Utah Transit Authority

Board of Trustees

REGULAR MEETING AGENDA

669 West 200 South
Salt Lake City, UT 84101

Wednesday, December 1, 2021 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**	Sheldon Shaw
4.	**Public Comment**	Chair Carlton Christensen
5.	**Consent**	Chair Carlton Christensen
	a. Approval of November 04, 2021 Public Hearing for UTA 2022 Tentative Budget Minutes	
	b. Approval of November 10, 2021 Board Meeting Minutes	
6.	**Reports**	
	a. Agency Report - Raise Grant Award - UTA Recognized as Apprentice Champion by Workforce Services and Apprenticeship Utah Network	Mary DeLoretto
7.	**Resolutions**	
	a. R2021-12-01 - Resolution Appointing Mike Hurst as Internal Auditor and Officer of the Board	Carlton Christensen
	b. Oath of Office: Internal Auditor and Officer of the Board- Mike Hurst	Cathie Griffiths
	c. R2021-12-02 - Resolution Establishing an Employee Retirement Plan Contribution Rate Policy	Jeff Acerson Bill Greene

d.	R2021-12-03 - Resolution Giving Notice and Setting Regular Meeting Dates for the Authority's Board of Trustees and Audit Committee for Calendar Year 2022	Carlton Christensen
e.	R2021-12-04 - Resolution Approving the Title VI Service and Fare Equity Analysis for December 2021 Change Day	Andrew Gray Megan Waters
f.	R2021-12-05 - Resolution Adopting the Eco Pass Fare Structure of the Agency	Kensey Kunkel

8. Contracts, Disbursements and Grants

a.	Contract: Mount Ogden Business Unit Expansion (R & O Construction)	David Hancock Andrea Pullos
b.	Contract: Slewing Ring Parts for Light Rail Overhaul (Siemens Mobility Inc.)	David Hancock Kyle Stockley
c.	Contract: S70 Auxiliary Power Supply (APS) Replacement for Light Rail Overhaul (Siemens Mobility, Inc.)	David Hancock Kyle Stockley
d.	Contract: Locomotive Truck Frame Overhaul (Wabtec Transportation Systems, LLC)	Kyle Stockley

9. Service and Fare Approvals

a.	Fare Agreement: Ski Bus Service (Sundance Mountain Resort)	Stacey Adamson Kensey Kunkel
b.	Fare Agreement: Ski Bus Service - Amendment 1 (Snowbasin Resort Company)	Kensey Kunkel
c.	Sponsored Fare Agreement: Trolley Bus Service - Amendment 2 (Layton City Corporation)	Monica Morton
d.	Sponsored Fare Agreement: Trolley Bus Service - Amendment 2 (Ogden City)	Monica Morton
e.	Sponsored Fare Agreement: Lagoon/Station Park Shuttle Bus Service - Amendment 2 (Farmington City Corporation)	Monica Morton

10. Other Business Chair Carlton Christensen

a. Next Meeting: Wednesday, December 8th, 2021 at 9:00 a.m.

11. Closed Session Chair Carlton Christensen

a. Strategy Session to Discuss Pending or Reasonably Imminent Litigation

12. Open Session

13. Adjourn Chair Carlton Christensen

Meeting Information:

- Members of the Board of Trustees and meeting presenters will participate in person, however trustees may join electronically as needed.
- For in-person attendance please consider current CDC COVID-19 guidelines regarding masking and distancing.
- Meeting proceedings may be viewed remotely by following the instructions and 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.
    - o Comment online at https://www.rideuta.com/Board-of-Trustees
    - o Comment via email at boardoftrustees@rideuta.com
    - o Comment by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – specify that your comment is for the board meeting.
    - o Comments submitted before 2:00 p.m. on Tuesday, November 30th will be distributed to board members prior to the meeting.
- Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting adacompliance@rideuta.com or (801) 287-3535. Request for accommodations should be made at least two business days in advance of the scheduled meeting.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 12/1/2021

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

TITLE:

Approval of November 04, 2021 Public Hearing for UTA 2022 Tentative Budget Minutes

AGENDA ITEM TYPE:
Minutes

RECOMMENDATION:
Approve the minutes of the November 04, 2021 Board of Trustees Budget Hearing

BACKGROUND:
A public hearing of the UTA Board of Trustees was held in-person and broadcast live via the link and instructions on the UTA Board Meetings page on Thursday, November 04, 2021 at 3:30 p.m. Minutes from the hearing 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/712393.html> and video feed is available through the UTA Board Meetings page <https://rideuta.com/Board-of-Trustees/Meetings>.

ATTACHMENTS:
1. 2021-11-04_BOT_Minutes_unapproved

Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Thursday, November 4, 2021 **3:30 PM** **FrontLines Headquarters**

Public Hearing - 2022 Tentative Budget

Present: Chair Carlton Christensen
Trustee Beth Holbrook
Trustee Jeff Acerson

Also attending were UTA staff and interested community members.

1. Call to Order and Opening Remarks

Chair Carlton Christensen welcomed attendees and called the meeting to order at 3:30 p.m.

2. Pledge of Allegiance

Attendees recited the Pledge of Allegiance.

3. Safety First Minute

Daniel Riley, UTA Manager of Security, delivered a brief safety message.

4. Budget Overview

a. UTA Tentative 2022 Budget Overview

Bill Greene, UTA Chief Financial Officer, provided an overview of the tentative 2022 budget. He reviewed proposed service changes, operating budget expenses by office, operating budget expenses by category, and changes in fulltime employee (FTE) headcount. Mr. Greene then summarized the capital budget, including detail by project, detail by asset management (state of good repair), and five-year capital plan. He summarized funding sources and associated uses and outlined next steps.

Discussion ensued. Questions on inflation adjustments and fuel price forecasts were posed by the board and answered by Mr. Greene.

5. Public Comment

In Person Comment. No in person comment was given.

WebEx Comment. Comment was given via WebEx by George Chapman. Mr. Chapman provided comment on a number of topics, which he also sent to the agency via email. The text

of Mr. Chapman's email is included as Appendix A to these minutes.

Online Public Comment Summary. Online public comment was read into the record by Megan Waters, UTA Community Engagement Manager, and is included in Appendix B to these minutes.

6. Adjourn

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, to adjourn the public hearing. The motion carried by a unanimous vote and the hearing adjourned at 4:00 p.m.

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

This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials, audio, or video located at https://www.utah.gov/pmn/sitemap/notice/712393.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

Appendix A

WebEx Comment
Public Hearing - 2022 Tentative Budget

From George Chapman:

Implement $1 fare for buses to research the real fare elasticity. You may find it is better for ridership and revenue.

Enforce mask mandates. 50% of buses that I have ridden in the last month have had riders without masks.

If UTA wants more than a 4% increase in ADA riders, put a bigger canopy from the shelters over the sidewalk to near the bus stop curb. Tell drivers to actually get 6 inches from the curb

and enforce/ticket those who make it hard to get to the curb (200S at 870E is a big problem).

Put in real time bus arrivals at the stop. Watch how often riders at stops step into the street to see if the bus is coming.

UTA would get better ridership increases with electric bus implementation. I remind UTA that your predictions on ridership have been way off. The predicted ridership for 35MAX was over 5000 but was 3200. S-Line promised 5000 but got 1300/day. Airport was predicted to be over 5000 a day but was around 1100 a day before the pandemic. Recognize that when people see the significant pollution increase from FrontRunner double tracking with the predicted 7500 more riders a day, there will be a big backlash. And pollution increases from removing 2 lanes of traffic for BRTs in order to get 2000 riders a day onto UTA vehicles is not decreasing pollution.

UTA also increases pollution by backing up traffic by waiting in the travel lane! The worst increase in pollution is the 500 East bus that may be forced to drive 5MPH southbound! Clean diesels need higher speeds to be clean.

And the noise of buses in canyons is a big complaint from residents and users. Buy more electric buses and use them in the sound constrained canyons.

UTA should not go into TOD joint development but should rent properties to developers like many pther transit agencies.

The depot district bus garage is going to quickly be out of date and inefficient since the outlying areas deserve the bus garages, smaller bus garages and electric buses. UTA should stop pouring money into this gold plated elephant.

Stop covering up windows and operating buses like above ground subways.

And I still think BRT seating is unsafe.

Appendix B

Online Comment
Public Hearing - 2022 Tentative Budget

From Cali McMurtrey:

Hello,
I am disappointed to not see the removal of fares in your budget. It accounts for only 5.7% of revenue, and fares prevent the most vulnerable and those most in need from riding transit. As a landlord I have seen this with my tenants. As Covid hit hard at the most vulnerable in our population, I think this should be a priority. The first two weeks of a job don't have a paycheck, but still require transit. If someone cannot get to their job they cannot get that paycheck. I

used to find it incomprehensible that a bus fare would prevent people from a job until I saw it firsthand. I now let my tenant use my farepay card. Either way someone pays - either private people (like me) stepping in, or loss of tax income because my tenant can't get a job or can only get one of the few jobs (if any) in walking distance).
If UTA is to serve the public interest, then it must serve the most vulnerable populations, those most in need of transit. I would like to see the budget revised to remove fares. If it can be removed in part (for the airport service, for Salt Lake City) it can be removed in full. I have full faith that UTA can still accomplish meaningful goals with 94% or more of its budget, but the most meaningful goal is helping those in need to get back on their feet through empowering them through transportation.

From Joshua Prettyman:
I would love to see more service on frontrunner and an extension further south. At least to Payson. It would open up a lot of possibilities.

From Logan Millsap:
Advertisements that cover the windows of buses severely degrade the rider experience. Looking through ad mesh is worse than looking through a filthy, grimy window. They makes buses feel dim and cave-like. They block the view, making the journey less pleasant (and contributing to motion sickness for some riders). And at night they make it nearly impossible to see out of the windows in order to know where you are (more than once I have missed my stop due to this issue).

It says to riders, "The people outside the bus viewing this ad are more important than the people inside the bus trying to see through this ad."

Advertising provides only 0.2% of UTA's operating revenue, which I think is a poor return for the negative effect it has on riders' experience. Why should we expect anyone to willingly choose transit if they can't even see out of the windows?

I understand that 0.2% is still a sizable amount in dollars. I request that in future, advertisements simply not be allowed to cover the windows. They should be placed below the window line.

Thank You.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 12/1/2021

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

TITLE:

Approval of November 10, 2021 Board Meeting Minutes

AGENDA ITEM TYPE:
Minutes

RECOMMENDATION:
Approve the minutes of the November 10, 2021 Board of Trustees meeting

BACKGROUND:
A regular meeting of the UTA Board of Trustees was held in-person and broadcast live via the link and instructions on the UTA Board Meetings page on Wednesday, November 10, 2021 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/714479.html> and video feed is available through the UTA Board Meetings page <https://rideuta.com/Board-of-Trustees/Meetings>.

ATTACHMENTS:
1. 2021-11-10_BOT_Minutes_unapproved

Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Wednesday, November 10, 2021 9:00 AM FrontLines Headquarters

Present: Chair Carlton Christensen
Trustee Beth Holbrook
Trustee Jeff Acerson

Also attending were UTA staff and interested community members.

1. Call to Order and Opening Remarks

Chair Christensen welcomed attendees and called the meeting to order at 9:04 a.m.

2. Pledge of Allegiance

Attendees recited the Pledge of Allegiance.

3. Safety First Minute

Travis King, UTA Safety Administrator - Transit System, provided a brief safety message.

4. Public Comment

Public comment was given by Claudia Johnson. Ms. Johnson requested bus stop areas be painted and marked so that people cannot park in the stop area and impede access to the bus.

(Note: all online public comment received was distributed to the board for review before the meeting and is attached as Appendix A to these minutes.)

5. Consent

a. Approval of November 03, 2021 Board Meeting Minutes

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

6. Reports

a. Agency Report

- **Recognition of UTA Employee Veterans**

Mary DeLoretto, UTA Interim Executive Director, reminded attendees that tomorrow is Veteran's Day and expressed appreciation to UTA employees who have served in the military.

b. Financial Report - September 2021

Brad Armstrong, UTA Senior Manager - Budget & Financial Analysis, was joined by Daniel Hofer, UTA Manager - Capital Assets & Project Controls. Mr. Armstrong reviewed the financial dashboard, sales tax revenue, sales tax collections by county, passenger revenues, stimulus funding, and operating financial results. Mr. Hofer discussed capital spending (including spending by project type) and provided some project highlights.

Discussion ensued. Questions on labor trends, Vineyard service implementation timeline, and status of parking at the Vineyard Station were posed by the board and answered by staff.

c. Pension Committee Report

Trustee Jeff Acerson reported the pension committee met and assigned three people to form a subcommittee to review pension funding. The review showed that due to high market returns, the pension is about two years ahead of schedule for full funding.

7. Resolutions

a. R2021-11-01 - Resolution Authorizing the Sale of Approximately 1.45 Acres of Real Property Located in the Clearfield Transit-Oriented Development

Paul Drake, UTA Director of Real Estate & Transit-Oriented Development, summarized the history of the master development plan and agreement at the Clearfield transit-oriented development (TOD) site and spoke about the purchase and sale agreements (PSA) for the properties referenced in the resolution, which are comprised of lots 3 and 20 as depicted in the master development plan. The lots consist of approximately 1.45 acres that the agency is proposing to sell to The Front Climbing Club at a price of $1.2 million, or $19 per square foot. The proceeds of the sale will be reinvested within the development to cover infrastructure costs in accordance with the joint development agreement for the site.

Discussion ensued. Chair Christensen recommended taking The Front's peak business activity trends into account when planning for parking.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

b. R2021-11-02 - Resolution Adopting Free Fares on the UVX Line through December 2023

Bill Greene, UTA Chief Financial Officer, explained the resolution, which adopts free fares on the UVX Line through December 2023. In collaboration with Utah County officials, operating and maintenance costs for the UVX Line will be funded through the county's fourth quarter revenues.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

8. Contracts, Disbursements and Grants

a. Contract: Bus Real Time Information (RTI) Construction Services (Skyline Electric Company)

G.J. LaBonty, UTA Manager of Customer Experience, requested the board approve a contract with Skyline Electric Company in the amount of $651,901.79 for the installation of electronic signage with real-time bus departure information at several high-volume bus stops.

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

b. Contract: Pass Through Funding Agreement - 2021 State Legislature Funding for System Improvements (Utah Department of Transportation)

Mr. Greene asked the board to approve a pass-through funding agreement with the Utah Department of Transportation (UDOT) to provide $101,600,000 in funding for the following system improvements:

- $68,000,000 to double track strategic sections of FrontRunner commuter rail system
- $12,000,000 for construction and improvements to the S-Line streetcar facilities in Salt Lake City
- $11,000,000 for bus rapid transit in the Salt Lake mid-valley area
- $5,000,000 for an environmental study at the Point of the Mountain area
- $4,000,000 for UTA and Sharp-Tintic railroad consolidation project
- $1,600,000 for a rail station in Vineyard City

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

c. Contract: Pass Through Funding Agreement - Depot District 2022 Funding (Utah Department of Transportation)

Mr. Greene requested the board approve a pass-through funding agreement with UDOT in the amount of $500,000 toward construction of the Depot District facility.

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

d. Change Order: On-Call Systems Maintenance - Task Order #016 - Mandatory Directive Expedient Release (MDER) Design and Installation in Vineyard Area (Rocky Mountain Systems Services)

Jared Scarbrough, UTA Acting Director of Capital Construction, requested the board approve a change order to the contract with Rocky Mountain Systems Services in the amount of $382,814 for completion of the mandatory directive expedient release (MDER) project in the Vineyard area. The total contract value, including the change order, is $3,301,226.

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

9. Service and Fare Approvals

a. Fare Agreement: Ski Salt Lake Super Pass (Visit Salt Lake)

Kensey Kunkel, UTA Manager - Business Development & Sales, asked the board to approve a fare agreement with Visit Salt Lake for a Ski Salt Lake Super Pass that will allow travel to various tourist areas near Salt Lake City. The pass will be distributed to specific providers and not sold directly to the public. Visit Salt Lake will pay UTA a daily rate of $8.00 per day, per card tapped, which equates to a 20% discount on the standard roundtrip ski bus fare. Revenue estimates for the pass are between $16,500-$19,500.

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

b. Complimentary Fare: Unhoused and Unsheltered Rider Outreach Program and Complimentary Pass Agreement (Downtown Alliance and Salt Lake City)

Megan Waters, UTA Community Engagement Manager, was joined by Ms. Kunkel. Ms. Waters requested the board approve a one-year complimentary pass agreement with the Downtown Alliance (DTA) and Salt Lake City to provide monthly transit passes to DTA Street Ambassador team members. Street Ambassadors work to provide outreach and referrals to riders in need of support, including unsheltered and unhoused individuals. The total value of the passes is $20,400.

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

10. Discussion Items

Chair Christensen noted a change in the agenda order for the discussion items.

b. UTA Long Range Transit Plan (LRTP) Overview

Russ Fox, UTA Director of Planning, was joined by Kerry Doane, UTA Manager of Long-Range Strategic Planning, and Alex Beim, UTA Strategic Planner III. Mr. Beim outlined the goals of the LRTP process, explained how the LRTP fits within existing planning processes, and described the next steps for completing the LRTP.

Discussion ensued on the importance of enhancing community connectivity by communicating land use decisions that promote transit. A question on inclusion of bus service in the LRTP was posed by the board and answered by staff.

a. December Change Day Public Engagement Report

Ms. Waters was joined by Eric Callison, UTA Manager of Service Planning. Mr. Callison summarized the change day process and reviewed proposed changes to take effect December 12, 2021. Ms. Waters spoke about public engagement efforts related to the December change day and feedback received. She concluded by outlining the next steps in the change day process.

Discussion ensued. A question on the impact of service changes on ski bus service was posed by the board and answered by staff.

11. Other Business

a. Next Meeting: Wednesday, December 1, 2021 at 9:00 a.m.

12. Closed Session

a. Strategy Session to Discuss the Character, Professional Competence, or Physical or Mental Health of an Individual;
Strategy Session to Discuss Pending or Reasonably Imminent Litigation;
And
Strategy Session to Discuss Collective Bargaining

Chair Christensen indicated there were matters to be discussed in closed session related to 1) the character, professional competence, or physical or mental health of an individual, and 2) pending or reasonably imminent litigation.

A motion was made by Trustee Holbrook, seconded by Trustee Acerson, for a closed session. The motion carried by a unanimous vote.

Chair Christensen called for a break at 10:20 a.m.

The meeting reconvened in closed session at 10:28 a.m.

13. Open Session

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, to return to open session. The motion carried by a unanimous vote and the board returned to open session at 10:57 a.m.

Adjourn

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, to adjourn the meeting. The motion carried by a unanimous vote and the meeting adjourned at 10:57 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/714479.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

Appendix A

Online Public Comment
to the
Board of Trustees of the Utah Transit Authority (UTA)
Board Meeting

Received on November 9, 2021 from George Chapman:

Comments to UTA Board of Trustees Nov10 meeting

I urge the UTA Board to not sell at $19 per sq ft, the Clearfield property which is desperately needed for more parking.

The UVX fare should go to $1 along with all other buses in the UTA system. It is inequitable, in my opinion, to give a segment of the population free fare since it could be equated to economic racism. Other bus routes that serve a so called less desirable ridership should not have to pay $2.50. To be equitable, all bus riders should pay $1. To test the revenue impact due to fare elasticities of bus, I would ask for a one month $1 fare to encourage bus ridership.

Thank you for the $600,000 proposal to install electronic signage with real-time bus departure information at several of our high-volume bus stops.

I am confused about the DTA proposal for 20 monthly passes for a year. The language does not clearly say that the passes are for Downtown Ambassadors since this language is used: "UTA can support the DTA in this effort by supporting the Street Ambassador team with monthly passes to ride TRAX and bus locally and refer riders to resources." This could be construed as being able to give the passes to others. I urge language that clearly says the passes are for use of the active Downtown Ambassadors only.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 12/1/2021

TO:	Board of Trustees
THROUGH:	Mary DeLoretto, Interim Executive Director
FROM:	Mary DeLoretto, Interim Executive Director
PRESENTER(S):	Mary DeLoretto, Interim Executive Director

TITLE:

Agency Report

- **Raise Grant Award**
- **UTA Recognized as Apprentice Champion by Workforce Services and Apprenticeship Utah Network**

AGENDA ITEM TYPE:
Report

RECOMMENDATION:
Informational report for discussion

DISCUSSION:
Mary DeLoretto, Interim Executive Director will report on recent activities of the agency and other items of interest including:

- Raise Grant Award
- UTA Recognized as Apprentice Champion by Workforce Services and Apprenticeship Utah Network

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 12/1/2021

TO: Board of Trustees
FROM: Carlton Christensen, Chair of the Board of Trustees
PRESENTER(S): Carlton Christensen, Chair of the Board of Trustees

TITLE:

R2021-12-01 - Resolution Appointing Mike Hurst as Internal Auditor and Officer of the Board

AGENDA ITEM TYPE:
Resolution

RECOMMENDATION:
Approve Resolution R2021-12-01 appointing Mike Hurst as Internal Auditor and Officer of the Board

BACKGROUND:
The Public Transit District Act, and UTA's Bylaws require the Board of Trustees to approve individuals as Officers of the Agency and Board of Trustees. The designated officer positions include Secretary, Executive Director, Treasurer, Comptroller, and Internal Auditor. The appointed Auditor is required by statute to be a licensed Certified Internal Auditor (CIA) or Certified Public Accountant (CPA) with at least five years' experience in the auditing or public accounting profession, or equivalent, prior to appointment.

DISCUSSION:
The Board of Trustees has undergone a national search for a Director of Internal Audit and has identified Mike Hurst as their top candidate. The Board wishes to appoint Mike Hurst as Internal Auditor and Officer of the Board. Mr. Hurst is a Certified Internal Auditor (CIA) and a Certified Fraud Examiner (CFE) with nine years of experience in the auditing profession. Mr. Hurst has been serving as UTA's Interim Director of Internal Audit since July 2021.

ALTERNATIVES:
State statute and UTA Bylaws require the Board to appoint an Internal Auditor as an Officer of the Board.

FISCAL IMPACT:
Compensation for district officers and administrative employees was authorized in Resolution R2021-01-02.

ATTACHMENTS:
R2021-12-01 Resolution Appointing Mike Hurst as Internal Auditor and Officer of the Board

DocuSign Envelope ID: 044F9772-9619-4CD8-90A6-4983A138D7CA

RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY APPOINTING MIKE HURST AS INTERNAL AUDITOR AND OFFICER OF THE BOARD

R2021-12-01 December 1, 2021

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

WHEREAS, the Act requires that the Authority's Board of Trustees (the "Board") appoint an internal auditor who is a licensed certified internal auditor or certified public accountant with at least five years' experience in the auditing or public accounting profession, or the equivalent; and

WHEREAS, Mike Hurst ("Mr. Hurst") is a Certified Internal Auditor (CIA) and Certified Fraud Examiner (CFE), with nine (9) years of experience in the auditing profession, meeting the requirements of the Act; and

WHEREAS, the Board values the experience and skills of Mr. Hurst, and has identified Mr. Hurst to be qualified to serve as Director of Internal Audit of the Authority; and

WHEREAS, the Board previously appointed Mr. Hurst in Resolution R2021-07-03 to serve as the Interim Director of Internal Audit; and

WHEREAS, the Board recognizes the excellent performance by Mr. Hurst in that interim role; and

WHEREAS, the Board has set by Resolution R2021-01-02 the compensation for district officers and administrative employees.

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

1. That the Board hereby appoints Mr. Hurst as the Authority's Internal Auditor, Ethics Officer and Officer of the Board of Trustees.

2. That the Board hereby authorizes that Mr. Hurst take the oath of office specified in the Utah Constitution, Article IV, Section 10, and the Act.

3. That the Board hereby rescinds the prior appointment of Mike Hurst as the Authority's Interim Director of Internal Audit in Resolution R2021-07-03.

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4. That the Chair of the Board of Trustees and the Executive Director are authorized and empowered to take or direct such other actions as may be reasonably necessary to give effect to the appointment of Mr. Hurst.

5. That the Board hereby ratifies any and all actions previously taken by the Authority's management, staff, and counsel that were necessary or appropriate to these actions.

6. That this Resolution stay in full force and effect unless amended or rescinded by further action of the Board of Trustees.

7. That the corporate seal be attached hereto.

Approved and adopted this 1st day of December 2021.

_____
Carlton Christensen, Chair
Board of Trustees

ATTEST:

_____
Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:
David Wilkins
5E3257B1CF024B9...
Legal Counsel

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 12/1/2021

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

TITLE:

Oath of Office: Internal Auditor and Officer of the Board- Mike Hurst

AGENDA ITEM TYPE:
Oath of Office

RECOMMENDATION:
Oath of office administered by notary public, Cathie Griffiths

DISCUSSION:
In consequence of Mike Hurst being offered a permanent position as Director of Internal Audit and as per R2021-12-01 - Resolution Appointing Mike Hurst as Internal Auditor and Officer of the Board, Cathie Griffiths will administer the oath of office to Mr. Hurst.

ATTACHMENTS:
None

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 12/1/2021

TO:	Board of Trustees
THROUGH:	Mary DeLoretto, Interim Executive Director
FROM:	Kim Shanklin, Chief People Officer
PRESENTER(S):	Jeff Acerson, Board Trustee William Greene, Chief Financial Officer

TITLE:

R2021-12-02 - Resolution Establishing an Employee Retirement Plan Contribution Rate Policy

AGENDA ITEM TYPE:
Resolution

RECOMMENDATION:
Adopt the resolution establishing the retirement plan contribution rate.

BACKGROUND:
In 2013 the previous Board of Trustees adopted a retirement plan contribution rate policy to reduce the Pension's unfunded liability. In September 2021, a sub-committee of the Pension Committee, including Jeff Acerson, Bill Greene, and Rod Dunn, was tasked to review the 2013 contribution rate policy to ensure it was accomplishing the necessary reduction of the unfunded liability.

DISCUSSION:
The committee worked directly with the Pension actuary, Milliman Services, to conduct the review. The Pension Committee sub-group is recommending the Board continue the previously established funding rate of 16% by adopting the updated resolution.

ALTERNATIVES:
The Board of Trustees could consider a different contribution rate or continue under the previous 2013 resolution.

FISCAL IMPACT:

The 16 percent contribution rate, when combined with returns that are outperforming expectations has resulted in a trajectory that has the pension reaching its 100 percent funding objective two years ahead of schedule.

The Committee believes that this would allow the Plan to weather a typical economic downturn, or, at the least, provide time to assess changing economic conditions.

ATTACHMENTS:

R2021-12-02 - Resolution Establishing an Employee Retirement Plan Contribution Rate Policy

DocuSign Envelope ID: 044F9772-9619-4CD8-90A6-4983A138D7CA

RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY ESTABLISHING AN EMPLOYEE RETIREMENT PLAN CONTRIBUTION RATE POLICY

R2021-12-02 December 1, 2021

WHEREAS, the Utah Transit Authority (the "Authority") is a large public transit district organized under the laws of the State of Utah and was created to transact and exercise all of the powers provided for in the Utah Public Transit District Act; and

WHEREAS, the Board of Trustees ("Board") established the Utah Transit Authority Employee Retirement Plan to provide a retirement system for its employees; and

WHEREAS, the Board has provided annual contributions to meet the actuarially-determined Annually Required Contribution ("ARC"); and

WHEREAS, the Board desires to reaffirm the establishment of a funding policy that will increase pension plan funding above the current ARC to rates that will achieve fully funded status within 12 years; and

WHEREAS, the Board of the Authority, in 2013 in Resolution R2013-10-05 established a 16% of payroll contribution to the Utah Transit Authority Employee Retirement Plan; and

WHEREAS, the Utah Transit Authority Pension Committee ("Pension Committee") recommends that the Authority continue contribution levels that will allow the Pension Committee to put in place a close-ended amortization of the unfunded liability by approximately 2033, and

WHEREAS, The Millman Company has provided an estimate that a 16% payroll contribution would move the Pension towards fully funded status by approximately 2033.

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

1. That the Board hereby confirms the recommendation of the Pension Committee.

2. That the Board hereby approves continuing the 16% of payroll contribution to the Utah Transit Authority Employee Retirement Plan, which shall continue until this Resolution is rescinded by the Board of Trustees.

3. That Resolution R2013-10-05 is hereby rescinded in its entirety.

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4. That the Board formally ratifies prior actions taken by the Authority, including those taken by the Executive Director, the Chief Financial Officer, staff, and counsel that were necessary or appropriate to give effect to this Resolution

5. That the corporate seal be attached hereto.

Approved and adopted this 1st day of December 2020.

_____
Carlton Christensen, Chair
Board of Trustees

ATTEST:

_____
Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:
David Wilkins
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Legal Counsel

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 12/1/2021

TO: Board of Trustees
FROM: Jana Ostler, Board Manager
PRESENTER(S): Carlton Christensen, Chair Board of Trustees

TITLE:

R2021-12-03 - Resolution Giving Notice and Setting Regular Meeting Dates for the Authority's Board of Trustees and Audit Committee for Calendar Year 2022

AGENDA ITEM TYPE:
Resolution

RECOMMENDATION:
Approve Resolution R2021-12-03 Giving Notice and Setting Regular Meeting Dates for the Authority's Board of Trustees and Audit Committee for Calendar Year 2022

BACKGROUND:
The Utah Open and Public Meetings Act as codified in Title 52, Chapter 4, Part 2 of the Utah Code provides that any public body which holds regular meetings that are scheduled in advance over the course of a year shall give public notice at least once each year of its annual regular meeting schedule and that such notice shall specify the date, time, and place of such meetings.

DISCUSSION:
The proposed 2022 schedule is anticipated to meet the needs of the Board of Trustees and the agency. If additional meetings are deemed necessary, or if cancellations are needed, they will be properly noticed according to the Utah Open and Public Meetings Act.

ATTACHMENTS:

- R2021-12-03 - Resolution Giving Notice and Setting Regular Meeting Dates for the Authority's Board of Trustees and Audit Committee for Calendar Year 2022
- 2022 Board of Trustees Meeting Calendar

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RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY GIVING NOTICE AND SETTING REGULAR MEETING DATES FOR CALENDAR YEAR 2022

R2021-12-03 December 1, 2021

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

WHEREAS, the Utah Open and Public Meetings Act as codified in Title 52, Chapter 4, Part 2 of the Utah Code provides that any public body which holds regular meetings that are scheduled in advance over the course of a year shall give public notice at least once each year of its annual meeting schedule and that such notice shall specify the date, time, and place of such meetings; and

WHEREAS, the Board of Trustees desires to afford stakeholders and the public greater participation and accessibility to its meetings; and

WHEREAS, it is considered necessary and desirable by the Board of Trustees of the Authority to adopt a resolution providing for the holding and giving notice of regular meetings of the Authority.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Utah Transit Authority that the Board of Trustees shall hold its regular meetings and Audit Committee Meetings for 2022 as follows:

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NOTICE OF ANNUAL MEETING SCHEDULE
BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY

In accordance with the provisions of the Open and Public Meetings Act, public notice is hereby given that the Board of Trustees of the Utah Transit Authority, a public transit district organized under the laws of the State of Utah, will hold its regular meetings at the indicated hours at the location of 669 West 200 South, Salt Lake City, Utah 84101, or via a remote meeting platform as provided for in the Utah Open and Public Meetings Act, specifically UTAH CODE § 52-4-207(4) in the event of a substantial public health risk, on the following dates:

Regular Board of Trustees Meetings
(All Regular Board Meetings Start at 9:00 a.m.)

January 12, 2022
January 26, 2022

February 9, 2022
February 23, 2022

March 9, 2022
March 23, 2022

April 13, 2022
April 27, 2022

May 11, 2022
May 25, 2022

June 8, 2022
June 22, 2022

July 13, 2022
July 27, 2022

August 10, 2022
August 24, 2022

September 14, 2022
September 28, 2022

October 12, 2022
October 26, 2022

November 9, 2022
November 30, 2022

December 7, 2022
December 21, 2021

Regular Audit Committee Meetings
(All Audit Committee Meetings Start at 3:00 p.m.)

Monday, January 31, 2022
Monday, April 18, 2022
Monday, June 27, 2022
Monday, August 15, 2022
Monday, November 14, 2022

The agenda of each meeting of the Board of Trustees and Audit Committee of the Utah Transit Authority, together with the date, time and place of each meeting shall be posted in compliance with the requirements of the Utah Open and Public Meetings Act.

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The Board of Trustees of the Utah Transit Authority invites brief comments or questions from the public during its regularly scheduled Board of Trustee meetings. The Chair of the Board of Trustees shall determine the duration and timing of the public comment period. Persons desiring to address the Board of Trustees at a regularly scheduled meeting will be given a limited amount of time to speak.

Approved and adopted this 1st day of December 2021.

_____
Carlton Christensen, Chair
Board of Trustees

ATTEST:

_____
Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:
David Wilkins
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Legal Counsel

UTA BOARD CALENDAR

2022

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*9/12-9/16 Budget Work Sessions-TBD

*9/22 Budget Work Session Follow Up-TBD

UTA Holidays Board of Trustees Audit Committee Local Advisory Council

11/1/2021

DRAFT

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 12/1/2021

TO: Board of Trustees
THROUGH: Mary DeLoretto, Interim Executive Director
FROM: Kim Shanklin, Chief People Officer
PRESENTER(S): Andrew Gray, Civil Rights Compliance Officer

TITLE:

R2021-12-04 - Resolution Approving the Title VI Service and Fare Equity Analysis for December 2021 Change Day

AGENDA ITEM TYPE:
Resolution

RECOMMENDATION:
Approve December 2021 Change Day Title VI Analysis

BACKGROUND:
UTA has proposed four major changes during December change day. Major changes, as defined by the authority, require an equity analysis be performed. The proposed changes include two routes be discontinued, the introduction of a new fare program, and a route's alignment be changed. They are as follows.

- The route F522 is proposed to be discontinued and replaced by UTA On-Demand microtransit service.
- The route 454 is also proposed to be discontinued. It is a commuter route with low ridership from Grantsville to Salt Lake City.
- The route 451 is proposed to have alignment changes to increase efficiencies and eliminate stops at the Salt Lake International Airport.
- UTA is also introducing a Low-Income Reduced Fare Program available to the entire system's low-income populations defined as being under 150% federal poverty levels. The program offers a 50% discount to riders that complete the application process and are approved. This fare program will be considered by the Board of Trustees in late December 2021.

The analysis was performed in accordance with the Federal Transit Administration's (FTA) Circular 4702.1B, which outlines the Title VI requirements and guidelines for recipients of FTA funds. Title VI equity analyses are conducted to examine whether proposed changes to service negatively impact minority or low-income populations in a disproportionate way. The circular also requires any equity analysis be approved by UTA's governing entity.

DISCUSSION:
The conclusion of the analysis was that there were no Title VI findings. The proposed elimination of route F522 did show that the populace in the area had high percentages of low-income and minority populations, but it was determined that with the introduction of on-demand service that the potential findings were mitigated. Routes 451 and 454 did not yield any potential for findings and the Low-Income Reduced Fare Program will exclusively benefit low-income individuals.

ALTERNATIVES:
N/A

FISCAL IMPACT:
No Impacts

ATTACHMENTS:
R2021-12-04 - Resolution Approving the Title VI Service and Fare Equity Analysis for December 2021 Change Day

DocuSign Envelope ID: 044F9772-9619-4CD8-90A6-4983A138D7CA

RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY APPROVING THE TITLE VI SERVICE AND FARE EQUITY ANALYSIS FOR DECEMBER 2021 CHANGE DAY

R2021-12-04 December 1, 2021

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

WHEREAS, the Board of Trustees of the Authority (the "Board"), in keeping with the Federal Transit Administration's requirements for public transit agencies and the Civil Rights Act of 1964 has considered and reviewed the Service and Fare Equity Analysis of the December 2021 Change Day ("Title VI Equity Analysis") prepared by Authority staff; and

WHEREAS, the Board has desires to approve the Title VI Service and Fare Equity Analysis.

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

1. That the Title VI Service and Fare Equity Analysis prepared by Authority staff, a copy of which is attached hereto as Exhibit A, is hereby approved by the Authority.

2. That the Board hereby ratifies any and all actions taken by the Authority's Executive Director, staff, and counsel in furtherance of and effectuating the intent of this Resolution.

3. That a copy of this Resolution shall be submitted to the Federal Transit Administration.

4. That the corporate seal be attached hereto.

DocuSign Envelope ID: 044F9772-9619-4CD8-90A6-4983A138D7CA

Approved and adopted this 1st day of December 2021.

_____
Carlton Christensen, Chair
Board of Trustees

ATTEST:

_____
Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:
David Wilkins
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Legal Counsel

DocuSign Envelope ID: 044F9772-9619-4CD8-90A6-4983A138D7CA

Exhibit A

DECEMBER 2021 TITLE VI SERVICE AND FARE EQUITY ANALYSIS

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Title VI Service and Fare Equity Analysis

December 2021

Utah Transit Authority

DocuSign Envelope ID: 044F9772-9619-4CD8-90A6-4983A138D7CA

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Introduction

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance. The Utah Transit Authority has committed to the Federal Transit Administration's (FTA) Title VI objectives set forth in Circular 4702.1B by ensuring that UTA's services are equitably offered, and resources distributed without regard to race, color, or national origin.

The following analysis is of proposed changes to be implemented in December of 2021. These changes are being proposed to protect public funds and improve functionality of the system. Though the proposed changes are facially neutral, this analysis, in accordance with FTA requirements, will ensure that these changes will not have disproportionately negative impact on minority and low-income populations within UTA's service area. If these changes are found to be potentially discriminatory, UTA will take all prescribed and prudent steps to ensure services are equitable and compliant with federal guidelines and requirements.

Summary of Proposed Changes

UTA has proposed four major changes to service during the December Change Day. It is proposed to discontinue routes F522 and 454, modify route 451's alignment, and introduce a low-income reduced fare program. The discontinuation of any route, a change of alignment in excess of 25%, and fare change constitutes a major change. The low-income reduced fare program will be system-wide implemented in December and provide a 50% discount on fare to anyone that is below 150% federal poverty and completes an application to the program.

Summary of Findings

Of the proposed changes, only one area showed any potential disproportionate burden and disparate impact. The 454 and 451's rider surveys showed that the people utilizing the service were at or below ridership averages for low-income and minority populations. The low-income reduced fare program will serve low-income populations exclusively and ridership data shows that low-income riders have 5.4% more minorities than moderate to high income populations. Finally, the impact of the discontinuation of F522 yielded potential for both disproportionate burden and disparate impact. However, due to the immediate implementation of demand response service, the potential findings are negated by a more convenient and efficient transportation option for the area.

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UTA Policy and Definitions

UTA has developed corporate policy 1.1.28 Title VI Compliance Policy to define and evaluate the impacts of proposed major services changes on minority and low-income populations in conjunction with a public outreach process. In developing this policy, UTA solicited feedback through publications within the service area, published on UTA's website (rideuta.com), and Utah's government website in the public notices section (Utah.gov) which provides translation options. In conjunction with the Salt Lake County Office of Diversity Affairs, which maintains an email list of local entities and individuals with interest in diversity issues, UTA sent an email notification soliciting feedback in the development of this policy. Additional targeted outreach was done, which included mailing a letter and the policy or sending emails to community organizations that work with minority or low-income populations.

The following references to policy are from subsections of corporate policy 1.1.28 and were created to ensure that all equity analyses are performed using the same parameters and are in line with FTA Circular 4702.1B.

Definitions

A. *"Disparate Impact"* refers to a facially neutral policy or practice that disproportionately affects members of a group identified by race, color, or national origin, where the recipient's policy or practice lacks a substantial legitimate justification and where there exists one or more alternatives that would serve the same legitimate objectives but with less disproportionate effect on the basis of race, color, or national origin.

B. *"Disproportionate Burden"* refers to a neutral policy or practice that disproportionately affects the low-income population more than non-low-income populations.

C. "*Flex Route"* refers to a route that, upon request, can deviate from its fixed route to provide a curbside pick-up or drop-off of up to ¾ of a mile around the fixed route. Deviations from the fixed route cost an additional $1.25.

D. *"Low-income Population"* refers to any readily identifiable group of low-income persons who live in geographic proximity, and, if circumstances warrant, geographically dispersed/ transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed FTA program, policy or activity.

E. *"Minority Person"* include the following:

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1. American Indian or Alaska Native, which refers to people having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
2. Asian, which refers to people having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
3. Black or African American, which refers to people having origins in any of the Black racial groups of Africa.
4. Hispanic or Latino, which includes persons of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
5. Native Hawaiian or Other Pacific Islander, which refers to people having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

F. *''Minority Population''* means any readily identifiable group of minority persons who live in geographic proximity.

G. *"National Origin"* means the particular nation in which a person was born, or where the person's parents or ancestors were born.

H. *"Ridership Data"* The ridership data is the information gathered through the onboard survey showing the demographics of the people using a fare type and/or riding on a specific route. This data is used when analyzing proposed changes to fares and commuter routes. See below for the current ridership demographic gathered in 2019.

Low-Income Ridership Average:	
Population:	13,417
Low-Income Population:	4,515
Percent Low-income:	33.7%

Minority Ridership Average:	
Population:	13,378
Minority Population:	3,459
Percent Minority:	25.9%

I. *"System Average"* The system average is the averages of minorities and low-income persons within the total populous of the geographic regions UTA serves. The present system averages are expressed below in tabular format using 2014-2018 5-year population estimates provided by the American Community Survey (ACS).

Low-Income System Average:	
Population:	2,351,065
Low-Income Population:	404,688
Percent Low-income:	17.2%

Minority System Average:	
Population:	2,368,702
Minority Population:	546,507
Percent Minority:	22.9%

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Major Service Change

UTA will consider the following types of changes to be "major changes", which require public input and a Title VI equity analysis in compliance with FTA's Circular 4702.1B

a) The addition of service;
b) A proposed service level reduction in miles, hours, or trips of thirty three percent (33%) or more of any route;
c) The elimination of all service during a time period (peak, midday, evening, Saturday, or Sunday);
d) A proposed twenty-five (25%) or greater change in route alignment;
e) A proposed fare change.

Evaluation and Analysis of Service and Fare Changes

1. UTA will analyze proposed major changes to service and any proposed fare changes in accordance with FTA's Circular C 4702.1B as amended.
2. UTA will evaluate the impacts of all major service changes cumulatively when there is more than one route being affected for a service change period
3. UTA will primarily utilize American Community Survey (ACS) Data, block group data and/ or ridership data to evaluate and analyze any proposed major service and fare changes. This data will be analyzed with Geographic Information System (GIS) software.
4. UTA will rely on population data and use the smallest geographic area that reasonably has access to the stop or station effected by the proposed major service change. This will be translated into a one-quarter mile radius to a bus stop, one-half mile to a light rail station and three miles to a commuter rail station.

Disparate Impact and Disproportionate Burden

1. UTA will measure the burdens of service and fare changes on minority riders to determine when minority riders are bearing a disparate impact from the change between the existing service or fare and the proposed service or fare.
2. UTA will measure the burdens of service and fare changes on low-income riders to determine when low-income riders are bearing a disproportionate burden of the change between the existing service or fare and the proposed service or fare.
3. A threshold of 5% will be used to determine disparate impact on minority populations and disproportionate burden on low-income populations. This 5% is based on the margin of error from the US Census data that UTA uses to determine the populations in the service area. This means that if the burden of the service or fare change on minority

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or low-income populations is more than 5% worse than it is for the non-protected populations, then the change will be considered either a disparate impact or a disproportionate burden.

Finding a Disparate Impact

1. At the conclusion of UTA's Analysis, if UTA finds a disparate impact on the basis of race, color, or national origin, UTA shall seek to modify the proposed changes in a way that will mitigate the adverse effects that are disproportionately borne by minorities. Modifications made to the proposed changes must be reanalyzed in order to determine whether the modifications actually removed the potential disparate impacts.
2. If UTA chooses not to alter the proposed service changes despite the potential disparate impact on minority populations, or if UTA finds, even after the revisions, that minority riders will continue to bear a disproportionate share of the proposed service or fare change, UTA may implement the change only if:
    a. UTA has substantial legitimate justification for the proposed change; and
    b. UTA can show that there are no alternatives that would have a less disparate impact on the minority riders but would still accomplish the transit provider's legitimate program goals. In order to show this, UTA must consider and analyze alternatives to determine whether those alternatives would have less of a disparate impact on the basis of race, color, or national origin, and then implement the least discriminatory alternative

Finding a Disproportionate Burden

If at the conclusion of the analysis, UTA finds that low-income populations will bear a disproportionate burden of the proposed major service change, UTA will take steps to avoid, minimize, or mitigate impacts where practicable. UTA will also describe alternatives available to low-income passengers affected by the service changes.

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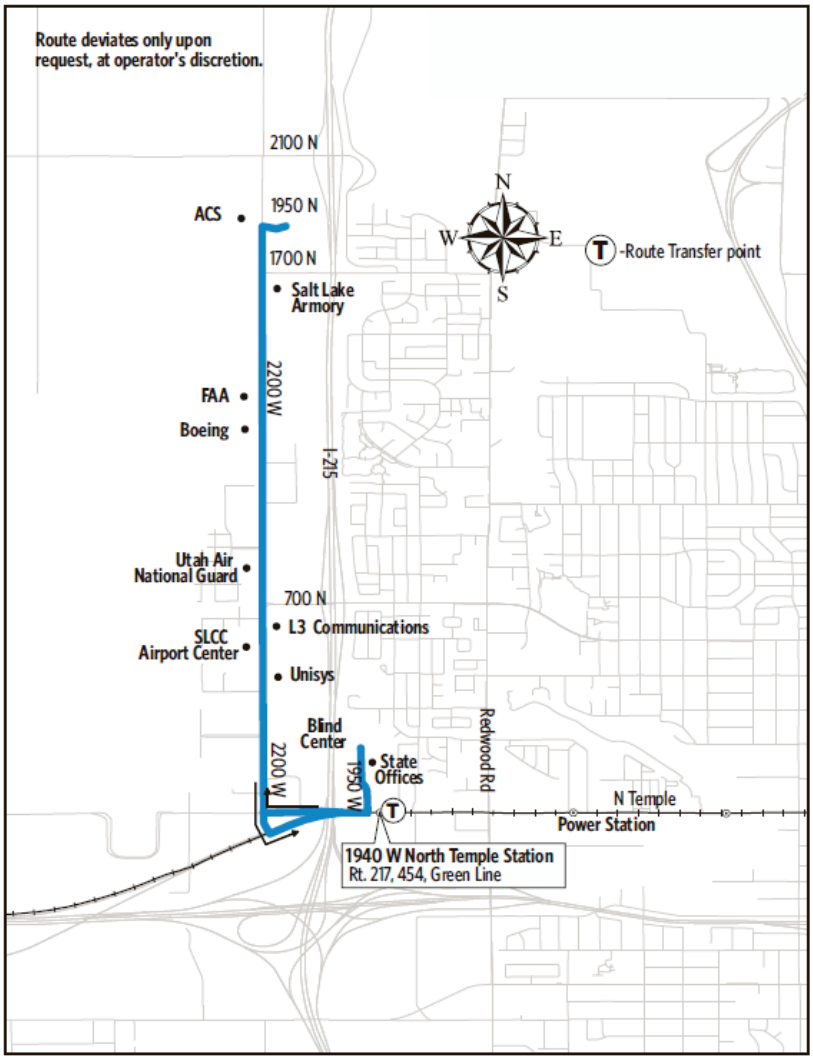
Proposed Changes

Route F522

This flex route offers transportation from North Temple Station to various businesses north. As a flex route, it can deviate from the fixed route and provide drop off or pick up service within a ¾ mile radius of the route. All stops along the route are in commercial areas. Residential areas are only accessible on 700 North and 1700 North as the I-215 acting as a physical barrier to stops. Between the months of April and October of 2021 the route averaged 25.8 boardings per day and UTA shows that this route had zero scheduled deviations throughout the entirety of 2021 and very few unscheduled.

As a part of this change day, UTA in partnership with Salt Lake City, is also going to be implementing a demand response microtransit service in this area. UTA On Demand is a microtransit service provided by Via as part of a public private partnership. This service will cover all the residential areas that fell within the ¾ mile deviation area of the F522. Of note is the FTA's guidance found in FTA Circular 4702.1B which states that the circular's requirements do not apply to demand response services and Title VI equity analyses. As such, there is no official analysis being conducted on the introduction of this service. Rather, the inclusion of this information is to provide additional context and justification regarding the cancellation of route F522.



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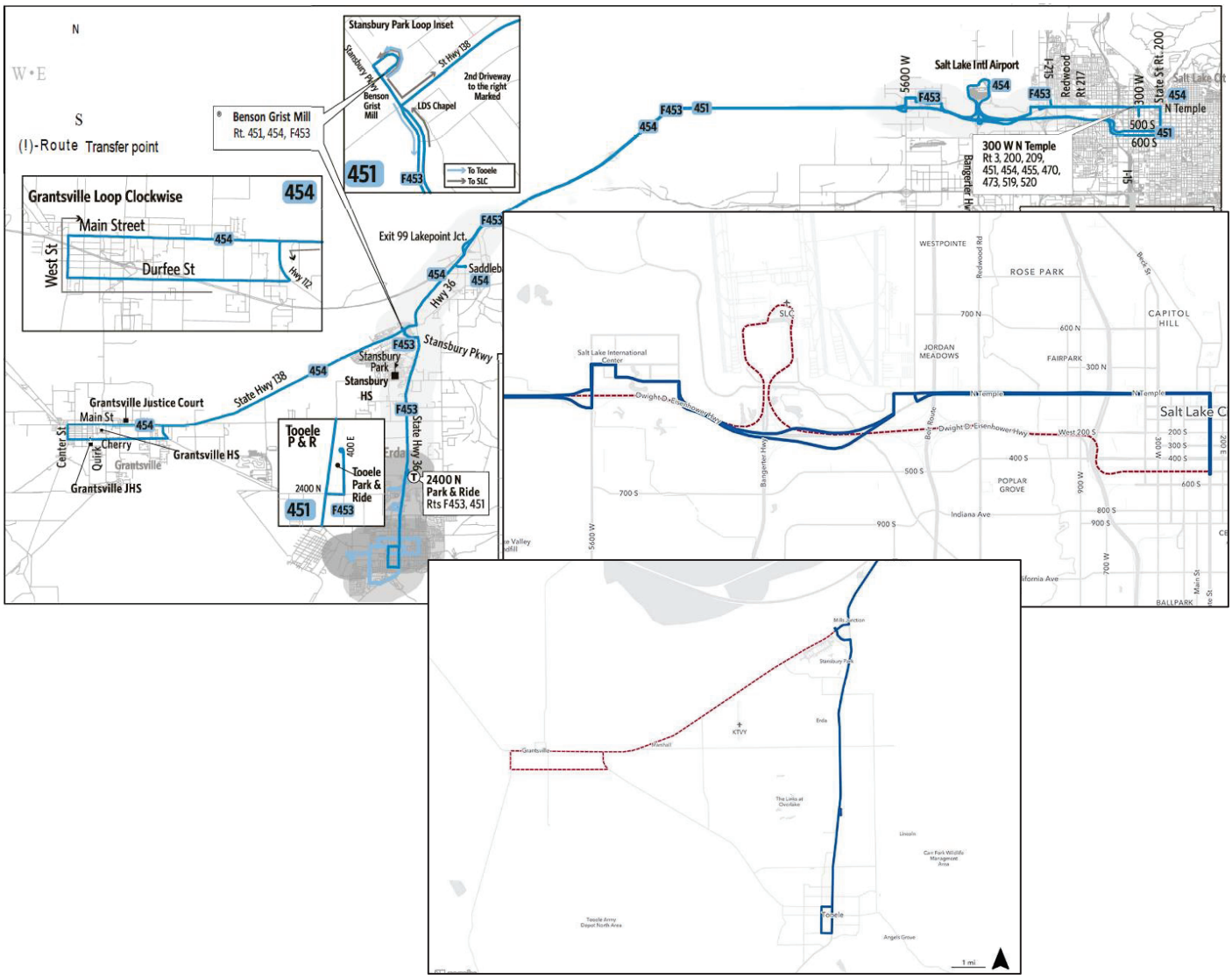
Routes 451 & 454

Routes 451 and 454 provide express commuter routes between Tooele County and Salt Lake City. These routes run only during morning and afternoon hours and have never returned to pre-COVID ridership levels. The 454 goes into Grantsville and the 451 goes into Tooele city. It has been proposed to modify the routing of the 451 to eliminate stops at the Salt Lake City International Airport, add stops to the Salt Lake International Center, and provide a more efficient route to locations in Downtown Salt Lake City. In conjunction with this, it is proposed to eliminate the 454 entirely which would eliminate service to Grantsville. Below is a map of existing and proposed routes. The new maps show a red dotted line to delineate eliminated routing and the blue route to show the new 451 alignment.



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Low-Income Reduced Fare Program

UTA has piloted and is now proposing to make permanent a low-income program to provide a 50% discount to people that are participating in a program reserved for low-income households and individuals and/or can show that they are below 150% federal poverty levels. The application for the program is accessible online or in person at one of UTA's several customer service locations where all required documentation can be submitted. Once approved, a reduced fare card is issued to the applicant. The program participant can then use this card to either pay for their fare directly by loading a pre-paid card and tapping on and off. Pre-paid cards can be reloaded either online, at partnering retailers, or at a customer service location. Program eligibility lasts for one year after approval.

This program also eliminates a previous fare program for people utilizing the Horizon card from Utah's Department of Workforce Services (DWS) to purchase a regular monthly pass at a 50% discount. The low-income program differs from the Horizon pass program because it has expanded the number of potential riders that can access it. In order to buy the Horizon pass, the customer would need to be actively engaged in a DWS program and purchase the pass with the DWS issued card. The new program is available to all persons within the service area that can show eligibility.

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Analysis of Proposed Changes

UTA has analyzed the potential impacts of any major service change as it relates to low-income and minority populations and evaluated the potential for adverse impact on these groups. To this end, UTA has created the maps, tables and related data found in this section. The data in this section was compiled utilizing American Community Survey (ACS) 2018 5-year estimates, which was dispersed into census blocks, in lieu of the larger block groups in order to use the smallest geographic area possible for the analysis. The distribution was dictated by population ratios from 2010 Census Data. Proposed service changes were analyzed based on the stops, flex route radii, and stations serviced by the impacted route. Some stop locations are approximate and may be in a different location once land is acquired or permissions are granted for land use. All bus stop locations have had a one quarter mile walkability radius applied to them, which was based on the actual accessibility of the stop or station by road. Flex routes have a three-quarter mile radius attached to the alignment due to the deviation capabilities of that service type. Any census block that was overlapped by any of these radii had its population included as those impacted by the proposed changes. These aggregated numbers were compiled as a comparison group to the service area average to determine whether there would be a disparate impact on minority populations and/or a disproportionate burden borne by low-income populations.

Total low-income population was calculated using ACS household income data which excludes certain housing types where a “household” does not reflect those within certain types of living quarters (e.g., prisons, college dormitories, etc.). For this reason, the total minority population and the total low-income population differed at varying degrees contingent upon the number of this household type within the impacted area.

The maps in this section show the route, individual stops, flex route radii and census blocks with concentrations of low-income households or minority individuals above the system average shaded.

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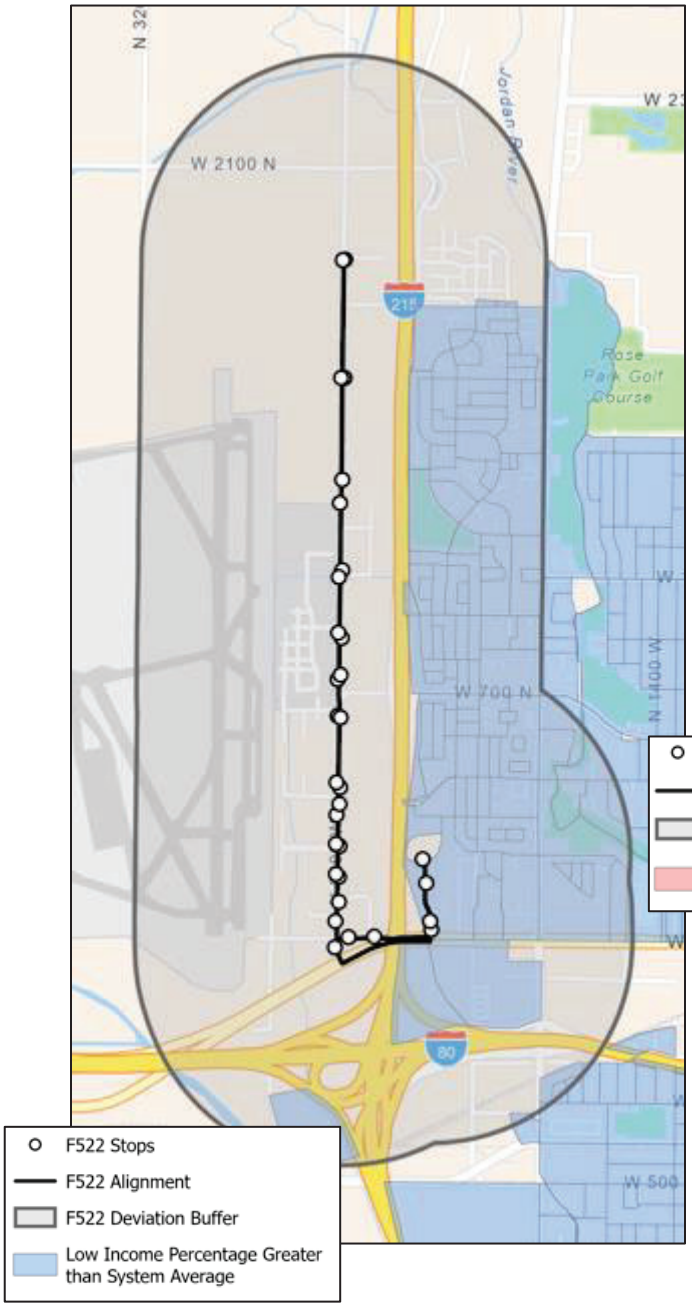
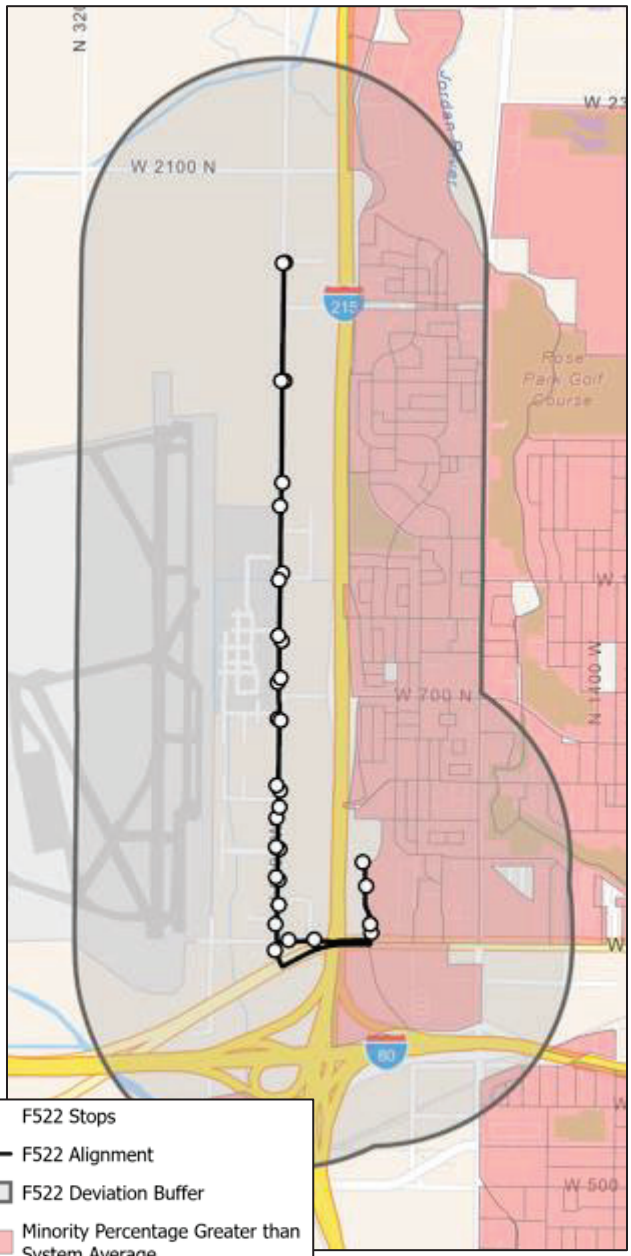
Route F522

Route F522 is a flex route, meaning it can deviate from its fixed route up to 3/4 miles and provide pick up or drop off service. It is primarily used to access businesses near the airport. Maps and data are included as part of the analysis.





Low-Income on F522	
Population:	18,514
Low-Income Population:	8,014
Percent Low-income:	43.3%
Difference from System Average:	26.1%

Minority Population on F522	
Population:	18,722
Low-Income Population:	13,779
Percent Low-income:	73.6%
Difference from System Average:	50.7%

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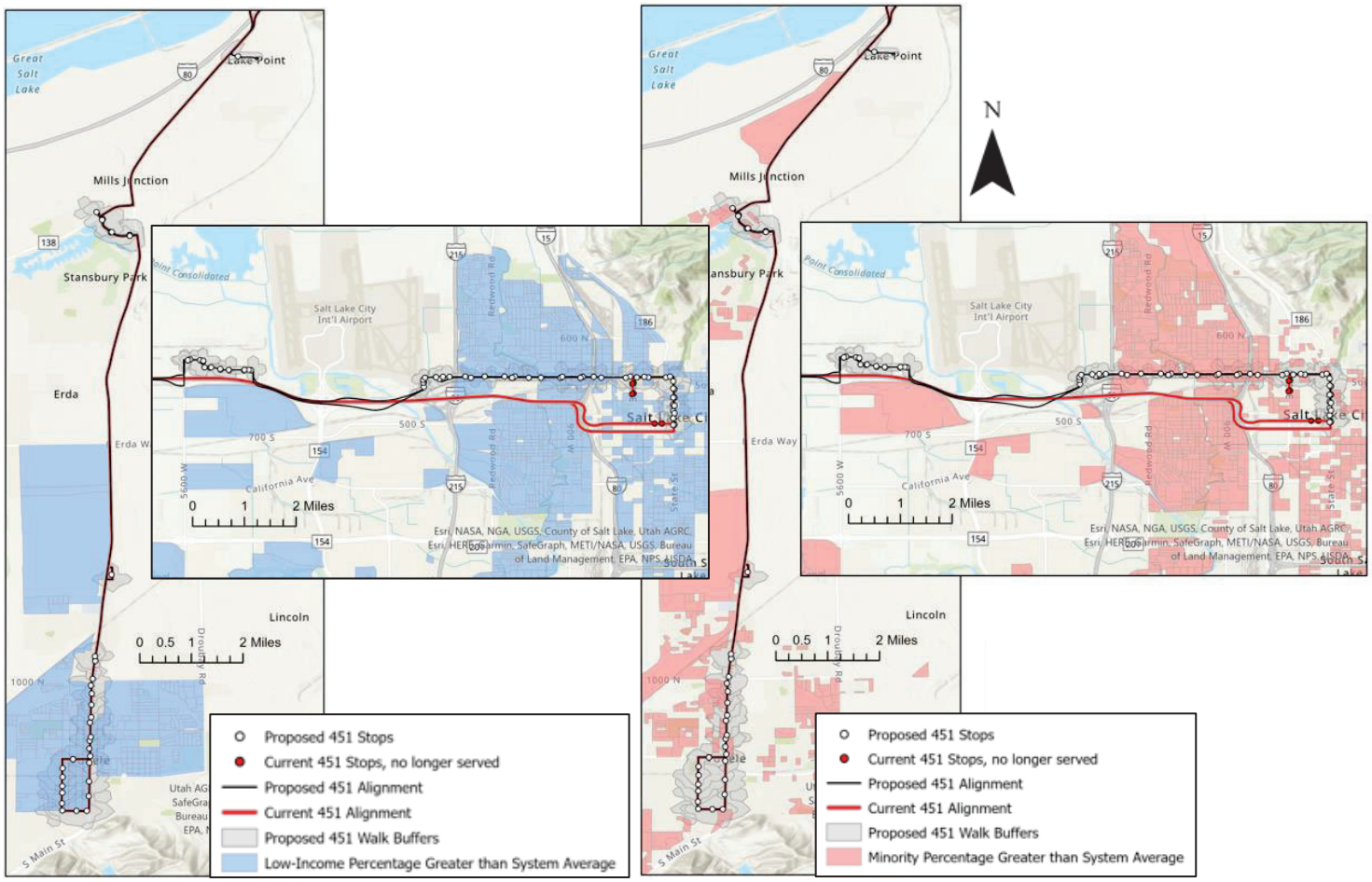
Routes 451

The 451 is a commuter route. As such, UTA has utilized the last ridership survey to review the changes according to FTA circular guidance on commuter routes. As such, the responses from riders on the 451 during the 2019 ridership survey are included below and then compared to the demographics of the entire survey.



Low-Income on 451:	*Ridership*
Population:	39
Low-Income Population:	5
Percent Low-income:	12.8%
Difference from total Ridership:	-20.9%

Minority Population on 451:	*Ridership*
Population:	34
Low-Income Population:	8
Percent Low-income:	23.5%
Difference from total Ridership:	-2.4%

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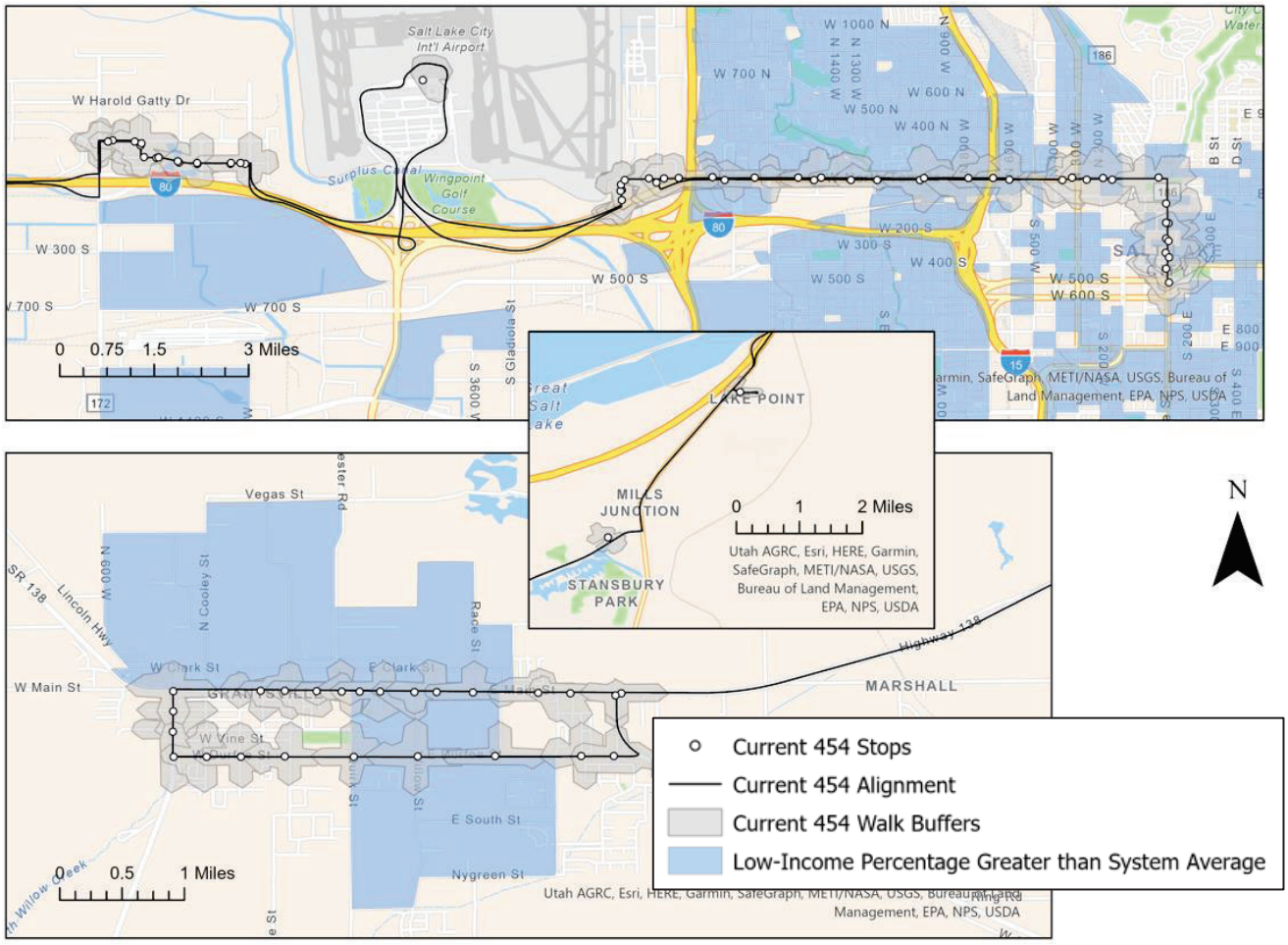
Route 454

As with the 451, this route is a commuter route and will be utilizing ridership data in its analysis.

Below is a tabular representation of ridership data and maps of the route with areas including higher than average representations of low-income populations.



Low-Income on 454:	***Ridership***
Population:	21
Low-Income Population:	7
Percent Low-income:	33.3%
Difference from total Ridership:	-0.4%

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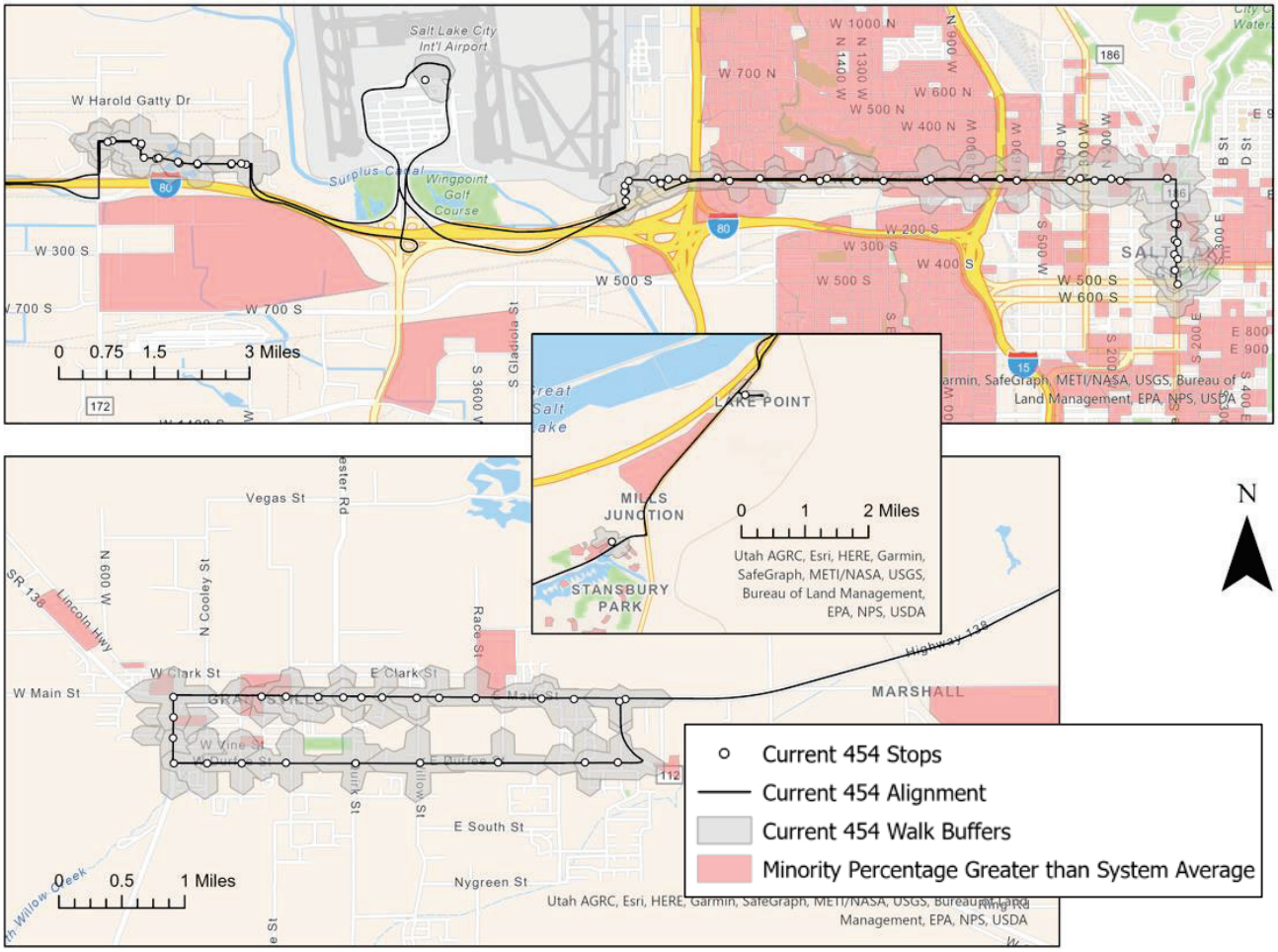
Below is a tabular representation of ridership data and maps of the route with areas including higher than average representations of minority populations.



Minority Population on 454:	*Ridership*
Population:	21
Low-Income Population:	2
Percent Low-income:	9.5%
Difference from total Ridership:	16.4%

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Low-Income Reduced Fare Program

When evaluating fare changes, UTA utilizes information received through ridership surveys to determine the users of a particular fare media. This new program will be available to all people within the service area, so the dataset used is all people that utilize UTA's services. Due to the nature of the program, it is anticipated that 100% of program participants will be low-income according to UTA's chosen definition of 150% or less of the federal poverty rate. The following table shows the demographics of the riders that fall within the low-income parameters on the survey.

Minority Population Within Low-Income	
Population:	50,035
Low-Income Population:	15,638
Percent Low-income:	31.3%
Difference from total Ridership:	5.4%

Conclusion

The proposal to discontinue route 454 and modify the alignment on route 451 did not exceed UTA's thresholds for potential disparate impacts and/or disproportionate burdens. The Low-Income Reduced Fare Program likewise did not show any potential negative impacts but will exclusively benefit low-income households which data shows have higher numbers of minorities than moderate to high income households. As such, there were no findings on the 454, 451 proposals.

Route F522

This route is in a majority minority area with dense populations of people below 150% poverty level. The data itself would show a high potential for both a disparate impact and disproportionate burden. However, as mentioned earlier in the analysis UTA is implementing its UTA On Demand microtransit service at the same time this route would be eliminated. The on demand service will cover all of the populated areas within the F522's service area and provide door to door service at the base fare price of $2.50. This is better service than the existing F522 which is on the west side of the freeway while all populated areas are on the east side. The on demand service area was originally proposed to end on the street that was once serviced by the F522 but would not have provided service to areas on the west side of the street. See the map on the following page for the original proposed service area.

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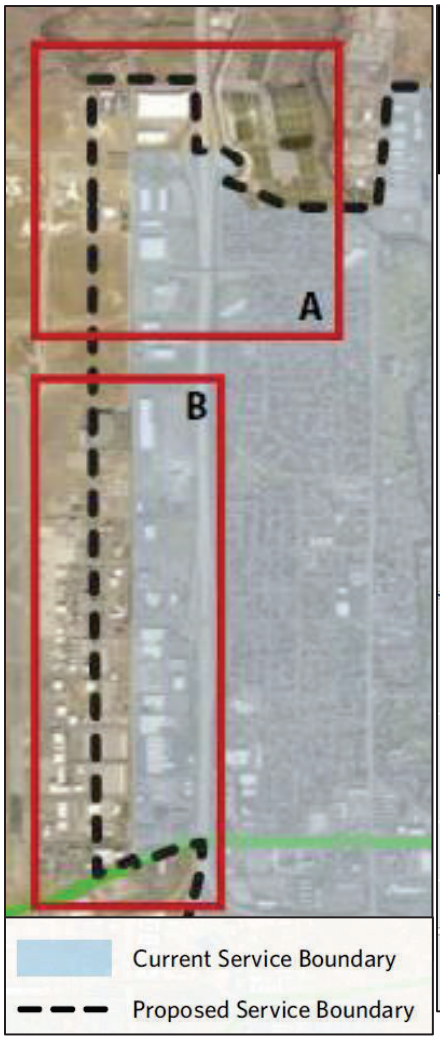
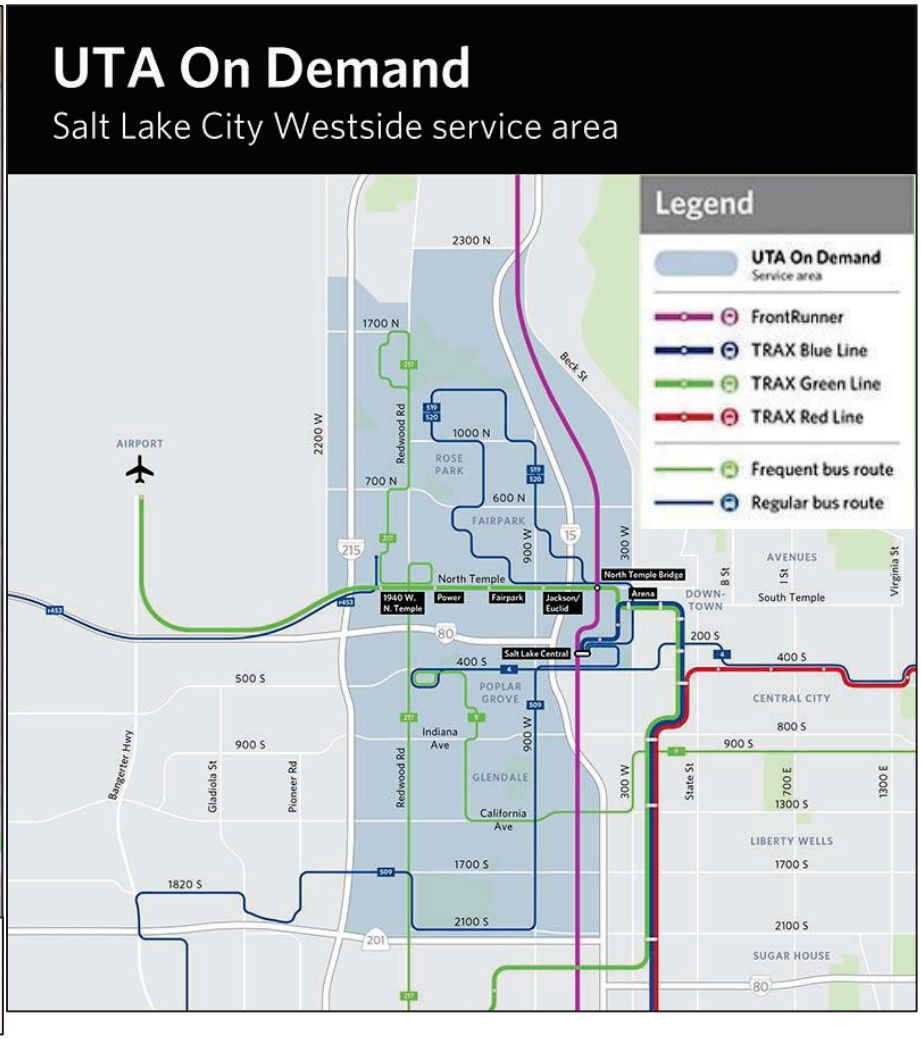
In order to better address the service area being vacated by the F522, UTA expanded the service area to areas marked out in the images at the bottom of this page.

Although there is substantial minority and low-income populations within the F522's service area, the immediate introduction of On Demand service acts as a mitigation for all negative impacts. UTA On Demand microtransit service is more readily accessible, versatile and less expensive than the existing option when the cost of deviations would be factored for. Beyond this implementation, there is little evidence that local riders utilized this route due to the lack of deviation and the physical barrier of the freeway that prevented them from ready access to the route. Therefore, UTA finds that there were no findings of disproportionate burden or disparate impact.





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Appendix A – December 2021 Change Day Public Comment Report

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December 2021 Change Day – Public Involvement Report

Updated 11.11.21

Introduction

The Utah Transit Authority (UTA) proposed several major changes to transit service for implementation on December Change Day (December 12). Those proposed major changes can be reviewed in Appendix 1 of this report. UTA postponed the date of Change Day from November 28 to December 12. This Change Day includes various changes to bus and rail routes throughout the system, as well as the start of Ski Bus service in the Cottonwood Canyons, and to Snowbasin, Powder Mountain and Sundance. UTA delayed Change Day as the agency has been facing a shortage in bus operators, not unlike the experience of many other industries during these challenging times. By postponing Change Day to December 12, UTA hoped to have enough time to complete the hiring and training process of the personnel needed to maintain planned service.

The agency held a 30-day public comment period from October 4 through November 6 with multiple opportunities for the public to engage in the input process, including a virtual public hearing on October 20. This report details public involvement and feedback on the proposed changes.

Part 1: Public Engagement Efforts

Engagement Overview

Component	Dates	Additional Detail
Public Notice	October 4	A public notice was published across major news publications in areas with proposed major changes and on the Utah Public Notice Website.
Public comment period	October 4 – November 6	30-day period was required. Public notice was published. Comment was accepted via email, mail, online form, phone, and in-person at Customer Service locations.
Public hearing (Virtual)	October 20	15 days after public comment period announced, this public hearing was held virtually over Zoom. UTA staff presented information about proposed changes and answered questions. Registered participants were invited to provide public comment during the meeting. A recording was made available following the event.
Customer Service	October 4 – November 6	Customer service offices across the service area (3 locations) supported information sharing about proposed changes onsite for members of the public to learn more and provide comment.
Virtual engagement	October 4 – November 6	Available throughout the comment period online, included virtually accessible information and feedback opportunities through OpenUTA. (Rideuta.com/ChangeDay)
On-system engagement	October 14	Teams of two rode routes with proposed major changes, including routes 451, 454, and F522. They shared route specific information about proposed changes and how to comment. 451: Megan Waters, Jenna Simkins

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		454: Sheri Webster, Samantha Aramburu F522: Shaina Miron-Quinn, Joann Scott

The public comment period was held for 30 days from October 4 through November 6. Multiple methods for sharing information on the proposed changes and submitting official comment on the proposed changes were made available to the public. Methods for public comment included email, mail, phone, OpenUTA online comment form, the virtual public hearing, and in-person at customer service locations in two counties. Information on proposed changes was shared widely via newspapers of general circulation in the service area, on-system signage at bus stops, UTA's website, and UTA's social media platforms, including Instagram, Facebook, and Twitter.

Public Hearing Notice

A detailed public hearing notice was distributed via newspapers of general circulation for publication on October 4, including the Standard Examiner (Weber), Tooele Transcript, Deseret News, and the Salt Lake Tribune. The public notice was also shared via the Utah Public Notice Website. Proofs are included in Appendix 2.

Virtual Public Hearing

The virtual public hearing was held on Wednesday, October 20 at 6pm. The event was held over Zoom webinars and was broadcast on the RideUTA Facebook Live feed. Nine individuals from the public registered and attended the live event to make a comment on the broadcast. A recording of the virtual public hearing was also available for viewing following the events on the UTA Facebook, YouTube channel, and OpenUTA page.

Facebook:

- 972 People Reached
- 174 Engagements
- 14 Comments
- Link to the event on Facebook: https://fb.watch/99ud6oh4Xv/

Youtube:

- 70 Views
- 1 Likes
- 0 Comments
- Link to the event on YouTube: https://www.youtube.com/watch?v=uI6ej2hGFuM

Virtual Engagement

Social Media

Social media platforms, including Facebook, Instagram, and Twitter were used to promote awareness around the proposed change and encourage participation in the public comment period.

Facebook: 3 posts	Instagram: 2 posts	Twitter: 3 posts
10/6 – 3K reach, 153 clicks, 32 other engagements	10/6 – 41 likes, 1 comment	10/6 – 1 retweet, 1 like
10/18 – 2.3K reach, 26 clicks, 8 other engagements	10/20 – 11 likes	10/18 – 3 retweets, 2 likes
10/20 (Public hearing virtual live stream) – 975 reach, 159 clicks, 15 other engagements		10/20 – 2 retweets, 3 likes

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Website

Detailed information was shared via UTA's website. A carousel on the main page directed the public to detailed information on the proposed changes at rideuta.com/ChangeDay. The public hearing information was also included on the public hearing page of the UTA website.

Additional supporting information used for public information and engagement can be reviewed in Appendix 3.

On-System Engagement

Teams of two rode routes with proposed major changes, including routes 451, 454, and F522. They shared route specific information about proposed changes and how to comment. Route-specific handouts were provided and left behind with operators to share with riders who were not onboard at the time of the engagement effort.

- Route 451, Salt Lake City to Tooele
  - Staff: Megan Waters, Jenna Simkins
  - 16 interactions
- Route 454, Salt Lake City to Tooele
  - Staff: Sheri Webster, Samantha Aramburu
  - 2 interactions
- Route F522
  - Staff: Shaina Miron-Quinn, Joann Scott
  - 4 interactions

Part 2: Public Comment Analysis

Engagement by the Numbers

Mode	Comments (#)
Email	18
Mail	0
Customer Service	10
OpenUTA	81
Virtual Public Hearing	7
Total Official	**116**

Public Comment Overview

Comments received during the 30-day comment period expressed concern about the proposed changes, requests for service restoration, and other service considerations such as travel time and frequency. Below includes a summary of the comments by theme. A complete list of public comments can be found in Appendix 4; UTA's response to comments is included in Appendix 5.

Comment Themes

Theme	Detail	Comments (#)
Route 451 Support	Comment supports the changes proposed to Route 451	4
Route 451 Oppose	Comment opposes the changes proposed to Route 451	42
451 Opposition & Travel Time	Many comments in opposition to the proposed changes to Route 451 cite increased travel times as a chief concern	31
Route 454 Support	Comment supports the changes proposed to Route 454	2

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Route 454 Oppose	Comment opposes the changes proposed to Route 454	16
Route F522 Support	Comment supports the changes proposed to Route F522	0
Route F522 Oppose	Comment opposes the changes proposed to Route F522	6
On Demand	Concerns expressed around the F522 switching to On Demand and negative user reviews	2
Route 640 Support	Comment supports the changes proposed to Route 640	0
Route 640 Oppose	Comment opposes the changes proposed to Route 640	4
Other Routes	Comments referencing other routes largely referred to service restoration or suggestions for new service	39
Travel Time	Comment expresses concerns around travel times on transit (31/37 are in reference to proposed changes to Route 451)	37
Frequency	Comment requests increases in frequency of service on various routes	19
Connections	Comment requests improved ability to make transfers and connections between various modes	5
Coverage	Comment requests increase coverage by transit service	2
Span	Comment requests an improvement in span of services, both hours (earlier and later) and days of the week	9
Bus Stop/Construction	Comment expresses concern over closing/moving bus stops and related construction	4
Operators	Comment expresses concern over operator shortage and hiring/compensation practices	2
Ski Bus	Comment expresses concern over delay in start of ski bus service	3
Suggestions	Comment provides a suggestion for improving service and customer experience	25

The summary above provides an overview of the major themes and topics expressed in the comments. Each comment was individually coded for themes. As noted in the table, many of the comments related to specific routes and modes, including expressed opposition to the proposed changes for routes 451, 454, F522, and 640. Many comments referred to other routes (not those with proposed major changes) and included requests for service to be restored or changed (increased frequency, increased span of service, etc.) on specific bus routes, TRAX, and FrontRunner. Many comments were also flagged as "suggestions", which included either alternatives to proposed changes or additional new service suggestions.

**Note: the number of themes in the tables above will add up to more than 116; this is because multiple comments expressed more than one theme.*

Additional Public Engagement

- **On Demand –** UTA's On Demand service began piloting in November 2019 in the southern part of Salt Lake County. Since the original implementation, there has been ongoing engagement with the public and stakeholders to broadly understand experiences and areas for improvement with the system. Ridership trended well prior to COVID and received positive feedback from the community, including riders who indicated they would ride again and would recommend the service to others. UTA's Innovative Mobility Solutions Department has been proactive in collecting specific feedback and suggestions from the community and riders, as well as finding ways to implement feedback to improve the customer experience. A new On Demand service will

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replace route F522 should the proposed discontinuation move forward. A robust communication and engagement effort will be implemented to support the adoption and transition to the new service.

- **Special Services** – Vanpool has been supportive of identifying opportunities to replace fixed and flex route service for riders where appropriate.
- **Communications & Outreach –** throughout the comment period and ongoing until and after December Change Day (December 12), rider communications to increase understanding and awareness of the changes will be provided through UTA's regular channels, including social media, website, and email.
- **Stakeholders** – UTA has worked closely with stakeholders to inform them of the proposed changes and delay in Change Day, including ski resorts.

Summary of Findings

Through the public engagement process, 116 official public comments were received.

- The proposed major changes drew comments in opposition of the changes, with the most feedback received on the proposed routing modification to Route 451, where riders expressed concern over increased travel times.
    - **If proposed changes are implemented, UTA should continue monitoring ridership and travel times to support Tooele County riders.**
- Feedback was also received about the proposed discontinuation of Route 454 from Grantsville, expressing concern about travel to the Benson Grist Mill Park & Ride stop. Additionally, several comments were received regarding proposed discontinuation of Route F522 and modifications to Saturday service on Route 640.
    - **Providing and supporting access to alternative options will be important should changes move forward.**
- Many comments referred to other routes beyond those with proposed major changes, largely to request service restoration, increased frequency, and improved span of service.
    - **Information on all service changes (major and minor) for December Change Day 2021 had not been publicized at the time of the comment period. It may be beneficial to share comprehensive information all at once with the public, as possible.**

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Appendix 1 - Proposed Changes

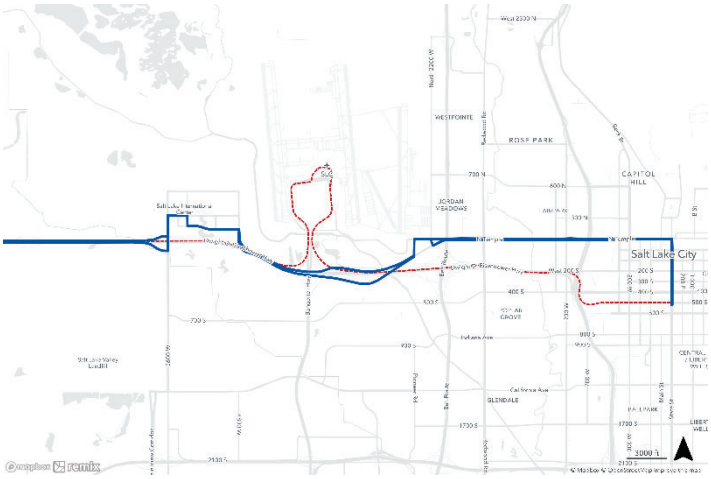
Route 640: Reduce Saturday service from 30 minute to 60 minute.

Route F522: Discontinue route.
Service will be replaced with UTA On Demand coming soon.

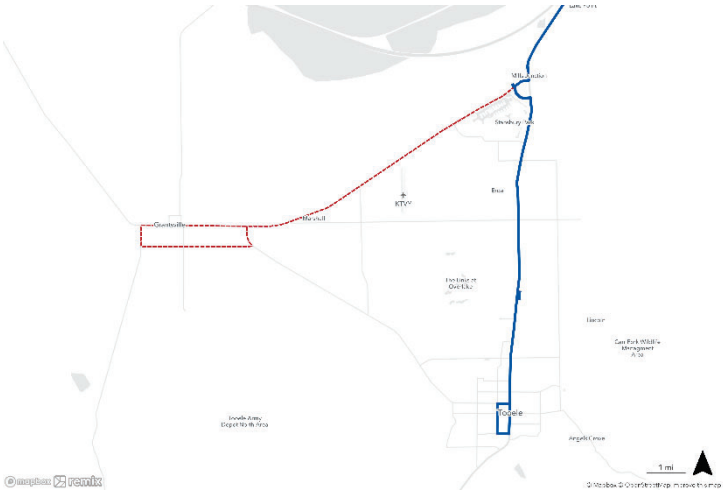
Route 454: Discontinue route.
Riders can pick up Route 451 at Benson Grist Mill. Learn more about alternative transportation resources from Tooele County.

Route 451: Modify routing to serve International Center and North Temple.
Add stops and connect with TRAX at 1940 W. North Temple. Modified route will cover the service provided by Route 454 and connecting riders to Salt Lake City.

Salt Lake Valley – Routes 451 & 454



Tooele Valley – Routes 451 & 454



(The red line on the maps above shows the proposed discontinuation of Route 454 from Grantsville to Salt Lake City. The blue line on the above map shows the proposed modified routing for Route 451 from Tooele to Salt Lake City.)

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Appendix 2 – Public Notice Proofs

Public Notice was published in the Salt Lake Tribune (online & print), Standard Examiner, Tooele Transcript, Deseret News, and the Utah Public Notice Website.

PROOF OF PUBLICATION

STATE OF UTAH } SS.
County of Tooele }

NOTICE OF PUBLIC HEARING AND COMMENT PERIOD
UTAH TRANSIT AUTHORITY
RE: December Service Changes. The Utah Transit Authority (UTA) is proposing several changes to transit service beginning on December 12. The proposed changes would reduce service on low ridership routes and shift resources given the labor shortage. A 30-day public comment period will occur October 4 through November 6; one virtual public hearing, along with several other community engagement opportunities, will be held to gather feedback.
Public Comments:
Relevant information about the proposed service changes will be available at the Public Hearing and on the UTA Website at rideuta.com/Change-Day. The proposed changes will be available for public review and comment from Oc-

I, Scott C. Dunn, being first duly sworn, depose and say that I am the Publisher of the Tooele Transcript-Bulletin, a twice-weekly newspaper of general circulation published each Tuesday and Thursday at Tooele City, Tooele County, Utah; that the notice attached hereto and which is a part of the proof of publication of

Notice of Public Hearing
Utah Transit Authority

was published in said newspaper for one issue(s), the first publication having been made on the 5th day of October, 20 21, and the last on the 5th day of October, 20 21; that said notice was published in the regular and entire issue of every Tuesday edition of the newspaper during the period and time of publication, and the same was published in a newspaper proper and not in a supplement. Said notice was also placed online at www.utahlegals.com.

THE SALT LAKE TRIBUNE

NOTICE OF PUBLIC HEARING AND COMMENT PERIOD

UTAH TRANSIT AUTHORITY

RE: UTA Tentative Budget 2022. UTA is holding a public hearing to receive input on its 2022 Tentative Budget.

Public Hearing Date & Format:

There will be a public hearing held on **Thursday, November 4 at 3:30 p.m.** at UTA's downtown Salt Lake City office at 669 West 200 South. Please consider current CDC COVID-19 guidelines regarding masking and distancing for in-person attendance.

Prior to the public hearing, from 3:00-3:30 p.m., UTA will hold a Public Budget Open House to allow the public to review and discuss the budget with UTA representatives. During this time, in addition to having specific questions answered, the public may submit written comments to UTA. At 3:30pm, as part of a specially scheduled UTA board hearing, individuals may provide verbal comment directly to UTA's Board of Trustees.

Options for remote viewing and remote public comment will be available. For instructions on how to comment or view the meeting remotely please go to www.rideuta.com/Board-of-Trustees/Meetings. In the event of technical difficulties with remote participation, the meeting will proceed in person and in compliance with the Open and Public Meetings Act.

To assure full participation at the hearing, accommodations for effective communication such as sign language interpreters, printed materials in alternative formats, or a language interpreter for non-English speaking participants, must be requested at least two (2) working days prior to the date of the scheduled event. Requests for ADA or language accommodations should be directed to calldredge@rideuta.com or 801-287-3536, or dial 711 to make a relay call for deaf or hearing impaired persons.

Public Comments:

In addition to the hearing, the tentative budget will be available for public review and comment from **November 4, 2021 – December 4, 2021.** During the 30-day comment period the public can submit comments via email, online, mail, or phone. Information on the 2022 Tentative Budget may be found at www.rideuta.com/budget or viewed in person at UTA Headquarters, 669 W 200 S, Salt Lake City, UT.

Comments must be received, postmarked or electronically submitted to UTA through one of the following methods by **5pm on December 4, 2021,** to be considered as part of the public comment record.

- **Email:** hearingofficer@rideuta.com
- **Phone:** 801-743-3882
- **Mailing:** Utah Transit Authority, C/O Megan Waters, 669 W 200 S, Salt Lake City, UT 84101
- **Website:** www.rideuta.com/budget

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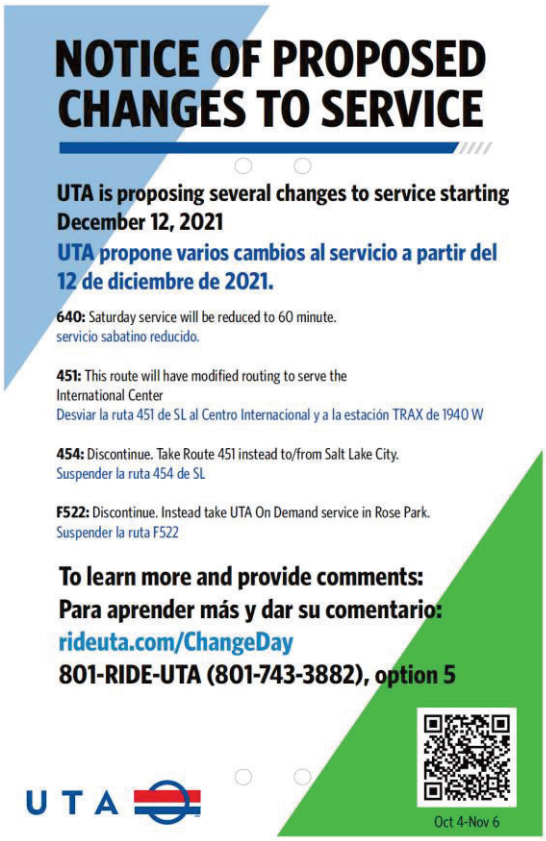
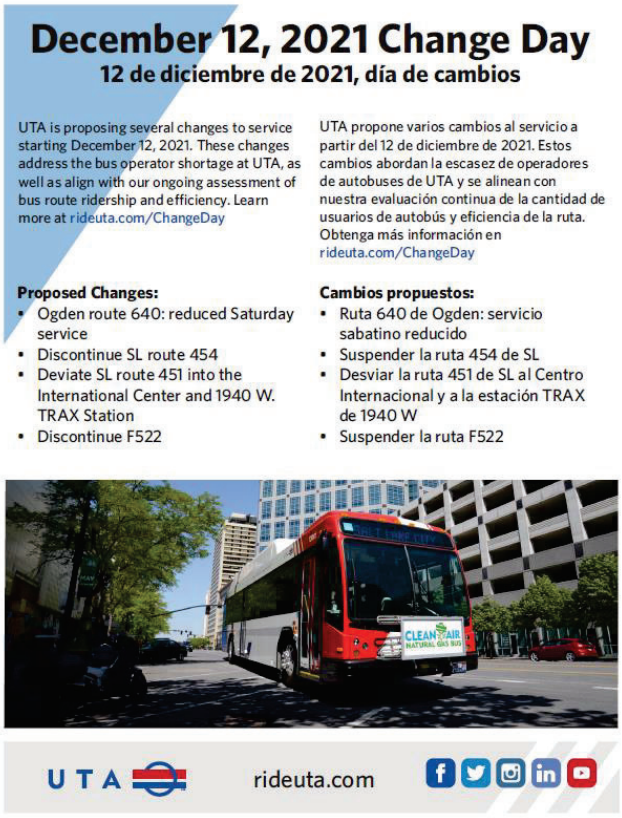
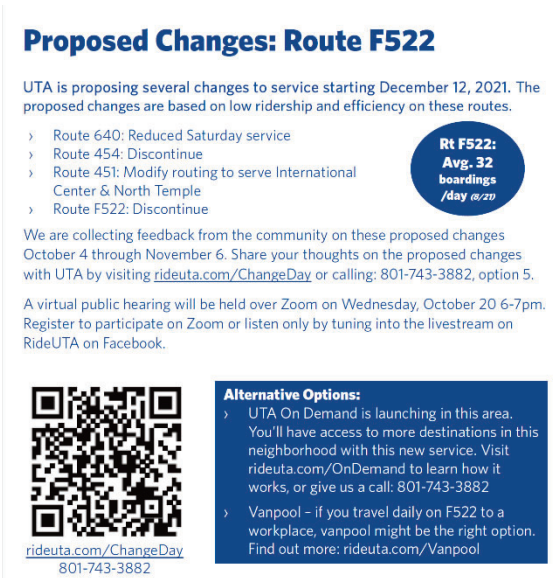
Appendix 3 - Supporting Information

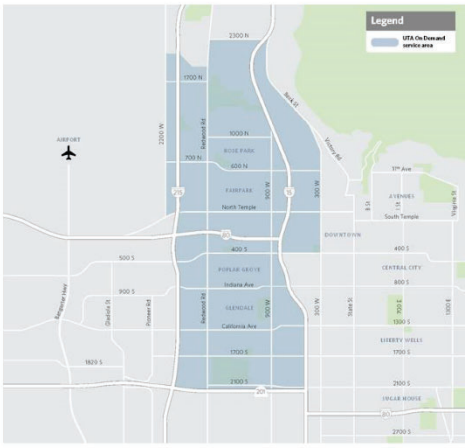


1. Proposed changes informational flyer used on bus stops and in buses, Spanish & English



2. Informational Flyer for Customer Service locations, Spanish & English





3. Example of the route-specific flyer used for on-system engagement, Spanish & English

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Appendix 4 – Public Comments

A complete list of the 116 public comments received.

#	Comment
1	Good morning, I ride the front runner M-F and use the UVX tran M-F. At the Provo station, the UVX goes directly to the J Bay. Before it used to stop right before the crosswalk. I imagine the change was made to protect the pedestrian. However, why could it not stop at Bay A? It is right by the entrance to the front runner. It would be even safer since passengers would be on the same side as the front runner and the buses. When the front runner comes into the Provo station, it would be an advantage to the passengers to have the UVX tran waiting in Bay A, instead of Bay J. A couple of weeks ago, the front runner was a few minutes late into the Provo station. As I walked across to catch the Express and just as I was about to reach it, it pulled out. I missed it by 10 seconds. Again, if it was waiting at Bay A, I would have made it. Also, I travel from Saratoga Springs to the American Fork station. Is there any future plans of having a bus stop in Saratoga Springs to bring passengers to the American Fork station in time to catch the front runners, the first being at 5:51am? Thank you for your time.
2	Can we bring back the front runner that leaves Clearfield at 7:54? That would be great! 7:24 gets in too early and the 8:24 gets in too late. Your ridership would probably go back up.
3	I would like to propose a change for the red line trax on weekends from daybreak to the U medical center. I would like to request earlier trax even if it is less frequently on weekends just because nurses, house keeping and other staff members work weekends and start early 630 or 7. It's also so helpful during winter months with snow. Thank you for.your time and consideration
4	It would be great to have a direct to ski area open from Sugarhouse. I have to drive to a crowded parking lot and wait in line for a bus. What if there were direct buses from areas in the valley where I could park at a less crowded lot that's closer to my house and go straight to the ski areas.
5	I would like to request that an additional southbound time be added to frontrunner between the 3:42pm and 4:42pm arriving at Lehi. That time used to be there before the Pandemic, I would like to bring it back.
6	Please Please Please don't discontinue the service to Grantsville! Getting to the mill stop poses a significant issue for my family. The Grantsville stop is walking distance to my home for my husband, who uses this bus to get to work! Please! I tried adding my thoughts to the public comment page, but it wouldn't ever let me.
7	Hello, I am a rider of UTA 454. I live in Grantsville but I work in Salt Lake. I have relied almost exclusively on the 454 since moving to Utah in 2013. In the past, there was a single route in the mornings, picking up around 6 am and then leaving Salt Lake around 4 pm. While moving to the two routes in the mornings and afternoons has made it more convenient, I recognize that there usually are not enough riders to justify the two routes. Rather than discontinue the 454 altogether, would it be possible to go back to a single route in the mornings and afternoons?

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8	Hello, I have been riding Route 451 for 11 years and I work in Salt Lake City. One of the main reasons why I bought my house in Tooele is because of this. I could still take public transportation and it is relatively comfortable and quick. The reason I don't agree with this proposal is Route 451 is the ONLY way to get to Salt Lake City with reasonable time. We DON'T have any other options like trains or TRAX. With this option, you would take away our transportation needs. Adding those proposed routes can easily add 30 minutes or longer each way which we don't have. UTA had already made changes with Routes 451, 453, and 454 and you had reduced the frequency and convenience for some people. I did understand why you did it, And now you are going to reduce the ONLY option to go to Salt Lake City. That would be very difficult for daily commuters like myself. As a Tooele county resident, we already feel that we are like a stepchild even though we pay taxes like everybody else. We have not had any major road improvements or public transportations like TRAX or train even though we already have railroads available in our county.. Now you would take away our already very limited options. Please reconsider and rethink the proposal. It will be greatly appreciated.
9	Please do not make changes to BUS 451 as it would add significant time to my commute and several of my coworkers. I know it seems that the BUS 451 is not being used a lot right now, but that is because we are still working from home. When our employer calls us back to work in the office, the bus will be needed much more. This would add significant time to my commute and I would be incentivized to drive, rather than use the bus.
10	I understand ridership is down but taking away the fast bus from Tooele county will ensure the loss of more riders. I and many others who work down town won't be able to ride the bus if it is not a fast bus. The wait time will no longer be worth the bis fare and loss of work time. I can't afford to make my commute longer. One of the reasons I chose my house in Stansbury was because of the fast bus route being close to my house and knowing the schedule worked for me. This change will no longer work for me and I would not ride the bus at all and would cancel my pass.
11	I am opposed to the recommendations to discontinue route 454 and modify route 451. Both of these routes have been highly successful from a ridership perspective. Prior to the pandemic the fast bus service (451) was almost always full when it left the last stop in Tooele County heading into SLC. This was true of all the scheduled times in the morning. It was also true of all the buses returning in the afternoon and evening. The proposed changes will adversely affect the commute of hundreds of UTA users in Tooele County by significantly increasing their travel times. I for one, will no longer be able to use the bus service to and from Tooele County if the proposed changes go into effect. I suspect that this will be the case for many others who currently use the fast bus service of route 451.

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12	To whom it may concern, I am writing to voice my concern over the proposed changes to route 451 of the Utah Transit Authority which currently serves as the "fast bus" between Tooele and downtown Salt Lake City. I ride this route regularly because of the wonderful service and convenience it provides. I catch the bus at the Benson Grist Mill in Stansbury Park and ride to the 51E North Temple stop in front of the Church Office Building for the Church of Jesus Christ of Latter-Day Saints. It takes roughly 35-40 minutes from stop to stop (about the same as if I drove myself) and delivers me right in front of my work location. I love it! The ride is quick, comfortable and convenient. With the proposed change, this ride would now include a much longer ride with many more stops and interruptions. North Temple is packed with traffic in the morning, has 18 stop lights from the airport to 51 East North Temple (based on the proposed map), and train traffic that causes interruptions along the way. This doesn't even take into account the stop for the International Center which would add 4 more lights, additional stop and go traffic, and passenger pickup/drop off locations. Add in all the stops this route will make for passengers on North Temple, and I suspect this ride will double in time from Benson Gristmill to 51E North Temple. The convenience and comfort I currently experience will be completely lost and I will have zero incentive to continue to pay for and utilize UTA. The citizens of Tooele County who use this service could suffer significantly as a result of this change. Possible problems include: 1. A lower usage of the UTA system by Tooele County residents 2. Crowded buses with no room to sit during rush hour 3. No ability to socially distance 4. More traffic on the streets as a result of people using personal vehicles to travel into Salt Lake and surrounding areas 5. Riders who do not have personal vehicles being forced to endure double the ride time they normally do (an disparate and unequal impact on the poor who don't have other options) Tooele County residents have very limited options and access to UTA – this will severely impact us more than any other group in your service area. I encourage you to reconsider this change and maintain the Tooele Fast Bus.
13	Please re-start the fast bus 354 Sandy U.
14	Please consider some direct to Alta express bus.
15	1. Prior to the 2018 changes, the route 454 averaged 20-25 passengers a single bus that started in Grantsville at 6:10 AM and left Salt Lake at 16:12. Those 2018 changes effecting the route 454 to five buses caused the ridership to fall and disperse the passengers. Although the majority of riders went from the 6:07 am to the 5:37 am bus. When Covid restrictions came in effect why were these times dismissed? 2. When the Covid Restrictions were lifted, I was told two different reasons why the 454 could not get a middle run. Those answers were because of funds and ridership. We had 10 buses in Tooele down to 7 with covid restrictions. So if it was monetary where was the funds from as the tax hike in 2018 voted in Tooele County going and not allowing an 8th bus? If it was ridership the popular times for the Grantsville Bus were not put into action and were completely ignored? 3. What is going to happen to the 454 after the Ski Service Season? If canceled. What steps are needed to save the 454.
16	Since I've been told that the input was just a formality and the change to the 451 SLOW BUS is going to happen, when will the schedule be out so I know if I need to get up 1 hour or more earlier to make it to work on time? When I've tried to check the schedule, there isn't anything available that far out.I'll need this to determine if it is still worth riding the bus if it's going to make my commute so long that the value is no longer there.

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17	Thank you for offering the opportunity to give input on the proposed changes for route 451 servicing Tooele. I have been taking public transit for 30 years, 26 of which are from Tooele and the modified 451 route proposal appears to be a pending nightmare. I can see the potential of offering an international center stop, if the 454 is discontinued, but cannot fathom the efficacy of the North Temple entry into downtown SLC. In my experience of previously riding the original but now discontinued 453 route, those using the North Temple stops were almost exclusively LOCAL riders from SLC and NOT Tooele residents; this route merely delays the arrival of those the route was intended to service to their primary location. Due to the extensive delays created by this proposed route change, I can only see this as a disservice to the rapidly increasing population of Tooele County and its riders. The overwhelming majority of riders from Tooele are headed to downtown SLC to either work in the downtown area without transfer, catch Traxx or bus transfers headed up to University of Utah or catch Traxx transfers further south. Many UU and IHC Hospital shifts begin early and it has become increasingly difficult to meet these times via public transit from Tooele County. Adding the International Center will further complicate these transfers and the North Temple entry will absolutely prevent a shift beginning before 7:00, probably closer to 7:30 Even if the North Temple entry to downtown is abandoned, I would rather catch the bus 10 minutes earlier than be yet another 20-30 minutes later for my health sciences shift. Please reconsider adjusting the route by eliminating the North Temple entry/exit and adjusting the beginning times of the "new" 451 FAST bus to Tooele. If this cannot be done, perhaps a 4:30 am bus from Tooele should be added. Thank-you!
18	I would to know why you are taking away the benches away? I think it is a mistake that Uta is doing. You are going to louse a lot of senior'S that like to wait for the bus. Especially the stop at So. Temple and K street. I would like receive a email telling me why you are doing this.
19	For the 451, 454, and F522 proposals it would be helpful to know when new on demand services will begin. How much longer would it take to ride 451 with the new proposals? In the printed schedules for 451 it would be good to have destination timepoints, so you would not have to stop if you were early. For the 640 proposal, the biggest problem is transferring at Clearfield Station. Having to plan for four different transfer scenarios would be hard at just 60 minutes frequencies. I would like to see when other parts of the five year service plans will be implemented in Layton and Clearfield to give feedback on the interconnecting system. From where I live the transfer timing has always been tricky getting from the south end of Layton towards WSU-Davis.
20	Please increase the frontrunner frequency! Very hard to rely on it when service only runs every hour.
21	Please bring back route 313
22	I'm wondering when the route 39 East Bound will be back on regular routing. This bus takes my youngest son within 2 blocks of his school.
23	For the most part I am happy with UTA. My major complaint is something that UTA has little or no control over. The closing of bus stops for construction is a major inconvenience. In some cases it can even be dangerous for pedestrians. I wish that could somehow be addressed before construction cones go up and someone starts digging. My other issue is the lack of communication between UTA and MV Transportation. A complaint about MV to UTA is not passed on and acted on. I am grateful for the service that UTA provides and the courtesy of most of the drivers. Thank you ladies and gentlemen.
24	It would be helpful to me (and other commuters) to get to work easier if: - trax ran about an hour later on weekdays to help workers with late shifts to get home late at night - trax ran every 15 minutes on weekends (or just more often than 30 mins) would be really helpful!

25	I am a full time student at Salt Lake Community College and i rely on the F522 bus route to get to and from school. Please do not discontinue this line without having an immediate replacememt.
26	About the FrontRunner schedule. As a passenger who use it everyday. I really hope that the UTA will change the train schedule back to where it was before Covid which has the 5:15 am run from Provo which really convenient for all the passengers that has to come work in Salt Lake. I would be really happy and appreciate if UTA can do that. Also, like now the 4:08pm train from Salt Lake Central Station to Provo is really overloaded with passengers. Can you please add the 3:30 pm train from Salt lake Central or North Temple? The passengers barely can find a seat especially during the Covid that still spreading around. Every day when the train came arrived to the station. It always full and when it gets to Murray Station. We have to sit at least 2-3 passengers together. And that is really make me feel not safe for the ride. I have heard other passengers complain the same thing as me. If you could please listen to over voice. Please add the train for 5:15 am from Provo-Ogden and 3:30pm train from North Temple to Provo. We all as a passenger would be really happy with your service and will love and continue using the UTA Service. Thank you so much.
27	With the proposed changes - how much longer will the 451 route be extended each day? The whole point of riding the fast bus is to not have so many extra stops including those on North Temple etc.
28	No comment on these changes. I do have a comment that I would love to take the bus/UVX to work and back every day, but it doesn't leave my stop on West Center Street in Provo until 8:46--arriving at 9:45 at the earliest, so it doesn't work. Is an 8 am departure possible? Thanks.
29	I am concerned about the added time of my commute with this change to route 451. I am a regular rider out of Tooele, and making extra stops each day will increase my stress level in accomplishing work and getting home at a reasonable time. It is limited enough trying to get back to Tooele taking the bus in each morning because there is not a regular return route during the middle of the day. So far I have really enjoyed the bus ride and timing is working out well, but this change may derail that. So, if you could address the schedule of this bus, what the added time for riding will be, and address the consistency of routes out to Tooele I would appreciate it. Thanks.
30	Extend Rt 612 up to 3500 N or beyond.
31	I would like bus service from downtown Salt Lake to SLC International on Route 451. For example, the 454 was the only way I could get to the airport the day of the earthquake in March 2020. The Trax was shut down until very late late in the afternoon and the 454 was the only public transportation running.
32	Years ago powder mountain closed at 430 necessitating the 674 to leave the mountain at 515. For many years now powder mountain has closed at 4:00 pm, the hour wait for the bus is long and I would love to return to ogden station for the 607 train. The number of times the bus arrived early at maybe 6:17 just missing the 607 but still necessitating the wait for me until the 707 train was more often than not. Scheduled to arrive at 627 and most routes are not that early but if the snow is clear and nobody is using the 674 to go to the train stop, which I never saw it used in the city, it ran early
33	is the driver shortage because of wage issues? We should address that. They have very challenging jobs.
34	My proposed service change is to include a bus route from the front runner Woods Cross station to South Davis Rec Center in the mornings. Then in the afternoons, include a bus route from South Davis Rec Center to the Woods Cross front runner station. (There is an opposite route like this - F605, but it goes the wrong way.)
35	You need to add a route that goes down California west of Bangerter. There are lots of people who would use the bus if you opened a route there. The postal service has an office near 4800 W and California.

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36	you say your facing shortages yet you wont re-hire ex drivers. i personally have had my cdl for 21 years. you are obviously not hiring quality drivers, you are looking for unskilled, entry level with no experience. meanwhile, those of us that are approaching 50 years old are discriminated against. or those that had somebody fire us 15 years ago. let me repeat FIFTEEN years ago. most of your admin haven't been in the workforce for 15years. you should really serve the public, not yourself
37	PLEASE add more service to the 205 ROUTE, every 30 minutes is not enough.
38	I don't think basing a reduction on service on lack of ridership can at all be possible until you have service every 15 mins minimum. Snd service that runs less frequently than every 15 mins is forcing the ridership to use alternative methods to get ftom point A to point B. I think you would have a goal to have as many professional people on the buses and trains as possible. When your frequency is 15 mins of less you attract only those who have no other option and then make their lives more difficult by reducing service. You have to take the financial risk to increase frequency not cut it. When you have busses and trains moving every 10 mins you will then be able to get a reliable amount of data to make informed decisions on which routes to minimize or cut. Before that you are only hurting the potential of UTA. And the live ability of Salt Lake Valley.
39	We should be increasing the amount of transportation up the canyons for ski season, not delaying the ski bus until December 12th.
40	I miss riding the 313 or 354 fast bus for my commute from Sandy to the University Hospital. When will these routes be reopened?
41	You have proposed that in December you are going to discontinue route 454 and have it absorbed by the 451 route. This is a extremely bad decision. If you discontinue the 454 route it will leave customers stranded. The extra stops that will be added to the 451 will make most of the riders including myself decrease or completely stop riding the bus. The 451 bus is the FAST bus, not the normal bus line. We are professionals who need to get to Salt Lake quickly. It takes about an hour for a normal 451 trip. If the two routes are combined, it will add to about two hours for a one way trip. Personally, I would have to catch the bus at 5 a.m. to get to work on time. If combined, this will be the end of the Tooele line!
42	I come to Utah for the winter on November 26,2021. The only way I have for getting up the mountain is the bus service. What do I do for 2 weeks? If the plan in the future is more buses is this what we will expect???
43	Why in the world would you be screwing the times on Saturday on one of the most relevant and important routes in Ogden, being the 640, and after we in ogden passed Prop 1 years ago so that this never happened the future. Also, Saturday was actually a day that I rode the 640 more given the 30 minute times were better than the weekly ones, though I ride it/use it during the week also. I can't but believe that there is a direct correlation between bus frequency and ridership here, seeing that the 612 and 603 have more riders but there's a reason that's so too, and not just that those routes service poorer areas or something, but I also believe good research on these factors is never done here nor vetted well at all.....not to mention all the too much focus on the BRT route which will in fact be worse than the 603 as far as the number stops it services, and your ridership is being killed this year simply because of all the crazy detours and wasteful extended construction projects that us riders can't even follow anymore---they've been too numerous and have screwed all us in countless ways this summer. Thusly, we all just kill our feet and ourselves walking to destinations anymore, since that FACT in itself has made the buses harder to access. Not to mention all the horrible gentrification that has made us all move around everywhere o'er the last 10 freaking years! Too much corruption in Ogden including the mayor/council with way not enough thought/planning put into the entire process here, including officials at UTA and "certain special folks" getting pork, legislative earmarks and kickbacks on too way extended construction projects!!
44	Move sign at 4100 and Hopi Dr, stop # 135183. Put route's 47 and 41 back to 15 minutes please.

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45	If I could make a suggestion, I was thinking a more frequent route between Lehi and Saratoga Springs like every 30 or 45 or 60 minutes. I know there's a route that only comes and goes in the morning and evening but an hourly or half hour route would be good. Especially for commuters people who live in Saratoga Springs and work in Lehi and vice versa or people who just want to visit the towns for a while. Also I think some routes could be added going west Center Street in Orem. Orem Boulevard going north. Would be nice to have a connection between Brigham City and Logan. Though I'm not sure Logan is in the area. Also a route going down Freedom in Provo from Cougar down to Provo Towne Center. One more thing something that could connect Herriman with the rest of Utah like an expansion of TRAX or even a route from a close by area.
46	Slight expansion on the 551.. seeing the buses only a handful of times each day isn't very promising for the winter months.. there is one stop that has both sides of the 217 stop there
47	The changes do not affect me. However, a change you made does and I was notified by email or otherwise of the change. I know ridership is down, but some of that may be because you have suspended some of their buses. I rode the 35Max to the Trax station everyday for years until COVID hit. Now things are gradually settling into the new normal. I would like to start taking the bus/trax again, however the only bus available to me is the 35. It has more stops and takes longer to get to the Trax, It adds 10-15 minutes to my already 40 minute commute in the morning and longer in the evening. When the 35MAX is brought back I will start riding again. I know that state is trying to promote clean air by asking people to take public transit, but when you take away express services that help the business people get downtown in a timely manner, that poses a problem.
48	Can you put route 54 back to every 15 minutes?
49	Please keep route 451 an express
50	It sucks the buses shouldn't are used to not ride the 640 but since I've been going back to work I have to use it more and I have to use other buses to and it's really ridiculous that the buses don't run out easily on Saturdays I would think they would cause everyone's are you think they work better 476 on Saturday 603 is OK on Saturday But I have to take three buses to get to work and a stick in an hour and a half to get to place it will take 15 minutes in the car I don't I know it's gonna take longer because I have to take a bus but that's ridiculous because I have to wait longer at the bus route they're not the times are so far apart from each other or you go from the 603 to the 640 I'm waiting 25 minutes and then I get from the 625 transfer it over to waiting for the 470 and I'm waiting another 1015 minutes or there's days where if that was the 640s late Because the 36 th st and wall there's supposed to be there the same time it's always ones laying you miss it it's really annoying and then Saturday it's even worse because most of us don't start until almost 8 o'clock in the morning at 6:03 doesn't start till after eight 625 starts at 7:40 645 after six after eight other people still have to get to work All this damn construction is a joke oh we don't care if you have to walk another block because we don't give a shit we're going to do whatever we wanna screw whatever whoever we have to to get what we want
51	Bring back the 2X route
52	I'd like to request an additional change: please expand bus route 200 to include Capitol Hill service on weekends in addition to its current weekday Capitol Hill service. Thank you.
53	First, THANK YOU for including the 6:52 a.m. service for the 472 from the Kaysville Park and Ride Lot. This works perfect for those of us on a schedule to be at the office by 7:30 a.m. Before the pandemic this bus was often standing-room only, and 80% to 90% of the passengers were employees of The Church of Jesus Christ of Latter-day Saints. Second, I would like to see you ADD one more service time for the 472 from SLC to Riverdale. Currently, there are just three options for the northbound commute: From N Temple and State St: 3:40 p.m., 4:10 p.m., and 5:10 p.m. This is a problem for many of us who are employees at The Church of Jesus Christ of Latter-day Saints because we get off work at 4:30 p.m. We would be so grateful if you would add the 4:38 p.m. run back into the schedule. I believe that if you did so, you would get a much larger ridership in both the mornings and the evenings.

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54	I am providing input regarding the proposed merger of 454 to 451 service. In looking at drive times for 454 it appears that the 451 add-on route will result in approximately 25-35 additional minutes to the commute to and from Salt Lake and Tooele. The added on time will result in 451 riders not using the service in the future as an additional hour of commuting is unacceptable. Please leave 451 alone.
55	I'm opposed to the change in the 451 bus. Adding the extra areas and stops, will, in my estimation now make it over 1 hour to get to downtown SLC. I feel that having the express bus encourages people to ride the bus but when you add another 30 minutes to the ride, many will stop using the service all together. I accepted a job in SLC based on my ability to get to work in a reasonable time riding the UTA 451 bus. Coming home already adds 45 minutes to my time away from home but this will now make it well over a hour. I see diminishing return on using the bus. In the morning it means that I will now have to leave a hour earlier thus requiring me to get up that much earlier to get to work on time. I'm opposed to the change of the 451 bus route from express to "Well, we'll still get you there eventually" route.
56	I would still like to see earlier & more trips into & out of SLC. The old 453 schedule with the first bus at like 5am was great. I have to be at work by 6am & it worked great.
57	Good job on the changes in Tooele county! I have been worried about losing stops in the International center. Also the transfer between the 451 and 454 at Bensen Grist mill has been a pain and the stop times for the 454 has been awful. I think this change will also save you a lot of money as well. Well done!!!!!!!
58	Keep the 451 as a fast bus directly to downtown. It sounds like you are trying to get less riders out here! Most people go directly to Downtown. This will extend the time, especially going to the International Center. Bad idea!
59	I urge you to reconsider your proposed changes to the 451. I live in Tooele and work downtown (temporarily working from home due to covid). Taking the 451, with it's stops at the 2 park and rides in Tooele is about 20 minutes longer than if I drive - not optional but I do it to save money and to do my part for the environment. Your proposed changes will add 30 minutes (each way) to people going down town. I struggle with the existing 20 minutes extra each way. There is no way I (or just about anybody else working down town) will be willing to add an extra hour (30 minutes each way) to your commute. If you go ahead with the proposed change it will be only a matter of time (a year or two) before you discontinue all bus service from Tooele to downtown.
60	On the train each morning, train 5, I hear comments from passengers. One of the comments I hear quite often is, Why does F.R. Skip the 5 pm departure time? They have to rush or leave work early to catch the 4:30 pm, or they have to hang around for 1/2 hours to catch the 5:30 pm train. Half hour service starts at 3:30 and then skips the 5:00 pm time and returns to the half hour at 5:30. Thanks
61	Makes 240 go back to where it was instead of every hour make it 30 minutes on Saturdays again it was nicer that way and this is coming from somebody who takes UTA to work sometimes when it's really snowy outside
62	These specific changes do not directly affect me, but I would like to make a couple of suggestions. 1. Please continue to provide route 3's connection from Frontrunner to Research Park in the mornings, and from Research Park to North Temple in the afternoons. I depend on these connections for my commute now that 473 doesn't really mesh well with the Frontrunner schedule anymore. 2. With the new connection in Layton of Gordon Avenue to Hwy 89, will more bus routes be making connections with Gordon Avenue? My son commutes to Weber State U. on the bus, but he needs a ride to the nearest PNR. It would be wonderful if he could hop on a bus on Gordon Avenue in Layton and get to the PNR,whereupon a 455 could take him the rest of the way.

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	Keep up the good work! Our family depends on UTA.
63	I'm a 15-year 451 express bus rider and don't want to add more time to my already very long commute. What is driving this change? If it is low ridership, you probably know it's due to COVID and the fact that many people who ride the 451 express buses are still working from home because their employers have not given the green light to come back to their places of business. I believe most employers will require that all employees be back fulltime within the next few months, so hang on, you don't need to make these changes. Given that premise, why are changes being made for a temporary imbalance of riders? The 451 express buses have had excellent ridership during "normal" times, i.e. pre-COVID. Adding additional stops to 451 will add additional time in what is already a long commute to downtown SLC. Many riders will stop taking the bus because of the longer route that appears to add an additional 15 to 20 minutes to get to downtown. There are not published times for the proposed route, can that be published so that we know more clearly what the time impact is? As you hopefully know, the freeway and highway going out of and coming into Tooele county is a tragic mess because of the thousands who have moved from SL Valley to Tooele Valley over the past 3 years. Lengthening the travel time will deter people from riding the bus and will further add to the traffic problems by putting more cars on the road, more pollution in the air and wasting more precious time of Tooele county commuters. Please reconsider keeping the express routes for 451 the same or at least keeping a few of the high traffic 451 riding times, i.e. 7am and 7:30am at the current routes, not adding additional stops. Please email me the proposed 451 route times so that I can decide if I'm going to continue my bus riding or not. Thanks!
64	I dont really have any comments as long as the front runner will still run from provo to ogden making stops in between and stop at the North temple Bridge then I am good also if they Trax will stop going on the way to the airport at north temple and stop at 1940 w north temple and then from 1940 w north temple back to north temple bridge then that will meet my satisfaction.
65	PLEASE DO NOT eliminate local service to Lake Point JCT (Saddleback bus stop). This is an area with a growing population! Some years ago UTA considered eliminating this stop. Local citizens organized to SAVE that service, and UTA listened! This group is now dormant. It can be REVIVED, depending on UTA's pending decision. There are also a number of businesses in the area & some workers depend on that bus stop. Thank you for your attention in this matter! NOTE: UTA moved that bus stop; did not eliminate it.
66	One thing I think would be worth doing would be to extend the service times of the 451 for both its trips into Tooele and into Salt Lake City so that passengers are able to go between the 2 locations both in the morning and there evening. I know for me, having only until 3:40 PM to get back to my home in Lake Point from Tooele severely hinders my ability to work, as I work in Tooele. And it would be nice to be able to go into Salt Lake and return home from it without fear of missing the leat bus at 5:18 PM.
67	The route 604. 4:12 p.m. to Roy at the Roy station. Needs to be moved to 4:16 p.m. to ensure the driver can pick up the passengers from the train that arrives at 4:15 p.m. to Provo to take them into Roy along 3500 West. It's starting to get cold and do not want to be walking in the bad weather over a mile home because the bus leaves at 4:12 and our train doesn't show up until 4:15. It's been very inconvenient these last few months since you changed it.
68	Route 640: It's hard to say. Are the destinations along 640 popular? If so, I would keep the route at every 30 minutes; otherwise, every 60 minutes is fine. Route 454: I would say do not discontinue. Instead, have 454's east end much sooner, at a 451 transfer point. If people in Grantsville want to get all the way to Salt Lake City, they can transfer at 451. But I wouldn't want them to have fewer options to head out of Grantsville. Route 451: I would be in favor of it taking over the long-distance portion of 454's service, and connecting it to 1940 W. North Temple. Route F522: I disagree; I think it should remain there, for now. I see why people wouldn't want it there, given its proximity to I-215, and the idea of UTA On Demand being more flexible. However, current Google Play reviews of the UTA On

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	Demand app are very negative, and I'm not sure people would want that experience. Keeping the F522 route might be a better option for now.
69	This isn't a comment on already proposed changes, but more a comment on service. I am short, and so I have had several buses pass right by me at a designated bus stop simply because a car was parked right in front of it so they couldn't see me. Would it be possible to make stops like that â€œno parkingâ€ spots? Thank you!
70	I wish ski bus service would start earlier than Dec. 10! That's going to be 3-4 weeks after the season starts!
71	Can you please add a new bus route that goes along. south distribution drive, W Ninigret Drive, Gladiola St, S 3230 W. It would be appreciated I work in that area. Thank you.
72	Please do not change the 451 route. I take this Fast Bus daily. Thanks.
73	Changes to the 451 and 454 bus will result in a loss of ridership. The users of the 451 bus are predominantly would be vehicle commuters that use the fast bus because it is fast... By reducing the efficiency for these riders they will, myself included, go back to driving into Salt lake City instead putting greater pressure on the I-80 corridor during rush hour. Slowing the proposed bus route down even further. Many of my "more experienced" coworkers stopped taking the Tooele bus line due to standing room only condition and the near hour it took to go just from Benson's Mills to state street. Since the fast bus was implimented many of them have starting looking at public transportation as a viable option again. Bottom line if this change goes through the 451 bus will no longer be able effective or viable transportation option for this community.
74	I think offering 454 on a more regular basis besides twice a day would be highly beneficial

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75	Hello, I will not be able to attend the October 20th Virtual Public Hearing, as I leave my workplace in Salt Lake's International Center at 6PM to catch the Route 551 bus. I exit the bus to catch the Traxx Green Line at 1940 W. N. Temple. I exit Traxx at N. Temple Bridge to catch the 7:02PM Frontrunner, north to Ogden Station. My arrival at Ogden Station is approx. 8PM. My car ride home to Pleasant View is approx. 15 minutes. If the Route 551 bus is not running on time, I miss the 7:02PM Frontrunner and need to wait on the platform for the 8:02 Frontrunner. I work 4, 10.5 hr days, so use UTA W-F and commute in my car on Saturdays. Although I carry my phone with me at all times, I only have a Wifi connection while on the Frontrunner, which may or may not allow access to a Zoom meeting. Because of this, I will relay my comments and concerns via this portal. As you read through this, please keep in mind that I have complained to UTA numerous times in 2021, concerning Bus Route 551. My many complaints were due to a multitude of driver and schedule inconsistencies. In my complaints, I voiced that I represented a group of riders (some with 1 or 2 transfers), who use Route 551 to commute to and from the International Center and surrounding businesses for work. Some of these businesses have both day and night shifts, to include Amazon. I was told that the issues with Route 551 would be addressed for the next change day-Nov. I do not see Route 551 listed. Route 551 has had major issues and complaints this year. I was told that it is an undesirable route, so regular seasoned drivers don't want to bid on it. That because of this, it is covered in part by Extra Board drivers. I'm told and have witnessed that the scheduled times are not efficient, therefore the drivers need to exceed the speed limits to try and stay on schedule. I've been told numerous times that my complaints have been filed. I was told that for the month of September Route 551 was 86% on time, which I find hard to believe due to the constant high speeds and tracking/app times often demonstrating otherwise. Again, I do not see Route 551 addressed in the proposed changes. I do see a proposal for Route 451 to include the International Center, as well as including service to Tooele. I see the Route change map proposal for Route 451 changes, but I don't see any time schedule changes. Please consider the issues for Route 551 when proposing and making changes for Nov./Dec. 2021: Will the riders from the International Center be able to make their connections to and from work without constant delays, due to driver and/or route time inconsistencies? Will the riders from the International Center and surrounding businesses, be left to wait for UTA transportation and transfers in inclement weather for twenty minutes or more? Will the riders from the International Center be exposed to dangerous public transportation commutes due to inexperience or new to route drivers and/or drivers trying to meet an unrealistic time schedule in inclement weather? Keep in mind I address the issues of Route 551 from the International Center rider perspective, because that's where my experience lies. I may be the rider who a takes the time to communicate, which believe me is time consuming and takes its toll on me, but I am only one of a much larger group of frustrated riders. If you are in doubt, check the complaints filed. Covid has taken a toll on all of us, but we will be fired if we don't show up on time or don't give it are all while at work.

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76	Your proposed changes to Routes 451/454 may be in the best interest of UTA, but they are definitely NOT in the best interest of your riders. In addition, your method of informing riders is ineffective and even misleading. Route 451 is a fast commuter bus between Tooele Valley and downtown Salt Lake City. Route 454 is not a fast commuter bus but a regular bus route. You say you are discontinuing Route 454 and changing route 451. In fact you are discontinuing the fast commuter route, diminishing the regular route, and switching the numbers. How much time and how many stops are being added to the new Route 451? If the time increase is more than 10-15 minutes, the bus is no longer an attractive commuting option for me. I do not ride the 454 because it does not meet my fast commuter needs. I will not ride the 451 if it does not meet my fast commuting needs. If your fast commuter route is not financially viable, be honest and say so. I can understand that. Just don't tweak the regular route and put your fast commuter route number on it. As for your communications and notices, they are inadequate. I think I may have noticed a little paper in one of the buses (not all of them) but it was posted too high and in too small a font to be legible for a seated passenger. Pausing to read a notice like that while boarding and debarking is frowned upon. I don't know if the paper I saw referred to this change or not. If my wife had not seen this change mentioned in a Facebook post, I would have been caught totally by surprise by the change. Please tell me how much time will be added to the new Route 451, and then I will decide whether or not to cancel my EcoPass. Thank you.
77	Will the 313 and 354 fast buses be returning to Sandy/UofU routes anytime soon now that employees have returned to campus? Or can we get better service to the Sandy TRAX stations?
78	What is the expected time from on end yo the other of this new route? I take the 451 bus daily to and from Salt Lake and the changes proposed, from what I can tell, would increase the time of the entire route. Personally I would prefer more busses running on the 451 and have increased coverage throughout the day than a change to the route that would extend the time of the commute
79	I take the 451 every day to work in salt lake. My only concern is that the new route will add significant time to my commute. Assuming it doesn't double my commute time, I don't have a problem with the new route.
80	Please do not eliminate route 454 or combine it into 451. The commute on the 451 to/from Tooele to/from Salt Lake is already long, adding the additional routes will make the commute LONGER. The F453 currently goes to 1940 W. North Temple, why not merge the 454 into the F453?? There have already been too many changes to the routes from/to Tooele. Continuing changes, and longer commute time will only discourage people from taking public transportation. If this change does occur I will likely no longer take the bus either since it will take much longer to get home or to work. If this does occur than more time options need to be added to make up for the inconvenience. Such as add additional trips to and from starting at 7:30 am; 8:00 am; 8:30 am 9:00 am; 6:30 pm; 7:00 pm; 7:30 pm; 8:00 pm, etc.

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81	If you feel the need to decrease service on any bus route, then that route wasn't implemented correctly. You are doing a study for mire transit options in Utah and Tooele counties, yet you are cutting a route to Grantsville, and aren't increasing service at all in Utah County. Grantsville and Tooele should be seeing all day service directly from Downtown Salt Lake City. You are also looking at extending FrontRunner to Payson, yet have failed to provide Santaquin with adequate all day bus service. Rather than decrease service on some key routes, you should be looking at what those underperforming routes could be serving, but don't. The F453 doesn't continue into downtown Salt Lake, nor does it go all the way into Tooele, which makes it inconvenient, and hard to use. The 630 could serve the Pleasant View station, since no other bus does, and it could also pick up business from Washington Boulevard, rather than going down Wall Avenue. Other routes have similar issues of not following seemingly obvious routes. I come from Brigham City, and know of several issues up there. The F638 doesn't run early or late enough to be useful, and since neither Brigham City route uses the old Park'n Ride lot at 200 S 800 W, it is hard for actual commuters to use the service. An actual express bus from Brigham City, from that lot to the Ogden Transit Center would be welcome for many people. The 630 could also take up the old 616 route through Pleasant View, and gain even more ridership, especially during peak hours. The 472 could be extended to the Ogden Intermodal center, and further assist commuters by giving faster access to Downtown Salt Lake than the current 473 can provide. The 640 is long enough to warrant splitting into two separate routes, or even serving as an express bus from Clearfield to the Ogden WSU campus. It would also be worth looking into a route that serves Redwood Road from West Jordan City Center TRAX down into Saratoga Springs and Eagle Mountain, then over into Lehi as an all-day service. The 455 should also run on weekends, as it serves many areas that don't see weekend service otherwise. You should also consider running UVX, 630, 821, and 831 on Sundays. Once again, these routes serve areas that otherwise don't see busses on Sundays. Living in Provo right now, it is already very difficult to get around on Sunday due to the lack of service. Many people in Box Elder County would also love to see Sunday Service to get around. Many people that I have met down here in Provo have said that they would love a Sunday service to Payson to visit family. You should also look at bringing back the 811, but extending that up to Salt Lake Central, and maybe down to Provo Central, 7 days a week, to make it easier to visit Salt Lake from Provo, or vice versa, easier on weekends. I shouldn't have to endure a three hour torture ride just to visit friends in Salt Lake on Sunday. All in all, you guys need to look at refining your routes instead of cutting service. Many changes could be made that would be welcome to the people that use your service.
82	Hi yeah, don't change the 454 and 451 in Tooele. Leave them. If anything, add a bus that goes to Salt Lake at around 7 or 8ish am (for people who don't want to drive) comes back after 3 hours repeat two more times then returns about 5 or 6ish pm. There are probably a lot of people who would do that. I have wanted to do that so I don't have to drive.
83	This in regards to the changes for routes 454/451. I ride the 451 bus on a regular basis, usually 2-3 times per week. I used to ride the 451 5 times a week, but changes to the route over the years have made it less convenient than it used to be. If this change goes through, I anticipate that I will ride only 1 time per week at most. The main reason for this is that the changes will add at least 20 minutes each way to the commute time, and I would rather pay for the gas to drive in than lose another 40 minutes of time each day. I personally feel that a better solution would be to leave 451 as it is now. Based on comments I heard on the bus from other riders I believe that these changes will lower ridership even further.
84	The Tooele, Grantsville buses suck already. You want to cancel the 454 instead of making it better. People would have to drive to the Benson Mill just to get to SLC. Make the buses out here in Tooele/Grantsville better not destroying what little transportation that you give us.
85	Explain to me the point of transfer stations if none of the buses wait for each other for people to transfer buses. Everyday I miss the bus at transfer station cause buses don't wait for each other. So what is the point of transfer stations.

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86	In regards to the F522 shuttle, I and several other people I work with do require that shuttle to go to and from work daily. Another concern lies in the fact that a few of them have disabilities and may not be able to understand the new system put in place. Another major concern lies in the On Demand app itself. Namely the fact that at the time of writing this, has 1.8 out of 5 stars on the Google Play store. I trust I do not need to explain why that is a concern, but the criticisms about the app make me even more worried about losing the F522 than I did before. Namely, causing me to be late for work every day and getting fired from my job. I very much hope someone is taking those 1 stars into consideration along with my concerns. I was initially all for the new system, but now I am filled with worry about this. Please do not remove the F522 shuttle.
87	Moving the bus stops is so ridiculous. I don't see how this is going to help. How you expect the Handicap people to get on and the buses especially when some of the new stops aren't that great for getting off the bus. I can see myself getting on a bus when I have a cart with painting supplies from a art class I go to on Tuesday night and especially when it is dark outside.
88	I have held a premium UTA pass for nearly twenty years. I have so appreciate the convenience of the service and the opportunity to not have to drive to SLC each day. I believe the proposed changes will almost certainly cause me to discontinue as a UTA customer. I fully understand that your usage rates are probably hurting in a big way, but I believe this is a short-sided decision that will ultimately alienate one of the fastest growing counties in the state.
89	The changes to the 451 are bad for anyone that needs to make it downtown. These changes will make a bus ride that is already 40-50 mins over an hour. For a bus to travel all the way up North Temple during rush hour traffic will be a nightmare for riders who are getting on in downtown. For those that would be getting on near 600 South, I imagine that they may be on the bus for 90 mins to get into Tooele. Go ahead and serve the International Center but leave the bus exiting on 600 South. Those that need to get down North Temple can utilize Trax. Has there been a study done on how many people from Tooele Valley get off on North Temple? I bet most riders are going to downtown, let them be the priority with a faster ride.
90	Please do not change the 451 for Tooele, This would make my husband have to go to work 1/2 hour earlier to then take 1/2 hour AT LEAST longer to get to work on time. This is ridiculous. There are so many people who ride this 451 Express Bus because it is an express. If you need to add the International Center then there needs to be a different option for those, maybe not offered as often. Please keep the 451 the same for the Tooele people who ride the bus every single day.
91	Please do not merge 454 with 451. Have the 454 people join the 451 route. The unpopularity of 454 should not punish the 451 riders. If anything, that will improve the success of 451. You are hurting the most popular route. (451) Another option, Keep both routes, but only have one bus for 454 so they can keep their schedule as well. You are making commute times much longer by adding a second route. I may consider dropping my bus pass if this ends up happening.
92	The proposed changes to 451 would render it useless for my commuting purposes. Currently my commute is an hour each way because I have to transfer to another bus, but if the route changes to include stops along north temple I am worried it will add another hour or more to my daily commute time which is already longer than I would like. The changes would make it unlikely that I could feasibly use the bus (especially given the already limited service of 451 in the morning and evening, assuming that stays the same) and I would have to drive. I recently moved to Tooele county because of how easy and convenient the commute to salt lake would be with the 451 fast bus, but if it is slowed down I will have to be another commuter driving a car with one person in it, clogging up the highways and contributing to the winter smog. I am just not going to spend 3 or more hours a day on a bus, it is not worth my time.

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93	Route 451 - extending the service to the international center defeats the purpose of a fast bus. This will recreate a longer commute to and from Tooele/ Stansbury. If you move forward you will be forcing most riders to choose to drive and defeat the purpose of the option of a bus in Tooele County. Please reconsider this change. I am sure the pandemic has hit hard, but once we come out of it numbers should increase again. Thank you. Kimberly
94	Modifying the 451 route to go to the International center, the airport, and taking North Temple to State Street will add 30 minutes for 451 riders. I take the 451 daily and connect with either the Red Line, or the 473 bus to take me to Primary Children's Hospital. Prior to Covid I would sometimes choose to take the 454 into Salt Lake because the 451 got to be too crowded, to the point that people had to ride standing at times. It was nice to have more space, but this added at least a 30 minutes to my commute so it was less than ideal. Making this longer route the only option for 451 riders (which there are many more of compared to 454 riders) would surely decrease the amount of riders using UTA to commute to and back from Salt Lake. I am not sure if it personally would be worth it to me except maybe on snowy days. I can drive to work in 40 minutes. After this change it would take me at least 1.5 hours to get to work between the modified 451 route and my connection to get to Primary Children's. Please consider other options, like for example, reducing the frequency of 451 buses going out. I have at times taken the earlier buses to get to work earlier and there are not many people taking those. Or maybe discontinuing the 7:30 451, which has only been running for a short time. I am happy to talk over the phone if it would be helpful.
95	I think you could consider extending bus service up the ski canyons to include mid day service. I also think express busses will entice more people to ride the bus as it will shorten the bus time, especially for the folks going all the way up the canyons (Alta and Brighton). Unfortunately, most of the time, especially during "rush hour", the bus is full before it picks up on Wasach Blvd. (swamp lot). This is a great discouragement for bus riding. The bus might be very useful this year as Alta and Snowbird are both requiring parking reservations this year on weekends.
96	Hi,my comments for ski buses for little cotton canyon are as follows . (UTA should consider express bus service) Add some alta only and snowbird only bus service during the busy times...Example,Its hard to get on the bus at snowbird waiting to go down the canyon after the bus has picked up riders from alta.Some times the (bus is full) . Express buses up or down the canyon would also make it a shorter trip.Alta up only could reduce travel time by 20 to 25 min.Snowbird down only would save bus drivers driving time also. Some people who may not use the service now might use the buses because the Travel time would be shortened. Would this make it possible to provide more frequent service if each route was shortened? Parking limitations at the ski areas should cause more people to consider the ski bus, especially if the services are enhanced(more frequent and or... faster service by having express bus service) The ski areas are causing such congestion with so much more traffic that it would help with more funding from them so we could get more frequent buses to go up and down the canyons. Thank You.
97	The 454 bus route is very important!! Many people depend on this route to get to the airport! Also, some cannot get up to the other bus stops in Stansbury!! Keep the 454 route!!!!!!!! Please!!!!!!!!!
98	Pertaining to the 451 route, with the proposed additional stops, I don't see taking the bus will be a viable option for me. The current fast bus route takes me approximately 35 minutes. It will not be convenient to take additional time to get to my same destination (300 S and Stare St). If the new route adds too much bus time, I will not continue to use the bus service.
99	The proposed changes to Route 451 are a huge step backward for bus service between Tooele County and Downtown Salt Lake City. I feel like you are abandoning the Fast Bus/Express Bus program for Tooele County entirely. This proposed change will impact me more negatively than any change that has been implemented since I first started riding the bus to Salt Lake City every day over 7 years ago. I figure the proposed changes will add at least 30 minutes to my round-trip commute. I understand that you can't justify running near empty buses. I'm just frustrated with the situation. These buses were mostly full before the pandemic. Where did everyone go?! Couldn't you run smaller Express/Fast buses instead? The changes will be detrimental to both my family life and my work life. I just wish the Fast Bus program for Tooele County could continue.

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100	The customer would like to give his feedback about two of the proposed changes for this upcoming change day. Getting rid of route 454 is not a good idea at all because it pretty much completely isolates people in the Grantsville area. If UTA is going to get rid of that route, they should replace it with something else. The F522 also should not be discontinued at all either because some people might use it to get to one of the SLCC campuses in the west. If any college students use that route to get to school there walk from the bus stop will go from less than 10 minutes to almost a half hour. The customer does not use either of these routes but has been thinking about them a lot
101	The caller would like to offer feedback that the proposed discontinuation of route F522 will cause him major issues and a walk time of about an hour trying to get to the SLCC West Pointe campus from Redwood Road.
102	The customer would like to leave some feedback about the proposed changes to route 451 for this upcoming change day. Basically, he is not a fan at all. The customer lives in Grantsville and works for the church and commutes 3 times a week. He has been taking the bus from Grantsville to SLC for about the last 16 years and has a lot of experience with the bus. The proposed changes to the 451 will add a significant enough amount of time that it will no longer be worth it for the customer to ride. Overall the changes will change his desire to use UTA, but several other people he knows who are in the same situation. These people have the choice to drive or to ride the bus, and they choose to ride the bus, but the minute it stops being advantageous they will stop riding the bus. If anyone is interested he has several ideas on how to improve the service in a way that will benefit everyone; riders and UTA.
103	The customer is requesting that we keep the F522. F522 is set to discontinued.
104	The customer would like to leave feedback on the proposed changes to route 640. The 640 services are such a large area, and there are so many people that rely on it that reducing its frequency on the weekends will have a negative impact on many people.
105	The customer called to submit a request for the December 2021 change day. The customer states it would be nice to have the route 54, returned to 15 minutes intervals for service.
106	Your current changes to the Tooele and Grantsville routes throw my schedule off completely. The changes over the last few years put me at work later and later. I will be not able to use your service any longer. Thanks.
107	Customer feels that the Tooele buses need to run later to head back into Tooele. There are people who need to get back to Tooele later in the day and would need the bus. It would be nice to have a trip closer to 19:00 or even later if possible.
108	The customer is concerned with the propsed changes for Rt 451 to Downtown an unhappy. The caller states all the folks that use this Rt 451 are professionals/ business people and it will be an extreme inconvenience with the new proposed changes. It will take longer to get into work and arrive home later. The ridership will definitely drop off and will be go back to their cars. They want it to be like the Rt 454 & 453 which makes are trip longer. They could add a few more stops but no major change.
109	The customer is calling to say that he is not a fan of the proposed changes to the 454 and 451 buses for the upcoming change day. He says that if the change to the 451 goes through that he, and several other people he knows, will probably choose to drive instead of taking the bus. If UTA wants to reduce pollution and service communities like Tooele, then this change is pretty much going in the complete opposite direction.

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110	Please don't make a change. What we have now is ideal. That downtown stops are optimal because we can transfer to Trax and other buses easily to continue to our final destinations. Not all of us work in downtown Salt Lake. I know some people that need to transfer to bus 200, TRAX, etc to go to different destinations. Also, I believe that there are fewer people that use bus 454 than 451 routes. Before the pandemic 451 was always full and 454 was not even close. Many of us still work from home, but some or many of us will eventually come back to office at least a few times a week when everything is getting back to normal. A lot of us work in downtown (around the state street, University Hospital, and Primary Children's Hospital. We already have had very limited public transportation options with no TRAX and Train. Now, you will take away to only option we can go to SLC with reasonable time. With the proposed change, our commute time will increase dramatically and it is not going to visible to ride the bus anymore. The response that I received said the commute time would increase 5-8 minutes, it is completely false. Lastly, perhaps reducing the frequency is a better option than eliminating entirety of the fast bus. To conclude, WE are all encouraged to drive LESS and to take public transportation. However, with this proposed change, we WILL drive MORE to SLC. It is NOT helping and making our air quality WORSE.
111	I ride the 451 from Stansbury to 50 North Temple each weekday. This takes about an hour each direction. If I drive it on my own it takes about 30-35 minutes. So it is already almost double the time, but the added time is worth the value. However, modifying the 451 to go through the airport and on North temple will add a significant amount of time I would estimate 25 minutes. Adding almost a half an hour increases the opportunity cost too much for me. Adding approximately 45-50 more minutes each direction, each day, is too much and I will have to drive myself. I know of many other riders that also ride to 50 north temple and their feelings are similar. I also know a handful of passengers who ride the 451 to catch other downtown buses to go to the U of U hospital by the U of U campus. They already have an 80 or more minute commute. Adding an additional 25 minutes would greatly impact their already very long commute. Please DO NOT alter the 451 route. I know of others who ride to 50 north temple from other locations around the valley and they have buses and trains that run every 15 minutes. The 451 is already very limited in its options and available times (only one direct route and only every 30 minutes). Can another route be pushed to every 20 minutes without disturbing where the other route goes so we can maintain our route? We have very limited options from Tooele already, please don't change route 451.
112	Changes are tough, but I agree with them. Best thing for the resources you have. Unfortunate for Grantsville riders, but changes to 451 are the best for everyone. Not going to add that much time and will be a good thing.
113	Don’t make the 451 slower and inconvenient. You will loose the riders you do have.
114	I would like to recommend that bus route 200 increase service to circulate Capitol Hill on weekends in addition to its current weekday Capitol service. Thank you.
115	Would love to hear how the proposed bus changes to the international center affect the schedule. Often the bus arrived at odd hours and didn't link well with the Trax schedule. Will the change be to accommodate more times for those working and commuting out to the international center? Is there a spot to see more details about the changes?
116	I want to hear about Ride time increase, frequency of route, and impact on schedule for this change to route 451. As a regular rider I am concerned. appreciate shortage of staff, concern about travel times, enjoy taking bus from Tooele, I hope that as ridership increases routes could be added again

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Appendix 5 – Response to Feedback on Major Changes

Route 451 / 454 consolidation

- Consolidating the 451 and 454 allows UTA to optimize resources including labor, to preserve more productive services throughout the service area and focus on creating an interconnected network of services between the Tooele Valley and Salt Lake Valley.
- Additionally, the consolidation of the 454 and 451 makes it so that the service provided to Tooele County is in line with what is warranted based on propensity and performance.
- Based on public input, 451 routing will be adjusted to start and end at Courthouse Station.

Route 451 Travel Time impacts

- Much of the opposing feedback to the proposal was focused around the increased travel time added to 451 by having it deviate into the international center and serve along North Temple. As per the schedule developed by UTA operations planning after real-time testing by the team, the added travel time will be 2 to 10 minutes depending on the direction and time of travel.
- UTA will be monitoring the travel times and ridership to evaluate if any adjustments are needed in the future.

Route 454 Discontinuation

- UTA will discontinue service due to the lack of ridership on the segment between Grantsville and Benson Grist Mill. 454 riders will be able to access a similar ride to SLC beginning at the Benson Grist Mill Park & Ride.

Route F522 Discontinuation

- UTA will discontinue the F522 because it will be replaced by UTA On-Demand service.
- UTA would like to help with the transition to this new service. Find out more about UTA On Demand at rideuta.com/OnDemand or call us at 801-RIDE-UTA.

Route 640 Headway Reductions

- UTA will be reducing the frequency on the route 640 on Saturdays from 30 Min headways to 60 min headways because of the low ridership and optimizing resources.

Alternative Options:

- Find out more about Vanpool services if your commute will be impacted by any of these changes. https://www.rideuta.com/Services/Vanpool

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Low-Income Reduced Fares FAREPAY Card Engagement Report

Community Engagement Team

November 1, 2021

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Introduction

In summer 2021, the UTA Fares team announced that people who federally qualify as low-income also qualify for a new pilot Reduced Fares FAREPAY card, which provides a 50% discount on all UTA services. A person who qualifies as low-income can complete an online application on the UTA website, receive and begin using their card within a few days. This program was previously available to youth, seniors, and persons with a disability. The low-income requirement allows a greater portion of our community to ride at this discounted rate.

The Community Engagement Team worked in tandem with the Fares team to gather feedback from the community and pass users about the program functionality and effectiveness. Several outreach initiatives were undertaken from August – October 2021. Various communities, service organizations, and individuals were consulted about their experiences with the pass. The methods used and data collected are outlined in the report below.

Included in this report:

1. Recommendations based on community input received.
2. A summary of the engagement and outreach work done, including on-system events, phone interviews/meetings, and discussion groups.
3. Detailed public feedback received about various aspects of the Low-Income Reduced Fares FAPEPAY card.
4. A follow-up timeline, which includes suggestions of how the Fares and Community Engagement Teams can work together to report back to the public on feedback received and changes made. This accountability will allow us to build greater trust with our riders and encourage more people to apply for and use the Reduced Fares FAREPAY Card.

While several suggestions for improvement will be made based on feedback received, it should also be noted that many people and organizations had positive feedback about the program. They were happy with the fast turnaround in receiving their passes, the relative ease of the application process, and how this pass can ease the burden on our most underserved community members. We also received positive feedback about the kindness and helpfulness of UTA staff as they helped walk people through the program and issue their passes. As we work together to learn how to better serve these communities, it is important to remember the good work that has already been done by the Fares Team in creating and implementing this pass program.

Based on the feedback we gathered, our key recommendations include:

- Reducing language barriers.
- Revisiting the photo requirement.
- Simplifying document requirements.
- Including “How to Ride” information with the card.
- Collaborating with community organizations to qualify individuals for the card.
- Including a paper application option.
- Expanding the acceptable types of identification.
- Continuing with the change to the address verification requirement.
- Expanding the options to reload the card.

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- Examining price options.
- Increasing internal awareness about the card.

This document includes an explanation of each recommendation, a summary of the engagement work completed, and attachments with complete feedback from each engagement activity.

Overview of Feedback Received and Recommendations

The engagement process provided consistent themes on program components that are working well, those that could be improved, and additional suggestions to improve each cardholder's experience. These recurring themes in the feedback provide a vision on how to increase ridership and equity, decrease barriers, and make the experience less bureaucratic and more accessible for all. These themes, along with a brief explanation of each and recommendations, are included below.

Language Barriers

At the start of the pilot, most of the Reduced Fares FAREPAY Card information was solely available in English, except for available Google Translate on the webpage. Flyers and website documents were translated into Spanish early in the pilot program. These are now available upon request and distributed at community events.

More Spanish accessibility was requested by individuals and community partners. This includes a fully translated Spanish application form available on the website, rather than relying on Google Translate. The Spanish-speaking population in the UTA service area represents 4.2% of the population, and members of this community are much more likely to ride and apply for services if the information is available in language.

Spanish is not the only language in which materials are needed. There is a large population of refugees in the UTA service area and many qualify for the Reduced Fare FARPEAY Card. They speak a variety of languages, including Somali, Arabic, Swahili, and Congolese. Refugee service providers expressed concern about digital access and digital anxiety with their clients, especially when information is not available in their native languages. Having the Reduced Fares information available in these languages would make it much easier for non-English speakers to apply for the pass and learn how to integrate public transportation into their lives.

Recommendations:

- Translate the application into Spanish and have it available on the website.
- Translate the website documents and flyers into Somali, Arabic, Swahili, Congolese, Vietnamese, and Navajo. Have these digital files available to print and distribute upon request.

Photo Requirement

The need for a photo on each Reduced Fares FAREPAY card was also an access barrier among potential users. The photo requirement presents challenges for several reasons:

- It requires an individual to have access to a camera and the ability to upload a photo onto their device.

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- It requires an individual to have the time and means to travel to a UTA Customer Service location to have their photo taken.
- It delays the process of individuals being able to access the discount for which they qualify.
- It appeared to be a reason why people didn't complete the online application – several dropped off at the photo requirement.
- It could potentially cause difficulty in the ability for partnering organizations to automatically qualify individuals for the pass (more on this theme below.)
- The need for a photo can dissuade people, particularly those who are undocumented, from applying.

Additionally, photos are not required on all UTA passes. ECO passes and FAREPAY cards don't hold a photo requirement, for example. Both passes offer discounted fare on UTA, like the Reduced Fares FAREPAY card. While photos on the Reduced Fares FAREPAY card are required as a measure to prevent fraud, the inconsistent implementation of photos on UTA passes implies an inequitable assumption that low-income groups may attempt to defraud our system more than compared to other users. This assumption is harmful to the communities we serve and is ultimately preventing people who qualify for the card from receiving it and riding our system. Eliminating the photo requirement would ultimately increase equity in opportunity among our riders and community members. The need for a photo on a pass should be a consistent requirement across the board – either all riders need a photo on their pass or none of them do.

Recommendations:

- Remove the photo requirement from the Reduced Fares FAREPAY card application.
- Alternatively, UTA could assess a photo requirement for all passes.

Document Requirement and Uploads

The requirement to upload documents onto the online Reduced Fares application was a barrier for several people. This could be for one of several reasons:

- The website was malfunctioning.
- The individual doesn't have a device or sufficient internet connection to upload the documents on their own.
- The documents required were difficult to find or obtain, including 60 days of paystubs, previous year W-2s, or previous year tax returns.

The ability to qualify for the card based on participation in a DWS program or inclusion in the HMIS database was extremely helpful. However, community organization representatives and a few individuals expressed concern that for those who don't already participate in those programs, the required documents may be difficult to provide.

A person who may have difficulty providing these documents could be in one of the following situations, based on people we spoke with and "typical situations" of community partners' clients:

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- They work odd jobs and don't receive a paystub.
- They are undocumented and unable to file taxes, receive a paystub, or apply to participate in government-funded programs.
- They work a job where 60 days of paystubs is difficult to obtain, such as a barista, waiter, or other service-industry professions.
- They are unable to apply for any government assistance or similar services without the help of a case manager because of lack of internet access, paperwork, or identifying documents.
- They recently moved here from a different country and are unable to obtain the needed documentation.
- They do have access to previous year taxes or W-2, but because of their limited device access, it takes them much longer than usual to receive that documentation.

Everyone's situation is unique and difficult in ways that others' may not be, and we recognize that it is impossible to address every situation when attempting to help people to qualify for the program. However, we do believe that there are actions we could take to help mitigate some of these common difficulties.

Recommendations:

- Provide a paper application at Customer Service locations or partnering community organizations for people without computer, phone, or internet access.
- In the place of paystubs or taxes, allow letters from previous employers who can verify a person's identity, how much they were paid working for them, and their understanding of the individual's financial situation.
- In the case of undocumented individuals, allow either another community organization, an employer, a landlord, or another entity to verify their identity.
- Require less than 60 days of paystubs.
- Provide the option to speak directly with our Fares team if they have extenuating or difficult circumstances that do not fit into the program requirements. This will give people more flexibility to qualify on a case-by-case basis.
- Re-assess application requirements to ensure they are precedented and necessary. Provide transparency around purpose of requirements for applicants.

How to Ride Information

In both discussion groups and conversations with community organizations, a theme arose that many people receiving the Reduced Fares FAREPAY card are either somewhat or totally unfamiliar with the UTA system.

This is a common problem in both maintaining and attracting new riders. However, there are things we can easily do to provide basic information to our new riders who are excited to utilize their pass.

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Recommendations:

- Include a basic "How to Ride UTA" packet with the card when it is mailed or picked up. Work with Travel Training to develop this. Include basic information about how to use their Reduced Fares FAREPAY card.
- Have a link to the "How to Ride" YouTube videos included on the Reduced Fares page.

Collaboration with Community Organizations

While working with partnering community organizations, it became clear that in many cases, employees and caseworkers are well-equipped to help clients apply for the pass, particularly when individuals face barriers to applying. Additionally, many organizations work with people who qualify as low-income, including housing, refugee, immigration, and homelessness services. They know for certain that the people they work with technically qualify for this program, but many of these individuals are unable to apply on their own. This prevents them from accessing the pass and discount for which they would otherwise qualify.

In the best-case scenario, an organization could verify the identity and income status of an individual they work with to automatically qualify them for the pass. This automatic approval through a community partner would allow UTA to forgo individual applications and reach many people who qualify for the pass but are unable to apply for it. With this alternative verification, we would be empowering organizations to provide better services for their clients and giving more people the option to ride. This idea has appeared a few times during the engagement process and is something that we will soon be exploring with a few partnering agencies, including Housing Connect.

Recommendations:

- Develop a program where organizations can apply to automatically qualify the people they work with for the Low-Income Reduced Fares FAREPAY Card.

Paper Application Option

Most of the people we spoke with during the engagement process had few to no problems with the online application, but by nature of the Zoom meeting discussion groups, we know that these people are among those who have adequate internet access, digital confidence, and device capability. They can access the internet with relative ease, which naturally made the online application easier to access.

However, many people who qualify as low-income do not have the same level of device or internet capability as those who attended our discussion groups. To navigate and communicate with bureaucratic systems, they are usually supported through case workers and organizational representatives. We spoke with these representatives at length during the engagement process, and several indicated that a paper application could be helpful for their clients due to limited internet access and the digital divide.

Paper applications could be available at Customer Service locations or through partnering organizations.

Recommendations:

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- Create a paper application in English, Spanish, and languages recommended by refugee service agencies.
- Provide these applications at Customer Service locations and partnering organizations.

Types of ID Accepted

There was confusion over the types of identification accepted when applying for the pass. While working with the Fares team, we learned that several types of ID are accepted when people apply for the card. There were suggestions from partnering organizations for even more types of IDs to be accepted. This list will allow a greater diversity of people to receive the Reduced Fares FAREPAY card and discount, including people who don't have access to more traditional types of identification. This may include people who are undocumented, newly relocated from a different country, are experiencing homelessness, or are not old enough to have a driver's license.

Additionally, we learned in this process that the UTA Fares team does accept expired driver's licenses. This is an important practice to continue and standardize, as there are real barriers to having a current driver's license in many cases. A person who is experiencing homelessness, is without a permanent address, or has had their license revoked will have greater difficulty obtaining a current driver's license. This barrier prevents people from accessing employment and other services, which can keep them in the cycle of poverty[1]. It's important that our riders understand that their expired driver's license will not keep them from accessing the Reduced Fares discount on the UTA system.

Recommendations:

- Accept more types of identification, including passports, employee IDs, access cards, Mexican Consulate IDs, IDs from other country's consulates, HMIS IDs, or bills.
- Continue to accept expired driver's licenses.
- Clearly communicate which types of ID are accepted on the website.

Address Verification

The requirement for address verification was difficult for several community members who applied for the pass. The requirement to upload a utility bill if a person's address doesn't match the application was difficult for many who are in a temporary housing situation or do not have a traditional housing situation. This was feedback we received from multiple people during the engagement process.

The Fares Team has already taken this feedback into consideration and removed the address verification requirement for the card. They will now accept the address provided on the application. If the card comes back in the mail, they will email the customer asking them to pick up their card at Customer Service.

Recommendations:

- Continue with the process of not requiring address verification.

[1] https://www.theatlantic.com/business/archive/2016/06/no-drivers-license-no-job/486653/

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Reloading the Card

Several people we spoke with during the engagement process expressed confusion over how to reload the FAREPAY card or were hesitant to make payments online due to previous bad experiences. Many would prefer to pay by tapping the card rather than cash but are either unsure or wary of doing so.

This hesitation or confusion could be remedied by increased education over how to reload a card and allowing people to reload their cards at TVMs at FrontRunner or TRAX stations.

Recommendations:

- Include basic information on how to load your Reduced Fares FAREPAY card in the welcome packet along with the "How to Ride" information.
- Allow people to reload their cards at TVMs throughout the system.

Price

Most people we spoke with were very happy with the 50% discount on the UTA system. One woman said it doubled her transportation budget, so she was able to travel twice as much. The consensus is that this program is helping people in tremendous ways. The discount is not insignificant.

However, there are still people who qualify for this pass who would struggle to pay even the 50% fare. Some organizational representatives voiced the concern that this program would not work for their clients, as they don't have the funds to pay even the discounted rate. Even people who can pay for the pass and were satisfied with their experience said they would like to see it more heavily discounted.

Recommendations:

- Increase the low-income discount to 75% rather than 50%, in line with the Human Service Pass Program.
- Explore a sliding scale model or zero-fare for low-income riders.

Internal Awareness

There was concern expressed that some bus operators were not aware of the Reduced Fares FAREPAY card option and denied rides to card holders. One discussion group participant said that this has happened to him at least three times.

While it is frustrating when operators don't understand fare types, they can also be assets in distributing information about fares to their riders. At the on-system event in West Valley, we spoke with a few bus operators stopped by the table. They agreed to distribute information about the program on their bus and each took several flyers in both English and Spanish.

While many people heard about the pass via a Customer Service agent, there has also been a few reports of Customer Service agents being unaware of the details of the program. One discussion group participant replayed that she was on the phone for 45 minutes with one Customer Service agent with questions about the pass before she got disconnected. When she called back, she was able to get her questions answered with another agent in less than ten minutes. She was frustrated that the agents didn't share the same understanding of the information about the pass.

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Recommendations:

- Distribute a reminder memo about the Reduced Fares FAREPAY card.
- Increase the internal awareness of this fare type by providing in-person direct communication for operators.
    - *Example:* Host open houses at bus garages to share information about this program and others.

Engagement Efforts

On-System Events

Four on-system events were held in September. Each Wednesday, the Community Engagement and Fares team visited a different station in the system to give out information, give people the opportunity to apply for the pass on a tablet with support, or answer any questions people had about the pass. Stations and time frames were selected based on factors of ridership, geographic equity, and prevalence of low-income community members living in the vicinity.

At each event, we distributed information about the Low-Income Reduced Fares FAREPAY card in both English and Spanish. Most people had not heard about the option, and we walked several people through the process of how to apply for the pass. We also had the option available for people to apply online while at the event. As a result, we discovered a few bugs in the process, which were subsequently addressed by the UTA IT Department.

- Wednesday, September 8
    - Central Pointe Station
    - 7:00 a.m. – 9:00 a.m.
    - ~50 people spoken too
    - ~50 flyers total distributed in both English and Spanish
    - 1 person attempted to apply for the pass at the booth and was unable to do so
    - Notes: This location is a good place to reach people from a diversity of backgrounds, income-levels and languages.

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- Wednesday, September 15
  - Provo FrontRunner Station
  - 4:00 – 6:00 p.m.
  - ~20 people spoken too
  - ~50 flyers distributed total in English and Spanish
  - 2 people successfully applied for the pass
  - Notes: Provo FrontRunner Station is busy, but most people riding have a pass either from their university or workplace. We couldn't speak with many people for whom this pass would be a good option.
- Wednesday, September 22
  - West Valley Central Station
  - 7:00 a.m. – 9:00 a.m.
  - ~50 people spoken too
  - ~50-60 flyers distributed total in English and Spanish
  - Nobody attempted to apply for the pass
  - Notes: We spoke with several people who were interested in the pass and indicated that they would be able to apply online on their own. We also spoke with a few bus operators who agreed to pass out information on their bus.

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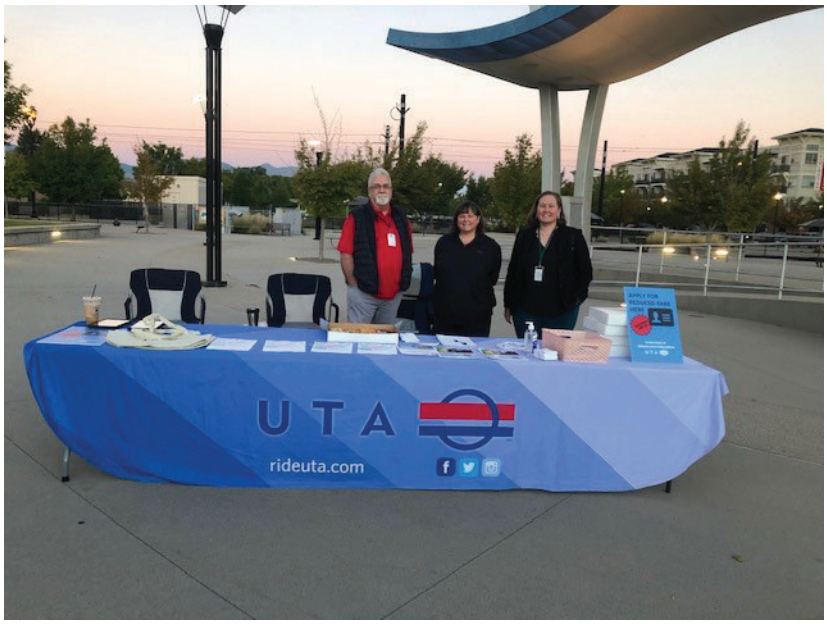

- Wednesday, September 29
  - Ogden FrontRunner Station
  - 4:00 p.m. – 6:00 p.m.
  - ~20 people spoken too
  - ~50 flyers distributed total in English and Spanish
  - Nobody attempted to apply for the pass
  - Notes: Two people knew about the program and told us they were going to go home and apply.

Survey - Incomplete Applications

Of all the applicants for the Low-Income Reduced Fares, 61 people did not complete the application. To understand the barriers they faced in completing the application, we sent out a survey to the respondents. Each person to respond to the survey had the opportunity to win a $50 VISA gift card.

10 people completed the survey. They responded to the following questions:

1. What was difficult about the application process for the pass?
   a. Please explain your choices.
2. What would have made the application process easier?
3. What changes to the application process would you suggest?
4. Which of the following requirements made it difficult to apply, if any?
   a. Please explain your choices
5. What circumstances made it difficult to apply, if any?
   a. Please explain your choices
6. How did you learn about the Low-Income Reduced Fare FAREPAY Card?
7. What are the best ways for you to receive information about future UTA programs?
8. Is there anything else you'd like to share with us about your experience applying for the UTA Low-Income Reduced Fares FAREPAY Card?

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A summary to these questions and answers can be found in Attachment #1 below.

Discussion Groups

The Community Engagement Team hosted two discussion groups with members comprised of people who applied for and received their Reduced Fares FAREPAY card, people who were unable to complete their application, and people from organizations who helped distribute the information to their clients. The invitation to participate in the discussion groups was sent to 178 people. 31 people responded with their date, time, and language preferences. Each were invited to participate in one of two discussion groups, scheduled according to the survey responses. The invitation to participate was sent in both English and Spanish, and the survey was also available in both languages.

Each discussion group participant received a $20 VISA or Amazon gift card, either virtually or mailed to their home.

One member of the Community Engagement Team facilitated each discussion group and asked the following questions:

1. What was difficult about the application process?
2. What changes could be made to the application process?
3. What specific questions or requirements made it difficult for you to apply?
4. What would have made the process easier?
5. What low-income requirements made it difficult for you to apply?
6. What requirement changes would you like to see made?
7. What would make it easier for you to access this pass?
8. What circumstances in your life made it difficult to apply for and obtain this pass?
9. How did you find out about this pass?
10. For future UTA initiatives, what are good ways for you to receive information?
11. Is social media effective for you, and are there other ways you prefer to get your information?

A summary to these questions and answers can be found in Attachment #2 below.

Personal Interviews

Of the 31 people who applied to participate in the UTA Discussion Groups, two indicated they were unable to make it to the proposed times. They instead participated in a one-on-one conversation with a representative from the Community Engagement Team. They were asked the same questions as the Discussion Group members in these personal interviews. Their detailed responses can be found in Attachment #3 below.

Meetings with Community Partners

In addition to speaking with individuals about their experiences applying for the Reduced Fares FAREPAY Card, members of the Community Engagement Team also met with twelve community partners to speak to them about their experiences helping their clients apply for the pass, any barriers they experienced or can foresee, and ways that UTA can make the application process and the pass itself more equitable and accessible for people who qualify as low-income. A few of these meetings were simply information sharing, but several organizations had suggestions for improvement. The suggestions we received are included below, along with the organizations who made the requests.

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- Family Support Services
    - Their clients here already provide low-income documentation, so they should be set up to receive the pass automatically.
    - Their clients struggle with digital barriers. They mostly have government-issued cell phones, which have limitations in accessibility.
    - The organization has computer labs set up and caseworkers who can walk their clients through the application process.
- First Step House
    - They are Human Services partners and see the Reduced Fares FAREPAY card as a good supplement to that program.
    - Many of their clients either haven't worked in the past year or don't have access to the documents required for proof of income. This presents a barrier for many of their clients.
    - They would like it to be easy to replace the cards after they are lost and see information included about that as people receive their cards.
- Boys and Girls Club
    - They would like to see the online application available in English and Spanish.
    - It's difficult for immigrant families to apply due to language barriers.
- Comunidades Unidas
    - They also had the suggestion to make the online application available in English and Spanish.
    - Digital access is difficult for their communities.
- Women of the World
    - Their clients experience digital anxiety. It has less to do with accessibility issues and more to do with the difficult of applying for services online due to language and cultural barriers. A paper application would be preferable for many of their clients.
    - They serve refugee women who would benefit from having materials available in several languages. He specifically mentioned Somali, Arabic, Swahili, and Congolese.
- Asian Association of Utah
    - We need a process in place for undocumented works who don't have access to the required documentation.
    - Their clients face digital barriers as well, but the biggest barrier is that of documentation.
    - They suggested that UTA develop a system where another agency can automatically qualify someone they are working with for the Reduced Fares card.
- Rescue Salt Lake
    - The expressed that without caseworkers, it would be nearly impossible for their clients to apply on their own.
    - Most of the clients have access to a smart phone, but it would be difficult to apply for the program on their phones due to digital accessibility.
- Utah Division of Multicultural Affairs
    - They suggested having a link to the Reduced Fares page on other pages of our website so that it is easier to find.

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    - They suggested accepting different types of IDs for the identification requirement. They specifically mentioned passports, employee IDs, access, cards, Mexican Consulate Ids, or bills. This would specifically be helpful to immigrants and undocumented persons.
    - They also suggested having a paper option to make it more accessible.
    - They expressed concern over the photo option. Photos make it more difficult for the undocumented community to ride due to anxiety over being tracked.
- Multicultural Counseling Center
    - They suggested that UTA create a Spanish version of the application on the website.
    - They would like to see a part of the application that allows a parent to apply based on their child's Medicaid status. Many parents are undocumented, which means their children qualify for programs while they do not. If we could base their qualification on a child's eligibility for government programs, that would open it up for more people to apply.
    - They also asked that we send out reminder texts or emails when an individual's renewal date is approaching.
- The Roadhome
    - They would like to see expired IDs accepted, as well as HMIS IDs, which they offer to their clients.
    - All their clients use the HMIS database.
- Utah Refugee Center
    - Their refugee clients struggle with language barriers in accessing this and other programs.
    - They expressed that this discount may still be too expensive for their clients. They need free transit options
    - Applying online is difficult for their clients. They would like to have UTA representatives come in the future and help people apply.
- Internal Partners
    - Make getting a FAREPAY card an automatic part of the DWS application process

Emails to Community Partners

The Community Engagement Team initially contacted community partners through email with information about the pass and an invitation to connect virtually and discuss the details. Emails were sent to 85 community organization in the UTA service area, including:

- 4th Street Clinic
- AUCH Community Health Centers
- Bountiful Community Food Pantry
- Boys & Girls Club of Greater Salt Lake
- Catholic Community Services
- Center for Independent Living Ability First Utah
- ChamberWest Chamber of Commerce
- Columbus Serves
- Community Action Program
- Comunidades Unidas
- Crossroads Urban Center
- DHS
- Division of Child and Family Services
- Downtown Alliance
- DSD
- DWS & HMIS

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- Family Support Services - Taylorsville
- First Step House
- Food Sense and Snap-Ed
- Guadalupe School
- Halfway House
- Haven Helps
- Headstart Program
- Health Access Project
- Holy Cross Ministries
- Homeless Housing Assistance Center - YCC Family Crisis Center
- Housing Authority of Salt Lake
- International Rescue Committee
- Latino Behavioral Health
- Maliheh Free Clinic
- Maliheh Free Clinic
- Mckay Dee Hospital
- Midvale Community Building Community
- Midvalley Clinic
- Multicultural Counseling Center
- National Alliance on Mental Illness (NAMI)
- Nonprofit Legal Services
- Odyssey House
- Odyssey House
- OgdenCAN
- Refugee & Immigrant Center
- Refugee Education and Training Center
- Rescue Mission of SLC
- Sacred Health Clinic
- Salt Lake County Aging and Adult Services
- Salt Lake County Health Department Asthma Program
- Salt Lake Donated Dental Services Clinic
- South Valley Services
- SSVF Outreach
- State Refugee Office
- Synergy Family Services
- The Other Side Village
- The Road Home
- UDOH Oral Health Program
- United Way Utah County
- United Way,211
- University of Utah Health
- UT Courts
- Utah Asthma Program
- Utah Coalition Against Sexual Assault
- Utah Community Action
- Utah Department of Health - Living Well Program
- Utah Department of Health - Violence & Injury Prevention
- Utah Dispute Resolution
- Utah Division of Multicultural Affairs
- Utah Domestic Violence Coalition
- Utah Food Bank
- Utah Food Bank Mobile Truck
- Utah Food Pantries
- Utah Health and Human Rights
- Utah Hope Clinic
- Utah Legal Services
- Utah Non-Profit Housing Corporation
- Utah Refugee Center
- Utahns Against Hunger
- Utah's One Roadmap
- Valley Behavioral Health
- Ventanilla de Salud at the Mexican Consulate
- VOAUT
- Wasatch Behavioral Health
- Way to Quit / Dejelo Ya
- Women of the World
- YWCA

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Follow-Up & Timeline

The Low-Income Reduced Fare FAREPAY Card Program will go before the UTA Board of Trustees in December 2021. Pending Board approval, the program will become permanent at UTA in 2022. Once this program moves beyond pilot phase, there will be need for the UTA Fares and Community Engagement Teams to report back to the public with our findings and what we have done to be responsive in making needed and appropriate changes that create an even better product for the community. All changes to the program should be implemented with the goal of increasing equity and access, reflecting public feedback, and giving a greater number of people the opportunity to qualify for the pass and ride our system, in turn increasing ridership and revenue.

After the program is made permanent, we will need to continue the feedback loop. Updates and report-backs on the data gathered and changes made will be sent to community organizations, discussion group participants, and other card holders. This will be done through a link to the report online, infographics, and individual emails to discussion group participants. The option to report back about the program on social media is available, as well.

As we complete this feedback loop, we will likely receive more suggestions from the public on how we can further improve the program. As possible, the Fares and Community Engagement Teams can continue to implement needed and appropriate changes to the program. Any additional changes will help us as we continue with our goals to increase ridership and equity on transit.

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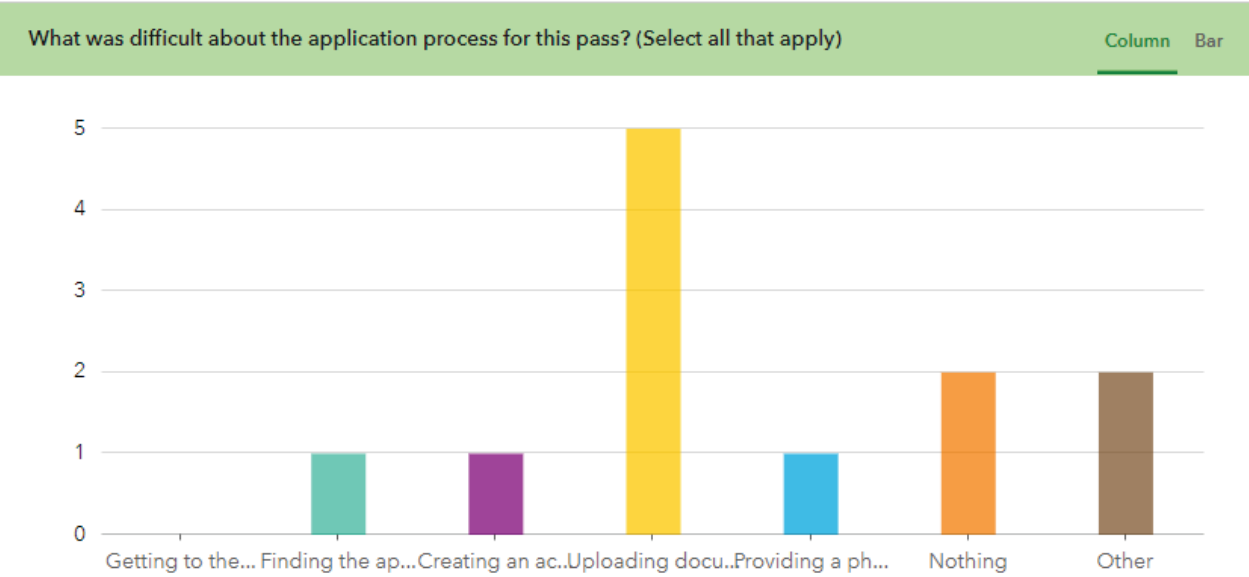
Attachment #1 – Incomplete Application Results

The following are the responses to each question of the survey:

1. What was difficult about the application process for this pass?
    a. Uploading documents (5 selected)
    b. Nothing (2 selected)
    c. Finding the application landing page (1 selected)
    d. Creating an account (1 selected)
    e. Providing a photo (1 selected)



2. In the space provided, please explain your choice(s).
    a. Unclear information
    b. I tried 4 times to upload my driver's license. It freezes up and won't let you finish the application.
    c. I always have a difficult time using my printer/scanner. I've never been to any of the places the sell the FareCards and it seems odd to pay to take the bus to a place I've never been and never will go again to then go home and pay more money so I can ride the bus next time with a card.

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d. I'm low income. I get SSI. That means I am disabled. I cannot pay out a huge sum of money to get a monthly pass—even at half price it's too much money to fork over when I might not travel every day to make the sacrifice worth it. I'm from the Atlanta Georgia area. The transit system has a program for handicapped individuals to get a reloadable card where the they can put in a much lower amount of money for people like me to get around. Two years ago reduced fare was $.95. Houston has a similar system, except disabled fare is $.65. More affordable. Both programs require a physical visit to the transit systems headquarters to bring in a Social Security benefits letter. The smart chip in the cards have been programmed to get the discounted fares. Here it's ridiculous. Your program needs to change for low income people because if others have assets like mine then it's way too expensive. Fix this.

e. I completed my application and submitted all necessary documents all on the same day and even followed up with a phone call to see what happened with it as I never got any response back and still haven't. The lady I spoke to took my info and said she's call me back and I still haven't heard anything. As of now it would almost be pointless to have it because we will only be living in Murray for one more month and needed it months ago when I applied.

f. It would not let me upload any documents

3. What would have made the application process easier?

   a. Take picture with phone directly on site

   b. Provide clear information

   c. Not Sure

   d. It was working correctly. It was very frustrating as it kept freezing up

   e. If it actually got process and we got the pass

   f. I'm not worried about the application process. I object to the whole system.

   g. Being able to upload.

   h. Allowing me to purchase a FareRide Card on the website and just having me enter my EBT Card of Medicaid Card numbers.

4. What changes to the application process would you suggest?

   a. Letting me just purchase the pass at the transit station like the rest of the world.

   b. Make it cheaper—the fares. Make it where fares can be put on a reloadable card and added one at a time or a group.

   c. I don't understand why you are saying my application was incomplete and if it truly was why was I contacted via email or phone to get what you claim was still needed. Don't waste people's time if you can't even offer these passes. Families are struggling

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and this was just more depression on my part than my husbands cancer has been alone.

a. Being able to make the process alot easier

b. Maybe have the entire application be electronic rather than a paper form sent out after applying online.

5. Which of the following requirements made it difficult to apply, if any?

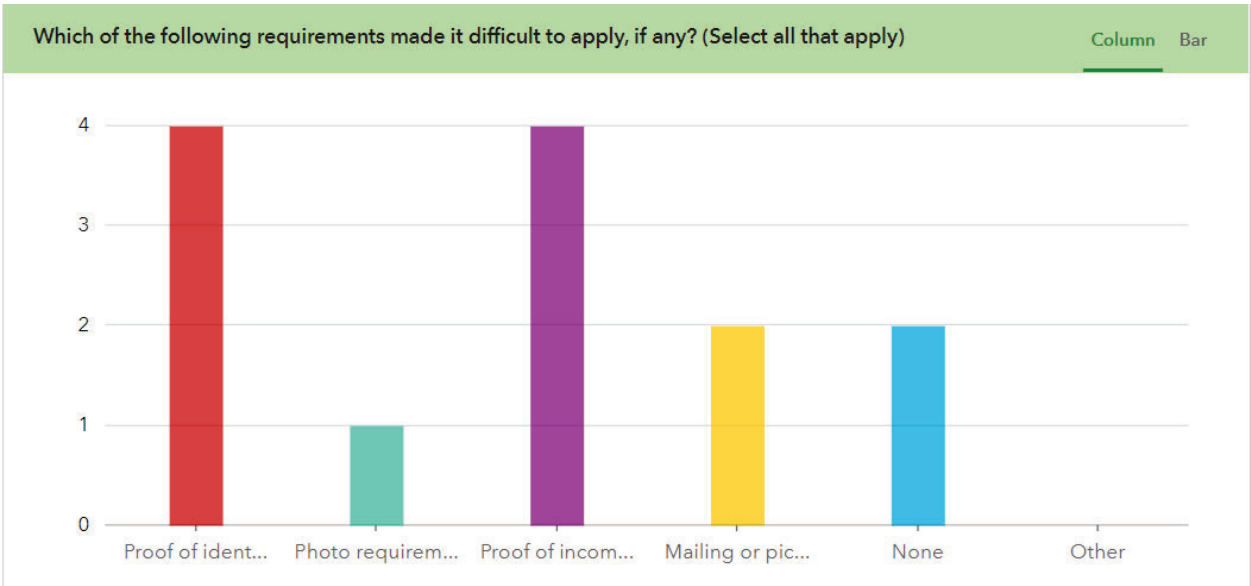
a. Proof of identification (4 selected)

b. Proof of income (60 days of paystubs, previous year W-2, previous year taxes) (4 selected)

c. Mailing or picking up your card (2 selected)

d. None (2 selected)

e. Photo requirement (1 selected)



6. In the space provided, please explain your choice(s).

a. Why does it seem like you're asking me the same question every time? Just see my answers above!

b. Bad system all together.

c. I submitted a full and complete application with my lease agreement, drivers license and everything and never got a single response even after I personally made a follow

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up phone call and was told I would get a call back to tell me why I haven't heard anything. It was a complete joke and waste of my time.

d. I haven't filed my taxes or have paystubs

e. I have been actively seeking work but have a difficult time due to criminal background. I have no proof of income.

7. What circumstances made it difficult to apply, if any?

a. Required documents (4 selected)

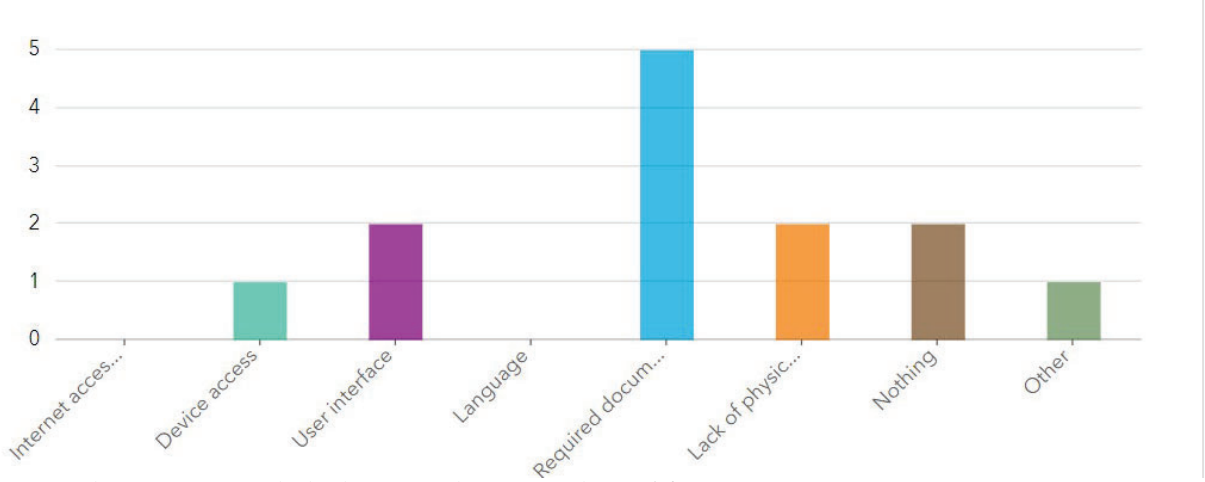
b. User interface (2 selected)

c. Nothing (2 selected)

d. Device access (1 selected)

e. Lack of physical address to have the pass mailed (2 selected)

f. Other (1 selected)



8. In the space provided, please explain your choice(s)

a. You guys suck.

b. Every time I have to use my printer/scanner, I have to set it up from scratch.

c. Bad system.

d. I have been going to the shelters but there has been no bed space. So I have to get the pass mailed to my parents.

9. How did you learn about the Low-Income Reduced Fare FAREPAY Card?

a. Email (3 selected)

b. Other (3 selected)

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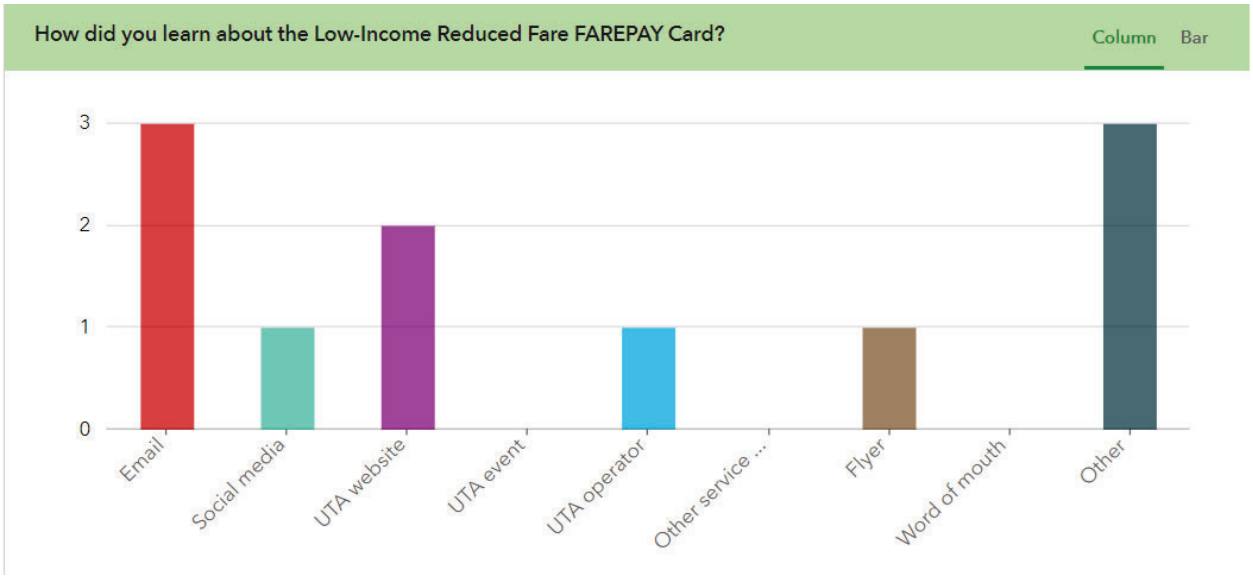
c. Social media (1 selected)

d. UTA website (2 selected)

e. Flyer (1 selected)

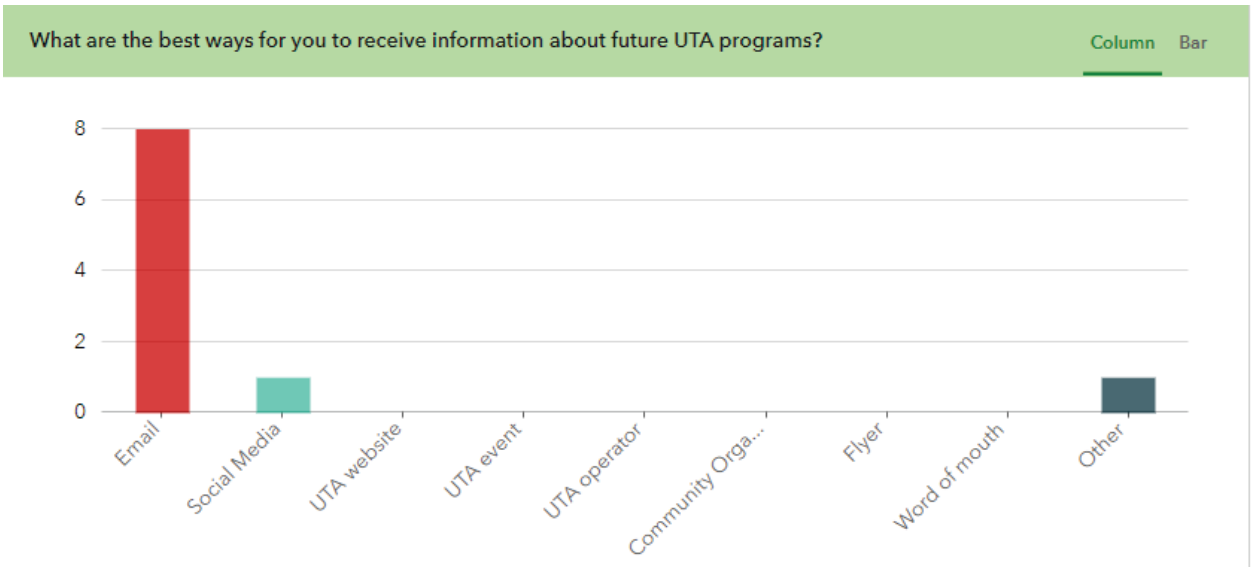


10. What are the best ways for you to receive information about future UTA programs?

a. Email (9 selected)

b. Social media (1 selected)

c. Other (1 selected)



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11. Is there anything else you'd like to share with us about your experience applying for the UTA Low-Income Reduced Fares FAREPAY Card?

    a. If you want more people to ride the bus how come the process to obtain a pass is so difficult and why are there so few routes and stops?

    b. Bad system all together.

    c. It was a complete joke and waste of my time and research to figure out all of the application process for no end benefit especially.

    d. Thank you for the opportunity. It's not easy asking for help but UTA makes it easier.

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Attachment #2 – Discussion Groups Overview

- Discussion Group #1
    - Tuesday, October 12, 2021
    - 6:00 p.m. – 7:00 p.m.
    - Facilitator: Samantha Aramburu
    - Participants (initials):
        - SB – South Jordan, uses UTA to go to school.
        - MS – Living in Sandy, been riding the bus and enjoying it.
        - KJ – Lives in Provo and travels to Lehi for work. Has one vehicle in the family, so she uses transit to get to work.
        - KS – Moved to Salt Lake City recently, in AmeriCorps Vista.
    - Application Process – Your Experience
        - MS – went to downtown Customer Service location to get his picture taken and to add funds to his card. It was easy for him.
        - KJ– able to do everything online easily.
        - SB – Applied online and it was easy and straightforward. She was very impressed with the quick approval process and delivery of the card.
    - Website Feedback
        - KS– some of the places where there is info on the website is not all connected or easy to navigate. She specifically mentioned fields and subject fields. Easier navigation on the website would be needed. SNAP was really difficult to apply for, and comparatively, applying for this pass was very easy because she was able to use ID from a different state.
        - KJ – she knew exactly what she would need before she applied, and she was grateful it was listed so clearly on the website. It helped her prepare well beforehand.
    - Getting cards mailed
        - MS – it would have been nice to receive a UTA/FAREPAY 101 with the mailed card. He would have like to know that he needed to tap on and off in the case of an overcharge.
        - KJ – has used the FAREPAY card before, so she knew to tap on and off. The card came quicker than she expected. She would like to have an itemized report of each transaction. Question – can you dispute a charge?

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        - KS – is having a hard time with the card because she doesn't know how to upload the money to buy the unlimited card. She was on the phone for 45 minutes with a Customer Service specialist who didn't know how to answer her questions. She then got disconnected, called back, and the other representative was able to help her quickly.
    - How did you hear about the pass?
        - MS – UTA website. Is there no discount for military members?
        - KS – DWS website
        - KJ – social media (she follows UTA on Facebook)
    - What are other ways you like to acquire information?
        - Social media, emails
        - Welcome email with videos
        - Explain the reloadable option or show picture to pay with cash.
    - Other feedback for UTA?
        - MS – more cold-weather stops. It's harder to take advantage of UTA during the colder part of the year. He rides the 220 and it only has covered waiting downtown.
        - KS – it was frustrating to be on the phone for 45 minutes and then call back and get the right info in ten minutes. She's not totally clear on how to ride the system, as she is new to Utah. Suggested a follow-up email with attachments to know how to ride.
        - KJ – uses the Transit app and this helps a lot. Include transit app information for each bus stop.
- Discussion Group #2
    - Tuesday, October 26, 2021
    - 6:00 p.m. – 7:00 p.m.
    - Facilitator: Cristobal Villegas
    - Participants (initials):
        - TM
        - CB
        - MT
        - JW

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- AR
- BA

- Application Process – Your Experience
  - AR – The application process was basic and straightforward. He knew beforehand that he would qualify, so he had no problem signing up. He takes the UTA buses every other day, and everything has been working perfectly.
  - TM – It took some time for her to collect and find all of her information. It also was difficult for her to take a picture of herself and get that uploaded, due to some technology issues. Otherwise, no issues with the application process.
  - BA- Application process was straightforward. He had to go back and fort between Customer Service and home to finally get his card. The process itself wasn't difficult, but he just wasn't aware of the process.
  - JW – She had some difficulty while trying to apply. When trying to log in to the account she had created, she kept getting an error message. She eventually had to reapply, and a few weeks later tried to go back into her account and it was working. Other than that, the application was straightforward.
  - CB – He found nothing difficult about the application process. The language was straightforward, he knew what documents he needed to provide, they were simple to upload and he had no problem waiting for approval. He doesn't remember any complications with the verification code, either.
  - MT – He has a Google Voice number, which is a proxy phone. It takes a lot longer to request verification from the IRS with his phone number. He's still waiting for them to send him a snail-mail verification code so that he can request documents to then provide to UTA for the low-income pass. He doesn't have a formal paystub that he's able to provide, but he could potentially provide evidence of other types of payments/odd jobs that he's done. He could also provide a letter from a past employer.
- Low-Income Requirements – Documents
  - BA – He got a letter from another program that helped him apply since he didn't have other documents.
  - TM – She has had trouble with address verification. She's living with her sister on a semi-permanent basis and is having her mail directed towards her parents' home in Idaho. It would have been easy for her if she could have submitted a note from her sister confirming her living situation and verifying her address that way.
  - AR– the main thing he used was the Medicaid verification. It was an easy way for him to verify his income status.

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- Other Suggested Changes:
  - BA – a single verification code would be sufficient. DWS can help with any documents needed.
- Paper Application:
  - BA – For those who don't have a cell phone, a paper application should be an option as well.
  - JW – She didn't have any trouble with the online application, but paper application should be accessible or those people who don't have a phone or a computer.
- Proof of Income:
  - BA – Verified that DWS can provide documents stating that you don't have paystubs.
  - JW – It was pretty easy for her to find her paystubs online, but in a lot of her previous work experience, it would have been difficult to find 60 days of paystubs. 30 days of paystubs rather than 60 would be more doable.
- Communications:
  - TM – She found the information on the UTA website. She doesn't have a lot of experience with UTA outside of FrontRunner. That is one issue she's had with the pass. It feels like the information she has received comes with the assumption that she's very familiar with UTA, when she's actually a new rider. More basic rider information would be helpful for her.
  - BA – He went to Customer Service and an employee there recommended it to him. He has had trouble with a few operators who weren't aware of what the pass was and have denied him entry to the bus.
  - AR – he heard about it through email. He was a regular FAREPAY user previously so he's on that email list.
  - MT – There's an app that he tried to download that informed him about the pass.
  - JW – She found out about the pass through an email from a coworker. A lot of her coworkers require government assistance because they are paid so little. The works closely with the Refugee Services Department, as well, so she heard about it through them.
  - CB – He saw other people using similar passes and found information that way.
  - MT – He called our Customer Service Department to commend an operator, and the agent he was speaking with told him about the Reduced Fares FAREPAY card.

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- Experience using the card:
  - TM – She keeps losing the card and hasn't been able to use it a lot.
  - AR – He has had a good experience
  - BA – Besides the few operators who have denied him transport due to their lack of understanding about the pass, he has had no problems using it.
  - JW – She hasn't used her card yet. She can't find the order confirmation number, and she has to put the last four digits of her card and the confirmation.
  - CB – It's been easy, breezy!

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Attachment #3 – One-on-One Discussions

- CS
    - For her, the application was easy. She couldn't upload a photo, so she had to go to the Ogden Transit Center to get the photo taken. She didn't see this as too much of a hurdle.
    - The website was easy. She used a friend's smartphone to apply because she doesn't have internet access. She was also able to help her friend apply for the pass, as well.
    - She wouldn't make any changes to the application process.
    - The paper application would *not* have been easier for her, it was nice to be able to do it on a device.
    - Her low-income documentation was not hard to provide.
    - When she went into the Ogden Transit Center to take her picture, they were able to print her card and give it to her there, which she loved.
    - It wasn't an obstacle for her to go to the library to apply.
    - She found out about the pass through an email from the FAREPAY Card Listserv. She's been a FAREPAY card user for awhile and was really excited about the low-income pass.
    - Email is the best way for her to find out about new services/opportunities. She doesn't use social media.
    - She loves having her card. She has a monthly transportation budget, and this pass means that she can literally take double the number of trips than she would normally be able to take.
    - She uploads money online to her pass.
    - The only thing she would change about the pass is to make it even cheaper.
    - She liked the option to transfer her existing FAREPAY balance to her Reduced Fares card.
    - She gives the pass "Five Stars"
- GN
    - He's received his pass but hasn't used it yet. He's having difficulty figuring out how to load money.
    - Lives in South Salt Lake and rides mostly bus and TRAX.
    - Someone recently stole his identity, so it makes him hesitant to use his credit or debit card to pay online.

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- He found the link for the pass on the Food Stamps app.
- It would be helpful if the Food Stamps app included a link to the actual Reduced Fares page rather than the generic fares page.
- He has a temporary license. He has had trouble applying for services with it before, so he can't remember if he used his temporary license to apply or not. It was helpful that we accepted it if it is what he used to apply.
- Everything was straightforward.
- He thinks our site is much easier to navigate than DWFS.
- He has pandemic unemployment insurance.
- He had no problem with internet access or his device.
- He gets all his info through apps, so the best way for him to find out about updates and services is through the UTA app (Transit or GoRide).
- The 50% discount is very helpful. He said it's been a very hard year.
- He saw our logo on the food stamps app and trusted it, since he knows the logo.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 12/1/2021

TO:	Board of Trustees
THROUGH:	Mary DeLoretto, Interim Executive Director
FROM:	William Greene, Chief Finance Officer
PRESENTER(S):	Kensey Kunkel, Manager Business Development & Sales

TITLE:

R2021-12-05 - Resolution Adopting the Eco Pass Fare Structure of the Agency

AGENDA ITEM TYPE:
Resolution

RECOMMENDATION:
Approve R2021-12-05 Adopting the 2022 ECO Pass Fare Structure and form of Agreement of the Agency

BACKGROUND:
The Utah Public Transit District Act (Utah Code 17B-2a-801) empowers the Board of Trustees to fix the fares charged to riders of the Authority's transit services. UTA Board Policy 4.1 - Fares, adopted by the Board of Trustees on July 7, 2019, empowers the Board to set base fares for transit services, including those for the Authority's Eco Pass program. In December 2020, the board adopted Resolution R2020-12-04 that adopted the ECO Pass Fare Structure of the agency. This Resolution is set to expire on November 30, 2021.

DISCUSSION:
UTA staff presents Resolution R2020-12-05 for the Board's approval of UTA's 2022 Eco Pass Fare Structure and also the Eco Pass form of Agreement (Exhibits A and B)

Eco Fare Agreements of any dollar value that do not deviate materially from the fare structure shown in Exhibit A or the form of contract shown in Exhibit B and undergo UTA legal review would be approved for execution under this Resolution.

ALTERNATIVES:

Not approve or amend the resolution

FISCAL IMPACT:

The agency anticipates a slight decrease in revenue received by Eco Pass Partners as partners switch to different pass programs.

ATTACHMENTS:

R2021-12-05 Adopting the ECO Pass Fare Structure of the Agency

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RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY ADOPTING THE ECO PASS FARE STRUCTURE OF THE AGENCY

R2021-12-05 December 1, 2021

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

WHEREAS, the Act Empowers the Board of Trustees ("Board") of the Authority to fix the fares charged to riders of the Authority's transit services; and

WHEREAS, on July 7, 2019, the Board of the Authority adopted Board of Trustee Policy 4.1 – Fares ("the Policy"); and

WHEREAS, the Policy also empowered the Board of the Authority to set base fares for transit services, including those for the Authority's Eco Pass program; and

WHEREAS on December 4, 2020, the Board of the Authority adopted an ECO Pass fare structure, and

WHEREAS, due to the ongoing COVID-19 pandemic, the Authority has been required to amend the language of its existing ECO Pass Agreements due to reduced ridership; and

WHEREAS, the Board of the Authority desires to set a new fare structure for the ECO Pass Program for the year 2022.

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

1. That the 2022 ECO Pass Fare Structure of the Authority is hereby adopted in substantially the same form as attached as Exhibit A (ECO Pass Fare Structure).

2. That the ECO Pass Fare Structure of the Authority, previously adopted in Resolution R2020-12-04, adopted on December 4, 2020, is hereby rescinded.

3. That the 2022 ECO Pass Contracts are hereby approved in substantially the same form as attached as Exhibit B (ECO Pass Standard Agreement #1).

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4. That any ECO Pass Agreement incorporating the Fare Pass Structure contained in Exhibit A and substantially following the form of agreement contained in Exhibit B shall be considered to have been approved.

5. That any ECO Pass agreement that does not substantially follow the fare structure contained in Exhibit A or contains terms which differ materially from the form of agreements contained in Exhibits B shall be brought to the Board of Trustees for approval, regardless of dollar value.

6. That this Resolution is to remain into effect until expressly rescinded.

7. That the Board of Trustees formally ratifies actions taken by the Authority, including those taken by the Executive Director, staff, and counsel, that are necessary or appropriate to give effect to this Resolution.

8. That the corporate seal be attached hereto.

Approved and adopted this 1st day of December 2021.

_____
Carlton Christensen, Chair
Board of Trustees

ATTEST:

_____
Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:
David Wilkins
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Legal Counsel

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Exhibit A
(2022 ECO Pass Fare Structure)

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Exhibit A: Programs and Pricing

Table 1: Eco Pass Agreement

Program	Price	Notes	Minimum Requirements	Service Level
Annual Preferred	$275	Annual price per person	100 passes or 100% employee participation; whichever is greater	Premium
Annual Select	$499	Annual price per person	30 pass purchase minimum	Premium
Monthly	$59	Monthly price per person	10 pass purchase minimum per month ($590)	Premium
Daily	$6.40	Price per day, per card used	$500 per month minimum	Premium

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Exhibit B
(2022 ECO Pass Standard Agreement #1)

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ECO PASS AGREEMENT
2022

This ECO Pass Agreement ("Agreement") is made effective the 1st day of_____, 2022 (the "Effective Date") by and between,_____, the ("Administrator") and **UTAH TRANSIT AUTHORITY**, a public transit district, whose address is 669 West 200 South, Salt Lake City, Utah 84101 (hereinafter "UTA").

RECITALS

WHEREAS, UTA is a public transit district providing public transit services within the State of Utah;

WHEREAS, Administrator is an entity that hires employees who work within the public transit district;

WHEREAS, both Administrator and UTA recognize the benefits of public transit for individuals, businesses and the community for reducing congestion, improving the quality of air and the environment and limiting the amount of real property set aside or dedicated to motor vehicle uses and parking in urban locations;

WHEREAS, UTA has implemented an "ECO Pass Program" or economical transit pass program whereby employers agree to purchase from UTA transit passes for employees at discounted rates; and

WHEREAS, Administrator desires to participate in UTA's ECO Pass program pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, Administrator and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement, including Exhibit "A" – Pass Program Account Setup and Exhibit "B" – Pass Program Guidelines and Rules, attached hereto and made a part hereof by this reference.

DEFINITIONS

1.1. The term **"Authorized Services"** means travel on local buses, express buses, TRAX light rail, Streetcar light rail, bus rapid transit, and FrontRunner commuter rail. Authorized Services do not include travel on Park City Connect, Ski-bus, or Paratransit services.

1.2. The term **"Authorized User"** means Administrator's employees who have been issued a Pass in compliance with this Agreement.

1.3. The term **"Pass"** means a card issued by Administrator to an Authorized User under the terms of this Agreement for use on UTA's transit system.

1.4. The term **"Qualified Employee"** means (a) an employee who is employed on a full-time,

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part-time, seasonal, and/or temporary basis; (b) an employee who is not currently participating in a UTA van pool program; (c) an employee who works shifts when UTA is providing transit services.

TERMS AND CONDITIONS

2.1. TERM. This Agreement shall be in effect from Effective Date through December 31, 2022.

2.2. FORM OF PASSES. Administrator shall issue electronic fare cards imbedded with micro-chips that are individually numbered on the outside with a unique internal identification number and signature strip for use as Passes. Cards must either be provided by or approved by UTA.

2.3. NON-TRANSFERRABLE. A Pass is not transferable.

2.4. MINIMUM NUMBER OF PASSES.

2.4.1. Annual Preferred Passes. An Administrator that purchases Annual Preferred Passes shall purchase an Annual Preferred Pass for each Qualified Employee. An Administrator must have one-hundred (100) or more Qualified Employees to participate in this program.

2.4.2. Annual Select Passes. An Administrator that purchases Annual Select Passes shall purchase a minimum of thirty (30) Annual Select Passes.

2.4.3. Monthly Passes. An Administrator that purchases Monthly Passes shall purchase a minimum of ten (10) Monthly Passes.

2.4.4. Daily Passes. An Administrator that purchases Daily Passes shall purchase at least $500 worth of Daily Passes each month.

2.4.5. Paratransit Passes. If Administrator provides subsidized Passes to Authorized Users, Administrator agrees to purchase similarly subsidized paratransit passes for travel to and from the Authorized User's place of employment for any Authorized User who is Paratransit eligible and cannot ride UTA's fixed route services.

2.5. ISSUING PASSES. Administrator is responsible for issuing Passes. Administrator shall not issue a Pass to any person who is not an Authorized User under this Agreement. Prior to issuing a Pass, Administrator shall confirm the recipient qualifies as an Authorized User; print the recipient's name on the Pass in permanent ink, unless the Pass is owned by Administrator with no signature strip; and record the recipient's name and corresponding Pass number.

2.6. ACTIVATING PASSES.

2.6.1. Annual and Daily Passes. Upon execution of this Agreement, UTA will provide Administrator with activated Passes based on the preferred start month identified in Exhibit "A", Section 5. All Passes automatically expire December 31st but may be

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activated for another year upon completion of a subsequent agreement between the parties prior to the expiration of the Passes.

2.6.2. Monthly Passes. UTA will provide Administrator with inactive Passes that Administrator shall activate. To activate Passes for use on the 1st day of the month, Administrator shall provide UTA with an electronic file of Pass numbers that conforms to the Bulk Import File Specifications Guide provided by UTA no earlier than the 25th of the month and no later than the second to last business day of the month. Administrator may activate Passes at any time during the month but UTA will not prorate the monthly charge for late activations.

2.7. PAYMENT FOR PASSES. Administrator shall pay the amount stated on Exhibit "A" for Passes provided by UTA under this Agreement. Administrator is responsible for paying the full amount owed to UTA, regardless of whether Administrator receives payment for Passes from a third party. Administrator shall pay the amount invoiced by the due dates identified below. UTA shall charge Administrator a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid forty-five (45) days from date of invoice.

2.7.1. Annual Passes. UTA shall issue Administrator an invoice for the annual amount to be paid under this Agreement within fifteen (15) days of the Effective Date. In addition to the penalties set forth in Section 2.7, UTA shall deactivate all active Passes in the event Administrator has a balance due under this Agreement that remains unpaid for forty-five (45) days from the Effective Date.

2.7.2. Monthly Passes. UTA shall issue Administrator an invoice at the end of each month for all Passes activated during the month or a minimum of ten (10) Passes, whichever is greater. Payment is due by the 15th day of the month following the month in which the passes were activated. In addition to the penalties set forth in Section 2.7, UTA shall suspend Administrator's ability to activate Passes in the event Administrator has a balance due under this Agreement that remains unpaid for forty-five (45) days from the date of the original invoice.

2.7.3. Daily Passes. UTA shall issue Administrator an invoice for actual daily Pass usage each month within five days after the month ends. Administrator shall pay UTA the amount of $500.00 or the value of the actual daily Pass use, whichever is greater, within thirty (30) days of the date of the invoice. In addition to the penalties set forth in Section 2.7, UTA shall suspend Administrator's ability to activate Passes and shall deactivate all active Passes in the event Administrator has a balance due under this Agreement that remains unpaid for forty-five (45) days from the date of the original invoice.

2.8. PURCHASES OF ADDITIONAL PASSES. Administrator may purchase additional Passes by making a request through https://ecopass.rideuta.com. UTA shall charge Administrator a prorated price for additional annual Passes based on the number of months remaining under this Agreement and will issue an invoice for the purchase of the additional

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Passes.

2.9. ISSUING REPLACEMENT PASSES. Administrator is responsible for replacing Passes that are lost, stolen, defective, or otherwise require replacement. Administrator must process all Pass replacements on UTA's partner website www.tap2rideuta.com.

2.10. COST OF REPLACEMENT PASSES TO ADMINISTRATOR. UTA will not charge Administrator for electronic Passes so long as the number of Passes requested does not exceed more than 50% of the number of passes indicated on Exhibit "A." In the event Administrator exceeds the number of passes, Administrator agrees to pay $3.00 for each additional Pass provided by UTA.

2.11. COST OF REPLACEMENT PASSES TO AUTHORIZED USERS. Administrator may charge an Authorized User for a replacement Pass in an amount less than or equal to the amount paid by Administrator to UTA for the replacement Pass. However, at its discretion, Administrator may charge an Authorized User a fee for the administrative costs associated with reissuing a Pass.

2.12. RESTRICTIONS ON CHARGES TO AUTHORIZED USERS. Administrator may collect all, or part of, its' cost for each Pass from the Authorized User as long as the amount collected does not exceed the cost per Pass charged to Administrator under this Agreement. Upon the request of UTA, Administrator shall submit an accounting detailing the number of Passes sold, and the amounts paid by Authorized Users for Passes.

2.13. SECURITY TERMS. Administrator agrees to be responsible for all Passes delivered to Administrator by UTA and to treat unissued Passes with the same care and safeguards as it treats cash. Administrator shall notify UTA of any theft of unissued Passes within three (3) business days of the theft. Administrator agrees to pay any fares associated with the use of the unissued, stolen Passes if it fails to notify UTA within three (3) business days of the theft.

2.14. DEACTIVATING PASSES. Administrator shall deactivate a Pass within three business days if a person issued a Pass is no longer an Authorized User or if a Pass is lost or stolen.

2.15. CONFISCATION OF PASSES. UTA shall have the right to confiscate a Pass at any time (without notice to the Administrator) from any person who UTA reasonably believes is not an Authorized User or if UTA reasonably believes the Pass has been duplicated, altered, or used in an unauthorized way. UTA will immediately deactivate confiscated Passes and notify Administrator. If the Pass is an Administrator-provided card, UTA will return it to Administrator.

2.16. GUARANTEED RIDE HOME. To accommodate a Bona Fide Emergency affecting one of Administrator's Authorized Users, UTA agrees that during the Term of this Agreement it will provide a guaranteed ride home for Administrator's Authorized Users who cannot take their customary scheduled transit trip or another reasonably scheduled transit trip from work to home because of an Emergency. UTA agrees that, in the event of Emergency,

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UTA, at its expense, will provide alternative transportation to Administrator's Authorized Users from Administrator's business locations to the Authorized User's home or other location within the boundaries of the public transit district where the Immediate Family Member requiring the Emergency help is located. UTA agrees that the guaranteed ride home will be undertaken, at UTA's option, in one of the following two alternative ways: (1) a ride in a UTA vehicle driven by a UTA employee; or (2) a ride in a taxicab. An Administrator's Authorized User shall be entitled up to six (6) guaranteed rides home in any calendar year.

2.16.1 For purposes of this Agreement, the term "Bona Fide Emergency" means: (a) an unavoidable and unplanned change in the Authorized User's work schedule which causes the Authorized User to miss the Authorized User's usual or customary scheduled transit trip from work to home and another transit trip is not scheduled within a thirty minute time period; or (b) the illness or injury of the Authorized User or the Authorized User's Immediate Family Member which requires the Authorized User to immediately leave work to attend to the needs of the Authorized User or an Immediate Family Member and where another regularly scheduled transit trips will not permit the Authorized User to reasonably meet such needs. Administrator shall provide a statement signed Administrators pass Program Manager attesting to the bona fide nature of the emergency based on the criteria described above within 5 business days after the ride is provided. If such a signed statement is not received within the required period, UTA shall bill Administrator for the cost of the additional transportation provided and Administrator shall reimburse UTA for such service.

2.16.2 For purposes of this Agreement, the term "Immediate Family Member" means a spouse, child, step-child of the Authorized User, or other person who resides in the same residence as the Authorized User and is the dependent of the Authorized User

2.17 TERMINATION. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least thirty (30) days prior to the termination date. No refunds will be issued for Daily, Monthly, or Annual Passes.

2.18 RETURN OF UNUSED PASSES. In the event this Agreement is terminated, and Administrator does not enter into a subsequent agreement with UTA in which it continues to be responsible for issuing Passes, Administrator shall return all unused Passes to UTA within fifteen (15) days of the termination of this Agreement.

2.19 RECORD KEEPING. Administrator is required to maintain the following records for its employees: the Pass number of each issued Pass, including replacement Passes; the name of the person issued each Pass; and the Pass number of each unissued Pass. UTA maintains the right, upon reasonable notice, to always inspect Pass issuance records during regular business hours during the term of this Agreement and for a period of one year after the expiration or termination of this Agreement.

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MISCELLANEOUS

3.1 THIRD PARTY INTERESTS. Except as for the rights provided to Authorized Users, no person not a party to this Agreement shall have any rights or entitlements of any nature under it.

3.2 ENTIRE AGREEMENT. This Agreement and the Exhibits attached hereto contain the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreement or special arrangements contrary to or in addition to the terms and condition as stated herein.

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

3.4 NOTICES. All legal notices to be given hereunder shall be sufficient if given in writing in person or by electronic mail. All notices shall be addressed to the respective party at its address shown below or at such other address or addresses as each may hereafter designate in writing. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement. Either party may change the address at which such party desires to receive written notice by giving written notice of such change to the other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed, provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

If to Administrator:		If to UTA:
Sponsor:	_____	Utah Transit Authority
ATTN:	_____	ATTN: Kensey Kunkel
Address:	_____	669 West 200 South
Address 2:	_____	Salt Lake City, Utah 84101
City, State, Zip	_____	
Email:	_____	

3.5 INTENT TO BE LEGALLY BOUND. The undersigned parties have duly caused this Agreement to be executed and any individual signatories executing on behalf of the parties are duly authorized by his or her respective party to execute this Agreement.

3.6 NON-DISCRIMINATION. Administrator agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, disability, sex, or age in accordance with the requirements of

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49 U.S.C. 5332 and the Utah Antidiscrimination Act (UCA 34A-5-101).

3.7 **DEFAULT.** In the event that either party fails to perform any of the terms and conditions required to be performed pursuant to this Agreement, and upon fifteen (15) days' notice of such failure to perform, the non- defaulting party under this Agreement may terminate this Agreement. If Administrator fails to pay UTA, nothing herein shall prevent UTA from recovering the amount of the Purchase Price, including court costs and reasonable attorney's fees after the Agreement has been terminated.

3.8 **SUCCESSORS AND ASSIGNS.** This Agreement shall not be assigned without the written consent of the other party. This Agreement with all of its terms and provisions shall be binding upon and inure to the benefit of any permitted successors and assigns of the Parties hereto.

3.9 **AMENDMENTS.** This Agreement may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding upon either party unless in writing signed by a duly authorized representative of each party.

3.10 **INDEMINFICATION.** Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents or employees to the full extent required by law and agrees to indemnify and hold the other party harmless from any such liability, damage, expense, cause of action, suit, claim, judgment, or other action arising from participation in this Agreement. The Parties recognize and acknowledge that UTA is a public or governmental agency or entity covered under the provisions of the Utah Governmental Immunity Act as set forth in Sections 63-30-1 to 63-30-38, Utah Code Annotated 1953, as amended, and the limits of liability therein described. Neither party waives any legal defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

3.11 **GOVERNING LAW.** This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.

3.12 **WAIVER.** The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of the parties hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of last signature below.

UTAH TRANSIT AUTHORITY:	**ADMINISTRATOR:**
Date	Date
By:	By:
Title:	Title:
Date	
By:	
Title:	

Remainder of page left intentionally blank

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EXHIBIT A
Pass Program Account Setup

Section 1: Partner Information

Administrator: _____

Address: _____

_____

City, State, Zip: _____

Section 2: Contact Information

Contact Name: _____

Title: _____

Phone: _____

Email: _____

Section 3: Designated Transit Coordinator *(For additional Coordinators' please submit names and email addresses to efcoperations@rideuta.com)*

Contact Name: _____

Title: _____

Phone: _____

Email: _____

Section 4: Billing Information

Accounts Payable Contact: _____

Title: _____

Phone: _____

Email: _____

Method (Check One)		**Email or Mailing Address**
Email ☐	Mail ☐	

Payment Type (Check One)
ACH ☐
Wire ☐
Check ☐

*ACH/WIRE Instructions are available upon request

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Section 5: Programs and Pricing

Fill out the following information and select a pass program

_____	_____	_____
Number of Passes	Preferred Start Month	Total Contract Value

☐ **Annual Preferred ($275)**

Description: One-time payment from employer to UTA, invoiced upon receipt of signed contract, employer must have a minimum of 100 employees and all employees must receive a pass to use

Monthly Equivalent		*Months in Contract*		*Prorated Amount*		*Number of Passes*		*Total Contract Value*
$22.92	*X*	_____	=	_____	X	_____	=	_____

☐ **Annual Select ($499)**

Description: One-time payment from employer to UTA, invoiced upon receipt of signed contract, employer must purchase a minimum of 30 passes

Monthly Equivalent		*Months in Contract*		*Prorated Amount*		*Number of Passes*		*Total Contract Value*
$41.58	*X*	_____	=	_____	X	_____	=	_____

☐ **Monthly ($59)**

Description: Monthly payment required from employer to UTA, invoiced at the end of each month, employer must purchase a minimum of 10 passes each month

Monthly Equivalent		*Months in Contract*		*Prorated Amount*		*Number of Passes*		*Total Contract Value*
$59	*X*	_____	=	_____	X	_____	=	_____

☐ **Daily ($6.40)**

Description: Monthly payment required from employer to UTA, invoiced at the end of each month and based on actual monthly use, or $500, whichever is greater.

*Monthly Equivalent**		*Months in Contract*		*Prorated Amount*		*Number of Passes*		*Total Contract Value*
$128.00	*X*	_____	=	_____	X	_____	=	_____

**based on 20 days of use at $6.40 each day*

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Exhibit B
Pass Program Guidelines and Rules

TRANSIT COORDINATOR
Administrator must designate a Transit Coordinator ("TC") that will oversee the pass program administration. The TC will be trained by UTA staff on how to use the UTA Partner Web Site where card management functions are to be performed. TC's are responsible for training staff how to issue, activate, deactivate, and replace cards.

PROCUREMENT OF PASSES
To request cards, send an email to passprograms@rideuta.com and indicate the quantity of cards and the date needed by.

Administrator can elect to provide their own cards if the intent is to integrate electronic contactless technology into a picture identification card or building access badge. Administrator should work closely with UTA to ensure that the cards are compliant with the UTA card data format specification. For a copy of the format specification contact your account representative.

ISSUANCE OF PASSES
Administrator is responsible for issuing cards and is responsible to complete the following upon issuance:

- Confirm the recipient qualifies under this agreement
- Print the recipient's name on the card in permanent ink, unless card is owned by Administrator with no signature strip
- Ensure recipient understands the cardholder rules at http://www.rideuta.com/uploads/EFCCardholderRules_2013.pdf
- Record the recipient name and the card number issued to them (see record keeping below)

RECORD KEEPING
Administrator is required to maintain the following card issuance records:

- The card number of each issued card, including replacement cards, and the corresponding person issued such pass
- The card number of each unissued card

REQUESTS FOR ELECTRONIC TAP DATA
According to Utah Code 17B-2a-815(3)(a), UTA can only provide limited tap data to administrators. To access reports currently available go to UTA's partner website at www.tap2rideuta.com and click on reports. If you need data not provided on the partner website email passprograms@rideuta.com with your request and someone will contact you.

COST OF PASSES
UTA will provide electronic cards to pass program participants at no charge. If Administrator and UTA determine a card cost is necessary it will not exceed $3.00 per card which may be passed onto the cardholder.

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RETURN OF UNUSED CARDS
Unused cards should be returned, and UTA may demand the return of, if this agreement is terminated.

CUSTOMER SERVICE
TC's are supported by UTA's Product Development and Sales team and are assigned specific account representatives to assist as needed. TC's are expected to be the primary contact for cardholders.

If a cardholder experiences card related issues and contacts UTA's customer service team, they will be directed back to the TC for assistance. UTA's customer service team can assist and help cardholders with issues such as basic trouble shooting and answering questions about riding UTA service.

CARD REPLACEMENTS
Electronic cards are meant to be retained by the cardholder and reused.

Administrator is responsible for replacing cards that are lost, stolen, defective, or otherwise require replacement. All card replacements must be done using the 'replace card' functionality on UTA's partner website at www.tap2rideuta.com. For more information on how to replace a card refer to the UTA Partner Web Site User Guide provided during training.

TAPPING
Administrator is responsible for ensuring that cardholders are made aware of UTA's requirement to "tap-on" and "tap-off" at designated readers when riding UTA services. Failure to do so may result in a citation or fine to the cardholder pursuant to UTA Ordinances.

CARD CARE
It is important to protect the cards from damage. The card will not work if sensitive wires inside are broken. Do not punch holes, bend, keep in excessive heat or do anything to the card that could damage it. For the card to be read properly on electronic card readers do not have your card against other plastic cards, metal objects or electronic devices. Otherwise, it will interfere with the card signal causing the card not to be read or to be read improperly.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 12/1/2021

TO:	Board of Trustees
THROUGH:	Mary DeLoretto, Interim Executive Director
FROM:	David Hancock, Acting Chief Service Development Officer
PRESENTER(S):	David Hancock, Acting Chief Service Development Officer Andrea Pullos, Project Manager

TITLE:

Contract: Mount Ogden Business Unit Expansion (R & O Construction)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve award and authorize Executive Director to execute the contract and associated disbursements with R & O Construction in the amount of $3,723,287

BACKGROUND:
This request is part of the Ogden/Weber State University BRT project (OGX) and related to the expansion of the Mount Ogden Business Unit (MOBU) Bus Maintenance Bays. UTA has advertised this project and selected a contractor through a best value selection process. R & O Construction was selected based on highest score and therefore is the most advantageous bidder to UTA. UTA would like to enter a contract with R & O Construction to construct this project

DISCUSSION:
UTA staff is requesting approval to execute a contract with R & O Construction in the amount of $3,723,287 for the MOBU Bus Maintenance Bay expansion project.

This project is part of the OGX project which is federally funded. The construction of this part of the project is included in the overall grant for the project. This project will add 4 additional bays to the current maintenance facility at MOBU by expanding the building to the north. This will include the interior work and lifts needed to provide an operational facility to help accommodate the additional buses needed to operate the new OGX

system. Contractor will coordinate with electrical contractor procured to install electronic bus charging equipment under the existing bus canopies. Construction will accommodate ongoing operation of the MOBU facility.

CONTRACT SUMMARY:

Contractor Name:	R & O Construction
Contract Number:	21-03488VW
Base Contract Effective Dates:	December 5, 2021 - February 1, 2023
Extended Contract Dates:	Click or tap here to enter text.
Existing Contract Value:	n/a
Amendment Amount:	n/a
New/Total Amount Contract Value:	$3,723,287
Procurement Method:	Best Value
Funding Sources:	UTA & FTA

ALTERNATIVES:

N/A

FISCAL IMPACT:

The budget is included in the current 5-year Capital Plan, 2021-2025.

ATTACHMENTS:

Contract

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CONSTRUCTION SERVICE AGREEMENT
UTA CONTRACT NO. 21-03488VW

UTA Mount Ogden Business Unit Bus Facility Expansion

This Construction Services Agreement is entered into and made effective as of the date of last signature below (the "Effective Date") by and between UTAH TRANSIT AUTHORITY**,** a public transit district organized under the laws of the State of Utah ("UTA"), and R&O Construction ("Contractor").

RECITALS

A. UTA desires to hire Contractor for construction of a building expansion at the Mount Ogden Facility per the Specifications and Bid Schedule to include but not limited.

B. On September 1, 2021, UTA issued Request for Proposal Package Number 21-03488VW ("RFP") encouraging interested parties to submit proposals to perform the services described in the RFP.

C. Upon evaluation of the proposals submitted in response to the RFP, UTA selected Contractor as the best value alternative with whom to negotiate a contract to perform the Work.

D. Contractor 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 herefrom, 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. Contractor shall perform all Work as set forth in the Scope of Services (Exhibit A) except that no work shall be performed on Option #1 until specific written notice of exercise is received from the UTA Contract Administrator. Except for items (if any) which this

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Contract specifically states will be UTA-provided, Contractor shall furnish all the labor, material and incidentals necessary for the Work.

b. Contractor shall perform all Work under this Contract in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.
c. All Work shall conform to generally accepted standards in the transit industry. Contractor shall perform all Work in compliance with applicable laws, regulations, rules, ordinances, permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection.
d. Contractor shall furnish only qualified personnel and materials necessary for the performance of the Work.
e. When performing Work on UTA property, Contractor shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.

2. MANAGEMENT OF WORK

a. Contractor's Project Manager will be the day-to-day contact person for Contractor and will be responsible for all Work, as well as the coordination of such Work with UTA.
b. UTA's Project Manager will be the day-to-day contact person for UTA, and shall act as the liaison between UTA and Contractor with respect to the Work. UTA's Project Manager shall also coordinate any design reviews, approvals or other direction required from UTA with respect to the Work.

3. PROGRESS OF WORK

a. Contractor 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. Contractor 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. Contractor 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 Contractor of its responsibility to comply with the Contract requirements.
e. UTA will have the right to inspect, monitor and review any Work performed by Contractor 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 Contractor of its responsibility to comply with the Contract requirements.

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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, Contractor 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 Contractor fails to promptly remedy rejected Work as provided in Section 3.6, UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other contractors or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Contractor.

4. 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. Contractor shall substantially complete all Work no later than 12 months after notice to proceed, or December 31, 2022, whichever is later. This guaranteed completion date may be extended if Contractor and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Contractor under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

5 COMPENSATION

a. For the performance of the Work, UTA shall pay Contractor in accordance with the payments provisions described in Addendum 1, Supplemental Terms and Conditions for Construction.
b. o the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a cost-reimbursement basis, such costs shall only be reimbursable to the extent allowed under 2 CFR Part 200 Subpart E. Compliance with federal cost principles shall apply regardless of funding source for this Contract.
c. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a time and materials or labor hour basis, then Contractor must refer to the not-to-exceed amount, maximum Contract amount, Contract budget amount or similar designation (any of these generically referred to as the "Not to Exceed Amount") specified in Exhibit B (as applicable). Unless and until UTA has notified Contractor by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Contractor shall not be obligated to perform services or incur costs which would cause its total compensation under this Contract to exceed the Not to Exceed Amount; and (ii) UTA shall not be obligated to make payments which would cause the total compensation paid to Contractor to exceed the Not to Exceed Amount.
d. UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Contract; (ii) invoiced items that are not payable under this Contract; or (iii) amounts Contractor owes to UTA under this Contract.

6 INCORPORATED DOCUMENTS

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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 Construction Services Agreement
   2. The Addendum 1 Supplemental Terms and Conditions for Construction Services. (Including any exhibits and attachments hereto).
   3. Contractor's Proposal including, without limitation, all federal certifications (as applicable); and exceptions listed in Exhibit F.
   4. 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 Construction Services;

b. The above-referenced documents are made as fully a part of the Contract as if hereto.

7. ORDER OF PRECEDENCE

The Order of Precedence for this contract is as follows:

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

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

8. INVOICING PROCEDURES

a. Contractor shall submit invoices to UTA's Project Manager for processing and payment in accordance with Addendum 1, Supplemental Terms and Conditions for Construction. Invoices shall be provided in the form specified by UTA. Reasonable supporting documentation demonstrating Contractor's entitlement to the requested payment must be submitted with each invoice.

b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Work or invoicing deficiencies. Approval by UTA shall not be unreasonably withheld. UTA shall have the right to offset from payment amounts reasonably reflecting the value of any claim which UTA has against Contractor under this Contract. Payment for all invoice amounts not specifically disapproved by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal.

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9. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT

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

10. 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.

11. KEY PERSONNEL

Contractor shall provide the key personnel as indicated in Contractor'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.

12. 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

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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 (as a matter of written contract) these records requirements to all subcontractors utilized in the performance of the Work at any tier.

13. FINDINGS CONFIDENTIAL

Any documents, reports, information, or other data and materials available to or prepared or assembled by Contractor or subcontractors 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.

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.

14. PUBLIC INFORMATION.

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

15. GENERAL INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") related to bodily injury, including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of the failure of such Contractor to conform to federal, state, and local laws and regulations. If an employee of Contractor, a subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be

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liable brings a claim against UTA or another Indemnitee, Contractor's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

16. 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

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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 contractor or subcontractor is exempt under UCA, 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).

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.

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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.

17. OTHER INDEMNITIES

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

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b. Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or Claims made or filed against UTA 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 subcontractors 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 Contractor or its subcontractors of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, Contractor, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

18. INDEPENDENT CONTRACTOR

Contractor is an independent contractor 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. Contractor is responsible to provide and pay the cost of all its employees' benefits.

19. PROHIBITED INTEREST

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

20. 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 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, 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.

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d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

Level of Authority	Time Limit
UTA's Project Manager/Contractor's Project Manager	Five calendar days
UTA's Director/Contractor Equivalent	Five calendar days
UTA's Chief Officer/Contractor Equivalent	Five calendar days

Unless otherwise directed by UTA's Project Manager, Contractor shall diligently continue performance under this Contract while matters in dispute are being resolved.
If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, than either party may commence formal mediation under the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS mediator.
If resolution does not occur through Mediation, then legal action may be commenced in accordance the venue and governing law provisions of this contract.

21. 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 Contractor consents to the jurisdiction of such courts.

22. ASSIGNMENT OF CONTRACT

Contractor 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.

23. 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.

24. NOTICES OR DEMANDS

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

If to UTA:
Utah Transit Authority
ATTN: 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 Contractor:
R&O Construction
ATTN: Jeff Herrick
933 Wall Avenue
Ogden, UT 84404

a. 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.

b. 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.

25. 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.

26. INSURANCE COVERAGE REQUIREMENTS FOR CONTRACTOR EMPLOYEES

a. The following requirements apply 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) Contractor has a subcontract at any tier that involves a sub-Contractor that has an initial subcontract equal to or in excess of $1 million; or (iv)

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any subcontract, with subsequent modifications, is reasonably anticipated to equal or exceed $1 million:

b. Contractor shall, prior to the effective date of this Contract, demonstrate to UTA that Contractor has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Contractor's employees and the employee's dependents during the duration of this Contract.

c. Contractor shall also demonstrate to UTA that subcontractors 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 subcontractor's employees and the employee's dependents during the duration of the subcontract.

27. 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

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. AMENDMENTS

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

34. 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.

35. 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.

UTAH TRANSIT AUTHORITY:

By: Date:
David Hancock
Acting chief Service Development Officer

By:
Mary DeLoretto Date:
Interim Executive Director

R&O Construction:

DocuSigned by:
By: Frank McDonough Date: 11/2/2021
BC75581EC48B4FF...
Name: Frank McDonough
Senior Vice President
Fed ID# 87-0357889

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Approved as to Content and Form

By: DocuSigned by: Michael Bell 70E33A415BA44F6... Date 11/2/2021
Mike Bell, AAG State of Utah
And UTA Legal Counsel

By: DocuSigned by: Andrea Pullos, Project Manager III 2639AEA628E543D... Date 11/2/2021
Reviewed & Recommended
Andrea Pullos, UTA Project Manager UTA Project Code 21-03488VW

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Addendum 1- Supplemental Terms and Conditions for Construction
Maintenance Bay Expansion Construction at the Mount Ogden Facility

ARTICLE 1

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

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

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

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

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

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

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

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

"Contract Documents" means those documents designated as Contract Documents in the Agreement.

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

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

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

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

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

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

"General Conditions" means this document.

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

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

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"Project" means the construction project described in the Agreement.

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

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

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

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

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

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

ARTICLE 2
Contractor's Services

2.1 General Services.

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

2.1.2 Contractor shall provide UTA with a monthly status report detailing the progress of the Work, including: (i) whether the Work is proceeding according to schedule; (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution; (iii) whether unusual health and safety issues exist in connection with the Work; and (iv) other items that

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require resolution so as not to jeopardize Contractor's ability to complete the Work for the Contract Price and within the Contract Time(s).

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

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

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

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

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

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

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

2.2.6 Upon completion of the Work, and as a condition to receiving final payment pursuant to Section 4.7, Contractor shall prepare and provide to UTA a final set of as-built drawings, depicting the Project as completed, including all changes to the Project made subsequent to the approval of the Construction Documents.

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

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

2.3 Government Approvals, Permits, and Legal Requirements.

2.3.1 Except where the Contract Documents expressly state that UTA will be responsible for a specific entitlement, Contractor shall obtain and Owner shall pay the direct out-of-pocket costs for necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project or Site. Contractor shall provide reasonable assistance to UTA in obtaining any permits, approvals, and licenses that the Contract Documents expressly specify to be a UTA responsibility. This does not relieve Contractor of its responsibility for repair, rework or additional work required by any inspection or test.

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

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

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

2.4 **Construction Services.**

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

2.4.2 Except to the extent that the Contract Documents expressly identify UTA obligations related to the Work, Contractor shall provide through itself or Subcontractors the necessary supervision, labor, inspection and testing support, inspection , testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities (whether or not expressly stated or depicted in the Contract Documents or Construction Drawings) to permit Contractor to complete construction of the Project consistent with the Contract Documents. The Contractor shall arrange for and the Owner shall pay the direct out-of-pocket costs for required tests and inspections. This does not relieve Contractor of its responsibility for repair, rework or additional work required by any inspection or test.

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

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

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

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

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

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

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

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

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

2.5.2 Contractor shall comply with the approved quality control plan(s). Responsibilities shall include support for inspection and testing and inspection and testing and related activities including administration, management, supervision, reports, record keeping and use of independent testing agencies and laboratories. The Contractor shall arrange for and the Owner shall pay the direct out-of-pocket costs for required tests and inspections. Contractor shall provide evidence of compliance with the Contract Documents. This does not relieve Contractor of its responsibility for repair, rework or additional work required by any inspection or test.

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

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

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

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

2.6 **Contractor's Warranty.**

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

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

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

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

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performed) such corrective action, UTA may collect from Contractor all amounts so incurred. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) Day period identified above shall be deemed inapplicable.

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

ARTICLE 3
Site Conditions

3.1 Hazardous Materials.

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

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

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

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

3.2 Differing Site Conditions.

3.2.1 If Contractor encounters a Differing Site Condition, Contractor will be entitled to an adjustment to the Contract Price and/or Contract Time(s) to the extent Contractor's cost and/or time of performance have been adversely impacted by the Differing Site Condition. "Differing Site Condition" means concealed or latent physical conditions at the Site that: (i) materially differ

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from the conditions indicated in the Contract Documents; and (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.

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

ARTICLE 4
Payment

4.1 Schedule of Values.

4.1.1 Unless required by UTA upon execution of this Agreement, within ten (10) Days of execution of the Agreement, Contractor shall submit for UTA's review and approval a Schedule of Values for all of the Work. The Schedule of Values will: (i) subdivide the Work into its respective parts; (ii) include values for all items comprising the Work; and (iii) serve as the basis for monthly progress payments made to Contractor throughout the Work.

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

4.2 Application for Payment.

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

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

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

4.3 Sales Tax Exemption

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

4.4 **UTA's Payment Obligations.**

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

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

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

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

4.5 **Contractor's Payment Obligations.**

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

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

4.6 **Substantial Completion.**

4.6.1 Contractor shall notify UTA when it believes the entire Work is Substantially Complete. As used in the Contract Documents, "Substantially Complete" or "Substantial Completion" refers to the Contractor's satisfactory completion of all Work in accordance with the Contract Documents (excluding Punchlist items) to point such that UTA may safely start-up, occupy or otherwise fully use the Project for its intended purposes in compliance with applicable Legal Requirements. The terms "Substantially Complete" or "Substantial Completion" also require the completion of any items of Work specifically set forth as conditions precedent to Substantial Completion in the Agreement. Within five (5) Days of UTA's receipt of Contractor's notice, UTA and Contractor will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, UTA shall prepare and issue a Certificate of

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Substantial Completion that will set forth: (i) the date of Substantial Completion of the Work or portion thereof; (ii) the remaining Punchlist items that have to be completed before Final Completion and final payment; and (iii) provisions (to the extent not already provided in the Contract Documents) establishing UTA's and Contractor's responsibility for the Project's security, maintenance, utilities and insurance pending Final Completion and final payment.

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

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

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

4.7 **Final Payment.**

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

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

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

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

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

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

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ARTICLE 5
Indemnification and Loss

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

5.1.1 Contractor shall defend any action or proceeding brought against UTA based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. UTA shall give prompt written notice to Contractor of any such action or proceeding and will reasonably provide authority, information, and assistance in the defense of same. Contractor shall indemnify UTA from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against UTA or Contractor in any such action or proceeding. Contractor shall keep UTA informed of all developments in the defense of such actions.

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

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

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

5.3 **Contractor's General Indemnification.**

5.3.1 Contractor, to the fullest extent permitted by law, shall indemnify, hold harmless and defend UTA, its officers, trustees, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury,

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sickness or death, and property damage or destruction resulting from or arising out of the negligent acts or omissions of Contractor, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

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

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

ARTICLE 6
Time

6.1 **Obligation to Achieve the Contract Times.** Contractor shall commence performance of the Work and achieve the Contract Time(s) in accordance with the Contract Documents. The Contract Documents specify critical completion milestones with which Contractor must comply. All time and schedule requirements included within the Contract Documents are of the essence. By executing the Agreement, Contractor confirms that the completion milestones in the Contract Documents are reasonable for the performance of the Work. Unless otherwise excused by the terms of the Contract Documents, Contractor's failure to timely perform the Work in accordance with the completion milestones shall result in the assessment of liquidated damages Liquidated damages will be $1,000.00 per day for each day that the Contractor fails to achieve Substantial Completion as stated in the Contract Documents and as extended by Change Order.

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

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

ARTICLE 7
Changes

7.1 **Change Orders.**

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

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

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

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

7.3 **Constructive Changes.**

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

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

7.3.3 In conjunction with the Potential Change Notice (or as soon as reasonably possible thereafter), Contractor shall submit to UTA all supporting information and documentation necessary for UTA to evaluate the contractual basis for the Potential Change

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Notice and to also evaluate the relief claimed by Contractor. Contractor shall promptly respond to all UTA inquiries about the Potential Change Notice and the supporting information and documentation.

7.3.4 To the extent UTA concludes that the Potential Change Notice demonstrates Contractor's entitlement to a Contract adjustment, and provided that the parties are able to negotiate mutually agreeable adjustments to the Contract Documents, then UTA and Contractor shall execute a written Change Order.

7.4 **Direction or Authorization to Proceed.**

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

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

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

7.6 **Contract Price Adjustments.**

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

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

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

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

7.6.1.4 If an increase or decrease cannot be agreed to as set forth in items 7.6.1.1 through

7.6.1.3 above and UTA issues a DAP, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit rate, as may be set forth in the Agreement.

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7.6.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to UTA or Contractor because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

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

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

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

ARTICLE 8
Claims and Claim Resolution

8.1 **Claims.**

8.1.1 "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 8. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

8.1.2 Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.

8.2 **Claim Resolution.**

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

8.2.2 If UTA's Project Manager and Contractor's Project Manager are not able to resolve the Claim within fourteen (14) Days after their first meeting (or such longer period of time as may be mutually agreed upon), either party may request that UTA's Senior

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Representative and the Contractor's management representative ("Contractor's Management Representative") meet at least once to attempt to resolve the Claim.

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

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

ARTICLE 9
Suspension and Termination

9.1 **UTA's Right to Stop Work.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.4 **Bankruptcy of Contractor.**

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

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

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

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

ARTICLE 10
Value Engineering

10.1 Value Engineering Change Proposals.

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

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

10.1.3 Contractor must include the following information in any VECP:

10.1.3.1 A narrative description of the proposed change,

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

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

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

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

10.1.3.6 Costs of development and implementation; and

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

10.2 Review and Approval of VECPs

10.2.1 Upon receipt of a VECP, UTA shall process it expeditiously, but will not be liable for any delay in acting upon any VECP. Contractor may withdraw all or part of any VECP at any time prior to approval by UTA, but shall, in any case, be liable for costs

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incurred by UTA in reviewing the withdrawn VECP, or part thereof. In all other situations, each party will bear its own costs in connection with preparation and review of VECPs.

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

10.3 **Cost Savings.** Except as otherwise stated in the Agreement, any savings resulting from an approved VECP will accrue to the benefit of UTA and Contractor on a 50/50 cost sharing basis.

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

ARTICLE 11
Health Insurance

11.1 Insurance Coverage for Employees.

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

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

ARTICLE 12
Miscellaneous

12.1 **Confidential Information.** "Confidential Information" means information that is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies in writing as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. To the extent permitted by law (including specifically UCA Title 63G Chapter 2), the receiving party shall maintain the confidentiality of the Confidential Information and shall use the Confidential

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Information solely in connection with the Project. The parties agree that the Agreement itself (including all incorporated Contract Documents) does not constitute Confidential Information.

12.2 **PUBLIC INFORMATION:** Vendor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Vendor'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.

12.3 **Prohibited Interest.** No member, officer, agent, or employee of UTA during his or her tenure or for one year thereafter shall have any interest, direct or indirect, including prospective employment by, Contractor or the proceeds under the Contract Documents without specific written authorization by UTA.

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

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

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

12.7 **Attorneys Fees and Costs**. 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.

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

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

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

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

12.12 **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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Exhibit A
Scope of Work

GENERAL OVERVIEW

Contractor shall provide labor and material to meet the specifications in Exhibit C to expand the existing maintenance building at the Mount Ogden Business Unit Bus Facility in a safe, timely, quality and efficient manner with coordination and minimal disruption to existing maintenance services. Expansion to include four (4) additional bays with bus lifts and noted equipment

The Contractor is to expand the existing building to include all 4 new maintenance bays including lifts and all work to make it fully functional. The Contractor will, with the assistance of sub-contractors, make changes to the building as called out in the plans to accommodate the expansion. Operations of the Mount Ogden Bus Facility will be ongoing and must stay in operations during construction. The Contractor will also coordinate with the contractor procured by UTA to install electronic charging equipment under the existing canopies to charge the buses.

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Exhibit B- Cost Form Not to Exceed

General Contractor R&O Construction

Total Project Cost (from below) $ 3,723,287.00

Instructions: Fill in the Total Cost for each Bid Item. The Subtotal, Total and Total Project Cost will sum automatically.

Bid Item No.	Division	Specification Section- Description **	Unit	Quantity	Total Cost
	DIVISION 02 - EXISTING CONDITIONS				
1		SECTION 02 41 19 - SELECTIVE DEMOLITION	1	LS	$ 2,701.00
	DIVISION 03 - CONCRETE				
2		SECTION 03 30 00 - CAST-IN-PLACE CONCRETE	1	LS	$ 182,221.00
3		SECTION 03 35 16.14 - HD POLISHED, SEALED-DENSIFIED-HARDENED CONCRETE FLOOR FINISHING	1	LS	$ 24,550.00
4		SECTION 03 41 00 - PRECAST STRUCTURAL CONCRETE	1	LS	$ 439,818.00
	DIVISION 05 - METALS				
5		SECTION 05 12 00 - STRUCTURAL STEEL FRAMING	1	LS	$ 182,090.00
6		SECTION 05 21 00 - STEEL JOIST FRAMING	1	LS	$ 161,896.00
7		SECTION 05 31 00 - STEEL DECKING	1	LS	Included
8		SECTION 05 50 00 - METAL FABRICATIONS	1	LS	Included
9		SECTION 05 53 13 - BAR GRATINGS	1	LS	Included
	DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES				
10		SECTION 06 10 53 - MISCELLANEOUS ROUGH CARPENTRY	1	LS	$ 17,901.00
	DIVISION 07 - THERMAL AND MOISTURE PROTECTION				
11		SECTION 07 11 13 - BITUMINOUS DAMPPROOFING	1	LS	$ 3,000.00
12		SECTION 07 16 16 - CRYSTALLINE WATERPROOFING	1	LS	$ 7,239.00

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13		SECTION 07 21 00 - THERMAL INSULATION	1	LS	$ 10,600.00
14		SECTION 07 54 19 - POLYVINYL-CHLORIDE (PVC) ROOFING	1	LS	$ 117,500.00
15		SECTION 07 62 00 - SHEET METAL FLASHING AND TRIM	1	LS	Included
16		SECTION 07 92 00 - JOINT SEALANTS	1	LS	$ 8,440.00
	DIVISION 08 - OPENINGS				
17		SECTION 08 11 13 - HOLLOW METAL DOORS AND FRAME]	1	LS	$ 14,866.00
18		SECTION 08 36 13 - SECTIONAL DOORS	1	LS	$ 35,995.00
19		SECTION 08 51 13 - ALUMINUM WINDOWS - W01	1	LS	$ 25,601.00
20		SECTION 08 62 23 - TUBULAR SKYLIGHTS	1	LS	$ 14,899.00
21		SECTION 08 71 00 - DOOR HARDWARE	1	LS	Included
	DIVISION 09 - FINISHES				
22		SECTION 09 91 13 - EXTERIOR PAINTING - P1	1	LS	Included
23		SECTION 09 91 23 - INTERIOR PAINTING - P1	1	LS	$ 26,053.00
24		SECTION 09 91 26.16 - EPOXY MARKINGS FOR STRUCTURE PAVEMENTS - P2	1	LS	Included
	DIVISION 10 - SPECIALTIES				
25		SECTION 10 44 16 - FIRE EXTINGUISHERS	1	LS	$ 1,392.00
26		SECTION 10 56 00 - STORAGE EQUIPMENT	1	LS	$ 32,478.00
	DIVISION 11 - EQUIPMENT				
27		SECTION 11 11 00 - VEHICLE SERVICE EQUIPMENT	1	LS	$ 128,759.00
28		SECTION 11 11 29 - VEHICLE SHOP EQUIPMENT	1	LS	$ 70,164.00
29		SECTION 11 24 19 - VACUUM EQUIPMENT	1	LS	$ 54,050.00
	DIVISION 14 - CONVEYING EQUIPMENT				
30		SECTION 14 45 00 - VEHICLE LIFTS	1	LS	$ 534,800.00
31	DIVISION 21 - FIRE SUPPRESSION				
32		SECTION 21 10 00 - FIRE PROTECTION	1	LS	$ 44,995.00
	DIVISION 22 - PLUMBING				
33		SECTION 22 14 10 - PLUMBING PIPING	1	LS	$ 90,541.00
34		SECTION 22 14 11 - DISINFECTING WATER SUPPLY SYSTEM	1	LS	Included
35		SECTION 22 14 30 - PLUMBING SPECIALTIES	1	LS	Included
	DIVISION 23 - HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)				

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36		SECTION 23 05 00 - BASIC MECHANICAL REQUIREMENTS	1	LS	$ 373,850.00
37		SECTION 23 05 29 - BASIC MECHANICAL MATERIALS AND METHODS	1	LS	Included
38		SECTION 23 05 40 - MECHANICAL SOUND AND VIBRATION CONTROL	1	LS	Included
39		SECTION 23 05 48 - MECHANICAL SEISMIC CONTROL	1	LS	Included
40		SECTION 23 05 93 - TESTING, ADJUSTING, AND BALANCING	1	LS	Included
41		SECTION 23 07 00 - MECHANICAL INSULATION	1	LS	Included
42		SECTION 23 09 00 - ELECTRONIC CONTROLS	1	LS	Included
43		SECTION 23 11 23 - NATURAL GAS SYSTEMS	1	LS	Included
44		SECTION 23 33 00 - DUCTWORK AND ACCESSORIES	1	LS	Included
45		SECTION 23 57 00 - HEAT TRANSFER	1	LS	Included
46		SECTION 23 74 00 - AIR HANDLING SYSTEMS ON ROOF	1	LS	Included
	DIVISION 26 - ELECTRICAL				
Bid Item No.	**Division**	**Specification Section- Description ****	**Unit**	**Quantity**	**Total Cost**
47		SECTION 26 05 19 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	1	LS	$ 252,966.00
48		SECTION 26 05 26 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	1	LS	Included
49		SECTION 26 05 29 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	1	LS	Included
50		SECTION 26 05 33 - RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS	1	LS	Included
51		SECTION 26 05 43 - UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS	1	LS	Included
52		SECTION 26 05 48 - VIBRATION AND SEISMIC CONTROLS FOR ELECTRICAL SYSTEMS	1	LS	Included
53		SECTION 26 05 53 - IDENTIFICATION FOR ELECTRICAL SYSTEMS	1	LS	Included
54		SECTION 26 05 73.19 - ARC-FLASH HAZARD ANALYSIS	1	LS	Included
55		SECTION 26 09 23 - DISTRIBUTED DIGITAL LIGHTING CONTROLS	1	LS	Included
56		SECTION 26 22 00 - LOW-VOLTAGE TRANSFORMERS	1	LS	Included
57		SECTION 26 24 16 - PANELBOARDS	1	LS	Included
58		SECTION 26 27 13 - ELECTRICITY METERING	1	LS	Included
59		SECTION 26 27 26 - WIRING DEVICES	1	LS	Included

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60		SECTION 26 28 13 - FUSES	1	LS	Included
61		SECTION 26 28 16 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS	1	LS	Included
62		SECTION 26 43 13 - SURGE PROTECTION FOR LOW-VOLTAGE ELECTRICAL POWER CIRCUITS	1	LS	Included
63		SECTION 26 51 00 - INTERIOR LIGHTING	1	LS	Included
64		SECTION 26 56 00 - EXTERIOR LIGHTING	1	LS	Included
	DIVISION 27 - COMMUNICATIONS				
65		SECTION 27 13 00 - COMMUNICATIONS BACKBONE CABLING	1	LS	Included
66		SECTION 27 15 00 - COMMUNICATIONS HORIZONTAL CABLING	1	LS	Included
	DIVISION 28 - ELECTRONIC SAFETY AND SECURITY				
67		SECTION 28 31 11 - DIGITAL, ADDRESSABLE FIRE-ALARM SYSTEM	1	LS	By Owner
	DIVISION 31 - EARTHWORK				
68		SECTION 31 10 00 - SITE CLEARING	1	LS	$ 269,264.00
69		SECTION 31 20 00 - EARTH MOVING	1	LS	Included
69		SECTION 31 23 19 - DEWATERING	1	LS	Included
70		SECTION 31 50 00 - EXCAVATION SUPPORT AND PROTECTION	1	LS	Included
	DIVISION 32 - EXTERIOR IMPROVEMENTS				
71		SECTION 32 13 13 - CONCRETE PAVING	1	LS	$ 79,100.00
72		SECTION 32 13 73 - CONCRETE PAVING JOINT SEALANTS	1	LS	Included
	DIVISION 33 - UTILITIES				
73		SECTION 33 05 00 - COMMON WORK RESULTS FOR UTILITIES	1	LS	Included
74		SECTION 33 41 00 - STORM UTILITY DRAINAGE PIPING	1	LS	Included
	DIVISION 40 - PROCESS INTEGRATION				
75		40 22 16 - LUBRICATING OILS PROCESS PIPING	1	LS	Included
	DIVISION 41 - MATERIAL PROCESSING AND HANDLING EQUIPMENT				
76		SECTION 41 22 00 - CRANES AND HOISTS	1	LS	$ 79,150.00
	DIVISION 45 - INDUSTRY-SPECIFIC MANUFACTURING EQUIPMENT				
77		SECTION 45 39 00 - FABRICATED EQUIPMENT	1	LS	$ 40,000.00
				Subtotal Bid Items	$ 3,326,879.00

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		General Conditions and Mobilization	Lump	1	$ 214,540.00
		Bonding	Lump	1	$ 22,504.00
		Profit and Overhead	Lump	1	$ 159,364.00
Total (including Subtotal Bid Items, GCs, Mobilization, Bonding, Profit and Overhead)					$ 3,723,287.00

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Exhibit C

Plans and Specifications from RFP's Appendix V UTA Mount Ogden Business Unit Bus Facility Expansion Plans, Appendix VI UTA Mount Ogden Business Unit Project Manual Volume 1 and Appendix VII UTA Mount Ogden Business Unit Project Manual Volume 2.

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Exhibit D
Federal Clauses

ACCESS TO RECORDS AND REPORTS

The Contractor 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 Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor 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 Contractor'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 Contractor further agrees to include in all of its subcontracts and purchase orders under the Contract a provision to the effect that the Subcontractor 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 Subcontractor 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 Contractor 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 Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Authority and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. The Contractor's failure to so comply shall constitute a material breach of the Contract.

ENERGY CONSERVATION REQUIREMENTS

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

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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The Contractor 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 Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which the Work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the federal government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification to the federal government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 USC §5307, the federal government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5307(n)(1) on the Contractor, to the extent the federal government deems appropriate. The Contractor 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 Subcontractor 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 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 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].

Contractor 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. Contractor shall be responsible for ensuring that lower tier contractors and subcontractors are in compliance with these requirements. All respondents 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 Contractor agrees to comply with 49 USC §40118 and 41 CFR Part 301-10, which provide that contractors 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 Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color,

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creed, national origin, sex, age, or disability. In addition, the Contractor 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 Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. 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 Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, 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 Contractor 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 Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor 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 Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor 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 **9 %** DBE participation has been established for this procurement.

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

c. 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

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conditioned on submission of the following concurrent with and accompanying proposal.
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 subcontractor 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 contractor's commitment; and

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

Offerors must present the information required above with initial proposals. (see 49 CFR 26.53(3)).

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the **Utah Transit Authority.** In addition, [the contractor may not hold retainage from its subcontractors

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

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 Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the

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defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

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

d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will 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 Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and 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 Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

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

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

DEBARMENT AND SUSPENSION

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

Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement 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 (Nonprocurement)," 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, Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not

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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, Contractor 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 Contractor 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. Contractor agrees to comply with the requirements of 2 CFR Part 180, subpart C, as supplemented by 2 CFR Part 1200, during the Contract term. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ADA ACCESS

ADA Access for Individuals with Disabilities – The Contractor 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 contractors 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, contractor and its subcontractors are prohibited from expending funds under this contract for the procurement of equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

a. "covered telecommunications equipment or services" is telecommunications or video surveillance equipment or services produced by:

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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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor agrees to comply with 49 USC §40118 and 41 CFR Part 301-10, which provide that contractors 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 Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor 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 Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics,

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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 Contractor and its subcontractors 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

(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 Contractor 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 Contractor, 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, Contractor shall either pay the benefit as stated in the wage

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determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If Contractor does not make payments to a trustee or other third person, Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require Contractor 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 Contractor 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 Contractor, 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 Contractor under the Contract or any other federal contract for which Contractor is the prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by Contractor, 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 Contractor or any subcontractor 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 Contractor,

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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 Contractor 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, Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. If Contractor employs apprentices or trainees under approved programs, Contractor 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) Contractor 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. Contractor is responsible for the submission of copies of payrolls by all subcontractors.
(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by Contractor or subcontractor 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 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 Contractor or subcontractor to civil or criminal prosecution under Section 1001 of title 18 and Section 231 of title 31 of the United States Code.
(iii) Contractor and any subcontractor 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 Contractor or

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subcontractor fails to submit the required records or to make them available, the federal agency may, after written notice to Contractor, 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 Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in Contractor's or subcontractor'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, Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees – Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable

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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 – Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in the Contract. Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(6) Subcontracts – Contractor and any subcontractor 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 subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor 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, Contractor 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 Contractor and shall remain in full force for the term of the Contract. Contractor 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 Contractor 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 Contractor to UTA as security for payment by Contractor and subcontractors 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.

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EXHIBIT E

FEDERAL FORMS

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ATTACHMENT A: EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE STATEMENT ..... ERROR! BOOKMARK NOT DEFINED.

ATTACHMENT A-1: DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM ..... ERROR! BOOKMARK NOT DEFINED.

ATTACHMENT A-2: SAMPLE LETTER OF INTENT TO SUBCONTRACT WITH DBE FIRM ..... ERROR! BOOKMARK NOT DEFINED.

ATTACHMENT A-3: GOOD FAITH EFFORTS DOCUMENTATION FORM ..... ERROR! BOOKMARK NOT DEFINED.

ATTACHMENT A-5: EMPLOYMENT PRACTICES / EEO PLAN ..... ERROR! BOOKMARK NOT DEFINED.

ATTACHMENT B: BUY AMERICA CERTIFICATE ..... ERROR! BOOKMARK NOT DEFINED.

ATTACHMENT C: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION FROM TRANSACTIONS FINANCED IN PART BY THE U.S. GOVERNMENT ..... ERROR! BOOKMARK NOT DEFINED.

ATTACHMENT D: CERTIFICATION OF RESTRICTIONS ON LOBBYING ..... ERROR! BOOKMARK NOT DEFINED.

ATTACHMENT E: CARGO PREFERENCE -- USE OF UNITED STATES-FLAG VESSELS ..... ERROR! BOOKMARK NOT DEFINED.

ATTACHMENT F: SOLICITATION STATISTICS ..... ERROR! BOOKMARK NOT DEFINED.

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UTAH TRANSIT AUTHORITY

Disadvantaged Business Enterprises (DBE)

REQUIRED BID DOCUMENTS
CIVIL RIGHTS AND FTA MASTER AGREEMENT
CERTIFICATES AND ASSURANCES SECTION

INSTRUCTIONS FOR READER

The following section contains documents that are **REQUIRED** with the submittal of the bid / proposal. Failure to complete and submit these forms may result in rejection of the bid/proposal as non-responsive. Please read the following information carefully and complete the documents as it applies to your bid / proposal. This section is divided into the following areas:

Definition of Terms,
Disadvantaged Business Enterprise (DBE) Program,
Instructions to Bidders / Proposers,
Requirements, Terms and Conditions,
Instructions to Contractors,
Certifications and Assurances

- Equal Employment Opportunity and Disadvantaged Business Enterprise Statement
- Disadvantaged Business Enterprise Participation Form
- Sample Letter of Intent to Subcontract with DBE Firm
- Good Faith Efforts Documentation Form
- Buy America
- Debarment, Suspension and Other Ineligibility and Voluntary Exclusion From Transactions Financed In Part By The U.S. Government
- Restrictions on Lobbying
- Cargo Preference – Use of United States Flag Vessels
- Solicitation Statistics Form
- Requirement for Written Subcontracts

DEFINITION OF TERMS

- **Bidder / Proposer** – identifies an entity that is responding to a bid or proposal.
- **Disadvantaged Business Enterprise (DBE)** – firms that meet the criteria specified in 49 CFR Part 26 and are certified by the Utah Uniform Certification Program (UUCP). Utah Transit Authority's DBE webpage is located at http://www.rideuta.com/mc/?page=DoingBusiness-DisadvantagedBusinessEnterprises
- **Good Faith Efforts** means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

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- **Race conscious DBE participation** includes any time a DBE wins a prime contract through customary competitive procurement procedures, is awarded a subcontract on a prime contract that carries a DBE goal.
- **Race neutral DBE participation** Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE participation, providing assistance in overcoming limitations such as inability to obtain bonding or financing, providing technical assistance and other services. A race neutral contract DOES NOT mean the contract goal is 0%.
- **UTA** - Utah Transit Authority.
- **UUCP** – Utah Uniform Certification Program. The UUCP is the only certifying entity for the U.S. Department of Transportation Disadvantaged Business Enterprise (DBE) Program in the State of Utah. Current DBE firms are found on the UUCP DBE directory, which is located at http://www.udot.utah.gov/main/f?p=100:pg:883653018429668:::1:T,V:2252.

FEDERAL REGULATIONS TO IMPLEMENT THE DBE PROGRAM

Utah Transit Authority (Authority) shall not discriminate in the administration of its Disadvantaged Business Enterprise Program, or the requirements of 49 CFR Part 26. The Authority will take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Department of Transportation (DOT) assisted contracts. The Authority's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement.

It is the responsibility of each Bidder / Proposer to read, understand and comply with the Authority's DBE program and 49 CFR Part 26. The Authority's DBE Liaison Officer is available to help answer questions concerning the Authority's DBE program.

Implementation of the DBE program is a legal obligation and failure to carry out its terms will be treated as a violation of this agreement. Failure by the Authority to carry out the Authority's approved program may result in DOT-imposed sanctions as provided for under Part 26 and may, in appropriate cases, result in enforcement actions under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.) Bidders/ Proposers agree to indemnify the Authority for any such sanctions received as a result of the actions and omissions of Contractor or its subcontractors.

INSTRUCTIONS TO BIDDERS/ PROPOSERS

Bidders/ Proposers are required to complete and return Attachments A, A-1, A-2, A-3, and A-5 which obligates the Bidders/ Proposers to assert a good faith effort to attain the specified goal for DBE participation. A Bidder may satisfy the requirements of this section by having DBE status, by subcontracting portions of the work to DBEs, by entering into a joint venture with DBEs, or by submitting adequate documentation that a good faith effort to meet the goal was explored.

The attachments are defined as follows;

- **Attachment A – Equal Employment Opportunity and Disadvantaged Business Enterprise Statement**
  - **Attachment A-1 – Disadvantaged Business Enterprise Participation Form**
  - **Attachment A-2 – Sample Letter of Intent to Subcontract with a DBE Firm**
  - **Attachment A-3 – Good Faith Efforts Documentation form**
  - **Attachment A-5 – Employment Practices / Equal Employment Opportunity Plan**
- **Attachment B - Buy America Certification**
- **Attachment C - Certification Regarding Debarment, Suspension and Other Responsibility Matters**
- **Attachment D - Certification of Restrictions on Lobbying**

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- **Attachment E - Cargo Preference – Use of Untied States Flag Vessels**
- **Attachment F - Solicitation Statistics form (Required statistical data)**
- **Attachment G – Requirement for Written Subcontracts**

NOTE: The **Solicitation Statistics form** is a federal requirement (49 CFR 26.11) to collect statistical data of all bidders/proposers on federally assisted projects. This information is required with **ANY SUBCONTRACTOR** that is a part of your bid to UTA. Return the form from each proposer **with your bid package**.

Attachment A-3 – Good Faith Efforts Documentation Form is not required when a bidder / proposer certifies that there exists no opportunity for subcontracting, when a DBE is the prime contractor or the procurement is race neutral.

DBE CONTRACT GOAL

As required by 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs", the Authority will annually adopt an overall DBE goal for goods and services procured under the Authority's federally-assisted contracts. While the expected percentage of DBE participation may vary from contract to contract, the Authority sets a goal that it believes the overall goal to be realistically obtainable over the year.

The Contract DBE GOAL for 21-03488VW UTA Mount Ogden Business Unit Bus Facility Expansion – 10%

The amount of DBE participation will be determined by the dollar value of the work subcontracted to DBEs as compared to the total value of all work performed under this contract, and/or, by the percentage of the net profit which the parties agree will be shared by DBEs where a joint venture is entered into for the completion of the project.

COUNTING DBE PARTICIPATION TOWARD GOALS

When a DBE participates in a contract, the Authority will count only the value of the work actually performed by the DBE toward DBE goals. This information is documented on **ATTACHMENT A-1, DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM.** The Authority will include in this count the following:

1. The entire amount of that portion of a construction contract that is performed by the DBEs own forces. The cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate) is included in this amount.

2. The entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, Contractor, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract provided the Authority determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work, only if the DBEs subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

4. When a DBE performs as a participant in a joint venture, the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces, is counted toward DBE goals.

5. Expenditures to a DBE contractor is counted toward DBE goals, only if the DBE is performing a commercially useful function on that contract.

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A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, the DBE Liaison Officer will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, the DBE Liaison Officer will examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the Authority will presume that it is not performing a commercially useful function.

When a DBE is presumed not to be performing a commercially useful function as provided in this section, the DBE may present evidence to rebut this presumption. The Authority may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.

REQUIREMENTS, TERMS, AND CONDITIONS

A Disadvantaged Business Enterprise is a firm that has been certified by the Utah Uniform Certification Program (UUCP) to meet the criteria in 49 CFR Part 26. Only firms certified by the UUCP can receive DBE credit on federally assisted projects in the State of Utah. Firms must be certified as a DBE prior to the contract award for UTA to receive credit for a DBE firm's participation on a contract.

1. Bidders/ Proposers who fail or refuse to complete and return the applicable certifications to this RFP shall be deemed non-responsive and will not be awarded a contract.

2. Where bidders/proposers intend to attain their goal for DBE participation by subcontracting or use of a joint venture, they must **complete and submit** the following certifications as applicable. **Attachments A, A-1, A-2, A-3, and A-5** with your bid.

3. All Bidders/ Proposers are required to submit written assurance of meeting contract goals in their bids/proposals and will submit: (1) names of DBE subcontractors; (2) a description of the work they are to perform; and (3) the dollar value of each proposed DBE subcontract. In order to be a responsive Bidder / Proposer, a Bidder/ Proposer must meet the specified DBE contract goal or demonstrate sufficient good faith efforts to do so. Meeting the contract goal or making sufficient good faith efforts to do so is no less than meeting technical specifications or complying with bid or proposal procedures, is a necessary condition of responsiveness.

4. The Bidder / Proposer expressed goal stated in the **ATTACHMENT A-1 – DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM,** shall express the commitment on part of Bidder/Proposer to the percentage of DBE utilization during the term of the contract.

5. The commitment of the Bidder/Proposer to a specific goal is to meet DBE objectives and is not intended to be used and shall not be used, to discriminate against any qualified company or group of companies.

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6. The Bidders/ Proposers must actively and aggressively seek to meet the specific contract goal for the project or the overall goal if an individual contract goal has not been set. In determining whether a Bidder/ Proposer has made good faith efforts to ensure DBE participation if awarded the contract, the Authority may consider, and the Bidder/ Proposer must be able to provide, evidence regarding the good faith efforts. This information is provided on **ATTACHMENT A-3, GOOD FAITH EFFORTS DOCUMENTATION FORM.** Good Faith Efforts Documentation Form A-3 is not required when a bidder / proposer certifies that there exists no opportunity for subcontracting, when a DBE is the prime contractor or the procurement is race neutral.

The Authority will award a contract only to a Bidder / Proposer who makes good faith efforts to meet the established goal. A Bidder / Proposer has made good faith efforts if the Bidder / Proposer does either of the following:

Documents that it has obtained enough DBE participation to meet the goal; or
Documents that it has made adequate good faith efforts to meet the goal, including assurances that the Bidder/ Proposer has done the following:

(1) Attended any pre-solicitation or pre-bid meetings that were scheduled by the Authority to inform DBEs of contracting and subcontracting opportunities;
(2) Advertised information concerning the subcontracting opportunities in general circulation, trade association, and minority-focused media;
(3) Provided written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited, in sufficient time to allow the DBEs to participate effectively;
(4) Followed up initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested;
(5) Selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
(6) Provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;
(7) Negotiated in good faith with interested DBEs, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities;
(8) Assisted interested DBEs in obtaining bonding, lines of credit, or insurance required by the Authority or the Bidders/ Proposers, and;
(9) Used the services of available minority community organizations; minority contractor's groups; local, state, and Federal minority business assistance offices and other organizations that provide assistance in the recruitment and placement of DBEs.

For further guidance and additional steps to take concerning good faith efforts, see 49 CFR Part 26. A copy is included in the Authority's DBE Plan. The Authority's DBE Plan is available from the Authority upon request.

If the Authority determines that the apparent successful Bidder/ Proposer has failed to meet the foregoing requirements, before awarding the contract the Authority will provide the Bidder/ Proposer an opportunity for administrative reconsideration. As part of this reconsideration, the Bidder/ Proposer will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Authority's decision on reconsideration will be made by a DBE Administrative Hearing Officer. The Bidders/ Proposers will be given the opportunity to meet in person with the Authority's reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The Authority will send the Bidders/ Proposers a written decision on reconsideration, explaining the basis for finding that the Bidders/ Proposers did or did not meet the goal or make adequate good faith efforts to do so. The result of this reconsideration process is not administratively appealable to DOT.

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INSTRUCTIONS TO ALL CONTRACTORS

1. Termination of DBE Subcontractors. No contractor may terminate for convenience a DBE subcontractor listed in response to this request (or an approved substitute DBE firm) and then perform the work of the terminated subcontractor with its own forces or those of an affiliate, without the Authority's prior written consent.

   When a DBE subcontractor is terminated, or fails to complete its work on the contract for any reason, the prime contractor must make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts must be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal the Authority established for the procurement.

   The Authority reserves the right to order completion of the work (that was subcontracted to a DBE who is unable to perform successfully), by any of the following three methods:

   a. Modify or renegotiate the contract to compensate for reasonable extra costs or time necessary to obtain a DBE replacement.
   b. Modify or renegotiate the contract to provide for the completion of the work by the prime contractor.
   c. Order the work completed by the prime contractor to be reimbursed as provided for in subsection 00910, Force Account Work of the Standard Specifications.

   Termination of a DBE subcontractor in contravention of these requirements will be a material breach of the contract and will result in forfeiture by the Contractor of the contract amounts that should have been accomplished by DBE participation.

   This section will also apply to DBE Bidder / Proposer for prime contracts. In determining whether a DBE Bidder / Proposer for a prime contract has met the established contract goal, the Authority will count the work the DBE has committed to perform with its own forces as well as the work that it has committed to be performed by DBE subcontractors and DBE suppliers.

2. Prompt payment mechanisms as an inducement for DBE participation. The Contractor will pay all subcontractors for satisfactory performance of their contracts no later than thirty (30) days from receipt of each payment the Authority makes to Contractor.

3. Contractor will return retainage payments to the subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed, unless Contractor has received its retention proceeds from the Authority, then the preceding paragraph will apply. The prime contractor cannot withhold retainage past 30 days. This clause applies to both DBE and non-DBE subcontracts.

4. Upon notification to the Authority that appropriate payments have not been made by Contractor to its subcontractors, the Authority will give written notice to Contractor that it has breached the contract. If Contractor fails to immediately correct the breach, the Authority may elect to withhold from future payments due Contractor monies sufficient to pay the outstanding amounts due subcontractors. Contractor will be responsible to pay interest at the statutory rate on the amounts it owes subcontractors for amounts not paid when originally due. Repeated or continued failure by Contractor to make appropriate payments to subcontractors will be a material breach of the contract and may result in termination of the contract and denial of future opportunities to bid on the Authority's projects.

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5. The Contractor will maintain those records and documents for three (3) years following performance of the contract which indicate compliance with these DBE requirements. These records and documents, or copies thereof, will be made available at reasonable times and places for inspection by any authorized representative of the Authority and will be submitted to the Authority upon request; together with any other compliance information which such representative may require.

6. Monitoring. The Authority's DBE Liaison Officer will monitor the work committed to DBEs under this contract to determine what work is actually performed by the DBEs. Contractor will provide all information requested by the DBE Liaison Officer to enable the Authority to keep a running tally of DBE attainments (e.g., payments actually made to DBE firms). The Authority will give credit for DBE participation toward overall or contract goals only when payments are actually made to DBE firms.

7. DBE Financial Institutions. The Authority continues to seek services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in its geographic area. To date, no such financial institutions exist in the State of Utah. The Authority will encourage prime contractors to use such institutions as they are identified.

A hard copy of the directory is available upon request to the UTA DBE Liaison Officer, located in the Authority's Civil Rights Office.

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ATTACHMENT A: EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE STATEMENT

The undersigned states on behalf of the Bidder / Proposer R&O Construction.

A. The Bidder / Proposer has given or will give, prior to the commencement of an approved UTA project, notice to all pertinent personnel, i.e., managers, supervisors, employees, unions, subcontractors, etc. of the Bidder / Proposer EEO and DBE policies and procedures and its intent and effort to realize such procedures in connection with the EEO and DBE requirements that UTA is required to follow as a Federal Transit Administration Grantee.

B. Bidder / Proposer designates --

Name Todd Zampedri

Title Senior Estimator

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

C. Bidder / Proposer will cooperate fully with UTA and ensure equal employment opportunity to the maximum extent possible during the term of this contract. Attachment A-5 must be completed and submitted. If the Bidder / Proposer employs 50 or more persons and, or will be entering into a contract hereunder in an amount of $50,000 or more, then an EEO Plan for employment of minorities and women must be submitted. UTA will further be kept fully informed of any refusals by unions or others to cooperate with UTA's and the Bidder / Proposer EEO and DBE requirements.

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

Company Name: R&O Construction

Address: 933 Wall Ave., Ogden, UT 84404

Signed:

Title: Senior Estimator

Phone Number: 801-337-6339

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ATTACHMENT A-1: DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM

DBE PROJECT GOAL 10%

The Bidder / Proposer must check the appropriate box, provide the information requested, and sign this form certifying to the accuracy of the information provided, and submit this form with its bid. Failure to complete and submit this form may result in rejection of the bid/proposal as non-responsive. Race neutral procurements do not require good faith effort documentation.

☑ **Bidder / Proposer *will meet or exceed* the DBE goal for this contract.** If awarded this contract, Bidder / Proposer will subcontract with the DBEs listed below, which will be performing a total of Ten **percent (10 %)** of the total dollar amount of the contract work.

Bidders/Proposers shall submit and attach evidence with this form that the DBEs being submitted for work on this project are presently certified by the Utah Uniform Certification Program (UUCP). The DBE Letters of Intent (Attachment A-2) are included with this DBE Participation Form.

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

(Attach additional sheets if necessary)

☐ Bidder / Proposer *does not* meet the DBE goal for this contract. **Bidder / Proposer certifies that it has made good faith efforts** in accordance with the bid/proposal instructions to meet the DBE goal, but, despite those efforts, has been unable to meet the goal. The Good Faith Efforts Documentation Form (Attachment A-3) is attached to this DBE Participation Form. **Please list above ANY DBE participation your firm has committed to.**

☐ Bidder / Proposer *does not* meet the DBE goal for this contract. **Bidder / Proposer certifies that there exists no opportunity for subcontracting as part of this project.** It is the general practice of Bidder / Proposer's firm to perform all work of this nature solely with its own work force and to do otherwise would constitute a violation of industry standards. Attachment A-3, Good Faith Effort Documentation Form, is not required under this selection.

Date: October 6, 2021

Company Name: R&O Construction

Signature: Todd Zampedri

Printed Name: Todd Zampedri

Title: Senior Estimator

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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/Proposal Number)*

(Appropriate Salutation)

Our firm is submitting a bid/proposal with the intent to be awarded a contract with the Utah Transit Authority for the performance of the above-referenced project and if our firm is awarded the contract, shall as act as prime contractor for this project.

Please sign this "Letter of Intent to Subcontract" to verify that you are willing to participate and enter into a subcontract with our firm to provide *(specify equipment, materials, supplies, services, etc.)* in the amount of $ 375,000.00, 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:

Signature

Shante Fox
Printed Name

President
Title

Prime Contractor:

Signature

Todd Zampedri
Printed Name

Senior Estimator
Title

NOTE: Submit this letter with specific information and it signed by the proposed DBE company. All equipment, materials, supplies, and services to be provided by the DBE subcontractor must be listed, and all amounts to be paid to the DBE subcontractor must be specified.

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Lake Town Mechanical, LLC
2500 South 3400 West, West Valley City, UT. 84119

Estimate

PROJECT INFORMATION

NAME: UTA MOBU Expansion

Address: 137 West 17th Street

City State Zip: Ogden, UT

Date: October 5, 2021

SCOPE BASE BID **ADDENDUMS ACKNOWLEDGED: 0**

- Provide one ERV with seismic rated curb, OA and RA filters and factory startup.
- Provide one 40-foot 80k btu radiant tube heater with flue through the roof.
- Provide one lot of internally lined square galvanized duct and fittings for the return air
- Provide one lot of square galvanized duct and fittings for the supply air
- Provide one lot of spiral galvanized duct and fittings for the supply air
- Provide one lot spiral galvanized duct for exhaust hood and fans to include gooseneck termination
- Mechanical Controls
- One lot of 15 GRDs
- Final test and balance

Clarifications/Deviations to 237400 for ERV-1

- 2.1.E.4: OA Filters are 12" deep per the schedule
- 2.1.H.2: Sump is bolted together, not welded, sump overflow is 1.5" into the safety drain, and the drain line is 1.25"
- 2.1.H.3: Side walls and panels are 18-gauge SS
- 2.1.H.5: pump manufacturer is Little Giant, and the flushing valve is 0.75"
- 2.1.H.6: Float valve is 1"

** We are a WOSB and we acknowledge this is a Davis Bacon, and Buy America project**

Excludes:

BIM, motor starters, undercutting of doors, ceiling mounted access doors, cutting, pouring, or patching of concrete or brick, natural or propane gas piping, hot and cold- water piping, steam piping, condensate piping, patching and or painting of walls, ducts, ceilings, roofs, and anything not specifically mentioned under scope. All work to be performed between normal business hours of M-F 6:00 AM - 5:30 PM. Any work needing preformed outside these hours will require additional charges. Estimate is only valid for 15 days.

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Estimate Base Bid: *$ 375,000*

The Above pricing, specifications, and conditions are satisfactory and are hereby accepted. Lake Town Mechanical L.L.C. is authorized to do the work as specified above. No work will be performed without this estimate being signed and returned. We reserve the right to charge a 1.5% monthly interest fee or maximum amount allowed by Utah state law on invoices overdue greater than 45 days. By signing this you agree to all terms stated.

Acceptance of Estimate:_____Date of Acceptance: _____

Dave Fox 435.241.8711

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ATTACHMENT A-5: EMPLOYMENT PRACTICES / EEO PLAN

A) Contractors that have less than 50 employees or have a contract for less than $50,000 yet more than $10,000 are responsible to complete the following information outlining their employment goals on this UTA project.

Prepared By: _____
(Print name & title)

Solicitation No. _____

Name of Project _____

Location of Workforce _____

Prime Contractor _____

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 contractors)

If the contractor has 50 or more employees and a contract of $50,000 or more is contemplated, an EEO Plan should be submitted in lieu of this form per the specifications noted in the instruction to offerors.

Signature and Title of Company Official (Contractor)

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Section 2 – Employment Policies

2-1. Equal Employment Opportunity

R&O Construction is an Equal Opportunity Employer that provides equal employment opportunities to all employees and applicants for employment without regard to race, color, ancestry, national origin, gender, sexual orientation, marital status, religion, age, disability, gender identity, results of genetic testing, service in the military, or any other characteristic protected by applicable federal, state or local laws. Equal employment opportunity applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

The Company will endeavor to make a reasonable accommodation to the known physical or mental limitations of qualified employees with disabilities unless the accommodation would impose an undue hardship on the operation of our business or a safety risk. If employees need assistance to perform their job duties because of a physical or mental condition, please contact the Director of Human Resources.

The Company will endeavor to accommodate the sincere religious beliefs of its employees to the extent such accommodation does not impose an undue hardship on the Company's operations. If employees wish to request such an accommodation, they should speak to the Director of Human Resources.

Any employee with questions or concerns about equal employment opportunities in the workplace is encouraged to bring these issues to the attention of the Director of Human Resources. The Company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If an employee feels he or she has been subjected to any such retaliation, he or she should bring it to the attention of the Director of Human Resources, in-house legal counsel, or the President. To ensure our workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge. All employees must cooperate with all investigations.

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ATTACHMENT B: BUY AMERICA CERTIFICATE

Solicitation No. 21-03588vw

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 — October 6, 2021 — Date

Senior Estimator
Title

R&O Construction
Name of Company/Offerer

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 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 proposal, the bidder or proposer 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 proposer 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 proposer 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 proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

If the bidder or proposer 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 Proposer Authorized Official

Todd Zampedri, R&O Construction
Name and Title of the Bidder or Proposer Authorized Official

FEDERAL ID # 87-0357889

October 6, 2021
Date

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Instructions for Certification

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

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

(1) The prospective contractor certifies, by submission of this bid or proposal, 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 proposal.

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," "proposal," 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 proposal 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 proposal 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 Nonprocurement 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, Todd Zampedri, Senior Estimator, hereby certifies
(Name and Title of Company Official)
on behalf of R&O Construction 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 6th day of October, 2021.

By _____
(Signature of Authorized Official)

Senior Estimator
(Title of Authorized Official)

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Executed this 6th day of October, 2021.

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(Signature of Authorized Official)

Senior Estimator
(Title of Authorized Official)

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Executed this 6th day of October, 2021.

By _____
(Signature of Authorized Official)

Senior Estimator
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(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.

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Executed this 6th day of October, 2021.

By _____
(Signature of Authorized Official)

Senior Estimator
(Title of Authorized Official)

DocuSign Envelope ID: 2EF80CB9-1D86-49EA-ADDF-18DA96AB57E8

"General Decision Number: UT20210089 05/14/2021

Superseded General Decision Number: UT20200089 State: Utah
Construction Type: Building

Counties: Morgan and Weber Counties in Utah.
BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	04/16/2021
2	05/14/2021

CARP0801-002 10/01/2019

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	Rates	Fringes
CARPENTER (Drywall Hanging AND Metal Stud Installation only)	$28.48	12.63

ELEC0354-001 01/21/2021

	Rates	Fringes
ELECTRICIAN (Low Voltage Wiring Only)	$ 26.76	14.40+1.5%
ELECTRICIAN	$ 35.19	1.3%+13.54

PAIN0077-003 07/01/2019

	Rates	Fringes
DRYWALL FINISHER/TAPER	$ 27.50	7.05

PLUM0140-001 08/01/2020

	Rates	Fringes
PLUMBER/PIPEFITTER	$38.35	13.53

* SFUT0669-003 04/01/2021	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$36.50	22.17

SHEE0312-002 07/01/2017	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation	$33.36	11.36

SUUT2012-021 07/29/2014	Rates	Fringes
BRICKLAYER	$22.13	1.67
CARPENTER (Acoustical Ceiling Installation Only)	$21.00	3.20
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, and Metal Stud Installation	$20.68	5.49
CEMENT MASON/CONCRETE FINISHER	$16.00	0.00
INSULATOR – MECHANICAL (Duct, Pipe & Mechanical System Insulation)	$17.76	1.83
IRONWORKER, STRUCTURAL	$20.21	3.22
LABORER: Common or General	$12.78	0.00

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LABORER: Irrigation	$9.50	0.00
LABORER: Mason Tender - Brick	$16.38	1.00
LABORER: Mason Tender – Cement/Concrete	$13.87	0.14
LABORER: Pipelayer	$13.57	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$16.92	0.00
OPERATOR: Loader	$19.34	0.00
PAINTER (Brush, Roller and Spray, Excluding Drywalling/Tapping)	$15.33	0.00
ROOFER	$15.62	0.00
TILE FINISHER	$13.54	0.00
TILE SETTER	$23.00	0.00
TRUCK DRIVER	$17.74	2.66

WELDERS – Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by

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the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

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

005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

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Exhibit F
Proposal Clarifications

R&O Construction proposes to furnish all labor, material, supervision, and management services for the above listed projects at UTA Mount Ogden Business Unit in Ogden, UT. Please see attached bid forms for the pricing on this project. Our pricing is dependent upon the clarifications described below:

R&O Construction exclude the following from their bid proposal:

- Tests & inspections
- Building Permit & Fees
- Access Controls – By Owner
- Fire Alarm – By Owner

Further Clarification

- Performance and Payment Bonds are included, and the amount is $22,504.00

Due to the current COVID-19 Pandemic the following conditions are to be considered part of this bid proposal. This will take effect March 25, 2020, until further notice.

This Proposal is conditioned upon a lack of impact due to the COVID-19 Pandemic ("COVID-19 Impact"), including but not limited to quarantine, travel restrictions, labor or material shortages, increased costs, actions by Federal, State, or local government, or similar consequences. R&0 will use its best efforts to maintain the price and schedule set forth in the Proposal but reserves the right to modify the Proposal in the event of a COVID-19 Impact prior to the Parties reaching a final contract.

Pricing is good for 30 days.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 12/1/2021

TO:	Board of Trustees
THROUGH:	Mary DeLoretto, Interim Executive Director
FROM:	David Hancock, Acting Chief Service Development Officer
PRESENTER(S):	David Hancock, Acting Chief Service Development Officer Kyle Stockley, Rail Infrastructure Project Manager

TITLE:

Contract: Slewing Ring Parts for Light Rail Overhaul (Siemens Mobility Inc.)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve award and authorize the Executive Director to execute the purchase order and associated disbursements with Siemens Mobility Inc.in the amount of $694,224

BACKGROUND:
As part of the Light Rail Overhaul Program, the slewing rings need to be overhauled. The rings have reached the end of their useful life and require replacement. The slewing ring mounts on top of the power and center trucks. This allows the vehicle to articulate smoothly during operation.

DISCUSSION:
This is a sole source procurement. It has been deemed that there would be significant duplication of costs if another source was selected, and would be cost prohibitive. The sole source documentation has been reviewed and approved following UTA's internal process.

The slewing rings are manufactured by Thyssenkrupp. Their exclusive authorized distributer is Siemens Mobility Inc. UTA staff performed due diligence in an unsuccessful attempt to find alternate distributors, but Thyssenkrupp has given Siemens an exclusive license to distribute these particular parts. UTA Staff will perform the installation.

UTA is requesting approval from the Board to authorize the Executive Director to procure the parts to overhaul

the slewing rings on the SD100 and SD160 light rail vehicles for the amount of $694,224.

CONTRACT SUMMARY:

Contractor Name:	Siemens Mobility Inc.
Contract Number:	21-03515
Base Contract Effective Dates:	P.O. issuance in 12/21 with shipment ASAP.
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Amount Contract Value:	$694,224
Procurement Method:	Sole Source
Funding Sources:	UTA Funds

ALTERNATIVES:

If we do not overhaul the slewing rings the light rail vehicles will not operate as intended which will cause service delays.

FISCAL IMPACT:

This budget is included in the 2021-2022 Capital Program under project code: SGR040

ATTACHMENTS:

1) UTA PO#2103515

Siemens Mobility Inc **PO Box 3498** **Carol Stream IL 60132**		**Utah Transit Authority**	PURCHASE ORDER NUMBER **OG**	**2103515**
			PO Number Must Appear On All Invoices And Shipments	
			VENDOR NUMBER	**PO DATE**
			1478795	10/29/2021
SEND INVOICE TO:	**SHIP TO:**	*An Equal Opportunity Employer*	**ORDER TAKEN BY**	**FOB**
AP@RIDEUTA.COM	**ATTENTION: RECEIVING**			*
669 W 200 S	**2264 S 900 W**	**801-287-3008**	**BUYER**	**PAGE NUMBER**
SLC, UT 84101	**Salt Lake City UT 84119**	**www.rideuta.com**	Higgins, Jolene M	1 of 1

Confirmation: Do not Duplicate — Ship as soon as possible. Early Shipments Allowed

Utah Transit Authority Is Tax Exempt — Total PO Value: 694,224.00 — Higgins, Jolene M

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
3	00009821	2/24/22	34 EA	A3882600	SLEWING RING, CT SD160	10446.0000	355,164.00
4	00009821	2/24/22	34 EA	A1388800	SLEWING RING, POWER TRUCK	5230.0000	177,820.00
5	00009821	2/24/22	40 EA	A2V00102021994	SLEWING RING, POWER TRUCK	4031.0000	161,240.00

Michael Bell

Digitally signed by Michael Bell
Date: 2021.11.04 13:34:35 -06'00'

*Unless otherwise expressly agreed in a written document executed by Utah Transit Authority ("UTA"), this Purchase Order is subject to UTA's standard terms and conditions revision date: September 2020, effective as of the date of this Purchase Order. UTA's standard terms and conditions are found at **http://www.rideuta.com/-/media/872EE81C35F84C6C880E221E756EEA7B.ashx**. Vendor's acceptance of this Purchase Order is limited to the express terms of UTA's standard terms and conditions, without modification. Vendor's delivery of the Goods or commencement of performance of Services identified in this Purchase Order are effective modes of acceptance. Any proposal for additional or different terms or any attempt by Vendor to vary in any degree any of the terms of the Contract, are hereby objected to and rejected (and this Purchase Oder shall be deemed accepted by Vendor without the additional or different terms).*

If this Purchase order is purchased using a State Contract, then terms and conditions are pursuant to that State Contract.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 12/1/2021

TO:	Board of Trustees
THROUGH:	Mary DeLoretto, Interim Executive Director
FROM:	David Hancock, Acting Chief Service Development Officer
PRESENTER(S):	David Hancock, Acting Chief Service Development Officer Kyle Stockley, Rail Infrastructure Project Manager

TITLE:

Contract: S70 Auxiliary Power Supply (APS) Replacement for Light Rail Overhaul (Siemens Mobility, Inc.)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve award and authorize Executive Director to execute the contract and associated disbursements with Siemens Mobility Inc. in the amount of $5,777,981.

BACKGROUND:
UTA released a best value RFP for the replacement of the auxiliary power supply on the S70 light rail vehicles. This project is part of the Light Rail Overhaul Program. . The APS powers the HVAC, lights, signs, and other non -propulsion systems on the vehicle. The expense contract would replace 77 APS's and procure 2 spares. There were 6 responding firms and Siemens Mobility Inc. was the winning bid and the price was deemed fair and reasonable based on the competitive nature of the procurement.

DISCUSSION:
UTA staff is requesting approval from the Board of Trustees to authorize the Executive Director to execute a contract with Siemens Mobility Inc. to replace the APS on the S70 light rail vehicles for the amount of $5,777,981.00 The project would be effective through 12/31/2023. The funding would be covered by the Light Rial Overhaul program.

CONTRACT SUMMARY:

Contractor Name:	Siemens Mobility Inc.
Contract Number:	21-03437
Base Contract Effective Dates:	12/1/21 through 12/31/2023
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Amount Contract Value:	$5,777,981
Procurement Method:	Best Value RFP
Funding Sources:	SGR Capital Light Rail Overhaul Program: SGR040

ALTERNATIVES:

If we do not replace the APS on the light rail vehicles, they will not operate as intended which will cause service delays.

FISCAL IMPACT:

This budget is included in the 2021-2023 Capital Program under project code: SGR040

ATTACHMENTS:

Contract

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GOODS AND SERVICES SUPPLY AGREEMENT

UTA CONTRACT NO. 21-03437

S70 Auxiliary Power Supply (APS) Replacement

THIS GOODS AND NON-PROFESSIONAL SERVICES SUPPLY AGREEMENT ("Contract") is entered into and made effective as of the date of last signature below. ("Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and SIEMENS MOBILITY INC., a Delaware corporation having an office located at 7464 French Road, Sacramento, California 95828 (the "Contractor").

RECITALS

WHEREAS, on June 10, 2021, UTA received competitive proposals to replace the Auxiliary Power Supply (APS) on the S70 Light Rail Vehicles and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation (the "Goods and Services") according to the terms, conditions and specifications prepared by UTA in RFP 21-03437 (the "RFP"); and

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

WHEREAS, Siemens Mobility Inc. submitted a proposal on June 10, 2021 in response to the RFP ("Contractor's Proposal) was deemed to be the most advantageous to UTA; and

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

AGREEMENT

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

1. GOODS AND SERVICES TO BE PROVIDED BY CONTRACTOR

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

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2. TERM

This Contract shall commence as of the Effective Date. The Contract shall remain in full force and effect until all Goods have been delivered and all Services have been performed in accordance with the Contract (as reasonably determined by UTA). Contractor shall deliver all Goods and perform all Services no later than December 31, 2023. This guaranteed completion date may be extended if Contractor and UTA mutually agree to an extension evidenced by a written Change Order. 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 (not to exceed amount of $5,777,981). If Exhibit B does not specify any milestones or other payment provisions, then payment shall be invoiced after the Goods have been delivered and the Services have been performed. In no event shall advance payments be made.

4. INCORPORATED DOCUMENTS

a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:

    1. The terms and conditions of this Goods and Services Supply Agreement (including any exhibits and attachments hereto).
    2. Contractor's Proposal including, without limitation, all federal certifications (as applicable);
    3. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services;

b. The above-referenced documents are made as fully a part of the Contract as if hereto attached or herein repeated. The Contract (including the documents listed above) constitute the complete contract between the parties.

5. ORDER OF PRECEDENCE

The Order of Precedence for this contract is as follows:

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

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

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6. LAWS AND REGULATIONS

The Contractor shall comply with all applicable laws and regulations in effect as of the execution of the Contract without any increase in the Contract Price or adjustment to the Schedule on account of such compliance. To the extent any change to applicable laws and regulations after the execution of the Contract requires an increase in the Contract Price or adjustment to the Schedule, UTA shall issue a Change Order to account for such change.

7. INSPECTION, DELIVERY AND TRANSFER OF TITLE

a. Upon UTA's request, UTA's representative shall be provided access to Contractor's facilities to obtain information on production progress and to make inspections during the manufacturing or assembly process. Contractor will make reasonable efforts to obtain, for UTA, access to subcontractor facilities for the purposes described above. If the specifications include pre-shipment inspection requirements, Goods shall not be shipped until UTA or its designee has inspected the Goods, and authorized Contractor to proceed with the shipment.

b. Delivery of the Goods is a substantial and material consideration under the Contract. Unless otherwise specifically set forth in the pricing schedule: (i) Contractor shall be solely responsible for the delivery of the Goods FOB to the delivery point specified in the Contract (or otherwise designated by UTA) and all costs related thereto are included in the pricing; and (ii) Contractor shall retain all liabilities and risk of loss with respect to the Goods until the Goods are delivered to, and accepted by, UTA.

c. After delivery, the Goods shall be subject to inspection, testing and acceptance by UTA, including any testing or commissioning process described in the specifications. UTA shall have the right to reject any Goods or Services that are defective or do not conform to the specifications or other Contract requirements. Goods or Services rejected shall be replaced, repaired or re-performed so as to conform to the Contract (and to UTA's reasonable satisfaction). If Contractor is unable or refuses to correct such Goods within a time deemed reasonable by UTA, then UTA may cancel the order in whole or in part. Any inspection and testing performed by UTA shall be solely for the benefit of UTA. Neither UTA's inspection of the production processes, production progress and/or Goods or Services (nor its failure to inspect) shall relieve Contractor of its obligations to fulfill the requirements of the Contract, or be construed as acceptance by UTA.

Contractor warrants that title to all Goods covered by an invoice for payment will pass to UTA no later than the time of payment. Contractor further warrants that upon submittal of an invoice for payment, all Goods and/or Services for which invoices for payment have been previously issued and payments received from UTA shall be free and clear of liens, claims, security interests or encumbrances in favor of Contractor or any subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided equipment, materials, and labor related to the equipment and/or work for which payment is being requested.

8. INVOICING PROCEDURES

a. Contractor shall 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 Goods and satisfactory performance

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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. 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.

9. **WARRANTY OF GOODS AND SERVICES**

a. Contractor warrants that all Goods (including hardware, firmware, and/or software products that it licenses) and Services shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further warrants that all Goods and Services shall be of the quality specified, or of the best grade if no quality is specified, and, unless otherwise provided in the Contract, will be new, and free from defects in design, materials and workmanship.

b. Contractor warrants that all Goods and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.

c. At any time for a period of three (3) years from the date of installation and all Services have been performed in accordance with the Contract, Contractor shall at its own expense promptly repair, replace and/or re-perform any Goods or Services that are defective or in any way fail to conform to the Contract requirements.

d. If Contractor fails to promptly make any repair, replacement or re-performance as required herein, UTA may conduct the necessary remedial work at Contractor's expense. Contractor cannot void the warranty for repair, replacement or re-performance performed under these circumstances. Provided that such repair, replacement or re-performance is conducted in a reasonable manner and with workmanship and care consistent with industry standards, Contractor shall reimburse UTA for the cost of any warranty repair, replacement or re-performance self-performed by UTA.

e. The warranty shall be tracked by serial number on a per unit basis. For the defects identified during warranty period, Contractor shall submit the scope of corrective work to UTA for review and approval. The maximum time allowed to carry out such work shall not exceed 10 working days after Contractor receives the failed unit(s), unless the nature of the repair or re-performance, or the lead time for replacement, requires more than 10 working days, in which case the parties acting in good faith shall seek to agree upon a reasonable extension of time. Hardware repair procedures, and timelines, shall be approved by UTA.

f. When an identical failure of a particular component or, subsystem, product, part, apparatus, article, or other Material occurs within the applicable warranty period on 10%

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or more of the APS units supplied by Contractor, then 100% of such item, including those with expired warranty, will be deemed to require an approved redesign, replacement, or adjustment under this warranty.

g. Such warranty actions will be termed a "fleet defect" and will be cured only by a field modification instruction (FMI) approved by UTA. The FMI must be organized to maximize configuration control, quality, safety, and speed of completion. The FMI program must also ensure that sufficient industrial engineering and Materials planning is available for each and every FMI to minimize downtime of the vehicles. The component or, subsystem, product, part, apparatus, article, or other Material affected by the FMI must have their warranty extended by one year from the date of completion of the FMI Work, or until the expiration of the previously effective warranty period, whichever is longer.

h. UTA will remove defective APS units from the vehicle. If the APS unit requires shipment back to Contractor's facility, then this shall be at Contractor cost. Contractor shall provide a Return Authorization for any APS unit sent for repair.

i. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER WARRANTY OBLIGATION ON THE PART OF SIEMENS. Notwithstanding the foregoing, Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to the Contract unless specified and mutually agreed upon in the Contract. In general, Contractor warrants that: (1) the Good will live up to all specific claims that the manufacturer makes in their advertisements, (2) the Goods will be suitable for the ordinary purposes for which such items are used, and (3) the Goods have been properly designed and manufactured. Nothing in this warranty will be construed to limit any rights or remedies UTA may otherwise have under the Contract.

10. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT

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

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11. GENERAL INDEMNIFICATION and LIMITATION OF LIABILITY

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") asserted against UTA by third parties 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 intentional misconduct or negligent acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of the failure of such Contractor to conform to federal, state, and local laws and regulations. If an employee of Contractor, a subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnitee, Contractor's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS CONTRACT, CONTRACTOR SHALL NOT BE LIABLE TO UTA FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION OR LOST PROFITS OR REVENUE. THE MAXIMUM LIABILITY OF CONTRACTOR TO UTA SHALL BE CAPPED AT 100% OF THE CONTRACT PRICE. THIS LIMITATION SHALL NOT BE CONSTRUED TO LIMIT CONTRACTOR'S OBLIGATION TO INDEMNIFY UTA WITH RESPECT TO THIRD PARTY CLAIMS.

12. INSURANCE REQUIREMENTS

a. Contractor and subcontractors shall procure and maintain until all of its obligations have been discharged (including satisfaction of all warranty periods under the Contract), insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

b. The insurance requirements herein are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. UTA 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 the Contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

c. 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.

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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

The policy shall be endorsed to include the following additional insured language: "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."

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

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

The policy shall be endorsed to include the following additional insured language: "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."

4. **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

Policy shall contain a waiver of subrogation against UTA.

d. The policies shall include, or be endorsed to include, the following provisions:
   1. On insurance policies where UTA is named as an additional insured, UTA shall be an additional insured to the full limits of liability purchased by the Contractor. Insurance limits indicated in the Contract are minimum limits. Larger limits may be indicated after the Contractor's assessment of the exposure for the Contract; for its 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.

e. Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Utah and with an "A.M. Best" rating of not less than A-VII. UTA in no

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way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

f. Contractor shall furnish UTA with certificates of insurance (ACORD form or equivalent approved by UTA) as required by the Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

g. Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to UTA separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.

h. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. UTA is 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.

13. **OTHER INDEMNITIES**

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

b. Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or claims made or filed against UTA on account of any Goods or Services furnished by subcontractors of any tier; and (ii) keep UTA property free and clear of all liens or claims arising in conjunction with any Goods or Services furnished under the Contract by Contractor or its subcontractors of any tier. If any lien arising out of the Contract is filed in conjunction with any Goods or Services furnished under the Contract, Contractor, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction.

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If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

c. Contractor will defend, indemnify and hold UTA, its officers, agents and employees harmless from liability of any kind or nature, arising from Contractor's use of any copyrighted or un-copyrighted composition, trade secret, patented or un-patented invention, article or appliance furnished or used in the performance of the Contract.

14. **INDEPENDENT CONTRACTOR**

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

15. **STANDARD OF CARE.**

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

16. **USE OF SUBCONTRACTORS**

a. 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

17. **CONTRACTOR SAFETY COMPLIANCE**

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UTA is an ISO 14001 for Environmental Management Systems, ISO 9001 Quality and Performance Management, and OSHAS 18001 safety systems Management Company. Contractor, including its employees, subcontractors, authorized agents, and representatives, shall comply with all UTA and industry safety standards, NATE, OSHA, EPA and all other State and Federal regulations, rules and guidelines pertaining to safety, environmental Management and will be solely responsible for any fines, citations or penalties it may receive or cause UTA to receive pursuant to this Contract. Each employee, contractor and subcontractor must be trained in UTA EMS and Safety Management principles. Contractor acknowledges that its Goods and Services might affect UTA's Environmental Management Systems obligations. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA

18. ASSIGNMENT OF CONTRACT

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

19. ENVIRONMENTAL RESPONSIBILITY

UTA is ISO 14001 Environmental Management System (EMS) certified. Contractor acknowledges that its Goods and/or Services might affect UTA's ability to maintain the obligation of the EMS. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

20. SUSPENSION OF WORK

a. UTA may, at any time, by written order to 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.

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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 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: UTA shall have the right to terminate the Contract at any time by providing written notice to Contractor. If the Contract is terminated for convenience, UTA shall pay Contractor: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.

b. **FOR DEFAULT:** If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor ten(10) business days written notice to commence to cure such default:

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

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) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Contractor shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Contractor's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain

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available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Goods and Services furnished by Contractor prior to termination.

22. **CHANGES**

a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:

a. In the Scope of Services;
b. In the method or manner of performance of the Work; or
c. 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 must provide UTA with information and documentation reasonably demonstrating the actual

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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**

a. Any documents, reports, information, or other data and materials available to or prepared or assembled by Contractor or subcontractors 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.

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

1. Information already in the public domain;

2. Information disclosed to Contractor by a third party who is not under a confidentiality obligation;

3. Information developed by or in the custody of Contractor before entering into this Contract;

4. Information developed by Contractor through its work with other clients; and

5. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

25. **PUBLIC INFORMATION.**

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

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26. **PROJECT MANAGER**

UTA's Project Manager for the Contract is Kyle Stockley, 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) 287-3048.

27. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Jolene Higgins, or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Grants & Contracts Administrator at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801)287-1925.

28. **CONFLICT OF INTEREST**

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

29. **NOTICES OR DEMANDS**

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

If to UTA:

Utah Transit Authority
ATTN: Jolene Higgins
669 West 200 South
Salt Lake City, UT 84101

jhiggins@rideuta.com

If to Contractor:

Siemens Mobility, Inc.
ATTN: Reiner Martin
5301 Price Ave.
McClellan Park, CA 95652
reiner.g.martin@siemens.com

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

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30. CLAIMS/DISPUTE RESOLUTION

a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 20. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.

c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.

d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

Level of Authority	Time Limit
UTA's Project Manager, Kyle Stockley/Russell Mullins Project Manager	Five calendar days
UTA's Director of Asset Management David Hancock /Reiner Martin Director of Customer Services	Five calendar days
UTA's Contractor's Chief Service Development Officer Mary DeLoretto/Reiner Martin Director of Customer Services	Five calendar days

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

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

31. GOVERNING LAW

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

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32. **COSTS AND ATTORNEY FEES.**

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

33. **SEVERABILITY**

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

34. **AMENDMENTS**

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

35. **FORCE MAJEURE**

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

36. **NO THIRD PARTY BENEFICIARIES**

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

37. **ENTIRE AGREEMENT**

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

38. **COUNTERPARTS**

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

39. **NONWAIVER**

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

40. **SALES TAX EXEMPT**

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

41. **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.

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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
Interim Executive Director
Date: _____

By_____
David Hancock
Director of Asser Management
Date: _____

Approved as to Content and Form

DocuSigned by:
Mike Bell
361F16F83870...
11/2/2021
Mike Bell
Assistant Attorney General

UTA Counsel

Reviewed & Recommended

DocuSigned by:
Kyle Stockley
11/2/2021
Kyle Stockley
Rail Infrastructure Project Manager

UTA Project Code: SGR040

SIEMENS MOBILITY INC.

DocuSigned by:
By_____
8B15AE9C6B494E1...
Vice President, Customer Services

Date: 11/3/2021

DocuSigned by:
By Natalie Liggett
C43121B6032348D...
Senior Director of Finance

Date: 11/3/2021

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Exhibit A

Scope of Work

1. INTRODUCTION

The purpose of this document is to align the scope of work for this project to replace, rather than to overhaul, the existing Auxiliary Power Supply (APS) for UTA S70 Light Rail Vehicles (LRV). This document lays out the technical description, functions and operations, other Customer requirements, and RFP requirements that shall be applied to the replacement system, as mandated by the Customer.

2. TECHNICAL DESCRIPTION

Contractor will design, manufacture, and replace the Auxiliary Power Supply (APS) units for the 77 S70 Siemens Light Rail Vehicles (LRVs) and 2 spare units, for a total of 79 units.

The technical specifications of Contractor's proposed APS system are shown in Table 1 below.

Table 1 - APS System Specifications

Item		Specifications
Method	Main Circuit	IGBT PWM Inverter
	Cooling Method	Forced air cooling system
	Mounting Method	Roof mounted
Input	Rated Voltage	Nominal: 750 V DC
	Normal Operating Range	520 ~ 1100 V DC
	Derated Operating Range	420 ~ 524 V DC
	Transient Overvoltage	Based on IEC60850
Output (AC)	Rated Voltage 3-Phase	Nominal: 460 V AC, 3-Phase ± 5%
	Rated Voltage Single-Phase	Nominal: 120 V AC, Single-Phase ± 10%
	Frequency	60 Hz ± 1%
	Load Power Factor	0.85
	Total Harmonic Distortion	< 10%

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	Continuous Power 3-Phase	90 kVA
	Continuous Power Single-Phase	10 kVA (Derated: 8 kVA)
Output (DC)	Rated Voltage	Nominal: 29.6 V DC ± 1.5%
	Normal Operating Range	17 ~ 34 V DC
	Maximum Power	14 kW (Software limited to 12 kW)
	Adjusted Range	29.2 V ~ 30.1 V DC
	Maximum Current	405 A
	Battery Charge Current	88.4 A
Internal Protection Level		IP54 (Electronics compartment-clean chamber) IP22 (Magnetics compartment-forced cooled compartment)
Weight		605 kg
Dimension (L x W x H)		1,820 x 1,332 x 515 mm (71.65 x 52.44 x 20.28 inch)

a. Control Functions

The proposed APS unit is a fully automated device designed to convert the traction power supply voltage 750 V DC input from the Overhead Catenary System (OCS) into lower voltages for other subsystems to use.

The 750 V DC OCS supply voltage is converted into three outputs, which are:

i. 3-phase 460 V AC ± 5% 60 Hz ± 1% with a capacity of 90 kVA with an output overload starting capability of 300% power overload at 0.6 power factor for 5 seconds.
ii. Single-phase 120 V AC ± 10% 60 Hz ± 1% with a capacity of 10 kVA, and
iii. 29.6 V DC with a capacity of 12 kW (Software limited).

The AC output voltage is used to supply the AC loads, and the 29.6 V DC output is used to charge the vehicles batteries, required to supply the auxiliary loads.

In addition, the APS has various functions to protect the internal circuitry, fault diagnosis report, and maintenance. The protection functions of the APS are as follows:

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i. AC output voltage control
ii. DC output voltage control
iii. Battery discharging current
iv. Start and stop logic
v. Fault data
vi. Portable Test Unit (PTU) functions, and
vii. Train Network Communications.

b. Constant Voltage Control

The Battery Charger system controls the DC output voltage up to 29,6 V DC +/ 1.5%, the DC output current up to 405 A, and the battery charge current up to 88.4 A.

The APS Battery Charger system continuously monitors the battery charge current and the output voltage and regulates the battery charger output voltage. The output voltage is measured redundantly to prevent battery over voltage charging in case a single voltage sensor fails. The individual nickel cadmium battery cells are charged the same since the battery cells are connected in series.

c. DC output voltage compensation by battery temperature

The battery set has a NTC temperature sensor on the nickel cadmium battery bus bar connected to the APS battery charger to continuously monitor the battery temperature. If the battery temperature changes the output voltage will be adjusted according to Hoppecke's battery temperature compensated battery charge voltage versus battery temperature curve.

d. Battery charging current limiter

The battery charger controls the battery charging current limiter function. The battery charger reads the charging current. If the battery charging current is higher than 88,4 A +/ 5%, the battery charger limits the charging current by reducing the DC output voltage.

3. PROGRAM MANAGEMENT PLAN

a. UTA will require Contractor to develop a Project Management Plan (PMP) describing their approach. UTA shall expect that this PMP will describe management approaches to ensure insight into the project and to describe the mechanisms that assure the project requirements are being met. The approaches described in the Project Management Plan will be tailored to fit this project.

CDRL 1 Program Management Plan (PMP)

b. Contractor shall enter discussions with UTA to agree on the concept of the PMP. Contractor shall draft the detailed plan including the information listed below. It shall be used to guide and track the project through to successful completion. The Project Management Plan should as a minimum provide the following:

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i. Detailed Project Organization chart
ii. Identifies key individuals and their roles in the project
iii. Includes both UTA and Contractor
iv. Describes the major activities as well as the roles and responsibilities by individual to accomplish them
v. Authority level and decision process definition
vi. Schedule/time management
vii. Project schedule showing key milestones for project phases, deliverables, critical action points, decision hold points (e.g., FAI), UTA and Contractor reviews, major action points.

c. A monthly progress report shall be submitted no later than 10 working days after the end of the reported month. Reports shall be based upon actual progress of the work, including any problems that have identified and material affecting the project schedule.

CDRL 2 Monthly Progress Report

d. A Program Review Meetings shall be held as required to review progress, respond to open action items, discuss design problems and issues, to witness tests and discuss their results, and to review fabrication and assembly status.
   i. A kick-off meeting shall be within 15 working days after NTP at a time and location designated by UTA for the purpose of discussing with Contractor all essential matters pertaining to the successful completion of this Contract.
   ii. A Preliminary Design Review (PDR) meeting shall be held within 30 working days of NTP at a time and location designated by UTA.
   iii. Contractor shall submit its approach to complying with all the major elements described in this specification. Concepts can be defined in the form of top-level drawings, schematics, control/logic flow diagrams, outline drawings etc. A Preliminary Design Review (PDR) package shall be submitted to UTA a minimum of 10 working days prior to the PDR meeting.
   iv. UTA may, at its sole discretion, elect to combine the preliminary design review meeting with the kick-off meeting.

CDRL 3 Preliminary Design Review (PDR) Package

e. A Final Design Review (FDR) meeting shall be held prior to commencing production. Contractor shall provide an FDR package that has been updated to reflect the final design features and functions a minimum of 10 working days prior to the FDR meeting.

CDRL 4 Final Design Review (FDR) Package

f. All open issues, action items and clarifications resulting from previous correspondence and design review meetings must be satisfactorily addressed and accepted by UTA prior to the design review meeting. UTA may, at its sole discretion, elect to combine the FDR meeting with the qualification test and/or First Article Inspection (FAI) of the first production unit.

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4. TESTING, COMMISSIONING AND FINAL INSPECTION

a. Contractor shall submit a detailed testing and commissioning plan schedule and notify UTA when work will be performed.
b. Contractor shall submit the qualification test procedure prior to performing the test for UTA to review and approve.

CDRL 5 Qualification Test Procedure

c. Contractor shall submit the qualification test report for UTA to review and approval within 15 days of the completion of the qualification test.

CDRL 6 Qualification Test Report

d. All by components shall be factory tested by Contractor prior to shipment.

CDRL 7 Routine Test Procedure

e. Contractor shall submit a test set-up for the APS unit showing all input and output power connections and all input and output connections of the control, monitoring, and diagnostic signals to the satisfaction of UTA, so that the APS unit shall perform its rated functions without any defect once it is plugged-in in a good operating vehicle. The testing facility shall simulate that the APS shall operate as if it connected to an actual vehicle.
f. Contractor shall submit a test set-up for the APS unit to undergo a water tightness test which simulates the most severe weather conditions the unit will encounter in operation, as well as high pressure water spray experienced under wash bay conditions.
g. The unit shall be operated at full load for one hour as a Burn-in Test on each APS unit prior to shipment.
h. All testing and validation test such as, Type and Qualification Tests shall be conducted in accordance with IEC 61287-1.

5. FAULT HANDLING AND DIAGNOSTICS SOFTWARE

a. The APS unit shall utilize appropriate fault diagnostic software, isolation techniques, including self-tests at startup, continual diagnostics, and guided self-tests to provide this functionality.
b. Fault diagnostic software and all associated documentation shall be provided by Contractor and the software shall be compatible with a Windows 10 operating system.
c. An RS232 connection port for local Portable Test Unit (PTU) connection shall be provided for access to the APS unit diagnostics and fault records. Diagnostics shall be installed on UTA maintenance laptops and (PTUs) shall guide technicians with step-by-step procedures to isolate the faulted elements. Downloading of fault recordings of events shall be downloadable for analysis off the vehicle.

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d. UTA shall be given a license for unlimited use of all software for the accepted purposes of this Contract, including the APS and PTUs. Licenses shall not be linked to specific hardware serial numbers.
e. All future software updates shall be provided to UTA at no extra cost.

6. TRAINING REQUIREMENTS

a. Contractor shall facilitate a training program for UTA that will include up to three classes. Each class will have the capacity of 15 UTA Technicians and/or trainers.
b. The training sessions shall be up to one day for each class. Part of the training shall be classroom-based theory on the system, as well as "hands-on" instruction, in the shop using actual equipment.
c. The training shall include troubleshooting techniques to isolate the cause of any failure and minimize the time a vehicle is out of service.
d. Contractor shall provide a training outline and all training materials including "train-the-trainer" materials for UTA to review and approve a minimum of 15 working days prior to beginning of training.

CDRL 8 Training Program

e. Maintenance personnel shall be exposed to the depth of detail that is necessary for the performance of preventative, corrective, and overhaul operations for the new APS system.
f. All training materials, such as training aids and lesson plans, shall become UTA property at the completion of the training program.
g. UTA has the right to video record the training classes and has the rights to use these video recordings for future training sessions.

7. QUANITY

a. 79 APS units.

8. FLOAT POOL

a. Contractor shall provide UTA with a maximum of 2 APS units at any one time.
b. To the extent possible, shipments to UTA will be in sets of 2 APS units.

9. MATERIALS AND WORKMANSHIP

a. Contractor shall perform all work at their facilities in accordance with all relevant Federal, Utah State and Local regulatory requirements.
b. Contractor shall ensure that the new APS unit is functioning and operating properly inspected according to the procedures mutually agreed upon with UTA.
c. Contractor shall submit tool/test equipment calibration certificates for those items that are used in the manufacturing, assembly, and testing processes.

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d. Contractor shall be expected to address other issues that are discovered by UTA personnel during delivery that weren't discovered during the initial inspection and evaluation of the APS unit.

9. SHIPMENT

a. Contractor shall deliver new APS unit assemblies to UTA's warehouse at 2264 South 900 West, Salt Lake City, 84119, unless otherwise advised by UTA.
b. Any damage incurred in shipping the repaired assembly to UTA is the sole responsibility of Contractor.
c. Shipping costs to and from UTA's facility shall be the responsibility of Contractor.

10. DOCUMENTATION REQUIREMENTS

a. Contractor shall provide the following documentation in a UTA approved format:
   i. Project Schedule within 30 days of the NTP.
   i. Quality assurance plan within 30 days of the NTP.
   ii. Receiving Inspection and Test Procedures within 30 days of the NTP.
   iii. First Article Inspection (FAI) Plan within 30 days of the NTP.
   iv. Pre-shipment Inspection and Test Procedures within 30 days of the NTP.
   v. Shipping preparation and securement procedures within 30 days of the NTP.
   vi. Detailed work procedures within 30 days of the NTP.
   vii. Inspection and Test Reports within 5 days prior to shipment.
   viii. Repair procedures as and when required.
   ix. Running Maintenance Manual including instruction on to use the
   x. diagnostics to troubleshoot on the vehicle.

CDRL 9 Running Maintenance Manual

   xi. Heavy Repair Manual including instructions on overhauling the APS unit.

CDRL 10 Heavy Repair Manual

   xii. Illustrated Parts Catalog, providing all information necessary to identify and requisition all replaceable assemblies, subassemblies, components, and parts used in the APS unit.

CDRL 11 Illustrated Parts Catalog

   xiii. Revised technical manuals to include the information on the new APS system including the: general arraignment, replaceable assemblies, subassemblies, components, wiring, and schematics used in the APS units.
b. Contractor shall submit all documentation on electronic media in portable document format (PDF):
   i. The PDF document shall be searchable, editable, and created directly from native format, not by scanning hard copy documents.
   ii. The PDF document shall be created with sufficient resolution to allow zooming of graphics without loss of quality or resolution.

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iii. The size of the PDF shall be the same as hard copy version to allow printing from electronic media without resizing PDFs. The PDF document shall be bookmarked with each major section as a top-level bookmark and subsections as bookmarked subheadings.

11. QUALITY REQUIREMENTS

a. UTA shall have the right to inspect the Contractor's facility and production. UTA shall also have the right to witness any corrections or repairs performed on the system components.

b. Contractor shall prepare and submit a Quality Assurance (QA) plan for UTA to review and approve.

CDRL 12 Quality Assurance (QA) Plan

c. When the first unit assembly is ready and available for First Article of Inspection (FAI), sufficient notice shall be provided to allow UTA to be present for the inspections.

CDRL 13 First Article Inspection (FAI)

d. Contractor shall successfully complete a quality inspection and functional test for each APS before the unit is sent to UTA.

12. CONTRACT DELIVERABLE REQUIREMENTS LIST (CDRL)

CDRL Table		
CDRL	**Title**	**Reference**
1	Program Management Plan (PMP)	3. a
2	Monthly Progress Report	3. c
3	Preliminary Design Review (PDR) Package	3. d. iv
4	Final Design Review (FDR) Package	3. e
5	Qualification Test Procedure	4. b
6	Qualification Test Report	4. c
7	Routine Test Procedure	4. d

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8	Training Program	6. d
9	Running Maintenance Manual	10. a. x
10	Heavy Repair Manual	10. a. xi
11	Illustrated Parts Catalog	10. a. xii
12	Quality Assurance (QA) Plan	11. b
13	First Article Inspection (FAI)	11. c

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Exhibit B

Price

Quantity	Unit of Measure	Description	Price (unit)	Extended Price
79	Each	APS Replacement	$73,139	$5,777,981

Not to exceed amount of $5,777,981

Milestone	Percentage	Payment	Cumulative
NTP	10%	$ 577,806	$ 577,806
Acceptance of FAI	10%	$ 577,806	$ 1,155,612
Delivery per Unit ($58,511.ea)	80%	$ 4,622,369	$ 5,777,981

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Exhibit C – Schedule

1st APS unit will be delivered by NTP+12 Months and the other units will be shipped in batches (3x20 + last batch of 18 units), each batch of APS units will be delivered in every 4 months on an average after the 1st unit validation and testing. The last batch (18 units) will be delivered by end of November 2023.

See schedule below

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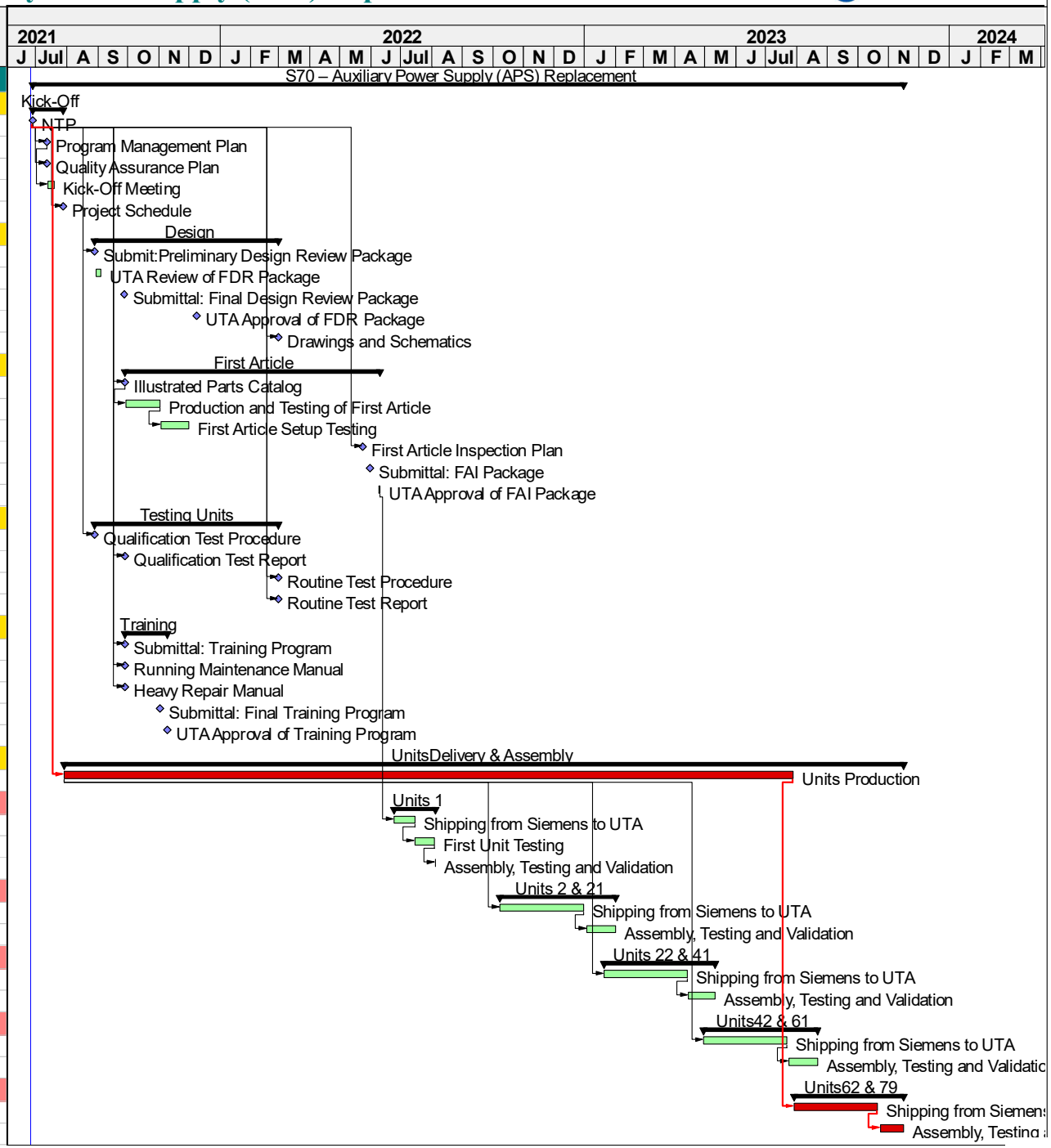
SIEMENS

S70 – Auxiliary Power Supply (APS) Replacement

UTA

Activity Name	OD	Start	Finish
S70 – Auxiliary Power Supply (APS) Replacement	588d	28-Jun-21	15-Nov-23
Kick-Off	21d	28-Jun-21	28-Jul-21
NTP	0d	28-Jun-21*	
Program Management Plan	0d		12-Jul-21
Quality Assurance Plan	0d		12-Jul-21
Kick-Off Meeting	5d	13-Jul-21	19-Jul-21
Project Schedule	0d		28-Jul-21
Design	121d	28-Aug-21	28-Feb-22
Submit:Preliminary Design Review Package	0d		28-Aug-21
UTA Review of FDR Package	5d	30-Aug-21	03-Sep-21
Submittal: Final Design Review Package	0d		27-Sep-21
UTA Approval of FDR Package	0d		08-Dec-21
Drawings and Schematics	0d		28-Feb-22
First Article	170d	28-Sep-21	09-Jun-22
Illustrated Parts Catalog	0d		28-Sep-21
Production and Testing of First Article	25d	29-Sep-21	02-Nov-21
First Article Setup Testing	18d	03-Nov-21	30-Nov-21
First Article Inspection Plan	0d		23-May-22
Submittal: FAI Package	0d		31-May-22
UTA Approval of FAI Package	1d	09-Jun-22	09-Jun-22
Testing Units	184d	28-Aug-21	28-Feb-22
Qualification Test Procedure	0d		28-Aug-21
Qualification Test Report	0d		28-Sep-21
Routine Test Procedure	0d		28-Feb-22
Routine Test Report	0d		28-Feb-22
Training	30d	28-Sep-21	09-Nov-21
Submittal: Training Program	0d		28-Sep-21
Running Maintenance Manual	0d		28-Sep-21
Heavy Repair Manual	0d		28-Sep-21
Submittal: Final Training Program	0d		02-Nov-21
UTA Approval of Training Program	0d		09-Nov-21
UnitsDelivery & Assembly	567d	29-Jul-21	15-Nov-23
Units Production	730d	29-Jul-21	28-Jul-23
Units 1	28d	24-Jun-22	04-Aug-22
Shipping from Siemens to UTA	21d	24-Jun-22	14-Jul-22
First Unit Testing	14d	15-Jul-22	03-Aug-22
Assembly, Testing and Validation	1d	04-Aug-22	04-Aug-22
Units 2 & 21	74d	08-Oct-22	31-Jan-23
Shipping from Siemens to UTA	84d	08-Oct-22	30-Dec-22
Assembly, Testing and Validation	20d	03-Jan-23	31-Jan-23
Units 22 & 41	79d	20-Jan-23	11-May-23
Shipping from Siemens to UTA	84d	20-Jan-23	13-Apr-23
Assembly, Testing and Validation	20d	14-Apr-23	11-May-23
Units42 & 61	76d	30-Apr-23	21-Aug-23
Shipping from Siemens to UTA	84d	30-Apr-23	22-Jul-23
Assembly, Testing and Validation	20d	24-Jul-23	21-Aug-23
Units62 & 79	76d	29-Jul-23	15-Nov-23
Shipping from Siemens to UTA	84d	29-Jul-23	20-Oct-23
Assembly, Testing and Validation	18d	23-Oct-23	15-Nov-23



Normal Activity | Critical Activity | Summary | Milestone

Date	Revision	Checked	Approv
07-Jun-21	Rev(00)	H.E	

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 12/1/2021

TO: Board of Trustees
THROUGH: Mary DeLoretto, Interim Executive Director
FROM: David Hancock, Acting Chief Service Development Officer
PRESENTER(S): Kyle Stockley, Rail Infrastructure Project Manager

TITLE:

Contract: Locomotive Truck Frame Overhaul (Wabtec Transportation Systems, LLC)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve award and authorize the Executive Director to execute the contract and associated disbursements with Wabtec Transportation Systems in the amount of $1,373,783.36.

BACKGROUND:
As part of the Commuter Rail Overhaul Program, the truck frames on the locomotives need to be overhauled. The truck frame is a steel structure which contains the wheel sets, journal bearings, springs, and other suspension components. The procurement contract would overhaul the 32 trucks on UTA's 18 locomotives.

DISCUSSION:
UTA released a best value RFP. The winning bidder was Wabtec Transportation Systems, LLC. The not-to-exceed (NTE) price of $1,373,783.36 is deemed fair and reasonable based on the competitive nature of the procurement and also the Independent Cost Estimate.

The project would be effective through 12/31/2025. The funding would be covered by the Commuter Rail Overhaul program.

UTA is requesting approval from the Board to authorize the Executive Director to overhaul the truck frames on the locomotives for a total amount of $1,373,783.36.

CONTRACT SUMMARY:

Contractor Name:	Wabtec Transportation Systems, LLC
Contract Number:	21-03475
Base Contract Effective Dates:	12/10/2021 - 12/31/2025
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Amount Contract Value:	$1,373,783.36
Procurement Method:	Best Value RFP
Funding Sources:	Commuter Rail Overhaul Program

ALTERNATIVES:

If we do not overhaul the trucks on the locomotives, they will not operate as intended which will cause significant service delays.

FISCAL IMPACT:

This budget is included in the 2021-2025 Capital Program

ATTACHMENTS:

Contract

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UTA CONTRACT NO. 21-03475

GOODS AND NON-PROFESSIONAL SERVICES SUPPLY AGREEMENT

MP36PH-3 Locomotive Truck Frame Overhaul

THIS GOODS AND NON-PROFESSIONAL SERVICES SUPPLY AGREEMENT ("Contract") is entered into and made effective as of the date of last signature below ("Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and WABTEC TRANSPORTATION SYSTEMS, LLC (the "Contractor").

RECITALS

WHEREAS, on August 16, 2021, UTA received competitive proposals to provide labor and materials necessary to overhaul the truck frames on UTA's MP36PH-3 locomotives ("Truck Frames") and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation (the "Goods and Services") according to the terms, conditions and specifications prepared by UTA in RFP 21-03475 (the "RFP"); and

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

WHEREAS, the Contractor submitted a proposal on August 16, 2021 in response to the RFP ("Contractor's Proposal") and was deemed to be the most advantageous to UTA; and

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

AGREEMENT

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

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

UTA shall provide to Contractor thirty-two (32) Truck Frames to receive the Goods and Services set forth in this Contract. Contractor hereby agrees to furnish and deliver the Goods and Services as described in Exhibit A ("Scope of Work") for the thirty-two (32) Truck Frames for UTA MP36PH-3 locomotives.

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2. **TERM**

This Contract shall commence as of the Effective Date and shall remain in full force and effect until the Goods and Services have been completed in accordance with the Contract, provided such date shall not be later than December 31, 2025 ("Term"). The Term may be extended if Contractor and UTA mutually agree to an extension evidenced by a executed Change Order. 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 the Price for the Goods and Services in accordance with the payment milestones or other terms described in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be invoiced after the Goods and Services have been performed and delivered. 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. This Contract (including any exhibits and attachments hereto).
    2. Contractor's Proposal dated August 16, 2021 including, without limitation, all federal certifications (as applicable);
    3. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services;

b. The above-referenced documents are made as fully a part of the Contract as if hereto attached or herein repeated. The Contract (including the documents listed above) constitute the complete contract between the parties.

5. **ORDER OF PRECEDENCE**

The order of precedence for this Contract is as follows:

1. This Contract including all attachments
2. Contractor's Proposal including proposed terms or conditions
3. UTA's RFP

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

6. **LAWS AND REGULATIONS**

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

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

a) UTA shall deliver the Truck Frames, DDP (Incoterms 2020) UTA's Warm Springs Maintenance Facility at 900 North 500 West, Salt Lake City, Utah. Truck Frames to be delivered to the Wabtec facility located at 2074 653rd Ave. Albia, IA 52531. Delivery will be based on the agreed upon schedule approved as part of the Project Management Plan. ("Delivery"). Risk of loss to the Truck Frames shall transfer from UTA to Wabtec upon delivery to freight shipper.

b) Upon UTA's request, UTA's representative shall be provided access to Contractor's facilities to obtain information on production progress and to make inspections during the manufacturing or assembly process. Contractor will make reasonable efforts to obtain, for UTA, access to subcontractor facilities for the purposes described above. If the specifications Contractor will apply its normal quality control procedures in manufacturing goods. Contractor will accommodated requests by UTA to witness, at UTA's sole cost and expense, Contractor's factory tests of goods during normal business hours and with no less than 3 business days advanced written notice If the Scope of Work include pre-shipment inspection requirements, Goods shall not be shipped until UTA or its designee has inspected the Goods, and authorized Contractor to proceed with the shipment. If the inspection is not completed within ten (10) business days prior to shipment, UTA shall be deemed to inspect the Goods and Services, however, a "deemed" inspection shall not constitute a waiver or otherwise prevent UTA from rejecting the goods or demanding warranty repairs.

c) Upon completion of the Goods and Services Wabtec shall redeliver to UTA overhauled Truck Frames ("Overhauled Truck Frames"). Unless otherwise specifically set forth in the Price Section: (i) Contractor shall redeliver the Overhauled Truck Frames FCA (Incoterms 2020) UTA's Warm Springs Maintenance Facility at 900 North 500 West, Salt Lake City, Utah ("Redelivery") and all costs related thereto are included in the Price; and (ii) Contractor shall retain all liabilities and risk of loss with respect to the Truck Frames and shall retain risk of loss and title to any goods added to the Overhauled Truck Frames until the Redelivery of the Overhauled Truck Frames.

d) Truck Frames must be TRUCK ARRANGEMENT, UTA MP36PH-3C Part number – 2029135 fully assembled and complete minus combos, with no missing parts. If a Truck Frame is received with missing or damaged components, such missing or damaged components will be documented by Contractor, and UTA will be invoiced for the replacement parts.

e) After consultation with UTA, Wabtec may reject and return a Truck Frame that is incapable of being overhauled due to severe structural damage. Wabtec will be reimbursed for the shipping cost of such returned frames. In the event of a Truck Frame which are incomplete and in need of out of scope parts or work, Wabtec will provide a revised Scope of Work and pricing adjustment, and if mutually agreed in

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writing, the parties will execute a change order for such work based on such terms of the agreement. Prior to Redelivery the Overhauled Truck Frames shall be subject to inspection, and acceptance by UTA, at UTA's expense. UTA shall be given notice at least 10 business days prior to shipment in order to allow for UTA inspection. UTA shall have the right to reject any Overhauled Truck Frames that are defective or do not conform to the Scope of Work. In the event Overhauled Truck Frames are rejected Wabtec shall at its sole discretion, be repair or re-perform the Goods and Services so as to conform to the Scope of Work. If Contractor is unable or refuses to correct such Overhauled Truck Frames within a time deemed reasonable by both parties, then UTA may cancel the order in whole or in part. Any inspection and testing performed by UTA shall be solely for the benefit of UTA. Neither UTA's inspection of the production processes, production progress and/or Goods or Services (nor its failure to inspect) shall relieve Contractor of its obligations to fulfill the requirements of the Contract, or be construed as acceptance by UTA.

f) Contractor warrants that title to all materials installed on the Overhauled Truck Frames covered by an invoice for payment will pass to UTA upon Redelivery of the Overhauled Truck Frames. Contractor further warrants that upon submittal of an invoice for payment, all Goods and Services for which invoices for payment have been previously issued and payments received from UTA shall be free and clear of liens, claims, security interests or encumbrances in favor of Contractor or any subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided equipment, materials, and labor related to the equipment and/or work for which payment is being requested.

8. **INVOICING PROCEDURES**

a. Contractor shall 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 Goods and satisfactory performance of all Services. Invoices shall be provided in the form specified by UTA. Reasonable supporting documentation demonstrating Contractor's entitlement to the requested payment must be submitted with each invoice.

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.

9. **WARRANTY OF GOODS AND SERVICES**

a. Contractor warrants that the Goods and Services shall conform to the specifications standards, Scope of Work. Contractor further warrants that all Goods and Services shall be of the quality specified in the Scope of Work and, unless otherwise provided in the Contract, will be new, and free from defects in materials and workmanship.
b. Contractor warrants that all Goods and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.
c. At any time for a period of two (2) years from the date of Redelivery ("Warranty Period") Contractor warrants that the Goods and Services shall comply with the Section 9(a) and 9(b) ("Warranty").

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d. If UTA believes any Goods and Service does not meet the above Warranty within the Warranty Period, UTA shall promptly notify Contractor in writing within thirty (30) days from the date of such occurrence and, if applicable, make the Overhauled Truck Frames available to Contractor for inspection. In the event Contractor and UTA determine that the Goods and Services failed to meet the Warranty set forth in this Section 9 (except as to title) within the Warranty Period, UTA's sole remedy, and Contractor's sole obligation, shall be limited to: (i) upon mutual agreement, the repair or replacement of the defective Goods and Services; or (ii) If in Contractor's reasonable judgment the Goods and Services cannot be repaired, replaced or be re-performed by Contractor, Contractor shall, in Contractor's sole discretion, either refund or credit monies paid by UTA for that portion of Goods and Services that do not meet the above warranties or reimburse UTA at the mutually agreed upon rate in the event Contractor agreed for UTA to replace or reperform the Goods and Services. Any agreed upon replacement or reperformed of Goods and Services provided by UTA shall be invoiced to Contractor within 30 days. Goods and Services failed, shall have the warranty period extended by the time it took for the replacement to be delivered to UTA. The expense of freight and transportation of the Goods and Services to and from Contractor's facility, or other facility designated by Contractor for purposes of a warranty claim, shall be the responsibility of UTA. UTA shall be responsible for removal and installation costs associated with the repair or replacement of the Goods and Services. If any Product or part thereof fails to meet the foregoing warranty as to title, Contractor shall remedy any defects in title promptly.

e. Contractor's obligations under this Section i shall not apply to normal wear and tear, or to any Goods and Services or part thereof, that: (a) is normally consumed in operation; (b) has a normal life inherently shorter than the warranty period specified in Section 9. e; (c) is not properly stored, installed, used, maintained or repaired, or is modified other than pursuant to Contractor's instructions or approval; or (d) has been subjected to any other kind of misuse or detrimental exposure, has been involved in an accident, or has been subject to an event of force majeure; (e) has been repaired or altered in such a way as to impair its safety of operation or efficiency; or (f) has been subjected to any other defect or cause (whether sole or contributory) not within the control of Contractor. In the event UTA uses non-Contractor parts or non-Contractor approved repairs, then any damage to, failure of, or performance degradation of the Goods and Services indirectly or directly resulting from the use of such parts or repairs, shall not be warranted by Contractor. Further, if such parts or repairs cause personal injury, death or property damage to third parties, UTA shall indemnify and hold Contractor harmless from all claims and liabilities connected therewith. This indemnification shall survive the termination or expiration of this Contract.

f. This Section 9 provides the exclusive remedies for all claims based on failure of or defect in Goods and Services, whether the failure or defect arises before or during the applicable Warranty Period and whether a claim, however described, is based on contract, warranty, indemnity, tort/extracontractual liability (including negligence), strict liability or otherwise. The warranties provided in this Section 9 are exclusive and

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are in lieu of all other warranties and guarantees whether written, oral, implied or statutory. NO IMPLIED OR STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES.

10. **OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT**
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11. **GENERAL INDEMNIFICATION**

Contractor shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all, 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, in whole or in part, by the acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of the failure of such Contractor to conform to federal, state, and local laws and regulations. If an employee of Contractor, a subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnitee, Contractor's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts. The indemnity and defense obligations of Contractor shall not apply to the extent that claims arise out of the acts or omissions of UTA or the Indemnitees.

12. **INSURANCE REQUIREMENTS**

a. Contractor and subcontractors shall procure and maintain until all of its obligations have been discharged (including satisfaction of all warranty periods under the Contract), insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

b. The insurance requirements herein are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. UTA 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 the Contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

c. 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.

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

The policy shall be endorsed to include the following additional insured language: "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 the Contract.

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

The policy shall be endorsed to include the following additional insured language: "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

Policy shall contain a waiver of subrogation against UTA.

d. The policies shall include, or be endorsed to include the following provisions:
   1. On insurance policies where UTA is named as an additional insured, UTA shall be an additional insured to the full limits of liability purchased by the Contractor. Insurance limits indicated in the Contract are minimum limits. Different limits may be mutually agreed upon by the parties in writing if requested by Contractor, after the Contractor's assessment of the exposure for the Contract.
   2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

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

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f. Contractor shall furnish UTA with certificates of insurance (ACORD form or equivalent approved by UTA) as required by the Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

g. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. UTA is 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.

13. **OTHER INDEMNITIES AND LIMITATION OF LIABILITY**

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

b. EXCLUDING: (I) CONTRACTOR'S OBLIGATION TO INDEMNIFY UTA WITH RESPECT TO THIRD PARTY CLAIMS FOR BODILY INJURY, PROPERTY DAMAGE AND INTELLECTUAL PROPERTY INFRINGEMENT UNDER THE CONTRACT; AND (II) CONTRACTOR'S WARANTY OBLIGATIONS UNDER SECTION 9 THE FOLLOWING LIMITATIONS ON LIABILITY SHALL APPLY:

1. (i) IN NO EVENT SHALL CONTRACTOR OR UTA BE LIABLE TO EACH OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, WHETHER ARISING UNDER BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE; AND

   (ii) THE TOTAL LIABILITY OF CONTRACTOR ON ANY AND ALL CLAIMS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR PATENT INFRINGEMENT) OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ANY AGREEMENT RESULTING HEREFROM OR FROM THE

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MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR, REPLACEMENT OR USE OF ANY OVERHAULED TRUCK FRAMES, OR THE FURNISHING OF ANY GOODS AND SERVICE, SHALL NOT EXCEED CONTRACT VALUE, HOWEVER, SUCH LIMIT(S) ON LIABILITY SHALL NOT APPLY TO ANY INJURIES, CLAIMS, LOSSES, EXPENSES, OR DAMAGES TO THE EXTENT THEY RESULT DIRECTLY FROM (i) CONTRACTOR'S FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE.

14. **INDEPENDENT CONTRACTOR**

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

15. **STANDARD OF CARE.**

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

16. **USE OF SUBCONTRACTORS**

a. 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

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17. **CONTRACTOR SAFETY COMPLIANCE**

UTA is an ISO 14001 for Environmental Management Systems, ISO 9001 Quality and Performance Management, and OSHAS 18001 safety systems Management Company. Contractor, including its employees, subcontractors, authorized agents, and representatives, shall comply with all UTA and industry safety standards, NATE, OSHA, EPA and all other State and Federal regulations, rules and guidelines pertaining to safety, environmental Management and will be solely responsible for any fines, citations or penalties it may receive or cause UTA to receive pursuant to this Contract. Each employee, contractor and subcontractor must be trained in UTA EMS and Safety Management principles. UTA shall provide a copy of such UTA EMS and Safety Management principles to the Contractor. Contractor acknowledges that its Goods and Services might affect UTA's Environmental Management Systems obligations. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor will review applicable content in *Contractor Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents within a reasonable period of time. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

18. ASSIGNMENT OF CONTRACT

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

19. **ENVIRONMENTAL RESPONSIBILITY**

UTA is ISO 14001 Environmental Management System (EMS) certified. Contractor acknowledges that its Goods and/or Services might affect UTA's ability to maintain the obligation of the EMS. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents within a reasonable period of time. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

20. SUSPENSION OF WORK

a. UTA may, at any time, by written order to Contractor, require Contractor to suspend, delay, or interrupt all or any part of the Work called for by this Contract; provided that in no event shall the suspension cause the completion of the Scope of Work to extend beyond the Term of the 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.

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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. 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 in addition to any compensation for termination for convenience of UTA.

d. If the Suspension of Work causes an increase in Contractor's cost or time to perform the Work, the parties shall mutually agree on an equitable adjustment to compensate Contractor for the additional costs and/or time, and modify this Contract by Change Order.

21. **TERMINATION**

a. **FOR CONVENIENCE**: UTA shall have the right to terminate the Contract at any time by providing ninety (90) days written notice to Contractor. If the Contract is terminated for convenience, UTA shall pay Contractor: the contract price for the Goods and Services on any Overhauled Truck Frames Redelivered as of the date of the termination, Wabtec's costs and a reasonable profit on the Goods and Services performed up to the effective date of the termination notice, plus direct, demonstrable costs reasonably and necessarily incurred by Contractor to effect such termination. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, UTA shall arrange for the return or disposal of such property.

b. **FOR DEFAULT:**

1. 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 thirty (30) days written notice to cure such default:
   a. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other contractors or UTA's own forces, in which event Contractor shall be liable for all incremental costs so incurred by UTA;
   b. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
   c. Except to the extent limited by the Contract, pursue other remedies available at law.

2 Contractor may suspend or terminate the Contract (or any affected portion thereof) immediately for cause if UTA: (i) becomes insolvent or bankrupt; or (ii) materially breaches the Contract, including, but not limited to, failure or delay in UTA providing payment security, making any payment when due, or fulfilling any payment conditions.

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3. In the event Contractor terminates the Contract as provided in Section 21.b.2: (i) Contractor shall be entitled to retain any down payment, advance payments, progress payments and/or milestone payments made by UTA; (ii) UTA shall pay to Contractor the applicable contract price apportioned for any completed or substantially completed Goods and Services performed before the effective date of termination, plus expenses reasonably incurred by Contractor in connection with the termination. UTA will negotiate termination cost proposal at the time based on reasonable costs.

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) deliver to UTA any data, drawings and other deliverables, whether completed or in process required to be provided by Contractor to UTA as part of the Scope of Work, and (iii) if Contractor has any property in its possession belonging to UTA, UTA shall arrange for the return or disposal of such property. . Contractor shall also remit a final invoice for all Goods and Services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. The parties shall calculate termination damages, if any, payable under the Contract, UTA shall offset such damages, if any, against Contractor's final invoice, UTA shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice), or UTA shall pay the Fees that are due and payable to Contractor. All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Goods and Services furnished by Contractor prior to termination.

22. **CHANGES**

a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:

1. In the Scope of Work;
2. In the method or manner of performance of the Goods and Services; or
3. In the schedule or completion dates applicable to the Goods and Services.

To the extent that any change in Work directed by UTA causes a change in the price, the parties shall negotiate an equitable adjustment to the contract price and schedule. the price.

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.

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c. Contractor may, as it deems necessary and/or from time to time, make engineering or specification changes with respect to the Goods and Services. If the engineering or specification change does not constitute a material change in form, fit or function, Contractor is authorized to deliver the Goods and Services, as changed or modified, with notice to UTA. If the engineering or specification change constitutes a material change in form, fit or function, Contractor must first notify UTA and, if applicable, the parties shall negotiate an equitable adjustment in the price and delivery of the Goods and Services. Contractor shall have the right to suspend performance pending completion of such negotiation.

d. Other than as set forth elsewhere in this Section 22, Contractor shall also be entitled to a mutually agreed upon 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.

e. In the event of any engineering or specification change required due to a change in applicable laws, rules and/or regulation that results in increased cost, expense, liability or risk to Contractor, Contractor shall be entitled to reasonable adjustments in price and delivery timing of the Goods and Services to compensate and accommodate Contractor for such increased obligations. In the event the parties fail to mutually agree to such reasonable adjustments, either party may pursue resolution pursuant to the dispute resolution process set forth in Section 30.

f. Changes in applicable laws, rules and regulations resulting in increased cost, expense, liability or risk to Contractor shall only be implemented subject to the Parties negotiating an adjustment in price and delivery of the Products and Services to compensate Contractor for such increased obligations. Contractor's performance obligations with respect to the Products and Services affected by such changes shall be suspended for a period of time equal to the time necessary for the Parties to mutually agree to such price and delivery adjustment. In the event the Parties fail to agree to such equitable adjustment, either Party may pursue resolution pursuant to the dispute resolution process set forth in Section 30.

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g. As soon as practicable, but in no event longer than 30 days after providing notice, Contractor must provide UTA with information and documentation, regarding the price 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 the prices under Exhibit B (or any other provision of the Contract). 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, provided cost and margin information shall not be provided for audit or inspection. 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**

a. Any documents, reports, information, or other data and materials available to or prepared or assembled by either party under this Contract are considered confidential and shall not be made available to any person, organization, or entity by either party without consent in writing from the disclosing party ("Disclosing Party").

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

Information that (a) is or becomes generally available to the public other than from disclosure by the receiving party ("Receiving Party"), its representatives or its Affiliates; (b) is or becomes available to the Receiving Party or its representatives or affiliates on a non-confidential basis from a source other than the Disclosing Party when the source is not, to the best of the Receiving Party's knowledge, subject to a confidentiality obligation with respect to such information; (c) is independently developed by the Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (d) is required to be disclosed by law, a valid legal process or a government agency; or (e) is approved for disclosure in writing by an authorized representative of the Disclosing Party. c. Receiving Party may disclose confidential information in response to a subpoena from a court, arbitration panel, or government or administrative body if it both promptly provides disclosing party with written notice of the discovery request such that the disclosing party is able to seek a protective order or other appropriate remedy and cooperates with the disclosing party to obtain the protective order or other remedy; in the event that the protective order or other remedy is not obtained, the receiving party shall use commercially reasonable efforts to obtain assurance that confidential treatment will be accorded to such Confidential

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Information

25. **PUBLIC INFORMATION.**

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

26. **PROJECT MANAGER**

UTA's Project Manager for the Contract is Kyle Stockley, 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) 287-3048

27. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Jolene Higgins, or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Grants & Contracts Administrator at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801)287-1925.

28. **CONFLICT OF INTEREST**

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

29. **NOTICES OR DEMANDS**

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

If to UTA:

Utah Transit Authority

ATTN: Jolene Higgins
669 West 200 South
Salt Lake City, UT 84101
jhiggins@rideuta.com

If to Contractor:

Wabtec Transportation Systems, LLC
ATTN: Mark Bachman
One RELCO drive
Albia, IA 52531
mark.bachman@Wabtec.com

With Copy to:

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Wabtec Corp
ATTN: General Counsel
30 Isabella Street
Pittsburgh, PA 15212
FAX: 412-825-1019

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

30. **CLAIMS/DISPUTE RESOLUTION**

a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 20. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.

c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.

d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

Level of Authority	Time Limit
UTA's Project Manager, Kyle Stockley /Contractor's Project Manager – Bobby Ayers	Five calendar days
UTA's Director of Asset Management David Hancock /Contractor's [Mark Bachman]	Five calendar days
UTA's Chief Service Development Officer Mary DeLoretto /Contractor's [Vic Russo]	Five calendar days

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

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a) If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, than either party may commence legal action in accordance with the venue and law provisions of this Contract. If mutually agreed, the parties may also submit the dispute to arbitration or mediation.

31. **GOVERNING LAW**

a) The Contract and any dispute, controversy, or proceeding arising out of or relating in any way to this Contract, whether in contract, tort, common law, statutory law, equity, or otherwise, including any question regarding its existence, validity, or scope, shall be governed by and construed in accordance with the laws of the State of Utah without giving effect to any choice of law rules that would cause the application of laws of any jurisdiction other than those of the State of Utah (the "Governing Law").

b) Any dispute, controversy or claim arising out of or relating in any way to this Contract, whether in contract, tort, common law, statutory law, equity, or otherwise, including any question regarding its existence, validity, or scope, shall be resolved in accordance with this Section 31. If the dispute is not resolved at the senior management level, the parties shall, within thirty (30) days of the management meeting, or such later date as may be mutually agreed, mediate the dispute in Utah. If the dispute is not resolved at the mediation, either party may commence arbitration or court proceedings as set forth below:

(i) Legal action will exclusively be brought and resolved in the United States District Court for the District of Utah (where federal jurisdiction exists) or the Courts of the State of Utah (where federal jurisdiction does not exist), and the appellate courts having jurisdiction of appeals in such courts. UTA agrees that jurisdiction and venue in these Utah courts is appropriate, and irrevocably submits with respect to any action or proceeding brought pursuant to this Section 31 for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the courts of Utah, and irrevocably waives any objection that it may now or hereafter have that any such court is an improper or inconvenient forum for any proceeding brought pursuant to this Section 31.

c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY DISPUTE IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT KNOWINGLY, VOLUNTARILY, INTENTIONALLY, IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY DISPUTE.

d) Notwithstanding the foregoing, each party shall have the right at any time to immediately commence an action or proceeding in a court of competent jurisdiction, subject to the terms of this Contract, to seek a restraining order, injunction, or similar order to enforce the confidentiality provisions set forth in Section 24 and/or the nuclear use restrictions set forth in Section 41, and/or for Contractor to protect or enforce any patent, trademark, copyright or other intellectual property right, Confidential Information or trade secrets, or to seek interim or conservatory measures.

e) With respect to the dispute resolution process described in this Section 31, or otherwise pursuant to the terms of the Contract, the parties agree that Contractor will not be required to disclose the basis (including but not limited to costs and margins) for its determination of list prices for Goods

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and Services set forth in its general catalogs or such other prices for Goods and Services as may have been agreed to with UTA or proposed by Contractor. UTA agrees not to seek that information in discovery whether the proceeding takes place in court or in arbitration.

f) To the extent that either party seeks confidential information in the course of any court or arbitration proceeding, the parties agree to enter into an appropriate protective order to ensure the confidential treatment of such information, and that, for highly confidential Information (excluding cost and margin information, which will not be produced under any circumstances), the protective order will allow for the production of such information on an "attorneys' eyes only" basis, or for review only by the arbitrator or arbitrators or the court

32. **COSTS AND ATTORNEY FEES**.

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

33. **SEVERABILITY**

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

34. **AMENDMENTS**

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

35. **FORCE MAJEURE**

Neither party shall be liable or considered in breach of its obligations under this Contract to the extent that performance is delayed or prevented, directly or indirectly, by any cause beyond its reasonable control including, but not limited, to acts of God, fire, terrorism, war (declared or undeclared), epidemics, material shortages, insurrection, acts (or omissions) of UTA or UTA's sellers or agents, any act (or omission) by any governmental authority, strikes, labor disputes, transportation shortages, or vendor non-performance. If an excusable event occurs, the schedule for Contractor's performance shall be extended by the amount of time lost by reason of the event plus such additional time as may be needed to overcome the effect of the event. If acts or omissions of the UTA or its affiliates, or their agents or other contractors or suppliers cause the delay, Contractor shall also be entitled to an equitable price adjustment.

36. **NO THIRD PARTY BENEFICIARIES**

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

37. **ENTIRE AGREEMENT**

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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.

38. **COUNTERPARTS**

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

39. **NONWAIVER**

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

40. **SALES TAX EXEMPT**

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

41. **NUCLEAR USE**

Goods and Services sold by Contractor are not intended for use in connection with any nuclear facility or activity, and UTA warrants that it shall not use or permit others to use the Goods and Services for such purposes, without the advance written consent of Contractor.

42. **SURVIVAL**

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 6, 7, 9, 10, 11, 12, 13, 15, 17, 18, 19 ,21, 23, 24,25, 30, 31, 32, 40, 41 and 42.

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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

Interim Executive Director
Date: _____

By_____
David Hancock
Director of Asser Management
Date: _____

Approved as to Content and Form

DocuSigned by:
Michael Bell
361F16F838704A9...
11/15/2021
Mike Bell
Assistant Attorney General

UTA Counsel

Reviewed & Recommended

DocuSigned by:
Kyle Stockley
4965F2397F242E...
11/15/2021
Kyle Stockley
Rail Infrastructure Project Manager

UTA Project Code: SGR040

WABTEC TRANSPORTATION SYSTEMS, LLC:

By DocuSigned by:
Vic Russo
5427D890E7C9420...
Vic Russo
Group Vice President of Services

Date: 11/15/2021

By_____

Date: _____

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Exhibit A

Scope of Work

The following Scope of Work will be provided to overhaul the Truck Frames provided by UTA:

1. Truck frames shall be sand blasted, inspected and non-destructive inspection shall be made in areas suspected of fatigue, creep or fracture.
    a. Breaks or cracks must be repaired by qualified welders using AWS E-7016 electrode.
    b. Broken cast sections may be duplicated with like shapes from MS-4361 steel.
    c. All welds shall be non-destructive inspected after welds have cooled.
    d. Bent sections shall be corrected as specified in EMD MI 1501, latest edition.
    e. All threaded bolt holes shall be inspected and re-tapped or welded and re-tapped as required.
2. The truck frame should be checked for worn spots in areas other than those subject to normal wear such as, but not limited to:
    a. Swing hanger support bosses.
    b. Upper and lower swing hanger bearing blocks.
    c. Brake hanger clevis slots.
3. Truck pedestals:
    a. Truck pedestals shall be trammed to assure that they are in correct alignment and determine if the distances are equal or within acceptable limits per EMD MI 1501 latest edition.
    b. Wheel spacing shall be qualified and repairs made as required.
    c. Horizontal pedestal alignment shall be qualified and repaired as required.
    d. Location of journal box coil spring seat shall be qualified and repaired as required.
    e. Pedestal tie bars shall be inspected and reconditioned as required.
4. Truck pedestal jaws shall be renewed to OEM standards by welding and milling or by shimming. Please note in the bid response how the pedestal jaws will be renewed.
5. Pedestal jaw liners shall be new Nylatron.
6. All elongated or oversized drilled holes due to loose bolts, pins, sleeves or bushings shall be brought back to OEM standards per EMD MI 1501, latest edition.
7. All pins and bushings shall be new.
8. Traction motor nose support:
    a. Traction motor nose support lugs shall be repaired as required.
    b. New split bushing shall be applied to traction motor support lug.
    c. New traction motor suspension pack shall be installed.
9. The bolster shall be cleaned, inspected for wear and damage and repaired as required per EMD MI 1501, latest addition.
    a. All wear plates, including but not limited to, frame, bolster wear plates and rings, center bearing and side bearing wear plates shall be renewed.
    b. A new center bowl dust guard shall be installed.
    c. Bolster stops are required/
10. Elliptical springs and swing hanger:
    a. Elliptical springs shall be cleaned and qualified and repaired as required for reuse.
    b. Swing hangers shall be sand blasted, magnetic particle inspected and qualified and repaired as required for reuse.
    c. Swing hanger pins and bushings shall be new.

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    d. Inspect, qualify and repair spring plank safety straps as required for reuse.
11. All coil springs shall be new and correct for a 4-axle locomotive weighing 280,000+ lbs. fully loaded.
12. Brake rigging shall be new manufacture (bidder to indicate manufacturer in bid response).
    a. Brake rigging must accommodate traction motor combos with 40” wheels.
    b. Slack adjusters shall be new pin type.
13. Brake shoes installed shall be new composition type.
14. Brake cylinders shall be rebuilt utilizing new parts including, but not limited to, new cups, gaskets, packing and “O” rings.
15. All air brake piping can be qualified piping.
    a. Provisions shall be made for brake cut out connection.
    b. Air piping shall be leak tested.
16. Trucks shall have outboard sanding equipment installed including brackets, piping, and sand nozzle.
17. Trucks shall be painted with locomotive black enamel.
    a. Trucks to be thoroughly cleaned and all scale, rust or loose material removed prior to painting.
18. Trucks must have a metal tag riveted to each rebuilt truck showing:
    a. Rebuilder
    b. Date rebuilt (Month/Year)
    c. Serial number of truck
19. Trucks must be tarped during shipment.
20. Documentation to include Truck Frame build-up measurements made.
21. Contract Deliverable Requirements List (CDRL)
    a. CDRL 1 – Program Management Plan
    b. CDRL 2 – Monthly Progress Report
    c. Quality Assurance Plan
    d. First Article Inspection

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Exhibit B

Price

UTA shall pay to Wabtec the not-to-exceed prices set forth below for the Goods and Services ("NTE's):

Quantity	Unit of Measure	Description of Goods and Services	Price	Extended Not to Exceed Total Price
32	Each	Overhaul of Blomberg style 2 axle Truck Frames	$42,930.73	$1,373,783.36

Contractor shall invoice UTA after each set of overhauled truck frames is complete and has been received by UTA. The invoice shall be paid by UTA within thirty (30) days from the date of the invoice.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 12/1/2021

TO:	Board of Trustees
THROUGH:	Mary DeLoretto, Interim Executive Director
FROM:	William Greene Chief Finance Officer
PRESENTER(S):	Stacey Adamson, Sr. Sales Representative Kensey Kunkel, Mgr. Business Dev. & Sales

TITLE:

Fare Agreement: Ski Bus Service (Sundance Mountain Resort)

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Approve contract and authorize Executive Director to execute the Ski Bus Agreement with Sundance Mountain Resort

BACKGROUND:
Utah Transit Authority ("UTA") and Sundance Mountain Resort ("Sundance") have a longstanding relationship to promote the sustainability and growth of the Ski Bus Service, reduce congestion, and improve air quality. For over 20 years, Sundance and UTA have contracted to provide transit service for resort employees and season pass holders ("Authorized Users.")

For the 2020-2021 ski season, Sundance and UTA entered into an agreement wherein pricing was based on pre-pandemic levels. Total revenue for the 2020-2021 Agreement was $7,300 and included a COVID-19 clause which stated if limited service was warranted, or if the contracted service was suspended, then the base purchase price of the Agreement would be adjusted on a weekly basis in accordance with the reduced rate of service.

DISCUSSION:
UTA will be partnering with Sundance on a Ski Bus Agreement for the 2021-22 ski season. Sundance has requested a return to a pay-per-trip model for the upcoming Ski Season whereby they will be invoiced each month based on the actual Ski Bus boarding counts of their Authorized Users during the preceding month.

Ridership will be determined based on data collected from UTA's Electronic Fare Collection system (EFC) and Sundance will pay $4.00 per Authorized User boarding, which is a 20 percent discount of the current public ski fare of $5.00.

Sundance and UTA have agreed to revisit this methodology for the 2022-23 ski season.

CONTRACT SUMMARY:

Contractor Name:	Sundance Mountain Resort
Contract Number:	21-F0250
Base Contract Effective Dates:	December 18, 2021- March 26, 2022
Extended Contract Dates:	NA
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Amount Contract Value:	$2,500-$4,200
Procurement Method:	NA
Funding Sources:	NA

ALTERNATIVES:

Do not approve the contract with Sundance Mountain Resort and forego revenue.

FISCAL IMPACT:

Revenue for the 2021-22 Ski Season is anticipated to be between $2,500-$4,200. This is based on ridership increasing between 50-150 percent from 2020-21 actual ridership. The pay-per-trip value in the 2020-21 Ski Season was $2,100:

	Increase compared to 2020-21 PPT Value *Includes th		
	50%	**100%**	**150%**
2021-22	$ 2,500	$ 3,300	$ 4,2

Note: Pay-per-trip value and revenue may increase or decrease dependent upon seasonal conditions.

ATTACHMENTS:

1) Contract

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SKI BUS AGREEMENT
SUNDANCE MOUNTAIN RESORT
2021-2022

THIS AGREEMENT is made this 18TH day of December, 2021, between the **UTAH TRANSIT AUTHORITY,** a public transit district organized under the laws of the State of Utah ("Authority" or "UTA") and **SUNDANCE MOUNTAIN RESORT**, a Utah corporation, ("Administrator").

A. The Authority is a public transit district organized under the provisions of the Utah Public Transit District Act that provides public transportation service along the Wasatch Front, including in Provo Canyon, and is authorized by State law to enter into contracts; and

B. Administrator operates a ski resort in Provo Canyon, sells season passes to the public, and hires employees to assist in the operation of its ski resort; and

C. Administrator desires to secure public transportation services to their resort under the terms and conditions described below:

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and for other good and -valuable consideration, the parties hereby agree as follows:

1. **TERM.** This Agreement shall begin on date stated above and end March 26, 2022.

2. **AUTHORIZED USERS.** Administrator's season pass holders and employees shall be Authorized Users under this Agreement.

3. **SKI BUS SERVICE.** The Authority shall provide public transit service in Provo Canyon on schedules and routes determined by the Authority at its sole discretion ("Ski Bus Service").

4. **PASSES.** Administrator shall issue a pass for use on UTA's transportation services in the form of a Unique electronic micro-chip embedded in an electronic fare card media that complies with UTA's requirements ("Pass") to Authorized Users only. Passes are non-transferrable. Administrator agrees to provide UTA educational information to each Authorized User regarding UTA's Electronic Fare Collection Policies, particularly the requirement that Authorized Users tap on prior to boarding and tap off immediately after boarding. Failure to tap on and off may result in a citation or fine pursuant to UTA's Ordinances.

5. **PASS RECOGNIZED AS TRANSIT FARE:** For the term of this agreement, a Pass issued to an Authorized User under this Agreement, when displayed together with valid photo identification upon request, shall be recognized as full fare on Ski Bus Service when the Authorized User has tapped on and tapped off.

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6. **PASSES FOR NON-CONNECTING SERVICE.** UTA transit services which do not connect with Ski Bus Service are considered to be "non-connecting service." and are not authorized for use under this Agreement.

7. **MONTHLY PAYMENT.** UTA shall invoice Administrator each month based on the actual Ski Bus boarding counts of the Administrator's Authorized Users during the preceding month. Boarding and fare usage will be determined by the Authority based upon monthly ridership boarding counts using UTA's Electronic Fare Collection ("EFC") ridership counting system. Administrator agrees to pay $4.00 per Authorized User boarding, which is a 20% discount off the current Ski Bus fare of $5.00. Administrator agrees to pay UTA the amount invoiced within thirty (30) days of date of invoice. Administrator agrees to pay a one percent (1%) late fee on balances due that remain unpaid within thirty (30) days from the date indicated on the invoice.

   A. Form of Payment. Payment can be made in the following forms: Check, ACH, and/or Wire Transfer. Checks should be made payable to UTA and mailed to the following address: Utah Transit Authority, Accounts receivable, 669 West 200 South, Salt Lake City, Utah 84101. ACH/WIRE instructions are available upon request

8. **CONFISCATION AND UNAUTHORIZED USE OF PASS.** UTA shall have the right to confiscate a Pass at any time (without notice to the Administrator) from any person who UTA reasonably believes is not an Authorized User or if UTA reasonably believes the Pass has been duplicated, altered, or used in an unauthorized way. UTA will immediately deactivate confiscated Passes and notify the Administrator. If the Pass is an Administrator-provided card, UTA will return it to Administrator.

9. **RECONCILIATION.** UTA maintains the right, upon reasonable notice, to inspect during regular business hours, all Passes maintained by Administrator at all times during the term of this Agreement and for a period of one year after the expiration or termination of this Agreement. Administrator shall cooperate with and permit UTA to examine the unissued Passes distributed to Administrator and the Passes sold and to inspect and reconcile all records and accounts pertaining to this agreement on a monthly basis

10. **REPORTING**

   A. Partner Website. The Authority agrees to provide the following information to

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Administrator through www.tap2rideuta.com., which may be accessed at any time: (1) Ridership- parameters include a date range with trip counts by Pass number or service type; (2) active Passes- a count of total active passes; (3) Pass Summary- the current status of each Pass, the Pass number, and property field to the extent completed by Administrator; and (4) action history- a summary of all changes made to Passes. Administrator may access this information at www.tap2rideuta.com by selecting "reports."

B. Ridership Data. Each monthly billing cycle, UTA agrees to provide Administrator with a trip count of its Authorized Users' ridership on Ski Bus Service during the preceding month.

C. Additional Ridership Data. Subject to Utah Code 17B-2a-815(3)(a), which limits the type of ridership data UTA may disclose to third party administrators, the Authority will provide additional Authorized User ridership data to Administrator upon request. Requests for additional ridership data must be emailed to passprograms@rideuta.com.

D. Administrator Data. Administrator agrees to identify the type of each Pass issued (employee, season pass-holder) in the property fields on the UTA Partner Website or the bulk import spreadsheet. UTA encourages Administrator to provide additional information in the property fields of the UTA Partner Website or bulk import spreadsheet so that the parties can obtain more comprehensive ridership data in connection with the Ski Bus Service.

E. Annual Ridership Report. The Authority will provide Administrator with an Annual written or electronic report summarizing the service provided under the terms of the Agreement. UTA can also provide Administrator with a breakdown of EFC Pass usage if Administrator provides Pass holder information through bulk import.

11. **TERMINATION OF AGREEMENT.** This Agreement may be terminated with or without cause by either party by providing thirty (30) days advance written notice of termination. In the event the Agreement is terminated after UTA begins Service, the amount owed underthis Agreement shall be prorated based on the number of days UTA provided the Service.

12. **THIRD PARTY INTERESTS.** No person not a party to this Agreement shall have any rights or entitlements of any nature under it.

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13. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreement or special arrangements contrary to or in addition to the terms and condition as stated herein.

14. **COSTS AND ATTORNEY'S FEES.** If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorneys' fees and court costs shall be paid by the non-prevailing party.

15. **NOTICES.** Except as otherwise indicated, notices to be given hereunder shall be sufficient if given in writing in person or by personal delivery, U.S. mail, or electronic mail. All notices shall be addressed to the respective party at its address shown on Exhibit A or at such other address or addresses as each may hereafter designate in writing. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement.

If to:

Administrator:	Sundance Mountain Resort	Utah Transit Authority:
Name:	Czar Johnson	Kensey Kunkel
Address:	8841 North Alpine Loop Rd	669 West 200 South
	Sundance, UT 84604	Salt Lake City, Utah 84101
Phone:		801-741-8806
Email:	czarj@sundance-utah.com	kkunkel@rideuta.com

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

16. **INTENT TO BE LEGALLY BOUND.** The undersigned parties have duly caused this Agreement to be executed and any individual signatories executing on behalf of a governmental entity, corporation or limited liability company are duly authorized by his or her respective governmental entity, corporation or limited liability company employer to execute this Agreement.

17. **NON-DISCRIMINATION**. Administrator agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, creed, sex, or age in accordance with the requirements of 49 U.S.C. 5332.

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18. **DEFAULT.** In the event that either party fails to perform any of the terms and conditions required to be performed pursuant to this Agreement, and upon fifteen (15) days' notice of such failure to perform, the non-defaulting party under this agreement may terminate this Agreement. In the event that Administrator fails to pay UTA, including court costs and reasonable attorney's fees after the Agreement has been terminated

19. **SUCCESSORS AND ASSIGNS.** This agreement shall not be assigned without the written consent of the other party. This agreement with all of its terms and provision shall be binding and inure to the benefit of any permitted successors and assigns of the parties hereto.

20. **AMENDMENTS.** This Agreement may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding upon either party unless in writing signed by a duly authorized representative of each party.

21. **INDEMNIFICATION.** The parties mutually agreed to indemnify, defend and hold harmless the other party, its directors, officers, agents and employees against any and all claims, actions, debts or loss to the extent arising from a breach of a covenant, or other breach or default by the indemnifying party under this Agreement. The Parties recognize and acknowledge that UTA is a public or governmental agency or entity covered under the provisions of the Utah Governmental Immunity Act as set forth in Sections 63-30-1 to 63-30-38, Utah Code Annotated 1953, as amended, and the limits of liability therein described. UTA does not waive any legal defense or benefit available to it under applicable law. Both parties agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

22. **GOVERNING LAW**. This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice oflaw or conflict of law rules or provisions.

23. **WAIVER.** The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of the parties hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.

Remainder of page left intentionally blank

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In WITNESS WHEROF, the undersigned parties have executed this Agreement the date and year above written.

SUNDANCE SKI RESORT

By: _____Date:_____

Name:_____

Title:_____

UTAH TRANSIT AUTHORITY

By: _____Date:_____
Name:
Title

By: _____Date:_____
Name:
Title:

Approved as to Form:

DocuSigned by:
Mike Bell
70E33A415BA44F6...

By: _____Date: 11/3/2021
Michael Bell
Assistant Attorney General
Counsel for UTA

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669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 12/1/2021

TO: Board of Trustees
THROUGH: Mary DeLoretto, Interim Executive Director
FROM: William Greene, Chief Financial Officer
PRESENTER(S): Kensey Kunkel, Manager Business Dev. & Sales

TITLE:

Fare Agreement: Ski Bus Service - Amendment 1 (Snowbasin Resort Company)

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Approve contract and authorize Executive Director to execute Amendment 1 to the Ski Bus Agreement with Snowbasin Resort Company

BACKGROUND:
Utah Transit Authority and Snowbasin Resort Company ("the Resort") have a longstanding relationship to promote the sustainability and growth of the Ski Bus Service. For over 20 years, the Resort has contracted with UTA to provide transit service to employees and Ski Pass holders.

For the 2020-21 Ski Season, Snowbasin Resort Company and UTA entered into a Ski Bus Agreement. As part of the agreement, the Resort received transit passes to be given to their authorized users which included employees and season pass holders. The value of the contract for the 2020-21 Ski Season was $46,300.

DISCUSSION:
In the spirit of Snowbasin and UTA's working relationship, both partners desire to extend the contract one more year through a contract amendment. All terms of the contract will remain the same with the following exceptions:

1. Removal of Article 5: COVID-19
2. Exhibit A updated to indicate service change
3. Increase to base price

4. Removal of Exhibit C

CONTRACT SUMMARY:

Contractor Name:	Snowbasin Resort Company
Contract Number:	20-F0152-A1
Base Contract Effective Dates:	December 1, 2020 through April 30, 2021
Extended Contract Dates:	December 1, 2021 Through March 27, 2022
Existing Contract Value:	$46,296
Amendment Amount:	$46,381
New/Total Amount Contract Value:	$92,677
Procurement Method:	NA
Funding Sources:	Snowbasin Resort Company

ALTERNATIVES:

Do not enter into an agreement with Snowbasin Resort Company and forego revenue and ridership.

FISCAL IMPACT:

Additional $46,381 in operational revenue

ATTACHMENTS:

1. Amendment: 2021-12-01_Snowbasin_A1
2. Contract: Bus Agreement_Snowbasin 2020-21

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SKI BUS SERVICE AGREEMENT
SNOWBASIN RESORT COMPANY
Renewal amendment no. 1

Background:

Utah Transit Authority and Snowbasin Resort Company entered into a Ski Bus Service Agreement on December 1, 2020, to provide the opportunity for public transit for patrons and employees in order to reduce congestion, improve air quality and limit the use of motor vehicles.

Both Parties desire to extend the agreement for an additional year.

Renewal Amendment:

1. Utah Transit Authority and Snowbasin Resort Company hereby agree to extend the Ski Bus Service Agreement described above for an additional year from December 1, 2021, though March 27, 2022.

2. Article 5 of the Agreement dealing with COVID-19 is deleted.

3. The Operating Plan shown in Exhibit A will change to indicate service to the 21St Hotels, and the addition of 1 trip arriving at Snowbasin at 7:00am and 1 trip departing Snowbasin at 4:45pm from December 1st to December 12, 2021.

4. The base purchase price shown in Exhibit B shall increase from $46,296 to $46,381.

5. Exhibit C is deleted as no longer applicable.

6. All other terms and conditions shall remain unchanged.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the last day written below.

UTAH TRANSIT AUTHORITY:

By:

Title:

Date:

By:

Title:

Date:

SNOWBASIN RESORT COMPANY:

By:

Title:

Date:

Approved:

DocuSigned by:
Mike Bell
70533A415BA44F6...

Michael Bell
Assistant Attorney General
Counsel for UTA

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EXHIBIT A

Weber County Ski Bus Service – Operating Plan

a. Route. The Ski Bus Service will run route from the 21st Street Hotels, terminating at the Snowbasin Ski Resort, as shown and depicted on the maps and schedules attached hereto. Buses travelling from the Snowbasin to the 21st Street Hotels will travel the same routes, in the reverse direction. The routes are depicted on Exhibit 1 hereto.

b. Stops. The Ski Bus Service will stop at some or all of the following locations:

- 21st Street Hotels
- Ogden Transit Center
- Courtyard by Marriott, Lincoln Ave., North/South bound, Lincoln Ave.
- Bigelow Hotel, Washington Blvd., North/South bound, Washington Blvd.
- Hampton and Hilton Hotel, Washington Blvd., North/South bound, Washington Blvd.
- 12th Street and Washington Blvd., East/West bound
- Lakeside Village Properties
- Snowbasin Ski Resort

The stops are shown on Exhibit 1 hereto.

In the event that snow removal and/or vehicles parked alongside the roadway render any stop and/or Park & Ride lot either unsafe or unworkable, at UTA's sole discretion and determination, then such stops will be eliminated.

c. Park and Ride Lots. The Ski Bus Service will be served by the following park and ride lots:

- Rainbow Gardens

d. Buses. The Ski Bus Service will primarily use buses designed for ski services. UTA reserves the right to use buses that meet the demand per trip and time of day.

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Exhibit 1

1 additional trip arriving at Snowbasin at 7:00am and 1 trip departing Snowbasin at 4:45pm will run from December 1st to December 12th, 2021.

675

To Snowbasin

Ogden Station	24th St & Lincoln Ave	26th St & Grant Ave	25th St & Washington	23rd St & Washington Blvd	12th St & Washington	Rainbow Gardens Park & Ride	Lakeside Resort (Huntsville)	Snow Basin Ski Resort
605a	607a	609a	610a	612a	616a	622a	638a	700a
700	703	705	706	708	713	719	737	759
738	741	743	744	746	751	757	815	837
❄ ----	----	----	----	----	----	757	----	837
900	903	905	906	908	913	919	937	959

❄ -Trips run only on Peak Service Days.

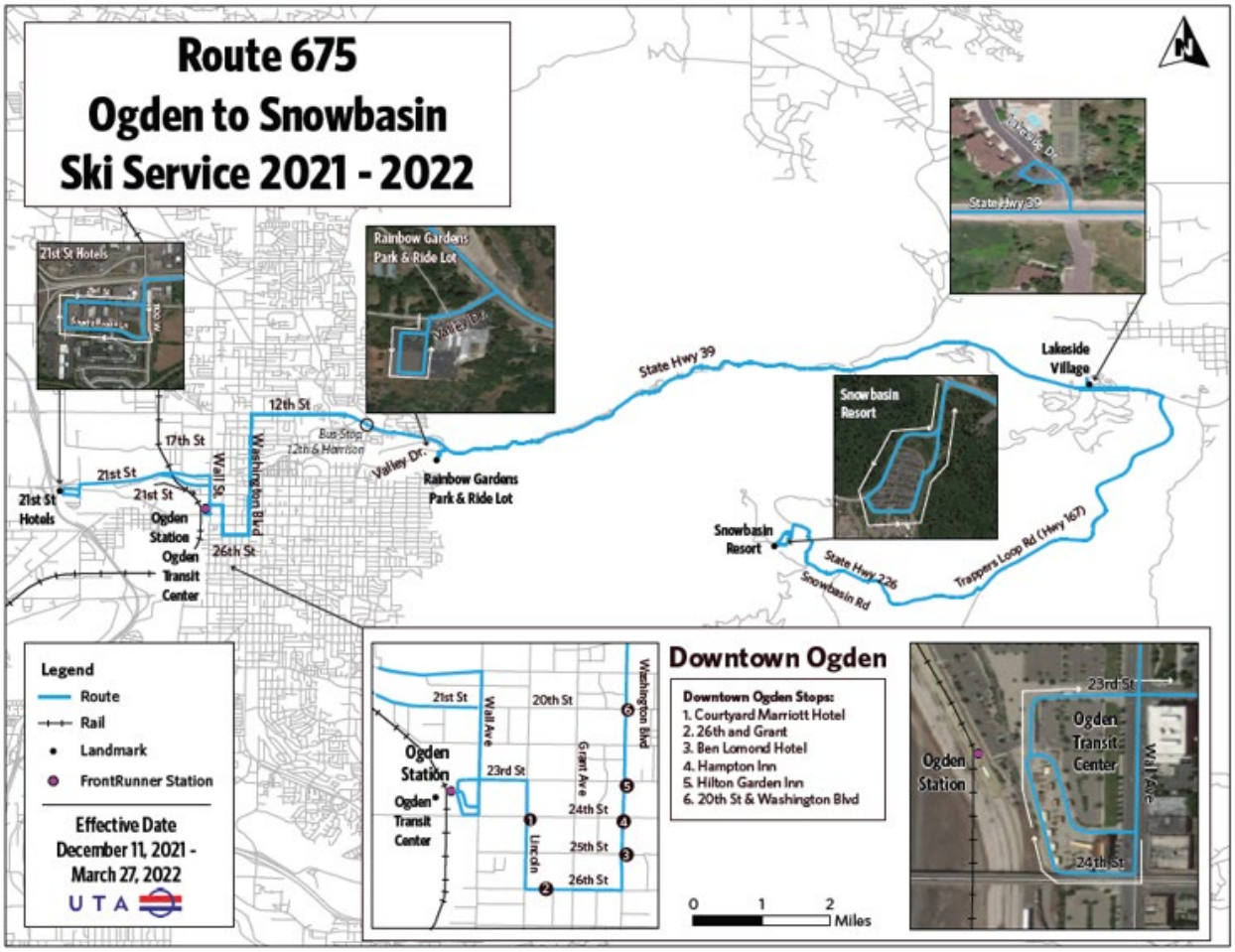
To Ogden Station

DESTINATION TIMEPOINTS

Snow Basin Ski Resort	Lakeside Resort (Huntsville)	Rainbow Gardens Park & Ride	12th St & Washington	23rd St & Washington Blvd	25th St & Washington	26th St & Grant Ave	24th St & Lincoln Ave	Ogden Station
★ 320p	338p	356p	402p	408p	410p	411p	414p	418p
★ 445	503	521	527	533	535	536	539	543
530	548	606	612	618	620	621	624	628

★-On Peak Service Days, these two trips will each be serviced by two buses because of expected high ridership.

In order to accommodate the arrival of most passengers on this route, express trips may leave early from destination timepoints



Approved in Laserfiche
12/10/2020
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SKI BUS SERVICE AGREEMENT
Snowbasin Resort Company
2020-2021

This Ski Bus Service Agreement (this "Agreement") is made effective the 1st day of December, 2020 (the "Effective Date") by and between Snowbasin Resort Company, whose notice address for purposes of this Agreement is 3925 Snow Basin Rd, Huntsville, Ut 84317 (hereinafter referred to as the "**Sponsor**") and **UTAH TRANSIT AUTHORITY**, a public transit district, whose notice address for purposes of this Agreement is 669 West 200 South, Salt Lake City, Utah 84101, ("**UTA**").

RECITALS:

WHEREAS, UTA is a public transit district providing public transit services within the State of Utah;

WHEREAS, Both the Sponsor and UTA recognize the benefits of public transit for individuals, employers and the community for reducing congestion, improving the quality of air and the environment and limiting the amount of real property set aside or dedicated to motor vehicle uses and parking in urban locations;

WHEREAS, Sponsor desires to participate in Ski Bus Service Agreement pursuant to the terms and conditions set forth in this Agreement including Exhibits "A," "B," and "C".

NOW, THEREFORE, in consideration of the mutual covenants, condition and promises as hereinafter set forth, it is mutually agreed as follows:

AGREEMENT:

1. Term. So long as this Agreement has not been earlier terminated in accordance with Section 8 or otherwise in accordance with the terms of this Agreement, this Agreement shall be effective from the Effective Date through and including April 30, 2021.

2. Ski Bus Service. UTA agrees to operate ski bus service on schedules and routes determined by the UTA and Snowbasin based on needs of Snowbasin and on an assessment of ridership demand as compared to resources available. Details can be found in Exhibit A.

3. Pass Recognized as Transit Fare. For the term of this Agreement, a pass issued to an authorized user under this Agreement, when displayed together with valid photo identification upon request, shall be recognized as valid fare on UTA TRAX trains and regular UTA buses connecting to Ski Bus Service provided the authorized user taps on and taps off. In the event the Sponsor desires to include additional authorized UTA services

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within this Agreement, the Sponsor may request in writing by emailing kkunkel@rideuta.com. The Sponsor acknowledges that adding additional authorized services to this Agreement may result in an increase in price to the base purchase price referenced in Exhibit B (the "Base Purchase Price") and, in such case, the parties agree to renegotiate the financial terms of this Agreement in good faith based on actual costs incurred as a result of the additional services.

4. Cost and Payment. In consideration of the obligations each party has assumed under the terms of this Agreement, Sponsor shall pay to UTA the applicable Base Purchase Price amount for each year during the Term as described in Exhibit B. Payment shall be made in 3 equal installments, and UTA will invoice the Sponsor on January 1, February 1, and March 1 of each contract year. Payment shall be due within thirty (30) days after the invoice date.

   a. UTA shall charge a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid for more than thirty days (30) days.

   b. UTA is entitled to one hundred percent (100%) of the advertising revenues generated from any advertising placed on any transit vehicle and all fare box revenue generated by the service.

5. Covid-19.

   a. Service: Notwithstanding anything to the contrary set forth in Section 4, for Year 1 of the contract only based upon the unforeseen circumstances of the Covid-19 pandemic: (i) the parties may jointly determine that limited service is warranted; or (ii) Sponsor may request service to be temporarily suspended. If the parties agree to reduce service or if Sponsor requests service to be temporarily suspended, then the Base Purchase Price will be adjusted on a weekly basis in accordance with the reduced rate of service.

   b. Billing: For Year 1, UTA will invoice Sponsor for service provided in the preceding month at the weekly Base Purchase Price multiplied against the total weeks or prorated weeks in the month as described in Exhibit C. UTA will invoice the Sponsor no later than the 8th day of each the month beginning in January 2021. Payment shall be due within thirty (30) days after the invoice date.

6. Confiscation and Unauthorized Use of Pass. UTA shall have the right to confiscate a pass at any time (without notice to the Sponsor) from any person who UTA reasonably believes is not an authorized user or if UTA reasonably believes the pass has been duplicated,

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altered, or used in an unauthorized way. UTA will immediately deactivate confiscated passes and notify the Sponsor. If the pass is an Sponsor-provided card, UTA will return it to Sponsor.

7. Reporting

a. Partner Website. The UTA agrees to provide the following information to Sponsor through www.tap2rideuta.com which may be accessed by Sponsor at any time: (1) Ridership- parameters include a date range with trip counts by pass number or service type; (2) active passes- a count of total active passes; (3) pass Summary- the current status of each pass, the pass number, and property field to the extent completed by Sponsor; and (4) action history- a summary of all changes made to passes. Sponsor may access this information at www.tap2rideuta.com by selecting "reports."

b. Additional Ridership Data. Subject to Utah Code 17B-2a-815(3)(a), which limits the type of ridership data UTA may disclose to third party Sponsors, the UTA will provide additional Authorized User ridership data to Sponsor upon request. Requests for additional ridership data must be emailed to passprograms@rideuta.com.

c. Sponsor Data. Sponsor agrees to identify the type of each pass issued (employee or season pass-holder) in the property fields on the UTA Third Party Partner Website or the bulk import spreadsheet. UTA encourages Sponsor to provide additional information in the property fields of the UTA Partner Website or bulk import spreadsheet so that the parties can obtain more comprehensive ridership data in connection with the Ski Bus Service.

d. Annual Ridership Report. The UTA will provide Sponsor with an annual written or electronic report summarizing the service provided under the terms of the Agreement. UTA can also provide Sponsor with a breakdown of EFC pass usage if Sponsor provides pass holder information through bulk import.

e. Non-Connecting Service Report. The UTA will provide Sponsor with a weekly report summarizing card holder use on non-connecting service under the terms of the Agreement.

8. Termination. This Agreement may be terminated with or without cause by either party by providing thirty (30) days advance written notice of termination. In the event the Agreement is terminated after UTA begins Service, the amount owed under this Agreement shall be prorated based on the number of days UTA provided the Service.

9. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by the parties.

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10. Indemnification. UTA is a governmental entity under the Utah Governmental Immunity Act of the Utah Code, Section 63G-7-101 et seq. 1953 (as amended) (hereinafter, the "Act"). Nothing in this Agreement shall be construed to be a waiver by either UTA of any protections, rights, or defenses applicable under the Act. It is not the intent of either party to incur by contract any liability for the negligent operations, acts, or omissions of the other party or any third party and nothing in the Agreement shall be so interpreted or construed. In the event of any conflict or inconsistency between the provisions of this section and any other provisions of this Agreement, the provisions of this section shall prevail.

11. Default. If either party fails to perform any of the terms and conditions of this Agreement, upon fifteen (15) days' notice of such failure to perform, the non-defaulting party may terminate this Agreement.

12. Attorney's Fees. The defaulting party agrees to pay the non-defaulting party's costs and reasonable attorney's fees in the event such are incurred to enforce any of the provisions of this Agreement.

13. Assignment. No party shall have the right to assign its right and obligations hereunder without the express written consent of the other parties.

14. Non-discrimination. The parties agree that they shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, disability, sex, or age in accordance with the requirements of 49 U.S.C. 5332.

15. Relationship of the Parties. The relationship between the parties is an arms-length contractual relationship and is not fiduciary in nature. Nothing contained in this Agreement will be deemed to create an association, partnership, or joint venture between the parties, give rise to fiduciary duties, or cause any of the parties to be liable or responsible in any way for the actions, liabilities, debts or obligations of the other party. The parties shall not have any right, power, or authority to make any representation or to assume or create any obligation, whether express or implied, on behalf of the other party(ies), or to bind the other party(ies) in any manner.

16. Severability. If any part or provision of this Agreement is found to be prohibited or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such prohibition or unenforceability without invalidating the remaining parts or provisions hereof, and any such prohibition in any other jurisdiction. Those parts or provisions of this Agreement, which are not prohibited or unenforceable, shall remain in full force and effect.

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17. Authorization. The persons executing this Agreement on behalf of a party represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such party.

18. Governing Law and Venue. This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions. If either party brings against the other party any proceeding arising out of this Agreement, then that party may bring that proceeding only in the Third District Court in the State of Utah or the United States District Court for the District of Utah if there is federal subject matter jurisdiction.

19. Notice or Demands. Any notice or demand to be given by one party to the other shall be given in writing per personal service, express mail, Federal Express, or any other similar form of courier or delivery service, or mailing in the United States Mail, postage prepaid, certified, return receipt requested and addressed to such party as follows:

If to Snowbasin Resort Company:		If to UTA:
Sponsor:	Snowbasin Resort Company	Utah Transit Authority
ATTN:		ATTN: Kensey Kunkel
Address:	3925 Snow Basin Rd.	669 West 200 South
Address 2:		Salt Lake City, Utah 84101
City, State, Zip	Huntsville, Ut 84317	

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

20. Counterparts; Electronically Transmitted Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same Agreement. Signatures transmitted by facsimile and/or e-mail shall have the same force and effect as original signatures.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

UTAH TRANSIT AUTHORITY:

DocuSigned by:
Andres Colman
73879E2C5BD04CB...
Date 11/18/2020

By:
Title:

DocuSigned by:
D. Eddy Cumins
D453D7B9F73D44C...
Date 12/2/2020

By:
Title:

Approved As To Form:

DocuSigned by:
Mike Bell
361F16F838704A9...
11/18/2020

UTA Legal Counsel

SNOWBASIN RESORT COMPANY:

DocuSigned by:
Davy Ratchford
D25DE1F876A942E...
Date 11/18/2020

By:
Title:

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EXHIBIT A
WEBER COUNTY
SKI BUS SERVICE-OPERATING PLAN 2020/21

A. Route. The Ski Bus Service will run route from the Ogden Transit Center, terminating at the Snowbasin Ski Resort, as shown and depicted on the maps and schedules attached hereto. Buses travelling from the Snowbasin to the Ogden Transit Center will travel the same routes, in the reverse direction. The routes are depicted on Exhibit 1 hereto.

B. Stops. The Ski Bus Service will stop at some or all of the following locations:

- Ogden Transit Center
- Courtyard by Marriott, Lincoln Ave., North/South bound, Lincoln Ave.
- Ben Lomond Hotel, Washington Blvd., North/South bound, Washington Blvd.
- Hampton and Hilton Hotel, Washington Blvd., North/South bound, Washington Blvd.
- 12th Street and Washington Blvd., East/West bound
- Lakeside Village Properties
- Snowbasin Ski Resort

The stops are shown on Exhibit 1 hereto.

In the event that snow removal and/or vehicles parked alongside the roadway render any stop and/or Park & Ride lot either unsafe or unworkable, at UTA's sole discretion and determination, then such stops will be eliminated.

C. Park and Ride Lots. The Ski Bus Service will be served by the following park and ride lots:

- Rainbow Gardens

D. Buses. The Ski Bus Service will primarily use buses designed for ski services. UTA reserves the right to use buses that meet the demand per trip and time of day.

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EXHIBIT 1

675

To Snowbasin

Ogden Station	24th St & Lincoln Ave	26th St & Grant Ave	25th St & Washington	23rd St & Washington Blvd	12th St & Washington	Rainbow Gardens Park & Ride	Lakeside Resort (Huntsville)	Snow Basin Ski Resort
605a	607a	609a	610a	612a	616a	622a	638a	700a
700	703	705	706	708	713	719	737	759
738	741	743	744	746	751	757	815	837
❄ ----	----	----	----	----	----	757	----	837
900	903	905	906	908	913	919	937	959

❄-Trips run only on Peak Service Days.

To Ogden Station

DESTINATION TIMEPOINTS

Snow Basin Ski Resort	Lakeside Resort (Huntsville)	Rainbow Gardens Park & Ride	12th St & Washington	23rd St & Washington Blvd	25th St & Washington	26th St & Grant Ave	24th St & Lincoln Ave	Ogden Station
★ 320p	338p	356p	402p	408p	410p	411p	414p	418p
★ 445	503	521	527	533	535	536	539	543
530	548	606	612	618	620	621	624	628

★-On Peak Service Days, these two trips will each be serviced by two buses because of expected high ridership.

In order to accommodate the arrival of most passengers on this route, express trips may leave early from destination timepoints

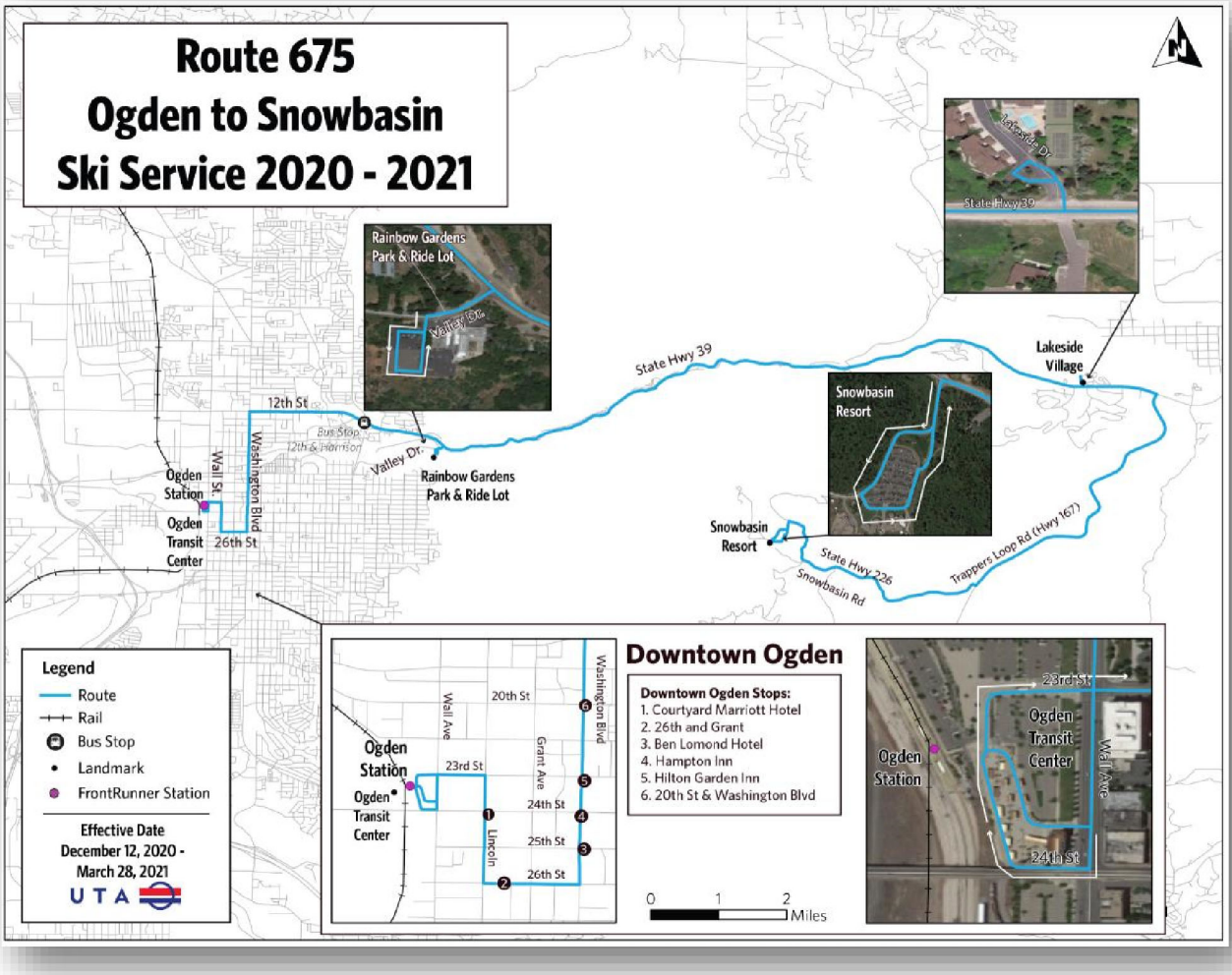

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EXHIBIT B
BASE PURCHASE PRICE

Contract Year	Term Dates	Base Purchase Price
Y1	November 1, 2020- April 30, 2021	$46,296

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EXHIBIT C

COVID-19 SERVICE
AND BILLING ADJUSTMENTS

	Base Purchase Price	$ 46,296
B	**Weeks in The Ski Season**	18
C	**Weekly Base Purchase Price (A/B)**	$ 2,572

Service %	Weekly Base Purchase Price
100%	$2,572
75%	$1,929
50%	$1,286
25%	$643
0%	$0

*The service percentage will be based on actual service % performed and may vary from percentages shown above

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 12/1/2021

TO:	Board of Trustees
THROUGH:	Mary DeLoretto, Interim Executive Director
FROM:	William Greene, Chief Financial Officer
PRESENTER(S):	Monica Morton, Fares Director

TITLE:

Sponsored Fare Agreement: Trolley Bus Service - Amendment 2 (Layton City Corporation)

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Authorize Amendment 2 to the Bus Agreement with Layton City Corporation in the amount of $179,004.

BACKGROUND:
Utah Transit Authority has a longstanding relationship with Layton City. In 2020, Layton City Corporation ("the City") entered into a Bus Agreement with UTA that included three (3) one-year options to renew the contract. The City chose to renew their agreement with UTA in 2021. This agreement allowed the City to partner with UTA to fund a portion of the operating cost of the service for the "Midtown Trolley" (Route 628). Per the terms of the agreement, the City agrees to pay 25 percent of the operating costs. In 2021, the City paid $162,760.

DISCUSSION:
UTA and the City have agreed to renew the contract terms for 2022. The City will continue to fund a portion of the operating cost of the trolley service that will connect the Layton and Clearfield FrontRunner Stations. The City has agreed to pay to UTA $179,004 in 2022. Fares will not be collected on the Midtown Trolley (Route 628).

CONTRACT SUMMARY:

Contractor Name:	Layton City Corporation
Contract Number:	19-03159-A2
Base Contract Effective Dates:	January 1, 2020 - December 31, 2020
Extended Contract Dates:	Amend #1: January 1, 2021 - December 31, 2021 Amend #2: January 1, 2022 - December 31, 2022
Existing Contract Value:	$321,918
Amendment Amount:	$179,004
New/Total Amount Contract Value:	$500,922
Procurement Method:	N/A
Funding Sources:	Layton City

ALTERNATIVES:

Do not authorize the contract with the city and forego contract revenue of $179,004

FISCAL IMPACT:

$179,004 in revenue reimbursement to UTA

Total Amount Contract Value (2021-22): $500,922

Contract	Value
Base Contract	$159,158
Amendment 1	$162,760
Amendment 2	$179,004
Total Value	**$500,922**

ATTACHMENTS:

1) Contracts and Amendments:
   a. Amendment 2
   b. Base Contract

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UTA Contract No. 19-03159-A2

RENEWAL AMENDMENT 2
Midtown Trolley Service Agreement
Layton City Corporation

This amendment no. 2 is effective on January 1st, 2022 ("Effective Date"), by and between **UTAH TRANSIT AUTHORITY**, a public transit district ("UTA") and **LAYTON CITY CORPORATION,** a municipal corporation of the State of Utah. hereinafter referred to as "City". (Hereinafter the "Parties").

Whereas, the Parties entered into a Service Agreement (hereinafter the "Agreement") (UTA Contract No. 19-03159) with an effective date of January 1, 2020 for trolley service connecting Layton and Clearfield Frontrunner stations;

Whereas, the Parties renewed the Agreement for an additional one-year term from January 1, 2021 until December 31, 2021;

Whereas, the Parties desire to renew the Agreement for an additional one year term from January1, 2022 until December 31, 2022;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The parties agree to renew the Agreement for an additional one-year term from January 1, 2022, through December 31, 2022.

2. The amount to be paid by City shall be the total sum of $179,004. UTA shall invoice the City for the Service in two equal installments of $ 89,502 in May and November 2022.

3. All other terms and conditions of the Agreement and Amendments No. 1 including but not limited to the dates of service and routing continue in full force and effect and remain unchanged by this Amendment 2.

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IN WITNESS WHEROF, the Parties hereto have set their hands on the dates shown below.

UTAH TRANSIT AUTHORITY:

_____ Date _____
By:
Title:

_____ Date _____
By:
Title:

Approved As to Form:

DocuSigned by:
Mike Bell
70E33A415BA44F6...

UTA Legal Counsel

LAYTON CITY CORPORATION:

_____ Date _____
By:
Title:

UTA Contract No. 19-03159

SERVICE AGREEMENT

THIS AGREEMENT is effective on the 1st day of January, 2020, by and between UTAH TRANSIT AUTHORITY, a public transit district, hereinafter referred to as "UTA", and LAYTON CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter referred to as "City".

RECITALS:

A. UTA is a public transit district organized under the provisions of the Utah Public Transit District Act and provides public transit service within the State of Utah, including regularly scheduled service in the City; and

B. The City desires that UTA provide additional service to certain areas of the City and is willing to help defray the costs of such service.

NOW, THEREFORE, in consideration of the mutual covenants, condition and promises as hereinafter set forth, it is mutually agreed as follows:

AGREEMENT:

1. Term. The term of this Agreement shall commence on the 1st day of January, 2020, and run through the 31st day of December, 2020. This Agreement may be renewed for three additional one-year terms if the parties agree in writing by December 15 of each year to changes, if any, to the amount to be paid by City, the days of service, and the route identified on Attachment 1.

2. Trolley Service. UTA agrees to provide trolley service (the "Service") on the route described in Attachment 1. The trolley route shall be free to customers, and no transfer credit shall be provided. The provisions of this Agreement are intended to compensate UTA for anticipated farebox revenue. The trolley route will connect the Layton and Clearfield FrontRunner Stations at approximately 30 minute intervals with priority given to making connections with commuter trains. UTA agrees to publish information on the trolley route in the same way it publishes information on other UTA routes. The route shall be called "Midtown Trolley". Any additional logo or branding activities shall be mutually developed and agreed upon by UTA and Layton City, with appropriate compliance with UTA's approved Customer Information Standards guide.

3. Dates of Service. UTA will provide daily Service (Monday through Saturday) beginning Wednesday, January 1, 2020 and continuing through Thursday, December 31, 2020. UTA will provide Service on its Saturday schedule Thursday February 18 (President's Day), Monday May 25 (Memorial Day), Saturday July 4 (Independence Day), Friday July 24 (Pioneer Day), Monday September 7 (Labor Day) and Friday, November 27, (Black Friday) 2019. UTA will not provide the Service on Tuesday January 1 (New Year's Day), Thursday November 26, (Thanksgiving Day) and Friday December 25 (Christmas Day) 2020.

4. Termination. This Agreement may be terminated with or without cause by either party by providing thirty (30) days advance written notice of termination.

5. Consideration. The City agrees to pay UTA the sum of one hundred fifty-nine thousand one hundred and fifty-eight dollars ($159,158) to provide the Service. UTA shall invoice the City for the Service in two equal installments of seventy-nine thousand five-hundred and seventi-nine dollars ($79,579) in May and November 2020. Payment shall be due thirty days after the date on the invoice. UTA is entitled to one hundred percent (100%) of the advertising revenues generated from any advertising placed on any transit vehicles providing the Service.

6. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

7. Recognition of Sponsors. UTA agrees to identify the sponsors of the Service on the interior of the buses providing the Service. UTA and the City agree to work together to develop signage identifying the sponsors of the Service, but UTA retains sole discretion and decision-making authority regarding the content, size, design and placement of all signage.

8. Indemnification. Both the City and UTA are governmental entities under the Utah Governmental Immunity Act of the Utah Code, Section 63G-7-101 et seq. 1953 (as amended) (hereinafter, the "Act"). Nothing in this Agreement shall be construed to be a waiver by either UTA or the City of any protections, rights, or defenses applicable under the Act. It is not the intent of either party to incur by contract any liability for the negligent operations, acts, or omissions of the other party or any third party and nothing in this Agreement shall be so interpreted or construed.

9. Default. In the event that either party fails to perform any of the terms and conditions of this Agreement, upon fifteen (15) days' notice of such failure to perform, the right of the defaulting party under this Agreement shall expire.

10. Attorney's Fees. The defaulting party agrees to pay the non-defaulting party's costs and reasonable attorney's fees in the event such are incurred to enforce any of the provisions of this Agreement.

11. Assignment. No party hereto shall have the right to assign its right and obligations hereunder without the express written consent of the other parties hereto.

12. Notice or Demands. Any notice or demand to be given by one party to the other shall be given in writing per personal service, telegram, express mail, Federal Express, or any other similar form of courier or delivery service, or mailing in the United States Mail, postage prepaid, certified, return receipt requested and addressed to such party as Follows:

If to the City:
Layton City
ATTN: Alex Jensen
437 North Wasatch Drive
Layton, Utah 84041

If to UTA:
Utah Transit Authority
ATTN: Amanda Burton
669 West 200 South
Salt Lake City, Utah 84101

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

13. Project Manager. The UTA project Manager for this Agreement shall be Mr. Trevan Blaisdell, or designee. All correspondence regarding the technical aspects of this Agreement should be addressed to Mr. Blaisdell, or designee.

14. Contract Administrator. The UTA Contract Administrator for this Agreement is Ms. Jolene Higgins, or designee. All questions and correspondence relating to the contractual aspects of this Agreement should be directed to Ms. Burton, or designee.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

LAYTON CITY CORPORATION

Date: 12/12/19

Alex Jensen
City Manager

Attest:

Kimberly S Read, City Recorder

LAYTON CITY CORPORATION CORPORATE Seal STATE OF UTAH

Approved As To Form:

Gary Crane, Layton City Attorney

OK GTW 12-11-19

UTAH TRANSIT AUTHORITY

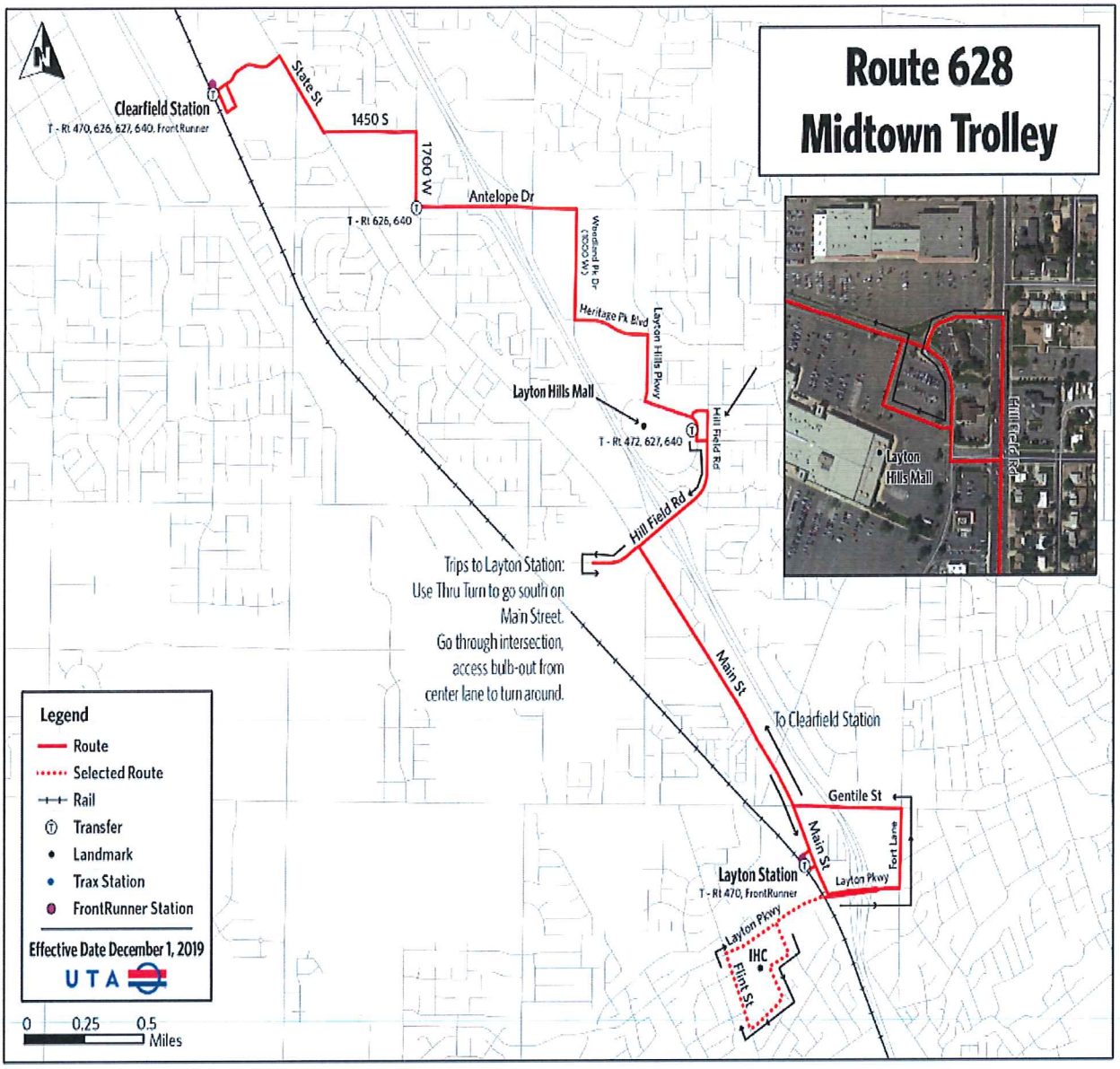
By:_____ Date: _____
D. Eddy Cumins
Chief Operating Officer

By:_____ Date: _____
Andres Colman
Regional General Manager

Approved As To Form:

_____
UTA Legal Counsel

ATTACHMENT 1 TO SERVICE AGREEMENT



669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 12/1/2021

TO: Board of Trustees
THROUGH: Mary DeLoretto, Interim Executive Director
FROM: William Greene, Chief Financial Officer
PRESENTER(S): Monica Morton, Fares Director

TITLE:

Sponsored Fare Agreement: Trolley Bus Service - Amendment 2 (Ogden City)

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Approve the Amendment 2 to the Trolley Bus Service Agreement with Ogden City in the amount of $70,213

BACKGROUND:

Utah Transit Authority has a longstanding relationship with Ogden City. In 2020, Ogden City entered into a Bus Agreement with UTA. This agreement allowed the city to partner with UTA to fund a portion of the operating cost of the service for the "Ogden Trolley" (Route 601 Circulator Bus Service). Per the terms of the agreement, Ogden City agrees to pay 25% of the operating costs. For the base contract, Ogden City paid UTA $72,328. The city chose to renew their agreement with UTA in 2021 through Amendment 1. In 2021, Ogden City paid UTA $72,906

DISCUSSION:
This action will allow UTA to continue to serve the riders of route 601 free of cost and attract new riders. This service is a valuable economic development tool for the City and its local partners.

UTA and Ogden City have agreed to renew the contract terms found in paragraph 1 of the original contract for the year 2022. This is the second amendment that the city has requested. Ogden City will continue to fund a

portion of the operating cost of the trolley that will connect Downtown Ogden City with the Ogden FrontRunner Station. Ogden City has agreed to pay to UTA $70,213 in 2022. Fares will not be collected on the Ogden Trolley (Route 601 Circulator Bus Service).

CONTRACT SUMMARY:

Contractor Name:	Ogden City
Contract Number:	19-F0055-A2
Base Contract Effective Dates:	January 1, 2020 through December 31, 2020
Extended Contract Dates:	Amend #1: January 1, 2021 through December 31, 2021 Amend #2: January 1, 2022 through December 31, 2022
Existing Contract Value:	$145,234
Amendment Amount:	$70,213
New/Total Amount Contract Value:	$215,447
Procurement Method:	N/A
Funding Sources:	Ogden City

ALTERNATIVES:

Not providing sponsored fare could result in a possible reduction in ridership.

FISCAL IMPACT:

Additional $70,213 in operational revenue.

Total Amount Contract Value (2020 to 22): $215,447

Contract	Value
Base Contract	$72,328
Amendment 1	$72,906
Amendment 2	70,213
Total Value	**$215,447**

ATTACHMENTS:

1) Contracts and Amendments:
   a. Amendment 2
   b. Base Contract

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UTA Contract No. 19-F0055-A2

RENEWAL AMENDMENT 2
Service Agreement
Ogden City

This amendment no. 2 is effective on January 1st, 2022 ("Effective Date"), by and between **UTAH TRANSIT AUTHORITY**, a public transit district ("UTA") and **OGDEN CITY**, a municipal corporation of the State of Utah, hereinafter referred to as "City". (Hereinafter the "Parties").

Whereas, the Parties entered into a Service Agreement (hereinafter the "Agreement") (UTA Contract No. 19-03160) with an effective date of January 1, 2020 for trolley service to connect downtown Ogden City with the Ogden Frontrunner station;

Whereas, the Parties renewed the Agreement for an additional one year term from January 1, 2021 until December 31, 2021;

Whereas, the Parties desire to renew the Agreement for an additional one year term from January1, 2022 until December 31, 2022;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The parties agree to renew the Agreement for an additional one-year term from January 1, 2022 through December 31, 2022.

2. The amount to be paid by City shall be the total sum of $70,213.06. UTA shall invoice the City for the Service in one installment in November 2022.

3. All other terms and conditions of the Agreement and Amendment No. 1, including but not limited to the dates of service and the Operating Plan, shall continue in full force and effect and remain unchanged by this Amendment No. 2.

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IN WITNESS WHEROF, the Parties hereto have set their hands on the dates shown below.

UTAH TRANSIT AUTHORITY:

Date

By:
Title:

Date

By:
Title:

OGDEN CITY:

Date

By:
Title:

Approved As to Form:

DocuSigned by:
Mike Bell
70E33A415BA44F6...

UTA Legal Counsel

DocuSign Envelope ID: B314727C-4BCB-4868-8090-B4E5475E782A

UTA Contract No. 19-03160

SERVICE AGREEMENT

THIS AGREEMENT is effective on the 1st day of January, 2020, by and between UTAH TRANSIT AUTHORITY, a public transit district, hereinafter referred to as "UTA", and Ogden City, a municipal corporation of the State of Utah, hereinafter referred to as "City".

RECITALS:

A. UTA is a large public transit district organized under the provisions of the Utah Public Transit District Act and provides public transit service within the State of Utah, including regularly scheduled service in the City; and

B. The City desires that UTA provide additional service to certain areas of the City and is willing to help defray the costs of such service.

NOW, THEREFORE, in consideration of the mutual covenants, condition and promises as hereinafter set forth, it is mutually agreed as follows:

AGREEMENT:

1. Term. The term of this Agreement shall commence on the 1ST day of January, 2020, and run through the 31st day of December, 2020. This Agreement may be renewed for three additional one-year terms if the parties agree in writing by December 15 of each year to changes, if any, to the amount to be paid by City, the days of service, and the route identified on Attachment 1.

2. Trolley Service. UTA agrees to provide trolley service (the "Service") on the route described in Attachment 1. The trolley route shall be free to customers, and no transfer credit shall be provided. The provisions of this Agreement are intended to compensate UTA for anticipated farebox revenue. The trolley route will connect Downtown Ogden City with the Ogden FrontRunner Station at approximately 20 minute intervals with priority given to making connections with commuter trains. UTA agrees to publish information on the trolley route in the same way it publishes information on other UTA routes. The route shall be called "Ogden Trolley". Any additional logo or branding activities shall be mutually developed and agreed upon by UTA and Ogden City, with appropriate compliance with UTA's approved Customer Information Standards guide.

3. Dates of Service. UTA will provide daily Service (Monday through Saturday) beginning Wednesday, January 1, 2020 and continuing through Thursday, December 31, 2020. UTA will provide Service on its Saturday schedule Tuesday February 18 (President's Day), Monday May 25 (Memorial Day), Saturday July 4 (Independence Day), Friday July 24 (Pioneer Day), Monday September 7 (Labor Day) and Friday, November 27, (Black Friday) 2019. UTA will not provide the Service on Tuesday January 1 (New Year's Day), Thursday November 26, (Thanksgiving Day) and Friday December 25 (Christmas Day) 2020.

4. Termination. This Agreement may be terminated with or without cause by either party by providing thirty (30) days advance written notice of termination.

5. Consideration. The City agrees to pay UTA the sum of seventy-two thousand three hundred and twenty-eight dollars ($72,328) to provide the Service. UTA shall invoice the City for the Service in one instalment of seventy-two thousand three hundred and twenty-eight dollars ($72,328) in November 2020. Payment shall be due thirty days after the date on the invoice. UTA is entitled to one hundred percent (100%) of the advertising revenues generated from any advertising placed on any transit vehicles providing the Service.

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6. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

7. Recognition of Sponsors. UTA agrees to identify the sponsors of the Service with 2 car-cards on the interior of the buses providing the Service. UTA and the City agree to work together to develop signage identifying the sponsors of the Service, but UTA retains sole discretion and decision-making authority regarding the content, size, design and placement of all signage.

8. Indemnification. Both the City and UTA are governmental entities under the Utah Governmental Immunity Act of the Utah Code, Section 63G-7-101 et seq. 1953 (as amended) (hereinafter, the "Act"). Nothing in this Agreement shall be construed to be a waiver by either UTA or the City of any protections, rights, or defenses applicable under the Act. It is not the intent of either party to incur by contract any liability for the negligent operations, acts, or omissions of the other party or any third party and nothing in this Agreement shall be so interpreted or construed.

9. Default. In the event that either party fails to perform any of the terms and conditions of this Agreement, upon fifteen (15) days' notice of such failure to perform, the right of the defaulting party under this Agreement shall expire.

10. Attorney's Fees. The defaulting party agrees to pay the non-defaulting party's costs and reasonable attorney's fees in the event such are incurred to enforce any of the provisions of this Agreement.

11. Assignment. No party hereto shall have the right to assign its right and obligations hereunder without the express written consent of the other parties hereto.

12. Notice or Demands. Any notice or demand to be given by one party to the other shall be given in writing per personal service, telegram, express mail, Federal Express, or any other similar form of courier or delivery service, or mailing in the United States Mail, postage prepaid, certified, return receipt requested and addressed to such party as Follows:

If to the City:
Ogden City
ATTN:

If to UTA:
Utah Transit Authority
ATTN: Amanda Burton
669 West 200 South
Salt Lake City, Utah 84101

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

13. Project Manager. The UTA project Manager for this Agreement shall be Mr. Trevan Blaisdell, or designee. All correspondence regarding the technical aspects of this Agreement should be addressed to Mr. Blaisdell, or designee.

14. Contract Administrator. The UTA Contract Administrator for this Agreement is Ms. Amanda Burton, or designee. All questions and correspondence relating to the contractual aspects of this Agreement should be directed to Ms. Burton, or designee.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

OGDEN CITY

Date: Mar 2, 2020

City Manager

Attest:

City Recorder Mar 3, 2020

Approved As To Form:

Mark Stratford (Mar 2, 2020)

Ogden City Attorney Mar 2, 2020

UTAH TRANSIT AUTHORITY

DocuSigned by: D. Eddy Cumins D453D7B9F73D44C...

By: _____ Date: _____

D. Eddy Cumins

Chief Operating Officer

DocuSigned by: Andres Colman 73879E2C5BD04CB...

By: _____ Date: _____

Andres Colman

Regional General Manager

Approved As To Form:

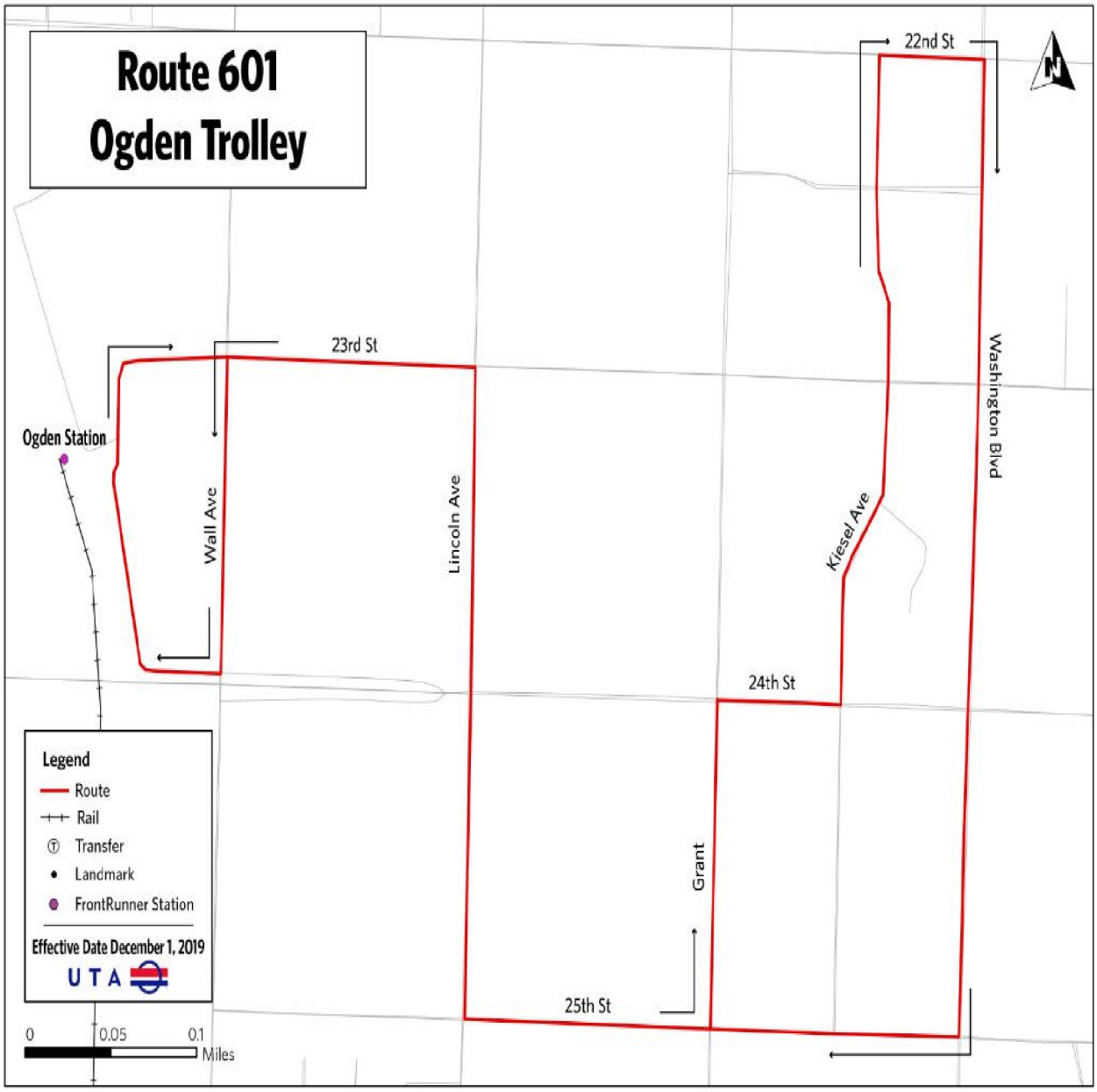
DocuSigned by: Mike Bell 361F16F838704A9...

UTA Compliance Officer

OGDEN CITY, UTAH CORPORATE SEAL

DocuSign Envelope ID: B314727C-4BCB-4868-8090-B4E5475E782A

ATTACHMENT 1 TO SERVICE AGREEMENT



DocuSign Envelope ID: B314727C-4BCB-4868-8090-B4E5475E782A

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 12/1/2021

TO:	Board of Trustees
THROUGH:	Mary DeLoretto, Interim Executive Director
FROM:	William Greene, Chief Financial Officer
PRESENTER(S):	Monica Morton, Fares Director

TITLE:

Sponsored Fare Agreement: Lagoon/Station Park Shuttle Bus Service - Amendment 2 (Farmington City Corporation)

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Approve Amendment 3 to the Bus Service Agreement with Farmington City Corporation in the amount of $76,350.

BACKGROUND:
Utah Transit Authority has a longstanding relationship with the city of Farmington. In 2019, Farmington City Corporation ("the City") entered into an agreement with UTA that included three (3) one-year options to renew the contract. The city chose to renew their agreement with UTA in 2020 and 2021. This agreement allows the City to partner with UTA to fund a portion of the operating cost of the service for the "Lagoon/Station Park Shuttle" (Route 667). Per the terms of the agreement, the City agrees to pay 25 percent of the operating costs. In 2021, the City paid UTA $74,090. For 2022, the City's share will be increased to $76,350.00.

DISCUSSION:
This action will allow UTA to continue to serve the riders of the route 667 free of cost and to attract new riders. This service is a valuable economic development tool for the City and its local partners.

CONTRACT SUMMARY:

Contractor Name:	Farmington City Corporation
Contract Number:	18-2898AB-A3
Base Contract Effective Dates:	January 1, 2019 - December 31, 2019
Extended Contract Dates:	Amend #1: January 1, 2020 - December 31, 2020 Amend #2: January 1, 2021 - December 31, 2021 Amend #3: January 1, 2022 - December 31, 2022
Existing Contract Value:	$217,350
Amendment Amount:	$76,350
New/Total Amount Contract Value:	$293,700
Procurement Method:	Non-procurement fare agreement
Funding Sources:	Farmington City

ALTERNATIVES:

Do not authorize the contract with the city and forego contract revenue of $76,350

FISCAL IMPACT:

$76,350 in revenue reimbursement to UTA; Total Contract value of $293,700

Contract	Value
Base Contract	$70,630
Amendment 1	$72,630
Amendment 2	$74,090
Amendment 3	$76,350
Total Value	**$293,700**

ATTACHMENTS:

1) Contracts and Amendments:
   a. Amendment 3
   b. Base Contract

DocuSign Envelope ID: 4F35AD7A-25A0-42A7-A9B2-4C2A2F987C3E

UTA Contract No. 18-2898AB-A3

RENEWAL AMENDMENT 3
Service Agreement
Farmington City

This amendment no. 3 is effective on January 1st, 2022 ("Effective Date"), by and between **UTAH TRANSIT AUTHORITY**, a public transit district ("UTA") and **FARMINGTON CITY**, a municipal corporation of the State of Utah, hereinafter referred to as "City". (Hereinafter the "Parties").

Whereas, the Parties entered into a Service Agreement (hereinafter the "Agreement") (UTA Contract No. 18-2898AB) with an effective date of January 1, 2019 for shuttle service between the Farmington Frontrunner station and Lagoon as described in the Agreement;

Whereas, the Parties renewed the Agreement for two additional one year terms from January 1, 2020 until December 31, 2020, and from January 1, 2021 until December 31, 2021;

Whereas, the Parties desire to renew the Agreement for a third additional one year term from January 1, 2022 until December 31, 2022;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The parties agree to renew the Agreement for an additional one-year term from January 1, 2022, through December 31, 2022.

2. The amount to be paid by City shall be the total sum of $__76350_. Payment shall be made in two (2) equal payments: $__38175__ to be paid on or before May 31, 2022, and $__38175__ to be paid on or before October 31, 2022.

3. All other terms and conditions of the Agreement and Amendments 1 and 2 including but not limited to the dates of service and routing shall continue in full force and effect and remain unchanged by this Amendment 3.

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IN WITNESS WHEROF, the Parties hereto have set their hands on the dates shown below.

UTAH TRANSIT AUTHORITY:

Date

By:
Title:

Date

By:
Title:

FARMINGTON CITY:

Date

By:
Title:

Approved As to Form:

DocuSigned by:
Mike Bell
70E33A415BA44F6...

UTA Legal Counsel

UTA Contract No. 18-2898AB

SERVICE AGREEMENT

THIS AGREEMENT is effective on the 1st day of January, 2019, by and between UTAH TRANSIT AUTHORITY, a public transit district, hereinafter referred to as "UTA", and FARMINGTON CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter referred to as "City".

RECITALS:

A. UTA is a public transit district organized under the provisions of the Utah Public Transit District Act and provides public transit service within the State of Utah, including regularly scheduled service in the City; and

B. The City desires that UTA provide additional service to certain areas of the City and is willing to help defray the costs of such service.

NOW, THEREFORE, in consideration of the mutual covenants, condition and promises as hereinafter set forth, it is mutually agreed as follows:

AGREEMENT:

1. Term. The term of this Agreement shall commence on the 1st day of January, 2019, and run through the 31st day of December, 2019. This Agreement may be renewed for three additional one-year terms if the parties agree in writing by December 15 of each year to changes, if any, to the amount to be paid by City, the days of service, and the route identified on Attachment 1.

2. Shuttle Service. UTA agrees to provide free shuttle service (the "Service") on the route described in Attachment 1. The shuttle route will connect the bus stop at 45 E. State Street in Farmington with the FrontRunner Station at approximately 30 minute intervals with priority given to making connections with commuter trains. UTA agrees to publish information on the shuttle route in the same way it publishes information on other UTA routes.

3. Dates of Service. In addition to the regular Monday – Saturday 8:00 AM to 8:00 PM service, UTA will provide additional late night service to match the Lagoon operating calendar. Late night service will operate until midnight. Route 470 will continue to operate Sunday service as well when Lagoon is open on Sundays, and provide service to the Pioneer Village Campground entrance. UTA will also provide extended late night service during the Thursday and Friday of UEA weekend in October 2019. UTA will provide Service on its Saturday schedule on Monday February 18, (President's Day), Monday May 27, (Memorial Day), Thursday July 4, (Independence Day), Wednesday July 24, (Pioneer Day), Monday September 2 (Labor Day), and Friday November 29, (Black Friday). UTA will not provide the Service or operate Route 470 on New Year's Day, Thanksgiving Day or Christmas Day.

4. Termination. This Agreement may be terminated with or without cause by either party by providing thirty (30) days advance written notice of termination.

5. Consideration. The City and UTA share in the operating cost of providing the service. UTA assumes seventy-five (75%) percent and the City pays twenty-five (25%) of the operating cost. Twenty-five (25%) of the operating cost for the service in calendar year 2019 is seventy thousand six hundred and thirty dollars ($70,630). The City agrees to pay UTA the sum of seventy thousand six hundred and thirty dollars ($70,630) to provide the Service. Payment shall be made in two (2) equal payments: thirty-five thousand three hundred and fifteen dollars ($35,315) to be paid on or before May 31, 2019 and thirty-five thousand three hundred and fifteen

dollars ($35,315) to be paid on or before October 31, 2019. UTA is entitled to one hundred percent (100%) of the advertising revenues generated from any advertising placed on any transit vehicles providing the Service.

6. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

7. Indemnification. Both the City and UTA are governmental entities under the Utah Governmental Immunity Act of the Utah Code, Section 63G-7-101 et seq. 1953 (as amended) (hereinafter, the "Act"). Nothing in this Agreement shall be construed to be a waiver by either UTA or the City of any protections, rights, or defenses applicable under the Act. It is not the intent of either party to incur by contract any liability for the negligent operations, acts, or omissions of the other party or any third party and nothing in this Agreement shall be so interpreted or construed.

8. Default. In the event that either party fails to perform any of the terms and conditions of this Agreement, upon fifteen (15) days' notice of such failure to perform, the right of the defaulting party under this Agreement shall expire.

9. Attorney's Fees. The defaulting party agrees to pay the non-defaulting party's costs and reasonable attorney's fees in the event such are incurred to encore any of the provisions of this Agreement.

10. Assignment. No party hereto shall have the right to assign its right and obligations hereunder without the express written consent of the other parties hereto.

11. Notice or Demands. Any notice or demand to be given by one party to the other shall be given in writing per personal service, express mail, Federal Express, or any other similar form of courier or delivery service, or mailing in the United States Mail, postage prepaid, certified, return receipt requested and addressed to such party as Follows:

If to the City:
Dave Millheim
Farmington City Manager
160 South Main Street
Farmington, Utah 84025

If to UTA:
Utah Transit Authority
ATTN: Amanda Burton
669 West 200 South
Salt Lake City, Utah 84101

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

12. Project Manager. The UTA project Manager for this Agreement shall be Mr. Trevan Blaisdell, or designee. All correspondence regarding the technical aspects of this Agreement should be addressed to Mr. Blaisdell, or designee.

13. Contract Administrator. The UTA Contract Administrator for this Agreement is Ms. Amanda Burton, or designee. All questions and correspondence relating to the contractual aspects of this Agreement should be directed to Ms. Burton, or designee.

14. Governing Law and Venue. This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions. If either party brings against the other party any proceeding arising out of this Agreement, then that party may bring that proceeding only in the

Third District Court in the State of Utah or the United States District Court for the District of Utah if there is federal subject matter jurisdiction.

15. Non-discrimination. The parties agree that they shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, disability, sex, or age in accordance with the requirements of 49 U.S.C. 5332.

16. Counterparts; Electronically Transmitted Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same Agreement. Signatures transmitted by facsimile and/or e-mail shall have the same force and effect as original signatures.

17. Entire Agreement. This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreements or special arrangements contrary to or in addition to the terms and conditions as stated herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

UTAH TRANSIT AUTHORITY

By: _____ Date: 11/26/18
D. Eddy Cumins
Vice President of Operations, Capital, & Assets

By: _____ Date: 11/27/18
Andres Colman
Regional General Manager

ATTEST:

_____ Date: 11/13/18

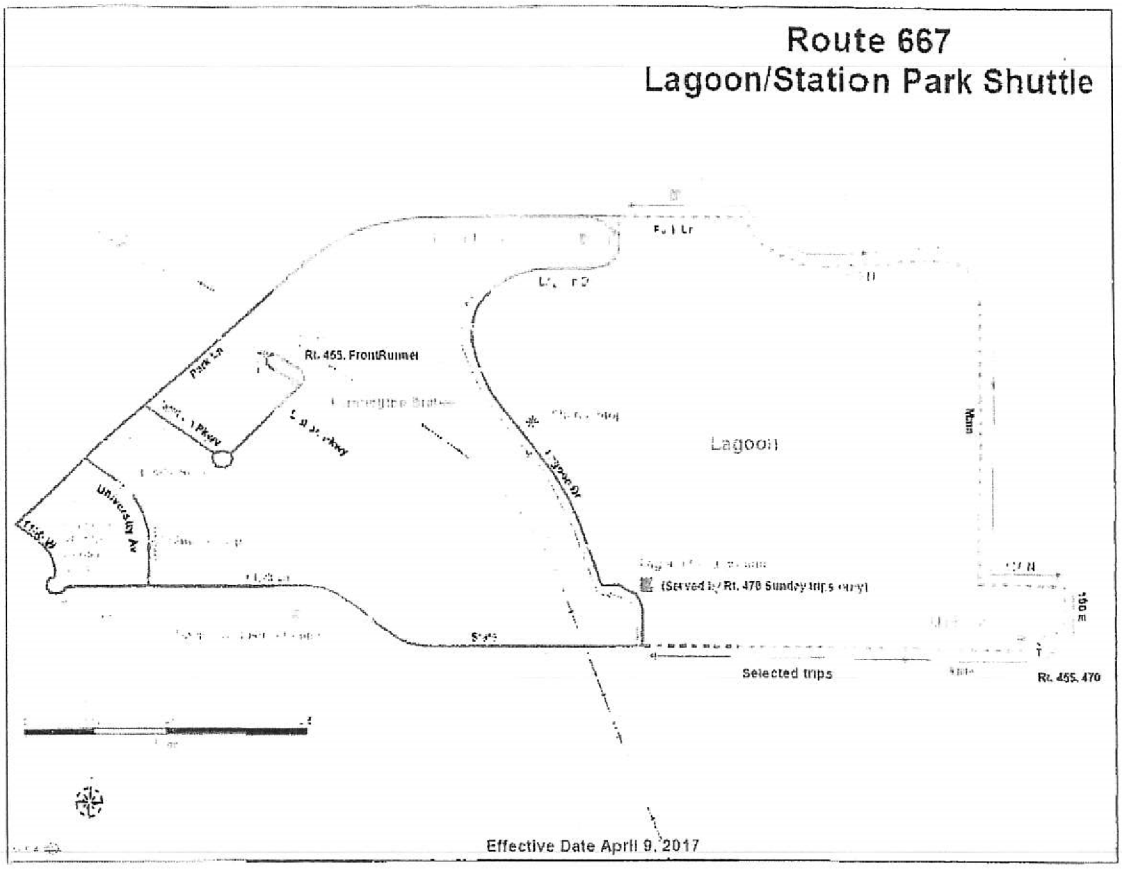
FARMINGTION CITY CORPORATION

_____ Date: 11/13/18

Approved As To Form:

_____
UTA Legal Counsel

ATTACHMENT 1 TO SERVICE AGREEMENT



669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 12/1/2021

TO:	Board of Trustees
THROUGH:	Mary DeLoretto, Interim Executive Director
FROM:	Mary DeLoretto, Interim Executive Director
PRESENTER(S):	Carlton Christensen, Chair of the Board of Trustees

TITLE:

Strategy Session 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 session to discuss pending or reasonably imminent litigation