

Master Task Ordering Agreement

UTA CONTRACT NO. 21-034961VW

FRONTRUNNER ENVIRONMENTAL PROFESSIONAL SERVICES

This Master Task Ordering Agreement (MTOA) 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 Parametrix Consult., Inc, a Consulting Company (“Consultant”).

RECITALS

- A. UTA desires to award a task ordering contract for environmental professional services for the FrontRunner system contained in Exhibit A.
- B. On September 18, 2021, UTA issued Request for Qualifications Package Number 21-034961VW (“RFQu”) encouraging interested parties to submit Statements of Qualifications (SOQs)
- C. Upon evaluation of the SOQs submitted in response to the RFQu, UTA selected Consultant with whom to negotiate a contract to perform the Work.
- D. Consultant is qualified and willing to perform the Work as set forth in the Scope of Services.

AGREEMENT

NOW, THEREFORE, in accordance with the foregoing Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived 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. Consultant has been selected as one of several Consultants to receive a MTOA. Award of the MTOA entitles Consultant to be eligible to receive task orders for specific tasks on an as-needed basis, based on the loaded labor rate pricing contained in Exhibit B. Issuance of task orders shall be in the sole discretion of UTA. There is no guarantee of any minimum number of task orders because Consultant is selected to be eligible. Consultant shall be capable of performing all tasks set forth in the Scope of Services (Exhibit A) but shall only perform tasks specifically issued to Consultant in subsequent task orders. Except for items (if any) which this Agreement specifically states will be UTA-provided, Consultant shall furnish all the labor, material and incidentals necessary for the Work.
- b. Consultant shall perform all Work under this MTOA in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.

- c. All Work shall conform to generally accepted standards in the transit industry. Consultant shall perform all Work in compliance with applicable laws, regulations, rules, ordinances, permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection.
- d. Consultant shall furnish only qualified personnel and materials necessary for the performance of the Work.
- e. When performing Work on UTA property, Consultant shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.

2. TASK ORDER

- a. The Consultant shall perform services with respect to a wide variety of tasks, as described in Exhibit A Scope of Work at the request of UTA.
- b. Each discrete item is referred to as a "Task." UTA and the Consultant will negotiate scope, schedule, and Not to Exceed for each Task, and document those and other terms, as necessary, in a written "Task Order". The Not to Exceed for each Task Order shall be developed in accordance with Section 5 of this contract and Exhibit B. Exhibit B identifies the labor rates for key personnel, overhead rates, and fee, for Consultant and consultants. Upon the execution of a Task Order, the Consultant shall perform services for that Task Order.
- c. If UTA and the Consultant are unable to agree on the price, scope, or other terms of the Task Order, UTA shall retain the right to remove the Task from the Consultant and negotiate with another selected Consultant.
- d. Each Task shall be entirely completed – including any deliverables – by the final acceptance date specified in the applicable Task Order. When, in the opinion of the UTA's Project Manager, the Consultant has fully performed the work under a Task Order, UTA's Project Manager will notify the Consultant of completion.
- e. There is no guarantee of a particular amount of compensation or number of Task Orders to the Consultant under this Agreement.

3. PROGRESS OF WORK

- a. Consultant shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.
- b. Consultant shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.
- c. Consultant shall deliver monthly progress reports and provide all submittals and other deliverables as specified in the Scope of Services.
- d. Any drawing or other submittal reviews to be performed by UTA in accordance with the

Scope of Services are for the sole benefit of UTA, and shall not relieve Consultant of its responsibility to comply with the Contract requirements.

- e. UTA will have the right to inspect, monitor and review any Work performed by Consultant hereunder as deemed necessary by UTA to verify that such Work conforms to the Agreement requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA and shall not relieve Consultant of its responsibility to comply with the Agreement requirements.
- f. UTA shall have the right to reject Work which fails to conform to the requirements of this Agreement. Upon receipt of notice of rejection from UTA, Consultant shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to conform to the Agreement and/or Task requirements.
- g. If Consultant fails to promptly remedy rejected work as provided in Section 3.f, UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other Consultant or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Consultant.

4. PERIOD OF PERFORMANCE

This Agreement shall commence as of the Effective Date. This Contract shall remain in full force and effect for a five (5) year period expiring on January 31, 2027. Contract end the Consultant shall complete all Work as stated in each Task Order. This guaranteed completion date may be extended if Consultant and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Consultant under this Agreement shall at all times be subject to and conditioned upon the provisions of this Agreement.

5. COMPENSATION

- a. For the performance of the Work, UTA shall pay Consultant in accordance with the payments provisions described in the Task Order according to pricing terms identified in Exhibit B. If the Task Order does not specify any milestones or other payment provisions, then payment may be made according to this section, no more than monthly, or upon completion of all Work and final acceptance thereof by UTA.
- b. To the extent that the Task Order or another provision of this Agreement 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 the Task Order or another provision of this Agreement calls for any portion of the consideration to be paid on a time and materials or labor hour basis, then Consultant must refer to the not-to-exceed amount, maximum Task Order amount, Task Order budget amount or similar designation (any of these generically referred to as the "Not to Exceed Amount") specified in the Task Order (as applicable). Unless and until UTA has notified Consultant by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Consultant shall not be obligated to perform services or incur costs which would cause its total compensation under this Agreement to exceed

the Not to Exceed Amount; and (ii) UTA shall not be obligated to make payments which would cause the total compensation paid to Consultant to exceed the Not to Exceed Amount.

- d. UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Agreement; (ii) invoiced items that are not payable under this Agreement; or (iii) amounts Consultant owes to UTA under this Agreement.

6. INCORPORATED DOCUMENTS

- a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:
 - 1. The terms and conditions of this Task Order Agreement (including any exhibits and attachments hereto).
 - 2. Consultant's Proposal including, without limitation, all federal certifications (as applicable);
 - 3. UTA's RFQu including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services;
- 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:

- a. UTA/Consultant's Master Task Order Agreement including all attachments
- b. UTA Terms and Conditions
- c. UTA Solicitation Terms
- d. Consultant's Bid or Proposal including proposed terms or conditions

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

8. CHANGES

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

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

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

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

- d. As soon as practicable, but in no event longer than 30 days after providing notice, Consultant must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Consultant's entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 23 of this Contract.

9. INVOICING PROCEDURES

- a. Consultant shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services. Consultant shall submit invoices to [the UTA Project Manager](#) for processing and payment. In order to timely process invoices, Consultant shall include the following information on each invoice:
 - I. Consultant Name
 - II. Unique Invoice Number
 - III. PO Number
 - IV. Invoice Date
 - V. Detailed Description of Charges
 - VI. Total Dollar Amount Due
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments)

amounts reasonably reflecting the value of any claim which UTA has against Consultant under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Consultant within thirty (30) calendar days of invoice submittal.

10. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT

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

11. USE OF CONSULTANTS

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

12. KEY PERSONNEL

Consultant shall provide the key personnel as indicated in Consultant's Proposal (or other applicable provisions of this Contract), and shall not change any of said key personnel without the express written consent of UTA. Since the qualification of key personnel was a key factor in selection of Consultant, the loss of key personnel may result in serious consequences up to and including termination and exclusion from MTOA.

13. SUSPENSION OF WORK

- a. UTA may, at any time, by written order to Consultant, require Consultant to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Consultant shall immediately comply with its terms and

take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.

- b. If a Suspension of Work Order issued under this Article is canceled, Consultant shall resume Work as mutually agreed to in writing by the parties hereto.
- c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.
- d. If the Suspension of Work causes an increase in Consultant's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Consultant for the additional costs or time, and modify this Contract by Change Order.

14. TERMINATION

- a. **FOR CONVENIENCE:** UTA shall have the right to terminate the Contract at any time by providing written notice to Consultant. If the Contract is terminated for convenience, UTA shall pay Consultant: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and consultant termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Consultant shall promptly submit a termination claim to UTA. If Consultant has any property in its possession belonging to UTA, Consultant will account for the same, and dispose of it in the manner UTA directs.
- b. **FOR DEFAULT:** If Consultant (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any consultants or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Consultant seven (7) days written notice to cure such default:
 - 1. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other Consultants or UTA's own forces, in which event Consultant shall be liable for all incremental costs so incurred by UTA;
 - 2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
 - 3. Except to the extent limited by the Contract, pursue other remedies available at law.
- c. **CONSULTANT'S POST TERMINATION OBLIGATIONS:** Upon receipt of a termination notice as provided above, Consultant shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Consultant shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate

termination damages payable under the Contract, shall offset such damages against Consultant's final invoice, and shall invoice Consultant for any additional amounts payable by Consultant (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Consultant shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Goods and Services furnished by Consultant prior to termination

- d. **TERMINATION OF TASK ORDER:** UTA's termination rights under this Article shall apply, in UTA's discretion, to either an individual Task Order of the entire MTOA. Where the MTOA is terminated for convenience, the Consultant shall be entitled to payment in full for all Task Orders satisfactorily completed prior to the termination date. Where a Task Order is terminated prior to acceptance by UTA, Consultant shall be entitled to its actual allowable and allocable costs expended to the date of termination for the terminated task.

15. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

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

16. FINDINGS CONFIDENTIAL

Any documents, reports, information, or other data and materials available to or prepared or assembled by Consultant or consultants under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Consultant without consent in writing from UTA.

- a. It is hereby agreed that the following information is not considered to be confidential:
1. Information already in the public domain;
 2. Information disclosed to Consultant by a third party who is not under a confidentiality obligation;
 3. Information developed by or in the custody of Consultant before entering into this Contract;

4. Information developed by Consultant 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.

17. PUBLIC INFORMATION.

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

18. GENERAL INDEMNIFICATION

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

19. INSURANCE REQUIREMENTS

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
- b. This requirement shall not apply when a Consultant or consultant is exempt under UCA, AND when such Consultant or consultant executes the appropriate waiver form.

4. Professional Liability (Errors and Omissions Liability)

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

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

a. In the event that the professional liability insurance required by this Contract is written on a claims made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either

continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the Consultant's assessment of the exposure for this contract; for their own protection and the protection of UTA.
 2. The Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Consultant shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
All certificates and any required endorsements are to be sent to insurancecerts@rideuta.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at insurancecerts@rideuta.com. The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.**
- F. **SUBCONSULTANTS:** Consultants' certificate(s) shall include all consultant as additional insureds under its policies or consultants shall maintain separate insurance as determined by the Consultant, however, consultant's limits of liability shall not be less than

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

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

20. OTHER INDEMNITIES

- a. Consultant shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all Claims of any kind or nature whatsoever on account of infringement relating to Consultant's performance under this Contract. If notified promptly in writing and given authority, information and assistance, Consultant shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Consultant shall pay all damages and costs awarded therein against UTA due to such breach. In case any portion of the Work is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under this Contract, Consultant shall, at its expense and through mutual agreement between the UTA and Consultant, either procure for UTA any necessary intellectual property rights, or modify Consultant's services or deliverables such that the claimed infringement is eliminated.
- b. Consultant shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or Claims made or filed against UTA or upon the Work or the property on which the Work is located on account of any labor performed or labor, services, and equipment furnished by consultants of any tier; and (ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Consultant or its consultants of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, Consultant, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Consultant fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any consultant, Consultant shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Consultant fails to do so, Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

21. INDEPENDENT CONSULTANT

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

22. PROHIBITED INTEREST

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

23. CLAIMS/DISPUTE RESOLUTION

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

Level of Authority	Time Limit
UTA's Project Manager/Consultant's Project Manager	Five calendar days
UTA's Chief Service Development Officer / Consultant's [SECOND LEVEL]	Five calendar days
UTA's Executive Director / Consultant's [THIRD LEVEL]	Five calendar days

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

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

24. GOVERNING LAW

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

25. ASSIGNMENT OF CONTRACT

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

26. NONWAIVER

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

27. NOTICES OR DEMANDS

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

If to UTA
Utah Transit Authority
Attn: Vick Woodward
669 West 200 South
Salt Lake City, UT 84101

with a required copy to
Utah Transit Authority
Attn: Legal Counsel
699 West 200 South
Salt Lake City, UT 84101

If to Consultant:
Parametrix, Inc.
Daryl Wendle, Principal Consultant and Project Manager
719 2nd Avenue Suite 200
Seattle, WA 98104

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

- c. Notwithstanding Section 23.1, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract.

28. CONTRACT ADMINISTRATOR

UTA's Contract Administrator for this Contract is Vicki Woodward, Contract should be directed to said Contract Administrator, or designee.

29. INSURANCE COVERAGE REQUIREMENTS FOR CONSULTANT 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) Consultant has a subcontract at any tier that involves a consultant that has an initial subcontract equal to or in excess of \$1 million; or (iv) any subcontract, with subsequent modifications, is reasonably anticipated to equal or exceed \$1 million:
- b. Consultant shall, prior to the effective date of this Contract, demonstrate to UTA that Consultant has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Consultant's employees and the employee's dependents during the duration of this Contract.
- c. Consultant shall also demonstrate to UTA that consultants meeting the above-described subcontract value threshold have and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the consultant's employees and the employee's dependents during the duration of the subcontract.

30. COSTS AND ATTORNEYS' FEES

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

31. NO THIRD-PARTY BENEFICIARY

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

32. FORCE MAJEURE

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

33. UTAH ANTI-BOYCOTT OF ISRAEL ACT

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

34. SEVERABILITY

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

35. ENTIRE AGREEMENT

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

35. AMENDMENTS

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

36. COUNTERPARTS

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

37. SURVIVAL

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 5, 6, 7, 10, 14, 15, 16, 17, 18, 19, 20, 23, 29 and 30.

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


UTAH TRANSIT AUTHORITY:

By: Date:
David Hancock
Acting Chief Service Development Officer

By: Date:
Mary DeLoretto
Interim Executive Director

Approved as to Content and Form

DocuSigned by:
 Date: 12/7/2021
70E32A415BA44F6
Mike Bell, AAG State
and UTA Legal Counsel

DocuSigned by:
 Date: 12/7/2021
6853314B5E84462
Reviewed & Recommended
Janelle Robertson, UTA Project Manager

UTA Project Code 21-032961VW

PARAMETRIX CONSULT., INC:

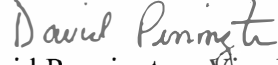
By  Date: 12/02/2021
David Pennington, Vice President
Fed ID# 91-0914810

Exhibit A - Scope of Work

The Scope of Work contained in this contract is for information purposes only. All individual Task Orders that are issued to the Consultant will contain their own specific statement of work. Each Individual Task Order will include a specific scope of services specific to the needed services.

Exhibit B - Labor Cost Form

The loaded labor rates contained in this Exhibit B shall be eligible for annual escalation of no more than 3% annually provided Consultant provides adequate supporting data to UTA. The first adjustment period shall be no earlier than 12 months after execution of the contract.

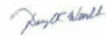
Rates shall be basic direct hourly rate, with overhead and fee. Rates may be reviewed annually on the anniversary of the original contract effective date, provided that the Consultant provides 60-days advance written notice.

Fixed Firm Labor Costs

21-03496VW FrontRunner Forward Environmental Service Pool Labor Cost Form

All Firms						Basic Hourly	Overhead	Fully	
No.	Firm	Prime	Sub	Last Name	First Name	Rate	Rate	Fee	Burdened Bill
					Discipline/Classification		Percentage		Rate
1	Parametrix	X		Wendle	Daryl	\$ 94.00	175.31%	10.00%	\$ 284.67
2	Parametrix	X		Slippey	John	\$ 89.69	175.31%	10.00%	\$ 271.62
3	Parametrix	X		McCreery	Marriah	\$ 40.83	175.31%	10.00%	\$ 123.65
4	Parametrix	X		Woodman	Claire	\$ 70.41	175.31%	10.00%	\$ 213.24
5	Parametrix	X		Krinke	Mara	\$ 67.20	175.31%	10.00%	\$ 203.51
6	Parametrix	X		Mazzola	Mark	\$ 72.09	175.31%	10.00%	\$ 218.32
7	Parametrix	X		Miller	Stephanie	\$ 81.71	175.31%	10.00%	\$ 247.46
8	Parametrix	X		Phelps	Shane (Michael)	\$ 67.21	175.31%	10.00%	\$ 203.54
9	Parametrix	X		Stumpf	Morgan	\$ 68.10	175.31%	10.00%	\$ 206.24
10	Parametrix	X		Touey	Sarah	\$ 70.46	175.31%	10.00%	\$ 213.38
11	Parametrix	X		Treadwell	David	\$ 71.19	175.31%	10.00%	\$ 215.59
12	DEA		X	Dorn	Mark	\$ 123.96	170.81%	10.00%	\$ 369.27
13	DEA		X	Jaramillo	Leah	\$ 55.00	170.81%	10.00%	\$ 163.85
14	DEA		X	Clegg	Bob	\$ 87.86	170.81%	10.00%	\$ 261.72
15	DEA		X	Farley	Kevin	\$ 85.00	170.81%	10.00%	\$ 253.21
16	DEA		X	Jeffers	Kevin	\$ 88.68	170.81%	10.00%	\$ 264.17
17	DEA		X	Martin	Tim	\$ 62.18	170.81%	10.00%	\$ 185.23
18	DEA		X	Yazzoline	Lindsay	\$ 59.16	170.81%	10.00%	\$ 176.23
19	Certus Environmental Solutions		X	Ellis	Sheri	\$ 65.00	53.19%	10.00%	\$ 109.53
20	Certus Environmental Solutions		x	Ellis	Sheri	\$ 27.00	53.19%	10.00%	\$ 45.50
21	Cross-Spectrum Acoustics, Inc.		X	Meister	Lance	\$ 60.07	140.21%	10.00%	\$ 158.72
22	Triunity, Inc.		x	Kean	Andrew	\$ 74.87	128.41%	10.00%	\$ 188.11
23	Triunity, Inc.		x	Kamper	Timothy	\$ 73.72	128.41%	10.00%	\$ 185.22

Signature: Daryl Wendle
Title: Principal Consultant, Project Manager



Date: November 11, 2021



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

June 24, 2021

Parametrix, Inc.

1019 39th Avenue SE, Suite 100
Puyallup, WA 98374-2215

Subject: Acceptance FYE 2020 ICR – Cognizant Review

Dear Janice Walden:

We have accepted your firms FYE 2020 Indirect Cost Rate (ICR) of **175.31%** of Combined/Corporate (rate includes 0.20% Facilities Capital Cost of Money) based on the “Cognizant Review” from the WSDOT Audit Office. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultanrates@wsdot.wa.gov.

Regards;

A handwritten signature in blue ink that reads "Erik K. Jonson".

ERIK K. JONSON

Contract Services Manager

Year ended October 31, 2020

Description	Total Cost	Direct Cost Eliminations	Unallowable Costs Eliminations	Costs Net of Eliminations	FAR Reference
Labor Burden:					
Holiday Pay	\$ 2,121,931	\$ -	\$ -	\$ 2,121,931	
Sick Pay	1,163,287	-	-	1,163,287	
Vacation Paid	3,625,897	-	-	3,625,897	
Termination/Severance	77,204	-	-	77,204	
New Employee Signing Pay	348,906	-	-	348,906	
Vacation Accrual	(1,021,958)	-	-	(1,021,958)	
Vacation Cash Out	1,279,822	-	-	1,279,822	
DOL Compliance Labor	75,381	-	-	75,381	
PTO	1,782,255	-	-	1,782,255	
PTO Accrual	28,201	-	-	28,201	
Bereavement Pay	41,056	-	-	41,056	
Group Medical	6,406,849	-	-	6,406,849	
Workers' Comp Ins.	249,883	-	-	249,883	
FICA and PR Taxes	5,329,174	-	-	5,329,174	
SUTA and State PR Taxes	695,347	-	-	695,347	
Union Benefits	846,239	-	-	846,239	
Officer Supp Comp	695,165	321,833	-	373,332	5
Civic Duty Labor	5,856	-	-	5,856	
Salary Variance - Civic Duty Labor	(30)	-	-	(30)	
Other Payroll Related Costs	28,308	-	-	28,308	
Incentive Compensation	199,866	-	157,207	42,659	12
PR Calculated Fringe Elimination	-	-	75,745	(75,745)	2
LABOR BURDEN:	23,978,639	321,833	232,952	23,423,854	
GENERAL OVERHEAD					
Indirect Labor	22,550,006	-	623,224	21,926,782	1.2
Occupancy	8,467,331	-	-	8,467,331	
Communications	804,518	-	-	804,518	
Special Equipment	722,773	722,773	-	-	3
Supplies	544,904	28,303	-	516,601	4
Service Contracts	107,109	-	-	107,109	
Publications and Memberships	304,681	-	4,614	300,067	13
Computer Hardware - NonCap	271,705	-	-	271,705	
Maintenance Agreements and Computer Equip	2,334,795	-	-	2,334,795	
Vehicle Expense	992,672	569,541	1,566	398,565	4.5
General and Administrative	840,257	-	128,940	713,317	5.8
Public Relations	99,505	-	99,505	-	1
Selling Expense	5,838	-	-	5,838	
Training and Safety Expense	354,573	-	-	354,573	
Employee Recruiting and Retention	541,002	-	139,466	401,536	13
Professional Services	451,132	92,092	-	359,040	4
Business Insurance	890,303	-	(265,000)	1,155,303	14
Taxes, Licenses and Fees	1,044,547	-	-	1,044,547	
Depreciation and Amortization	2,053,566	-	-	2,053,566	
Bad Debt Expense	194,399	-	194,399	-	7
Contributions	202,669	-	202,669	-	8
Misc Expenses	(8)	-	-	(8)	
401k Matching and ESOP Contributions	2,347,194	-	-	2,347,194	
Profit Sharing (Bonus) Expense	2,180,508	-	5,770	2,174,738	12
Reserves and Settlements - Non Ops	12,500	-	12,500	-	7
Interest Expense (net of Interest Income)	71,445	-	71,451	(6)	9
Gain/Loss on Sale of Fixed Asset	421,966	-	-	421,966	
Deferred Compensation	214,393	-	287,985	(73,592)	
Penalties	5,241	-	5,241	-	10
Rental Income-External	(3,715)	-	-	(3,715)	
Federal Income Tax	656,765	-	656,765	-	11
State Income Tax	502,674	-	124,079	378,595	11
Total General Overhead Expense	50,194,240	1,432,709	2,291,174	46,460,357	
Labor Burden and General					
Overhead Expense Before Allocation	74,162,879	1,754,542	2,524,126	69,884,211	
DEEI Allocation (Home Office)	3,215,046	-	667,343	2,547,703	
DEA Corp Allocation to Flux	-	-	-	-	
Total Labor Burden and General Overhead Expense	\$ 77,377,925	\$ 1,754,542	\$ 3,191,469	\$ 72,431,914	
Direct Labor	\$ 42,472,270			\$ 42,472,270	
Overhead Expense Rate	182.18%			170.54%	
Facilities Capital Cost of Money Rate				.27%	
Combined Overhead Expense and Facilities Capital Cost of Money Rate				170.81%	



State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.
Executive Director

TERIANNE S. NEWELL, P.E.
Deputy Director of Planning and Investment

LISA J. WILSON, P.E.
Deputy Director of Engineering and Operations

September 2, 2021

Attn: Sheri Murray Ellis

Certus Environmental Solutions, LLC

655 7th Ave

Salt Lake City, UT 84103

sheri@certussolutionsllc.com

Dear Ms. Murray Ellis :

The purpose of the Utah Department of Transportation (UDOT) Consultant Services Financial Screening is to provide reasonable assurance that a Consultant's financial statements, presented Indirect Cost Rates (ICR), hourly billing rates, and direct costs comply with the 2 CFR Part 200, Subpart E, FAR, Cost Principles, and Utah Rules. The process consists of verification, risk assessment, desk review, and audit procedures as necessary to accept a firm's presented financial statements and/or ICR.

Based on our review of the un-audited ICR for Fiscal Year-End 12/31/2020, your firm is financially approved to contract with UDOT up to \$250,000 per contract (certain contracts may be limited to the state and federal small purchase cap).

UDOT Consultant Services accepts the following rate(s):

Effective Period of ICR Acceptance:	<u>09/02/2021</u> to <u>06/30/2022</u>		
Rate(s)	Home Office	Field Office	Company-Wide
Fringe Benefit Rate(s)	<u>N/A %</u>	<u>N/A %</u>	<u>28.13 %</u>
General Overhead Rate(s)	<u>N/A %</u>	<u>N/A %</u>	<u>25.06 %</u>
Total Fringe Benefit + General Overhead Rate(s)	<u>N/A %</u>	<u>N/A %</u>	<u>53.19 %</u>
FCCM Rate(s)	<u>N/A %</u>	<u>N/A %</u>	<u>N/A %</u>
Rate(s) Above Agree with Consultant presented Rate(s)*	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	

*Please reference attached Final ICR Schedule



State of Utah

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DEPARTMENT OF TRANSPORTATION

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Deputy Director of Planning and Investment

LISA J. WILSON, P.E.
Deputy Director of Engineering and Operations

In compliance with Utah Rule R907-66-7(2)¹, this financial screening acceptance will expire on 6/30/2022 (90 days from your firm's most recent fiscal year-end or 60 days prior to the anniversary date of this financial screening acceptance, whichever occurs earlier).

An approved financial screening does not guarantee selection for projects. If awarded contract overhead and fixed fee rates should not be calculated on any other additional direct costs billed. Your signature below indicates your agreement with the above ICR(s) to be used for contract billing purposes. Please keep a copy of this letter for your records and note that the accepted ICR(s) is subject to the terms of the agreement and may be adjusted pending the result of an audit, if applicable.

Sheri Murray Ellis Owner

09/05/2021

Signature

Printed Name

Title

Date

Thank you for your interest in doing business with UDOT. If you need assistance or additional information, please contact Consultant Services by email at csscreening@utah.gov or call (801) 965-4138. Additional information can be found in the [Consultant Services Manual of Instruction](#).

Sincerely,

Audrey D'Ambruoso

Financial Screening Reviewer
UDOT Consultant Services

Cross-Spectrum Accountcs, Inc.
Statement of Direct Labor, Fringe Benefits, and General Overhead
For the Year Ended December 31, 2019

Description	General Ledger Balance	Portion Unallowable	FAR Ref.	Total Proposed
Direct Labor	\$ 491,601			\$ 491,601
Fringe Benefits				
Payroll Taxes	\$ 74,321			\$ 74,321
Group Insurance	28,751			28,751
Retirement plan contribution	20,901			20,901
Workers' Compensation Insurance	6,730			6,730
Incentive Compensation	4,000			4,000
Total Fringe Benefits	\$ 134,703	\$ -		\$ 134,703
General Overhead				
Non-Project Labor	\$ 409,043			\$ 409,043
Building Costs(Rent)	52,898			52,898
Administrative Travel and Subsistence	27,259			27,259
Computer Supplies, Software and Training	20,002	(3,915)	(1)	16,087
Materials and Small Equipment	15,426	(2,210)	(2)	13,216
Dues, Subscriptions and Publications	14,906			14,906
Legal and Other Professional Fees	9,443			9,443
Equipment and Facility Maintenance	6,144			6,144
Taxes - other	5,543	(2,180)	(3)	3,363
Business Insurance	5,222			5,222
Telephone	4,547			4,547
Continuing Education	4,325			4,325
Licenses and Permits	4,254			4,254
Office Supplies	3,193			3,193
Other Occupancy Costs	2,975			2,975
Postage and Delivery	2,051			2,051
Payroll Service	1,717			1,717
Printing and reproduction	1,188			1,188
Bank charges	865	(250)	(4)	615
Depreciation and Amortization	726	7,702	(5)	8,428
Overhead Expense Recovery	(36,322)			(36,322)
Total General Overhead	\$ 555,406	\$ (853)		\$ 554,553
Total Indirect Costs				\$ 689,256
Percentage of Direct Labor				140.21%

FAR References:

- (1) 31.202 Unallowable cost items to be capitalized under policy.
- (2) 31.202 Unallowable cost items to be capitalized under policy.
- (3) 31.201-6 Unallowable prior period state tax expense.
- (4) 31.205-27 Unallowable organization costs.
- (5) 31.205-11 Allowable GAAP depreciation.

TRIUNITY ENGINEERING & MANAGEMENT, INC.**Statement of Direct Labor, Fringe Benefits and General Overhead
For the Year Ended December 31, 2020**

Description	Financial Statement Expense	Unallowable Expense	FAR Reference	Total Proposed
Direct labor	\$ 5,730,040	\$ -		\$ 5,730,040
Indirect costs				
Fringe benefits				
Insurance	\$ 925,081	\$ -		\$ 925,081
Vacation, sick, and holiday	747,722	-		747,722
Payroll taxes	664,541	-		664,541
Employee benefit plan	301,262	-		301,262
Other employee benefits	37,286	-		37,286
Total fringe benefits	\$ 2,675,892	\$ -		2,675,892
General overhead				
Payroll	\$ 3,429,392	\$ -		3,429,392
Travel	238,127	-		238,127
Office rent	211,339	-		211,339
Licenses	99,156	-		99,156
Insurance	95,944	-		95,944
Recruiting	86,925	-		86,925
Depreciation and amortization	85,017	-		85,017
Accounting and legal	79,183	-		79,183
Dues	59,777	-		59,777
Professional fees	58,472	-		58,472
Telephone	37,700	-		37,700
Taxes - other	36,026	-		36,026
Consulting	27,677	-		27,677
Relocation	28,653	-		28,653
Conferences	25,235	-		25,235
Internet fees	21,790	-		21,790
Professional development	19,788	-		19,788
Meetings	17,641	-		17,641
Office and administration	10,493	-		10,493
Printing	5,265	-		5,265
Transportation	4,364	-		4,364
Postage	3,587	-		3,587
Bank fees	321	-		321
Total general overhead	\$ 4,681,872	\$ -		4,681,872
Total indirect costs				7,357,764
Unallowable costs				
Interest expense	\$ 12,468	\$ (12,468)	(4)	-
Travel and meals	6,812	(6,812)	(3)	-
Gifts and entertainment	38,589	(38,589)	(3)	-
Lobbying and miscellaneous expense	44,317	(44,317)	(6)	-
Life insurance	15,327	(15,327)	(5)	-
Charitable contributions	5,437	(5,437)	(2)	-
Advertising	19,819	(19,819)	(1)	-
Total unallowable costs	\$ 142,769	\$ (142,769)		-
Total indirect costs				\$ 7,357,764
Percent of direct costs				128.41 %

Exhibit C Federal Clauses

**Exhibit C
Federal Clauses**

ACCESS TO RECORDS AND REPORTS

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

INCORPORATION OF FTA TERMS

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

FEDERAL CHANGES

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

ENERGY CONSERVATION REQUIREMENTS

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

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

in part with federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Consultant or Supplier who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801, et seq. and United States Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Contract. Upon execution of the underlying Contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which the Work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the federal government deems appropriate. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification to the federal government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 USC §5307, the federal government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5307(n)(1) on the Consultant, to the extent the federal government deems appropriate. The Consultant agrees to include the above two clauses in each subcontract or purchase order financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Consultant or Supplier who will be subject to the provisions.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

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

BUY AMERICA CERTIFICATION

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

Consultant shall comply with 49 USC 5323(j) and 49 CFR 661, as amended by MAP-21 stating that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. Separate requirements for rolling stock are set out at 49 USC §5323(j)(2)(C) and 49 CFR §661.11. Rolling stock must be assembled in the United States and have the applicable percentage of domestic content required by 49 USC 5323(j) and 49 CFR 661. Consultant shall be responsible for ensuring that lower tier Consultants and consultants 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 Consultant agrees to comply with 49 USC §40118 and 41 CFR Part 301-10, which provide that Consultants are required to use United States -Flag air carriers for federally financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by 49 USC §40118 and CFR Part 301-10.

CIVIL RIGHTS REQUIREMENTS

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

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

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

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

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

(3) The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties

DISADVANTAGED BUSINESS ENTERPRISES (DBE)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is **10%**. The agency's overall goal for DBE participation is **7%**. A separate contract goal **percentage DBE participation will be determined by Civil Rights Compliance Officer at time each Task Order is issued.**

b. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **{insert agency name}** deems appropriate. Each subcontract the Consultant signs with a consultant 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 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 consultant whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime Consultant's commitment; 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 Consultant is required to pay its consultants performing work related to this contract for satisfactory performance of that work no later than 30 days after the Consultant's receipt of payment for that work from the **Utah Transit Authority**. In addition, **[the Consultant may not hold retainage from its consultants]**

e. The Consultant must promptly notify **Utah Transit Authority**, whenever a DBE consultant performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE consultant to perform at least the same amount of work. The Consultant may not terminate any DBE consultant 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 Consultant when it is in the Government's best interest. The Consultant shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Consultant shall promptly submit its termination claim to (Recipient) to be paid the Consultant. If the Consultant has any property in its possession belonging to the (Recipient), the Consultant will account for the same, and dispose of it in the manner the (Recipient) directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Consultant does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the

Consultant fails to perform in the manner called for in the contract, or if the Consultant fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Consultant [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

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

d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Consultant of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

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

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

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Consultant. Examples of such causes include: acts of God, acts of the Recipient, acts of another Consultant in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the Consultant, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing

the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Consultant's right to proceed, it is determined that the Consultant was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

DEBARMENT AND SUSPENSION

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

Consultant shall comply and facilitate compliance with U.S. DOT regulations, "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, Consultant shall verify that its principals, affiliates, and consultants are eligible to participate in this federally funded contract and are not presently declared by any federal department or agency to be: (i) debarred from participation in any federally assisted award; (ii) suspended from participation in any federally assisted award; (iii) proposed for debarment from participation in any federally assisted award; (iv) declared ineligible to participate in any federally assisted award; (iv) voluntarily excluded from participation in any federally assisted award; and/or (v) disqualified from participation in any federally assisted award. By submitting a response to UTA's solicitation for the Contract, Consultant has certified that the foregoing items (i) through (v) are true. The certification in this clause is a material representation of fact relied upon by UTA. If it is later determined by UTA that Consultant knowingly rendered an erroneous certification, in addition to other remedies available that may be available to UTA, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant agrees to comply with the requirements of 2 CFR Part 180, subpart C, as supplemented by 2 CFR Part 1200, during the Contract term. Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ADA ACCESS

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

Domestic Preference

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

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

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

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

In accordance with 2 CFR 200.216, Consultant and its consultants are prohibited from expending funds under this contract for the procurement of equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

- a. "covered telecommunications equipment or services" is telecommunications or video surveillance equipment or services produced by:
 - a. Huawei Technologies Company
 - b. ZTE Corporation
 - c. Hytera Communications Corporation
 - d. Hangzhou Hikvision Digital Technology Company
 - e. Dahua Technology Company
 - f. Any subsidiary of the above listed entities.

Federal Clauses Applicable only to Construction Contracts

CLEAN AIR REQUIREMENTS

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

CLEAN WATER REQUIREMENTS

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

FLY AMERICA REQUIREMENTS

The Consultant agrees to comply with 49 USC §40118 and 41 CFR Part 301-10, which provide that Consultants are required to use United States -Flag air carriers for federally financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by 49 USC §40118 and CFR Part 301-10.

SEISMIC SAFETY REQUIREMENTS

The Consultant agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Consultant also agrees to ensure that all work performed under this contract including work performed by a consultant is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

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

(1) **Minimum wages** – (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between Consultant and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by Consultant and its consultants 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 Consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and UTA's Civil Rights Compliance Office agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by UTA's Civil Rights Compliance Office to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

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

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

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, Consultant shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If Consultant does not make payments to a trustee or other third person, Consultant may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of Consultant, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require Consultant to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) UTA's Civil Rights Compliance Office shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. UTA's Civil Rights Compliance Office shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

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

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

(B) If Consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and UTA's Civil Rights Compliance Office agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken

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

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

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

(2) **Withholding** – UTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from Consultant under the Contract or any other federal contract for which Consultant is the prime Consultant, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by Consultant, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by Consultant or any consultant the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, UTA may, after written notice to Consultant, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** – (i) Payrolls and basic records relating thereto shall be maintained by Consultant during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1 (b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, Consultant shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. If Consultant employs apprentices or trainees under approved programs, Consultant shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) Consultant shall submit weekly for each week in which any work under the Contract is performed a copy of all payrolls to UTA for transmission to the FTA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under Section 5.5(a)(3)(i) of Regulations, 29 CFR Part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. Consultant is responsible for the submission of copies of payrolls by all consultants.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by Consultant or consultant 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 Consultant or consultant to civil or criminal prosecution under Section 1001 of title 18 and Section 231 of title 31 of the United States Code.

(iii) Consultant and any consultant shall make the records required under paragraph (3) of this section available for inspection, copying, or transcription by authorized representatives of the FTA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If Consultant or consultant fails to submit the required records or to make them available, the federal agency may, after written notice to Consultant, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR §5.12.

(4) **Apprentices and trainees** – (i) Apprentices – Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to Consultant as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage

determination for the work actually performed. Where Consultant is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in Consultant's or consultant's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, Consultant will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees – Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, Consultant will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

(5) Compliance with Copeland “Anti-Kickback” Act Requirements – Consultant shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in the Contract. Consultant is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(6) Subcontracts – Consultant and any consultant 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 consultants to include these clauses in any lower tier subcontracts. Consultant shall be responsible for the compliance by any consultant or lower tier consultant with all the contract clauses in 29 CFR 5.5.

BONDING REQUIREMENTS

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

Unless a different requirement is set forth in the Contract, Consultant shall maintain the following bonds: A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

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

A labor and materials payment bond equal to the full value of the Contract must be furnished by Consultant to UTA as security for payment by Consultant and consultants 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.

Exhibit D Federal Forms

ATTACHMENT A: EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE STATEMENT

The undersigned states on behalf of the Bidder / Proposer Parametrix Consult, Inc.

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 Jeanna Hanenbug

Title Director of Human Resources

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: Parametrix Consult, Inc.

Address: 4179 Riverboat Road #130 SLC, UT 84123

Signed:  _____

Title: Director of Human Resources

Phone Number: 253.604.6600

ATTACHMENT A-1: DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM

DBE PROJECT GOAL will be determined by Civil Rights Compliance Officer for each Task Order that issued. 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.

<u>DBE Name & Address</u>	<u>Description of Work</u>	<u>\$ Amount of Participation</u>	<u>% of Total Price</u>	
Certus Solutions Salt Lake City, UT 84103	Environmental/Cultural Services	\$ 6,000	3	*Example
Cross Spectrum Acoustics - 699 E. South Temple #201 SLC, UT 84102	Noise and Vibration Analysis	\$ 6,000	3	% contract
TriUnity - 633 17th Street Suite #1500, Denver, CO 80202	Project Controls and Cost Estimating	\$ 8,000	4	% amount using a \$200k work order

(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: 10-20-21

Company Name: Parametrix Consult, Inc.

Signature: David Pennington

Printed Name: David Pennington

Title: Vice President



4179 RIVERBOAT ROAD, SUITE 130 | SALT LAKE CITY, UT 84123 | P 801.307.3400

Attachment A-2
Letter of Intent to Subcontract with DBE Firms

October 11, 2021

Certus Environmental Solutions, LLC
665 7th Avenue
Salt Lake City, UT 84103

Reference: (UTA FrontRunner Forward Environmental Services Pool RFQu No. 21-03496VW)


Sheri,

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 environmental/cultural services in the amount of \$6,000* if our firm is awarded the contract with Utah Transit Authority.

A DBE company has to be certified in the State of Utah and current in its DBE certification. Please attach a copy of a recent certification letter / annual update that states your firm is presently certified as a DBE by the Utah Uniform Certification Program (UUCP).

DBE firm has read and certifies to the above: Prime Contractor:



Signature



Signature

Sheri Murray Ellis

Printed Name

David Pennington

Printed Name

Owner

Title

Vice President

Title

* Example contract amount using a \$200,000.00 work order.



Utah Unified Certification Program
Certifies that:

Certus Environmental Solutions, LLC.

*Has successfully satisfied 49 CFR Part 26 criteria for
continued certification as a disadvantaged owned business in the:*

***Disadvantaged Business Enterprise
Program***

Certificate Expires: 10-29-2021

Judy Romrell - UUCP CERTIFYING OFFICIAL



4179 RIVERBOAT ROAD, SUITE 130 | SALT LAKE CITY, UT 84123 | P 801.307.3400

**Attachment A-2
Letter of Intent to Subcontract with DBE Firms**

October 11, 2021

Cross Spectrum Acoustics
699 E. South Temple #201
Salt Lake City, UT 84102

Reference: (UTA FrontRunner Forward Environmental Services Pool RFQu No. 21-03496VW)

Lance,
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 noise and vibration analysis services in the amount of \$6,000* if our firm is awarded the contract with Utah Transit Authority.

A DBE company has to be certified in the State of Utah and current in its DBE certification. Please attach a copy of a recent certification letter / annual update that states your firm is presently certified as a DBE by the Utah Uniform Certification Program (UUCP).

DBE firm has read and certifies to the above:

Prime Contractor:

Signature

Signature

Lance Meister

Printed Name

David Pennington

Printed Name

Vice President

Title

Vice President

Title

*** Example contract amount using a \$200,000.00 work order.**

UTAH UNIFIED CERTIFICATION PROGRAM (UUCP) DISADVANTAGED BUSINESS ENTERPRISE (DBE) DIRECTORY

Minority-Owned and Women-Owned Businesses

October 08, 2021

The UUCP is the only certifying entity for the U.S. Department of Transportation's Disadvantaged Business Enterprise Program in the State of Utah. UUCP DBE Certifications are performed in accordance with Federal Code of Regulations:

49 CFR Part 23 - Airport Concessions; 49 CFR Part 26 - Transportation

UUCP CERTIFYING AGENCIES AND OFFICIALS:

UTAH DEPARTMENT OF TRANSPORTATION (UDOT):

Judy Romrell (801) 965-4208

UTAH TRANSIT AUTHORITY (UTA): Andrew Gray - (801) 287-3533

SALT LAKE CITY DEPARTMENT OF AIRPORTS (SLCDA): Raymond Christy (801) 575-2945

The UUCP DBE DIRECTORY can be located on the UDOT Civil Rights web page:

[http://www.udot.utah.gov/main/f?p=100:pg:939793708666562:::1:T,V:198,](http://www.udot.utah.gov/main/f?p=100:pg:939793708666562:::1:T,V:198)

Company Name	Type of Work
CONSTRUCTION TRUCKING INC 314 WEST 2400 SOUTH BOUNTIFUL, UT 84010 Contact: Katie Walton Phone : (801) 633-2184 Fax : (801) 633-2184 Mobile : (801) 652-5104 Pager : Email : katewalton83@gmail.com	
	H 01 - . . Trucking (hauling)

CORLISS STONE-LITTLES LLC 8180 Precinct Line Road Suite 150 Colleyville, TX 76034 Contact: Corliss Stone-Little Phone : (817) 421-8399 Fax : (801) 650-1339 Mobile : (214) 244-3501 Pager : Email : corliss@csllc.biz	
	B 01 - . . Concessions - Airport

COWBOY RED TRANSPORT, LLC 2208 North 600 West PO Box 1233 Pleasant Grove Lindon, UT 84042 Contact: Lisa Martinez Phone : (801) 376-3453 Fax : (801) 796-0834 Mobile : (801) 362-5717 Pager : Email : cowboyredtransport@gmail.com	
	H 01 - . . Trucking (hauling)
	H 02 - . . Freight Transport

CRIPPLE CREEK CONSULTING & ENVIRONMENTAL 2477 Nordic Valley Drive PO Box 743 Eden, UT 84310 Contact: Sherry V. Wiscombe Phone : (801) 833-5582 Fax : Mobile : (801) 833-5582 Pager : Email : sherrywiscombe@gmail.com	
	F 09 - . . Services - Environmental
	F 19 - . . Other

CROSS SPECTRUM ACOUSTICS INC. 25A Granby Street East Longmeadow, MA 01028 Contact: Herbert L. Singleton Phone : (413) 315-5770 Fax : (413) 315-5770 Mobile : Pager : Email : dbec@csacoustics.com	
	F 08 - . . Services - Engineering

Company Name	Type of Work
D G & S CONSTRUCTION, INC. P.O. BOX 730 WEST JORDAN, UT 84084 Contact: DAN OR GLORIA BARELA Phone : (801) 280-3680 Fax : (801) 280-8370 Mobile : (801) 201-3137 Pager : Email : drbarela@sisna.com	
	A 02 - . . General Contractor - Engineering (E100 License)
	E 25 - . . Steel - Reinforcing
	E 26 - . . Steel - Structural

DBE CONSULTING LLC 325 Centennial Olympic Park Dr #1322 Atlanta, GA 30313 Contact: Kimberly D. Griffin Phone : (404) 966-3573 Fax : (678) 229-9081 Mobile : Pager : Email : kgriffin@dbeconsulting.com	
	B 01 - . . Concessions - Airport

DDE INC DBA GENERATION CABLE CORP 5028 South Atlanta Road #128 Atlanta, GA 30339 Contact: Dana E. Dabruzzo Phone : (404) 226-7884 Fax : Mobile : (404) 226-7884 Pager : Email : dana@generationcablecorp.com	
	E 05 - . . Electrical - Lighting, Traffic Signals
	S 02 - . . Suppliers: Regular Dealers-60% Toward DBE Goz

DGI CONSTRUCTION LLC 551 Walnut Glen Drive Springville, UT 84663 Contact: Ian Dulan Phone : (801) 891-9789 Fax : Mobile : Pager : Email : ian@dgebuid.com	
	A 01 - . . General Contractor - Building (B100 License)
	A 02 - . . General Contractor - Engineering (E100 License)
	C 01 - . . Building - Construction
	F 06 - . . Consulting Services - Computer

DI BUILD LLC 10000 Marshall Drive Lenexa, KS 66215 Contact: Allison Schmitt Phone : (913) 340-0988 Fax : (913) 342-8880 Mobile : (913) 406-8478 Pager : Email : aschmitt@dibuild.com	
	C 01 - . . Building - Construction



4179 RIVERBOAT ROAD, SUITE 130 | SALT LAKE CITY, UT 84123 | P 801.307.3400

**Attachment A-2
Letter of Intent to Subcontract with DBE Firms**

October 11, 2021

TriUnity
633 17th Street Suite #1500
Denver, CO 84202


Reference: (UTA FrontRunner Forward Environmental Services Pool RFQu No. 21-03496VW)

Danielle,
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 project controls and cost estimating services in the amount of \$8,000* if our firm is awarded the contract with Utah Transit Authority.

A DBE company has to be certified in the State of Utah and current in its DBE certification. Please attach a copy of a recent certification letter / annual update that states your firm is presently certified as a DBE by the Utah Uniform Certification Program (UUCP).

DBE firm has read and certifies to the above: Prime Contractor:



Signature

Danielle Smith

Printed Name

Central Region Director

Title



Signature

David Pennington

Printed Name

Vice President

Title

* Example contract amount using a \$200,000.00 work order.



UUCP *Utah Unified Certification Program*

Andrew Gray, Certifying Official
Utah Transit Authority
669 West 200 South
Salt Lake City, UT 84101
Phone (801) 287-3533
DBELO@rideuta.com

Thursday, February 4, 2021

Marvin Thomas
Triunity Inc.
633 17th St. Ste 1500
Denver, CO 80202
monica.romero@triunityeng.com

RE: DBE Annual Update Approval

Dear DBE Owner

Thank you for your interest in the Disadvantaged Business Enterprise (DBE) program. The recently submitted Annual Update for your firm has been approved. In accordance with the federal DBE regulations, which are found at 49 C.F.R. Part 26, you are now certified as a DBE in the following areas:

- 236220: Project Management
- 541330: Electrical Engineering Services
- 541330: Traffic Engineering Consulting Services
- 541618: Telecommunications Management Consulting Services
- 541350: Building Inspection Services
- 541511: Computer Programming Services, Custom

In order to remain certified, your firm must submit a No Change Affidavit annually. In order to maintain your DBE status, the next No Change Affidavit will need to be submitted no later than 1/31/2022.

A No Change Affidavit is a sworn affidavit affirming that there have been no changes in the firm's circumstances affecting its size, disadvantaged status, ownership or the control requirements of the regulations, or any material changes to contact information, ownership, and/or expansion of services, must be communicated to the UUCP within 30 days of the change.

Annually, my office will provide you documents to perform your annual update. The same forms are also found at the UTA website –

<http://rideuta.com/Doing-Business/Disadvantaged-Enterprises>

Thank you for your participation in the DBE program throughout the State of Utah. Please contact me at (801)287-3533 if you have any questions or require assistance.

Sincerely,

A handwritten signature in black ink, appearing to be "AG", is written over a light blue horizontal line.

Andrew Gray
Certifying Official, Utah Transit Authority

Triunity Inc.

Has successfully satisfied
49 CFR part 26 criteria for
certification as a
minority or women owned
business in the
**Disadvantaged Business
Enterprise Program**

Expires on 1/31/2022

This DBE is certified to perform the following:

- 236220: Project Management
- 541330: Electrical Engineering Services
- 541330: Traffic Engineering Consulting Services
- 541618: Telecommunications Management Consulting Services
- 541350: Building Inspection Services
- 541511: Computer Programming Services, Custom



A handwritten signature in black ink, appearing to read "A. Gray", positioned above a horizontal line.

Andrew Gray, DBE Liaison & UUCP Certifying Official
Utah Transit Authority
669 West 200 South Salt Lake City, UT 84101

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

ATTACHMENT A-3: GOOD FAITH EFFORTS DOCUMENTATION FORM

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

Firm Name	Contact Person	Area of Expertise	Date	Response
Certus Environmental	Sheri Ellis	Environmental services	10/11	Accepted
Cross-Spectrum Acoustics	Lance Meister	Noise and vibration analysis	10/11	Accepted
TriUnity	Danielle Smith	Project controls and cost estimating	10/11	Accepted

By submitting and signing this form, including any continuation form(s), the Bidder / Proposer certifies that it has contacted the identified DBE firms in good faith (per 49 CFR 26 Appendix A or see DBE Requirements, Terms and Conditions) to discuss contracting opportunities.

Date: 10/14/2021

Signature: David Pennington

Printed Name: David Pennington

Title: Vice President

PARAMETRIX
Human Resources

Equal Employment Opportunity and Affirmative Action Program

To ensure equal employment opportunity, there shall be no discrimination of any individual or group because of race; color; creed; religion; gender; age; national origin; citizenship; marital status; veteran status; sensory, physical, or mental disability; political ideology; sexual orientation; gender identity; or any other factor protected by applicable law.

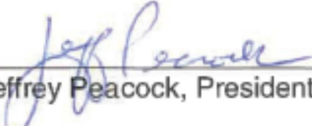
Furthermore, it is the policy of Parametrix to comply with the Americans with Disabilities Act, Section 503 of the Rehabilitation Act of 1973 and other federal and state laws prohibiting discrimination against applicants or employees with disabilities and take affirmative action to employ and advance qualified individuals with disabilities. Accordingly, Parametrix will reasonably accommodate applicants and employees with known physical or mental disabilities to the extent required by law. Parametrix reserves the right to modify, or make exceptions to, any of its existing policies or practices to the extent necessary to provide a reasonable accommodation to an applicant or employee whom Parametrix knows to have a disability.

Additionally, it is the policy of Parametrix to comply with the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA) as amended, which prohibits job discrimination. Parametrix is committed to engage in affirmative action to employ and advance in employment qualified protected veterans.

Parametrix will make reasonable accommodation for employees' religious beliefs. An otherwise qualified applicant or employee who requires reasonable accommodation should inform Human Resources of the need for accommodation. The employee and Human Resources will explore available reasonable accommodations with the employee's supervisor.

All Parametrix offices and their management are expected to carry forward the Company's policy of nondiscrimination, equal employment opportunity, and affirmative action in every aspect of employment. All decisions made with respect to recruiting, hiring, and promotion for all job classifications will be based solely on individual qualifications related to the requirements of the position. Likewise, all other personnel matters such as compensation, benefits, transfers, terminations, staff reduction, training, education, and social/recreational programs will be administered free from any unlawful discriminatory practices. To assist in the equal employment effort, Human Resources has the overall responsibility for providing the guidance and coordination in implementing and administering this Affirmative Action Program.

The CEO of Parametrix is committed to the principle of Affirmative Action and Equal Employment Opportunity. Parametrix maintains an Affirmative Action Program and it's available to view by an employee or applicant for employment upon request during normal business hours. If you have questions or concerns, please contact the Parametrix Affirmative Action Officer, Jeanna Hanenburg, located at the Puyallup Office or at 253-269-1330.



Jeffrey Peacock, President and CEO

12/4/19

Date

ATTACHMENT D: CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, David Pennington, Vice President, hereby certifies
(Name and Title of Company Official)
 on behalf of Parametrix Consult, Inc. that:
(Name of Company)

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

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

Executed this 14 day of October, 2021.

By: David Pennington
(Signature of Authorized Official)

Vice President
(Title of Authorized Official)

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

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

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

(1) TO UTILIZE PRIVATELY OWNED UNITED STATES-FLAG COMMERCIAL VESSELS TO SHIP AT LEAST 50 PERCENT OF THE GROSS TONNAGE (COMPUTED SEPARATELY FOR DRY BULK CARRIERS, DRY CARGO LINERS, AND TANKERS) INVOLVED, WHENEVER SHIPPING ANY EQUIPMENT, MATERIALS, OR COMMODITIES PURSUANT TO THIS CONTRACT TO THE EXTENT SUCH VESSELS ARE AVAILABLE AT FAIR AND REASONABLE RATES FOR UNITED STATES-FLAG COMMERCIAL VESSELS.

(2) TO FURNISH WITHIN 20 DAYS FOLLOWING THE DATE OF LOADING FOR SHIPMENTS ORIGINATING WITHIN THE UNITED STATES, OR WITHIN 30 WORKING DAYS FOLLOWING THE DATE OF LOADING FOR SHIPMENT ORIGINATING OUTSIDE THE UNITED STATES, A LEGIBLE COPY OF A RATED, "ON-BOARD" COMMERCIAL OCEAN BILL-OF-LADING IN ENGLISH FOR EACH SHIPMENT OF CARGO DESCRIBED IN PARAGRAPH (1) ABOVE TO THE AUTHORITY (THROUGH THE PRIME CONTRACTOR IN THE CASE OF SUBCONTRACTOR BILLS-OF-LADING) AND TO THE DIVISION OF NATIONAL CARGO, OFFICE OF MARKET DEVELOPMENT, MARITIME ADMINISTRATION, 400 SEVENTH STREET, S.W., WASHINGTON, D.C. 20590, MARKED WITH APPROPRIATE IDENTIFICATION OF THE PROJECT.

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

Date 10/14/2021

Signature David Purington

Title Vice President



ATTACHMENT F: SOLICITATION STATISTICS

Dear Subcontractor:

The Utah Transit Authority maintains bidding statistics, regarding ALL firms bidding on prime contracts and subcontracts on DOT-assisted projects in accordance to the federal regulation 49 CFR Part 26.11. Include copies of this form with your bid package to **ANY SUBCONTRACTORS**. Return the form from each proposer with your bid package, both Disadvantaged Business Enterprises' (DBE) and non-DBEs (A DBE is a firm that meets the criteria in 49 CFR 26). Thank you for your assistance with this request. If you have any questions, comments or suggestions, please contact Raymond Christy, UTA's DBE Liaison Officer (801) 262-5626 extension 3537.

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

Firm Name: Parametrix Consult, Inc.

Firm Address: 4179 Riverboat Road Suite 130

Salt Lake City, UT 84123

Status: Non-DBE DBE

Company's Type of Work: Civil Engineering/Planning

Month/Year firm started: 1969

Company Owner(s) Ethnic Background (optional)

<input type="checkbox"/> African American	<input type="checkbox"/> Asian	<input type="checkbox"/> Male
<input type="checkbox"/> Hispanic	<input type="checkbox"/> Native American	<input type="checkbox"/> Female
<input type="checkbox"/> Polynesian	<input type="checkbox"/> Caucasian	<input type="checkbox"/> Other

Annual Gross Receipts of the Firm: (check one)

0 to \$500,000 \$500,000 - \$1,000,000

\$1 Million - \$5 Million \$5 Million - \$10 Million

\$10 Million - \$16.7 Million Above \$16.7 Million

Name of Solicitation: FrontRunner Forward Environmental Services Pool RFQ No. 21-03406VW



ATTACHMENT F: SOLICITATION STATISTICS

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Firm Name: Certus Environmental Solutions

Firm Address: 655 7th Avenue

Salt Lake City, UT 84103

Status: Non-DBE DBE

Company's Type of Work: Cultural resource consulting

Month/Year firm started: 05/2012

Company Owner(s) Ethnic Background (optional)

<input type="checkbox"/> African American	<input type="checkbox"/> Asian	<input type="checkbox"/> Male
<input type="checkbox"/> Hispanic	<input type="checkbox"/> Native American	<input checked="" type="checkbox"/> Female
<input type="checkbox"/> Polynesian	<input checked="" type="checkbox"/> Caucasian	<input type="checkbox"/> Other

Annual Gross Receipts of the Firm: (check one)

0 to \$500,000 \$500,000 - \$1,000,000

\$1 Million - \$5 Million \$5 Million - \$10 Million

\$10 Million - \$16.7 Million Above \$16.7 Million

Name of Solicitation: UTA FrontRunner Forward



ATTACHMENT F: SOLICITATION STATISTICS

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Firm Name: Cross-Spectrum Acoustics, Inc.

Firm Address: 699 E. South Temple, Suite 201B

Salt Lake City, UT 84102

Status: Non-DBE DBE

Company's Type of Work: Noise and Vibration Consulting

Month/Year firm started: August, 2011

Company Owner(s) Ethnic Background (optional)

<input checked="" type="checkbox"/> African American	<input type="checkbox"/> Asian	<input checked="" type="checkbox"/> Male
<input type="checkbox"/> Hispanic	<input type="checkbox"/> Native American	<input type="checkbox"/> Female
<input type="checkbox"/> Polynesian	<input checked="" type="checkbox"/> Caucasian	<input type="checkbox"/> Other

Annual Gross Receipts of the Firm: (check one)

0 to \$500,000 \$500,000 - \$1,000,000

\$1 Million - \$5 Million \$5 Million - \$10 Million

\$10 Million - \$16.7 Million Above \$16.7 Million

Name of Solicitation: FrontRunner Forward Environmental Services Pool



ATTACHMENT F: SOLICITATION STATISTICS

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Firm Name: David Evans and Associates, Inc.

Firm Address: 10701 South River Front Parkway, Suite 125

South Jordan, UT 84095

Status: Non-DBE DBE

Company's Type of Work: Transportation and transit engineering and planning

Month/Year firm started: April 1976

Company Owner(s) Ethnic Background (optional)

<input type="checkbox"/> African American	<input type="checkbox"/> Asian	<input type="checkbox"/> Male
<input type="checkbox"/> Hispanic	<input type="checkbox"/> Native American	<input type="checkbox"/> Female
<input type="checkbox"/> Polynesian	<input type="checkbox"/> Caucasian	<input type="checkbox"/> Other
<u>n/a (DEA is employee-owned)</u>		

Annual Gross Receipts of the Firm: (check one)

0 to \$500,000 \$500,000 - \$1,000,000

\$1 Million - \$5 Million \$5 Million - \$10 Million

\$10 Million - \$16.7 Million Above \$16.7 Million

Name of Solicitation: FrontRunner Forward Environmental Services Pool



ATTACHMENT F: SOLICITATION STATISTICS

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Firm Name: IBI Group

Firm Address: 10 Exchange Place Suite 110, Salt Lake City, UT 84111

 Status: Non-DBE X DBE

Company's Type of Work: Architecture, Landscape Architecture, Planning,

Transportation, Month/Year firm started: Internation May, 1976, UT Oct1997

Company Owner(s) Ethnic Background (optional)			
<input type="checkbox"/> African American	<input type="checkbox"/> Asian	<input type="checkbox"/> Male	
<input type="checkbox"/> Hispanic	<input type="checkbox"/> Native American	<input type="checkbox"/> Female	
<input type="checkbox"/> Polynesian	<input type="checkbox"/> Caucasian	<input type="checkbox"/> Other	

Annual Gross Receipts of the Firm: (check one)

0 to \$500,000 \$500,000 - \$1,000,000

\$1 Million - \$5 Million \$5 Million - \$10 Million

\$10 Million - \$16.7 Million Above \$16.7 Million X

Name of Solicitation: _____



ATTACHMENT F: SOLICITATION STATISTICS

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Firm Name: Meridian Engineering, Inc.

Firm Address: 1628 w. 11010 S., Suite 102

South Jordan, UT 84095

Status: Non-DBE DBE

Company's Type of Work: Professional Engineering /Survey Services

Month/Year firm started: June / 1997

Company Owner(s) Ethnic Background (optional)

<input type="checkbox"/> African American	<input type="checkbox"/> Asian	<input type="checkbox"/> Male
<input type="checkbox"/> Hispanic	<input type="checkbox"/> Native American	<input type="checkbox"/> Female
<input type="checkbox"/> Polynesian	<input type="checkbox"/> Caucasian	<input type="checkbox"/> Other

Annual Gross Receipts of the Firm: (check one)

0 to \$500,000 \$500,000 - \$1,000,000

\$1 Million - \$5 Million \$5 Million - \$10 Million

\$10 Million - \$16.7 Million Above \$16.7 Million

Name of Solicitation: FrontRunner Forward Design Services Pool #21-03497VW



ATTACHMENT F: SOLICITATION STATISTICS

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Firm Name: SWCA Incorporated, dba SWCA Environmental Consultants

Firm Address: 20 E Thomas Rd, #1700

Phoenix, AZ 85012

Status: Non-DBE DBE

Company's Type of Work: Environmental Consulting

Month/Year firm started: April 1984

Company Owner(s) Ethnic Background (optional)

<input type="checkbox"/> African American	<input type="checkbox"/> Asian	<input type="checkbox"/> Male
<input type="checkbox"/> Hispanic	<input type="checkbox"/> Native American	<input type="checkbox"/> Female
<input type="checkbox"/> Polynesian	<input type="checkbox"/> Caucasian	<input checked="" type="checkbox"/> Other
<input type="checkbox"/> 100% Employee owned through an ESOP		

Annual Gross Receipts of the Firm: (check one)

0 to \$500,000 \$500,000 - \$1,000,000

\$1 Million - \$5 Million \$5 Million - \$10 Million

\$10 Million - \$16.7 Million Above \$16.7 Million

Name of Solicitation: Front Runner Forward Environmental Pool



ATTACHMENT F: SOLICITATION STATISTICS

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Firm Name: Terracon Consultants, Inc.

Firm Address: 6949 South High Tech Dr., Ste. 100 Midvale, UT 84047

Status: Non-DBE DBE

Company's Type of Work: Geotechnical Engineering

Month/Year firm started: 04/1965

Company Owner(s) Ethnic Background (optional)

<input type="checkbox"/> African American	<input type="checkbox"/> Asian	<input type="checkbox"/> Male
<input type="checkbox"/> Hispanic	<input type="checkbox"/> Native American	<input type="checkbox"/> Female
<input type="checkbox"/> Polynesian	<input type="checkbox"/> Caucasian	<input type="checkbox"/> Other

Annual Gross Receipts of the Firm: (check one)

0 to \$500,000 <input type="checkbox"/>	\$500,000 - \$1,000,000 <input type="checkbox"/>
\$1 Million - \$5 Million <input type="checkbox"/>	\$5 Million - \$10 Million <input type="checkbox"/>
\$10 Million - \$16.7 Million <input type="checkbox"/>	Above \$16.7 Million <input checked="" type="checkbox"/>

Name of Solicitation: UTA FrontRunner Forward



ATTACHMENT F: SOLICITATION STATISTICS

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Firm Name: Triunity, Inc.

Firm Address: 633 17th Street, Suite 1500

Denver, CO 80202

Status: Non-DBE DBE

Company's Type of Work: PM/CM; Engineering Services

Month/Year firm started: December 2003

Company Owner(s) Ethnic Background (optional)

<input checked="" type="checkbox"/> African American	<input type="checkbox"/> Asian	<input type="checkbox"/> Male
<input type="checkbox"/> Hispanic	<input type="checkbox"/> Native American	<input type="checkbox"/> Female
<input type="checkbox"/> Polynesian	<input type="checkbox"/> Caucasian	<input type="checkbox"/> Other

Annual Gross Receipts of the Firm: (check one)

0 to \$500,000 \$500,000 - \$1,000,000

\$1 Million - \$5 Million \$5 Million - \$10 Million

\$10 Million - \$16.7 Million Above \$16.7 Million

Name of Solicitation: UTA Environmental Services Pool

**ATTACHMENT G: Requirement for Written Subcontracts
(To be submitted with Bid or Proposal)**

Provided that your firms Bid or Proposal is determined to be the winner for this Procurement, (UTA Number: 21-03496VW, Bidder/Proposer: Parametrix Consult, Inc., does hereby acknowledge and agree to comply with by signing below, the Authority's requirement to have written subcontracts for all the Work provided for by subcontractors at any tier for the Work awarded to them through this Procurement, and that Bidder/Proposer will pass along all applicable requirements, federal or otherwise, but not limited thereto to all sub tier contractors.

Company Name: Parametrix Consult, Inc.

Signed by: David Pennington

Title: Vice President

Date: 10/14/2021