Utah Transit Authority

Board of Trustees

REGULAR MEETING AGENDA

669 West 200 South
Salt Lake City, UT 84101

Wednesday, November 30, 2022 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**	Jay Fox
4.	**Public Comment**	Chair Carlton Christensen
5.	**Consent**	Chair Carlton Christensen
	a. Approval of November 09, 2022 Board Meeting Minutes	
6.	**Reports**	
	a. Executive Director's Report	Jay Fox
	b. UTA Community Advisory Committee Report	Megan Waters Cristobal Villegas
7.	**Contracts, Disbursements and Grants**	
	a. Contract: Task Ordering Agreement for TOD Station Area Planning Consultant Pool E (Alta Planning and Design, Inc.)	Jordan Swain
	b. Contract: Task Ordering Agreement for TOD Station Area Planning Consultant Pool A (Crandall Arambula)	Jordan Swain
	c. Contract: Task Ordering Agreement for TOD Station Area Planning Consultant Pool E (Fehr & Peers)	Jordan Swain
	d. Contract: Task Ordering Agreement for TOD Station Area Planning Consultant Pools A and G (GSBS PC)	Jordan Swain

e.	Contract: Task Ordering Agreement for TOD Station Area Planning Consultant Pool B (Kimley Horn and Associates, Inc.)	Jordan Swain
f.	Contract: Task Ordering Agreement for TOD Station Area Planning Consultant Pool G (Leland Consulting Group, Inc.)	Jordan Swain
g.	Contract: Task Ordering Agreement for TOD Station Area Planning Consultant Pool C (Makers Architecture and Urban Design)	Jordan Swain
h.	Contract: Task Ordering Agreement for TOD Station Area Planning Consultant Pool A (Moore Iaconfano Goltsman Inc.)	Jordan Swain
i.	Contract: Task Ordering Agreement for TOD Station Area Planning Consultant Pool A (Urban Design Associates, Ltd.)	Jordan Swain
j.	Contract: Task Ordering Agreement for TOD Station Area Planning Consultant Pools A and C (Voda Landscape + Planning)	Jordan Swain
k.	Contract: Task Ordering Agreement for TOD Station Area Planning Consultant Pool E (Walker Consultants, Inc.)	Jordan Swain
l.	Contract: Task Ordering Agreement for TOD Station Area Planning Consultant Pool B (Wall Consultant Group)	Jordan Swain
m.	Contract: Task Ordering Agreement for TOD Station Area Planning Consultant Pools D and G (Zions Public Finance Inc.)	Jordan Swain
n.	Contract: Funding Agreement for Orange Street End-of-Line Construction Project (Salt Lake City Corporation)	Jaron Robertson David Hancock Julianne Sabula
o.	Contract: Funding Agreement for 200 South Transit Corridor Construction Project (Salt Lake City Corporation)	Jaron Robertson David Hancock Julianne Sabula
p.	Contract: Customer Relationship Management (CRM) Software for Customer Service (Verint Americas Inc.)	Nichol Bourdeaux Kyle Brimley Cindy Medford

	q.	Change Order: On-Call Systems Maintenance Task Order #23-003 - 2023 General Engineering and Maintenance (Rocky Mountain Systems Services)	Jared Scarbrough
	r.	Change Order: On-Call Systems Maintenance Task Order #23-007 - 2023 Stray Current Mitigation (Rocky Mountain Systems Services)	Jared Scarbrough
	s.	Change Order: On-Call Systems Maintenance Task Order #22-036 - Track Driver eXtra (TDX) and Network Maintenance (Rocky Mountain Systems Services)	Jared Scarbrough
8.	**Service and Fare Approvals**		
	a.	Fare Agreement: Ski Salt Lake Super Pass - Amendment 1 (Visit Salt Lake)	Kensey Kunkel
9.	**Discussion Items**		
	a.	Future of Light Rail Study	Alex Beim
10.	**Other Business**		Chair Carlton Christensen
	a.	Next Meeting: Wednesday, December 7th, 2022 at 9:00 a.m.	
11.	**Closed Session**		Chair Carlton Christensen
	a.	Strategy to Discuss Pending or Reasonably Imminent Litigation	
12.	**Open Session**		Chair Carlton Christensen
13.	**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.
- 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.
- Meeting proceedings may be viewed remotely by following the meeting portal link on the UTA Board Meetings page - https://www.rideuta.com/Board-of-Trustees/Meetings
- In the event of technical difficulties with the remote 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.
- Public Comment may also be given through alternate means. See instructions below.
    - Comment online at https://www.rideuta.com/Board-of-Trustees
    - Comment via email at boardoftrustees@rideuta.com
    - Comment by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – specify that your comment is for the board meeting.
    - Comments submitted before 2:00 p.m. on Tuesday, November 29th will be distributed to board members prior to the meeting.
- Motions, including final actions, may be taken in relation to any topic listed on the agenda.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 11/30/2022

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

TITLE:

Approval of November 09, 2022 Board Meeting Minutes

AGENDA ITEM TYPE:
Minutes

RECOMMENDATION:
Approve the minutes of the November 09, 2022, 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 November 09, 2022 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/792219.html> and video feed is available through the UTA Board Meetings page <https://rideuta.com/Board-of-Trustees/Meetings>.

ATTACHMENTS:
1. 2022-11-09_BOT_Minutes_unapproved

Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Wednesday, November 9, 2022 **9:00 AM** **FrontLines Headquarters**

Present:	Chair Carlton Christensen
	Trustee Jeff Acerson
Excused:	Trustee Beth Holbrook

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 9:02 a.m.

2. Pledge of Allegiance

Attendees recited the Pledge of Allegiance.

3. Safety First Minute

Kim Shanklin, UTA Chief People Officer, delivered a brief safety message.

4. Public Comment

No online public comment was received for the meeting and no in person public comment was given during the meeting.

5. Oath of Office

a. Oath of Office: Trustee and Chair of the Board of Trustees of the Authority - Carlton Christensen

The oath of office was administered to Carlton Christensen.

Chair Christensen expressed appreciation to family, colleagues, and staff for their personal support and their dedication to UTA.

6. Consent

a. Approval of October 26, 2022, Board Meeting Minutes

A motion was made by Trustee Acerson, and seconded by Chair Christensen, to approve the

consent agenda. The motion carried by a unanimous vote.

7. Reports

a. Executive Director's Report

- **UTA Leadership Summit**
- **UTA Tribute - Salt Lake Business Unit - Sugar House Fire Relief**

Jay Fox, UTA Executive Director, mentioned the passing of two active UTA employees whose lives will be memorialized during a future board meeting.

UTA Leadership Summit

Mr. Fox reported on the UTA leadership summit that was held on November 1, 2022. During the summit, Mr. Fox spoke to UTA leaders about the success outcomes in the strategic plan that is currently being finalized.

Mr. Fox also recognized UTA staff members who organized the summit.

UTA Tribute - Salt Lake Business Unit - Sugar House Fire Relief

Mr. Fox was joined by Andres Colman, UTA Regional General Manager - Salt Lake Business Unit. Mr. Colman highlighted efforts made by staff members in the Salt Lake Business Unit to provide relief support to evacuees during a large fire in the Sugar House area of Salt Lake City on the evening of October 25, 2022.

Chair Christensen commended staff for their contributions.

b. Financial Report - September 2022

Brad Armstrong, UTA Director of Budget & Financial Strategy, was joined by Daniel Hofer, UTA Director of Capital Assets & Project Controls, and Troy Bingham, UTA Comptroller. Mr. Armstrong reviewed the financial dashboard, sales tax revenue, sales tax collections by county, passenger revenues, and operating financial results. Mr. Hofer discussed capital spending (including spending by project type) and highlighted the light rail seat replacement project.

Discussion ensued. Questions on utilities costs and interest on vehicle leases were posed by the board an answered by staff.

8. Resolutions

a. R2022-11-01 - Resolution Giving Notice and Setting Regular Meeting Dates for the Authority's Board of Trustees and Audit Committee for Calendar Year 2023

Chair Christensen described the resolution, which gives notice and sets the regular meeting dates for the UTA Board of Trustees and the Audit Committee in 2023.

A motion was made by Trustee Acerson, and seconded by Chair Christensen, that this

resolution be approved. The motion carried by the following vote:

Aye: Chair Christensen, and Trustee Acerson

Excused: Trustee Holbrook

b. R2022-11-02 - Resolution Adopting the 2023 Eco Pass Fare Structure of the Agency

Kensey Kunkel, UTA Manager - Business Development & Sales, summarized the resolution, which adopts the Eco Pass fare structure for 2023.

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

Aye: Chair Christensen, and Trustee Acerson

Excused: Trustee Holbrook

9. Contracts, Disbursements and Grants

a. Contract: TechLink Corridor Study (Horrocks Engineers, Inc.)

Patti Garver, UTA Manager - Environmental & Grant Services, requested the board approve a $1,399,918 contract with Horrocks Engineers, Inc. for the TechLink Corridor Study. The contract has a three-year base term with an option for two one-year extensions.

Discussion ensued. Questions on the local match and timeline for the study were posed by the board and answered by Ms. Garver.

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

b. Contract: Bus Stop Sign Poles for Visually Impaired (Zilla Corporation)

Marci Warren, UTA IT Project Manager, requested the board approve a $245,446 contract with Zilla Corporation for octagonal bus stop sign poles to assist in wayfinding for riders with visual impairments.

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

c. Contract: Employee Holiday Gift Card 2022 (Harmon City, Inc.)

Mr. Bingham requested the board approve a $352,350 contract with Harmon City, Inc. for holiday gift cards for UTA employees. Each employee will receive one gift card valued at $150.

Discussion ensued. Questions on the number of cards purchased and the negotiated discount were posed by the board and answered by Mr. Bingham.

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

d. Contract: Depot District Furniture (Henriksen Butler Design LLC)

David Osborn, UTA Project Manager III, requested the board approve a $869,000 contract with Henriksen Butler Design LLC for the provision and installation of office furniture at the Depot District Clean Fuels Technology Center.

Discussion ensued. Chair Christensen recommended purchasing a few supplemental pieces in anticipation of future needs.

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

e. Contract: Meadowbrook Building 3 Restroom Remodel (Slider Construction, Inc.)

Jared Scarbrough, UTA Director of Capital Construction, was joined by Jacob Wouden, UTA Project Manager I. Mr. Wouden requested the board approve a $396,408 contract with Slider Construction, Inc. for a remodel of the Meadowbrook Building 3 restroom/locker rooms.

Discussion ensued. A question on ancillary facilities available during construction was posed by the board and answered by Mr. Wouden.

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

f. Change Order: On-Call Systems Maintenance Task Order #035 - Fiberoptic Infrastructure HDPE Micro-Duct (Rocky Mountain Systems Services)

Mr. Scarbrough requested the board approve a $582,132 change order to the contract with Rocky Mountain Systems Services for the procurement of HDPE micro-duct and networking equipment for fiberoptic upgrades to segments along the TRAX Blue and Red lines. The total contract, including the change order, is $11,378,327.

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

g. Change Order: On-Call Systems Maintenance Task Order #23-001 - 2023 Personnel (Rocky Mountain Systems Services)

Mr. Scarbrough requested the board approve a $939,877 change order to the contract with Rocky Mountain Systems Services for the services of three full-time contract employees to provide systems engineering and maintenance support in 2023. The contract employees include a project manager, project engineer, and field engineer. The total contract, including the change order, is $12,318,204.

Discussion ensued. A question on the technical expertise of the contracted employees was posed by the board and answered by Mr. Scarbrough.

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

h. Pre-Procurements

- **Transit Ambassador Program**
- **Maintenance oil, lubricants, and fluids**

Todd Mills, UTA Director of Supply Chain, was joined by Megan Waters, UTA Community Engagement Director. Mr. Mills indicated the agency intends to procure the goods and services listed on the meeting agenda.

Discussion ensued. A question on the types of entities that may be interested in submitting a proposal on the transit ambassador program was posed by the board and answered by Ms. Waters.

10. Budget and Other Approvals

a. TBA2022-11-01 - Technical Budget Adjustment for 2022 Capital Budget

Bill Greene, UTA Chief Financial Officer, was joined by Mr. Hofer. Mr. Hofer summarized the technical budget adjustment to the 2022 capital budget. The adjustment transfers $255,000 from the capital contingency fund to the positive train control project. The move reduces the capital contingency from $2,216,000 to $1,961,000.

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

b. UTA Policy - UTA.01.07 - Equal Employment Opportunity

Kenya Fail, UTA Manager of Civil Rights Compliance, reviewed updates to the equal employment opportunity policy.

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

11. Other Business

a. Next Meeting: Wednesday, November 30th, 2022 at 9:00 a.m.

12. Closed Session

a. Strategy Session to Discuss Collective Bargaining

Chair Christensen indicated there were matters to be discussed in closed session relative to collective bargaining. A motion was made by Trustee Acerson, and seconded by Chair Christensen, for a closed session. The motion carried by a unanimous vote.

Chair Christensen called for a recess at 10:18 a.m.

The meeting reconvened in closed session at 10:29 a.m.

13. Open Session

A motion was made by Trustee Acerson, and seconded by Chair Christensen, to return to open session. The motion carried by a unanimous vote and the meeting resumed in open session at 11:02 a.m.

14. Adjourn

A motion was made by Trustee Acerson, and seconded by Chair Christensen, to adjourn the meeting. The motion carried by a unanimous vote and the meeting adjourned at 11:02 a.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, audio, or video located at <https://www.utah.gov/pmn/sitemap/notice/792219.html> for entire content.

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

Approved Date:

_____

Carlton J. Christensen
Chair, Board of Trustees

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 11/30/2022

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

TITLE:

Executive Director's Report

AGENDA ITEM TYPE:
Report

RECOMMENDATION:
Informational report for discussion

DISCUSSION:
Jay Fox, Executive Director, will report on recent activities of the agency and other items of interest.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 11/30/2022

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Nichol Bourdeaux, Chief Planning and Engagement Officer
PRESENTER(S):	Megan Waters, Community Engagement Director Cristobal Villegas, Community Engagement Specialist

TITLE:

UTA Community Advisory Committee Report

AGENDA ITEM TYPE:
Report

RECOMMENDATION:
Informational item for discussion

BACKGROUND:
UTA's Community Advisory Committee (CAC) has been in place since 2017 and has evolved over the past years. UTA's Community Engagement Department supports the functioning of the CAC and engages CAC members in discussions around key topics at UTA on a quarterly basis, in addition to optional subcommittee engagement.

DISCUSSION:
The UTA Community Advisory Committee (CAC) meets four times annually. Meetings generally consist of a welcome, board update, other UTA updates, and member roundtable. There are also optional subcommittee meetings held on the off months to engage in deeper discussion around topics of choice. The CAC currently has 8 active members.

In 2022 the committee engaged in discussions around safety and belonging, service planning, UTA ordinances, and more. In this discussion presentation, the Community Engagement Department will provide an update on the committee's work in 2022 and priorities and direction for 2023.

ALTERNATIVES:
n/a

FISCAL IMPACT:
n/a

ATTACHMENTS:
None

669 West 200 South
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Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 11/30/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Jordan Swain, TOC Project Manager

TITLE:

Contract: Task Ordering Agreement for TOD Station Area Planning Consultant Pool E (Alta Planning and Design, Inc.)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Authorize the Executive Director to execute the task ordering agreement with Alta Planning and Design Inc. to add them to the Station Area Planning Pool of Consultants (Pool E)

BACKGROUND:
UTA is providing technical assistance to cities that are completing station area planning work in response Utah House Bill (HB)462 requirements.

DISCUSSION:
In response to HB462, the Transit Oriented Communities (TOC) Department is setting up and maintaining pools of pre-qualified consultants that may be solicited to complete particular tasks related to transit oriented development (TOD) station area planning via task order. Said pools will increase UTA's efficiency and ability to respond to the needs of our partner cities. Alta Planning and Design, Inc. has been selected for Pool E: Transportation & Parking Demand Management. No work is authorized, nor funds obligated until a task order is issued under this contract. Individual task orders totaling $200,000 or more will be brought to the board for approval. If the total cost of all task orders issued under this agreement exceeds $600,000, additional Board approval will be required.

CONTRACT SUMMARY:

Contractor Name:	Alta Planning and Design Inc.
Contract Number:	22-035671
Base Contract Effective Dates:	12/01/2022 to 11/01/2027
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	$0
Procurement Method:	RFQU (Qualification)
Budget Authority:	This project is included in the 2022 Capital Budget.

ALTERNATIVES:

Procure services to aid cities with station area planning through individual RFPs rather than use a pool of qualified vendors. This could significantly slow the process of station area planning.

FISCAL IMPACT:

Station area plans will be funded through a combination of FTA grants, partner funds, and UTA capital project funds. Task orders will be issued and executed as funds are available and accounted for in the approved capital budget.

ATTACHMENTS:

1. Task Order Agreement

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TASK ORDERING AGREEMENT FOR PROFESSIONAL SERVICES
UTA CONTRACT #22-035671
TOD Station Area Planning Consultant Pool E

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 Alta Planning + Design, Inc. a California corporation with offices at 711 SE Grand Avenue, Portland, OR 97214 ("Consultant").

RECITALS

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

WHEREAS, On March 17, 2022, UTA issued Request for Qualifications Package Number 22-03567 ("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 ("Standard of Care").

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

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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. The Consultant's 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 accordance with the Standard of Care the work identified in the scope of work attached as an Exhibit to that Task Order.

c. 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

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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. 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 November 1, 2027. 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

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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

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 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.

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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. Contractor shall submit invoices to ap@rideuta.com for processing and payment. 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

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b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods 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.

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, 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 The CONSULTANT accepts no responsibility for the use of deliverables beyond the intended purpose of this Agreement. Any use by Client or third party outside of the intended purpose of this Agreement shall be at CLIENT's sole risk and without risk or legal liability to Consultant. 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.

12. KEY PERSONNEL

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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:

Jean Crowther, AICP – New Mobility Principal/Project Manager

Dave Foster, PLA – Active Transportation Principal/Project Manager

Mack Drzayich – Senior Designer/Project Manager

David Wasserman, AICP – Civic Analytics Lead

Chloe Ward, PE – Senior Engineer

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,

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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.

e. **CONSULTANT'S RIGHT TO TERMINATE**

Consultant shall have the right to terminate this Contract in the events that UTA fails to make any payment of an undisputed amount payable as required by this Contract and such delinquency continues for a period of 30 days following Consultant's

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delivery of written notice to UTA; or (ii) perform any of its obligations under this Contract, and such failure is not cured or a cure initiated to the satisfaction of UTA within thirty (30) days after receipt of written notice from UTA. In the event of such termination, Consultant shall be entitled to the rights and remedies set forth in Section 13.1 of this Contract.

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.

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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 negligent 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 applicable 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

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

2. Automobile Liability

Bodily Injury and Property Damage for any 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 or include the following additional insured language or coverage: "The Utah Transit Authority shall be named as an additional insured with respect to liability caused by 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. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those

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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, 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 Commercial General Liability and Auto Liability 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.

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

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

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

H. The Commercial General Liability and Automobile Liability limits may be satisfied by a combination of primary and umbrella or excess insurance. Umbrella or excess insurance shall provide coverage at least as broad as specified for underlying coverages and covering those insured in the underlying policies.

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

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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.

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 Director of Real Estate & TOD / Consultant's Principal-in-Charge	Five calendar days
UTA's Chief Service Development Officer/Consultant's Chief Operating Officer	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.

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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: Vicki Woodward
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
Alta Planning + Design, Inc.
Dave Foster, PLA
Principal
711 SE Grand Avenue
Portland, OR 97214

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

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

29. **INSURANCE COVEREAGE 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-818.5for the subconsultant's employees and the employee's dependents during the duration of the subcontract.

30. **COSTS AND ATTORNEYS' FEES**

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

31. **NO THIRD-PARTY BENEFICIARY**

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

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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**

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

34. **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.

35. **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.

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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,

Executive Director

By Date:

Mary DeLoretto,

Chief Service Development Officer

ALTA PLANNING + DESIGN, INC.:

By: DocuSigned by: 34F1A27EBE1E460... Date: 11/9/2022

Joe Gilpin

Vice President, as duly authorized

Federal ID#68-0465555

Approved as to Content and Form

By: DocuSigned by: Michael Bell 70E33A415BA44F6... Date: 11/9/2022

Mike Bell, AAG State of Utah

And UTA Legal Counsel

Reviewed & Recommended

By: Date:

Jordan Swain

TOD Project Manager

UTA Project Number 22-035671VW

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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.

Task Orders using FTA funds shall include required FTA assurances and clauses. DBE utilization shall be determined on a task order by task order basis.

UTA is awarding of one or more Master Tasks Ordering Agreements(s) (MTOA). Alta Planning + Design, Inc., being awarded a MTOA for Pool E - Transportation & Parking Demand Management Strategies.

The Period of Performance shall be until November 1, 2027. Task Orders will be issued as needed.

Overall management of the MTOA and Task Orders will be under the direction of UTA through the TOD Office. Work by the selected Contractor shall be in conformance with the pricing, schedule, staffing plan, and budget included in the MTOA and the individual Task Orders.

The Contractor is expected to perform and fulfill the following activities and requirements for Utah Transit Authority. UTA plans to invest in its people, leverage our human capital, and cultivate UTA way mindset and behaviors. Regular organizational assessments, intact team agility work and ongoing coaching and consulting with senior leadership will arm UTA employees and leaders with the tools and skills necessary to succeed.

Pool E - Transportation & Parking Demand Management Strategies:

Element 1: Transportation & Parking Demand Management Assessment

> Assessing the existing modes of travel through a Station Area and those connections to transit platforms is critical for increasing ridership and reducing single-occupancy vehicle trips. An analysis of these travel patterns must be conducted at this local scale to better understand where interventions can be made within a Station Area and its immediate surroundings to improve travel efficiency, safety, and enjoyability.

Element 2: Transportation & Parking Demand Management Strategies

> Based on the assessment of existing conditions for travelers within the Station Area, the Consultant will make recommendations to increase modal efficiency, safety, and enjoyability. All recommendations must take into account what governing bodies have authority - that may be UTA, UDOT, a city, a county, or other government

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entity. Focus should be placed on identifying the modes of travel through the Station Area that are the least efficient and most unpleasant for potential transit riders and presenting strategies that directly address those issues. Strategies should include but are limited to: cost-based strategies (such as parking fees and transit subsidies for local users), supply-based strategies (such as roadway restrictions or parking reductions), and supportive strategies (such as rideshare or ride matching, extended-hour solutions, trip planning assistance). A methodology for measuring and evaluating the performance of any proposed strategy must also be provided.

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EXHIBIT B – PRICING

22-03567VW UTA TOD Station Area Consulting Services "Form A" Cost Rate Form
POOL E - Transportation & Parking Demand Management Strategies
Alta Planning + Design Inc.

No.	Firm	Prime	Sub	Last Name	First Name	Discipline/Classification	Basic Hourly Rate	Overhead rate Percentage	Fee	Fully Burdened Bill Rate
1				Gilpin	Joe	Principal	$ 74.51	155.42%	15%	$ 218.86
2				Crowther	Jean	Senior Planning Associate/Principal	$ 63.92	155.42%	15%	$ 187.75
3				Foster	John	Landscape Architecture/Principal	$ 60.35	155.42%	15%	$ 177.27
4				Wasserman	David	Senior Associate	$ 59.57	155.42%	15%	$ 174.98
5				Abe	Derek	Senior Planning Associate	$ 54.39	155.42%	15%	$ 159.76
6				Fralick	Matt	Engineering Associate	$ 53.82	155.42%	15%	$ 158.09
7				Gonzalez	Brandon	Senior Planning Associate	$ 53.76	155.42%	15%	$ 157.91
8				Pfeifer	Cole	Planning Associate	$ 48.08	155.42%	15%	$ 141.23
9				David	Erin	Associate Planner	$ 45.14	155.42%	15%	$ 132.59
10				Ward	Chloe	Engineer - Level I	$ 44.64	155.42%	15%	$ 131.12
11				Drzayich	Mack	Senior Designer	$ 38.79	155.42%	15%	$ 113.94
12				Blakely	Cameron	Senior Designer	$ 35.10	155.42%	15%	$ 103.10
13				Aguilera	Paulo	Planner, Level I	$ 31.25	155.42%	15%	$ 91.79
14				Flynt	Krista	Planner, Level I	$ 30.29	155.42%	15%	$ 88.97
15				Lo	Julie	Project Coordinator	$ 30.29	155.42%	15%	$ 88.97
16				Mauck	Zoey	Designer - Level II	$ 29.28	155.42%	15%	$ 86.01

Alta Planning + Design, Inc., annual rate adjustment occurs Oct 1 of each year starting 2023: * Annual escalation of 3%

CONTRACT PRICING STRUCTURE

For the avoidance of doubt, this contract is a firm fixed price labor hour contract. The labor rates for the various categories of labor to be used under this contract are loaded with overhead, profit and G& A and are fixed for the life of the contract subject to a yearly 3% escalation factor.

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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:	CONTRACTOR:
	_____
By: _____ Date	By: _____
By: _____ Date	Date: _____
By: _____ Date	

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By: _____

ATTACHMENT 1 – TASK ORDER STATEMENT OF WORK OR SERVICES

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EXHIBIT D – FEDERAL FORMS

ATTACHMENT A: EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE STATEMENT

The undersigned states on behalf of the Bidder / Offeror Alta Planning + Design, Inc.

A. The Bidder / Offeror 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, subconsultants, etc. of the Bidder / Offeror 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 / Offeror designates -- Name Ariana Villegas

Title Human Resources Generalist

as the person assigned the responsibility for securing compliance with and reporting progress to the Bidders/ Offerors and UTA's Civil Rights Office on all EEO efforts initiated and taken.

C. Bidder / Offeror 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 / Offeror 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 / Offeror EEO and DBE requirements.

D. Bidder / Offeror agrees to make every reasonably good faith effort to utilize DBE's in the performance of this contract. Bidder / Offeror will take affirmative steps to meet the DBE contract goal set for this bid.

Company Name: Alta Planning + Design, Inc.

Address: 350 E 400 S, Ste. 423 Salt Lake City, UT 84111

Signed Michael Rose

Title: Mike Rose, Vice President, as duly authorized

Phone Number: (385) 355-2104

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ATTACHMENT A-1: DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM

DBE PROJECT GOAL: Race Neutral

The Bidder / Offeror 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/SOQ as non-responsive. Race neutral procurements do not require good faith effort documentation.

☐ **Bidder / Offeror *will meet or exceed* the DBE goal for this contract**. If awarded this contract, Bidder / Offeror 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/Offerors 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.

DBE Name & Address	Description of Work	$ Amount of Participation	% of Total Price
_____	_____	$_____	_____%
_____	_____	$_____	_____%
_____	_____	$_____	_____%
_____	_____	$_____	_____%

(Attach additional sheets if necessary)

☐ Bidder / Offeror ***does not*** meet the DBE goal for this contract. **Bidder / Offeror certifies that it has made good faith efforts** in accordance with the bid/SOQ 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.**

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☒ Bidder / Offeror *does not* meet the DBE goal for this contract. **Bidder / Offeror certifies that there exists no opportunity for subcontracting as part of this project**. It is the general practice of Bidder / Offeror'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.

Date: April 18, 2022

Company Name: Alta Planning + Design, Inc.

Signature: Michael Rose

Printed Name: Mike Rose

Title: Vice President, as duly authorized

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Not Applicable

ATTACHMENT A-2: SAMPLE LETTER OF INTENT TO SUBCONTRACT WITH DBE FIRM

(COMPANY LETTERHEAD)

(DATE)

(DBE)

(Name and Address)

Reference: *(Project Name and Bid/SOQ Number)*

(Appropriate Salutation)

Our firm is submitting a bid/SOQ 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 Consultant 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 Consultant:**
_____	_____
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 subconsultant must be listed, and all amounts to be paid to the DBE subconsultant must be specified.

THE SUCCESSFUL BIDDERS/ OFFERORS SHALL REQUIRE ALL SUBCONSULTANTS TO COMPLETE AND SUBMIT THE FEDERAL CERTIFICATION ATTACHMENTS A, A-1, A-2, A-3, A-5, B, C, D, E, F AND G IF APPLICABLE.

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Not Applicable

ATTACHMENT A-3: GOOD FAITH EFFORTS DOCUMENTATION FORM

Whether a Bidder / Offeror meets or does not meet the DBE goal, the Bidder / Offeror must submit this form with its DBE Participation Form (Attachment A-1). **In the case of a race neutral project, the Bidder / Offeror is not required to submit good faith efforts documentation.** The Bidder / Offeror must submit a copy of the document(s) sent to DBE's. Failure to submit this form with its bid/SOQ and requested additional documentation may render the bid/SOQ non-responsive. UTA's DBE Liaison Officer may require that the Bidder / Offeror 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 / Offeror 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:_____

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ATTACHMENT A-5: EMPLOYMENT PRACTICES / EEO PLAN

A) Consultants 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: Ariana Villegas, Human Resources Generalist

(Print name & title)

Solicitation No.	22-03567VW
Name of Project	TOD Station Area Consulting Services Pools
Location of Workforce	Salt Lake City, UT
Prime Consultant	Alta Planning + Design, Inc.

In keeping with UTA policy of nondiscrimination in employment practices, the Alta Planning + Design, Inc. (Alta) (Name of Company) has set as a project goal for the utilization of minorities, which is 20 %. 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 Alta (Company name), by its Human Resources Generalist (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 Consultants)

If the Consultant 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.

Mike Rose, Vice President, as duly authorized

Signature and Title of Company Official (Consultant)

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ATTACHMENT C: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION FROM TRANSACTIONS FINANCED IN PART BY THE U.S. GOVERNMENT

This certification is made in accordance with Executive Order 12549, 49 CFR Part 29, 31 USC §6101 and similar federal requirements regarding debarment, suspension and ineligibility with respect to federally-funded contracts.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that none of the Consultant, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Consultant is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or SOQ, the bidder or Offeror certifies as follows:

> The certification in this clause is a material representation of fact relied upon by the Federal Transit Administration. If it is later determined that the bidder or Offeror knowingly rendered an erroneous certification, in addition to remedies available to the Federal Transit Administration, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or Offeror agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or Offeror further agrees to include a provision requiring such compliance in its lower tier covered transactions.

If the bidder or Offeror is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing an "X" in the following space _____.

Michael Rose

Signature of the Bidder or Offeror Authorized Official

Mike Rose, Vice President, as duly authorized

Name and Title of the Bidder or Offeror Authorized Official

FEDERAL ID # 68-0465555

4/158/2022

Date

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Instructions for Certification

1. **By signing and submitting this bid or SOQ, the prospective Consultant is providing the signed certification set out below:**

   "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

   (1) The prospective Consultant certifies, by submission of this bid or SOQ, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

   (2) When the prospective Consultant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this bib or SOQ.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, UTA may pursue available remedies, including suspension and/or debarment.
3. The prospective Consultant shall provide immediate written notice to UTA if at any time the prospective Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "SOQ," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact UTA for assistance in obtaining a copy of those regulations.
5. The prospective Consultant agrees by submitting this SOQ that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by UTA.
6. The prospective Consultant further agrees by submitting this SOQ that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, UTA may pursue available remedies including suspension and/or debarment.

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ATTACHMENT D: CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Mike Rose, Vice President, as duly authorized, hereby certifies

(Name and Title of Company Official)

on behalf of Alta Planning + Design, Inc. 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. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this 18th day of April, 2022.

By Michael Rose

(Signature of Authorized Official)

Vice President, as duly authorized

(Title of Authorized Official)

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Not Applicable to Work That Will Result From This On-Call

ATTACHMENT E: CARGO PREFERENCE -- USE OF UNITED STATES-FLAG VESSELS

Pursuant to Maritime Administration regulations, "Cargo Preference -- U.S.-Flag Vessels", 46 C.F.R. Part 381, the Consultant shall insert the following clauses in contracts it awards in which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project:

AS REQUIRED BY 46 C.F.R. PART 381, THE CONSULTANT AGREES --

(1) TO UTILIZE 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, MATERIALS, OR COMMODITIES PURSUANT TO THIS CONTRACT TO THE EXTENT SUCH VESSELS ARE AVAILABLE AT FAIR AND REASONABLE RATES FOR UNITED STATES-FLAG COMMERCIAL VESSELS.

(2) TO FURNISH WITHIN 20 DAYS FOLLOWING THE DATE OF LOADING FOR SHIPMENTS ORIGINATING WITHIN THE UNITED STATES, OR WITHIN 30 WORKING DAYS FOLLOWING THE DATE OF LOADING FOR SHIPMENT 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 PARAGRAPH (1) ABOVE TO THE AUTHORITY (THROUGH THE PRIME CONSULTANT IN THE CASE OF SUBCONSULTANT BILLS-OF-LADING) AND TO THE DIVISION OF NATIONAL CARGO, OFFICE OF MARKET DEVELOPMENT, MARITIME ADMINISTRATION, 400 SEVENTH STREET, S.W., WASHINGTON, D.C. 20590, MARKED WITH APPROPRIATE IDENTIFICATION OF THE PROJECT.

(3) TO INSERT THE SUBSTANCE OF THE PROVISIONS OF THIS CLAUSE IN ALL SUBCONTRACTS ISSUED PURSUANT TO THIS CONTRACT.

Date 4/18/2022

Signature Michael Rose

Title Vice President, as duly authorized

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ATTACHMENT F: SOLICITATION STATISTICS

Dear Subconsultant:

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 SUBCONSULTANTS. Return the form from each Offeror 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. If you have any questions, comments or suggestions, please contact Raymond Christy, UTA's DBE Liaison Officer (801) 262-5626 extension 3537.

This information will only be used for statistical purposes as allowed under 49 CFR Part 26.

Firm Name: Alta Planning + Design, Inc.

Firm Address: 350 E 400 S, Ste. 423, Salt Lake City, UT 84111

Status: Non-DBE _X_ DBE ____

Company's Type of Work: Active transportation and new mobility planning and design

Month/Year firm started: January 1996

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Company Owner(s) Ethnic Background (optional)

____African American	____ Asian	____Male
____Hispanic	____ Native American	____Female
____ Polynesian	____ Caucasian	____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	X

Name of Solicitation: TOD Station Area Consulting Services Pools

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ATTACHMENT G: Requirement for Written Subcontracts

(To be submitted with Bid or SOQ)

Provided that your firms Bid or SOQ is determined to be the winner for this Procurement, (UTA Number: 22-03567VW, Bidder/Offeror: Alta Planning + Design, Inc, does hereby acknowledge and agree to comply with by signing below, the Authority's requirement to have written subcontracts for all the Work provided for by subconsultants at any tier for the Work awarded to them through this Procurement, and that Bidder/Offeror will pass along all applicable requirements, federal or otherwise, but not limited thereto to all sub tier Consultants.

Company Name: Alta Planning + Design, Inc.

Signed by: Michael Rose

Title: Vice President, as duly authorized

Date: 4/18/2022

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EXHIBIT E -FEDERAL CLAUES

ACCESS TO RECORDS AND REPORTS

The Consultant agrees to provide the Authority, 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 Consultant which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. The Consultant also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any project management oversight auditor access to the Consultant's records and construction sites pertaining to a major capital project (defined at 49 USC §5302(a)(1)), which is receiving federal financial assistance through the programs described at 49 USC §§5307, 5309 or 5311. The Consultant further agrees to include in all of its subcontracts and purchase orders under the Contract provision to the effect that the Subconsultant or Supplier agrees that the Authority, the United States Department of Transportation and the Comptroller General of the United States, the project management oversight auditor, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the Subconsultant or Supplier.

INCORPORATION OF FTA TERMS

All contractual provisions required by the United States Department of Transportation, as set forth in the most recent edition and revisions of FTA Circular 4220.1F, "Third Party Contracting Guidance," are incorporated by reference into the Contract Documents. All FTA mandated terms shall take precedence over other conflicting terms, if any in the Contract Documents. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests that would cause the Authority to be in violation of any FTA terms and conditions.

FEDERAL CHANGES

The Consultant 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 the Authority and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. The Consultant's failure to so comply shall constitute a material breach of the Contract.

ENERGY CONSERVATION REQUIREMENTS

The Consultant 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.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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The Authority and the Consultant acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Authority, the Consultant or any other party (whether or not a party to the Contract) pertaining to any matter resulting from the Contract. The Consultant agrees to include the above clause in each subcontract or purchase order 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 Subconsultant or Supplier who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801, et seq. and United States Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part31, apply to its actions pertaining to the Contract. Upon execution of the underlying Contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which the Work is being performed. In addition to other penalties that may be applicable, the Consultant 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 Consultant to the extent the federal government deems appropriate. The Consultant 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 impart with federal assistance originally awarded by FTA under the authority of 49 USC §5307, the federal government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5307(n)(1) on the Consultant, to the extent the federal government deems appropriate. The Consultant agrees to include the above two clauses in each subcontract or purchase order 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 Subconsultant or Supplier who will be subject to the provisions.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

The Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that none of the Consultant, its principals (as defined at 49 CFR 29.995) or affiliates (as defined at 49 CFR 29.905) are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Consultant is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any subcontract or purchase order that it enters into. *(A certification is to be submitted with each bid or offer of $25,000 or more.)*

BUY AMERICA CERTIFICATION

Applicable Only to Contracts valued at more than $100,000]

Consultant shall comply with 49 USC 5323(j) and 49 CFR 661, as amended by MAP-21 stating that federal funds 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. Separate requirements for rolling stock are set out at 49 USC §5323(j)(2)(C) and 49 CFR §661.11. Rolling stock must be assembled in the United States and have the applicable percentage of

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domestic content required by 49 USC 5323(j) and 49 CFR 661. Consultant shall be responsible for ensuring that lower tier Consultants and subconsultants are in compliance with these requirements. All Offerors to the UTA solicitation for the Contract must include the appropriate Buy America certification with their responses and any response that is not accompanied by a completed Buy America Certification will be rejected as nonresponsive.

FLY AMERICA REQUIREMENTS

The Consultant agrees to comply with 49 USC §40118 and 41 CFR Part 301-10, which provide that Consultants are required to use United States -Flag air carriers for federally 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 49 USC §40118 and CFR Part 301-10.

CIVIL RIGHTS REQUIREMENTS

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. 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), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, 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 Consultant agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§623 and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission,

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"Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.
(3) The Consultant also 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

DISADVANTAGED BUSINESS ENTERPRISES (DBE)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **7%.**A separate contract goal **[of __ % DBE participation has] [has not]** been established for this procurement. The goal of Race Neutral is established on locally funded projects and task orders. On federally funded projects and task orders, each will be reviewed individually and assessed for DBE participation.
b. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **{insert agency name}** deems appropriate. Each subcontract the Consultant signs with a subconsultant must include the assurance in this paragraph (see 49 CFR 26.13(b)).
c.***{If a separate contract goal has been established, use the following}*** Bidders/offerors are required to document sufficient BE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49CFR 26.53. Award of this contract is conditioned on submission of the following **[concurrent with and accompanying sealed bid] [concurrent with and accompanying an initial SOQ] [prior to award]**: 1.The names and addresses of DBE firms that will participate in this contract;2.A description of the work each DBE will perform;3.The dollar amount of the participation of each DBE firm participating;4.Written documentation of the bidder/offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal;5.Written confirmation from the DBE that it is participating in the contract as provided in the prime Consultant's commitment; and6.If the contract goal is not met, evidence of good faith efforts to do so.**[Bidders][Offerors]** must present the information required above **[as a matter of responsiveness] [with initial SOQs] [prior to contract award]** (see 49 CFR 26.53(3)). ***{If no separate contract goal has been established, use the following}*** The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
D .The Consultant is required to pay its subconsultants performing work related to this contract for satisfactory performance of that work no later than 30 days after the Consultant's receipt of payment for that work from the **{insert agency name}.** In

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addition, **[the Consultant may not hold retainage from its subconsultants.] [is required to return any retainage payments to those subconsultants within 30 days after the subconsultant's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subconsultants within 30 days after incremental acceptance of the subconsultant's work by the {insert agency name} and Consultant's receipt of the partial retainage payment related to the subconsultant's work.**

e. The Consultant must promptly notify **{insert agency name}**, whenever a DBE subconsultant performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subconsultant to perform at least the same amount of work. The Consultant may not terminate any DBE subconsultant and perform that work through its own forces or those of an affiliate without prior written consent of **{insert agency name}.**

TERMINATION

(For contracts over $10,000.00)

a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Consultant when it is in the Government's best interest. The Consultant shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Consultant shall promptly submit its termination claim to (Recipient) to be paid the Consultant. If the Consultant has any property in its possession belonging to the (Recipient), the Consultant 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 Consultant does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Consultant fails to perform in the manner called for in the contract, or if the Consultant fails to comply with any other provisions of the contract, the(Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant 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 Consultant 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 Consultant, the (Recipient), after setting up a new delivery of performance schedule, may allow the Consultant 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 Consultant [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 Consultant 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 consultant 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 Consultant.

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Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against consultant 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 Consultant of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'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 Consultant refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Consultant 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 Consultant a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete 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 Consultant and its sureties shall be liable for any damage to the Recipient resulting from the Consultant's refusal or failure to complete the work within specified time, whether or not the Consultant's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Consultant's right to proceed shall not be terminated nor the Consultant 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 Consultant. Examples of such causes include acts of God, acts of the Recipient, acts of another Consultant in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2.the Consultant, 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 Consultant's right to proceed, it is determined that the Consultant 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.

DEBARMENT AND SUSPENSION

[Applicable Only to Contracts valued at more than $25,000]

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a." Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through application of coatings, occurred in the United States.

Consultant shall comply and facilitate compliance with U.S. DOT regulations, "No procurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (No procurement)," 2 CFR Part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the Contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the Contract amount. As such, Consultant shall verify that its principals, affiliates, and subconsultants are eligible to participate in this federally funded contract and are not presently declared by any federal department or agency to be: (i) debarred from participation in any federally assisted award; (ii) suspended from participation in any federally assisted award; (iii) proposed for debarment from participation in any federally assisted award; (iv) declared ineligible to participate in any federally assisted award; (iv) voluntarily excluded from participation in any federally assisted award; and/or (v) disqualified from participation in ay federally assisted award. By submitting a response to UTA's solicitation for the Contract, Consultant has certified that the foregoing items (i) through (v) are true. The certification in this clause is a material representation of fact relied upon by UTA. If it is later determined by UTA that Consultant knowingly rendered an erroneous certification, in addition to other remedies available that may be available to UTA, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant agrees to comply with the requirements of 2 CFR Part 180, subpart C, as supplemented by 2 CFR Part 1200, during the Contract term. Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ADA ACCESS

ADA Access for Individuals with Disabilities – The Consultant agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing.

Domestic Preference

In accordance with 2 CFR 200.322 all Consultants shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
For purposes of this clause:

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b. Manufacturing products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

This requirement must be included in all subcontracts awarded under this award.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

In accordance with 2 CFR 200.216, Consultant and its subconsultants 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.

a. "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.

Federal Clauses Applicable only to Construction Contracts

CLEAN AIR REQUIREMENTS

The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401, et seq. The Consultant agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office. The Consultant also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with federal assistance provided by FTA.

CLEAN WATER REQUIREMENTS

The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251, et seq. The Consultant agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate Regional Office of the United States Environmental Protection Agency. The Consultant also agrees to include these requirements in each subcontract or purchase order exceeding $100,000 financed in whole or in part with federal assistance provided by FTA.

FLY AMERICA REQUIREMENTS

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The Consultant agrees to comply with 49 USC §40118 and 41 CFR Part 301-10, which provide that Consultants are required to use United States - Flag air carriers for federally 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 49 USC §40118 and CFR Part 301-10.

SEISMIC SAFETY REQUIREMENTS

The Consultant 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 Consultant also agrees to ensure that all work performed under this contract including work performed by a subconsultant is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

DAVIS-BACON ACT PREVAILING WAGE AND COPELAND ACT ANTI-KICKBACK REQUIREMENTS

(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 Consultant 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 quarterly) 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 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 consultant and its subconsultants at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) UTA's Civil Rights Compliance Office 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. UTA's Civil Rights Compliance Office shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

(1)The classification is utilized in the area by the construction industry; and

(2)The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

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(3)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 Consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and UTA's Civil Rights Compliance Office 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 UTA's Civil Rights Compliance Office 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 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(C)In the event Consultant, the laborers or mechanics to be employed in the classification or their representatives, and Uta's Civil Rights Compliance Office do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), UTA's Civil Rights Compliance Office shall refer the questions, including the views of all interested parties and the recommendation of UTA's Civil Rights Compliance Office, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-dayperiod that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under the Contract from the first day on which work is performed in the classification.

i (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, Consultant 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.

ii (iv)If Consultant does not make payments to a trustee or other third person, Consultant 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 consultant, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require Consultant to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) UTA's Civil Rights Compliance Office 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. UTA's Civil Rights Compliance Office shall approve an additional classification and wage rate and fringe benefits therefore 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 Consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and UTA's Civil Rights Compliance Office 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 UTA's Civil Rights Compliance Office 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 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(C)In the event Consultant, the laborers or mechanics to be employed in the classification or their representatives, and Uta's Civil Rights Compliance Office do not agree on the proposed classification and wage rate (including the amount designated

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for fringe benefits, where appropriate), UTA's Civil Rights Compliance Office shall refer the questions, including the views of all interested parties and the recommendation of UTA's Civil Rights Compliance Office, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under the 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 Consultant under the Contract or any other federal contract for which Consultant is the prime Consultant, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by 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 Consultant or any subconsultant 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 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 consultant during the course of the work and preserved for a period of three 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 fid 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 under29 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, Consultant 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. If Consultant employs apprentices or trainees under approved programs, Consultant 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) Consultant shall submit weekly for each week in which any work under the Contract is performed a copy of all payrolls to UTA for transmission to the FTA. 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 WH-347 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. Consultant is responsible for the submission of copies of payrolls by all subconsultants.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by consultant or subconsultant or his other agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following: That the payroll for the payroll period contains the information required to be maintained under Section 5.5(a)(3)(i) of Regulations, 29CFR Part 5 and that such information is correct and complete:

(1)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

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made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3; and

(2) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents forth 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 (3)(ii)(B) of this section.

(D)The falsification of any of the above certifications may subject Consultant or subconsultant to civil or criminal prosecution under Section 1001 of title 18 and Section 231 of title 31 of the United States Code.

(iii)Consultant and any subconsultant shall make the records required under paragraph (3) of this section available for inspection, copying, or transcription by authorized representatives of the FTA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If Consultant or subconsultant fails to submit the required records or to make them available, the federal agency may, after written notice to 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 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 consultant 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 Consultant 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 Consultant's or subconsultant'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, Consultant 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.

i (ii)Trainees – Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate forth 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

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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

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i 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, Consultant 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.

ii (iii)Equal employment opportunity – The utilization of apprentices, trainees and journeymen under this part shall be inconformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

iii **(5)Compliance with Copeland "Anti-Kickback" Act Requirements** – Consultant shall comply with the requirements of 29CFR Part 3, which are incorporated by reference in the Contract. Consultant 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.

iv **(6)Subcontracts** – Consultant and any subconsultant shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1)through (10) and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. Consultant shall be responsible for the compliance by any subconsultant or lower tier subconsultant with all the contract clauses in 29 CFR 5.5.

BONDING REQUIREMENTS

(Applicable Only to Contracts valued at more than $150,000]

Unless a different requirement is set forth in the Contract, Consultant shall maintain the following bonds:

A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

A performance bond in the amount of **100%**of the Contract value is required by the Recipient to ensure faithful performance of the Contract. The performance bond shall be provided by consultant and shall remain in full force for the term of the Contract. Consultant will provide the performance bond to UTA within ten (10) business days from execution of the Contract. The performance bond must be provided by a fully qualified surety company acceptable to the UTA and listed as a company currently authorized under 31 CFR Part 22 as possessing a certificate of authority as described thereunder. UTA may require additional performance bond protection if the Contract price is increased. The increase in protection shall generally equal 100 percent of the increase in Contract price. UTA may secure additional protection by directing Consultant to increase the amount of the existing bond or to obtain an additional bond.

A labor and materials payment bond equal to the full value of the Contract must be furnished by Consultant to UTA as security for payment by consultant and subconsultants for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to UTA and listed as a company currently authorized under 31 CFR Part 223 as possessing a certificate of authority as described thereunder.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 11/30/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Jordan Swain, TOC Project Manager

TITLE:

Contract: Task Ordering Agreement for TOD Station Area Planning Consultant Pool A (Crandall Arambula)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Authorize the Executive Director to execute the task ordering agreement with Crandall Arambula P.C. to add them to the Station Area Planning Pool of Consultants (Pool A).

BACKGROUND:
UTA is providing technical assistance to cities that are completing station area planning work in response Utah House Bill (HB)462 requirements.

DISCUSSION:
In response to HB462, the Transit Oriented Communities (TOC) Department is setting up and maintaining pools of pre-qualified consultants that may be solicited to complete particular tasks related to Transit Oriented Development (TOD) station area planning via task order. Said pools will increase UTA's efficiency and ability to respond to the needs of our partner cities. Crandall Arambula has been selected for Pool A: Station Area Planning. No work is authorized, nor funds obligated until a task order is issued under this contract. Individual task orders totaling $200,000 or more will be brought to the board for approval. If the total cost of all task orders issued under this agreement exceeds $600,000, additional Board approval will be required.

CONTRACT SUMMARY:

Contractor Name:	Crandall Arambula P.C.
Contract Number:	22-035672
Base Contract Effective Dates:	12/01/2022 to 11/01/2027
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	$0
Procurement Method:	RFQU (Qualification)
Budget Authority:	This project is included in the 2022 Capital Budget.

ALTERNATIVES:

Procure services to aid cities with station area planning through individual RFPs rather than use a pool of qualified vendors. This could significantly slow the process of station area planning

FISCAL IMPACT:

Station area plans will be funded through a combination of FTA grants, partner funds, and UTA capital project funds. Task orders will be issued and executed as funds are available and accounted for in the approved capital budget.

ATTACHMENTS:

1. Task Ordering Agreement

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TASK ORDERING AGREEMENT FOR PROFESSIONAL SERVICES
UTA CONTRACT #22-035672
TOD Station Area Planning Consultant Pool A

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 Crandall Arambula P.C. ("Consultant").

RECITALS

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

WHEREAS, On March 17, 2022, UTA issued Request for Qualifications Package Number 22-03567 ("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.

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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. The Consultant's 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 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.

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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. 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 November 1, 2027. 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

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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

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

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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. Contractor shall submit invoices to ap@rideuta.com for processing and payment. 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

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b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods 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.

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:

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Don Arambula, ASLA Principal – Project Manager, Lead Urban Designer/Planner & Facilitator

Jonathan Konkol, AICP, Station Planner

George Crandall, FAIA, Principal, Quality Assurance/Control

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

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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

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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 Indemnitee, Consultant's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation

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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 $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".

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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. 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, 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).

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

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

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

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

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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

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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	**CRANDALL ARAMBULA P.C.**	
UTA's Project Manager	Consultant's Project Manager	Five calendar days
UTA's Director of Real Estate & TOD	Consultant's Principal Quality Assurance	Five calendar days
UTA's Chief Service Development Officer	Consultant's Control	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.

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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: Vicki Woodward
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
Crandall Arambula P. C.
Don Arambula, ASLA, Principal
520 SW Yamhill Street Roof Suite 4
Portland, OR 97204

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

30. INSURANCE COVEREAGE 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,

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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-818.5for the subconsultant's employees and the employee's dependents during the duration of the subcontract.

31. 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

32. 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.

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

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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.

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,

Executive Director

CRANDALL ARAMBULA P.C.:

DocuSigned by:

By: Don Arambula Date: 10/5/2022

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Don Arambula

Principal

Federal ID#93-1238965

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By Date:

Mary DeLoretto,

Chief Service Development Officer

Approved as to Content and Form

By: DocuSigned by: Tim Merrill 56A03BC7C491482... Date: 10/10/2022

Tim Merrill for Mike Bell, AAG State of Utah

And UTA Legal Counsel

Reviewed & Recommended

By: DocuSigned by: Jordan Swain AFECC1DBE605447... Date: 10/10/2022

Jordan Swain

TOD Project Manager

UTA Project Number 22-035672VW

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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.

Task Orders using FTA funds shall include required FTA assurances and clauses. DBE utilization shall be determined on a task order by task order basis.

UTA is awarding of one or more Master Tasks Ordering Agreements(s) (MTOA). Crandall Arambula P.C., being awarded a MTOA for POOL A: Station Area Planning, Design, and Refinement.

The Period of Performance shall be until November 1, 2027. Task Orders will be issued as needed.

Overall management of the MTOA and Task Orders will be under the direction of UTA through the TOD Office. Work by the selected Contractor shall be in conformance with the pricing, schedule, staffing plan, and budget included in the MTOA and the individual Task Orders.

The Contractor is expected to perform and fulfill the following activities and requirements for Utah Transit Authority. UTA plans to invest in its people, leverage our human capital, and cultivate UTA way mindset and behaviors. Regular organizational assessments, intact team agility work and ongoing coaching and consulting with senior leadership will arm UTA employees and leaders with the tools and skills necessary to succeed.

POOL A: Station Area Planning, Design, and Refinement

Element 1: Station Area Planning

Element 1.1: Existing Conditions Analysis

Review and assessment of relevant documentation and conditions within a Station Area boundary (a ½ mile radius around the Station) to establish an objective context for envisioning new development. Documentation to be considered includes: environmental conditions (both built and natural), real estate market, moderate income and affordable housing plans, catchment area gaps (as related to active and micro-mobility modes), socioeconomic dynamics, parking demand at station, legal framework (locally-adopted policies, plans, and ordinances), and regional transit service planning.

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Element 1.2: Community Engagement

Outreach efforts that develop an understanding of the perspectives and expectations of landowners, residents, and other interested stakeholders affected by potential changes in the Station Area. At a minimum, Consultant should display successful facilitation of: design charrettes, workshops, public open houses, round table discussions, public meetings with elected officials.

Element 1.3: Shared Vision

Utilizing the existing conditions analysis and community engagement process as source material, producing a shared vision that depicts and describes how properties and infrastructure within a Station Area may be developed and modified for the sake of achieving a vision that optimizes TOD potential while adhering to the needs of stakeholders involved. Consultant's examples of work should reflect a range of engaging media for all stakeholders involved, such as: high-quality, printable plan documents; interactive web-based layouts, mapping and graphical representations, and abbreviated handouts.

Element 1.4: Implementation Plan

Compilation of tasks necessary to realize the established vision that focuses on the individuals, departments, stakeholders, or commissions with authority and/or responsibility to execute each task. Timing/order/priority of each task, approximate financial and/or funding implications also need to be considered.

Element 2: Transit Hub Design

UTA's Station Areas provide hubs where transit modes (commuter rail, light rail, streetcar, rapid bus, and conventional bus), pedestrian connections (walkways, bikeways, pocket parks, outdoor event spaces), and personal vehicles (park-and-rides, drop offs, rideshare) all intersect. Designing these hubs to be safe, efficient, and pleasant requires a qualified understanding of how to integrate train and bus connections into a community.

The Consultant must have experience designing effective transit hub that combine multiple principles, including:

a) Accessibility & Universal Design: Improve access to transportation services through universal design, wayfinding, and safe and clear paths of travel. Safe, weather-protected, and comfortable infrastructure for transit riders, pedestrians and bicyclists.

b) Transportation System Operations: Improve traveler safety, convenience, and connectivity between all modes: bus transfers, bike/ped access to bus and train, passenger drop offs, ridesharing, and rider parking. Consider both

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current and future travel demand from new residents, employees, and visitors.

c) Place-Making: Create a welcoming, attractive, memorable, vibrant place for all users through the design of communal spaces, visitor information, public art, landscaping, lighting, plaza materials, transit architecture and other design elements.

d) Durability and Maintenance: Consider safety, cleanliness, and long-term maintenance needs in design.

Element 3: Transit Station Access Improvements

Task 3.1: Station Accessibility Audit

Accessibility for all modal users is a great need within UTA stations. Consultant will utilize a quantitative framework to document the ease with which individuals of all abilities can access UTA transit options - both across transit modes within a station area and from the adjoining street and pedestrian networks. Connectivity to landmark attractions within the station area should also be considered. User groups to address are pedestrians, non-motorized vehicles, motorized vehicles, and ridesharing options. Specific examples of such projects include wayfinding design and integration, visual & graphical information displays, multi-modal accessibility, and a cohesive customer experience.

Element 3.2: Prioritization of Improvements

Based on the findings of the Station Accessibility Audit, the Consultant will present a prioritized list of improvements to the built environment, both on UTA property and adjoining property, that will lead to increased ease of access for these user groups. Examples of which may include, but are not limited to: enhanced bicycle parking facilities, pedestrian crossings and bridges, visual and physical wayfinding, landscape alterations, reorientation of vehicle access.

Element 3.3: Cost Analysis

Improvements identified by the Consultant must include practical cost analyses of each individual project. The aim will be to understand the financial implications of pursuing each accessibility upgrade.

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EXHIBIT B – PRICING

22-03567VW UTA TOD Station Area Consulting Services "Form A" Cost Rate Form
POOL A- Station Area Planning, Design and Refinement
Crandall Arambula

No.	Firm	Prime	Sub	Last Name	First Name	Discipline/Classification	Basic Hourly Rate	Overhead rate Percentage	Fee	Fully Burdened Bill Rate
1	Crandall Arambula	x		Arambula	Don	Employee 1 (Director/Manager)	$70	295%	5.40%	$210
2	Crandall Arambula	x		Crandall	George	Employee 2 (Director/Manager)	$70	295%	5.40%	$210
3	Crandall Arambula	x		Konkol	Jonathan	Employee 3 (Project Coordinator)	$40	295%	5.40%	$120
4	Crandall Arambula	x		TBD		Employee 4 (Senior Planner)	$33	295%	5.40%	$99
5	Crandall Arambula	x		TBD		Employee 5 (Urban Designer Planner)	$33	295%	5.40%	$99
6	Crandall Arambula	x		TBD		Employee 6 (AutoCAD/GIS Technician)	$26	295%	5.40%	$78

Date; August 9, 2022

Signature: Don Arambula
Title: Principal

Crandall Arambula P.C., annual rate adjustment occurs Oct 1 of each year starting 2023: * Annual escalation of 3%

CONTRACT PRICING STRUCTURE

For the avoidance of doubt, this contract is a firm fixed price labor hour contract. The labor rates for the various categories of labor to be used under this contract are loaded with overhead, profit and G& A and are fixed for the life of the contract subject to a yearly 3% escalation factor.

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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:	CONTRACTOR:
	_____
By: _____ Date	By: _____
By: _____ Date	Date: _____
By: _____ Date	

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By: _____

ATTACHMENT 1 – TASK ORDER STATEMENT OF WORK OR SERVICES

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EXHIBIT D – FEDERAL FORMS

ATTACHMENT A: EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE STATEMENT

The undersigned states on behalf of the Bidder / Offeror Crandall Arambula PC.

A. The Bidder / Offeror 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, subconsultants, etc. of the Bidder / Offeror 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 / Offeror designates -- Name Don Arambula

Title Principal

as the person assigned the responsibility for securing compliance with and reporting progress to the Bidders/ Offerors and UTA's Civil Rights Office on all EEO efforts initiated and taken.

C. Bidder / Offeror 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 / Offeror 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 / Offeror EEO and DBE requirements.

D. Bidder / Offeror agrees to make every reasonably good faith effort to utilize DBE's in the performance of this contract. Bidder / Offeror will take affirmative steps to meet the DBE contract goal set for this bid.

Company Name: Crandall Arambula PC

Address: 520 SW Yamhill Street

Roof Suite 4

Portland, OR 97204

Signed: _____

Title: Principal

Phone Number: 503. 417.7879

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ATTACHMENT A-1: DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM

DBE PROJECT GOAL: Race Neutral

The Bidder / Offeror 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/SOQ as non-responsive. Race neutral procurements do not require good faith effort documentation.

☐ **Bidder / Offeror *will meet or exceed* the DBE goal for this contract**. If awarded this contract, Bidder / Offeror 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/Offerors 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.

DBE Name & Address	Description of Work	$ Amount of Participation	% of Total Price
_____	_____	$_____	_____%
_____	_____	$_____	_____%
_____	_____	$_____	_____%
_____	_____	$_____	_____%

(Attach additional sheets if necessary)

☐ Bidder / Offeror *does not* meet the DBE goal for this contract. **Bidder / Offeror certifies that it has made good faith efforts** in accordance with the bid/SOQ 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.**

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❑ Bidder / Offeror *does not* meet the DBE goal for this contract. **Bidder / Offeror certifies that there exists no opportunity for subcontracting as part of this project**. It is the general practice of Bidder / Offeror'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.

Date: _____

Company Name: Crandall Arambula

Signature: _____

Printed Name: Don Arambula

Title: Principal

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ATTACHMENT A-2: SAMPLE LETTER OF INTENT TO SUBCONTRACT WITH DBE FIRM

CRANDALL ARAMBULA
URBAN DESIGN | ARCHITECTURE | PLANNING

(DATE)

Not Applicable : Crandall Arambula will complete all service in-house and not employ any subcontractors

(DBE)

(Name and Address)

Reference: *(Project Name and Bid/SOQ Number)*

(Appropriate Salutation)

Our firm is submitting a bid/SOQ 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 Consultant 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 pres ently certified as a DBE by the Utah Uniform Certification Program (UUCP).**

DBE firm has read and certifies to the above:	**Prime Consultant:**
_____	_____
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 subconsultant must be listed, and all amounts to be paid to the DBE subconsultant must be specified.

THE SUCCESSFUL BIDDERS/ OFFERORS SHALL REQUIRE ALL SUBCONSULTANTS TO COMPLETE AND SUBMIT THE FEDERAL CERTIFICATION ATTACHMENTS A, A-1, A-2, A-3, A-5, B, C, D, E, F AND G IF APPLICABLE.

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ATTACHMENT A-3: GOOD FAITH EFFORTS DOCUMENTATION FORM

Whether a Bidder / Offeror meets or does not meet the DBE goal, the Bidder / Offeror must submit this form with its DBE Participation Form (Attachment A-1). **In the case of a race neutral project, the Bidder / Offeror is not required to submit good faith efforts documentation.** The Bidder / Offeror must submit a copy of the document(s) sent to DBE's. Failure to submit this form with its bid/SOQ and requested additional documentation may render the bid/SOQ non-responsive. UTA's DBE Liaison Officer may require that the Bidder / Offeror provide additional substantiation of good faith efforts.

Firm Name	Contact Person	Area of Expertise	Date	Response
Not Applicable : Crandall Arambula will complete all service in-house and not employ any subcontractors				

By submitting and signing this form, including any continuation form(s), the Bidder / Offeror 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: Don Arambula

Title: Principal

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ATTACHMENT C: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION FROM TRANSACTIONS FINANCED IN PART BY THE U.S. GOVERNMENT

This certification is made in accordance with Executive Order 12549, 49 CFR Part 29, 31 USC §6101 and similar federal requirements regarding debarment, suspension and ineligibility with respect to federally-funded contracts.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that none of the Consultant, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Consultant is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or SOQ, the bidder or Offeror certifies as follows:

> The certification in this clause is a material representation of fact relied upon by the Federal Transit Administration. If it is later determined that the bidder or Offeror knowingly rendered an erroneous certification, in addition to remedies available to the Federal Transit Administration, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or Offeror agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or Offeror further agrees to include a provision requiring such compliance in its lower tier covered transactions.

If the bidder or Offeror is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing an "X" in the following space _____.

Signature of the Bidder or Offeror Authorized Official

Don Arambula, Principal

Name and Title of the Bidder or Offeror Authorized Official

FEDERAL ID # 93-1238965

April 4, 2022

Date

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Instructions for Certification

1. **By signing and submitting this bid or SOQ, the prospective Consultant is providing the signed certification set out below:**

   "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

   (1) The prospective Consultant certifies, by submission of this bid or SOQ, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
   (2) When the prospective Consultant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this bib or SOQ.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction wa s entered into. If it is later determined that the prospective Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, UTA may pursue available remedies, including suspension and/or debarment.
3. The prospective Consultant shall provide immediate written notice to UTA if at any time the prospective Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "SOQ," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact UTA for assistance in obtaining a copy of those regulations.
5. The prospective Consultant agrees by submitting this SOQ that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is de barred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by UTA.
6. The prospective Consultant further agrees by submitting this SOQ that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to excee d that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, UTA may pursue available remedies including suspension and/or debarment.

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ATTACHMENT D: CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Don Arambula, Principal, hereby certifies

(Name and Title of Company Official)

on behalf of Crandall Arambula 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. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this 4 day of April, 2022.

By

(Signature of Authorized Official)

Principal

(Title of Authorized Official)

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ATTACHMENT E: CARGO PREFERENCE -- USE OF UNITED STATES-FLAG VESSELS

Pursuant to Maritime Administration regulations, "Cargo Preference -- U.S.-Flag Vessels", 46 C.F.R. Part 381, the Consultant shall insert the following clauses in contracts it awards in which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project:

AS REQUIRED BY 46 C.F.R. PART 381, THE CONSULTANT AGREES --

(1) TO UTILIZE 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, MATERIALS, OR COMMODITIES PURSUANT TO THIS CONTRACT TO THE EXTENT SUCH VESSELS ARE AVAILABLE AT FAIR AND REASONABLE RATES FOR UNITED STATES-FLAG COMMERCIAL VESSELS.

(2) TO FURNISH WITHIN 20 DAYS FOLLOWING THE DATE OF LOADING FOR SHIPMENTS ORIGINATING WITHIN THE UNITED STATES, OR WITHIN 30 WORKING DAYS FOLLOWING THE DATE OF LOADING FOR SHIPMENT 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 PARAGRAPH (1) ABOVE TO THE AUTHORITY (THROUGH THE PRIME CONSULTANT IN THE CASE OF SUBCONSULTANT BILLS-OF-LADING) AND TO THE DIVISION OF NATIONAL CARGO, OFFICE OF MARKET DEVELOPMENT, MARITIME ADMINISTRATION, 400 SEVENTH STREET, S.W., WASHINGTON, D.C. 20590, MARKED WITH APPROPRIATE IDENTIFICATION OF THE PROJECT.

(3) TO INSERT THE SUBSTANCE OF THE PROVISIONS OF THIS CLAUSE IN ALL SUBCONTRACTS ISSUED PURSUANT TO THIS CONTRACT.

Not Applicable: Service will not require any cargo

Date April 4, 2022

Signature

Title Principal

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ATTACHMENT F: SOLICITATION STATISTICS

Dear Subconsultant:

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 SUBCONSULTANTS**. Return the form from each Offeror **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. If you have any questions, comments or suggestions, please contact Raymond Christy, UTA's DBE Liaison Officer (801) 262-5626 extension 3537.

This information will only be used for statistical purposes as allowed under 49 CFR Part 26.

Firm Name: _____Crandall Arambula_____

Firm Address: ___520 SW Yamhill Street_____

___Roof Suite 4_____

___Portland, OR 97204_____

Status: Non-DBE __X__ DBE ____

Company's Type of Work:_____Urban Design, Planning, and Architecture_____

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Company Owner(s) Ethnic Background (optional)		
____African American	____ Asian	__X__ Male
__X__ Hispanic	____ Native American	____Female
____ Polynesian	__X__ Caucasian	____Other _____

Annual Gross Receipts of the Firm: (check one)

0 to $500,000	_____	$500,000 - $1,000,000	__X__
$1 Million - $5 Million	_____	$5 Million - $10 Million	_____
$10 Million - $16.7 Million	_____	Above $16.7 Million	_____

Name of Solicitation: TOD Station Area Consulting Services Pool

ATTACHMENT G: Requirement for Written Subcontracts

(To be submitted with Bid or SOQ)

Provided that your firms Bid or SOQ is determined to be the winner for this Procurement, (UTA Number: 22-03567VW, Bidder/Offeror: Crandall Arambula, does hereby acknowledge and agree to comply with by signing below, the Authority's requirement to have written subcontracts for all the Work provided for by subconsultants at any tier for the Work awarded to them through this Procurement, and that Bidder/Offeror will pass along all applicable requirements, federal or otherwise, but not limited thereto to all sub tier Consultants.

Company Name: Crandall Arambula

Signed by: Don Arambula

Title: Principal

Date: April 4, 2022

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EXHIBIT E -FEDERAL CLAUES

FEDERAL CLAUSES

ACCESS TO RECORDS AND REPORTS

The Consultant agrees to provide the Authority, 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 Consultant which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. The Consultant also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any project management oversight auditor access to the Consultant's records and construction sites pertaining to a major capital project (defined at 49 USC §5302(a)(1)), which is receiving federal financial assistance through the programs described at 49 USC §§5307, 5309 or 5311. The Consultant further agrees to include in all of its subcontracts and purchase orders under the Contract a provision to the effect that the Subconsultant or Supplier agrees that the Authority, the United States Department of Transportation and the Comptroller General of the United States, the project management oversight auditor, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the Subconsultant or Supplier.

INCORPORATION OF FTA TERMS

All contractual provisions required by the United States Department of Transportation, as set forth in the most recent edition and revisions of FTA Circular 4220.1F, "Third Party Contracting Guidance," are incorporated by reference into the Contract Documents. All FTA mandated terms shall take precedence over other conflicting terms, if any in the Contract Documents. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests that would cause the Authority to be in violation of any FTA terms and conditions.

FEDERAL CHANGES

The Consultant 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 the Authority and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. The Consultant's failure to so comply shall constitute a material breach of the Contract.

ENERGY CONSERVATION REQUIREMENTS

The Consultant 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.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Authority and the Consultant acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Authority, the Consultant or any other party (whether or not a party to the Contract) pertaining to any matter resulting from the Contract. The Consultant agrees to include the above clause in each subcontract or purchase order 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 Subconsultant or Supplier who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801, et seq. and United States Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Contract. Upon execution of the underlying Contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has

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made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which the Work is being performed. In addition to other penalties that may be applicable, the Consultant 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 Consultant to the extent the federal government deems appropriate. The Consultant 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 USC §5307, the federal government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5307(n)(1) on the Consultant, to the extent the federal government deems appropriate. The Consultant agrees to include the above two clauses in each subcontract or purchase order 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 Subconsultant or Supplier who will be subject to the provisions.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

The Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that none of the Consultant, its principals (as defined at 49 CFR 29.995) or affiliates (as defined at 49 CFR 29.905) are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Consultant is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any subcontract or purchase order that it enters into. *(A certification is to be submitted with each bid or offer of $25,000 or more.)*

BUY AMERICA CERTIFICATION

Applicable Only to Contracts valued at more than $100,000]
Consultant shall comply with 49 USC 5323(j) and 49 CFR 661, as amended by MAP-21 stating that federal funds 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. Separate requirements for rolling stock are set out at 49 USC §5323(j)(2)(C) and 49 CFR §661.11. Rolling stock must be assembled in the United States and have the applicable percentage of domestic content required by 49 USC 5323(j) and 49 CFR 661. Consultant shall be responsible for ensuring that lower tier Consultants and subconsultants are in compliance with these requirements. All Offerors to the UTA solicitation for the Contract must include the appropriate Buy America certification with their responses and any response that is not accompanied by a completed Buy America Certification will be rejected as nonresponsive.

FLY AMERICA REQUIREMENTS

The Consultant agrees to comply with 49 USC §40118 and 41 CFR Part 301-10, which provide that Consultants are required to use United States -Flag air carriers for federally 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 49 USC §40118 and CFR Part 301-10.

CIVIL RIGHTS REQUIREMENTS

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL)

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regulations, "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), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, 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 Consultant agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(3) The Consultant also 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

DISADVANTAGED BUSINESS ENTERPRISES (DBE)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **7%.** A separate contract goal ~~**[of __% DBE participation has]**~~ **[has not]** been established for this procurement. The goal of Race Neutral is established on locally funded projects and task orders. On federally funded projects and task orders, each will be reviewed individually and assessed for DBE participation.

b. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **{insert agency name}** deems appropriate. Each subcontract the Consultant signs with a subconsultant must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. ***{If a separate contract goal has been established, use the following}*** Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following **[concurrent with and accompanying sealed bid] [concurrent with and accompanying an initial SOQ] [prior to award]**:

1. The names and addresses of DBE firms that will participate in this contract;

2. A description of the work each DBE will perform;

3. The dollar amount of the participation of each DBE firm participating;

4. Written documentation of the bidder/offeror's commitment to use a DBE subconsultant whose participation

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it submits to meet the contract goal;

5. Written confirmation from the DBE that it is participating in the contract as provided in the prime Consultant's commitment; and

6. If the contract goal is not met, evidence of good faith efforts to do so.

[Bidders][Offerors] must present the information required above **[as a matter of responsiveness] [with initial SOQs] [prior to contract award]** (see 49 CFR 26.53(3)).

{If no separate contract goal has been established, use the following} The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The Consultant is required to pay its subconsultants performing work related to this contract for satisfactory performance of that work no later than 30 days after the Consultant's receipt of payment for that work from the **{insert agency name}.** In addition, **[the Consultant may not hold retainage from its subconsultants.] [is required to return any retainage payments to those subconsultants within 30 days after the subconsultant's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subconsultants within 30 days after incremental acceptance of the subconsultant's work by the {insert agency name} and Consultant's receipt of the partial retainage payment related to the subconsultant's work.]**

e. The Consultant must promptly notify **{insert agency name}**, whenever a DBE subconsultant performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subconsultant to perform at least the same amount of work. The Consultant may not terminate any DBE subconsultant and perform that work through its own forces or those of an affiliate without prior written consent of **{insert agency name}.**

TERMINATION

(For contracts over $10,000.00)

a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Consultant when it is in the Government's best interest. The Consultant shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Consultant shall promptly submit its termination claim to (Recipient) to be paid the Consultant. If the Consultant has any property in its possession belonging to the (Recipient), the Consultant 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 Consultant does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Consultant fails to perform in the manner called for in the contract, or if the Consultant fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant 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 Consultant 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 Consultant, the (Recipient), after setting up a new delivery of performance schedule, may allow the Consultant 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 Consultant [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

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If Consultant 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 consultant 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 Consultant. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against consultant 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 Consultant 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 Consultant refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Consultant 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 Consultant a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete 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 Consultant and its sureties shall be liable for any damage to the Recipient resulting from the Consultant's refusal or failure to complete the work within specified time, whether or not the Consultant's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Consultant's right to proceed shall not be terminated nor the Consultant 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 Consultant. Examples of such causes include acts of God, acts of the Recipient, acts of another Consultant in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the Consultant, 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 Consultant's right to proceed, it is determined that the Consultant 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.

DEBARMENT AND SUSPENSION

[Applicable Only to Contracts valued at more than $25,000]

Consultant shall comply and facilitate compliance with U.S. DOT regulations, "No procurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (No procurement)," 2 CFR Part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the Contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the Contract amount. As such, Consultant shall verify that its principals, affiliates, and subconsultants are eligible to participate in this federally funded contract and are not presently declared by any federal department or agency to be: (i) debarred from participation in any federally assisted award; (ii) suspended from participation in any federally assisted award; (iii) proposed for debarment from participation in any federally assisted award; (iv) declared ineligible to participate in any federally assisted

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award; (iv) voluntarily excluded from participation in any federally assisted award; and/or (v) disqualified from participation in ay federally assisted award. By submitting a response to UTA's solicitation for the Contract, Consultant has certified that the foregoing items (i) through (v) are true. The certification in this clause is a material representation of fact relied upon by UTA. If it is later determined by UTA that Consultant knowingly rendered an erroneous certification, in addition to other remedies available that may be available to UTA, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant agrees to comply with the requirements of 2 CFR Part 180, subpart C, as supplemented by 2 CFR Part 1200, during the Contract term. Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ADA ACCESS

ADA Access for Individuals with Disabilities – The Consultant agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing.

Domestic Preference

In accordance with 2 CFR 200.322 all Consultants shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
For purposes of this clause:

a. " Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through application of coatings, occurred in the United States.
b. "Manufacturing products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

This requirement must be included in all subcontracts awarded under this award.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

In accordance with 2 CFR 200.216, Consultant and its subconsultants 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.

a. "covered telecommunications equipment or services" is telecommunications or video surveillance equipment or services produced by:
    a. Huawei Technologies Company
    b. ZTE Corporation

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c. Hytera Communications Corporation
d. Hangzhou Hikvision Digital Technology Company
e. Dahua Technology Company
f. Any subsidiary of the above listed entities.

Federal Clauses Applicable only to Construction Contracts

CLEAN AIR REQUIREMENTS

The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401, et seq. The Consultant agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office. The Consultant also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with federal assistance provided by FTA.

CLEAN WATER REQUIREMENTS

The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251, et seq. The Consultant agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate Regional Office of the United States Environmental Protection Agency. The Consultant also agrees to include these requirements in each subcontract or purchase order exceeding $100,000 financed in whole or in part with federal assistance provided by FTA.

FLY AMERICA REQUIREMENTS

The Consultant agrees to comply with 49 USC §40118 and 41 CFR Part 301-10, which provide that Consultants are required to use United States -Flag air carriers for federally 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 49 USC §40118 and CFR Part 301-10.

SEISMIC SAFETY REQUIREMENTS

The Consultant 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 Consultant also agrees to ensure that all work performed under this contract including work performed by a subconsultant is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

DAVIS-BACON ACT PREVAILING WAGE AND COPELAND ACT ANTI-KICKBACK REQUIREMENTS

(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 Consultant 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 quarterly) 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 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 consultant and its subconsultants at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
(ii)(A) UTA's Civil Rights Compliance Office 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. UTA's Civil Rights Compliance Office shall approve

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an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
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

(1) The classification is utilized in the area by the construction industry; and

(2) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(3) 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 Consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and UTA's Civil Rights Compliance Office 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 UTA's Civil Rights Compliance Office 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 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(C) In the event Consultant, the laborers or mechanics to be employed in the classification or their representatives, and UTA's Civil Rights Compliance Office do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), UTA's Civil Rights Compliance Office shall refer the questions, including the views of all interested parties and the recommendation of UTA's Civil Rights Compliance Office, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under the 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, Consultant 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 Consultant does not make payments to a trustee or other third person, Consultant 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 consultant, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require Consultant to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) UTA's Civil Rights Compliance Office 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. UTA's Civil Rights Compliance Office shall approve an additional classification and wage rate and fringe benefits therefore 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 Consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and UTA's Civil Rights Compliance Office agree on the classification and wage rate (including

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the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by UTA's Civil Rights Compliance Office 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 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(C) In the event Consultant, the laborers or mechanics to be employed in the classification or their representatives, and UTA's Civil Rights Compliance Office do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), UTA's Civil Rights Compliance Office shall refer the questions, including the views of all interested parties and the recommendation of UTA's Civil Rights Compliance Office, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under the 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 Consultant under the Contract or any other federal contract for which Consultant is the prime Consultant, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by 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 Consultant or any subconsultant 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 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 consultant during the course of the work and preserved for a period of three 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, Consultant 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. If Consultant employs apprentices or trainees under approved programs, Consultant 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) Consultant shall submit weekly for each week in which any work under the Contract is performed a copy of all payrolls to UTA for transmission to the FTA. 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 WH-347 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. Consultant is responsible for the submission of copies of payrolls by all subconsultants.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by consultant or subconsultant or his or her agent who pays or supervises the payment of the persons employed under the Contract

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and shall certify the following: 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:

(1) 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; and

(2) 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 (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject Consultant or subconsultant to civil or criminal prosecution under Section 1001 of title 18 and Section 231 of title 31 of the United States Code.

(iii) Consultant and any subconsultant shall make the records required under paragraph (3) of this section available for inspection, copying, or transcription by authorized representatives of the FTA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If Consultant or subconsultant fails to submit the required records or to make them available, the federal agency may, after written notice to 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 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 consultant 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 Consultant 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 Consultant's or subconsultant'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, Consultant 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,

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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, Consultant 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 "Anti-Kickback" Act Requirements – Consultant shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in the Contract. Consultant 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 – Consultant and any subconsultant shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. Consultant shall be responsible for the compliance by any subconsultant or lower tier subconsultant with all the contract clauses in 29 CFR 5.5.

BONDING REQUIREMENTS

(Applicable Only to Contracts valued at more than $150,000]

Unless a different requirement is set forth in the Contract, Consultant shall maintain the following bonds:

A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

A performance bond in the amount of **100%** of the Contract value is required by the Recipient to ensure faithful performance of the Contract. The performance bond shall be provided by consultant and shall remain in full force for the term of the Contract. Consultant will provide the performance bond to UTA within ten (10) business days from execution of the Contract. The performance bond must be provided by a fully qualified surety company acceptable to the UTA and listed as a company currently authorized under 31 CFR Part 22 as possessing a certificate of authority as described thereunder. UTA may require additional performance bond protection if the Contract price is increased. The increase in protection shall generally equal 100 percent of the increase in Contract price. UTA may secure additional protection by directing Consultant to increase the amount of the existing bond or to obtain an additional bond.

A labor and materials payment bond equal to the full value of the Contract must be furnished by Consultant to UTA as security for payment by consultant and subconsultants for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to UTA and listed as a company currently authorized under 31 CFR Part 223 as possessing a certificate of authority as described thereunder.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 11/30/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Jordan Swain, TOC Project Manager

TITLE:

Contract: Task Ordering Agreement for TOD Station Area Planning Consultant Pool E (Fehr & Peers)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Authorize the Executive Director to execute the task ordering agreement with Fehr & Peers to add them to the Station Area Planning Pool of Consultants (Pool E).

BACKGROUND:
UTA is providing technical assistance to cities that are completing station area planning work in response to Utah House Bill (HB)462 requirements.

DISCUSSION:
In response to HB462, the Transit Oriented Communities (TOC) Department is setting up and maintaining pools of pre-qualified consultants that may be solicited to complete particular tasks related to transit oriented development (TOD) station area planning via task order. Said pools will increase UTA's efficiency and ability to respond to the needs of our partner cities. Fehr & Peers has been selected for Pool E: Transportation & Parking Demand Management. No work is authorized, nor funds obligated until a task order is issued under this contract. Individual task orders totaling $200,000 or more will be brought to the board for approval. If the total cost of all task orders issued under this agreement exceeds $600,000, additional Board approval will be required.

CONTRACT SUMMARY:

Contractor Name:	Fehr & Peers
Contract Number:	22-035675
Base Contract Effective Dates:	12/01/2022 to 11/01/2027
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	$0
Procurement Method:	RFQU (Qualification)
Budget Authority:	This project is included in the 2022 Capital Budget.

ALTERNATIVES:

Procure services to aid cities with station area planning through individual RFPs rather than use a pool of qualified vendors. This could significantly slow the process of station area planning.

FISCAL IMPACT:

Station area plans will be funded through a combination of FTA grants, partner funds, and UTA capital project funds. Task orders will be issued and executed as funds are available and accounted for in the approved capital budget.

ATTACHMENTS:

1. Task Ordering Agreement

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TASK ORDERING AGREEMENT FOR PROFESSIONAL SERVICES
UTA CONTRACT #22-035675VW
TOD Station Area Planning Consultant Pool E

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 Fehr & Peers ("Consultant").

RECITALS

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

WHEREAS, On March 17, 2022, UTA issued Request for Qualifications Package Number 22-03567 ("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.

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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. The Consultant's 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 the work identified in the scope of work attached as an Exhibit to that Task Order.

c. 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

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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) 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. FINAL ACCEPTANCE OF TASKS

Each Task shall be entirely completed 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 November 1, 2027. The 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

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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 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

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. 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.

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.

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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. Consultant shall invoice UTA after achievement of contractual milestones and satisfactory performance of all Services. Consultant shall submit invoices to ap@rideuta.com for processing and payment. 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 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.

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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 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. However, nothing in this Contract shall preclude Consultant from utilizing concepts and designs similar to those utilized for this Contract on other projects for other clients not associated with UTA, provided such other projects are not substantially identical to the subject project and UTA understands and acknowledges that Consultant may use details and/or designs that are generally recognized as standard or of common usage in the industry on projects other than the subject project even though they may be used under this Contract.

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:

Preston Stinger, PTP – Project Manager

Bob Grandy, TE – Transit Practice Leader

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Maria Vyas, AICP – Multi-Modal Integration

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 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 Services using other Consultants or UTA's own forces, in which event Consultant shall

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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 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.

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17. FINDINGS CONFIDENTIAL

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

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

mitigation of the breach for review and approval by UTA.

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

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, 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, to the extent caused, in whole or in part, by the negligent acts or omissions, or willful misconduct 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.

20. INSURANCE REQUIREMENTS

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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 Consultant from liabilities that might arise out of the performance of the work under this contract by the Consultant, his agents, representatives, employees or subconsultants and Consultant is free to purchase additional insurance as may be determined necessary.

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

1. Commercial General Liability – Occurrence Form
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $4,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $2,000,000

   a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be 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

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a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.

b. This requirement shall not apply when a consultant or subconsultant is exempt under UCA 34A-2-103, AND when such consultant or subconsultant executes the appropriate waiver form.

4. Professional Liability (Errors and Omissions Liability)
The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

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

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

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.

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.

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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 insurancecerts@rideuta.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 insurancecerts@rideuta.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. SUBCONSULTANTS: Consultants' certificate(s) shall include all subconsultants as additional insureds under its policies or subconsultants shall maintain separate insurance as determined by the Consultant, however, subconsultant's limits of liability shall not be less than $1,000,000 per occurrence / $2,000,000 aggregate. Sub-consultants maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-consultants. Utah Transit Authority must be scheduled as an additional insured on any sub-consultant policies.

G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the 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 by Consultant 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 by Consultant 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.

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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 Consultant 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 by Consultant 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 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.

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

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order, shall be as follows:

Level of Authority		Time Limit
UTA	**FEHR & PEERS**	
UTA's Project Manager	Consultant's Project Manager	Five calendar days
UTA's Director of Real Estate & TOD	Consultant's Principal	Five calendar days
UTA's Chief Service Development Officer	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.

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: Vicki Woodward
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

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Fehr & Peers
Preston Stinger, PTP, LEED GA
Project Manager
2180 S 1300 E
SLC, UT 84106

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

30. INSURANCE COVEREAGE 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-818.5for the subconsultant's employees and the employee's dependents during the duration of the subcontract.

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.

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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. 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.

35. 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 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.

36. AMENDMENTS

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

37. 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.

38. 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.

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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,

Executive Director

By Date:

Mary DeLoretto,

Chief Service Development Officer

Approved as to Content and Form

By: DocuSigned by: Michael Bell 70E33A415BA44F6... Date: 11/10/2022

Mike Bell, AAG State of Utah

And UTA Legal Counsel

Reviewed & Recommended

By: Date:

Jordan Swain

TOD Project Manager

UTA Project Number 22-035675VW

FEHR & PEERS:

By: DocuSigned by: Preston Stinger C710C0285C1848B... Date: 11/10/2022

Preston Stinger, PTP, LEED GA

Project Manger

Federal ID#68-0065540

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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.

Task Orders using FTA funds shall include required FTA assurances and clauses. DBE utilization shall be determined on a task order by task order basis.

UTA is awarding of one or more Master Tasks Ordering Agreements(s) (MTOA). Fehr & Peers, being awarded a MTOA for POOL E: Transportation & Parking Demand Management Strategies.

The Period of Performance shall be until November 1, 2027. Task Orders will be issued as needed.

Overall management of the MTOA and Task Orders will be under the direction of UTA through the TOD Office. Work by the selected Consultant shall be in conformance with the pricing, schedule, staffing plan, and budget included in the MTOA and the individual Task Orders.

The Consultant is expected to perform and fulfill the following activities and requirements for Utah Transit Authority. UTA plans to invest in its people, leverage our human capital, and cultivate UTA way mindset and behaviors. Regular organizational assessments, intact team agility work and ongoing coaching and consulting with senior leadership will arm UTA employees and leaders with the tools and skills necessary to succeed.

POOL E: Transportation & Parking Demand Management Strategies

Element 1: Transportation & Parking Demand Management Assessment

Assessing the existing modes of travel through a Station Area and those connections to transit platforms is critical for increasing ridership and reducing single-occupancy vehicle trips. An analysis of these travel patterns must be conducted at this local scale to better understand where interventions can be made within a Station Area and its immediate surroundings to improve travel efficiency, safety, and enjoyability.

Element 2: Transportation & Parking Demand Management Strategies

Based on the assessment of existing conditions for travelers within the Station Area, the Consultant will make recommendations to increase modal efficiency, safety, and enjoyability. All recommendations must take into account what governing bodies have authority - that may be UTA, UDOT, a city, a county, or other government entity. Focus should be placed on identifying the modes of travel through the Station Area that are the least efficient and most unpleasant for potential transit riders and presenting strategies that directly address those issues. Strategies should

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include but are limited to: cost-based strategies (such as parking fees and transit subsidies for local users), supply-based strategies (such as roadway restrictions or parking reductions), and supportive strategies (such as rideshare or ride matching, extended-hour solutions, trip planning assistance). A methodology for measuring and evaluating the performance of any proposed strategy must also be provided.

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EXHIBIT B – PRICING

22-03567VW UTA TOD Station Area Consulting Services "Form A" Cost Rate Form
POOL E – Transportation & Parking Demand Management Strategies
Fehr & Peers

No.	Firm	Prime	Sub	Last Name	First Name	Discipline/Classification	Basic Hourly Rate	Overhead rate Percentage	Fee	Fully Burdened Bill Rate
1	Fehr & Peers	x		Stinger	Preston	Project Manager	$ 75.48	189.31%	12%	$ 244.58
2	Fehr & Peers	x		Grandy	Bob	Transit Practice Leader	$ 127.40	189.31%	12%	$ 412.81
3	Fehr & Peers	x		Vyas	Maria	Multimodal Integration	$ 75.48	189.31%	12%	$ 244.58
4	Fehr & Peers	x		Sieff	Carly	First/Last Mile Specialist	$ 58.65	189.31%	12%	$ 190.04
5	Fehr & Peers	x		Baird	Tim	Big Data	$ 47.36	189.31%	12%	$ 153.46
6	Fehr & Peers	x		Skollingsberg	Kathrine	Planning	$ 38.46	189.31%	12%	$ 124.62
7	Fehr & Peers	x		Yamagata	Seishi	Traffic Operations	$ 45.67	189.31%	12%	$ 147.98
8	Fehr & Peers	x		Brockmyer	Richard	Forecasting	$ 55.29	189.31%	12%	$ 179.15
9	Fehr & Peers	x		Bender	Christopher	Parking	$ 45.67	189.31%	12%	$ 147.98
10	Fehr & Peers	x		Cawley	Dan	TDM	$ 50.48	189.31%	12%	$ 163.57
11	L2 Data Collection		x	Vawdrey	Lori	Data Collection	all services are invoiced as a unit cost or lump sum for data collection			
12							$	%	%	$
13							$	%	%	$
14							$	%	%	$
15							$	%	%	$
16							$	%	%	$
17							$	%	%	$
18							$	%	%	$
19							$	%	%	$
20							$	%	%	$

Signature:
Title: Principal

Date: August 8, 2022

Fehr & Peers annual rate adjustment occurs Oct 1 of each year starting 2023: * Annual escalation of 3%.

L2 Data Collection annual rate adjustment occurs Oct 1 of each year starting 2023: * Annual escalation of 3%.

CONTRACT PRICING STRUCTURE

For the avoidance of doubt, this contract is a firm fixed price labor hour contract. The labor rates for the various categories of labor to be used under this contract are loaded with overhead, profit and G& A and are fixed for the life of the contract subject to a yearly 3% escalation factor.

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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 _____, (Consultant) 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 Consultant 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 Consultant or its appointed representative

UTAH TRANSIT AUTHORITY:	CONSULTANT:
By: _____ Date	By: _____
By: _____ Date	Date: _____
By: _____ Date	
By: _____	

ATTACHMENT 1 – TASK ORDER STATEMENT OF WORK OR SERVICES

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EXHIBIT D – FEDERAL FORMS

ATTACHMENT A: EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE STATEMENT

The undersigned states on behalf of the Bidder / Offeror Fehr & Peers.

A. The Bidder / Offeror 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, subconsultants, etc. of the Bidder / Offeror 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 / Offeror designates -- Name Maria Vyas, AICP

Title Principal

as the person assigned the responsibility for securing compliance with and reporting progress to the Bidders/ Offerors and UTA's Civil Rights Office on all EEO efforts initiated and taken.

C. Bidder / Offeror 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 / Offeror 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 / Offeror EEO and DBE requirements.

D. Bidder / Offeror agrees to make every reasonably good faith effort to utilize DBE's in the performance of this contract. Bidder / Offeror will take affirmative steps to meet the DBE contract goal set for this bid.

Company Name: Fehr & Peers

Address: 2180 South 1300 East, Ste 220, Salt Lake City, UT 84106

Signed:

Title: Principal

Phone Number: (801) 463-7600

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ATTACHMENT A-1: DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM

DBE PROJECT GOAL: Race Neutral

The Bidder / Offeror 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/SOQ as non-responsive. Race neutral procurements do not require good faith effort documentation.

☒ **Bidder / Offeror *will meet or exceed* the DBE goal for this contract**. If awarded this contract, Bidder / Offeror will subcontract with the DBEs listed below, which will be performing a total of _____ **percent** (N/A %) of the total dollar amount of the contract work.

Bidders/Offerors 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.

DBE Name & Address	Description of Work	$ Amount of Participation	% of Total Price
L2 Data Collection 1775 West State Street #204, Boise, ID 83702	Multimodal data collection	$ Not Applicable (N/A)	N/A %
		$	%
		$	%
		$	%

(Attach additional sheets if necessary)

☐ Bidder / Offeror *does not* meet the DBE goal for this contract. **Bidder / Offeror certifies that it has made good faith efforts** in accordance with the bid/SOQ 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.**

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☐ Bidder / Offeror *does not* meet the DBE goal for this contract. **Bidder / Offeror certifies that there exists no opportunity for subcontracting as part of this project**. It is the general practice of Bidder / Offeror'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.

Date: April 21, 2022

Company Name: Fehr & Peers

Signature: _____

Printed Name: Maria Vyas, AICP

Title: Principal

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ATTACHMENT A-3: GOOD FAITH EFFORTS DOCUMENTATION FORM

Whether a Bidder / Offeror meets or does not meet the DBE goal, the Bidder / Offeror must submit this form with its DBE Participation Form (Attachment A-1). **In the case of a race neutral project, the Bidder / Offeror is not required to submit good faith efforts documentation.** The Bidder / Offeror must submit a copy of the document(s) sent to DBE's. Failure to submit this form with its bid/SOQ and requested additional documentation may render the bid/SOQ non-responsive. UTA's DBE Liaison Officer may require that the Bidder / Offeror 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 / Offeror 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: April 21, 2022

Signature:

Printed Name: Maria Vyas, AICP

Title: Principal

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ATTACHMENT A-5: EMPLOYMENT PRACTICES / EEO PLAN

A) Consultants 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: Maria Vyas, AICP, Principal

(Print name & title)

Solicitation No. 22-03567VW

Name of Project TOD Station Area Consulting Services Pools

Location of Workforce Salt Lake City, UT

Prime Consultant Maria Vyas, AICP

In keeping with UTA policy of nondiscrimination in employment practices, the Fehr & Peers (Name of Company) has set as a project goal for the utilization of minorities, which is N/A %. 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 Fehr & Peers (Company name), by its Principal (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 Consultants)

If the Consultant 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.

Principal

Signature and Title of Company Official (Consultant)

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ATTACHMENT B: BUY AMERICA CERTIFICATE

Solicitation No. 22-03567VW

Exhibit ___

UTAH TRANSIT AUTHORITY

BUY AMERICA CERTIFICATE

(Federally assisted Contract)

SECTION (1); Certify only for IRON, Steel or MANUFACTURED PRODUCTS: ***(Mark One)***

○ **CERTIFICATE OF COMPLIANCE WITH SECTION 165(a).** The offeror hereby certifies that it *will comply* with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, *and* the applicable regulations of 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 Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it *may qualify for an exception* to the requirement pursuant to Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and 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 Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, 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 Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but it *may qualify for an exception* to the requirement consistent with Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR Part 661.7.

SECTION (3); OFFEROR'S SIGNATURE: *(Sign, date and enter your title and the name of your company)*

Not applicable: Planning Pool — April 21, 2022

Signature — Date

Principal

Title

Fehr & Peers

Name of Company/Offeror

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ATTACHMENT C: **CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION FROM TRANSACTIONS FINANCED IN PART BY THE U.S. GOVERNMENT**

This certification is made in accordance with Executive Order 12549, 49 CFR Part 29, 31 USC §6101 and similar federal requirements regarding debarment, suspension and ineligibility with respect to federally-funded contracts.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that none of the Consultant, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Consultant is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or SOQ, the bidder or Offeror certifies as follows:

> The certification in this clause is a material representation of fact relied upon by the Federal Transit Administration. If it is later determined that the bidder or Offeror knowingly rendered an erroneous certification, in addition to remedies available to the Federal Transit Administration, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or Offeror agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or Offeror further agrees to include a provision requiring such compliance in its lower tier covered transactions.

If the bidder or Offeror is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing an "X" in the following space _____.

_____

Signature of the Bidder or Offeror Authorized Official

Maria Vyas, AICP, Principal

Name and Title of the Bidder or Offeror Authorized Official

FEDERAL ID # 68-0065540

April 21, 2022

Date

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ATTACHMENT D: CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Maria Vyas, AICP, Principal, hereby certifies

(Name and Title of Company Official)

on behalf of Fehr & Peers 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. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this 21st day of April, 2022.

By _____

(Signature of Authorized Official)

Principal

(Title of Authorized Official)

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ATTACHMENT E: CARGO PREFERENCE -- USE OF UNITED STATES-FLAG VESSELS

Pursuant to Maritime Administration regulations, "Cargo Preference -- U.S.-Flag Vessels", 46 C.F.R. Part 381, the Consultant shall insert the following clauses in contracts it awards in which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project:

AS REQUIRED BY 46 C.F.R. PART 381, THE CONSULTANT AGREES --

(1) TO UTILIZE 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, MATERIALS, OR COMMODITIES PURSUANT TO THIS CONTRACT TO THE EXTENT SUCH VESSELS ARE AVAILABLE AT FAIR AND REASONABLE RATES FOR UNITED STATES-FLAG COMMERCIAL VESSELS.

(2) TO FURNISH WITHIN 20 DAYS FOLLOWING THE DATE OF LOADING FOR SHIPMENTS ORIGINATING WITHIN THE UNITED STATES, OR WITHIN 30 WORKING DAYS FOLLOWING THE DATE OF LOADING FOR SHIPMENT 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 PARAGRAPH (1) ABOVE TO THE AUTHORITY (THROUGH THE PRIME CONSULTANT IN THE CASE OF SUBCONSULTANT BILLS-OF-LADING) AND TO THE DIVISION OF NATIONAL CARGO, OFFICE OF MARKET DEVELOPMENT, MARITIME ADMINISTRATION, 400 SEVENTH STREET, S.W., WASHINGTON, D.C. 20590, MARKED WITH APPROPRIATE IDENTIFICATION OF THE PROJECT.

(3) TO INSERT THE SUBSTANCE OF THE PROVISIONS OF THIS CLAUSE IN ALL SUBCONTRACTS ISSUED PURSUANT TO THIS CONTRACT.

Date April 21, 2022

Signature

Title Principal

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ATTACHMENT F: SOLICITATION STATISTICS

Dear Subconsultant:

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 SUBCONSULTANTS**. Return the form from each Offeror **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. If you have any questions, comments or suggestions, please contact Raymond Christy, UTA's DBE Liaison Officer (801) 262-5626 extension 3537.

This information will only be used for statistical purposes as allowed under 49 CFR Part 26.

Firm Name: Fehr & Peers

Firm Address: 2180 South 1300 East, Ste 220

Salt Lake City, UT 84106

Status: Non-DBE [X] DBE [ ]

Company's Type of Work: Engineering and Business Consulting Services

Month/Year firm started: July 1985

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Company Owner(s) Ethnic Background (optional)

____African American	____ Asian	____Male
____Hispanic	____ Native American	____Female
____ Polynesian	____ Caucasian	_X_ Other Mixed/Diverse

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	X
$10 Million - $16.7 Million	_____	Above $16.7 Million	_____

Name of Solicitation: TOD Station Area Consulting Services Pools

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UTA

ATTACHMENT F: SOLICITATION STATISTICS

Dear Subconsultant:

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 SUBCONSULTANTS**. Return the form from each Offeror **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. If you have any questions, comments or suggestions, please contact Raymond Christy, UTA's DBE Liaison Officer (801) 262-5626 extension 3537.

This information will only be used for statistical purposes as allowed under 49 CFR Part 26.

Firm Name: L2 Data Collection

Firm Address: 1775 West State Street #204

Boise, ID 83702

Status: Non-DBE ____ DBE X

Company's Type of Work: Traffic Data Collection

Month/Year firm started: October 2003

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Company Owner(s) Ethnic Background (optional)		
____African American	____ Asian	____Male
____Hispanic	____ Native American	_X_Female
____ Polynesian	____ Caucasian	____Other_____

Annual Gross Receipts of the Firm: (check one)

0 to $500,000	_____	$500,000 - $1,000,000	_X_
$1 Million - $5 Million	_____	$5 Million - $10 Million	_____
$10 Million - $16.7 Million	_____	Above $16.7 Million	_____

Name of Solicitation: TOD Station Area Consulting Services Pools

ATTACHMENT G: Requirement for Written Subcontracts

(To be submitted with Bid or SOQ)

Provided that your firms Bid or SOQ is determined to be the winner for this Procurement, (UTA Number: 22-03567VW, Bidder/Offeror: Fehr & Peers, does hereby acknowledge and agree to comply with by signing below, the Authority's requirement to have written subcontracts for all the Work provided for by subconsultants at any tier for the Work awarded to them through this Procurement, and that Bidder/Offeror will pass along all applicable requirements, federal or otherwise, but not limited thereto to all sub tier Consultants.

Company Name: Fehr & Peers

Signed by: Maria Vyas, AICP

Title: Principal

Date: April 21, 2022

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EXHIBIT E - FEDERAL CLAUES

FEDERAL CLAUSES

ACCESS TO RECORDS AND REPORTS

The Consultant agrees to provide the Authority, 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 Consultant which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. The Consultant also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any project management oversight auditor access to the Consultant's records and construction sites pertaining to a major capital project (defined at 49 USC §5302(a)(1)), which is receiving federal financial assistance through the programs described at 49 USC §§5307, 5309 or 5311. The Consultant further agrees to include in all of its subcontracts and purchase orders under the Contract a provision to the effect that the Subconsultant or Supplier agrees that the Authority, the United States Department of Transportation and the Comptroller General of the United States, the project management oversight auditor, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the Subconsultant or Supplier.

INCORPORATION OF FTA TERMS

All contractual provisions required by the United States Department of Transportation, as set forth in the most recent edition and revisions of FTA Circular 4220.1F, "Third Party Contracting Guidance," are incorporated by reference into the Contract Documents. All FTA mandated terms shall take precedence over other conflicting terms, if any in the Contract Documents. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests that would cause the Authority to be in violation of any FTA terms and conditions.

FEDERAL CHANGES

The Consultant 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 the Authority and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. The Consultant's failure to so comply shall constitute a material breach of the Contract.

ENERGY CONSERVATION REQUIREMENTS

The Consultant 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.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Authority and the Consultant acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Authority, the Consultant or any other party (whether or not a party to the Contract) pertaining to any matter resulting from the Contract. The Consultant agrees to include the above clause in each subcontract or purchase order 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 Subconsultant or Supplier who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801, et seq. and United States Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Contract. Upon execution of the underlying Contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which the Work is being performed. In addition to other penalties that may be applicable, the

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Consultant 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 Consultant to the extent the federal government deems appropriate. The Consultant 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 USC §5307, the federal government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5307(n)(1) on the Consultant, to the extent the federal government deems appropriate. The Consultant agrees to include the above two clauses in each subcontract or purchase order 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 Subconsultant or Supplier who will be subject to the provisions.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

The Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that none of the Consultant, its principals (as defined at 49 CFR 29.995) or affiliates (as defined at 49 CFR 29.905) are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Consultant is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any subcontract or purchase order that it enters into. *(A certification is to be submitted with each bid or offer of $25,000 or more.)*

BUY AMERICA CERTIFICATION

Applicable Only to Contracts valued at more than $100,000]
Consultant shall comply with 49 USC 5323(j) and 49 CFR 661, as amended by MAP-21 stating that federal funds 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. Separate requirements for rolling stock are set out at 49 USC §5323(j)(2)(C) and 49 CFR §661.11. Rolling stock must be assembled in the United States and have the applicable percentage of domestic content required by 49 USC 5323(j) and 49 CFR 661. Consultant shall be responsible for ensuring that lower tier Consultants and subconsultants are in compliance with these requirements. All Offerors to the UTA solicitation for the Contract must include the appropriate Buy America certification with their responses and any response that is not accompanied by a completed Buy America Certification will be rejected as nonresponsive.

FLY AMERICA REQUIREMENTS

The Consultant agrees to comply with 49 USC §40118 and 41 CFR Part 301-10, which provide that Consultants are required to use United States -Flag air carriers for federally 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 49 USC §40118 and CFR Part 301-10.

CIVIL RIGHTS REQUIREMENTS

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment

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Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, 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 Consultant agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(3) The Consultant also 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

DISADVANTAGED BUSINESS ENTERPRISES (DBE)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **7%.** A separate contract goal ~~**[of __% DBE participation has]**~~ **[has not]** been established for this procurement. The goal of Race Neutral is established on locally funded projects and task orders. On federally funded projects and task orders, each will be reviewed individually and assessed for DBE participation.

b. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **{insert agency name}** deems appropriate. Each subcontract the Consultant signs with a subconsultant must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. ***{If a separate contract goal has been established, use the following}*** Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following **[concurrent with and accompanying sealed bid] [concurrent with and accompanying an initial SOQ] [prior to award]**:

1. The names and addresses of DBE firms that will participate in this contract;

2. A description of the work each DBE will perform;

3. The dollar amount of the participation of each DBE firm participating;

4. Written documentation of the bidder/offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal;

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5. Written confirmation from the DBE that it is participating in the contract as provided in the prime Consultant's commitment; and

6. If the contract goal is not met, evidence of good faith efforts to do so.

[Bidders][Offerors] must present the information required above **[as a matter of responsiveness] [with initial SOQs] [prior to contract award]** (see 49 CFR 26.53(3)).

{If no separate contract goal has been established, use the following} The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The Consultant is required to pay its subconsultants performing work related to this contract for satisfactory performance of that work no later than 30 days after the Consultant's receipt of payment for that work from the **{insert agency name}.** In addition, **[the Consultant may not hold retainage from its subconsultants.] [is required to return any retainage payments to those subconsultants within 30 days after the subconsultant's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subconsultants within 30 days after incremental acceptance of the subconsultant's work by the {insert agency name} and Consultant's receipt of the partial retainage payment related to the subconsultant's work.]**

e. The Consultant must promptly notify **{insert agency name}**, whenever a DBE subconsultant performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subconsultant to perform at least the same amount of work. The Consultant may not terminate any DBE subconsultant and perform that work through its own forces or those of an affiliate without prior written consent of **{insert agency name}.**

TERMINATION

(For contracts over $10,000.00)

a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Consultant when it is in the Government's best interest. The Consultant shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Consultant shall promptly submit its termination claim to (Recipient) to be paid the Consultant. If the Consultant has any property in its possession belonging to the (Recipient), the Consultant 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 Consultant does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Consultant fails to perform in the manner called for in the contract, or if the Consultant fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant 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 Consultant 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 Consultant, the (Recipient), after setting up a new delivery of performance schedule, may allow the Consultant 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 Consultant [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 Consultant 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 consultant of written notice from

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(Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Consultant. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against consultant 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 Consultant 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 Consultant refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Consultant 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 Consultant a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete 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 Consultant and its sureties shall be liable for any damage to the Recipient resulting from the Consultant's refusal or failure to complete the work within specified time, whether or not the Consultant's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Consultant's right to proceed shall not be terminated nor the Consultant 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 Consultant. Examples of such causes include acts of God, acts of the Recipient, acts of another Consultant in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the Consultant, 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 Consultant's right to proceed, it is determined that the Consultant 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.

DEBARMENT AND SUSPENSION

[Applicable Only to Contracts valued at more than $25,000]

Consultant shall comply and facilitate compliance with U.S. DOT regulations, "No procurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (No procurement)," 2 CFR Part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the Contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the Contract amount. As such, Consultant shall verify that its principals, affiliates, and subconsultants are eligible to participate in this federally funded contract and are not presently declared by any federal department or agency to be: (i) debarred from participation in any federally assisted award; (ii) suspended from participation in any federally assisted award; (iii) proposed for debarment from participation in any federally assisted award; (iv) declared ineligible to participate in any federally assisted award; (iv) voluntarily excluded from participation in any federally assisted award; and/or (v) disqualified from participation in ay federally assisted award. By submitting a response to UTA's solicitation for the Contract,

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Consultant has certified that the foregoing items (i) through (v) are true. The certification in this clause is a material representation of fact relied upon by UTA. If it is later determined by UTA that Consultant knowingly rendered an erroneous certification, in addition to other remedies available that may be available to UTA, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant agrees to comply with the requirements of 2 CFR Part 180, subpart C, as supplemented by 2 CFR Part 1200, during the Contract term. Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ADA ACCESS

ADA Access for Individuals with Disabilities – The Consultant agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing.

Domestic Preference

In accordance with 2 CFR 200.322 all Consultants shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
For purposes of this clause:

a. ” Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through application of coatings, occurred in the United States.
b. “Manufacturing products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

This requirement must be included in all subcontracts awarded under this award.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

In accordance with 2 CFR 200.216, Consultant and its subconsultants 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.

a. “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

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e. Dahua Technology Company
f. Any subsidiary of the above listed entities.

Federal Clauses Applicable only to Construction Contracts

CLEAN AIR REQUIREMENTS

The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401, et seq. The Consultant agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office. The Consultant also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with federal assistance provided by FTA.

CLEAN WATER REQUIREMENTS

The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251, et seq. The Consultant agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate Regional Office of the United States Environmental Protection Agency. The Consultant also agrees to include these requirements in each subcontract or purchase order exceeding $100,000 financed in whole or in part with federal assistance provided by FTA.

FLY AMERICA REQUIREMENTS

The Consultant agrees to comply with 49 USC §40118 and 41 CFR Part 301-10, which provide that Consultants are required to use United States -Flag air carriers for federally 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 49 USC §40118 and CFR Part 301-10.

SEISMIC SAFETY REQUIREMENTS

The Consultant 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 Consultant also agrees to ensure that all work performed under this contract including work performed by a subconsultant is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

DAVIS-BACON ACT PREVAILING WAGE AND COPELAND ACT ANTI-KICKBACK REQUIREMENTS

(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 Consultant 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 quarterly) 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 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 consultant and its subconsultants at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
(ii)(A) UTA's Civil Rights Compliance Office 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. UTA's Civil Rights Compliance Office shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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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

(1) The classification is utilized in the area by the construction industry; and

(2) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(3) 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 Consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and UTA's Civil Rights Compliance Office 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 UTA's Civil Rights Compliance Office 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 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(C) In the event Consultant, the laborers or mechanics to be employed in the classification or their representatives, and UTA's Civil Rights Compliance Office do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), UTA's Civil Rights Compliance Office shall refer the questions, including the views of all interested parties and the recommendation of UTA's Civil Rights Compliance Office, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under the 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, Consultant 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 Consultant does not make payments to a trustee or other third person, Consultant 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 consultant, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require Consultant to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) UTA's Civil Rights Compliance Office 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. UTA's Civil Rights Compliance Office shall approve an additional classification and wage rate and fringe benefits therefore 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 Consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and UTA's Civil Rights Compliance Office 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 UTA's Civil Rights Compliance Office to the Administrator of the Wage and Hour Division, Employment

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Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(C) In the event Consultant, the laborers or mechanics to be employed in the classification or their representatives, and UTA's Civil Rights Compliance Office do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), UTA's Civil Rights Compliance Office shall refer the questions, including the views of all interested parties and the recommendation of UTA's Civil Rights Compliance Office, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under the 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 Consultant under the Contract or any other federal contract for which Consultant is the prime Consultant, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by 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 Consultant or any subconsultant 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 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 consultant during the course of the work and preserved for a period of three 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, Consultant 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. If Consultant employs apprentices or trainees under approved programs, Consultant 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) Consultant shall submit weekly for each week in which any work under the Contract is performed a copy of all payrolls to UTA for transmission to the FTA. 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 WH-347 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. Consultant is responsible for the submission of copies of payrolls by all subconsultants.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by consultant or subconsultant or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following: 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

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complete:

(1) 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; and

(2) 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 (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject Consultant or subconsultant to civil or criminal prosecution under Section 1001 of title 18 and Section 231 of title 31 of the United States Code.

(iii) Consultant and any subconsultant shall make the records required under paragraph (3) of this section available for inspection, copying, or transcription by authorized representatives of the FTA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If Consultant or subconsultant fails to submit the required records or to make them available, the federal agency may, after written notice to 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 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 consultant 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 Consultant 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 Consultant's or subconsultant'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, Consultant 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

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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, Consultant 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 "Anti-Kickback" Act Requirements – Consultant shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in the Contract. Consultant 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 – Consultant and any subconsultant shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. Consultant shall be responsible for the compliance by any subconsultant or lower tier subconsultant with all the contract clauses in 29 CFR 5.5.

BONDING REQUIREMENTS

(Applicable Only to Contracts valued at more than $150,000]

Unless a different requirement is set forth in the Contract, Consultant shall maintain the following bonds:

A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

A performance bond in the amount of **100%** of the Contract value is required by the Recipient to ensure faithful performance of the Contract. The performance bond shall be provided by consultant and shall remain in full force for the term of the Contract. Consultant will provide the performance bond to UTA within ten (10) business days from execution of the Contract. The performance bond must be provided by a fully qualified surety company acceptable to the UTA and listed as a company currently authorized under 31 CFR Part 22 as possessing a certificate of authority as described thereunder. UTA may require additional performance bond protection if the Contract price is increased. The increase in protection shall generally equal 100 percent of the increase in Contract price. UTA may secure additional protection by directing Consultant to increase the amount of the existing bond or to obtain an additional bond.

A labor and materials payment bond equal to the full value of the Contract must be furnished by Consultant to UTA as security for payment by consultant and subconsultants for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to UTA and listed as a company currently authorized under 31 CFR Part 223 as possessing a certificate of authority as described thereunder.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 11/30/2022

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Mary DeLoretto, Chief Service Development Officer
PRESENTER(S):	Jordan Swain, TOC Project Manager

TITLE:

Contract: Task Ordering Agreement for TOD Station Area Planning Consultant Pools A and G (GSBS PC)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Authorize the Executive Director to execute the task ordering agreement with GSBS PC to add them to the Station Area Planning Pool of Consultants (Pools A & G).

BACKGROUND:
UTA is providing technical assistance to cities that are completing station area planning work in response to Utah House Bill (HB)462 requirements.

DISCUSSION:
In response to HB462, the Transit Oriented Communities (TOC) Department is setting up and maintaining pools of pre-qualified consultants that may be solicited to complete particular tasks related to transit-oriented development (TOD) station area planning via task order. Said pools will increase UTA's efficiency and ability to respond to the needs of our partner cities. GSBS PC has been selected for Pool A: Station Area Planning, and Pool G: Market Analysis. No work is authorized, nor funds obligated until a task order is issued under this contract. Individual task orders totaling $200,000 or more will be brought to the board for approval. If the total cost of all task orders issued under this agreement exceeds $600,000, additional Board approval will be required.

CONTRACT SUMMARY:

Contractor Name:	GSBS PC
Contract Number:	22-035676
Base Contract Effective Dates:	12/01/2022 to 11/01/2027
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	$0
Procurement Method:	RFQU (Qualification)
Budget Authority:	This project is included in the 2022 Capital Budget.

ALTERNATIVES:

Procure services to aid cities with station area planning through individual RFPs rather than use a pool of qualified vendors. This could significantly slow the process of station area planning.

FISCAL IMPACT:

Station area plans will be funded through a combination of FTA grants, partner funds, and UTA capital project funds. Task orders will be issued and executed as funds are available and accounted for in the approved capital budget.

ATTACHMENTS:

1. Task Ordering Agreement

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TASK ORDERING AGREEMENT FOR PROFESSIONAL SERVICES
UTA CONTRACT #22-035676
TOD Station Area Planning Consultant Pools A & G

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 GSBS PC ("Consultant").

RECITALS

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

WHEREAS, On March 17, 2022, UTA issued Request for Qualifications Package Number 22-03567 ("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.

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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. The Consultant's 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 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.

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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. 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 November 1, 2027. 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,

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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

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

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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 on a monthly bases for approved completed work. Contractor shall submit invoices to ap@rideuta.com for processing and payment. 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 Goods 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

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not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal.

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:

Pool A & G

Christine Richman, AICP Principal in Charge – Project Manager

Reid Cleeter,- Planner/Project Manager

Erika Chmielewski – Planner/Project Manager

If the key personnel listed above are changed without UTA's permission, the Consultant is in

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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

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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

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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 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.

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

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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 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

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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, 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

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

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

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

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

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(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	**GSBS P.C.**	
UTA's Project Manager	Consultant's Project Manager	Five calendar days

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UTA's Director of Real Estate & TOD	Consultant's Principle in Charge	Five calendar days
UTA's Chief Service Development Officer	Consultant's President	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: Vicki Woodward
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
GSBS PC
Christine Richman, AICP

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Principal in Charge
375 West 200 South
Salt Lake City, UT 84101

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

30. INSURANCE COVEREAGE 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-818.5for the subconsultant's employees and the employee's dependents during the duration of the subcontract.

31. 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

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such suit, including on appeal

32. 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.

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

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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.

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,

Executive Director

By Date:

Mary DeLoretto,

Chief Service Development Officer

GSBS PC:

By: Date: 10/17/2022

Kevin B. Miller, FAIA

President & CEO

By: Date:

Name:

Title

Federal ID#87-0335107

Approved as to Content and Form

DocuSigned by:

By: Michael Bell Date: 11/8/2022

70E33A415BA44F6...

Mike Bell, AAG State of Utah

And UTA Legal Counsel

Reviewed & Recommended

DocuSigned by:

By: Jordan Swain Date: 11/8/2022

AFECC1DBE605447...

Jordan Swain

TOD Project Manager

UTA Project Number 22-035676VW

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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.

Task Orders using FTA funds shall include required FTA assurances and clauses. DBE utilization shall be determined on a task order by task order basis.

UTA is awarding of one or more Master Tasks Ordering Agreements(s) (MTOA). GSBS PC, being awarded a MTOA for:

POOL A: Station Area Planning, Design, and Refinement
POOL G: Market Analysis.

The Period of Performance shall be until November 1, 2027. Task Orders will be issued as needed.

Overall management of the MTOA and Task Orders will be under the direction of UTA through the TOD Office. Work by the selected Contractor shall be in conformance with the pricing, schedule, staffing plan, and budget included in the MTOA and the individual Task Orders.

The Contractor is expected to perform and fulfill the following activities and requirements for Utah Transit Authority. UTA plans to invest in its people, leverage our human capital, and cultivate UTA way mindset and behaviors. Regular organizational assessments, intact team agility work and ongoing coaching and consulting with senior leadership will arm UTA employees and leaders with the tools and skills necessary to succeed.

POOL A: Station Area Planning, Design, and Refinement

Element 1: Station Area Planning

Element 1.1: Existing Conditions Analysis

Review and assessment of relevant documentation and conditions within a Station Area boundary (a ½ mile radius around the Station) to establish an objective context for envisioning new development. Documentation to be considered includes: environmental conditions (both built and natural), real estate market, moderate income and affordable housing plans, catchment area gaps (as related to active and micro-mobility modes), socioeconomic dynamics, parking demand at station, legal framework (locally-adopted policies, plans, and ordinances), and regional transit service planning.

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Element 1.2: Community Engagement

Outreach efforts that develop an understanding of the perspectives and expectations of landowners, residents, and other interested stakeholders affected by potential changes in the Station Area. At a minimum, Consultant should display successful facilitation of: design charrettes, workshops, public open houses, round table discussions, public meetings with elected officials.

Element 1.3: Shared Vision

Utilizing the existing conditions analysis and community engagement process as source material, producing a shared vision that depicts and describes how properties and infrastructure within a Station Area may be developed and modified for the sake of achieving a vision that optimizes TOD potential while adhering to the needs of stakeholders involved. Consultant's examples of work should reflect a range of engaging media for all stakeholders involved, such as: high-quality, printable plan documents; interactive web-based layouts, mapping and graphical representations, and abbreviated handouts.

Element 1.4: Implementation Plan

Compilation of tasks necessary to realize the established vision that focuses on the individuals, departments, stakeholders, or commissions with authority and/or responsibility to execute each task. Timing/order/priority of each task, approximate financial and/or funding implications also need to be considered.

Element 2: Transit Hub Design

UTA's Station Areas provide hubs where transit modes (commuter rail, light rail, streetcar, rapid bus, and conventional bus), pedestrian connections (walkways, bikeways, pocket parks, outdoor event spaces), and personal vehicles (park-and-rides, drop offs, rideshare) all intersect. Designing these hubs to be safe, efficient, and pleasant requires a qualified understanding of how to integrate train and bus connections into a community.

The Consultant must have experience designing effective transit hub that combine multiple principles, including:

a) Accessibility & Universal Design: Improve access to transportation services through universal design, wayfinding, and safe and clear paths of travel. Safe, weather-protected, and comfortable infrastructure for transit riders, pedestrians and bicyclists.

b) Transportation System Operations: Improve traveler safety, convenience, and connectivity between all modes: bus transfers, bike/ped access to bus

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and train, passenger drop offs, ridesharing, and rider parking. Consider both current and future travel demand from new residents, employees, and visitors.

c) Place-Making: Create a welcoming, attractive, memorable, vibrant place for all users through the design of communal spaces, visitor information, public art, landscaping, lighting, plaza materials, transit architecture and other design elements.

d) Durability and Maintenance: Consider safety, cleanliness, and long-term maintenance needs in design.

Element 3: Transit Station Access Improvements

Task 3.1: Station Accessibility Audit

Accessibility for all modal users is a great need within UTA stations. Consultant will utilize a quantitative framework to document the ease with which individuals of all abilities can access UTA transit options - both across transit modes within a station area and from the adjoining street and pedestrian networks. Connectivity to landmark attractions within the station area should also be considered. User groups to address are pedestrians, non-motorized vehicles, motorized vehicles, and ridesharing options. Specific examples of such projects include wayfinding design and integration, visual & graphical information displays, multi-modal accessibility, and a cohesive customer experience.

Element 3.2: Prioritization of Improvements

Based on the findings of the Station Accessibility Audit, the Consultant will present a prioritized list of improvements to the built environment, both on UTA property and adjoining property, that will lead to increased ease of access for these user groups. Examples of which may include, but are not limited to: enhanced bicycle parking facilities, pedestrian crossings and bridges, visual and physical wayfinding, landscape alterations, reorientation of vehicle access.

Element 3.3: Cost Analysis

Improvements identified by the Consultant must include practical cost analyses of each individual project. The aim will be to understand the financial implications of pursuing each accessibility upgrade.

POOL G: Market Analysis

Element 1: Station Area Market Analysis

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A detailed study of the real estate and economic development opportunities within and around Station Areas. Consultant should have demonstrated background in providing objective analysis of land use and development opportunities driven by relevant local, regional, and national market indices. Analysis should focus on the "highest and best use" principle of Station Area properties participating in the study and plan process. In some instances, proposed land uses may be well defined within a station area, in which case the Consultant's analysis should be useful for evaluating those proposed uses and providing advice on the feasibility of such uses. At minimum, each market study must include the assessment of uses that: contribute maximally to the tax base, take advantage of local and regional private and public investments and tax incentives, increase transit ridership, maximize property owner's value, and provide greatest benefit to the municipality.

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EXHIBIT B – PRICING

22-03567VW UTA TOD Station Area Consulting Services "Form A" Cost Rate Form
Specific "Pool" Name
Firm Name

No.	Firm	Prime	Sub	Last Name	First Name	Discipline/Classification	Basic Hourly Rate
1	GSBS	x		Richman	Christine	Principal Planner	$ 60.10
2	GSBS	x		Allen	Jesse	Principal Architect	$ 60.10
3	GSBS	x		Cleeter	Reid	Plannner/Analyst/GIS	$ 38.46
4	GSBS	x		Stone	Garrett	Plannner/Analyst/GIS	$ 33.65
5	GSBS	x		Chmielewski	Erika	Plannner/Analyst/GIS	$ 28.85
6	GSBS	x		TBD		Landscape Architect/Illustration	$ 32.69
7	GSBS	x		TBD		Architect/Visualization	$ 37.02
8	GSBS	x		Smith	Shoko	Graphic Design/Experiential Design	$ 38.46
9	Catalyst Commercial		x	Claunch	Jason	Real Estate/Economic Analysis	$ 72.00
10						Employee 10 (as needed)	$
11							$
12							$
13							$
14							$
15							$
16							$
17							$
18							$
19							$
20							$

Signature: Date; 8/9/2022
Title: Principal

GSBS PC, annual rate adjustment occurs Oct 1 of each year starting 2023: * Annual escalation of 3%

Catalyst Commercial, annual rate adjustment occurs Oct 1 of each year starting 2023: * Annual escalation of 3%

CONTRACT PRICING STRUCTURE

For the avoidance of doubt, this contract is a firm fixed price labor hour contract. The labor rates for the various categories of labor to be used under this contract are loaded with overhead, profit and G&A and are fixed for the life of the contract subject to a yearly 3% escalation factor.

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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:	CONTRACTOR:
By: _____ Date	By: _____
By: _____ Date	Date: _____
By: _____ Date	
By: _____	

ATTACHMENT 1 – TASK ORDER STATEMENT OF WORK OR SERVICES

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EXHIBIT D – FEDERAL FORMS

ATTACHMENT A: EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE STATEMENT

The undersigned states on behalf of the Bidder / Offeror GSBS PC dba GSBS Consulting.

A. The Bidder / Offeror 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, subconsultants, etc. of the Bidder / Offeror 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 / Offeror designates -- Name Karen Melville

Title Controller & Principal

as the person assigned the responsibility for securing compliance with and reporting progress to the Bidders/Offerors and UTA's Civil Rights Office on all EEO efforts initiated and taken.

C. Bidder / Offeror 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 / Offeror 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 / Offeror EEO and DBE requirements.

D. Bidder / Offeror agrees to make every reasonably good faith effort to utilize DBE's in the performance of this contract. Bidder / Offeror will take affirmative steps to meet the DBE contract goal set for this bid.

Company Name: GSBS PC dba GSBS Consulting

Address: 375 West 200 South, Suite 100, Salt Lake City, UT 84101

Signed:

Title: President & CEO

Phone Number: 801-521-8600

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ATTACHMENT A-1: DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM

DBE PROJECT GOAL: Race Neutral

The Bidder / Offeror 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/SOQ as non-responsive. Race neutral procurements do not require good faith effort documentation.

☒ Bidder / Offeror *will meet or exceed* the DBE goal for this contract. If awarded this contract, Bidder / Offeror will subcontract with the DBEs listed below, which will be performing a total of TBD percent (_____%) of the total dollar amount of the contract work.

Bidders/Offerors 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.

DBE Name & Address	Description of Work	$ Amount of Participation	% of Total Price
TBD - as needed based on Task Orders		$_____	_____%
		$_____	_____%
		$_____	_____%
		$_____	_____%

(Attach additional sheets if necessary)

☐ Bidder / Offeror *does not* meet the DBE goal for this contract. Bidder / Offeror certifies that it has made good faith efforts in accordance with the bid/SOQ 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.**

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☐ Bidder / Offeror *does not* meet the DBE goal for this contract. Bidder / Offeror certifies that there exists no opportunity for subcontracting as part of this project. It is the general practice of Bidder / Offeror'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.

Date: April 21, 2022

Company Name: GSBS PC dba GSBS Consulting

Signature:

Printed Name: Kevin B. Miller, FAIA

Title: President & CEO

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ATTACHMENT A-2: SAMPLE LETTER OF INTENT TO SUBCONTRACT WITH DBE FIRM

(COMPANY LETTERHEAD)

(DATE)

(DBE)

(Name and Address)

TBD as needed by Task Order

Reference: *(Project Name and Bid/SOQ Number)*

(Appropriate Salutation)

Our firm is submitting a bid/SOQ 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 Consultant 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 Consultant:
_____	_____
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 subconsultant must be listed, and all amounts to be paid to the DBE subconsultant must be specified.

THE SUCCESSFUL BIDDERS/ OFFERORS SHALL REQUIRE ALL SUBCONSULTANTS TO COMPLETE AND SUBMIT THE FEDERAL CERTIFICATION ATTACHMENTS A, A-1, A-2, A-3, A-5, B, C, D, E, F AND G IF APPLICABLE.

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ATTACHMENT A-3: GOOD FAITH EFFORTS DOCUMENTATION FORM

Whether a Bidder / Offeror meets or does not meet the DBE goal, the Bidder / Offeror must submit this form with its DBE Participation Form (Attachment A-1). In the case of a race neutral project, the Bidder / Offeror is not required to submit good faith efforts documentation. The Bidder / Offeror must submit a copy of the document(s) sent to DBE's. Failure to submit this form with its bid/SOQ and requested additional documentation may render the bid/SOQ non-responsive. UTA's DBE Liaison Officer may require that the Bidder / Offeror provide additional substantiation of good faith efforts.

Firm Name	Contact Person	Area of Expertise	Date	Response

Form not required as per RFP pages 52 & 55 because DBE requirement is Race Neutral

By submitting and signing this form, including any continuation form(s), the Bidder / Offeror 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: April 21, 2022

Signature: Kevin B Miller

Printed Name: Kevin B. Miller, FAIA

Title: President & CEO

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Not Applicable as GSBS Consulting provides planning and design services only and not materials.

ATTACHMENT B: BUY AMERICA CERTIFICATE

Solicitation 22-03567VW

Exhibit ___

UTAH TRANSIT AUTHORITY

BUY AMERICA CERTIFICATE

(Federally assisted Contract)

SECTION (1); Certify only for IRON, Steel or MANUFACTURED PRODUCTS: *(Mark One)*

O **CERTIFICATE OF COMPLIANCE WITH SECTION 165(a).** The offeror hereby certifies that it *will comply* with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, *and* the applicable regulations of 49 CFR Part 661;

--OR--

O **CERTIFICATE FOR NON-COMPLIANCE WITH SECTION 165(a).** The offeror hereby certifies that it *cannot comply with* the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it *may qualify for an exception* to the requirement pursuant to Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR Part 661.7.

SECTION (2); Certify only for ROLLING STOCK and ASSOCIATED EQUIPMENT: *(Mark One)*

O **CERTIFICATE OF COMPLIANCE WITH SECTION 165(b)(3).** The offeror hereby certifies that it *will comply with* the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations of 49 CFR Part 661.11;

--OR--

O **CERTIFICATE FOR NON-COMPLIANCE WITH SECTION 165(b)(3).** The offeror hereby certifies that it *cannot comply* with the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but it *may qualify for an exception* to the requirement consistent with Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and 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 _____ April 21, 2022
Date

Title President & CEO

Name of Company/Offeror GSBS PC dba GSBS Consulting

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ATTACHMENT C: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION FROM TRANSACTIONS FINANCED IN PART BY THE U.S. GOVERNMENT

This certification is made in accordance with Executive Order 12549, 49 CFR Part 29, 31 USC §6101 and similar federal requirements regarding debarment, suspension and ineligibility with respect to federally-funded contracts.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that none of the Consultant, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Consultant is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or SOQ, the bidder or Offeror certifies as follows:

> The certification in this clause is a material representation of fact relied upon by the Federal Transit Administration. If it is later determined that the bidder or Offeror knowingly rendered an erroneous certification, in addition to remedies available to the Federal Transit Administration, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or Offeror agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or Offeror further agrees to include a provision requiring such compliance in its lower tier covered transactions.

If the bidder or Offeror is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing an "X" in the following space _____.

Signature of the Bidder or Offeror Authorized Official

Kevin B. Miller, FAIA President & CEO

Name and Title of the Bidder or Offeror Authorized Official

FEDERAL ID # 87-0335107

4/21/2022

Date

DocuSign Envelope ID: D7D8C870-84C7-4CFA-A406-A6DFEC32D0C2

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Instructions for Certification

1. **By signing and submitting this bid or SOQ, the prospective Consultant is providing the signed certification set out below:**

   "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

   (1) The prospective Consultant certifies, by submission of this bid or SOQ, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

   (2) When the prospective Consultant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this bib or SOQ.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction wa s entered into. If it is later determined that the prospective Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, UTA may pursue available remedies, including suspension and/or debarment.
3. The prospective Consultant shall provide immediate written notice to UTA if at any time the prospective Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "SOQ," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact UTA for assistance in obtaining a copy of those regulations.
5. The prospective Consultant agrees by submitting this SOQ that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by UTA.
6. The prospective Consultant further agrees by submitting this SOQ that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, UTA may pursue available remedies including suspension and/or debarment.

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ATTACHMENT D: CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Kevin B. Miller, FAIA, hereby certifies

(Name and Title of Company Official)

on behalf of GSBS PC dba GSBS Consulting 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. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this 21st day of April, 2022.

By _____
(Signature of Authorized Official)

President & CEO

(Title of Authorized Official)

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Not Applicable as GSBS Consulting provides planning and design services only and not materials.

ATTACHMENT E: CARGO PREFERENCE -- USE OF UNITED STATES-FLAG VESSELS

Pursuant to Maritime Administration regulations, "Cargo Preference -- U.S.-Flag Vessels", 46 C.F.R. Part 381, the Consultant shall insert the following clauses in contracts it awards in which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project:

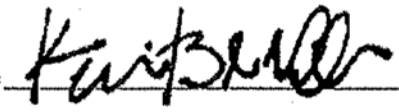
AS REQUIRED BY 46 C.F.R. PART 381, THE CONSULTANT AGREES --

(1) TO UTILIZE 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, MATERIALS, OR COMMODITIES PURSUANT TO THIS CONTRACT TO THE EXTENT SUCH VESSELS ARE AVAILABLE AT FAIR AND REASONABLE RATES FOR UNITED STATES-FLAG COMMERCIAL VESSELS.

(2) TO FURNISH WITHIN 20 DAYS FOLLOWING THE DATE OF LOADING FOR SHIPMENTS ORIGINATING WITHIN THE UNITED STATES, OR WITHIN 30 WORKING DAYS FOLLOWING THE DATE OF LOADING FOR SHIPMENT 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 PARAGRAPH (1) ABOVE TO THE AUTHORITY (THROUGH THE PRIME CONSULTANT IN THE CASE OF SUBCONSULTANT BILLS-OF-LADING) AND TO THE DIVISION OF NATIONAL CARGO, OFFICE OF MARKET DEVELOPMENT, MARITIME ADMINISTRATION, 400 SEVENTH STREET, S.W., WASHINGTON, D.C. 20590, MARKED WITH APPROPRIATE IDENTIFICATION OF THE PROJECT.

(3) TO INSERT THE SUBSTANCE OF THE PROVISIONS OF THIS CLAUSE IN ALL SUBCONTRACTS ISSUED PURSUANT TO THIS CONTRACT.

Date April 21, 2022

Signature 

Title President & CEO

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UTA

ATTACHMENT F: SOLICITATION STATISTICS

Dear Subconsultant:

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 SUBCONSULTANTS. Return the form from each Offeror 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. If you have any questions, comments or suggestions, please contact Raymond Christy, UTA's DBE Liaison Officer (801) 262-5626 extension 3537.

This information will only be used for statistical purposes as allowed under 49 CFR Part 26.

Firm Name: GSBS PC dba GSBS Consulting

Firm Address: 375 West 200 South, Suite 100

Salt Lake City, Utah

84101

Status: Non-DBE X DBE ____

Company's Type of Work: Planning & Design

Month/Year firm started: January 31, 1978

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Company Owner(s) Ethnic Background (optional)		
____African American	____Asian	____Male
____Hispanic	____Native American	____Female
____Polynesian	____Caucasian	____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	X	Above $16.7 Million	____

Name of Solicitation: TOD Station Area Consulting Services Pool

UTA

ATTACHMENT G: Requirement for Written Subcontracts

(To be submitted with Bid or SOQ)

Provided that your firms Bid or SOQ is determined to be the winner for this Procurement, (UTA Number: 22-03567VW, Bidder/Offeror: GSBS PC dba GSBS Consulting does hereby acknowledge and agree to comply with by signing below, the Authority's requirement to have written subcontracts for all the Work provided for by subconsultants at any tier for the Work awarded to them through this Procurement, and that Bidder/Offeror will pass along all applicable requirements, federal or otherwise, but not limited thereto to all sub tier Consultants.

Company Name: GSBS PC dba GSBS Consulting

Signed by: [signature]

Title: President & CEO

Date: April 21, 2022

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EXHIBIT E -FEDERAL CLAUES

FEDERAL CLAUSES

ACCESS TO RECORDS AND REPORTS

The Consultant agrees to provide the Authority, 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 Consultant which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. The Consultant also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any project management oversight auditor access to the Consultant's records and construction sites pertaining to a major capital project (defined at 49 USC §5302(a)(1)), which is receiving federal financial assistance through the programs described at 49 USC §§5307, 5309 or 5311. The Consultant further agrees to include in all of its subcontracts and purchase orders under the Contract a provision to the effect that the Subconsultant or Supplier agrees that the Authority, the United States Department of Transportation and the Comptroller General of the United States, the project management oversight auditor, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the Subconsultant or Supplier.

INCORPORATION OF FTA TERMS

All contractual provisions required by the United States Department of Transportation, as set forth in the most recent edition and revisions of FTA Circular 4220.1F, "Third Party Contracting Guidance," are incorporated by reference into the Contract Documents. All FTA mandated terms shall take precedence over other conflicting terms, if any in the Contract Documents. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests that would cause the Authority to be in violation of any FTA terms and conditions.

FEDERAL CHANGES

The Consultant 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 the Authority and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. The Consultant's failure to so comply shall constitute a material breach of the Contract.

ENERGY CONSERVATION REQUIREMENTS

The Consultant 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.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Authority and the Consultant acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Authority, the Consultant or any other party (whether or not a party to the Contract) pertaining to any matter resulting from the Contract. The Consultant agrees to include the above clause in each subcontract or purchase order 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 Subconsultant or Supplier who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801, et seq. and United States Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Contract. Upon execution of the underlying Contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which the Work is being performed. In addition to other penalties that may be applicable, the

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Consultant 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 Consultant to the extent the federal government deems appropriate. The Consultant 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 USC §5307, the federal government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5307(n)(1) on the Consultant, to the extent the federal government deems appropriate. The Consultant agrees to include the above two clauses in each subcontract or purchase order 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 Subconsultant or Supplier who will be subject to the provisions.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

The Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that none of the Consultant, its principals (as defined at 49 CFR 29.995) or affiliates (as defined at 49 CFR 29.905) are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Consultant is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any subcontract or purchase order that it enters into. *(A certification is to be submitted with each bid or offer of $25,000 or more.)*

BUY AMERICA CERTIFICATION

Applicable Only to Contracts valued at more than $100,000]
Consultant shall comply with 49 USC 5323(j) and 49 CFR 661, as amended by MAP-21 stating that federal funds 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. Separate requirements for rolling stock are set out at 49 USC §5323(j)(2)(C) and 49 CFR §661.11. Rolling stock must be assembled in the United States and have the applicable percentage of domestic content required by 49 USC 5323(j) and 49 CFR 661. Consultant shall be responsible for ensuring that lower tier Consultants and subconsultants are in compliance with these requirements. All Offerors to the UTA solicitation for the Contract must include the appropriate Buy America certification with their responses and any response that is not accompanied by a completed Buy America Certification will be rejected as nonresponsive.

FLY AMERICA REQUIREMENTS

The Consultant agrees to comply with 49 USC §40118 and 41 CFR Part 301-10, which provide that Consultants are required to use United States -Flag air carriers for federally 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 49 USC §40118 and CFR Part 301-10.

CIVIL RIGHTS REQUIREMENTS

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment

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Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, 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 Consultant agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(3) The Consultant also 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

DISADVANTAGED BUSINESS ENTERPRISES (DBE)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **7%.** A separate contract goal ~~**[of __% DBE participation has]**~~ **[has not]** been established for this procurement. The goal of Race Neutral is established on locally funded projects and task orders. On federally funded projects and task orders, each will be reviewed individually and assessed for DBE participation.

b. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **{insert agency name}** deems appropriate. Each subcontract the Consultant signs with a subconsultant must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. ***{If a separate contract goal has been established, use the following}*** Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following **[concurrent with and accompanying sealed bid] [concurrent with and accompanying an initial SOQ] [prior to award]**:

1. The names and addresses of DBE firms that will participate in this contract;

2. A description of the work each DBE will perform;

3. The dollar amount of the participation of each DBE firm participating;

4. Written documentation of the bidder/offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal;

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5. Written confirmation from the DBE that it is participating in the contract as provided in the prime Consultant's commitment; and

6. If the contract goal is not met, evidence of good faith efforts to do so.

[Bidders][Offerors] must present the information required above **[as a matter of responsiveness] [with initial SOQs] [prior to contract award]** (see 49 CFR 26.53(3)).

{If no separate contract goal has been established, use the following} The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The Consultant is required to pay its subconsultants performing work related to this contract for satisfactory performance of that work no later than 30 days after the Consultant's receipt of payment for that work from the **{insert agency name}.** In addition, **[the Consultant may not hold retainage from its subconsultants.] [is required to return any retainage payments to those subconsultants within 30 days after the subconsultant's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subconsultants within 30 days after incremental acceptance of the subconsultant's work by the {insert agency name} and Consultant's receipt of the partial retainage payment related to the subconsultant's work.]**

e. The Consultant must promptly notify **{insert agency name}**, whenever a DBE subconsultant performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subconsultant to perform at least the same amount of work. The Consultant may not terminate any DBE subconsultant and perform that work through its own forces or those of an affiliate without prior written consent of **{insert agency name}.**

TERMINATION

(For contracts over $10,000.00)

a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Consultant when it is in the Government's best interest. The Consultant shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Consultant shall promptly submit its termination claim to (Recipient) to be paid the Consultant. If the Consultant has any property in its possession belonging to the (Recipient), the Consultant 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 Consultant does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Consultant fails to perform in the manner called for in the contract, or if the Consultant fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant 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 Consultant 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 Consultant, the (Recipient), after setting up a new delivery of performance schedule, may allow the Consultant 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 Consultant [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 Consultant 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 consultant of written notice from

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(Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Consultant. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against consultant 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 Consultant 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 Consultant refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Consultant 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 Consultant a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete 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 Consultant and its sureties shall be liable for any damage to the Recipient resulting from the Consultant's refusal or failure to complete the work within specified time, whether or not the Consultant's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Consultant's right to proceed shall not be terminated nor the Consultant 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 Consultant. Examples of such causes include acts of God, acts of the Recipient, acts of another Consultant in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the Consultant, 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 Consultant's right to proceed, it is determined that the Consultant 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.

DEBARMENT AND SUSPENSION

[Applicable Only to Contracts valued at more than $25,000]

Consultant shall comply and facilitate compliance with U.S. DOT regulations, "No procurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (No procurement)," 2 CFR Part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the Contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the Contract amount. As such, Consultant shall verify that its principals, affiliates, and subconsultants are eligible to participate in this federally funded contract and are not presently declared by any federal department or agency to be: (i) debarred from participation in any federally assisted award; (ii) suspended from participation in any federally assisted award; (iii) proposed for debarment from participation in any federally assisted award; (iv) declared ineligible to participate in any federally assisted award; (iv) voluntarily excluded from participation in any federally assisted award; and/or (v) disqualified from participation in ay federally assisted award. By submitting a response to UTA's solicitation for the Contract,

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Consultant has certified that the foregoing items (i) through (v) are true. The certification in this clause is a material representation of fact relied upon by UTA. If it is later determined by UTA that Consultant knowingly rendered an erroneous certification, in addition to other remedies available that may be available to UTA, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant agrees to comply with the requirements of 2 CFR Part 180, subpart C, as supplemented by 2 CFR Part 1200, during the Contract term. Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ADA ACCESS

ADA Access for Individuals with Disabilities – The Consultant agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing.

Domestic Preference

In accordance with 2 CFR 200.322 all Consultants shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
For purposes of this clause:

a. " Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through application of coatings, occurred in the United States.
b. "Manufacturing products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

This requirement must be included in all subcontracts awarded under this award.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

In accordance with 2 CFR 200.216, Consultant and its subconsultants 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.

a. "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

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e. Dahua Technology Company
f. Any subsidiary of the above listed entities.

Federal Clauses Applicable only to Construction Contracts

CLEAN AIR REQUIREMENTS

The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401, et seq. The Consultant agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office. The Consultant also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with federal assistance provided by FTA.

CLEAN WATER REQUIREMENTS

The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251, et seq. The Consultant agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate Regional Office of the United States Environmental Protection Agency. The Consultant also agrees to include these requirements in each subcontract or purchase order exceeding $100,000 financed in whole or in part with federal assistance provided by FTA.

FLY AMERICA REQUIREMENTS

The Consultant agrees to comply with 49 USC §40118 and 41 CFR Part 301-10, which provide that Consultants are required to use United States -Flag air carriers for federally 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 49 USC §40118 and CFR Part 301-10.

SEISMIC SAFETY REQUIREMENTS

The Consultant 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 Consultant also agrees to ensure that all work performed under this contract including work performed by a subconsultant is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

DAVIS-BACON ACT PREVAILING WAGE AND COPELAND ACT ANTI-KICKBACK REQUIREMENTS

(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 Consultant 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 quarterly) 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 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 consultant and its subconsultants at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
(ii)(A) UTA's Civil Rights Compliance Office 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. UTA's Civil Rights Compliance Office shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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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

(1) The classification is utilized in the area by the construction industry; and

(2) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(3) 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 Consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and UTA's Civil Rights Compliance Office 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 UTA's Civil Rights Compliance Office 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 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(C) In the event Consultant, the laborers or mechanics to be employed in the classification or their representatives, and UTA's Civil Rights Compliance Office do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), UTA's Civil Rights Compliance Office shall refer the questions, including the views of all interested parties and the recommendation of UTA's Civil Rights Compliance Office, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under the 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, Consultant 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 Consultant does not make payments to a trustee or other third person, Consultant 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 consultant, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require Consultant to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) UTA's Civil Rights Compliance Office 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. UTA's Civil Rights Compliance Office shall approve an additional classification and wage rate and fringe benefits therefore 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 Consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and UTA's Civil Rights Compliance Office 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 UTA's Civil Rights Compliance Office to the Administrator of the Wage and Hour Division, Employment

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Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(C) In the event Consultant, the laborers or mechanics to be employed in the classification or their representatives, and UTA's Civil Rights Compliance Office do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), UTA's Civil Rights Compliance Office shall refer the questions, including the views of all interested parties and the recommendation of UTA's Civil Rights Compliance Office, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under the 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 Consultant under the Contract or any other federal contract for which Consultant is the prime Consultant, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by 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 Consultant or any subconsultant 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 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 consultant during the course of the work and preserved for a period of three 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, Consultant 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. If Consultant employs apprentices or trainees under approved programs, Consultant 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) Consultant shall submit weekly for each week in which any work under the Contract is performed a copy of all payrolls to UTA for transmission to the FTA. 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 WH-347 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. Consultant is responsible for the submission of copies of payrolls by all subconsultants.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by consultant or subconsultant or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following: 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

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complete:

(1) 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; and

(2) 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 (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject Consultant or subconsultant to civil or criminal prosecution under Section 1001 of title 18 and Section 231 of title 31 of the United States Code.

(iii) Consultant and any subconsultant shall make the records required under paragraph (3) of this section available for inspection, copying, or transcription by authorized representatives of the FTA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If Consultant or subconsultant fails to submit the required records or to make them available, the federal agency may, after written notice to 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 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 consultant 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 Consultant 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 Consultant's or subconsultant'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, Consultant 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

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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, Consultant 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 "Anti-Kickback" Act Requirements – Consultant shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in the Contract. Consultant 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 – Consultant and any subconsultant shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. Consultant shall be responsible for the compliance by any subconsultant or lower tier subconsultant with all the contract clauses in 29 CFR 5.5.

BONDING REQUIREMENTS

(Applicable Only to Contracts valued at more than $150,000]

Unless a different requirement is set forth in the Contract, Consultant shall maintain the following bonds:

A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

A performance bond in the amount of **100%** of the Contract value is required by the Recipient to ensure faithful performance of the Contract. The performance bond shall be provided by consultant and shall remain in full force for the term of the Contract. Consultant will provide the performance bond to UTA within ten (10) business days from execution of the Contract. The performance bond must be provided by a fully qualified surety company acceptable to the UTA and listed as a company currently authorized under 31 CFR Part 22 as possessing a certificate of authority as described thereunder. UTA may require additional performance bond protection if the Contract price is increased. The increase in protection shall generally equal 100 percent of the increase in Contract price. UTA may secure additional protection by directing Consultant to increase the amount of the existing bond or to obtain an additional bond.

A labor and materials payment bond equal to the full value of the Contract must be furnished by Consultant to UTA as security for payment by consultant and subconsultants for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to UTA and listed as a company currently authorized under 31 CFR Part 223 as possessing a certificate of authority as described thereunder.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 11/30/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Jordan Swain, TOC Project Manager

TITLE:

Contract: Task Ordering Agreement for TOD Station Area Planning Consultant Pool B (Kimley Horn and Associates, Inc.)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Authorize the Executive Director to execute the task ordering agreement with Kimley Horn and Associates Inc. to add them to the Station Area Planning Pool of Consultants (Pool B).

BACKGROUND:
UTA is providing technical assistance to cities that are completing station area planning work in response Utah House Bill (HB)462 requirements.

DISCUSSION:
In response to HB462, the Transit Oriented Communities (TOC) Department is setting up and maintaining pools of pre-qualified consultants that may be solicited to complete particular tasks related to transit-oriented development (TOD) station area planning via task order. Said pools will increase UTA's efficiency and ability to respond to the needs of our partner cities. Kimley Horn and Associates, Inc. has been selected for Pool B: Infrastructural Needs Assessment. No work is authorized, nor funds obligated until a task order is issued under this contract. Individual task orders totaling $200,000 or more will be brought to the board for approval. If the total cost of all task orders issued under this agreement exceeds $600,000, additional Board approval will be required.

CONTRACT SUMMARY:

Contractor Name:	Kimley Horn and Associates, Inc.
Contract Number:	22-035678
Base Contract Effective Dates:	12/01/2022 to 11/01/2027
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	$0
Procurement Method:	RFQU (Qualification)
Budget Authority:	This project is included in the 2022 Capital Budget.

ALTERNATIVES:

Procure services to aid citied with station area planning through individual RFPs rather than use a pool of qualified vendors. This could significantly slow the process of station area planning.

FISCAL IMPACT:

Station area plans will be funded through a combination of FTA grants, partner funds, and UTA capital project funds. Task orders will be issued and executed as funds are available and accounted for in the approved capital budget.

ATTACHMENTS:

1. Task Ordering Agreement

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TASK ORDERING AGREEMENT FOR PROFESSIONAL SERVICES
UTA CONTRACT #22-035678
TOD Station Area Planning Consultant Pool B

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 Kimley-Horn and Associates, Inc., ("Consultant").

RECITALS

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

WHEREAS, On March 17, 2022, UTA issued Request for Qualifications Package Number 22-03567 ("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.

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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. The Consultant's 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 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.

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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. 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 November 1, 2027. 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

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satisfactory completion of all work identified in the applicable Task Order. Invoices will be submitted monthly based on overall percentage of work completed (lump sum) or hourly labor effort expended (not-to-exceed). 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

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

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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. Consultant shall submit invoice to UTA on a monthly basis in conjunction with progress report documenting progress activities completed. Contractor shall submit invoices to ap@rideuta.com for processing and payment. To timely process invoices, Contractor 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

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If UTA objects to any invoice by Consultant, UTA shall so advise Consultant in writing giving reasons therefore within seven (7) days of receipt of such invoice. If any invoice submitted by Consultant is disputed by UTA, only that portion so disputed may be withheld from payment. Payment for all invoice amounts not specifically disapproved by UTA shall be provided to Consultant within thirty (30) calendar days of invoice submittal.

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.

UTA acknowledges that Consultant's deliverables are prepared solely for the purposes under this Contract. Any reuse or modification of the deliverables without consent of Consultant will be at the sole risk of UTA and without liability to Consultant.

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

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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:

Lars Erickson, PLA, AICP, LEED AP – Contract Manager

Liz Scanlon, Strategic Advisor

Leslie Morton, P.E., Element 1

Amanda Risano, P.E., Element 1

D.J. Baxter, Element 2

Jessica Rossi, AICP, Element 2

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.

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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-

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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 and hold harmless 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 to the extent caused by the negligent acts, errors, or omissions of Consultant or

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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 when acting within the scope of their contract, 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. Neither party to this Contract shall be liable to the other party or any third party claiming through the other respective party, for any special, incidental, indirect, punitive, liquidated, delay or consequential damages of any kind including but not limited to lost profits or use of property, facilities or resources, that may result from this Agreement, or out of any goods or services furnished hereunder.

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 $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".

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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. 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, 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

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

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

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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

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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	**KIMLEY-HORN AND ASSOCIATES, INC.**	
UTA's Project Manager	Consultant's Project Manager	Five calendar days
UTA's Director of Real Estate & TOD	Consultant's Senior Associate	Five calendar days
UTA's Chief Service Development Officer	Consultant's Vice President	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.

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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: Vicki Woodward
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
Kimley-Horn and Associates, Inc
Brent C. Crowther, P.E., PTOE, RSP
Vice President
111 East Broadway, Suite 600
Salt Lake City, 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.

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29. CONTRACT ADMINISTRATOR

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

30. INSURANCE COVEREAGE 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-818.5for the subconsultant's employees and the employee's dependents during the duration of the subcontract.

31. 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

32. 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.

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.

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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.

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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,
Executive Director

By Date:
Mary DeLoretto,
Chief Service Development Officer

Approved as to Content and Form

By: DocuSigned by: Mike Bell 70E33A415BA44F6... Date: 10/23/2022
Mike Bell, AAG State of Utah
And UTA Legal Counsel

Reviewed & Recommended

By: Date:
Jordan Swain
TOD Project Manager
UTA Project Number 22-035678VW

KIMLEY-HORN AND ASSOCIATES, INC.

By: DocuSigned by: Brent Crowther ACF0B3195D5E422... Date: 10/22/2022
Brent C. Crowther, P.E., PTOE, RSP
Vice President
Federal ID#56-0885615

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

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RFQu.

Task Orders using FTA funds shall include required FTA assurances and clauses. DBE utilization shall be determined on a task order by task order basis.

UTA is awarding of one or more Master Tasks Ordering Agreements(s) (MTOA). Kimley-Horn and Associates, Inc., being awarded a MTOA for POOL B: Infrastructure Needs Assessments

The Period of Performance shall be until November 1, 2027. Task Orders will be issued as needed.

Overall management of the MTOA and Task Orders will be under the direction of UTA through the TOD Office. Work by the selected Contractor shall be in conformance with the pricing, schedule, staffing plan, and budget included in the MTOA and the individual Task Orders.

The Contractor is expected to perform and fulfill the following activities and requirements for Utah Transit Authority. UTA plans to invest in its people, leverage our human capital, and cultivate UTA way mindset and behaviors. Regular organizational assessments, intact team agility work and ongoing coaching and consulting with senior leadership will arm UTA employees and leaders with the tools and skills necessary to succeed.

POOL B: Infrastructure Needs Assessments

Element 1: Assessment and Recommendations

Consultant will produce an assessment of the existing horizontal infrastructure in the Station Area as it relates to the intensity of proposed development in the Station Area Plan’s shared vision. Any gaps between the current infrastructure capacity and the capacity necessary to support new development defined in the vision must be detailed as distinct capital projects. Rationalization for each project must be tied to codified engineering and load requirements. Examples of such projects are state, county, and municipal capital facilities, including water, sewer, transportation, broadband, solid waste, drainage, flood protection, earthquake protection, and environmental remediation needs.

Element 2: Cost and Financing Analysis

All of Consultant's recommendations for new infrastructure requirements must be paired with a present cost estimate and funding options. At a minimum, those options should consider impact fee financing, tax increment financing, municipal bonding, and federal, state, and local grant opportunities.

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EXHIBIT B – PRICING

22-03567VW UTA TOD Station Area Consulting Services "Form A" Cost Rate Form
POOL B - Infrastructure Needs Assessments
Kimley-Horn

No.	Firm	Prime	Sub	Last Name	First Name	Discipline/Classification	Basic Hourly Rate	Overhead rate Percentage	Fee	Fully Burdened Bill Rate
1	Kimley-Horn	X		Morton	Leslie	Civil - Senior Professional II	$ 91.85	194.54%	12%	$ 303.00
2	Kimley-Horn	X		Baxter	DJ	Economic - Senior Professional II	$ 88.86	194.54%	12%	$ 293.14
3	Kimley-Horn	X		Risano	Amanda	Civil - Senior Professional I	$ 63.25	194.54%	12%	$ 208.65
4	Kimley-Horn	X		Rossi	Jessica	Economic - Senior Professional II	$ 64.85	194.54%	12%	$ 213.93
5	Kimley-Horn	X		Perrin	Celeste	Civil - Professional	$ 44.51	194.54%	12%	$ 146.83
6	Kimley-Horn	X		Brown	Alison	Civil - Analyst	$ 35.51	194.54%	12%	$ 117.14
7	Kimley-Horn	X		Erickson	Lars	Planning - Senior Professional I	$ 64.92	194.54%	12%	$ 214.16

Signature:
Title: Vice President

Date: 8/9/2022

Kimley-Horn and Associates, Inc., annual rate adjustment occurs Oct 1 of each year starting 2023: * Annual escalation of 3%

CONTRACT PRICING STRUCTURE

For the avoidance of doubt, this contract is a firm fixed price labor hour contract. The labor rates for the various categories of labor to be used under this contract are loaded with overhead, profit and G& A and are fixed for the life of the contract subject to a yearly 3% escalation factor.

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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:

By: _____
Date

By: _____
Date

By: _____
Date

By: _____

CONTRACTOR:

_____

By: _____

Date: _____

DocuSign Envelope ID: 89CA8A90-FA0D-4C89-88F8-B936421B57C9

ATTACHMENT 1 – TASK ORDER STATEMENT OF WORK OR SERVICES

EXHIBIT D – FEDERAL FORMS

DocuSign Envelope ID: 89CA8A90-FA0D-4C89-88F8-B936421B57C9

ATTACHMENT A: EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE STATEMENT

The undersigned states on behalf of the Bidder / Offeror Kimley-Horn and Associates, Inc.

A. The Bidder / Offeror 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, subconsultants, etc. of the Bidder / Offeror 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 / Offeror designates -- Name Brent C. Crowther, P.E., PTOE, RSP_1

Title Vice President

as the person assigned the responsibility for securing compliance with and reporting progress to the Bidders/ Offerors and UTA's Civil Rights Office on all EEO efforts initiated and taken.

C. Bidder / Offeror 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 / Offeror 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 / Offeror EEO and DBE requirements.

D. Bidder / Offeror agrees to make every reasonably good faith effort to utilize DBE's in the performance of this contract. Bidder / Offeror will take affirmative steps to meet the DBE contract goal set for this bid.

Company Name: Kimley-Horn and Associates, Inc.

Address: 111 East Broadway, Suite 600, Salt Lake City, UT 84111

Signed:

Title: Vice President

Phone Number: 520.429.6868

DocuSign Envelope ID: 89CA8A90-FA0D-4C89-88F8-B936421B57C9

ATTACHMENT A-1: DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM

DBE PROJECT GOAL: Race Neutral

Kimley-Horn has the ability to offer all required services for this pool in house. However, we have included a list of DBEs that we have strong working relationships in the lines below.

The Bidder / Offeror 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/SOQ as non-responsive. Race neutral procurements do not require good faith effort documentation.

☒ **Bidder / Offeror *will meet or exceed* the DBE goal for this contract**. If awarded this contract, Bidder / Offeror will subcontract with the DBEs listed below, which will be performing a total of TBD **percent (** TBD **%)** of the total dollar amount of the contract work.

Bidders/Offerors 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.

DBE Name & Address	Description of Work	$ Amount of Participation	% of Total Price
Certus Environmental Solutions, Inc. 655 7th Avenue Salt Lake City, UT 84013	Environmental Services	$ TBD	TBD %
Coco Consult, LLC 1914 East 9400 South #310 Sandy, UT 84093	Program Management Support	$ TBD	TBD %
		$	%
		$	%

(Attach additional sheets if necessary)

We are committed to meeting and exceeding your DBE goals. We will proactively work with the UTA on each task assignment identifying DBE subconsultants from the Utah Unified Certification Program (UUCP) Disadvantaged Business Enterprise (DBE) Directory for to contract with when needed.

☐ Bidder / Offeror *does not* meet the DBE goal for this contract. **Bidder / Offeror certifies that it has made good faith efforts** in accordance with the bid/SOQ 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.**

DocuSign Envelope ID: 89CA8A90-FA0D-4C89-88F8-B936421B57C9

❑ Bidder / Offeror *does not* meet the DBE goal for this contract. **Bidder / Offeror certifies that there exists no opportunity for subcontracting as part of this project**. It is the general practice of Bidder / Offeror'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.

Date: April 21, 2022

Company Name: Kimley-Horn and Associates, Inc.

Signature: _____

Printed Name: Brent C. Crowther, P.E., PTOE, RSP$_1$

Title: Vice President

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ATTACHMENT A-2: SAMPLE LETTER OF INTENT TO SUBCONTRACT WITH DBE FIRM

(COMPANY LETTERHEAD)

(DATE)

Not Applicable - Kimley-Horn is able to complete all scope items for this pool in house.

(DBE)

(Name and Address)

Reference: *(Project Name and Bid/SOQ Number)*

(Appropriate Salutation)

Our firm is submitting a bid/SOQ with the intent to be awarded a contract with the Utah Transit Authority for the performance o the above-referenced project and if our firm is awarded the contract, shall as act as prime Consultant 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 ou firm to provide *(specify equipment, materials, supplies, services, etc.)* in the amount of $_____ if ou firm is awarded the contract with Utah Transit Authority. **A DBE company has to be certified in the State of Utah and curren in its DBE certification. Please attach a copy of a recent certification letter / annual update that states your firm is pres entl certified as a DBE by the Utah Uniform Certification Program (UUCP).**

DBE firm has read and certifies to the above: **Prime Consultant:** Kimley-Horn and Associates, Inc

_____	_____
Signature	Signature
_____	Brent C. Crowther, P.E., PTOE, RSP$_1$
Printed Name	Printed Name
_____	Vice President
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 subconsultant must be listed, and all amounts to be paid to the DB subconsultant must be specified.

THE SUCCESSFUL BIDDERS/ OFFERORS SHALL REQUIRE ALL SUBCONSULTANTS TO COMPLETE AND SUBMIT THE FEDERAL CERTIFICATION ATTACHMENTS A, A-1, A-2, A-3, A-5, B, C, D, E, F AND G IF APPLICABLE.

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ATTACHMENT A-3: GOOD FAITH EFFORTS DOCUMENTATION FORM

Whether a Bidder / Offeror meets or does not meet the DBE goal, the Bidder / Offeror must submit this form with its DBE Participation Form (Attachment A-1). **In the case of a race neutral project, the Bidder / Offeror is not required to submit good faith efforts documentation.** The Bidder / Offeror must submit a copy of the document(s) sent to DBE's. Failure to submit this form with its bid/SOQ and requested additional documentation may render the bid/SOQ non-responsive. UTA's DBE Liaison Officer may require that the Bidder / Offeror provide additional substantiation of good faith efforts.

Firm Name	Contact Person	Area of Expertise	Date	Response

Not Applicable

By submitting and signing this form, including any continuation form(s), the Bidder / Offeror 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.

Not Applicable - Kimley-Horn is able to complete all scope items for this pool in house and has strong relationships with DBE firms if the need arises to meet a DBE goal on a task assignment.

Date: April 21, 2022

Signature:

Printed Name: Brent C. Crowther, P.E., PTOE, RSP$_1$

Title: Vice President

DocuSign Envelope ID: 89CA8A90-FA0D-4C89-88F8-B936421B57C9

ATTACHMENT A-5: EMPLOYMENT PRACTICES / EEO PLAN

A) Consultants 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: _____

(Print name & title)

Not Applicable - Kimley-Horn is larger than 50 employees and no formal contract has been awarded at this time. Kimely-Horn has attached our EEO Plan for reference.

Solicitation No. _____

Name of Project _____

Location of Workforce _____

Prime Consultant _____

In keeping with UTA policy of nondiscrimination in employment practices, the _____ (Name of Company) has set as a project goal for the utilization of minorities, which is _____%. 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 _____(Company name), by its _____(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 Consultants)

If the Consultant 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.

Brent C. Crowther, P.E., PTOE, RSP$_1$ | Vice President

Signature and Title of Company Official (Consultant)

DocuSign Envelope ID: 89CA8A90-FA0D-4C89-88F8-B936421B57C9

EQUAL EMPLOYMENT OPPORTUNITY (EEO) AND AFFIRMATIVE ACTION POLICY (AAP) STATEMENT OF KIMLEY-HORN AND ASSOCIATES, INC.

Effective May 1, 2021

It is the policy of Kimley-Horn, and my personal commitment to provide fair and equal treatment of all current and prospective employees without regard to race, color, age, religion, sex, sexual orientation, gender identity, marital status, national origin, qualified disability, medical condition, protected veteran status, or any other reason under applicable federal, state, or local laws. This commitment to fairness means that we provide equal opportunities in all areas of employment, including recruitment, selection, job changes, promotions, terminations, wages or other forms of compensation, benefits, training, and other privileges, terms, and conditions of employment. Kimley-Horn commits to comply with the equal employment and affirmative action regulations of various federal, state, and local governmental entities, including Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (VEVRAA) and Title VII of the Civil Rights Act of 1964 as amended.

Kimley-Horn takes affirmative action to ensure that all employment practices are free of discrimination. A written Affirmative Action Plan is prepared annually to document responsibilities, implementation and dissemination plans, mechanism for internal monitoring, and goals. Any employee or applicant may receive a copy of the plan by contacting the Affirmative Action Officer.

Kimley-Horn will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.

Joy A. Pado, Vice President, has been designated as the firm's EEO and Affirmative Action Officer and assigned overall responsibility for the coordination, implementation, and direction of the Affirmative Action Plan and EEO Program. The Board of Directors reviews the Affirmative Action Plan and regularly monitors performance against the plan. In addition, all other employees are expected to perform their job responsibilities in a manner that supports equal employment opportunity for all.

Any employee or applicant for employment who believes they have been treated in a way that violates this policy should contact their supervisor; a member of the Regional Human Resources team; Ms. Pado; or Steven E. Lefton, President. Responsible parties will promptly investigate allegations of discrimination or harassment in a confidential manner, and Kimley-Horn will take appropriate action in response to these investigations. Any employee committing any discriminatory practice will be subject to discipline up to, and including, termination. We will not tolerate any retaliation against any employee or applicant for employment who raises a concern about a potential violation of this policy or provides any information in connection with any complaint.

Steven E. Lefton, President — 5/1/2021 Date

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ATTACHMENT B: BUY AMERICA CERTIFICATE

Solicitation No. 22-03567VW

Not Applicable – This form does not apply to the scope of this specific proposal.

Exhibit ___

UTAH TRANSIT AUTHORITY

BUY AMERICA CERTIFICATE

(Federally assisted Contract)

SECTION (1); Certify only for IRON, Steel or MANUFACTURED PRODUCTS: ***(Mark One)***

○ **CERTIFICATE OF COMPLIANCE WITH SECTION 165(a).** The offeror hereby certifies that it *will comply* with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, *and* the applicable regulations of 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 Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it *may qualify for an exception* to the requirement pursuant to Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and 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 Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, 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 Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but it *may qualify for an exception* to the requirement consistent with Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR Part 661.7.

SECTION (3); OFFEROR'S SIGNATURE: *(Sign, date and enter your title and the name of your company)*

Brent C Crowther — April 20, 2022

Signature — Date

Vice President

Title

Kimley-Horn and Associates, Inc. / Brent C. Crowther, P.E., PTOE, RSP1

Name of Company/Offeror

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ATTACHMENT C: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION FROM TRANSACTIONS FINANCED IN PART BY THE U.S. GOVERNMENT

This certification is made in accordance with Executive Order 12549, 49 CFR Part 29, 31 USC §6101 and similar federal requirements regarding debarment, suspension and ineligibility with respect to federally-funded contracts.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that none of the Consultant, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Consultant is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or SOQ, the bidder or Offeror certifies as follows:

> The certification in this clause is a material representation of fact relied upon by the Federal Transit Administration. If it is later determined that the bidder or Offeror knowingly rendered an erroneous certification, in addition to remedies available to the Federal Transit Administration, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or Offeror agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or Offeror further agrees to include a provision requiring such compliance in its lower tier covered transactions.

If the bidder or Offeror is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing an "X" in the following space _____.

Brent C. Crowther

Signature of the Bidder or Offeror Authorized Official

Brent C. Crowther, P.E., PTOE, RSP$_1$ | Vice President

Name and Title of the Bidder or Offeror Authorized Official

FEDERAL ID # 56-0885615

April 20, 2022

Date

DocuSign Envelope ID: 89CA8A90-FA0D-4C89-88F8-B936421B57C9

ATTACHMENT D: CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Brent C. Crowther, P.E., PTOE, RSP$_1$ | Vice President, hereby certifies

(Name and Title of Company Official)

on behalf of Kimley-Horn and Associates, Inc. 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. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this 21st day of April, 2022.

By _____

(Signature of Authorized Official)

Vice President

(Title of Authorized Official)

DocuSign Envelope ID: 89CA8A90-FA0D-4C89-88F8-B936421B57C9

ATTACHMENT E: CARGO PREFERENCE -- USE OF UNITED STATES-FLAG VESSELS

Pursuant to Maritime Administration regulations, "Cargo Preference -- U.S.-Flag Vessels", 46 C.F.R. Part 381, the Consultant shall insert the following clauses in contracts it awards in which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project:

AS REQUIRED BY 46 C.F.R. PART 381, THE CONSULTANT AGREES --

(1) TO UTILIZE 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, MATERIALS, OR COMMODITIES PURSUANT TO THIS CONTRACT TO THE EXTENT SUCH VESSELS ARE AVAILABLE AT FAIR AND REASONABLE RATES FOR UNITED STATES-FLAG COMMERCIAL VESSELS.

(2) TO FURNISH WITHIN 20 DAYS FOLLOWING THE DATE OF LOADING FOR SHIPMENTS ORIGINATING WITHIN THE UNITED STATES, OR WITHIN 30 WORKING DAYS FOLLOWING THE DATE OF LOADING FOR SHIPMENT 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 PARAGRAPH (1) ABOVE TO THE AUTHORITY (THROUGH THE PRIME CONSULTANT IN THE CASE OF SUBCONSULTANT BILLS-OF-LADING) AND TO THE DIVISION OF NATIONAL CARGO, OFFICE OF MARKET DEVELOPMENT, MARITIME ADMINISTRATION, 400 SEVENTH STREET, S.W., WASHINGTON, D.C. 20590, MARKED WITH APPROPRIATE IDENTIFICATION OF THE PROJECT.

(3) TO INSERT THE SUBSTANCE OF THE PROVISIONS OF THIS CLAUSE IN ALL SUBCONTRACTS ISSUED PURSUANT TO THIS CONTRACT.

Not Applicable - This form does not apply to the scope of this specific proposal.

Date April 21, 2022

Signature _____
Brent C. Crowther, P.E., PTOE, RSP$_1$

Title Vice President

DocuSign Envelope ID: 89CA8A90-FA0D-4C89-88F8-B936421B57C9

ATTACHMENT F: SOLICITATION STATISTICS

Dear Subconsultant:

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 SUBCONSULTANTS**. Return the form from each Offeror **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. If you have any questions, comments or suggestions, please contact Raymond Christy, UTA's DBE Liaison Officer (801) 262-5626 extension 3537.

This information will only be used for statistical purposes as allowed under 49 CFR Part 26.

Firm Name: Kimley-Horn and Associates, Inc.

Firm Address: 111 East Broadway, Suite 600

Salt Lake City, UT 84111

Status: Non-DBE X DBE ____

Company's Type of Work: Civil Engineering/Planning

Month/Year firm started: February 1967

DocuSign Envelope ID: 89CA8A90-FA0D-4C89-88F8-B936421B57C9

Company Owner(s) Ethnic Background (optional)

____African American	____ Asian	____Male
____Hispanic	____ Native American	____Female
____ Polynesian	____ Caucasian	____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	X

Name of Solicitation: TOD Station Area Consulting Services Pools, RFQU No. 22-03567VW

DocuSign Envelope ID: 89CA8A90-FA0D-4C89-88F8-B936421B57C9

ATTACHMENT G: Requirement for Written Subcontracts

(To be submitted with Bid or SOQ)

Provided that your firms Bid or SOQ is determined to be the winner for this Procurement, (UTA Number: 22-03567VW, Bidder/Offeror: Kimley-Horn and Associates, Inc., does hereby acknowledge and agree to comply with by signing below, the Authority's requirement to have written subcontracts for all the Work provided for by subconsultants at any tier for the Work awarded to them through this Procurement, and that Bidder/Offeror will pass along all applicable requirements, federal or otherwise, but not limited thereto to all sub tier Consultants.

Company Name: Kimley-Horn and Associates, Inc.

Signed by: | Brent C. Crowther, P.E., PTOE, RSP_1

Title: Vice President

Date: April 21, 2022

DocuSign Envelope ID: 89CA8A90-FA0D-4C89-88F8-B936421B57C9

EXHIBIT E -FEDERAL CLAUES

FEDERAL CLAUSES

ACCESS TO RECORDS AND REPORTS

The Consultant agrees to provide the Authority, 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 Consultant which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. The Consultant also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any project management oversight auditor access to the Consultant's records and construction sites pertaining to a major capital project (defined at 49 USC §5302(a)(1)), which is receiving federal financial assistance through the programs described at 49 USC §§5307, 5309 or 5311. The Consultant further agrees to include in all of its subcontracts and purchase orders under the Contract a provision to the effect that the Subconsultant or Supplier agrees that the Authority, the United States Department of Transportation and the Comptroller General of the United States, the project management oversight auditor, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the Subconsultant or Supplier.

INCORPORATION OF FTA TERMS

All contractual provisions required by the United States Department of Transportation, as set forth in the most recent edition and revisions of FTA Circular 4220.1F, "Third Party Contracting Guidance," are incorporated by reference into the Contract Documents. All FTA mandated terms shall take precedence over other conflicting terms, if any in the Contract Documents. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests that would cause the Authority to be in violation of any FTA terms and conditions.

FEDERAL CHANGES

The Consultant 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 the Authority and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. The Consultant's failure to so comply shall constitute a material breach of the Contract.

ENERGY CONSERVATION REQUIREMENTS

The Consultant 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.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Authority and the Consultant acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Authority, the Consultant or any other party (whether or not a party to the Contract) pertaining to any matter resulting from the Contract. The Consultant agrees to include the above clause in each subcontract or purchase order 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 Subconsultant or Supplier who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801, et seq. and United States Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Contract. Upon execution of the underlying Contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has

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made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which the Work is being performed. In addition to other penalties that may be applicable, the Consultant 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 Consultant to the extent the federal government deems appropriate. The Consultant 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 USC §5307, the federal government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5307(n)(1) on the Consultant, to the extent the federal government deems appropriate. The Consultant agrees to include the above two clauses in each subcontract or purchase order 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 Subconsultant or Supplier who will be subject to the provisions.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

The Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that none of the Consultant, its principals (as defined at 49 CFR 29.995) or affiliates (as defined at 49 CFR 29.905) are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Consultant is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any subcontract or purchase order that it enters into. *(A certification is to be submitted with each bid or offer of $25,000 or more.)*

BUY AMERICA CERTIFICATION

Applicable Only to Contracts valued at more than $100,000]

Consultant shall comply with 49 USC 5323(j) and 49 CFR 661, as amended by MAP-21 stating that federal funds 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. Separate requirements for rolling stock are set out at 49 USC §5323(j)(2)(C) and 49 CFR §661.11. Rolling stock must be assembled in the United States and have the applicable percentage of domestic content required by 49 USC 5323(j) and 49 CFR 661. Consultant shall be responsible for ensuring that lower tier Consultants and subconsultants are in compliance with these requirements. All Offerors to the UTA solicitation for the Contract must include the appropriate Buy America certification with their responses and any response that is not accompanied by a completed Buy America Certification will be rejected as nonresponsive.

FLY AMERICA REQUIREMENTS

The Consultant agrees to comply with 49 USC §40118 and 41 CFR Part 301-10, which provide that Consultants are required to use United States -Flag air carriers for federally 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 49 USC §40118 and CFR Part 301-10.

CIVIL RIGHTS REQUIREMENTS

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL)

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regulations, "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), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, 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 Consultant agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(3) The Consultant also 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

DISADVANTAGED BUSINESS ENTERPRISES (DBE)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **7%.** A separate contract goal ~~**[of __% DBE participation has]**~~ **[has not]** been established for this procurement. The goal of Race Neutral is established on locally funded projects and task orders. On federally funded projects and task orders, each will be reviewed individually and assessed for DBE participation.

b. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **{insert agency name}** deems appropriate. Each subcontract the Consultant signs with a subconsultant must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. ***{If a separate contract goal has been established, use the following}*** Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following **[concurrent with and accompanying sealed bid] [concurrent with and accompanying an initial SOQ] [prior to award]**:

1. The names and addresses of DBE firms that will participate in this contract;

2. A description of the work each DBE will perform;

3. The dollar amount of the participation of each DBE firm participating;

4. Written documentation of the bidder/offeror's commitment to use a DBE subconsultant whose participation

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it submits to meet the contract goal;

5. Written confirmation from the DBE that it is participating in the contract as provided in the prime Consultant's commitment; and

6. If the contract goal is not met, evidence of good faith efforts to do so.

[Bidders][Offerors] must present the information required above **[as a matter of responsiveness] [with initial SOQs] [prior to contract award]** (see 49 CFR 26.53(3)).

{If no separate contract goal has been established, use the following} The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The Consultant is required to pay its subconsultants performing work related to this contract for satisfactory performance of that work no later than 30 days after the Consultant's receipt of payment for that work from the **{insert agency name}.** In addition, **[the Consultant may not hold retainage from its subconsultants.] [is required to return any retainage payments to those subconsultants within 30 days after the subconsultant's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subconsultants within 30 days after incremental acceptance of the subconsultant's work by the {insert agency name} and Consultant's receipt of the partial retainage payment related to the subconsultant's work.]**

e. The Consultant must promptly notify **{insert agency name}**, whenever a DBE subconsultant performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subconsultant to perform at least the same amount of work. The Consultant may not terminate any DBE subconsultant and perform that work through its own forces or those of an affiliate without prior written consent of **{insert agency name}.**

TERMINATION

(For contracts over $10,000.00)

a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Consultant when it is in the Government's best interest. The Consultant shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Consultant shall promptly submit its termination claim to (Recipient) to be paid the Consultant. If the Consultant has any property in its possession belonging to the (Recipient), the Consultant 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 Consultant does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Consultant fails to perform in the manner called for in the contract, or if the Consultant fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant 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 Consultant 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 Consultant, the (Recipient), after setting up a new delivery of performance schedule, may allow the Consultant 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 Consultant [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

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If Consultant 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 consultant 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 Consultant. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against consultant 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 Consultant 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 Consultant refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Consultant 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 Consultant a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete 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 Consultant and its sureties shall be liable for any damage to the Recipient resulting from the Consultant's refusal or failure to complete the work within specified time, whether or not the Consultant's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Consultant's right to proceed shall not be terminated nor the Consultant 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 Consultant. Examples of such causes include acts of God, acts of the Recipient, acts of another Consultant in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the Consultant, 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 Consultant's right to proceed, it is determined that the Consultant 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.

DEBARMENT AND SUSPENSION

[Applicable Only to Contracts valued at more than $25,000]

Consultant shall comply and facilitate compliance with U.S. DOT regulations, "No procurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (No procurement)," 2 CFR Part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the Contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the Contract amount. As such, Consultant shall verify that its principals, affiliates, and subconsultants are eligible to participate in this federally funded contract and are not presently declared by any federal department or agency to be: (i) debarred from participation in any federally assisted award; (ii) suspended from participation in any federally assisted award; (iii) proposed for debarment from participation in any federally assisted award; (iv) declared ineligible to participate in any federally assisted

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award; (iv) voluntarily excluded from participation in any federally assisted award; and/or (v) disqualified from participation in ay federally assisted award. By submitting a response to UTA's solicitation for the Contract, Consultant has certified that the foregoing items (i) through (v) are true. The certification in this clause is a material representation of fact relied upon by UTA. If it is later determined by UTA that Consultant knowingly rendered an erroneous certification, in addition to other remedies available that may be available to UTA, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant agrees to comply with the requirements of 2 CFR Part 180, subpart C, as supplemented by 2 CFR Part 1200, during the Contract term. Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ADA ACCESS

ADA Access for Individuals with Disabilities – The Consultant agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing.

Domestic Preference

In accordance with 2 CFR 200.322 all Consultants shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
For purposes of this clause:

a. " Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through application of coatings, occurred in the United States.
b. "Manufacturing products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

This requirement must be included in all subcontracts awarded under this award.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

In accordance with 2 CFR 200.216, Consultant and its subconsultants 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.

a. "covered telecommunications equipment or services" is telecommunications or video surveillance equipment or services produced by:
    a. Huawei Technologies Company
    b. ZTE Corporation

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c. Hytera Communications Corporation
d. Hangzhou Hikvision Digital Technology Company
e. Dahua Technology Company
f. Any subsidiary of the above listed entities.

Federal Clauses Applicable only to Construction Contracts

CLEAN AIR REQUIREMENTS

The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401, et seq. The Consultant agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office. The Consultant also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with federal assistance provided by FTA.

CLEAN WATER REQUIREMENTS

The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251, et seq. The Consultant agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate Regional Office of the United States Environmental Protection Agency. The Consultant also agrees to include these requirements in each subcontract or purchase order exceeding $100,000 financed in whole or in part with federal assistance provided by FTA.

FLY AMERICA REQUIREMENTS

The Consultant agrees to comply with 49 USC §40118 and 41 CFR Part 301-10, which provide that Consultants are required to use United States -Flag air carriers for federally 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 49 USC §40118 and CFR Part 301-10.

SEISMIC SAFETY REQUIREMENTS

The Consultant 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 Consultant also agrees to ensure that all work performed under this contract including work performed by a subconsultant is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

DAVIS-BACON ACT PREVAILING WAGE AND COPELAND ACT ANTI-KICKBACK REQUIREMENTS

(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 Consultant 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 quarterly) 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 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 consultant and its subconsultants at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
(ii)(A) UTA's Civil Rights Compliance Office 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. UTA's Civil Rights Compliance Office shall approve

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an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
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

(1) The classification is utilized in the area by the construction industry; and

(2) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(3) 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 Consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and UTA's Civil Rights Compliance Office 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 UTA's Civil Rights Compliance Office 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 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(C) In the event Consultant, the laborers or mechanics to be employed in the classification or their representatives, and UTA's Civil Rights Compliance Office do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), UTA's Civil Rights Compliance Office shall refer the questions, including the views of all interested parties and the recommendation of UTA's Civil Rights Compliance Office, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under the 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, Consultant 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 Consultant does not make payments to a trustee or other third person, Consultant 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 consultant, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require Consultant to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) UTA's Civil Rights Compliance Office 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. UTA's Civil Rights Compliance Office shall approve an additional classification and wage rate and fringe benefits therefore 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 Consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and UTA's Civil Rights Compliance Office agree on the classification and wage rate (including

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the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by UTA's Civil Rights Compliance Office 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 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(C) In the event Consultant, the laborers or mechanics to be employed in the classification or their representatives, and UTA's Civil Rights Compliance Office do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), UTA's Civil Rights Compliance Office shall refer the questions, including the views of all interested parties and the recommendation of UTA's Civil Rights Compliance Office, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under the 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 Consultant under the Contract or any other federal contract for which Consultant is the prime Consultant, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by 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 Consultant or any subconsultant 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 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 consultant during the course of the work and preserved for a period of three 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, Consultant 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. If Consultant employs apprentices or trainees under approved programs, Consultant 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) Consultant shall submit weekly for each week in which any work under the Contract is performed a copy of all payrolls to UTA for transmission to the FTA. 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 WH-347 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. Consultant is responsible for the submission of copies of payrolls by all subconsultants.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by consultant or subconsultant or his or her agent who pays or supervises the payment of the persons employed under the Contract

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and shall certify the following: 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:

(1) 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; and

(2) 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 (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject Consultant or subconsultant to civil or criminal prosecution under Section 1001 of title 18 and Section 231 of title 31 of the United States Code.

(iii) Consultant and any subconsultant shall make the records required under paragraph (3) of this section available for inspection, copying, or transcription by authorized representatives of the FTA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If Consultant or subconsultant fails to submit the required records or to make them available, the federal agency may, after written notice to 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 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 consultant 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 Consultant 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 Consultant's or subconsultant'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, Consultant 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,

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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, Consultant 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 "Anti-Kickback" Act Requirements – Consultant shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in the Contract. Consultant 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 – Consultant and any subconsultant shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. Consultant shall be responsible for the compliance by any subconsultant or lower tier subconsultant with all the contract clauses in 29 CFR 5.5.

BONDING REQUIREMENTS

(Applicable Only to Contracts valued at more than $150,000]

Unless a different requirement is set forth in the Contract, Consultant shall maintain the following bonds:

A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

A performance bond in the amount of **100%** of the Contract value is required by the Recipient to ensure faithful performance of the Contract. The performance bond shall be provided by consultant and shall remain in full force for the term of the Contract. Consultant will provide the performance bond to UTA within ten (10) business days from execution of the Contract. The performance bond must be provided by a fully qualified surety company acceptable to the UTA and listed as a company currently authorized under 31 CFR Part 22 as possessing a certificate of authority as described thereunder. UTA may require additional performance bond protection if the Contract price is increased. The increase in protection shall generally equal 100 percent of the increase in Contract price. UTA may secure additional protection by directing Consultant to increase the amount of the existing bond or to obtain an additional bond.

A labor and materials payment bond equal to the full value of the Contract must be furnished by Consultant to UTA as security for payment by consultant and subconsultants for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to UTA and listed as a company currently authorized under 31 CFR Part 223 as possessing a certificate of authority as described thereunder.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 11/30/2022

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Mary DeLoretto, Chief Service Development Officer
PRESENTER(S):	Jordan Swain, TOC Project Manager

TITLE:

Contract: Task Ordering Agreement for TOD Station Area Planning Consultant Pool G (Leland Consulting Group, Inc.)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Authorize the Executive Director to execute the task ordering agreement with Leland Consulting Group Inc. to add them to the Station Area Planning Pool of Consultants (Pool G).

BACKGROUND:
UTA is providing technical assistance to cities that are completing station area planning work in response to Utah House Bill (HB)462 requirements.

DISCUSSION:
In response to HB462, the Transit Oriented Communities (TOC) Department is setting up and maintaining pools of pre-qualified consultants that may be solicited to complete particular tasks related to transit-oriented development station area planning via task order. Said pools will increase UTA's efficiency and ability to respond to the needs of our partner cities. Leland Consulting Group has been selected for Pool G: Market Analysis. No work is authorized, nor funds obligated until a task order is issued under this contract. Individual task orders totaling $200,000 or more will be brought to the board for approval. If the total cost of all task orders issued under this agreement exceeds $600,000, additional Board approval will be required.

CONTRACT SUMMARY:

Contractor Name:	Leland Consulting Group, Inc.
Contract Number:	22-035679
Base Contract Effective Dates:	12/01/2022 to 11/01/2027
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	$0
Procurement Method:	RFQU (Qualification)
Budget Authority:	This project is included in the 2022 Capital Budget.

ALTERNATIVES:

Procure services to help cities with station area planning through individual RFPs rather than use a pool of qualified vendors. This could significantly slow the process of station area planning.

FISCAL IMPACT:

Station area plans will be funded through a combination of FTA grants, partner funds, and UTA capital project funds. Task orders will be issued and executed as funds are available and accounted for in the approved capital budget.

ATTACHMENTS:

1. Task Ordering Agreement

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TASK ORDERING AGREEMENT FOR PROFESSIONAL SERVICES
UTA CONTRACT #22-035679
TOD Station Area Planning Consultant Pool G

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 Leland Consulting Group, Inc. ("Consultant").

RECITALS

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

WHEREAS, On March 17, 2022, UTA issued Request for Qualifications Package Number 22-03567 ("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.

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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. The Consultant's 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 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.

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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. 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 November 1, 2027. 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

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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

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. 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.

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

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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. Consultant shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services. Consultant shall submit invoices to ap@rideuta.com for processing and payment. 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

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b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods 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.

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:

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Chris Zahas, AICP, Managing Principal
Brian Vanneman, Principal

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

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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

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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 Consultant or subconsultant under this Contract are considered confidential and shall not be made available to any person, organization,

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

mitigation of the breach for review and approval by UTA.

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

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 negligent acts or omissions or willful misconduct 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

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claims arise out of the sole or partial 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 Consultant from liabilities that might arise out of the performance of the work under this contract by the Consultant, his agents, representatives, employees or subconsultants and Consultant is free to purchase additional insurance as may be determined necessary.

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

1. Commercial General Liability – Occurrence Form
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $4,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $2,000,000

   a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be 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

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Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.

b. This requirement shall not apply when a consultant or subconsultant is exempt under UCA 34A-2-103, AND when such consultant or subconsultant executes the appropriate waiver form.

4. Professional Liability (Errors and Omissions Liability)
The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

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

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

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.

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-

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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 insurancecerts@rideuta.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 insurancecerts@rideuta.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. SUBCONSULTANTS: Consultants' certificate(s) shall include all subconsultants as additional insureds under its policies or subconsultants shall maintain separate insurance as determined by the Consultant, however, subconsultant's limits of liability shall not be less than $1,000,000 per occurrence / $2,000,000 aggregate. Sub-consultants maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-consultants. Utah Transit Authority must be scheduled as an additional insured on any sub-consultant policies.

G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the 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

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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 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.

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

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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	**LELAND CONSULTING GROUP**	
UTA's Project Manager	Consultant's Project Manager	Five calendar days
UTA's Director of Real Estate & TOD	Consultant's Corporate Secretary	Five calendar days
UTA's Chief Service Development Officer	Consultant's Principal	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:

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b. If to UTA:
Utah Transit Authority
ATTN: Vicki Woodward
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
Leland Consulting Group, Inc.
Christopher E. Zahas, AICP/Managing Principal
610 SW Alder Street, Suite 1200
Portland, Oregon 97205

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

30. INSURANCE COVEREAGE 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.

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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-818.5for the subconsultant's employees and the employee's dependents during the duration of the subcontract.

31. 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

32. 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.

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

Consultant 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

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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.

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,

Executive Director

By Date:

Mary DeLoretto,

Chief Service Development Officer

LELAND CONSULTING GROUP, INC:

By: DocuSigned by: 304C4B784214462... Date: 11/9/2022

Name: Christopher E. Zahas, AICP

Title: Managing Principal

Federal ID#93-0995780

Approved as to Content and Form

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By: DocuSigned by: Michael Bell 70E33A415BA44F6... Date: 11/9/2022

Mike Bell, AAG State of Utah

And UTA Legal Counsel

Reviewed & Recommended

By: Date:

Jordan Swain

TOD Project Manager

UTA Project Number 22-035679VW

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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.

Task Orders using FTA funds shall include required FTA assurances and clauses. DBE utilization shall be determined on a task order by task order basis.

UTA is awarding of one or more Master Tasks Ordering Agreements(s) (MTOA). Leland Consulting Group, Inc., being awarded a MTOA for POOL G: Market Analysis.

The Period of Performance shall be until November 1, 2027. Task Orders will be issued as needed.

Overall management of the MTOA and Task Orders will be under the direction of UTA through the TOD Office. Work by the selected Consultant shall be in conformance with the pricing, schedule, staffing plan, and budget included in the MTOA and the individual Task Orders.

The Consultant is expected to perform and fulfill the following activities and requirements for Utah Transit Authority

POOL G: Market Analysis

Element 1: Station Area Market Analysis

A detailed study of the real estate and economic development opportunities within and around Station Areas. Consultant should have demonstrated background in providing objective analysis of land use and development opportunities driven by relevant local, regional, and national market indices. Analysis should focus on the "highest and best use" principle of Station Area properties participating in the study. At minimum, each market study must include the assessment of uses that: contribute maximally to the tax base, take advantage of local and regional private and public investments and tax incentives, increase transit ridership, maximize property owner's value, and provide greatest benefit to the municipality.

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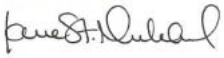
EXHIBIT B – PRICING

22-03567VW UTA TOD Station Area Consulting Services "Form A" Cost Rate Form
POOL G: Market Analysis
Leland Consulting Group

No.	Firm	Prime	Sub	Last Name	First Name	Discipline/Classification	Basic Hourly Rate	Overhead rate Percentage	Fee	Fully Burdened Bill Rate
1	Leland Consulting Group, Inc.	X		Zahas	Christopher	Real Estate Economics/Managing Principal	$ 72.12	164.45%	10%	$210.23
2	Leland Consulting Group, Inc.	X		Vanneman	Brian	Real Estate Economics/Principal	$ 60.10	164.45%	10%	175.19
3	Leland Consulting Group, Inc.	X		Kamp	Edward	Real Estate Economics/Senior Associate	$ 50.48	164.45%	10%	147.15
4	Leland Consulting Group, Inc.	X		Shuch	Jennifer	Real Estate Economics/Analyst	$ 36.06	164.45%	10%	105.11
5	Leland Consulting Group, Inc.	X		Oliver	Andrew	Real Estate Economics/Analyst	$ 33.65	164.45%	10%	98.09
6	Leland Consulting Group, Inc.	X		Bini	Ellen	Real Estate Economics/Analyst	$ 33.65	164.45%	10%	98.09
7	Leland Consulting Group, Inc.	X		St. Michael	Jane	Real Estate Economics/Administrative	$ 48.08	164.45%	10%	140.15

Signature: 

Date: November 2, 2022

Title: Office Manager

Leland Consulting Group, Inc., annual rate adjustment occurs Oct 1 of each year starting 2023: * Annual escalation of 3%

CONTRACT PRICING STRUCTURE

For the avoidance of doubt, this contract is a firm fixed price labor hour contract. The labor rates for the various categories of labor to be used under this contract are loaded with overhead, profit and G& A and are fixed for the life of the contract subject to a yearly 3% escalation factor.

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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 _____, (Consultant) 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 Consultant 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 Consultant or its appointed representative

UTAH TRANSIT AUTHORITY:	CONSULTANT:
	_____
By: _____ Date	By: _____
By: _____ Date	Date: _____
By: _____ Date	

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By: _____

ATTACHMENT 1 – TASK ORDER STATEMENT OF WORK OR SERVICES

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EXHIBIT D – FEDERAL FORMS

ATTACHMENT A: EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE STATEMENT

The undersigned states on behalf of the Bidder / Offeror Leland Consulting Group, Inc.

A. The Bidder / Offeror 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, subconsultants, etc. of the Bidder / Offeror 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 / Offeror designates -- Name Jane St. Michael

Title Office Manager

as the person assigned the responsibility for securing compliance with and reporting progress to the Bidders/ Offerors and UTA's Civil Rights Office on all EEO efforts initiated and taken.

C. Bidder / Offeror 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 / Offeror 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 / Offeror EEO and DBE requirements.

D. Bidder / Offeror agrees to make every reasonably good faith effort to utilize DBE's in the performance of this contract. Bidder / Offeror will take affirmative steps to meet the DBE contract goal set for this bid.

Company Name: Leland Consulting Group, Inc.

Address: 610 SW Alder Street, Suite 1200, Portland, OR 97205

Signed:

Title: Managing Principal

Phone Number: 503-205-4151

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ATTACHMENT A-1: DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM

DBE PROJECT GOAL: Race Neutral

The Bidder / Offeror 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/SOQ as non-responsive. Race neutral procurements do not require good faith effort documentation.

❑ **Bidder / Offeror *will meet or exceed* the DBE goal for this contract**. If awarded this contract, Bidder / Offeror 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/Offerors 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.

DBE Name & Address	Description of Work	$ Amount of Participation	% of Total Price
_____	_____	$_____	_____%
_____	_____	$_____	_____%
_____	_____	$_____	_____%
_____	_____	$_____	_____%

(Attach additional sheets if necessary)

❑ Bidder / Offeror *does not* meet the DBE goal for this contract. **Bidder / Offeror certifies that it has made good faith efforts** in accordance with the bid/SOQ 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.**

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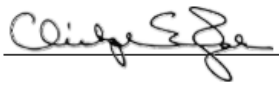
☒ Bidder / Offeror *does not* meet the DBE goal for this contract. **Bidder / Offeror certifies that there exists no opportunity for subcontracting as part of this project**. It is the general practice of Bidder / Offeror's firm to perform all work of this nature solely with its own work force and to do otherwise would constitute a violation of industry standards. Attachment A-3, Good Faith Effort Documentation Form, is not required under this selection.

Date: April 18, 2022

Company Name: Leland Consulting Group, Inc.

Signature: 

Printed Name: Christopher E. Zahas

Title: Managing Principal

DocuSign Envelope ID: 5C14FFD6-8645-473F-AFCF-76E7F6D3234F

ATTACHMENT A-2: SAMPLE LETTER OF INTENT TO SUBCONTRACT WITH DBE FIRM

(COMPANY LETTERHEAD)

(DATE)

(DBE)

(Name and Address)

Reference: *(Project Name and Bid/SOQ Number)*

(Appropriate Salutation)

Our firm is submitting a bid/SOQ 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 Consultant 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).**

N/A. Leland Consulting Group will not have any subcontractors if selected for Pool G. Market Analysis

~~DBE firm has read and certifies to the above:~~	**Prime Consultant:**
_____	_____
Signature	Signature
_____	Christopher E. Zahas
Printed Name	April 18, 2022 ~~Printed Name~~
_____	Managing Principal
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 subconsultant must be listed, and all amounts to be paid to the DBE subconsultant must be specified.

THE SUCCESSFUL BIDDERS/ OFFERORS SHALL REQUIRE ALL SUBCONSULTANTS TO COMPLETE AND SUBMIT THE FEDERAL CERTIFICATION ATTACHMENTS A, A-1, A-2, A-3, A-5, B, C, D, E, F AND G IF APPLICABLE.

DocuSign Envelope ID: 5C14FFD6-8645-473F-AFCF-76E7F6D3234F

ATTACHMENT A-3: GOOD FAITH EFFORTS DOCUMENTATION FORM

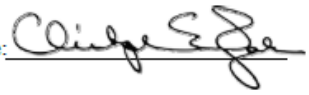
Whether a Bidder / Offeror meets or does not meet the DBE goal, the Bidder / Offeror must submit this form with its DBE Participation Form (Attachment A-1). **In the case of a race neutral project, the Bidder / Offeror is not required to submit good faith efforts documentation.** The Bidder / Offeror must submit a copy of the document(s) sent to DBE's. Failure to submit this form with its bid/SOQ and requested additional documentation may render the bid/SOQ non-responsive. UTA's DBE Liaison Officer may require that the Bidder / Offeror provide additional substantiation of good faith efforts.

Firm Name	Contact Person	Area of Expertise	Date	Response

N/A. Leland Consulting Group will not have any subcontractors if selected for Pool G. Market Analysis;
we are including this note per the directions issued in the Q&A

^ ~~By submitting and signing this form, including any continuation form(s), the Bidder / Offeror 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: April 18, 2022

Signature: 

Printed Name: Christopher E. Zahas

Title: Managing Principal

DocuSign Envelope ID: 5C14FFD6-8645-473F-AFCF-76E7F6D3234F

ATTACHMENT A-5: EMPLOYMENT PRACTICES / EEO PLAN

A) Consultants 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: Christopher E. Zahas, Managing Principal

(Print name & title)

Solicitation No. 22-03567VW

Name of Project TOD Station Area Consulting Services Pools

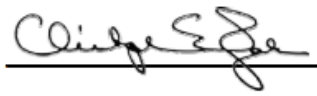
Location of Workforce Portland, Oregon

Prime Consultant Leland Consulting Group, Inc.

In keeping with UTA policy of nondiscrimination in employment practices, the Leland Consulting Group, Inc. (Name of Company) has set as a project goal for the utilization of minorities, which is 0 %. 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 Leland Consulting Group, Inc. (Company name), by its Managing Principal (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 Consultants)

If the Consultant 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.



Managing Principal

Signature and Title of Company Official (Consultant)

DocuSign Envelope ID: 5C14FFD6-8645-473F-AFCF-76E7F6D3234F

ATTACHMENT B: BUY AMERICA CERTIFICATE

Solicitation No. 22-03567VW

Exhibit ___

UTAH TRANSIT AUTHORITY

BUY AMERICA CERTIFICATE

(Federally assisted Contract)

SECTION (1); Certify only for IRON, Steel or MANUFACTURED PRODUCTS: ***(Mark One)***

○ **CERTIFICATE OF COMPLIANCE WITH SECTION 165(a).** The offeror hereby certifies that it *will comply* with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, *and* the applicable regulations of 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 Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it *may qualify for an exception* to the requirement pursuant to Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR Part 661.7.

SECTION (2); Certify only for ROLLING STOCK and ASSOCIATED EQUIPMENT: ***(Mark One)***

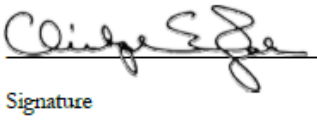
○ **CERTIFICATE OF COMPLIANCE WITH SECTION 165(b)(3.).** The offeror hereby certifies that it *will comply with* the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations of 49 CFR Part 661.11;

--OR-

○ **CERTIFICATE FOR NON-COMPLIANCE WITH SECTION 165(b)(3).** The offeror hereby certifies that it *cannot comply* with the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but it *may qualify for an exception* to the requirement consistent with Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR Part 661.7.

SECTION (3); OFFEROR'S SIGNATURE: *(Sign, date and enter your title and the name of your company)*

Note: this is not applicable to the services we provide.



Signature

April 18, 2022

Date

Managing Principal

Title

Leland Consulting Group, Inc.

Name of Company/Offeror

Rev 5/30/07

DocuSign Envelope ID: 5C14FFD6-8645-473F-AFCF-76E7F6D3234F

ATTACHMENT C: **CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION FROM TRANSACTIONS FINANCED IN PART BY THE U.S. GOVERNMENT**

This certification is made in accordance with Executive Order 12549, 49 CFR Part 29, 31 USC §6101 and similar federal requirements regarding debarment, suspension and ineligibility with respect to federally-funded contracts.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that none of the Consultant, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Consultant is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or SOQ, the bidder or Offeror certifies as follows:

> The certification in this clause is a material representation of fact relied upon by the Federal Transit Administration. If it is later determined that the bidder or Offeror knowingly rendered an erroneous certification, in addition to remedies available to the Federal Transit Administration, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or Offeror agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or Offeror further agrees to include a provision requiring such compliance in its lower tier covered transactions.

If the bidder or Offeror is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing an "X" in the following space _____.

Signature of the Bidder or Offeror Authorized Official

Type text here

Christopher E. Zahas, Managing Principal

Name and Title of the Bidder or Offeror Authorized Official

FEDERAL ID # 93-0995780

April 18, 2022

Date

DocuSign Envelope ID: 5C14FFD6-8645-473F-AFCF-76E7F6D3234F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Instructions for Certification

1. **By signing and submitting this bid or SOQ, the prospective Consultant is providing the signed certification set out below:**

   "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

   (1) The prospective Consultant certifies, by submission of this bid or SOQ, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

   (2) When the prospective Consultant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this bib or SOQ.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, UTA may pursue available remedies, including suspension and/or debarment.
3. The prospective Consultant shall provide immediate written notice to UTA if at any time the prospective Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "SOQ," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact UTA for assistance in obtaining a copy of those regulations.
5. The prospective Consultant agrees by submitting this SOQ that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by UTA.
6. The prospective Consultant further agrees by submitting this SOQ that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, UTA may pursue available remedies including suspension and/or debarment.

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ATTACHMENT D: CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Christopher E. Zahas, Managing Principal, hereby certifies

(Name and Title of Company Official)

on behalf of Leland Consulting Group, Inc. 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. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this 18th day of April, 2022.

By _____

(Signature of Authorized Official)

Managing Principal

(Title of Authorized Official)

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ATTACHMENT E: CARGO PREFERENCE -- USE OF UNITED STATES-FLAG VESSELS

Pursuant to Maritime Administration regulations, "Cargo Preference -- U.S.-Flag Vessels", 46 C.F.R. Part 381, the Consultant shall insert the following clauses in contracts it awards in which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project:

AS REQUIRED BY 46 C.F.R. PART 381, THE CONSULTANT AGREES --

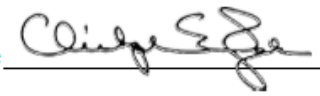
(1) TO UTILIZE PRIVATELY OWNED UNITED STATES-FLAG COMMERCIAL VESSELS TO SHIP AT LEAST 50 PERCENT OF THE GROSS TONNAGE (COMPUTED SEPARATELY FOR DRY BULK CARRIERS, DRY CARGO LINERS, AND TANKERS) INVOLVED, WHENEVER SHIPPING ANY EQUIPMENT, MATERIALS, OR COMMODITIES PURSUANT TO THIS CONTRACT TO THE EXTENT SUCH VESSELS ARE AVAILABLE AT FAIR AND REASONABLE RATES FOR UNITED STATES-FLAG COMMERCIAL VESSELS.

(2) TO FURNISH WITHIN 20 DAYS FOLLOWING THE DATE OF LOADING FOR SHIPMENTS ORIGINATING WITHIN THE UNITED STATES, OR WITHIN 30 WORKING DAYS FOLLOWING THE DATE OF LOADING FOR SHIPMENT 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 PARAGRAPH (1) ABOVE TO THE AUTHORITY (THROUGH THE PRIME CONSULTANT IN THE CASE OF SUBCONSULTANT BILLS-OF-LADING) AND TO THE DIVISION OF NATIONAL CARGO, OFFICE OF MARKET DEVELOPMENT, MARITIME ADMINISTRATION, 400 SEVENTH STREET, S.W., WASHINGTON, D.C. 20590, MARKED WITH APPROPRIATE IDENTIFICATION OF THE PROJECT.

(3) TO INSERT THE SUBSTANCE OF THE PROVISIONS OF THIS CLAUSE IN ALL SUBCONTRACTS ISSUED PURSUANT TO THIS CONTRACT.

Note: this is not applicable to the services we provide.

Date April 18, 2022

Signature 

Title Managing Principal

DocuSign Envelope ID: 5C14FFD6-8645-473F-AFCF-76E7F6D3234F

ATTACHMENT F: SOLICITATION STATISTICS

Dear Subconsultant:

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 SUBCONSULTANTS**. Return the form from each Offeror **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. If you have any questions, comments or suggestions, please contact Raymond Christy, UTA's DBE Liaison Officer (801) 262-5626 extension 3537.

This information will only be used for statistical purposes as allowed under 49 CFR Part 26.

Firm Name: Leland Consulting Group, Inc.

Firm Address: 610 SW Alder Street, Suite 1200

Portland, OR 97205

Status: Non-DBE X DBE ____

Company's Type of Work: Real estate economics and advisory services

Month/Year firm started: February 1989

DocuSign Envelope ID: 5C14FFD6-8645-473F-AFCF-76E7F6D3234F

Company Owner(s) Ethnic Background (optional)		
____African American	____Asian	1 Male
____Hispanic	____Native American	1 Female
____Polynesian	2 Caucasian	____Other_____

Annual Gross Receipts of the Firm: (check one)

0 to $500,000	_____	$500,000 - $1,000,000	_____
$1 Million - $5 Million	X	$5 Million - $10 Million	_____
$10 Million - $16.7 Million	_____	Above $16.7 Million	_____

Name of Solicitation: TOD Station Area Consulting Services Pools

UTA

ATTACHMENT G: Requirement for Written Subcontracts

(To be submitted with Bid or SOQ)

Provided that your firms Bid or SOQ is determined to be the winner for this Procurement, (UTA Number: 22-03567VW, Bidder/Offeror: Leland Consulting Group, Inc. , does hereby acknowledge and agree to comply with by signing below, the Authority's requirement to have written subcontracts for all the Work provided for by subconsultants at any tier for the Work awarded to them through this Procurement, and that Bidder/Offeror will pass along all applicable requirements, federal or otherwise, but not limited thereto to all sub tier Consultants.

Company Name: Leland Consulting Group, Inc.

Signed by: _____
Christopher E. Zahas

Title: Managing Principal

Date: April 18, 2022

DocuSign Envelope ID: 5C14FFD6-8645-473F-AFCF-76E7F6D3234F

EXHIBIT E -FEDERAL CLAUES

FEDERAL CLAUSES

ACCESS TO RECORDS AND REPORTS

The Consultant agrees to provide the Authority, 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 Consultant which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. The Consultant also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any project management oversight auditor access to the Consultant's records and construction sites pertaining to a major capital project (defined at 49 USC §5302(a)(1)), which is receiving federal financial assistance through the programs described at 49 USC §§5307, 5309 or 5311. The Consultant further agrees to include in all of its subcontracts and purchase orders under the Contract a provision to the effect that the subconsultant or Supplier agrees that the Authority, the United States Department of Transportation and the Comptroller General of the United States, the project management oversight auditor, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the subconsultant or Supplier.

INCORPORATION OF FTA TERMS

All contractual provisions required by the United States Department of Transportation, as set forth in the most recent edition and revisions of FTA Circular 4220.1F, "Third Party Contracting Guidance," are incorporated by reference into the Contract Documents. All FTA mandated terms shall take precedence over other conflicting terms, if any in the Contract Documents. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests that would cause the Authority to be in violation of any FTA terms and conditions.

FEDERAL CHANGES

The Consultant 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 the Authority and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. The Consultant's failure to so comply shall constitute a material breach of the Contract.

ENERGY CONSERVATION REQUIREMENTS

The Consultant 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.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Authority and the Consultant acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Authority, the Consultant or any other party (whether or not a party to the Contract) pertaining to any matter resulting from the Contract. The Consultant agrees to include the above clause in each subcontract or purchase order 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 subconsultant or Supplier who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801, et seq. and United States Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Contract. Upon execution of the underlying Contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which the Work is being performed. In addition to other penalties that may be applicable, the

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Consultant 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 Consultant to the extent the federal government deems appropriate. The Consultant 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 USC §5307, the federal government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5307(n)(1) on the Consultant, to the extent the federal government deems appropriate. The Consultant agrees to include the above two clauses in each subcontract or purchase order 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 subconsultant or Supplier who will be subject to the provisions.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

The Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that none of the Consultant, its principals (as defined at 49 CFR 29.995) or affiliates (as defined at 49 CFR 29.905) are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Consultant is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any subcontract or purchase order that it enters into. *(A certification is to be submitted with each bid or offer of $25,000 or more.)*

BUY AMERICA CERTIFICATION

Applicable Only to Contracts valued at more than $100,000]
Consultant shall comply with 49 USC 5323(j) and 49 CFR 661, as amended by MAP-21 stating that federal funds 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. Separate requirements for rolling stock are set out at 49 USC §5323(j)(2)(C) and 49 CFR §661.11. Rolling stock must be assembled in the United States and have the applicable percentage of domestic content required by 49 USC 5323(j) and 49 CFR 661. Consultant shall be responsible for ensuring that lower tier Consultants and subconsultants are in compliance with these requirements. All Offerors to the UTA solicitation for the Contract must include the appropriate Buy America certification with their responses and any response that is not accompanied by a completed Buy America Certification will be rejected as nonresponsive.

FLY AMERICA REQUIREMENTS

The Consultant agrees to comply with 49 USC §40118 and 41 CFR Part 301-10, which provide that Consultants are required to use United States -Flag air carriers for federally 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 49 USC §40118 and CFR Part 301-10.

CIVIL RIGHTS REQUIREMENTS

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment

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Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, 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 Consultant agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(3) The Consultant also 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

DISADVANTAGED BUSINESS ENTERPRISES (DBE)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **7%.** A separate contract goal ~~**[of __% DBE participation has]**~~ **[has not]** been established for this procurement. The goal of Race Neutral is established on locally funded projects and task orders. On federally funded projects and task orders, each will be reviewed individually and assessed for DBE participation.

b. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **{insert agency name}** deems appropriate. Each subcontract the Consultant signs with a subconsultant must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. ***{If a separate contract goal has been established, use the following}*** Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following **[concurrent with and accompanying sealed bid] [concurrent with and accompanying an initial SOQ] [prior to award]**:

1. The names and addresses of DBE firms that will participate in this contract;

2. A description of the work each DBE will perform;

3. The dollar amount of the participation of each DBE firm participating;

4. Written documentation of the bidder/offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal;

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5. Written confirmation from the DBE that it is participating in the contract as provided in the prime Consultant's commitment; and

6. If the contract goal is not met, evidence of good faith efforts to do so.

[Bidders][Offerors] must present the information required above **[as a matter of responsiveness] [with initial SOQs] [prior to contract award]** (see 49 CFR 26.53(3)).

{If no separate contract goal has been established, use the following} The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The Consultant is required to pay its subconsultants performing work related to this contract for satisfactory performance of that work no later than 30 days after the Consultant's receipt of payment for that work from the **{insert agency name}.** In addition, **[the Consultant may not hold retainage from its subconsultants.] [is required to return any retainage payments to those subconsultants within 30 days after the subconsultant's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subconsultants within 30 days after incremental acceptance of the subconsultant's work by the {insert agency name} and Consultant's receipt of the partial retainage payment related to the subconsultant's work.]**

e. The Consultant must promptly notify **{insert agency name}**, whenever a DBE subconsultant performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subconsultant to perform at least the same amount of work. The Consultant may not terminate any DBE subconsultant and perform that work through its own forces or those of an affiliate without prior written consent of **{insert agency name}.**

TERMINATION

(For contracts over $10,000.00)

a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Consultant when it is in the Government's best interest. The Consultant shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Consultant shall promptly submit its termination claim to (Recipient) to be paid the Consultant. If the Consultant has any property in its possession belonging to the (Recipient), the Consultant 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 Consultant does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Consultant fails to perform in the manner called for in the contract, or if the Consultant fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant 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 Consultant 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 Consultant, the (Recipient), after setting up a new delivery of performance schedule, may allow the Consultant 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 Consultant [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 Consultant 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 consultant of written notice from

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(Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Consultant. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against consultant 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 Consultant 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 Consultant refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Consultant 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 Consultant a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete 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 Consultant and its sureties shall be liable for any damage to the Recipient resulting from the Consultant's refusal or failure to complete the work within specified time, whether or not the Consultant's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Consultant's right to proceed shall not be terminated nor the Consultant 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 Consultant. Examples of such causes include acts of God, acts of the Recipient, acts of another Consultant in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the Consultant, 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 Consultant's right to proceed, it is determined that the Consultant 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.

DEBARMENT AND SUSPENSION

[Applicable Only to Contracts valued at more than $25,000]

Consultant shall comply and facilitate compliance with U.S. DOT regulations, "No procurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (No procurement)," 2 CFR Part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the Contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the Contract amount. As such, Consultant shall verify that its principals, affiliates, and subconsultants are eligible to participate in this federally funded contract and are not presently declared by any federal department or agency to be: (i) debarred from participation in any federally assisted award; (ii) suspended from participation in any federally assisted award; (iii) proposed for debarment from participation in any federally assisted award; (iv) declared ineligible to participate in any federally assisted award; (iv) voluntarily excluded from participation in any federally assisted award; and/or (v) disqualified from participation in ay federally assisted award. By submitting a response to UTA's solicitation for the Contract,

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Consultant has certified that the foregoing items (i) through (v) are true. The certification in this clause is a material representation of fact relied upon by UTA. If it is later determined by UTA that Consultant knowingly rendered an erroneous certification, in addition to other remedies available that may be available to UTA, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant agrees to comply with the requirements of 2 CFR Part 180, subpart C, as supplemented by 2 CFR Part 1200, during the Contract term. Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ADA ACCESS

ADA Access for Individuals with Disabilities – The Consultant agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing.

Domestic Preference

In accordance with 2 CFR 200.322 all Consultants shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
For purposes of this clause:

a. ” Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through application of coatings, occurred in the United States.
b. “Manufacturing products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

This requirement must be included in all subcontracts awarded under this award.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

In accordance with 2 CFR 200.216, Consultant and its subconsultants 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.

a. “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

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e. Dahua Technology Company
f. Any subsidiary of the above listed entities.

Federal Clauses Applicable only to Construction Contracts

CLEAN AIR REQUIREMENTS

The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401, et seq. The Consultant agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office. The Consultant also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with federal assistance provided by FTA.

CLEAN WATER REQUIREMENTS

The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251, et seq. The Consultant agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate Regional Office of the United States Environmental Protection Agency. The Consultant also agrees to include these requirements in each subcontract or purchase order exceeding $100,000 financed in whole or in part with federal assistance provided by FTA.

FLY AMERICA REQUIREMENTS

The Consultant agrees to comply with 49 USC §40118 and 41 CFR Part 301-10, which provide that Consultants are required to use United States -Flag air carriers for federally 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 49 USC §40118 and CFR Part 301-10.

SEISMIC SAFETY REQUIREMENTS

The Consultant 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 Consultant also agrees to ensure that all work performed under this contract including work performed by a subconsultant is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

DAVIS-BACON ACT PREVAILING WAGE AND COPELAND ACT ANTI-KICKBACK REQUIREMENTS

(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 Consultant 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 quarterly) 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 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 consultant and its subconsultants at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
(ii)(A) UTA's Civil Rights Compliance Office 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. UTA's Civil Rights Compliance Office shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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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

(1) The classification is utilized in the area by the construction industry; and

(2) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(3) 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 Consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and UTA's Civil Rights Compliance Office 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 UTA's Civil Rights Compliance Office 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 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(C) In the event Consultant, the laborers or mechanics to be employed in the classification or their representatives, and UTA's Civil Rights Compliance Office do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), UTA's Civil Rights Compliance Office shall refer the questions, including the views of all interested parties and the recommendation of UTA's Civil Rights Compliance Office, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under the 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, Consultant 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 Consultant does not make payments to a trustee or other third person, Consultant 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 consultant, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require Consultant to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) UTA's Civil Rights Compliance Office 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. UTA's Civil Rights Compliance Office shall approve an additional classification and wage rate and fringe benefits therefore 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 Consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and UTA's Civil Rights Compliance Office 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 UTA's Civil Rights Compliance Office to the Administrator of the Wage and Hour Division, Employment

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Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(C) In the event Consultant, the laborers or mechanics to be employed in the classification or their representatives, and UTA's Civil Rights Compliance Office do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), UTA's Civil Rights Compliance Office shall refer the questions, including the views of all interested parties and the recommendation of UTA's Civil Rights Compliance Office, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under the 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 Consultant under the Contract or any other federal contract for which Consultant is the prime Consultant, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by 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 Consultant or any subconsultant 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 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 consultant during the course of the work and preserved for a period of three 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, Consultant 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. If Consultant employs apprentices or trainees under approved programs, Consultant 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) Consultant shall submit weekly for each week in which any work under the Contract is performed a copy of all payrolls to UTA for transmission to the FTA. 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 WH-347 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. Consultant is responsible for the submission of copies of payrolls by all subconsultants.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by consultant or subconsultant or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following: 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

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complete:

(1) 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; and

(2) 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 (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject Consultant or subconsultant to civil or criminal prosecution under Section 1001 of title 18 and Section 231 of title 31 of the United States Code.

(iii) Consultant and any subconsultant shall make the records required under paragraph (3) of this section available for inspection, copying, or transcription by authorized representatives of the FTA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If Consultant or subconsultant fails to submit the required records or to make them available, the federal agency may, after written notice to 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 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 consultant 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 Consultant 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 Consultant's or subconsultant'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, Consultant 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

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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, Consultant 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 "Anti-Kickback" Act Requirements – Consultant shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in the Contract. Consultant 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 – Consultant and any subconsultant shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. Consultant shall be responsible for the compliance by any subconsultant or lower tier subconsultant with all the contract clauses in 29 CFR 5.5.

BONDING REQUIREMENTS

(Applicable Only to Contracts valued at more than $150,000]

Unless a different requirement is set forth in the Contract, Consultant shall maintain the following bonds:

A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

A performance bond in the amount of **100%** of the Contract value is required by the Recipient to ensure faithful performance of the Contract. The performance bond shall be provided by consultant and shall remain in full force for the term of the Contract. Consultant will provide the performance bond to UTA within ten (10) business days from execution of the Contract. The performance bond must be provided by a fully qualified surety company acceptable to the UTA and listed as a company currently authorized under 31 CFR Part 22 as possessing a certificate of authority as described thereunder. UTA may require additional performance bond protection if the Contract price is increased. The increase in protection shall generally equal 100 percent of the increase in Contract price. UTA may secure additional protection by directing Consultant to increase the amount of the existing bond or to obtain an additional bond.

A labor and materials payment bond equal to the full value of the Contract must be furnished by Consultant to UTA as security for payment by consultant and subconsultants for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to UTA and listed as a company currently authorized under 31 CFR Part 223 as possessing a certificate of authority as described thereunder.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 11/30/2022

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Mary DeLoretto, Chief Service Development Officer
PRESENTER(S):	Jordan Swain, TOC Project Manager

TITLE:

Contract: Task Ordering Agreement for TOD Station Area Planning Consultant Pool C (Makers Architecture and Urban Design)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Authorize the Executive Director to execute the task ordering agreement with Makers Architecture and Urban Design to add them to the Station Area Planning Pool of Consultants (Pool C).

BACKGROUND:
UTA is providing technical assistance to cities that are completing station area planning work in response Utah House Bill (HB)462 requirements.

DISCUSSION:
In response to HB462, the Transit Oriented Communities (TOC) Department is setting up and maintaining pools of pre-qualified consultants that may be solicited to complete particular tasks related to transit-oriented development (TOD) station area planning via task order. Said pools will increase UTA's efficiency and ability to respond to the needs of our partner cities. Makers Architecture and Urban Design has been selected for Pool C: Zoning & Code Analysis. No work is authorized, nor funds obligated until a task order is issued under this contract. Individual task orders totaling $200,000 or more will be brought to the board for approval. If the total cost of all task orders issued under this agreement exceeds $600,000, additional Board approval will be required.

CONTRACT SUMMARY:

Contractor Name:	Makers Architecture and Urban Design
Contract Number:	22-0356710
Base Contract Effective Dates:	12/01/2022 to 11/01/2027
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	$0
Procurement Method:	RFQU (Qualifications)
Budget Authority:	This project is included in the 2022 Capital Budget.

ALTERNATIVES:

Procure services to help cities with station area planning through individual RFPs rather than use a pool of qualified vendors. This could significantly slow the process of station area planning.

FISCAL IMPACT:

Station area plans will be funded through a combination of FTA grants, partner funds, and UTA capital project funds. Task orders will be issued and executed as funds are available and accounted for in the approved budget.

ATTACHMENTS:

1. Task Ordering Agreement

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TASK ORDERING AGREEMENT FOR PROFESSIONAL SERVICES
UTA CONTRACT #22-0356710VW
TOD Station Area Planning Consultant Pool C

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 Makers Architecture and Urban Design. ("Consultant").

RECITALS

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

WHEREAS, On March 17, 2022, UTA issued Request for Qualifications Package Number 22-03567 ("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.

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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. The Consultant's 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 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.

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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. 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 November 1, 2027. 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

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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

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.

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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. Contractor shall submit invoices to ap@rideuta.com for processing and payment. 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 Goods or Services. Approval by

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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.

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:

Bob Bengford, AICP – Partner-in-Charge

Scott Bonjukian, AICP Project Manager

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Ian Crozier, AICP - Planning

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

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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.

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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 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.

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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 $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

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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. 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, 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

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

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

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

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

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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

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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	**MAKERS ARCHITECTURE AND URBAN DESIGN**	
UTA's Project Manager	Consultant's Partner-in-Charge	Five calendar days
UTA's Director of Real Estate & TOD	Consultant's Senior Associate	Five calendar days
UTA's Chief Service Development Officer	Consultant's Associate	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

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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: Vicki Woodward
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
Makers Architecture and Urban Design.
Bob Bengford, AICP
500 Union St. Suite 700
Seattle, WA 98101

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

30. INSURANCE COVEREAGE 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:

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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-818.5for the subconsultant's employees and the employee's dependents during the duration of the subcontract.

31. 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

32. 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.

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

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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.

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:		**MAKERS ARCHITECTURE AND URBAN DESIGN:**
By	Date:	By:
		Date: October 6, 2022
Jay Fox,		Name: Bob Bengford, AICP
Executive Director		Title: Partner-in-Charge
		Federal ID#88-0108383

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By Date:

Mary DeLoretto,

Chief Service Development Officer

Approved as to Content and Form

By: DocuSigned by: Tim Merrill 56A03BC7C491482... Date: 10/10/2022

Tim Merrill for Mike Bell, AAG State of Utah

And UTA Legal Counsel

Reviewed & Recommended

By: DocuSigned by: Jordan Swain A5EC61CBE605447... Date: 10/10/2022

Jordan Swain

TOD Project Manager

UTA Project Number 22-0356710VW

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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.

Task Orders using FTA funds shall include required FTA assurances and clauses. DBE utilization shall be determined on a task order by task order basis.

UTA is awarding of a Master Tasks Ordering Agreements(s) (MTOA). Makers Architecture and Urban Design is being awarded a MTOA for POOL C: Zoning Code Analysis & Recommendations

The Period of Performance shall be until November 1, 2027. Task Orders will be issued as needed.

Overall management of the MTOA and Task Orders will be under the direction of UTA through the TOD Office. Work by the selected Contractor shall be in conformance with the pricing, schedule, staffing plan, and budget included in the MTOA and the individual Task Orders.

The Contractor is expected to perform and fulfill the following activities and requirements for Utah Transit Authority. UTA plans to invest in its people, leverage our human capital, and cultivate UTA way mindset and behaviors. Regular organizational assessments, intact team agility work and ongoing coaching and consulting with senior leadership will arm

POOL C: Zoning Code Analysis & Recommendations

Element 1: Zoning Code Analysis & Recommendations

Outcomes from a Station Area Plans and other relevant community outreach or planning efforts may indicate that a municipality's local land use regulations require amendments. Consultants should have experience drafting zoning codes and advising local land use authorities on developing code that reflects stated objectives for real estate development with a specific focus on optimizing transit investments and transit-oriented developments. This experience should include a full range of zoning-related code development - from those that concentrate or intensify real estate activity in certain areas to those that minimize real estate development and promote conservation. Examples could include form-based codes, incentives for promoting municipal priorities, development right transfer programs (TDRs), and land protection tools such as conservation, agricultural, and open space easements.

Consultant should have experience developing legal code and ordinances for municipalities in Utah that abide by federal and state provisions, specifically zoning code and related land use regulations.

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EXHIBIT B – PRICING

[Consultants price sheet inserted here]

22-03567VW UTA TOD Station Area Consulting Services "Form A" Cost Rate Form
POOL C - Zoning Code Analysis & Recommendations
Makers

No.	Firm	Prime	Sub	Last Name	First Name	Discipline/Classification	Basic Hourly Rate	Overhead rate Percentage	Fee	Fully Burdened Bill Rate
1	MAKERS	x		Bengford	Bob	Partner-in-Charge	$ 88.61	181.34%	25.00%	$ 271.45
2	MAKERS	x		Miller	Rachel	Senior Planner	$ 48.25	181.34%	25.00%	$ 147.81
3	MAKERS	x		Bonjukian	Scott	Planner 2	$ 38.17	181.34%	25.00%	$ 116.93
4	MAKERS	x				Strategic Advisor	$ 88.61	181.34%	25.00%	$ 271.45
5	MAKERS	x				Senior Planner	$ 48.25	181.34%	25.00%	$ 147.81
6	MAKERS	x				Lead Planner	$ 43.17	181.34%	25.00%	$ 132.25
7	MAKERS	x				Planner 2	$ 38.17	181.34%	25.00%	$ 116.93
8	MAKERS	x				Designer 1	$ 37.82	181.34%	25.00%	$ 115.86
9	MAKERS	x				Graphic Designer	$ 35.00	181.34%	25.00%	$ 107.22
10	MAKERS	x				Planner 1	$ 33.60	181.34%	25.00%	$ 102.93
11	MAKERS	x				Graphics/Planning Support	$ 31.03	181.34%	25.00%	$ 95.06
12							$	%	%	$
13							$	%	%	$
14							$	%	%	$
15							$	%	%	$
16							$	%	%	$
17							$	%	%	$
18							$	%	%	$
19							$	%	%	$
20							$	%	%	$

Signature: Bob Bengford Date; August 5, 2022
Title: Partner

Makers Architecture and Urban Design annual rate adjustment occurs Oct 1 of each year starting 2023: * Annual escalation of 3%

CONTRACT PRICING STRUCTURE

For the avoidance of doubt, this contract is a firm fixed price labor hour contract. The labor rates for the various categories of labor to be used under this contract are loaded with overhead, profit and G& A and are fixed for the life of the contract subject to a yearly 3% escalation factor.

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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:

By: _____
Date

By: _____
Date

By: _____
Date

CONTRACTOR:

_____

By: _____

Date: _____

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By: _____

ATTACHMENT 1 – TASK ORDER STATEMENT OF WORK OR SERVICES

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EXHIBIT D – FEDERAL FORMS

ATTACHMENT A: EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE STATEMENT

The undersigned states on behalf of the Bidder / Offeror Makers Architecture and Urban Design LLP.

A. The Bidder / Offeror 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, subconsultants, etc. of the Bidder / Offeror 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 / Offeror designates -- Name Cyndi Wilder

Title Marketing and Human Resources Director

as the person assigned the responsibility for securing compliance with and reporting progress to the Bidders/ Offerors and UTA's Civil Rights Office on all EEO efforts initiated and taken.

C. Bidder / Offeror 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 / Offeror 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 / Offeror EEO and DBE requirements.

D. Bidder / Offeror agrees to make every reasonably good faith effort to utilize DBE's in the performance of this contract. Bidder / Offeror will take affirmative steps to meet the DBE contract goal set for this bid.

Company Name: Makers Architecture and Urban Design LLP

Address: 500 Union Street, Ste 700, Seattle, WA 98101

Signed:

Title: Partner

Phone Number: 206-652-5080

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ATTACHMENT A-1: DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM

DBE PROJECT GOAL: Race Neutral

The Bidder / Offeror 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/SOQ as non-responsive. Race neutral procurements do not require good faith effort documentation.

☐ **Bidder / Offeror *will meet or exceed* the DBE goal for this contract**. If awarded this contract, Bidder / Offeror 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/Offerors 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.

DBE Name & Address	Description of Work	$ Amount of Participation	% of Total Price
_____	_____	$_____	_____%
_____	_____	$_____	_____%
_____	_____	$_____	_____%
_____	_____	$_____	_____%

(Attach additional sheets if necessary)

☐ Bidder / Offeror *does not* meet the DBE goal for this contract. **Bidder / Offeror certifies that it has made good faith efforts** in accordance with the bid/SOQ 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.**

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☒ Bidder / Offeror *does not* meet the DBE goal for this contract. **Bidder / Offeror certifies that there exists no opportunity for subcontracting as part of this project**. It is the general practice of Bidder / Offeror'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.

Date: April 21, 2022

Company Name: Makers Architecture and Urban Design LLP

Signature:

Printed Name: Bob Bengford

Title: Partner

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ATTACHMENT A-2: SAMPLE LETTER OF INTENT TO SUBCONTRACT WITH DBE FIRM

(COMPANY LETTERHEAD)

(DATE)

(DBE)

(Name and Address)

NOT APPLICABLE - We do not have any agreements with UUCP-certified DBE firms.

Bob Bengford, Partner

Reference: *(Project Name and Bid/SOQ Number)*

(Appropriate Salutation)

Our firm is submitting a bid/SOQ 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 Consultant 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 Consultant:**
_____	_____
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 subconsultant must be listed, and all amounts to be paid to the DBE subconsultant must be specified.

THE SUCCESSFUL BIDDERS/ OFFERORS SHALL REQUIRE ALL SUBCONSULTANTS TO COMPLETE AND SUBMIT THE FEDERAL CERTIFICATION ATTACHMENTS A, A-1, A-2, A-3, A-5, B, C, D, E, F AND G IF APPLICABLE.

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ATTACHMENT A-3: GOOD FAITH EFFORTS DOCUMENTATION FORM

Whether a Bidder / Offeror meets or does not meet the DBE goal, the Bidder / Offeror must submit this form with its DBE Participation Form (Attachment A-1). **In the case of a race neutral project, the Bidder / Offeror is not required to submit good faith efforts documentation.** The Bidder / Offeror must submit a copy of the document(s) sent to DBE's. Failure to submit this form with its bid/SOQ and requested additional documentation may render the bid/SOQ non-responsive. UTA's DBE Liaison Officer may require that the Bidder / Offeror 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 / Offeror 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.

NOT APPLICABLE
Not required for a race neutral project.

Date: April 21, 2022

Signature:

Printed Name: Bob Bengford

Title: Partner

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ATTACHMENT A-5: EMPLOYMENT PRACTICES / EEO PLAN

A) Consultants 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: Bob Bengford, Partner

(Print name & title)

Solicitation No.	22-03567VW
Name of Project	TOD Station Area Consulting Service Pools
Location of Workforce	Seattle, Washington
Prime Consultant	Makers Architecture and Urban Design LLP

In keeping with UTA policy of nondiscrimination in employment practices, the MAKERS (Name of Company) has set as a project goal for the utilization of minorities, which is TBD %. 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 MAKERS (Company name), by its Partner (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 Consultants)

If the Consultant 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.

Partner

Signature and Title of Company Official (Consultant)

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ATTACHMENT B: BUY AMERICA CERTIFICATE

Solicitation No._____

Exhibit ___

UTAH TRANSIT AUTHORITY

BUY AMERICA CERTIFICATE

(Federally assisted Contract)

SECTION (1); Certify only for IRON, Steel or MANUFACTURED PRODUCTS: ***(Mark One)***

O **CERTIFICATE OF COMPLIANCE WITH SECTION 165(a).** The offeror hereby certifies that it *will comply* with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, *and* the applicable regulations of 49 CFR Part 661;

N/A

--OR—

O **CERTIFICATE FOR NON-COMPLIANCE WITH SECTION 165(a).** The offeror hereby certifies that it *cannot comply with* the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it *may qualify for an exception* to the requirement pursuant to Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR Part 661.7.

SECTION (2); Certify only for ROLLING STOCK and ASSOCIATED EQUIPMENT: ***(Mark One)***

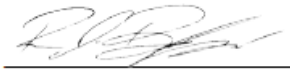
O **CERTIFICATE OF COMPLIANCE WITH SECTION 165(b)(3.).** The offeror hereby certifies that it *will comply with* the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations of 49 CFR Part 661.11;

N/A

--OR-

O **CERTIFICATE FOR NON-COMPLIANCE WITH SECTION 165(b)(3).** The offeror hereby certifies that it *cannot comply* with the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but it *may qualify for an exception* to the requirement consistent with Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR Part 661.7.

SECTION (3); OFFEROR'S SIGNATURE: *(Sign, date and enter your title and the name of your company)*



April 21, 2022

Signature Date

Bob Bengford, Partner

Title

Makers Architecture and Urban Design LLP

Name of Company/Offeror

Not applicable
The options above are not applicable to the work that we do (planning and urban design).

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ATTACHMENT C: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION FROM TRANSACTIONS FINANCED IN PART BY THE U.S. GOVERNMENT

This certification is made in accordance with Executive Order 12549, 49 CFR Part 29, 31 USC §6101 and similar federal requirements regarding debarment, suspension and ineligibility with respect to federally-funded contracts.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that none of the Consultant, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Consultant is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or SOQ, the bidder or Offeror certifies as follows:

> The certification in this clause is a material representation of fact relied upon by the Federal Transit Administration. If it is later determined that the bidder or Offeror knowingly rendered an erroneous certification, in addition to remedies available to the Federal Transit Administration, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or Offeror agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or Offeror further agrees to include a provision requiring such compliance in its lower tier covered transactions.

If the bidder or Offeror is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing an "X" in the following space _____.

Signature of the Bidder or Offeror Authorized Official

Bob Bengford, Partner

Name and Title of the Bidder or Offeror Authorized Official

FEDERAL ID # 88-0108383

April 21, 2022

Date

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Instructions for Certification

1. **By signing and submitting this bid or SOQ, the prospective Consultant is providing the signed certification set out below:**

   "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

   (1) The prospective Consultant certifies, by submission of this bid or SOQ, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

   (2) When the prospective Consultant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this bib or SOQ.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction wa s entered into. If it is later determined that the prospective Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, UTA may pursue available remedies, including suspension and/or debarment.
3. The prospective Consultant shall provide immediate written notice to UTA if at any time the prospective Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "SOQ," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact UTA for assistance in obtaining a copy of those regulations.
5. The prospective Consultant agrees by submitting this SOQ that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is de barred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by UTA.
6. The prospective Consultant further agrees by submitting this SOQ that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to excee d that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, UTA may pursue available remedies including suspension and/or debarment.

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ATTACHMENT D: CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Bob Bengford, Partner, hereby certifies

(Name and Title of Company Official)

on behalf of Makers Architecture and Urban Design 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. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this 21 day of April, 2022.

By _____

(Signature of Authorized Official)

Partner

(Title of Authorized Official)

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ATTACHMENT E: CARGO PREFERENCE -- USE OF UNITED STATES-FLAG VESSELS

Pursuant to Maritime Administration regulations, "Cargo Preference -- U.S.-Flag Vessels", 46 C.F.R. Part 381, the Consultant shall insert the following clauses in contracts it awards in which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project:

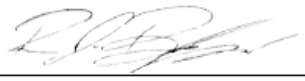
AS REQUIRED BY 46 C.F.R. PART 381, THE CONSULTANT AGREES --

(1) TO UTILIZE 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, MATERIALS, OR COMMODITIES PURSUANT TO THIS CONTRACT TO THE EXTENT SUCH VESSELS ARE AVAILABLE AT FAIR AND REASONABLE RATES FOR UNITED STATES-FLAG COMMERCIAL VESSELS.

(2) TO FURNISH WITHIN 20 DAYS FOLLOWING THE DATE OF LOADING FOR SHIPMENTS ORIGINATING WITHIN THE UNITED STATES, OR WITHIN 30 WORKING DAYS FOLLOWING THE DATE OF LOADING FOR SHIPMENT 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 PARAGRAPH (1) ABOVE TO THE AUTHORITY (THROUGH THE PRIME CONSULTANT IN THE CASE OF SUBCONSULTANT BILLS-OF-LADING) AND TO THE DIVISION OF NATIONAL CARGO, OFFICE OF MARKET DEVELOPMENT, MARITIME ADMINISTRATION, 400 SEVENTH STREET, S.W., WASHINGTON, D.C. 20590, MARKED WITH APPROPRIATE IDENTIFICATION OF THE PROJECT.

(3) TO INSERT THE SUBSTANCE OF THE PROVISIONS OF THIS CLAUSE IN ALL SUBCONTRACTS ISSUED PURSUANT TO THIS CONTRACT.

Date April 21, 2022

Signature 

Title Partner

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ATTACHMENT F: SOLICITATION STATISTICS

Dear Subconsultant:

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 SUBCONSULTANTS**. Return the form from each Offeror **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. If you have any questions, comments or suggestions, please contact Raymond Christy, UTA's DBE Liaison Officer (801) 262-5626 extension 3537.

This information will only be used for statistical purposes as allowed under 49 CFR Part 26.

Firm Name: Makers Architecture and Urban Design LLP

Firm Address: 500 Union Street, Suite 700

Seattle, WA 98101

Status: Non-DBE ____ DBE X*

*We are certified DBE in Washington and Oregon, which uses the certification criteria in 49 CFR Part 26.

Company's Type of Work: Planning and Urban Design

Month/Year firm started: May 1972

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Company Owner(s) Ethnic Background (optional)

____African American	____ Asian	2 Male
____Hispanic	____ Native American	2 Female
____ Polynesian	4 Caucasian	____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	X
$10 Million - $16.7 Million	_____	Above $16.7 Million	_____

Name of Solicitation: TOD Station Area Consulting Services Pools

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ATTACHMENT G: Requirement for Written Subcontracts

(To be submitted with Bid or SOQ)

Provided that your firms Bid or SOQ is determined to be the winner for this Procurement, (UTA Number: 22-03567VW, Bidder/Offeror: MAKERS, does hereby acknowledge and agree to comply with by signing below, the Authority's requirement to have written subcontracts for all the Work provided for by subconsultants at any tier for the Work awarded to them through this Procurement, and that Bidder/Offeror will pass along all applicable requirements, federal or otherwise, but not limited thereto to all sub tier Consultants.

Company Name: Makers Architecture and Urban Design LLP

Signed by: _____

Title: Partner

Date: April 21, 2022

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EXHIBIT E -FEDERAL CLAUES

FEDERAL CLAUSES

ACCESS TO RECORDS AND REPORTS

The Consultant agrees to provide the Authority, 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 Consultant which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. The Consultant also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any project management oversight auditor access to the Consultant's records and construction sites pertaining to a major capital project (defined at 49 USC §5302(a)(1)), which is receiving federal financial assistance through the programs described at 49 USC §§5307, 5309 or 5311. The Consultant further agrees to include in all of its subcontracts and purchase orders under the Contract a provision to the effect that the Subconsultant or Supplier agrees that the Authority, the United States Department of Transportation and the Comptroller General of the United States, the project management oversight auditor, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the Subconsultant or Supplier.

INCORPORATION OF FTA TERMS

All contractual provisions required by the United States Department of Transportation, as set forth in the most recent edition and revisions of FTA Circular 4220.1F, "Third Party Contracting Guidance," are incorporated by reference into the Contract Documents. All FTA mandated terms shall take precedence over other conflicting terms, if any in the Contract Documents. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests that would cause the Authority to be in violation of any FTA terms and conditions.

FEDERAL CHANGES

The Consultant 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 the Authority and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. The Consultant's failure to so comply shall constitute a material breach of the Contract.

ENERGY CONSERVATION REQUIREMENTS

The Consultant 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.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Authority and the Consultant acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Authority, the Consultant or any other party (whether or not a party to the Contract) pertaining to any matter resulting from the Contract. The Consultant agrees to include the above clause in each subcontract or purchase order 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 Subconsultant or Supplier who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801, et seq. and United States Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Contract. Upon execution of the underlying Contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has

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made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which the Work is being performed. In addition to other penalties that may be applicable, the Consultant 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 Consultant to the extent the federal government deems appropriate. The Consultant 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 USC §5307, the federal government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5307(n)(1) on the Consultant, to the extent the federal government deems appropriate. The Consultant agrees to include the above two clauses in each subcontract or purchase order 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 Subconsultant or Supplier who will be subject to the provisions.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

The Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that none of the Consultant, its principals (as defined at 49 CFR 29.995) or affiliates (as defined at 49 CFR 29.905) are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Consultant is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any subcontract or purchase order that it enters into. *(A certification is to be submitted with each bid or offer of $25,000 or more.)*

BUY AMERICA CERTIFICATION

Applicable Only to Contracts valued at more than $100,000]
Consultant shall comply with 49 USC 5323(j) and 49 CFR 661, as amended by MAP-21 stating that federal funds 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. Separate requirements for rolling stock are set out at 49 USC §5323(j)(2)(C) and 49 CFR §661.11. Rolling stock must be assembled in the United States and have the applicable percentage of domestic content required by 49 USC 5323(j) and 49 CFR 661. Consultant shall be responsible for ensuring that lower tier Consultants and subconsultants are in compliance with these requirements. All Offerors to the UTA solicitation for the Contract must include the appropriate Buy America certification with their responses and any response that is not accompanied by a completed Buy America Certification will be rejected as nonresponsive.

FLY AMERICA REQUIREMENTS

The Consultant agrees to comply with 49 USC §40118 and 41 CFR Part 301-10, which provide that Consultants are required to use United States -Flag air carriers for federally 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 49 USC §40118 and CFR Part 301-10.

CIVIL RIGHTS REQUIREMENTS

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL)

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regulations, "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), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, 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 Consultant agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(3) The Consultant also 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

DISADVANTAGED BUSINESS ENTERPRISES (DBE)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **7%.** A separate contract goal ~~**[of __% DBE participation has]**~~ **[has not]** been established for this procurement. The goal of Race Neutral is established on locally funded projects and task orders. On federally funded projects and task orders, each will be reviewed individually and assessed for DBE participation.

b. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **{insert agency name}** deems appropriate. Each subcontract the Consultant signs with a subconsultant must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. ***{If a separate contract goal has been established, use the following}*** Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following **[concurrent with and accompanying sealed bid] [concurrent with and accompanying an initial SOQ] [prior to award]**:

1. The names and addresses of DBE firms that will participate in this contract;

2. A description of the work each DBE will perform;

3. The dollar amount of the participation of each DBE firm participating;

4. Written documentation of the bidder/offeror's commitment to use a DBE subconsultant whose participation

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it submits to meet the contract goal;

5. Written confirmation from the DBE that it is participating in the contract as provided in the prime Consultant's commitment; and

6. If the contract goal is not met, evidence of good faith efforts to do so.

[Bidders][Offerors] must present the information required above **[as a matter of responsiveness] [with initial SOQs] [prior to contract award]** (see 49 CFR 26.53(3)).

{If no separate contract goal has been established, use the following} The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The Consultant is required to pay its subconsultants performing work related to this contract for satisfactory performance of that work no later than 30 days after the Consultant's receipt of payment for that work from the **{insert agency name}.** In addition, **[the Consultant may not hold retainage from its subconsultants.] [is required to return any retainage payments to those subconsultants within 30 days after the subconsultant's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subconsultants within 30 days after incremental acceptance of the subconsultant's work by the {insert agency name} and Consultant's receipt of the partial retainage payment related to the subconsultant's work.]**

e. The Consultant must promptly notify **{insert agency name}**, whenever a DBE subconsultant performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subconsultant to perform at least the same amount of work. The Consultant may not terminate any DBE subconsultant and perform that work through its own forces or those of an affiliate without prior written consent of **{insert agency name}.**

TERMINATION

(For contracts over $10,000.00)

a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Consultant when it is in the Government's best interest. The Consultant shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Consultant shall promptly submit its termination claim to (Recipient) to be paid the Consultant. If the Consultant has any property in its possession belonging to the (Recipient), the Consultant 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 Consultant does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Consultant fails to perform in the manner called for in the contract, or if the Consultant fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant 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 Consultant 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 Consultant, the (Recipient), after setting up a new delivery of performance schedule, may allow the Consultant 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 Consultant [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

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If Consultant 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 consultant 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 Consultant. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against consultant 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 Consultant 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 Consultant refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Consultant 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 Consultant a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete 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 Consultant and its sureties shall be liable for any damage to the Recipient resulting from the Consultant's refusal or failure to complete the work within specified time, whether or not the Consultant's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Consultant's right to proceed shall not be terminated nor the Consultant 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 Consultant. Examples of such causes include acts of God, acts of the Recipient, acts of another Consultant in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the Consultant, 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 Consultant's right to proceed, it is determined that the Consultant 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.

DEBARMENT AND SUSPENSION

[Applicable Only to Contracts valued at more than $25,000]

Consultant shall comply and facilitate compliance with U.S. DOT regulations, "No procurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (No procurement)," 2 CFR Part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the Contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the Contract amount. As such, Consultant shall verify that its principals, affiliates, and subconsultants are eligible to participate in this federally funded contract and are not presently declared by any federal department or agency to be: (i) debarred from participation in any federally assisted award; (ii) suspended from participation in any federally assisted award; (iii) proposed for debarment from participation in any federally assisted award; (iv) declared ineligible to participate in any federally assisted

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award; (iv) voluntarily excluded from participation in any federally assisted award; and/or (v) disqualified from participation in ay federally assisted award. By submitting a response to UTA's solicitation for the Contract, Consultant has certified that the foregoing items (i) through (v) are true. The certification in this clause is a material representation of fact relied upon by UTA. If it is later determined by UTA that Consultant knowingly rendered an erroneous certification, in addition to other remedies available that may be available to UTA, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant agrees to comply with the requirements of 2 CFR Part 180, subpart C, as supplemented by 2 CFR Part 1200, during the Contract term. Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ADA ACCESS

ADA Access for Individuals with Disabilities – The Consultant agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing.

Domestic Preference

In accordance with 2 CFR 200.322 all Consultants shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
For purposes of this clause:

a. " Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through application of coatings, occurred in the United States.
b. "Manufacturing products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

This requirement must be included in all subcontracts awarded under this award.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

In accordance with 2 CFR 200.216, Consultant and its subconsultants 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.

a. "covered telecommunications equipment or services" is telecommunications or video surveillance equipment or services produced by:
    a. Huawei Technologies Company
    b. ZTE Corporation

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c. Hytera Communications Corporation
d. Hangzhou Hikvision Digital Technology Company
e. Dahua Technology Company
f. Any subsidiary of the above listed entities.

Federal Clauses Applicable only to Construction Contracts

CLEAN AIR REQUIREMENTS

The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401, et seq. The Consultant agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office. The Consultant also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with federal assistance provided by FTA.

CLEAN WATER REQUIREMENTS

The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251, et seq. The Consultant agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate Regional Office of the United States Environmental Protection Agency. The Consultant also agrees to include these requirements in each subcontract or purchase order exceeding $100,000 financed in whole or in part with federal assistance provided by FTA.

FLY AMERICA REQUIREMENTS

The Consultant agrees to comply with 49 USC §40118 and 41 CFR Part 301-10, which provide that Consultants are required to use United States -Flag air carriers for federally 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 49 USC §40118 and CFR Part 301-10.

SEISMIC SAFETY REQUIREMENTS

The Consultant 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 Consultant also agrees to ensure that all work performed under this contract including work performed by a subconsultant is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

DAVIS-BACON ACT PREVAILING WAGE AND COPELAND ACT ANTI-KICKBACK REQUIREMENTS

(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 Consultant 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 quarterly) 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 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 consultant and its subconsultants at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
(ii)(A) UTA's Civil Rights Compliance Office 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. UTA's Civil Rights Compliance Office shall approve

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an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
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

(1) The classification is utilized in the area by the construction industry; and

(2) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(3) 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 Consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and UTA's Civil Rights Compliance Office 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 UTA's Civil Rights Compliance Office 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 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(C) In the event Consultant, the laborers or mechanics to be employed in the classification or their representatives, and UTA's Civil Rights Compliance Office do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), UTA's Civil Rights Compliance Office shall refer the questions, including the views of all interested parties and the recommendation of UTA's Civil Rights Compliance Office, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under the 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, Consultant 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 Consultant does not make payments to a trustee or other third person, Consultant 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 consultant, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require Consultant to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) UTA's Civil Rights Compliance Office 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. UTA's Civil Rights Compliance Office shall approve an additional classification and wage rate and fringe benefits therefore 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 Consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and UTA's Civil Rights Compliance Office agree on the classification and wage rate (including

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the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by UTA's Civil Rights Compliance Office 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 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(C) In the event Consultant, the laborers or mechanics to be employed in the classification or their representatives, and UTA's Civil Rights Compliance Office do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), UTA's Civil Rights Compliance Office shall refer the questions, including the views of all interested parties and the recommendation of UTA's Civil Rights Compliance Office, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under the 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 Consultant under the Contract or any other federal contract for which Consultant is the prime Consultant, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by 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 Consultant or any subconsultant 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 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 consultant during the course of the work and preserved for a period of three 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, Consultant 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. If Consultant employs apprentices or trainees under approved programs, Consultant 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) Consultant shall submit weekly for each week in which any work under the Contract is performed a copy of all payrolls to UTA for transmission to the FTA. 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 WH-347 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. Consultant is responsible for the submission of copies of payrolls by all subconsultants.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by consultant or subconsultant or his or her agent who pays or supervises the payment of the persons employed under the Contract

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and shall certify the following: 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:

(1) 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; and

(2) 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 (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject Consultant or subconsultant to civil or criminal prosecution under Section 1001 of title 18 and Section 231 of title 31 of the United States Code.

(iii) Consultant and any subconsultant shall make the records required under paragraph (3) of this section available for inspection, copying, or transcription by authorized representatives of the FTA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If Consultant or subconsultant fails to submit the required records or to make them available, the federal agency may, after written notice to 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 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 consultant 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 Consultant 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 Consultant's or subconsultant'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, Consultant 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,

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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, Consultant 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 "Anti-Kickback" Act Requirements – Consultant shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in the Contract. Consultant 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 – Consultant and any subconsultant shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. Consultant shall be responsible for the compliance by any subconsultant or lower tier subconsultant with all the contract clauses in 29 CFR 5.5.

BONDING REQUIREMENTS

(Applicable Only to Contracts valued at more than $150,000]

Unless a different requirement is set forth in the Contract, Consultant shall maintain the following bonds:

A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

A performance bond in the amount of **100%** of the Contract value is required by the Recipient to ensure faithful performance of the Contract. The performance bond shall be provided by consultant and shall remain in full force for the term of the Contract. Consultant will provide the performance bond to UTA within ten (10) business days from execution of the Contract. The performance bond must be provided by a fully qualified surety company acceptable to the UTA and listed as a company currently authorized under 31 CFR Part 22 as possessing a certificate of authority as described thereunder. UTA may require additional performance bond protection if the Contract price is increased. The increase in protection shall generally equal 100 percent of the increase in Contract price. UTA may secure additional protection by directing Consultant to increase the amount of the existing bond or to obtain an additional bond.

A labor and materials payment bond equal to the full value of the Contract must be furnished by Consultant to UTA as security for payment by consultant and subconsultants for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to UTA and listed as a company currently authorized under 31 CFR Part 223 as possessing a certificate of authority as described thereunder.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 11/30/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Jordan Swain, TOC Project Management

TITLE:

Contract: Task Ordering Agreement for TOD Station Area Planning Consultant Pool A (Moore Iaconfano Goltsman Inc.)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Authorize the Executive Director to execute the task ordering agreement with Moore Iaconfano Goltsman Inc. (MIG) to add them to the Station Area Planning Pool of Consultants (Pool A).

BACKGROUND:
UTA is providing technical assistance to cities that are completing station area planning work in response Utah House Bill (HB)462 requirements.

DISCUSSION:
In response to HB462, the Transit Oriented Communities (TOC) Department is setting up and maintaining pools of pre-qualified consultants that may be solicited to complete particular tasks related to transit-oriented development (TOD) station area planning via task order. Said pools will increase UTA's efficiency and ability to respond to the needs of our partner cities. Moore Iaconfano Goltsman, Inc. has been selected for Pool A: Station Area Planning. No work is authorized, nor funds obligated until a task order is issued under this contract. Individual task orders totaling $200,000 or more will be brought to the board for approval. If the total cost of all task orders issued under this agreement exceeds $600,000, additional Board approval will be required.

CONTRACT SUMMARY:

Contractor Name:	Moore Iaconfano Goltsman Inc
Contract Number:	22-0356711
Base Contract Effective Dates:	12/01/2022 to 11/01/2027
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	$0
Procurement Method:	RFQU (Qualifications)
Budget Authority:	This project is included in the 2022 Capital Budget.

ALTERNATIVES:

Procure services to help cities with station area planning through individual RFPs rather than use a pool of qualified vendors. This could significantly slow the process of station area planning.

FISCAL IMPACT:

Station area plans will be funded through a combination of FTA grants, partner funds, and UTA capital project funds. Task orders will be issued and executed as funds are available and accounted for in the approved capital budget.

ATTACHMENTS:

1. Task Ordering Agreement

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TASK ORDERING AGREEMENT FOR PROFESSIONAL SERVICES
UTA CONTRACT #22-0356711
TOD Station Area Planning Consultant Pool A

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 Moore Iaconfano Goltsman, Inc., (MIG) ("Consultant").

RECITALS

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

WHEREAS, On March 17, 2022, UTA issued Request for Qualifications Package Number 22-03567 ("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.

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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. The Consultant's 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 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.

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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. 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 November 1, 2027. 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

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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

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

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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. Contractor shall submit invoices to ap@rideuta.com for processing and payment. 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

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b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods 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.

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

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consent of UTA. The following personnel are considered to be "key" under this clause:
Rick Barrett, ASLA, LEED AP – Principal-in-Charge
Alex Dupey, AICP – Project Manager
Jay Renkens, AICP – Consulting Principal

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

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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

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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

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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.

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 $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

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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. 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, 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

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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 insurancecerts@rideuta.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 contract administrator Vicki Woodward at vwoodward@rideuta.com. The Utah Transit Authority project/**contract number** and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

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

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

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

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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

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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 UTA	**MOORE IACONFANO GOLTSMAN, INC.**	**Time Limit**
UTA's Project Manager	Consultant's Project Manager	Five calendar days
UTA's Director of Real Estate & TOD	Consultant's Director Business Services	Five calendar days
UTA's Chief Service Development Officer	Consultant's Vice President & Chief Development Officer	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

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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: Vicki Woodward
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
Moore Iaconfano Goltsman, Inc.
Rick Barrett, ASLA, LEED AP
Principal
811 SW 6th Ave, #1000
Portland, OR 97204

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

30. INSURANCE COVEREAGE REQUIREMENTS FOR CONSULTANT EMPLOYEES ON DESIGN AND CONSTRUCTION CONTRACTS

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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-818.5for the subconsultant's employees and the employee's dependents during the duration of the subcontract.

31. 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

32. 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.

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.

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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.

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:		**MOORE IACONFANO GOLTSMAN, INC.:**	
By	Date:	By: DocuSigned by: Rick Barrett CE60892F2A584AB...	Date: 11/8/2022

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Jay Fox,
Executive Director

Name: Rick Barrett, ASLA, LEED AP
Title: Principal
Federal ID#94-3116998

By Date:
Mary DeLoretto,
Chief Service Development Officer

Approved as to Content and Form

By: DocuSigned by: Michael Bell 70E33A415BA44F6... Date: 11/9/2022
Mike Bell, AAG State of Utah
And UTA Legal Counsel

Reviewed & Recommended

By: Date:
Jordan Swain
TOD Project Manager

UTA Project Number 22-0356711VW

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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.

Task Orders using FTA funds shall include required FTA assurances and clauses. DBE utilization shall be determined on a task order by task order basis.

UTA is awarding of one or more Master Tasks Ordering Agreements(s) (MTOA). Moore Iaconfano Goltsman, Inc., (MIG), being awarded a MTOA for POOL A: Station Area Planning, Design, and Refinement

The Period of Performance shall be until November 1, 2027. Task Orders will be issued as needed.

Overall management of the MTOA and Task Orders will be under the direction of UTA through the TOD Office. Work by the selected Contractor shall be in conformance with the pricing, schedule, staffing plan, and budget included in the MTOA and the individual Task Orders.

The Contractor is expected to perform and fulfill the following activities and requirements for Utah Transit Authority. UTA plans to invest in its people, leverage our human capital, and cultivate UTA way mindset and behaviors. Regular organizational assessments, intact team agility work and ongoing coaching and consulting with senior leadership will arm UTA employees and leaders with the tools and skills necessary to succeed.

POOL A: Station Area Planning, Design, and Refinement

Element 1: Station Area Planning

Element 1.1: Existing Conditions Analysis

Review and assessment of relevant documentation and conditions within a Station Area boundary (a ½ mile radius around the Station) to establish an objective context for envisioning new development. Documentation to be considered includes: environmental conditions (both built and natural), real estate market, moderate income and affordable housing plans, catchment area gaps (as related to active and micro-mobility modes), socioeconomic dynamics, parking demand at station, legal framework (locally-adopted policies, plans, and ordinances), and regional transit service planning.

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Element 1.2: Community Engagement

Outreach efforts that develop an understanding of the perspectives and expectations of landowners, residents, and other interested stakeholders affected by potential changes in the Station Area. At a minimum, Consultant should display successful facilitation of: design charrettes, workshops, public open houses, round table discussions, public meetings with elected officials.

Element 1.3: Shared Vision

Utilizing the existing conditions analysis and community engagement process as source material, producing a shared vision that depicts and describes how properties and infrastructure within a Station Area may be developed and modified for the sake of achieving a vision that optimizes TOD potential while adhering to the needs of stakeholders involved. Consultant's examples of work should reflect a range of engaging media for all stakeholders involved, such as: high-quality, printable plan documents; interactive web-based layouts, mapping and graphical representations, and abbreviated handouts.

Element 1.4: Implementation Plan

Compilation of tasks necessary to realize the established vision that focuses on the individuals, departments, stakeholders, or commissions with authority and/or responsibility to execute each task. Timing/order/priority of each task, approximate financial and/or funding implications also need to be considered.

Element 2: Transit Hub Design

UTA's Station Areas provide hubs where transit modes (commuter rail, light rail, streetcar, rapid bus, and conventional bus), pedestrian connections (walkways, bikeways, pocket parks, outdoor event spaces), and personal vehicles (park-and-rides, drop offs, rideshare) all intersect. Designing these hubs to be safe, efficient, and pleasant requires a qualified understanding of how to integrate train and bus connections into a community.

The Consultant must have experience designing effective transit hub that combine multiple principles, including:

a) Accessibility & Universal Design: Improve access to transportation services through universal design, wayfinding, and safe and clear paths of travel. Safe, weather-protected, and comfortable infrastructure for transit riders, pedestrians and bicyclists.

b) Transportation System Operations: Improve traveler safety, convenience, and connectivity between all modes: bus transfers, bike/ped access to bus and train, passenger drop offs, ridesharing, and rider parking. Consider both

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current and future travel demand from new residents, employees, and visitors.

c) Place-Making: Create a welcoming, attractive, memorable, vibrant place for all users through the design of communal spaces, visitor information, public art, landscaping, lighting, plaza materials, transit architecture and other design elements.

d) Durability and Maintenance: Consider safety, cleanliness, and long-term maintenance needs in design.

Element 3: Transit Station Access Improvements

Task 3.1: Station Accessibility Audit

Accessibility for all modal users is a great need within UTA stations. Consultant will utilize a quantitative framework to document the ease with which individuals of all abilities can access UTA transit options - both across transit modes within a station area and from the adjoining street and pedestrian networks. Connectivity to landmark attractions within the station area should also be considered. User groups to address are pedestrians, non-motorized vehicles, motorized vehicles, and ridesharing options. Specific examples of such projects include wayfinding design and integration, visual & graphical information displays, multi-modal accessibility, and a cohesive customer experience.

Element 3.2: Prioritization of Improvements

Based on the findings of the Station Accessibility Audit, the Consultant will present a prioritized list of improvements to the built environment, both on UTA property and adjoining property, that will lead to increased ease of access for these user groups. Examples of which may include, but are not limited to: enhanced bicycle parking facilities, pedestrian crossings and bridges, visual and physical wayfinding, landscape alterations, reorientation of vehicle access.

Element 3.3: Cost Analysis

Improvements identified by the Consultant must include practical cost analyses of each individual project. The aim will be to understand the financial implications of pursuing each accessibility upgrade.

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EXHIBIT B – PRICING

Moore Iacofano Goltsman, Inc. (MIG)

22-03567VW UTA TOD Station Area Consulting Services "Form A" Cost Rate Form
POOL A- Station Area Planning, Design and Refinement
MIG

No.	Firm	Prime	Sub	Last Name	First Name	Discipline/Classification	Basic Hourly Rate	Overhead rate Percentage	Fee	Fully Burdened Bill Rate
1	MIG	x		Barrett	Richard	Principal in Charge	$ 72.12	164.20%	15%	$ 219.12
2	MIG	x		Dupey	Alex	Project Manager	$ 55.29	164.20%	15%	$ 167.99
3	MIG	x		Renkens	Jay	Consulting Principal	$ 81.74	164.20%	15%	$ 248.35
4	MIG	x		Kucinski	Ryan	Urban Designer	$ 37.02	164.20%	15%	$ 112.48
5	MIG	x		Salazar	Jennifer	Landscape Designer	$ 50.00	164.20%	15%	$ 151.92
6	MIG	x		Davis	CJ	Urban Designer	$ 43.50	164.20%	15%	$ 132.17
7						Employee 7 (as needed)	$	164.20%	15%	$
8						Employee 8 (as needed)	$	164.20%	15%	$
9						Employee 9 (as needed)	$	164.20%	15%	$
10						Employee 10 (as needed)	$	164.20%	15%	$
11							$	%	%	$
12							$	%	%	$
13							$	%	%	$
14							$	%	%	$
15							$	%	%	$
16							$	%	%	$
17							$	%	%	$
18							$	%	%	$
19							$	%	%	$
20							$	%	%	$

Signature: Date; August 9, 2022

Title: Principal

Moore Iaconfano Goltsman, Inc., annual rate adjustment occurs Oct 1 of each year starting 2023: * Annual escalation of 3%

CONTRACT PRICING STRUCTURE

For the avoidance of doubt, this contract is a firm fixed price labor hour contract. The labor rates for the various categories of labor to be used under this contract are loaded with overhead, profit and G& A and are fixed for the life of the contract subject to a yearly 3% escalation factor.

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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:

By: _____
Date

By: _____
Date

By: _____
Date

By: _____

CONTRACTOR:

By: _____

Date: _____

ATTACHMENT 1 – TASK ORDER STATEMENT OF WORK OR SERVICES

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EXHIBIT D – FEDERAL FORMS

ATTACHMENT A: EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE STATEMENT

The undersigned states on behalf of the Bidder / Offeror Moore Iacofano Goltmsman, Inc.

A. The Bidder / Offeror has given or will give, prior to the commencement of an approved UTA project, notice to all pert personnel, i.e., managers, supervisors, employees, unions, subconsultants, etc. of the Bidder / Offeror EEO and policies and procedures and its intent and effort to realize such procedures in connection with the EEO and requirements that UTA is required to follow as a Federal Transit Administration Grantee.

B. Bidder / Offeror designates -- Name Rick Barrett

Title Principal

as the person assigned the responsibility for securing compliance with and reporting progress to the Bidders/ Offeror UTA's Civil Rights Office on all EEO efforts initiated and taken.

C. Bidder / Offeror will cooperate fully with UTA and ensure equal employment opportunity to the maximum e possible during the term of this contract. Attachment A-5 must be completed and submitted. If the Bidder / Of employs 50 or more persons and, or will be entering into a contract hereunder in an amount of $50,000 or more, th EEO Plan for employment of minorities and women must be submitted. UTA will further be kept fully informed o refusals by unions or others to cooperate with UTA's and the Bidder / Offeror EEO and DBE requirements.

D. Bidder / Offeror agrees to make every reasonably good faith effort to utilize DBE's in the performance of this con Bidder / Offeror will take affirmative steps to meet the DBE contract goal set for this bid.

Company Name: Moore Iacofano Goltmsman, Inc.

Address: 3321 Granada Avenue, San Diego, CA 92104

Signed:

Title: Principal

Phone Number: (619) 682-3841 extension 324

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ATTACHMENT A-1: DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM

DBE PROJECT GOAL: Race Neutral

The Bidder / Offeror 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/SOQ as non-responsive. Race neutral procurements do not require good faith effort documentation.

☒* **Bidder / Offeror *will meet or exceed* the DBE goal for this contract**. If awarded this contract, Bidder / Offeror will subcontract with the DBEs listed below, which will be performing a total of TBD **percent (** TBD **%)** of the total dollar amount of the contract work.

Bidders/Offerors 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.

DBE Name & Address	Description of Work	$ Amount of Participation	% of Total Price
O'Neill & Company 5675 South Redwood Rd, Unit 9 Taylorsville, UT 84123	Construction/ Engineering	$ TBD	TBD %
Digital Earth 1451 East Osprey Way Eagle Mountain, UT 84005	Surveying/Topography	$ TBD	TBD %
Perigree Consulting 9089 South 1300 West Suite 160 West Jordan, UT 84088	Civil Engineering	$ TBD	TBD %
D+J Design Works 1309 Maple Lane, Provo, Utah 84604	Site Planning	$ TBD	TBD %

(Attach additional sheets if necessary)

☐ Bidder / Offeror *does not* meet the DBE goal for this contract. **Bidder / Offeror certifies that it has made good faith efforts** in accordance with the bid/SOQ 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.**

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❑ Bidder / Offeror ***does not*** meet the DBE goal for this contract. **Bidder / Offeror certifies that there exists no opportunity for subcontracting as part of this project**. It is the general practice of Bidder / Offeror'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.

Date: April 20, 2022

Company Name: Moore Iacofano Goltsman, Inc.

Signature:

Printed Name: Rick Barrett

Title: Principal

* If selected for this Pool, we will reach out to select DBE firms if necessary as Task Orders are issued in order to put the best team together for each project. MIG understands the importance of providing opportunities to M/W/SBE's and have partnered with many M/W/DBE firms. We recruit and contact M/WBE, SBE, and DBE firms through existing relationships, databases, professional associations and societies, community and business organizations, and conferences.

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Not applicable. As stated on Form A-1, we will reach out to select DBE firms if necessary as Task Orders are issued in order to put the best team together for each project.

ATTACHMENT A-2: SAMPLE LETTER OF INTENT TO SUBCONTRACT WITH DBE FIRM

(COMPANY LETTERHEAD)

(DATE)

(DBE)

(Name and Address)

Reference: *(Project Name and Bid/SOQ Number)*

(Appropriate Salutation)

Our firm is submitting a bid/SOQ 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 Consultant 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 Consultant:**
_____	_____
Signature	Signature
_____	Rick Barrett
Printed Name	Printed Name
_____	Principal
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 subconsultant must be listed, and all amounts to be paid to the DBE subconsultant must be specified.

THE SUCCESSFUL BIDDERS/ OFFERORS SHALL REQUIRE ALL SUBCONSULTANTS TO COMPLETE AND SUBMIT THE FEDERAL CERTIFICATION ATTACHMENTS A, A-1, A-2, A-3, A-5, B, C, D, E, F AND G IF APPLICABLE.

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Not applicable. This is a race neutral project.

ATTACHMENT A-3: GOOD FAITH EFFORTS DOCUMENTATION FORM

Whether a Bidder / Offeror meets or does not meet the DBE goal, the Bidder / Offeror must submit this form with its DBE Participation Form (Attachment A-1). **In the case of a race neutral project, the Bidder / Offeror is not required to submit good faith efforts documentation.** The Bidder / Offeror must submit a copy of the document(s) sent to DBE's. Failure to submit this form with its bid/SOQ and requested additional documentation may render the bid/SOQ non-responsive. UTA's DBE Liaison Officer may require that the Bidder / Offeror 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 / Offeror 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:_____

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ATTACHMENT A-5: EMPLOYMENT PRACTICES / EEO PLAN

A) Consultants 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: Rick Barrett, Principal

(Print name & title)

Solicitation No. Rick Barrett, Principal

Name of Project TOD Station Area Consulting Services Pool

Location of Workforce Berkeley, Fullerton, Los Angeles, Pasadena, Riverside, Sacramento, San Diego, San Jose, and Sonoma, CA; Portland, OR; Seattle, WA; Denver, CO; San Antonio, TX

Prime Consultant Moore Iacofano Goltsman, Inc.

In keeping with UTA policy of nondiscrimination in employment practices, the _____ (Name of Company) has set as a project goal for the utilization of minorities, which is _____%. 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 _____(Company name), by its _____(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 Consultants)

If the Consultant 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.

MIG's EEO Plan is presented on the following page.

Principal

Signature and Title of Company Official (Consultant)

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MIG Equal Employment Opportunity Plan

As a former woman-owned business, we understand the challenges of competing as a disadvantaged business. Since our founding in 1982, MIG has valued equity and inclusion in our staff composition, the companies with whom we partner, and in our project work. We are proud to have an Accessibility Design and Planning Studio and an Equity Studio that dedicate 100% of their time working with organizations and clients to create communities for people of all abilities and backgrounds to enjoy.

WORKFORCE DIVERSITY

MIG has a workforce of 265 employees, the majority of whom are women. Our demographics include approximately 30% non-white staff; 52% women; 1% non-binary; 0% known veterans; and 6% staff who self-identified with disabilities. MIG has set goals for diversity recruitment based on our profession and regional demographics. MIG is committed to continuing to diversify our staff and recruit candidates from all backgrounds.

SUPPORT

MIG supports workforce diversity through the following policies and initiatives:

MIG'S EQUAL EMPLOYMENT OPPORTUNITY POLICY

MIG is an Equal Employment Opportunity employer. We are committed to equal treatment and opportunity in all aspects, without regard to race, creed/religion, gender, gender identity or expression, color, age, national origin, ethnicity, disability, unemployment status, veteran or military status, sex, sexual orientation, pregnancy, marital status, citizenship status, or any other category protected under the law.

MIG promotes equal opportunity in the recruitment, selection, training, transfer, layoff, compensation, promotion, and benefits of all our employees.

DIVERSITY IN CONTRACTING

When partnering, we look for firms that reflect the communities we serve, and the residents and businesses represented in the project. We actively engage MWESB certified firms for many of our projects, including small businesses, nonprofits, and community organizations in project teams. We recruit and contact M/WBE, SBE, and DBE firms through existing relationships, databases, professional associations and societies, community and business organizations, and conferences.

We have partnered with several community-based organizations that focus on diverse and underserved populations. Depending on the work order needs, we will actively engage with organizations to identify opportunities to work together. If the work order requires scope and schedule development, we can coordinate with community groups prior to completing the scope and schedule to ensure that it also works with , to the greatest degree practicable, their expectations and availability.

TRAINING, MENTORING, PROFESSIONAL DEVELOPMENT

MIG supervisors develop a personalized Professional Development Plan in partnership with each employee. This plan addresses training, technical skills development, and professional growth. MIG also encourages existing staff to mentor students in planning, landscape architecture, and related disciplines, including job shadowing, to introduce individuals from different backgrounds to the professional environment.

ACTION PLAN FOR EQUITY, INCLUSION, AND JUSTICE

MIG stands with all minority communities and in solidarity with the movements against hate. We condemn racism, white supremacy, and violence in all its forms and we are committed to actively pursuing equity, inclusion, and social justice. We believe it is our collective responsibility to ensure that we are all safe and

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have lifelong opportunities to thrive, and we particularly emphasize this need among our most vulnerable communities. After months of planning and drafting, in September 2020, MIG released to all staff the "Action Plan for Equity, Inclusion, and Justice". This plan sets the course to make immediate, medium-, and long-term changes, both internally and externally. It lists specific commitments, goals, approaches, and methodologies with key focus areas and actions.

INTERNAL AUDIT AND REPORTING SYSTEM

A regular reporting and audit system has been established internally for the purpose of measuring Equal Employment Opportunity progress and preparing annual results for EEO-1 report submittal. The Director of Human Resources reviews the goals and progress monthly and periodically shares these reports to the Enterprise Leadership Team, Management Team, and the Equity Studio, or to individual leaders of the marketing team as requested.

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Not applicable. This form is not applicable to the services we provide.

ATTACHMENT B: BUY AMERICA CERTIFICATE

Solicitation No. 22-03567VW

Exhibit ___

UTAH TRANSIT AUTHORITY

BUY AMERICA CERTIFICATE

(Federally assisted Contract)

SECTION (1); Certify only for IRON, Steel or MANUFACTURED PRODUCTS: ***(Mark One)***

○ **CERTIFICATE OF COMPLIANCE WITH SECTION 165(a).** The offeror hereby certifies that it *will comply* with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, *and* the applicable regulations of 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 Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it *may qualify for an exception* to the requirement pursuant to Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and 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 Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, 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 Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but it *may qualify for an exception* to the requirement consistent with Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and 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 Date

_____

Title

_____

Name of Company/Offeror

Rev 5/30/07

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ATTACHMENT C: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION FROM TRANSACTIONS FINANCED IN PART BY THE U.S. GOVERNMENT

This certification is made in accordance with Executive Order 12549, 49 CFR Part 29, 31 USC §6101 and similar federal requirements regarding debarment, suspension and ineligibility with respect to federally-funded contracts.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that none of the Consultant, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Consultant is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or SOQ, the bidder or Offeror certifies as follows:

> The certification in this clause is a material representation of fact relied upon by the Federal Transit Administration. If it is later determined that the bidder or Offeror knowingly rendered an erroneous certification, in addition to remedies available to the Federal Transit Administration, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or Offeror agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or Offeror further agrees to include a provision requiring such compliance in its lower tier covered transactions.

If the bidder or Offeror is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing an "X" in the following space _____.

_____

Signature of the Bidder or Offeror Authorized Official

Rick Barrett, Principal

Name and Title of the Bidder or Offeror Authorized Official

FEDERAL ID # 94-3116998

April 20, 2022

Date

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ATTACHMENT D: CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Rick Barrett, Principal, hereby certifies

(Name and Title of Company Official)

on behalf of Moore Iacofano Goltsman, Inc. 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. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this 20th day of April, 2022.

By _____

(Signature of Authorized Official)

Principal

(Title of Authorized Official)

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Not applicable. This form is not applicable to the services we provide.

ATTACHMENT E: CARGO PREFERENCE -- USE OF UNITED STATES-FLAG VESSELS

Pursuant to Maritime Administration regulations, "Cargo Preference -- U.S.-Flag Vessels", 46 C.F.R. Part 381, the Consultant shall insert the following clauses in contracts it awards in which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project:

22-03567/VW

AS REQUIRED BY 46 C.F.R. PART 381, THE CONSULTANT AGREES --

(1) TO UTILIZE 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, MATERIALS, OR COMMODITIES PURSUANT TO THIS CONTRACT TO THE EXTENT SUCH VESSELS ARE AVAILABLE AT FAIR AND REASONABLE RATES FOR UNITED STATES-FLAG COMMERCIAL VESSELS.

(2) TO FURNISH WITHIN 20 DAYS FOLLOWING THE DATE OF LOADING FOR SHIPMENTS ORIGINATING WITHIN THE UNITED STATES, OR WITHIN 30 WORKING DAYS FOLLOWING THE DATE OF LOADING FOR SHIPMENT 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 PARAGRAPH (1) ABOVE TO THE AUTHORITY (THROUGH THE PRIME CONSULTANT IN THE CASE OF SUBCONSULTANT BILLS-OF-LADING) AND TO THE DIVISION OF NATIONAL CARGO, OFFICE OF MARKET DEVELOPMENT, MARITIME ADMINISTRATION, 400 SEVENTH STREET, S.W., WASHINGTON, D.C. 20590, MARKED WITH APPROPRIATE IDENTIFICATION OF THE PROJECT.

(3) TO INSERT THE SUBSTANCE OF THE PROVISIONS OF THIS CLAUSE IN ALL SUBCONTRACTS ISSUED PURSUANT TO THIS CONTRACT.

Date _____

Signature _____

Title _____

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ATTACHMENT F: SOLICITATION STATISTICS

Dear Subconsultant:

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 SUBCONSULTANTS**. Return the form from each Offeror **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. If you have any questions, comments or suggestions, please contact Raymond Christy, UTA's DBE Liaison Officer (801) 262-5626 extension 3537.

This information will only be used for statistical purposes as allowed under 49 CFR Part 26.

Firm Name: Moore Iacofano Goltsman, Inc.

Firm Address: 811 SW 6th Avenue, #1000

Portland, OR 97204

Status: Non-DBE _X_ DBE ____

Company's Type of Work: Urban Design and Planning

Month/Year firm started: 1982 (Year Founded)

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Company Owner(s) Ethnic Background (optional)

____African American	____Asian	__X__Male
____Hispanic	____Native American	__X__Female
____Polynesian	__X__Caucasian	____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	__X__

Name of Solicitation: TOD Station Area Consulting Services Pools

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ATTACHMENT G: Requirement for Written Subcontracts

(To be submitted with Bid or SOQ)

Provided that your firms Bid or SOQ is determined to be the winner for this Procurement, (UTA Number: 22-03567VW, Bidder/Offeror: MIG, Inc., does hereby acknowledge and agree to comply with by signing below, the Authority's requirement to have written subcontracts for all the Work provided for by subconsultants at any tier for the Work awarded to them through this Procurement, and that Bidder/Offeror will pass along all applicable requirements, federal or otherwise, but not limited thereto to all sub tier Consultants.

Company Name: Moore Iacofano Goltsman, Inc.

Signed by: _____

Title: Principal

Date: April 20, 2022

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EXHIBIT E -FEDERAL CLAUES

FEDERAL CLAUSES

ACCESS TO RECORDS AND REPORTS

The Consultant agrees to provide the Authority, 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 Consultant which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. The Consultant also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any project management oversight auditor access to the Consultant's records and construction sites pertaining to a major capital project (defined at 49 USC §5302(a)(1)), which is receiving federal financial assistance through the programs described at 49 USC §§5307, 5309 or 5311. The Consultant further agrees to include in all of its subcontracts and purchase orders under the Contract a provision to the effect that the Subconsultant or Supplier agrees that the Authority, the United States Department of Transportation and the Comptroller General of the United States, the project management oversight auditor, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the Subconsultant or Supplier.

INCORPORATION OF FTA TERMS

All contractual provisions required by the United States Department of Transportation, as set forth in the most recent edition and revisions of FTA Circular 4220.1F, "Third Party Contracting Guidance," are incorporated by reference into the Contract Documents. All FTA mandated terms shall take precedence over other conflicting terms, if any in the Contract Documents. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests that would cause the Authority to be in violation of any FTA terms and conditions.

FEDERAL CHANGES

The Consultant 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 the Authority and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. The Consultant's failure to so comply shall constitute a material breach of the Contract.

ENERGY CONSERVATION REQUIREMENTS

The Consultant 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.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Authority and the Consultant acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Authority, the Consultant or any other party (whether or not a party to the Contract) pertaining to any matter resulting from the Contract. The Consultant agrees to include the above clause in each subcontract or purchase order 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 Subconsultant or Supplier who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801, et seq. and United States Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Contract. Upon execution of the underlying Contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has

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made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which the Work is being performed. In addition to other penalties that may be applicable, the Consultant 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 Consultant to the extent the federal government deems appropriate. The Consultant 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 USC §5307, the federal government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5307(n)(1) on the Consultant, to the extent the federal government deems appropriate. The Consultant agrees to include the above two clauses in each subcontract or purchase order 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 Subconsultant or Supplier who will be subject to the provisions.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

The Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that none of the Consultant, its principals (as defined at 49 CFR 29.995) or affiliates (as defined at 49 CFR 29.905) are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Consultant is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any subcontract or purchase order that it enters into. *(A certification is to be submitted with each bid or offer of $25,000 or more.)*

BUY AMERICA CERTIFICATION

Applicable Only to Contracts valued at more than $100,000]
Consultant shall comply with 49 USC 5323(j) and 49 CFR 661, as amended by MAP-21 stating that federal funds 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. Separate requirements for rolling stock are set out at 49 USC §5323(j)(2)(C) and 49 CFR §661.11. Rolling stock must be assembled in the United States and have the applicable percentage of domestic content required by 49 USC 5323(j) and 49 CFR 661. Consultant shall be responsible for ensuring that lower tier Consultants and subconsultants are in compliance with these requirements. All Offerors to the UTA solicitation for the Contract must include the appropriate Buy America certification with their responses and any response that is not accompanied by a completed Buy America Certification will be rejected as nonresponsive.

FLY AMERICA REQUIREMENTS

The Consultant agrees to comply with 49 USC §40118 and 41 CFR Part 301-10, which provide that Consultants are required to use United States -Flag air carriers for federally 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 49 USC §40118 and CFR Part 301-10.

CIVIL RIGHTS REQUIREMENTS

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL)

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regulations, "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), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, 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 Consultant agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(3) The Consultant also 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

DISADVANTAGED BUSINESS ENTERPRISES (DBE)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **7%.** A separate contract goal ~~**[of __% DBE participation has]**~~ **[has not]** been established for this procurement. The goal of Race Neutral is established on locally funded projects and task orders. On federally funded projects and task orders, each will be reviewed individually and assessed for DBE participation.

b. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **{insert agency name}** deems appropriate. Each subcontract the Consultant signs with a subconsultant must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. ***{If a separate contract goal has been established, use the following}*** Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following **[concurrent with and accompanying sealed bid] [concurrent with and accompanying an initial SOQ] [prior to award]**:

1. The names and addresses of DBE firms that will participate in this contract;

2. A description of the work each DBE will perform;

3. The dollar amount of the participation of each DBE firm participating;

4. Written documentation of the bidder/offeror's commitment to use a DBE subconsultant whose participation

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it submits to meet the contract goal;

5. Written confirmation from the DBE that it is participating in the contract as provided in the prime Consultant's commitment; and

6. If the contract goal is not met, evidence of good faith efforts to do so.

[Bidders][Offerors] must present the information required above **[as a matter of responsiveness] [with initial SOQs] [prior to contract award]** (see 49 CFR 26.53(3)).

{If no separate contract goal has been established, use the following} The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The Consultant is required to pay its subconsultants performing work related to this contract for satisfactory performance of that work no later than 30 days after the Consultant's receipt of payment for that work from the **{insert agency name}.** In addition, **[the Consultant may not hold retainage from its subconsultants.] [is required to return any retainage payments to those subconsultants within 30 days after the subconsultant's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subconsultants within 30 days after incremental acceptance of the subconsultant's work by the {insert agency name} and Consultant's receipt of the partial retainage payment related to the subconsultant's work.]**

e. The Consultant must promptly notify **{insert agency name}**, whenever a DBE subconsultant performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subconsultant to perform at least the same amount of work. The Consultant may not terminate any DBE subconsultant and perform that work through its own forces or those of an affiliate without prior written consent of **{insert agency name}.**

TERMINATION

(For contracts over $10,000.00)

a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Consultant when it is in the Government's best interest. The Consultant shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Consultant shall promptly submit its termination claim to (Recipient) to be paid the Consultant. If the Consultant has any property in its possession belonging to the (Recipient), the Consultant 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 Consultant does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Consultant fails to perform in the manner called for in the contract, or if the Consultant fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant 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 Consultant 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 Consultant, the (Recipient), after setting up a new delivery of performance schedule, may allow the Consultant 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 Consultant [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

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If Consultant 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 consultant 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 Consultant. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against consultant 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 Consultant 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 Consultant refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Consultant 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 Consultant a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete 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 Consultant and its sureties shall be liable for any damage to the Recipient resulting from the Consultant's refusal or failure to complete the work within specified time, whether or not the Consultant's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Consultant's right to proceed shall not be terminated nor the Consultant 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 Consultant. Examples of such causes include acts of God, acts of the Recipient, acts of another Consultant in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the Consultant, 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 Consultant's right to proceed, it is determined that the Consultant 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.

DEBARMENT AND SUSPENSION

[Applicable Only to Contracts valued at more than $25,000]

Consultant shall comply and facilitate compliance with U.S. DOT regulations, "No procurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (No procurement)," 2 CFR Part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the Contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the Contract amount. As such, Consultant shall verify that its principals, affiliates, and subconsultants are eligible to participate in this federally funded contract and are not presently declared by any federal department or agency to be: (i) debarred from participation in any federally assisted award; (ii) suspended from participation in any federally assisted award; (iii) proposed for debarment from participation in any federally assisted award; (iv) declared ineligible to participate in any federally assisted

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award; (iv) voluntarily excluded from participation in any federally assisted award; and/or (v) disqualified from participation in ay federally assisted award. By submitting a response to UTA's solicitation for the Contract, Consultant has certified that the foregoing items (i) through (v) are true. The certification in this clause is a material representation of fact relied upon by UTA. If it is later determined by UTA that Consultant knowingly rendered an erroneous certification, in addition to other remedies available that may be available to UTA, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant agrees to comply with the requirements of 2 CFR Part 180, subpart C, as supplemented by 2 CFR Part 1200, during the Contract term. Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ADA ACCESS

ADA Access for Individuals with Disabilities – The Consultant agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing.

Domestic Preference

In accordance with 2 CFR 200.322 all Consultants shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
For purposes of this clause:

a. " Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through application of coatings, occurred in the United States.
b. "Manufacturing products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

This requirement must be included in all subcontracts awarded under this award.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

In accordance with 2 CFR 200.216, Consultant and its subconsultants 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.

a. "covered telecommunications equipment or services" is telecommunications or video surveillance equipment or services produced by:
    a. Huawei Technologies Company
    b. ZTE Corporation

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c. Hytera Communications Corporation
d. Hangzhou Hikvision Digital Technology Company
e. Dahua Technology Company
f. Any subsidiary of the above listed entities.

Federal Clauses Applicable only to Construction Contracts

CLEAN AIR REQUIREMENTS

The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401, et seq. The Consultant agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office. The Consultant also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with federal assistance provided by FTA.

CLEAN WATER REQUIREMENTS

The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251, et seq. The Consultant agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate Regional Office of the United States Environmental Protection Agency. The Consultant also agrees to include these requirements in each subcontract or purchase order exceeding $100,000 financed in whole or in part with federal assistance provided by FTA.

FLY AMERICA REQUIREMENTS

The Consultant agrees to comply with 49 USC §40118 and 41 CFR Part 301-10, which provide that Consultants are required to use United States -Flag air carriers for federally 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 49 USC §40118 and CFR Part 301-10.

SEISMIC SAFETY REQUIREMENTS

The Consultant 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 Consultant also agrees to ensure that all work performed under this contract including work performed by a subconsultant is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

DAVIS-BACON ACT PREVAILING WAGE AND COPELAND ACT ANTI-KICKBACK REQUIREMENTS

(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 Consultant 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 quarterly) 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 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 consultant and its subconsultants at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
(ii)(A) UTA's Civil Rights Compliance Office 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. UTA's Civil Rights Compliance Office shall approve

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an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
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

(1) The classification is utilized in the area by the construction industry; and

(2) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(3) 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 Consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and UTA's Civil Rights Compliance Office 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 UTA's Civil Rights Compliance Office 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 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(C) In the event Consultant, the laborers or mechanics to be employed in the classification or their representatives, and UTA's Civil Rights Compliance Office do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), UTA's Civil Rights Compliance Office shall refer the questions, including the views of all interested parties and the recommendation of UTA's Civil Rights Compliance Office, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under the 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, Consultant 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 Consultant does not make payments to a trustee or other third person, Consultant 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 consultant, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require Consultant to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) UTA's Civil Rights Compliance Office 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. UTA's Civil Rights Compliance Office shall approve an additional classification and wage rate and fringe benefits therefore 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 Consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and UTA's Civil Rights Compliance Office agree on the classification and wage rate (including

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the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by UTA's Civil Rights Compliance Office 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 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(C) In the event Consultant, the laborers or mechanics to be employed in the classification or their representatives, and UTA's Civil Rights Compliance Office do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), UTA's Civil Rights Compliance Office shall refer the questions, including the views of all interested parties and the recommendation of UTA's Civil Rights Compliance Office, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under the 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 Consultant under the Contract or any other federal contract for which Consultant is the prime Consultant, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by 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 Consultant or any subconsultant 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 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 consultant during the course of the work and preserved for a period of three 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, Consultant 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. If Consultant employs apprentices or trainees under approved programs, Consultant 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) Consultant shall submit weekly for each week in which any work under the Contract is performed a copy of all payrolls to UTA for transmission to the FTA. 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 WH-347 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. Consultant is responsible for the submission of copies of payrolls by all subconsultants.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by consultant or subconsultant or his or her agent who pays or supervises the payment of the persons employed under the Contract

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and shall certify the following: 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:

(1) 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; and

(2) 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 (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject Consultant or subconsultant to civil or criminal prosecution under Section 1001 of title 18 and Section 231 of title 31 of the United States Code.

(iii) Consultant and any subconsultant shall make the records required under paragraph (3) of this section available for inspection, copying, or transcription by authorized representatives of the FTA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If Consultant or subconsultant fails to submit the required records or to make them available, the federal agency may, after written notice to 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 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 consultant 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 Consultant 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 Consultant's or subconsultant'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, Consultant 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,

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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, Consultant 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 "Anti-Kickback" Act Requirements – Consultant shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in the Contract. Consultant 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 – Consultant and any subconsultant shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. Consultant shall be responsible for the compliance by any subconsultant or lower tier subconsultant with all the contract clauses in 29 CFR 5.5.

BONDING REQUIREMENTS

(Applicable Only to Contracts valued at more than $150,000]

Unless a different requirement is set forth in the Contract, Consultant shall maintain the following bonds:

A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

A performance bond in the amount of **100%** of the Contract value is required by the Recipient to ensure faithful performance of the Contract. The performance bond shall be provided by consultant and shall remain in full force for the term of the Contract. Consultant will provide the performance bond to UTA within ten (10) business days from execution of the Contract. The performance bond must be provided by a fully qualified surety company acceptable to the UTA and listed as a company currently authorized under 31 CFR Part 22 as possessing a certificate of authority as described thereunder. UTA may require additional performance bond protection if the Contract price is increased. The increase in protection shall generally equal 100 percent of the increase in Contract price. UTA may secure additional protection by directing Consultant to increase the amount of the existing bond or to obtain an additional bond.

A labor and materials payment bond equal to the full value of the Contract must be furnished by Consultant to UTA as security for payment by consultant and subconsultants for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to UTA and listed as a company currently authorized under 31 CFR Part 223 as possessing a certificate of authority as described thereunder.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 11/30/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Jordan Swain, TOC Project Manager

TITLE:

Contract: Task Ordering Agreement for TOD Station Area Planning Consultant Pool A (Urban Design Associates, Ltd.)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Authorize the Executive Director to execute the task ordering agreement and with Urban Design Associates, Ltd. to add them to the Station Area Planning Pool of Consultants (Pool A).

BACKGROUND:
UTA is providing technical assistance to cities that are completing station area planning work in response Utah House Bill (HB)462 requirements.

DISCUSSION:
In response to HB462, the Transit Oriented Communities (TOC) Department is setting up and maintaining pools of pre-qualified consultants that may be solicited to complete particular tasks related to transit - oriented development (TOD) station area planning via task order. Said pools will increase UTA's efficiency and ability to respond to the needs of our partner cities. Urban Design Associates, Ltd. has been selected for Pool A: Station Area Planning. No work is authorized, nor funds obligated until a task order is issued under this contract. Individual task orders totaling $200,000 or more will be brought to the board for approval. If the total cost of all task orders issued under this agreement exceeds $600,000, additional Board approval will be required.

CONTRACT SUMMARY:

Contractor Name:	Urban Design Associates, Ltd.
Contract Number:	22-0356714
Base Contract Effective Dates:	12/01/2022 to 11/01/2027
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	$0
Procurement Method:	RFQU (Qualifications)
Budget Authority:	This project is included in the 2022 Capital Budget.

ALTERNATIVES:

Procure services to help cities with station area planning through individual RFPs rather than use a pool of qualified vendors. This could significantly slow the process of station area planning.

FISCAL IMPACT:

Station area plans will be funded through a combination of FTA grants, partner funds, and UTA capital project funds. Task orders will be issued and executed as funds are available and accounted for in the approved capital budget.

ATTACHMENTS:

1. Task Ordering Agreement

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TASK ORDERING AGREEMENT FOR PROFESSIONAL SERVICES
UTA CONTRACT #22-0356714
TOD Station Area Planning Consultant Pool A

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 Urban Design Associates, Ltd. ("Consultant").

RECITALS

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

WHEREAS, On March 17, 2022, UTA issued Request for Qualifications Package Number 22-03567 ("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.

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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. The Consultant's 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 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.

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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. 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 November 1, 2027. 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

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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

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. 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.

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.

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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. Consultant shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services. Consultant shall submit invoices to ap@rideuta.com for processing and payment. 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

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b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods 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.

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:

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Eric Osth, AIA, LEED AP – Chairman/Principal
David Csont, ASAI – Principal/Illustrator
Terry Welsh, AIA, LEED AP – Associate/Project Manager
Jeffrey Schwaiger, ASAI – Associate Principal
Alice Enz, Associate Principal
Patrice Hanulak, RLA, ASLA – Associate Principal
Ashleigh Walton, AIA, NCARB, LEED GREEN ASSOCIATE – 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

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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

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(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 Consultant or subconsultant under this Contract are considered confidential and shall not be made available to any person, organization,

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

mitigation of the breach for review and approval by UTA.

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

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, 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, , 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

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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.

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 Consultant from liabilities that might arise out of the performance of the work under this contract by the Consultant, his agents, representatives, employees or subconsultants and Consultant is free to purchase additional insurance as may be determined necessary.

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

1. Commercial General Liability – Occurrence Form
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $4,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $2,000,000

   a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be 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".

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3. Worker's Compensation and Employers' Liability

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

a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.

b. This requirement shall not apply when a consultant or subconsultant is exempt under UCA 34A-2-103, AND when such consultant or subconsultant executes the appropriate waiver form.

4. Professional Liability (Errors and Omissions Liability)
The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

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

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

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.

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

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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 insurancecerts@rideuta.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 contract administrator Vicki Woodward at vwoodward@rideuta.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. SUBCONSULTANTS: Consultants' certificate(s) shall include all subconsultants as additional insureds under its policies or subconsultants shall maintain separate insurance as determined by the Consultant, however, subconsultant's limits of liability shall not be less than $1,000,000 per occurrence / $2,000,000 aggregate. Sub-consultants maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-consultants. Utah Transit Authority must be scheduled as an additional insured on any sub-consultant policies.

G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the 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

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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 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.

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.

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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	**Urban Design Associates, Ltd.**	
UTA's Project Manager	Consultant's Project Manager	Five calendar days
UTA's Director of Real Estate & TOD	Consultant's Associate Principal	Five calendar days
UTA's Chief Service Development Officer	Consultant's Principal	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.

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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: Vicki Woodward
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
Urban Design Associates, Ltd.
Eric R. Osth, AIA LEED AP
3 PPG Place, 3rd Floor
Pittsburgh, PA 15222

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

30. INSURANCE COVEREAGE 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,

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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-818.5for the subconsultant's employees and the employee's dependents during the duration of the subcontract.

31. 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

32. 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.

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

Consultant 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

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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.

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:		**URBAN DESIGN ASSOCIATES, LTD.**
By	Date:	By: DocuSigned by: Eric Osth, Urban Design 6782FE92C1414F5... Date: 11/7/2022
Jay Fox,		Eric R. Osth, AIA, LEED AP
Executive Director		Chairman
		Federal ID#25-1513050

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By Date:

Mary DeLoretto,

Chief Service Development Officer

Approved as to Content and Form

By: DocuSigned by: Michael Bell 70E33A415BA44F6... Date: 11/8/2022

Mike Bell, AAG State of Utah

And UTA Legal Counsel

Reviewed & Recommended

By: Date:

Jordan Swain

TOD Project Manager

UTA Project Number 22-0356714VW

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.

Task Orders using FTA funds shall include required FTA assurances and clauses. DBE utilization shall be determined on a task order by task order basis.

UTA is awarding of one or more Master Tasks Ordering Agreements(s) (MTOA). Urban Design Associates, Ltd., being awarded a MTOA for POOL A: Station Area Planning, Design, and Refinement.

The Period of Performance shall be until November 1, 2027. Task Orders will be issued as needed.

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Overall management of the MTOA and Task Orders will be under the direction of UTA through the TOD Office. Work by the selected Consultant shall be in conformance with the pricing, schedule, staffing plan, and budget included in the MTOA and the individual Task Orders.

The Consultant is expected to perform and fulfill the following activities and requirements for Utah Transit Authority. UTA plans to invest in its people, leverage our human capital, and cultivate UTA way mindset and behaviors. Regular organizational assessments, intact team agility work and ongoing coaching and consulting with senior leadership will arm UTA employees and leaders with the tools and skills necessary to succeed.

POOL A: Station Area Planning, Design, and Refinement

Element 1: Station Area Planning

Element 1.1: Existing Conditions Analysis

Review and assessment of relevant documentation and conditions within a Station Area boundary (a ½ mile radius around the Station) to establish an objective context for envisioning new development. Documentation to be considered includes: environmental conditions (both built and natural), real estate market, moderate income and affordable housing plans, catchment area gaps (as related to active and micro-mobility modes), socioeconomic dynamics, parking demand at station, legal framework (locally-adopted policies, plans, and ordinances), and regional transit service planning.

Element 1.2: Community Engagement

Outreach efforts that develop an understanding of the perspectives and expectations of landowners, residents, and other interested stakeholders affected by potential changes in the Station Area. At a minimum, Consultant should display successful facilitation of: design charrettes, workshops, public open houses, round table discussions, public meetings with elected officials.

Element 1.3: Shared Vision

Utilizing the existing conditions analysis and community engagement process as source material, producing a shared vision that depicts and describes how properties and infrastructure within a Station Area may be developed and modified for the sake of achieving a vision that optimizes TOD potential while adhering to the needs of stakeholders involved. Consultant's examples of work should reflect a range of engaging media for all stakeholders involved, such as: high-quality, printable plan documents; interactive web-based layouts, mapping and graphical representations, and abbreviated handouts.

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Element 1.4: Implementation Plan

Compilation of tasks necessary to realize the established vision that focuses on the individuals, departments, stakeholders, or commissions with authority and/or responsibility to execute each task. Timing/order/priority of each task, approximate financial and/or funding implications also need to be considered.

Element 2: Transit Hub Design

UTA's Station Areas provide hubs where transit modes (commuter rail, light rail, streetcar, rapid bus, and conventional bus), pedestrian connections (walkways, bikeways, pocket parks, outdoor event spaces), and personal vehicles (park-and-rides, drop offs, rideshare) all intersect. Designing these hubs to be safe, efficient, and pleasant requires a qualified understanding of how to integrate train and bus connections into a community.

The Consultant must have experience designing effective transit hub that combine multiple principles, including:

a) Accessibility & Universal Design: Improve access to transportation services through universal design, wayfinding, and safe and clear paths of travel. Safe, weather-protected, and comfortable infrastructure for transit riders, pedestrians and bicyclists.

b) Transportation System Operations: Improve traveler safety, convenience, and connectivity between all modes: bus transfers, bike/ped access to bus and train, passenger drop offs, ridesharing, and rider parking. Consider both current and future travel demand from new residents, employees, and visitors.

c) Place-Making: Create a welcoming, attractive, memorable, vibrant place for all users through the design of communal spaces, visitor information, public art, landscaping, lighting, plaza materials, transit architecture and other design elements.

d) Durability and Maintenance: Consider safety, cleanliness, and long-term maintenance needs in design.

Element 3: Transit Station Access Improvements

Task 3.1: Station Accessibility Audit

Accessibility for all modal users is a great need within UTA stations. Consultant will utilize a quantitative framework to document the ease with which individuals of all abilities can access UTA transit options - both across transit modes within a station area and from the adjoining street and pedestrian networks. Connectivity to

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landmark attractions within the station area should also be considered. User groups to address are pedestrians, non-motorized vehicles, motorized vehicles, and ridesharing options. Specific examples of such projects include wayfinding design and integration, visual & graphical information displays, multi-modal accessibility, and a cohesive customer experience.

Element 3.2: Prioritization of Improvements

Based on the findings of the Station Accessibility Audit, the Consultant will present a prioritized list of improvements to the built environment, both on UTA property and adjoining property, that will lead to increased ease of access for these user groups. Examples of which may include, but are not limited to: enhanced bicycle parking facilities, pedestrian crossings and bridges, visual and physical wayfinding, landscape alterations, reorientation of vehicle access.

Element 3.3: Cost Analysis

Improvements identified by the Consultant must include practical cost analyses of each individual project. The aim will be to understand the financial implications of pursuing each accessibility upgrade.

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EXHIBIT B – PRICING

22-03567VW UTA TOD Station Area Consulting Services "Form A" Cost Rate Form
POOL A- Station Area Planning, Design and Refinement
Urban Design Associates

No.	Firm	Prime	Sub	Last Name	First Name	Discipline/Classification	Basic Hourly Rate	Overhead rate Percentage	Fee	Fully Burdened Bill Rate
1	Urban Design Associate	x		Eric	Osth	Employee 1 (Principal + Main Cor	$225	32%	20%	$328.00
2	Urban Design Associate	x		David	Csont	Employee 2 (Principal + Illustrato	$170	32%	15%	$248.00
3	Urban Design Associate	x		Jeffrey	Schwaiger	Employee 3 (Associate Principal +	$149	32%	10%	$218.00
4	Urban Design Associate	x		Alice	Enz	Employee 4 (Associate Principal)	$132	32%	10%	$192.00
5	Urban Design Associate	x		Patrice	Hanulak	Employee 5 (Associate Principal)	$132	32%	10%	$192.00
6	Urban Design Associate	x		Terry	Welsh	Employee 6 (Associate + Project M	$125	32%	10%	$182.00
7	Urban Design Associate	x		Ashleigh	Walton	Employee 7 (Project Manger)	$115	32%	10%	$168.00
8	Urban Design Associate	x				Employee 8 (Urban Designer)	$95	32%	15%	$138.00
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										

Signature:

Date;

Eric R. Osth, AIA, LEED AP 8/9/2022

Principal + Chariman

Urban Design Associates, Ltd., annual rate adjustment occurs Oct 1 of each year starting 2023: * Annual escalation of 3%

CONTRACT PRICING STRUCTURE

For the avoidance of doubt, this contract is a firm fixed price labor hour contract. The labor rates for the various categories of labor to be used under this contract are loaded with overhead, profit and G& A and are fixed for the life of the contract subject to a yearly 3% escalation factor.

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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 _____, (Consultant) 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 Consultant 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 Consultant or its appointed representative

UTAH TRANSIT AUTHORITY:

By: _____
Date

By: _____
Date

By: _____
Date

By: _____

CONSULTANT:

By: _____

Date: _____

ATTACHMENT 1 – TASK ORDER STATEMENT OF WORK OR SERVICES

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EXHIBIT D – FEDERAL FORMS

ATTACHMENT A: EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE STATEMENT

The undersigned states on behalf of the Bidder / Offeror Urban Design Associates, Ltd.

A. The Bidder / Offeror 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, subconsultants, etc. of the Bidder / Offeror 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 / Offeror designates -- Name Eric R. Osth, AIA, LEED AP

Title Chairman + Principal

as the person assigned the responsibility for securing compliance with and reporting progress to the Bidders/ Offerors and UTA's Civil Rights Office on all EEO efforts initiated and taken.

C. Bidder / Offeror 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 / Offeror 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 / Offeror EEO and DBE requirements.

D. Bidder / Offeror agrees to make every reasonably good faith effort to utilize DBE's in the performance of this contract. Bidder / Offeror will take affirmative steps to meet the DBE contract goal set for this bid.

Company Name: Urban Design Associates, Ltd.

Address: 3 PPG Place, 3rd Floor, Pittsburgh, PA 15222

Signed: _____

Eric R. Osth, AIA, LEED AP

Title: Chairman + Principal

Phone Number: 412-263-5200

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ATTACHMENT A-1: DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM

DBE PROJECT GOAL: Race Neutral

The Bidder / Offeror 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/SOQ as non-responsive. Race neutral procurements do not require good faith effort documentation.

☒ **Bidder / Offeror *will meet or exceed* the DBE goal for this contract**. If awarded this contract, Bidder / Offeror will subcontract with the DBEs listed below, which will be performing a total of NA **percent** (NA %) of the total dollar amount of the contract work.

Bidders/Offerors 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.

DBE Name & Address	Description of Work	$ Amount of Participation	% of Total Price
(Not applicable) This form does not apply to this project. UDA will work with the UTA to meet the DBE percentage if hired.			
		$	%
		$	%
		$	%
		$	%

(Attach additional sheets if necessary)

☐ Bidder / Offeror *does not* meet the DBE goal for this contract. **Bidder / Offeror certifies that it has made good faith efforts** in accordance with the bid/SOQ 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.**

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☐ Bidder / Offeror ***does not*** meet the DBE goal for this contract. **Bidder / Offeror certifies that there exists no opportunity for subcontracting as part of this project**. It is the general practice of Bidder / Offeror'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.

Urban Design Associates, Ltd.

Date: 4/20/2022

Company Name: _____

Signature: _____

Printed Name: _____

Title: Chairman + Principal

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ATTACHMENT A-2: SAMPLE LETTER OF INTENT TO SUBCONTRACT WITH DBE FIRM

(COMPANY LETTERHEAD)

(DATE) 4/20/2022

(DBE)

(Name and Address)

Reference: *(Project Name and Bid/SOQ Number)*

(Appropriate Salutation)

Our firm is submitting a bid/SOQ 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 Consultant 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 pres ently certified as a DBE by the Utah Uniform Certification Program (UUCP).**

DBE firm has read and certifies to the above:	**Prime Consultant:**
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
	Chairman + Principal
_____	_____
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 subconsultant must be listed, and all amounts to be paid to the DBE subconsultant must be specified.

THE SUCCESSFUL BIDDERS/ OFFERORS SHALL REQUIRE ALL SUBCONSULTANTS TO COMPLETE AND SUBMIT THE FEDERAL CERTIFICATION ATTACHMENTS A, A-1, A-2, A-3, A-5, B, C, D, E, F AND G IF APPLICABLE.

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ATTACHMENT A-3: GOOD FAITH EFFORTS DOCUMENTATION FORM

Whether a Bidder / Offeror meets or does not meet the DBE goal, the Bidder / Offeror must submit this form with its DBE Participation Form (Attachment A-1). **In the case of a race neutral project, the Bidder / Offeror is not required to submit good faith efforts documentation.** The Bidder / Offeror must submit a copy of the document(s) sent to DBE's. Failure to submit this form with its bid/SOQ and requested additional documentation may render the bid/SOQ non-responsive. UTA's DBE Liaison Officer may require that the Bidder / Offeror provide additional substantiation of good faith efforts.

Firm Name	Contact Person	Area of Expertise	Date	Response
(Not applicable) This form does not apply to this project. UDA will work with the UTA to meet the DBE percentage if hired.				

By submitting and signing this form, including any continuation form(s), the Bidder / Offeror 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: 4/20/2022

Signature: _____

Printed Name: Eric R. Osth, AIA, LEED AP

Title: Chairman + Principal
Urban Design Associates, Ltd.

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ATTACHMENT A-5: EMPLOYMENT PRACTICES / EEO PLAN

A) Consultants 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: Eric R. Osth, AIA, LEED AP, Chairman + Principal

(Print name & title)

Solicitation No. 22-03567VW

Name of Project TOD Station Area Consulting Services Pool

Location of Workforce Pittsburgh, PA

Prime Consultant Urban Design Associates, Ltd

In keeping with UTA policy of nondiscrimination in employment practices, the Urban Design Associates, Ltd (Name of Company) has set as a project goal for the utilization of minorities, which is 0 %. 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 Urban Design Associates, Ltd (Company name), by its Eric R. Osth, AIA, LEED AP (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 Consultants)

If the Consultant 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.

(Not applicable) This form does not apply to this project. UDA will work with the UTA to meet the M/W/DBE percentage if hired.

Signature and Title of Company Official (Consultant)

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ATTACHMENT B: BUY AMERICA CERTIFICATE

Solicitation No. 22-03567VW

Exhibit ___

UTAH TRANSIT AUTHORITY

BUY AMERICA CERTIFICATE

(Federally assisted Contract)

SECTION (1); Certify only for IRON, Steel or MANUFACTURED PRODUCTS: ***(Mark One)***

○ **CERTIFICATE OF COMPLIANCE WITH SECTION 165(a).** The offeror hereby certifies that it *will comply* with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, *and* the applicable regulations of 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 Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it *may qualify for an exception* to the requirement pursuant to Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and 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 Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, 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 Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but it *may qualify for an exception* to the requirement consistent with Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR Part 661.7.

SECTION (3); OFFEROR'S SIGNATURE: *(Sign, date and enter your title and the name of your company)*

_____ 4/20/2022

Signature Date

_____

Title

_____

Name of Company/Offeror

Rev 5/30/07

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ATTACHMENT C: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION FROM TRANSACTIONS FINANCED IN PART BY THE U.S. GOVERNMENT

This certification is made in accordance with Executive Order 12549, 49 CFR Part 29, 31 USC §6101 and similar federal requirements regarding debarment, suspension and ineligibility with respect to federally-funded contracts.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that none of the Consultant, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Consultant is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or SOQ, the bidder or Offeror certifies as follows:

> The certification in this clause is a material representation of fact relied upon by the Federal Transit Administration. If it is later determined that the bidder or Offeror knowingly rendered an erroneous certification, in addition to remedies available to the Federal Transit Administration, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or Offeror agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or Offeror further agrees to include a provision requiring such compliance in its lower tier covered transactions.

If the bidder or Offeror is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing an "X" in the following space _____.

_____

Signature of the Bidder or Offeror Authorized Official

Eric R. Osth, AIA, LEED AP, Chairman + Principal, Urban Design Associates, Ltd

Name and Title of the Bidder or Offeror Authorized Official

FEDERAL ID # _____

4/20/2022

Date

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Instructions for Certification

1. **By signing and submitting this bid or SOQ, the prospective Consultant is providing the signed certification set out below:**

   "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

   (1) The prospective Consultant certifies, by submission of this bid or SOQ, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
   (2) When the prospective Consultant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this bib or SOQ.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, UTA may pursue available remedies, including suspension and/or debarment.
3. The prospective Consultant shall provide immediate written notice to UTA if at any time the prospective Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "SOQ," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact UTA for assistance in obtaining a copy of those regulations.
5. The prospective Consultant agrees by submitting this SOQ that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by UTA.
6. The prospective Consultant further agrees by submitting this SOQ that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, UTA may pursue available remedies including suspension and/or debarment.

Eric R. Osth, AIA, LEED AP, Chairman + Principal
Urban Design Associates, Ltd

4/20/2022

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ATTACHMENT D: CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, hereby certifies

(Name and Title of Company Official)

on behalf of _____ 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. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this _____ day of _____, 20___.

By _____

(Signature of Authorized Official)

_____

(Title of Authorized Official)

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ATTACHMENT E: CARGO PREFERENCE -- USE OF UNITED STATES-FLAG VESSELS

Pursuant to Maritime Administration regulations, "Cargo Preference -- U.S.-Flag Vessels", 46 C.F.R. Part 381, the Consultant shall insert the following clauses in contracts it awards in which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project:

AS REQUIRED BY 46 C.F.R. PART 381, THE CONSULTANT AGREES --

(1) TO UTILIZE 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, MATERIALS, OR COMMODITIES PURSUANT TO THIS CONTRACT TO THE EXTENT SUCH VESSELS ARE AVAILABLE AT FAIR AND REASONABLE RATES FOR UNITED STATES-FLAG COMMERCIAL VESSELS.

(2) TO FURNISH WITHIN 20 DAYS FOLLOWING THE DATE OF LOADING FOR SHIPMENTS ORIGINATING WITHIN THE UNITED STATES, OR WITHIN 30 WORKING DAYS FOLLOWING THE DATE OF LOADING FOR SHIPMENT 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 PARAGRAPH (1) ABOVE TO THE AUTHORITY (THROUGH THE PRIME CONSULTANT IN THE CASE OF SUBCONSULTANT BILLS-OF-LADING) AND TO THE DIVISION OF NATIONAL CARGO, OFFICE OF MARKET DEVELOPMENT, MARITIME ADMINISTRATION, 400 SEVENTH STREET, S.W., WASHINGTON, D.C. 20590, MARKED WITH APPROPRIATE IDENTIFICATION OF THE PROJECT.

(3) TO INSERT THE SUBSTANCE OF THE PROVISIONS OF THIS CLAUSE IN ALL SUBCONTRACTS ISSUED PURSUANT TO THIS CONTRACT.

Date 4/20/2022

Signature _____

Title _____

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ATTACHMENT F: SOLICITATION STATISTICS

Dear Subconsultant:

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 SUBCONSULTANTS**. Return the form from each Offeror **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. If you have any questions, comments or suggestions, please contact Raymond Christy, UTA's DBE Liaison Officer (801) 262-5626 extension 3537.

This information will only be used for statistical purposes as allowed under 49 CFR Part 26.

Firm Name: _____

Firm Address: _____

_____

_____

Status: Non-DBE ____ DBE ____

Company's Type of Work:_____

Month/Year firm started: February 1964

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Company Owner(s) Ethnic Background (optional)		
____African American	____ Asian	X Male
____Hispanic	____ Native American	X Female
____ Polynesian	X Caucasian	____Other_____

Annual Gross Receipts of the Firm: (check one)

0 to $500,000	_____	$500,000 - $1,000,000	_____
$1 Million - $5 Million	X	$5 Million - $10 Million	_____
$10 Million - $16.7 Million	_____	Above $16.7 Million	_____

Name of Solicitation: 22-03567VW: TOD Station Area Consulting Services Pool

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ATTACHMENT G: Requirement for Written Subcontracts

(To be submitted with Bid or SOQ)

Provided that your firms Bid or SOQ is determined to be the winner for this Procurement, (UTA Number: 22-03567VW, Bidder/Offeror:_____, does hereby acknowledge and agree to comply with by signing below, the Authority's requirement to have written subcontracts for all the Work provided for by subconsultants at any tier for the Work awarded to them through this Procurement, and that Bidder/Offeror will pass along all applicable requirements, federal or otherwise, but not limited thereto to all sub tier Consultants.

Company Name:_____

Signed by:_____

Title:_____

Date:_____

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EXHIBIT E -FEDERAL CLAUES

FEDERAL CLAUSES

ACCESS TO RECORDS AND REPORTS

The Consultant agrees to provide the Authority, 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 Consultant which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. The Consultant also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any project management oversight auditor access to the Consultant's records and construction sites pertaining to a major capital project (defined at 49 USC §5302(a)(1)), which is receiving federal financial assistance through the programs described at 49 USC §§5307, 5309 or 5311. The Consultant further agrees to include in all of its subcontracts and purchase orders under the Contract a provision to the effect that the Subconsultant or Supplier agrees that the Authority, the United States Department of Transportation and the Comptroller General of the United States, the project management oversight auditor, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the Subconsultant or Supplier.

INCORPORATION OF FTA TERMS

All contractual provisions required by the United States Department of Transportation, as set forth in the most recent edition and revisions of FTA Circular 4220.1F, "Third Party Contracting Guidance," are incorporated by reference into the Contract Documents. All FTA mandated terms shall take precedence over other conflicting terms, if any in the Contract Documents. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests that would cause the Authority to be in violation of any FTA terms and conditions.

FEDERAL CHANGES

The Consultant 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 the Authority and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. The Consultant's failure to so comply shall constitute a material breach of the Contract.

ENERGY CONSERVATION REQUIREMENTS

The Consultant 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.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Authority and the Consultant acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Authority, the Consultant or any other party (whether or not a party to the Contract) pertaining to any matter resulting from the Contract. The Consultant agrees to include the above clause in each subcontract or purchase order 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 Subconsultant or Supplier who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801, et seq. and United States Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Contract. Upon execution of the underlying Contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has

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made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which the Work is being performed. In addition to other penalties that may be applicable, the Consultant 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 Consultant to the extent the federal government deems appropriate. The Consultant 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 USC §5307, the federal government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5307(n)(1) on the Consultant, to the extent the federal government deems appropriate. The Consultant agrees to include the above two clauses in each subcontract or purchase order 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 Subconsultant or Supplier who will be subject to the provisions.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

The Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that none of the Consultant, its principals (as defined at 49 CFR 29.995) or affiliates (as defined at 49 CFR 29.905) are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Consultant is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any subcontract or purchase order that it enters into. *(A certification is to be submitted with each bid or offer of $25,000 or more.)*

BUY AMERICA CERTIFICATION

Applicable Only to Contracts valued at more than $100,000]
Consultant shall comply with 49 USC 5323(j) and 49 CFR 661, as amended by MAP-21 stating that federal funds 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. Separate requirements for rolling stock are set out at 49 USC §5323(j)(2)(C) and 49 CFR §661.11. Rolling stock must be assembled in the United States and have the applicable percentage of domestic content required by 49 USC 5323(j) and 49 CFR 661. Consultant shall be responsible for ensuring that lower tier Consultants and subconsultants are in compliance with these requirements. All Offerors to the UTA solicitation for the Contract must include the appropriate Buy America certification with their responses and any response that is not accompanied by a completed Buy America Certification will be rejected as nonresponsive.

FLY AMERICA REQUIREMENTS

The Consultant agrees to comply with 49 USC §40118 and 41 CFR Part 301-10, which provide that Consultants are required to use United States -Flag air carriers for federally 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 49 USC §40118 and CFR Part 301-10.

CIVIL RIGHTS REQUIREMENTS

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL)

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regulations, "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), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, 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 Consultant agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(3) The Consultant also 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

DISADVANTAGED BUSINESS ENTERPRISES (DBE)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **7%.** A separate contract goal ~~**[of __% DBE participation has]**~~ **[has not]** been established for this procurement. The goal of Race Neutral is established on locally funded projects and task orders. On federally funded projects and task orders, each will be reviewed individually and assessed for DBE participation.

b. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **{insert agency name}** deems appropriate. Each subcontract the Consultant signs with a subconsultant must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. ***{If a separate contract goal has been established, use the following}*** Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following **[concurrent with and accompanying sealed bid] [concurrent with and accompanying an initial SOQ] [prior to award]**:

1. The names and addresses of DBE firms that will participate in this contract;

2. A description of the work each DBE will perform;

3. The dollar amount of the participation of each DBE firm participating;

4. Written documentation of the bidder/offeror's commitment to use a DBE subconsultant whose participation

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it submits to meet the contract goal;

5. Written confirmation from the DBE that it is participating in the contract as provided in the prime Consultant's commitment; and

6. If the contract goal is not met, evidence of good faith efforts to do so.

[Bidders][Offerors] must present the information required above **[as a matter of responsiveness] [with initial SOQs] [prior to contract award]** (see 49 CFR 26.53(3)).

{If no separate contract goal has been established, use the following} The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The Consultant is required to pay its subconsultants performing work related to this contract for satisfactory performance of that work no later than 30 days after the Consultant's receipt of payment for that work from the **{insert agency name}.** In addition, **[the Consultant may not hold retainage from its subconsultants.] [is required to return any retainage payments to those subconsultants within 30 days after the subconsultant's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subconsultants within 30 days after incremental acceptance of the subconsultant's work by the {insert agency name} and Consultant's receipt of the partial retainage payment related to the subconsultant's work.]**

e. The Consultant must promptly notify **{insert agency name}**, whenever a DBE subconsultant performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subconsultant to perform at least the same amount of work. The Consultant may not terminate any DBE subconsultant and perform that work through its own forces or those of an affiliate without prior written consent of **{insert agency name}.**

TERMINATION

(For contracts over $10,000.00)

a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Consultant when it is in the Government's best interest. The Consultant shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Consultant shall promptly submit its termination claim to (Recipient) to be paid the Consultant. If the Consultant has any property in its possession belonging to the (Recipient), the Consultant 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 Consultant does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Consultant fails to perform in the manner called for in the contract, or if the Consultant fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant 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 Consultant 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 Consultant, the (Recipient), after setting up a new delivery of performance schedule, may allow the Consultant 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 Consultant [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

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If Consultant 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 consultant 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 Consultant. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against consultant 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 Consultant 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 Consultant refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Consultant 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 Consultant a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete 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 Consultant and its sureties shall be liable for any damage to the Recipient resulting from the Consultant's refusal or failure to complete the work within specified time, whether or not the Consultant's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Consultant's right to proceed shall not be terminated nor the Consultant 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 Consultant. Examples of such causes include acts of God, acts of the Recipient, acts of another Consultant in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the Consultant, 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 Consultant's right to proceed, it is determined that the Consultant 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.

DEBARMENT AND SUSPENSION

[Applicable Only to Contracts valued at more than $25,000]

Consultant shall comply and facilitate compliance with U.S. DOT regulations, "No procurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (No procurement)," 2 CFR Part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the Contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the Contract amount. As such, Consultant shall verify that its principals, affiliates, and subconsultants are eligible to participate in this federally funded contract and are not presently declared by any federal department or agency to be: (i) debarred from participation in any federally assisted award; (ii) suspended from participation in any federally assisted award; (iii) proposed for debarment from participation in any federally assisted award; (iv) declared ineligible to participate in any federally assisted

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award; (iv) voluntarily excluded from participation in any federally assisted award; and/or (v) disqualified from participation in ay federally assisted award. By submitting a response to UTA's solicitation for the Contract, Consultant has certified that the foregoing items (i) through (v) are true. The certification in this clause is a material representation of fact relied upon by UTA. If it is later determined by UTA that Consultant knowingly rendered an erroneous certification, in addition to other remedies available that may be available to UTA, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant agrees to comply with the requirements of 2 CFR Part 180, subpart C, as supplemented by 2 CFR Part 1200, during the Contract term. Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ADA ACCESS

ADA Access for Individuals with Disabilities – The Consultant agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing.

Domestic Preference

In accordance with 2 CFR 200.322 all Consultants shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
For purposes of this clause:

a. " Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through application of coatings, occurred in the United States.
b. "Manufacturing products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

This requirement must be included in all subcontracts awarded under this award.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

In accordance with 2 CFR 200.216, Consultant and its subconsultants 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.

a. "covered telecommunications equipment or services" is telecommunications or video surveillance equipment or services produced by:
    a. Huawei Technologies Company
    b. ZTE Corporation

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c. Hytera Communications Corporation
d. Hangzhou Hikvision Digital Technology Company
e. Dahua Technology Company
f. Any subsidiary of the above listed entities.

Federal Clauses Applicable only to Construction Contracts

CLEAN AIR REQUIREMENTS

The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401, et seq. The Consultant agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office. The Consultant also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with federal assistance provided by FTA.

CLEAN WATER REQUIREMENTS

The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251, et seq. The Consultant agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate Regional Office of the United States Environmental Protection Agency. The Consultant also agrees to include these requirements in each subcontract or purchase order exceeding $100,000 financed in whole or in part with federal assistance provided by FTA.

FLY AMERICA REQUIREMENTS

The Consultant agrees to comply with 49 USC §40118 and 41 CFR Part 301-10, which provide that Consultants are required to use United States -Flag air carriers for federally 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 49 USC §40118 and CFR Part 301-10.

SEISMIC SAFETY REQUIREMENTS

The Consultant 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 Consultant also agrees to ensure that all work performed under this contract including work performed by a subconsultant is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

DAVIS-BACON ACT PREVAILING WAGE AND COPELAND ACT ANTI-KICKBACK REQUIREMENTS

(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 Consultant 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 quarterly) 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 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 consultant and its subconsultants at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
(ii)(A) UTA's Civil Rights Compliance Office 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. UTA's Civil Rights Compliance Office shall approve

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an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
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

(1) The classification is utilized in the area by the construction industry; and

(2) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(3) 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 Consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and UTA's Civil Rights Compliance Office 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 UTA's Civil Rights Compliance Office 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 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(C) In the event Consultant, the laborers or mechanics to be employed in the classification or their representatives, and UTA's Civil Rights Compliance Office do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), UTA's Civil Rights Compliance Office shall refer the questions, including the views of all interested parties and the recommendation of UTA's Civil Rights Compliance Office, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under the 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, Consultant 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 Consultant does not make payments to a trustee or other third person, Consultant 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 consultant, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require Consultant to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) UTA's Civil Rights Compliance Office 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. UTA's Civil Rights Compliance Office shall approve an additional classification and wage rate and fringe benefits therefore 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 Consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and UTA's Civil Rights Compliance Office agree on the classification and wage rate (including

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the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by UTA's Civil Rights Compliance Office 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 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(C) In the event Consultant, the laborers or mechanics to be employed in the classification or their representatives, and UTA's Civil Rights Compliance Office do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), UTA's Civil Rights Compliance Office shall refer the questions, including the views of all interested parties and the recommendation of UTA's Civil Rights Compliance Office, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under the 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 Consultant under the Contract or any other federal contract for which Consultant is the prime Consultant, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by 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 Consultant or any subconsultant 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 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 consultant during the course of the work and preserved for a period of three 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, Consultant 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. If Consultant employs apprentices or trainees under approved programs, Consultant 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) Consultant shall submit weekly for each week in which any work under the Contract is performed a copy of all payrolls to UTA for transmission to the FTA. 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 WH-347 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. Consultant is responsible for the submission of copies of payrolls by all subconsultants.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by consultant or subconsultant or his or her agent who pays or supervises the payment of the persons employed under the Contract

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and shall certify the following: 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:

(1) 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; and

(2) 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 (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject Consultant or subconsultant to civil or criminal prosecution under Section 1001 of title 18 and Section 231 of title 31 of the United States Code.

(iii) Consultant and any subconsultant shall make the records required under paragraph (3) of this section available for inspection, copying, or transcription by authorized representatives of the FTA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If Consultant or subconsultant fails to submit the required records or to make them available, the federal agency may, after written notice to 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 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 consultant 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 Consultant 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 Consultant's or subconsultant'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, Consultant 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,

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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, Consultant 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 "Anti-Kickback" Act Requirements – Consultant shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in the Contract. Consultant 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 – Consultant and any subconsultant shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. Consultant shall be responsible for the compliance by any subconsultant or lower tier subconsultant with all the contract clauses in 29 CFR 5.5.

BONDING REQUIREMENTS

(Applicable Only to Contracts valued at more than $150,000]

Unless a different requirement is set forth in the Contract, Consultant shall maintain the following bonds:

A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

A performance bond in the amount of **100%** of the Contract value is required by the Recipient to ensure faithful performance of the Contract. The performance bond shall be provided by consultant and shall remain in full force for the term of the Contract. Consultant will provide the performance bond to UTA within ten (10) business days from execution of the Contract. The performance bond must be provided by a fully qualified surety company acceptable to the UTA and listed as a company currently authorized under 31 CFR Part 22 as possessing a certificate of authority as described thereunder. UTA may require additional performance bond protection if the Contract price is increased. The increase in protection shall generally equal 100 percent of the increase in Contract price. UTA may secure additional protection by directing Consultant to increase the amount of the existing bond or to obtain an additional bond.

A labor and materials payment bond equal to the full value of the Contract must be furnished by Consultant to UTA as security for payment by consultant and subconsultants for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to UTA and listed as a company currently authorized under 31 CFR Part 223 as possessing a certificate of authority as described thereunder.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 11/30/2022

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Mary DeLoretto, Chief Service Development Officer
PRESENTER(S):	Jordan Swain, TOC Project Manager

TITLE:

Contract: Task Ordering Agreement for TOD Station Area Planning Consultant Pools A and C (Voda Landscape + Planning)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Authorize the Executive Director to execute the task ordering agreement with Voda Landscape + Planning to add them to the Station Area Planning Pool of Consultants (Pools A & C).

BACKGROUND:
UTA is providing technical assistance to cities that are completing station area planning work in response Utah House Bill (HB)462 requirements.

DISCUSSION:
In response to HB462, the Transit Oriented Communities (TOC) Department is setting up and maintaining pools of pre-qualified consultants that may be solicited to complete particular tasks related to transit-oriented development (TOD) station area planning via task order. Said pools will increase UTA's efficiency and ability to respond to the needs of our partner cities. Voda Landscape + Planning has been selected for Pool A: Station Area Planning and Pool C: Zoning & Code Analysis. No work is authorized, nor funds obligated until a task order is issued under this contract. Individual task orders totaling $200,000 or more will be brought to the board for approval. If the total cost of all task orders issued under this agreement exceeds $600,000, additional Board approval will be required.

CONTRACT SUMMARY:

Contractor Name:	Voda Landscape + Planning
Contract Number:	22-0356715
Base Contract Effective Dates:	12/01/2022 - 11/01/2027
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	$0
Procurement Method:	RFQU (Qualifications)
Budget Authority:	This project is included in the 2022 Capital Budget.

ALTERNATIVES:

Procure services to help cities with station area planning through individual RFPs rather than use a pool of qualified vendors. This could significantly slow the process of station area planning.

FISCAL IMPACT:

Station area plans will be funded through a combination of FTA grants, partner funds, and UTA capital project funds. Task orders will be issued and executed as funds are available and accounted for in the approved capital budget.

ATTACHMENTS:

1. Task Ordering Agreement

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TASK ORDERING AGREEMENT FOR PROFESSIONAL SERVICES
UTA CONTRACT #22-0356715VW
TOD Station Area Planning Consultant Pools A & C

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 VODA Landscape + Planning. ("Consultant").

RECITALS

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

WHEREAS, On March 17, 2022, UTA issued Request for Qualifications Package Number 22-03567 ("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.

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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. The Consultant's 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 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.

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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. 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 November 1, 2027. 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

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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

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. 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.

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

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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. Consultant shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services. Consultant shall submit invoices to ap@rideuta.com for processing and payment. 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

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b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods 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.

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

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consent of UTA. The following personnel are considered to be "key" under this clause:
Mark Morris, LEED AP, PLA, ASLA – Principal Urban Designer & Planner
Annaliese VerMerris, - Community Planner & Project Manager
Holly Pearson, AICP, - Urban & Community Planner

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:

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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

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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 Consultant or subconsultant under this Contract are considered confidential and shall not be made available to any person, organization,

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

mitigation of the breach for review and approval by UTA.

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

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 Indemnitee, Consultant's indemnity obligation set forth above will not be limited by any limitation

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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 Consultant from liabilities that might arise out of the performance of the work under this contract by the Consultant, his agents, representatives, employees or subconsultants and Consultant is free to purchase additional insurance as may be determined necessary.

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

1. Commercial General Liability – Occurrence Form
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $4,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $2,000,000

   a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be 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".

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3. Worker's Compensation and Employers' Liability

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

a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.

b. This requirement shall not apply when a Consultant or subconsultant is exempt under UCA 34A-2-103, AND when such Consultant or subconsultant executes the appropriate waiver form.

4. Professional Liability (Errors and Omissions Liability)
The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

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

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

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.

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

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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 contract administartor Vicki Woodward at vwoodward@rideuta.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 insurancecerts@rideuta.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. SUBCONSULTANTS: Consultants' certificate(s) shall include all subconsultants as additional insureds under its policies or subconsultants shall maintain separate insurance as determined by the Consultant, however, subconsultant's limits of liability shall not be less than $1,000,000 per occurrence / $2,000,000 aggregate. Sub-Consultants maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-Consultants. Utah Transit Authority must be scheduled as an additional insured on any sub-Consultant policies.

G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the 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

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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 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.

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.

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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	**VODA Landscape + Planning**	
UTA's Project Manager	Consultant's Project Manager	Five calendar days
UTA's Director of Real Estate & TOD	Consultant's Principal in Charge	Five calendar days
UTA's Chief Service Development Officer	Consultant's Principal in Charge	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.

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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: Vicki Woodward
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
VODA Landscape + Planning
Mark Morris, PLA, LEED AP
Principal
159 West Broadway Suite 200
Salt Lake City, UT 84101

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

30. INSURANCE COVEREAGE REQUIREMENTS FOR CONSULTANT EMPLOYEES ON DESIGN AND CONSTRUCTION CONTRACTS

a. The following requirements apply to design and construction contracts to the extent that:

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(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-818.5for the subconsultant's employees and the employee's dependents during the duration of the subcontract.

31. 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

32. 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.

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

Consultant 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

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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.

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:		**VODA LANDSCAPE + PLANNING**	
By	Date:	By: DocuSigned by: Mark Morris 3FB729ED479F47C...	Date: 10/31/2022
Jay Fox,		Mark Morris,	
Executive Director		Owner/Principal	
		Federal ID#27-03408863	

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By Date:

Mary DeLoretto,

Chief Service Development Officer

Approved as to Content and Form

By: DocuSigned by: Mike Bell 70E33A415BA44F6... Date: 11/1/2022

Mike Bell, AAG State of Utah

And UTA Legal Counsel

Reviewed & Recommended

By: DocuSigned by: Jordan Swain AFECC1DBE605447... Date: 11/1/2022

Jordan Swain

TOD Project Manager

UTA Project Number 22-0356715VW

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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.

Task Orders using FTA funds shall include required FTA assurances and clauses. DBE utilization shall be determined on a task order by task order basis.

UTA is awarding of one or more Master Tasks Ordering Agreements(s) (MTOA).
VODA Landscape + Planning, being awarded a MTOA for:
POOL A: Station Area Planning, Design, and Refinement
POOL C: Zoning Code Analysis & Recommendations

The Period of Performance shall be until November 1, 2027. Task Orders will be issued as needed.

Overall management of the MTOA and Task Orders will be under the direction of UTA through the TOD Office. Work by the selected Consultant shall be in conformance with the pricing, schedule, staffing plan, and budget included in the MTOA and the individual Task Orders.

The Consultant is expected to perform and fulfill the following activities and requirements for Utah Transit Authority. UTA plans to invest in its people, leverage our human capital, and cultivate UTA way mindset and behaviors. Regular organizational assessments, intact team agility work and ongoing coaching and consulting with senior leadership will arm UTA employees and leaders with the tools and skills necessary to succeed.

POOL A: Station Area Planning, Design, and Refinement

Element 1: Station Area Planning

Element 1.1: Existing Conditions Analysis

Review and assessment of relevant documentation and conditions within a Station Area boundary (a ½ mile radius around the Station) to establish an objective context for envisioning new development. Documentation to be considered includes: environmental conditions (both built and natural), real estate market, moderate income and affordable housing plans, catchment area gaps (as related to active and micro-mobility modes), socioeconomic dynamics, parking demand at station, legal framework (locally-adopted policies, plans, and ordinances), and regional transit service planning.

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Element 1.2: Community Engagement

Outreach efforts that develop an understanding of the perspectives and expectations of landowners, residents, and other interested stakeholders affected by potential changes in the Station Area. At a minimum, Consultant should display successful facilitation of: design charrettes, workshops, public open houses, round table discussions, public meetings with elected officials.

Element 1.3: Shared Vision

Utilizing the existing conditions analysis and community engagement process as source material, producing a shared vision that depicts and describes how properties and infrastructure within a Station Area may be developed and modified for the sake of achieving a vision that optimizes TOD potential while adhering to the needs of stakeholders involved. Consultant's examples of work should reflect a range of engaging media for all stakeholders involved, such as: high-quality, printable plan documents; interactive web-based layouts, mapping and graphical representations, and abbreviated handouts.

Element 1.4: Implementation Plan

Compilation of tasks necessary to realize the established vision that focuses on the individuals, departments, stakeholders, or commissions with authority and/or responsibility to execute each task. Timing/order/priority of each task, approximate financial and/or funding implications also need to be considered.

Element 2: Transit Hub Design

UTA's Station Areas provide hubs where transit modes (commuter rail, light rail, streetcar, rapid bus, and conventional bus), pedestrian connections (walkways, bikeways, pocket parks, outdoor event spaces), and personal vehicles (park-and-rides, drop offs, rideshare) all intersect. Designing these hubs to be safe, efficient, and pleasant requires a qualified understanding of how to integrate train and bus connections into a community.

The Consultant must have experience designing effective transit hub that combine multiple principles, including:

a) Accessibility & Universal Design: Improve access to transportation services through universal design, wayfinding, and safe and clear paths of travel. Safe, weather-protected, and comfortable infrastructure for transit riders, pedestrians and bicyclists.

b) Transportation System Operations: Improve traveler safety, convenience, and connectivity between all modes: bus transfers, bike/ped access to bus

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and train, passenger drop offs, ridesharing, and rider parking. Consider both current and future travel demand from new residents, employees, and visitors.

c) Place-Making: Create a welcoming, attractive, memorable, vibrant place for all users through the design of communal spaces, visitor information, public art, landscaping, lighting, plaza materials, transit architecture and other design elements.

d) Durability and Maintenance: Consider safety, cleanliness, and long-term maintenance needs in design.

Element 3: Transit Station Access Improvements

Task 3.1: Station Accessibility Audit

Accessibility for all modal users is a great need within UTA stations. Consultant will utilize a quantitative framework to document the ease with which individuals of all abilities can access UTA transit options - both across transit modes within a station area and from the adjoining street and pedestrian networks. Connectivity to landmark attractions within the station area should also be considered. User groups to address are pedestrians, non-motorized vehicles, motorized vehicles, and ridesharing options. Specific examples of such projects include wayfinding design and integration, visual & graphical information displays, multi-modal accessibility, and a cohesive customer experience.

Element 3.2: Prioritization of Improvements

Based on the findings of the Station Accessibility Audit, the Consultant will present a prioritized list of improvements to the built environment, both on UTA property and adjoining property, that will lead to increased ease of access for these user groups. Examples of which may include, but are not limited to: enhanced bicycle parking facilities, pedestrian crossings and bridges, visual and physical wayfinding, landscape alterations, reorientation of vehicle access.

Element 3.3: Cost Analysis

Improvements identified by the Consultant must include practical cost analyses of each individual project. The aim will be to understand the financial implications of pursuing each accessibility upgrade.

POOL C: Zoning Code Analysis & Recommendations

Element 1: Zoning Code Analysis & Recommendations

Outcomes from a Station Area Plans and other relevant community outreach or

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planning efforts may indicate that a municipality's local land use regulations require amendments. Consultants should have experience drafting zoning codes and advising local land use authorities on developing code that reflects stated objectives for real estate development with a specific focus on optimizing transit investments and transit-oriented developments. This experience should include a full range of zoning-related code development - from those that concentrate or intensify real estate activity in certain areas to those that minimize real estate development and promote conservation. Examples could include form-based codes, incentives for promoting municipal priorities, development right transfer programs (TDRs), and land protection tools such as conservation, agricultural, and open space easements.

Consultant should have experience developing legal code and ordinances for municipalities in Utah that abide by federal and state provisions, specifically zoning code and related land use regulations.

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EXHIBIT B – PRICING

22-03567VW UTA TOD Station Area Consulting Services "Form A" Cost Rate Form

Pool A -Station Area Planning & **POOL C - Zoning Code Analysis & Recommendations**

VODA

No.	Firm	Prime	Sub	Last Name	First Name	Discipline/Classification	Basic Hourly Rate	Overhead rate Percentage	Fee	Fully Burdened Bill Rate
1	VODA	x		Morris	Mark	Employee 1 (Senior-most position)	$ 60.00	125%	$ 15.00	155.25
2	VODA	x		VerMerris	Annaliese	Employee 2 (as needed)	$ 31.00	125%	$ 15.00	80.15
3	VODA	x		Alls	Jeff	Employee 3 (as needed)	$ 45.00	125%	$ 15.00	115.25
4	VODA	x		Bushman	Bryce	Employee 4 (as needed)	$ 27.00	125%	$ 15.00	75.1
5	VODA	x		Chamberlain	Lauren	Employee 5 (as needed)	$ 27.00	125%	$ 15.00	75.1
6	Pearson Consulting		x	Pearson	Holly	Employee 6 (as needed)	$ 55.00	100%	$ 15.00	126.15
7	Township + Range		x	Sullivan	Tim	Employee 7 (as needed)	$ 51.50	135%	$ 12.00	$ 135.55
8	Township + Range		x	Bellina	Sophia	Employee 8 (as needed)	$ 24.00	135%	$ 12.00	63.17

VODA Landscape + Planning annual rate adjustment occurs Oct 1 of each year starting 2023: * Annual escalation of 3%

Pearson Consulting annual rate adjustment occurs Oct 1 of each year starting 2023: * Annual escalation of 3%

Township + Range annual rate adjustment occurs Oct 1 of each year starting 2023: * Annual escalation of 3%

CONTRACT PRICING STRUCTURE

For the avoidance of doubt, this contract is a firm fixed price labor hour contract. The labor rates for the various categories of labor to be used under this contract are loaded with overhead, profit and G& A and are fixed for the life of the contract subject to a yearly 3% escalation factor.

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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 _____, (Consultant) 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 Consultant 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 Consultant or its appointed representative

UTAH TRANSIT AUTHORITY:

By: _____
Date

By: _____
Date

By: _____
Date

By: _____

CONSULTANT:

By: _____

Date: _____

ATTACHMENT 1 – TASK ORDER STATEMENT OF WORK OR SERVICES

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EXHIBIT D – FEDERAL FORMS

ATTACHMENT A: EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE STATEMENT

The undersigned states on behalf of the Bidder / Offeror VODA.

A. The Bidder / Offeror 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, subconsultants, etc. of the Bidder / Offeror 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 / Offeror designates -- Name Mark Morris

Title owner

as the person assigned the responsibility for securing compliance with and reporting progress to the Bidders/ Offerors and UTA's Civil Rights Office on all EEO efforts initiated and taken.

C. Bidder / Offeror 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 / Offeror 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 / Offeror EEO and DBE requirements.

D. Bidder / Offeror agrees to make every reasonably good faith effort to utilize DBE's in the performance of this contract. Bidder / Offeror will take affirmative steps to meet the DBE contract goal set for this bid.

Company Name: VODA

Address: 159 BROADWAY #200, SLC, UT

Signed: Mark Morris

Title: owner

Phone Number: 801-520-5382

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ATTACHMENT A-1: DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM

DBE PROJECT GOAL: Race Neutral

The Bidder / Offeror 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/SOQ as non-responsive. Race neutral procurements do not require good faith effort documentation.

☐ **Bidder / Offeror *will meet or exceed* the DBE goal for this contract**. If awarded this contract, Bidder / Offeror 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/Offerors 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.

DBE Name & Address	Description of Work	$ Amount of Participation	% of Total Price
_____	_____	$_____	_____%
_____	_____	$_____	_____%
_____	_____	$_____	_____%
_____	_____	$_____	_____%

(Attach additional sheets if necessary)

☑ Bidder / Offeror ***does not*** meet the DBE goal for this contract. **Bidder / Offeror certifies that it has made good faith efforts** in accordance with the bid/SOQ 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.**

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☒ Bidder / Offeror *does not* meet the DBE goal for this contract. **Bidder / Offeror certifies that there exists no opportunity for subcontracting as part of this project**. It is the general practice of Bidder/ Offeror'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.

Date: 4/21/22

Company Name: VODA

Signature: Mark Morris

Printed Name: MARK morris

Title: owner

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ATTACHMENT A-5: EMPLOYMENT PRACTICES / EEO PLAN

A) Consultants 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: Mark Morris, owner.
(Print name & title)

Solicitation No. 22-03967VW

Name of Project UTA TOD planning

Location of Workforce Salt Lake City, Utah

Prime Consultant VODA

In keeping with UTA policy of nondiscrimination in employment practices, the VODA (Name of Company) has set as a project goal for the utilization of minorities, which is 25%. 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 VODA (Company name), by its owner (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 Consultants)

If the Consultant 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.

Signature and Title of Company Official (Consultant)

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ATTACHMENT B: BUY AMERICA CERTIFICATE

Solicitation No. 22-0356 JVW

Exhibit ___

UTAH TRANSIT AUTHORITY

BUY AMERICA CERTIFICATE

(Federally assisted Contract)

SECTION (1); Certify only for IRON, Steel or MANUFACTURED PRODUCTS: ***(Mark One)***

☒ **CERTIFICATE OF COMPLIANCE WITH SECTION 165(a).** The offeror hereby certifies that it *will comply* with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, *and* the applicable regulations of 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 Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it *may qualify for an exception* to the requirement pursuant to Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and 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 Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, 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 Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but it *may qualify for an exception* to the requirement consistent with Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR Part 661.7.

SECTION (3); OFFEROR'S SIGNATURE: *(Sign, date and enter your title and the name of your company)*

Mark Morris 4/21/22

Signature Date

owner Mark Morris

Title

Name of Company/Offeror

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ATTACHMENT C: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION FROM TRANSACTIONS FINANCED IN PART BY THE U.S. GOVERNMENT

This certification is made in accordance with Executive Order 12549, 49 CFR Part 29, 31 USC §6101 and similar federal requirements regarding debarment, suspension and ineligibility with respect to federally-funded contracts.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that none of the Consultant, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Consultant is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or SOQ, the bidder or Offeror certifies as follows:

> The certification in this clause is a material representation of fact relied upon by the Federal Transit Administration. If it is later determined that the bidder or Offeror knowingly rendered an erroneous certification, in addition to remedies available to the Federal Transit Administration, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or Offeror agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or Offeror further agrees to include a provision requiring such compliance in its lower tier covered transactions.

If the bidder or Offeror is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing an "X" in the following space _____.

Mark Morris

Signature of the Bidder or Offeror Authorized Official

MARK MORRIS, owner

Name and Title of the Bidder or Offeror Authorized Official

FEDERAL ID # 27-3908863

4/21/22

Date

DocuSign Envelope ID: 96DB04AF-A549-4839-A5E0-8D62E1FCABCC

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Instructions for Certification

1. **By signing and submitting this bid or SOQ, the prospective Consultant is providing the signed certification set out below:**

   "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

   (1) The prospective Consultant certifies, by submission of this bid or SOQ, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

   (2) When the prospective Consultant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this bib or SOQ.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, UTA may pursue available remedies, including suspension and/or debarment.
3. The prospective Consultant shall provide immediate written notice to UTA if at any time the prospective Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "SOQ," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact UTA for assistance in obtaining a copy of those regulations.
5. The prospective Consultant agrees by submitting this SOQ that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by UTA.
6. The prospective Consultant further agrees by submitting this SOQ that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, UTA may pursue available remedies including suspension and/or debarment.

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ATTACHMENT D: CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Mark Morris, owner, hereby certifies
(Name and Title of Company Official)

on behalf of VODA 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. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this 21 day of April, 2022

By Mark Morris
(Signature of Authorized Official)

owner
(Title of Authorized Official)

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ATTACHMENT E: CARGO PREFERENCE -- USE OF UNITED STATES-FLAG VESSELS

Pursuant to Maritime Administration regulations, "Cargo Preference -- U.S.-Flag Vessels", 46 C.F.R. Part 381, the Consultant shall insert the following clauses in contracts it awards in which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project:

AS REQUIRED BY 46 C.F.R. PART 381, THE CONSULTANT AGREES --

(1) TO UTILIZE 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, MATERIALS, OR COMMODITIES PURSUANT TO THIS CONTRACT TO THE EXTENT SUCH VESSELS ARE AVAILABLE AT FAIR AND REASONABLE RATES FOR UNITED STATES-FLAG COMMERCIAL VESSELS.

(2) TO FURNISH WITHIN 20 DAYS FOLLOWING THE DATE OF LOADING FOR SHIPMENTS ORIGINATING WITHIN THE UNITED STATES, OR WITHIN 30 WORKING DAYS FOLLOWING THE DATE OF LOADING FOR SHIPMENT 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 PARAGRAPH (1) ABOVE TO THE AUTHORITY (THROUGH THE PRIME CONSULTANT IN THE CASE OF SUBCONSULTANT BILLS-OF-LADING) AND TO THE DIVISION OF NATIONAL CARGO, OFFICE OF MARKET DEVELOPMENT, MARITIME ADMINISTRATION, 400 SEVENTH STREET, S.W., WASHINGTON, D.C. 20590, MARKED WITH APPROPRIATE IDENTIFICATION OF THE PROJECT.

(3) TO INSERT THE SUBSTANCE OF THE PROVISIONS OF THIS CLAUSE IN ALL SUBCONTRACTS ISSUED PURSUANT TO THIS CONTRACT.

Date 4/21/22

Signature Mark Mc

Title owner

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UTA

ATTACHMENT F: SOLICITATION STATISTICS

Dear Subconsultant:

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 SUBCONSULTANTS**. Return the form from each Offeror **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. If you have any questions, comments or suggestions, please contact Raymond Christy, UTA's DBE Liaison Officer (801) 262-5626 extension 3537.

This information will only be used for statistical purposes as allowed under 49 CFR Part 26.

Firm Name: VODA

Firm Address: 159 BROADWAY #200
Salt Lake City, UT

Status: Non-DBE X DBE ____

Company's Type of Work: Community Planning

Month/Year firm started: 1/2010

DocuSign Envelope ID: 96DB04AF-A549-4839-A5E0-8D62E1FCABCC

Company Owner(s) Ethnic Background (optional)		
____African American	____ Asian	X Male
____Hispanic	____ Native American	____Female
____ Polynesian	X Caucasian	____Other_____

Annual Gross Receipts of the Firm: (check one)

0 to $500,000	_____	$500,000 - $1,000,000	X
$1 Million - $5 Million	_____	$5 Million - $10 Million	_____
$10 Million - $16.7 Million	_____	Above $16.7 Million	_____

Name of Solicitation: UTA TOD planning

UTA

ATTACHMENT G: Requirement for Written Subcontracts

(To be submitted with Bid or SOQ)

Provided that your firms Bid or SOQ is determined to be the winner for this Procurement, (UTA Number: 22-03567VW, Bidder/Offeror: YODA, does hereby acknowledge and agree to comply with by signing below, the Authority's requirement to have written subcontracts for all the Work provided for by subconsultants at any tier for the Work awarded to them through this Procurement, and that Bidder/Offeror will pass along all applicable requirements, federal or otherwise, but not limited thereto to all sub tier Consultants.

Company Name: YODA

Signed by: Mark Moon

Title: owner

Date: 4/21/22

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EXHIBIT E -FEDERAL CLAUES

FEDERAL CLAUSES

ACCESS TO RECORDS AND REPORTS

The Consultant agrees to provide the Authority, 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 Consultant which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. The Consultant also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any project management oversight auditor access to the Consultant's records and construction sites pertaining to a major capital project (defined at 49 USC §5302(a)(1)), which is receiving federal financial assistance through the programs described at 49 USC §§5307, 5309 or 5311. The Consultant further agrees to include in all of its subcontracts and purchase orders under the Contract a provision to the effect that the subconsultant or Supplier agrees that the Authority, the United States Department of Transportation and the Comptroller General of the United States, the project management oversight auditor, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the Subconsultant or Supplier.

INCORPORATION OF FTA TERMS

All contractual provisions required by the United States Department of Transportation, as set forth in the most recent edition and revisions of FTA Circular 4220.1F, "Third Party Contracting Guidance," are incorporated by reference into the Contract Documents. All FTA mandated terms shall take precedence over other conflicting terms, if any in the Contract Documents. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests that would cause the Authority to be in violation of any FTA terms and conditions.

FEDERAL CHANGES

The Consultant 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 the Authority and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. The Consultant's failure to so comply shall constitute a material breach of the Contract.

ENERGY CONSERVATION REQUIREMENTS

The Consultant 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.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Authority and the Consultant acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Authority, the Consultant or any other party (whether or not a party to the Contract) pertaining to any matter resulting from the Contract. The Consultant agrees to include the above clause in each subcontract or purchase order 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 Subconsultant or Supplier who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801, et seq. and United States Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Contract. Upon execution of the underlying Contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which the Work is being performed. In addition to other penalties that may be applicable, the

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Consultant 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 Consultant to the extent the federal government deems appropriate. The Consultant 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 USC §5307, the federal government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5307(n)(1) on the Consultant, to the extent the federal government deems appropriate. The Consultant agrees to include the above two clauses in each subcontract or purchase order 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 Subconsultant or Supplier who will be subject to the provisions.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

The Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that none of the Consultant, its principals (as defined at 49 CFR 29.995) or affiliates (as defined at 49 CFR 29.905) are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Consultant is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any subcontract or purchase order that it enters into. *(A certification is to be submitted with each bid or offer of $25,000 or more.)*

BUY AMERICA CERTIFICATION

Applicable Only to Contracts valued at more than $100,000]
Consultant shall comply with 49 USC 5323(j) and 49 CFR 661, as amended by MAP-21 stating that federal funds 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. Separate requirements for rolling stock are set out at 49 USC §5323(j)(2)(C) and 49 CFR §661.11. Rolling stock must be assembled in the United States and have the applicable percentage of domestic content required by 49 USC 5323(j) and 49 CFR 661. Consultant shall be responsible for ensuring that lower tier Consultants and subconsultants are in compliance with these requirements. All Offerors to the UTA solicitation for the Contract must include the appropriate Buy America certification with their responses and any response that is not accompanied by a completed Buy America Certification will be rejected as nonresponsive.

FLY AMERICA REQUIREMENTS

The Consultant agrees to comply with 49 USC §40118 and 41 CFR Part 301-10, which provide that Consultants are required to use United States -Flag air carriers for federally 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 49 USC §40118 and CFR Part 301-10.

CIVIL RIGHTS REQUIREMENTS

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment

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Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, 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 Consultant agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(3) The Consultant also 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

DISADVANTAGED BUSINESS ENTERPRISES (DBE)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **7%.** A separate contract goal ~~**[of __% DBE participation has]**~~ **[has not]** been established for this procurement. The goal of Race Neutral is established on locally funded projects and task orders. On federally funded projects and task orders, each will be reviewed individually and assessed for DBE participation.

b. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **{insert agency name}** deems appropriate. Each subcontract the Consultant signs with a subconsultant must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. ***{If a separate contract goal has been established, use the following}*** Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following **[concurrent with and accompanying sealed bid] [concurrent with and accompanying an initial SOQ] [prior to award]**:

1. The names and addresses of DBE firms that will participate in this contract;

2. A description of the work each DBE will perform;

3. The dollar amount of the participation of each DBE firm participating;

4. Written documentation of the bidder/offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal;

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5. Written confirmation from the DBE that it is participating in the contract as provided in the prime Consultant's commitment; and

6. If the contract goal is not met, evidence of good faith efforts to do so.

[Bidders][Offerors] must present the information required above **[as a matter of responsiveness] [with initial SOQs] [prior to contract award]** (see 49 CFR 26.53(3)).

{If no separate contract goal has been established, use the following} The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The Consultant is required to pay its subconsultants performing work related to this contract for satisfactory performance of that work no later than 30 days after the Consultant's receipt of payment for that work from the **{insert agency name}.** In addition, **[the Consultant may not hold retainage from its subconsultants.] [is required to return any retainage payments to those subconsultants within 30 days after the subconsultant's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subconsultants within 30 days after incremental acceptance of the subconsultant's work by the {insert agency name} and Consultant's receipt of the partial retainage payment related to the subconsultant's work.]**

e. The Consultant must promptly notify **{insert agency name}**, whenever a DBE subconsultant performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subconsultant to perform at least the same amount of work. The Consultant may not terminate any DBE subconsultant and perform that work through its own forces or those of an affiliate without prior written consent of **{insert agency name}.**

TERMINATION

(For contracts over $10,000.00)

a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Consultant when it is in the Government's best interest. The Consultant shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Consultant shall promptly submit its termination claim to (Recipient) to be paid the Consultant. If the Consultant has any property in its possession belonging to the (Recipient), the Consultant 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 Consultant does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Consultant fails to perform in the manner called for in the contract, or if the Consultant fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant 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 Consultant 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 Consultant, the (Recipient), after setting up a new delivery of performance schedule, may allow the Consultant 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 Consultant [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 Consultant 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 consultant of written notice from

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(Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Consultant. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against consultant 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 Consultant 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 Consultant refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Consultant 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 Consultant a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete 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 Consultant and its sureties shall be liable for any damage to the Recipient resulting from the Consultant's refusal or failure to complete the work within specified time, whether or not the Consultant's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Consultant's right to proceed shall not be terminated nor the Consultant 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 Consultant. Examples of such causes include acts of God, acts of the Recipient, acts of another Consultant in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the Consultant, 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 Consultant's right to proceed, it is determined that the Consultant 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.

DEBARMENT AND SUSPENSION

[Applicable Only to Contracts valued at more than $25,000]

Consultant shall comply and facilitate compliance with U.S. DOT regulations, "No procurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (No procurement)," 2 CFR Part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the Contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the Contract amount. As such, Consultant shall verify that its principals, affiliates, and subconsultants are eligible to participate in this federally funded contract and are not presently declared by any federal department or agency to be: (i) debarred from participation in any federally assisted award; (ii) suspended from participation in any federally assisted award; (iii) proposed for debarment from participation in any federally assisted award; (iv) declared ineligible to participate in any federally assisted award; (iv) voluntarily excluded from participation in any federally assisted award; and/or (v) disqualified from participation in ay federally assisted award. By submitting a response to UTA's solicitation for the Contract,

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Consultant has certified that the foregoing items (i) through (v) are true. The certification in this clause is a material representation of fact relied upon by UTA. If it is later determined by UTA that Consultant knowingly rendered an erroneous certification, in addition to other remedies available that may be available to UTA, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant agrees to comply with the requirements of 2 CFR Part 180, subpart C, as supplemented by 2 CFR Part 1200, during the Contract term. Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ADA ACCESS

ADA Access for Individuals with Disabilities – The Consultant agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing.

Domestic Preference

In accordance with 2 CFR 200.322 all Consultants shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
For purposes of this clause:

a. ” Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through application of coatings, occurred in the United States.
b. “Manufacturing products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

This requirement must be included in all subcontracts awarded under this award.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

In accordance with 2 CFR 200.216, Consultant and its subconsultants 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.

a. “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

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e. Dahua Technology Company
f. Any subsidiary of the above listed entities.

Federal Clauses Applicable only to Construction Contracts

CLEAN AIR REQUIREMENTS

The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401, et seq. The Consultant agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office. The Consultant also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with federal assistance provided by FTA.

CLEAN WATER REQUIREMENTS

The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251, et seq. The Consultant agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate Regional Office of the United States Environmental Protection Agency. The Consultant also agrees to include these requirements in each subcontract or purchase order exceeding $100,000 financed in whole or in part with federal assistance provided by FTA.

FLY AMERICA REQUIREMENTS

The Consultant agrees to comply with 49 USC §40118 and 41 CFR Part 301-10, which provide that Consultants are required to use United States -Flag air carriers for federally 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 49 USC §40118 and CFR Part 301-10.

SEISMIC SAFETY REQUIREMENTS

The Consultant 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 Consultant also agrees to ensure that all work performed under this contract including work performed by a subconsultant is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

DAVIS-BACON ACT PREVAILING WAGE AND COPELAND ACT ANTI-KICKBACK REQUIREMENTS

(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 Consultant 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 quarterly) 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 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 consultant and its subconsultants at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
(ii)(A) UTA's Civil Rights Compliance Office 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. UTA's Civil Rights Compliance Office shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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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

(1) The classification is utilized in the area by the construction industry; and

(2) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(3) 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 Consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and UTA's Civil Rights Compliance Office 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 UTA's Civil Rights Compliance Office 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 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(C) In the event Consultant, the laborers or mechanics to be employed in the classification or their representatives, and UTA's Civil Rights Compliance Office do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), UTA's Civil Rights Compliance Office shall refer the questions, including the views of all interested parties and the recommendation of UTA's Civil Rights Compliance Office, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under the 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, Consultant 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 Consultant does not make payments to a trustee or other third person, Consultant 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 consultant, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require Consultant to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) UTA's Civil Rights Compliance Office 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. UTA's Civil Rights Compliance Office shall approve an additional classification and wage rate and fringe benefits therefore 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 Consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and UTA's Civil Rights Compliance Office 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 UTA's Civil Rights Compliance Office to the Administrator of the Wage and Hour Division, Employment

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Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(C) In the event Consultant, the laborers or mechanics to be employed in the classification or their representatives, and UTA's Civil Rights Compliance Office do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), UTA's Civil Rights Compliance Office shall refer the questions, including the views of all interested parties and the recommendation of UTA's Civil Rights Compliance Office, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under the 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 Consultant under the Contract or any other federal contract for which Consultant is the prime Consultant, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by 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 Consultant or any subconsultant 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 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 consultant during the course of the work and preserved for a period of three 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, Consultant 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. If Consultant employs apprentices or trainees under approved programs, Consultant 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) Consultant shall submit weekly for each week in which any work under the Contract is performed a copy of all payrolls to UTA for transmission to the FTA. 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 WH-347 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. Consultant is responsible for the submission of copies of payrolls by all subconsultants.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by consultant or subconsultant or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following: 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

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complete:

(1) 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; and

(2) 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 (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject Consultant or subconsultant to civil or criminal prosecution under Section 1001 of title 18 and Section 231 of title 31 of the United States Code.

(iii) Consultant and any subconsultant shall make the records required under paragraph (3) of this section available for inspection, copying, or transcription by authorized representatives of the FTA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If Consultant or subconsultant fails to submit the required records or to make them available, the federal agency may, after written notice to 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 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 consultant 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 Consultant 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 Consultant's or subconsultant'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, Consultant 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

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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, Consultant 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 "Anti-Kickback" Act Requirements – Consultant shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in the Contract. Consultant 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 – Consultant and any subconsultant shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. Consultant shall be responsible for the compliance by any subconsultant or lower tier subconsultant with all the contract clauses in 29 CFR 5.5.

BONDING REQUIREMENTS

(Applicable Only to Contracts valued at more than $150,000]

Unless a different requirement is set forth in the Contract, Consultant shall maintain the following bonds:

A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

A performance bond in the amount of **100%** of the Contract value is required by the Recipient to ensure faithful performance of the Contract. The performance bond shall be provided by consultant and shall remain in full force for the term of the Contract. Consultant will provide the performance bond to UTA within ten (10) business days from execution of the Contract. The performance bond must be provided by a fully qualified surety company acceptable to the UTA and listed as a company currently authorized under 31 CFR Part 22 as possessing a certificate of authority as described thereunder. UTA may require additional performance bond protection if the Contract price is increased. The increase in protection shall generally equal 100 percent of the increase in Contract price. UTA may secure additional protection by directing Consultant to increase the amount of the existing bond or to obtain an additional bond.

A labor and materials payment bond equal to the full value of the Contract must be furnished by Consultant to UTA as security for payment by consultant and subconsultants for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to UTA and listed as a company currently authorized under 31 CFR Part 223 as possessing a certificate of authority as described thereunder.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 11/30/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Jordan Swain, TOC Project Manager

TITLE:

Contract: Task Ordering Agreement for TOD Station Area Planning Consultant Pool E (Walker Consultants, Inc.)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Authorize the Executive Director to execute the task ordering agreement with Walker Consultants, Inc to add them to the Station Area Planning Pool of Consultants (Pool E).

BACKGROUND:
UTA is providing technical assistance to cities that are completing station area planning work in response House Bill (HB)462 requirements.

DISCUSSION:
In response to HB462, the Transit Oriented Communities (TOC) Department is setting up and maintaining pools of pre-qualified consultants that may be solicited to complete particular tasks related to transit-oriented development (TOD) station area planning via task order. Said pools will increase UTA's efficiency and ability to respond to the needs of our partner cities. Walker Consultants, Inc. has been selected for Pool E: Transportation & Parking Demand Management. No work is authorized, nor funds obligated until a task order is issued under this contract. Individual task orders totaling $200,000 or more will be brought to the board for approval. If the total cost of all task orders issued under this agreement exceeds $600,000, additional Board approval will be required.

CONTRACT SUMMARY:

Contractor Name:	Walker Consultants, Inc
Contract Number:	22-0356716
Base Contract Effective Dates:	12/01/2022 to 11/01/2027
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	$0
Procurement Method:	RFQU (Qualification)
Budget Authority:	This project is included in the 2022 Capital Budget.

ALTERNATIVES:

Procure services to help cities with station area planning through individual RFPs rather than use a pool of qualified vendors. This could significantly slow the process of station area planning.

FISCAL IMPACT:

Station area plans will be funded through a combination of FTA grants, partner funds, and UTA capital project funds. Task orders will be issued and executed as funds are available and accounted for in the approved capital budget.

ATTACHMENTS:

1. Task Ordering Agreement

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TASK ORDERING AGREEMENT FOR PROFESSIONAL SERVICES
UTA CONTRACT #22-0356716VW
TOD Station Area Planning Consultant Pool E

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 Walker Consultants, Inc., ("Consultant").

RECITALS

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

WHEREAS, On March 17, 2022, UTA issued Request for Qualifications Package Number 22-03567 ("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.

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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. The Consultant's 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 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.

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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. 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 November 1, 2027. 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

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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

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

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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. Contractor shall submit invoices to ap@rideuta.com for processing and payment. 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

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b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods 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.

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:

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Andrew J. Vidor – Director of Planning/Senior Project Manager
Mallory A. Baker – Project Manager
Greg Strangeways – Transit Planning & Operations

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:

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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

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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 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

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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 $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".

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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. 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, 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).

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

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

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

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

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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

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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	**WALKER CONSULTANTS INC**	
UTA's Project Manager	Consultant's Project Manager	Five calendar days
UTA's Director of Real Estate & TOD	Consultant's Managing Principal	Five calendar days
UTA's Chief Service Development Officer	Consultant's Managing Director	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.

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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: Vicki Woodward
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
Walker Consultants, Inc.
Andrew J. Vidor
Director of Planning
10375 Park Meadows Drive
Suite 425
Lone Tree, CO 80124

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

30. INSURANCE COVEREAGE REQUIREMENTS FOR CONSULTANT EMPLOYEES ON DESIGN AND CONSTRUCTION CONTRACTS

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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-818.5for the subconsultant's employees and the employee's dependents during the duration of the subcontract.

31. 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

32. 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.

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.

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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.

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,

Executive Director

WALKER CONSULTANTS INC:

DocuSigned by:

By: Andrew J. Vidor Date: 10/31/2022

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Name: Andrew J. Vidor

Title: Director of Planning

Federal ID#38-1782774

By Date:

Mary DeLoretto,

Chief Service Development Officer

Approved as to Content and Form

By: DocuSigned by: Michael Bell 70E33A415BA44F6... Date: 11/1/2022

Mike Bell, AAG State of Utah

And UTA Legal Counsel

Reviewed & Recommended

By: DocuSigned by: Jordan Swain AFECC1DBE605447... Date: 11/1/2022

Jordan Swain

TOD Project Manager

UTA Project Number 22-0356716VW

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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.

Task Orders using FTA funds shall include required FTA assurances and clauses. DBE utilization shall be determined on a task order by task order basis.

UTA is awarding of one or more Master Tasks Ordering Agreements(s) (MTOA). Walker Consultants, Inc, being awarded a MTOA for
POOL E: Transportation & Parking Demand Management Strategies

The Period of Performance shall be until November 1, 2027. Task Orders will be issued as needed.

Overall management of the MTOA and Task Orders will be under the direction of UTA through the TOD Office. Work by the selected Contractor shall be in conformance with the pricing, schedule, staffing plan, and budget included in the MTOA and the individual Task Orders.

The Contractor is expected to perform and fulfill the following activities and requirements for Utah Transit Authority. UTA plans to invest in its people, leverage our human capital, and cultivate UTA way mindset and behaviors. Regular organizational assessments, intact team agility work and ongoing coaching and consulting with senior leadership will arm UTA employees and leaders with the tools and skills necessary to succeed.

POOL E: Transportation & Parking Demand Management Strategies

Element 1: Transportation & Parking Demand Management Assessment

Assessing the existing modes of travel through a Station Area and those connections to transit platforms is critical for increasing ridership and reducing single-occupancy vehicle trips. An analysis of these travel patterns must be conducted at this local scale to better understand where interventions can be made within a Station Area and its immediate surroundings to improve travel efficiency, safety, and enjoyability.

Element 2: Transportation & Parking Demand Management Strategies

Based on the assessment of existing conditions for travelers within the Station Area, the Consultant will make recommendations to increase modal efficiency, safety, and enjoyability. All recommendations must take into account what governing bodies have authority - that may be UTA, UDOT, a city, a county, or other government entity. Focus should be placed on identifying the modes of travel through the

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Station Area that are the least efficient and most unpleasant for potential transit riders and presenting strategies that directly address those issues. Strategies should include but are limited to: cost-based strategies (such as parking fees and transit subsidies for local users), supply-based strategies (such as roadway restrictions or parking reductions), and supportive strategies (such as rideshare or ride matching, extended-hour solutions, trip planning assistance). A methodology for measuring and evaluating the performance of any proposed strategy must also be provided.

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EXHIBIT B – PRICING

22-03567VW UTA TOD Station Area Consulting Services "Form A" Cost Rate Form
POOL E – Transportation & Parking Demand Management Strategies
Walker Consultants

No.	Firm	Prime	Sub	Last Name	First Name	Discipline/Classification	Basic Hourly Rate	Overhead rate Percentage	Fee	Fully Burdened Bill Rate
1	Walker Consultants	X		Vidor	Andrew	Principal/Director	$	192%	0%	$ 280.00
2	Walker Consultants	X		Baker	Mallory	Sr Consultant/Project Manager	$	192%	0%	$ 260.00
3	Walker Consultants	X		Jones	Christina	Consultant/Project Manager	$	192%	0%	$ 225.00
4	Walker Consultants	X		Willsey	Drew	Planner/Analyst	$	192%	0%	$ 185.00
5	Walker Consultants	X		Peck	Melissa	Designer	$	192%	0%	$ 190.00
6	Walker Consultants	X		Reimers	Benjamin	Technician	$	192%	0%	$ 165.00
7	Walker Consultants	X		Zubieni	Heather	Business Manager	$	192%	0%	$ 130.00
8	Walker Consultants	X		Berggren	Isabella	Administrative Assistant	$	192%	0%	$ 110.00
9	Walker Consultants	X		Strangeways	Greg	Sr Consultant/Project Manager	$	192%	0%	$ 260.00
10	Walker Consultants	X		Lieb	David	Principal/Director	$	192%	0%	$ 280.00
11							$	%	%	$
12							$	%	%	$
13							$	%	%	$
14							$	%	%	$
15							$	%	%	$
16							$	%	%	$
17							$	%	%	$
18							$	%	%	$
19							$	%	%	$
20							$	%	%	$

Signature: Andrew Vidor Date; 8/5/22
Title: Director of Planning

Andrew J. Vidor

Walker Consultants, Inc., annual rate adjustment occurs Oct 1 of each year starting 2023:
*** Annual escalation of 3%**

CONTRACT PRICING STRUCTURE

For the avoidance of doubt, this contract is a firm fixed price labor hour contract. The labor rates for the various categories of labor to be used under this contract are loaded with overhead, profit and G& A and are fixed for the life of the contract subject to a yearly 3% escalation factor.

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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:	CONTRACTOR:
By: _____ Date	By: _____
By: _____ Date	Date: _____
By: _____ Date	

ATTACHMENT 1 – TASK ORDER STATEMENT OF WORK OR SERVICES

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EXHIBIT D – FEDERAL FORMS

ATTACHMENT A: EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE STATEMENT

The undersigned states on behalf of the Bidder / Offeror Walker Consultants.

A. The Bidder / Offeror 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, subconsultants, etc. of the Bidder / Offeror 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 / Offeror designates -- Name Andrew J. Vidor

Title Director of Planning

as the person assigned the responsibility for securing compliance with and reporting progress to the Bidders/ Offerors and UTA's Civil Rights Office on all EEO efforts initiated and taken.

C. Bidder / Offeror 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 / Offeror 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 / Offeror EEO and DBE requirements.

D. Bidder / Offeror agrees to make every reasonably good faith effort to utilize DBE's in the performance of this contract. Bidder / Offeror will take affirmative steps to meet the DBE contract goal set for this bid.

Company Name: Walker Consultants
10375 Park Meadows Drive, Suite 425
Address: Lone Tree, CO 80124

Signed: Andrew J. Vidor

Title: Director of Planning

Phone Number: 720.458.1589

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ATTACHMENT A-1: DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM

DBE PROJECT GOAL: Race Neutral

The Bidder / Offeror 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/SOQ as non-responsive. Race neutral procurements do not require good faith effort documentation.

☐ **Bidder / Offeror *will meet or exceed* the DBE goal for this contract**. If awarded this contract, Bidder / Offeror 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/Offerors 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.

DBE Name & Address	Description of Work	$ Amount of Participation	% of Total Price
_____	_____	$_____	_____%
_____	_____	$_____	_____%
_____	_____	$_____	_____%
_____	_____	$_____	_____%

(Attach additional sheets if necessary)

☐ Bidder / Offeror *does not* meet the DBE goal for this contract. **Bidder / Offeror certifies that it has made good faith efforts** in accordance with the bid/SOQ 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.**

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☒ Bidder / Offeror *does not* meet the DBE goal for this contract. **Bidder / Offeror certifies that there exists no opportunity for subcontracting as part of this project**. It is the general practice of Bidder / Offeror'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.

Date: April 20, 2022

Company Name: Walker Consultants

Signature: Andrew J. Vidor

Printed Name: Andrew J. Vidor

Title: Director of Planning

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ATTACHMENT A-2: SAMPLE LETTER OF INTENT TO SUBCONTRACT WITH DBE FIRM

(COMPANY LETTERHEAD)

(DATE)

(DBE)

(Name and Address)

Reference: *(Project Name and Bid/SOQ Number)*

All work will be completed by Walker Consultants.
Subconsultants not required to complete project.

(Appropriate Salutation)

Our firm is submitting a bid/SOQ 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 Consultant 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 $ N/A 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 pres ently certified as a DBE by the Utah Uniform Certification Program (UUCP).**

DBE firm has read and certifies to the above: N/A **Prime Consultant:** Walker Consultants

N/A	Andrew J. Vidor
Signature	Signature
N/A	Andrew J. Vidor
Printed Name	Printed Name
N/A	Director of Planning
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 subconsultant must be listed, and all amounts to be paid to the DBE subconsultant must be specified.

THE SUCCESSFUL BIDDERS/ OFFERORS SHALL REQUIRE ALL SUBCONSULTANTS TO COMPLETE AND SUBMIT THE FEDERAL CERTIFICATION ATTACHMENTS A, A-1, A-2, A-3, A-5, B, C, D, E, F AND G IF APPLICABLE.

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ATTACHMENT A-3: GOOD FAITH EFFORTS DOCUMENTATION FORM

Whether a Bidder / Offeror meets or does not meet the DBE goal, the Bidder / Offeror must submit this form with its DBE Participation Form (Attachment A-1). **In the case of a race neutral project, the Bidder / Offeror is not required to submit good faith efforts documentation.** The Bidder / Offeror must submit a copy of the document(s) sent to DBE's. Failure to submit this form with its bid/SOQ and requested additional documentation may render the bid/SOQ non-responsive. UTA's DBE Liaison Officer may require that the Bidder / Offeror provide additional substantiation of good faith efforts.

Firm Name	Contact Person	Area of Expertise	Date	Response
N/A	N/A	N/A	N/A	N/A

By submitting and signing this form, including any continuation form(s), the Bidder / Offeror 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.

All work will be completed by Walker Consultants.
Subconsultants not required to complete project.

Date: April 20, 2022

Signature: Andrew J. Vidor

Printed Name: Andrew J. Vidor

Title: Director of Planning

DocuSign Envelope ID: D8E03AF6-8B40-421B-B79F-B17F973DB6B6

ATTACHMENT A-5: EMPLOYMENT PRACTICES / EEO PLAN

A) Consultants 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: _____

(Print name & title)

Solicitation No. _____

Name of Project _____

Location of Workforce _____

Prime Consultant _____

In keeping with UTA policy of nondiscrimination in employment practices, the _____ (Name of Company) has set as a project goal for the utilization of minorities, which is _____%. 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 _____(Company name), by its _____(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 Consultants)

If the Consultant 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.

Andrew J. Vidor Director of Planning

Signature and Title of Company Official (Consultant)

If contract amount once awarded exceeds $50,000, we will provide our firms EEO plan upon request.

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ATTACHMENT B: BUY AMERICA CERTIFICATE

Solicitation No. 22-03567VV

~~Exhibit~~ Appendix I

UTAH TRANSIT AUTHORITY

BUY AMERICA CERTIFICATE

(Federally assisted Contract)

SECTION (1); Certify only for IRON, Steel or MANUFACTURED PRODUCTS: ***(Mark One)***

☒ **CERTIFICATE OF COMPLIANCE WITH SECTION 165(a).** The offeror hereby certifies that it *will comply* with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, *and* the applicable regulations of 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 Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it *may qualify for an exception* to the requirement pursuant to Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and 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 Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, 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 Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but it *may qualify for an exception* to the requirement consistent with Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR Part 661.7.

SECTION (3); OFFEROR'S SIGNATURE: *(Sign, date and enter your title and the name of your company)*

Andrew J. Vidos — April 20, 2022

Signature — Date

Director of Planning

Title

Walker Consultants

Name of Company/Offeror

Rev 5/30/07

DocuSign Envelope ID: D8E03AF6-8B40-421B-B79F-B17F973DB6B6

ATTACHMENT C: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION FROM TRANSACTIONS FINANCED IN PART BY THE U.S. GOVERNMENT

This certification is made in accordance with Executive Order 12549, 49 CFR Part 29, 31 USC §6101 and similar federal requirements regarding debarment, suspension and ineligibility with respect to federally-funded contracts.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that none of the Consultant, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Consultant is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or SOQ, the bidder or Offeror certifies as follows:

> The certification in this clause is a material representation of fact relied upon by the Federal Transit Administration. If it is later determined that the bidder or Offeror knowingly rendered an erroneous certification, in addition to remedies available to the Federal Transit Administration, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or Offeror agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or Offeror further agrees to include a provision requiring such compliance in its lower tier covered transactions.

If the bidder or Offeror is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing an "X" in the following space _____.

Andrew J. Vidor

Signature of the Bidder or Offeror Authorized Official

Andrew J. Vidor, Director of Planning

Name and Title of the Bidder or Offeror Authorized Official

FEDERAL ID # 38 – 1782774

April 20, 2022

Date

DocuSign Envelope ID: D8E03AF6-8B40-421B-B79F-B17F973DB6B6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Instructions for Certification

1. **By signing and submitting this bid or SOQ, the prospective Consultant is providing the signed certification set out below:**

   "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

   (1) The prospective Consultant certifies, by submission of this bid or SOQ, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

   (2) When the prospective Consultant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this bib or SOQ.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction wa s entered into. If it is later determined that the prospective Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, UTA may pursue available remedies, including suspension and/or debarment.
3. The prospective Consultant shall provide immediate written notice to UTA if at any time the prospective Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "SOQ," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact UTA for assistance in obtaining a copy of those regulations.
5. The prospective Consultant agrees by submitting this SOQ that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is de barred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by UTA.
6. The prospective Consultant further agrees by submitting this SOQ that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to excee d that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, UTA may pursue available remedies including suspension and/or debarment.

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ATTACHMENT D: CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Andrew J. Vidor, Director of Planning, hereby certifies

(Name and Title of Company Official)

on behalf of Walker Consultants 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. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this 20th day of April, 2022.

By Andrew J. Vidor

(Signature of Authorized Official)

Director of Planning

(Title of Authorized Official)

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ATTACHMENT E: CARGO PREFERENCE -- USE OF UNITED STATES-FLAG VESSELS

Pursuant to Maritime Administration regulations, "Cargo Preference -- U.S.-Flag Vessels", 46 C.F.R. Part 381, the Consultant shall insert the following clauses in contracts it awards in which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project:

AS REQUIRED BY 46 C.F.R. PART 381, THE CONSULTANT AGREES --

(1) TO UTILIZE 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, MATERIALS, OR COMMODITIES PURSUANT TO THIS CONTRACT TO THE EXTENT SUCH VESSELS ARE AVAILABLE AT FAIR AND REASONABLE RATES FOR UNITED STATES-FLAG COMMERCIAL VESSELS.

(2) TO FURNISH WITHIN 20 DAYS FOLLOWING THE DATE OF LOADING FOR SHIPMENTS ORIGINATING WITHIN THE UNITED STATES, OR WITHIN 30 WORKING DAYS FOLLOWING THE DATE OF LOADING FOR SHIPMENT 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 PARAGRAPH (1) ABOVE TO THE AUTHORITY (THROUGH THE PRIME CONSULTANT IN THE CASE OF SUBCONSULTANT BILLS-OF-LADING) AND TO THE DIVISION OF NATIONAL CARGO, OFFICE OF MARKET DEVELOPMENT, MARITIME ADMINISTRATION, 400 SEVENTH STREET, S.W., WASHINGTON, D.C. 20590, MARKED WITH APPROPRIATE IDENTIFICATION OF THE PROJECT.

(3) TO INSERT THE SUBSTANCE OF THE PROVISIONS OF THIS CLAUSE IN ALL SUBCONTRACTS ISSUED PURSUANT TO THIS CONTRACT.

Date April 20, 2022

Signature Andrew J. Vidor

Title Director of Planning

DocuSign Envelope ID: D8E03AF6-8B40-421B-B79F-B17F973DB6B6

ATTACHMENT F: SOLICITATION STATISTICS

Dear Subconsultant:

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 SUBCONSULTANTS**. Return the form from each Offeror **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. If you have any questions, comments or suggestions, please contact Raymond Christy, UTA's DBE Liaison Officer (801) 262-5626 extension 3537.

This information will only be used for statistical purposes as allowed under 49 CFR Part 26.

Firm Name: Walker Consultants

Firm Address: 10375 Park Meadows Drive, Suite 425

Lone Tree, CO 80124

Status: Non-DBE _X_ DBE ____

Company's Type of Work: Civil Engineering

Month/Year firm started: 1965

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Company Owner(s) Ethnic Background (optional)

____African American	____ Asian	____Male
____Hispanic	____ Native American	____Female
____ Polynesian	____ Caucasian	____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	X

Name of Solicitation: TOD Station Area Consulting Services Pools

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ATTACHMENT G: Requirement for Written Subcontracts

(To be submitted with Bid or SOQ)

Provided that your firms Bid or SOQ is determined to be the winner for this Procurement, (UTA Number: 22-03567VW, Bidder/Offeror: Walker Consultants, does hereby acknowledge and agree to comply with by signing below, the Authority's requirement to have written subcontracts for all the Work provided for by subconsultants at any tier for the Work awarded to them through this Procurement, and that Bidder/Offeror will pass along all applicable requirements, federal or otherwise, but not limited thereto to all sub tier Consultants.

Company Name: Walker Consultants

Signed by: Andrew J. Vidos

Title: Director of Planning

Date: April 20, 2022

All work will be completed by Walker Consultants.
Subconsultants not required to complete project.

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EXHIBIT E -FEDERAL CLAUES

FEDERAL CLAUSES

ACCESS TO RECORDS AND REPORTS

The Consultant agrees to provide the Authority, 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 Consultant which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. The Consultant also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any project management oversight auditor access to the Consultant's records and construction sites pertaining to a major capital project (defined at 49 USC §5302(a)(1)), which is receiving federal financial assistance through the programs described at 49 USC §§5307, 5309 or 5311. The Consultant further agrees to include in all of its subcontracts and purchase orders under the Contract a provision to the effect that the Subconsultant or Supplier agrees that the Authority, the United States Department of Transportation and the Comptroller General of the United States, the project management oversight auditor, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the Subconsultant or Supplier.

INCORPORATION OF FTA TERMS

All contractual provisions required by the United States Department of Transportation, as set forth in the most recent edition and revisions of FTA Circular 4220.1F, "Third Party Contracting Guidance," are incorporated by reference into the Contract Documents. All FTA mandated terms shall take precedence over other conflicting terms, if any in the Contract Documents. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests that would cause the Authority to be in violation of any FTA terms and conditions.

FEDERAL CHANGES

The Consultant 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 the Authority and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. The Consultant's failure to so comply shall constitute a material breach of the Contract.

ENERGY CONSERVATION REQUIREMENTS

The Consultant 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.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Authority and the Consultant acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Authority, the Consultant or any other party (whether or not a party to the Contract) pertaining to any matter resulting from the Contract. The Consultant agrees to include the above clause in each subcontract or purchase order 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 Subconsultant or Supplier who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801, et seq. and United States Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Contract. Upon execution of the underlying Contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which the Work is being performed. In addition to other penalties that may be applicable, the

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Consultant 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 Consultant to the extent the federal government deems appropriate. The Consultant 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 USC §5307, the federal government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5307(n)(1) on the Consultant, to the extent the federal government deems appropriate. The Consultant agrees to include the above two clauses in each subcontract or purchase order 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 Subconsultant or Supplier who will be subject to the provisions.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

The Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that none of the Consultant, its principals (as defined at 49 CFR 29.995) or affiliates (as defined at 49 CFR 29.905) are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Consultant is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any subcontract or purchase order that it enters into. *(A certification is to be submitted with each bid or offer of $25,000 or more.)*

BUY AMERICA CERTIFICATION

Applicable Only to Contracts valued at more than $100,000]
Consultant shall comply with 49 USC 5323(j) and 49 CFR 661, as amended by MAP-21 stating that federal funds 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. Separate requirements for rolling stock are set out at 49 USC §5323(j)(2)(C) and 49 CFR §661.11. Rolling stock must be assembled in the United States and have the applicable percentage of domestic content required by 49 USC 5323(j) and 49 CFR 661. Consultant shall be responsible for ensuring that lower tier Consultants and subconsultants are in compliance with these requirements. All Offerors to the UTA solicitation for the Contract must include the appropriate Buy America certification with their responses and any response that is not accompanied by a completed Buy America Certification will be rejected as nonresponsive.

FLY AMERICA REQUIREMENTS

The Consultant agrees to comply with 49 USC §40118 and 41 CFR Part 301-10, which provide that Consultants are required to use United States -Flag air carriers for federally 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 49 USC §40118 and CFR Part 301-10.

CIVIL RIGHTS REQUIREMENTS

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment

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Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, 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 Consultant agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(3) The Consultant also 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

DISADVANTAGED BUSINESS ENTERPRISES (DBE)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **7%.** A separate contract goal ~~**[of __% DBE participation has]**~~ **[has not]** been established for this procurement. The goal of Race Neutral is established on locally funded projects and task orders. On federally funded projects and task orders, each will be reviewed individually and assessed for DBE participation.

b. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **{insert agency name}** deems appropriate. Each subcontract the Consultant signs with a subconsultant must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. ***{If a separate contract goal has been established, use the following}*** Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following **[concurrent with and accompanying sealed bid] [concurrent with and accompanying an initial SOQ] [prior to award]**:

1. The names and addresses of DBE firms that will participate in this contract;

2. A description of the work each DBE will perform;

3. The dollar amount of the participation of each DBE firm participating;

4. Written documentation of the bidder/offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal;

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5. Written confirmation from the DBE that it is participating in the contract as provided in the prime Consultant's commitment; and

6. If the contract goal is not met, evidence of good faith efforts to do so.

[Bidders][Offerors] must present the information required above **[as a matter of responsiveness] [with initial SOQs] [prior to contract award]** (see 49 CFR 26.53(3)).

{If no separate contract goal has been established, use the following} The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The Consultant is required to pay its subconsultants performing work related to this contract for satisfactory performance of that work no later than 30 days after the Consultant's receipt of payment for that work from the **{insert agency name}.** In addition, **[the Consultant may not hold retainage from its subconsultants.] [is required to return any retainage payments to those subconsultants within 30 days after the subconsultant's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subconsultants within 30 days after incremental acceptance of the subconsultant's work by the {insert agency name} and Consultant's receipt of the partial retainage payment related to the subconsultant's work.]**

e. The Consultant must promptly notify **{insert agency name}**, whenever a DBE subconsultant performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subconsultant to perform at least the same amount of work. The Consultant may not terminate any DBE subconsultant and perform that work through its own forces or those of an affiliate without prior written consent of **{insert agency name}.**

TERMINATION

(For contracts over $10,000.00)

a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Consultant when it is in the Government's best interest. The Consultant shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Consultant shall promptly submit its termination claim to (Recipient) to be paid the Consultant. If the Consultant has any property in its possession belonging to the (Recipient), the Consultant 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 Consultant does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Consultant fails to perform in the manner called for in the contract, or if the Consultant fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant 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 Consultant 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 Consultant, the (Recipient), after setting up a new delivery of performance schedule, may allow the Consultant 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 Consultant [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 Consultant 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 consultant of written notice from

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(Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Consultant. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against consultant 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 Consultant 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 Consultant refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Consultant 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 Consultant a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete 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 Consultant and its sureties shall be liable for any damage to the Recipient resulting from the Consultant's refusal or failure to complete the work within specified time, whether or not the Consultant's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Consultant's right to proceed shall not be terminated nor the Consultant 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 Consultant. Examples of such causes include acts of God, acts of the Recipient, acts of another Consultant in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the Consultant, 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 Consultant's right to proceed, it is determined that the Consultant 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.

DEBARMENT AND SUSPENSION

[Applicable Only to Contracts valued at more than $25,000]

Consultant shall comply and facilitate compliance with U.S. DOT regulations, "No procurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (No procurement)," 2 CFR Part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the Contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the Contract amount. As such, Consultant shall verify that its principals, affiliates, and subconsultants are eligible to participate in this federally funded contract and are not presently declared by any federal department or agency to be: (i) debarred from participation in any federally assisted award; (ii) suspended from participation in any federally assisted award; (iii) proposed for debarment from participation in any federally assisted award; (iv) declared ineligible to participate in any federally assisted award; (iv) voluntarily excluded from participation in any federally assisted award; and/or (v) disqualified from participation in ay federally assisted award. By submitting a response to UTA's solicitation for the Contract,

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Consultant has certified that the foregoing items (i) through (v) are true. The certification in this clause is a material representation of fact relied upon by UTA. If it is later determined by UTA that Consultant knowingly rendered an erroneous certification, in addition to other remedies available that may be available to UTA, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant agrees to comply with the requirements of 2 CFR Part 180, subpart C, as supplemented by 2 CFR Part 1200, during the Contract term. Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ADA ACCESS

ADA Access for Individuals with Disabilities – The Consultant agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing.

Domestic Preference

In accordance with 2 CFR 200.322 all Consultants shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
For purposes of this clause:

a. ” Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through application of coatings, occurred in the United States.
b. “Manufacturing products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

This requirement must be included in all subcontracts awarded under this award.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

In accordance with 2 CFR 200.216, Consultant and its subconsultants 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.

a. “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

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e. Dahua Technology Company
f. Any subsidiary of the above listed entities.

Federal Clauses Applicable only to Construction Contracts

CLEAN AIR REQUIREMENTS

The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401, et seq. The Consultant agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office. The Consultant also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with federal assistance provided by FTA.

CLEAN WATER REQUIREMENTS

The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251, et seq. The Consultant agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate Regional Office of the United States Environmental Protection Agency. The Consultant also agrees to include these requirements in each subcontract or purchase order exceeding $100,000 financed in whole or in part with federal assistance provided by FTA.

FLY AMERICA REQUIREMENTS

The Consultant agrees to comply with 49 USC §40118 and 41 CFR Part 301-10, which provide that Consultants are required to use United States -Flag air carriers for federally 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 49 USC §40118 and CFR Part 301-10.

SEISMIC SAFETY REQUIREMENTS

The Consultant 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 Consultant also agrees to ensure that all work performed under this contract including work performed by a subconsultant is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

DAVIS-BACON ACT PREVAILING WAGE AND COPELAND ACT ANTI-KICKBACK REQUIREMENTS

(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 Consultant 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 quarterly) 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 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 consultant and its subconsultants at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
(ii)(A) UTA's Civil Rights Compliance Office 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. UTA's Civil Rights Compliance Office shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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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

(1) The classification is utilized in the area by the construction industry; and

(2) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(3) 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 Consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and UTA's Civil Rights Compliance Office 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 UTA's Civil Rights Compliance Office 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 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(C) In the event Consultant, the laborers or mechanics to be employed in the classification or their representatives, and UTA's Civil Rights Compliance Office do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), UTA's Civil Rights Compliance Office shall refer the questions, including the views of all interested parties and the recommendation of UTA's Civil Rights Compliance Office, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under the 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, Consultant 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 Consultant does not make payments to a trustee or other third person, Consultant 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 consultant, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require Consultant to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) UTA's Civil Rights Compliance Office 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. UTA's Civil Rights Compliance Office shall approve an additional classification and wage rate and fringe benefits therefore 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 Consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and UTA's Civil Rights Compliance Office 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 UTA's Civil Rights Compliance Office to the Administrator of the Wage and Hour Division, Employment

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Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(C) In the event Consultant, the laborers or mechanics to be employed in the classification or their representatives, and UTA's Civil Rights Compliance Office do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), UTA's Civil Rights Compliance Office shall refer the questions, including the views of all interested parties and the recommendation of UTA's Civil Rights Compliance Office, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under the 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 Consultant under the Contract or any other federal contract for which Consultant is the prime Consultant, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by 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 Consultant or any subconsultant 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 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 consultant during the course of the work and preserved for a period of three 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, Consultant 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. If Consultant employs apprentices or trainees under approved programs, Consultant 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) Consultant shall submit weekly for each week in which any work under the Contract is performed a copy of all payrolls to UTA for transmission to the FTA. 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 WH-347 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. Consultant is responsible for the submission of copies of payrolls by all subconsultants.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by consultant or subconsultant or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following: 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

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complete:

(1) 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; and

(2) 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 (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject Consultant or subconsultant to civil or criminal prosecution under Section 1001 of title 18 and Section 231 of title 31 of the United States Code.

(iii) Consultant and any subconsultant shall make the records required under paragraph (3) of this section available for inspection, copying, or transcription by authorized representatives of the FTA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If Consultant or subconsultant fails to submit the required records or to make them available, the federal agency may, after written notice to 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 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 consultant 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 Consultant 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 Consultant's or subconsultant'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, Consultant 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

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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, Consultant 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 "Anti-Kickback" Act Requirements – Consultant shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in the Contract. Consultant 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 – Consultant and any subconsultant shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. Consultant shall be responsible for the compliance by any subconsultant or lower tier subconsultant with all the contract clauses in 29 CFR 5.5.

BONDING REQUIREMENTS

(Applicable Only to Contracts valued at more than $150,000]

Unless a different requirement is set forth in the Contract, Consultant shall maintain the following bonds:

A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

A performance bond in the amount of **100%** of the Contract value is required by the Recipient to ensure faithful performance of the Contract. The performance bond shall be provided by consultant and shall remain in full force for the term of the Contract. Consultant will provide the performance bond to UTA within ten (10) business days from execution of the Contract. The performance bond must be provided by a fully qualified surety company acceptable to the UTA and listed as a company currently authorized under 31 CFR Part 22 as possessing a certificate of authority as described thereunder. UTA may require additional performance bond protection if the Contract price is increased. The increase in protection shall generally equal 100 percent of the increase in Contract price. UTA may secure additional protection by directing Consultant to increase the amount of the existing bond or to obtain an additional bond.

A labor and materials payment bond equal to the full value of the Contract must be furnished by Consultant to UTA as security for payment by consultant and subconsultants for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to UTA and listed as a company currently authorized under 31 CFR Part 223 as possessing a certificate of authority as described thereunder.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 11/30/2022

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Mary DeLoretto, Chief Service Development Officer
PRESENTER(S):	Jordan Swain, TOC Project Manager

TITLE:

Contract: Task Ordering Agreement for TOD Station Area Planning Consultant Pool B (Wall Consultant Group)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Authorize the Executive Director to execute the task ordering agreement with Wall Consultant Group to add them to the Station Area Planning Pool of Consultants (Pool B).

BACKGROUND:
UTA is providing technical assistance to cities that are completing station area planning work in response Utah House Bill (HB)462 requirements.

DISCUSSION:
In response to HB462, the Transit Oriented Communities (TOC) Department is setting up and maintaining pools of pre-qualified consultants that may be solicited to complete particular tasks related to transit-oriented development (TOD) station area planning via task order. Said pools will increase UTA's efficiency and ability to respond to the needs of our partner cities. Wall Consultant Group has been selected for Pool B: Infrastructure Needs Assessment. No work is authorized, nor funds obligated until a task order is issued under this contract. Individual task orders totaling $200,000 or more will be brought to the board for approval. If the total cost of all task orders issued under this agreement exceeds $600,000, additional Board approval will be required.

CONTRACT SUMMARY:

Contractor Name:	Wall Consultant Group
Contract Number:	22-0356717
Base Contract Effective Dates:	12/01/2022 to 11/01/2027
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	$0
Procurement Method:	RFQU (Qualifications)
Budget Authority:	This project is included in the 2022 Capital Budget.

ALTERNATIVES:

Procure services to help cities with station area planning through individual RFPs rather than use a pool of qualified vendors. This could significantly slow the process of station area planning.

FISCAL IMPACT:

Station area plans will be funded through a combination of FTA grants, partner funds, and UTA capital project funds. Task orders will be issued and executed as funds are available and accounted for in the approved capital budget.

ATTACHMENTS:

1. Task Ordering Agreement

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TASK ORDERING AGREEMENT FOR PROFESSIONAL SERVICES
UTA CONTRACT #22-0356717VW
TOD Station Area Planning Consultant Pool B

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 Wall Consultant Group (WCG). ("Consultant").

RECITALS

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

WHEREAS, On March 17, 2022, UTA issued Request for Qualifications Package Number 22-03567 ("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.

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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. The Consultant's 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 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.

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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. 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 November 1, 2027. 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

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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

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. 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.

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

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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. Consultant shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services. Consultant shall submit invoices to ap@rideuta.com for processing and payment. 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

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b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods 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.

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

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consent of UTA. The following personnel are considered to be "key" under this clause:
Gary Horton, SE – Project Manger
Shawn Seager, AICP – Deputy PM
Brent Schvaneveldt, PE – QC/QA

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:

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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

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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 Consultant or subconsultant under this Contract are considered confidential and shall not be made available to any person, organization,

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

mitigation of the breach for review and approval by UTA.

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

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 Indemnitee, Consultant's indemnity obligation set forth above will not be limited by any limitation

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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 Consultant from liabilities that might arise out of the performance of the work under this contract by the Consultant, his agents, representatives, employees or subconsultants and Consultant is free to purchase additional insurance as may be determined necessary.

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

1. Commercial General Liability – Occurrence Form
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $4,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $2,000,000

   a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be 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".

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3. Worker's Compensation and Employers' Liability

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

a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.

b. This requirement shall not apply when a consultant or subconsultant is exempt under UCA 34A-2-103, AND when such consultant or subconsultant executes the appropriate waiver form.

4. Professional Liability (Errors and Omissions Liability)
The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

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

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

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.

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

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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 insurancecerts@rideuta.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 contract administrator Vicki Woodward email address at vwoodward@rideuta.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. SUBCONSULTANTS: Consultants' certificate(s) shall include all subconsultants as additional insureds under its policies or subconsultants shall maintain separate insurance as determined by the Consultant, however, subconsultant's limits of liability shall not be less than $1,000,000 per occurrence / $2,000,000 aggregate. Sub-consultants maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-consultants. Utah Transit Authority must be scheduled as an additional insured on any sub-consultant policies.

G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the 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

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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 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.

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.

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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	**WALL CONSULTANT GROUP (WCG)**	
UTA's Project Manager	Consultant's PM / Vice President	Five calendar days
UTA's Director of Real Estate & TOD	Consultant's Principal in Charge	Five calendar days
UTA's Chief Service Development Officer	Consultant's President	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

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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: Vicki Woodward
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
Wall Consultant Group (WCG)
Gary Horton, SE
Project Manager
2139 S 1260 W
Salt Lake City, UT 84119

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

30. INSURANCE COVEREAGE REQUIREMENTS FOR CONSULTANT EMPLOYEES ON DESIGN AND CONSTRUCTION CONTRACTS

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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-818.5for the subconsultant's employees and the employee's dependents during the duration of the subcontract.

31. 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

32. 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.

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

Consultant 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.

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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.

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:		**WALL CONSULTANT GROUP (WCG)**	
By	Date:	By: DocuSigned by: Gary Horton 76373677DBBE400...	Date: 11/3/2022
Jay Fox,		Gary Horton, SE	
Executive Director		Project Manager	
		Federal ID #86-1136352	

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By Date:

Mary DeLoretto,

Chief Service Development Officer

Approved as to Content and Form

By: DocuSigned by: Michael Bell 70E33A415BA44F6... Date: 11/8/2022

Mike Bell, AAG State of Utah

And UTA Legal Counsel

Reviewed & Recommended

By: DocuSigned by: Jordan Swain AFECC1DBE605447... Date: 11/8/2022

Jordan Swain

TOD Project Manager

UTA Project Number 22-0356717VW

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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.

Task Orders using FTA funds shall include required FTA assurances and clauses. DBE utilization shall be determined on a task order by task order basis.

UTA is awarding of one or more Master Tasks Ordering Agreements(s) (MTOA). Wall Consultant Group (WCG), being awarded a MTOA for

POOL B: Infrastructure Needs Assessments

The Period of Performance shall be until November 1, 2027. Task Orders will be issued as needed.

Overall management of the MTOA and Task Orders will be under the direction of UTA through the TOD Office. Work by the selected Consultant shall be in conformance with the pricing, schedule, staffing plan, and budget included in the MTOA and the individual Task Orders.

The Consultant is expected to perform and fulfill the following activities and requirements for Utah Transit Authority. UTA plans to invest in its people, leverage our human capital, and cultivate UTA way mindset and behaviors. Regular organizational assessments, intact team agility work and ongoing coaching and consulting with senior leadership will arm UTA employees and leaders with the tools and skills necessary to succeed.

POOL B: Infrastructure Needs Assessments

Element 1: Assessment and Recommendations

Consultant will produce an assessment of the existing horizontal infrastructure in the Station Area as it relates to the intensity of proposed development in the Station Area Plan's shared vision. Any gaps between the current infrastructure capacity and the capacity necessary to support new development defined in the vision must be detailed as distinct capital projects. Rationalization for each project must be tied to codified engineering and load requirements. Examples of such projects are state, county, and municipal capital facilities, including water, sewer, transportation, broadband, solid waste, drainage, flood protection, earthquake protection, and environmental remediation needs.

Element 2: Cost and Financing Analysis

All of Consultant's recommendations for new infrastructure requirements must be paired with a present cost estimate and funding options. At a minimum, those

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options should consider impact fee financing, tax increment financing, municipal bonding, and federal, state, and local grant opportunities.

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EXHIBIT B – PRICING

22-03567VW UTA TOD Station Area Consulting Services "Form A" Cost Rate Form
POOL B: Infrastructure Needs Assessments
Wall Consutant (WCG)

No.	Firm	Prime	Sub	Last Name	First Name	Discipline/Classification	Basic Hourly Rate	Overhead rate Percentage	Fee	Fully Burdened Bill Rate
1	WCG	x		Horton	Gary	Principal / Project Manager	$ 83.25	121.56%	12.00%	$ 196.59
2	WCG	x		Page	Daniel	Infrastructure Lead	$ 79.90	121.56%	12.00%	$ 188.68
3	WCG	x		Nuesmeyer	Ryan	Senior Engineer	$ 79.00	121.56%	12.00%	$ 186.56
4	WCG	x		Williams	Ben	Utilities Engineer	$ 66.00	121.56%	12.00%	$ 155.86
5	WCG	x		Olson	Aaron	Engineer	$ 62.00	121.56%	12.00%	$ 146.41
6	WCG	x		Albrecht	Bryce	Engineer	$ 70.00	121.56%	12.00%	$ 165.30
7	WCG	x		Peterson	Paul	Lighting Engineer	$ 66.00	121.56%	12.00%	$ 155.86
8	WCG	x		Searle	Jeremy	Safety Engineer	$ 70.00	121.56%	12.00%	$ 165.30
9	WCG	x		Richards	Chelsea	Senior Field Technician	$ 62.00	121.56%	12.00%	$ 146.41
10	WCG	x		Williams	Darren	Survey/ROW Lead	$ 66.00	121.56%	12.00%	$ 155.86
11	WCG	x		Postak	Jordan	Survey Technician	$ 35.00	121.56%	12.00%	$ 82.65
12	WCG	x		Moore	Rod	Survey Technician	$ 45.00	121.56%	12.00%	$ 106.27
13	WCG	x		Meibos	Bryant	Survey Technician	$ 31.50	121.56%	12.00%	$ 74.39
14	WCG	x		Chipman	Andy	PLS	$ 48.50	121.56%	12.00%	$ 114.53
15	WCG	x		Wall	Zach	Field Technician	$ 31.50	121.56%	12.00%	$ 74.39
16	WCG	x		Beene	Andrew	EIT	$ 58.00	121.56%	12.00%	$ 136.97
17							$	%	%	$
18							$	%	%	$
19							$	%	%	$
20							$	%	%	$

Signature: Date: 8/10/2022

Title: Vice President

Wall Consultant Group (WCG) annual rate adjustment occurs Oct 1 of each year starting 2023: * Annual escalation of 3%

CONTRACT PRICING STRUCTURE

For the avoidance of doubt, this contract is a firm fixed price labor hour contract. The labor rates for the various categories of labor to be used under this contract are loaded with overhead, profit and G& A and are fixed for the life of the contract subject to a yearly 3% escalation factor.

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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 _____, (Consultant) 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 Consultant 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 Consultant or its appointed representative

UTAH TRANSIT AUTHORITY:

By: _____
Date

By: _____
Date

By: _____
Date

By: _____

CONSULTANT:

By: _____

Date: _____

ATTACHMENT 1 – TASK ORDER STATEMENT OF WORK OR SERVICES

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EXHIBIT D – FEDERAL FORMS

ATTACHMENT A:

EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE STATEMENT

The undersigned states on behalf of the Bidder / Respondent Wall Consultant Group (WCG).

A. The Bidder / Respondent 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 / Respondent 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 / Respondent designates --

Name Gary Horton, SE

Title Vice President

as the person assigned the responsibility for securing compliance with and reporting progress to the Bidders/Respondents and UTA's Civil Rights Office on all EEO efforts initiated and taken.

C. Bidder / Respondent 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 / Respondent 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 / Respondent EEO and DBE requirements.

D. Bidder / Respondent agrees to make every reasonable good faith effort to utilize DBE's in the performance of this contract. Bidder / Respondent will take affirmative steps to meet the DBE contract goal set for this bid.

Company Name: Wall Consultant Group (WCG)
Address: 2139 S. 1260 W., Salt Lake City, UT 84119
Signed: Gary Horton, SE
Date: May 26, 2021
Title: Vice President
Phone Number: 801-879-8134
Email: gary.horton@wcg.us

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ATTACHMENT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER

INELIGIBILITY AND VOLUNTARY EXCLUSION FROM TRANSACTIONS

FINANCED IN PART BY THE U.S. GOVERNMENT

This certification is made in accordance with Executive Order 12549, 49 CFR Part 29, 31 USC §6101 and similar federal requirements regarding debarment, suspension and ineligibility with respect to federally-funded contracts.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or Statement of Qualification, the bidder or Respondent certifies as follows:

> The certification in this clause is a material representation of fact relied upon by the Federal Transit Administration. If it is later determined that the bidder or Respondent knowingly rendered an erroneous certification, in addition to remedies available to the Federal Transit Administration, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or Respondent agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or Respondent further agrees to include a provision requiring such compliance in its lower tier covered transactions.

If the bidder or Respondent is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing an "X" in the following space _____

_____

Signature of the Bidder or Respondent Authorized Official

Gary Horton, Vice President

Name and Title of the Bidder or Respondent Authorized Official

FEDERAL ID # 861136352

Date: April 21, 2022

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Instructions for Certification

1. **By signing and submitting this bid or Statement of Qualification, the prospective contractor is providing the signed certification set out below:**

2. **"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"**

   (1) The prospective contractor certifies, by submission of this bid or Statement of Qualification, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

   (2) When the prospective contractor is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this bib or Statement of Qualification.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, UTA may pursue available remedies, including suspension and/or debarment.
3. The prospective contractor shall provide immediate written notice to UTA if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "Statement of Qualification," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact UTA for assistance in obtaining a copy of those regulations.
5. The prospective contractor agrees by submitting this Statement of Qualification that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by UTA.
6. The prospective contractor further agrees by submitting this Statement of Qualification that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the No procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, UTA may pursue available remedies including suspension and/or debarment.

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ATTACHMENT D

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Gary Horton, Vice President, hereby certifies
(Name and Title of Company Official)

on behalf of Wall Consultant Group (WCG) 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. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this 21st day of April, 2022

By _____
(Signature of Authorized Official)

Vice President
(Title of Authorized Official)

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ATTACHMENT F

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 to 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 Bidder **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. If you have any questions, comments or suggestions, please contact Andrew Gray, UTA's Civil Rights Compliance Officer (801) 287-3533.

This information will only be used for statistical purposes as allowed under 49 CFR Part 26.

Firm Name: Wall Consultant Group (WCG)

Firm Address: 2139 S. 1260 W., Salt Lake City, UT 84119

Status: Non-DBE X DBE ____

Company's Type of Work: Engineering

Month/Year firm started: April 2014

Company Owner(s) Ethnic Background (optional)

____African American	____ Asian	____Male
____Hispanic	____ Native American	____Female
____ Polynesian	X Caucasian	____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	X
$10 Million - $16.7 Million	_____	Above $16.7 Million	_____

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Name of Solicitation: TOD Station Area Consulting Services Pools

ATTACHMENT G:

Requirement for Written Subcontracts

(To be submitted with Bid or Statement of Qualification)

Provided that your firms Bid or Statement of Qualification is determined to be the winner for this Procurement, (UTA Number: 22-03567VW, Bidder/Respondent: WCG, does hereby acknowledge and agree to comply with by signing below, the Authority's requirement to have written subcontracts for all the Work provided for by subcontractors at any tier for the Work awarded to them through this Procurement, and that Bidder/Respondent will pass along all applicable requirements, federal or otherwise, but not limited thereto to all sub tier contractors.

Company Name: Wall Consultant Group (WCG)

Signed by: Gary Horton, SE

Title: Vice President

Date: April 21, 2022

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LIST OF SUBCONTRACTORS

Item of Work	% of Contract	"D"	Proposed Subcontractor Name and Address

If there are no such persons, firms, or corporations, please so state in the following space:

None

The participation of disadvantaged-owned companies as shown above will be incorporated into any contract awarded as a result of this Request for Qualifications.

The undersigned bidder/Respondent does hereby certify that the above listed subcontractors have full knowledge that their names have been offered as subcontractors for the work, and the bidder/Respondent further certifies that these subcontractors have consented to listing their names herein.

C. ADDENDA

The undersigned bidder/Respondent acknowledges receipt of the following addenda:

Addendum No.___ Date_____

Addendum No.___ Date_____

Addendum No.___ Date_____

Addendum No.___ Date_____

Failure to acknowledge receipt of all addenda may cause the bid/Statement of Qualification to be rejected as non-responsive.

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D. SIGNATURE

The undersigned bidder/Respondent certifies that it and each of its subcontractors possess an adequate supply of workers qualified to perform the work specified herein; that there is no existing or impending dispute between it and any labor organization; and that it is prepared to comply fully with prevailing wage requirements, minimum wages, maximum hours of work, and equal opportunity provisions contained in the general conditions of the contract.

This bid/Statement of Qualification is submitted upon the declaration that neither I (we) nor, to the best of my (our) knowledge, none of the members of my (our) firm or company have either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding/proposing in connection with this bid/Statement of Qualification.

Dated at 10:30, this 21 day of April, 20 22.

Signature of Bidder/Respondent:

If an individual:

doing business as_____.

By_____

If a partnership:

By_____, General Partner

If a corporation: WCG.

a S corporation,

By Dan Young, President

Attest: Lori Brainard, Secretary

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ATTACHMENT I

NON-COLLUSION affidavit

I hereby certify that I am (the) (a) and duly authorized representative of , whose address is , and that neither I nor the above entity I represent has:

A) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Bidder) to solicit or secure this Contract; or

B) Agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract; or

C) Paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above Bidder) any fee, contribution, donation, or consideration of any kind for or in connection with procuring or carrying out this Contract.

Further, I represent the following:

1) No attempt has been made to induce any Bidder or potential Bidder to refrain from proposing on this Contract;

2) The Bid submitted by the entity I represent is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any other entity or person to submit a noncompetitive Bid; and

3) The entity that I represent and its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency, either foreign or in the United States (US), and have not in the last five years been convicted or found liable for any act prohibited by any state or federal law in any jurisdiction of the US, or the laws of any foreign government, involving conspiracy or collusion with respect to bidding or proposing on any public contract.

I acknowledge that this affidavit is furnished to the Utah Transit Authority (UTA) in connection with this Contract in accordance with applicable state and federal laws, both criminal and civil.

(Signature) 4-21-2022 (Date)

SWORN TO AND SUBSCRIBED BEFORE ME AT ,

THIS _____ DAY OF _____, 20__.

(SEAL)

BY:

(Notary Public)

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FORM A

COMMITMENT TO ASSIGN IDENTIFIED RESOURCES TO THE PROJECT

Respondent's Name:

1. Understanding UTA's concern that the personnel resources specifically represented and listed in this Statement of Qualification actually be assigned to the DB and O&M Contract (if awarded to this Respondent) and not also be committed to other projects, Gary Horton, SE (name of Respondent) commits that the personnel resources shown in the Statement of Qualification will be available to the extent within this Respondent's control. If awarded the DB (and O&M) Contract, this Respondent will undertake all reasonable efforts to provide all the key personnel identified in its Statement of Qualification on a full time basis for the periods necessary to fulfill their responsibilities.

2. In making this commitment, we include the following reservations: (If made without reservation, enter "NONE.")

_____.

Signed: Date: 4-21-2022

Printed Name: Gary Horton

Title: Vice President

(To be executed by the Respondent's designated Project Manager.)

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ATTACHMENT A-1: DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM

DBE PROJECT GOAL: Race Neutral

The Bidder / Offeror 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/SOQ as non-responsive. Race neutral procurements do not require good faith effort documentation.

❑ **Bidder / Offeror *will meet or exceed* the DBE goal for this contract**. If awarded this contract, Bidder / Offeror 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/Offerors 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.

DBE Name & Address	Description of Work	$ Amount of Participation	% of Total Price
_____	_____	$_____	_____%
_____	_____	$_____	_____%
_____	_____	$_____	_____%
_____	_____	$_____	_____%

(Attach additional sheets if necessary)

❑ Bidder / Offeror *does not* meet the DBE goal for this contract. **Bidder / Offeror certifies that it has made good faith efforts** in accordance with the bid/SOQ 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.**

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❑ Bidder / Offeror *does not* meet the DBE goal for this contract. **Bidder / Offeror certifies that there exists no opportunity for subcontracting as part of this project**. It is the general practice of Bidder / Offeror'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.

Date: _____

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

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ATTACHMENT A-2: SAMPLE LETTER OF INTENT TO SUBCONTRACT WITH DBE FIRM

(COMPANY LETTERHEAD)

(DATE)

(DBE)

(Name and Address)

Reference: *(Project Name and Bid/SOQ Number)*

(Appropriate Salutation)

Our firm is submitting a bid/SOQ 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 Consultant 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 Consultant:**
_____	_____
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 subconsultant must be listed, and all amounts to be paid to the DBE subconsultant must be specified.

THE SUCCESSFUL BIDDERS/ OFFERORS SHALL REQUIRE ALL SUBCONSULTANTS TO COMPLETE AND SUBMIT THE FEDERAL CERTIFICATION ATTACHMENTS A, A-1, A-2, A-3, A-5, B, C, D, E, F AND G IF APPLICABLE.

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ATTACHMENT A-3: GOOD FAITH EFFORTS DOCUMENTATION FORM

Whether a Bidder / Offeror meets or does not meet the DBE goal, the Bidder / Offeror must submit this form with its DBE Participation Form (Attachment A-1). **In the case of a race neutral project, the Bidder / Offeror is not required to submit good faith efforts documentation.** The Bidder / Offeror must submit a copy of the document(s) sent to DBE's. Failure to submit this form with its bid/SOQ and requested additional documentation may render the bid/SOQ non-responsive. UTA's DBE Liaison Officer may require that the Bidder / Offeror 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 / Offeror 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:_____

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ATTACHMENT B: BUY AMERICA CERTIFICATE

Solicitation No._____

Exhibit ___

UTAH TRANSIT AUTHORITY

BUY AMERICA CERTIFICATE

(Federally assisted Contract)

SECTION (1); Certify only for IRON, Steel or MANUFACTURED PRODUCTS: ***(Mark One)***

○ **CERTIFICATE OF COMPLIANCE WITH SECTION** 165(a). The offeror hereby certifies that it *will comply* with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, *and* the applicable regulations of 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 Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it *may qualify for an exception* to the requirement pursuant to Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and 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 Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, 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 Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but it *may qualify for an exception* to the requirement consistent with Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and 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 Date

_____

Title

_____

Name of Company/Offeror

Rev 5/30/07

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ATTACHMENT E: CARGO PREFERENCE -- USE OF UNITED STATES-FLAG VESSELS

Pursuant to Maritime Administration regulations, "Cargo Preference -- U.S.-Flag Vessels", 46 C.F.R. Part 381, the Consultant shall insert the following clauses in contracts it awards in which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project:

AS REQUIRED BY 46 C.F.R. PART 381, THE CONSULTANT AGREES --

(1) TO UTILIZE 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, MATERIALS, OR COMMODITIES PURSUANT TO THIS CONTRACT TO THE EXTENT SUCH VESSELS ARE AVAILABLE AT FAIR AND REASONABLE RATES FOR UNITED STATES-FLAG COMMERCIAL VESSELS.

(2) TO FURNISH WITHIN 20 DAYS FOLLOWING THE DATE OF LOADING FOR SHIPMENTS ORIGINATING WITHIN THE UNITED STATES, OR WITHIN 30 WORKING DAYS FOLLOWING THE DATE OF LOADING FOR SHIPMENT 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 PARAGRAPH (1) ABOVE TO THE AUTHORITY (THROUGH THE PRIME CONSULTANT IN THE CASE OF SUBCONSULTANT BILLS-OF-LADING) AND TO THE DIVISION OF NATIONAL CARGO, OFFICE OF MARKET DEVELOPMENT, MARITIME ADMINISTRATION, 400 SEVENTH STREET, S.W., WASHINGTON, D.C. 20590, MARKED WITH APPROPRIATE IDENTIFICATION OF THE PROJECT.

(3) TO INSERT THE SUBSTANCE OF THE PROVISIONS OF THIS CLAUSE IN ALL SUBCONTRACTS ISSUED PURSUANT TO THIS CONTRACT.

Date _____

Signature _____

Title _____

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EXHIBIT E -FEDERAL CLAUES

FEDERAL CLAUSES

ACCESS TO RECORDS AND REPORTS

The Consultant agrees to provide the Authority, 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 Consultant which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. The Consultant also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any project management oversight auditor access to the Consultant's records and construction sites pertaining to a major capital project (defined at 49 USC §5302(a)(1)), which is receiving federal financial assistance through the programs described at 49 USC §§5307, 5309 or 5311. The Consultant further agrees to include in all of its subcontracts and purchase orders under the Contract a provision to the effect that the Subconsultant or Supplier agrees that the Authority, the United States Department of Transportation and the Comptroller General of the United States, the project management oversight auditor, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the Subconsultant or Supplier.

INCORPORATION OF FTA TERMS

All contractual provisions required by the United States Department of Transportation, as set forth in the most recent edition and revisions of FTA Circular 4220.1F, "Third Party Contracting Guidance," are incorporated by reference into the Contract Documents. All FTA mandated terms shall take precedence over other conflicting terms, if any in the Contract Documents. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests that would cause the Authority to be in violation of any FTA terms and conditions.

FEDERAL CHANGES

The Consultant 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 the Authority and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. The Consultant's failure to so comply shall constitute a material breach of the Contract.

ENERGY CONSERVATION REQUIREMENTS

The Consultant 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.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Authority and the Consultant acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Authority, the Consultant or any other party (whether or not a party to the Contract) pertaining to any matter resulting from the Contract. The Consultant agrees to include the above clause in each subcontract or purchase order 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 Subconsultant or Supplier who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801, et seq. and United States Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Contract. Upon execution of the underlying Contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has

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made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which the Work is being performed. In addition to other penalties that may be applicable, the Consultant 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 Consultant to the extent the federal government deems appropriate. The Consultant 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 USC §5307, the federal government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5307(n)(1) on the Consultant, to the extent the federal government deems appropriate. The Consultant agrees to include the above two clauses in each subcontract or purchase order 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 Subconsultant or Supplier who will be subject to the provisions.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

The Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that none of the Consultant, its principals (as defined at 49 CFR 29.995) or affiliates (as defined at 49 CFR 29.905) are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Consultant is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any subcontract or purchase order that it enters into. *(A certification is to be submitted with each bid or offer of $25,000 or more.)*

BUY AMERICA CERTIFICATION

Applicable Only to Contracts valued at more than $100,000]
Consultant shall comply with 49 USC 5323(j) and 49 CFR 661, as amended by MAP-21 stating that federal funds 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. Separate requirements for rolling stock are set out at 49 USC §5323(j)(2)(C) and 49 CFR §661.11. Rolling stock must be assembled in the United States and have the applicable percentage of domestic content required by 49 USC 5323(j) and 49 CFR 661. Consultant shall be responsible for ensuring that lower tier Consultants and subconsultants are in compliance with these requirements. All Offerors to the UTA solicitation for the Contract must include the appropriate Buy America certification with their responses and any response that is not accompanied by a completed Buy America Certification will be rejected as nonresponsive.

FLY AMERICA REQUIREMENTS

The Consultant agrees to comply with 49 USC §40118 and 41 CFR Part 301-10, which provide that Consultants are required to use United States -Flag air carriers for federally 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 49 USC §40118 and CFR Part 301-10.

CIVIL RIGHTS REQUIREMENTS

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL)

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regulations, "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), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, 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 Consultant agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(3) The Consultant also 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

DISADVANTAGED BUSINESS ENTERPRISES (DBE)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **7%.** A separate contract goal ~~**[of __% DBE participation has]**~~ **[has not]** been established for this procurement. The goal of Race Neutral is established on locally funded projects and task orders. On federally funded projects and task orders, each will be reviewed individually and assessed for DBE participation.

b. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **{insert agency name}** deems appropriate. Each subcontract the Consultant signs with a subconsultant must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. ***{If a separate contract goal has been established, use the following}*** Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following **[concurrent with and accompanying sealed bid] [concurrent with and accompanying an initial SOQ] [prior to award]**:

1. The names and addresses of DBE firms that will participate in this contract;

2. A description of the work each DBE will perform;

3. The dollar amount of the participation of each DBE firm participating;

4. Written documentation of the bidder/offeror's commitment to use a DBE subconsultant whose participation

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it submits to meet the contract goal;

5. Written confirmation from the DBE that it is participating in the contract as provided in the prime Consultant's commitment; and

6. If the contract goal is not met, evidence of good faith efforts to do so.

[Bidders][Offerors] must present the information required above **[as a matter of responsiveness] [with initial SOQs] [prior to contract award]** (see 49 CFR 26.53(3)).

{If no separate contract goal has been established, use the following} The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The Consultant is required to pay its subconsultants performing work related to this contract for satisfactory performance of that work no later than 30 days after the Consultant's receipt of payment for that work from the **{insert agency name}.** In addition, **[the Consultant may not hold retainage from its subconsultants.] [is required to return any retainage payments to those subconsultants within 30 days after the subconsultant's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subconsultants within 30 days after incremental acceptance of the subconsultant's work by the {insert agency name} and Consultant's receipt of the partial retainage payment related to the subconsultant's work.]**

e. The Consultant must promptly notify **{insert agency name}**, whenever a DBE subconsultant performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subconsultant to perform at least the same amount of work. The Consultant may not terminate any DBE subconsultant and perform that work through its own forces or those of an affiliate without prior written consent of **{insert agency name}.**

TERMINATION

(For contracts over $10,000.00)

a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Consultant when it is in the Government's best interest. The Consultant shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Consultant shall promptly submit its termination claim to (Recipient) to be paid the Consultant. If the Consultant has any property in its possession belonging to the (Recipient), the Consultant 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 Consultant does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Consultant fails to perform in the manner called for in the contract, or if the Consultant fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant 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 Consultant 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 Consultant, the (Recipient), after setting up a new delivery of performance schedule, may allow the Consultant 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 Consultant [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

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If Consultant 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 consultant 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 Consultant. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against consultant 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 Consultant 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 Consultant refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Consultant 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 Consultant a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete 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 Consultant and its sureties shall be liable for any damage to the Recipient resulting from the Consultant's refusal or failure to complete the work within specified time, whether or not the Consultant's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Consultant's right to proceed shall not be terminated nor the Consultant 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 Consultant. Examples of such causes include acts of God, acts of the Recipient, acts of another Consultant in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the Consultant, 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 Consultant's right to proceed, it is determined that the Consultant 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.

DEBARMENT AND SUSPENSION

[Applicable Only to Contracts valued at more than $25,000]

Consultant shall comply and facilitate compliance with U.S. DOT regulations, "No procurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (No procurement)," 2 CFR Part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the Contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the Contract amount. As such, Consultant shall verify that its principals, affiliates, and subconsultants are eligible to participate in this federally funded contract and are not presently declared by any federal department or agency to be: (i) debarred from participation in any federally assisted award; (ii) suspended from participation in any federally assisted award; (iii) proposed for debarment from participation in any federally assisted award; (iv) declared ineligible to participate in any federally assisted

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award; (iv) voluntarily excluded from participation in any federally assisted award; and/or (v) disqualified from participation in ay federally assisted award. By submitting a response to UTA's solicitation for the Contract, Consultant has certified that the foregoing items (i) through (v) are true. The certification in this clause is a material representation of fact relied upon by UTA. If it is later determined by UTA that Consultant knowingly rendered an erroneous certification, in addition to other remedies available that may be available to UTA, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant agrees to comply with the requirements of 2 CFR Part 180, subpart C, as supplemented by 2 CFR Part 1200, during the Contract term. Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ADA ACCESS

ADA Access for Individuals with Disabilities – The Consultant agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing.

Domestic Preference

In accordance with 2 CFR 200.322 all Consultants shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
For purposes of this clause:

a. " Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through application of coatings, occurred in the United States.
b. "Manufacturing products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

This requirement must be included in all subcontracts awarded under this award.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

In accordance with 2 CFR 200.216, Consultant and its subconsultants 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.

a. "covered telecommunications equipment or services" is telecommunications or video surveillance equipment or services produced by:
    a. Huawei Technologies Company
    b. ZTE Corporation

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c. Hytera Communications Corporation
d. Hangzhou Hikvision Digital Technology Company
e. Dahua Technology Company
f. Any subsidiary of the above listed entities.

Federal Clauses Applicable only to Construction Contracts

CLEAN AIR REQUIREMENTS

The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401, et seq. The Consultant agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office. The Consultant also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with federal assistance provided by FTA.

CLEAN WATER REQUIREMENTS

The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251, et seq. The Consultant agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate Regional Office of the United States Environmental Protection Agency. The Consultant also agrees to include these requirements in each subcontract or purchase order exceeding $100,000 financed in whole or in part with federal assistance provided by FTA.

FLY AMERICA REQUIREMENTS

The Consultant agrees to comply with 49 USC §40118 and 41 CFR Part 301-10, which provide that Consultants are required to use United States -Flag air carriers for federally 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 49 USC §40118 and CFR Part 301-10.

SEISMIC SAFETY REQUIREMENTS

The Consultant 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 Consultant also agrees to ensure that all work performed under this contract including work performed by a subconsultant is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

DAVIS-BACON ACT PREVAILING WAGE AND COPELAND ACT ANTI-KICKBACK REQUIREMENTS

(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 Consultant 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 quarterly) 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 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 consultant and its subconsultants at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
(ii)(A) UTA's Civil Rights Compliance Office 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. UTA's Civil Rights Compliance Office shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have

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been met:
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

(1) The classification is utilized in the area by the construction industry; and

(2) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(3) 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 Consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and UTA's Civil Rights Compliance Office 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 UTA's Civil Rights Compliance Office 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 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(C) In the event Consultant, the laborers or mechanics to be employed in the classification or their representatives, and UTA's Civil Rights Compliance Office do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), UTA's Civil Rights Compliance Office shall refer the questions, including the views of all interested parties and the recommendation of UTA's Civil Rights Compliance Office, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under the 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, Consultant 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 Consultant does not make payments to a trustee or other third person, Consultant 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 consultant, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require Consultant to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) UTA's Civil Rights Compliance Office 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. UTA's Civil Rights Compliance Office shall approve an additional classification and wage rate and fringe benefits therefore 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 Consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and UTA's Civil Rights Compliance Office 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

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UTA's Civil Rights Compliance Office 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 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(C) In the event Consultant, the laborers or mechanics to be employed in the classification or their representatives, and UTA's Civil Rights Compliance Office do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), UTA's Civil Rights Compliance Office shall refer the questions, including the views of all interested parties and the recommendation of UTA's Civil Rights Compliance Office, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under the 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 Consultant under the Contract or any other federal contract for which Consultant is the prime Consultant, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by 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 Consultant or any subconsultant 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 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 consultant during the course of the work and preserved for a period of three 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, Consultant 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. If Consultant employs apprentices or trainees under approved programs, Consultant 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) Consultant shall submit weekly for each week in which any work under the Contract is performed a copy of all payrolls to UTA for transmission to the FTA. 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 WH-347 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. Consultant is responsible for the submission of copies of payrolls by all subconsultants.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by consultant or subconsultant or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following: That the payroll for the payroll period contains the information required to be

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maintained under Section 5.5(a)(3)(i) of Regulations, 29 CFR Part 5 and that such information is correct and complete:

(1) 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; and

(2) 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 (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject Consultant or subconsultant to civil or criminal prosecution under Section 1001 of title 18 and Section 231 of title 31 of the United States Code.

(iii) Consultant and any subconsultant shall make the records required under paragraph (3) of this section available for inspection, copying, or transcription by authorized representatives of the FTA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If Consultant or subconsultant fails to submit the required records or to make them available, the federal agency may, after written notice to 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 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 consultant 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 Consultant 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 Consultant's or subconsultant'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, Consultant 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

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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, Consultant 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 "Anti-Kickback" Act Requirements – Consultant shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in the Contract. Consultant 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 – Consultant and any subconsultant shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. Consultant shall be responsible for the compliance by any subconsultant or lower tier subconsultant with all the contract clauses in 29 CFR 5.5.

BONDING REQUIREMENTS

(Applicable Only to Contracts valued at more than $150,000]

Unless a different requirement is set forth in the Contract, Consultant shall maintain the following bonds:

A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

A performance bond in the amount of **100%** of the Contract value is required by the Recipient to ensure faithful performance of the Contract. The performance bond shall be provided by consultant and shall remain in full force for the term of the Contract. Consultant will provide the performance bond to UTA within ten (10) business days from execution of the Contract. The performance bond must be provided by a fully qualified surety company acceptable to the UTA and listed as a company currently authorized under 31 CFR Part 22 as possessing a certificate of authority as described thereunder. UTA may require additional performance bond protection if the Contract price is increased. The increase in protection shall generally equal 100 percent of the increase in Contract price. UTA may secure additional protection by directing Consultant to increase the amount of the existing bond or to obtain an additional bond.

A labor and materials payment bond equal to the full value of the Contract must be furnished by Consultant to UTA as security for payment by consultant and subconsultants for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to UTA and listed as a company currently authorized under 31 CFR Part 223 as possessing a certificate of authority as described thereunder.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 11/30/2022

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Mary DeLoretto, Chief Service Development Officer
PRESENTER(S):	Jordan Swain, TOC Project Manager

TITLE:

Contract: Task Ordering Agreement for TOD Station Area Planning Consultant Pools D and G (Zions Public Finance Inc.)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Authorize the Executive Director to execute the task ordering agreement with Zions Public Finance Inc. to add them to the Station Area Planning Pool of Consultants (Pools D & G).

BACKGROUND:
UTA is providing technical assistance to cities that are completing station area planning work in response Utah House Bill (HB)462 requirements.

DISCUSSION:
In response to HB462, the Transit Oriented Communities(TOC) Department is setting up and maintaining pools of pre-qualified consultants that may be solicited to complete particular tasks related to transit-oriented development (TOD) station area planning via task order. Said pools will increase UTA's efficiency and ability to respond to the needs of our partner cities. Zions Public Finance Inc. has been selected for Pool D: Housing Needs Assessment and Pool G: Market Analysis. No work is authorized, nor funds obligated until a task order is issued under this contract. Individual task orders totaling $200,000 or more will be brought to the board for approval. If the total cost of all task orders issued under this agreement exceeds $600,000, additional Board approval will be required.

CONTRACT SUMMARY:

Contractor Name:	Zions Public Finance Inc
Contract Number:	22-0356718
Base Contract Effective Dates:	12/01/2022 to 11/01/2027
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	$0
Procurement Method:	RFQU (Qualification)
Budget Authority:	This project is included in the 2022 Capital Budget.

ALTERNATIVES:

Procure services to help cities with station area planning through individual RFPs rather than use a pool of qualified vendors. This could significantly slow the process of station area planning.

FISCAL IMPACT:

Station area plans will be funded through a combination of FTA grants, partner funds, and UTA capital project funds. Task orders will be issued and executed as funds are available and accounted for in the approved capital budget

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ATTACHMENTS:

1. Task Ordering Agreement

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TASK ORDERING AGREEMENT FOR PROFESSIONAL SERVICES
UTA CONTRACT #22-0356718VW
TOD Station Area Planning Consultant Pools D & G

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 Zions Public Finance Inc. ("Consultant").

RECITALS

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

WHEREAS, On March 17, 2022, UTA issued Request for Qualifications Package Number 22-03567 ("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.

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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. The Consultant's 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 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.

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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. 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 November 1, 2027. 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

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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

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

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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. Contractor shall submit invoices to ap@rideuta.com for processing and payment. 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

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b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods 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.

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:

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Pool D
Susan C. Becker, AICP – Vice President
Aaron Sanborn – Vice President

Pool G
Susan C. Becker, AICP – Vice President
Johnathan Ward, - Municipal Advisor

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;

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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

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(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,

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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.

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 $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

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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. 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, 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

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

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

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

21. INTELLECTUAL PROPERTY INDEMNIFICATION

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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

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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	**ZIONS PUBLIC FINANCE INC.**	
UTA's Project Manager	Consultant's Project Manager	Five calendar days
UTA's Director of Real Estate & TOD	Consultant's Senior Vice President & Director of Public Finance Johnathan Ward	Five calendar days
UTA's Chief Service Development Officer	Consultant's Senior Vice President James Livingston	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.

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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: Vicki Woodward
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
Zions Public Finance, Inc.
Susie Becker
Vice President
One South Main Street
Salt Lake City, UT 84133

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

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30. INSURANCE COVEREAGE 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-818.5for the subconsultant's employees and the employee's dependents during the duration of the subcontract.

31. 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

32. 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.

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

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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.

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: **ZIONS PUBLIC FINANCE INC.:**

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By
Jay Fox,
Executive Director

Date:

By: DocuSigned by: Susan Becker A808C80A5C82437...
Name: Susie Becker
Title: Vice President
Federal ID#87-0512988

Date: 11/2/2022

By
Mary DeLoretto,
Chief Service Development Officer

Date:

Approved as to Content and Form

By: DocuSigned by: Michael Bell 70E33A415BA44F6...
Mike Bell, AAG State of Utah
And UTA Legal Counsel

Date: 11/8/2022

Reviewed & Recommended

By: DocuSigned by: Jordan Swain AFECC1DBE605447...
Jordan Swain
TOD Project Manager

Date: 11/8/2022

UTA Project Number 22-0356718VW

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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.

Task Orders using FTA funds shall include required FTA assurances and clauses. DBE utilization shall be determined on a task order by task order basis.

UTA is awarding of one or more Master Tasks Ordering Agreements(s) (MTOA). Zions Public Finance Inc., being awarded a MTOA for:

POOL D: Affordable Housing Need Assessments
POOL G: Market Analysis.

The Period of Performance shall be until November 1, 2027. Task Orders will be issued as needed.

Overall management of the MTOA and Task Orders will be under the direction of UTA through the TOD Office. Work by the selected Contractor shall be in conformance with the pricing, schedule, staffing plan, and budget included in the MTOA and the individual Task Orders.

The Contractor is expected to perform and fulfill the following activities and requirements for Utah Transit Authority. UTA plans to invest in its people, leverage our human capital, and cultivate UTA way mindset and behaviors. Regular organizational assessments, intact team agility work and ongoing coaching and consulting with senior leadership will arm UTA employees and leaders with the tools and skills necessary to succeed.

POOL D: Affordable Housing Needs Assessments

Element 1: Existing Conditions Assessment & Gap Analysis

Consultant will prepare an assessment of affordable housing needs within the Station Area as related to existing and planned affordable housing in surrounding neighborhoods, the municipality, and the region. Assessments should consider the efforts of local housing authorities, local private development, and recipients of local, state, and federal affordable housing development funds. The focus of this Element should be identifying the gap in affordable housing needs. Information used to help identify this gap should include: municipal "Moderate-Income Housing Plans", data available from the State of Utah and its research affiliates, housing data specific to the county and the locality, and information provided by any housing authority operating in that county or locality.

Element 2: Housing Needs Recommendations

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Based on the Gap Analysis, Consultant will provide recommendations on the total number of affordable residential units and the targeted Area Median Income for those units (expressed as "percentage of AMI") for the Station Area. Recommendations must fulfill any state, county, or municipal requirements for affordable housing development.

POOL G: Market Analysis

Element 1: Station Area Market Analysis

A detailed study of the real estate and economic development opportunities within and around Station Areas. Consultant should have demonstrated background in providing objective analysis of land use and development opportunities driven by relevant local, regional, and national market indices. Analysis should focus on the "highest and best use" principle of Station Area properties participating in the study and plan process. In some instances, proposed land uses may be well defined within a station area, in which case the Consultant's analysis should be useful for evaluating those proposed uses and providing advice on the feasibility of such uses. At minimum, each market study must include the assessment of uses that: contribute maximally to the tax base, take advantage of local and regional private and public investments and tax incentives, increase transit ridership, maximize property owner's value, and provide greatest benefit to the municipality.

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EXHIBIT B – PRICING

Pool - D

22-03567VW UTA TOD Station Area Consulting Services "Form A" Cost Rate Form
POOL D- Affordable Housing Need Assessments
Zions

No.	Firm	Prime	Sub	Last Name	First Name	Discipline/Classification	Basic Hourly Rate	Overhead rate Percentage	Fee	Fully Burdened Bill Rate
1	Zions Public Finance			Ward	Johnathan	Employee 1 (Senior-most positio	$	%	%	250
2	Zions Public Finance			Becker	Susan	Employee 2 (as needed)	$	%	%	250
3	Zions Public Finance			Sanborn	Aaron	Employee 3 (as needed)	$	%	%	175
4	Zions Public Finance			Benson	Seth	Employee 4 (as needed)	$	%	%	100

Pool - G

22-03567VW UTA TOD Station Area Consulting Services "Form A" Cost Rate Form
POOL G: Market Analysis
Zions

No.	Firm	Prime	Sub	Last Name	First Name	Discipline/Classification	Basic Hourly Rate	Overhead rate Percentage	Fee	Fully Burdened Bill Rate
1	Zions Public Finance			Ward	Johnathan	Employee 1 (Senior-most positio	$	%	%	250
2	Zions Public Finance			Becker	Susan	Employee 2 (as needed)	$	%	%	250
3	Zions Public Finance			Sanborn	Aaron	Employee 3 (as needed)	$	%	%	175
4	Zions Public Finance			Benson	Seth	Employee 4 (as needed)	$	%	%	100

Zions Public Finance Inc., annual rate adjustment occurs Oct 1 of each year starting 2023:
*** Annual escalation of 3%**

CONTRACT PRICING STRUCTURE

For the avoidance of doubt, this contract is a firm fixed price labor hour contract. The labor rates for the various categories of labor to be used under this contract are loaded with overhead, profit and G& A and are fixed for the life of the contract subject to a yearly 3% escalation factor.

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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:

By: _____
Date

By: _____
Date

By: _____
Date

By: _____

CONTRACTOR:

By: _____

Date: _____

ATTACHMENT 1 – TASK ORDER STATEMENT OF WORK OR SERVICES

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EXHIBIT D – FEDERAL FORMS

ATTACHMENT A: EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE STATEMENT

The undersigned states on behalf of the Bidder / Offeror Zions Public Finance, Inc.

A. The Bidder / Offeror 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, subconsultants, etc. of the Bidder / Offeror 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 / Offeror designates -- Name Susie Becker

Title Vice President

as the person assigned the responsibility for securing compliance with and reporting progress to the Bidders/ Offerors and UTA's Civil Rights Office on all EEO efforts initiated and taken.

C. Bidder / Offeror 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 / Offeror 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 / Offeror EEO and DBE requirements.

D. Bidder / Offeror agrees to make every reasonably good faith effort to utilize DBE's in the performance of this contract. Bidder / Offeror will take affirmative steps to meet the DBE contract goal set for this bid.

Company Name: Zions Public Finance, Inc.

Address: 1 S. Main St., 18th Floor, SLC, UT 84133

Signed: Susie Becker

Title: Vice President

Phone Number: 801-844-8310

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ATTACHMENT A-1: DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM

DBE PROJECT GOAL: Race Neutral

The Bidder / Offeror 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/SOQ as non-responsive. Race neutral procurements do not require good faith effort documentation.

☐ **Bidder / Offeror *will meet or exceed* the DBE goal for this contract**. If awarded this contract, Bidder / Offeror 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/Offerors 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.

DBE Name & Address	Description of Work	$ Amount of Participation	% of Total Price
_____	_____	$_____	_____%
_____	_____	$_____	_____%
_____	_____	$_____	_____%
_____	_____	$_____	_____%

(Attach additional sheets if necessary)

☐ Bidder / Offeror *does not* meet the DBE goal for this contract. **Bidder / Offeror certifies that it has made good faith efforts** in accordance with the bid/SOQ 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.**

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☑ Bidder / Offeror *does not* meet the DBE goal for this contract. **Bidder / Offeror certifies that there exists no opportunity for subcontracting as part of this project**. It is the general practice of Bidder / Offeror'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.

Date: April 14, 2022

Company Name: Zions Public Finance, Inc.

Signature: Susie Becker

Printed Name: Susie Becker

Title: Vice President

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Not Applicable - ZPFI would be the primary consultant, a subconsultant would not be used on this project.

ATTACHMENT A-2: SAMPLE LETTER OF INTENT TO SUBCONTRACT WITH DBE FIRM

(COMPANY LETTERHEAD)

(DATE)

(DBE)

(Name and Address)

Reference: *(Project Name and Bid/SOQ Number)*

(Appropriate Salutation)

Our firm is submitting a bid/SOQ 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 Consultant 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 pres ently certified as a DBE by the Utah Uniform Certification Program (UUCP).**

DBE firm has read and certifies to the above:	**Prime Consultant:**
_____	_____
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 subconsultant must be listed, and all amounts to be paid to the DBE subconsultant must be specified.

THE SUCCESSFUL BIDDERS/ OFFERORS SHALL REQUIRE ALL SUBCONSULTANTS TO COMPLETE AND SUBMIT THE FEDERAL CERTIFICATION ATTACHMENTS A, A-1, A-2, A-3, A-5, B, C, D, E, F AND G IF APPLICABLE.

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Not Applicable - as stated in Attachment A-1

ATTACHMENT A-3: GOOD FAITH EFFORTS DOCUMENTATION FORM

Whether a Bidder / Offeror meets or does not meet the DBE goal, the Bidder / Offeror must submit this form with its DBE Participation Form (Attachment A-1). **In the case of a race neutral project, the Bidder / Offeror is not required to submit good faith efforts documentation.** The Bidder / Offeror must submit a copy of the document(s) sent to DBE's. Failure to submit this form with its bid/SOQ and requested additional documentation may render the bid/SOQ non-responsive. UTA's DBE Liaison Officer may require that the Bidder / Offeror 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 / Offeror 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:_____

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ATTACHMENT A-5: EMPLOYMENT PRACTICES / EEO PLAN

A) Consultants 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: Susie Becker, Vice President

(Print name & title)

Solicitation No.	RFQU No. 22-03567VW
Name of Project	TOD Station Area Consulting Services Pools
Location of Workforce	Salt Lake City, Utah
Prime Consultant	Susie Becker, Vice President, Zions Public Finance, Inc.

In keeping with UTA policy of nondiscrimination in employment practices, the Zions Bank (Name of Company) has set as a project goal for the utilization of minorities, which is Attached %. 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 Zions Bank (Company name), by its Vice President (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 Consultants)

If the Consultant 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.

Susie Becker Vice President

Signature and Title of Company Official (Consultant)

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Not Applicable - ZPFI will not be purchasing or using the products listed below on this project.

ATTACHMENT B: BUY AMERICA CERTIFICATE

Solicitation No._____

Exhibit ___

UTAH TRANSIT AUTHORITY

BUY AMERICA CERTIFICATE

(Federally assisted Contract)

SECTION (1); Certify only for IRON, Steel or MANUFACTURED PRODUCTS: ***(Mark One)***

O **CERTIFICATE OF COMPLIANCE WITH SECTION 165(a).** The offeror hereby certifies that it *will comply* with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, *and* the applicable regulations of 49 CFR Part 661;

--OR—

O **CERTIFICATE FOR NON-COMPLIANCE WITH SECTION 165(a).** The offeror hereby certifies that it *cannot comply with* the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it *may qualify for an exception* to the requirement pursuant to Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR Part 661.7.

SECTION (2); Certify only for ROLLING STOCK and ASSOCIATED EQUIPMENT: ***(Mark One)***

O **CERTIFICATE OF COMPLIANCE WITH SECTION 165(b)(3.).** The offeror hereby certifies that it *will comply with* the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations of 49 CFR Part 661.11;

--OR-

O **CERTIFICATE FOR NON-COMPLIANCE WITH SECTION 165(b)(3).** The offeror hereby certifies that it *cannot comply* with the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but it *may qualify for an exception* to the requirement consistent with Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR Part 661.7.

SECTION (3); OFFEROR'S SIGNATURE: *(Sign, date and enter your title and the name of your company)*

Jessie Becker — April 14, 2022

Signature — Date

Vice President

Title

Zions Public Finance, Inc.

Name of Company/Offeror

Rev 5/30/07

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ATTACHMENT C: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION FROM TRANSACTIONS FINANCED IN PART BY THE U.S. GOVERNMENT

This certification is made in accordance with Executive Order 12549, 49 CFR Part 29, 31 USC §6101 and similar federal requirements regarding debarment, suspension and ineligibility with respect to federally-funded contracts.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that none of the Consultant, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Consultant is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or SOQ, the bidder or Offeror certifies as follows:

> The certification in this clause is a material representation of fact relied upon by the Federal Transit Administration. If it is later determined that the bidder or Offeror knowingly rendered an erroneous certification, in addition to remedies available to the Federal Transit Administration, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or Offeror agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or Offeror further agrees to include a provision requiring such compliance in its lower tier covered transactions.

If the bidder or Offeror is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing an "X" in the following space _____.

Susie Becker

Signature of the Bidder or Offeror Authorized Official

Susie Becker, Vice President

Name and Title of the Bidder or Offeror Authorized Official

FEDERAL ID # 87-0512988

April 14, 2022

Date

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Instructions for Certification

1. **By signing and submitting this bid or SOQ, the prospective Consultant is providing the signed certification set out below:**

   "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

   (1) The prospective Consultant certifies, by submission of this bid or SOQ, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

   (2) When the prospective Consultant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this bib or SOQ.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction wa s entered into. If it is later determined that the prospective Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, UTA may pursue available remedies, including suspension and/or debarment.
3. The prospective Consultant shall provide immediate written notice to UTA if at any time the prospective Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "SOQ," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact UTA for assistance in obtaining a copy of those regulations.
5. The prospective Consultant agrees by submitting this SOQ that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is de barred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by UTA.
6. The prospective Consultant further agrees by submitting this SOQ that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to excee d that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, UTA may pursue available remedies including suspension and/or debarment.

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ATTACHMENT D: CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Susie Becker, Vice President, hereby certifies

(Name and Title of Company Official)

on behalf of Zions Public Finance, Inc. 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. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this 14 day of April, 2022.

By Susie Becker

(Signature of Authorized Official)

Vice President

(Title of Authorized Official)

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ATTACHMENT E: CARGO PREFERENCE -- USE OF UNITED STATES-FLAG VESSELS

Pursuant to Maritime Administration regulations, "Cargo Preference -- U.S.-Flag Vessels", 46 C.F.R. Part 381, the Consultant shall insert the following clauses in contracts it awards in which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project:

AS REQUIRED BY 46 C.F.R. PART 381, THE CONSULTANT AGREES --

(1) TO UTILIZE 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, MATERIALS, OR COMMODITIES PURSUANT TO THIS CONTRACT TO THE EXTENT SUCH VESSELS ARE AVAILABLE AT FAIR AND REASONABLE RATES FOR UNITED STATES-FLAG COMMERCIAL VESSELS.

(2) TO FURNISH WITHIN 20 DAYS FOLLOWING THE DATE OF LOADING FOR SHIPMENTS ORIGINATING WITHIN THE UNITED STATES, OR WITHIN 30 WORKING DAYS FOLLOWING THE DATE OF LOADING FOR SHIPMENT 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 PARAGRAPH (1) ABOVE TO THE AUTHORITY (THROUGH THE PRIME CONSULTANT IN THE CASE OF SUBCONSULTANT BILLS-OF-LADING) AND TO THE DIVISION OF NATIONAL CARGO, OFFICE OF MARKET DEVELOPMENT, MARITIME ADMINISTRATION, 400 SEVENTH STREET, S.W., WASHINGTON, D.C. 20590, MARKED WITH APPROPRIATE IDENTIFICATION OF THE PROJECT.

(3) TO INSERT THE SUBSTANCE OF THE PROVISIONS OF THIS CLAUSE IN ALL SUBCONTRACTS ISSUED PURSUANT TO THIS CONTRACT.

Date April 14, 2022

Signature Susie Becker

Title Vice President

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ATTACHMENT F: SOLICITATION STATISTICS

Dear Subconsultant:

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 SUBCONSULTANTS**. Return the form from each Offeror **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. If you have any questions, comments or suggestions, please contact Raymond Christy, UTA's DBE Liaison Officer (801) 262-5626 extension 3537.

This information will only be used for statistical purposes as allowed under 49 CFR Part 26.

Firm Name: Zions Public Finance, Inc.

Firm Address: 1 S. Main St., 18th Floor, SLC, UT 84133

Status: Non-DBE ✓ DBE ____

Company's Type of Work: Financial Institution

Month/Year firm started: 1873

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Company Owner(s) Ethnic Background (optional)

____African American	____Asian	____Male
____Hispanic	____Native American	____Female
____Polynesian	____Caucasian	____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	✓

Name of Solicitation: TOD Station Area Consulting Services Pool

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EXHIBIT E -FEDERAL CLAUES

FEDERAL CLAUSES

ACCESS TO RECORDS AND REPORTS

The Consultant agrees to provide the Authority, 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 Consultant which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. The Consultant also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any project management oversight auditor access to the Consultant's records and construction sites pertaining to a major capital project (defined at 49 USC §5302(a)(1)), which is receiving federal financial assistance through the programs described at 49 USC §§5307, 5309 or 5311. The Consultant further agrees to include in all of its subcontracts and purchase orders under the Contract a provision to the effect that the Subconsultant or Supplier agrees that the Authority, the United States Department of Transportation and the Comptroller General of the United States, the project management oversight auditor, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the Subconsultant or Supplier.

INCORPORATION OF FTA TERMS

All contractual provisions required by the United States Department of Transportation, as set forth in the most recent edition and revisions of FTA Circular 4220.1F, "Third Party Contracting Guidance," are incorporated by reference into the Contract Documents. All FTA mandated terms shall take precedence over other conflicting terms, if any in the Contract Documents. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests that would cause the Authority to be in violation of any FTA terms and conditions.

FEDERAL CHANGES

The Consultant 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 the Authority and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. The Consultant's failure to so comply shall constitute a material breach of the Contract.

ENERGY CONSERVATION REQUIREMENTS

The Consultant 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.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Authority and the Consultant acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Authority, the Consultant or any other party (whether or not a party to the Contract) pertaining to any matter resulting from the Contract. The Consultant agrees to include the above clause in each subcontract or purchase order 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 Subconsultant or Supplier who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801, et seq. and United States Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Contract. Upon execution of the underlying Contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which the Work is being performed. In addition to other penalties that may be applicable, the

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Consultant 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 Consultant to the extent the federal government deems appropriate. The Consultant 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 USC §5307, the federal government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5307(n)(1) on the Consultant, to the extent the federal government deems appropriate. The Consultant agrees to include the above two clauses in each subcontract or purchase order 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 Subconsultant or Supplier who will be subject to the provisions.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

The Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that none of the Consultant, its principals (as defined at 49 CFR 29.995) or affiliates (as defined at 49 CFR 29.905) are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Consultant is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any subcontract or purchase order that it enters into. *(A certification is to be submitted with each bid or offer of $25,000 or more.)*

BUY AMERICA CERTIFICATION

Applicable Only to Contracts valued at more than $100,000]
Consultant shall comply with 49 USC 5323(j) and 49 CFR 661, as amended by MAP-21 stating that federal funds 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. Separate requirements for rolling stock are set out at 49 USC §5323(j)(2)(C) and 49 CFR §661.11. Rolling stock must be assembled in the United States and have the applicable percentage of domestic content required by 49 USC 5323(j) and 49 CFR 661. Consultant shall be responsible for ensuring that lower tier Consultants and subconsultants are in compliance with these requirements. All Offerors to the UTA solicitation for the Contract must include the appropriate Buy America certification with their responses and any response that is not accompanied by a completed Buy America Certification will be rejected as nonresponsive.

FLY AMERICA REQUIREMENTS

The Consultant agrees to comply with 49 USC §40118 and 41 CFR Part 301-10, which provide that Consultants are required to use United States -Flag air carriers for federally 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 49 USC §40118 and CFR Part 301-10.

CIVIL RIGHTS REQUIREMENTS

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment

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Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, 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 Consultant agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(3) The Consultant also 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

DISADVANTAGED BUSINESS ENTERPRISES (DBE)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **7%.** A separate contract goal ~~**[of __% DBE participation has]**~~ **[has not]** been established for this procurement. The goal of Race Neutral is established on locally funded projects and task orders. On federally funded projects and task orders, each will be reviewed individually and assessed for DBE participation.

b. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **{insert agency name}** deems appropriate. Each subcontract the Consultant signs with a subconsultant must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. ***{If a separate contract goal has been established, use the following}*** Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following **[concurrent with and accompanying sealed bid] [concurrent with and accompanying an initial SOQ] [prior to award]**:

1. The names and addresses of DBE firms that will participate in this contract;

2. A description of the work each DBE will perform;

3. The dollar amount of the participation of each DBE firm participating;

4. Written documentation of the bidder/offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal;

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5. Written confirmation from the DBE that it is participating in the contract as provided in the prime Consultant's commitment; and

6. If the contract goal is not met, evidence of good faith efforts to do so.

[Bidders][Offerors] must present the information required above **[as a matter of responsiveness] [with initial SOQs] [prior to contract award]** (see 49 CFR 26.53(3)).

{If no separate contract goal has been established, use the following} The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The Consultant is required to pay its subconsultants performing work related to this contract for satisfactory performance of that work no later than 30 days after the Consultant's receipt of payment for that work from the **{insert agency name}.** In addition, **[the Consultant may not hold retainage from its subconsultants.] [is required to return any retainage payments to those subconsultants within 30 days after the subconsultant's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subconsultants within 30 days after incremental acceptance of the subconsultant's work by the {insert agency name} and Consultant's receipt of the partial retainage payment related to the subconsultant's work.]**

e. The Consultant must promptly notify **{insert agency name}**, whenever a DBE subconsultant performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subconsultant to perform at least the same amount of work. The Consultant may not terminate any DBE subconsultant and perform that work through its own forces or those of an affiliate without prior written consent of **{insert agency name}.**

TERMINATION

(For contracts over $10,000.00)

a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Consultant when it is in the Government's best interest. The Consultant shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Consultant shall promptly submit its termination claim to (Recipient) to be paid the Consultant. If the Consultant has any property in its possession belonging to the (Recipient), the Consultant 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 Consultant does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Consultant fails to perform in the manner called for in the contract, or if the Consultant fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant 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 Consultant 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 Consultant, the (Recipient), after setting up a new delivery of performance schedule, may allow the Consultant 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 Consultant [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 Consultant 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 consultant of written notice from

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(Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Consultant. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against consultant 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 Consultant 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 Consultant refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Consultant 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 Consultant a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete 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 Consultant and its sureties shall be liable for any damage to the Recipient resulting from the Consultant's refusal or failure to complete the work within specified time, whether or not the Consultant's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Consultant's right to proceed shall not be terminated nor the Consultant 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 Consultant. Examples of such causes include acts of God, acts of the Recipient, acts of another Consultant in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the Consultant, 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 Consultant's right to proceed, it is determined that the Consultant 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.

DEBARMENT AND SUSPENSION

[Applicable Only to Contracts valued at more than $25,000]

Consultant shall comply and facilitate compliance with U.S. DOT regulations, "No procurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (No procurement)," 2 CFR Part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the Contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the Contract amount. As such, Consultant shall verify that its principals, affiliates, and subconsultants are eligible to participate in this federally funded contract and are not presently declared by any federal department or agency to be: (i) debarred from participation in any federally assisted award; (ii) suspended from participation in any federally assisted award; (iii) proposed for debarment from participation in any federally assisted award; (iv) declared ineligible to participate in any federally assisted award; (iv) voluntarily excluded from participation in any federally assisted award; and/or (v) disqualified from participation in ay federally assisted award. By submitting a response to UTA's solicitation for the Contract,

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Consultant has certified that the foregoing items (i) through (v) are true. The certification in this clause is a material representation of fact relied upon by UTA. If it is later determined by UTA that Consultant knowingly rendered an erroneous certification, in addition to other remedies available that may be available to UTA, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant agrees to comply with the requirements of 2 CFR Part 180, subpart C, as supplemented by 2 CFR Part 1200, during the Contract term. Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ADA ACCESS

ADA Access for Individuals with Disabilities – The Consultant agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing.

Domestic Preference

In accordance with 2 CFR 200.322 all Consultants shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
For purposes of this clause:

a. ” Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through application of coatings, occurred in the United States.
b. “Manufacturing products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

This requirement must be included in all subcontracts awarded under this award.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

In accordance with 2 CFR 200.216, Consultant and its subconsultants 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.

a. “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

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e. Dahua Technology Company
f. Any subsidiary of the above listed entities.

Federal Clauses Applicable only to Construction Contracts

CLEAN AIR REQUIREMENTS

The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401, et seq. The Consultant agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office. The Consultant also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with federal assistance provided by FTA.

CLEAN WATER REQUIREMENTS

The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251, et seq. The Consultant agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate Regional Office of the United States Environmental Protection Agency. The Consultant also agrees to include these requirements in each subcontract or purchase order exceeding $100,000 financed in whole or in part with federal assistance provided by FTA.

FLY AMERICA REQUIREMENTS

The Consultant agrees to comply with 49 USC §40118 and 41 CFR Part 301-10, which provide that Consultants are required to use United States -Flag air carriers for federally 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 49 USC §40118 and CFR Part 301-10.

SEISMIC SAFETY REQUIREMENTS

The Consultant 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 Consultant also agrees to ensure that all work performed under this contract including work performed by a subconsultant is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

DAVIS-BACON ACT PREVAILING WAGE AND COPELAND ACT ANTI-KICKBACK REQUIREMENTS

(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 Consultant 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 quarterly) 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 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 consultant and its subconsultants at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
(ii)(A) UTA's Civil Rights Compliance Office 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. UTA's Civil Rights Compliance Office shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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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

(1) The classification is utilized in the area by the construction industry; and

(2) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(3) 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 Consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and UTA's Civil Rights Compliance Office 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 UTA's Civil Rights Compliance Office 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 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(C) In the event Consultant, the laborers or mechanics to be employed in the classification or their representatives, and UTA's Civil Rights Compliance Office do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), UTA's Civil Rights Compliance Office shall refer the questions, including the views of all interested parties and the recommendation of UTA's Civil Rights Compliance Office, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under the 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, Consultant 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 Consultant does not make payments to a trustee or other third person, Consultant 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 consultant, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require Consultant to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) UTA's Civil Rights Compliance Office 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. UTA's Civil Rights Compliance Office shall approve an additional classification and wage rate and fringe benefits therefore 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 Consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and UTA's Civil Rights Compliance Office 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 UTA's Civil Rights Compliance Office to the Administrator of the Wage and Hour Division, Employment

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Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(C) In the event Consultant, the laborers or mechanics to be employed in the classification or their representatives, and UTA's Civil Rights Compliance Office do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), UTA's Civil Rights Compliance Office shall refer the questions, including the views of all interested parties and the recommendation of UTA's Civil Rights Compliance Office, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under the 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 Consultant under the Contract or any other federal contract for which Consultant is the prime Consultant, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by 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 Consultant or any subconsultant 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 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 consultant during the course of the work and preserved for a period of three 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, Consultant 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. If Consultant employs apprentices or trainees under approved programs, Consultant 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) Consultant shall submit weekly for each week in which any work under the Contract is performed a copy of all payrolls to UTA for transmission to the FTA. 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 WH-347 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. Consultant is responsible for the submission of copies of payrolls by all subconsultants.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by consultant or subconsultant or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following: 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

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complete:

(1) 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; and

(2) 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 (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject Consultant or subconsultant to civil or criminal prosecution under Section 1001 of title 18 and Section 231 of title 31 of the United States Code.

(iii) Consultant and any subconsultant shall make the records required under paragraph (3) of this section available for inspection, copying, or transcription by authorized representatives of the FTA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If Consultant or subconsultant fails to submit the required records or to make them available, the federal agency may, after written notice to 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 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 consultant 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 Consultant 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 Consultant's or subconsultant'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, Consultant 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

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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, Consultant 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 "Anti-Kickback" Act Requirements – Consultant shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in the Contract. Consultant 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 – Consultant and any subconsultant shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. Consultant shall be responsible for the compliance by any subconsultant or lower tier subconsultant with all the contract clauses in 29 CFR 5.5.

BONDING REQUIREMENTS

(Applicable Only to Contracts valued at more than $150,000]

Unless a different requirement is set forth in the Contract, Consultant shall maintain the following bonds:

A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

A performance bond in the amount of **100%** of the Contract value is required by the Recipient to ensure faithful performance of the Contract. The performance bond shall be provided by consultant and shall remain in full force for the term of the Contract. Consultant will provide the performance bond to UTA within ten (10) business days from execution of the Contract. The performance bond must be provided by a fully qualified surety company acceptable to the UTA and listed as a company currently authorized under 31 CFR Part 22 as possessing a certificate of authority as described thereunder. UTA may require additional performance bond protection if the Contract price is increased. The increase in protection shall generally equal 100 percent of the increase in Contract price. UTA may secure additional protection by directing Consultant to increase the amount of the existing bond or to obtain an additional bond.

A labor and materials payment bond equal to the full value of the Contract must be furnished by Consultant to UTA as security for payment by consultant and subconsultants for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to UTA and listed as a company currently authorized under 31 CFR Part 223 as possessing a certificate of authority as described thereunder.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 11/30/2022

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Nichol Bourdeaux, Chief Planning and Engagement Officer
	Mary DeLoretto, Chief Service Development Officer
PRESENTER(S):	Jaron Robertson, Acting Planning Director
	Dave Hancock, Capital Development Director
	Julianne Sabula, Manager Planning and Programing, Salt Lake City

TITLE:

Contract: Funding Agreement for Orange Street End-of-Line Construction Project (Salt Lake City Corporation)

AGENDA ITEM TYPE:
Non-Procurement Agreement

RECOMMENDATION:
Approve the Funding Agreement Regarding Orange Street End-of-Line Construction Project and authorize UTA's Executive Director to execute the agreement and associated disbursements with Salt Lake City Corporation in the amount of $1,000,000

BACKGROUND:
In 2019 UTA partnered with Salt Lake City Corporation (SLC) to implement the Salt Lake City Transit Master Plan which includes deploying a frequent transit network, developing pilot programs and partnerships for employer shuttles and on-demand shared ride services, developing enhanced bus corridors, and implementing a variety of transit-supportive programs and transit access improvements that overcome barriers to using transit. As part of these efforts, UTA and SLC identified the need for new an End-of-Line (EOL) facility to support the ongoing operations of routes 1, 205, and the UTA On-Demand Salt Lake City Westside microtransit service. A vacant lot owned by SLC located on Orange Street between 400 and 500 South in SLC was identified to develop the new Orange Street EOL facility (Project) which will service the public interest by providing increased public transit access and improved electric vehicle infrastructure to reduce vehicle emissions.

DISCUSSION:
UTA has partnered with SLC in the planning and design of the Project which includes bus layover space, a bus

loop for turn-around, operator restrooms, UTA On-Demand vehicle storage, and charging infrastructure for both UTA electric busses and on-demand electric vehicles. UTA and SLC have also agreed to both provide funding to facilitate the construction of the Project which is approximately $2,100,000. UTA will contribute $1,000,000 and SLC will contribute the remaining $1,100,000. Other expenses for charging infrastructure and security equipment will be provided by UTA and are estimated at about $515,000.

UTA and SLC staff will provide an overview and discuss the Project with the UTA Board of Trustees.

CONTRACT SUMMARY:

Contractor Name:	Salt Lake City Corporation
Contract Number:	22-P00189
Base Contract Effective Dates:	November 2022
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	$1,000,000
Procurement Method:	N/A
Budget Authority:	2022 Capital Budget: End of Line (EOL) Funds

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ALTERNATIVES:

UTA and SLC have been collaborating on design and construction efforts for the Project. Construction on the Project has begun in summer 2022 and is approximately 65% complete. SLC has made a good faith effort to advance the Project prior to UTA funds being available.

FISCAL IMPACT:

- Capital construction expenses (funding agreement): $1,000,000
- Other capital construction expenses:
    - Overhead bus charger: $360,000
    - UTA On-Demand chargers: $95,000
    - Estimated expenses for fiber optics and security cameras: $160,000
- Estimated annual UTA operating and maintenance expenses: $102,000

ATTACHMENTS:

UTA Contract No. 22-P00189 Funding Agreement Regarding Orange Street End-of-Line Construction Project

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***SALT LAKE CITY CORPORATION* - CAMP DOCUMENT ROUTING FORM**
CITY SIGNATURE AND ACTIVATION PROCESS

Contract #: 06-1-23-4617	**PEID #:** 57050	**MONITOR:**	JULIANNE SABULA
Contract: ORANGE STREET END-OF-LINI		**CONTRACTOR:**	UTAH TRANSIT AUTHORITY

PLEASE COMPLETE YOUR STEP AND FORWARD TO THE NEXT STEP.

STEP 1

ACCOUNTING DIVISION – Encumber Funds

☑ I certify funds are available:

OR

☐ I certify that no encumbrance is required at this time and any future encumbrance will be checked against available budget by the accounting system:

Funding Source: _____-_____ $_____
Funding Source: _____-_____ $_____
Funding Source: _____-_____ $_____
Funding Source: _____-_____ $_____
Funding Source: _____-_____ $_____
Funding Source: _____-_____ $_____
Funding Source: _____-_____ $_____
Funding Source: _____-_____ $_____
Funding Source: _____-_____ $_____
Cost Center Object Code
Limit: $_____

Finance's Signature: Cori Moore **Date:** 10/07/2022

STEP 2

CITY ATTORNEY'S OFFICE – Final Approval

Attorney: Sara M. Montoya

This document has been approved as to form:

	Y	N
Insurance Required:	☐	☑
Perf Bond Required:	☐	☑
Perm Bond Required:	☐	☑

Attorney's Signature: Sara Montoya **Date:** 10/07/2022

STEP 3

AUTHORIZED CITY SIGNATURE - Sign All Documents

Authorized Signer: BHT **Dept/Div:** Transportation

STEP 4

RECORDER'S OFFICE – ACTIVATE

INSTRUCTIONS: Please sign

When activated, keep signed document, e-mail signed document(s) to:

Name: Saarina Maheen **Dept/Div:** Purchasing & Contracts **Phone#:** 801-535-6266

DocuSign Envelope ID: 3CE17357-4588-41D1-822A-68469255A440

Contract No. 06-1-23-4617

FUNDING AGREEMENT REGARDING ORANGE STREET END-OF-LINE CONSTRUCTION PROJECT

UTA Contract No. 22-P00189

THIS FUNDING AGREEMENT REGARDING ORANGE STREET END-OF-LINE CONSTRUCTION PROJECT ("Agreement"), is entered into as of _____, 2022 ("Effective Date"), by SALT LAKE CITY CORPORATION ("SLC" or "Party"), a Utah municipal corporation, and UTAH TRANSIT AUTHORITY, a public transit district and political subdivision of the State of Utah ("UTA" or "Party" and collectively referred to as the "Parties").

RECITALS:

WHEREAS, both of the Parties have a long-standing cooperative relationship focused around providing exceptional transit service in support of SLC's Transit Master Plan, which includes support of a robust frequent transit network, an on-demand microtransit service, bus stop improvements, and end of line facilities in Salt Lake City; and

WHEREAS, the Parties desire to cooperate on the construction of End of Line ("EOL") facility ("Project") located on Orange Street between 400 and 500 South in Salt Lake City, Utah, which improvements shall include bus layover space, a bus loop for turn-around, operator restrooms, UTA On-Demand vehicle storage, and charging infrastructure for both UTA Electric Buses and On-Demand electric vehicles.

WHEREAS, each of the Parties have agreed to provide funding to facilitate construction of the Project; and

WHEREAS, progress on this Project will serve the public interest by providing increased public transit access while providing improved electric vehicle infrastructure to reduce vehicle emissions; and

WHEREAS, upon execution of this Agreement for contributions by UTA, this will fulfill UTA's financial obligation to SLC in order for SLC to complete the construction of the Project; and

WHEREAS, SLC and UTA further plan to establish a separate agreement governing the Parties' use and shared responsibilities related to ongoing operation and maintenance of the Project.

NOW, THEREFORE, on the stated 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:

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AGREEMENT

1. Consideration**.** The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein.

2. Project Description: Project consists of the following improvements:

   a. Bus layover space,
   b. A bus loop for turn-around,
   c. Operator restrooms,
   d. UTA On-Demand vehicle storage, and
   e. Charging infrastructure for both UTA Electric Buses and On-Demand electric vehicles.
   f. ADA-compliant boarding, alighting areas, and passenger amenities.

3. Purpose of Agreement. This Agreement outlines the terms and conditions pursuant to which the Parties will cooperate to complete construction of the Project. The Parties agree to coordinate with each other during the design, construction, and administration of the Project. The Parties acknowledge that the detailed scope of work, selection of contractors, and further funding details for the Project have been developed and completed prior to the execution of this Agreement.

4. UTA Funding. Upon the execution of this Agreement UTA agrees to commit funds for the Project in the amount of One Million Dollars ($1,000,000) (the "UTA Contribution"), which sum shall contribute to the overall Project cost of approximately $2,100,000. The UTA Contribution shall be used by SLC to pay the selected contractors and/or any subcontractors directly for construction-related costs and services for the completion of the Project, up to the amount of the full UTA Contribution. SLC will provide UTA with an invoice requesting the contribution amount within a reasonable time following the execution of this Agreement. SLC shall be responsible for all Project costs in excess of the UTA Contribution.

5. UTA-Provided Equipment.

   a. Overhead Bus Charger. UTA shall provide one 300 kwh overhead bus charger for the Project. The cost of this equipment is estimated to be approximately $360,000 and is not included as part of the UTA Contribution. SLC shall cover installation costs and shall include the installation of the overhead bus charger within the scope of work of its construction contracts. UTA shall be responsible for maintenance of the charger.

   b. Microtransit Charging Equipment. UTA shall provide two 150 kwh car chargers for the Project. The cost of this equipment is estimated to be approximately $260,000 and is not included as part of the UTA Contribution. UTA and SLC shall equally split the cost of the car chargers after applying any available grant funds anticipated to be received by Rocky Mountain Power. Anticipated grant funds for the car chargers are estimated to be $95,000. SLC shall cover

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installation costs and shall include the installation of the car chargers within the scope of work of its construction contracts. UTA shall be responsible for maintenance of the chargers.

6. Record Documents. SLC shall require the Final Design Consultant, the Construction Engineer ("CE"), and the contractor to provide SLC with the project record documents (as-builts), approved submittals, and project files. SLC will in turn provide electronic copies of these documents to UTA for the purposes of ongoing maintenance records.

7. Contracting Procedures. SLC will serve as the lead agency for the Project, and will administer all aspects of the Project. All contracting procedures will be as per the Utah Procurement Code, SLC policies, and SLC procurement ordinances and procedures. UTA will be given the opportunity to participate in the selection of contractors. UTA may review, approve, and/or reject all submittals related to the construction of the Project, as well as provide construction quality assurance inspections ensure compliance with UTA engineering and design guidelines; provided, however, that any rejection of a submittal by UTA must be communicated to SLC within thirty (30 business days from date of receipt. The Parties agree to collaborate in good faith to resolve any dispute related to construction design or process timely to minimize construction delays. Failure to timely reject or dispute any submittal shall be deemed approval by UTA.

8. Project Manager. SLC has assigned Ramin Nasrabadi and UTA has assigned Jacob Wouden as designated Project Managers for the Project. In the event that a new individual is assigned as the Project Manager for either Party, the relevant Party shall notify the other in writing of such change. SLC, as lead agency, will provide UTA with regular reports of progress and expenditures. Regular Project management meetings will occur and SLC shall ensure that UTA and their Project Manager has frequent opportunities to participate in meetings and reviews with the Final Design Consultant, the CE, and/or the contractor(s), as well as the opportunity to comment upon all construction submittals related to the Project. The UTA Project Manager shall be available to conduct timely "over the shoulder" reviews, with adequate notice. In the event that comments or decisions are necessary regarding the construction elements of the Project that will impact UTA's use of the Project, SLC agrees to consult with UTA and obtain comments or approval from UTA, prior to responding to the contractor(s), which approval shall not be unreasonably withheld.

9. Amendment, Waiver. No waiver, termination, amendment or other modification of any provision to this Agreement shall be effective unless the same shall be in writing and signed by all parties, and then such waiver, termination, amendment or modification shall be effective only in the specific instance and for the specific purpose for which it is given.

10. Entire Agreement. This Agreement constitutes the entire Agreement by and between UTA and SLC with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings and negotiations, both written and oral, with respect to the subject matter of this Agreement. No representation, warranty, inducement, promise, understanding or condition which is not set forth in this Agreement has been made or relied upon by either of the parties hereto.

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11. Dispute Resolution. The Parties agree to make a good faith effort to resolve any dispute regarding the construction or interpretation of any provision of this Agreement, or regarding any policy matter or the determination of any issue of fact, at the lowest appropriate level.

12. Governmental Immunity. Each of UTA and SLC is a governmental entity for purposes of the Governmental Immunity Act of Utah, Utah Code Ann. Section 63G, Chapter 7. Consistent with the terms of this Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which it commits, or which are committed by its agents, officials, or employees. No party waives any defenses otherwise available under the Governmental Immunity Act.

13. Authority. The individuals executing this Agreement each represent and warrant (i) that he or she is authorized to do so on behalf of the respective parties hereto, (ii) that he or she has full legal power and authority to bind the respective parties hereto, and if necessary, has obtained all required consents or delegations of such power and authority, and (iii) that the execution, delivery and performance by the respective parties hereto of this document will not constitute a default under any agreement to which it is a party.

14. Notices. Any notice, demand, request or other communication under this Agreement shall be in writing and mailed to the other Parties at the addresses set forth below or at such other address as may provide in writing from time to time. Such notices will be mailed, by first-class mail, postage prepaid, to the Parties as follows:

If to UTA:

Utah Transit Authority
Attn: Mary DeLoretto
669 West 200 South
Salt Lake City, Utah 84101

with a copy to:

General Counsel
Utah Transit Authority
669 West 200 South
Salt Lake City, Utah 84101

If to SLC:

Office of the Mayor
Attn: Erin Mendenhall
451 South State Street, Room 306
P.O. Box 145474
Salt Lake City, Utah 84114

With a copy to:

Division of Transportation
349 South 200 East, Suite 150
P.O. Box 5502
Salt Lake City, Utah 84114-5502

DocuSign Envelope ID: 3CE17357-4588-41D1-822A-68469255A440

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective the date first set forth herein.

Approved as to Form DocuSigned by: Tim Merrill 50A03BC7C491482... UTA Legal Counsel Tim Merrill	UTAH TRANSIT AUTHORITY By: _____ Its: _____ By: _____ Its: _____
Approved as to Form Sara Montoya _____ Sara M. Montoya Senior City Attorney Attest and Countersign: _____ City Recorder	SALT LAKE CITY CORPORATION By: _____ Its: Director of Community and Neighborhoods

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 11/30/2022

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Nichol Bourdeaux, Chief Planning and Engagement Officer
	Mary DeLoretto, Chief Service Development Officer
PRESENTER(S):	Jaron Robertson, Acting Planning Director
	Dave Hancock, Director of Capital Development
	Julianne Sabula, Manager, Planning and Programing, Salt Lake City

TITLE:

Contract: Funding Agreement for 200 South Transit Corridor Construction Project (Salt Lake City Corporation)

AGENDA ITEM TYPE:
Non-Procurement Agreement

RECOMMENDATION:
Approve the Funding Agreement Regarding 200 South Transit Corridor Construction Project and authorize UTA's Executive Director to execute the agreement and associated disbursements with Salt Lake City Corporation in the amount of $1,314,900

BACKGROUND:
As part of a 2018 voter-approved Funding Our Future street reconstruction bond, Salt Lake City (SLC) is reconstructing 200 South. 200 South is Utah's busiest transit street, used by 9 UTA bus routes and about 40 buses per hour. The 200 South reconstruction project design considers the variety of needs of a functional downtown, urban core and will rebuild 200 south to improve mobility and safety for all users. Improvements include:

- Transit priority lanes
- In-lane bus stops with floating bus boarding platforms
- Buffered bike lanes channelized behind bus islands with intersection safety upgrades
- Sidewalk and curb ramp repairs to meet ADA standards
- Midblock crossings with curb extensions and/or refuge islands and flashing crosswalk lights
- Curbside parking and loading zones
- New landscaping trees (100+) and repairs to existing plantings

As a result, getting around will be easier and more comfortable through increased safety for pedestrians and bicyclists, more efficient and convenient transit, and a more welcoming corridor with complete street design elements.

DISCUSSION:

UTA has partnered with SLC in the planning and design of the Project to incorporate transit amenities to bus boarding platforms such as shelters, benches, garbage receptacles, safety railings, lighting, and real time digital signage information systems. These amenities require the installation of underground conduit and junction boxes for electric power and fiber optic communications for the bus boarding platforms. This funding agreement is a cost-effective solution to install the conduit and junction boxes by SLC's contractor as part of the Project.

Other UTA estimated expenses beyond this agreement are as follows:

- Transit amenities including shelters, digital signage, poles, signage, benches, railings, trash cans; $1,849,726.
- Design and installation of fiber and electrical systems: $1,000,000
- Ongoing annual maintenance expenses: $63,000

UTA and SLC staff will provide an overview and discuss the Project with the UTA Board of Trustees.

CONTRACT SUMMARY:

Contractor Name:	Salt Lake City Corporation
Contract Number:	22-P00188
Base Contract Effective Dates:	November 2022 - December 2023
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	$1,314,900
Procurement Method:	N/A
Budget Authority:	2022 Capital Budget: Partner Funds, moved to SGR 407 on August 24, 2022, per technical budget adjustment and UTA Board of Trustees approval

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ALTERNATIVES:

If UTA were to pursue the installation of underground conduit and junction boxes for the transit amenities, it would necessitate the procurement of new designers and contractors. Economies of scale would not be achieved, and such costs would likely be higher for UTA.

FISCAL IMPACT:

- UTA SLC Funding Agreement: $1,314,900 (2022 Capital Budget SGR 407)
- Estimated transit amenities: $1,849,726 (2023 Capital Budget SGR407)
- Estimated design and install of fiber and electrical systems: $1,000,000 (2022 & 2023 Capital Budget SGR407)
- Estimated annual maintenance expenses: $63,000 (Facilities operating budget)

ATTACHMENTS:

UTA Contract No. 22-P00188: Funding Agreement Regarding 200 South Transit Corridor Construction Project

DocuSign Envelope ID: EAA7A4DD-BCDA-4C64-9437-A1D895BE798E

SALT LAKE CITY CORPORATION - CAMP DOCUMENT ROUTING FORM
CITY SIGNATURE AND ACTIVATION PROCESS

Contract #: 06-1-23-4618	**PEID #:** 57050	**MONITOR:**	JULIANNE SABULA
Contract: 200 SOUTH TRANSIT CORRIDC		**CONTRACTOR:**	UTAH TRANSIT AUTHORITY

PLEASE COMPLETE YOUR STEP AND FORWARD TO THE NEXT STEP.

STEP 1

ACCOUNTING DIVISION – Encumber Funds

☑ I certify funds are available:

OR

☐ I certify that no encumbrance is required at this time and any future encumbrance will be checked against available budget by the accounting system:

Funding Source: _____	- _____	$_____
Funding Source: _____	- _____	$_____
Funding Source: _____	- _____	$_____
Funding Source: _____	- _____	$_____
Funding Source: _____	- _____	$_____
Funding Source: _____	- _____	$_____
Funding Source: _____	- _____	$_____
Funding Source: _____	- _____	$_____
Funding Source: _____	- _____	$_____
	Cost Center / Object Code	Limit: $_____

Finance's Signature: Cori Moore **Date:** 10/07/2022

STEP 2

CITY ATTORNEY'S OFFICE – Final Approval

Attorney: Sara M. Montoya

This document has been approved as to form:

	Y	N
Insurance Required:	☐	☑
Perf Bond Required:	☐	☑
Perm Bond Required:	☐	☑

Attorney's Signature: Sara Montoya **Date:** 10/07/2022

STEP 3

AUTHORIZED CITY SIGNATURE - Sign All Documents

Authorized Signer: BHT **Dept/Div:** Transportation

STEP 4

RECORDER'S OFFICE – ACTIVATE

INSTRUCTIONS: Please sign

When activated, keep signed document, e-mail signed document(s) to:

Name: Saarina Maheen **Dept/Div:** Purchasing & Contracts **Phone#:** 801-535-6266

DocuSign Envelope ID: EAA7A4DD-BCDA-4C64-9437-A1D895BE798E

Contract No. 06-1-23-4618

FUNDING AGREEMENT REGARDING 200 SOUTH TRANSIT CORRIDOR CONSTRUCTION PROJECT

UTA Contract No. 22-P00188

THIS FUNDING AGREEMENT REGARDING 200 SOUTH TRANSIT CORRIDOR CONSTRUCTION PROJECT ("Agreement"), is entered into as of _____, 2022 ("Effective Date"), by SALT LAKE CITY CORPORATION ("SLC" or "Party"), a Utah municipal corporation, and UTAH TRANSIT AUTHORITY, a public transit district and political subdivision of the State of Utah ("UTA" or "Party" and collectively referred to as the "Parties").

RECITALS:

WHEREAS, both of the Parties have a long-standing cooperative relationship focused around providing exceptional transit service in support of SLC's Transit Master Plan, which includes support of a robust frequent transit network, bus stop improvements, and end of line facilities in Salt Lake City; and

WHEREAS, the Parties desire to cooperate on the reconstruction of 200 South between 900 East and 400 West in Salt Lake City, Utah, which improvements shall include in-lane bus stops with bus boarding platforms, transit priority lanes, bike lanes, and upgrades to pedestrian infrastructure (the "Project"): and

WHEREAS, UTA intends to provide funding and support for incorporating specific amenities and elements in the Project, described in detail as Element 1 and Element 2 in Exhibit "A" attached hereto (the "UTA Elements"); and

WHEREAS, UTA and SLC plan to establish a separate agreement governing shared responsibilities related to operation of the Project; and

WHEREAS, the Project is divided into two phases with Phase 1 covering reconstruction between 200 East and 900 East; and Phase 2 covering reconstruction between 200 East and 400 West; and

WHEREAS, each of the Parties have agreed to provide funding to facilitate construction of the Project; and

WHEREAS, progress on this Project will serve the public interest by prioritizing buses traveling on 200 South, thereby enabling operation and expansion of regional transit service; and

WHEREAS, the Parties desire to enter into this Funding Agreement to set out their respective financial obligations in support of both phases of the Project;

NOW, THEREFORE, on the stated 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:

DocuSign Envelope ID: EAA7A4DD-BCDA-4C64-9437-A1D895BE798E

AGREEMENT

1. Consideration. The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein.

2. Purpose of Agreement. This Agreement outlines the terms and conditions pursuant to which the parties will cooperate to complete the Project, as more fully described in the Scope of Work, attached hereto as Exhibit "A" and by this reference made a part hereof. The Parties agree to coordinate with each other during the design, construction, and administration of the Project.

3. Project Manager. SLC has assigned Parker Bradley as SLC Project Engineer to administer the 200 South Transit Corridor project. UTA will assign Dean Hansen as a UTA Representative to coordinate and participate in decisions with the SLC Project Manager. The UTA Representative will have the authority to approve design submittals and make or cause to be made the decision required of UTA under this Agreement. In the event a new contact is assigned as the SLC Project Manager or UTA Representative, the relevant party shall notify the other in writing of such change.

4. UTA Funding. Upon execution of this Agreement UTA agrees to commit funds for the total Project (including both Phase I and Phase II) in the amount of $1,314,900 (the "UTA Contribution"), of which 20% ($262,980) shall be held by UTA as a contingency fund ("Contingency Fund"), leaving a balance of $1,051,920 for general construction costs. The UTA Contribution shall be used by SLC in support of the Project as outlined in Exhibit "A", with the Contingency Fund used by SLC only as permitted herein. Upon execution of the Agreement SLC will submit an invoice to UTA for a lump sum payment in the amount of $1,051,920. The Contingency Fund shall be accessed by SLC only upon prior review and approval by UTA of evidence of any unforeseen contingencies, including but not limited to construction cost overruns, which approval shall not be unreasonably withheld.

5. Construction Coordination. SLC shall ensure that UTA has the opportunity to participate in all formal and informal meetings and reviews related to the UTA Elements with the Final Design Consultant and Construction Engineer ("CE") and/or the Contractors. UTA shall have the opportunity to comment upon all construction submittals related to the UTA Elements. Certificates of substantial completion and final completion and acceptance of construction projects for UTA elements shall not be issued by SLC without UTA's concurrence. The UTA Project Manager shall be available to conduct timely "over the shoulder" reviews, with adequate notice. SLC shall not be obligated to delay or interfere with its contractor's construction schedule while waiting for UTA-provided amenities, and SLC shall not be responsible for any increased costs incurred by UTA in installing such amenities outside of the construction schedule. UTA shall not be responsible for delay or interference costs incurred by SLC's contractor in relation to UTA-provided amenities in the event SLC chooses to delay or interfere with the construction schedule for UTA's benefit.

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6. Record Documents. SLC shall require the Final Design Consultant, the CE, and/or the Contractors to provide SLC with the project record documents ("As-Builts"), approved submittals, and project files related to the UTA Elements. SLC will in turn provide copies of these documents to UTA for the purposes of ongoing maintenance records.

7. Contracting Procedures. SLC will serve as the lead agency for the Project and will administer aspects of the Project specific to Element 1 of the Scope of Work. All contracting procedures will be as per SLC policies, including SLC procurement ordinances and procedures. UTA shall be given the opportunity to review and approve all submittals related to the construction of the bus stops as well as conduct construction quality assurance inspections to ensure compliance with UTA bus stop design guidelines. UTA will serve as the lead agency for Element 2 of the Scope of Work. UTA may accomplish the scope of work contained in Element 2 by either contracting out or in-house effort, in its discretion.

8. Term. This Agreement shall remain in full force and effect until closeout of the construction contracts. UTA shall have the opportunity to provide inspection and raise any quality of construction issues to SLC for resolution which is satisfactory to UTA prior to closeout. The Project is estimated to be completed prior to the end of 2023.

9. Amendment, Waiver. No waiver, termination, amendment, or other modification of any provision to this Agreement shall be effective unless the same shall be in writing and signed by all parties, and then such waiver, termination, amendment, or modification shall be effective only in the specific instance and for the specific purpose for which it is given.

10. Entire Agreement. This Agreement constitutes the entire Agreement by and between UTA and SLC with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings and negotiations, both written and oral, with respect to the subject matter of this Agreement. No representation, warranty, inducement, promise, understanding or condition which is not set forth in this Agreement has been made or relied upon by either of the parties hereto.

11. Dispute Resolution. The Parties agree to make a good faith effort to resolve any dispute regarding the construction or interpretation of any provision of this Agreement, or regarding any policy matter or the determination of any issue of fact, at the lowest appropriate level. If the Parties are unable to reach agreement the dispute shall be elevated to successively higher levels of management within the respective organizations. If the UTA Executive Director and the City Mayor are unable to resolve the dispute, either Party may bring the issue to mediation under the auspices of the Juris Arbitration and Mediation Services ("JAMS").

12. Governmental Immunity. Each of UTA and SLC is a governmental entity for purposes of the Governmental Immunity Act of Utah, Utah Code Ann. Section 63G, Chapter 7. Consistent with the terms of this Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. No party waives any defenses otherwise available under the Governmental Immunity Act.

13. Authority. The individuals executing this Agreement each represent and warrant (i) that he or she is authorized to do so on behalf of the respective parties hereto, (ii) that he or she has full legal power and authority to bind the respective parties hereto, and if necessary, has obtained all required consents or delegations of such power and authority, and (iii) that the execution, delivery and performance by the respective parties hereto of this document will not constitute a default under any agreement to which it is a party.

14. Notices. Any notice, demand, request or other communication under this Agreement shall be in writing and mailed to the other Parties at the addresses set forth below or at such other address as may provide in writing from time to time. Such notices will be mailed, by first-class mail, postage prepaid, to the Parties as follows:

If to UTA:

Utah Transit Authority
Attn: Mary DeLoretto
669 West 200 South
Salt Lake City, Utah 84101

with a copy to:

General Counsel
Utah Transit Authority
669 West 200 South
Salt Lake City, Utah 84101

If to SLC:

Office of the Mayor
Attn: Erin Mendenhall
451 South State Street, Room 306
P.O. Box 145474
Salt Lake City, Utah 84114

With a copy to:

Division of Transportation
349 South 200 East, Suite 150
P.O. Box 5502
Salt Lake City, Utah 84114-5502

DocuSign Envelope ID: EAA7A4DD-BCDA-4C64-9437-A1D895BE798E

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective the date first set forth herein.

Approved as to Form DocuSigned by: Tim Merrill 56A03BC7C491482... UTA Legal Counsel Tim Merrill	UTAH TRANSIT AUTHORITY By: _____ Its: _____ By: _____ Its: _____
Approved as to Form Sara Montoya _____ Sara M. Montoya Senior City Attorney Attest and Countersign: _____ City Recorder	SALT LAKE CITY CORPORATION By: _____ Its: Director of Community and Neighborhoods

DocuSign Envelope ID: EAA7A4DD-BCDA-4C64-9437-A1D895BE798E

EXHIBIT A:

SCOPE OF WORK

Primary activities for the Project, including both Phase I and Phase II, referenced above are summarized as follows:

As part of the 2018 voter-approved *Funding Our Future* street reconstruction bond, Salt Lake City will reconstruct 200 South in 2022 (Phase 1: 900 East to 200 East) and 2023 (Phase 2: 200 East to 400 West).

The 200 South Transit Corridor Construction project incorporates Complete Street design elements while prioritizing bus transit through the downtown core. Improvements include:

- Transit priority lanes
- In-lane bus stops with floating bus boarding platforms
- Buffered bike lanes channelized behind bus islands with intersection safety upgrades
- Sidewalk and curb ramp repairs to meet ADA standards
- Midblock crossings with curb extensions and/or refuge islands and flashing crosswalk lights
- Curbside parking and loading zones
- New landscaping trees (100+) and repairs to existing plantings

UTA has participated in the planning and design activities of the Project, and has agreed to support the project in two ways:

1. Element 1: Direct payment to SLC relating to construction expenses that UTA has requested to include in the Project, such as installation of conduit/junction boxes for electric power and fiber optic communication to the bus boarding platforms.

   These elements are included in the construction contracts managed by SLC because road reconstruction activities generally present the most cost-effective mechanism to install underground utility conduits.

   The payment is to be $1,314,900, which includes a 20% contingency which will be held by UTA.

   Upon invoicing UTA for the Net UTA Contribution or any portion of the Contingency Fund in accordance with Section 4 of the Agreement, UTA will pay this amount to the directly to SLC within thirty (30) days of invoicing.

It should be noted that although SLC is installing conduit, electric wiring, and junction boxes, UTA shall be responsible for activities necessary to activate electric power circuits, including any payment agreements with power service provider. Similarly, UTA shall be responsible for installing and activating fiber optic communication capabilities, which shall include any use agreements with communication and data utility conduit provider ("UDOT"). UTA will coordinate these activities with SLC in order to leverage the road construction to complete the activities. SLC shall not be obligated to delay or interfere with its construction schedule in order

to wait for UTA-provided amenities, and SLC shall not be responsible for any increased costs incurred by UTA in installing such amenities outside of the construction schedule. UTA shall not be responsible for delay or interference costs incurred by SLC's contractor in relation to UTA-provided amenities in the event SLC chooses to delay or interfere with the construction schedule for UTA's benefit.

2. Element 2: Provide amenities to bus boarding platforms, such as shelters, benches, garbage receptacles, safety railings, lighting, and real time digital information systems.

   This is similar to the cooperative bus stop development protocols currently in use in Salt Lake City, where SLC provides the physical bus stop (concrete flatwork in the City-owned right of way), and UTA is responsible for purchasing and installing all other amenities.

   The planned amenities for the 200 South Transit Corridor Construction Project currently are as follows (subject to adjustment based on UTA's discretion):
   - Shelters (Qty 25)
   - Trash Cans (Qty 25)
   - Pole and sign (Qty 25)
   - Shelter lighting (Qty 64)
   - Real-time digital signs (Qty 18)
   - Stainless handrail (Qty 1,350 lf)

   The expense is estimated to be $1,849,726.

These amenities are **not included** in the SLC construction contracts managed by SLC, and costs for these amenities are **not included** in the UTA Contribution, but these amenities are important contributions by UTA to the Project that provide a high-quality transit environment. UTA is responsible for procurement of materials and installation of these elements. UTA will coordinate the delivery and installation of these amenities with SLC in order to leverage the road construction to complete the activities. SLC shall not be obligated to delay or interfere with its construction schedule in order to wait for UTA-provided amenities, and SLC shall not be responsible for any increased costs incurred by UTA in installing such amenities outside of the construction schedule. UTA shall not be responsible for delay or interference costs incurred by SLC's contractor in relation to UTA-provided amenities in the event SLC chooses to delay or interfere with the construction schedule for UTA's benefit.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 11/30/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Alisha Garrett, Chief Enterprise Strategy Officer
PRESENTER(S): Nichol Bordeaux, Chief Planning and Engagement Officer
Kyle Brimley, IT Director
Cindy Medford, Manager of Customer Service
TITLE:

Contract: Customer Relationship Management (CRM) Software for Customer Service (Verint Americas Inc.)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve award and authorize Executive Director to execute the three-year contract with two additional one-year options to be exercised in UTA's sole discretion and associated distributions with Verint Americas Inc. in the amount of $1,103,390.76.

BACKGROUND:
UTA currently uses TransTrack a web-based transit business analytics and data management system software application to support the Customer Service Department in the day-to-day interactions with customers. Customer Service procured TransTrack in 2013 and the program has had few changes in nine years. TransTrack has limited functionality and no integration options, making day-to-day interactions with customers inefficient and cumbersome. Customer Service is seeking a replacement Customer Relationship Management (CRM) software to integrate with a variety of external applications and databases as well as multiple channels of customer communication including social media. CRM should be intuitive, have adaptive workflows, configurable user security, data reporting and advanced analytics that can integrate with UTA's data warehouse as well as grow with technology and UTA's business needs.

DISCUSSION:
Verint CM-PRO is the proposed replacement to TransTrack based on an exhaustive RFI and RFP process. Verint CM-PRO software meets and exceeds the requested configuration and integration needs of Customer Service. Verint CM-PRO's powerful and configurable software will help drive operational efficiencies and impactful

customer interactions, meeting UTA's needs for years to come.

CONTRACT SUMMARY:

Contractor Name:	Verint Americas Inc.
Contract Number:	21-03533
Base Contract Effective Dates:	November 2022 - November 2025
Extended Contract Dates:	Two 1-year options*
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	$1,103,390.76 including both option years.
Procurement Method:	RFP
Budget Authority:	2022 and 2023 IT Capital Budget

ALTERNATIVES:

Current CRM software, TransTrack is expiring at the end of 2022, an additional extension of the current contract could be requested.

FISCAL IMPACT:

$640,000 has been allotted from the Capital Budget for the project, 2022 ($370K) and 2023 ($270k) 40-2211.68912 ICI 221

ATTACHMENTS:

1) Signed Contract

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UTA CONTRACT NO. 21-03533

CUSTOMER RELATIONSHIP MANAGEMENT (CRM) SOFTWARE FOR CUSTOMER SERVICE

THIS IT SOFTWARE AND ASSOCIATED 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 VERINT AMERICAS INC. (the "Contractor").

GENERAL OVERVIEW

Utah Transit Authority (UTA) seeks proposer to provide a Customer Relationship Management (CRM) solution for our customer service team. This system is critical for UTA Customer Service agents to perform the core functions of their job. Those functions include but aren't limited to responding to customer feedback related to UTA products and services, recording the details of customer interactions and initiating the workflow to address the feedback. This workflow is critical for UTA to ensure customer feedback is recorded and stored accurately, and the CRM solution will enable this capability. For our agents to perform their job at the highest level we need their CRM software to integrate with a variety of external applications and databases as well as multiple channels of communication including social media integration. UTA is looking for a CRM solution that is intuitive, with responsive user interface that is easy to maneuver. In addition, UTA is also focused on analytics and reporting capabilities to integrate with UTA's enterprise data warehouse to ensure insights can be extracted for decision-making. UTA is also open to any advanced capabilities such as Chatbots or AI that may enhance UTA's customer related business processes. Proposer shall provide recommendations and solutions based on the CRM requirements listed below.

RECITALS

WHEREAS, on March 7, 2022, UTA received competitive proposals to provide CRM SOFTWARE FOR CUSTOMER SERVICE and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation (the "Software and Services") according to the terms, conditions and specifications prepared by UTA in 21-03533 (the "RFP"); and

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

WHEREAS, the CUSTOMER RELATIONSHIP MANAGEMENT (CRM) SOFTWARE 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 Software and Services according to the

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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. **SOFTWARE AND ASSOCIATED SERVICES TO BE PROVIDED BY CONTRACTOR**

Contractor hereby agrees to furnish and deliver the Software and Associated Services in accordance with the Contract as described in Exhibit A (Product Description and Statement of Associated Services) (including performing any installation, testing commissioning and other Services described in the Contract).

2. **TERM**

This Contract shall commence as of the Effective Date. The Contract shall remain in full force and effect for purchases of Software and Services (made via purchase order or other agreed order method) during a THREE (3) - year period expiring JUNE 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 Software 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 Software and Associated Services Supply Agreement (including any exhibits and attachments hereto).
2. Contractor's Proposal including, without limitation, all federal certifications (as applicable); and

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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 Software 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.

c. Reserved.

5. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

- UTA Contract including all attachments and terms and conditions
- Contractor's Bid or Proposal including proposed terms or conditions
- UTA Solicitation Terms

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

6. **LAWS AND REGULATIONS**

Contractor and any and all Software and/or Services furnished under the Contract will comply fully with all applicable and mandatory 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. If there is any change to Laws and Regulations that has a material impact on the performance of this Contract, then this Contract shall be updated by bilateral modification to this Contract prior to Contractor material compliance to this clause.

7. **INVOICING PROCEDURES**

a. Contractor shall submit invoices to UTA's Project Manager for processing and payment in accordance with Exhibit B. If Exhibit B does not specify invoice instructions, then Contractor shall invoice UTA after delivery of all Software and satisfactory performance of all Services. Invoices shall be provided in the form specified by UTA. Reasonable supporting documentation including cost and pricing data demonstrating Contractor's entitlement to the requested payment must be submitted with each invoice.

b. Contractor shall invoice UTA after delivery of all Goods and satisfactory performance of all Services. 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

c. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods or Services. Approval by UTA shall

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not be unreasonably withheld. 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.

d. Reserved.

8. **WARRANTY OF SOFTWARE AND SERVICES**

a. Contractor warrants that all Software and Services shall conform to the Documentation. Documentation for the Case Management Professional offering can be found online at https://emprofessionaldocs.verint.com/cloud/Home/Home.htm. Contractor further warrants that all Software 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. Reserved.

c. Reserved.

d. Reserved.

e. Reserved.

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

Reserved.

10. **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 property to the extent caused, by the acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors.

11. **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

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is written on a "following form" basis.

1. Commercial General Liability – Occurrence Form

   Policy shall include bodily injury, property damage and contractual liability coverage to the extent Verint is liable in the absence of an agreement. Notwithstanding, this forgoing limitation shall NOT release Verint from the full breadth of its obligations under Section 12.2 (Mutual Indemnification) of the SaaS Agreement which is attachment 1 to the contract.

   - 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

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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. 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, 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 Contractor. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the contractor'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).

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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 insurancecerts@rideuta.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 insurancecerts@rideuta.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: Reserved.

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.

12. **OTHER INDEMNITIES**

Reserved.

13. **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

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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.

14. **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).

15. **USE OF SUBCONTRACTORS**

a. Contractor shall give advance written notification to UTA of any proposed subcontract (not indicated in Contractor'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. Contractor shall be solely responsible for making payments to subcontractors, and such payments shall be made within thirty (30) days after Contractor receives corresponding payments from UTA.

d. Contractor shall be responsible for and direct all Work performed by subcontractors.

e. Contractor agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Contractor further agrees that all subcontracts shall comply with all applicable laws

f. For the purpose of this Contract, a "subcontractor" is a person or entity that has been awarded by Verint the performance of a specific scope of work under this Contract.

16. **CONTRACTOR SAFETY COMPLIANCE**

Reserved.

17. **ASSIGNMENT OF CONTRACT**

Other than an M&A or reorganization scenario, 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.

18. **ENVIRONMENTAL RESPONSIBILITY**

Reserved.

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19. **Reserved.**

20. **SUSPENSION OF WORK**

a. UTA may, at any time, by written order to Contractor, require Contractor 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, Contractor 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, Contractor shall resume Work as mutually agreed to in writing by the parties hereto.

c. Reserved.

d. If the Suspension of Work causes an increase in Contractor's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Contractor for the additional costs or time, and modify this Contract by Change Order.

21. **TERMINATION**

a. **FOR CONVENIENCE**: As a public agency dependent on state and federal appropriations and tax revenue for its existence and operation, should UTA receive either legislative direction or experience a funding cut which makes the continuance of this contract impossible, UTA shall have the right to terminate the Contract by providing written notice to Contractor. If the Contract is terminated for convenience, UTA shall pay Contractor: (i) in full for Software 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;

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.

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c. **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) provide UTA all data and other deliverables. 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. All rights and remedies provided in this Article are cumulative and not exclusive.

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) Contractor'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 Contractor 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 Contractor to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Contractor without such written authority shall be at Contractor's sole risk. Contractor shall not be entitled to rely on any other manner or method of direction.

c. Contractor 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 Contractor based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Contractor must give UTA's Project Manager or designee written notice stating:

1. The date, circumstances, and source of the change; and
2. That Contractor regards the identified item as a change in Work giving rise to an adjustment in this Contract.

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

d. As soon as practicable, but in no event longer than 30 days after providing notice, Contractor

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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 Contractor'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.**

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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 Cindy Medford, 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) 287-3211.

27. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is RICK WILSON, 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)278-3016.

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:	If to Contractor:
Utah Transit Authority	Verint Americas Inc.
ATTN: Contracts Administrator	ATTN: Legal Department
669 West 200 South	800 North Point Pkwy
Salt Lake City, UT 84101	Alpharetta, GA 30005
rwilson@rideuta.com	PublicSectorTeam@verint.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

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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:

DURING IMPLEMENTATION AND TESTING

Level of Authority	**Time Limit**
UTA's Project Manager EDISON PASCASCIO (1ST)	Five calendar days
UTA's SAM HORNE (2ND)	
UTA'S KATHRYN "KAT" NOKES (3rd)	
Contractor's Project Manager	
UTA's CINDY MEDFORD	Five calendar days
Contractor's [SECOND LEVEL]	
UTA's NICHOL BOURDEAUX	Five calendar days
Contractor's [THIRD LEVEL]	

AFTER IMPLEMETATION AND TESTING

Level of Authority	**Time Limit**
UTA's Project Manager BRYCE YOCUM	Five calendar days
Contractor's Project Manager	
UTA's CINDY MEDFORD	Five calendar days
Contractor's [SECOND LEVEL]	
UTA's NICHOL BOURDEAUX	Five calendar days
Contractor's [THIRD LEVEL]	

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

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

31. **GOVERNING LAW**

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

32. **COSTS AND ATTORNEY FEES**.

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

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

Contractor agrees that will be not engage in any type of boycott against the State of Israel for the duration of this contract.

34. **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.

35. **AMENDMENTS**

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

36. **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

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terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

37. **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.

38. **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.

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. **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.

41. **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 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. Contractor shall also retain other books and records related to the performance, quality or management of this Contract and/or Contractor's compliance with this Contract. Records shall be retained by Contractor 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. Contractor agrees that it shall flow-down

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(as a matter of written contract) these records requirements to all subcontractors utilized in the performance of the Work at any tier.

42. **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.

43. **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_____

Mary DeLoretto

Title

Date

By_____

Jay Fox

Executive Director

Date

By DocuSigned by: Mike Bell 361F16F838704A9...

Mike Bell

UTA Legal Counsel

Date 11/10/2022

VERINT AMERICAS INC.

By DocuSigned by: Kurt Schneider E736E4016A7F40C... _____

Kurt Schneider

Americas CFO

Date 11/9/2022

DocuSigned by: Christopher Goolsbee A4770194A42D4A6...

Contracts Manager

Verint Americas Inc.

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UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

ATTACHMENT 1
VERINT SAAS AGREEMENT

[SEE NEXT PAGE]

VERINT.

ATTACHMENT 1

This Verint SaaS Agreement ("**Agreement**") is entered into as of the date of last signature on the contract ("**Effective Date**") between Verint Americas Inc. ("**Verint**"), a Delaware corporation with its principal place of business at 800 North Point Parkway, Alpharetta, Georgia, 30005, and its Affiliates, and Utah Transit Authority (UTA) or **Customer**"), a Utah Public Transit District.

For and in consideration of the representations and promises of the parties set forth herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Agreement. This Agreement consists of this Signature Page, the following Schedules, and any Orders executed during the term of this Agreement:

- ☒ Schedule A Definitions
- ☒ Schedule B General Terms and Conditions
- ☒ Schedule C Service Levels
- ☒ Schedule D Information Security Schedule
- ☒ Schedule E Data Processing Schedule

Notwithstanding any other language of this Agreement, the terms and conditions of this Agreement are subservient to the terms and conditions of UTA CONTRACT NO. 21-03533 CUSTOMER RELATIONSHIP MANAGEMENT (CRM) SOFTWARE FOR CUSTOMER SERVICE. Therefore, the terms and conditions of UTA Contract No. 21-03533 shall take precedence over the terms and conditions of this Agreement.

In addition to the terms defined elsewhere in this Agreement, capitalized terms shall have the meaning set forth in Schedule A entitled "Definitions". Each party acknowledges and agrees that by executing the terms and conditions specified in this Agreement, **(i)** it is not relying upon any other statements, representations, warranties, promises, assurances, or the like, **(ii)** no remedies are or will be available to a party with respect to the foregoing, and **(iii)** such remedies are unconditionally and irrevocably waived; provided, the foregoing shall not apply to any acts of fraud by a party.

SCHEDULE A
DEFINITIONS

This Schedule A is made a part of the Agreement signed by the parties on the Signature Page to which this Schedule A is attached. All capitalized terms shall have the meaning ascribed to them, including the following:

1 Access Term. The term, as further described in Section 2 of Schedule B, for which Verint has contractually agreed to provide Customer with access to the SaaS Services in accordance with an Order.

2 Affiliate. Any entity which now or in the future controls, is controlled by, or is under common control with the signatory to this Agreement, with "control" defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract, or otherwise. With respect to **(i)** Customer, an Affiliate may not be a competitor of Verint, and **(ii)** Verint, an Affiliate is limited solely to those Verint entities indicating assent to the terms and conditions of this Agreement by accepting an Order from Customer hereunder or as otherwise expressly provided for in this Agreement. For each Order signed by or on behalf of an Affiliate, "Customer", "Verint" and "party" (each as applicable) as used herein shall mean for all purposes the Affiliate identified therein.

3 Billing Period. The billing period for which the SaaS Access Fees shall be calculated and invoiced to Customer in advance on a pro rata basis as follows: **(i)** annual billing period(s) for an Access Term for a SaaS Service, and **(ii)** for any add-on Order(s) for that SaaS Service, a proportionate period for the initial billing cycle to enable annual co-billing thereafter.

4 Confidential Information. Any non-public information, technical data, or know-how, including, without limitation, that which relates to: **(i)** research, product plans, products, pricing, services, customers, personnel, markets, software, software code, software documentation, developments, inventions, lists, trade secrets, data compilations, processes, designs, drawings, engineering, hardware configuration information, marketing or finances, which is designated in writing to be confidential or proprietary at the time of disclosure if provided in tangible form, or if provided in non-tangible form, shall be identified by the disclosing party at the time of disclosure as confidential or proprietary, **(ii)** with respect to Verint, information concerning the SaaS Services, Hosted Environment, Documentation and any Software provided hereunder and/or materials resulting from Professional Services, any derivatives thereto, the terms and conditions of this Agreement, and **(iii)** with respect to Customer, any Customer Data. Notwithstanding the foregoing, Confidential Information does not include information, technical data or know-how that is: **(a)** in the public domain or becomes available to the public and not as a result of the act or omission of the receiving party; **(b)** without restriction on disclosure, rightfully obtained by the receiving party from a third party or lawfully in the possession of the receiving party at the time of disclosure; or **(c)** approved for release by written authorization of the disclosing party.

5 Customer Data. All data, including but not limited to Personal Data, either provided by Customer or entered on its behalf, in either case, through use of the SaaS Services, or collected or generated by the SaaS Services on behalf of Customer, and which remains in Verint's possession and control for further processing.

6 Customer Environment. The computing environment separately procured, prepared and maintained by Customer for the access and use of the SaaS Services, as further specified in Section 4.2 of Schedule B.

7 Designated Employees. A reasonable number of Customer Personnel (including Customer's system administrator), who have received training from Verint. Designated Employees may be changed by notice to Verint.

8 Documentation. Verint's documentation describing the specifications and use of the SaaS Services and any Software provided as updated from time to time.

9 Error. A failure of the SaaS Services to substantially conform to the Documentation, that Verint can replicate or Customer can duplicate.

10 Error Correction. Revisions, modifications, alterations, and additions to the SaaS Services, installed by Verint in the Hosted Environment as bug fixes or workarounds to resolve Errors.

11 Fees. The Professional Service Fees, SaaS Access Fees and/or other fees as specified in this Agreement or in an Order.

12 Hosted Environment. Verint or its third party's technical environment required to operate and provide access to the relevant SaaS Services, as further specified in Section 4.2 of Schedule B.

13 Intellectual Property Rights. Any and all tangible and intangible rights, title and interest in and to: **(i)** works of authorship, including but not limited to copyrights, neighboring rights, moral rights, and mask works, and all derivative works thereof, **(ii)** trademarks and trade names, **(iii)** Confidential Information, trade secrets and know-how, **(iv)** patents, designs, algorithms and other industrial property, **(v)** all other intellectual and industrial property rights whether arising by operation of law, contract, license, or otherwise, and **(vi)** all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force.

14 Order. The details of a Customer order **(i)** on an order form or schedule provided by Verint and signed by Customer, **(ii)** on Customer's purchase order provided to and accepted by Verint, or **(iii)** placed on Customer's behalf by an authorized Verint reseller on and accepted by Verint. For the purposes of (iii), all terms and conditions of this Agreement shall apply as between Customer and Verint, except with respect to invoicing and payment terms.

15 Overage. Measured on a monthly basis, any actual usage of the SaaS Service which exceeds the SaaS Access Rights subscribed to by Customer under an Order or Orders applicable to the SaaS Service.

16 Personal Data. Any information relating to an identified or identifiable natural person (each a "**Data Subject**"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person which shall include information collected by the use of web-site cookies and IP addresses, and in the context of Verint's obligations under this Agreement, shall mean the Personal Data that remains in Verint's possession and control for further Processing in accordance with, and as further described in, this Agreement.

17 Personnel. With respect to Customer, each of Customer's and/or Customer's Affiliate's employees and independent contractor (in each case, not a competitor of Verint) under obligations **(a)** of confidentiality and nondisclosure, and **(b)** to protect Verint Intellectual Property, and any other individuals with access to components of the SaaS Service designated for external use, which Customer authorizes to use the SaaS Services purchased and/or the SaaS Access Rights procured hereunder; with respect to Verint, each Verint employee or subcontractor under obligations of confidentiality and nondisclosure which performs on behalf of Verint hereunder. For the avoidance of doubt, each party shall be responsible for its Personnel's compliance with this Agreement.

18 Privacy Laws. Laws, as applicable to Personal Data in the context and jurisdiction of the Processing, concerning the regulation of the collection, retention, processing, data security, disclosure, trans-border data flows, use of web-site cookies, email communications, use of IP addresses and meta-data collection.

19 Process(ing)(ed). Any operation or set of operations that is performed upon Personal Data, whether or not by automatic means, such as access, collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, return or destruction, as described in this Agreement.

20 Professional Services. Configuration, consulting, training and/or other professional services specified in an Order.

21 Professional Service Fees. In US Dollars, the fees identified on each Order on a fixed fee or time and material basis for Professional Services to be performed.

22 **SaaS Access Fees.** In US dollars, the fees due to Verint, as further specified in the Order, for use of the SaaS Services to the extent of the SaaS Access Rights, and fees for any Overage calculated at a monthly pro rata amount plus a twenty-five percent (25%) uplift; provided, within thirty (30) days of Verint reporting such Overage to Customer, Customer may instead place an add-on Order for additional SaaS Access Rights equal to at least the highest monthly Overage quantity reported, where the Access Term for that Order starts on the first day of the first Overage month, and continues for the remainder of the Access Term.

23 **SaaS Access Rights.** The type and quantity of SaaS access rights granted to Customer on an Order(s) for use during the applicable Access Term.

24 **SaaS Services.** The online services offered by Verint as more fully described in the Documentation, and all SaaS Access Rights, each as specified on an Order.

25 **Service Levels.** The service level commitments from Verint with respect to the maintenance and support of the Hosted Environment and SaaS Services.

25.1 **Scheduled Downtime.** Any downtime scheduled to perform system maintenance, backup and upgrade functions for the Hosted Environment, and any other downtime incurred as a result of a Customer request.

25.2 **Total Time.** The total number of minutes in the applicable month.

25.3 **Unscheduled Downtime.** Any time outside of the Scheduled Downtime when the Hosted Environment is not available to perform operations. Unscheduled Downtime is measured in minutes.

25.4 **Uptime Percentage.** Total Time minus Unscheduled Downtime, divided by Total Time.

26 **Signature Page.** The cover page of this Agreement specifying the Schedules expressly incorporated into the Agreement, the general terms of the Agreement, and containing the signature of each party's authorized representative manifesting assent to the terms and conditions of this Agreement.

27 **Software.** Computer application programs (including, if applicable, any Updates and other developments provided to Customer hereunder) in object code form developed and owned by Verint or its licensor(s) and licensed for use hereunder.

28 **Updates.** Periodic improvements or additions to the SaaS Services, including Error Corrections and other changes to the SaaS Services, that may be provided hereunder, but excluding any new feature or substantial additional functionality available for the SaaS Service, which, in Verint's sole discretion, is subject to additional fees.

29 **Verint Intellectual Property.** All Intellectual Property Rights in the SaaS Services, Software, Documentation, Hosted Environment and all other Confidential Information provided by Verint hereunder.

SCHEDULE B
GENERAL TERMS AND CONDITIONS

This Schedule B is made a part of the Agreement signed by the parties on the Signature Page to which this Schedule B is attached. The following general terms and conditions shall apply to this Agreement:

1 ACCESS RIGHTS.

1.1 Access Use Rights. During the Access Term, and solely for Customer's internal business use (which may include external use of designated components by Customer's customers), Verint grants to Customer a non-exclusive, non-transferable, non-assignable, personal right to use the SaaS Services specified in an Order through Internet access, up to the extent of the SaaS Access Rights specified in that Order, plus any Overage. With respect to the Documentation applicable to the SaaS Services, Customer may make a reasonable number of copies of the Documentation solely as needed for Customer's internal business purposes. With regards to the on-premise components and related Documentation, Verint grants to Customer, and Customer accepts, a nonexclusive, nonassignable, and nontransferable limited license during the Access Term to use the applicable on-premise components and related Documentation solely in conjunction with the SaaS Services for Customer's internal business purposes, and subject to the terms and conditions of this Agreement.

1.2 Restrictions. Customer acknowledges and agrees that the use rights provided hereunder do not grant any rights not explicitly expressed. All other such rights and interests in Verint Intellectual Property (including any derivatives thereto) are expressly reserved, owned by and remain vested in Verint and its third party vendor(s), and except for the limited use rights granted hereunder, Customer shall not assert any right, title, or interest in or to any Verint Intellectual Property, or portion thereof. Without limiting the foregoing, Customer acknowledges and agrees that no rights or any other interests are provided to Customer with respect to: **(i)** rights in or to the Hosted Environment, or SaaS Services, beyond those rights specified herein, **(ii)** rights to provide access or use of the Hosted Environment, SaaS Services and on-premise components to any other party, including, without limitation, any uses in the nature of a service bureau or application services provider, **(iii)** rights to obtain possession of copies of any component of the Hosted Environment or any software used to provide or perform the SaaS Service except with respect to on-premise component(s), and then only as expressly provided for in Section 1.1, or **(iv)** representations, warranties or other third party beneficiary rights from any Verint vendor.

2 AGREEMENT TERM; ACCESS TERM. This Agreement shall commence on the Effective Date and shall continue unless earlier terminated as provided in Section 13. Unless otherwise specified on the Order, an Access Term shall commence upon the effective date of the applicable Order and shall continue for twelve (12) months thereafter. In the event Customer places additional Orders for the same SaaS Service, Verint may adjust the duration of the additional Access Terms to co-terminate with the Access Terms for that SaaS Service. Each Access Term is non-cancelable, and upon expiration shall automatically renew for additional annual terms at Verint's then current rates, unless either party provides the other with no less than sixty (60) days prior written notice of its intent to not renew.

3 ORDERS.

3.1 Order Submittal. Customer and its Affiliate(s) may submit Orders to Verint, which may be sent via mail, telefax, email attachment, electronic procurement systems, and other means as the parties may decide from time to time. Each Order provided by Customer to Verint must reference the name and Effective Date of this Agreement, and contain information required by Verint, including, without limitation, as applicable: **(i)** the Verint quote number, **(ii)** the SaaS Services and quantity and types of SaaS Access Rights, **(iii)** any Professional Services to be provided, **(iv)** the billing address, **(v)** Customer contact names and phone numbers, and **(vi)** all applicable Fees. Customer and an Affiliate who submits an Order shall both be bound by this Agreement in relation to that Order and shall be jointly and severally liable to Verint for any breach of this Agreement by an Affiliate. Customer shall provide any Affiliate who submits an Order hereunder with a copy of this Agreement (although failure to provide such copy shall not limit or in any way affect Customer's or its Affiliate's obligations or liability hereunder).

3.2 Order Acceptance. All Orders are subject to Verint's acceptance, and to the terms and conditions of this Agreement. For each Order in accordance with this Section, Verint shall acknowledge acceptance of the Order by issuing an invoice in accordance with Section 8. Notwithstanding the foregoing, Verint shall have no obligation to deliver any SaaS Services, SaaS Access Rights, and shall otherwise have the right to withhold performance under this Agreement, if Customer is in arrears on any payments rightfully due to Verint or is otherwise in breach of this Agreement.

4 VERINT RESPONSIBILITIES.

4.1 Procedures and Technical Protocols. Verint will specify to Customer procedures according to which Customer may establish and obtain access to and use the features and functions of the SaaS Services, including, without limitation, provision of any access codes, passwords, technical specifications, connectivity standards or protocols, or any other relevant procedures.

4.2 SaaS Services. Verint will bear responsibility, at its own cost and expense, for the procurement, preparation, hosting, operation and maintenance of the Hosted Environment, including all facilities, hardware, software, telecommunication services, and all other technical requirements necessary to provide access to and use of the SaaS Services; provided Customer will be responsible for procuring and/or operating the Customer Environment, including computer systems, software and telecommunications services meeting such minimum technical requirements and, unless otherwise specified on an Order, for the installation and configuration of the on-premise components in that Customer Environment, each as Verint may specify in the Documentation.

4.3 Support.

4.3.1 Support and Updates. As part of the SaaS Services, Verint shall, either directly, or through its applicable third party vendor(s), provide support for the Hosted Environment and SaaS Services. In addition to establishing and maintaining the Hosted Environment, Verint shall maintain the components of the Hosted Environment with all current Updates that Verint deems necessary for the SaaS Services. Verint shall use commercially reasonable efforts to implement any required Error Corrections. Access to the SaaS Services and maintenance of the Hosted Environment shall be in accordance with the Service Levels specified in Schedule C, and Customer shall, in accordance with the terms of Schedule C, have access to support through Verint's standard telephone, email and web support services.

4.3.2 Backup and Recovery of Data. As a part of the SaaS Services, Verint shall maintain a backup of all Customer Data that Verint is required to retain as a part of the SaaS Services. In the event the Customer Data becomes destroyed or corrupt, Verint shall use commercially reasonable efforts to restore all available data from backup, and remediate and recover such corrupt data.

4.4 Security. Verint shall, either directly, or through its third party service provider, implement and maintain the information security and data protection requirements described in Schedule D, to guard against unauthorized access to the Customer Data while it is retained within the Hosted Environment. Verint reviews its security precautions on a regular basis and modifies them as required by legal, regulatory, and other requirements.

5 CUSTOMER DATA.

5.1 Ownership, Use and Disclosure. Verint acknowledges it receives no ownership or, except to the extent specified herein, other rights in any Customer Data, and all rights, title and interest in such Customer Data remain with Customer. Verint shall not, and shall not permit its Personnel to use or disclose Customer Data, unless authorized by the terms and conditions of this Agreement, by the Customer in writing, or if Verint is required to do so by law or court order. Customer agrees that Verint may: **(a)** use and disclose in aggregate, anonymous and de-identified form, information derived from Customer Data where the resulting information does not in any way identify or allow the identification of Customer or any Personal Data, and/or **(b)** access, use in accordance with the terms and conditions of this Agreement, but not otherwise use or disclose, Customer Data for Verint's internal business purposes, including

for purposes of planning, support, administration and invoicing related to Customer's use of the SaaS Services, and improving or creating enhancements to or new offerings related to the SaaS Services.

5.2 Customer Obligations. Customer agrees that Customer is solely responsible for: **(i)** obtaining any Customer Data and other information Customer provides while using the SaaS Services, **(ii)** obtaining all rights and consents necessary to collect, retain, use and/or disclose the Customer Data, **(iii)** ensuring the Processing, collection, retention and other processing of Personal Data in connection with the use and delivery of the SaaS Services does not violate the rights of Data Subjects or the Privacy Laws, and **(iv)** the accuracy, completeness, quality, integrity, legality, reliability, appropriateness and copyright of all Customer Data. By providing any Customer Data or other information, Customer represents and warrants that such information does not **(x)** violate any intellectual property rights, publicity rights, confidentiality or trade secret rights, or any other legal or equitable rights; **(y)** violate any law, rule, order, judgment or regulation to which Customer or the Customer Data may be subject; and **(z)** violate in any way Customer's obligations in Section 6.2 below. Customer acknowledges and agrees that Verint is not responsible or liable for any unlawful, harassing, defamatory, privacy invasive, abusive, threatening, offensive, harmful, vulgar, obscene, tortuous, hateful, racially, ethnically or otherwise objectionable information, or content, or information or content that infringes or may infringe any copyright, patent, moral right, trade secret, confidential information, trademark right or any other right of a third party. Verint may remove any violating content posted on the SaaS Services or transmitted through the SaaS Services, without notice to Customer.

5.3 Privacy Laws. In addition to all other obligations in this Agreement with respect to Customer Data, each party agrees to comply with its obligations under Privacy Laws, and in the context of any Processing of Personal Data through the provision of the SaaS Services, support and/or Professional Services, the parties shall comply with Schedule E. Customer hereby consents to Verint, its Affiliates, and Personnel of each, Processing Personal Data in relation to Customer's Personnel and contacting the same for legitimate purposes, including without limitation, the administrative functions connected with Orders and invoices, its contractual rights and obligations under this Agreement, the provision of the SaaS Services, support and/or Professional Services. Customer understands and acknowledges that in connection with the Processing of Personal Data pursuant to this Agreement, Verint may share Personal Data with its Affiliates, and its Personnel, and Verint and/or its Affiliates may Process such Personal Data in any jurisdiction in which Verint or its Affiliates or subcontractors maintain facilities.

6 CUSTOMER RESPONSIBILITIES.

6.1 Passwords. All access codes and passwords are personal to the individual to which it is issued. Customer and its Personnel are responsible for maintaining the confidentiality and security of all access codes and passwords issued, and ensuring that each access code and password is only used by the individual authorized. To the extent Verint assigned Customer with administrative rights to create access codes and passwords for its Personnel, Customer shall be responsible for issuing such passwords.

6.2 Use of SaaS Services. Customer shall be solely responsible for the actions of its Personnel while using the SaaS Services and the contents of its transmissions through the SaaS Services (including, without limitation, Customer Data), and any resulting charges. Customer agrees to: **(i)** abide by all local, state, national, and international laws and regulations applicable to Customer's use of the SaaS Services, including without limitation all laws and administrative regulations (including, all U.S. and applicable foreign) relating to the control of exports of commodities and technical and/or Personal Data, and shall not allow any of its Personnel or Data Subjects to access or use the SaaS Service in violation of any export embargo, prohibition or restriction, including but not limited to any party on a U.S. government restricted party list; **(ii)** provide any required notifications to Data Subjects, and obtain all rights and requisite consents from Data Subjects in accordance with all applicable Privacy Laws and other laws in relation to the collection, use, disclosure, creation and processing of Personal Data in connection with this Agreement and the use and delivery of the SaaS Services; **(iii)** not use the SaaS Services for illegal purposes; **(iv)** not knowingly upload or distribute in any way files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Hosted Environment, SaaS Services or another's computer; **(v)** not knowingly interfere with another customer's use and enjoyment of the SaaS Services or another entity's use and enjoyment of similar services; **(vi)** not knowingly engage in contests, chain letters or post or transmit "junk mail," "spam," "chain letters," or unsolicited mass distribution of email through or in any way using the SaaS Services; **(vii)** not interfere or disrupt networks connected to the Hosted Environment or SaaS Services; **(viii)** not post, promote or transmit through the SaaS Services any unlawful, harassing, defamatory, privacy invasive, abusive, threatening, offensive, harmful, vulgar, obscene, tortuous, hateful, racially, ethnically or otherwise objectionable information or content of any kind or nature; and **(ix)** not transmit or post any material that encourages conduct that could constitute a criminal offense or give rise to civil liability.

6.3 SaaS Services Restrictions. Except as otherwise specified in this Agreement, expressly permitted in writing by Verint, or otherwise cannot be precluded under mandatory applicable law, Customer shall not, and shall not permit any other party to:

a. Disassemble, decompile, decrypt, or reverse engineer, or in any way attempt to discover or reproduce source code for, any part of the SaaS Services or on-premise components; adapt, modify, or prepare derivative works based on any of the Verint Intellectual Property; or use any of the Verint Intellectual Property to create any computer program or other material that performs, replicates, or utilizes the same or substantially similar functions as the SaaS Service;

b. Alter, remove, or suppress any copyright, confidentiality, or other proprietary notices, marks or any legends placed on, embedded or otherwise appearing in or on any Verint Intellectual Property; or fail to ensure that all such notices and legends appear on all full or partial copies of Verint Intellectual Property or any related material;

c. Sell, sublicense, lease, assign, delegate, transfer, distribute, encumber or otherwise transform any Verint Intellectual Property or any of the rights or obligations granted to or imposed on Customer hereunder.

7 PROFESSIONAL SERVICES.

7.1 Professional Services. Any Professional Services provided hereunder are subject to Customer's performance of its obligations herein, and in accordance with a mutually agreeable implementation plan. Customer shall provide all necessary information, access, workspace, computing resources, and other services and support materials as reasonably required by Verint to perform its duties in a timely manner, including, without limitation, establishing the Customer Environment. Any development (other than Updates) will only be by written agreement. Verint shall at all times own all Intellectual Property Rights in and to any such development, and such development shall become part of the SaaS Services for the purposes of this Agreement. All Professional Services provided on a time and material basis are per person unless otherwise specified, and charged hourly or daily as indicated for each person.

7.2 Scheduling Professional Services. Customer shall request scheduling for Professional Services ordered hereunder with reasonable notice. Verint shall use reasonable efforts to meet the requested time schedule; provided, all scheduling is dependent upon the allocation and availability of resources. In the event Customer reschedules or cancels scheduled Professional Services, Verint may, to the extent Verint cannot reschedule its applicable resources, charge to Customer a rescheduling or cancellation fee.

8 FEES AND PAYMENTS.

8.1 Fees and Expenses. Upon Verint's receipt and acceptance of an Order, Verint shall invoice Customer one hundred percent (100%) of the Fees for the initial Billing Period, and any fixed fee Professional Service Fees applicable to such Order. Verint may invoice Customer in advance for each subsequent Billing Period, including with respect to any renewal Access Terms, Overages in arrears on a quarterly basis, and for all other fees, assessments and expenses provided for under this Agreement as performed and/or incurred. Customer shall pay all Fees and other amounts due to Verint hereunder within thirty (30) days after the date of Verint's invoice and without deductions, except with respect to any amount disputed in good faith where prior notice is provided to Verint detailing the amount and reason for the dispute. The parties will immediately negotiate in good faith to resolve any dispute.

8.2 Late Payment; Non-Payment; Collections. Time is of the essence in all payment terms. Any amounts not paid to Verint when due shall bear interest at the rate of eighteen percent (18%) per annum, or the maximum legal rate if less, commencing with the payment due date. Customer shall reimburse Verint

for all costs of collection, including reasonable attorneys' fees. This Section is without prejudice to any other rights and remedies available to Verint under this Agreement or at law.

8.3 Taxes, Assessments and Other Charges. All amounts due to Verint hereunder are net amounts, exclusive of, and Customer is responsible for paying, all duties, sales, use or value added taxes, customs duties, GST, tariffs, or other similar taxes, assessments, or excises, however designated or levied, (except for taxes on Verint's net income), whether payable directly by or indirectly through Verint in compliance with applicable law, and except as specified in Section 8.1, no reduction, deduction or off-set may be made by Customer for any reason whatsoever.

9 WARRANTIES; DISCLAIMER.

9.1 Limited Performance Warranty. Verint warrants to Customer that during any Access Term, the SaaS Services will perform substantially in accordance with the Documentation. Customer's exclusive remedy under this Section shall be for Verint to use commercially reasonable efforts to correct any Errors; provided, in the event Verint is unable to correct that nonconformity, Customer shall have the right to terminate the remaining Access Term and receive a pro rata refund of any remaining prepaid SaaS Access Fees applicable to those SaaS Services.

9.2 Disclaimer of Warranties. THE LIMITED WARRANTY AND EXCLUSIVE REMEDY SET FORTH IN SECTION 9.1 ARE MADE FOR THE BENEFIT OF CUSTOMER ONLY, AND ARE EXPRESSLY SUBJECT TO CUSTOMER'S PAYMENT OBLIGATIONS TO VERINT AND CUSTOMER'S OBLIGATIONS TO MAINTAIN ITS CUSTOMER ENVIRONMENT. VERINT MAKES NO AND DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WRITTEN OR ORAL, OR EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, INTEROPERABILITY, DATA ACCURACY, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY PRODUCT, SERVICES, SUPPORT, OR ANY COMPONENTS THEREOF. WITHOUT LIMITING THE FOREGOING, VERINT DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SAAS SERVICE SHALL BE UNINTERRUPTED OR ERROR-FREE.

10 LIMITATION OF LIABILITY. VERINT'S MAXIMUM LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT SHALL BE IN THE AGGREGATE AND LIMITED TO CUSTOMER'S DIRECT ACTUAL DAMAGES NOT TO EXCEED THE ACTUAL FEES PAID TO VERINT HEREUNDER DURING THE TWELVE (12) MONTHS PRIOR TO WHEN THE CLAIM OR SERIES OF CLAIMS AROSE, REDUCED BY ANY AMOUNT DUE VERINT. IN NO EVENT SHALL VERINT, ANY PARENT, SUBSIDIARY, AFFILIATE OR LICENSOR, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, OR REPRESENTATIVES, BE LIABLE (I) TO ANY THIRD PARTY FOR DAMAGES OF ANY KIND OR NATURE OR IN ANY MANNER WHATSOEVER, OR (II) TO CUSTOMER FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, INCIDENTAL, OR SPECIAL DAMAGES OR COSTS (INCLUDING ATTORNEYS' FEES OR LOST PROFITS, TIME, SAVINGS, PROPERTY, DATA OR GOODWILL) REGARDING THIS AGREEMENT OR RESULTING FROM OR IN CONNECTION WITH THE USE, MISUSE, OR INABILITY TO USE THE SAAS SERVICE, OR ANY OTHER PRODUCTS OR SERVICES, REGARDLESS OF THE CAUSE OF ACTION, EVEN IF VERINT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL VERINT BE LIABLE FOR PROCUREMENT COSTS OF SUBSTITUTE PRODUCTS OR SERVICES. THIS SECTION SHALL SURVIVE AND CONTINUE IN FULL FORCE AND EFFECT DESPITE ANY FAILURE OF ESSENTIAL PURPOSE, CONSIDERATION, OR OF AN EXCLUSIVE REMEDY.

11 CONFIDENTIALITY. The unauthorized disclosure or use of Confidential Information of a disclosing party or of a disclosing party's third party licensors, and all information and services related thereto, would cause great injury and harm to the owner thereof. Therefore, each party agrees to take all appropriate action to ensure the confidentiality and security of the other party's Confidential Information, but in any event no less than the same standard of care it uses to protect its own Confidential Information of like kind and value. Without limiting the generality of the foregoing, Customer and Verint each agree that it: **(i)** shall maintain the other's Confidential Information in the strictest confidence, including compliance with reasonable remote access security requirements; **(ii)** shall not disclose, display, publish, transmit, or otherwise make available such Confidential Information or take the benefit thereof, in whole or in part, except in confidence to its own Personnel on a need-to-know basis; and **(iii)** except as expressly permitted hereunder, shall not copy, duplicate, replicate, transform, or reproduce such Confidential Information. Notwithstanding anything to the contrary in this Section, neither party shall be liable to the other for damages resulting from disclosure of any Confidential Information required by law, regulation or valid court order; provided, to the extent legally permitted, prior written notice is provided to the other party sufficiently in advance of such required disclosure to allow the other party to respond and take reasonable and lawful action to avoid and/or minimize the degree of such disclosure or seek appropriate protective orders.

12 INDEMNIFICATION.

12.1 Verint Indemnity. Verint, at its sole expense, shall defend, indemnify and hold harmless Customer from any action based upon a claim that the SaaS Service used as permitted infringes any valid third-party U.S. patent, copyright, trade secret, or other proprietary right, and shall reimburse Customer for all damages, costs, and expenses (including reasonable attorneys' fees) awarded against Customer pursuant to any such actions. If the SaaS Service becomes, or in Verint's opinion is likely to become, subject of such a claim of infringement, Verint shall be entitled, at Verint's sole option, to either procure the right for Customer to continue to use the SaaS Service, or replace or modify it so that it becomes non-infringing. If neither of the foregoing is commercially and reasonably available to Verint, Verint may terminate the SaaS Service and refund to Customer a pro rata refund of any remaining prepaid SaaS Access Fees applicable to those SaaS Services. Verint shall have no obligation or liability hereunder for any claim resulting from: **(i)** modification of the SaaS Service **(a)** by any party other than Verint, or **(b)** by Verint in accordance with Customer's designs, specifications, or instructions; **(ii)** use of the SaaS Service other than as granted in this Agreement; or **(iii)** use of the SaaS Service in conjunction with other products or services not provided by Verint or necessary for the operation of the SaaS Service, where such infringement would not have occurred but for such use; or **(iv)** use of a version of the SaaS Service other than the then-current version where Customer has requested the prior version remain in use.

12.2 Mutual Indemnity. Each Party shall indemnity the other for any injury or damages to the other Party caused by breach of contract or other actions or omissions of the indemnifying Party.

12.3 Conditions. Each party's indemnification obligations hereunder are contingent upon the indemnified party providing the indemnifying party with **(i)** prompt written notice of the claim, **(ii)** an opportunity for complete control of the defense of and the right to settle such claim, and **(iii)** all available information, assistance, authority, and cooperation to enable the defense or settlement of such claim. This Section sets forth the exclusive remedy of the indemnified party against the indemnifying party, and the complete liability of indemnifying party with respect to any action or claim indemnified hereunder.

13 TERMINATION.

13.1 Service Suspension. In the event Customer **(i)** fails to pay Verint any undisputed amounts past due, or **(ii)** is in breach of Section 6.2, Verint shall have the right to immediately suspend without notice any or all related SaaS Services provided to Customer hereunder.

13.2 Agreement Termination. This Agreement may be terminated as follows:

a. By Verint immediately if Customer breaches Sections 6.2, 6.3 or 11; or

b. By either party for material breach hereof which has not been cured within thirty (30) days after written notice of such breach; or

c. By either party at any time if the other party makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy or insolvency.

d. By UTA upon 60 days' notice based on legislative direction or lack of public funding availability

13.3 Effects of Termination.

a. Termination of Agreement. Upon termination of this Agreement, and except to the extent specified herein, **(i)** all fees due to Verint for the current Access Term and any other amounts due Verint shall be immediately paid, and **(ii)** all Customer rights to access and use any of the SaaS Services and to have any on-premise components installed shall immediately terminate without right of refund, and Customer shall delete, or if requested by Verint, return all Verint Intellectual Property in its possession.

b. Customer Data. Within thirty (30) days of termination of this Agreement or non-renewal of the relevant SaaS Service (the "**Return Period**") and subject to Customer's compliance with Section 13.3(a)(i), Customer may request in writing that Verint either delete or return available Customer Data with

respect to the terminated SaaS Service(s). At the expiry of the Return Period, if Customer has not elected either of the foregoing Verint may delete and destroy all such Customer Data without notice or liability to Customer. Where Customer requests Verint return available Customer Data, Verint may fulfil this request by making available functionality that enables Customer to retrieve the Customer Data without additional Processing by Verint. If Customer declines to use this functionality, Customer may, within the Return Period, request that Verint return the available Customer Data under an Order for the applicable Professional Services. Verint agrees to provide such Professional Services at its then current rates, provided that in the event this Agreement is terminated for Customer's breach, Verint shall have the right to require that Customer prepay for such Professional Services. Verint shall provide written confirmation to Customer that it has fully complied with this Section 13.3(b) within thirty (30) days of Customer's request for such confirmation.

c. Survival. Provisions herein which by their context and content are intended to survive termination or expiration hereof shall so survive, including the Signature Page, Schedule A, Sections 1.2, 5, 6, 8, 9.2, 10, 11, 12, 13.3, 14, and 15 of Schedule B, Schedule D, and Schedule E.

14 GOVERNING LAW.

14.1 Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Utah, and shall be subject to the exclusive jurisdiction of the courts in Salt Lake County, Utah. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply in any respect to this Agreement or the parties.

14.2 Remedies. Customer acknowledges that each provision providing for ownership and/or protection of Verint Intellectual Property is material to this Agreement, and that any threatened or actual breach thereof shall constitute immediate, irreparable harm to Verint. If Customer breaches or threatens to breach any such provision, in addition to any other remedies Verint may have, Verint shall be entitled to seek injunctive, equitable, or other equivalent relief against such breach directly from any court of competent jurisdiction without the requirement to post bond or other security. Customer agrees to cooperate with Verint, and to obtain all required consents, in the event a third party seeks to compel Verint to disclose Customer Data through any legal process. To the extent legally permitted, Verint shall provide Customer with advance notice to allow Customer to take reasonable and lawful action to minimize the degree of such disclosure or to seek appropriate protective orders. Verint shall be entitled to charge Customer for all costs and expenses (including reasonable attorney fees) incurred complying with or defending against such legal process, and on a time and material basis for any work performed to produce such Customer Data. Notwithstanding any other terms in this Agreement, Verint shall not be liable to any person for any damages or losses resulting from any disclosure of Customer Data under such legal process.

15 GENERAL PROVISIONS.

15.1 Consent. Wherever in this Agreement consensus, approval, acceptance, or other consent is required, such consent shall not be unreasonably withheld, conditioned, or delayed; however, it shall not be considered unreasonable for Verint to withhold its consent if such consent could jeopardize the confidentiality of or Verint's property interests in and to Verint Intellectual Property or other business interests of Verint.

15.2 Assignment. Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned, or otherwise transferred, in whole or in part, by Customer, and any such attempted assignment shall be void and of no effect without the advance written consent of Verint. Notwithstanding the foregoing, **(a)** such consent shall not be required if Customer assigns this Agreement to an Affiliate or in connection with a merger, or sale of all its stock or all or substantially all of its assets; provided, **(i)** the Affiliate or surviving entity is not a direct competitor of Verint, **(ii)** any such assignee has the financial and other abilities required to perform Customer's obligations and agrees to be bound in writing to Customer's obligations under this Agreement, and **(iii)** at the time of assignment, Customer is not in breach of this Agreement, and **(b)** Verint may assign this Agreement or any Order issued hereunder to any Verint Affiliate. In no event shall this Agreement, or any rights or privileges hereunder, be an asset of Customer under any bankruptcy, insolvency, or reorganization proceedings, or in any other manner whatsoever; however, this Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, and permitted transferees, successors, and assigns.

15.3 Counterparts, Fax Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall be deemed for all purposes to constitute one and the same instrument. The parties hereby agree that hardcopy signatures transmitted and received via facsimile or other electronic means shall be treated as original signatures for all purposes of this Agreement. Notwithstanding the foregoing, electronic mail without attachment evidencing the sending party's authorized signature shall not constitute a writing for the purpose of binding that party or amending this Agreement.

15.4 Force Majeure. Except for obligations of confidentiality, payment, and compliance with laws, neither party shall be liable for any delay or failure in performing hereunder if caused by any factor beyond the reasonable control of the party, including force of nature, war, riot, civil action, terrorism, labor dispute, malicious acts or denial of service by a third party, or failure of telecommunication systems or utilities. Performance shall be deferred until such cause of delay is removed, provided that the delayed party promptly notified the other party after having actual knowledge of any such occurrence.

15.5 Notices. All notices or other communications required hereunder shall be made in writing and shall be deemed to be effectively given: **(i)** if made available to Customer's Personnel by Verint posting such notice to the SaaS Service, and if emailed, the first business day after sending the notice (provided email shall not be sufficient for notices of termination, alleged breach or an indemnifiable claim); or **(ii)** if hand delivered, when received, and if mailed for overnight delivery, when delivery by the overnight carrier is made, in each instance at the applicable address set forth on the Signature Page. Such addresses may be updated by a party from time to time by providing notice to the other party in accordance with the terms of this Section. Each party may change its notices address by giving notice in the manner set forth herein.

15.6 Severability; Waiver. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the parties agree to negotiate in good faith an amendment to replace such invalid or unenforceable provision to cause them to be valid and enforceable; provided, if the parties are unable to agree on such amending terms, a court of competent jurisdiction or arbitrator (as applicable) shall so amend and restate such provision in light of the parties' apparent original intent. The invalidity or unenforceability of any provision shall not constitute a failure of consideration hereunder. Any failure or delay in exercising any right or remedy by either party shall not be deemed a waiver of any further, prior, or future right or remedy hereunder.

15.7 Miscellaneous. The official language of this Agreement is, and all attachments or amendments to this Agreement, contract interpretations, notices and dispute resolutions shall be in English. Translations of this Agreement shall not be construed as official or original versions. Headings are for convenience only and do not define, interpret or limit the scope of any provision hereof. In all cases, the use of "includes/ing" shall mean "includes/ing without limitation". References to a particular section within a schedule or other document expressly attached to the Signature Page shall serve to reference the applicable section within that schedule or document, unless otherwise specified therein. Nothing in this Agreement shall make either party the agent of the other for any purposes whatsoever. No exclusive rights are granted by Verint under this Agreement. All rights or licenses not expressly granted to Customer herein are reserved to Verint, including the right to license the use of the SaaS Services and any Software to other parties. Any reference to a law or statute in this Agreement shall be deemed to include any amendment, replacement, re-enactment thereof for the time being in force and to include any by-laws, statutory instruments, rules, regulations, orders, notices, directions, consents, or permissions (together with any conditions attaching to any of the foregoing) made in respect thereof.

SCHEDULE C
SERVICE LEVELS

This Schedule C is made a part of the Agreement signed by the parties on the Signature Page to which this Schedule C is attached. The calculation of Uptime and any Service Level Credits shall be calculated independently for each SaaS Service subscribed to by Customer. **THIS SCHEDULE C SHALL NOT APPLY TO ANY BETA, PILOT OR OTHER TRIAL SUBSCRIPTIONS, OR TO ANY NON-PRODUCTION ENVIRONMENTS, EACH OF WHICH ARE PROVIDED 'AS IS' AND WITHOUT WARRANTY OF ANY KIND.**

1 SERVICE AVAILABILITY.

1.1 Uptime. Verint will use commercially reasonable efforts to ensure that the Hosted Environment will be available 24 hours per day, 7 days per week, excluding any Scheduled Downtime. In addition to any other notification requirements, Verint will provide Customer with a minimum of seven (7) days advance notice of Scheduled Downtime, and Verint may post a notice on the application log-in screen to notify Customer administrator of any Scheduled Downtime that will exceed two (2) hours. The duration of any downtime is measured, in minutes, as the amount of elapsed time from when the Hosted Environment is not accessible or does not permit Customer to log on, to when the SaaS Services permits Customer to log on and access the Hosted Environment.

1.2 Service Level Credits. If Verint does not meet the Uptime Percentage levels specified below, Customer will be entitled, upon written request, to a service level credit ("**Service Level Credit**") to be calculated, with respect to the applicable Hosted Environment, as follows:

- If Uptime Percentage is at least 99.95% of the month's minutes, no Service Level Credits are provided; or
- If Uptime Percentage is 99.75% to 99.94% (inclusive) of the month's minutes, Customer will be eligible for a credit of 5% of a monthly average fee derived from one-twelfth (1/12th) of the then-current annual fee paid to Verint; or
- If Uptime Percentage is 99.50% to 99.74% (inclusive) of the month's minutes, Customer will be eligible for a credit of 7.5% of a monthly average fee derived from one-twelfth (1/12th) of the then-current annual fee paid to Verint; or
- If Uptime Percentage is less than 99.50% of the month's minutes, Customer will be eligible for a credit of 10.0% of a monthly average fee derived from one-twelfth (1/12th) of the then-current annual fee paid to Verint.

Customer shall only be eligible to request Service Level Credits if it notifies Verint in writing within thirty (30) days from the end of the month for which Service Level Credits are due. All claims will be verified against Verint's system records. In the event after such notification Verint determines that Service Level Credits are not due, or that different Service Level Credits are due, Verint shall notify Customer in writing on that finding. With respect to any Services Level credits due under Orders placed directly by Customer on Verint, Service Level Credits will be applied to the next invoice following Customer's request and Verint's confirmation of available credits; with respect to any Service Level Credits due for SaaS Services under Orders placed on Verint by a Verint authorized reseller on Customer's behalf, Service Level Credits will be issued by such reseller following Customer's request and Verint's confirmation of available credits and such Services Level Credits may only be used by Customer with respect to subsequent purchases of Verint offerings through that reseller. Service Level Credits shall be Customer's sole and exclusive remedy in the event of any failure to meet the Service Levels. Verint will only provide records of system availability in response to good faith Customer claims.

1.3 Exceptions. Customer's right to receive Service Level Credits, and the inclusion of any minutes in the calculation of Unscheduled Downtime are conditioned on: **(i)** prompt payment by Customer of all Fees, **(ii)** Customer performing all Customer obligations (including, without limitation, establishing and maintaining the Customer Environment), **(iii)** Customer's compliance with Section 6.2 of Schedule B, **(iv)** Customer agreeing to use of the most current version of the SaaS Service, and **(v)** the Unscheduled Downtime not being caused by the failure of any non-Verint third party vendors, the Internet in general, any emergency or force majeure event, or issues caused by the Customer Environment or Customer specific configurations not expressly contemplated in the Documentation.

2 SUPPORT.

2.1 Generally for SaaS Services. During any Access Term, Customer Designated Employees shall have access to Verint technical support Personnel through Verint's standard telephone, email and/or web support services during the support hours applicable to the specific SaaS Services subscribed to by Customer. The contact information for Verint technical support Personnel, support hours applicable to the SaaS Services, and Error type classifications and response times can be found at **https://www.verint.com/wp-content/uploads/Verint-CES-Support-Plan.pdf**.

2.2 On-Premise Components. With respect to any on-premise components, except as specified in an Order, Customer shall be responsible for the installation and configuration of the on-premise components in the Customer Environment. Verint shall provide technical support for such on-premise components through Verint's standard telephone, email and/or web support services during the support hours specified in the Maintenance and Support Plan under the Premium Plan found at **https://www.verint.com/wp-content/uploads/Verint-CES-Support-Plan.pdf**.

SCHEDULE D
INFORMATION SECURITY SCHEDULE

This Schedule D is made a part of the Agreement signed by the parties on the Signature Page to which this Schedule D is attached.

1 DEFINITIONS. In addition to the capitalized terms in Schedule A, all capitalized terms shall have the meaning ascribed to them herein this Schedule, and for the purposes of this Schedule, shall govern and control in the event of any conflict, including the following:

1.1 Encryption Standards. Encryption algorithms that are publicly or commercially available, with key lengths sufficient to prevent commercially reasonable attempts to decrypt through brute force the encrypted information.

1.2 Hosted Services. Any SaaS Services or hosting services subscribed to by Customer from Verint.

1.3 Industry Standard(s). Generally accepted standards applicable to the performance obligations of a party with respect to a product or service. Industry Standards can include in part or in whole frameworks published by the National Institutes for Standards and Technology (NIST), International Organization for Standardization, ISACA, Payment Card Industry Security Standards Council and other internationally recognized standards organizations.

1.4 Verint Personnel. Each Verint employee or subcontractor under obligations of confidentiality and nondisclosure which performs on behalf of Verint hereunder.

2 GENERAL SECURITY TERMS. Verint is committed to helping protect the security of Customer Data, and has implemented, and will maintain and follow appropriate technical and organizational measures that conform to Industry Standards intended to protect Customer Data against accidental, unauthorized or unlawful access, disclosure, alteration, loss, or destruction. Verint may modify any of its policies, process or procedures at any time and without obligation to notify or update this Schedule, provided such modifications provide substantially similar or greater protections than those provided for herein. Except as otherwise specified in Section 3, the following terms and conditions in this Section 2 apply to all performance obligations under the Agreement.

2.1 Access Controls. Verint implements Industry Standard access control methodologies, which rely on policy, process, and logical controls to help prevent unauthorized access to systems and data under Verint's control. These access controls include no less than the following:

- Verint uses the "Principle of Least Privilege" model for restricting access to systems and data, and regularly reviews access rights granted to Verint Personnel.
- Verint Personnel each have a unique user ID and personal secret password for accessing internal networks, equipment and data. Verint shall maintain policies concerning the maintenance of password secrecy. Verint Personnel access rights must be suspended within twenty-four (24) hours of employment termination, and modified within forty-eight (48) hours when Verint Personnel roles and/or responsibilities are changed.
- Verint maintains a password policy which, at a minimum, complies with the following standards: **(i)** passwords must not employ any structure or characteristic that results in a password that is predictable or easily guessed; **(ii)** passwords must include at least three (3) of the following character sets, in accordance with password policy settings: **(a)** an English uppercase character (A – Z); **(b)** an English lowercase character (a – z); **(c)** a westernized Arabic numeral; and **(d)** a non-alphanumeric special character from the following character set: !, $, #, %; **(iii)** passwords must be changed at least every one hundred and eighty (180) days; and **(iv)** account lockout must occur after a maximum of five (5) failed password entry attempts. Re-enabling of locked accounts must require extended time based delay, or interaction with a security administrator or help desk function. All password changes must be accomplished through secure procedures.
- Multi-factor authentication processes must be utilized for any access to systems containing Customer Data. All passwords must be stored and transmitted using Encryption Standards.
- User sessions must expire and require the re-entry of a password if idle by more than **(i)** twenty (20) minutes for administrator consoles, and **(ii)** sixty (60) minutes for all other systems and session types.
- For any facilities hosting Customer Data, such facilities shall have implemented electronic access controls to enter such facilities, and further access controls for entering specific areas where such Customer Data is physically resident. Verint shall maintain processes to validate the identify of individuals prior to issuing identification and access badges, and shall maintain processes for issuing visitor badges, logging such issuance, and escort requirements for such visitors. Such logs shall be maintained by Verint for no less than six (6) months from issuance.

2.2 Data Controls. In its performance obligations, Verint does not require access to Customer systems or data, and Customer shall take commercially reasonable efforts to prevent Verint from accessing Customer systems and data. Where Customer provides Customer Data to Verint for Professional Services or Support purposes, Customer shall take commercially reasonable efforts to redact or remove Personal Data prior to providing that Customer Data to Verint. Where possible, such services shall be delivered via screen share or telephone with no data transferred to Verint. If it is necessary to transfer Customer Data to Verint, the following shall apply:

- Customer shall only use Verint approved communication channels for providing Customer Data to Verint. With respect to the storage of such Customer Data by Verint and any further transmission of that Customer Data by Verint, Verint shall ensure such Customer Data is protected using Encryption Standards.
- In the event Verint makes backups of such Customer Data, all backups of Customer Data shall be encrypted on backup media using Encryption Standards.
- Customer Data may only be stored on portable media, including laptops, DVD, CD, magnetic tape media, removable hard drives, USB drives or similar portable storage, if Encryption Standards are used on that portable media.
- Except as specified otherwise in the Agreement, or applicable Order or statement of work, Customer Data may be transferred by Verint to, and stored and Processed in, the United States or any other country in which Verint or its affiliates or subcontractors maintain facilities. Customer appoints Verint to perform any such transfer of Customer Data to any such country and to store and Process Customer Data in order to provide services to Customer.
- Verint shall: **(1)** Process such Customer Data only in accordance with the reasonable instructions of Customer, **(2)** treat such Customer Data as the Confidential Information of Customer, **(3)** promptly notify Customer of any unauthorized or unlawful Processing of that Customer Data of which it becomes aware, and **(4)** not knowingly place Customer in breach of any Privacy Laws.

2.3 Operational Controls. Verint shall maintain operational controls sufficient to enable Verint's satisfaction of its performance obligations in this Section 2, including, without limitation, the following:

- Maintain a dedicated information security function to design, maintain and operate security in line with Industry Standards. This function shall focus on system integrity, risk acceptance, risk analysis and assessment, risk evaluation, and risk management.

- Maintain a written information security policy that is approved by the Verint management team and published and communicated to all Verint Personnel and relevant third parties.
- Provide security awareness training at least annually to its employees, and maintain records of training attendance for no less than one (1) year.
- Conduct vulnerability assessments and/or penetration tests of networks, systems, applications and databases where Customer Data is located at rest, in transit and in use. Verint shall triage identified vulnerabilities and remediate or mitigate vulnerabilities in accordance with Industry Standards.
- Maintain appropriate authentication system(s) to authenticate and restrict access to Verint systems and networks to valid users.
- Install and maintain antivirus software on all servers and computing devices involved with Processing activities, and use other malware detection techniques where reasonably required. Such antivirus software shall be updated on a daily basis, or as otherwise provided by the antivirus software manufacturer.
- Maintain physical security measures with respect to Verint facilities to help prevent and detect physical compromise, including, without limitation, use of identification badges, smart card or other electronic or physical identity verification systems, alarms on external doors, and CCTV on all entrances / exits to such facilities. Verint shall periodically review access records and CCTV video to ensure access controls are being enforced effectively, with any discrepancies or unauthorized access investigated immediately.
- With respect to Verint internal networks, ensure perimeter networks are physically or logically separated from internal networks containing Customer Data, establish and configure firewalls in accordance with Industry Standards, use network intrusion detection systems as a part of network security, and restrict and control remote network access.
- Complete diligent review of any Verint subcontractors that will have access to Customer Data, and require such subcontractors contractually commit to substantially similar terms and conditions as those specified in this Schedule, or terms and conditions that Verint reasonably determines as providing substantially similar protection. With respect to any performance subcontracted by Verint, Verint remains responsible for its subcontractors' compliance with Verint's performance obligations in the Agreement.

2.4 Availability Controls. Verint will maintain contingency planning policies and procedures defining roles and responsibilities on proper handling of contingency events. This shall include a business continuity and disaster recovery plan intended to facilitate the restoration of critical operations and processes which would allow for Verint's continued performance of its obligations hereunder. Such plan shall be periodically reviewed, updated and tested by Verint.

2.5 Application Controls. Verint shall implement and conform its software development practices to applicable Industry Standards relative to the functionality to be performed by the specific Verint product offering. Verint shall maintain software development practices which satisfy the following:

- Use commercially reasonable measures to detect product vulnerabilities prior to release. These measures may include manual test scripts, test automation, dynamic code analysis, static code analysis, penetration testing, or other measures chosen by Verint. Verint shall update procedures and processes from time to time to improve detection of vulnerabilities within its products.
- Verint's developers shall not intentionally write, generate, compile, copy, collect, propagate, execute or attempt to introduce any computer code designed to self-replicate, damage or otherwise hinder the performance of any systems or network.
- Verint's developers shall receive regular training on coding and design with respect to application security.

3 SAAS AND HOSTING SECURITY TERMS. In addition to the terms and conditions in Section 2, the following terms and conditions shall apply to Verint's performance obligations with respect to any Hosted Services procured by Customer under this Agreement. To the extent of any conflict between the terms and conditions in this Section 3 and in Section 2, the terms and conditions in this Section 3 shall control solely with respect to Hosted Services.

3.1 Access Controls. Customer shall have access to Customer Data maintained within their applicable production instance. Customer shall be responsible for maintaining user access and security controls for users accessing the Hosted Services. Verint shall be responsible for restricting all other access to Customer Data residing within the production instance. For the avoidance of doubt, Verint has no obligation to verify that any user using Customer's account and password has Customer's authorization. Verint shall provide access on a need to know basis and shall review access rights of Verint Personnel at least annually. Verint's access controls shall include no less than the following:

- Verint shall enforce complex passwords using built in system settings of at least 8 characters. Verint shall require password changes at least every ninety (90) days. Verint administrators shall use multi-factor authentication for access to the production environment(s).
- Access to Verint's production environment(s) is controlled at four distinct hierarchical levels: the hosting partner level, the Hosted Services operations team level, the Verint network security level, and the application level. Access control is required for each of these levels to provide the optimal level of security for the solution.
- Any Customer Data accessed by authorized Verint Personnel is subject to the aforementioned access controls and is encrypted at rest and in transit.
- A Verint hosting partner's role is to design, deploy, secure, make available, and support the infrastructure upon which Hosted Services operate. The hosting partners have primary control over the infrastructure upon which Hosted Services operate but such control does not extend to access to Customer Data or Verint solutions processing Customer Data. The hosting partner provides Verint's operations teams with the initial credentials required to access the infrastructure and associated support portals to enable Verint to operate and manage the Hosted Services.

3.2 Data Controls. In its performance obligations with respect to Hosted Services, Verint does require access to Customer Data, and the following additional terms and conditions shall apply:

- Verint's security procedures shall require that any Customer Data stored by Verint only be stored using secure data encryption algorithms and key strengths of 128-bit symmetric and 1024-bit asymmetric or greater. Verint shall monitor Industry Standards and implement an action plan if key lengths in use can be compromised through commercially reasonable means.
- Verint will maintain a key management process that includes appropriate controls to limit access to private keys and a key revocation process. Private keys, and passwords shall not be stored on the same media as the data they protect.
- Verint will prohibit Verint Personnel from the download, extraction, storage or transmission of Customer Data through personally owned computers, laptops, tablet computers, cell phones, or similar personal electronic devices except where enrolled in Verint's Mobile Device Management (MDM), Information Rights Management (IRM), or other security programs. If personal computers or mobile devices are used to perform any part of the Hosted Services, Verint will encrypt all Customer Data on such mobile devices.
- Verint agrees that any and all Verint initiated electronic transmission or exchange of Customer Data stored as part of the Hosted Services shall be protected by a secure and encrypted means (e.g. HTTPS, PGP, S/MIME, SSH, SMTP encryption using TLS on gateway while sending emails).

- Customer Data stored as a part of the Hosted Services shall reside only on Verint production systems housed in Verint hosting partner data centers, unless noted in an Order or statement of work or required with respect to professional service engagements or performance of support services. Any storage of Customer Data on Verint premises is temporary and is used strictly for support and services engagements. Once Customer Data on Verint premise has served its purpose, it shall be promptly destroyed in accordance with Verint's confidential data destruction procedures.

3.3 Operational Controls. In its performance of Hosted Services, Verint shall maintain operational controls sufficient to enable Verint's satisfaction of its performance obligations in this Section 3, including, without limitation, the following:

- Verint will utilize up-to-date and comprehensive virus and malware protection capabilities, and commercially reasonable practices, including detection, scanning and removal of known viruses, worms and other malware on the Verint's hosting systems. These virus protection capabilities will be in force on all computers and/or devices utilized in connection with the technology services, as well as on all data files or other transfers that have access or are connected to Verint's hosting system.
- If a virus, worm or other malware causes a loss of operational efficiency or loss of data, Verint will mitigate losses and restore data from the last virus free backup to the extent practicable.
- Verint shall obligate its hosting partners to provide a multiple layered security approach. This shall include perimeter firewalls, DMZ, one or more internal network segments, and network intrusion detection monitors for attempted intrusion to the production environment. Network vulnerability scans shall be conducted regularly and issues addressed according to Industry Standard change control processes.
- Verint shall mitigate security vulnerabilities through the use of perimeter and host countermeasures such as intrusion prevention, web application firewall, IP address shunning, and other measures designed to prevent successful exploitation of vulnerabilities.
- Verint and its hosting partners shall proactively address security risks by applying released security patches, including, as example, Windows security patching and updates to patch known vulnerabilities in an applicable operating system. Patches shall be deployed to production via Verint's change management process. Verint shall test all patches in its test environment prior to release to production. If a patch degrades or disables the production environment, Verint shall continue to mitigate vulnerabilities until a patch is provided by the software or operating system manufacturer that does not degrade or disable production. Such mitigation efforts may include intrusion prevention, web application firewall, and other measures chosen by Verint to reduce likelihood or prevent successful access to Customer Data by an unauthorized party.
- Each month, Verint and its hosting partners shall schedule maintenance windows to perform data center, system, and application maintenance activities. Verint shall notify Customer in advance of any scheduled maintenance activity that is expected to disrupt the Hosted Services functionality.
- Verint shall retain security logs for a minimum of thirty (30) days online and ninety (90) days archived. Verint may retain logs for a longer period at its sole discretion.

3.4 Availability Controls. With respect to Hosted Services:

- Verint shall maintain business continuity and disaster recovery plans specific to its Hosted Services, and shall include data center failover configurations.
- Verint shall maintain a backup of all Customer Data that Verint is required to retain as a part of the Hosted Services. In the event the Customer Data becomes destroyed or corrupt, Verint shall use commercially reasonable efforts to restore all available data from backup, and remediate and recover such corrupt data.

4 ATTESTATION OF COMPLIANCE. Upon Customer's reasonable request, **(i)** Verint shall provide an attestation of compliance to the terms in this Schedule, and/or **(ii)** Verint shall provide its Industry Standard security assessment questionnaire responses applicable to the services provided to Customer. Requests shall be made in writing through the Account Executive assigned to Customer unless otherwise specified by Verint.

SCHEDULE E
DATA PROCESSING SCHEDULE

This Schedule E is made a part of the Agreement signed by the parties on the Signature Page to which this Schedule E is attached.

1 DEFINITIONS. In addition to the capitalized terms in Schedule A, all capitalized terms shall have the meaning ascribed to them herein this Schedule, and for the purposes of this Schedule, shall govern and control in the event of any conflict, including the following:

1.1 "**Adequacy Decision**" means, for a jurisdiction with Privacy Laws that have data transfer restrictions, a country that the Supervisory Authority or other body in such jurisdiction recognizes as providing an adequate level of data protection as required by such jurisdiction's Privacy Laws such that transfer to that country shall be permitted without additional requirements.

1.2 "**Data Controller**" means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data, and in the context of this Schedule E shall mean the Customer.

1.3 "**Data Processing Instructions**" means the Processing instructions set out at https://www.verint.com/our-company/legal-documents/dpa/data-processing-schedule/.

1.4 "**Data Processor**" means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the Data Controller, and in the context of this Schedule E shall mean Verint and references in this Schedule E to Verint include references to Verint Affiliates where such Verint Affiliates are Subprocessors.

1.5 "**Personal Data Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed.

1.6 "**Restricted Transfer**" means: **(i)** a transfer of Personal Data from Customer to Verint; or **(ii)** an onward transfer of Personal Data from Verint to a Subprocessor, in each case, where such transfer outside of jurisdiction of Customer would be prohibited by Privacy Laws in the absence of an approved method of transfer, including through **(a)** an Adequacy Decision, **(b)** Standard Contractual Clauses, or **(c)** by the terms of other recognized forms of data transfer agreements or processes approved by a Supervisory Authority.

1.7 "**Standard Contractual Clauses**" means the contractual clauses approved by a Supervisory Authority pursuant to Privacy Laws which provides for multi-jurisdictional transfer of Personal Data from one jurisdiction to another where such transfer would otherwise be a Restricted Transfer. In respect of any Restricted Transfers from the European Union or United Kingdom to a third country which is not subject to an Adequacy Decision, the modules to the Standard Contractual Clauses as may be updated by Verint from time to time are set out at https://verint.com/wp-content/uploads/Modules-to-SCC-pursuant-to-Regulation-EU-2016-679.pdf.

1.8 "**Subprocessor**" means any third party (including any third party and any Verint Affiliate) appointed by or on behalf of Verint to undertake Processing in connection with the services.

1.9 "**Supervisory Authority**" means an independent public authority which is established in a jurisdiction under Privacy Laws with competence in matters pertaining to data protection.

2 PROCESSING OF PERSONAL DATA.

2.1 Customer agrees to appoint Verint as its Data Processor and that providing Personal Data to Verint pursuant to the Agreement complies with the relevant Privacy Laws.

2.2 Verint will not **(a)** Process Personal Data other than on Customer's documented instructions (set out in this Schedule E or as otherwise set forth in the Agreement or an Order) unless Processing is required by a Supervisory Authority; or **(b)** sell Personal Data received from Customer or obtained in connection with the provision of the services to Customer.

2.3 Customer on behalf of itself and each Customer Affiliate instructs Verint: **(a)** to Process Personal Data; and **(b)** in particular, transfer Personal Data to any country or territory; in each case as reasonably necessary for the provision of the services and consistent with this Schedule E.

2.4 The Data Processing Instructions set out the subject matter and other details regarding the Processing of the Personal Data contemplated as part of the services, including Data Subjects, categories of Personal Data, special categories of Personal Data, Subprocessors and description of Processing.

3 VERINT PERSONNEL.

3.1 Verint shall ensure that persons authorized to undertake Processing of the Personal Data have **(a)** committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality in respect of the Personal Data; and **(b)** undertaken appropriate training in relation to protection of Personal Data.

4 SECURITY.

4.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Verint shall in relation to the Personal Data implement appropriate technical and organizational measures designed to provide a level of security appropriate to that risk in the provision of the services, such technical and organizational measures are set out in Schedule D.

4.2 In assessing the appropriate level of security, Verint shall take account in particular of the risks that are presented by Processing.

5 SUBPROCESSING.

5.1 Verint shall only appoint Subprocessors which enable Verint to comply with Privacy Laws. Customer authorizes Verint to appoint Subprocessors in accordance with this Section 5 subject to any restrictions or conditions expressly set out in this Agreement. Subprocessors appointed as at the effective date of this Schedule E are set out in the Data Processing Instructions or as otherwise specified in an Order. Verint shall remain liable to Customer for the performance of that Subprocessor's obligations subject to this Agreement.

5.2 Notwithstanding the notice requirements set out in Section 15.5 of Schedule B, before Verint engages any new Subprocessor, Verint shall give Customer notice of such appointment, including details of the Processing to be undertaken by the proposed Subprocessor. In addition to any other notifications, Verint may provide such notice by updating the list of Subprocessors in the Data Processing Instructions. Customer may notify Verint of any objections (on reasonable grounds related to Privacy Laws) to the proposed Subprocessor or Data Processing Instructions ("**Objection**"), then Verint and Customer shall negotiate in good faith to agree to further measures including contractual or operational adjustments relevant to the appointment of the proposed Subprocessor or operation of the services to address Customer's Objection. Where such further measures cannot be agreed between the parties within forty-five (45) days from Verint's receipt of the Objection (or such greater period agreed by Customer in writing), Customer may by written notice to Verint with immediate effect terminate that part of the services which require the use of the proposed Subprocessor.

5.2.1 With respect to each Subprocessor which is the subject of Section 5.2 above, Verint or the relevant Verint Affiliate shall: **(a)** carry out adequate due diligence before the Subprocessor first Processes Personal Data, to ensure that the Subprocessor is capable of providing the level of protection for Personal Data required by the Agreement;**(b)** ensure that the Subprocessor is subject to a written agreement with Verint that includes appropriate data protection provisions; and **(c)** if that arrangement involves a Restricted Transfer, ensure that the Standard Contractual Clauses or other appropriate method of transfer are at all relevant times incorporated into the agreement executed between Verint and the Subprocessor.

5.3 Verint shall ensure that each Subprocessor performs the obligations under this Schedule E as they apply to Processing of Personal Data carried out by that Subprocessor, as if such Subprocessor were party to this Schedule E in place of Verint.

6 DATA SUBJECT RIGHTS.

6.1 Verint shall **(a)** upon becoming aware, promptly notify Customer if Verint receives a request from a Data Subject relating to an actionable Data Subject right under any Privacy Law in respect of Personal Data**; (b)** not respond to that request except on the documented instructions of Customer or as required by a Supervisory Authority; and **(c)** upon request from Customer where required by Privacy Laws and in the context of the services, reasonably assist Customer in dealing with an actionable Data Subject rights request to the extent Customer cannot fulfil this request without Verint's assistance. Verint may fulfil this request by making available functionality that enables Customer to address such Data Subject rights request without additional Processing by Verint. To the extent such functionality is not available, in order for Verint to provide such reasonable assistance, Customer must communicate such request in writing to Verint providing sufficient information to enable Verint to pinpoint and subsequently amend, export or delete the applicable record.

7 PERSONAL DATA BREACH.

7.1 Verint shall notify Customer without undue delay upon Verint or any Subprocessor becoming aware of a Personal Data Breach, providing Customer with sufficient information to allow Customer to meet its obligations to report or inform Data Subjects of the Personal Data Breach under the Privacy Laws. Subject to Section 7.3 below, such notification shall as a minimum: **(a)** describe the nature of the Personal Data Breach, the categories and numbers of Data Subjects concerned, and the categories and numbers of Personal Data records concerned; **(b)** communicate the name and contact details of Verint's data protection officer or other relevant contact from whom more information may be obtained; **(c)** describe the likely consequences of the Personal Data Breach in so far as Verint is able to ascertain having regard to the nature of the services and the Personal Data Breach; and **(d)** describe the measures taken or proposed to be taken to address the Personal Data Breach.

7.2 Verint shall co-operate with Customer and take such reasonable commercial steps as are necessary to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

7.3 Where and in so far as, it is not possible to provide the information referred to in Section 7.1 at the same time, the information may be provided in phases without undue further delay.

8 DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATION.

8.1 To the extent necessary, Verint shall provide reasonable assistance to Customer with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Customer reasonably considers to be required by Privacy Laws, in each case solely in relation to Processing of Personal Data by, and taking into account the nature of the Processing and information available to, Verint. To the extent that such impact assessment and/or prior consultation requires assistance beyond Verint providing the applicable Verint processing record(s) and Documentation, Verint shall reserve the right to charge Customer such engagement at Verint's then current daily rates.

9 DELETION OR RETURN OF PERSONAL DATA.

9.1 Following Verint's receipt of Customer's written request during the Return Period, Verint will either delete or return available Customer Data in accordance with Section 13.3(b) of Schedule B.

9.2 Verint may retain Personal Data to the extent required by Privacy Laws or any other statutory requirement to which Verint is subject and only to the extent and for such period as required by Privacy Laws or any other statutory requirement to which Verint is subject and always provided that **(a)** during such retention period the provisions of this Schedule E will continue to apply, **(b)** Verint shall ensure the confidentiality of all such Personal Data, and **(c)** Verint shall ensure that such Personal Data is only Processed as necessary for the purpose(s) specified in the Privacy Laws requiring its storage or any other statutory requirement to which Verint is subject and for no other purpose.

10 REVIEW, AUDIT AND INSPECTION RIGHTS.

10.1 Upon Customer's reasonable request, Verint shall provide all relevant and necessary material, documentation and information in relation to Verint's technical and organizational security measures used to protect the Personal Data in relation to the services provided in order to demonstrate Verint's compliance with Privacy Laws.

10.2 Verint shall ensure a security audit of its technical and organizational security measures is carried out at least annually in compliance with Privacy Laws. Such security audit will be performed in accordance ISO 27001 standards by an internal qualified auditor within Verint. The results of such security audit will be documented in a summary report. Verint shall promptly provide Customer upon request with **(i)** a confidential summary of such report; and **(ii)** evidences of appropriate remediation of any critical issues within four (4) weeks from date of issuance of the audit report.

10.3 If, following the completion of the steps set out in Sections 10.1 and 10.2 Customer reasonably believes that Verint is non-compliant with Privacy Laws, Customer may request that Verint make available, either by webinar or in a face-to-face review, extracts of all relevant information necessary to further demonstrate compliance with Privacy Laws. Customer undertaking such review shall give Verint reasonable notice, by contacting Verint's Information Security Director (in the Americas and APAC regions to privacy@verint.com or in EMEA to EMEA.Privacy@Verint.com), of any review to be conducted under this Section 10.3.

10.4 In the event that Customer reasonably believes that its findings following the steps set out in Section 10.3 do not enable Customer to comply materially with Customer's obligations mandated under the Privacy Laws in relation to its appointment of Verint, then Customer may give Verint not less than thirty (30) days prior written notice of its intention, undertake an audit which may include inspections of Verint to be conducted by Customer or an auditor mandated by Customer (not being a competitor of Verint). Such audit and/or inspection shall **(i)** be subject to confidentiality obligations agreed between Customer (or its mandated auditor) and Verint, **(ii)** be undertaken solely to the extent mandated by, and may not be further restricted under applicable Privacy Laws, **(iii)** not require Verint to compromise the confidentiality of security aspects of its systems and/or data processing facilities (including that of its Subprocessors), and **(iv)** not be undertaken where it would place Verint in breach of Verint's confidentiality obligations to other Verint customers vendors and/or partners generally or otherwise cause Verint to breach laws applicable to Verint. Customer (or auditor mandated by Customer) undertaking such audit or inspection shall avoid causing any damage, injury or disruption to Verint's premises, equipment, personnel and business in the course of such a review. To the extent that such audit performed in accordance with this Section 10.4 exceeds one (1) business day, Verint shall reserve the right to charge Customer for each additional day at its then current daily rates.

10.5 If following such an audit or inspection under Section 10.4, Customer, acting reasonably, determines that Verint is non-compliant with Privacy Laws then Customer will provide details thereof to Verint upon receipt of which Verint shall provide its response and to the extent required, a draft remediation plan for the mutual agreement of the parties (such agreement not to be unreasonably withheld or delayed; the mutually agreed plan being the "**Remediation Plan**"). Where the parties are unable to reach agreement on the Remediation Plan or, in the event of agreement, Verint materially fails to implement the Remediation Plan by the agreed dates which in either case is not cured within forty-five (45) days following Customer's notice or another period as mutually agreed between the Parties, Customer may terminate the services in part or in whole which relates to the non-compliant Processing and the remaining services shall otherwise continue unaffected by such termination.

10.6 The rights of Customer under this Section 10 shall only be exercised once per calendar year unless Customer reasonably believes Verint to be in material breach of its obligations under either this Schedule E or Privacy Laws.

11 RESTRICTED TRANSFERS.

11.1 Customer (as **"data exporter"**) and Verint, as appropriate, (as **"data importer"**) hereby agree that the Standard Contractual Clauses shall apply in respect of any Restricted Transfer from Customer to Verint. Each Party agrees to execute the Standard Contractual Clauses upon request of the other Party and further agrees that absent of execution the terms and conditions of the Standard Contractual Clauses shall in any event apply to any Restricted Transfer. Where such Standard Contractual Clauses must be fully

executed to take effect and Customer has not executed such Standard Contractual Clauses as set out in this Section 11, Customer authorizes Verint to enter into the Standard Contractual Clauses for and on behalf of Customer as data exporter with each applicable data importer.

11.2 For the purposes of appendix 1 to the Standard Contractual Clauses or other relevant part of the Standard Contractual Clauses, the Data Processing Instructions sets out the Data Subjects, categories of Personal Data, special categories of Personal Data, Subprocessors and description of Processing (processing operations).

11.3 For the purposes of appendix 2 to the Standard Contractual Clauses or other relevant part of the Standard Contractual Clauses, Schedule D sets out the description of the technical and organizational security measures implemented by Verint (the data importer) in accordance with clauses 4(d) and 5(c) of the Standard Contractual Clauses.

12 OTHER PRIVACY LAWS.

12.1 To the extent that Processing relates to Personal Data originating from a jurisdiction which has any mandatory requirements in addition to those in this Schedule E, both Parties may agree to any additional measures required to ensure compliance with applicable Privacy Laws and any such additional measures agreed to by the Parties will be documented in a duly executed written addendum or amendment to this Agreement or in an Order.

12.2 If any variation is required to this Schedule E as a result of a change in Privacy Laws, including any variation which is required to the Standard Contractual Clauses, then either party may provide written notice to the other party of that change in law. The parties will discuss and negotiate in good faith any necessary variations to this Schedule E, including the Standard Contractual Clauses, to address such changes.

13 GENERAL TERMS.

13.1 The applicable law provisions of this Agreement are without prejudice to clauses 7 (Mediation and Jurisdiction) and 10 (Governing Law) of the Standard Contractual Clauses where applicable to Restricted Transfers of Personal Data from the European Union (including the United Kingdom) to a third country.

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Exhibit A
21-03533 - Customer Relationship Management Software

Statement of Work To Order No.
548391

Customer Name:	Utah Transit Authority
Account Executive:	Mike Davila
VP of Services:	Stuart Connolly
Services Delivery Manager:	Kesha Lacks

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Section 1: Introduction and Summary

This statement of work ("**SOW**") is an attachment to Order No. 548391 ("**Order**") and is attached to and made a part of the Contract for Professional Services, as amended, by and between Verint Americas Inc., ("**Verint"**) and the Utah Transit Authority ("**Customer**"). The attachments are incorporated herein and made a part hereof by reference (the "**Attachments**"):

With respect to this SOW, and regardless how so defined in the Agreement, any reference to "Customer" herein shall be a reference to the entity (other than Verint) that executed the Agreement. With respect to any performance, acknowledgements or other documents that are required under this SOW from Customer for Verint to perform or as a result of Verint's performance,

Customer's obligations must be satisfied by Customer, or, in the event Customer is a reseller, must be satisfied either by Customer or Customer's end customer.

Summary of the Services

Verint will work with the Customer to conduct the following activities:

Customer On-Boarding and commissioning of CM Professional on Verint Cloud

- CM Professional on one (1) non-production environment one (1) production environment
- Customer Portal Essentials (CPE)
- Conversocial for social messaging
- On premise deployment of Verint Process Management

Discovery and Design Workshops

Present and discuss Verint's analysis of the Customer online forms and describe how Verint will deliver up to ten (10) feedback business processes using a templated approach as appropriate that may include the following:

- General Comment of Questions
- Specific Incident
- Fare Issue
- Report Lost Item
- Safety or Security concerns
- Employee Compliment or Complaint
- Civil Rights Complaint
- Civil Rights Appeal
- Public Hearings
- Comments to the Board

Each of these feedback business processes will follow the same "workflow" process defined in UTA's "Flowchart for CRM incident investigation" document.

Verint will schedule a discussion on CTI (Computer Telephony Integration).

Verint will schedule a series of two-hour integration workshops for each of the following applications:

- UTA Operations tool that assigns operator work (OWATS)
- Automatic Vehicle Locator (AVL)
- Vehicle Assignment Tool (Sign-out and Headways)
- Trapeze InfoAgent
- Trapeze Bus Stop Manager (URL-based integration)
- Trapeze Paratransit (PASS) customer table

Provide access to CM Pro online training for Customers Trainers and arrange Skills Transfer workshop.

Configuration and Build

During this stage of the project Verint will deliver the following:

- Configure and test the solution to deliver up to ten (10) processes.
- Integration to Cisco Finesse for CTI
- Integration with Okta
- Integration to GovDelivery for SMS and ESRI for mapping services
- Integration with the following applications to retrieve data
    - UTA Operations tool that assigns operator work (OWATS)
    - Automatic Vehicle Locator (AVL), including historical data
    - Vehicle Assignment Tool (Sign-out and Headways)
    - Trapeze InfoAgent
    - Trapeze Bus Stop Manager (URL-based integration)

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- Trapeze Paratransit (PASS) customer table
- Active Directory
- Cisco Finesse

- Integration to each of these systems (with the exception of Cisco Finesse and Active Directory) will be read-only and via API (e.g. Web Service or URL). If no API exists, then we will create one, unless this is not possible (for example, integration with InfoAgent may not be possible as it is a Citrix application).
- Reporting based on out of the box, standard reports with Power BI.
- Verint have also included forty (40) hours of technical support to the Customer should they decide to change the reports.
- One-time loading of property, citizen and case data
- Configuration of Customer Portal Essentials (CPE)

UAT Support on Non-Production Environment
Support the Customer User Acceptance Testing (UAT) of the CM Pro solution on the Non-Production environment.

Production Go Live
- Complete a rollout on Production of the CM Pro solution and transition to Verint Support.

Service Hours

Unless otherwise agreed to by Verint and the Customer, the services hereunder will be performed by Verint during Normal Business Hours. Normal Business Hours means 8:00 A.M. to 5:00 P.M., Customer's local time, Monday through Friday, excluding Verint holidays. One exception is the Verint effort to support the transition to go live in Production which will be conducted outside of Normal Business Hours, over the course of a weekend.

Travel and Expenses

Travel and living expenses are non-applicable for the purposes of this SOW. All Verint work will be completed remotely. Technical consultancy support will be provided remotely using WebEx sessions and conference calls.

Scheduling

At the outset of the project, Customer and Verint will review the Services to be performed and develop a written project schedule identifying agreed upon dates for performance of the Services. Verint personnel and other resources will be assigned to the project in accordance with the agreed upon project schedule at that time.

Customer Responsibilities

Verint's performance of services is strictly dependent on Customer's timely completion of all Customer obligations. In addition to Customer's obligations as set forth in the Attachment(s), Customer must also:

A. Provide all relevant documentation and information to Verint in a timely manner.
B. Ensure Customer IT personnel are fully briefed on the needs of the project and are available to assist with any project tasks, including server or network configuration as needed by the demands of the project.
C. Backup all Customer data
D. Where applicable, provide Verint personnel temporary or static passwords to servers and databases.
E. Ensure Site readiness as set forth in Section 1 above.
F. Synchronize time clocks on all servers and data sources (with time zone adjustments as appropriate).
G. Install supported operating systems on Customer furnished hardware.
H. Distribute all software to the agent and supervisor workstations (as applicable).
I. Where applicable, license and install relational database management system (i.e., SQL) software and obtain sufficient server licenses for client connectivity.

Project Roles

The Verint Project Manager and Customer's Project Lead, as defined below, will identify necessary team roles, and assign team personnel during project initiation as appropriate to the services being delivered under this SOW.

A. Verint Team
   1. *Delivery Manager*: Overall responsibility for the delivery of the Project. Helps with issues and escalations for the project.
   2. *Project Manager*: This individual is responsible for managing the implementation process to completion and is the primary contact for the Customer. The Verint Project Manager is the facilitator for all project activities and is responsible for managing project budget, scope, timeline, and scheduling of all Verint resources.
   3. *Solution Architect*: Responsible for overall design and architecture for implementing the Customer solution
   4. *Technical Consultant:* Verint will provide Technical Consultant roles to assist with the installation, configuration, and transition of the Verint solution to Production.

B. Customer Team
   1. *Executive Sponsor: This individual is responsible for the decision to purchase the Verint software and is expected to contribute information about the Customer's goals for the use of the software to the organization.*
   2. *Customer Project Lead: This individual is the business owner that helps with issues and escalation for the Project. This individual is Customer's single point of contact for Verint and is responsible for project coordination, customer resource schedule and ensures performance of Customer responsibilities. This individual must be authorized by senior management with the decision-making powers to ensure the success of the implementation of this engagement.*
   3. *Business Resources: These individuals may be called upon to answer questions about policies, people, queues, and other operational information needed for their specific sites.*
   4. *Business Users: These are the primary end users of the Verint software.*

Communication and Escalation Process

The Verint Project Manager will maintain ongoing communications and attend and/or participate in meetings during Normal Business Hours at times mutually acceptable to the parties for the duration of the project. At any time, project issues or concerns can be escalated beyond the Verint Project Manager by contacting the Verint Delivery Manager and subsequently Verint VP of Services.

Non-Solicitation

During the term of the Agreement and for a period of one (1) year thereafter, Customer shall not recruit or solicit for employment or hire, directly, any employee of Verint (except as a result of general recruiting strategies such as placement of advertisements and posting of positions on corporate web sites) without the prior written consent of Verint.

Change Order Process

Customer may request changes in or additions to the Services being provided hereunder by completing a change control document. If Verint deems the changes feasible, Verint will provide a quote for any increase or decrease in the cost of, or time required for performance of the Services as amended. Once parties agree to the modified scope and related fees a representative of each party will sign a change control document. Verint shall not be obligated to perform any revised or additional Services unless and until a change control document is signed by both parties.

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Section 2: Implementation Services

Milestones under this SOW are provided to Customer on a fixed fee basis and for the fixed fee Services Fee set forth in the Order. Customer will receive a Confirmation of Services document ("COS") to acknowledge that the Service milestones have been rendered in accordance with this SOW and the Agreement. Customer must accept or reject the requested acknowledgment of completion either by signature or by email within five (5) business days. In the event Customer fails to accept or reject a COS by the end of the five (5) business day period, the applicable Service will be deemed delivered complete and accepted.

Project Scope

Project Objective

Verint and the Customer will work together to deliver the following:

- Customer On-Boarding and commissioning of CM Professional on Verint Cloud
- Discovery and Design workshops to present and discuss the requirements analysis and solution design for up to (10) business processes, back office integration workshops and CTI.
- Configure and test the solution to deliver up to ten (10) business processes and agreed integrations.
- Integration to Cisco Finesse for CTI
- Customer Portal Essentials
- Conversocial for social messaging
- Reporting based on out of the box standard reports with Power BI and forty (40) hours of technical support to assist the Customer.
- Loading of property, case and citizen data
- Merge individual form to de-duplicate individual citizen records
- Complete UAT (User Acceptance Testing)
- Transition the solution onto Production

Verint Services

Verint have identified the following project specific assumptions as part of delivering the solution defined in this SoW:

1. Both Customer and Verint will assign Project Managers to this project who will be responsible for managing their respective tasks and personnel according to a mutually agreed schedule.
2. Both the Customer and Verint will select qualified personnel to perform their respective tasks.
3. Project Governance is established and agreed with all parties and adhered to.
4. No expenses have been included and it is assumed all services will be delivered remotely.
5. Customer will manage all existing business system vendors to ensure they are aligned with the needs and demands of the project and will provide resources to support the project in a timely fashion.
6. Verint have assumed that the Customer will provide dedicated resources for the duration of the project who understand the business requirements and are empowered to make decisions and take ownership of Customer project deliverables.
7. Customer will provide test data, user accounts and environments for each of the systems being integrated with.
8. Customer shall ensure that access to third party testing environments is available, as required, in a timely manner, supported by the third parties to ensure end to end integration testing can be completed.
9. If a project is placed on hold it creates additional work to stop and then later reengage which will require a change order to restart the project later.
10. Verint will send all identified pre-requisites to the Customer and discuss and agree with the Customer in advance of Services commencing.
11. No additional functionality or integrations to back-office systems have been assumed or included other than the items noted in this SOW.

12. Where Verint requires access the Customer's network (e.g. during the implementation phase to configure APIs or after the implementation phase as a Verint Support activity), all remote Verint activities will be performed over a customer provided VPN. Verint have assumed that they will have direct and appropriate access to perform installation activities on the Customer's servers.
13. The Customer will be responsible for configuration of network components including proxy, DMZ or other firewalls as required, within their network.
14. The business processes that Verint have identified for delivery are based on replicating what is currently available from the www.rideuta.com web site. We have assumed the following process characteristics for the business processes identified.
    a. General Comment or Question process will contain a maximum of 1 page and 10 data capture fields
    b. Specific Incident process will contain a maximum of 1 page and 10 data capture fields.
    c. Fares issue process will contain a maximum of 1 page and 10 data capture fields.
    d. Report Lost Item will contain a maximum of 23 pages and 200 data capture fields
    e. Safety and Security concerns will contain a maximum of 1 page and 10 data capture fields
    f. Employee Compliment or Complaint process will contain a maximum of 1 page and 10 data capture fields.
    g. Civil Rights Complaint process will contain a maximum of 4 pages and 30 data capture fields
    h. Civil Rights Appeal process will contain a maximum of 4 pages and 30 data capture fields
    i. Public Hearing process will contain a maximum of 1 page and 10 data capture fields
    j. Comments to the board process will contain a maximum of 1 page and 10 data capture fields

    The above assumes a number of predefined fields and screen layouts to deliver the 10 processes identified and if, during the Discovery and Design workshops, the Customer would like to change the fields and screen layouts these changes will be managed under change control.
15. Clustering or load balanced configurations are not in scope.
16. The ability to escalate the priority of a case based on the number of times a customer has contacted the Customer will be provided by a CM Professional user reviewing the individual's contact history, then using the out of the box CM Professional functionality to increase the priority of a case and / or reallocating the cast to a high priority work queue.
17. The ability to escalate the priority of a complaint based on the age of the complaint will be an automatic process implemented by the Customer using the case type, case created date, current work queue and the current priority as inputs.
18. Verint will deliver a single survey issued via email after case closure which will contain a single page based on the Verint survey template available on the Verint Marketplace. This survey will have a maximum of 10 data capture fields. On submission it will be automatically liked to the original case. Verint have not included effort to configure issuing surveys via a targeted email campaign.
19. Verint will deploy its standard merge individual Form. Changes to this Form are excluded from scope and can be considered under change control if required. This Form will provide the ability to search for individuals and choose two duplicate records to be merged. The contact history from one chosen record will be merged into the other chosen record.
20. Verint will provide the solution in English only. Following training the customer will be able to configure the citizen facing data capture forms in other languages using the localization functionality of the Verint Forms
21. Verint will conduct a one-time citizen data migration for one non-production and one production environment based on an assumption that the number of records to be migrated are approximately 105K.
22. Verint will conduct a one-time case data migration for one non-production and one production environment based on an assumption that the number of records to be migrated are approximately 203K.

Commissioning of CM Professional

The Customer is responsible for preparing their sites pursuant to any specific technical requirements prior to commencement by Verint of performance of the services.

CM Professional Cloud Services will arrange a call with the Customer to discuss the pre-requisites to be completed in order to commission the CM Professional environments in the Verint Cloud.

Deliverables	Description	Customer	Verint
Readiness review	Customer On-Boarding documentation review.	Provide necessary detail for the commissioning of the CM PRO environments in the Verint Cloud in accordance	Review completed Site Readiness Checklist.

		with the On-Boarding documentation.	Document any questions or incomplete readiness issues.
CM Professional commissioned on Verint Cloud	Verint Cloud commissioning of CM PRO on one non-production environment and one production environment	Provide remote access to servers installed for Verint applications. Confirm third party integration points are installed and ready for integration. Establish remote access to Verint servers throughout the project life cycle. Provide Microsoft Office 365 email accounts for Cloud provisioning and Customer project team member account information as part of the on-boarding process.	Commission CM Professional on Verint Cloud.
Conversocial commissioned on Verint Cloud	Verint Cloud commissioning of Conversocial on one non-production and one production environment		Commission Conversocial on Verint Cloud.

Project Initiation

This step sets the foundation for the project and includes the Customer Project Manager, with any key End-User stakeholders, meeting with Verint to discuss a consolidated project plan, rationalize project management activities and tools, and define roles and responsibilities for all project members. The output of all these activities will be bundled and shared with the entire project team in a project kick-off moderated by the Project Managers.

The purpose of the project kick-off meeting is to ensure that everyone understands the project scope, the approach to managing the project and the communication channels such that team members understand how we are going to make the project a success. Verint will work with the Customer to conduct the following:

- Review this Statement of Work, and accompanying Order documents, with Customer to ensure there is a common understanding on what will be delivered by Verint, what assumptions Verint have made and how change management will be managed throughout the project, particularly in relation to data capture Forms for processes.
- Review initial Verint project schedule with the Customer Project Manager to prepare initial tasks and assignments, associated durations, start and end dates, and predecessors/dependencies.
- Establish communication methods, status meetings and status reporting.
- Provide Customer access to the Verint Community and the Verint Online Academy

Deliverables	**Description**	**Customer**	**Verint**
Project Schedule	Initial Project Plan Schedule (MS Project Gantt) jointly created with the Customer for the delivery.	Review for input and editing.	Create and manage the document and share it

			with the Customer for joint review.
Project Status Reporting	Agree the mechanism for project reporting in relation to status report format and frequency of project review meetings	Review for input and editing. Assist in the preparation and confirmation of Customer tasks, schedule, and resource assignments	Work with the Customer to agree the project status report format and schedule project review meetings
Verint Connect	Provide access to online training courses through the Verint Online Academy.	Confirm access to Verint Connect and training courses within the Verint Online Academy.	Provide details to access Verint Connect and Verint Online Academy.

ASSUMPTIONS

- Customer acknowledges that artifacts that are created during the project initiation stage of the project i.e., Project Schedule, etc., are working documents that will be updated and maintained throughout the lifecycle of the project and therefore understand that these are not “final” versions of these artifacts.
- Customer will be responsible for completing the online training courses for Verint CM Professional made available through the Verint Online Academy before commencing the User Acceptance Test (UAT) phase.

Discovery and Design

Verint will work with the Customer to schedule a series of workshops to review business processes to be delivered based upon Verint's analysis of Customers online processes and Verint's templated design approach. Verint will use templates to deliver a solution to the Customer. These templates may be used without any customizations for processes and can also be tailored to meet specific client requirements, managed under change control. In addition, extra custom fields and process logic can be added to a starter template to configure more complex processes.

The business process workshops will use a persona based, user journey approach to elicit the requirements. During these workshops we will use the Verint templates to review the applicable user journeys and identify the field level data to be captured to support these journeys. The workshops will be scheduled based on the process templates to be used with the assumption that the templates will add consistency to the user experience, regardless of the business area to which they will be applied.

Activities	Description	Customer	Verint
Process Discovery Workshops	A series of workshops scheduled to review up to ten (10) business processes that will be configured using Verint Forms templates.	Work with Verint to schedule workshops and finalize business requirements for up to ten (10) business processes. Populate a configuration spreadsheet with details to enable Verint to configure the business processes in CM Professional. This would include field labels, field types, field validation, process logic, case classification, case workflow, work queues .	Work with the Customer to schedule workshops to review business process requirements for up to ten (10) processes utilizing Verint Form Templates. Provide product backlog that captures requirements for up to ten (10) processes based on using the template Forms and the process configuration spreadsheet.

Integration Workshops	A series of two-hour workshops to discuss the integration approach for each of the following systems: • UTA Operations tool that assigns operator work (OWATS) • Automatic Vehicle Locator (AVL) • Vehicle Assignment Tool (Sign-out and Headways) • Trapeze – Info Agent • Trapeze – Bus stop info • Trapeze Pass (Paratransit customer database)	Work with Verint to schedule workshops and finalize integration requirements for the systems listed.	Work with the Customer to schedule workshops to review the integration requirements for the systems listed.
CTI Design	Capture requirements for integration with Customer's Cisco Finesse application.	Work with Verint to schedule workshop for CTI integration.	Work with Customer to schedule workshop to capture requirements for CTI integration.

ASSUMPTIONS

- Verint have assumed that the Customer can describe business processes for the chosen ten (10) to a level where the fields needed to capture data about the process have been defined.
- Verint have assumed that the Customer will provide dedicated resources for the duration of the project who understand the business requirements and are empowered to make decisions and take ownership of Customer project deliverables.
- The Product Backlog will be used by Verint to configure up to ten (10) business processes once signed-off by the Customer. Any modification to the Product Backlog once signed-off and agreed to will be managed under change control.

Configuration and Build

This stage will take the Product Backlog captured during Discovery and schedule a series of fixed duration sprints to complete configuration of the service requests along with other Verint deliverable and testing of the solution.

Activities	Description	Customer	Verint
Business Process Configuration	Configure the data capture forms for the agreed user stories included in the Product Backlog for up to ten (10) business processes which may include the following: • General Comment or Question • Specific incident • Fares issue • Report Lost Item • Safety or security concern	Provide styling for the data capture forms.	Configure up to ten (10)business processes utilizing Verint Form Templates to include the case classification, case workflow, queue setup, and creation of event codes. Apply styling provided by Customer to up to ten (10)business processes.

	• Employee compliment or Complaint • Civil rights complaint • Civil rights appeal • Public Hearings • Comments to the Board		
ESRI-GIS Integration	Deliver the out of the box GIS integration in CM Professional.	Provide any required GIS layers (including feature layers and base layers) that are needed. Provide a reverse geocoding service, if required. Provide a custom locator service, if required. Provide open unauthenticated access to the GIS feature layers and attributes as required. Layers are assumed to be grouped into a single GIS service. If a case layer is required, the customer will provide an ESRI REST API which Verint will call when cases are created and closed. This API will be used to maintain the data provided via an ESRI layer. Provide up to 5 feature layers that will be configured on the map with up to 5 business rules configured per layer.	Integrate to GIS system using published APIs available over the Cloud and based on the agreed integration design specifications approved during Discovery and Design.
Citizen Data Migration	Populate citizen data in the CM Professional database.	Provide Verint with a csv file of the data required for citizen migration in the Verint standard format. Ensure the quality and accuracy of the anonymous citizen records and sanitize any duplicate records found within the source data prior to creating the anonymous citizen data file in the required format for loading	Provide tools to load citizen data which consists of two cycles of loading citizen data to align with data protection stipulation: • Provide the customer with the required file format for them to provide anonymous citizen data so that Verint can test the loader in the non-

		on the non-production environment. Ensure the quality and accuracy of the actual citizen records and sanitize any duplicate records found within the source data prior to creating the actual citizen data file in the required format for loading on the production environment.	production environment. • The same file format will then be used by the customer to provide the actual citizen data for loading into the production environment.
Case Data Migration	Execute the agreed mechanism to load case data from the existing system into CM Professional.	Provide Verint with a csv file of the data required for case data migration in the Verint standard format.	Provide file format to the Customer for case data Extraction. Load the case data in CM Professional by running the Case Loader using the extract file provided by the Customer.
Customer Portal Essentials (CPE)	Deployment of out-of-the-box of Verint Customer Portal Essentials (CPE).	Provide the corporate stylesheet guidelines as well as any logos that are required. Perform any additional styling of forms or web pages as required.	Configure basic CSS styling and application of a custom header / footer for Customer Portal Essentials. Deploy agreed Verint configured forms to CPE.
CTI Integration to Cisc Finesse	Enable CTI within EM Professional to accept incoming telephony data to be used to screen pop citizen data from the CM Professional database.	Provide access to telephony systems to test out the CTI integration in both non-production and production.	Configure CM Professional Employee Desktop to integrate with the Customer's Cisco Client Software to enable screen-pop of the caller's details on non-production and production.
Integrations to various systems	Deliver integrations to the following systems for data retrieval • UTA Operations tool that assigns operator work (OWATS) • Automatic Vehicle Locator (AVL) • Vehicle Assignment Tool (Sign-out and Headways) • Trapeze – InfoAgent • Trapeze – Bus stop info • Trapeze – Pass (Paratransit customer database)	Provide access to all of the systems to be integrated to as part of the solution for both configuration and testing purposes.	Configure CM Professional to retrieve data from the systems listed to populate business process Forms.

Power BI Deployment and Consultancy	Deploy standard reports on one (1) non-production environment and one (1) production environment.	Define reporting requirements to be used during the forty (40) hours of Technical Consulting for Power BI.	Deploy standard reports. Provide forty (40) hours of Technical Consulting support to the Customer on the OOTB standard reports provided to the Customer using Power BI through the CM Professional Cloud Data API.
End-to-End Testing	Complete end-to-end testing of Verint configured deliverables.	Review testing results of Verint end-to-end solution testing.	Conduct end to end solution integration testing for the components of the solution we are responsible for delivering and share test results with the Customer.

ASSUMPTIONS

- The Configuration and Build activities will commence once the Customer has signed off on the Discovery and Design activities and milestone.
- Verint will be responsible for configuring a total of up to ten (10) business processes in accordance with this statement of work and the Product Backlog. Any additional processes configuration will be managed under change control.
- The business processes to be configured are considered 'feedback' processes and will follow the workflow defined in the customer supplied 'Flowchart for CRM incident investigation' document.
- Verint will perform one property data load on Customer's non-production and production environment.
- Verint assumes that the Customer will be using ESRI ArcGIS based maps and that their GIS application will provide a public facing JavaScript API which Verint Forms will use to interact with the map.
- Verint will perform one citizen data migration on the non-production environment and one citizen data migration on the production environment. Any additional citizen data migration is not included within the scope of this statement of work and will be managed under change control.
- Verint will perform one case data migration on the non-production environment and one case data migration on the production environment. Any additional case data migration is not included within the scope of this statement of work and will be managed under change control.
- CTI integration will be configured via a decorated URL.
- The following applications to be integrated with CM Professional do not have a Web service interface and as such the customer will provide Verint access to the underlying databases and the SQL queries required to satisfy the business logic. The databases will be either Oracle or MS Sql Server.
    a. OWATS
    b. Vehicle Assignment Tool (Sign-out and Headways)

User Acceptance Testing

Customer will create and execute user test cases for the agreed Verint deliverables. The testing will be performed in a controlled manner which allows Customer to verify and document that the test cases work as expected or capture details of any anomalies that may occur. Verint assistance with Customer specific user testing is billable under this SOW and Verint has already included up to fifty six (56) hours of Verint assistance.

Activities	Description	Customer	Verint
Customer UAT (User Acceptance Testing) Support	Customer UAT of the Verint deliverables is complete with all Severity 1, Severity 2 and Priority 1 and Priority 2 issues	Create Customer specific test cases and associated test data, including setup on third party systems providing integration to Verint CM Professional.	Verint will provide support to the Customer throughout UAT and will work with the Customer to

	found against Verint deliverables resolved.	The Customer shall ensure that access to third party testing environments is available, as required, in a timely manner, supported by the third parties to ensure end to end integration testing can be completed. Execute each test and confirm test results. Document all test results and share with Verint.	resolve issues found with Verint deliverables.

ASSUMPTIONS

- The User Acceptance (UAT) activities will commence once the Customer has signed off on the Configuration and Build activities and milestone.
- Verint will be responsible for triaging defects that occur during UAT that are associated with any processes and / or integration that Verint have delivered. If Verint are requested to triage and resolve defects related to non-Verint deliverables this will be managed under change control.
- Customer will supply the necessary resources to execute UAT including the logging and management of defects. Verint will provide project related support during this phase Customer will provide relevant use cases to be used for testing as requested to allow Verint to complete basic integration validation prior to handover for UAT.
- The Customer shall ensure that access to third party testing environments is available, as required, in a timely manner, supported by the third parties to ensure end to end integration testing can be completed.
- Customer will provide the necessary test case documentation required for UAT.
- Customer will fully own UAT and perform a full regression test of the solution on the non-production environment.
- Customer will also ensure all tests are carried out and results are provided in a timely manner.
- This stage will be deemed complete when any Severity 1, Severity 2 and Priority 1 and Priority 2 defects found in the Verint deliverables are resolved, which include the processes, user journey and integration with Customer's middleware.

Production Readiness and Customer Support Handover

Verint will work with the Customer to complete the rollout of the overall solution on Production to all Customer users.

Activities	Description	Customer	Verint
Go Live Technical Assistance	Provide updated action plan for remaining defects.	Provide rollout schedule to Verint for review and feedback. Reserve training facilities if applicable and use Customer Trainers to conduct end user training. Ensure all Customer third party vendor environments are ready for go live.	Migrate the solution from Non-production to Production and conduct an agreed set of regression tests along with the Customer to ensure the migrated solution is good to go. Create and manage the defects action plan and share it with Customer for joint review and later approval.
Handover to Verint Support complete	Completed Post Implementation support and handover	Identify resource to participate in handover session to Verint.	Completed documentation for handover to Verint Support.

	documentation created for Verint Support.	Acknowledge handover is complete and all future issues will be managed through Verint Support	Arrange and facilitate a handover call with the Customer and Verint to review the ongoing incident handling procedures.

ASSUMPTIONS

- The Production Readiness and Customer Support Handover activities will commence once the Customer has signed off on the UAT project milestone.
- Customer has prepared internal organization for go live of the solution.
- Customer will be responsible for conducting any end-user training required for Customer resources in preparation for project go-live.
- Additional go-lives or go-live support is out of scope unless otherwise managed under change control.
- This stage will be deemed complete when any Severity 1, Severity 2 and Priority 1 and Priority 2 defects of the Verint configuration are resolved.

Section 3: Training Services

The Customer will have access to the following training modules available on Verint Connect should the customer wish to proceed with this training:

Employee Desktop

Prerequisites

- Computer literate with an understanding of the Customer processes

Audience

- Customer Trainers, Business Analysts, Technical Configurators, System Integrators

Objectives

- The course provides a high degree of hands-on, intensive training on the Employee Desktop to contact center agents and supervisors.

Duration

- Verint Online Academy: Estimated Time - 30 minutes

Content

- The course comprises of the following modules:
  - How to navigate the new Employee Desktop interface
  - How to create a new interaction and case using the new user interface
  - How to handle a case or interaction as a back-office worker

Business Configuration

Prerequisites

- Employee Desktop
- General IT and business skills

Audience

- Customer Trainers, Business Analysts, Technical Configurators, System Integrators

Objectives

- The course focuses on developing the skills necessary to configure and maintain Case Management Professional using the Configuration Studio. It provides a high degree of intensive, hands-on product experience.

Duration
- Verint Online Academy: Estimated Time - 8 hours

Content
- The course comprises of the following modules:
    - What is Engagement Management Professional?
    - An overview of the configuration process
    - Creating an admin user
    - Configuring classifications
    - Creating work queues
    - Configuring security groups
    - Configuring tasks
    - Form definitions
    - Configuring and testing a process definition
    - Customer notifications
    - Online forms and browser events
    - Adding service requests to the customer portal
    - An introduction to authoring knowledge
    - Creating Scriptflows
    - Summary and quiz

Verint Forms

Prerequisites
- Business Configuration

Audience
- Customer Trainers, Business Analysts; Technical Configurators.

Objectives
- The Verint Forms application provides the capability to rapidly develop and deploy custom web based and in application forms. Content and forms can be served using the Customer Portal Essentials capability of the Case Management Professional solution. This provides a Platform accessible to citizens over the web in self-service and CSC agent-assisted modes. During this course you will learn how to configure a form and explore the features available within the tool.

Duration
- Verint Online Academy: Estimated Time - 3 Hours

Content
- The course comprises of the following modules:
    - Introduction to Forms
    - Introduction to the Forms Builder
    - Configuring Forms
    - Areas and Widgets
    - Validation and Publishing a Form
    - Buttons and Conditional Rules
    - One to Many Widget
    - Look and Feel
    - EM Professional Integration
    - Additional Functionality
    - Quiz
    - Summary

The course is supplemented with demonstrations and examples and provides the student with extensive hands-on product experience.

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ASSUMPTIONS

1. All Verint software documentation and eLearning / training materials are provided in English language only.
2. Verint have included CM Professional training courses for the Customer and have assumed that those attending the training are computer literate, have general IT skills and are familiar with configuring application software.
3. The Customer accepts and acknowledges that the training material that will be used are standard training courses that are used to train all Verint CM Professional customers and cannot be tailored to suit specific Customer requirements.
4. Verint are not responsible for the abilities of the Customer's attendees at Verint training courses to understand and apply the training they have received.

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Section 4: Attachments

Attachment A: Sample Change Order Request Form

Date		Change Order #		Customer Name	
SO#		Verint VP		Verint Project Manager	

Change Information

Summary or Requested Change: [indicate below]					
Application(s)		Release		Affected Site(s)	
Total Quote Cost:		$ New Quote #:		[ ] Fixed Fee [ ] Time & Material [ ] Mixed **T&M Project Over-Run [ ] Yes [ ] No	
Additional Time by Resource Type (Scope)		Resource Type	Days/Hours	Resource Type	Days/Hours
PO Required [ ] Yes [ ] No		PO Number			
New SOW Required [ ] Yes [ ] No					

Customer Acceptance

Customer Representative (Name/Title)		Phone Number	
Authorizing Customer Signature/Date		Email Address	
Agreement Incorporation - The terms and conditions of the original order (referenced above) will govern this agreed upon change.			

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Attachment B: Sample Milestone Completion of Services Form

Client and Project Information

Client:			
Project Name:		Project ID:	
Address:			
Responsible Party:			
Email Address:			
Telephone:			

Purchase Order #:		Purchase Order Amount:	

Milestone(s) or Services Completed

Milestone #	Description	Date Completed	Invoice Amount

Milestones set forth in this Confirmation of Services (COS) document must either be accepted or rejected within five (5) days of submission by Verint; if rejected, Customer will furnish details of rejection sufficient for Verint to re-perform and correct the affected Service(s), after which a new COS shall be provided for Customer's acknowledgement. The parties acknowledge that work on all future milestones may either be temporarily halted or will not commence until resolution is reached on any milestone not accepted. In the event Customer fails to accept or reject this COS by the end of the five (5)-day period, the applicable Service will be deemed delivered complete and accepted.

Customer confirms that that the undersigned is authorized to acknowledge completion of the applicable milestone(s) on behalf of Customer.

Customer Acceptance

Customer Representative (Name/Title):		Phone Number:	
Authorizing Customer Signature/Date:		Email Address:	

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Currency: USD

Exhibit B
21-03533 - Customer Relationship Management Software
ORDER: 548391 – 6
(Reference Quotes: 548391 & 550350)

This Order is attached to and made a part of the UTA CONTRACT NO. 21-03533 ("Agreement" or "Contract") and is by and between Verint Americas Inc. ("Verint") and Utah Transit Authority ("Customer"). The effective date of this document shall be the date of the last signatory of the Agreement.

1a. SAAS ACCESS RIGHTS AND INITIAL SAAS ACCESS FEES:

Item #	Description (QUOTE 548391)	Term (Months)	Units	UOM	Sell Price
89-180-5127	Verint Case Management Professional Employee Desktop - SaaS	36	1	Named Employee	1,872.00
93-531-1180	Verint Case Management Professional Data Model and reports for Power Business Intelligent - SaaS	36	1	Server	50,400.00
93-531-1216	Verint Case Management Professional Employee Desktop (Case Handler Only) - SaaS	36	1	Named Employee	624.00
93-531-1257	Verint Case Management Professional Sandbox Essential - SaaS	36	1	Sandbox	18,000.00
93-531-1259	Verint Case Management Professional Case Transactions Add On - SaaS	36	1	Case Transactions	120,000.00
93-533-0001	Verint Knowledge Management Professional - SaaS	36	1	Named Employee	1,296.00
93-530-7812	Verint Messaging Agent Workspace Evolve Concurrent (up to 3 individuals per each Concurrent User) - SaaS	36	1	Concurrent User	26,250.00
				TOTAL INITIAL SAAS ACCESS FEE – 36 MONTH:	**218,442.00**
				ANNUAL SAAS ACCESS FEE – 12 MONTH:	**72,814.00**

The Access Term for the above SaaS Services is for the number of months set forth in the table above commencing on December 23, 2022 and is non-cancellable. Upon expiration of the Initial Access Term, Customer has the option to purchase the above (1a.) SaaS Access in Year 4 for the price of 76,454.70 and in Year 5 for the price of 80,277.44. Customer may unilaterally extend the Access Term by written notice to Verint within sixty (60) calendar days of Access Term expiration.

1b.

Item #	Description (QUOTE 550350)	Term (Months)	Units	UOM	Sell Price
93-531-1216	Verint Case Management Professional Employee Desktop (Case Handler Only) - SaaS	31	54	Named Employee	29,000.00
89-180-5127	Verint Case Management Professional Employee Desktop - SaaS	31	44	Named Employee	70,929.99
93-533-0001	Verint Knowledge Management Professional - SaaS	31	44	Named Employee	49,106.00
				TOTAL INITIAL SAAS ACCESS FEE – 31 MONTH:	**149,035.99**
				ANNUAL SAAS ACCESS FEE – 12 MONTH:	**57,691.35**

The Access Term for the above SaaS Services is for the number of months set forth in the table above commencing on May 23, 2023 and is non-cancellable. Upon expiration of the Initial Access Term, Customer has the option to purchase the above (1b.) SaaS Access in Year 4 for the price of 60,575.92 and in Year 5 for the price of 63,604.71. Customer may unilaterally extend the Access Term by written notice to Verint within sixty (60) calendar days of Access Term expiration.

2. FIXED FEE PROFESSIONAL SERVICES FEES:

Item #	Fixed Fee Professional Services (QUOTE 548391)	Units	UOM	Sell Price
89-555-0201	Fixed Fee Services To be delivered in accordance with Exhibit A: Statement of Work	1	Each	455,000.00
			TOTAL FIXED FEE PROFESSIONAL SERVICES FEE:	**455,000.00**

3. TOTAL FEES FOR THIS ORDER: **822,477.99**

4. INVOICING AND PAYMENT TERMS: All invoices will be paid by Customer in accordance with the Agreement, and invoices will be issued as follows:

SAAS ACCESS FEES: The total initial SaaS Access Fee will be invoiced on a pro rata annual basis. The first invoice shall be on or soon after the effective date of this Order and each following invoice will be issued on the date sixty (60) days prior to each anniversary of the effective date of this Order through the Access Term.

FIXED FEE PROFESSIONAL SERVICES FEES:
Solely for this Order the total Fixed Fee Professional Services Fee will be invoiced as follows:

$22,750 (Milestone 1) on or soon after the Effective Date of this Order, and
Each milestone shall be invoiced upon completion as defined in the attached SOW as documented in the Confirmation of Services ("COS") approved by Customer.

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The Production Milestone invoice amounts are as follows:

Customer Milestones	Service Fee	% of Total Services
Milestone 1 - Commissioning of CM Pro Complete	$22,750.00	5%
Milestone 2 - Project Initiation Complete	$45,500.00	10%
Milestone 3 - Discovery and Design Complete	$68,250.00	15%
Milestone 4 - Configuration and Build Complete	$204,750.00	45%
Milestone 5 - UAT Complete	$91,000.00	20%
Milestone 6 - Customer Support Handover Complete	$22,750.00	5%
	$455,000.00	100.00%

5. DEFINITIONS AND THIRD PARTY APPLICATIONS: The following definition(s) apply to this Order, and specify the type and manner in which each applicable product above is licensed for use hereunder in accordance with the terms and conditions of the Agreement:

Verint Case Management Professional Sandbox Essential - SaaS "The Sandbox (a) is applicable solely to those products listed below to which Customer is subscribed for use in a SaaS production environment, for up to 25 users; (b) is deployed as a standard Verint environment with the same administrative rights as the production environment; (c) has a maximum capacity of 10GB; (d) will be updated subject to Verint's standard change management process except that new "major" releases will be applied at least two (2) weeks before deployment in Customer's production SaaS environment; (e) does not permit performance testing; and (f) does not include any configuration services or change migration services from one environment to another. Verint will use commercially reasonable efforts to enable an Uptime Percentage of 90% with respect to the Sandbox. Customer acknowledges and agrees that no Service Level Credits are applicable to the Sandbox.

Products: Case Management Professional - Employee Desktop - SaaS, Case Management Professional - Employee Desktop (Case Handler Only) - SaaS, Case Management Professional - Social Engagement Add On - SaaS, Case Management Professional - CTI Connector (CCVA) - SaaS, Case Management Professional - Data Model and Reports for Power BI - SaaS, Case Management Professional - Messaging - SaaS, Case Management Professional - Transactions (APIs, Customer Portal) Add On, Case Management Professional - Search - Documents Indexed - 1 to 5,000 (SaaS)"

Verint Case Management Professional Case Transactions Add On - SaaS Includes up to 100,000 Case Transactions in the aggregate per month

"Named Employee" means any person whose identification is recorded for use by the Software and/or Program for any purpose. A Named Employee license is personal to the individual to which the license is assigned and may not be used by any other individual. Personnel who have reached and/or passed their end date in the system are not considered Named Employees. A Named Employee license assigned to an individual may not be re-assigned on a temporary basis nor may individuals be rotated in and out of active use.

"Server" means a physical computer server upon which the Software and/or Product is licensed to be installed and used.

"Case Transactions" are case creations, reads, updates and deletions including, but not limited to: (i) a customer created case from the customer portal; (ii) an external system case update via an API; and (iii) a bot created case via an API. Prepaid Case Transactions not consumed during a single month are forfeited and are not carried over to the next month.

"Sandbox" is a test environment limited for use for testing Customer specific configurations and integrations, and Verint major releases, and is provided without service level or availability obligations.

"Concurrent User" means each employee, agent, consultant, contractor or subcontractor that is accessing the Software either directly or indirectly whether through a log-in or website at any specific point in time.

Use of all third party applications provided by Verint is expressly limited to use in conjunction with the Products (i.e. may not be used independent of the Products).

6. ADMINISTRATIVE:

Address Type	Contact Name	Email	Phone	Address
Install/Shipping	Rick Wilson	rwilson@rideuta.com	(801)287-3016	669 West 200 South, Salt Lake City, Utah 84101
Billing		Accounts Payable	AP@rideuta.com	669 West 200 South, Salt Lake City, Utah 84101

THE TERMS, CONDITIONS, AND FEES CONTAINED IN THIS ORDER ARE VALID PROVIDED IT IS EXECUTED BY CUSTOMER/AFFILIATE AND RECEIVED BY VERINT ON OR BEFORE DECEMBER 23, 2022.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 11/30/2022

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Mary DeLoretto, Chief Service Development Officer
PRESENTER(S):	Jared Scarbrough, Director of Capital Construction

TITLE:

Change Order: On-Call Systems Maintenance Task Order #23-003 - 2023 General Engineering and Maintenance (Rocky Mountain Systems Services)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve task order #23-003 (2023 General Engineering and Maintenance) to on-call systems maintenance contract with Rocky Mountain System Services (RMSS) and authorize the Executive Director to execute contract and associated disbursements in the amount of $300,000.

BACKGROUND:
In November 2020, UTA released a request for procurement (RFP) for an on-call maintenance contractor focused specifically on systems engineering and maintenance support. Rocky Mountain Systems Services was selected as the winner based on overall scoring using the best value format. The UTA Board of Trustees approved the contract and authorized the Executive Director to execute the contract with RMSS on February 24, 2021. This contract is for three years with two, one-year options.

Typical task orders under this contract include:

- Subject matter experts to support UTA rail systems and MOW systems departments.
- Train Control System upgrades, repairs, analysis, and training
- Stray Current monitoring and analysis
- OCS/TPSS repair, maintenance, and training
- Traffic Signal inspections, connections, repairs, and coordination

DISCUSSION:
This task is for Systems Engineering and/or Maintenance Support on State of Good of Repair projects including:

- SGR-310: Red Light Signal Enforcement
- SGR-397: Traction Power Substation Replacement
- SGR-398: Overhead Catenary System
- SGR-403: Train Control Rehab and Replacement
- SGR-404: Rail Switches and Trackwork Controls
- SGR-410: Fiber Rehab and Replacement

Examples of the Scope of work to be completed under this task include:

Train Control System Services:

- Design, material procurement, installation, testing, integration, and final commissioning for train control systems and components as required by UTA to support capital projects.
- Software development, modifications, and simulation.
- Vital and non-vital communication troubleshooting, routine and emergency maintenance, and upgrades.
- Installation and repairs of light rail and commuter rail switch heaters.

Overhead Catenary System Services:

- Infrastructure repairs, upgrades, preventative/routine maintenance and/or emergency services.

Traction Power Substation Infrastructure Services:

- Upgrade systems as determined by UTA, including material procurement, wire installation, equipment replacement and troubleshooting, communication configuration and installation, integration with UTA's Supervisory Control and Data Acquisition (SCADA) control system
- Infrastructure repairs, minor upgrades, preventative/routine maintenance and/or emergency services.

Signal and Grade Crossing Support:

- Assist with UTA and non-UTA design and construction projects including projects that interface and/or foul UTA facilities and require grade crossings and/or train control systems be taken in and out of service to support such projects during construction.

UTA-Owned Utility Locating Services:

- Locate buried utilities for projects that interface with or are near UTA owned facilities that do not show up on Blue Stakes of Utah.

Utility Interference Monitoring and Mitigation Services:

- Provide UTA with data logging, monitoring, reporting, analysis, and recommendations for instances where UTA equipment may receive interference and in some cases damage to their equipment from third-party utilities.

Training and Materials:

- Provide training materials and curriculum including in-person and on-the-job training to UTA personnel as determined by UTA Systems Engineering and Maintenance of Way.

CONTRACT SUMMARY:

Contractor Name:	Rocky Mountain Systems Services
Contract Number:	20-03382VW-23-003
Base Contract Effective Dates:	March 3, 2021 through December 31, 2025
Extended Contract Dates:	N/A
Existing Contract Value:	$12,329,656
Amendment Amount:	$300,000
New/Total Contract Value:	$12,629,656
Procurement Method:	RFP best value modification
Budget Authority:	SGR Capital Budgets

ALTERNATIVES:

Disapprove task order. This would prevent UTA from receiving the on-call support needed and leave RMSS without the necessary time and materials to carry out general system maintenance activities.

FISCAL IMPACT:

This budget is included in the 2023 Capital Program.

ATTACHMENTS:

Task Order #23-003

DocuSign Envelope ID: DE4CC203-FAE2-4C5C-B786-B46EAEF818D7

TASK ORDER NO. 23-003

TASK ORDER NAME: 2023 General Engineering and Maintenance

PROJECT CODE: SGR-403; 40-7403.68912

This is Task Order No. 23-003 to the On Call Maintenance Contract entered into by and between Utah Transit Authority (UTA) and Rocky Mountain Systems Services, (Contractor) as of February 24th, 2021.

This Task Order is part of the On Call Maintenance Contract and is governed by the terms thereof.

The purpose of this Task Order is to specifically define the scope, schedule, lump sum price, 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 the Task Order #23-003 is hereby attached and incorporated into this Task Order.

2.0 SCHEDULE

The Substantial Completion Date for this Task is December 31, 2023. The Final Acceptance Date for this Task is December 31, 2023.

3.0 LUMP SUM PRICE

The price for this task order is a not to exceed $300,000. Invoices will be billed on monthly basis for work completed to date.

4.0 APPLICABILITY OF FEDERAL CLAUSES

This Task Order does ☐ does not ☒ [Check Applicable] include federal assistance funds which requires the application of the Federal Clauses appended as Exhibit D to the On Call Maintenance Contract.

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

UTAH TRANSIT AUTHORITY:

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

By: _____
Mary DeLoretto, Chief Service Development Ofc. Date
< 200,000

By: _____
Jared Scarbrough, Director of Capital Constr. Date
< $75,000

By: _____
Jared Scarbrough, Project Manager Date
< $25,000

DocuSigned by:
Mike Bell 11/3/2022
70E33A415BA44F6...
Legal Review Date

_____
Procurement Review Date

ROCKY MOUNTAIN SYSTEMS SERVICES:

DocuSigned by:
By: Anthony Ortolani
1587B142E149430...

Date: 11/1/2022

October 11, 2022 RMSS-52598-059

Mr. Jared Scarbrough
Manager of Systems Engineering
2264 South 900 West
Salt Lake City, UT 84119

Reference: Utah Transit Authority – Systems On-Call Services

Subject: General Engineering and Maintenance Support - NTE

Jared,

Rocky Mountain Systems Services (RMSS) currently provides general engineering and field maintenance services on a time and material basis under Task Order #03 of the Systems On-call Services contract. This task order is to be utilized extensively in 2023 for the flexibility and rapid response time for urgent items that need immediate attention.

This proposal will add **$300,000.00** to the task order which will bring the total not to exceed (NTE) amount for the task order to **$799,000.00.**

The scope of work in this proposal covers the following on a T&M basis:

- emergency callouts
- minor software and hardware engineering
- minor field maintenance / upgrades
- minor material purchases

This amount is being established to provide general engineering and maintenance support for approximately twelve (12) months. Future items that fall under this task order are mostly unknown and difficult to quantify before the need arises.

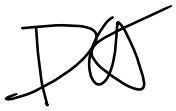
Assumptions

- RMSS will bill UTA based on the attached 2023 T&M Labor Rate Sheet
  - T&M rates include a 12.5% fee
  - T&M rates include an additional 1% for insurance costs
  - T&M labor rates escalate at 3% annually
  - T&M equipment rates are based on blue book values and revised annually
- Material, subcontractor, and other costs not included on the rate sheet will be billed at cost with 12.5% fee and 1% insurance included
- RMSS will provide a separate proposal for any scope that is not to be billed against this NTE task order and is not already covered under another existing task order
- RMSS assumes that no bond will be required for any T&M work under this task order

This proposal is valid for 60 days, unless extended in writing by RMSS.

If you need any additional information, please don't hesitate to contact us.

Sincerely,



Doug Jones
Project Engineer
Rocky Mountain Systems Services

cc: Marshall Wilson – RMSS
Anthony Ortolani - RMSS

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 11/30/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Jared Scarbrough, Director of Capital Construction

TITLE:

Change Order: On-Call Systems Maintenance Task Order #23-007 - 2023 Stray Current Mitigation (Rocky Mountain Systems Services)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve task order #23-007 (2023 Stray Current Mitigation) to on-call systems maintenance contract with Rocky Mountain System Services (RMSS) and authorize the Executive Director to execute contract and associated disbursements in the amount of $250,617.

BACKGROUND:
In November 2020, UTA released a request for procurement (RFP) for an on-call maintenance contractor focused specifically on systems engineering and maintenance support. Rocky Mountain Systems Services was selected as the winner based on overall scoring using the best value format. The UTA Board of Trustees approved the contract and authorized the Executive Director to execute the contract with RMSS on February 24, 2021. This contract is for three years with two, one-year options.

Typical task orders under this contract include:

- Subject matter experts to support UTA rail systems and MOW systems departments.
- Train Control System upgrades, repairs, analysis, and training
- Stray Current monitoring and analysis
- OCS/TPSS repair, maintenance, and training
- Traffic Signal inspections, connections, repairs, and coordination

DISCUSSION:
UTA staff is requesting approval of Task Order 23-007 with Rocky Mountain Systems Services. This task is needed to meet the requirements set forth in contract 15-1360 between Dominion Energy and UTA that was executed on April 27th, 2011. This agreement requires UTA to monitor stray current activities along its entire light rail system and mitigate the effects of stray current as identified from the testing and monitoring activities and in coordination with Dominion Energy.

Scope of Work:

- Perform design reviews for UTA light rail system projects.
- Install test equipment to monitor known issues, such as rail-to-earth and pipe-to soil potentials.
- Provide feedback to UTA on areas of improvement.
- Develop and/or update UTA Maintenance Procedures.
- Submit monthly reports with data graphs documenting the testing and monitoring efforts on the light rail system.
- Prepare annual reports as required by UTA and/or third-party utility owners.
- Coordinate with third-party utility owners during activities that relate to stray current.
- Install data loggers and investigate destructive power surge events in the ail FrontRunner service Area.

CONTRACT SUMMARY:

Contractor Name:	Rocky Mountain Systems Services
Contract Number:	20-03382VW-23-007
Base Contract Effective Dates:	March 3, 2021 through December 31, 2025
Extended Contract Dates:	N/A
Existing Contract Value:	$12,792,781
Amendment Amount:	$250,617
New/Total Contract Value:	$13,043,398
Procurement Method:	RFP best value modification
Budget Authority:	2023 Capital Budget: SGR-047 Stray Current Funds

ALTERNATIVES:
Disapprove task order. This would leave UTA without the ability to fulfill its responsibilities to monitor and mitigate stray current per contract 15-1360.

FISCAL IMPACT:
This budget is included in the 2023 Capital Program.

ATTACHMENTS:
Task Order #23-007

DocuSign Envelope ID: 1843BB6A-02F9-469C-A81F-65F7958082B7

TASK ORDER NO. 23-007

TASK ORDER NAME: 2023 Stray Current Mitigation

PROJECT CODE: SGR-047; 40-7047.68912

This is Task Order No. 23-007 to the On Call Maintenance Contract entered into by and between Utah Transit Authority (UTA) and Rocky Mountain Systems Services, (Contractor) as of February 24th, 2021.

This Task Order is part of the On Call Maintenance Contract and is governed by the terms thereof.

The purpose of this Task Order is to specifically define the scope, schedule, lump sum price, 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 the Task Order #23-007 is hereby attached and incorporated into this Task Order.

2.0 SCHEDULE

The Substantial Completion Date for this Task is December 31, 2023. The Final Acceptance Date for this Task is December 31, 2023.

3.0 LUMP SUM PRICE

The price for this task order is a not to exceed $250,617. Invoices will be billed on monthly basis for work completed to date.

4.0 APPLICABILITY OF FEDERAL CLAUSES

This Task Order does ☐ does not ☒ [Check Applicable] include federal assistance funds which requires the application of the Federal Clauses appended as Exhibit D to the On Call Maintenance Contract.

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

UTAH TRANSIT AUTHORITY:

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

By: _____
Mary DeLoretto, Chief Service Development Ofc. Date
< 200,000

By: _____
Jared Scarbrough, Director of Capital Constr. Date
< $75,000

By: _____
Jared Scarbrough, Project Manager Date
< $25,000

DocuSigned by:
Mike Bell 11/2/2022
Legal Review 70E33A415BA44F6... Date

_____
Procurement Review Date

ROCKY MOUNTAIN SYSTEMS SERVICES:

DocuSigned by:
By: Anthony Ortolani
1587B142E149430...

Date: 11/1/2022

October 13, 2022 RMSS-52598-061

Mr. Jared Scarbrough
Manager of Systems Engineering
2264 South 900 West
Salt Lake City, UT 84119

Reference: Utah Transit Authority – Systems On-Call Services

Subject: Stray Current and Corrosion Testing and Maintenance 2023

Jared,

Rocky Mountain Systems Services (RMSS) is pleased to provide a proposal for stray current and corrosion testing and maintenance services from January 1st, 2023 – December 31st, 2023.

Our NTE price for this proposal is **$250,617.00**, which will increase the total NTE value of Task Order #07 to $695,914.00. Any remaining NTE amount established in 2022 will rollover into 2023.

This proposal is to extend current coverage as described in Task Order #7 for Stray Current and Corrosion Monitoring, executed on April 15th, 2021. The scope of work covered in this proposal is as follows:
RMSS; subcontractor Infinity Corrosion Group, Inc., will perform the following tasks for UTA as required during the defined period of this task order.

- Bi-Weekly Stray Current Team Coordination Meetings
  - RMSS' subcontractor ICG will actively participate in bi-weekly meetings with UTA and Dominion Energy personnel to collaboratively document stray current related issues, discuss testing schedules and strategies, and review monthly stray current data logging results

- Stray Current Evaluations
  Under this task RMSS' subcontractor ICG will perform field services as outlined below:
  - Support UTA with stray current testing to fulfill agreements with Salt Lake City Public Utilities and Dominion Energy
  - Conduct interference testing on underground structures utilizing data loggers, soil resistivity testing equipment, and other electrical test methods as required
  - Perform routine visual evaluations of UTA facilities for stray current control
  - Continue long-term datalogging program on Dominion Energy pipelines and other buried utilities
  - Troubleshoot to identify location and cause for ineffective rail isolation detected from datalogging results
  - Perform testing in response to Dominion Energy's and their Consultant' s recommendations for further analysis and remediation

- Reporting
  RMSS' subcontractor ICG will provide testing reports and graphical representations of survey data. Specific work includes:
  - Reporting on UTA LRT related activities
  - Salt Lake Public Utilities monitoring
  - Long-term datalogging on utilities
  - Review dominion energy data logs

Clarifications

- Any scope outside of the defined scope of work in this proposal will be estimated and proposed under separate cover.

Exclusions

- Flagging, EIC, and maintainers
- Training
- Buy America provisions

This proposal is valid for 60 days, unless extended in writing by RMSS.

If you need any additional information, please don't hesitate to contact us.

Sincerely,

Doug Jones
Project Engineer
Rocky Mountain Systems Services

cc: Marshall Wilson – RMSS
Anthony Ortolani – RMSS

Procurement lead times may be affected by Covid-19 pandemic
Our pricing is in U.S. Dollars, F.O.B. Salt Lake City UT, and excludes all allowances, taxes, tariffs, licenses, and permits

UTA - On Call

RMSS-52598-061 Stray Current and Corrosion

Task Order Estimate Summary

10/13/2022

Subcontractors	**$**	**210,000.00**
Materials	**$**	**-**
Administrative	**$**	**10,564.80**
Design/Engineering	**$**	**-**
Construction/Testing	**$**	**-**
Travel & Perdiem	**$**	**-**
Other Costs and Fee	**$**	**30,052.00**
Total:	**$**	**250,616.80**

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 11/30/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Jared Scarbrough, Director of Capital Construction

TITLE:

Change Order: On-Call Systems Maintenance Task Order #22-036 - Track Driver eXtra (TDX) and Network Maintenance (Rocky Mountain Systems Services)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve task order #22-036 (TDX and Network Maintenance) to on-call systems maintenance contract with Rocky Mountain System Services (RMSS) and authorize the Executive Director to execute contract and associated disbursements in the amount of $600,000.

BACKGROUND:
In November 2020, UTA released a request for procurement (RFP) for an on-call maintenance contractor focused specifically on systems engineering and maintenance support. Rocky Mountain Systems Services was selected as the winner based on overall scoring using the best value format. The UTA Board of Trustees approved the contract and authorized the Executive Director to execute the contract with RMSS on February 24, 2021. This contract is for three years with two, one-year options.

Typical task orders under this contract include:

- Subject matter experts to support UTA rail systems and MOW systems departments.
- Train Control System upgrades, repairs, analysis, and training
- Stray Current monitoring and analysis
- OCS/TPSS repair, maintenance, and training
- Traffic Signal inspections, connections, repairs, and coordination

DISCUSSION:

UTA utilizes dispatching software, Track Driver eXtra (Version 3), for both TRAX and FrontRunner. This task order provides support services for that software including routine maintenance, emergency response, and troubleshooting. The software and hardware will be upgraded as necessary to accommodate rail system upgrades, modifications, and/or line extensions. RMSS will also develop, procure, and test Track Drive eXtra Traction Power Modules with upgrades to the IMPulse substations on the Traction Power Substation project (SGR-397).

UTA will also utilize this task order for train control network design and support including troubleshooting, emergency response for network outages, replacement of obsolete and/or failing equipment.

CONTRACT SUMMARY:

Contractor Name:	Rocky Mountain Systems Services
Contract Number:	20-03382VW-22-036
Base Contract Effective Dates:	March 3, 2021 through December 31, 2025
Extended Contract Dates:	N/A
Existing Contract Value:	$13,043,398
Amendment Amount:	$600,000
New/Total Contract Value:	$13,643,398
Procurement Method:	RFP best value modification
Budget Authority:	Capital Budget: SGR Budgets

ALTERNATIVES:

Disapprove task order. The Track Driver eXtra software and hardware will become obsolete when version 3 is depreciated. Additionally, if UTA does not integrate the software with the substation rehab and replacement project then they will not be able see and control the electrification system on TRAX.

FISCAL IMPACT:

This budget is included in the 2023 Capital Program.

ATTACHMENTS:

Task Order #22-036

DocuSign Envelope ID: 3E10927D-BE53-41F5-96A4-F3D719AC4DC6

TASK ORDER NO. 22-036

TASK ORDER NAME: TDX and Network Maintenance

PROJECT CODE: SGR-403; 40-7403.68912

This is Task Order No. 22-036 to the On Call Maintenance Contract entered into by and between Utah Transit Authority (UTA) and Rocky Mountain Systems Services, (Contractor) as of February 24th, 2021.

This Task Order is part of the On Call Maintenance Contract and is governed by the terms thereof.

The purpose of this Task Order is to specifically define the scope, schedule, lump sum price, 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 the Task Order #22-036 is hereby attached and incorporated into this Task Order.

2.0 SCHEDULE

The Substantial Completion Date for this Task is December 31, 2023. The Final Acceptance Date for this Task is December 31, 2023.

3.0 LUMP SUM PRICE

The price for this task order is a not to exceed $600,000. Invoices will be billed on monthly basis for work completed to date.

4.0 APPLICABILITY OF FEDERAL CLAUSES

This Task Order does ☐ does not ☒ [Check Applicable] include federal assistance funds which requires the application of the Federal Clauses appended as Exhibit D to the On Call Maintenance Contract.

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

UTAH TRANSIT AUTHORITY:

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

By: _____
Mary DeLoretto, Chief Service Development Ofc. Date
< 200,000

By: _____
Jared Scarbrough, Director of Capital Constr. Date
< $75,000

By: _____
Jared Scarbrough, Project Manager Date
< $25,000

DocuSigned by:
Mike Bell 11/3/2022
70E33A415BA44F6...
Legal Review Date

_____
Procurement Review Date

ROCKY MOUNTAIN SYSTEMS SERVICES:

DocuSigned by:
By: Anthony Ortolani
1587B142E149430...

Date: 11/2/2022

October 28, 2022 RMSS-52598-063

Mr. Jared Scarbrough
Manager of Systems Engineering
2264 South 900 West
Salt Lake City, UT 84119

Reference: Utah Transit Authority – Systems On-Call Services

Subject: TDX and Network Maintenance 2023

Jared,

Rocky Mountain Systems Services (RMSS) is pleased to provide a proposal for the provision of TDX support and network maintenance support on a not-to-exceed (NTE) T&M basis. The timeline for this task order is January 1st, 2023 – December 31st, 2023, for support and quick response time for items that need attention.

The NTE price for this proposal is **$600,000.00**

The scope of work covered in this proposal is as follows:

- RMSS will provide engineering, testing, trainings, and troubleshooting issues on a time and material basis up to the NTE amount as needed at the discretion of UTA. This support will be for both of UTA's systems, the TRAX and FrontRunner alignments. Examples of this work could include but not limited to the following:
  - TDX trainings for updates to the back-office system
  - Support for the design and integration of substations that are being added into the SCADA system
  - Refinements of the form base permitting modules for the alignments
  - Providing TDX reports from the FrontRunner alignment
  - Support for the TDX Simulators
  - Support for updates to the TDX system for the TRAX and FrontRunner alignments
  - Maintenance and troubleshooting support for new updates to the TRAX and FrontRunner networks
  - Network mapping to the TRAX and FrontRunner networks as needed

Clarifications

RMSS anticipates approximately twelve months of support with the amount established under this proposal. However, future items that fall under this task order are mostly unknown and difficult to quantify before the need arises.

- If the actual project needs exceed the base value of this proposal, RMSS will evaluate the remaining support period and provide another proposal to UTA to establish a revised budget for continued support for the remainder of time in the service period

- If the actual project needs underrun the base value of this proposal, RMSS will roll-over the remaining amount into the next calendar year for support.

Assumptions

- RMSS will bill UTA based on the attached 2023 T&M Labor Rate Sheet
    a. T&M rates include a 12.5% fee
    b. T&M rates include an additional 1% for insurance costs
    c. T&M labor rates escalate at 3% annually
    d. T&M equipment rates are based on blue book values and revised annually
- Material, subcontractor, and other costs not included on the rate sheet will be billed at cost with 12.5% fee and 1% insurance included
- RMSS will provide a separate proposal for any scope that is not to be billed against this NTE task order and is not already covered under another existing task order
- RMSS assumes that no bond will be required for any T&M work under this task order

This proposal is valid for 60 days, unless extended in writing by RMSS.

If you need any additional information, please don't hesitate to contact us.

Sincerely,

Doug Jones
Project Engineer
Rocky Mountain Systems Services

cc:
Marshall Wilson – RMSS
Anthony Ortolani – RMSS

Procurement lead times may be affected by Covid-19 pandemic
Our pricing is in U.S. Dollars, F.O.B. Salt Lake City UT, and excludes all allowances, taxes, tariffs, licenses, and permits

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 11/30/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: William Greene, Chief Finance Officer
PRESENTER(S): Kensey Kunkel, Manager Business Development and Sales

TITLE:

Fare Agreement: Ski Salt Lake Super Pass - Amendment 1 (Visit Salt Lake)

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Authorize the Executive Director to execute the Ski Salt Lake Super Pass Agreement-Amendment 1 with Visit Salt Lake

BACKGROUND:
Visit Salt Lake, a Utah non-profit corporation, markets a Ski Salt Lake Super Pass ("Super Pass") to multiple tourism entities in the Salt Lake City area. The Super Pass is redeemable by the holder for an all-day ticket at: Snowbird Ski Resort, Alta Ski Area, Brighton Resort and Solitude Ski Resort. The Super Pass also includes UTA's Electronic Fare Collection "EFC" information, allowing the holder to ride transit to the resort.

Entities promoting tourism sell the Super Pass as part of their travel/overnight lodging packages and Visit Salt Lake reimburses UTA for transit usage by the Super Pass holders monthly during the ski season. Visit Salt Lake is responsible for designing, producing, marketing, and distributing the Super Pass that includes UTA's Electronic Fare Collection "EFC" information within each pass. The Super Pass is only distributed to Providers and is not directly sold to the public.

To streamline the distribution process, patrons purchasing a Super Pass will first receive a voucher confirmation. This confirmation is valid fare on ski bus service and connecting UTA service for a single, initial trip to a resort. Once at a resort, vouchers shall be exchanged for a Super Pass.

UTA partnered with Visit Salt Lake in a Ski Salt Lake Super Pass Agreement for the 2021-22 Ski Season. Entities promoting tourism sold the Super Pass as part of their travel/overnight lodging packages and Visit Salt Lake

reimbursed UTA for transit usage by the Super Pass holders monthly during the ski season.

Visit Salt Lake paid to UTA a daily rate of $8.00 per day, per card tapped, which was a 20% discount off the round-trip ski bus fare. UTA and Visit Salt Lake have historically partnered together to offer a UTA transit pass to tourists upon purchase of the Ski Salt Lake Super Pass**.**

DISCUSSION:

In the spirit of Visit Salt Lake and UTA's working relationship, UTA will be partnering with Visit Salt Lake in a Ski Salt Lake Super Pass Agreement for the 2022-23 Ski Season. Entities promoting tourism will continue to sell the Super Pass as part of their travel/overnight lodging packages and Visit Salt Lake will reimburse UTA for transit usage by the Super Pass holders monthly during the ski season.

Visit Salt Lake will pay to UTA a daily rate of $8.00 per day, per card tapped, which is a 20% discount off the round-trip ski bus fare. UTA and Visit Salt Lake have historically partnered together to offer a UTA transit pass to tourists upon purchase of the Ski Salt Lake Super Pass**.**

CONTRACT SUMMARY:

Contractor Name:	Visit Salt Lake
Contract Number:	21-F0248 A1
Base Contract Effective Dates:	November 15, 2021- April 30, 2022
Extended Contract Dates:	December 1, 2022 - November 30, 2023
Existing Contract Value:	$10,300
Amendment Amount:	$9,300-11,300
New/Total Amount Contract Value:	$19,300-21,300
Procurement Method:	NA
Funding Sources:	NA

ALTERNATIVES:

Do not approve the contract with Visit Salt Lake and forego revenue received through the contract.

FISCAL IMPACT:

For the 2021-22 ski season, UTA received $10,300 in contract revenue from Visit Salt Lake.

For the upcoming ski season, revenue is estimated to be between $9,300-$11,300 and assumes revenue may fluctuate between -10% to +10% as compared to the 2021-22 Ski Season. The variance in revenue is due to the unknown impact of service changes on ski routes due to the bus operator shortage. See below for additional details:

	2021 Base	-10%	0%	10%
Days Used	1,288	1,159	1,288	1,416
Revenue	$10,300	$9,270	$10,300	$11,330

Total contract revenue November 15, 2021 through November 30, 2023 is estimated to be $19,300 - $ 21,300.

ATTACHMENTS:
Contract Amendment

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Amendment One
and Reinstatement
of
VISIT SALT LAKE
SALT LAKE SKI SUPER PASS
AGREEMENT

This Amendment 1 to the Salt Lake Ski Super Pass Agreement (this "**Amendment**") is entered into as of December 1, 2022 (the "**Amendment Effective Date**") by and between Visit Salt Lake, a Utah non-profit corporation ("Visit Salt Lake" or "Administrator") and Utah Transit Authority, a public transit district organized under the laws of the State of Utah ("**UTA**"). Administrator and UTA are sometimes referred to herein collectively as the "**Parties**" or individually as a "**Party**".

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrator and UTA agree as follows:

1. TERM. This Agreement, which expired on April 30, 2022, by this Amendment One, is hereby reinstated for a new term effective December 1, 2022 and continue in full force until November 30, 2023.

2. All terms of the agreement except the Paragraph 11 (TERM) shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Effective Date.

VISIT SALT LAKE CITY

DocuSigned by:
By: Bart Blaisdell Date: 10/28/2022
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Name: Bart Blaisdell

Title: CFO

UTAH TRANSIT AUTHORITY

By: _____ Date: _____
Name:
Title:

By: _____ Date: _____
Name:
Title:

Approved as to Form:

DocuSigned by:
Mike Bell
70E33A415BA44F6...

Michael Bell
Assistant Attorney General
Counsel for UTA

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 11/30/2022

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Nichol Bourdeaux, Chief Planning and Engagement Officer
PRESENTER(S):	Jaron Robertson, Acting Planning Director Alex Beim, Acting Long Range and Strategic Planning Director

TITLE:

Future of Light Rail Study

AGENDA ITEM TYPE:
Discussion

RECOMMENDATION:
Information item for discussion

BACKGROUND:
UTA's light rail network, which recently celebrated its 20-year anniversary, has become a key component of the region's transportation system. Although very successful, the system must adapt to growth and evolving travel patterns to retain and improve its vital function in the overall transportation network.

Over the years, through both internal processes and regional planning efforts, a range of projects have been considered to optimize the efficiency of light rail, assure sustainability, and expand to new areas. However, all these elements have not been examined holistically. The UTA Future of Light Rail study was initiated in March of 2020 to provide a comprehensive analysis of light rail service to provide guidance on which improvements UTA should pursue in both the near and long term.

UTA procured the services of Hatch as the lead consultant for this study with support provided by HDR, Avenue, and Fehr and Peers. Phase one of the study looked at existing conditions across the TRAX system, provided preliminary recommendations, and considered what elements of the system should be further examined in phase two scenarios. Service expansion scenarios were generally limited to projects adopted and shown as funded in the Metropolitan Planning Organizations (MPO) 2019 Regional Transportation Plans (RTPs) that did not have a current study underway. During phase two, four scenarios were analyzed. Based on the results of these scenarios, as well as stakeholder input, a final scenario was developed containing the recommended elements of the plan. The study is wrapping up with a final plan document ready by December

of 2022.

DISCUSSION:
UTA staff will discuss the future of light rail study including key recommendations and action items which include:

- Plan for possible **service expansion and reconfiguration**
- Optimizing **fleet efficiency**
- Funding and schedule for key **infrastructure renewal and improvement** projects
- Collaboration with partners to **increase transit signal priority**
- Enhanced **span of service**

ALTERNATIVES:
N/A

FISCAL IMPACT:
Total budget for Phase I and II of this study is $399,672, spanning between 2020 - 2022

ATTACHMENTS:
None

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 11/30/2022

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Jay Fox, Executive Director
PRESENTER(S):	Carlton Christensen, Chair of the Board of Trustees

TITLE:

Strategy to Discuss Pending or Reasonably Imminent Litigation

AGENDA ITEM TYPE:
Closed Session

RECOMMENDATION:
Approve moving to closed session for discussion of pending or reasonably imminent litigation.

BACKGROUND:
Utah Open and Public Meetings Act allows for the Board of Trustees to meet in a session closed to the public for various specific purposes.

DISCUSSION:
The purpose for this closed session is:

- Strategy to discuss pending or reasonably imminent litigation