Fillon Quick Mix S35 QuarVLiter/Pint Mixing Lid	\$ 14.00
D-118/GL	CT107	1	GL Multitint Red Oxide	\$ 313.43
CRY PREMIUM		2	BX Premium Tack Cloths (12/Box)	\$ 15.92
DEV DPC-8		8	EA GUN CLEANING BOTTLE	\$ 16.71
CAN MTQT		10	EA Quart Metal Cans w/Lid (56/CS)	\$ 1.79
EZM 70016		2	EA 16oz Mix Cup	\$ 60.51
FIV 5592		1	CASE 12" Paint Sticks (1000/CS)	\$ 68.31
HER G100		1	EA ONE GUN, ONE CUP WORKHORSE GUN WASHER	\$1,071.45
MAKSGCK-1		1	EA Spray Gun Cleaning Kit	\$ 28.67

USC 70510		2	EA	Truck/SUV Wheel Covers	\$ 37.65
VTK41-916	GLE 916	3	BX	TEK-MIX 16oz Plastic Mixing Cup (100/BOX)	\$ 49.00
VTK41-932	GLE 932	2	BX	TEK-MIX 32oz Plastic Mixing Cup (100/BOX)	\$ 57.00
VTK41-974	GLE 9174	1	BX	TEK-MIX 174oz Plastic Mixing Cup (25/BOX)	\$ 48.50
VTK41-980	GLE 980	2	BX	TEK-MIX 80oz Plastic Mixing Cup (50/BOX)	\$ 57.00
VTK48-509	ACC APBL-7065	7	BX	TEK-Blade 009 Razor Blades	\$ 8.15
VTK41-916	GE 916	12	EA	TEK-MIX 16oz Plastic Mixing Cup (100/BOX)	\$ 0.49
VTK72-236		3	BX	35" Green Masking Paper 28lb 750ft	\$ 35.00
36060		2	QT	Step 1 Qt Perfect-it EX Rubbing Compound (6)	\$ 53.37
27809		1	BX	Secure Click Particulate Filter N95 D7N11	\$ 42.05
37019		7	EA	PAPR Air Regulating Valve Assembly (V-300)	\$ 212.86
17358		1	EA	OBSOL Versaflo Back Pack BPK--01 for TR-600/800 Pap	
17379		1	EA	Versaflo Length Adjusting Breathing Tube BT-30	\$ 91.04
17913		2	EA	Secure Click Filter Retainer D701	\$ 3.29
27814		3	PACK	Secure Click Particulate Filter P100 03091	\$ 10.90
37322		2	PACK	Versaflo Peel-Off Visor Covers M-926 (40/Cs)	\$ 54.10
37466		2	PACK	Secure Click Organic Vapor Cartridge D8001	\$ 15.60
7046		4	PACK	Organic Vapor Cartridge (2/Bx)	\$ 14.12
26135		3	EA	PPS 2.0 Adap #S40 Trapezoidal Thread 4 per cs	\$ 24.23
26000		2	KIT	STD PPS2.0 200u Micron Filter	\$ 126.19
26024		3	KIT	Large PPS 2.0 Spray Cup System 200u Micron Filter	\$ 150.91
26112		1	KIT	MiDi PPS2.0 200u Micron Filter	\$ 111.60
26114		2	KIT	MINI PPS2.0 200u Micron Filter	\$ 98.34
5776		2	PAD	6" DA Hkt Disc Backing Tapered Pad	\$ 48.21
DEVPT-52		1	BX	TANK LINER	\$ 98.34
DEV KB-4006		1	EA	6" Air & Fluid Hose Assembly	\$ 148.05
EQU MZT468		5	PACK	SUPERSCRAPER BLADES, 314 - PKG 10	\$ 10.84
EZM 70032		1	BX	320ZMixCup	\$ 86.64
FBS 50100		3	EA	Pro Pump & Sprayer	\$ 50.57
FGE 785		1	CASE	Paint Mixing Cup Quart 32 oz.	\$ 116.00
FIV 5592		1	CASE	12" Paint Sticks (1000/CS)	\$ 64.58
MAK 2001-10		24	EA	1" Whitey II -All Purpose - Chip	\$ 0.78
MAK2001-20		20	EA	2" Whitey II - All Purpose - Chip	\$ 1.04
MAK600-K		1	EA	SPRAY GUN CLEANING KIT	\$ 40.95
ZPR30		3	EA	6 MINI ROLLER TRAY	\$ 9.50
RBL611		2	EA	1/4" Coupler Female NPT	\$ 27.43
RBL621		6	EA	1/4" Male Coupler	\$ 6.35

SAT 140582		6	EA	FLUID TIP SEAL, SATAJET, PK OF 5	\$ 41.04
SAT 1010438		1	CASE	RPS 0.6L 125 UM MICRON SIEVE	\$ 163.88
SAT 1011981		1	CASE	RPS 0.9L 200 UM MICRON PLUG-IN SIEVE	\$ 139.65
SAT 1061704		1	EA	5500 RP DIG GUN 1.3 I, W/RPS Cups	\$ 865.20
SHO 3556		1	EA	Hhl Paint Suit 4xl	\$ 34.95
TTI EP-T100C		1	EA	Tomcat Gun Only with 1.3 & 1.5 TIP	\$ 289.00
VTK41-916	GLE 916	2	BX	TEK-MIX 16oz Plastic Mixing Cup (100/BOX)	\$ 49.00
VTK41-974	GLE 9174	1	BX	TEK-MIX 174oz Plastic Mixing Cup (25/BOX)	\$ 48.50
VTK41-932	GLE 932	36	EA	TEK-MIX 32oz Plastic Mixing Cup (100/BOX)	\$ 0.57
VTK42-100	GLE 1700	2	EA	TEK-Filler Board 8.5' x 11'	\$ 3.96
VTK72-218		1	BX	10' Green Masking Paper 28lb 750ft	\$ 24.25
VTK 73-320		5	BX	20' x 250' Plastic Sheeting (Regular Density)	\$ 24.25
VTK 75-212		2	BX	12" White Poly Coat Masking 750ft	\$ 68.49
VTK 75-218		1	BX	19" White Poly Coat Masking 750ft	\$ 68.22
VTK 75-236		4	BX	35" White Poly Coat Masking 750ft	\$ 70.68
VTK82-254		1	EA	TEK-SUIT Vapor Guard Prem Paint Suit Reusable(XL)	\$ 46.99
VTK82-255		2	EA	TEK-SUIT Vapor Guard Prem Paint Suit Reusable(2XL)	\$ 50.99
VTK82-354		2	EA	Premium Technicians Coat w/Hood (X Large)	\$ 71.54
220		2	EA	Mirka vacuum file board paper	\$ 35.77
7503		2	EA	3M Mask	\$ 31.24
7008		1	EA	EZ mix mixing cups	\$ 57.74
375 550		12	Ea	6" paint rollers #	\$ 2.52
Gle 2250		1	EA	Large paint jacket	\$ 50.99
Gle 2550		1	EA	Large paint jacket	\$ 38.18
Gle 2555		1	EA	Large paint pants	\$ 29.89
Gle 2575		2	EA	XL Paint jacket	\$ 38.68
Gle 2580		2	EA	XL Paint pants	\$ 29.89
Gle 2590		2	EA	2X Paint Jacket	\$ 38.68
Gle 2595		2	EA	2X Paint Pants	\$ 29.89
GLE 2800		20	EA	SLEEVE PROTECTOR (2)	\$ 2.99
GLE 908		1	EA	MIXING CUP 8 OZ (CASE 100)	\$ 44.00
GLE 940E		50	EA	40 oz MONSTER QUART	\$ 0.67
MAC SGCK-1		3	EA	GUN CLEANING KIT	\$ 28.67
MIL 764VC_P		1	EA	Milton high flow Coupler-1/4" box of 10(for hoses)	\$ 72.50
MIR 9956		1	EA	Mirka pad protector 6"x.12" grip, 67h pk5	\$ 40.24
MMM 06016		15	EA	Detailing Cloth, Perfect-It, Yellow	\$ 22.79
MMM 06654		20	EA	1 1/2" 3M YELLOW MASKING TAPE	\$ 6.57

MMM 06656		10	EA	2" 3M YELLOW MASKING TAPE	\$ 9.09
MMM 07443		10	EA	Scotch-Brit Roloc Scuffing Wheel 4 inch x1 1/8 inch	\$ 19.61
MMM 07486		1	EA	3" SCOTCH BRITE (MAROON)	\$ 68.47
UPO 737		7	EA	ONION MIXING BOARD	\$ 33.27
Detail & Finishing					
PART #	Equivalent Product #		QTY	DESCRIPTION	Unit Cost
2085		2	BOX	P3000 6", Trizact Hid Foam Disc (15/Box)	\$ 116.30
36060		1	QT	Step 1 Qt Perfect-it EX Rubbing Compound (6)	\$ 53.37
94248		3	CASE	Versaflo Power Air Purifying Resp Assy Paint Kn	\$2,472.12
37083		2	EA	Large Half Facepiece Reusable Respirator (10/CS)	\$ 34.06
37078		1	EA	Respirator, Paint Spray, Medium, 1/2 Facepiece	\$ 60.35
7182		2	EA	Medium Bodyman Respirator	\$ 35.45
7192		2	RESP	MED Disposable P95 1/2 Mask Respirator	\$ 28.06
7193		2	RESP	LGE Disposable P95 1/2 Mask Respirator	\$ 28.06
BUF 301 G		1	PACK	3" Wool Grip Pad (2/Pk)	\$ 15.68
NOR06145		3	EA	6" NorGrip Tapered Plain Face Back-Up Pad	\$ 38.00
49492		1	EA	Large Quick Latch Half Facepiece Reusable Resp.	\$ 25.00
59512		1	EA	Large Secure Click Half Mask Respirator HF-8038D	\$ 46.86
37299		1	CASE	Versaflo Respiratory Faceshield Assy M-206137299 w	\$ 280.00
UPO UP0714		4	15OZ	15 oz Light Turquoise Dolphin Brushable Putty	\$ 23.75
UPO UP0737		2	EA	Onion Body Filler Mixing Board	\$ 33.27
SCH 175-C		3	EA	7 1/2" #1 ROUND-UP ALL WOOL	\$ 17.91
USC 32046		10	EA	PRONTO PUTTY (KOMBI)	\$ 9.80



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/8/2024

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

TITLE:

Contract: Paint System and Supplies Vendor Pool (Industrial Finishes & Systems, Inc.)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive director to execute the contract and associated disbursements with Industrial Finishes & Systems, Inc. in the not-to-exceed amount of \$950,000 over 5 years as one of 2 vendors in a paint system and supplies pool .

BACKGROUND:

UTA requires a contract for vendor managed paint system and supplies to provide products to four (4) UTA paint shop locations, over a five (5) year period. This includes monitoring inventory levels, supplying new products, delivering and stocking shelves with sufficient inventory levels to satisfactorily complete all the requirements as referenced in the RFP. This contract will commence upon approval and will expire five (5) years from the commencement date. The estimated aggregate value for the combined pool is approximately \$950,000. (yr1~\$190,000; yr2~\$190,000; yr3 ~\$190,000; yr4 ~\$190,000; yr5 ~\$190,000)

DISCUSSION:

UTA conducted an RFP solicitation on U3P/SciQuest. Of 560 invited vendors, UTA received multiple proposals and after evaluation UTA selected to do a multiple award contract, creating a vendor pool. Industrial Finishes & Systems, Inc. was one of the selected bidders with best overall value. The not-to-exceed amount for both vendors in the pool is \$950,000.

CONTRACT SUMMARY:

Contractor Name:	Industrial Finishes & Systems, Inc.
Contract Number:	24-038232JD
Base Contract Effective Dates:	Upon approval - April 1, 2029
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	NTE \$950,000 for both vendors in pool for 5-year period
Procurement Method:	RFP
Budget Authority:	Approved 2024 Operating Budget

ALTERNATIVES:

Each division would need to monitor inventory of supplies, purchase needed supplies using a P-card, and stock the inventory upon receipt.

Another alternative would be for UTA to outsource all painting needs.

FISCAL IMPACT:

The 2024 approved budget includes \$190,000 for the paint supply pool. Projected funding requests for future years will be \$190,000 per year. The total 5-year pool not-to-exceed amount is \$950,000. All funds will come from the Contract Services operating expense line item in the Maintenance Department of each division receiving supplies and/or services (e.g. XXXX.50353.92).

2024 Budgeted Total: \$190,000

2025 Budget Request: \$190,000

2026 Budget Request: \$190,000

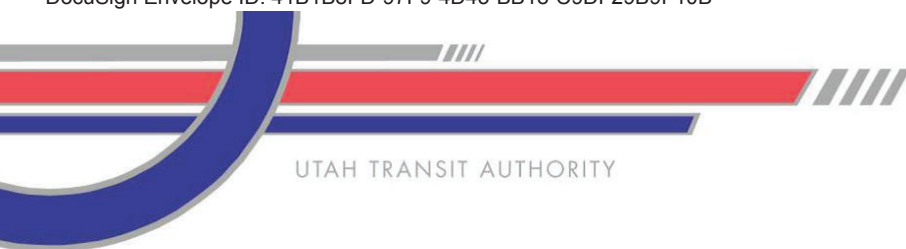
2027 Budget Request: \$190,000

2028 Budget Request: \$190,000

Expected 5-year spend: \$950,000

ATTACHMENTS:

- 1) Contract



GOODS AND SERVICES SUPPLY AGREEMENT

UTA CONTRACT #24-038232JD Paint System and Supplies

THIS GOODS AND NON-PROFESSIONAL SERVICES SUPPLY AGREEMENT (“Contract”) is entered into and made effective as of the date of last signature below. (“Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and Industrial Finishes & Systems, Inc. (the “Contractor”).

RECITALS

WHEREAS, on 2/2/2024, UTA received competitive proposals to provide Paint System and Supplies and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation (the “Goods and Services”) according to the terms, conditions and specifications prepared by UTA in 23-038232JD (the “RFP”); and

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

WHEREAS, the Paint System and Supplies proposal submitted by the Contractor in response to the RFP (“Contractor’s Proposal”) was deemed to be the most advantageous to UTA; and

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

AGREEMENT

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

1. GOOD AND SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor hereby agrees to furnish and deliver the Goods and/or Services in accordance with the Contract as described in Exhibit A (Statement of Work or Services) (including performing any installation, testing commissioning and other Services described in the Contract.) This contract establishes estimated quantities and unit pricing, but UTA shall not incur an actual obligation until an order is issued for specific items and quantities. There are no guaranteed

minimum quantities.

2. **TERM**

This Contract shall commence as of the Effective Date. The Contract shall remain in full force and effect for purchases of Goods and Services (made via purchase order or other agreed order method) during a five (5) - year period expiring April 1, 2029, for a total Contract period not to exceed FIVE (5) years. Extension options may be exercised by UTA upon providing Contractor with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). The Contract may be further extended if the Contractor and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Contractor under the Contract shall at all times be subject to and conditioned upon the provisions of the Contract.

3. **COMPENSATION AND FEES**

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

4. **INCORPORATED DOCUMENTS**

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

5. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

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

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

6. **LAWS AND REGULATIONS**

Contractor and any and all Goods and/or Services furnished under the Contract will comply fully with all applicable Federal and State laws and regulations, including those related to safety and

environmental protection. Contractor shall also comply with all applicable licensure and certification requirements.

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

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

8. **INVOICING PROCEDURES**

- a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to ap@rideuta.com

for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:

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

9. WARRANTY OF GOODS AND SERVICES

- a. Contractor warrants that all Goods (including hardware, firmware, and/or software products that it licenses) and Services shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further warrants that all Goods and Services shall be of the quality specified, or of the best grade if no quality is specified, and, unless otherwise provided in the Contract, will be new, and free from defects in design, materials and workmanship.
- b. Contractor warrants that all Goods and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.
- c. At any time for a period of two (2) years from the date that all Goods have been delivered and all Services have been performed in accordance with the Contract, Contractor shall at its own expense promptly repair, replace and/or re-perform any Goods or Services that are defective or in any way fail to conform to the Contract requirements.
- d. If Contractor fails to promptly make any repair, replacement or re-performance as required herein, UTA may conduct the necessary remedial work at Contractor's expense. Contractor cannot void the warranty for repair, replacement or re-performance performed under these circumstances. Provided that such repair, replacement or re-performance is conducted in a reasonable manner and with workmanship and care consistent with industry standards,

Contractor shall reimburse UTA for the cost of any warranty repair, replacement or re-performance self-performed by UTA.

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

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

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

11. **GENERAL INDEMNIFICATION**

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

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

12. **INSURANCE REQUIREMENTS**

Standard Insurance Requirements

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

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

1. **Commercial General Liability – Occurrence Form**

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

- General Aggregate \$4,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$2,000,000
- a. The policy shall be endorsed to include the following additional insured language:
"The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Automobile Liability**

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

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

the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

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

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

4. Contractors’ Pollution Legal Liability and/or Asbestos Legal Liability (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. *(NOTE: Projects over \$10,000,000 will require limits of \$2,000,000 per occurrence and \$4,000,000 aggregate; Projects over \$40,000,000 will require limits of \$5,000,000 per occurrence and \$5,000,000 aggregate)*

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

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

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

Representative's Name & Address).

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an “A.M. Best” rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

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

13. **OTHER INDEMNITIES**

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

14. **INDEPENDENT CONTRACTOR**

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

Contractor acknowledges that it shall be solely responsible for payment of all payrolls, income and other taxes generally applicable to independent contractors.

15. **STANDARD OF CARE.**

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

16. **USE OF SUBCONTRACTORS**

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

17. **CONTRACTOR SAFETY COMPLIANCE**

UTA is an ISO 14001 for Environmental Management Systems, ISO 9001 Quality and Performance Management, and OSHAS 18001 safety systems Management Company. Contractor, including its employees, subcontractors, authorized agents, and representatives, shall comply with all UTA and industry safety standards, NATE, OSHA, EPA and all other State and Federal regulations, rules and guidelines pertaining to safety, environmental Management and will be solely responsible for any fines, citations or penalties it may receive or cause UTA to receive pursuant to this Contract. Each employee, contractor and subcontractor must be trained in UTA EMS and Safety Management principles. Contractor acknowledges that its Goods and Services might affect UTA's Environmental Management Systems obligations. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA

18. **ASSIGNMENT OF CONTRACT**

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

19. **ENVIRONMENTAL RESPONSIBILITY**

UTA is ISO 14001 Environmental Management System (EMS) certified. Contractor acknowledges that its Goods and/or Services might affect UTA's ability to maintain the obligation of the EMS. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

20. **SUSPENSION OF WORK**

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

21. **TERMINATION**

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

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

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

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

22. **CHANGES**

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

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

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

b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed

pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.

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

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

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

23. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

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

24. FINDINGS CONFIDENTIAL

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

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

mitigation of the breach for review and approval by UTA.

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

25. PUBLIC INFORMATION.

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

26. PROJECT MANAGER

UTA's Project Manager for the Contract is Jenny Dang, or designee. All questions and correspondence relating to the technical aspects of the Contract should be directed to UTA's Project Manager at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-3399

27. CONTRACT ADMINISTRATOR

UTA's Contract Administrator for the Contract is Jenny Dang, or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Grants & Contracts Administrator at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801)287-3399.

28. CONFLICT OF INTEREST

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

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

29. **NOTICES OR DEMANDS**

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

If to UTA:

Utah Transit Authority
ATTN: Jenny Dang
669 West 200 South
Salt Lake City, UT 84101
jdang@rideuta.com

If to Contractor:

Industrial Finishes & Systems, Inc.
ATTN: Brook Buhrley
3099 S. 300 W.
Salt Lake City, UT 84115
B.Buhrley@industrialfinishes.com

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

30. **CLAIMS/DISPUTE RESOLUTION**

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

Level of Authority	Time Limit
UTA's Project Manager/Contractor's Project Manager	Five calendar days
UTA's Procurement Manager/Contractor's [SECOND LEVEL]	Five calendar days
UTA's Director of Supply Chain/Contractor's [THIRD LEVEL]	Five calendar days

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

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

31. **GOVERNING LAW**

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

32. **COSTS AND ATTORNEY FEES.**

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

33. **SEVERABILITY**

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

34. **AMENDMENTS**

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

35. **FORCE MAJEURE**

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

36. **NO THIRD-PARTY BENEFICIARIES**

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

37. **ENTIRE AGREEMENT**

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

38. **COUNTERPARTS**

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

39. **NONWAIVER**

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

40. **SALES TAX EXEMPT**

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

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

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

42. **SURVIVAL**

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

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

UTAH TRANSIT AUTHORITY:

By _____


Jay Fox
Executive Director

By _____

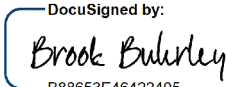
Viola Miller
Chief Financial Officer

By _____

Todd Mills
Director of Supply Chain

By  _____ 4/16/2024
70E33A415BA44F6...
UTA Legal Counsel

Industrial Finishes & Systems, Inc.:

By  _____ 4/16/2024
B88653E46422405...

Name Brook Buhrley
Title Regional Business Manager

Exhibit A

Scope of work

This contract establishes estimated quantities and unit pricing but UTA shall not incur an actual obligation until an order is issued for specific items and quantities. There are no guaranteed minimum quantities.

Contractor's Responsibilities

Overall responsibilities will include the following:

- a. Ownership, installation, repair, maintenance and warranty of all point-of-use supplies and spray systems at locations.
- b. Provide system consulting, configuration, and other services required to plan and implement a point-of-use system at all locations.
- c. Training/certification for up to 30 employees yearly
- d. Manufacturer support required.
- e. Collaborate effectively with designated UTA personnel.
- f. Consign, stock, monitor, and replenish inventory at all locations. All inventory should be stocked at least once a week with any out of stocks being filled within 24 hours of notification.
- g. Expired material removed at least 30 days prior to expiring.
- h. Warranty program
- i. Grade A Customer Service
- j. Hold prices on awarded parts for 12 months. UTA will consider price adjustments 12 months after award. The Contractor must submit their request for price adjustments in writing and provide documentation from suppliers to support any adjustment requests. Price adjustments will not be retroactive; ordering prices will not be changed until the adjustments are approved by UTA by written change order. UTA warrants it will consider requests for price adjustments within a reasonable time from date of receipt; contractor warrants that it will not delay delivery of items pending price changes. All price modifications are subject to the approval of UTA. If price increases are not mutually acceptable, the item may be cancelled off the contract. Requests shall be emailed to jdang@rideuta.com.

Contractor's Project Requirements

- a. Provide, transport, and install all applicable material required for a vendor managed system.
- b. Work with designated UTA staff on initial and ongoing configuration of equipment and point of use locations.

- c. Collaborate with designated UTA staff on initial and ongoing product categories and items to include in vendor managed system.
- d. Work with designated UTA staff to determine inventory minimum, maximum, and restocking levels. With flexibility needed for emergency situations.
- e. Stocking and replenishing the items coinciding with UTA business hours and days of operation. Must check in with UTA front office or designated employee.
- f. Provide regular and on-demand detailed usage reports.
- g. Contractor will have a non-commission based stock employee servicing UTA's contract.
- h. Quarterly Business Reviews (QBR's) will be conducted. Contractor to conduct at least two QBR's a year at random sampling of shops.

DELIVERY:

- **Service Locations:** Delivery time is critical and must be adhered to each week. All deliveries will be made to the UTA Division Parts Departments requiring the items ordered. Service locations are as follows:

UTA Paint Shop Locations
Meadow Brook (3100) 3600 South 700 West Building #8, Salt Lake City 84119
Front Runner/Warm Springs (4600) 900 North 500 West, Salt Lake City 84116
Midvale(4310) 613 West 6960 South, Midvale 84047
Jordan River (4310) 2264 South 900 west, Salt Lake City 84119

Time of Delivery: All materials shipped to UTA must be shipped FOB UTA point of delivery. Deliveries will be accepted no earlier than 6:00 a.m. and not later than 4:00 p.m. on week days only. Deliveries will not be accepted on Saturdays, Sundays or legal holidays observed by UTA employees.

Lead time: Orders are placed with an estimated 2 working day lead time; however, if the contractor's delivery affects UTA's ability to repair buses/trains in a timely manner, UTA reserves the right to order from another source.

Verification of Orders: Contractor will include a packing slip with each order that details: quantity ordered, quantity delivered, description, contract price and contract number. Each shipment will be verified by the UTA division representative. Should a

discrepancy occur, Contractor will be notified within 36 hours. Contractor will correct any errors within 36 hours of the time of notification.

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

Exhibit B
Pricing

This contract will not exceed \$950,000 for five (5) years for all services and efforts as described in the Scope of Work and contract above with the detailed pricing below.

Payments: UTA will issue a Purchase Order for items procured under this contract. The Contractor will submit monthly invoices referencing the Purchase Order and specifying the respective location of each purchase.

Quantity: Quantities shown on the schedule are estimated quantities only. UTA reserves the right to purchase an amount more or less should UTA’s requirements increase or decrease during the term of the contract period. There is no minimum order quantity or dollar amounts required, the end users are encouraging to order responsibly.

DISCOUNTS	
CATEGORY	% OFF
Liquids	10%
Thinners	20%
Primers/Sealers	10%
Hardeners	10%
Top Coats	10%
Reducers	10%
Paint	10%
Abrasives	10%
Adhesives/Tapes	10%
Body Fillers/ Fiberglass/ Putties	15%
Aerosols	10%
Mixing Cups	15%
Shop Refinish Supplies	10%

LIQUIDS - THINNERS / PRIMERS / TOP COATS					
PART #	Equivalent Product #	Estimated Yearly Qty	Unit	DESCRIPTION	Unit Cost
EXA/F GL	928 "A" Code	5	EA	IMRON ELITE PRODUCTIVE S/S MIX	\$133.49
EXB/FGL	928 "B" Code	10	EA	IMRON ELITE PRODUCTIVE S/S MIX	\$162.66
EXD/FGL	928 "F" Code	2	EA	IMRON ELITE PRODUCTIVE S/S MIX	\$279.36
PT110/QT	SHS13	1	EA	Fine Aluminum	\$79.25
PT114/QT	SHS15	4	EA	Coarse Aluminum	\$61.05
1380S	GTP210-GL	6	GL	URO Low Voe 2.1 Primer	\$87.52
1480S	03362	2	GL	PRODUCTIVE PRIMER-FILLER	\$87.52
15303S	GH065-2.5L	2	GL	LOW TEMP ACTIVATOR	\$89.76
15307S	H6	32	GL	High Temp Excel Pro Activator	\$215.67
15309S	H8	1	GL	LOW VOC ACTIVATOR	\$310.07
15375S	S021F	1	GL	LOW TEMP REDUCER	\$46.31
15385S	S021M	1	GL	Medium Temp Reducer	\$46.31
15395S	S021VS	1	GL	High Temp Additive	\$55.20
194S	H8	1	GL	LOW HAPS ACTIVATOR	\$310.07
235S	VP404	6	GL	METALOK PRETREATMENT	\$111.49
236S	VP406	3	GL	METALOKACTIVATOR	\$126.36
7800E	928B	1	GL	IMRON ELITE PRODUCTIVE BINDER	\$127.54
7899E	900M	1	GL	BINDER	\$127.54
8400E	BC3LV	1	GL	IMRON ELITE PRODUCTIVE BASECOAT BINDER	\$82.50
PT101	SHS12	1	GL	PowerTint White Tint	\$207.58
1481S	H7	2	QT	PRODUCTIVE ACTIVATOR - FAST	\$88.68
15307S	H6F	2	QT	High Temp Excel Pro Activator	\$71.16
389S	A566	3	QT	ACCELERATOR	\$65.00
LR12/QT	S9870	1	EA	Limco 1-2-3-4 Medium Reducer	\$13.83
SA1KDG/10Z	150 "D" Code	24	EA	SUPREME ACRYLIC 1K SINGLE STAGE SUFFIX D	\$2.44
SA1KBQ/QT	150 "B" Code	1	QT	Supreme Acrylic 1 K Single Stage Suffix B	\$58.71
SA1KDQ/QT	150 "D" Code	2	QT	Supreme Acrylic 1 K Single Stage Suffix D	\$78.28
SPBTCQ/QT	BC3LV "C" Code	2	QT	Supreme Plus Basecoat Suffix C	\$52.80
DCLSEP	VP404	1	EA	24008 SELF ETCH PRIMER	\$111.49
FIV 5451/QT	GTP210-QT	1	EA	Maxx Fill High Build Prim\Surf Gray	\$ 21.88
FIV 5930		2	EA	Aeropro Gloss White Acrylic Enamel	\$ 4.10
FIV 5655/QT	TR40QT	1	EA	Medium Urethane Reducer	\$ 19.00
RST 18717	249122	18	EA	PAINTERS TOUCH 2X S-GLS BLACK	\$ 7.01

RST 18747		12	EA	PAINTERS TOUCH 2X GLOSS WHITE	\$ 7.01
RST 18749		6	EA	PAINTERS TOUCH 2X GLOSS SUN YELLOW	\$ 7.01
RST 18776		30	EA	PAINTERS TOUCH 2X GLOSS BLACK	\$ 7.01
RST 18778		36	EA	PAINTERS TOUCH 2X GLOSS APPLE RED	\$ 7.01
SEM 39143		30	AERO	20oz Trim Black (OEM)	\$ 13.99
SEM 39673		82	AERO	15.5oz Black Self-Etching Primer	\$ 21.79
SEM 39693		39	AERO	Green Self Etching Primer	\$ 21.79
SEM 42013		5	AERO	Gray High Build Primer Surfacer	\$ 20.88
SEM 61003		24	AERO	Multi-Coat Blank Aerosol Can	\$ 4.53
SEM 61013		5	AERO	Promax Flat Black	\$ 6.41
SEM 61033		4	AERO	Promax Gloss Black	\$ 6.41
SMX3680101		1	EA	SprayMax Trim Paint Gloss Black	\$ 18.22
SMX3682071		30	EA	1K Empty Fill Version 1	\$ 14.08
UPO UP0714		18	15OZ	15 oz. Light Turquoise Dolphin Brushable Putty	\$ 25.69
UPO UP0791V		13	EA	HIGHS - HIGH BUILD PRIMER GRAY MIR COMPL (450ML)	\$ 20.91
VTK 33-35001	KAC21	1	GL	MS Urethane Multi-Panel Clear4:1	\$63.99
VTK 36-20001		3	GL	Acetone	\$ 20.78
VTK 36-70001		2	GL	Wax and Grease Remover	\$ 32.98
VTK 36-30005	dt10-5gl	2	PAIL	Premium Wash Thinner 100% Premium Virgin Solvents	\$ 63.66
VTK 36-30005A	dt10-5gl	4	PAIL	Premium Wash Thinner 100% Premium Virgin Solvents	\$ 63.66
VTK 36-35005	dt10-5gl	2	PAIL	Compliant Wash Thinner 100% Premium Virgin Solvents	\$ 63.66
VTK 33-35704	GH075	1	QT	MS Clear Activator (Medium Temp)	\$ 105.60
JB 15099-16690/GL	EP210LG	4	GL	Chem-0-Pon Nonchrome Epoxy Primer -33304	\$ 140.69
JB95045/QT	EX405	4	QT	Chem-0-Pon Epoxy Primer Curing Agent -99953	\$ 153.63
790/CN		1	CN	QuickN'Easy Clear Blender	\$ 39.70
M-5987		1	EA	Gray Metal Spray Panels (50/PK)	\$ 52.35
E-4893		3	EA	Fillon Quick Mix S35 QuarVLiter/Pint Mixing Lid	\$ 16.50
E-5270		6	EA	Fillon Quick Mix S35 Gallon/3 Liter Mixing Lid	\$ 24.30
162-1072/SGL	GTP210LG	3	GL	Imron 2.1 Gray Primer	\$ 87.52
133-67640/GL	928K0099	7	GL	OBSOL REPL W 133-67640/SGL IMRON2.1 HG+ BLACK	\$ 114.39
162-1072/GL	GTP210LG	1	GL	OBSOL REPL W 162-1072/SGL IMRON 2.1 GRAY PRIMER	\$ 87.52
9M02/GL	A544	2	GL	POT LIFE EXTENDER/REDUCER	\$ 65.00
9T00-A/GL	H6	3	GL	Imron Industrial Activator	\$ 215.67
9T00-A/QT	H6(Q)	3	QT	Indusb'ial Strength Activator	\$ 71.16
FG-0162/QT	H8/QT	2	QT	IMRON 2.1 ACTIVATOR	\$ 103.63
FG-062/QT	H8/QT	2	QT	ACTIVATOR	\$ 103.63
IFB/10Z	BC3LV "B" Code	96	EA	FUL-BASE BC MIX IF 01 B	\$ 1.39

IFB/QT	BC3LV(Q) "B" Code	2	QT	FUL-BASE BC MIX IF -4 B	\$ 44.55
EAH/1 OZ	928 "A" Code/OZ	90	EA	IMRON ELITE MIX	\$ 1.39
EAW/102	928 "F" Code/OZ	30	EA	IMRON ELITE SIS	\$ 1.64
EWB/FGL	928 "B" Code	3	EA	IMRON ELITE PRODUCTIVE 8/C MIX	\$ 162.66
EXB/FGL	928 "F" Code	1	EA	IMRON ELITE PRODUCTIVE SIS MIX	\$ 279.36
EXD/FGL	928 "D" Code	1	EA	IMRON ELITE PRODUCTIVE SIS MIX	\$ 221.02
15308S/GL	H8	2	GL	EXTRA SLOW ACTIVA	\$ 310.07
8831S/GL	N7500	1	GL	imron Elite Clearcoat - 2.1 VOC HS	\$ 72.60
928S/GL	EP210W	2	GL	Corlar 2.1 White Epoxy Primer	\$ 152.50
1380S/GL	GTP210LG	3	GL	URO Low Voe 2.1 Primer	\$ 87.52
1480S/GL	QCP21	2	GL	PRODUCTIVE PRIMER-FILLER	\$ 178.33
15303S/GL	GH065	1	GL	LOW TEMP ACTIVATOR	\$ 105.60
15305S/GL	GH075	2	GL	Mid Temp Excel Pro Activator	\$ 105.60
15307S/GL	GH085	1	GL	High Temp Excel Pro Activator	\$ 105.60
194S/GL	H8	1	GL	LOW HAPS ACTIVATOR	\$ 310.07
3420S/GL	KAC21	5	GL	EXCEL PRO CLEARCOAT 2.1	\$ 63.99
921S/GL	EP210LG	9	GL	CORLAR 2.1 EPOXY PRIMER	\$ 87.52
1489S/QT	GH075	1	QT	PRODUCTIVE ACTIVATOR - MEDIUM	\$ 33.00
389S/QT	A566	1	QT	ACCELERATOR	\$ 65.00
923S/QT	EX21-QT	22	QT	CORLAR 2.1 SLOW ACTIVATOR	\$ 46.17
FGE 733		1	EA	41 Polyester Primer Catalyst- Quart	\$ 39.28
FGE 112		6	GL	Rage Gold - Gallon	\$ 108.52
FGE 713		2	GL	Feather Fill G2 - Gallon - Gray	\$ 139.77
FGE 730		1	GL	Super Build 41 Ultra High Build Poly Primer -Gray	\$ 153.47
VTK 36-650	314821	4	EA	Gun Flush	\$ 6.63
VTK 33-45001	KAC21	1	GL	4:1 Urethane Multi Panel Clearcoat	\$ 63.99
VTK 36-30005A	dt10-5gl	1	PAIL	Premium Wash Thinner 100% Premium Virgin Solvents	\$ 63.66
VTK 36-35005A	dt10-5gl	2	PAIL	Compliant Wash Thinner 100% Premium Virgin Solvents	\$ 63.66
VTK 36-70005	TRUEWGGL	3	PAIL	Wax and Grease Remover	\$ 80.60
VTK 33-41704	GH075-QT	1	QT	SPC/MPC Activator Medium Temp	\$ 33.00
155.GOO	TRUEWGGL	2	EA	WAX & GREASE CLEANER	\$ 21.59
171HP.G01	S021F	1	EA	FAST URETHANE REDUCER	\$ 44.46
172HP.G01	S021M	1	EA	MEDIUM URETHANE REDUCER	\$ 46.31
AP420.P01	EX405/QT	2	EA	EPOXY PRIMER ACTIVATOR	\$ 38.41
AU544.Q00	H8/QT	8	EA	POLYURETHANE ACTIVATOR 2.8	\$ 103.63
EN16	91016	2	EA	VS-147 COUPLER GRAY POLYURETHANE SEMI GLOSS	\$ 21.00
FGE 348		3	EA	RUBBERIZED UNDERCOATING BLACK	\$ 16.76

FP421.G01	EP210W	3	EA	EPOXY PRIMER/SEALER White	\$ 152.50
FT550K 900.G01	928K0099	3	EA	2.8 Urethane Black	\$ 114.39
KLE ESW362		3	EA	WAX & GREASE CLEANER	\$ 15.30
LVCA200.Q02	EX21QT	10	EA	LOWVOC CURING AGENT (FOR LVPW&B200)	\$ 38.00
ROC LT20-5	dt10-5gl	2	EA	LACQUER THINNER	\$ 63.66
ROY 25		1	EA	25LBS BOX OF RAGS	\$ 88.44
SAS	6603	5	EA	10 mil Gloves Large 50pk . Thickstr/or equivalent	\$ 18.60
SAS 6602		2	EA	MEDIUM Thickster Powdered Latex Disposable Gloves -14	\$ 18.60
SAS 6604		2	EA	XL Thickster Powdered Latex Disposable Gloves -14 Mil	\$ 18.60
SAS 66518		5	EA	Raven® Powder Disposable Gloves - 7 Mil	\$ 14.11
SAT 1011981		2	EA	RPS 0.9L DISPOSABLE CUPS (40)	\$ 116.13
SAT 1013218		1	EA	RPS 0.31 standard lids	\$ 66.76
SAT 1057414		1	EA	BATTERY KIT	\$ 56.15
SAT 510056PS		2	EA	Pro Series Twisted Fire Suit, Large	\$ 104.07
SEM 39673		6	EA	SELF ETCHING PRIMER BLACK	\$ 21.79
TB550BG 2.8 VOC S70 White	928WN0006	5	EA	VS-149 VALSPAR POLYURETHANE S-70 White	\$ 114.39
TB550EG 2.8 VOC Blue	928 "C" Code	2	EA	VS-150 BLUE VINYL GLOSS	\$ 191.84
TB550EG 2.8 VOC Red	928 "D" Code	2	EA	S0848 GEL COAT RED	\$ 221.02
UPO 763	GTP210W	15	EA	HIGH 5 WHITE HIGH BUILD PRIMER	\$ 89.89

Abrasives

PART #	Equivelent Product #	QTY	DESCRIPTION	Unit Cost
30666		3	BX P2000 6", Purple Finishing Film Hkt Disc 50/Box	\$ 61.64
31356		3	BX Cubitron Hookit Clean Sanding Abrasive Disc 737U	\$ 91.95
31373		2	BX P150+ 6", Cubitron II Hkl Disc 50/Box	\$ 49.73
31374		2	BX P180+ 6", Cubitron II Hookit Disc 50/Box	\$ 49.73
31481		3	BX P220+ 6", Cubitron II Hkt Disc 50/Box	\$ 62.13
31371		3	BX P80 6", CubitronII Hkt Clean-Sand Disc 50/Box	\$ 59.50
34442		5	ROLL P80+70mmX12mm,Cubitron II Hookit Roll	\$ 38.08
34446		6	ROLL P180+ 70mmX12mm, Cubitron II Hookit Roll	\$ 30.53
34447		5	ROLL P220+ 70mmX12mm, Cubitron II Hkt Roll	\$ 30.53
975		1	BX P320 6", Gold Hid Disc (100/Box)	\$ 61.73
64659		4	BX VFN 4.5"X9" Durable Flex Hand Pad	\$ 21.15
64660		2	BX ULF 4.5"X9" Durable Flex Hand Pad	\$ 21.16
1438		2	ROLL P220 6", Gold Stikit Disc (175/RL)	\$ 89.23
1439		3	ROLL P180 6", Gold Stikit Disc (175/RL)	\$ 89.23
1443		2	ROLL P80 6", Gold Stikit Disc (125/RL)	\$ 69.01

2594		3	ROLL	P220 2.75"X45yd, Gold Stikit Roll	\$ 46.82
2595		5	ROLL	P180 2.75"X45yd, Gold Stikit Roll	\$ 46.82
2599		2	ROLL	P80 2.75"X2syd, Gold Stikit Roll	\$ 46.82
NOR23589		2	PK	6" 40E BlueMag NorGrip Disc (25/Pk)	\$ 47.97
NOR23591		1	PK	8" 80E BlueMag NorGrip Disc (25/Pk)	\$ 75.26
NOR62328		3	BX	3" Grit 36 Speed-Lok TR Oise	\$ 50.60
NOR62330		3	BX	3" Grit 50 Speed-Lok TR Disc	\$ 47.96
1549		1	BX	P80 8", Green Stikit Disc (50/BX)	\$ 115.64
1551		1	BX	Abrasive, Green Stikit, 8" X 36E, 50/Box	\$ 160.85
7447		2	BX	Scuff Pad, Red, Medium, 20/Bx	\$ 22.26
7485		2	BX	3" Coarse Surface Conditioning Disc (25/Bx)	\$ 57.97
31372		6	BX	Purple Clean Sanding HookIt Disc, 01818, 6 in, P12	\$ 49.73
65070		24	EA	7447 PRO Disc, 6 in x NH A VFN	\$ 2.87
36350		6	ROLL	OBSOL Precision Poly Tape 3mmX55m 12rls 12 per cs	\$ 8.42
36354		12	ROLL	OBSOL Precision Poly Tape 18mmX55m 32 rls per cs	\$ 3.14
36356		27	ROLL	OBSOL Precision Poly Tape 36mmX55m 16 rls per cs	\$ 6.32
31481		6	BX	P220+ 6", Cubitron II Hkt Disc (50/BX)	\$ 62.13
31483		11	BX	Cubitron II Clean Sanding HookIt Abr Disc 6"	\$ 50.03
31371		7	BX	P80 6", CubitronII Hkt Clean-Sand Disc (50/BX)	\$ 59.50
31484		2	EA	CubitronII HookIt Clean Disc 6 400 grd 50pp 4pk	\$ 50.03
34446		2	ROLL	P180+ 70mmX12mm, Cubitron II HookIt Roll	\$ 30.53
34447		3	ROLL	P220+ 70mmX12mm, Cubitron II Hkt Roll	\$ 30.53
34449		5	ROLL	2.75" 320+ Cubitron II Sand HookIt Abras Sheet RL	\$ 33.13
NP MAT3223		1	ROLL	Grippy Traffic Mat Rug	\$ 185.00
PR40201		2	EA	Metal Prep Gallon-PR MRGX	\$ 47.09
PR45004		2	EA	POR15 Quart Black-PR 108	\$ 67.25
PR45401		1	EA	POR15 Gallon SG Black-PR 1GSB	\$ 220.55
33389		1	BX	36 grit Roloc #	\$ 32.45
GRE 36		2	EA	GREEN MASKING PAPER 36" 1000ft	\$ 45.13
MIR AE24105018		10	EA	180 GRIT MESH GRIP DISC	\$ 29.23
MIR AE24105032		15	EA	320 GRIT MESH GRIP DISC	\$ 29.23
MIR AE24105051		5	EA	500 GRIT MESH GRIP DISC	\$ 29.23
MIR AE24105080		5	EA	80 GRIT MESH GRIP DISC	\$ 35.01
MIR AE570-240		3	EA	AUTONET MESH ROLL GRIP 240 GRIT	\$ 24.13
MMM 02604		8	EA	FINE SANDING SPONGE	\$ 2.70
MMM 02606		2	EA	Medium SANDING SPONGE	\$ 2.70
MMM 05885		6	EA	AUTOMIX EZ SAND RIGID REPAIR	\$ 49.06

MMM 08194		1	EA	3/8" AUTOMIX NOZZLE BOX OF 50	\$ 94.69
MMM 33389		1	EA	3" 36 GRIT CUBITRON ROLOC	\$ 32.45
MMM 33392		2	EA	3" 80 GRIT CUBITRON ROLOC	\$ 31.49
NOR 31550		1	EA	1500 GRIT 6" SPEED GRIP DISC	\$ 13.45
NOR 31552		3	EA	1000 GRIT 6" SPEED GRIP DISC	\$ 101.38
Adhesives/Tapes					
PART #	Equivalent Product #	QTY		DESCRIPTION	Unit Cost
3M 5887		3	200ML	200ml EZ Sand Flexible Parts Repair	\$ 46.28
3M 8090		3	CAN	19oz Yellow Super-Trim Adhesive	\$ 25.13
3M 8852		1	CAN	18.7oz Cavity Wax Plus (4/CS)	\$ 23.21
3M 8609		60	CART	10.5oz Black Windo-Weld Super Fast Urethane	\$ 22.80
3M 4240		6	EA	200ml Semi-Rigid Plastic Repair	\$ 47.62
DUR 4247		16	EA	200ml Super Fast Plastic Repair Adhesive	\$ 46.28
3M 5885		7	EA	Automix EZ Sand Rigid Par	\$ 49.06
3M 8194		5	EA	Static Mixing Nozzles 50/Box	\$ 94.69
3M 8307		26	EA	200ml Self-Leveling Seam Sealer	\$ 36.16
3M 8458		2	EA	200ml Rigid Pillar Foam	\$ 46.89
3M 8115		12	EA	200ml Panel Bonding Epoxy Adhesive	\$ 48.66
3M 8308		11	EA	200ml Heavy-Body Seam Sealer	\$ 35.01
3M 8310		4	EA	200ml Beige Bare-Metal Seam Sealer	\$ 36.68
3M 31131		1	GAL	Platinum Select Filler	\$ 64.48
3M 19892		2	QT	1357 Gray Qt neoprene High Perf. Contact Adhesive	\$ 41.58
SEM 77793		21	AERO	XXX Specialty Gel Adhesive Remover (12)	\$ 14.11
55887		1	EA	EZ Sand Flexible Parts Repair Adhesive	\$ 127.49
5862		3	EA	Platinum Glaze DMS Cartridge	\$ 44.45
5863		5	EA	Dynamic Mixing Platinum Plus Body Compound	\$ 23.41
5877		10	EA	Reinforced Filler 10.3 Fl Oz	\$ 28.72
5885		5	EA	Automix EZ Sand Rigid Par	\$ 49.06
8275		3	EA	400ml EZ-Sand Rigid Parts Repair	\$ 88.21
6564		59	EA	Marine Adhesive Sealant 4200FC F/C BLK -(12)	\$ 21.19
8463		7	EA	200ml Flexible Urethane Foam 10xExpand	\$ 46.89
5861		1	KIT	Dry Guide Coat Cartridge & Kit	\$ 51.41
26341		5	EA	Tape, Masking, Green, 3", 233+, 8/Case	\$ 17.29
6653		10	EA	1" Yellow Refinish Masking Tape (36/CS)	\$ 3.36
6656		27	EA	2" Gold Masking Tape (24/CS)	\$ 7.65

26336		41	ROLL	Tape, Masking, Green, 1", 233+, 24/Case	\$ 5.61
26334		6	ROLL	3/4" Green Masking Tape (12/SLV)	\$ 4.05
26338		16	ROLL	1.5" Green Masking Tape (4/SLV)	\$ 8.15
26340		8	ROLL	Tape, Masking, Green, 2", 233+, 12/Case	\$ 10.92
36351		6	ROLL	OBSOL Precision Poly Tape 6mmX55m 12rls 12 per cs	\$ 8.42
36353		5	ROLL	OBSOL Precision Poly Tape 12mmX55m 6r1s 12 per cs	\$ 10.95
6405		12	ROLL	1/4ft X 36 Yds. Blue Plastic Tape	\$ 7.49
6408		7	ROLL	1/2ft X 36 Yds. Blue Plastic Tape	\$ 9.74
FBS48430		7	ROLL	1/2ft X 60 Yds. Fineline Tape	\$ 16.07
SEM 38203		8	AERO	Guide Coat Black	\$ 8.69
SEM 39683		6	AERO	15.5oz Gray Shelf Etching Primer	\$ 21.80
SEM 39599		1	EA	Metal Bite Finishing Glaze 15fl oz Pouch	\$ 1.00
GEN 853045		4	EA	CLICSEAL LID - GALLON GEAR (MIDVALE TRAX)	\$ 21.07
LVPW200.G01	EP210W-G	7	EA	URETHANE 2.1 SURF/SEALER WHITE (DIRECT TO METAL)	\$ 154.81
MMM 08155		4	EA	3M™ Quick Fix Adhesive GLUE ONLY	\$ 26.59
MMM 08852		2	EA	3M™ Cavity Wax Plus	\$ 23.21
MMM 38984		7	EA	ADHESIVE REMOVER QUART	\$ 31.93
SEM 69508		3	EA	Rust-Mort	\$ 21.50
UP0660		2	EA	Dolphin One Fill All-In-One Premium Body Filler 1 QT	\$ 30.15
UP0660B		2	EA	Dolphin One Fill All-In-One Premium Body Filler 1 QT	\$ 30.15
UPO 0873		6	EA	GUIDE COAT	\$ 12.00
USC 24035		3	EA	DURAGLASS	\$ 32.51
Hardeners					
PART #	Equivelent Product #	QTY		DESCRIPTION	Unit Cost
FGE 125		2	EA	Rage Ultra	\$ 94.26
FGE 112		3	GAL	Rage Gold	\$ 108.52
FGE499		20	QT	Auto Resin	\$ 50.14
FIV 5457/HPT	GH065	1	EA	Maxx Fill Activator - 4.4 voe	\$ 105.60
GLE 1203		1	BX	JUNIOR 4"X2.5" PLASTIC SPREADER (EA)	\$ 0.40
GLE 1204		1	BX	4" Spreader (100/BX)	\$ 0.34
GLE 1205		1	BX	5" Large Spreader (100/BX)	\$ 0.50
USC 58045		1	PK	F/G Mat (32 Sq.Ft.)	\$ 41.94
USC24035		1	QT	Duraglas Fiberglass Body Filler	\$ 32.51
UPO UP0754		20	EA	Fibral Fiberglass Filler 1 L	\$ 73.00
FGE360		3	EA	NDIVIDUAL 4 oz. Blue Cream Hardener (12/CS)	\$ 6.90
100865		1	EA	SMC fiberglass resin W/ white cream hardener #	\$ 278.40

FGE 865	58220	1	EA	SMC RESIN	\$ 103.00
HPC	GH065	1	EA	Very Slow activator	\$ 105.60
HPC3.Q00	GH065	2	EA	WARP SPEED ACTIVATOR	\$ 105.60
USC 27110		4	EA	RED CREAM HARDENER 4 OZ.	\$ 5.44
USC 58075		2	EA	FIBERGLASS MAT 8 SQ. FT	\$ 11.11
VPC210.Q02	EX21	2	EA	VPC210 LOW VOC EPOXY HARDENER	\$ 38.00

Mixing Supplies/ Shop refinish supplies

PART #	Equivalent Product #		QTY	DESCRIPTION	Unit Cost
26003		7	EA	PPS 2.0 Adap#S2c 16mm FM 1.5mm Thread 4 per cs	\$ 20.43
26024		3	KIT	Large PPS 2.0 Spray Cup System 200u Micron Filter	\$ 127.20
26301		4	KIT	STD PPS2.0 125u Micron Filter	\$ 106.36
26314		7	KIT	MINI PPS2.0 125u Micron Filter	\$ 82.89
16349		2	PACK	Midi Size 13.5oz/400ml Liners	\$ 119.70
6652		145	EA	314ft Gold Masking Tape (48/CS.)	\$ 2.79
6653		109	EA	1" Yellow Refinish Masking Tape (36/CS)	\$ 3.36
6654		102	EA	1.5" Gold Masking Tape (24/CS.)	\$ 5.53
6545		11	ROLL	3/4" Crystal Bay Masking Tape (48/CS)	\$ 2.49
6301		6	ROLL	1/4ft X 60 Yds. Fine Line Tape	\$ 17.14
6653		1	SLV	1" Yellow Refinish Masking Tape (36/CS)	\$ 3.36
6396		2	BX	Adhesion Promoter Pad (25/Box)	\$ 46.71
8578		4	BX	Black Strip-Calk	\$ 20.63
6408		8	ROLL	112ft X 36 Yds. Blue Plastic Tape	\$ 9.74
8571		1	EA	Manual Cart Applicator Gun 200ml	\$ 127.19
ASO9013		1	EA	12 pc. Master Srpay Gun Cleaning Kit	\$ 9.29
E-4893		5	EA	Fillon Quick Mix S35 QuarVLiter/Pint Mixing Lid	\$ 13.00
D-118/GL	SHS16	1	GL	Multitint Red Oxide	\$ 246.10
CRY PREMIUM		2	BX	Premium Tack Cloths (12/Box)	\$ 15.79
DEV DPC-8		8	EA	GUN CLEANING BOTTLE	\$ 8.93
CAN MTQT		10	EA	Quart Metal Cans w/Lid (56/CS)	\$ 3.76
EZM 70016		2	EA	16oz Mix Cup	\$ 0.61
FIV 5592	99908	1	CASE	12" Paint Sticks (1000/CS)	\$ 40.00
HER G100		1	EA	ONE GUN, ONE CUP WORKHORSE GUN WASHER	\$2,039.06
MAKSGCK-1		1	EA	Spray Gun Cleaning Kit	\$ 40.95
USC 70510	30238	2	EA	Truck/SUV Wheel Covers	\$ 45.00
VTK41-916	IF16	3	BX	TEK-MIX 16oz Plastic Mixing Cup (100/BOX)	\$ 32.00
VTK41-932	IF33	2	BX	TEK-MIX 32oz Plastic Mixing Cup (100/BOX)	\$ 34.00

VTK41-974	IF165	1	BX	TEK-MIX 174oz Plastic Mixing Cup (25/BOX)	\$ 32.25
VTK41-980	IF86	2	BX	TEK-MIX 80oz Plastic Mixing Cup (50/BOX)	\$ 37.50
VTK48-509	847533	7	BX	TEK-Blade 009 Razor Blades	\$ 3.91
VTK41-916	IF16	12	EA	TEK-MIX 16oz Plastic Mixing Cup (100/BOX)	\$ 0.32
VTK72-236	62036	3	BX	35" Green Masking Paper 28lb 750ft	\$ 32.49
36060		2	QT	Step 1 Qt Perfect-it EX Rubbing Compound (6)	\$ 44.98
27809		1	BX	Secure Click Particulate Filter N95 D7N11	\$ 31.11
37019		7	EA	PAPR Air Regulating Valve Assembly (V-300)	\$ 179.41
17358		1	EA	OBSOL Versaflo Back Pack BPK--01 for TR-600/800 Pap	\$ 77.40
17379		1	EA	Versaflo Length Adjusting Breathing Tube BT-30	\$ 69.18
17913		2	EA	Secure Click Filter Retainer D701	\$ 24.30
27814		3	PACK	Secure Click Particulate Filter P100 03091	\$ 8.28
37322		2	PACK	Versaflo Peel-Off Visor Covers M-926 (40/Cs)	\$ 46.84
37466		2	PACK	Secure Click Organic Vapor Cartridge D8001	\$ 13.95
7046		4	PACK	Organic Vapor Cartridge (2/Bx)	\$ 11.90
26135		3	EA	PPS 2.0 Adap #S40 Trapezoidal Thread 4 per cs	\$ 20.43
26000		2	KIT	STD PPS2.0 200u Micron Filter	\$ 106.36
26024		3	KIT	Large PPS 2.0 Spray Cup System 200u Micron Filter	\$ 127.20
26112		1	KIT	MiDi PPS2.0 200u Micron Filter	\$ 94.06
26114		2	KIT	MINI PPS2.0 200u Micron Filter	\$ 82.89
5776		2	PAD	6" DA Hkt Disc Backing Tapered Pad	\$ 40.63
DEVPT-52		1	BX	TANK LINER	\$ 4.93
DEV KB-4006		1	EA	6" Air & Fluid Hose Assembly	\$ 118.60
EQU MZT468		5	PACK	SUPERSCRAPER BLADES, 314 - PKG 10	\$ 6.00
EZM 70032		1	BX	320ZMixCup	\$ 0.87
FBS 50100		3	EA	Pro Pump & Sprayer	\$ 56.31
FGE 785		1	CASE	Paint Mixing Cup Quart 32 oz.	\$ 1.21
FIV 5592	99908	1	CASE	12" Paint Sticks (1000/CS)	\$ 40.00
MAK 2001-10		24	EA	1" Whitey II -All Purpose - Chip	\$ 0.50
MAK2001-20		20	EA	2" Whitey II - All Purpose - Chip	\$ 0.68
MAK600-K		1	EA	SPRAY GUN CLEANING KIT	\$ 15.75
ZPR30	rs01369	3	EA	6 MINI ROLLER TRAY	\$ 4.00
RBL611		2	EA	1/4" Coupler Female NPT	\$ 23.00
RBL621		6	EA	1/4" Male Coupler	\$ 23.00
SAT 140582		6	EA	FLUID TIP SEAL, SATAJET, PK OF 5	\$ 39.10
SAT 1010438		1	CASE	RPS 0.6L 125 UM MICRON SIEVE	\$ 136.27
SAT 1011981		1	CASE	RPS 0.9L 200 UM MICRON PLUG-IN SIEVE	\$ 116.13

SAT 1061704		1	EA	5500 RP DIG GUN 1.3 l, W/RPS Cups	\$ 975.00
SHO 3556	530064w	1	EA	Hhl Paint Suit 4xl	\$ 47.00
TTI EP-T100C		1	EA	Tomcat Gun Only with 1.3 & 1.5 TIP	n/a
VTK41-916	if16	2	BX	TEK-MIX 16oz Plastic Mixing Cup (100/BOX)	\$ 30.00
VTK41-974	1f165	1	BX	TEK-MIX 174oz Plastic Mixing Cup (25/BOX)	\$ 30.50
VTK41-932	if32	36	EA	TEK-MIX 32oz Plastic Mixing Cup (100/BOX)	\$ 0.33
VTK42-100	219743	2	EA	TEK-Filler Board 8.5' x 11'	\$ 12.00
VTK72-218	62012	1	BX	10' Green Masking Paper 28lb 750ft	\$ 30.31
VTK 73-320	cs20pl	5	BX	20' x 250' Plastic Sheeting (Regular Density)	\$ 34.82
VTK 75-212	266499	2	BX	12" White Poly Coat Masking 750ft	\$ 97.92
VTK 75-218	211804	1	BX	19" White Poly Coat Masking 750ft	\$ 97.92
VTK 75-236	211805	4	BX	35" White Poly Coat Masking 750ft	\$ 97.92
VTK82-254	74850ifw	1	EA	TEK-SUIT Vapor Guard Prem Paint Suit Reusable(XL)	\$ 46.71
VTK82-255	75254ifw	2	EA	TEK-SUIT Vapor Guard Prem Paint Suit Reusable(2XL)	\$ 46.71
VTK82-354		2	EA	Premium Technicians Coat w/Hood (X Large)	\$ 45.00
220	53412	2	EA	Mirka vacuum file board paper	\$ 35.00
7503	59512	2	EA	3M Mask	\$ 35.54
7008	IF08	1	EA	EZ mix mixing cups	\$ 0.36
375 550		12	Ea	6" paint rollers #	\$ 7.00
Gle 2250		1	EA	Large paint jacket	\$ 32.26
Gle 2550		1	EA	Large paint jacket	\$ 32.26
Gle 2555		1	EA	Large paint pants	\$ 26.50
Gle 2575		2	EA	XL Paint jacket	\$ 32.26
Gle 2580		2	EA	XL Paint pants	\$ 26.50
Gle 2590		2	EA	2X Paint Jacket	\$ 32.26
Gle 2595		2	EA	2X Paint Pants	\$ 26.50
GLE 2800		20	EA	SLEEVE PROTECTOR (2)	n/a
GLE 908		1	EA	MIXING CUP 8 OZ (CASE 100)	\$ 0.36
GLE 940E		50	EA	40 oz MONSTER QUART	\$ 0.55
MAC SGCK-1		3	EA	GUN CLEANING KIT	\$ 32.00
MIL 764VC_P		1	EA	Milton high flow Coupler-1/4" box of 10(for hoses)	\$ 7.25
MIR 9956		1	EA	Mirka pad protector 6"x.12" grip, 67h pk5	\$ 26.00
MMM 06016		15	EA	Detailing Cloth, Perfect-It, Yellow	\$ 19.14
MMM 06654		20	EA	1 1/2" 3M YELLOW MASKING TAPE	\$ 5.53
MMM 06656		10	EA	2" 3M YELLOW MASKING TAPE	\$ 7.70
MMM 07443		10	EA	Scotch-Brit Roloc Scuffing Wheel 4 inch x1 1/8 inch	\$ 18.18
MMM 07486		1	EA	3" SCOTCH BRITE (MAROON)	\$ 2.30

UPO 737		7	EA	ONION MIXING BOARD	\$ 36.01
Detail & Finishing					
PART #	Equivelent Product #	QTY	DESCRIPTION		Unit Cost
2085		2	BOX	P3000 6", Trizact Hid Foam Disc (15/Box)	\$ 98.02
36060		1	QT	Step 1 Qt Perfect-it EX Rubbing Compound (6)	\$ 44.98
94248		3	CASE	Versaflo Power Air Purifying Resp Assy Paint Kn	\$2,083.64
37083		2	EA	Large Half Facepiece Reusable Respirator (10/CS)	\$ 29.49
37078		1	EA	Respirator, Paint Spray, Medium, 1/2 Facepiece	\$ 50.86
7182		2	EA	Medium Bodyman Respirator	\$ 26.29
7192		2	RESP	MED Disposable P95 1/2 Mask Respirator	\$ 23.65
7193		2	RESP	LGE Disposable P95 1/2 Mask Respirator	\$ 23.65
BUF 301 G		1	PACK	3" Wool Grip Pad (2/Pk)	\$ 12.42
NOR06145		3	EA	6" NorGrip Tapered Plain Face Back-Up Pad	\$ 37.94
49492		1	EA	Large Quick Latch Half Facepiece Reusable Resp.	\$ 20.50
59512		1	EA	Large Secure Click Half Mask Respirator HF-8038D	\$ 34.66
37299		1	CASE	Versaflo Respiratory Faceshield Assy M-206137299 w	\$ 231.86
UPO UP0714		4	15OZ	15 oz Light Turquoise Dolphin Brushable Putty	\$ 25.70
UPO UP0737		2	EA	Onion Body Filler Mixing Board	\$ 36.01
SCH 175-C		3	EA	7 1/2" #1 ROUND-UP ALL WOOL	\$ 21.50
USC 32046		10	EA	PRONTO PUTTY (KOMBI)	\$ 9.43



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/8/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: David Hancock, Chief Capital Services Officer
PRESENTER(S): Sean Murphy, Facility Development Manager
Clint Campbell, Facility Development Strategist

TITLE:

Contract: Task Ordering Agreement for Facility Remodel and Reconfiguration Professional Services (Paulsen Construction, LLC)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute the contract and associated disbursements with Paulsen Construction, LLC in the not-to-exceed amount of \$3.97M for the 3-year base period for general contractor duties for facility remodels and improvements.

BACKGROUND:

As UTA's Facility Development team has reviewed contracting procedures for remodeling needs, we have identified an opportunity to increase project delivery efficiency and consistency throughout the agency's service area.

Establishing an on-going contract with a qualified general contractor will dramatically reduce the timeline for completing work that falls outside the scope of UTA's Facility Maintenance team.

DISCUSSION:

Through a competitive procurement, UTA has selected Paulsen Construction to provide general contractor duties related to facility remodels and improvements. Utilizing a Task Order process will allow UTA's Facility Development team to address a range of similar facility needs in a timely manner. Individual task orders meeting the threshold for board approval will be presented for board approval as required.

The approval of this contract will authorize execution of the 3-year base contract. Staff will seek future board

approval if UTA wishes to exercise the two option years outlined in the contract.

The solicitation and contract have been structured to ensure other departments at UTA can take advantage of Paulsen’s services, if appropriate for a given project.

CONTRACT SUMMARY:

Contractor Name:	Paulsen Construction, LLC
Contract Number:	23-03808
Base Contract Effective Dates:	5/08/2024 - 3/28/2027
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	NTE \$3.97M for 3-year base period
Procurement Method:	RFQU
Budget Authority:	Approved 2024 Capital Budget

ALTERNATIVES:

The board could recommend amendments or reject the proposed contract. Either option would delay Facility Development’s ability to deliver much-needed improvements to buildings throughout UTA’s system. It is unlikely that a significantly better consultant team would be found through a new procurement.

FISCAL IMPACT:

Funding for 2024 expenses is included in the approved 2024 capital budget. Funding for additional years is shown in the 5 Year Capital Plan, and staff will seek re-authorization in subsequent years.

Funding is included in Capital Project FMA679.

5_year Capital Plan Amounts (2024 amount is included in Approved 2024 Capital budget):

- \$1,490,000 (2024)
 - \$1,290,000 (2025)
 - \$1,190,000 (2026)
 - \$1,040,000 (2027) (Option 1 - will need Board approval if exercised)
 - \$540,000 (2028) (Option 2 - will need Board approval if exercised)
-

ATTACHMENTS:

- 1) MTOA Contract between UTA and Paulsen Construction (23-03808)

**TASK ORDERING AGREEMENT FOR PROFESSIONAL SERVICES
UTA CONTRACT #23-03808**

FACILITY REMODEL AND RECONFIGURATION

This Task Ordering Agreement (TOA) is entered into and made effective as of the date of last signature below (the “Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and PAULSEN CONSTRUCTION, LLC (“Consultant”) with an office located at 3075 South Speciality Cir, South Salt Lake, UT 84115.

RECITALS

WHEREAS, UTA desires to award a task ordering contract for general contractor services related to various facility remodel and reconfiguration needs per the Statement of Services contained at Exhibit A.

WHEREAS, on 2023 December 5, UTA issued Request for Qualifications Package Number 23-03808JR (“RFQu”) encouraging interested parties to submit Statement of Qualifications (SOQ) to perform the services described in the RFQu.

WHEREAS, upon evaluation of the SOQs submitted in response to the RFQU, UTA selected Consultant as the preferred entity with whom to negotiate a contract to perform the Work.

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

AGREEMENT

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

1. SERVICES TO BE PROVIDED

- a. Consultant shall perform all Tasks issued under this TOA as set forth in the Scope of Services (Exhibit A). Except for items (if any) which this Contract specifically states will be UTA-provided, Consultant shall furnish all the labor, material and incidentals necessary for the Work.
- b. Consultant shall perform all Work under this TOA in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.
- c. All Work shall conform to generally accepted standards in the transit industry. Consultant shall perform all Work in compliance with applicable laws, regulations, rules, ordinances,

permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection.

- d. Consultant shall furnish only qualified personnel and materials necessary for the performance of the Work.
- e. When performing Work on UTA property, Consultant shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.
- f. Consultant is not guaranteed to receive any minimum number of task orders under this Agreement.

2. TASK ORDER ISSUANCE

- a. Consultant shall perform services with respect to a wide variety of tasks, as described in Exhibit A at the request of UTA.
- b. Each discrete item is referred to as a "Task." UTA and the Consultant will negotiate scope, schedule, and lump sum or not-to-exceed price for each Task, and document those and other terms, as necessary, in a written "Task Order" in substantively the same format as that attached as Exhibit A. The lump sum or not-to-exceed price for each Task shall be developed in accordance with Section 5 of this Contract and Exhibit C. Upon the execution of a Task Order, the Consultant shall perform services for that Task, including furnishing all the materials, appliances, tools, and labor of every kind required, and constructing and completing in the most substantial and skillful manner, the work identified in the scope of work attached as an Exhibit to that Task Order.
- c. If UTA, in its sole discretion, decides not to issue additional task orders beyond those already issued, this agreement shall be cancelled at no additional cost (beyond task orders already issued) to either Party.
- d. If UTA and the Consultant are unable to agree on the price, scope, or other terms of a Task Order, UTA shall retain the right to remove the Task from the scope of the on-call Consultant and procure the item outside this Contract.

3. PROGRESS OF WORK

- a. Consultant shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.
- b. Consultant shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.

- c. Consultant shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.
- d. Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA and shall not relieve Consultant of its responsibility to comply with the Contract requirements.
- e. UTA will have the right to inspect, monitor and review any Work performed by Consultant hereunder as deemed necessary by UTA to verify that such Work conforms to the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA and shall not relieve Consultant of its responsibility to comply with the Contract requirements.
- f. UTA shall have the right to reject Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, Consultant shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work to conform to the Contract requirements.
- g. If Consultant fails to promptly remedy rejected Work as provided in Section 3 (f) UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other Consultants or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Consultant.

4. FINAL ACCEPTANCE OF TASKS

Each Task shall be entirely completed – including all punch list items, final cleanup, etc. – by the final acceptance date specified in the applicable Task Order. When, in the opinion of UTA's PM, the Consultant has fully performed the work under a Task Order, UTA's PM will notify the Consultant of final acceptance.

Final acceptance will be final and conclusive except for defects not readily ascertainable by UTA, actual or constructive fraud, gross mistakes amounting to fraud, or other errors which the Consultant knew or should have known about, as well as UTA's rights under any warranty or guarantee. Final acceptance may be revoked by UTA at any time prior to the issuance of the final payment by UTA or upon UTA's discovery of such defects, mistakes, fraud, or errors in the work even after final payment is issued.

5. PERIOD OF PERFORMANCE

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect until all Work is completed in accordance with this Contract, as reasonably determined by UTA. Consultant shall complete all Work no later than **2027 March 28**. (This contract contains two additional option years which may be exercised in the sole discretion of UTA with 60 days advance written notice. The option period will be subject to the same terms and conditions which are contained in this TOA. This guaranteed completion date may be extended if Consultant and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.)

6. **COMPENSATION**

Unless otherwise agreed in a Task Order, payment for the completion of Tasks will be in the form of a lump sum or not-to-exceed price negotiated between UTA and the Consultant and set forth in an executed Task Order. The lump sum or not-to-exceed price will be negotiated through an open-book cost estimating process based on the pricing elements set forth in Exhibit C. The lump sum or not-to-exceed price will be paid to the Consultant for satisfactory completion of all work identified in the applicable Task Order. Except as amended by UTA-issued change orders, the amount to be paid to the Consultant for all costs necessary to complete the work, whether stated or reasonably implied in the Task Order or other contract documents, will not exceed the lump sum or not-to-exceed price, including all labor, materials, equipment, supplies, small tools, incidental expenses, and any other direct or indirect associated costs'.

7. **INCORPORATED DOCUMENTS**

- a. The following documents hereinafter listed in chronological order, are hereby incorporated into the Contract by reference and made a part hereof:
 1. The terms and conditions of this Task Ordering Agreement (including any exhibits and attachments hereto).
 2. UTA's RFQU including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services;
 3. Consultant's Proposal including, without limitation, all federal certifications (as applicable);
- b. The above-referenced documents are made as fully a part of the Contract as if hereto included or attached.

8. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

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

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

9. **CHANGES**

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

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

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

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

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

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

10. INVOICING PROCEDURES

- a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor

shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:

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

11. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT

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

12. USE OF SUBCONSULTANTS

- a. Consultant shall give advance written notification to UTA of any proposed subcontract (not indicated in Consultant's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subconsultants, such approval not to be withheld unreasonably.

- b. No subsequent change, removal or substitution shall be made with respect to any such subconsultant without the prior written approval of UTA.
- c. Consultant shall be solely responsible for making payments to subconsultants, and such payments shall be made within thirty (30) days after Consultant receives corresponding payments from UTA.
- d. Consultant shall be responsible for and direct all Work performed by subconsultants.
- e. Consultant agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Consultant further agrees that all subcontracts shall comply with all applicable laws.

13. **KEY PERSONNEL**

Consultant shall provide the key personnel as indicated in Consultant's Proposal (or other applicable provisions of this Contract) and shall not change any of said key personnel without the express written consent of UTA. The following personnel are considered to be "key" under this clause:

John Paulsen, Project Executive

Harold Saunders, PreConstruction Manager

Samuel Shaw, Project Manager

Michael Crisp, Construction Manager

Steiner Paulsen, Project Manager

If the key personnel listed above are changed without UTA's permission, the Consultant is in default of the contract and liable for default damages.

14. **SUSPENSION OF WORK**

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

15. **TERMINATION**

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

- b. **FOR DEFAULT:** If Consultant (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subconsultants or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Consultant seven (7) days written notice to cure such default:
 1. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other Consultants or UTA's own forces, in which event Consultant shall be liable for all incremental costs so incurred by UTA;
 2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
 3. Except to the extent limited by the Contract, pursue other remedies available at law.

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

d. **TERMINATION OF TASKS OR TOA**

UTA's termination rights under this Article shall apply, in UTA's discretion, to either an individual task order or the entire TOA. Where the TOA is terminated for convenience, the Consultant shall be entitled to payment in full for all tasks satisfactorily completed prior to the termination date. Where a task is terminated prior to acceptance by UTA, Consultant shall be entitled to its actual allowable and allocable costs expended to the date of termination for the terminated task.

16. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

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

17. FINDINGS CONFIDENTIAL

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

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

18. PUBLIC INFORMATION

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

19. GENERAL INDEMNIFICATION

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

20. INSURANCE REQUIREMENTS

Standard Insurance Requirements

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

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

1. Commercial General Liability – Occurrence Form

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

- General Aggregate \$5,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$2,000,000
- a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident \$1,000,000

Disease – Each Employee \$100,000

Disease – Policy Limit \$500,000

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

4. Contractor's Pollution Legal Liability and/or Asbestos Legal Liability

- Each Occurrence \$1,000,000
- General Aggregate \$2,000,000

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

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

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

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

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

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

All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at utahta@ebix.com. The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified

copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

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

21. INTELLECTUAL PROPERTY INDEMNIFICATION

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

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

22. INDEPENDENT CONTRACTOR

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

23. PROHIBITED INTEREST

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

24. CLAIMS/DISPUTE RESOLUTION

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

Level of Authority	Time Limit
UTA's Project Manager/Consultant's Project Manager	Five calendar days
UTA's Director of TOD & Real-Estate/Consultant's Director of Business Development	Five calendar days
UTA's Chief of Capital Services/Consultant's Project Executive	Five calendar days

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

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

25. GOVERNING LAW

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

26. ASSIGNMENT OF CONTRACT

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

27. NONWAIVER

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

28. NOTICES OR DEMANDS

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

b.

If to UTA:

Utah Transit Authority

ATTN: Jimi Rider

669 West 200 South

Salt Lake City, UT 84101

with a required copy to:

Utah Transit Authority

ATTN: Legal Counsel

669 West 200 South

Salt Lake City, UT 84101

If to Consultant:

Paulsen Construction, LLC
3075 South Speciality Circle
South Salt Lake, UT 84111

- c. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice. Either party may change the address at which such party desires to receive written notice by providing written notice of such change to any other party.
- d. Notwithstanding Section 23.1, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract.

29. CONTRACT ADMINISTRATOR

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

30. INSURANCE COVERAGE REQUIREMENTS FOR CONSULTANT EMPLOYEES ON DESIGN AND CONSTRUCTION CONTRACTS

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

31. COSTS AND ATTORNEY'S FEES

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

32. NO THIRD-PARTY BENEFICIARY

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

33. FORCE MAJEURE

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

34. UTAH ANTI-BOYCOTT OF ISRAEL ACT

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

35. SEVERABILITY

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

36. ENTIRE AGREEMENT

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

37. AMENDMENTS

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

38. COUNTERPARTS

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

39. SURVIVAL

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

[Remainder of this page left intentionally blank. Additional page(s) follow.]

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

UTAH TRANSIT AUTHORITY:

By_____ Date:

Jay Fox
UTA Executive Director

PAULSEN CONSTURCTION, LLC:


DocuSigned by:
By_ Date: 3/20/2024
A3ED715967AB428...

John Paulsen
Managing Member

By_____ Date:

Paul Drake
Director, Real Estate & TOD
(Acting Chief, Capital Services)

Approved as to Content & Form

DocuSigned by:
By_ Date: 3/20/2024
70E33A415BA44F6...

Mike Bell
UTA Legal Counsel

Reviewed & Recommend

By_____ Date:

Sean Murphy
TOD Project Manager

*UTA Contract No. 23-03808
Remodel & Reconfiguration GC*

EXHIBIT A – SCOPE OF SERVICES

All individual Task Orders that are issued to the Consultant will contain their own specific Statement of work. Each Individual Task Order will include a scope of services specific to the needed services which is within the scope of the statement of services contained in the RFQU.

EXHIBIT B – PRICING

In accordance with Article 5 - Period of Performance, this Contract will have a Base Term of three (3) years set to expire on March 28, 2027, with two (2) additional options at one (1) year each. The Not-to-Exceed (NTE) amount of the initial base term shall be \$3.97M.

UTA General Contractor Services Cost Rate Form
Paulsen Construction LLC

						Basic Hourly	Overhead			Fully
No.	Firm	Prime	Sub	Last Name	First Name	Discipline/Classification	Rate	Percentage	Fee	Burdened Bill
1	Paulsen Construction			Paulsen	John	Project Executive	\$ 62.50	43%	15%	102.45
2	Paulsen Construction			Saunders	Harold	Preconstruction Manager	\$ 50.49	38%	15%	80.13
3	Paulsen Construction			Shaw	Samuel	Project Manager	\$ 50.49	36%	15%	78.98
4	Paulsen Construction			Paulsen	Steiner	Project Manager	\$ 50.49	49%	15%	86.51
5	Paulsen Construction			Crisp	Michael	Superintendent	\$ 44.25	77%	15%	89.93
6	Paulsen Construction			Meryhew	Shawn	Superintendent	\$ 44.25	70%	15%	86.51
7	Paulsen Construction			Campbell	Eran	Cost Estimation	\$ 50.49	57%	15%	91.26
8	Paulsen Construction			Fowler	Ben	Project Engineer	\$ 42.75	46%	15%	71.78
9	Paulsen Construction					Carpenter	\$ 32.76	51%	15%	56.73
							Subcontractor			Fully
							Billable Rate	Overhead %	Fee	Burdened Bill
10					Sub (as needed)	Concrete	\$ 65.00	17%	10%	71.62
11					Sub(as needed)	Structural and Steel-Misc Fabrication	\$ 125.00	17%	10%	137.73
12					Sub (as needed)	Structural and Steel- Welder only	\$ 85.00	17%	10%	93.65
13					Sub (as needed)	Masonry-Foreman	\$ 95.00	17%	10%	104.67
14					Sub (as needed)	Masonry-Mason	\$ 85.00	17%	10%	93.65
15					Sub (as needed)	Masonry-Hot Tender	\$ 75.00	17%	10%	82.64
16					Sub (as needed)	Roofing-Foreman	\$ 85.00	17%	10%	93.65
17					Sub (as needed)	Roofing-Workers	\$ 75.00	17%	10%	82.64
18					Sub (as needed)	Drywall	\$ 65.00	17%	10%	71.62
19					Sub (as needed)	Millwork-shop	\$ 125.00	17%	10%	137.73
20					Sub (as needed)	Millwork-field workers	\$ 150.00	17%	10%	165.27
21					Sub (as needed)	Painting	\$ 60.00	17%	10%	66.11
22					Sub (as needed)	Plumbing-Journeyman	\$ 140.00	17%	10%	154.25
23					Sub (as needed)	Plumbing-Apprentice	\$ 85.00	17%	10%	93.65
24					Sub (as needed)	Mechanical	\$ 75.00	17%	10%	82.64
25					Sub (as needed)	Electrical	\$ 75.00	17%	10%	82.64
26					Sub (as needed)	Demolition-Forman	\$ 45.00	17%	10%	49.58
27					Sub (as needed)	Demolition-General Labor	\$ 40.00	17%	10%	44.07
28							\$	%	%	\$

Signature: John W. Paulsen

Digitally signed by John W. Paulsen
DN: C=US,
E=John@paulsenconstruction.com,
O=Paulsen Construction, CN=John W.
Paulsen
Date: 2024.03.06 11:41:25-0700'

Date: 03/06/2024

Title: Managing Member

EXHIBIT C – TASK ORDER TEMPLATE

TASK ORDER NO. _____

TASK ORDER NAME: _____

This is Task Order No. _____ to Contract No. _____ entered into by and between Utah Transit Authority (UTA) and _____, (Contractor) as of _____, _____, 202_

This Task Order is part of the above-described Contract and is governed by the terms thereof.
The purpose of this Task Order is to specifically define the scope, schedule, lump sum price, or not-to-exceed and other terms applicable to the work identified herein.
UTA and Contractor hereby agree as follows:

1.0 SCOPE OF SERVICES

The scope of work for this Task Order _____ is hereby attached and incorporated into this Task Order.

2.0 SCHEDULE

The Substantial Completion Date for this Task is _____, _____, 202_. The Final Acceptance Date for this Task is _____, _____, 202_.

3.0 PRICE

The lump sum or not-to-exceed (select one) price for this task order is _____.
Invoices will be billed on monthly, milestone or task completion basis (select one).

4.0 APPLICABILITY OF FEDERAL FORMS AND CLAUSES

This Task Order does ☐ does not ☐ [Check Applicable] include federal assistance funds which requires the application of the Federal Forms and Clauses appended as Exhibits D and E on the Contract.

IN WITNESS WHEREOF, this Task Order has been executed by UTA and the Contractor or its appointed representative

UTAH TRANSIT AUTHORITY:

PAULSEN CONSTRUCTION, LLC:

By: _____
Date

By: _____
Date

By: _____
Date

By: _____
Date

ATTACHMENT 1 – TASK ORDER STATEMENT OF WORK OR SERVICES

EXHIBIT D – FEDERAL FORMS

Exhibit D

Federal Forms

ATTACHMENT A: EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE STATEMENT

The undersigned states on behalf of the Bidder / Proposer _____.

A. The Bidder / Proposer has given or will give, prior to the commencement of an approved UTA project, notice to all pertinent personnel, i.e., managers, supervisors, employees, unions, subcontractors, etc. of the Bidder / Proposer EEO and DBE policies and procedures and its intent and effort to realize such procedures in connection with the EEO and DBE requirements that UTA is required to follow as a Federal Transit Administration Grantee.

B. Bidder / Proposer designates --

Name _____

Title _____

as the person assigned the responsibility for securing compliance with and reporting progress to the Bidders/Proposers and UTA's Civil Rights Office on all EEO efforts initiated and taken.

C. Bidder / Proposer will cooperate fully with UTA and ensure equal employment opportunity to the maximum extent possible during the term of this contract. Attachment A-5 must be completed and submitted. If the Bidder / Proposer employs 50 or more persons and or will be entering into a contract hereunder in an amount of \$50,000 or more, then an EEO Plan for employment of minorities and women must be submitted. UTA will further be kept fully informed of any refusals by unions or others to cooperate with UTA's and the Bidder / Proposer EEO and DBE requirements.

D. Bidder / Proposer agrees to make every reasonably good faith effort to utilize DBEs in the performance of this contract. Bidder / Proposer will take affirmative steps to meet the DBE contract goal set for this bid.

Company Name: _____

Address: _____

Signed: _____

Title: _____

Phone Number: _____

ATTACHMENT A-1: DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM

DBE PROJECT GOAL: **5%*** (DBE goal subject to change on a Task Order by Task Order basis when Federal Funds are utilized)

The Bidder / Proposer must check the appropriate box, provide the information requested, and sign this form certifying to the accuracy of the information provided, and submit this form with its bid. Failure to complete and submit this form may result in rejection of the bid/proposal as non-responsive. Race neutral procurements do not require good faith effort documentation.

☐ **Bidder / Proposer will meet or exceed the DBE goal for this contract.** If awarded this contract, Bidder / Proposer will subcontract with the DBEs listed below, which will be performing a total of _____ percent (_____%) of the total dollar amount of the contract work.

Bidders/Proposers shall submit and attach evidence with this form that the DBEs being submitted for work on this project are presently certified by the Utah Uniform Certification Program (UUCP). The DBE Letters of Intent (Attachment A-2) are included with this DBE Participation Form.

<u>DBE Name & Address</u>	<u>Description of Work</u>	<u>\$ Amount of Participation</u>	<u>% of Total Price</u>
_____	_____	\$ _____	_____ %
_____	_____	\$ _____	_____ %
_____	_____	\$ _____	_____ %
_____	_____	\$ _____	_____ %

(Attach additional sheets if necessary)

☐ Bidder / Proposer ***does not*** meet the DBE goal for this contract. **Bidder / Proposer certifies that it has made good faith efforts** in accordance with the bid/proposal instructions to meet the DBE goal, but, despite those efforts, has been unable to meet the goal. The Good Faith Efforts Documentation Form (Attachment A-3) is attached to this DBE Participation Form. **Please list above ANY DBE participation your firm has committed to.**

☐ Bidder / Proposer ***does not*** meet the DBE goal for this contract. **Bidder / Proposer certifies that there exists no opportunity for subcontracting as part of this project.** It is the general practice of Bidder / Proposer’s firm to perform all work of this nature solely with its own work force and to do otherwise would constitute a violation of industry standards. Attachment A-3, Good Faith Effort Documentation Form, is not required under this selection.

**ATTACHMENT A-1: DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION
FORM**

Date: _____

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

ATTACHMENT A-2: SAMPLE LETTER OF INTENT TO SUBCONTRACT WITH DBE FIRM

(COMPANY LETTERHEAD)

(DATE)

(DBE)
(Name and Address)

Reference: *(Project Name and Bid/Proposal Number)*

(Appropriate Salutation)

Our firm is submitting a bid/proposal with the intent to be awarded a contract with the Utah Transit Authority for the performance of the above-referenced project and if our firm is awarded the contract, shall as act as prime contractor for this project.

Please sign this "Letter of Intent to Subcontract" to verify that you are willing to participate and enter into a subcontract with our firm to provide *(specify equipment, materials, supplies, services, etc.)* in the amount of \$ _____ if our firm is awarded the contract with Utah Transit Authority. **A DBE company has to be certified in the State of Utah and current in its DBE certification. Please attach a copy of a recent certification letter / annual update that states your firm is presently certified as a DBE by the Utah Uniform Certification Program (UUCP).**

DBE firm has read and certifies to the above:

Prime Contractor:

Signature

Signature

Printed Name

Printed Name

Title

Title

NOTE: Submit this letter with specific information and it signed by the proposed DBE company. All equipment, materials, supplies, and services to be provided by the DBE subcontractor must be listed, and all amounts to be paid to the DBE subcontractor must be specified.

THE SUCCESSFUL RESPONDENT(S) SHALL REQUIRE ALL SUBCONTRACTORS TO COMPLETE AND SUBMIT THE FEDERAL CERTIFICATION ATTACHMENTS A, A-1, A-2, A-3, A-4, B, C, D, E, AND F IF APPLICABLE.

ATTACHMENT A-3: GOOD FAITH EFFORTS DOCUMENTATION FORM

Whether a Bidder / Proposer meets or does not meet the DBE goal, the Bidder / Proposer must submit this form with its DBE Participation Form (Attachment A-1). **In the case of a race neutral project, the Bidder / Proposer is not required to submit good faith efforts documentation.** The Bidder / Proposer must submit a copy of the document(s) sent to DBE’s. Failure to submit this form with its bid/proposal and requested additional documentation may render the bid/proposal non-responsive. UTA’s DBE Liaison Officer may require that the Bidder / Proposer provide additional substantiation of good faith efforts.

Firm Name	Contact Person	Area of Expertise	Date	Response
_____	_____	_____	_____	_____. . _____
_____	_____	_____	_____	_____. . _____
_____	_____	_____	_____	_____. . _____
_____	_____	_____	_____	_____. . _____
_____	_____	_____	_____	_____. . _____
_____	_____	_____	_____	_____. . _____
_____	_____	_____	_____	_____. . _____
_____	_____	_____	_____	_____. . _____

By submitting and signing this form, including any continuation form(s), the Bidder / Proposer certifies that it has contacted the identified DBE firms in good faith (per 49 CFR 26 Appendix A or see DBE Requirements, Terms and Conditions) to discuss contracting opportunities.

Date: _____
Signature: _____
Printed Name: _____
Title: _____

ATTACHMENT A-4: EMPLOYMENT PRACTICES / EEO PLAN

A) Contractors that have less than 50 employees or have a contract for less than \$50,000 yet more than \$10,000 are responsible to complete the following information outlining their employment goals on this UTA project.

Prepared By: Harold Saunders, Director of Business Development
(Print name & title)

Solicitation No. 23-03808

Name of Project Facility Remodel and Reconfiguration General Contractor

Location of Workforce Salt Lake County, UT

Prime Contractor Paulsen Construction LLC

Paulsen

In keeping with UTA policy of nondiscrimination in employment practices, the Construction LLC (Name of Company) has set as a project goal for the utilization of minorities, which is 5 %. Minority goals are formulated in terms of craft work hours performed in a specific Standard Metropolitan Statistical Area (SMSA). (Name of Company) has set as a project goal for the utilization of females, which is 6.9%. The Paulsen Construction LLC (Company name), by its Director of Business Development (Title of Company Representative) assures to the UTA that good faith efforts will be used to achieve said goals. The good faith efforts proposed are described in the attached narrative.

B) Requirements Concerning The Submission Of An EEO Plan (For all construction and non-construction contractors)

If the contractor has 50 or more employees **and** a contract of \$50,000 or more is contemplated, an EEO Plan should be submitted **in lieu** of this form per the specifications noted in the instruction to offerors.


Director of Business Development
Signature and Title of Company Official (Contractor)

ATTACHMENT B: BUY AMERICA CERTIFICATESolicitation No. 23-03808

Exhibit ____

UTAH TRANSIT AUTHORITY
 BUY AMERICA CERTIFICATE
 (Federally assisted Contract)

SECTION (1); Certify only for IRON, STEEL MANUFACTURED PRODUCTS or CONSTRUCTION MATERIALS: **(Mark One)**

- ☒ **CERTIFICATE OF COMPLIANCE WITH SECTION 165(a).** The bidder or offeror hereby certifies that it *will comply* with the requirements of 49 USC 5323(j)(1) and the applicable 49 CFR part 661.

--OR--

- ☐ **CERTIFICATE FOR NON-COMPLIANCE WITH SECTION 165(a).** The offeror hereby certifies that it *cannot comply with* the requirements of 49 USC 5323(j), but it *may qualify for an exception* to the requirement pursuant to 49 USC 5323 (j)(2), t, as amended, and the applicable regulations in 49 CFR Part 661.7.

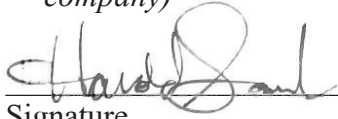
SECTION (2); Certify only for ROLLING STOCK and ASSOCIATED EQUIPMENT: **(Mark One)**

- ☒ **CERTIFICATE OF COMPLIANCE WITH SECTION 165(b) (3.).** The offeror hereby certifies that it *will comply with* the requirements of 49 USC 5223(j), as amended, and the applicable regulations of 49 CFR Part 661.11.

--OR--

- ☐ **CERTIFICATE FOR NON-COMPLIANCE WITH SECTION 165(b)(3).** The offeror hereby certifies that it *cannot comply with* the requirements of 49 USC 5323(j), as amended, but may *qualify for an exception* to the requirement consistent with 49 USC 5323(j)(2)(C), and, as amended, and the applicable regulations in 49 CFR Part 661.7.

SECTION (3); **OFFEROR'S SIGNATURE:** *(Sign, date and enter your title and the name of your company)*



Signature

01/10/2024

Date

Director of Business Development

Title

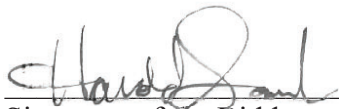
Paulsen Construction LLC

Name of Company/Offeror

**ATTACHMENT C: ASSURANCE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
OR EXCLUSION**

(For all contracts)

Bidder or Proposer hereby affirms that in accordance with 2 CFR Part 180, Subpart C and 2 CFR Part 1200, neither it, nor any of its principals, nor its lower tier subcontractors, nor their principals are currently debarred, suspended, or otherwise excluded from or ineligible to receive a contract financed by the U.S. Government.



Signature of the Bidder or Proposer Authorized Official

Harold Saunders, Director of Business Development, Paulsen Construction LLC
Name and Title of the Bidder or Proposer Authorized Official

01/10/2024

Date

ATTACHMENT D: CERTIFICATION OF RESTRICTIONS ON LOBBYING**(For contracts exceeding \$100,000)**

I, Harold Saunders, Director of Business Development, hereby certifies
 (Name and Title of Company Official)

on behalf of Paulsen Construction LLC that:
 (Name of Company)

- (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 any 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.
- (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 sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is 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.

Executed this 10 day of January, 2024

By 
 (Signature of Authorized Official)

Director of Business Development
 (Title of Authorized Official)

ATTACHMENT E: SOLICITATION STATISTICS

Dear Subcontractor:

The Utah Transit Authority maintains bidding statistics, regarding **ALL** firms bidding on prime contracts and **subcontracts** on DOT-assisted projects in accordance with the federal regulation 49 CFR Part 26.11. Include copies of this form with your bid package to **ANY SUBCONTRACTORS**. Return the form from each proposer **with your bid package**, both Disadvantaged Business Enterprises' (DBE) and non-DBEs (A DBE is a firm that meets the criteria in 49 CFR 26). Thank you for your assistance with this request

This information will only be used for statistical purposes as allowed under 49 CFR Part 26.

Firm Name: Paulsen Construction LLC

Firm Address: 3075 South Specialty Circle
South Salt Lake, UT 84115

Status: Non-DBE X DBE _____

Company's Type of Work: Construction

Month/Year firm started: 04/1925

Company Owner(s) Ethnic Background (optional)		
<u> </u> African American	<u> </u> Asian	<u> X </u> Male
<u> </u> Hispanic	<u> </u> Native American	<u> </u> Female
<u> </u> Polynesian	<u> X </u> Caucasian	<u> </u> Other _____

Annual Gross Receipts of the Firm: (check one)

0 to \$500,000	_____	\$500,000 - \$1,000,000	_____
\$1 Million - \$5 Million	_____	\$5 Million - \$10 Million	_____
\$10 Million - \$16.7 Million	_____	Above \$16.7 Million	<u> X </u>

ATTACHMENT F: Requirement for Written Subcontracts and Flow down of Required Clauses

(To be submitted with Bid or Proposal)

Name of Solicitation: Facility Remodel & Reconfiguration General Contractor

Bidder or Proposer hereby agrees that, should it receive the award of a contract under this procurement, it will establish written subcontracts for all contract work provided by subcontractors at any tier and that it will ensure that all applicable FTA requirements and clauses are flowed down to subcontractors at all tiers.

Company Name: Paulsen Construction LLC

Signed by:  Harold Saunders

Title: Director of Business Development

Date: 01/10/2024

EXHIBIT E - FEDERAL CLAUSES

Exhibit E

Federal Transit Administration Required Clauses

FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES

It is the responsibility of the contractor to ensure that all clauses applicable to the contracted effort are adhered to by the contractor and its subcontractors when applicable.

Sec.	Contract Clause	Applicability to Type of Contract
1	Fly America Requirements	When Transportation Paid by FTA Funds
2	Buy America Requirements	Value > 150K for Construction, Goods, Rolling Stock
3	Charter Bus Requirements	Operational Service
4	School Bus Requirements	Operational Service
5	Cargo Preference Requirements	Equipment/Material/Commodities Transported by Ocean
6	Seismic Safety Requirements	New Construction/Additions
7	Special Department of Labor (DOL) Equal Employment Clause	Value > 10K for Construction
8	Energy Conservation Requirements	All
9	Clean Water Requirements	Value > 100K
10	Bus Testing	Rolling Stock Acquisition
11	Pre-Award and Post Delivery Audit Requirements	Rolling Stock Acquisition
12	Lobbying	All (Certification required if > \$100K)
13	Access to Records and Reports	All
14	Federal Changes	All
15	Bonding Requirements	Construction > 100K
16	Clean Air	Value > 100K
17	Recycled Products	Value > 10K In Fiscal Year
18	Davis-Bacon and Copeland Anti-Kickback Acts	Construction > \$2000
19	Contract Work Hours and Safety Standards Act	Construction > \$2000, Rolling Stock, Operational > \$2,500
20	No Government Obligation to Third Parties	All

21	Program Fraud and False or Fraudulent Statements and Related Acts	All
22	Termination	Value > 10K
23	Government-Wide Debarment and Suspension (Non-procurement)	Value > 25K
24	Privacy Act	All
25	Civil Rights Requirements	All
26	ADA Access Requirements	All
27	Breaches and Dispute Resolution	Value > 100K
28	Patent and Rights in Data	Research Projects Only
29	Transit Employee Protective Agreements	Transit Operations
30	Disadvantaged Business Enterprise (DBE)	All
31	Incorporation of FTA Terms	All
32	Drug and Alcohol Testing	Operational Service/Safety Sensitive
33	Transit Vehicle Manufacturer (TVM) Certifications	Rolling Stock, All Vehicle Procurements
34	Metric Requirements	Sealed Bid Procurements, Rolling Stock, Construction
35	Conformance with National ITS Architecture	Contracts and Solicitations for ITS projects only
36	Corridor Preservation	Right of Way Development
37	Veterans Employment	Capital Projects
38	Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	ALL
39	Notice to FTA and DOT	All Contracts over \$25,000

1. FLY AMERICA REQUIREMENTS

49 U.S.C. §40118

41 CFR Part 301-10.131 - 301-10.143

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 Federal DOT has determined meets the requirements of the Fly America Act.

Flow down Requirements: The Fly America requirements flow down to first tier contractors, who are responsible for ensuring that lower tier contractors and sub-contractors are in compliance.

Fly America - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10.131 - 301-10.143, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2. BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)

49 U.S.C. 5323(h)

49 CFR Part 661

Applicability to Contracts: The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$150,000).

Flow down Requirements: The Buy America requirements flow down to first tier Consultant, who are responsible for ensuring that lower tier contractors and sub-contractors are in compliance.

Buy America - The Contractor agrees to comply with 49 U.S.C. 5323(j) as amended by MAP-21, 49 U.S.C. 5323(h), 49 CFR Part 661, and FAST Act (Pub. L. 114-94) which provide that Federal fund may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and was amended by Section 3011 of the FAST Act (Pub. L. 114-94). Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a sixty percent (60%) domestic content for FY16 & FY17; sixty-five percent (65%) domestic content for FY18 & FY19; and seventy percent (70%) domestic content for FY20 & beyond.

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--

this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project. The requirement excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

Definitions:

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of: • non-ferrous metals; • plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); • glass (including optic glass); • lumber; or • drywall.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

General waivers for small purchases do not apply to Contractor’s equipment purchases when Consultant’s contract value exceeds \$150,000 in value. Contractor must submit to UTA the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier sub-contractors.

3. CHARTER BUS REQUIREMENTS

49 U.S.C. 5323(d)

49 CFR Part 604

Applicability to Contracts: The Charter Bus requirements apply to the following type of contract: Operational Service Contracts.

Flow down Requirements: The Charter Bus requirements flow down from UTA to first tier service Contractors.

Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

4. SCHOOL BUS REQUIREMENTS

49 U.S.C. 5323(f)

49 CFR Part 605

Applicability to Contracts: The School Bus requirements apply to the following type of contract: Operational Service Contracts.

Flow down Requirements: The School Bus requirements flow down from UTA to first tier service contractors.

School Bus Operations - Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

5. CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 55305

Applicability to Contracts: The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

Flow down Requirements: The Cargo Preference requirements apply to all subcontracts when the subcontract may be involved with the transport of equipment, material, or commodities by ocean vessel.

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the

extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Cargoes Procured, Furnished, or Financed by the United States Government - (a) Definition. - In this section, the term "privately-owned commercial vessel of the United States" does not include a vessel that, after September 21, 1961, was built or rebuilt outside the United States or documented under the laws of a foreign country, until the vessel has been documented under the laws of the United States for at least three (3) years.

(b) Minimum Tonnage.-When the United States Government procures, contracts for, or otherwise obtains for its own account, or furnishes to or for the account of a foreign country, organization, or persons without provision for reimbursement, any equipment, materials, or commodities, or provides financing in any way with Federal funds for the account of any persons unless otherwise exempted, within or without the United States, or advances funds or credits, or guarantees the convertibility of foreign currencies in connection with the furnishing or obtaining of the equipment, materials, or commodities, the appropriate agencies shall take steps necessary and practicable to ensure that at least fifty percent (50%) of the gross tonnage of the equipment, materials, or commodities (computed separately for dry bulk carriers, dry cargo liners, and tankers) which may be transported on ocean vessels is transported on privately-owned commercial vessels of the United States, to the extent those vessels are available at fair and reasonable rates for commercial vessels of the United States, in a manner that will ensure a fair and reasonable participation of commercial vessels of the United States in those cargoes by geographic areas.

(c) Waivers. -The President, the Secretary of Defense, or Congress (by concurrent resolution or otherwise) may waive this section temporarily by-

- (1) Declaring the existence of an emergency justifying a waiver; and
- (2) Notifying the appropriate agencies of the waiver.

(d) Programs of Other Agencies. -

(1) Each department or agency that has responsibility for a program under this section shall administer that program with respect to this section under regulations and guidance issued by the Secretary of Transportation. The Secretary, after consulting with the department or agency or organization or person involved, shall have the sole responsibility for determining if a program is subject to the requirements of this section.

(2) The Secretary-

(A) shall conduct an annual review of the administration of programs determined pursuant to paragraph (1) as subject to the requirements of this section;

(B) may direct agencies to require the transportation on United States-flagged vessels of cargo shipments not otherwise subject to this section in equivalent amounts to cargo determined to have been shipped on foreign carriers in violation of this section;

(C) may impose on any person that violates this section, or a regulation prescribed under this section, a civil penalty of not more than \$25,000 for each violation willfully and knowingly committed, with each day of a continuing violation following the date of shipment to be a separate violation; and

(D) may take other measures as appropriate under the Federal Acquisition Regulations issued pursuant to section 25(c)(1) 1 of the Office of Federal Procurement Policy Act (41 U.S.C. 421(c)(1) 2 or contract with respect to each violation.

(e) Security of Government-Impelled Cargo.

(1) In order to ensure the safety of vessels and crewmembers transporting equipment, materials, or commodities under this section, the Secretary of Transportation shall direct each department or agency (except the Department of Defense), when responsible for the carriage of such equipment, materials, or commodities, to provide armed personnel aboard vessels of the United States carrying such equipment, materials, or commodities if the vessels are transiting high-risk waters.

(2) The Secretary of Transportation shall direct each department or agency responsible to provide armed personnel under paragraph (1) to reimburse, subject to the availability of appropriations, the owners or operators of applicable vessels for the cost of providing armed personnel.

(3) In this subsection, the term “high-risk waters” means waters so designated by the Commandant of the Coast Guard in the Port Security Advisory in effect on the date on which an applicable voyage begins. (Pub. L. 109–304, §8(c), Oct. 6, 2006, 120 Stat. 1642; Pub. L. 110–417, div. C, title XXXV, §3511(a), (b), Oct. 14, 2008, 122 Stat. 4769; Pub. L. 112–213, title V, §503, Dec. 20, 2012, 126 Stat. 1575.)

6. SEISMIC SAFETY REQUIREMENTS

42 U.S.C. 7701 et seq.

49 CFR Part 41

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

Flow down Requirements: The Seismic Safety requirements flow down from UTA to first tier contractors to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all sub-contractors.

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 Seismic Safety Regulations 49 CFR 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 sub-contractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project. The contractor will facilitate and follow Executive Order No. 12699, “Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction,” 42 U.S.C. 7704 note, except as the Federal Government determines otherwise in writing.

7. SPECIAL DOL EQUAL EMPLOYMENT CLAUSE

41 CFR Part 60

See Section 25 – Contract Clause Civil Rights Requirements

8. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.

49 CFR Part 622

Applicability to Contracts: The Energy Conservation requirements are applicable to all contracts.

Flow down Requirements: The Energy Conservation requirements extend to all third-party contractors and their contracts at every tier and, sub-recipients and their sub-agreements at every tier.

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. The contractor agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA funds required under FTA regulations, “Requirements for Energy Assessments,” 49 CFR part 622, subpart C.

9. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251 - 1377

Applicability to Contracts: The Clean Water requirements apply to each contract and subcontract which exceeds \$150,000.

Flow down Requirements: The Clean Water Act requirements flow down to UTA third party contractors and their contracts at every tier, and sub-recipients and their sub-agreements at every tier.

Clean Water - (a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Water Act, as amended, 33 U.S.C. 1251 – 1377 et seq.

(b) The contractor agrees to report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office in compliance with the notice of violating facility provisions in section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368

(c) The contractor agrees to protect underground sources of drinking water in compliance with the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f – 300j-6.

(d) The contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

10. BUS TESTING

49 U.S.C. 5318(e)

49 U.S.C. 5323(c)

49 CFR Part 665

Applicability to Contracts: The Bus Testing requirements pertain only to the acquisition of Rolling Stock/Turnkey.

Flow down Requirements: The Bus Testing requirements should not flow down, except to the turnkey contractor as stated in the most current FTA Master Agreement.

Bus Testing - The Contractor [Manufacturer] agrees to comply with 49 U.S.C. 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

- a) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
- b) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- c) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- d) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988 and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

11. PRE-AWARD AND POST-DELIVERY AUDITS REQUIREMENTS

49 U.S.C. 5323

49 C.F.R. 661.12

49 CFR Part 663

Applicability to Contracts: These requirements apply only to the acquisition of Rolling Stock/Turnkey. **Flow down Requirements:** These requirements should not flow down, except to the turnkey contractor as stated in Master Agreement

- Buy America certification is mandated under FTA regulation, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. 663.13.

A Buy America certification under this part shall be issued in addition to any certification which may be required by part 661 of this title. Nothing in this part precludes FTA from conducting a Buy

America investigation under part 661 of this title “**Pre-Award and Post-Delivery Audit Requirements**” - The Contractor agrees to comply with "Buy America Requirements--Surface Transportation Assistance Act of 1982, as amended," 49 C.F.R. 661.12, but has been modified to include FTA's Buy America requirements codified at 49 U.S.C. A 5323(j).

Pre-Award and Post-Delivery Audit Requirements - The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

- (1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Firm certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; 2) The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- (2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.
- (3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit a) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or b) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

12. LOBBYING

31 U.S.C. 1352

49 CFR Part 19

49 CFR Part 20

Applicability to Contracts: The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

Flow Down Requirements the Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not taken any action involving the Project or the Underlying Agreement for the Project, including any award, extension, or modification. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf

with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to UTA.

13. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325

18 CFR 18.36(i)

49 CFR 633.17

Applicability to Contracts: Reference Chart "Requirements for Access to Records and Reports by Type of Contracts", Item 6 of this Section.

Flow down Requirements FTA does not require the inclusion of these requirements in subcontracts.

Access to Records - The following access to records requirements apply to this Contract:

- (1) The Contractor agrees to provide UTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Consultant's

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
<u>Non-State Grantees</u>	Yes ¹		Yes	Yes	Yes	Yes
a. Contracts below SAT (\$250,000)	Yes ¹	Those imposed on nonstate Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
b. Contracts above \$250,000/ Capital Projects						

records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

- (2) Where UTA or a sub-grantee of UTA in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a) 1) through other than competitive bidding, the Contractor shall make available records related to the contract to UTA, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- (3) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (4) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of 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 Contractor agrees to maintain same until UTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).
- (5) FTA does not require the inclusion of these requirements in subcontracts.
- (6) Requirements for Access to Records and Reports by Types of Contract Sources of Authority: ¹ 18 CFR 18.36 (i)

14. FEDERAL CHANGES

49 CFR Part 18

Applicability to Contracts: The Federal Changes requirement applies to all contracts.

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

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 UTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

15. BONDING REQUIREMENTS

This section applies only to construction or facility improvement contracts exceeding \$100,000.

16. CLEAN AIR

42 U.S.C. 7401 – 7601(q)

40 CFR 15.61

49 CFR Part 18

Applicability to Contracts: The Clean Air requirements apply to all contracts exceeding \$150,000, including indefinite quantities where the amount is expected to exceed \$150,000 in any year.

Flow down Requirements: The Clean Air requirements flow down to all subcontracts which exceed \$150,000.

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7601(q) *et seq.* The Contractor agrees to report each violation to UTA and understands and agrees that UTA, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

17. RECYCLED PRODUCTS

42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873

Applicability to Contracts: The Recycled Products requirements apply to all contracts for items designated by the EPA, when the Contractor procures \$10,000 or more of one (1) of these items during the fiscal year or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds.

Flow down Requirements: These requirements flow down to all contractor and sub-contractor tiers.

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. The contractor agrees to comply with the U.S. Environmental Protection Agency (US EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR part 247.

18. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

49 U.S.C. 5333
40 U.S.C. 3141 – 3144
40 U.S.C. 3146 – 3147
18 U.S.C. 874
40 U.S.C. 3145

Applicability to Contracts: The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, *et seq.* and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i) (5). **The Acts apply to any construction contract over \$2,000.** 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating." 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (see 29 FR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

Flow down Requirements: Applies to third party contractors and sub-contractors

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than Monthly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one (1) classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its sub-contractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) Except with respect to helpers as defined as 29 CFR 5.2(n) (4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- (4) With respect to helpers as defined in 29 CFR 5.2(n) (4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The

Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and shall advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

(C) In the event the consultant, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and shall advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the consultant, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(v)(A) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

(C) In the event the consultant, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with thirty (30) days of receipt and shall advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - UTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime consultant, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any sub-contractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, UTA may, after written notice to the consultant, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to UTA for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained

under section 5.5(a) (3) (i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all sub-contractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or sub-contractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section

5.5(a) (3) (i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or sub-contractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or sub-contractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or sub-contractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the consultant, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be

eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Consultant's or Sub-consultant's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract. Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(6) Subcontracts - The contractor or sub-contractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier sub-contractor with all the contract clauses in 29 CFR 5.5. **(7) Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a sub-contractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or Contractor who has an interest in the consultant's Contractor is a person or Contractor ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or Contractor ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by §5.5(a) or §4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at

a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any sub-contractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and sub-contractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or sub-contractor under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or sub-contractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in §5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or sub-contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or sub-contractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or sub-contractor will permit such representatives to interview employees during working hours on the job.

(The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:

OMB Control Number
 (a)(1)(ii)(B) 1215-0140
 (a)(1)(ii)(C) 1215-0140
 (a)(1)(iv) 1215-0140
 (a)(3)(i) 1215-0140,
 1215-0017
 (a)(3)(ii)(A) 1215-0149
 (c) 1215-0140,
 1215-0017

[48 FR 19540, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 55 FR 50150, Dec. 4, 1990; 57 FR 28776, June 26, 1992; 58 FR 58955, Nov. 5, 1993; 61 FR 40716, Aug. 5, 1996; 65 FR 69693, Nov. 20, 2000; 73 FR 77511, Dec. 19, 2008]

Effective Date Note: At 58 FR 58955, Nov. 5, 1993, §5.5 was amended by suspending paragraph (a)(1)(ii) indefinitely.

19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

29 CFR Part 5 40
U.S.C. 3701 et
seq.
40 U.S.C. 3702

Applicability to Contracts: The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, *et seq.* The Act applies to grantee contracts and subcontracts “financed at least in part by loans or grants from ... the [Federal] Government.” 40 USC 3701(b) (1) (B) (iii) and (b) (2), 29 CFR 5.2(h), 49 CFR 18.36(i) (6).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ “laborers or mechanics on a public work” with a value greater than \$100,000. These no construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed “commercial items.” 40 USC 3707, 41 USC 403 (12) **Flow down Requirements:** Applies to third party contractors and sub-contractors.

(1) **Overtime requirements** - No contractor or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any sub-contractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and sub-contractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek

of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - UTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or sub-contractor under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The Contractor or sub-contractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in paragraphs (1) through (4) of this section.

20. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts: Applicable to all contracts.

Flow down Requirements: This concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

No Obligation by the Federal Government.

(1) UTA and the 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 UTA, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the sub-contractor who will be subject to its provisions.

21. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.

49 CFR Part 31

18 U.S.C. 1001

49 U.S.C. 5307

Applicability to Contracts: These requirements are applicable to all contracts.

Flow down Requirements: These requirements flow down to contractors and sub-contractors who make, present, or submit covered claims and statements.

A. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

(1) 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 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.

(2) 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. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Consultant, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two (2) 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 sub-contractor who will be subject to the provisions.

22. TERMINATION

49 CFR Part 18 FTA Circular 4220.1F

Applicability to Contracts: These requirements are applicable to all contracts over \$100,000.

Flow down Requirements: These requirements flow down to contractors and sub-contractors over \$100,000.

Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government'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 (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b. 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 (Recipient) may terminate this contract for default. Termination shall be affected by serving a notice of termination on the contractor setting forth the

manner in which the Contractor is in default. The contractor will only be paid 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 (Recipient) 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 (Recipient), 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.

c. Opportunity to Cure (General Provision) The (Recipient) 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 (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) 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 (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. 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 provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient 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 Recipient 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 Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor 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 the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

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 the Recipient.

23. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

49 CFR 18

2 CFR 1200

2 CFR 180

Executive Orders 12549 and 12689

Background and Applicability: In addition to the contracts covered under 2 CFR 180.220(b) of the OMB guidance, this part applies to any contract, regardless of tier, that is awarded by a consultant, subconsultant, supplier, Consultant, or its agent or representative in any transaction, if the contract is to be funded or provided by the Department of Transportation under a covered non-procurement transaction and the amount of the contract is expected to equal or exceed \$25,000. This extends the coverage of the Department of Transportation non-procurement suspension and debarment requirements to all lower tiers of subcontracts under covered non-procurement transactions, as permitted under the OMB guidance at 2 CFR 180.220(c) (see optional lower-tier coverage in the figure in the appendix to 2 CFR part 180). This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

These provisions apply to all UTA contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for federally required auditing services. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, contractors, and sub-contractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System (EPLS), (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. Grantees, contractors, and sub-contractors who enter into covered transactions also must require the entities they contract with to comply 2 CFR 180 and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Flow down Requirements: These requirements flow down to contractors and sub-contractors at all levels.

Suspension and Debarment: This contract is a covered transaction for purposes of 49 CFR Part 18. As such, the contractor is required to verify that none of the consultant, its principals, are excluded or disqualified as defined under Executive Orders Nos. 12549 and 12689.

The contractor is required to comply with 2 CFR 1200 and must include the requirement to comply with 2 CFR 1200, Subpart C in any lower tier covered transaction it enters into.

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

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

24. PRIVACY ACT

5 U.S.C. 552

Applicability to Contracts: When UTA 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.

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

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.

25. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000

42 U.S.C. § 6102, 42 U.S.C. § 12112

**42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.**

1. The Contractor will be required to comply with these applicable civil rights, nondiscrimination, and equal employment opportunity laws and regulations:
 - i. 49 CFR Part 21, 49 CFR Part 25, 49 CFR Part 26, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, 20 U.S.C. §§ 1681 – 1683 and 1685 – 1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, et seq., 42 U.S.C. § 290dd – 290dd-2, 42 U.S.C. § 2000d, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6101 – 6107, 42 U.S.C. § 12101, et seq., 42 U.S.C. § 12132, 49 U.S.C. § 5307 (c)(1)(D)(ii), 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Part 60, 29 U.S.C. § 623, 42 U.S.C. § 2000e, 42 U.S.C. § 12112, 49 U.S.C. § 5325 (k). Fixing America’s Surface Transportation (FAST) Act, Public Law No: 114-94, as may be amended.
2. The Civil Rights requirements flow down to all third-party sub-contractors and their subcontracts at every tier.
3. The following requirements apply to a contract awarded as a result of this solicitation:
 - i. Nondiscrimination - In accordance with U.S. Department of Transportation (DOT) regulations at 49 CFR Part 21, 49 CFR Part 25, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, the Rehabilitation Act of 1973, as amended, 20 U.S.C. §§ 1681 – 1683 and 1685 – 1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 290dd – 290dd-2, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6102, 42 U.S.C. § 6101 – 6107, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, 42 U.S.C. § 12132, Federal transit law 49 U.S.C. § 5307 (c)(1)(D)(ii), Federal transit law 49 U.S.C. § 5332, FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients.”, DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations, Executive Order No. 13166 and DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (70 FR 74087, Dec. 14, 2005), the Contractor agrees that it will comply with the identified Federal laws and regulations, pertaining to UTA programs and activities, to ensure that no person will be denied the benefits of, or otherwise be subjected to, discrimination (particularly in the level and quality of transportation services and transportation-related benefits) on the bases of race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, gender expression, age, marital status, genetic information, medical condition, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations, other implementing requirements that DOT or FTA may issue, and any other applicable Federal and State of Utah statutes and/or regulations that may be signed into law or promulgated.
 - ii. Equal Employment Opportunity - The following equal employment opportunity requirements apply to a contract awarded as a result of this solicitation:
 - a) Race, Color, Ancestry, Marital Status, Medical Condition, Genetic Information, Religion, National Origin, Sex, Sexual Orientation, Gender Identity, Gender Expression - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, 49 U.S.C. § 5332, FTA Circular 4704.1, “Equal Employment Program Guidelines for Grant

Recipients”, and , the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, including "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60, et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), Fair Employment and Housing Act, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect Bidder agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, ancestry, religion, marital status, medical condition, genetic information, national origin, sex, sexual orientation, gender identity, gender expression, or age. Such action shall include, but not be limited to, the following: employment, upgrading, 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 that DOT, or FTA may issue, and any other applicable Federal statutes that may be signed into law or Federal regulations that may be promulgated.

- b) Sex – The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1975, as amended, 20 U.S.C. § 1681, and 49 CFR part 25. In addition, the Contractor agrees to comply with any implementing requirements that DOT, or FTA may issue.
 - c) Age - The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, 45 CFR part 90, the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, and Equal Employment Opportunity Commission (EEOC) implementing regulations 29 CFR part 1625. In addition, the Contractor agrees to comply with any implementing requirements that DOT, or FTA may issue.
 - d) Disabilities - The Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794(d), 36 CFR part 1194, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101, 49 CFR parts 27, 37, 38, and 39, and FTA Circular 4710.1, “Americans with Disabilities Act: Guidance”. In addition, the Contractor agrees to comply with any implementing requirements that DOT, or FTA may issue.
4. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

26. ADA ACCESS REQUIREMENTS

49 U.S.C. § 5301, 29 U.S.C. § 794, 42 U.S.C. § 12101

Applicability to Contracts: The 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.

27. BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18

FTA Circular 4220.1F

Applicability to Contracts: All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down Requirements: The Breaches and Dispute Resolutions requirements flow down to all tiers.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of UTA. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the UTA. 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 UTA shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by UTA, 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 his employees, agents or others for whose acts he 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 AUTHORITY and the CONTRACTOR arising out of or relating to this agreement or its breach will be decided by mediation under the auspices of a JAMS mediator. (<https://www.jamsadr.com>). If JAMS mediation is unsuccessful in resolving the dispute, either party may bring the matter to a court of competent jurisdiction within the State of Utah.

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 AUTHORITY 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.

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 UTA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

28. PATENT AND RIGHTS IN DATA

37 CFR Part 401 49 CFR Parts 18 and 19

Applicability to Contracts: Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual.

Flow down Requirements: The Patent and Rights in Data requirements apply to all contractors and their contracts at every tier.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, UTA or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may UTA or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government 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.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, 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

in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "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.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by UTA or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, UTA and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added 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 that 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 the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for UTA or Consultant's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, UTA and the Contractor agree 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 UTA or 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. Neither UTA nor 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.

(e) 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.

(f) Data developed by UTA or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that UTA or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, 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 provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Consultant's status (i.e., a large business, small business, state government or state

instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), UTA and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in

U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Contractors under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, UTA and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Consultant's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), UTA and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Contractors Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

29. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

49 U.S.C. § 5310, § 5311, and § 5333

29 CFR Part 215

Applicability to Contracts: The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

Flow down Requirements: These provisions are applicable to all contracts and subcontracts at every tier.

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract

and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to UTA's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

30. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Section 1101(b) of MAP-21 (23 U.S.C. § 101 note)

1. UTA encourages DBE participation in this solicitation. In order to qualify as a DBE, a Contractor, or a Contractor's sub-contractor, must be certified as a DBE under 49 CFR Part 26. As a recipient of Federal funds, UTA must comply, and ensure that it's Contractor(s) comply with 49 CFR Part 26 and Section 1101(b) of the Fixing America's Surface Transportation Act (FAST Act).
2. DBE Requirements/DBE Obligation:
 - i. The Contract to be awarded may be funded in part by the U.S. Department of Transportation (DOT) FTA. As a condition of financial assistance agreements between UTA and the U.S. DOT, UTA has established a DBE Program and overall triennial DBE goal in accordance with Title 49

CFR, Part 26. ii. The Contract to be awarded may be funded in part by the U.S. DOT FTA. As a condition of financial assistance agreements between UTA and the U.S. DOT, UTA has established a DBE Program and overall triennial DBE goal in accordance with Title 49 CFR, Part 26.

- iii. Pursuant to Race-Neutral DBE policy directive issued by the U.S. DOT, UTA will strictly utilize race-neutral measures to meet its overall DBE goals and objectives. Contractors are encouraged to afford small businesses, including DBEs, an equitable opportunity to compete for and perform on a contract resulting from this solicitation.
- iv. The Contractor, and any of its sub-contractors, are to ensure that DBE as defined in 49 CFR Part 26 have equal opportunities to participate in the performance of UTA contracts. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the equal opportunities to compete for and are awarded contracts. The Contractor 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 CFR Part 26 in the award and administration of this U.S. DOT-assisted contract. Each subcontract the Contractor signs with a sub-contractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- v. 1101(b) of the FAST Act extends the Federal statutory requirement that FTA make available at least 10 percent (10%) of its funding under that Act for contracts with small business concerns owned and controlled by socially and economically disadvantaged people. UTA and subrecipients (Contractor and its sub-contractors) of FTA-funding assists FTA in meeting this national goal. To receive FTA assistance, UTA and sub-recipients (Contractor and its sub-contractors) of FTA funding must comply with applicable requirements of DOT regulations 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs".

3. DBE Financial Institutions

- i. The Contractor is to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage sub-contractors to make use of these institutions also.
- ii. A list of Minority Owned Banks is on the Federal Reserve website at <http://federalreserve.gov/releases/mob/current/default.htm>. The Federal Reserve website is updated periodically.
- iii. The Contractor is encouraged to use the services offered by banks in the community which are owned and controlled by minorities or women when feasible and beneficial.

4. DBE Reporting and Certification

- i. Monthly reporting requires the submittal of a "Monthly Sub-contractor Payment Report", which is used by UTA to verify payments to DBE and non-DBE sub-contractors. When completing this form, the Contractor must designate DBE sub-contractors by placing an asterisk in front of their name. As Federal law requires that UTA have proof of payment to a DBE sub-contractor, the subcontractor must initial the form and verify payment received.

Failure to submit a properly executed form will result in delayed payment. Failure to submit these reports in a timely manner may result in a penalty of \$10 per day, per report.

- ii. In order for the Contractor to submit a properly executed "Monthly Sub-contractor Payment Report," the Contractor must verify that Sub-contractors DBE certification is current at time of payment.
- iii. Certified Contractors can be found at the UTAH UNIFIED CERTIFICATION PROGRAM (UUCP) DISADVANTAGED BUSINESS ENTERPRISE (dbe) DIRECTORY:
<https://drive.google.com/file/d/1r6n4o9F14jFEqtlNICrFxrfiAs9948ho/view>

5. DBE Contract Assurance (49 CFR 26.13)

- i. UTA does not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. UTA takes all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT assisted contracts. UTA's DBE Program as required by 49 CFR Part 26 and as approved by U.S. DOT will be incorporated by reference into the contract resulting from this solicitation.
- ii. The Contractor 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 CFR 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 Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
 - a. Withholding monthly progress payments;
 - b. Assessing sanctions;
 - c. Liquidated damages; and/or
 - d. Disqualifying the Contractor from future bidding as non-responsible.

6. DBE Prompt Payment (49 CFR 26.29)

- i. Not later than ten (10) days after receipt of each progress payment from UTA, the successful Offeror shall pay to any sub-Contractor performing any work, the respective amounts allowed to

the successful Offeror for work performed by the sub-Contractor, to the extent of each subcontractor's interest therein, unless otherwise agreed to in writing. In addition, for projects that invoice only at the completion of the project, within seven (7) days of the successful Offerors receipt of released retention from UTA upon completion of the project the successful Offeror shall pay each of its sub-Contractors from whom retention has been withheld, each sub-Contractors share of the retention received. For projects that issue progress payment invoices, upon incremental acceptance of any portion of the work by UTA, the successful Offeror shall pay each of its sub-Contractors from whom retention has been withheld, each subcontractor shares of the retention received.

- ii. Failure to comply with these provisions or delay in payment without prior written approval from UTA will constitute noncompliance, which will result in appropriate administrative

sanctions, including, but not limited to a penalty of 2% of the amount due per month for every month that payment is not made.

31. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS FTA

Circular 4220.1F

Applicability to Contracts: The incorporation of FTA terms applies to all contracts and subcontracts at every tier.

Flow Down Requirements The incorporation of FTA terms has unlimited flow down.

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 the most current FTA Circular 4220, 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 UTA requests which would cause UTA to be in violation of the FTA terms and conditions.

32. DRUG AND ALCOHOL TESTING

49 U.S.C. §5331

49 CFR Part 655

49 CFR Part 382

Applicability to Contracts: The Drug and Alcohol testing provisions apply to Operational Service Contracts.

Flow down Requirements: Anyone who performs a safety-sensitive function for the recipient or subrecipient is required to comply with 49 CFR 655 as amended by MAP-21, with certain exceptions for contracts involving maintenance services. Maintenance Contractors for non-urbanized area formula program grantees are not subject to the rules. Also, the rules do not apply to maintenance sub-contractors. **Drug and Alcohol Testing:** The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The contractor agrees further to certify annually its compliance with Part 655 before June 30 and to submit the Management Information System (MIS) reports before January 15 to UTA. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

33. TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATIONS

49 CFR Part 26

49 CFR §26.49 Contractor must submit to UTA a certification from each transit vehicle manufactures those desires to bid or propose upon a DOT-assisted transit vehicle procurement that it has complied with the requirements of 49 CFR §26.49. UTA may, however, with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of complying through the overall goalsetting procedures.

34. METRIC REQUIREMENTS

15 U.S.C. §§205

2007-Pub. L. 110–69

As required by U.S. DOT or FTA, UTA agrees to use the metric system of measurement in its Project activities, pursuant to the Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. §§ 205a *et seq.*; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. § 205a note; and other U.S. DOT or FTA regulations, guidelines, and policies. To the extent practicable and feasible, the UTA agrees to accept products and services with dimensions expressed in the metric system of measurement.

35. 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.

36. CORRIDOR PRESERVATION

49 U.S.C. 5323(q)

The Recipient agrees not to develop right-of way acquired under 49 U.S.C. § 5323(q), as amended by MAP-21, in anticipation of its Project until all required environmental reviews for that Project have been completed.

37. VETERANS EMPLOYMENT

49 U.S.C. 5325 (k)

Veterans Employment. As provided by 49 U.S.C. § 5325(k):

- a. To the extent practicable, Contractor agrees that it:

1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third-party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and
 2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and
- b. Contractor also assures that its sub-contractor will:
1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third-party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and
 2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

38. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

In accordance with 2 CFR 200.216, contractor and its subcontractors are prohibited from expending funds under this contract for the procurement of equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

“Covered telecommunications equipment or services” is telecommunications or video surveillance equipment or services produced by:

- a. Huawei Technologies Company
- b. ZTE Corporation
- c. Hytera Communications Corporation
- d. Hangzhou Hikvision Digital Technology Company
- e. Dahua Technology Company
- f. Any subsidiary of the above listed entities.

39. NOTIFICATION TO FTA AND DOT

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify UTA so that UTA may promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Contractor or Recipient is located. The Contractor must include a similar notification requirement in subcontracts 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 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) The Contractor must promptly notice UTA and UTA must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region 8, 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 contractor or 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, bribery, gratuity, or similar misconduct. 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.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/8/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Viola Miller, Chief Financial Officer
Tracy Young, Grants Director

TITLE:

Contract: Federal Grant Compliance Management Services (Bailey White Solutions, LLC)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute the contract and associated disbursements with Bailey White Solutions, LLC in the not-to-exceed amount of \$390,000 for Grants Compliance Management for a term of three years.

BACKGROUND:

The Federal Grant Compliance Management contractor will provide support to the Grants department and all UTA staff who manage, administer, and support federally funded programs, projects, and assets. The support will be provided through one on one and ongoing monthly education training sessions. As requested, the contractor will provide technical support as UTA develops policies, processes, procedures, and mechanisms. This will ensure that UTA staff are setting priorities and making timely decisions as required to meet Federal, State, and local requirements for implementation of federally funded projects.

DISCUSSION:

Compliance to the regulations of the federal funding UTA receives is complex and sometimes confusing. Federal regulations are often seen as open to interpretation and difficult to implement. The purpose of this contract is to provide up-to-date regulatory information, federal compliance best practices, and to assist UTA with being successful with any and all audits, federal reviews, and oversight we may receive. Staff is requesting approval of the 3-year base term of the contract and will return for board approval if UTA wishes to exercise the two option years outlined in the contract.

CONTRACT SUMMARY:

Contractor Name:	Bailey White Solutions, LLC
Contract Number:	24-03821CG
Base Contract Effective Dates:	May 8, 2024 thru March 14, 2027
Extended Contract Dates:	NA
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Contract Value:	Not-to-Exceed \$390,000
Procurement Method:	RFQu
Budget Authority:	Approved 2024 Operating Budget

ALTERNATIVES:

Without Grants Compliance Support UTA staff may be inconsistent with federal regulation compliance and timeliness of responding to current and future federal requirements.

FISCAL IMPACT:

The 2024 approved budget includes \$86,667 for the Compliance Consultant agreement. Projected funding requests for 2025 and 2026 will be \$130,000 per year and 2027 will be a projection of \$43,333. The total 3-year Compliance Consultant Agreement is an estimated \$390,000. If the option to renew the agreement for two further years is executed, we will return to the Board for approval. All funds will come from the Contract Services operating expense line item 5400.50353.92 in the Grants Department yearly budget.

2024 Budget Total \$86,667

2025 Budget Request \$130,000

2026 Budget Request \$130,000

2027 Budget Request \$43,333

Expected 3-year Compliance Consultant Agreement spend: \$390,000

ATTACHMENTS:

1. Contract 24-03821CG

PROFESSIONAL SERVICES AGREEMENT

UTA CONTRACT # 24-03821CG Federal Grant Compliance Management Services

This Professional Services Agreement is entered into and made effective as of the date of last signature below (the “Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and Bailey White Solutions, LLC (“Consultant”).

RECITALS

WHEREAS, UTA desires to hire professional services for Federal Grant Compliance Management Services.

WHEREAS, On January 18, 2024, UTA issued Request for Qualifications Package Number 24-03821CG (“RFQu”) encouraging interested parties to submit proposals to perform the services described in the RFQu.

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

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

AGREEMENT

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

1. SERVICES TO BE PROVIDED

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

2. **MANAGEMENT OF WORK**

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

3. **PROGRESS OF WORK**

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

4. **PERIOD OF PERFORMANCE**

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for an initial three-year period expiring March 14, 2027. UTA may, at its sole election and in its sole discretion, extend the initial term for up to two additional one-year option periods, for a total Contract period not to exceed five (5) years. Extension options may be exercised by UTA upon providing Consultant with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). This Contract may be further extended if the Consultant and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

5. **COMPENSATION**

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

6. **INCORPORATED DOCUMENTS**

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

7. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

1. UTA Contract including all attachments

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

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

8. **CHANGES**

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

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

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

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

- d. As soon as practicable, but in no event longer than 30 days after providing notice, Consultant must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Consultant's entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 23 of this Contract.

9. **INVOICING PROCEDURES**

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

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

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

The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's Consultants, agent, officers, directors, employees, joint owners, and affiliates.

11. **USE OF SUB-CONSULTANT S**

- a. Consultant shall give advance written notification to UTA of any proposed subcontract

(not indicated in Consultant's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all sub-Consultants, such approval not to be withheld unreasonably.

- b. No subsequent change, removal or substitution shall be made with respect to any such sub-consultant without the prior written approval of UTA.
- c. Consultant shall be solely responsible for making payments to sub-consultants, and such payments shall be made within thirty (30) days after Consultant receives corresponding payments from UTA.
- d. Consultant shall be responsible for and direct all Work performed by sub-consultants.
- e. Consultant agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Consultant further agrees that all subcontracts shall comply with all applicable laws.

12. **KEY PERSONNEL**

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

Diane White

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

13. **SUSPENSION OF WORK**

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

14. **TERMINATION**

a. **FOR CONVENIENCE:**

UTA shall have the right to terminate the Contract at any time by providing written

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

b. **FOR DEFAULT:**

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

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

CONSULTANT'S POST TERMINATION OBLIGATIONS:

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

15. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

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

Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Consultant agrees that it shall flow-down (as a matter of written contract) these records requirements to all sub-consultants utilized in the performance of the Work at any tier.

16. FINDINGS CONFIDENTIAL

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

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

17. PUBLIC INFORMATION.

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

18. GENERAL INDEMNIFICATION

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

19. INSURANCE REQUIREMENTS

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

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

1. Commercial General Liability – Occurrence Form

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

- General Aggregate \$4,000,000
 - Products – Completed Operations Aggregate \$1,000,000
 - Personal and Advertising Injury \$1,000,000
 - Each Occurrence \$2,000,000
- a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant ".

2. Automobile Liability

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

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

3. Worker's Compensation and Employers' Liability

- | | |
|-------------------------|-----------|
| Workers' Compensation | Statutory |
| Employers' Liability | |
| Each Accident | \$100,000 |
| Disease – Each Employee | \$100,000 |
| Disease – Policy Limit | \$500,000 |
- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
- b. This requirement shall not apply when a Consultant or sub-consultant is exempt under UCA, AND when such Consultant or sub-consultant executes the appropriate waiver form.

4. Professional Liability (Errors and Omissions Liability)

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

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

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

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

1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the Consultant's assessment of the exposure for this contract; for their own protection and the protection of UTA.
2. The Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Consultant and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Consultant's insurance shall be primary with respect to any insurance carried by UTA. Consultant will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.

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

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

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

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

All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at utahta@ebix.com. The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies

required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

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

20. **OTHER INDEMNITIES**

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

21. **INDEPENDENT CONSULTANT**

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

22. **PROHIBITED INTEREST**

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

23. **CLAIMS/DISPUTE RESOLUTION**

- a. "Claim" means any disputes between UTA and the Consultant arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 8. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.
- b. Unless otherwise directed by UTA in writing, Consultant shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.
- c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.
- d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

Level of Authority	Time Limit
UTA's Project Manager/Consultant's Project Manager	Five calendar days
UTA's [SECOND LEVEL]/Consultant's [SECOND LEVEL]	Five calendar days
UTA's [THIRD LEVEL]/Consultant's [THIRD LEVEL]	Five calendar days

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

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

24. **GOVERNING LAW**

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

25. **ASSIGNMENT OF CONTRACT**

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

26. **NONWAIVER**

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

27. **NOTICES OR DEMANDS**

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

If to UTA:

Utah Transit Authority

ATTN:Chad Gonzales

669 West 200 South

Salt Lake City, UT 84101

with a required copy to:

Utah Transit Authority

ATTN: Legal Counsel

669 West 200 South

Salt Lake City, UT 84101

If to Consultant :

239 Melrose Drive

Gilbertsville, PA 19525

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

28. **CONTRACT ADMINISTRATOR**

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

29. **INSURANCE COVERAGE REQUIREMENTS FOR CONSULTANT EMPLOYEES AND SUB-CONSULTANTS UNDER DESIGN AND CONSTRUCTION CONTRACTS**

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

30. **COSTS AND ATTORNEYS FEES**

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

31. **NO THIRD-PARTY BENEFICIARY**

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

32. **FORCE MAJEURE**

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

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

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

34. **TRAVEL COSTS**

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

35. **SEVERABILITY**

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

36. ENTIRE AGREEMENT

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

37. REVOLVING DOOR RESTRICTIONS

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

38. AMENDMENTS

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

39. COUNTERPARTS

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

40. SURVIVAL

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

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

UTAH TRANSIT AUTHORITY:

By _____

By _____

DocuSigned by:
Mike Bell
By _____
70E33A415BA44F6...

UTA Legal Counsel

CONSULTANT :

DocuSigned by:
Diane White 3/28/2024
By _____
E3396A9B5870444...
Name Diane white
Title Managing Principal

By _____
Name _____
Title _____

Contract Management/Administration

The Consultant will report to UTA's Grants Director. The Consultant will lead or provide assistance with overall grant compliance management, continual coordination with UTA, monthly progress reports, and invoicing. This effort will include the following elements:

- ☐ Prepare monthly invoices that include progress reports describing the Consultant services provided each month per UTA requirements. As part of the monthly progress report, the Consultant will provide the UTA Grants Director with an estimate of the up-coming month expenditures.
- ☐ Establish and track performance metrics.
- ☐ Use modern recordkeeping methods, which can readily be integrated with existing enterprise-wide platforms at UTA.
- ☐ Other duties associated with leading the Grants team effort.

No work under this Program Management contract is guaranteed. All requests will be issued through work authorizations at the sole discretion of UTA.

Grant Program Education and Technical Support

The Consultant's team will assist with advancing an overall agency Grant Compliance Program.

The Consultant will engage in the following tasks to ensure the successful delivery of the Compliance Plan:

- ☐ Education support to include monthly virtual training sessions to provide ongoing education to UTA staff who manage, administer, and support federally funded programs, projects and assets. The meetings will also provide the opportunity for staff to ask questions, clarify UTA's understanding of federal requirements and identify compliance gaps. The monthly federal compliance training will be based on the FTA Comprehensive Review Contractor Manual and other resources as applicable i.e. 2 CFR Part 200 Uniform guidance and best practice documentation. Education support will also include providing one on one federal compliance education for new staff that are managing federally funded programs and projects as needed.
- ☐ Technical support as UTA develops needed procedures, mechanisms, and processes to ensure that UTA managers and staff are setting priorities and making timely decisions as required to meet Federal, State, and local requirements for implementation and funding of projects.
 - The scope will include review of proposed policies, processes, and procedures for adherence to the applicable federal regulations.
 - Onsite spot reviews to ensure that UTA staff are implementing identified and approved policies, procedures and processes. The onsite reviews will be bi-annually for 5 days per visit. Proposed consultant costs will include travel expenses.
 - The Consultant will provide ongoing support to the Grants

Department for federal compliance questions.

- The Consultant will provide timely updates/information with a succinct summary of changes to the Grants Director for new and updated regulations that may have impacts to UTA programs, project, policies, procedures and processes.

Project Schedule Updates

The consultant is to bring best compliance management practices and other efficiencies which could be utilized by UTA and Project Managers. The Consultant will regularly monitor and update progress on the scope of work.

Quality Assurance and Consultant Performance Evaluation

All work will be performed and completed to the satisfaction and acceptance of UTA. The consultant will abide by all applicable professional standards, local codes, manufacturer recommendations, and safe work practices to complete the described work in this Scope of Services.

The Consultant will be subject to periodic performance evaluations throughout contract term. UTA will use a designated consultant evaluation scorecard to identify any performance gaps and/or monitor quality of services provided by the Consultant and any associated sub-consultants.

Services

In addition to the Core Services outlined in this Scope of Services, the Consultant may be asked to provide professional consulting services on an “as-needed” basis. At the written direction of UTA, the Consultant will meet short-term requirements in excess of core services specified in this Scope of Services. Task Orders may include technical services provided on an hourly basis or specific projects with short-term deliverables.

The following is a list of anticipated additional services that the Consultant could be called upon to perform at some point during this Grant Compliance Management contract on a limited or short-term basis either in a lead or support role:

- ☐ Agency policy and planning development that is dependent upon support and information from this Consultant
- ☐ Plans and documents to meet specific program needs
- ☐ Coordination with Federal, State, and local entities and Agencies
- ☐ Other areas for services deemed appropriate and needed by UTA, which are consistent with this procurement



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/8/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Dave Hancock, Chief Capital Services Officer
PRESENTER(S): David Osborn, Project Manager III

TITLE:

Contract: Cooperative Agreement for South Jordan Downtown 110000th South TRAX Platform (UDOT and South Jordan City)

AGENDA ITEM TYPE:

Non-Procurement Agreement

RECOMMENDATION:

Approve and authorize the Executive Director to execute a cooperative agreement with the Utah Department of Transportation (UDOT) and South Jordan City to transfer Transit Transportation Investment Funds (TTIF) and matching funds in the amount of \$6 million to UTA for construction of a new TRAX platform in South Jordan.

BACKGROUND:

The original plan and agreements for the Mid-Jordan Trax line indicated that there would be an additional TRAX platform constructed in the South Jordan area to support population growth and development when it occurred.

New development is rapidly occurring in this area. South Jordan City approached UTA in 2023 to request a new station to support the ongoing growth in the area. South Jordan City has secured TTIF funding and the necessary match from the Utah State Legislature and Salt Lake County to fund the project.

The agreement is for a 2-year period. UTA will endeavor to have the platform ready for service prior to April 15, 2025.

DISCUSSION:

This agreement is to transfer the funding South Jordan has obtained for the project to UTA for the design and construction of the new platform.

CONTRACT SUMMARY:

Contractor Name:	Utah Department of Transportation and South Jordan City
Contract Number:	24-00349
Base Contract Effective Dates:	May 8, 2024-May 8, 2026
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$6,000,000
Procurement Method:	N/A
Budget Authority:	Approved 2024 Capital Budget

ALTERNATIVES:

Do not accept the funding and do not construct the new platform.

FISCAL IMPACT:

Funding for this effort is included in project MSP 300 for 2024 and 2025. The plan includes \$4,500,000 for 2024 and \$1,500,000 for 2025, which is the TTIF and match funding this agreement describes.

ATTACHMENTS:

Agreement

TRANSIT TRANSPORTATION INVESTMENT PROGRAM FUNDS (TTIF) COOPERATIVE AGREEMENT

This Transit Transportation Investment Program Funds ("TIFF") Cooperative Agreement ("Agreement") is entered into between the Utah Department of Transportation ("UDOT"), South Jordan City ("City"), Salt Lake County ("County") and the Utah Transit Authority ("UTA").

RECITALS

WHEREAS, the Utah State Legislature appropriated money for the TTIF Program ("Program") pursuant to Utah Code Section 72-2-124, and Program funds must be administered by UDOT when a scope of work has been approved by the Utah Transportation Commission pursuant to Utah Code 72-2-124 and 72-1-304; and

WHEREAS, the City requested the project that is described in this Agreement (the "Project"), and the City and County have committed a local match amount as required by Utah Code Section 72-2-124, and the funding was approved pursuant to the Utah Transportation Commission Policy UTC 01-01 on February 9th, 2024;

WHEREAS, UTA will have the sole responsibility to design and construct the Project with funding provided by the other Parties to this Agreement;

WHEREAS, Salt Lake County has committed to contribute a local match in the amount of \$750,000, which will be paid to UDOT, and which commitment has been set forth in a separate interlocal cooperative agreement between UDOT and Salt Lake County.

Whereas, time is of the essence, UTA shall make its best efforts to complete the Project by April 15, 2025.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals (which are incorporated into this Agreement by this reference), the mutual covenants and agreements hereafter set forth, the mutual benefits to the Parties to be derived, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

1. Objective and Scope of Work. This Agreement is entered to govern Program funding for the Project, which is further described as follows:



Project #: S-LC35(337)
 UDOT PIN: 21773
 UDOT CONTRACT #:
 UDOT TRACKING #:

Project Description: Design, construction and project administration of a new TRAX Station on the TRAX Red Line in South Jordan. The new station will be located at about 11012 S Grandville Ave in South Jordan, Utah. UTA will use best efforts to complete the project by April 15, 2025.

The City agrees to provide the funding from UDOT and the County, provided hereunder, to UTA to solely to construct the Project described above in compliance with this Agreement and other applicable requirements. Other applicable requirements include the terms of this Agreement, the approved UDOT Funding Application, UDOT's Award, and all legal requirements associated with such funding. The City further agrees that funding will only be provided to UTA upon the conditions listed herein, and UTA agrees the scope of work to be performed, estimated costs, and estimated schedule must remain consistent with UDOT's award to the City. UDOT must give prior written approval for any material modifications to the scope of work for the duration of the Project or they will not be acceptable for funding. Program Funds can only be used to pay for expenses that are stated in the Project's approved scope of work, and the UTA shall not use Program Funds to pay for any expense that is not part of the approved scope of work.

2. Local Match Amount and Payment Schedule. The County and the City commit to fund a local match amount of \$1,800,000.00 in order to receive the eligible Program fund amount of \$4,200,000.00 for the Project (the "Program Funds"). UDOT will deliver the Program Funds to the City in four quarterly payments of \$1,050,000 beginning on May 15, 2024. The City must apply Program Funds and matching funds on a pro-rata basis (70%*****/30%*****) to expenses within the approved Project scope of work as they are paid. Upon UDOT's request, the City and UTA will provide UDOT with an itemized list of all spending for the activities described in the approved Project scope of work that includes all funding sources, Project costs, and dates of expenditure. The following chart is included to identify the Program Funds, local match funding, and other funding approved for the Project over the life of the Project:

Fund	FY 2024	FY 2025	FY 202X	Total	State Aid	Other	Percent
SL County	\$187,500	\$562,500	\$	\$	\$	\$	%12.5
South Jordan City - SB 006 - 2024	\$262,500	\$787,500	\$	\$	\$	\$	%17.5
TTIF - Feb 9th 2024 - Commission Meeting	\$1,050,000	\$3,150,000					%70
Total	\$1.5M	\$4.5M	\$	\$	\$	\$	%100



The following sources may be used for local matching funds: Non-UDOT administered State funding, local funding, county funding, federal funding, right-of-way contribution, in-kind contributions.

A. Transfer of Funds to UTA

Within 10 days of its receipt of funds from UDOT, City shall transfer such funds to UTA for use in design and construction of the Project. UTA has sole responsibility for award and management of the design and construction contract and will pay the contractor and associated expenses with the funds transferred to it by the City. UTA is not obligated to contribute UTA funds to this Project. If the project exceeds the \$6M budgeted amount, the Parties will confer in good faith to determine additional sources of funding.

3. Progress & Final Report. The UTA will submit to City and UDOT a brief, one (1) -page progress report and photos of the Project for each quarter of the calendar year during which the City and/or UTA is holding unexpended Program Funds. The quarterly progress report will be submitted within thirty (30) days after the end of each quarter and shall include the following:
 - A. A brief description of the progress and tasks completed for the approved scope of work for the Project, and any photos of the Project or the site.
 - B. A summary of all funds expended and budget remaining (showing all funding sources, Project costs, and projected dates of expenditure).

Upon completion of the Project, the UTA will submit to City and UDOT a brief one (1)-page final report and shall include the following:

- A. A brief description of the completed Project.
 - B. The itemized report detailing where the funds have been spent that is required by Paragraph 6 below.
 - C. Photos, exhibits, or videos of the completed Project.
4. Additional Information. The City and UTA will cooperate with all of UDOT's requests for information or status concerning the Project and will promptly respond to them. The City and UTA acknowledge that the City, UTA and UDOT may be asked to submit reports or respond to inquiries about Program Funds for the Utah State Legislature and the Utah Governor's Office.
5. Adoption of Project. After the Project is complete, the City and UTA agree to promptly implement or start the process to implement the results of the Project (such as by allowing public use of the Project).
6. Use and Residual Funds. Upon completing the Project or expending all of the Program Funds, UTA will provide to City and UDOT with an itemized report detailing where all funds have been spent and also showing all funding sources, the costs for the full Project, and dates of expenditure. If any Program Funds remain unexpended after the completion of the approved scope of work, UTA



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shall return any unexpended program funds held by UTA to the City within ninety (90) days with or without a request by City or UDOT, and the City shall return the unexpended Program Funds to UDOT within sixty (60) days, with or without a request by UDOT. Program Funds and matching funds must be expended on the Project on a pro-rata basis, and the amount to be returned must be the unexpended pro-rata portion of the Program Funds provided for the Project.

7. No Additional Funds. Unless specifically agreed to in a written amendment to this Agreement, UDOT will not be required to contribute additional funds to the Project. If the City decides to cancel or abandon the Project before it is complete, or the approved scope of work cannot be completed for any reason, the Program Funds and the City/County funds must bear expenses for completed portions of the approved scope of work pro-rata (70%*****/30%*****), and the City shall return to UDOT the unexpended pro-rata portion (70%*****/30%*****) of the Program Funds within sixty (60) days (with or without request by UDOT).

If UTA decides to cancel or abandon the Project where there is no force majeure event, before it is complete, UTA shall bear the City portion of any reasonable expenses for completed portion of the approved scope of work as outlined herein shall return to City the unexpended pro-rata portion within thirty (30) days with or without request by the City.

8. Funds Provided Without Risk to UDOT and City. UDOT is only providing awarded funding to the City under this Agreement, and this Agreement is without risk to UDOT. The City agrees that the City is solely responsible to properly administer and spend the Program Funds. The City acknowledges that UDOT needs to obtain information concerning the Project and the use of the Program Funds from time to time, and that UDOT may need to pursue a recovery of the Program Funds or stop an abuse of Program Funds if necessary. The City agrees to cooperate with UDOT and to provide for a proper administration and use of the Program Funds.

City is only providing awarded funding to UTA under this Agreement, and this Agreement is without risk to City. UTA agrees that UTA is solely responsible to properly administer and spend the Program Funds once provided by City. UTA acknowledges that City needs to obtain information concerning the Project and the use of the Program Funds from time to time, and that City may need to pursue a recovery of the Program Funds or stop an abuse of Program Funds if necessary. The UTA agrees to cooperate with City and to provide for a proper administration and use of the Program Funds. Nevertheless, City shall cooperate in good faith to support completion of the Project with reference to permits, access, and other public infrastructure requirements typically provided by the City.

9. Term. The Parties agree that this Agreement shall remain in full force and effect for a period of 2 years unless otherwise agreed to by the Parties in an amendment to this Agreement. At the end of the 2 Years, if any Program Funds have not been expended for the approved Project scope of work, the City and UTA shall return to UDOT the unexpended pro-rata portion (70%*****/30%*****) of the Program Funds within sixty (60) days, with or without a request by UDOT. If the City and UTA cannot complete the Project within the given time frame



the City may request an extension. The request must be sent in writing to UDOT six (6) months prior to the Agreement end date.

10. Termination and Remedies. In the event that UDOT determines the Parties have not complied with the requirements of this Agreement, UDOT will provide written notice of the non-compliance. The City, County, and UTA agree to cooperate with any inquiries or investigations conducted by UDOT. If the affected Party does not remedy the breach stated in UDOT's written notice of non-compliance within the time period stated in the notice, UDOT may terminate the Agreement. In the event of termination for non-compliance, the City agrees that within sixty (60) days it will pay to UDOT all unexpended Program Funds that it held on the date of the notice, and it will also repay to UDOT the amount of any Program Funds that were spent on unapproved expenses (with or without additional requests by UDOT). The City y agrees that it does not have the right to possess funds that are misapplied and that the same are immediately due and payable to UDOT so UDOT can return them to the state of Utah. UDOT has the right to all remedies available by law.

Further, In the event of termination for non-compliance, UTA agrees that within thirty (30) days it will pay to the City all unexpended Program Funds that it held on the date of the notice, and it will also repay to the City the amount of any Program Funds that were spent on unapproved expenses (with or without additional requests by the City). For purposes of this Agreement, non-compliant or unapproved expenses are deemed to be expenses which are outside the scope of the Project as defined Section 1 above.

11. City Compliance. The City hereby represents to UDOT that it has complied and will continue to comply with the requirements necessary for the award of the funding provided under this Agreement, including but not limited to, the moderate income housing and other obligations set forth in Utah Code 72-2-124.
12. Miscellaneous.
 - A. Any party may give a written notice under this Agreement by delivering it to the following physical address (an email may be used in addition as a courtesy), and notice is effective upon delivery when delivered by hand or by overnight delivery service with confirmation of delivery (or, if placed in the U.S. mail, notice is effective three days after such notice receives a postmark):



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<p>To UDOT:</p> <p>UDOT 4501 South 2700 West Box 143600 Salt Lake City, UT 84114 Attention: _____</p> <p>With a copy to:</p> <p>Assistant Attorney General (UDOT) 4501 South 2700 West Box 143600 Salt Lake City, UT 84114</p>	<p>To CITY:</p> <p>City Recorder South Jordan City 1600 West Towne Center Drive South Jordan UT 84095 _____</p> <p>With a copy to:</p> <p>City Attorney 1600 West Towne Center Drive South Jordan UT 84095</p>
<p>To: UTA:</p> <p>UTA 669 West 200 South Salt Lake City, UT 84101</p> <p>With copy to:</p> <p>Assistant Attorney General (UTA)</p>	

- B. The parties agree to undertake and perform all further acts that are reasonably necessary (except when expressly prohibited by law) to carry out the intent and purpose of the Agreement and to assist UDOT with maintaining compliance with the legal requirements applicable to UDOT after receiving a written notice that explains the need for such action.
- C. No part of this Agreement may be waived, whether by a party's failure to insist on strict performance of this Agreement or otherwise, except in a writing signed by an authorized representative of the party waiving. Neither party may assign or delegate this Agreement and actions required by it without the other party's prior written authorization, and any purported assignment or delegation to the contrary is void. This Agreement does not create any agency, joint venture, partnership, or other relationship among the parties, and it is intended only for the parties hereto and does not create any third-party beneficiaries. This Agreement is governed by Utah law without reference to choice or conflict of law provisions. Jurisdiction for any judicial action brought in connection with



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UDOT TRACKING #:

this Agreement shall be brought in a court in Salt Lake County, Utah, and ALL PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO A JURY TRIAL. Time is of the essence. This Agreement (or, if any part hereof is invalidated by law, this Agreement's remaining provisions) shall be construed to enforce its terms to the fullest extent allowed under applicable law to give effect to the intent of the parties. This Agreement will not be construed under an assumption to interpret it against a drafter. Before taking any legal action in connection with this Agreement, each party agrees to first advise the other of a dispute and to meet to discuss it in good faith in an effort to resolve it. All remedies in this Agreement are cumulative and nonexclusive, they survive a termination of this Agreement, and they do not limit any other remedies available to the parties. Nothing in this Agreement shall be construed to limit UDOT's governmental powers and authority. This Agreement may only be amended in a written document that is signed by an authorized representative of each party. This is the entire agreement of the parties with respect to the subject matter hereof and it shall supersede all prior negotiations, understandings, and agreements with respect to such subject matter. Each party warrants that all of its representatives who are necessary to make this Agreement fully binding against the party (and its successors and assigns, if any) have signed below with the party's authorization, and that this Agreement's terms do not violate laws, contracts, or commitments that apply to the party. This Agreement may be signed in counterparts and signed electronically.

(Signature Page to Follow)



Project #: S-LC35(337)
UDOT PIN: 21773
UDOT CONTRACT #:
UDOT TRACKING #:

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the date first set forth herein.

UTAH DEPARTMENT OF TRANSPORTATION

RECOMMENDED FOR APPROVAL

By: _____

Title: **Region Project Manager**

Date: _____

By: _____

Title: UDOT Region Director,

Date: _____

UDOTCOMPTROLLER'S OFFICE

By: _____

Title: Contract Administrator,

Date: _____

SOUTH JORDAN CITY

By: _____

Title: _____

Date: _____

Approved as to form: _____

Attest (Recorder):



Project #: S-LC35(337)
UDOT PIN: 21773
UDOT CONTRACT #:
UDOT TRACKING #:

UTAH TRANSIT AUTHORITY

DocuSigned by:
By: Dave Hancock
6CCB9A134C4E42A...

Name: David Hancock

Title Chief Capital Services Officer

Date: 4/17/2024

By: _____

Name: Jay Fox

Title: Executive Director

Date:

DocuSigned by:
By: Mike Bell
70E33A415BA44F6...

Name: Mike Bell

Title: Utah Attorney General

Date 4/17/2024



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/8/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Viola Miller, Chief Financial Officer
Brad Armstrong, Director Budget & Financial Strategy

TITLE:

TBA2024-05-01 - Technical Budget Adjustment - Operations Supervisor Positions and Hill Air Force Base Air Show Complimentary Service

AGENDA ITEM TYPE:

Other Approval

RECOMMENDATION:

Recommend the Board approve Technical Budget Adjustment TBA2024-05-01 to authorize the increase in headcount and adjustment of funds within the 2024 Operating Budget for the Operations Supervisor Project and authorize the adjustment of contingency funds within the 2024 Operating Budget for complimentary service for the Hill Air Force Base Air Show scheduled for June 29-30, 2024 as presented.

BACKGROUND:

In accordance with Board of Trustee Policy Number 2.1 Financial Management and Board Policy 2.3 Budget, the Board of Trustees may amend or supplement the budget at any time after its adoption. This request would adjust funds within the Chief Operating Officer Budget for headcount related to the Operations Supervisor Project. This request would also adjust funds within the Chief Operating Officer budget and the Non-Departmental contingency budget for complimentary service for the Hill Air Force Base Air Show scheduled for June 2024. The adjustment of funds will not increase 2024 budget authority or impact the Authority's fund balance.

DISCUSSION:

Proposed Budget Adjustment:

This proposed Technical Budget Adjustment includes the transfer of \$923,000 within the 2024 Chief Operating Officer (COO) Budget and the addition of 18 new headcount to fund phase one of the Operations Supervisors

Project. During the budget sessions held for the 2024 budget, the COO provided information on the Operations Supervisors Project and funding was approved for unspecified headcount. Approval is being requested now that the amount and placement of headcount has been determined.

Recommendation:

- Approve the addition of 18 headcount to reassign technical functions to specialized positions that will improve operator experience, and improve retention, alignment, and development of newer operators.
- Reallocate \$923,000 within the COO organization to align with proposed headcount (this will include reallocation of \$729,000 from the COO's Management and Support budget to the Bus budget, and redistribution of another \$134,000 within the COO's Bus budget).

This proposed Technical Budget Adjustment would also include the transfer of \$210,000 from the Non-Departmental contingency budget to the 2024 Chief Operating Officer (COO) Budget to fund complimentary service for bus, commuter rail, paratransit and support services for the Hill Air Force Base Air Show.

Recommendation:

- Approve the reallocation of \$210,000 from the Non-Departmental Budget to the COO Budget to support this complimentary service request (approval for the complimentary service will be presented to the Board in a separate service agenda item).

ALTERNATIVES:

Remain at current status with no budget adjustments and no headcount to support the Operations Supervisor Project. Do not provide complimentary service to Hill Air Force Base Air Show.

FISCAL IMPACT:

The \$923,000 budget adjustment requested for the Operator Supervisors Project will be funded by the existing approved 2024 Operating Budget. The \$210,000 budget adjustment requested for the complimentary service for the Hill Air Force Base Air Show will be funded by the existing approved 2024 Operating Budget contingency. There is no increase in budget authority or impact on the Authority's fund balance.

Funding for the Operator Supervisors Project adjustments include \$923,000 budgeted for this purpose in the COO department budget. Funds will be redistributed to the bus operating units as follows: Salt Lake Bus Unit \$402,000; Mt Ogden Bus Unit \$157,000; Timpanogos \$130,000; Special Services \$100,000 and \$134,000 within the COO department.

Funding for the Hill Air Force Base adjustments include \$210,000 of funds budgeted in the non-departmental contingency budget. Funds will be redistributed to the operating and support units as follows: Commuter Rail

\$84,000; Mt Ogden Bus Unit \$75,000; Special Services \$25,000 and \$26,000 within the COO support services.

If this Technical Budget Adjustment is approved, there will be a balance remaining in the 2024 Operating Contingency of \$790,000.

ATTACHMENTS:

- Technical Budget Adjustment Exhibit A
- Technical Budget Adjustment Exhibit A-2 FTE (Full-Time Employee)
- Technical Budget Adjustment Exhibit A-2 FTE Financial

UTAH TRANSIT AUTHORITY
2024 OPERATING BUDGET TECHNICAL ADJUSTMENT
May 8, 2024

Exhibit A

	Final 2024	Operations	Hill Air Force	Amended 2024
<u>Revenue</u>	<u>Budget</u>	<u>Supervisor</u> <u>Adjustments</u>	<u>Base Air Show</u> <u>Service</u>	<u>Budget</u>
1 Sales Tax	\$ 493,670,000			\$ 493,670,000
2 Formula Funds (FTA)	96,960,000			96,960,000
3 Passenger Revenue	37,981,000			37,981,000
4 Advertising	2,328,000			2,328,000
5 Investment Income	5,625,000			5,625,000
6 Other Revenues	12,647,000			12,647,000
7 Stimulus Funding	-			-
8 Total Revenue	649,211,000	-	-	649,211,000
 <u>Operating Expense</u>				
9 Bus	142,967,000	789,000	79,000	143,835,000
10 Commuter Rail	38,021,000		84,000	38,105,000
11 Light Rail	64,499,000			64,499,000
12 Paratransit	29,168,000		25,000	29,193,000
13 Rideshare/Vanpool	4,012,000			4,012,000
14 Microtransit	12,949,000			12,949,000
15 Operations Support	64,515,000		22,000	64,537,000
16 Management & Support	54,757,000	(789,000)		53,968,000
17 Planning/Capital Support	13,623,000			13,623,000
18 Non-Departmental	1,000,000		(210,000)	790,000
19 Total Operating Expense	425,512,000	-	-	425,512,000
 <u>Debt Service, Contribution to Reserves, and Transfer to Capital</u>				
20 Principal and Interest	165,725,000			165,725,000
21 Bond Service Utah County for UVX BRT	3,375,000			3,375,000
22 Contribution to Reserves	21,000,000			21,000,000
23 Transfer to Capital	33,599,000			33,599,000
24 Total Debt Service and Reserves	223,699,000	-	-	223,699,000
25 Total Expense	\$ 649,211,000	\$ -	\$ -	\$ 649,211,000

UTAH TRANSIT AUTHORITY
2024 OPERATING BUDGET TECHNICAL ADJUSTMENT
May 8, 2024

Exhibit A-2
FTE

	Final 2024 Budget	New FTE Positions	Existing FTE Position Moves	Amended 2024 Budget
<u>Executive</u>				
1 Board of Trustees	16.0			16.0
2 Executive Director	31.5			31.5
3 Communications	17.5			17.5
4 Operations	2,310.7	28.0	(10.0)	2,328.7
5 Finance	136.0			136.0
6 Service Development	59.0			59.0
7 Planning & Engagement	84.2			84.2
8 Enterprise Strategy	125.0			125.0
9 People Office	94.0			94.0
10 Non-Departmental	-	-		-
11 Total FTE	2,873.9	28.0	(10.0)	2,891.9

***Change in FTE Positions**

Operations Changes	FTE
Operations Supervisors	(10.0)
Operator Experience Supervisor	15.0
Dispatch/Scheduler	10.0
Supervisor of Feedback and Compliance	1.0
Customer Relations Specialist	2.0
Total Changes	18.0

UTAH TRANSIT AUTHORITY
2024 OPERATING BUDGET TECHNICAL ADJUSTMENT
May 8, 2024

Exhibit A-2
Financial

	Final 2024 Budget	Operations Supervisor Adjustments	Hill Air Force Base Air Show Service	Amended 2024 Budget
<u>Revenue</u>				
1 Sales Tax	\$ 493,670,000			\$ 493,670,000
2 Formula Funds (FTA)	96,960,000			96,960,000
3 Passenger Revenue	37,981,000			37,981,000
4 Advertising	2,328,000			2,328,000
5 Investment Income	5,625,000			5,625,000
6 Other Revenues	12,647,000			12,647,000
7 Stimulus Funding	-			-
8 Total Revenue	649,211,000			649,211,000
<u>Operating Expense</u>				
9 Board of Trustees	3,370,000			3,370,000
10 Executive Director	6,414,000			6,414,000
11 Communications	4,279,000			4,279,000
12 Operations	318,817,000	-	210,000	319,027,000
13 Finance	20,287,000			20,287,000
14 Service Development	7,543,000			7,543,000
15 Planning & Engagement	23,144,000			23,144,000
16 Enterprise Strategy	28,645,000			28,645,000
17 People Office	12,013,000			12,013,000
18 Non-Departmental	1,000,000		(210,000)	790,000
19 Total Operations	425,512,000	-	-	425,512,000
20 Debt Service	169,100,000			169,100,000
21 Contribution to Reserves	21,000,000			21,000,000
22 Transfer to Capital Budget	33,599,000			33,599,000
23 Total 2024 Operating Budget	\$ 649,211,000	\$ -	\$ -	\$ 649,211,000



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/8/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Nichol Bourdeaux, Chief Planning & Engagement Officer
PRESENTER(S): Nichol Bourdeaux, Chief Planning & Engagement Officer
Camille Glenn, MT. Ogden Regional Manager

TITLE:

Complimentary Service Request: Additional Service for 2024 Utah Air Show at Hill Air Force Base

AGENDA ITEM TYPE:

Service or Fare Approval

RECOMMENDATION:

Approve complimentary service request and authorize an exception to UTA Policy UTA.04.02 Additional Service to provide complimentary transit service for the 2024 Utah Air Show June 29-30, 2024 at Hill Air Force Base as presented.

BACKGROUND:

UTA and Hill Air Force Base have historically worked together the past several years to provide transportation to and from the Utah Air Show. The last Air Show occurred in 2022 and UTA provided Frontrunner Sunday service and bus shuttles connecting the Clearfield Frontrunner Station to the Base where the air show was happening. The Air Show will once again take place on June 29-30, 2024. Hill Air Force Base and the Utah Air Show event planners have requested UTA provide the same level of service as was provided in past years and in 2022.

DISCUSSION:

UTA recently adopted Policy UTA.04.02 for Additional Services Requests. This type of request is defined as Charter Service within UTA's policy. However, the policy also provides an exception as stated below:

D. Exceptions

1. Requests for additional transit services that fall outside the scope of this policy may be considered on a case-by-case basis by the UTA Board of Trustees with a recommendation from the Executive Director and the Chief

2. Request for additional transit services that cannot be accommodated due to resource limitations or other factors will be denied.

In the spirit of partnership, UTA proposes providing the same service as provided in 2022 which includes the following additional service:

FrontRunner Trains: similar to the 2022 Airshow with the addition of operating mid-day on Sunday:

- Saturday: 30-minute peak service and 60-minute mid-day service from 7 a.m. - 7 p.m.
- Sunday: 30-minute peak service and 60-minute mid-day service from 7 a.m. - 7 p.m.

Bus Service:

- Utilize 30 additional operators on Saturday and 30 additional operators Sunday to provide bus shuttles from Clearfield Station onto Hill AFB
- Service will operate 7A - 7P.
- Buses will travel to and from the Clearfield Station along highway 193, enter and exit from the South Gate directly onto the base.
- Assistance will be provided from UDOT for bus priority and traffic signal prioritization.
- Transit riders will have priority for access to the base.

Paratransit Service:

- Utilize Paratransit buses to operate on-demand Paratransit service.
- Service will operate 7 a.m. to 7 p.m.

Staff recommends the Board of Trustee's approve the proposed additional service request as an exception due to the Air Show is a "legacy" event. Prior to the adoption of the policy, other events have been notified of the new policy and permitted as a "legacy" in 2023.

ALTERNATIVES:

Offer event surge service on Route 627 which goes near the Base, but not onto the base.

FISCAL IMPACT:

The following are additional costs above the baseline associated with the additional service:

Transit Communication Center Support \$ 3,450

- Personnel cost per hour
- Each day: 4 additional people staffing the event, with one of them probably on location at the base

Supervisor Support \$ 7,938

- Supervisor cost per hour

Police \$ 21,420

- Personnel cost per hour
- Each day: 1 Lieutenant (\$87/hr), 2 Sergeants (\$76/hr), 12 Officers (\$64/hr), 1 Detective (\$64/hr), 10 hours each.

Rail Service \$ 84,094

- Personnel cost per hour & Vehicle cost per mile
- Personnel costs: \$44,172 (OT & benefits included in costing)
 - Operators: 470 hours, \$70.86/hour

- Train Hosts: 178 hours, \$31.05/hour
- System Supervisors: 64 hours, \$65.62/hour
- Dispatcher: 16 hours, \$71.41/hour
- Vehicle costs: \$39,921.82
 - Mileage costs: \$37,282
 - 3,867.37 miles
 - \$9.64/mile - includes VM costs averaged per mile and diesel costs
 - Cleaning Costs: \$2,639.82

Bus Service \$ 66,686

- Operator cost per hour & Vehicle cost per mile
- Operator costs: \$40,880.70
 - 735 hours
 - \$55.62/hour
- Vehicle costs: \$25,805.40
 - 15,000 miles
 - \$1.64/mile - includes VM costs averaged per mile and diesel costs

Special Services \$ 14,614

- Operator cost per hour & Vehicle cost per mile
- Operator costs: \$10,921.12
 - 196 hours
 - \$55.72/hour
- Vehicle costs: \$3,463.20
 - 2,960 miles
 - \$1.17/mile - includes VM costs averaged per mile and diesel costs

Total Cost of the Proposed Complimentary Service - \$ 198,202

This service will be funded through a Technical Budget Adjustment concurrently presented.

ATTACHMENTS:

None



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/8/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Jordan Eves, Manager Fare Strategy

TITLE:

Fare Agreement: Special Events Agreement (Utah Arts Festival)

AGENDA ITEM TYPE:

Service or Fare Approval

RECOMMENDATION:

Approve and authorize executive director to enter a Special Events Fare Agreement with the Utah Arts Festival

BACKGROUND:

UTA has historically partnered with events to allow attendees to use their event ticket as fare on the UTA system. Event tickets are printed with the UTA logo and specific wording that identifies the ticket as valid transit fare for the date identified on the event ticket. This partnership is formalized through an Event Pass Agreement that is negotiated by the Fares team and approved by the Board of Trustees. UTA Fare Policy allows staff to present to the Board of Trustees for approval of complimentary fare provided for events in exchange for advertising value or other forms of recognitions that promote collaboration with the Authority.

Utah Arts Festival and Utah Transit Authority are strategic partners who work to get more members of their community out of their cars and onto public transportation. In that spirit of partnership, UTA will partner with the Festival to offer ticket as fare to event attendees on the days of the event, including a pre-festival concert.

DISCUSSION:

Staff recommends partnering with the Utah Arts Festival as described above for the upcoming festival taking place June 28-30, 2024. In exchange for the transit fare, Utah Arts Festival agrees to give UTA a table during the event, a banner with winning artwork from My BeUTAHful Community Student Art Competition, logo inclusion, pre-Festival marketing efforts such as print ads, on-site logo recognition in association with a Festival program for all three days, 40 general admission tickets to the Utah Arts Festival and 8 tickets per day to the

Hospitality Patio. The event sponsor has valued this sponsorship package at twenty-five thousand dollars (\$25,000).

CONTRACT SUMMARY:

Contractor Name:	Utah Arts Festival
Contract Number:	24-F0403
Base Contract Effective Dates:	June 28, 2024 - June 30, 2024
Extended Contract Dates:	NA
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Contract Value:	\$25,000
Procurement Method:	NA
Budget Authority:	NA

ALTERNATIVES:

Do not enter an agreement with Utah Arts Festival for ticket as fare, requiring attendees to utilize other fare alternatives.

FISCAL IMPACT:

Based on estimated utilization over the three days, the forgone revenue value of this ticket as fare event is estimated at \$25,000. The sponsorship package is valued at \$25,000 by the event sponsor.

ATTACHMENTS:

Contract

SPECIAL EVENTS AGREEMENT Tickets for Transit

This Special Events Agreement-Tickets for Transit (“Agreement”) is entered into on June 1, 2024, by and between Utah Arts Festival (“Sponsor”), and Utah Transit Authority, a public transit district organized under the laws of the State of Utah (“UTA”). Sponsor and UTA hereafter collectively referred to as the “parties” and either of the foregoing may be individually referred to as “party,” all as governed by the context in which such words are used.

RECITALS

WHEREAS Sponsor will host a Utah Art Festival (“Event”) on the following date(s): June 28-30, 2024 and at the following location: Library Square, 200 East 400 South, Salt Lake City, Utah 84101 (“Venue”); and

WHEREAS Sponsor desires to procure transit passes for transportation to its Event using UTA’s transit system; and

WHEREAS UTA is willing to accept payment-in-kind consisting of marketing and promotional activities for the UTA transit system; and

WHEREAS the parties desire to establish a program whereby Sponsor is authorized to procure transit passes by providing a payment-in-kind marketing package for those attending its Event.

AGREEMENT

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

SECTION I: DEFINITIONS

- 1.1 The term **“Base Service”** means public transit service as produced in UTA’s ordinary operations and published at www.rideuta.com.
- 1.2 The term **“Effective Date”** shall mean June 28, 2024, unless the parties agree otherwise above.
- 1.3 The term **“Sponsor”** means the business entity defined as Sponsor on the initial page of this agreement.

SECTION II: TERMS AND CONDITIONS

1. Tickets for Transit Program. The parties agree to establish a Tickets for Transit Program, whereby the Sponsor procures transit passes using payment-in-kind for ticket holders to its Event(s) (the “Tickets for Transit Pass”).
2. Authorized Users. Upon the terms and conditions contained herein, UTA agrees to allow Sponsor to provide a Tickets for Transit Pass to ticket holders (“Authorized Users”) attending the Event(s) at the Venue.
3. Payment-in-Kind for Fare. Sponsor agrees to provide payment-in-kind consisting of a marketing package valued at \$25,000 (see Exhibit A “Marketing Package”). The marketing package shall promote use of UTA’s transit system and shall be subject to pre-approval by UTA.
4. Term of Agreement. The term of this Agreement shall be from the Effective Date and runs through June 30, 2024.
5. Pass Recognized as Fare Payment. An Authorized User’s event ticket shall also serve as a transit pass when: (1) printed with the wording “Valid as UTA fare on the date indicated” or similar wording approved by UTA and (2) used for fare payment on the date of the event stated on the ticket. The Tickets for Transit Pass shall be recognized by UTA as fare payment on all Local Bus Routes, TRAX Light Rail Routes, Streetcar Light Rail, FrontRunner Commuter Rail Routes, and BRT Routes on the day of the event. The Tickets for Transit Pass shall not be recognized as fare payment on Ski Service. Paratransit Eligibility applies. (3) Issued to event attendees via email, home delivery, or through an app. Attendees using transit to get to/from the event present acceptable fare media upon boarding the bus or upon rail inspection. Acceptable fare media for events includes: a printed copy of the vendor issued email displaying the attendee’s ticket, a vendor issued ticket, or the mobile app with the ticket displayed. Fare media that is not accepted includes: generic download from the vendor’s website, a form of ticket not provided to UTA as an acceptable ticket type, a camera image of the ticket, or any other form not listed as acceptable. Vendor must provide UTA with images of all the different ticket types. UTA will use the images to verify the logo is printed and distribute to operators so they are aware of them prior to the event.
6. Use of the UTA Logo.
 - a. The UTA Logo, which is attached hereto as Exhibit B, is the sole and exclusive property of UTA. UTA hereby grants Sponsor, so long as it is not in breach of this Agreement a limited and revocable license to use or print the UTA logo as specified herein. The interpretation and enforcement (or lack thereof) of these terms and conditions, and compliance therewith, shall be in UTA’s sole discretion. The UTA Logo may not be altered in any way and must be displayed in the same form as produced by UTA. The UTA Logo must be printed in either black or in the official color of blue and red.

- b. The UTA Logo shall be used in a professional manner on all Event tickets; on the Event main entrance, VIP area, stage banners, website, and posters; and in print advertising for the Event.
 - c. Notwithstanding the foregoing, the UTA Logo may not be used in any manner that, in the sole discretion of UTA: discredits UTA or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others, violates any law, regulation or other public policy; or mischaracterizes the relationship between UTA and the user, including but not limited to any use of the UTA Logo that might be reasonably construed as an endorsement, approval, sponsorship or certification by UTA of Sponsor, Sponsor's business or organization, or Sponsor's products or services or that might be reasonably construed as support or encouragement to purchase or utilize Sponsor's products or services.
 - d. Use of the UTA Logo shall create no rights for Sponsor in or to the UTA Logo or their use beyond the terms and conditions of this limited and revocable license. The UTA Logo shall remain at all times the sole and exclusive intellectual property of UTA. UTA shall have the right, from time to time, to request samples of use of the UTA Logo from which it may determine compliance with these terms and conditions. Without further notice, UTA reserves the right to prohibit use of the UTA Logo if it determines, in its sole discretion, that Sponsor's UTA Logo usage, whether willful or negligent, is not in strict accordance with the terms and conditions of this license, otherwise could discredit UTA or tarnish its reputation and goodwill, or Sponsor is otherwise in breach of this Agreement.
7. Pass Distribution. Sponsor shall be solely responsible for issuing Tickets for Transit Passes to Authorized Users.
 8. Public Transit Services. The Parties understand that the transit services being used under this Agreement are public transit services. As such, Authorized Users must comply with all UTA rider rules and rules governing the use of public transit services. Authorized Users must present their Tickets for Transit Passes as proof of fare payment to UTA bus operators and fare inspectors. Authorized Users who do not have possession of a Tickets for Transit Pass must pay the regular fare for the transit service they use. UTA reserves the right to modify its service and schedules as it deems appropriate in its sole discretion.
 9. Indemnification. Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents or employees to the full extent required by law and agrees to indemnify and hold the other party harmless from any such liability, damage, expense, cause of action, suit, claim, judgment, or other action arising from participation in this Agreement. Both parties are subject to the provisions of the Utah Governmental Immunity Act. Neither party waives any legal defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

-

10. Termination. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least forty-five (45) days prior to the termination date. If UTA terminates this Agreement before the Event ends, Sponsor shall pay a prorated amount for the concerts for which UTA provides transportation services. Sponsor may also terminate all or part of this agreement in the event the Covid-19 pandemic precludes performance of all or part of the concert series and pay UTA a pro-rated amount only for the shows performed.
11. Nondiscrimination. Sponsor agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, based on race, color, national origin, creed, sex, or age in accordance with the requirements of 49 U.S.C. §5332.
12. Third Party Interests. No person not a party to this Agreement shall have any rights or entitlements of any nature under it.
13. Entire Agreement. This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreements or special arrangements contrary to or in addition to the terms and conditions as stated herein.
14. Costs and Attorney's Fees. If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorney fees and court costs shall be paid by the non-prevailing party.

Remainder of page left intentionally blank

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth herein.

SPONSOR

UTAH TRANSIT AUTHORITY

By: Molly Bitton Date: 3/4/24

By: _____ Date: _____
Name:
Title

Name: Molly Bitton

Title: Development Director

By: _____ Date: _____
Name:
Title:

Approved as to Form:

DocuSigned by:
By: Mike Bell Date: 4/8/2024
Michael Bell
Assistant Attorney General
Counsel for UTA

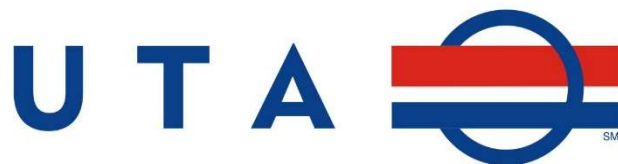
Exhibit "A"
Example Marketing Package

Value of Package: \$25,000

Details of Package:

1. Logo on all tickets with specific wording
2. Logo recognition on commercials that run on local television in the weeks leading up to the Festival
3. Recognition with a specific program that best aligns with UTA
4. Brand activation opportunities - on-site booth near program
5. Logo recognition on program and main sponsor tower signage
6. 200 General Admission tickets to the Utah Arts Festival
7. 50 VIP Day Passes with access to all three VIP areas for one day of users choice

Exhibit “B”
UTA Logo





Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/8/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Dave Hancock, Chief Capital Services Officer
PRESENTER(S): Sarah Ross, Environmental Steward and Sustainability Specialist

TITLE:

2023 Annual Sustainability Report

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

Informational report for discussion

BACKGROUND:

According to UTA's sustainability policy (UTA.01.09), the Sustainability Steering Committee is tasked with producing an annual report that outlines UTA's ongoing sustainability endeavors and advancements. Since 2022, when UTA's Board of Trustees incorporated sustainability as a central aspect of the organization's strategic objectives, the organization has been striving to become better environmental stewards. Documenting UTA's efforts and showcasing its sustainability achievements serves to communicate with the community about the strides made towards "moving Utahns to a better quality of life".

DISCUSSION:

In 2023, UTA made significant progress towards our sustainability goals. Highlights include the establishment of an agency-wide sustainability policy, the launch of the Ogden Express (OGX) bus rapid transit line featuring a 100% electric bus fleet, and the transition of our Tooele On-Demand service to a fully electric fleet. These efforts, alongside initiatives like the Zero Emission Bus Transition Plan and water conservation measures, underscore our commitment to environmental stewardship and sustainable transportation solutions. We remain dedicated to advancing these goals and enhancing the well-being of Utahns through sustainable mobility options.

Moving forward, UTA's sustainability team will continue to work towards even greater impacts on the

organization's goal of decreasing its carbon footprint. In collaboration with a team of consultants from Jacob's Engineering, UTA will undergo an agency wide sustainability audit in 2024. This audit will help UTA sustainability staff know the best course of action to meet our goals and inform the agency's first formal sustainability plan.

ALTERNATIVES:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

2023 Annual Sustainability Report



2023 **SUSTAINABILITY REPORT**

UTAH TRANSIT AUTHORITY



UTAH TRANSIT AUTHORITY AND SUSTAINABILITY







The Utah Transit Authority provides sustainable mobility solutions in a manner that protects the planet, strengthens the community, and enhances shared prosperity. UTA recognizes the wide-ranging impacts of its transit services and is committed to serving the community—UTA moves you sustainably.

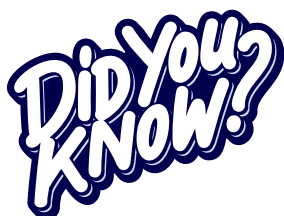
In 2022 UTA's Board of Trustees made sustainability an integral part of the organization's strategic priorities, with the goal of "moving Utahans to a better quality of life". When UTA became a founding signatory of the American Public Transportation Association's (APTA) Sustainability Commitment in 2009, they committed to improving their impact on the community, planet, and economy. In the years following, UTA has strived for excellence and sustainability has long been a part of the organization's continual success and improvement.





2023 SUSTAINABILITY

	2022	2023	% Change from 2022 to 2023
			
	Total Emissions 96,527 Metric Tons <small>(facilities and all transit)</small>	Total Emissions 88,145 Metric Tons <small>(facilities and all transit)</small>	Change from 2022 - 9.5%
	Natural Gas Use 82,435 Btu/sq.ft. <small>(facilities)</small>	Natural Gas Use 81,934 Btu/sq.ft. <small>(facilities)</small>	Change from 2022 - 0.6%
	Energy Use 12.95 kWh/sq.ft. <small>(facilities)</small>	Energy Use 12.67 kWh/sq.ft. <small>(facilities)</small>	Change from 2022 - 2.2%
	Electric Buses 3	Electric Buses 31	Change from 2022 + 933%
	Total Ridership 31,439,582	Total Ridership 35,059,930	Change from 2022 + 11.5%



Emissions from an average 7-mile commuter trip using public transit instead of a single-occupant vehicle will be 53 times lower



MOVING UTAHNS TO A BETTER QUALITY LIFE

In 2023, UTA took the initiative to improve their operations and facilities in an effort to become better environmental stewards. Highlighted below are some of UTA's 2023 sustainability accomplishments

SUSTAINABILITY POLICY AND PROGRAMS

UTA took a monumental step forward by embracing sustainability as a cornerstone of their strategic plan, encapsulated by the commitment of "Moving Utahns to a Better Quality of Life." This year saw the inception of UTA's first official agency-wide sustainability policy, signifying the Agency's dedication to becoming better environmental stewards and fostering a more resilient future for communities along the Wasatch Front. The program will be lead by UTA's newly established Environmental Stewardship and Sustainability group, along with the new Sustainability Steering Committee and Green Team. As UTA continues to advance their sustainability initiatives, they remain steadfast in their pursuit of propelling Utahns towards a brighter, more sustainable tomorrow.



DEPOT DISTRICT

In 2023, the Central Depot District Garage replaced the 52-year-old Salt Lake Central Bus Garage, marking a significant milestone in modernizing UTA's transit infrastructure. Specifically engineered to house alternative-fuel, clean-air transit buses, the facility represents an important step towards agency sustainability. With vastly improved energy efficiency compared to its predecessor, the Central Depot District Garage embodies UTA's commitment to enhancing service while minimizing its carbon footprint.

OGDEN EXPRESS (OGX)

After years of planning, the Ogden Express (OGX) bus rapid transit (BRT) line launched operations this year. Boasting a 100% electric bus fleet, 22 enhanced stations, dedicated lanes, signal priority at 19 lights, and weekday 10-minute service, OGX sets a new standard for sustainable urban transit. Additionally, riders can enjoy zero fare on OGX for three years, further incentivizing eco-conscious commuting. The implementation of an electric BRT system like OGX in Ogden signifies a significant leap towards swift and environmentally friendly transportation, reducing the number of cars on the road with every ride.



ZERO EMISSION BUS TRANSITION PLAN

UTA is striving to make each ride it provides more ecofriendly. This is evident in the Agency's Zero Emission Bus Transition Plan, which outlines the goal to replace 50% of UTA's fleet with battery electric or clean fuel buses by 2040. The effort started in 2019 when UTA launched their first 3 electric buses. In 2023 alone, 31 more electric buses went into service. In addition, 2 overhead chargers were installed to help with electric bus charging on route.

TOOELE ON-DEMAND ELECTRIFICATION

In partnership with Tooele County, the Federal Transit Administration, UCAIR, Rocky Mountain Power, and Via Transportation, UTA's Tooele On-Demand service became a fully electric fleet of 10 vehicles. The On-Demand service helps with first and last mile travel connecting riders to other UTA services via shared eco-friendly trips and expands UTA service across Tooele county.

WATER CONSERVATION

UTA's facilities team renovated two Trax stations, specifically those at 4800 South and Bingham Junction. Water dependent plants and irrigation systems were removed over a total space of 3,700 square feet. The removals were carried out to stop the water supply to newly xeriscaped areas. The removal of such landscaping and irrigation systems helps UTA reduce their water footprint and beautify the landscape with drought-tolerant areas that don't need regular watering.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 5/8/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Heather Barnum, Chief Communications Officer
PRESENTER(S): Heather Barnum, Chief Communications Officer

TITLE:

2023 UTA Public Image Survey Report

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

Discuss the 2023 UTA Public Image Survey Report.

BACKGROUND:

UTA Communications and Marketing Department engages a third-party market research vendor to conduct a public survey about rider and non-rider usage, awareness, perception, and support of UTA services. These data are used to inform the annual ridership and other advertising campaigns and educational opportunities. This year, questions were revised to provide metrics for the strategic plan, and to provide an additional data set for rider surveys conducted by other departments within UTA (like the onboard survey). There was also an oversample of BIPOC (black, indigenous, and people of color) and 18-34 year old audiences.

DISCUSSION:

In presenting the findings of the survey, staff welcomes the Board's questions about how the data relates to previous years, trends, etc., as well as action by the Communications Office based upon the data in the coming year.

ALTERNATIVES:

n/a

FISCAL IMPACT:

Cost of the survey was \$40,000+ administrative time.

ATTACHMENTS:

2023 Public Image Survey Report

2024 UTA PUBLIC IMAGE SURVEY REPORT

April 2024

Study Overview | Objectives & Methodology

UTA conducts an annual image study to measure public perceptions of the organization and inform strategy. The objectives of the study are as follows.

1 Objectives: Awareness & Perceptions

- General perception of UTA
- Understanding motivations of the infrequent rider
- Perception of UTA value
- Strategic insights into focus segments (BIPOC, 18- to 34-Year-Olds, Non-Riders)

2 Objectives: Usage

- High-level indicators on why people ride/don't ride
- Broad indicators of potential motivators to ride
- Where individuals seek information regarding UTA transit services
- Touch on innovative mobility or microtransit to help inform the survey
- Frequency of usage across all of UTA's most common transportation services

3 Methodology

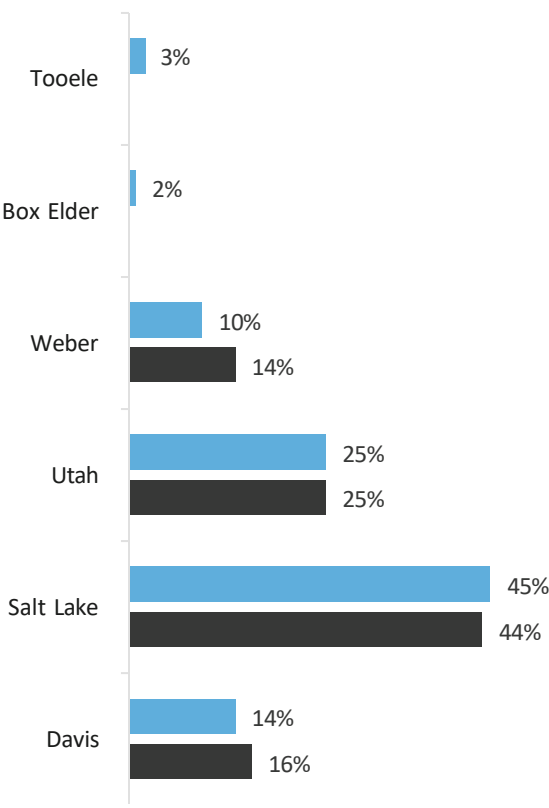
To achieve the objectives above, a benchmark survey was administered online to target audiences across Utah.

- n=601 survey respondents, margin of error +/- 4%
- Surveyed six counties (Box Elder, Davis, Salt Lake, Tooele, Utah and Weber)
- Although the image study is designed for longitudinal research, survey design changes from 2023 led to a more in-depth view into the perceptions and usage of UTA services across a wide range of demographics across the state
- Demographics*:
 - Female = 63% / Male = 35% / Non-Binary/Self-Identify = 1%
 - Balanced mix of respondents aged 18+, employment status, education
 - BIPOC oversample: n=105 (17% of total)

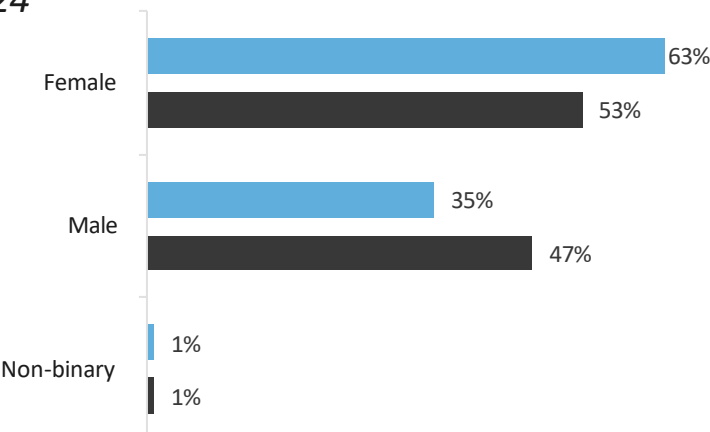
**Note: Detailed information on demographics can be found in the Appendix section.*

601 total survey completes in 2024

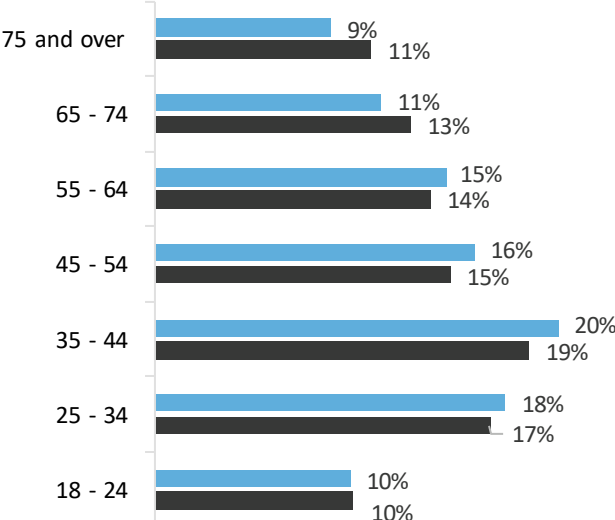
COUNTY



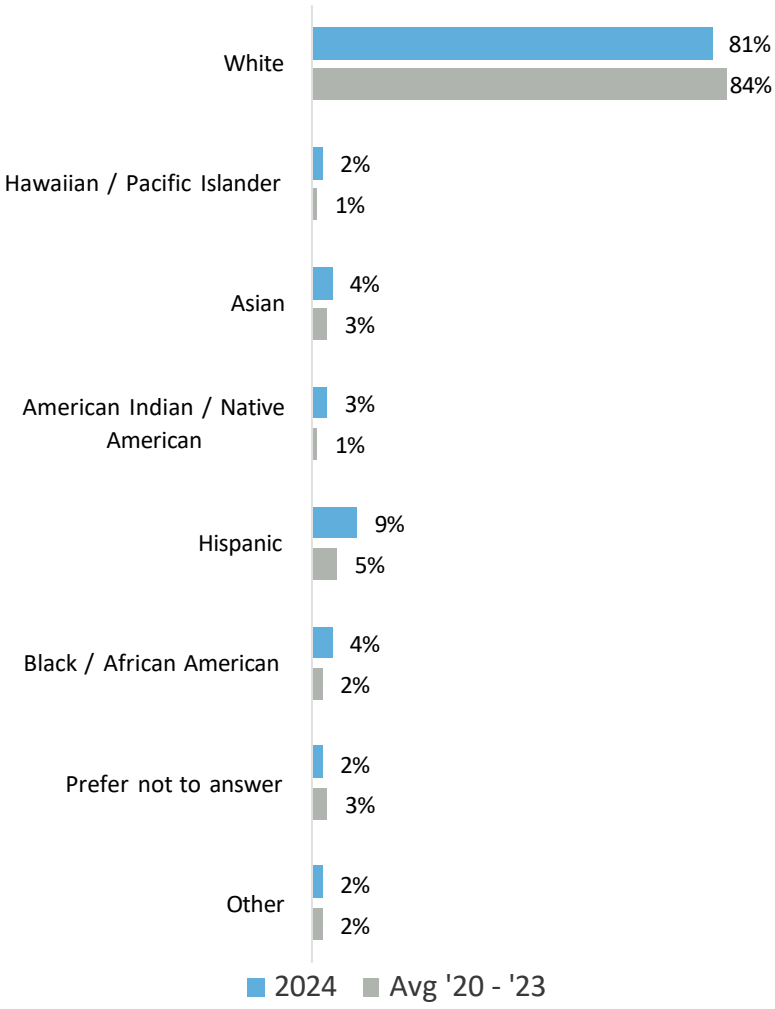
GENDER



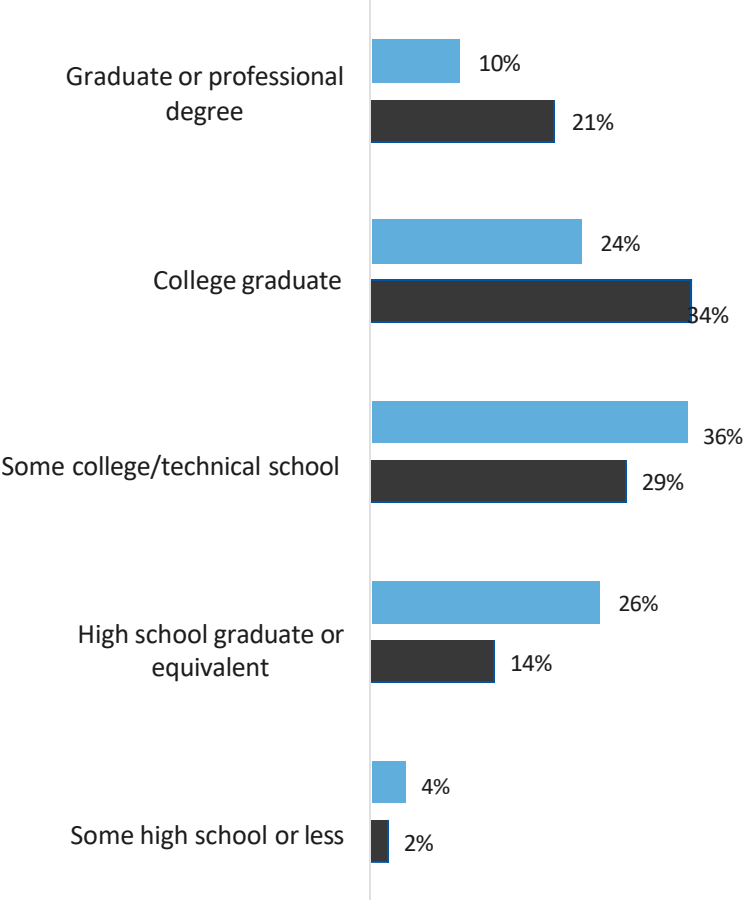
AGE



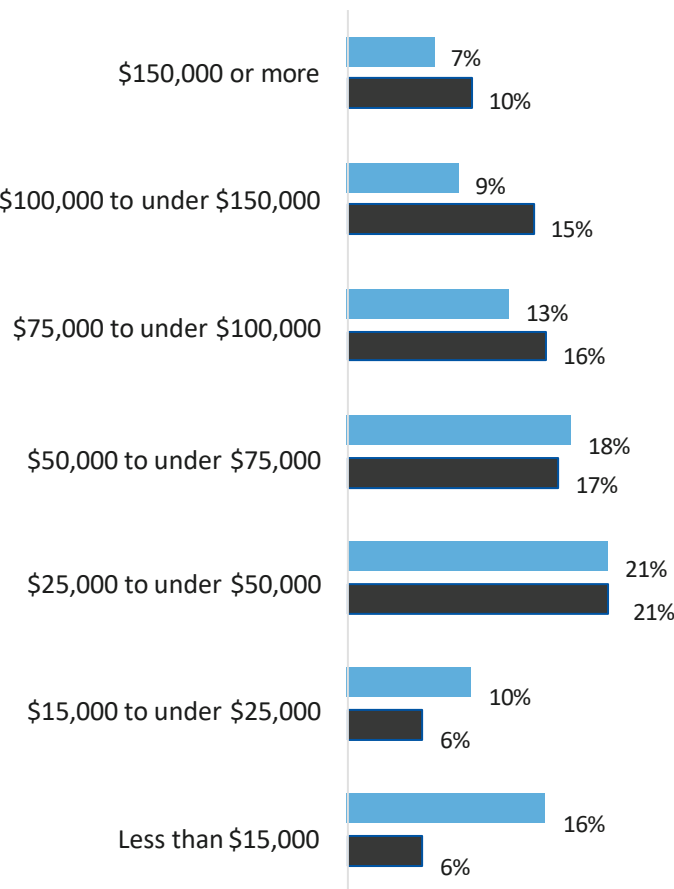
ETHNICITY



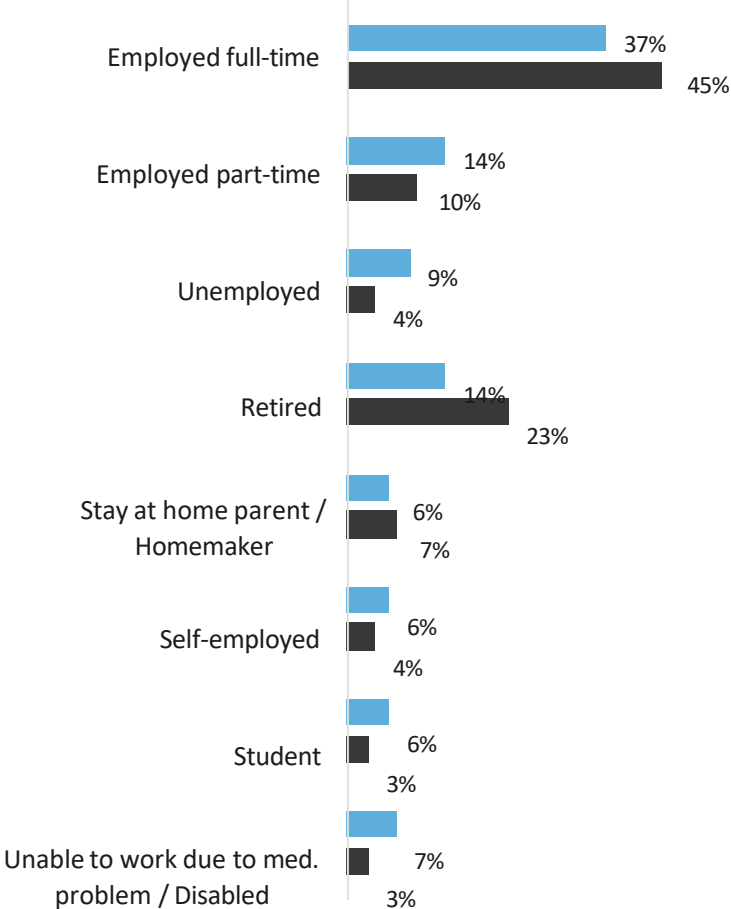
EDUCATION



HOUSEHOLD INCOME



EMPLOYMENT STATUS

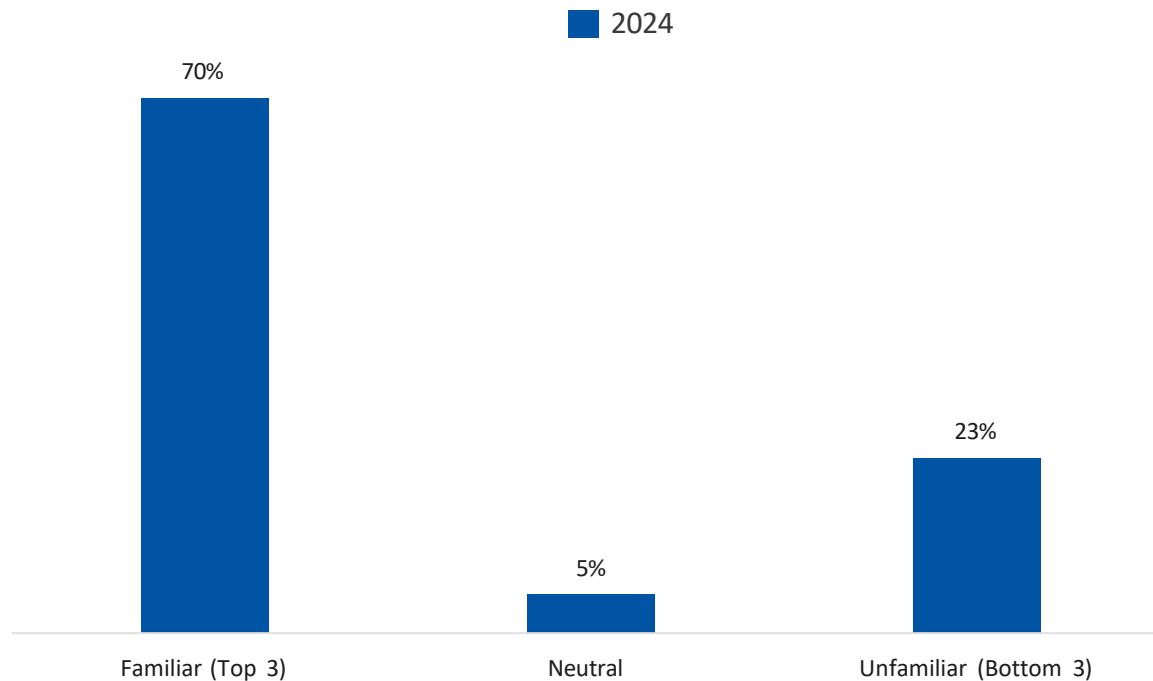


Familiarity with UTA is High

70% of Utahns are familiar with UTA, and many of those respondents associate it with their general transportation needs.

Awareness of UTA

% Selected, n = 601

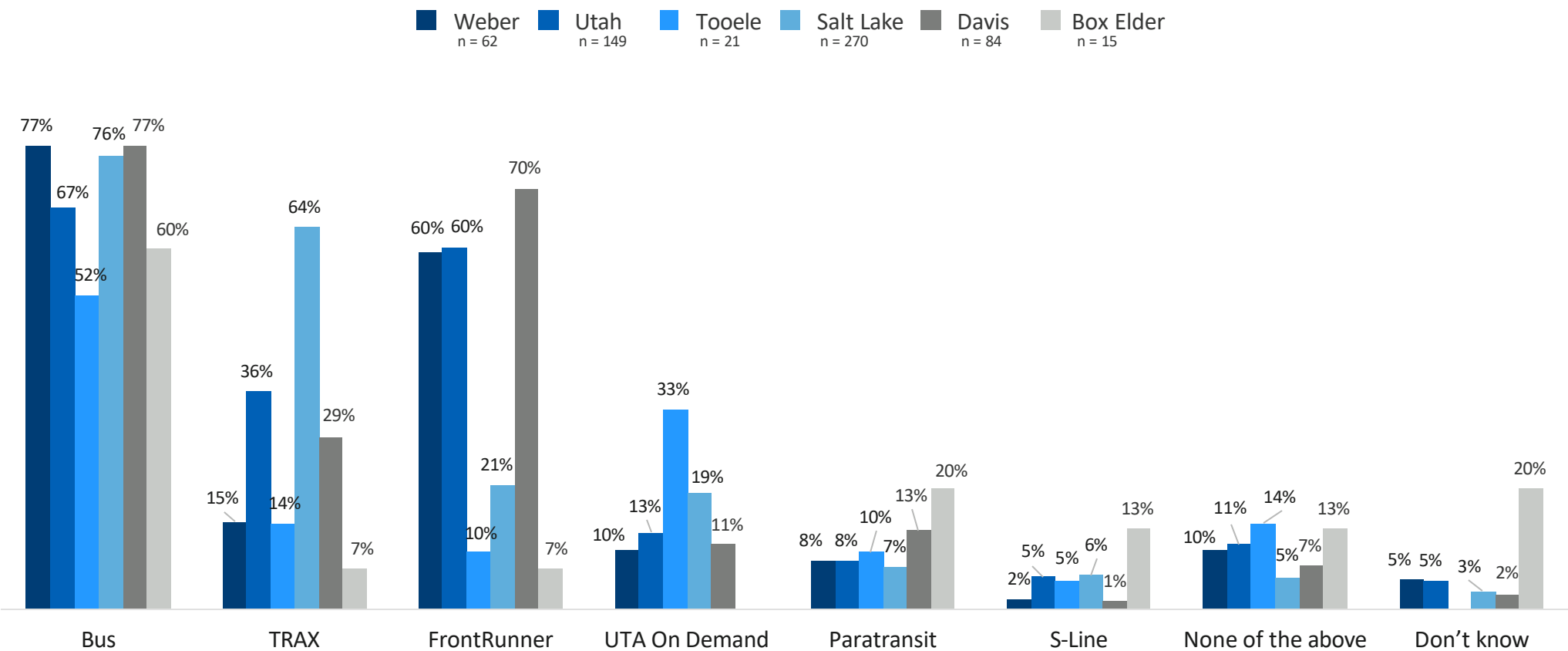


Availability of Mode Contributes to Awareness

Most residents in Weber and Utah counties report high awareness of UTA buses, whereas the TRAX and FrontRunner services are more accessible to those in Utah and Salt Lake county. Notably, a smaller percentage of respondents are aware of their proximity to Paratransit and S-Line, and UTA on Demand services.

Proximity to UTA Services

% Selected, n=601

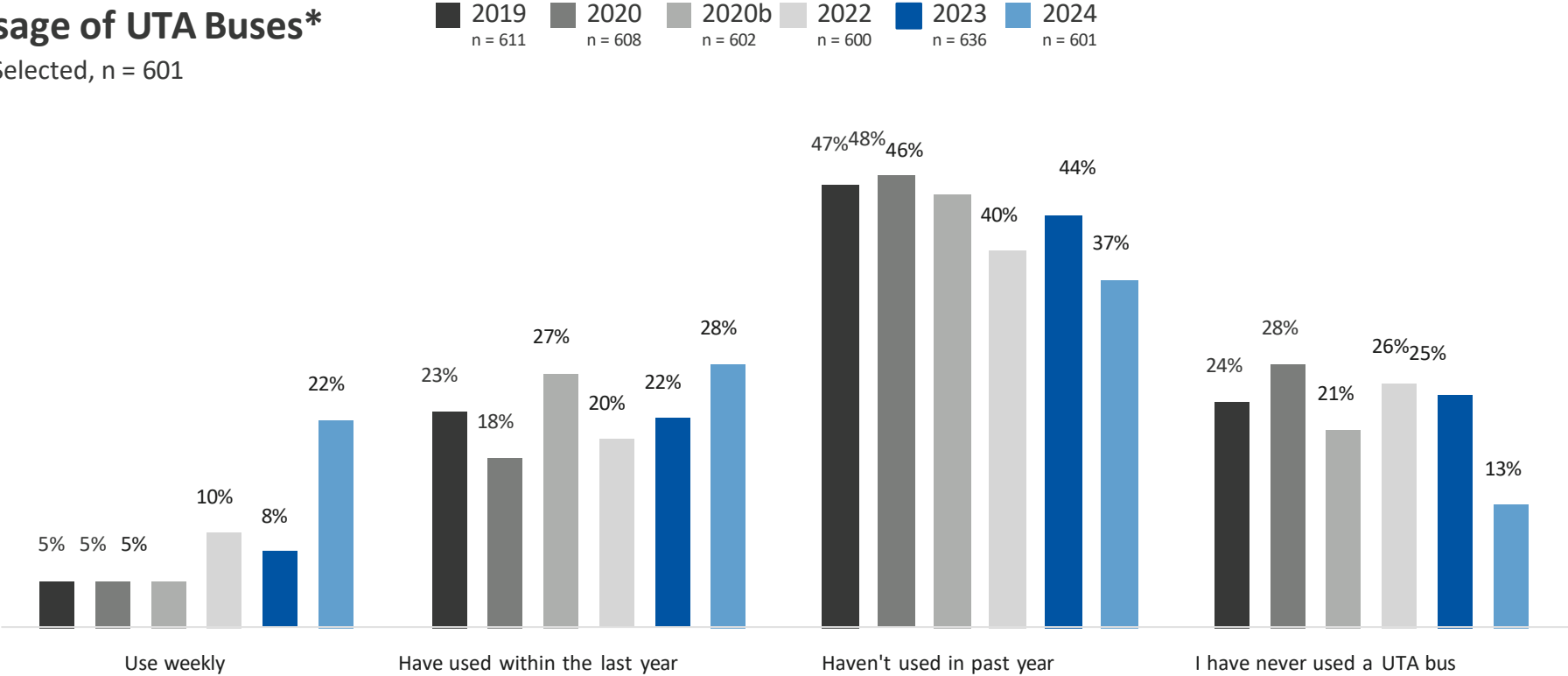


Weekly Frequency of Bus Ridership Up 14%

The number of Utahns using the bus weekly has increased significantly (14%) over the last year while the percentage of them who have never used a bus has declined by 12%.

Usage of UTA Buses*

% Selected, n = 601

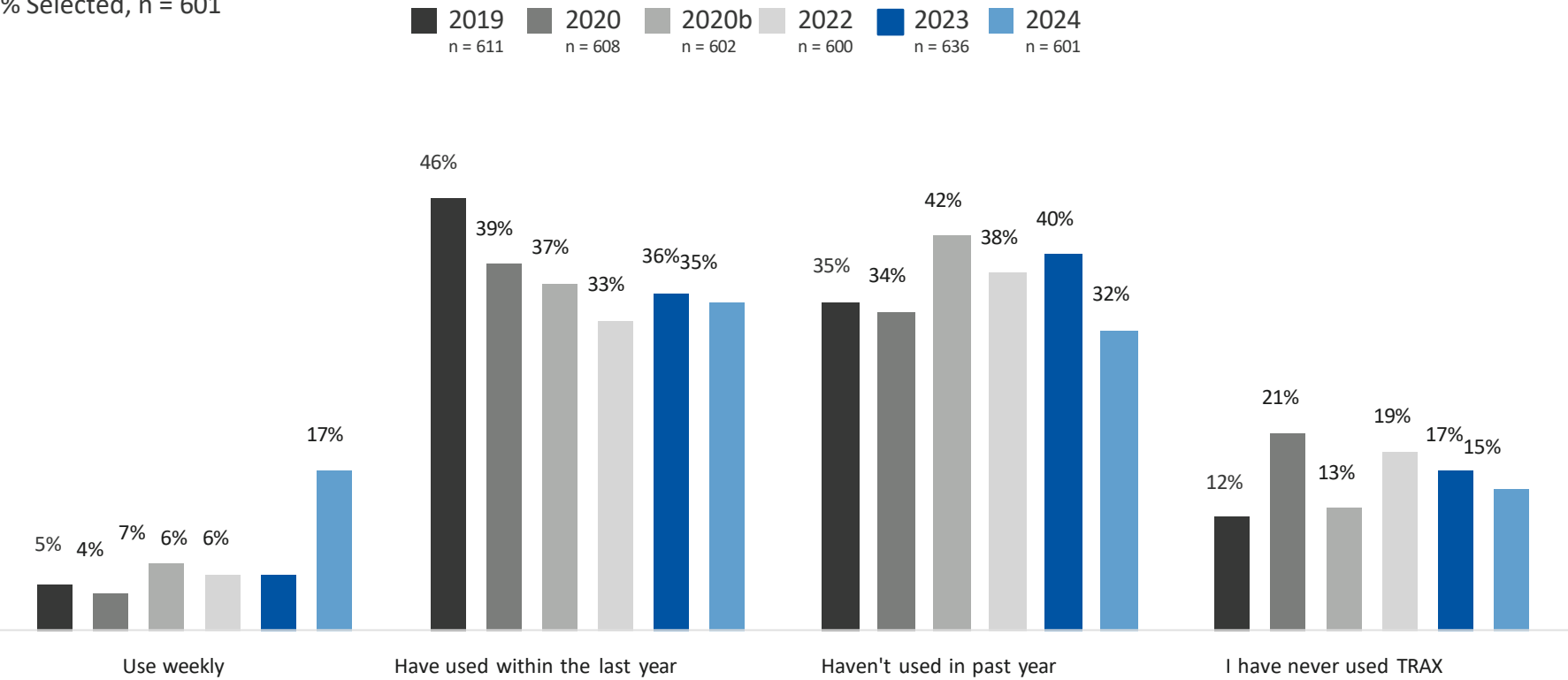


More Infrequent Riders Appear to Be Using TRAX

The number of Utahns who use the TRAX weekly has almost tripled from 6% to 17% over the past year; the number of riders who have not used TRAX within the last year has decreased by 8%, suggesting an overall increase in TRAX usage for non-riders.

Usage of TRAX*

% Selected, n = 601

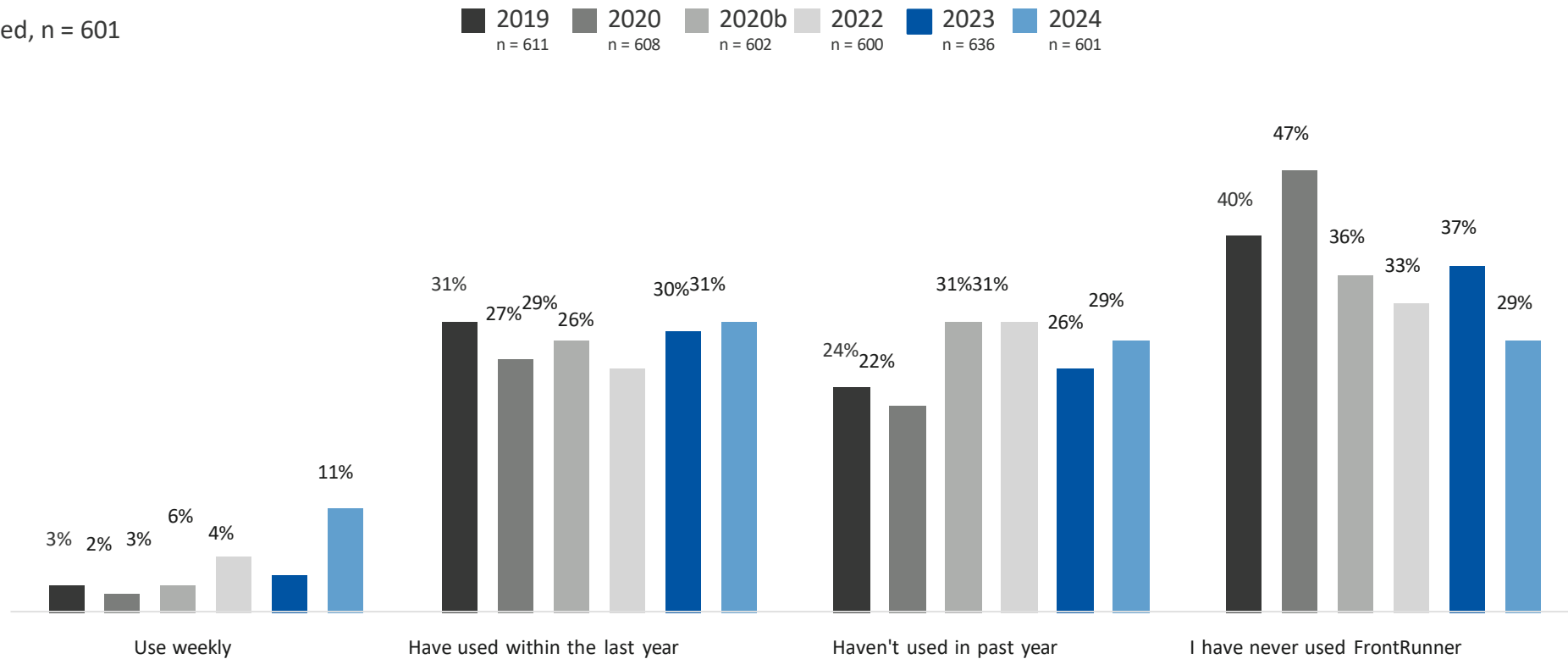


Weekly FrontRunner Use Nearly Triple

FrontRunner's weekly user base has expanded significantly, nearly tripling from 4% to 11% in recent years. Despite this growth, a substantial proportion of the population, nearly 60%, either have not used FrontRunner in the past year or not at all.

Usage of FrontRunner*

% Selected, n = 601

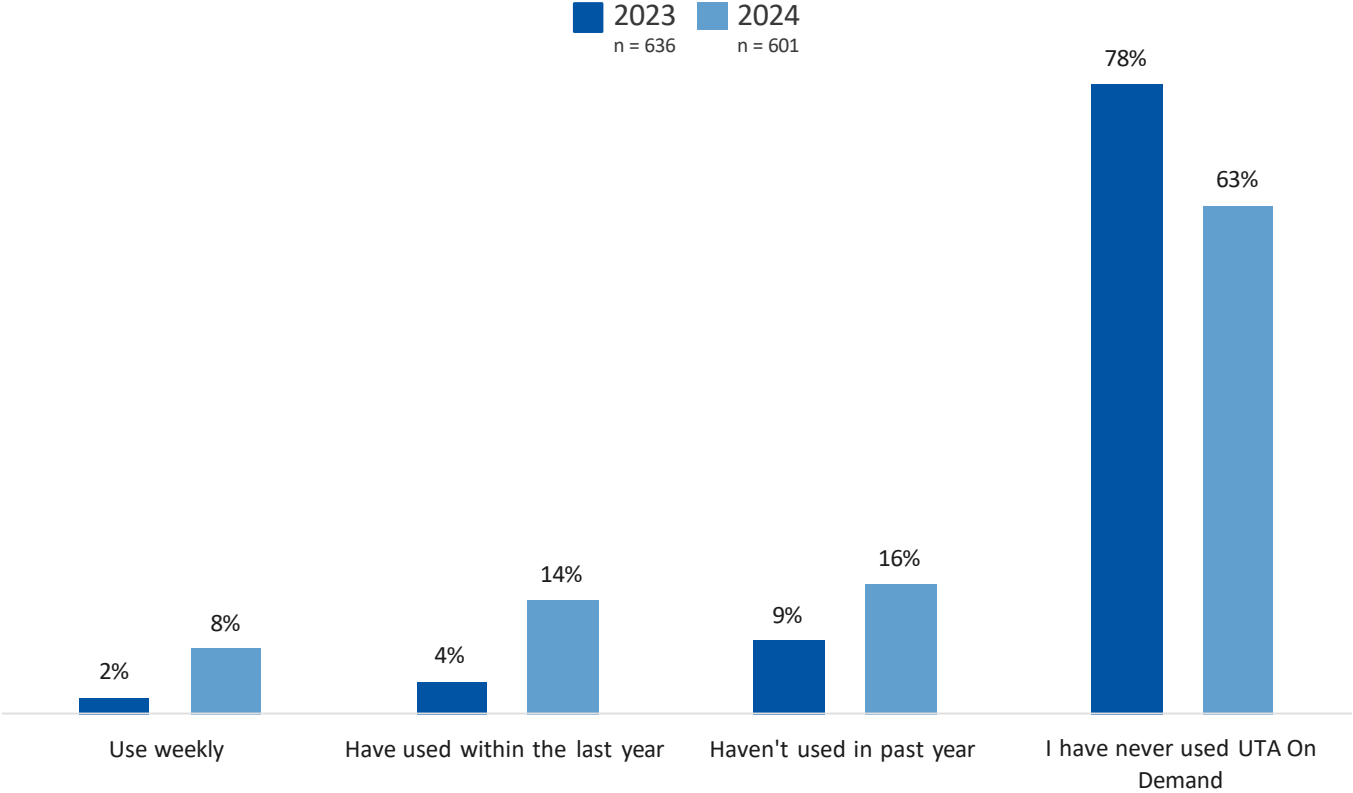


On Demand

There was significant increase in the weekly usage of UTA On Demand, which has quadrupled from 2% to 8%. Despite this growth, it is noteworthy that over 60% of Utahns have yet to use the service. This indicates a substantial opportunity for UTA to raise awareness and adoption of the On Demand service.

Usage of UTA On Demand*

% Selected, n = 601

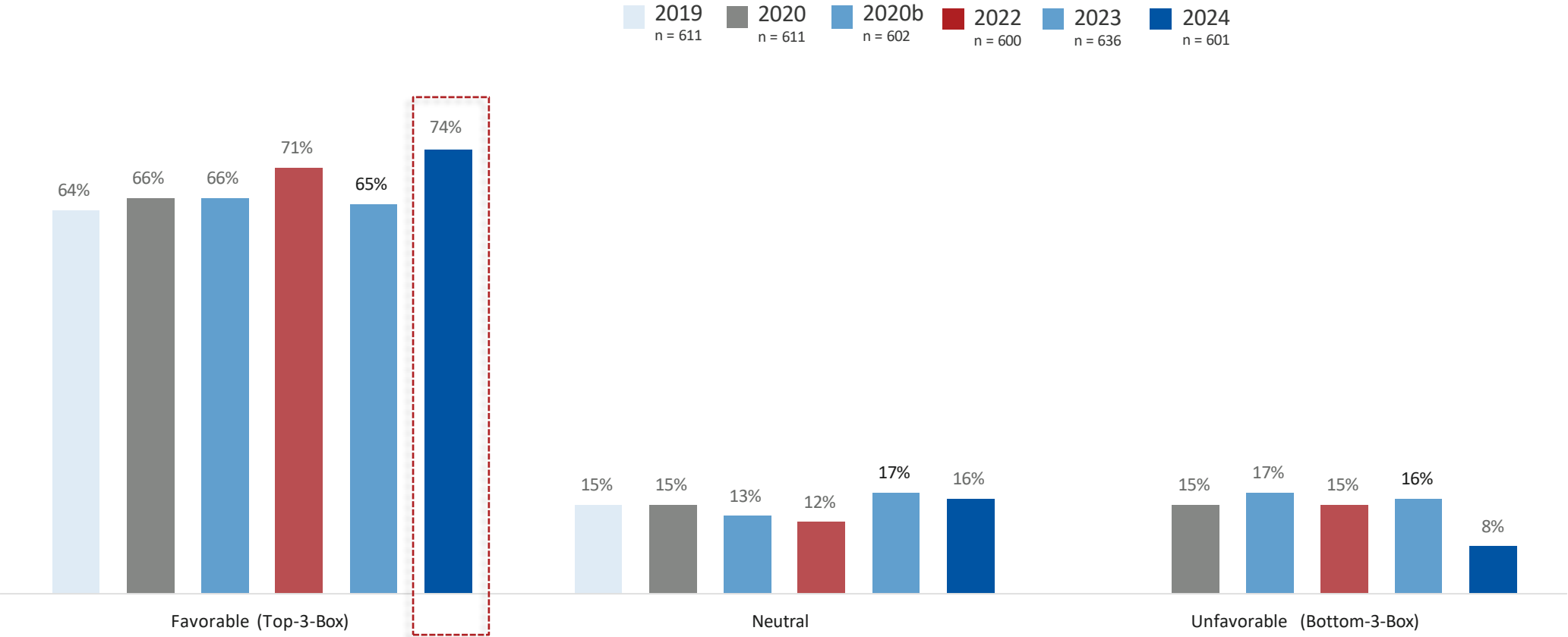


Utahns Hold Increasingly Favorable Views of UTA

From 2023 to 2024, the favorability toward UTA increased 9%. Additionally, there was an 8% drop in those reporting unfavorable views.

Favorability of UTA

% Top-3, % Middle-1, % Bottom-3

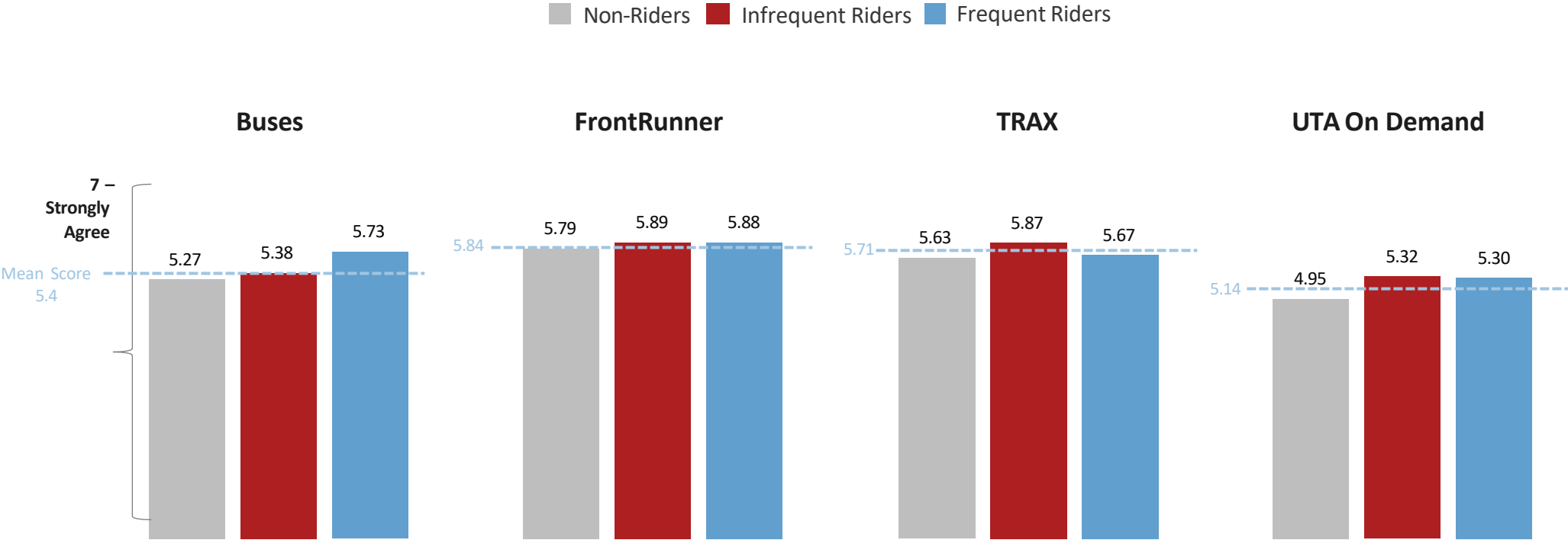


Frequent Riders Have More Positive Impressions of UTA Services

Most Utahns have a favorable impression of UTA services, regardless of riding frequency. In 2024, there were significant increases in the mean favorability of all services, with buses gaining nearly 1 point favorability on a 7-point Likert scale). This indicates positive momentum for future growth in positive perception across services.

Agreement with “I have a favorable impression of [UTA service].”

Mean Score, 7-point scale, 2024

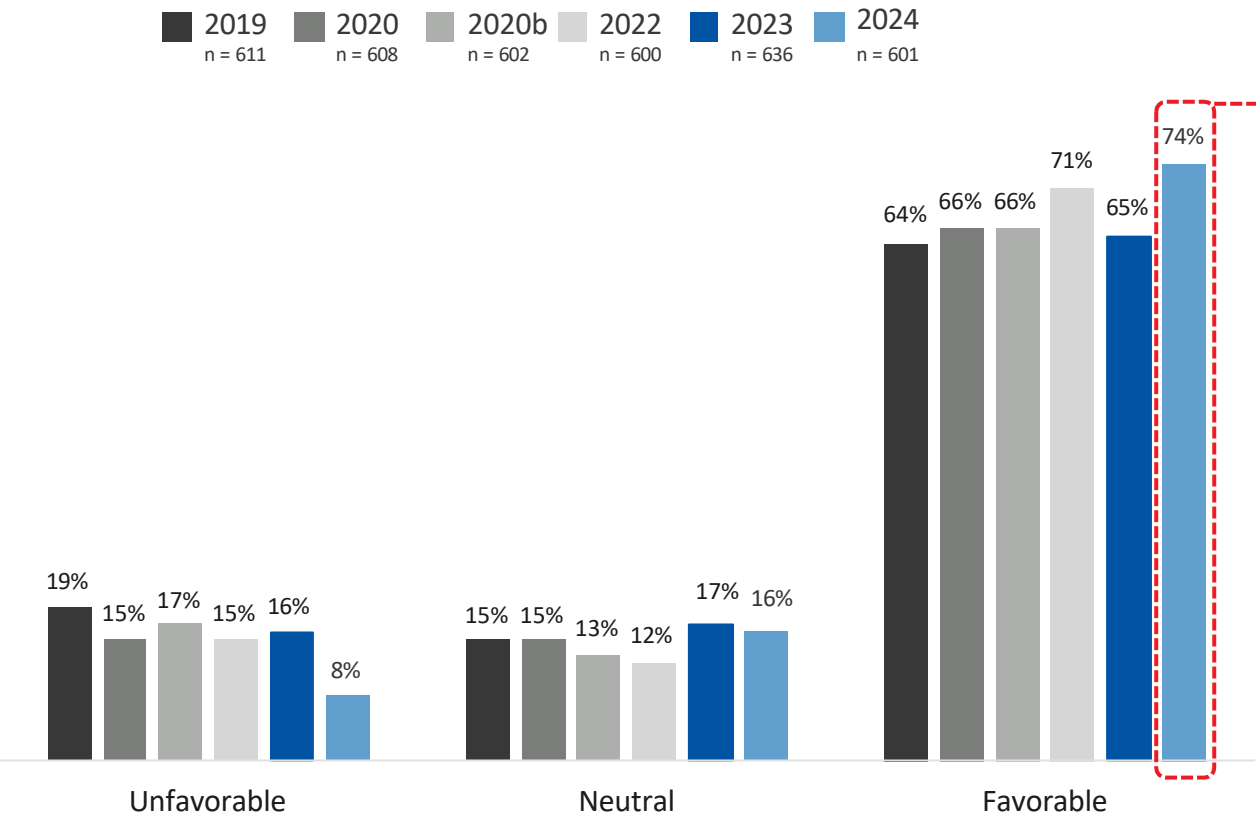


Favorability Above 70% Across All Counties Except Tooele

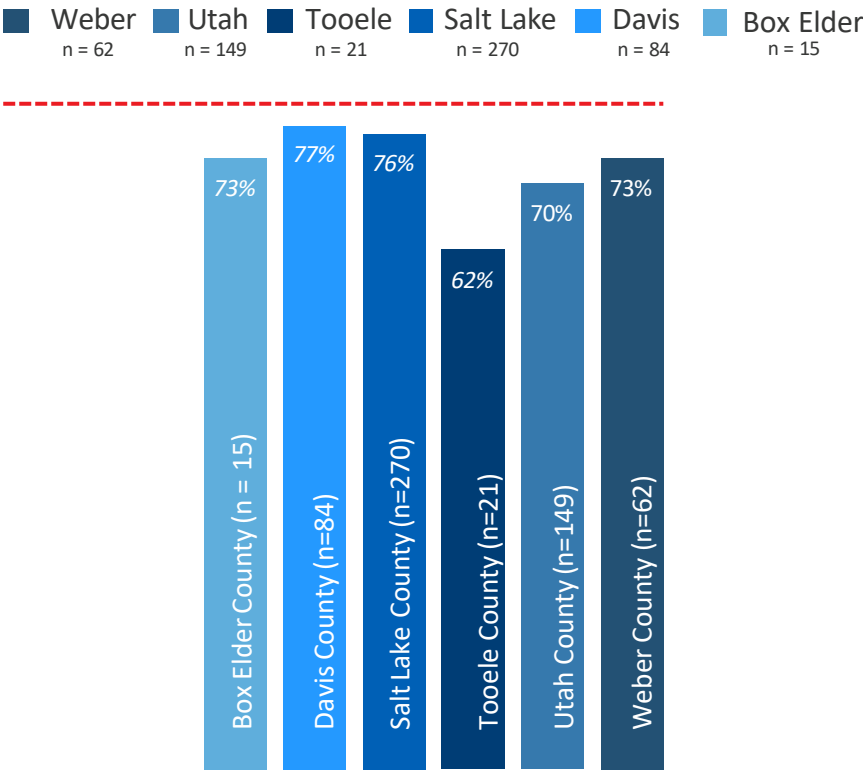
Over the past year, UTA's favorability has risen by approximately 9%, which is encouraging when considering the average favorability of the past 5 years. Davis and Salt Lake County residents view UTA most favorably at 77% and 76% respectively, while Tooele County has the lowest overall favorability at 62%.

Favorability of UTA

% Selected, Bottom-3, Middle-1, Top-3



Favorability by County

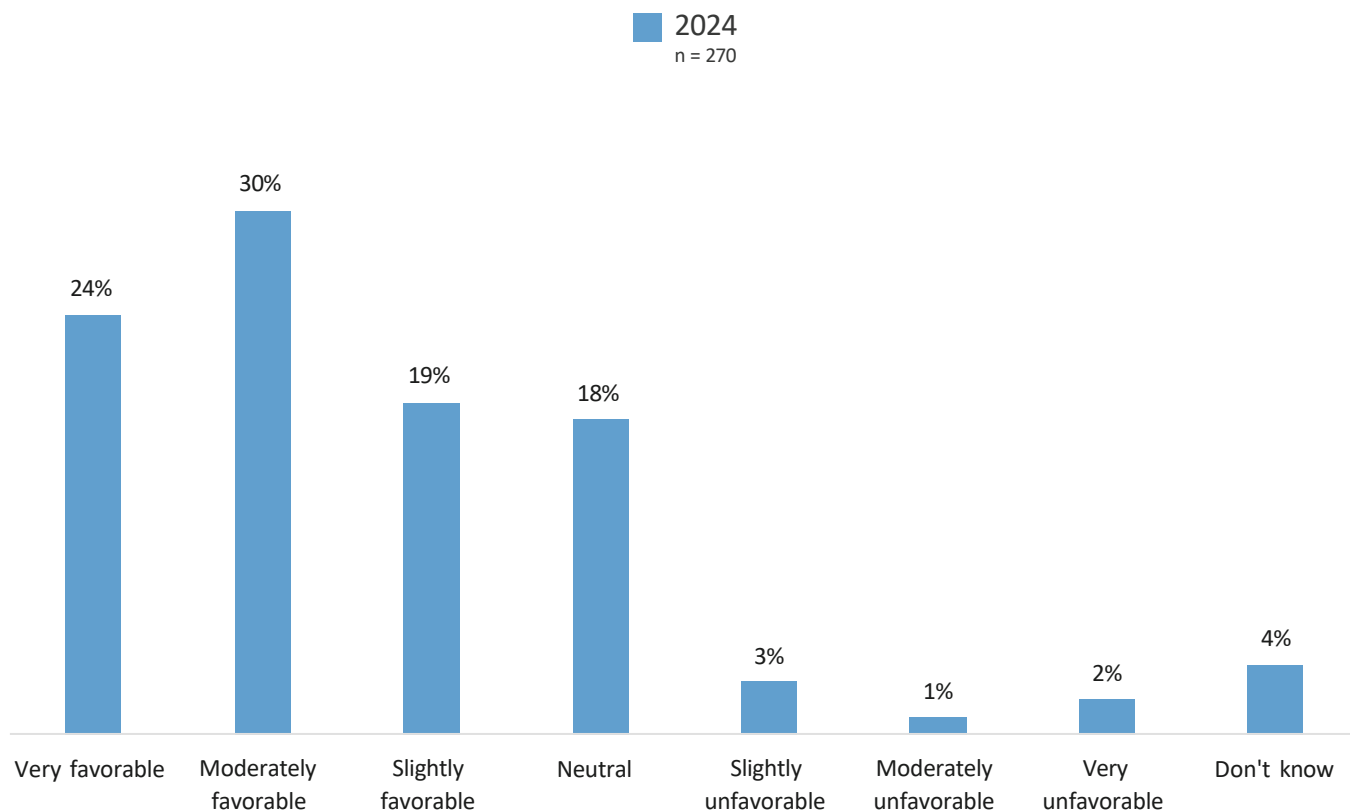


18-34-Year-Olds Mirrors Overall Favorability Score

Most 18-34-year-old Utahns, 73%, hold favorable views of UTA, appreciating the accessible transportation for those without cars and the overall positive experiences with the bus. However, the presence of other riders, particularly non-destination riders, on UTA services has been identified as a concern.

Perception of UTA, 18–34-year-olds

% Selected, n = 270

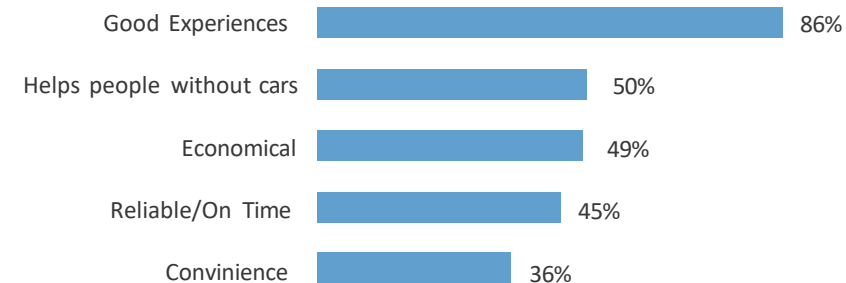


Favorable/unfavorable thoughts on UTA

Free responses answers

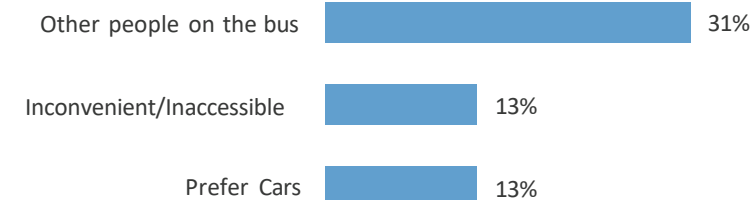
Favorable

n = 74



Unfavorable

n = 16

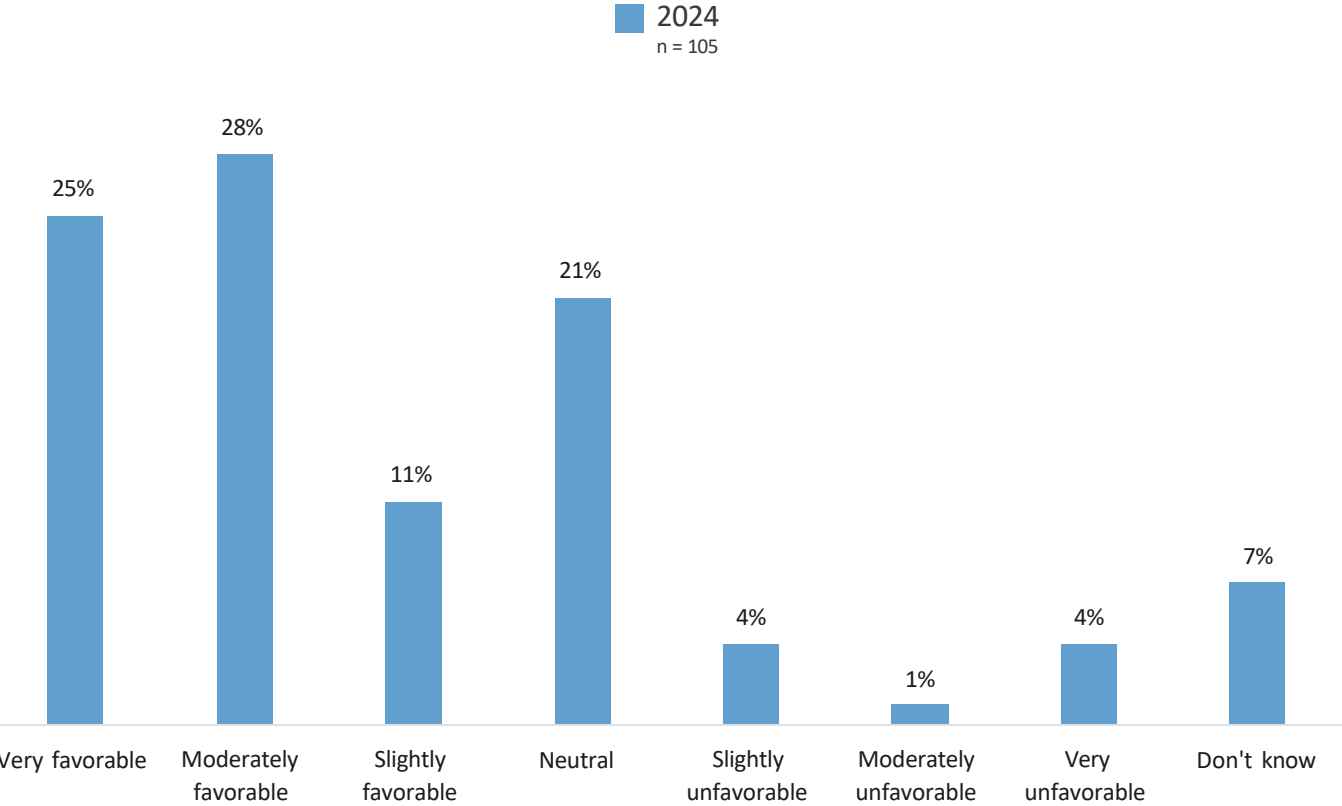


Opportunity to Improve BIPOC Favorability Score

64% of BIPOC Utahns hold favorable views of UTA, however, only 34% of them mentioned good experiences on the bus, which is significantly lower than other demographics. The presence of non-destination riders on UTA buses, as well as the treatment of riders by the drivers, are elevated concerns.

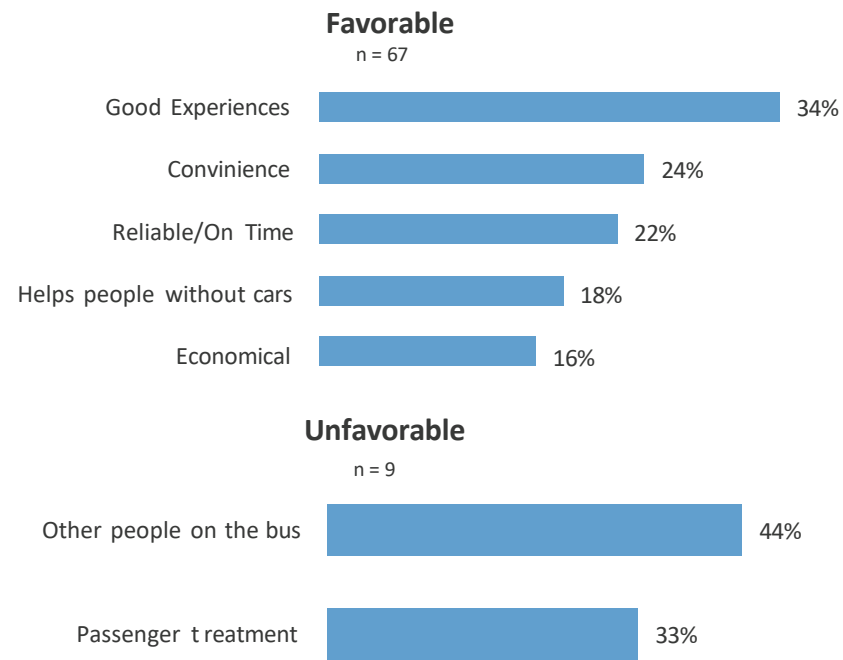
Perception of UTA, BIPOC

% Selected, n = 105



Favorable/unfavorable thoughts on UTA

Free responses answers

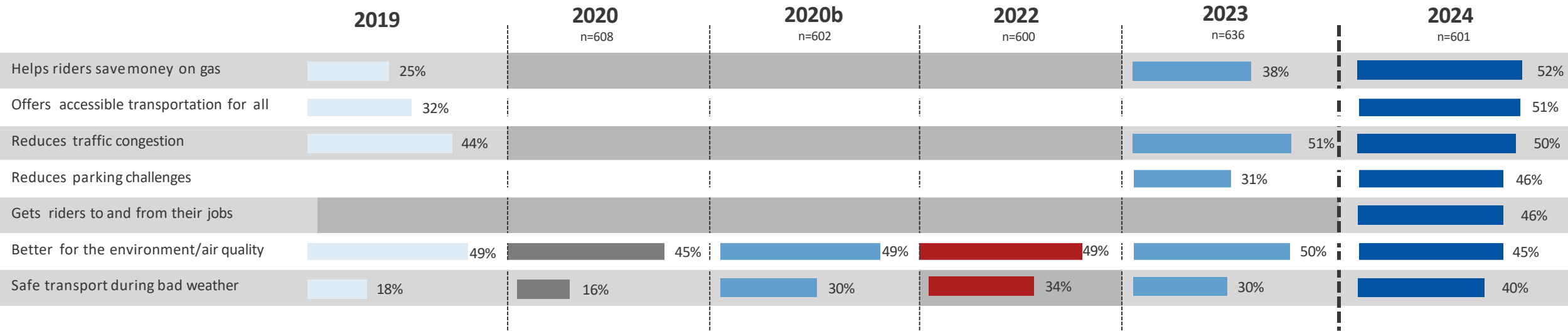


2024 Saw an Increase in Perceived Benefits of Public Transportation

Respondents report many benefits of public transportation: 14% increase in “helping riders save gas”; 15% increase in “reducing parking challenges”; and 10% increase in providing “safe transportation during bad weather.”

Benefits of a Good Public Transit System

% Mentioned



“We Move You”
2023 Brand
Campaign
Messaging:



Gas Savings
14% Increase YoY



Reduces Parking Hassles
15% Increase YoY

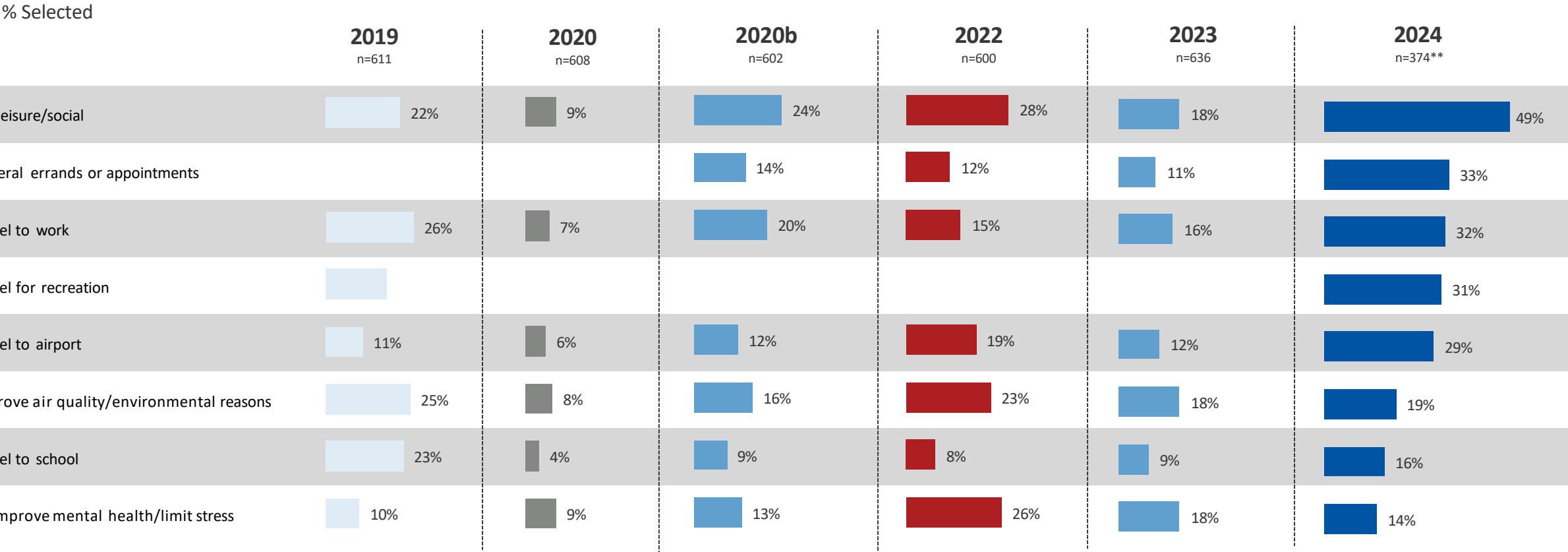


Reducing Car Expenses

Many Continue to Use Public Transportation for Leisure/Social

Utahns' usage of public transit for social activities such as shopping and dining has increased. The tripling of Utahns using UTA for general transport needs, from 11% to 33%, suggests a significant change in the attitude of Utahns toward public transportation.

Reasons for Using UTA (Riders)



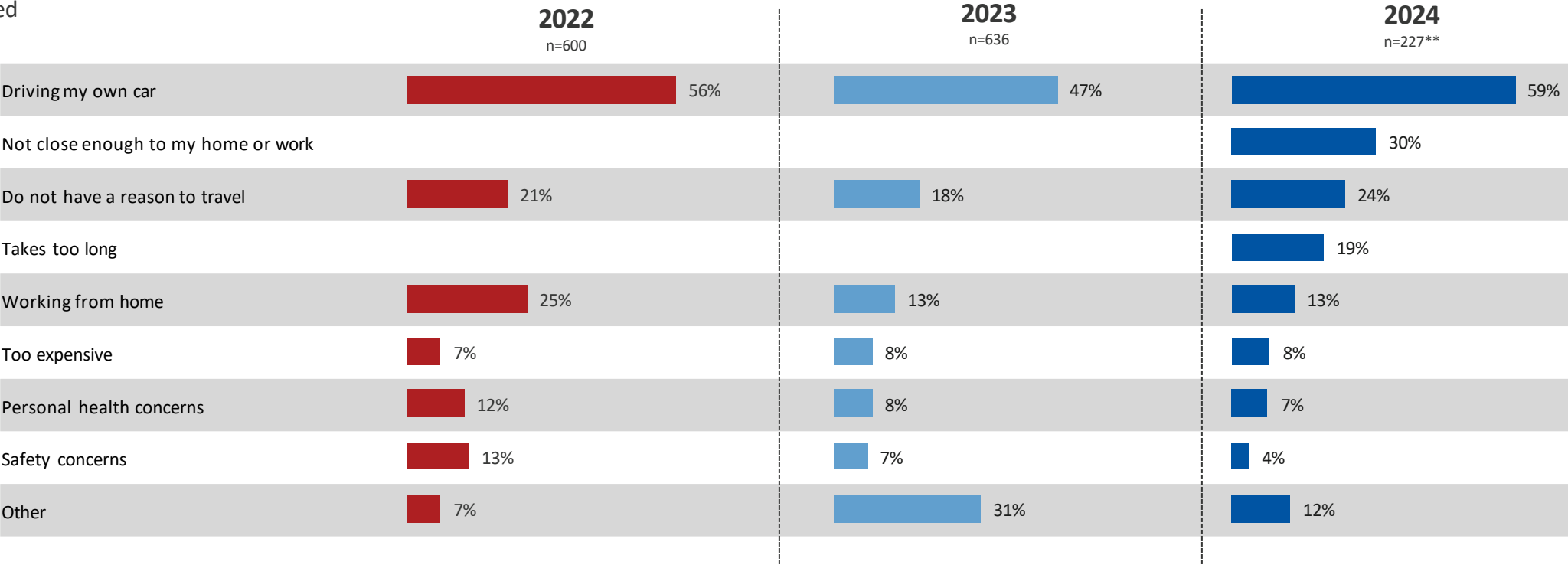
**Note: In 2024, this question was asked to only those respondents who reported that they are riders of UTA.

Personal Car Ownership Remains Top Barrier to Riding

Driving a car is the most common reason why Utahns don't use public transportation frequently; following closely is the lack of stops and routes close to their residences and workplaces.

Barriers to Using UTA (Non-riders)

% Selected



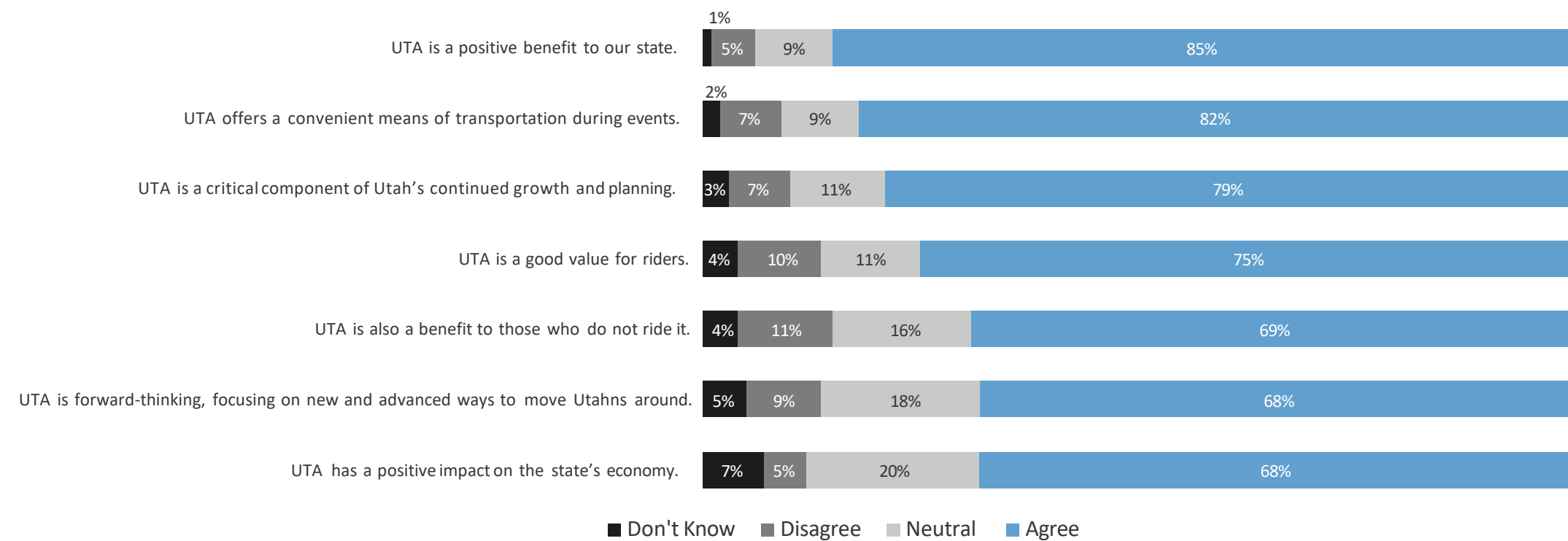
Note: In 2024, this question was asked to only those respondents who reported that they are **not riders of UTA.

Utahns Generally Believe UTA is of Great Value to the State

Overwhelmingly, respondents report great benefit of UTA to Utah (85%), that UTA is convenient to get to events (82%), and that UTA is a critical component of Utah’s continued growth and planning (79%).

Perceived Value of UTA

% Mentioned, Bottom-3, Middle-1, Top-3, n = 601



Top Benefits Vary By County

Box Elder prioritizes accessible transportation, while Davis and Tooele emphasize reducing traffic congestion. Salt Lake values environmental quality, and Utah and Weber focus on savings on gas.

Benefits to Utah of a Good Public Transit System

Top 3, % Selected

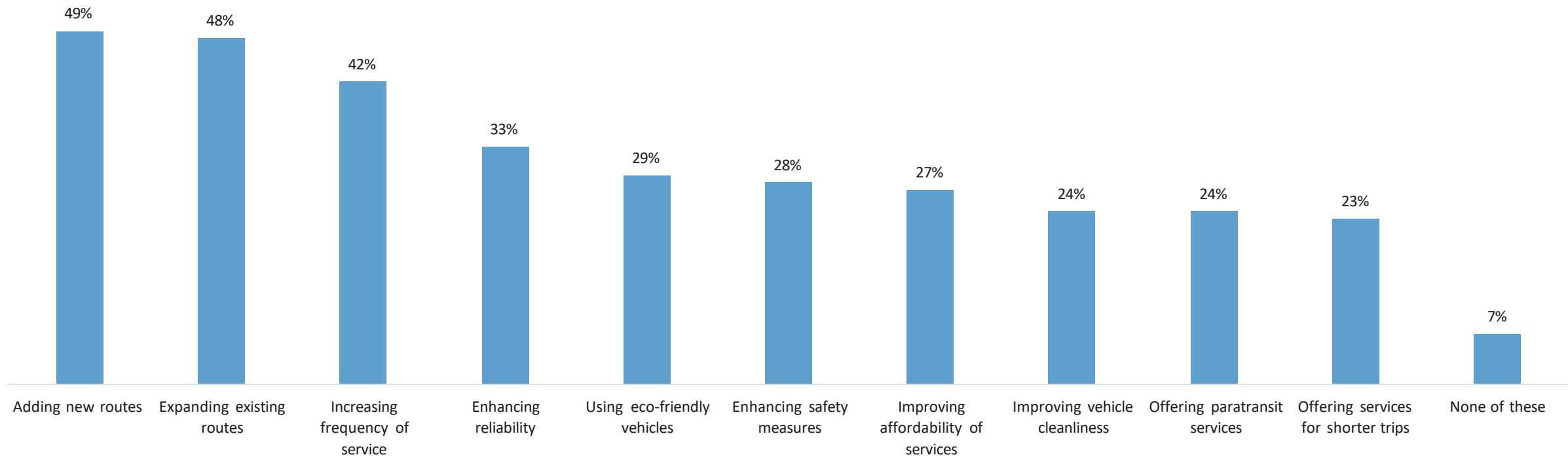
	Box Elder County n = 15	Davis County n = 84	Salt Lake County n = 270	Tooele County n = 21	Utah County n = 149	Weber County n = 62
1	Offers accessible transportation for all (73%)	Reduces traffic congestion (55%)	Better for the environment/air quality (53%)	Reduces traffic congestion (57%)	Helps riders save money on gas (62%)	Gets riders to and from their jobs (56%)
2	Helps riders save money on gas (60%)	Gets riders to and from their jobs (53%)	Offers accessible transportation for all (53%)	Gets riders to and from their jobs (48%)	Reduces traffic congestion (54%)	Offers accessible transportation for all (47%)
3	Gets riders to and from their jobs (53%)	Helps riders save money on gas (48%)	Helps riders save money on gas (51%)	Offers accessible transportation for all (43%)	Offers accessible transportation for all (50%)	Helps riders save money on gas (45%)

Adding and Expanding Routes Ranks Highest For Noticed Improvements

Utahns appreciate the effort put in by UTA to add new routes and expand existing routes with 49% and 48% of them choosing the options, respectively. The improvements to offering services for shorter trips and improving vehicle cleanliness were among lowest in terms of perceived improvements.

Thoughts about improvements made by the UTA

% Selected, n = 601

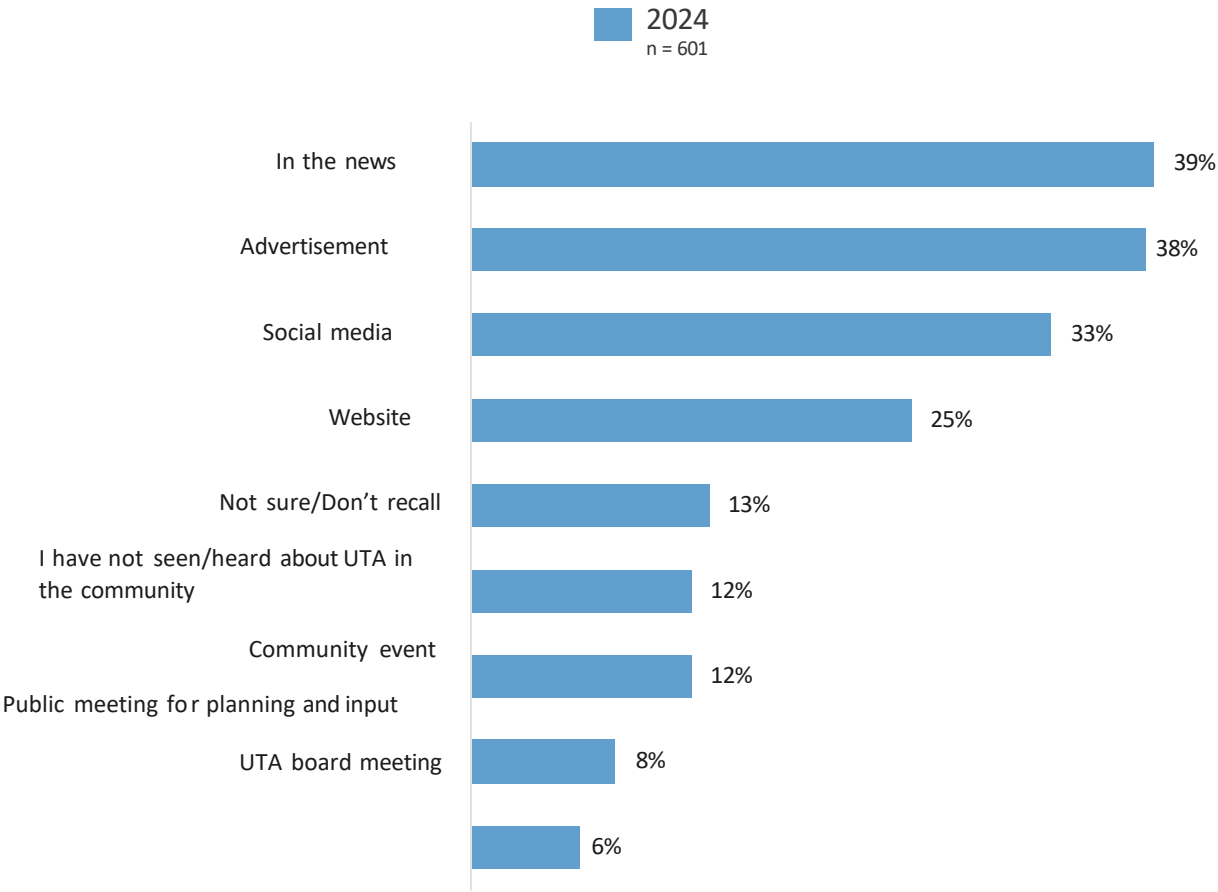


Survey Results | Awareness

News outlets and advertisements are the primary sources of UTA information for Utahns, as indicated by 39% and 38% respectively in 2024.

Sources of UTA Information

% Selected



Key Takeaways

1

Utahns continue to grow more familiar and more favorable toward UTA and its services, regardless of ridership. Buses show significant growth in favorability compared to 2023.

3

Utahns are increasingly seeing the benefits of public transportation and UTA. More are riding for leisure and infrequent uses.

4

There remains an opportunity to communicate the benefits of UTA for non-riders. With survey questions aligned with on-board and rider survey efforts, this survey could be a non-rider evaluation.

5

Utahns agree that UTA is a value to the state and benefits Utah's continued growth. Specifically, the community-centered benefits (e.g., accessible transportation) are of great value to Utahns.

6

More education and awareness of UTA's economic impact and use of public funds could help Utahns who are indifferent or negative to these measures.

Opportunity to improve rider perception among BIPOC individuals and target marketing messages in geographic locations.