

PROFESSIONAL SERVICES AGREEMENT

UTA CONTRACT #22-03632BM

South Valley FrontRunner Commuter Rail Environmental Study and Preliminary Design

This Professional Services Agreement is entered into and made effective as of the date of last signature below (the “Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and AECOM TECHNICAL SERVICES, INC., a Chicago, Illinois, Corporation (“Consultant”).

RECITALS

WHEREAS, UTA (Utah Transit Authority) seeks a consultant to prepare an FTA-compliant NEPA (National Environmental Policy Act) document and associated 30% preliminary engineering to advance the South Valley commuter rail project.

WHEREAS, On September 29, 2022, UTA issued Request for Proposal Package Number 22-03623BM (“RFQu”) encouraging interested parties to submit proposals to perform the services described in the RFQu.

WHEREAS, Upon evaluation of the proposals submitted in response to the RFQu, UTA selected Contractor as the preferred entity with whom to negotiate a contract to perform the Work.

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

AGREEMENT

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

1. SERVICES TO BE PROVIDED

- a) Contractor shall perform all Work as set forth in the Scope of Services (Exhibit A) . Except for items (if any) which this Contract specifically states will be UTA-provided, Contractor shall furnish all the labor, material and incidentals necessary for the Work.
- b) Contractor shall perform all Work under this Contract in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.
- c) All Work shall conform to generally accepted standards in the transit industry. Contractor shall perform all Work in compliance with applicable laws, regulations, rules,

ordinances, permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection.

- d) Contractor shall furnish only qualified personnel and materials necessary for the performance of the Work.
- e) When performing Work on UTA property, Contractor shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.

2. MANAGEMENT OF WORK

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

3. PROGRESS OF WORK

- a) Contractor shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.
- b) Contractor shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.
- c) Contractor shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.
- d) Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA, and shall not relieve Contractor of its responsibility to comply with the Contract requirements.
- e) UTA will have the right to inspect, monitor and review any Work performed by Contractor hereunder as deemed necessary by UTA to verify that such Work conforms to the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA, and shall not relieve Contractor of its responsibility to comply with the Contract requirements.
- f) UTA shall have the right to Section 3 Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, Contractor shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to conform to the Contract requirements.
- g) If Contractor fails to promptly remedy rejected Work as provided in Section 3.f, UTA

may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other Contractor s or UTA’s own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Contractor.

4. PERIOD OF PERFORMANCE

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for an initial 3- year period expiring January 31, 2026. UTA may, at its sole election and in its sole discretion, extend the initial term for up to Two additional one-year option periods, for a total Contract period not to exceed Five years. Extension options may be exercised by UTA upon providing Consultant with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). This Contract may be further extended if the Consultant and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

5. COMPENSATION

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

6. INCORPORATED DOCUMENTS

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

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

7. ORDER OF PRECEDENCE

The Order of Precedence for this contract is as follows:

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

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

8. CHANGES

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

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

- b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Contractor to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by

Contractor without such written authority shall be at Contractor's sole risk. Contractor shall not be entitled to rely on any other manner or method of direction.

- c. Contractor shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Contractor based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Contractor must give UTA's Project Manager or designee written notice stating:
 - A. The date, circumstances, and source of the change; and
 - B. That Contractor regards the identified item as a change in Work giving rise to an adjustment in this Contract.

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

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

9. **INVOICING PROCEDURES**

- a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
 - i. Contractor Name
 - ii. Unique Invoice Number
 - iii. PO Number
 - iv. Invoice Date
 - v. Detailed Description of Charges, including:
 - Task Number
 - Activity Description
 - Budget
 - Previously Invoiced

- Current Invoice
 - Total Invoiced
 - Remaining Budget
 - Percent Spent
- vi. Total Dollar Amount Due
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor 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 Contractor and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Professional Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Contractor, Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's Contractor s, agent, officers, directors, employees, joint owners, affiliates and contractor s.

11. USE OF SUBCONTRACTOR S

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

percentage-of-cost basis. Contractor further agrees that all subcontracts shall comply with all applicable laws.

12. **KEY PERSONNEL**

Contractor shall provide the key personnel as indicated in Contractor's Proposal (or other applicable provisions of this Contract), and shall not change any of said key personnel without the express written consent of UTA. The following individuals are concerned to be key personnel under this contract.

Loretta Markham, AICP Project Manager

Brooke Dempster, PE., Design Manager

Angie Bauer-Fellow, NEPA Lead

If the contractor changed key personnel without the express written permission of UTA, it shall be in default of the contract and liable for default damages .

13. **SUSPENSION OF WORK**

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

14. **TERMINATION**

a. **FOR CONVENIENCE:**

UTA shall have the right to terminate the Contract at any time by providing written notice to Contractor . If the Contract is terminated for convenience, UTA shall pay Contractor : (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a termination

claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.

b. **FOR DEFAULT:**

If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor seven (7) days written notice to cure such default:

1. Terminate the Contract (in whole or in part) for default and obtain the Professional Services using other Contractors or UTA's own forces, in which event Contractor shall be liable for all incremental costs so incurred by UTA;
2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
3. Except to the extent limited by the Contract, pursue other remedies available at law.

CONTRACTOR'S POST TERMINATION OBLIGATIONS:

Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Contractor shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Contractor's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Professional Services furnished by Contractor prior to termination.

15. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

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

upon request. Contractor agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractors utilized in the performance of the Work at any tier.

16. FINDINGS CONFIDENTIAL

Any documents, reports, information, or other data and materials delivered or made available to or prepared or assembled by Contractor or subcontractor under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Contractor without consent in writing from UTA. If confidential information is released to any third party without UTA's written consent as described above, contractor shall notify UTA of the data breach within 10 days and provide its plan for immediate mitigation of the breach for review and approval by UTA.

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

17. PUBLIC INFORMATION.

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

18. GENERAL INDEMNIFICATION

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

claims arise out of the sole negligence of UTA or the Indemnitees.

19. INSURANCE REQUIREMENTS

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

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

1. Commercial General Liability – Occurrence Form

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

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

- a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".
- b. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: “Contractual Liability Railroads” ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing “Utah Transit Authority Property” as the Designated Job Site

2. 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

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

3. Worker's Compensation and Employers' Liability

Workers’ Compensation Statutory
Employers' Liability

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

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

4. Professional Liability (Errors and Omissions Liability)

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

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

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

5. Railroad Protective Liability Insurance (RRPLI) –

During construction and maintenance within fifty (50) feet of an active railroad track, including but not limited to installation, repair or removal of facilities, equipment, services or materials, the Contractor must maintain “Railroad Protective Liability” insurance on behalf of UTA only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.

If the Contractor is not enrolling for this coverage under UTA’s blanket RRPLI program, the policy provided must have the definition of “JOB LOCATION” AND “WORK” on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement.

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

- 1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Contractor. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the Contractor’s assessment of the exposure for this contract; for their own protection and the protection of UTA.
- 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- 3. Contractor and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Contractor’s insurance shall be primary with respect to any insurance carried by UTA. Contractor will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage

that is not replaced.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
All certificates and any required endorsements are to be sent to utahta@ebix.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at 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. **SUBCONTRACTOR S:** Contractor s' certificate(s) shall include all subcontractor s as additional insureds under its policies or subcontractor s shall maintain separate insurance as determined by the Contractor , however, subcontractor 's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Sub-Contractor s maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-Contractor s. Utah Transit Authority must be scheduled as an additional insured on any sub-Contractor policies.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the 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. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all Claims of any kind or nature whatsoever on account of infringement relating to Contractor 's performance under this Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any portion of the Work is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under this Contract, Contractor shall, at its expense and through mutual agreement between the UTA and Contractor , either procure for UTA any necessary intellectual property rights, or modify Contractor 's services or deliverables such that the claimed infringement is eliminated.
- b. Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or Claims made or filed against UTA or upon the Work or the property on which the Work is located on account of any labor performed or labor, services, and equipment furnished by subcontractor s of any tier; and (ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Contractor or its subcontractor s of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, Contractor , within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor , Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

21. INDEPENDENT CONTRACTOR

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

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 Contractor 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 Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 8. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.
- b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.
- c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.
- d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

Level of Authority	Time Limit
UTA's Project Manager/Contractor's Project Manager	Five Calendar Days
UTA's Director of Supply Chain/Consultant's Local Business Lead	Five Calendar Days
UTA's Chief Financial Officer/Consultant's District Transportation Lead	Five Calendar Days

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

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

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 Contractor consents to the jurisdiction of such courts.

25. ASSIGNMENT OF CONTRACT

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

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:

<u>If to UTA:</u>	<u>with a required copy to:</u>
Utah Transit Authority	Utah Transit Authority
ATTN: Vicki Woodward	ATTN: Legal Counsel
669 West 200 South	669 West 200 South
Salt Lake City, UT 84101	Salt Lake City, UT 84101

If to Contractor :
AECOM TECHNICAL SERVICES, Inc.
Attn: Loretta Markham-756 East Winchester St.,
Suite 400, Salt Lake City, UT 84107

- b. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice. Either party may change the address at which such party desires to receive written notice by providing written notice of such change to any other party.
- c. Notwithstanding Section 27, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract.

28. CONTRACT ADMINISTRATOR

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

29. INSURANCE COVEREAGE REQUIREMENTS FOR CONTRACTOR EMPLOYEES AND SUBCONTRACTOR S UNDER DESIGN AND CONSTRUCTION CONTRACTS

- a. The following requirements apply to the extent that the Contractor is providing design or construction services and (i) the initial value of this Contract is equal to or in excess of \$2 million; (ii) this Contract, with subsequent modifications, is reasonably anticipated to equal or exceed \$2 million; (iii) Contractor has a subcontract at any tier that involves a sub-contractor that has an initial subcontract equal to or in excess of \$1 million; or (iv) any subcontract, with subsequent modifications, is reasonably anticipated to equal or exceed \$1million:
- b. Contractor shall, prior to the effective date of this Contract, demonstrate to UTA that Contractor has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Contractor 's employees and the employee's dependents during the duration of this Contract.
- c. Contractor shall also demonstrate to UTA that subcontractor s meeting the above-described subcontract value threshold have and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5for the subcontractor 's employees and the employee's dependents during the duration of the subcontract.

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

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

34. TRAVEL COSTS

Any travel costs charged against this contract and paid for with contract funds must be in compliance with UTA's Travel Policy (UTA .02.XX) and the U.S. General Services Administration (GSA) per diem rates

35. SEVERABILITY

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

36. ENTIRE AGREEMENT

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

36. AMENDMENTS

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

37. COUNTERPARTS

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

38. SURVIVAL

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

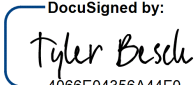
IN WITNESS WHEREOF, the parties have made and executed this Contract as of the day, month and year of the last signature contained below.

UTAH TRANSIT AUTHORITY:

By
Jay Fox
Executive Director

Date:

AECOM TECHNICAL SERVICES, INC.

DocuSigned by:

4066E04356A44F0...
Tyler Besch
Vice President
Fed ID# 95-2661922

Date: 2/3/2023

By
Mary DeLoretto
Chief Service Development Officer

Date:

Approved as to Content and Form by

DocuSigned by:

Michael Bell

70E33A415BA44F6

Mike Bell, AAG State of Utah
and UTA Legal Counsel

Date: 2/3/2023

Reviewed & Recommended by

DocuSigned by:

Janelle

6853314B5E84462...

Janelle Robertson, UTA Project Manager III

Date: 2/3/2023

Exhibit A

Scope of Work and General Contract Assumptions

Introduction

The Utah Transit Authority (UTA) and Utah Department of Transportation (UDOT) in partnership with Mountainland Association of Governments (MAG) and the Cities of Provo, Springville, Spanish Fork, and Payson seek to complete NEPA environmental review and concept design (30%) for extension of FrontRunner commuter rail to south from Provo, Utah to Payson, Utah.

The South Valley Transit Study, completed in 2021, concluded with a Locally Preferred Alternative (LPA) adopted by resolution by each of the local jurisdictions. The LPA recommends 14-miles of commuter rail from Provo to Payson along the right-of-way owned by UTA. The project includes three stations at Springville, Spanish Fork, and Payson.

UTA (Utah Transit Authority) seeks a consultant to prepare an FTA-compliant NEPA (National Environmental Policy Act) document and associated 30% preliminary engineering to advance the South Valley commuter rail project.

Assumptions

- An Environmental Assessment (EA) document is assumed to be the appropriate of NEPA documentation. NEPA documentation will be coordinated with FTA (Federal Transit Administration) upon project initiation.
- The project extent is 14 miles of commuter rail from Provo to Payson. Rail is assumed to be single track except at proposed Springville flyover (double track). Consultant will consider future double track in the design of single track.
- Express bus from Payson to Santaquin is not a part of this scope of services.
- A concept layout for the 14 miles of commuter rail will be provided to the Consultant, prepared by the UTA Program Management Consultant (PMSC). The concept layout includes a single UTA track, with segments of double track to facilitate meet locations.
- The Consultant will prepare a 10% concept design, largely based on the concept layout provided. Consultant will make design refinements, based on additional coordination and alternatives analysis at the proposed Spanish Fork Station, proposed flyover at Provo/Springville boundary, and potential refinement of track layouts to serve Union Pacific freight customers. It is anticipated that the location of the potential 900 South grade crossing will not change substantially, and/or will not affect Springville Station design. Design refinements may also be required at Payson Station and Springville Station following additional coordination and investigation. Consultant will coordinate with the UTA/Consultant TOD (Transit Oriented Development) Station Area planning team during this phase.
- UTA will lead public engagement services. Consultant will support UTA/PMSC and will prepare exhibits and technical documents required by the NEPA process.
- UTA/PMSC will lead agency and stakeholder coordination. Consultant will support UTA/PMSC with agency and stakeholder coordination, including preparing materials, letters, and exhibits.
- UTA/PMSC will provide Consultant with existing right-of-way mapping identifying property owners
- UTA/PMSC will provide Consultant existing conditions survey.
- An operations and maintenance facility will be needed; a Title VI analysis for this facility is included within the environmental services scope of work.

- UTA/PMSC will lead coordination with Union Pacific regarding future of freight use on both the Sharp and Tintic Industrial Leads. Environmental consultant (Consultant) will prepare exhibits or technical documents to support the coordination.
- Design to be based on UTA Commuter Rail Design Criteria and other applicable local agency/jurisdiction standards and design criteria.
- Consultant to conduct all environmental surveys and assessments.

Project Description

Commuter rail would operate between Provo Station and Springville on new UTA track (single track) constructed adjacent to the existing Sharp Industrial Lead, which currently serves active Union Pacific (UP) operations. The new UTA single track would start on the west side of the UP tracks leaving Provo FrontRunner Station and continue south for approximately 2 ½ miles on a 20’ wide right of way for which UTA previously purchased fee title. The alignment then requires a flyover structure to switch to the east side of the UP tracks.

The flyover is desired to accommodate double track to be compatible with increased frequency in the future. After the flyover, the alignment continues on the east side of the UP tracks on UTA’s 20’ fee title right of way for an additional 2 ½ miles as it crosses into Springville, and to the proposed Springville Station, located south of 400 S (Springville).

Commuter rail from Springville to Spanish Fork would operate along the east side of the Sharp Industrial Lead for approximately one mile, where it then will utilize new UTA track to be built adjacent to the Sharp-Tintic Railroad Connection Project. The new rail then joins the Tintic Industrial Lead and continues for approximately 3 miles to the Spanish Fork Station. UTA owns the property rights of the Tintic corridor, which is roughly 70’ wide.

Commuter rail from the Spanish Fork Station to the Payson Station will operate on new track constructed in the Tintic corridor for approximately four miles.

The total length of the corridor is approximately 14 miles.

Firm roles and responsibilities are summarized below:

Firm	Role
AECOM	Project management; data collection; GIS; Alternatives Analysis report; environmental document; design support for 10 – 30% design; Union Pacific (UPRR) design coordination support; design lead services for structures, station architectural design, geotech, civil design (at-grade crossings, station access, landscape architecture), drainage, cost estimating, and quality assurance and control; public engagement/stakeholder coordination
Parsons	Design lead and design services for 10%, 25% and 30%; UPRR design review packages; utilities; Basis of Design report; data collection and public/Stakeholder coordination support
Parametrix	Conceptual design lead for 10% refinement/alternatives analysis, station area planning and design support, traffic modeling, public/stakeholder coordination support, NEPA review/advisory
Certus	Cultural resources to support NEPA document
Wetland Resources	Waters of the U.S. and threatened and endangered species, including wildlife and state species, to support NEPA document and permit identification
PRE	Train control systems design services
Meridian Engineering, Inc.	Identification of right-of-way and supplemental survey
Cross-Spectrum Acoustics	Noise and vibration analysis to support NEPA document
RSG	Ridership modeling

Project-wide Assumptions

- This project is anticipated to take approximately 24 months to complete.
- The project will be 14 miles of commuter rail from Provo to Payson. Rail is assumed to be single track except at proposed Springville flyover (double track). Express bus from Payson to Santaquin is not a part of the scope of services.
- An Environmental Assessment (EA) document is assumed to be the appropriate NEPA class of action, with the Federal Transit Administration (FTA) as the lead agency.
- A concept layout for the 14 miles of commuter rail will be provided to the AECOM team, prepared by the UTA Program Management Consultant (PMSC). The concept layout includes a single UTA track, with segments of double track to facilitate meet locations.
- The AECOM team will prepare a 10% concept design, largely based on the concept layout provided. The AECOM team will make design refinements, based on additional coordination and alternatives analysis at the proposed Spanish Fork Station, proposed flyover at the Provo/Springville boundary, and potential refinement of track layouts to serve UPRR freight customers. It is anticipated that the location of the potential 900 South grade crossing will not change substantially, and/or will not affect Springville Station design. Design refinements may also be required at Payson Station and Springville Station following additional coordination and investigation. The AECOM team will coordinate with the UTA/Consultant TOD (Transit Oriented Development) Station Area planning team during this phase for input on station location and layout.

- UTA/PMSC will lead coordination with UPRR regarding future freight use on both the Sharp and Tintic Industrial Leads. The AECOM team will prepare exhibits or technical documents to support the coordination.

Task 1. Project Management

AECOM will begin the project by setting up an in-person kick-off meeting with UTA/PMSC and the AECOM team shortly after Notice to Proceed (NTP). This meeting will include:

- Discussion of scope and schedule
- Outline of the Project Management Plan
- Confirmation of expectations on roles and responsibilities
- Confirmation of communication channels between project consultant team and UTA/PMSC

AECOM will prepare for and hold a broader project kick-off meeting to include project partners and will focus on overview of scope, schedule, team structure, and communication. AECOM will schedule project team meetings (consultant and UTA/PMSC) every two weeks for the duration of the two-year project. Additionally, AECOM will schedule weekly internal team meetings with members of the consultant team. AECOM will develop and distribute meeting agendas and minutes. Meetings are assumed to be a hybrid of virtual and in-person.

AECOM will provide overall direction and control for the work tasks as specified within the Scope of Work. AECOM will be responsible for team coordination, including with subconsultants; implementation of quality-control measures; project reporting to UTA; and project documentation. Anticipated tasks include:

- Coordinate activities among task leads and UTA/PMSC.
- Monthly invoicing and status reports, including schedule status, to include hourly rates, hours, and direct costs incurred by the consultant in performance of the contract for the project during the preceding accounting period; a summary of work performed; milestones and deliverables; a record of the total scope of work completed (cost to date) and percentage of scope of work remaining (cost remaining); and supporting documentation. This applies to all subconsultants on the project.
- Conduct bi-weekly meetings and attend other project team meetings as needed; prepare meeting materials, agendas, and minutes.
- Prepare a Project Management Plan to include a work scope, schedule, budget, project controls including quality assurance/quality control, and invoicing and reporting procedures.
- Develop and follow a Quality Management Plan.
- Maintain an ongoing administrative record, consistent with NEPA requirements.

Deliverables

- Monthly progress reports with invoices including review of subconsultant invoices and progress reporting
- Meeting agendas and summaries
- Kick-off meeting materials and minutes
- Project Management Plan
- Quality Management Plan
- Administrative record

Assumptions

- Weekly internal team meetings (consultant team)
- Bi-weekly team meetings (UTA/PMSC/AECOM team leads)
- Monthly management meetings (UTA/PMSC/consultant project manager/leads)
- Preparation for and participation in a project kick-off meeting (consultant team leads, UTA/PMSC, project partners) (2-hour meeting hybrid meeting, including in-person and virtual options)
- UTA/PMSC and consultant team coordination kick-off (2-hour in-person meeting)
- AECOM will submit deliverables such as meeting minutes and Project Management Plan to UTA/PMSC for review and will incorporate comments before finalizing; all draft and final deliverables will be maintained in the project file (administrative record)
- AECOM will maintain a SharePoint site for collaboration and file sharing

Task 2. Data Collection

AECOM will gather data and information necessary to complete the study. Data gathering will include, but not be limited to:

- GIS data from national, state, and local sources
- Regional transportation plans as they pertain to the project area
- Land use assumptions
- Existing transit system (including bus) and ridership
- Road network and traffic volumes
- Previous applicable corridor, interchange, and project studies by cities, counties, UTA, and UDOT
- Current general plans, transportation plans, and zoning for each city in the project area
- Planned and proposed roadway improvements, including data sharing with UDOT Spanish Fork Interchange environmental project team
- Current land use and development plans for each city, with specific focus at each potential station area
- Market studies that may have been completed for the area
- Other relevant data as identified by UTA/PMSC, AECOM, and stakeholders

AECOM will prepare a draft and final Data Collection Technical Memo listing data sources, assumptions, and findings. The memo will include narrative and maps identifying existing resources based on available data gathered as part of this task.

Deliverables

- Draft and Final Data Collection Technical Memorandum
- Project Story Map/GIS interactive map
-

Assumptions

- Two rounds of revisions for the draft technical memorandum
- One round of revisions for the final technical memorandum
- Data Collection Technical Memorandum will correlate with and support resource-specific memos to be completed in
- support of the NEPA document, namely Land Use, Transportation, and Acquisitions and Relocations
- UTA/PMSC will provide AECOM with existing right-of-way mapping identifying property owners

- UTA/PMSC will provide AECOM with existing conditions survey
- See Meridian scope of work for supplemental survey and right-of-way services

Task 3. Community Engagement

UTA/PMSC will lead stakeholder and public outreach, which will be an ongoing process that began during the previous phases and will continue through construction. AECOM will support UTA/PMSC through the preparation of materials and attendance at outreach activities. AECOM will prepare for and present at stakeholder and public outreach coordination meetings. Meetings and materials will focus on informing the public about the project; gathering input on the design (e.g., station design, track location, multimodal connectivity, access to stations); and sharing updates on the schedule, impacts, and other project aspects. Additionally, AECOM will support UTA/PMSC on the NEPA-required public outreach. AECOM will prepare meeting summaries throughout this process for the administrative record. AECOM will review the Public Involvement Plan that will be developed by UTA/PMSC.

Deliverables

- Meeting materials and exhibits
- Input to and comment on Public Involvement Plan
- Meeting minutes for administrative record
-

Assumptions

- UTA will lead public engagement services including logistics for stakeholder and public outreach.
- AECOM will support UTA/PMSC and will prepare exhibits meeting materials and present as needed to support the NEPA process.
- UTA/PMSC will lead agency and stakeholder coordination. The AECOM team will support UTA/PMSC with agency and stakeholder coordination, including preparing materials, letters, and exhibits.
- **Public Meetings:** The AECOM team will support UTA/PMSC with participation and meeting material preparation for three public meetings (pre-scoping, scoping, and public open house corresponding with public release of the NEPA document).
 - Virtual and/or in-person meetings will be held.
 - AECOM team to develop notices and meeting materials, and provide technical staff attendance at the meeting.
- **Small Group Meetings:** The AECOM team will support UTA/PMSC with participation and meeting material preparation for 24 small group meetings. These meetings could include coordination with entities such as UDOT the Sharp Tintic project team, property owners, UTA TOD station area planning team, etc.
- **Stakeholder Coordination Meetings:** The AECOM team will support UTA/PMSC with participation and meeting material preparation for 12 stakeholder coordination meetings with project partners including UTA/PMSC, UDOT, MAG and local jurisdictions.
- The PMSC will host and manage the project website with AECOM support in developing and providing content and materials to be posted to the site

- **UDOT Spanish Fork Interchange/Region 3 project coordination:** It is assumed that AECOM will coordinate with UDOT’s consultant team for data sharing across common study area locations and milestone coordination meetings to include kick-off meeting, need development, alternative development and screening, and impact analysis/NEPA document development. It is assumed that there will be 12 coordination meetings with UDOT and the Spanish Fork Consultant team in addition to the technical data sharing between technical staff.

Task 4. Alternatives Considered

The Locally Preferred Alternative (LPA) for commuter rail was selected as part of the South Valley Transit Study. It is anticipated that general station locations, termini, and alignment will not change from the LPA identified in the previous study. AECOM will support Parametrix in the development and refinement of a single Build Alternative to be analyzed in the environmental document, which is assumed as the refined LPA (see Parametrix scope of work). AECOM will document this refinement, and document the No-Build Alternative to fulfill the requirements of FTA and provide the basis for comparison between alternatives to be included in the NEPA document. AECOM will lead documentation of the alternative refinement. AECOM will support station area planning including providing urban design, landscape architecture, and site layout. Additionally, AECOM will provide the design support for the flyover (see Task 6) below for the 10% concept.

AECOM will prepare the alternatives analysis documentation in matrix, text, and graphic form that will allow for clear cross-comparisons based on impacts and the evaluation criteria developed as part of the purpose and need for the project. The purpose and need will be developed based upon the overarching goals for the FrontRunner Forward program and results from the South Valley Transit Study. The alternatives analysis documentation will be used for the NEPA document.

Deliverables

- Draft and Final Alternatives Analysis Report

Assumptions

- Development of the operations and maintenance costs will be prepared by UTA/PMSC.
- The No-Build Alternative will incorporate transportation improvements recommended by the long-range plan, excluding transit projects within the proposed alternative alignments. Development of the No-Build Alternative will include verification of land use and planned transportation projects within the applicable corridors to calibrate the most recent model.
- UTA will lead coordination with existing freight customers to determine future action or decisions related to those users.
- The LPA identified in the feasibility report will serve as a baseline, with further consideration and refinement focused on the flyover location, Springville, Spanish Fork and Payson Stations.
- AECOM will develop an Alternatives Analysis Report to support the EA.
- Two rounds of UTA review of draft Alternatives Analysis Report.
- Two rounds of UTA review of the final Alternatives Analysis Report.
- Final Alternatives Analysis Report will be the basis of Chapter 2 (Alternatives) of the EA, and included as an appendix to the EA.

- Two alternatives will be carried forward for detailed evaluation in the EA – the No-Build Alternative and a single Build Alternative (LPA).
- Coordination meetings are included in Task 3 Community Outreach.
- Ridership modeling updates will be provided by RSG and based on previous modeling efforts performed under the UTA/PMSC contract during the concept design phase. (See RSG scope of work.)
- Purpose and need will be documented using the results of the South Valley Transit Study and additional inputs from regional and local planning documents, GIS data and readily available demographic, transit and transportation data.

Task 5. Environmental Services and Document Preparation

This project is assumed to be an EA, followed by a Finding of No Significant Impact (FONSI). The class of action determination will be made through coordination with UTA and FTA. If a class of action other than EA is appropriate, or if the EA is followed by something other than a FONSI, an addendum will be issued to address the change in scope.

5.1 Agency Coordination

AECOM will prepare materials to initiate coordination with federal, state, and local agencies regarding potential environmental issues to be addressed in the NEPA document in consultation with FTA and UTA. This may include virtual or in-person agency meetings during project initiation and the EA comment period in addition to written correspondence.

5.2 Technical Analyses/Memos

AECOM will develop technical analyses in support of the environmental document. These may be submitted as standalone deliverables for preliminary review or included in the appendix of the environmental document, depending on the topic. Technical memoranda will follow FTA guidelines and include maps and graphics to document the identification and potential impact to resources. AECOM will prepare documents to assist UTA and FTA with Section 106, Section 4(f) and Section 6(f) agency consultation, as required. Documents will be submitted electronically to UTA/PMSC for initial review prior to submittal to FTA. It is assumed that review documents and comments will be provided electronically. The following technical memos will be developed by AECOM or as noted:

- Air Quality
 - It is assumed that a project-level analysis will be needed to determine air quality impacts sufficient for NEPA approval. A project hot-spot analysis will not be required.
- Land Use
- Farmland.
 - It is assumed that no protected farmland will be impacted requiring mitigation such as replacement land and or documentation for state board.
- Socioeconomics
- Environmental Justice/Title VI
- Section 4(f)
 - It is assumed that an individual Section 4(f) evaluation will not be required. AECOM has assumed four *de minimis* determinations.
- Hazardous Materials

- Acquisitions and Relocations
- Transportation, including traffic impacts
- Visual / Aesthetics
- Construction

It is assumed that no technical memoranda will be necessary for Utilities, Energy, Geology and Soils, Section 6(f), Floodplains, and Safety and Security.

5.3 Produce Environmental Document

AECOM will prepare elements required as part of an EA and FONSI, including technical analyses, graphics, appendices, table of contents, etc. An administrative draft EA will be prepared for UTA and FTA review, and revised as directed prior to publication. A draft FONSI will be developed and will be submitted following the comment period for review, and revised as necessary for FTA approval. AECOM assumes that technical memoranda and EA chapters will be reviewed prior to submittal of the overall EA to expedite schedule and production of the EA.

Class of Action Package: AECOM will prepare project initiation/class of action request package for use in consultation with FTA to determine the appropriate environmental document. This document will include reference to the AA document and potential of impact to resources identified through GIS and/or field verification.

Scoping Document: AECOM will prepare a scoping document that will record the public and stakeholder outreach during scoping (pre-NEPA). The document will include record of public meeting materials and comments received. This will also include a summary of outreach to stakeholders including early agency coordination.

5.4 Public Comment Period

AECOM will assist UTA/PMSC in distributing the EA for public and agency comment, prepare draft notices, and participate in and prepare technical summaries for public/agency meetings as appropriate. Comments received will be summarized and responses prepared if warranted. It is assumed that there will be no comments received that modify the Build Alternative location or subsequent analysis.

5.5 Maintain Administrative Record

AECOM will maintain version-controlled project files throughout the development of the project. The project file (administrative record) will be categorized for ease of use and will include documentation as required under NEPA regulations. The final project files will be delivered in electronic format with table of contents and/or database-type formatting for identifying documents in the file. The electronic database can be searched to find records. Files should include PDF and where possible original file formats for documents, maps, and other graphics.

5.6 Environmental Permitting and Mitigation Measures

AECOM will identify required environmental permits and mitigation requirements as prescribed by State and Federal

Regulations based on data from the environmental analysis and input from the public and agencies. This will be provided in a table summarizing findings as documented in the EA.

Deliverables

- Draft and Final Agency coordination meeting materials and summaries
- Draft and Final Scoping Report
- Draft and final Section 106, Section 4(f) agency consultation documents. It is assumed that there will be no Section 6(f) Land Water Conservation Fund properties impacted.
- Draft and Final Class of Action request package
- Draft and Final Technical Reports
- Environmental Maps
- Draft and Final EA
- Draft and Final FONSI
- Public Comment and Response technical report
- Administrative Record

Assumptions

- Annotated outline development in coordination with FTA.
- Draft Class of Action package will require two rounds of review.
- Final Class of Action package will require one round of review.
- Class of action is an EA; will be completed per FTA guidance and regulations.
- The No Action Alternative and a single Build Alternative will be analyzed in detail in the EA.
- No new alternatives will be developed as part of the EA; only minor spot locational modifications are anticipated.
- Two rounds of review from UTA of the EA prior to FTA review.
- Two rounds of review by FTA prior to publication of the EA.
- Two rounds of review of the draft FONSI by UTA.
- Two rounds of review of the draft FONSI by FTA.
- Documents will be submitted in electronic format.
- Comments provided by UTA/FTA will be provided electronically in a comment matrix.
- AECOM will prepare a Build Alternative map book technical report including detailed maps of the design footprint (approximately 15% design) in support of the EA.
- Draft Scoping Report will require two rounds of review.
- Final Scoping Report will require one round of review.
- AECOM assumes clearance for station area access via new roadways is not part of this analysis, only right-of-way, station platforms, at-grade and grade-separated crossings and maintenance facilities.
- Operations and maintenance costs will be provided by the UTA/PMSC. These items will be ready for inclusion in the appendices.
- Field surveys/review are assumed for wetlands, wildlife/threatened and endangered species, noise, and cultural resources (See Wetland Solutions, Certus and Cross-Spectrum Acoustics scope of work.)

- 508 compliance is not required.
- Section 7 consultation is not required.
- The AECOM team will complete a Title VI analysis for the maintenance facility.

Task 6. Preliminary Engineering (30% Design)

AECOM will advance the LPA (10%) to PE (Preliminary Engineering) design (30%) to consist of UPRR design coordination support to UTA/PMSC, structures, station architectural design, geotech, civil design (at-grade crossings, station access, landscape architecture), drainage, cost estimating and quality assurance and control to support the environmental analysis, prepare project definition, and cost estimates.

6.1 Geotechnical Evaluation

AECOM will perform geotechnical engineering services along the rail alignment in support of the environmental document and PE. The scope of geotechnical work will generally consist of collection of existing information, subsurface borings and excavations, testing and laboratory analyses that will be documented in reports of existing conditions data along with design considerations developed from evaluation of the subsurface conditions. The intent of the scope of work is to collect subsurface data and develop geotechnical findings and recommendations along the preferred alignment sufficient for a PE level of design completion agreed upon with UTA.

The geotechnical team will review existing geotechnical information along the project alignment, provided by UTA, perform additional exploration and analysis along the alignment and in areas of planned stations, bridges, and flyover structures, perform geotechnical analyses to help develop geotechnical recommendations, and prepare a geotechnical report containing our recommendations for design and construction of project improvements.

Deliverables

- Draft Geotechnical Report
- Final Geotechnical Report
-

Assumptions

- Existing geotechnical data is available near the Provo station; no additional explorations are needed at/near the Provo Station.
- Exploration locations will include either a cone penetration test (CPT) sounding, a drilled boring, or both.
- Exploration locations spaced at approximately 1500-foot intervals along the alignment will be sufficient for new track design.
- The flyover approach ramps will implement geofoam construction to help reduce settlement of new and existing infrastructure.
- Retaining walls along the track that are not part of the flyover approach ramps will be less than about 5 feet in height.
- Station locations will not include heavily loaded structures, but will include relatively light, low-rise structures (e.g., shelters, canopies, platforms); only conventional spread foundations will be needed.

- No more than half of the CPT explorations will need a track-mounted rig to access the exploration locations.
- Drilled boring locations can be accessed with a track-mounted drill.
- Up to 49 days of drilled boring fieldwork is planned, if more work shifts are needed for the drilling subcontractor to complete up to 3,270 lineal feet of exploration in up to 70 explorations, additional fees will be needed.
- Up to 15 days of CPT fieldwork is planned, if more work shifts are needed for the drilling subcontractor to complete up to 3,680 lineal feet of exploration in up to 32 explorations, additional fees will be needed.
- Drill spoils will be left onsite.
- If encountered, contaminated materials will require additional fees for handling and disposal.
- Onsite safety/flagging by railway personnel, if needed, will require additional fees.
- Traffic control planning and implementation measures, if needed, will require additional fees.
- Roadway encroachment permit acquisitions, if needed, will require additional fees.

6.2 Preliminary Engineering Design

Structures: AECOM will prepare structural engineering plans and related documents to support a PE design level of completion for new structures and modifications of existing structures. AECOM will perform work required to complete a Type; Size & Location (TS&L) Study for the Elevated Guideway Structures included as part of this project. The study will include structural analyses, identification and evaluation of long-term maintenance requirements, cost estimates and comparison of construction durations for up to two structural alternatives. Comparison of structural alternatives will consider potential for construction contract packaging (different contractor's means and methods), aesthetics, visual continuity, and cost.

Civil: AECOM will prepare civil plan and profile level definition of modifications to existing highways, streets, pedestrian facilities, intersections and at-grade rail crossings. Work will be focused on determining the limits of the project footprint of the civil improvements based on survey information, design criteria, providing vehicular and pedestrian access to station locations and will match existing conditions to the maximum reasonable extent. Non-motorized improvements or tie-ins to existing facilities will be identified and detailed to a PE level of design.

Stormwater: AECOM will prepare drainage engineering plans and related documents to generally support a PE design level of completion for new drainage facilities and modifications of existing facilities proposed along the rail alignment, including relevant site explorations, modeling, and technical analyses. Drainage requirements for the proposed guideway, stations and roadways affected by the project will be determined by the Design Criteria and will consider the design requirements within each of the agencies along the corridor.

Stations: AECOM will prepare a conceptual station design for three stations (Springville, Spanish Fork, Payson). Station programming to define general footprint, including platform locations and heights, bus bays, park and ride, and other defined amenities such as operator facilities. Estimated bus loading and layover zones for

each station will be prepared based on UTA provided information. Bus zone needs will be incorporated into the conceptual and preliminary designs of the stations. Site design will define the location of site program elements, site circulation, and station layout. Station access points will accommodate multi-modal transportation and facilities such as kiss-and-ride, paratransit, bus connections, access to local roadway network (existing and/or planned), and bike and pedestrian access. Site design will address zoning code requirements for property setbacks, required landscaping, building height restrictions, etc., Site design will address transitional conditions with anticipated adjacent work by others.

Traffic: AECOM will prepare traffic design for the at-grade crossings with Parametrix leading traffic modeling. AECOM will coordinate with Parametrix on design/CAD set up/QA-QC. AECOM will prepare traffic design for traffic maintenance to a PE level of design completion.

Signals/Communication: PRE is leading signal design. AECOM will support and provide QAQC of the signal and communication design efforts.

Streetscape and Landscaping: AECOM will consider streetscape, urban design, and landscaping areas where existing roadways are impacted, or new facilities are included. Consultant will define the recommended extent and type of landscaping in coordination with UTA and the authorities having jurisdiction. Consultant will develop a method of identifying and describing types of landscaping and illustrating their locations for the purposes of quantifying and cost estimating the extent of landscape areas. Additional elements of streetscape and urban design will be identified and captured for inclusion in the cost estimate. Consultant will evaluate and coordinate urban design integration of systems elements including but not limited to walls, retained cut and fill, stormwater strategies, and existing tree and vegetation conditions.

UPRR Coordination: AECOM will support the UTA/PMSC in UPRR coordination and with review of UPRR design packages for consistency with UP requirements

Deliverables

AECOM will prepare design files to be included in the overall design packages, as well as quality assurance for all design packages:

- 10% Preliminary Engineering Submittal (Initial, Final)
- 25% UTA Plans
- 25% UPRR Plans
- 30% UTA Plans
- 30% UPRR Plans

Assumptions

Structures

- Assume development of three concepts for proposed flyover structure.
- Develop 25% and 30% design of one preferred flyover concept.
- 30% deliverable to include plan, elevation, and typical section.
- Assumes 2 rounds of comments with UPRR on submittals.

- Assume 30% design of structures for proposed alignment over Beer Creek, Lelano Mill Race Creek, Spanish Fork River, Canal at approx. STA 9785++, Canal at approx. STA 9837++, and Hobble Creek and for pipe culverts larger than 48" at approx. STA 9804++, STA 10128++, STA 10143++, STA 10160++, and STA 10171++.
- Existing structure at Beer Creek is 3 pipes. Assume steel beam span bridge due to clearance to water. Assumption could change if track can be raised higher than existing track.
- Assume short precast concrete double box or slab span on pile bents for bridge over Lelano Mill Race Creek.
- Assume steel through plate girder span for Spanish Fork River, same as existing bridge at this location due to clearance over water. Assumption could change if track can be raised higher than existing track.
- Assume short precast concrete double box or slab span on pile bents for bridge over canal at approx. STA 9785++
- Assume short precast concrete double box or slab span on pile bents for bridge over canal at approx. STA 9837++
- Assume steel beam span bridge for Hobble Creek due to clearance to water. Assumption could change if track can be raised higher than existing track.
- Assume two rounds of comments with UPRR on submittals.
- Assume evaluation of vertical and horizontal clearances of new track under 7 existing structures. Design of pier protection is not included in scope.
 - 1860 South (Provo)
 - 1400 North (Springville)
 - 400 South/SR-77 (Springville)
 - I-15 (Springville)
 - I-15 off ramp to US-6 (Spanish Fork)
 - 6400 South/400 North/SR-147 (Spanish Fork)
 - 7300 South/SR-115 (Spanish Fork)
 -

Civil

- Assume modifications to existing facilities and design work at 10 at-grade crossings:
 - 900 South (Provo)
 - 1000 North (Springville).
 - 4800 South (Springville)
 - Williams Ln (Springville)
 - 200 East (Spanish Fork)
 - Main Street (Spanish Fork)
 - 300 West (Spanish Fork)
 - 6800 South/100 South (Spanish Fork)
 - 8000 South/SR-164 (Spanish Fork)
 - 2200 West (Spanish Fork)

Stormwater/Irrigation

- Assume hours for design including hydrologic analysis and some hydraulics to help determine freeboard needs for structures

- Assume existing culverts are sized appropriately and no H&H will be performed at this time
- Assume no FEMA coordination at this time, but will identify FEMA flood zones and locations that may require coordination during final design. 4 of the 7 creek crossings have FEMA designated SFHA's.
- Assume approximately 6 irrigation crossings and two parallel systems (one is open channel, the other is in a pipe. Assume pipe is gravity and not pressure)
- Assume UTA will provide ditch/canal owner contact information
- Assume that ditch/canal owners will provide hydrology (flows) to use for design of ditches/canals and any culvert/openings needed and size of pipes as necessary.
- Assume approx. 60 plan sheets (1:100 scale)

6.3 Estimate of Probable Construction Cost

AECOM will lead the estimate of probable construction cost for each submittal (10%, 30%). The Cost Estimate Reports will be prepared to a level of detail commensurate with the level of design definition.

Deliverables

- Draft and Final Estimate of Probable Cost

Assumptions

- Two rounds of review by UTA prior to final cost report

6.4 Basis of Design Report

AECOM will review and collaborate as necessary with Parsons on the draft and final Basis of Design Report.

6.5 Right-of-Way Plans

AECOM will provide review oversight to deliverables from Meridian on the right-of-way plans.

6.6 Permitting

AECOM design team will contribute to the permitting identified during the EA and identify additional permitting that may be required by local jurisdictions.

6.7 Constructability Review

AECOM will lead the constructability review of the engineering plans, costs, and construction schedule immediately following the Draft PE design submittal. The Constructability Review will identify and review construction issues and their impacts on specific elements of the design. One review session will be conducted for the alignment.

Deliverables

- Constructability Review Notes

6.8 Safety and Security Analysis

AECOM will review the existing UTA safety program and will develop a list of security requirements to be addressed during the design process. The security requirements will be corridor and station specific.

Deliverables

- Safety and Security Analysis Memorandum



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Brief Description:

The AECOM team was selected by the Utah Transit Authority (UTA) to provide complete NEPA environmental review and concept design (30%) for extension of FrontRunner commuter rail to south from Provo, Utah to Payson, Utah.

Project Team:

Parsons Transportation Group, Inc. is a subconsultant to AECOM on this project, and will support Design Tasks as outlined below.

Assumptions:

- This project is anticipated to take approximately 24 months to complete.
- The project will be 14 miles of commuter rail from Provo to Payson.
- Rail is assumed to be single track, double track at Stations/meets locations and for the flyover.
 - Concept Layout will be provided by UTA/PMSC
 - Note Updated Concept Layout "2022-11-18_South Valley Conceptual Design.pdf" was provided to the AECOM team 12/20/22 along with various existing/proposed CAD and aerial imagery files that are the basis for it.
 - Considerations will be made for future double track in design of single track.
 - Considerations will be made for an access road where ROW permits.
- The UDOT Sharp-Tintic Project will define the freight connection between the Sharp/Tintic. It is understood that the future UTA alignment is being considered/shown in that design.
 - Do not anticipate design effort for the UPRR interface in this segment.
 - Anticipate incorporating concept for future UTA in that segment developed by the Sharp/Tintic team.
- UTA will provide existing conditions survey (in CADD)
- UTA will provide existing ROW mapping identifying property owners (in CADD)
- UTA will provide existing permit information for known utilities crossing the corridor
 - It is understood these were typically provided to UTA by UPRR when the ROW was purchased.
- UTA Commuter Rail Design Criteria, Rev 3, Dated March 2015 will be used.
 - If updates to the design criteria are issued within the life of the project, additional effort may be necessary to incorporate into the design, that effort is not captured in this estimate.

Fee Type:

Cost plus fixed fee will be used for this project.

Work Plan:

Task 1 – Project Management

Activities:

- Invoicing, project setup, administration, internal management, and project closeout.
 - Develop Monthly Progress Report for Parsons Tasks.
- Attend Consultant Team Meetings, UTA/PMSC/Consultant Team Meetings, Attend Management meetings
- Attend Kickoff Meetings
- Prepare Track Alignment related materials/exhibits for Kickoff Meetings
- Review AECOM produced documents: PMP, QMP.

Assumptions:

- Anticipate 26 invoices for the life of the project (typical 1/month + final/misc)

- Anticipate Attending Weekly Consultant Team Meetings (assume 104, 1-hr meetings, remote)
 - Anticipate Design & Track Lead Attending All Meetings
 - Anticipate other main design team members will start attending the last ~third of meetings once 10% Concept design is finalized and 30% (more detailed design begins)
 - Anticipate Parsons PM attending ~third of meetings over life of the project.
 - Assume Agenda and Meeting Minutes developed by AECOM
- Anticipate Project Management Team Bi-Monthly Meetings (assume 48, 1.5-hr meetings, remote)
 - Anticipate Design Lead, Track Lead and Parsons PM Attending All Meetings
 - Assume Agenda and Meeting Minutes developed by AECOM
- Anticipate Monthly Management Meetings (assume 24, 1-hr meetings, remote)
 - Anticipate Design & Track Leads attending, along with the Parsons PM.
 - Assume Agenda and Meeting Minutes developed by AECOM
- Anticipate UTA Project Kick-Off Meeting (assume 2 hrs, in person meeting, in SLC)
 - Anticipate All Design, Track, Wall Design, Utility Leads attending, and associated travel.
 - Anticipate 2 hrs/100 miles of travel for Design Lead
 - Anticipate 2 hrs/80 miles for Track, Wall design, and Utility Lead
 - Anticipate Comms Lead will attend remotely
 - Anticipate Parsons PM will attend, with no associated travel expense.
 - Assume Agenda and Meeting Minutes developed by AECOM
- Anticipate Partners Project Kick-Off Meeting (assume 2 hrs, in person meeting, in UT County)
 - Anticipate All Design, Track & Utility Leads attending, and associated travel.
 - Anticipate 2 hrs/100 miles of travel for Design Lead and wall design.
 - Anticipate 3 hrs/200 miles of travel for Track & Utility Leads
 - Anticipate Parsons PM will attend, with no associated travel expense.
- Assume exhibits for kick-off meetings of station areas (if needed) will be prepared by AECOM or Parametrix design staff.
- Assume AECOM will prepare PMP & QMP, and only need review of documents by the Design Lead and Parsons PM.
- Assume Parsons PM (CO based) travel/direct expenses are part of overhead for general role and not expensed to this project.
- Assume NEPA Administrative Report task, and generally meeting minutes are an AECOM task.

Task 2 – Data Collection

Activities:

- Provide review of list of proposed Data to collect developed by AECOM to ensure data needs for Parsons scope of work are covered.
- Utility Design Lead to collect utility GIS data
- Utility Design Lead to coordinate w/UTA to get existing Permits for utilities in the existing UTA owned ROW.
- Utility Design Lead to engage with Utility Owners within the corridor to acquire additional information on existing lines as needed.
- Design Lead will coordinate w/ the Concept Design Lead to develop relationships with Cities etc to facilitate continuation of adjacent project coordination into the 30% design.
- Communications Design Lead to coordinate w/UTA to get latest as-built information of systems needed to tie to/extend.

Assumptions:

- Majority of data collected will be for Environmental teams efforts and done by AECOM/Parametrix.
- ‘Ownership’ of the Technical Memo will be AECOM, with input from Parsons on Utilities, Communications, and adjacent design project information as needed.
- Parametrix (Concept Design Lead) will pursue acquiring, or already has, the previously applicable studies and planned roadway improvements.

Task 3 – Community Engagement

Activities:

- Support UTA/PCM through preparation of materials and exhibits.
- Attendance at Outreach activities
- Be prepared to present information.

Assumptions:

- Assume only exhibits/materials for alignment options will be done by Parsons
- Assume exhibits/materials for station options will be done by Parametrix/AECOM
- Locally Preferred Alternative (LPA) Refinement Coordination Meetings
 - Assume 12, 1-hr, in person meetings, in UT County attended by Design Lead
 - Anticipate 2 hrs/100 miles of travel for Design Lead for each mtg.
- Public Meetings
 - Assume 3, 2-hr, in person meetings, in UT County attended by Design Lead
 - Anticipate 2 hrs/100 miles of travel for Design Lead for each mtg.
- Small Group Meetings
 - Assume 24, 1-hr, in person meetings, in UT County attended by Design Lead
 - Anticipate 2 hrs/100 miles of travel for Design Lead for each mtg.
- Stakeholder Coordination Meetings
 - Assume 12, 1-hr, in person meetings, in UT County attended by Design Lead
 - Anticipate 2 hrs/100 miles of travel for Design Lead for each mtg.
- Assume AECOM will prepare meeting Summaries for all noted meetings.
- Review of Public Involvement Plan (prepared by UTA/PMSC) is not a Parsons/Design task.

Task 4 – Alternatives Considered

Activities:

- No anticipated Parsons activities for preparation of the documents.
- Tasks for refinement of concept design for build Alternative analysis housed in Task 6.
- Design Lead will review the Draft and Final Analysis prepared by AECOM.

Assumptions:

- Assume there will two formal phases for review (Draft & Final)
- Assume each phase will require one day of review by the Design Lead

Task 5 – Environmental Services and Document Preparation

Activities:

- No anticipated Parsons activities for preparation of the documents.
- Design Lead will review each phase submittal of the EA documents.

Assumptions:

- Assume there will two formal phases for review (Draft & Final)
- Assume each phase will require two days of review by the Design Lead

Task 6 –Preliminary Engineering (30% Design)

Task 6.1 Geotechnical Evaluation

Activities:

- No anticipated Parsons activities for preparation of the Geotechnical Report.
- Design Lead (30%) will review the proposed data collection information, along with perform review of the draft and final report.

Assumptions:

- Assume there will two formal phases for review (Draft & Final)
 - Assume each phase will require 4 hours for review by the Design Lead (30%)
-

Task 6.2 Preliminary Engineering Design

Activities:

- 10% Level
 - Refine Concept Layout provided by UTA/PMSC, and make design refinements based on additional coordination and alternatives analysis.
 - Coordinate with Station Area Planning Team
 - Provide 10% UTA Preliminary Engineering Submittal (Initial/Final)
 - Provide 10% UPRR Format drawings/submittal for Freight Sidings & industrial track connections on the UTA owned Tintic Subdivision.
 - Provide 10% UPRR Format drawings/submittal for UPRR Mainline track connections/reconfigurations along the Sharp Subdivision.
- 30% Level
 - UTA Detailed Rail Alignment Definition (25% & 30%)
 - Provide 25% & 30% UPRR Format drawings/submittal for Freight Sidings & industrial track connections on the UTA owned Tintic Subdivision.
 - Provide 25% & 30% UPRR Format drawings/submittal for UPRR Mainline track connections/reconfigurations along the Sharp Subdivision.
 - Design Lead & Track Lead will attend the UPRR site visit once 25% UPRR plans are finalized/acceptable.
 - Utility Plans and Matrix
 - Civil Wall layout Plans (geometry)
 - Communications Plans
 - Communications Basis of Design Report

Assumptions:

- Anticipated additional analysis needed to refine the Concept Layout provided will consist of the following:
 - Evaluation of concepts for future UTA double track & develop white paper to explain analysis, options and recommendations.
 - Include evaluation of concepts for future separate freight track for the approximate limit of the Tintic Subdivision & it's connection to the Sharp (~8.3 miles)
 - Options/location analysis at proposed Flyover at Provo/Springville Boundary
 - Flyover Location refinement analysis will consider potential purchase of the Intermountain Power Project Facility at STA 10071+00 as a UTA maintenance facility, however if it is determined that this project will add scope of the maintenance facility per potential task 6.9, further scope will be added to cover concepts for rail connection to it and any impacts to UPRR.
 - Reconfiguration/reconnection of track layouts to serve UPRR freight customers along the Tintic Subdivision.
 - Assumed UPRR Freight customers/facilities are defined as follows:
 - South of ~STA 9785+00 existing Tintic Line does not appear to be in active use (for any freight services to need to continue south of the project limits for anticipated phasing plans).
 - Though it is understood that UPRR wants to maintain the ability to serve current and potential future freight customers for the entirety of the Tintic.
 - Siding area will be reconnected and extended at STA 9796+36 (existing) & 9828+27RT (proposed)
 - Freight connection from existing siding at STA 9802+00 RT goes under I-15.
 - It is understood that the freight track east of the freeway has been vacated and the future UDOT project at this

location does not intend to rebuild the I-15 structure for the connection.

- Siding/Loading dock area will be reconnected at STA 9853+65 & 9867+75 RT
 - Freight Service Connection at STA 9883+87 LT will be maintained.
 - Freight Service Connection at STA 9907+00 LT has been abandoned/disconnected and will remain as such.
 - Freight Service Connection at STA 9927+99 RT will be maintained.
 - Freight Service Connection at STA 9932+81 RT will be maintained.
 - Reconfiguration/reconnection of Freight track layouts along the Sharp Sub are anticipated as follows:
 - Crossover connection from Sharp Sub Mainline to UTA near STA 10010+00 LT
 - Potential conflict with flyover supports with leads into the Intermountain Power Project Facility in the vicinity of STA 10161+00.
 - Removal of the original Sharp Sub main from STA 10233+50 to 10259+00 RT. (~2600')
 - Proposed Springville/Spanish Fork/Payson Station design refinements– station layout is an AECOM task, Parsons effort is to analyze platform location shifts and center vs. side platforms.
- Assume 10% Concept Alignment Design Draft & Final for UTA submittals are scroll map exhibits, like the Updated Concept exhibit provided.
 - It will show connections to existing freight customers outlined above
 - It will show the Sharp/Tintic connection concept developed by that project
 - It will show the selected flyover location based on options analysis noted above.
- Assume the industry/freight sidings and connections along the UTA owned Tintic Subdivision will require UPRR format drawing/designs/submittals.
- Assume the Sharp Subdivision mainline reconfiguration and connections will require UPRR format drawing/designs/submittals.
- Assume UPRR Public Projects – Plan Submittal Guidelines will need to be followed for UPRR format submittals.
 - Except for providing a draft of the UTA project specs for work off of UPRR ROW at 25%
 - As it is not in the scope of this project to develop specifications for the UTA work and UTA does not have standard specifications.
 - Assume there will be one resubmittal for each of the UPRR 10%, 25% & 30% submittals.
- Assume for UPRR 10% submittal only strip map format is acceptable (as noted in the public project checklist)
 - Noting it will need to be formatted per UPRR requirements.
- Assume UPRR format plans for 25% & 30% will be 1:100 scale (1400 ft/sheet)
 - Assume for the track alignment/profile & sections these will be produced by Parsons
 - Will need design/input/review from AECOM for drainage design.
 - If a drainage memo is needed for the UPRR submittals, it will be produced by AECOM.
 - Assume if any grade crossing plan and profiles in UPRR format are needed those will be produced by AECOMs designers for the grade crossings.
 - Assume all signal design for UPRR will be done by UPRR.
 - Assume all UPRR format submittals for structures will be done/coordinated by AECOM.
 - Assume any needed input for project datum information needed for UPRR submittals will be provided by Meridian.
 - Assume Tintic Sub will require the following P&Ps:
 - From 6800 S (~STA 9794+00) to Main Street (~STA 9890+00) for 9600'. 7 Plan Sheets.
 - Anticipate 4 Typical Sections (2 sheets).
 - Assume Sharp Sub will require the following:

- Crossover connection STA 10005+00 to 10019+00 (1 sheet)
- North end of Intermountain Power Facility Yard reconfiguration for flyover accommodation ~STA 10161+00 (2 sheets)
- Removal of the original Sharp Sub main from STA 10233+50 to 10259+00 RT. (~2600') (2 sheets)
- Assume Parsons will perform needed rail alignment modeling effort for 10% conceptual design evaluation (site specific and as needed).
- Assume at 25/30% design phase, AECOM modeler will progress model for entire alignment at the Track Design Lead's direction.
 - Assume AECOM modeler will produce cross sections and cross-sections for UPRR format submittals at 25%/30%.
- Assume UTA Track P&P Drawings at 1:200 Scale on 11x17 (2800 ft/sheet)
 - $(14\text{mi} \times 5280\text{ft}/\text{mi})/2800 = 26.4 \text{ sheets} = \text{est } 30 \text{ sheets}$.
- Assume Utility Plans at 1:100 Scale on 11x17 (1400 ft/sheet), estimate 60 sheets.
- Assume minor connections to freight tracks will require vertical profiles developed to meet requirements of the UPRR format plans/submittals at 25%/30%.
- Assume 2nd UTA track locations will not need separate profiles developed and can follow UTA mainline.
- Assume any structural analysis for walls that need to inform geometry design/type is done by AECOM structural designer.
- Assume irrigation design and coordination will be an AECOM Storm Drainage Designer effort. However, they will coordinate with the Parsons Utility designers and Irrigation connections/design will be shown on utility plans.

Task 6.3 – Estimate of Probable Construction Cost

Activities:

- Provide Designs Concept & quantities at 10% design for Parsons Tasks
- Provide Designs & quantities at 30% design for Parsons Tasks
- Review Estimates produced by AECOM Estimators.

Assumptions:

- Anticipate only rail quantities provided at 10%.
 - Existing utility information gathered at that time can be provided.
- Assume all construction estimating done by AECOM estimators.

Task 6.4 – Basis of Design Report

Activities:

- Develop write-up for Guideway Alignment design progression
 - Will include white papers developed in Task 6.2
- Develop write-up for Utility Design
- Submit Draft and Final version of the Preliminary Engineering Basis of Design Report.

Assumptions:

- Communications Basis of Design Report is a separate task and not included in this report (see task 6.2)
- Oversight of Basis of Design Report will be an AECOM Lead effort.

Task 6.5 – Right of Way Plans

Activities:

- ROW Coordinator will assist in coordination between design and ROW, and will provide insight/approach tactics to Meridian based on previous UTA ROW experience.

Assumptions:

- Meridian Engineering will be responsible to produce the ROW plans.

Task 6.6 – Permitting

Activities:

- Design Lead Review of Permits List produced by other (non-Parsons) team members.

Assumptions:

- No anticipated permitting needed for Parsons task items (Track, Utilities, Comms).

Task 6.7 – Constructability Review

Activities:

- Prepare for and Attend the Constructability Review session

Assumptions:

- AECOM led task

Task 6.8 – Safety and Security Analysis

Activities:

- Design Lead and Comms Lead will review Safety and Security Analysis Memorandum prepared by AECOM.

Assumptions:

- AECOM led task
- Comms Lead will provide insight into security provided from CCTV and other such items within their scope.

Parametrix

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INTRODUCTION

The AECOM team was selected by the Utah Transit Authority (UTA) to provide complete NEPA environmental review and concept design (30%) for extension of FrontRunner commuter rail to south from Provo, Utah to Payson, Utah. Parametrix, Inc. is a subconsultant to AECOM on this project and will support AECOM on the following tasks outlined below.

Assumptions

- This project is anticipated to take approximately 24 months to complete.
- The project will be 14 miles of commuter rail from Provo to Payson.
- Rail is assumed to be single track except at proposed Springville flyover (double track). Express bus from Payson to Santaquin is not a part of the scope of services.
- An Environmental Assessment (EA) document is assumed to be the appropriate NEPA class of action, with the Federal Transit Administration (FTA) as the lead agency.
- A concept layout for the 14 miles of commuter rail will be provided to the AECOM team, prepared by the UTA Program Management Consultant (PMSC). The concept layout includes a single UTA track, with segments of double track to facilitate meet locations.
- The Parametrix team will support the preparation 10% concept design, largely based on the concept layout provided. The Consultant team will make design refinements, based on additional coordination and alternatives analysis at the proposed Spanish Fork Station, proposed flyover at Provo/Springville boundary, and potential refinement of track layouts to serve Union Pacific freight customers. It is anticipated that the location of the potential 900 South grade crossing will not change substantially, and/or will not affect Springville Station design. Design refinements may also be required at Payson Station and Springville Station following additional coordination and investigation. The Consultant team will coordinate with the UTA/Consultant TOD (Transit Oriented Development) Station Area planning team during this phase.
- UTA/PMSC will lead coordination with Union Pacific regarding future of freight use on both the Sharp and Tintic Industrial Leads. The AECOM team will prepare exhibits or technical documents to support the coordination.

TASK 01 – PROJECT MANAGEMENT

Objectives

The objective of this task is to provide overall project management of the consultant contract with AECOM

This task includes general management functions that include the following:

- Project Planning – Document and communicate the scope of work, budget, and schedule as a road map for the project team. Coordinate project team and issues throughout the project.
- Budget and Schedule Tracking – Track the project budget using Parametrix in-house tools to verify that progress is keeping pace with spending.
- Bi-weekly design team meetings with an issues list to document project design decisions.
- Attend Consultant Team meetings, UTA/PMSC/Consultant Team Meetings, Management Meetings
- Attend Kickoff Meetings
- Monthly Progress Reports – Prepare a monthly invoice for services performed by Parametrix.
- Correspondence – Prepare written correspondence as needed to document project management issues and/or concerns.

Deliverables

Deliverables for this task include:

- Miscellaneous correspondence to document project management issues.
- Monthly progress reports enclosed with invoices.

Assumptions

Assumptions for this task include:

- Project duration is 24 months.
- Budget assumes attendance of Weekly Consultant Team meetings (assume 104, 1-hr meetings, remote)
- Budget assumes attendance of Bi-Monthly Consultant Team meetings (assume 48, 1-hr meetings, remote)
- Budget assumes attendance of Monthly Consultant Team meetings (assume 24, 1-hr meetings, remote)
- Budget assumes attendance of UTA Kick-off Meeting (assume 2-hr meetings, in-person)
- Budget assumes attendance of Partner Kick-off Meeting (assume 2-hr meetings, remote)
- Assume AECOM will prepare PMP & QMP, and only need review of documents by the Parametrix PM.
- Assume Parametrix PM (AZ based) travel/direct expenses are part of overhead for general role and not expensed to this project.
- Assume AECOM to produce meeting agendas and meeting minutes.
- Assume NEPA Administrative Report task, and generally meeting minutes are an AECOM task.

TASK 02 – DATA COLLECTION

Objective/Goal

To collect data necessary to supplement the design and environmental review efforts.

Activities

- Acquire past plans/studies for “project adjacent” improvements/area plans that may influence the track alignment and/or station locations.
- Identify road network and traffic volumes to support Traffic Analysis.

Deliverables

- Support AECOM in the development of Draft/Final Data Collection Technical Memorandum

Assumptions

- Majority of data collected will be for Environmental teams efforts and done by AECOM
- UTA/PMSC will provide Consultant with existing right-of-way mapping identifying property owners
- AECOM will develop Technical Memo and Parametrix will supplement
- UTA will provide access to existing transit system ridership data
- Peak period intersection counts will be performed at up to 20 locations

TASK 03 – COMMUNITY ENGAGEMENT

Objective/Goal

To support UTA/PCM through preparation of materials and exhibits for community engagement.

Activities

- Lead and attend Locally Preferred Alternative Refinement Coordination Meetings (assume 12, 1-hr meetings). Scope/fee to develop content for these meetings is included Task 6.2 (Preliminary Engineering Design).
- Attend Public Meetings (assume 3, 2-hr meetings, in-person)
- Attend Small Group Meetings (assume 24, 1-hr meetings, remote)
- Attend Stakeholder Coordination Meetings (assume 12, 1-hr meetings, remote)

Deliverables

- Meeting materials to support LPA Refinement Coordination Meetings, including agenda and meeting notes.

Assumptions

- Assume AECOM will prepare meeting agenda/minutes for all meetings, except LPA refinement meetings.
- Review of Public Involvement Plan is not required of Parametrix.

TASK 04 – ALTERNATIVES CONSIDERED

Objective/Goal

To support AECOM by developing a Build Alternative and a No-Build Alternative to fulfill the requirements of FTA for transportation and traffic analysis in the NEPA document, and covering the planning considerations behind station and alignment alternatives to be advanced for preliminary engineering.

Activities

This task will provide for the preparation of a Transportation Technical Memorandum characterizing existing conditions from the Task 2 Data Collection and analyzing the effects of the project Build and No Build conditions for the following transportation elements:

- Highway, arterials, and local street operations
- Transit operations
- General access and circulation near stations
- Nonmotorized facilities
- Parking
- Safety (all modes)
- Transportation impacts due to construction

Deliverables

- Draft and Final Transportation Technical Memorandum methodology for UTA and agency review.
- Draft and Final annotated outline of Technical Memorandum for UTA review.
- First round Draft Transportation Technical Memorandum for UTA review.
- Second round Draft Transportation Technical Memorandum for agency review.
- Final Transportation Technical Memorandum

TASK 05 – ENVIRONMENTAL SERVICES AND DOCUMENTATION PREPARATION

Objective/Goal

To support AECOM by providing senior review of environmental documents.

Activities

- Provide senior review of environmental document (up to 60 hours) and support for coordination with FTA

Deliverables

- Provide comments on AECOM developed documents.

Assumptions

- Assume AECOM will prepare EA documents.
- Assume two formal phases for review (Draft and Final)

TASK 06 – PRELIMINARY ENGINEERING

Parametrix to provide support focusing on station area infrastructure on Subtasks 6.2 (Preliminary Engineering), 6.3 (Estimate of Probable Construction Cost) and 6.4 (Basis of Design Report). No other anticipated work to be completed by Parametrix in other subtasks under Preliminary Engineering.

Subtask 6.2 Preliminary Engineering Design

Objective/Goal

To support AECOM in development of 30% PE design by completing project refinements specific to station areas at Springville, Spanish Forks and Payson. This work includes coordination with UTA TOD station area planning efforts.

Activities

- LPA Design Refinements
 - Several areas will be evaluated for refinement from the UTA/PMSC provided design: the station location at Spanish Fork, the flyover structure at Provo/Springville, the track layouts for UPRR Freight Customers, and the station location at Springville Station and Payson Station. Parametrix's scope covers the three station refinements. Parametrix will develop three different station configurations at each location, and will perform up to two iterations of each design. Parsons/AECOM's scope includes the refinement of the flyover and track layout refinement. Station area design refinements will include station access, future compatibility with adjacent roadway projects, property acquisition and planned station programming, such as park and ride lots, local bus connection active/layover bays, and other station amenities (to be defined by UTA).
- 10% Detailed Rail Alignment Definition – expand and incorporate refinements into 10% concept plans for civil and station areas. Parsons and/or AECOM to complete track, ROW, structural work, including initial modeling.
- Design Plans – development of plans at station areas and follow up design input from any traffic mitigation as an outcome of the environmental traffic analysis review.

Deliverables

- LPA Station area refinement exhibits for Springville, Spanish Fork and Payson.
- Civil/station area design support for 10% Preliminary Design submittal (initial and final)

Assumptions

- Parsons to provide track designer support during refinements for continuity of design from refinement level, through 10% to 30%. Their support will include analyze of station platform location and associated track layout for side/center configurations.
- Parsons to lead development of 10% Preliminary Design submittal (initial and final).

- UTA will provide station programming elements at each station, including number of active/layover bus bays, size of park and ride facilities and any other planned station amenities.
- Assumes use of UTA Commuter Rail Design Criteria, Rev 3, Dated March 2015.

Subtask 6.3 Estimate of Probable Construction Cost

Objective/Goal

To support AECOM by providing quantities for 10% design of civil/station areas.

Activities

- Develop quantities for 10% design of civil/station areas.

Deliverables

- Provide input of quantities for AECOM cost estimators.

Assumptions

- Assume AECOM will prepare initial/draft cost estimate for 10% design.

Subtask 6.4 Basis of Estimate Report

Objective/Goal

To support AECOM in the development of Basis of Design Report for 10% design.

Activities

- Work on chapters for civil/station areas to be included in Basis of Design

Deliverables

- Provide civil/station chapters for Basis of Design for 10% design.

Assumptions

- Assume AECOM will prepare draft/final version of the Basis of Design Report



Surveying, and Right of Way

EXECUTIVE SUMMARY

BRIEF DESCRIPTION:

To provide professional surveying, mapping, and right of way services supporting the improvements of UTA South Valley Frontrunner, and Train Stations in Springville, Spanish Fork, and Payson in accordance with UTA's Standard Drawings, Standard Specifications, Special Provisions and Guidelines.

PRIME AND SUBS:

Meridian Engineering, Inc. is a sub-consultant to AECOM. Darryl Fenn will be Meridian's principle-in-charge. Travis Jensen will be Meridian's project manager. The Meridian team can provide all the necessary resources to complete the work plan described herein.

ASSUMPTIONS:

Survey:

A Geodetic Control Survey will be provided by UTA and completed by others. Meridian will provide ALTA surveys for the designated train stations located in Springville, Spanish Fork, and Payson.

The existing topography for the railroad right of way will be provided by UTA in cadd format.

Supplemental LiDAR surveys will be performed under each of the 7 bridges that the proposed UTA tracks will go under.

ROW:

The existing Right of Way for the railroad corridor will be provided by UTA in cadd format.

Meridian will verify the accuracy of the provided existing right of way by research and plotting of deeds, maps and plans.

Meridian will identify the Union Pacific Railroad Right of Way from the Provo Station going south to the point that the Frontrunner Track leaves the UPRR right of way, which point is between the Springville Station and the Spanish Fork Station.

Meridian presumes there are 27 parcels within the project limits, that adjoins the existing right of way that will need to be identified, these parcels are located near each train station, the crossover, and the greenfield location south of the Springville Station. Parcels outside of these areas will be based on county GIS data.

Meridian will prepare Preliminary Right-of-Way Plans from the Payson Station to the Provo Station, which will show right-of-way impacts, easement requirements and construction staging areas relative to right-of-way and parcel boundaries.

Deed and Easement document preparation are not part of this work plan.

SUE:

Sub surface utility research, location and mapping is not part of this work plan. Any utility research needed other than that needed for the ALTA surveys will require a contract modification.

PHASING:

The included scope is not conducive to phasing.

FEE TYPE:

This fee and the scope of work on which it is based is best suited for a Cost-Plus Fixed Fee of 12% format.

ALTA Surveys:

PROJECT LIMITS:

Springville Station, Utah County Parcel No. 26:041:0065 located in Springville, Utah.

Spanish Fork Station, Utah County Parcel No. 25:018:0101, 25:018:0012, 25:018:0046 & 25:015:0029 located in Spanish Fork, Utah.

Payson Station, Utah County Parcel No. 30:010:0057 located in Payson, Utah.

TASK 1: ALTA/NSPS Land Title Survey - Task items include:

Prepare an ALTA/NSPS Land Title Survey according to the current 2021 ALTA/NSPS standards and the checked items as included and the unchecked as optional with a contract mod.

This survey will be prepared according to the Minimum Standards set forth by the Utah Council of Land Surveyors and accepted in Utah as the standard of care in conducting surveys. These standards can be found at www.ucls.org.

The recorded easements and restrictions pertaining to the site and possible encroachments, gaps or overlaps with adjacent properties will be shown on the map.

All Topographic features listed below:

As shown below: Meridian will survey "Vertical relief with the source of information, contour interval, datum, and originating benchmark identified."

As shown below: Meridian will survey all "Substantial features observed in the process of conducting the fieldwork (e.g., parking lots, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse)."

As shown below: Meridian will survey observed evidence of existing utilities along with plans obtained from utility companies or provided by the client. Because of the nature of utilities, future construction should still have Bluestakes of Utah mark all existing utilities.

Per Utah State Code 17-23-17, Meridian will file a signed/stamped copy of this boundary survey in the office of the County Surveyor in Utah County, Utah.

As shown below, all property corners will be marked using a 5/8" x 24" rebar with an orange plastic cap stamped "Meridian 801-569-1315".

Meridian Engineering will provide signed and stamped copies of the above referenced in hard copy format plus a signed and stamped pdf.

See below for the Table "A" items to be included on this ALTA/NSPS Land Title Survey.

Notes: Client will provide a current title report and zoning report.

All boundary calculations and analysis will be done by a Utah Licensed Land Surveyor.

2021 ALTA / NSPS TABLE "A" ITEMS

Prior to doing the ALTA surveys a table A filled out by the client will be required. The checked items below are included in the current scope and cost all other items if needed will require a contract mod.

NOTE: Whether and of the nineteen (19) items of Table A are to be selected, and the exact wording of and fee for any selected item, may be negotiated between the surveyor and client. Any additional items negotiated between the surveyor and client must be identified as 20(a), 20(b), etc. Any additional items negotiated between the surveyor and client, and any negotiated changes to the wording of a Table A item, must be explained pursuant to Section 6.D.ii.(g). Notwithstanding Table A Items 5 and 11, if an engineering design survey is desired as part of an ALTA/NSPS Land Title Survey, such services should be negotiated under Table A, Item 20.

The scope and cost for this work plan include the checked items below. All unchecked items are optional and at the request of the client. Adding any optional items will require a contract mod.

- Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the surveyed property, unless already marked or referenced by existing monuments or witnesses in close proximity to the corner.
- Address(es) of the surveyed property if disclosed in documents provided to or obtained by the surveyor or observed while conducting the fieldwork.

- Flood zone classification (with proper annotation based on federal Flood Insurance Rate Maps or the state or local equivalent) depicted by scaled map location and graphic plotting only.
- Gross land area (and other areas if specified by the client).
- Vertical relief with the source of information (e.g. ground survey or aerial map), contour interval, datum, and originating benchmark identified when appropriate.

Select

If the current zoning classification, setback requirements, the height and floor space area restrictions, and parking requirements specific to the surveyed property are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, list the above items on the plat or map. and identify the date and source of the report or letter.

or

If the zoning setback requirements specific to the surveyed property are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, and if those requirements do not require an interpretation by the surveyor, graphically depict the building setback requirements on the plat or map. Identify the date and source of the report or letter.

Select

Exterior dimensions of all buildings at ground level.

Square footage of:

exterior footprint of all buildings at ground level.

other areas as specified by the client.

Measured height of all buildings above grade at a location specified by the client. If no location is specified, the point of measurement shall be identified.

Substantial features observed in the process of conducting the fieldwork (in addition to the improvements and features required pursuant to Section 5 above) (e.g., parking lots, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse).

Number and type (e.g., disabled, motorcycle, regular and other marked specialized types) of clearly identifiable parking spaces on surface parking areas, lots and in parking structures. Striping of clearly identifiable parking spaces on surface parking areas and lots.

As designated by the client, a determination of the relationship and location of certain division or party walls with respect to adjoining properties.

Evidence of underground utilities existing on or serving the surveyed property (in addition to the observed evidence of utilities required pursuant to Section 5.E.iv.) as determined by:

plans and/or reports provided by client (with reference as to the sources of information)

markings coordinated by the surveyor pursuant to a private utility locate request.

Note to the client, insurer, and lender – With regard to Table A, item 11, information from the source checked above will be combined with observed evidence of utilities pursuant to Section 5.E.iv. to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected the surveyor's assessment of the location of the utilities. Where additional or more detailed information is required, the client is advised that excavation may be necessary.

As specified by the client, Governmental Agency survey-related requirements (e.g. HUD surveys, surveys for leases on Bureau of Land Management managed lands). The relevant survey requirements are to be provided by the client or client's designated representative.

Names of adjoining owners according to current tax records. If more than one owner, identify the first owner's name listed in the tax records followed by "et.al."

As specified by the client, distance to the nearest intersecting street.

Rectified orthophotography, photogrammetric mapping, remote sensing, airborne/mobile laser scanning and other similar products, tools or technologies as the basis for showing the location of certain features (excluding boundaries) where ground measurements are not otherwise necessary to locate those features to an appropriate and acceptable accuracy relative to a nearby boundary. The surveyor must (a) discuss the ramifications of such methodologies (e.g. the potential precision and completeness of the data gathered thereby) with the insurer, lender and client prior to the performance of the survey and, (b) place a note on the face of the survey explaining the source, date, precision and other relevant qualifications of any such data.

Evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.

Proposed changes in street right of way lines, if information is made available to the surveyor by the controlling jurisdiction. Evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.

Pursuant to Sections 5 and 6 (and applicable selected Table A items, excluding Table A item 1), include as part of the survey any plottable offsite (i.e., appurtenant) easements disclosed in documents provided to or obtained by the surveyor.

Professional Liability Insurance policy obtained by the surveyor in the minimum amount of _____ to be in effect throughout the contract term. Certificate of Insurance to be furnished upon request, but this item shall not be addressed on the face of the plat or map.

EXISTING TOPOGRAPHIC SURVEY INSIDE PROJECT LIMITS

Meridian surveyors will utilize terrestrial LiDAR technology coupled with conventional survey methods to develop the existing base mapping under each structure located at the following locations:

New track under seven (7) existing structures:

- 1860 South (Provo)
- 1400 North (Springville)
- 400 South/SR-77 (Springville)
- I-15 (Springville)
- I-15 off ramp to US-6 (Spanish Fork)
- 6400 South/400 North/SR-147 (Spanish Fork)
- 7300 South/SR-115 (Spanish Fork)

The surface features under the bridge including but not limited to columns, foundations, girders, track, and spot elevations will be surveyed based on pre-established control inside the project limits.

ASSUMPTIONS:

- a. Existing survey control is within proximity to each of the 7 locations.

SUPPLEMENTAL SURVEY

Supplemental survey will be completed only in critical area's as identified by the design team.

Meridian will perform supplemental survey in 5 critical area locations.

ASSUMPTIONS:

- b. The survey of each critical area will be completed within 2 days of field work.

EXISTING RIGHT OF WAY

Existing Right of Way of Union Pacific Railroad:

Union Pacific Railroad existing right of way will be identified using railroad right of way maps.

The right of way that will be identified will start at the Provo Station and will go south along their corridor to the point that UTA's new track leaves the UPRR Corridor, which location is approximately one (1) mile south of the Springville Station.

Existing Right of Way at Station Locations, Crossover and Greenfield Crossing:

Conduct ownership deed and subdivision plat research within the local County Recorder's Office. Conduct a complete title abstract search to determine fee ownership of all parcels within the project limits, including all adjacent contiguous parcels to determine the larger parcel. Retrieve copies of subdivision plats and road dedication plats.

Conduct abstract research on all the parcels within the project limits with the County Recorder's Office to obtain any recorded Utility Easements.

Conduct previously recorded boundary survey research with the County Surveyor's Office. This information will aid in placing subdivisions and private survey data within the right of way drawings.

There are approximately 27 parcels inside the limits of this scope of work.

Meridian will create a spreadsheet list of all parcels listing ownership information (names, tax ID, parcel address, owners address, type of ownership, apparent use).

ASSUMPTIONS:

- c. Effort will involve 27 parcels. Project expansion will require a contractual modification.
- d. UPRR right of way that will be identified is approximately 6 miles long
- e. UPRR right of way will be identified using railroad maps.

VERIFICATION OF EXISTING RAILROAD RIGHT OF WAY

Meridian will verify the existing railroad right of way drawing that will be provided by UTA in cadd format. This verification will be compared to the existing right of way plans and documents.

ASSUMPTIONS:

- a. Any discrepancies found will be identified and corrections will be coordinated with UTA.
- b. UTA will provide copies of researched documents, maps, plats, etc. that was used to identify the existing right of way.

DEVELOP PRELIMINARY RIGHT OF WAY PLANS

Develop right of way plans Exhibits per the standards and specifications provided by or accepted by UTA.

Develop right of way plans to show proposed acquisitions and accommodate all aspect of the project. Include fee ownership, slope easements, temporary construction easements, drainage easements and utility relocation easements or documents.

Develop base files to support the right of way plans.

Place all line work and annotation on the appropriate CADD level.

Develop all sheets according to current or UTA approved CADD Standards. These sheets include the Title sheet, Survey Control Sheet (SC), the Total Tract Map (RWTT), and Right of Way sheets (RW).

Parcel numbers will be assigned to each ownership and shown on the Right of Way Plans.

Preliminary Right-of-Way Plans, which will show right-of-way impacts, easement requirements and construction staging areas relative to right-of-way and parcel boundaries.

Initiate and perform quality control reviews.

ASSUMPTIONS:

- a. Preliminary right of way plans will cover the entire length of the project. Starting at the Payson Station and ending at the existing Provo Station.
- b. Plans will identify areas that additional right of way will be needed for the proposed project.

PRODUCT DELIVERABLES:

Preliminary Right of Way Plans

PROJECT MANAGEMENT

Prepare QC/QA report for all Meridian work products, and monthly progress. Attendance at project coordination meetings when requested.

ASSUMPTIONS:

- a. Team meetings will be attended by Meridian’s Project Manager.
- b. Meridian team meetings over the course of the project.

HOURS DERIVATION:

See attached Cost Plus Fixed Fee schedule.



**PACIFIC RAILWAY
ENTERPRISES,
INC.**

*SPECIALIZING IN
RAILROAD SYSTEMS
DESIGN & CONSULTING*

Scope of Services – UTA FRF Environmental Studies Program

Pacific Railway Enterprises, Inc. (PRE) will perform design services in its role as a train control systems subconsultant to AECOM (client). All project coordination and systems assessment will be performed at the direction of the designated AECOM Project Manager.

The following deliverables will be provided according to the project schedule as outlined within UTA's RFQ for South Valley FrontRunner Commuter Rail Environmental Study and Preliminary Design dated September 29, 2022.

Task 6.2, Preliminary Engineering Design

Task 6.2, Signals

There are approximately 14 miles of track and 15 at grade crossings within the proposed alignment. Initial assumptions for quote are approximately 7 new signal locations and interconnected grade crossings with UPRR.

PRE will provide 30% railroad signal design including the following deliverables:

- Scaled Single Line Diagram Depicting Proposed Signal Placements and Limits of Grade Crossing Warning Approach Circuits
 - Cost Estimate for Railroad Signal Construction
 - Evaluate design documents provided by other disciplines to identify systems impacts.
-

Professional Engineering Services Requirements

It is understood that all design deliverables required within this Scope of Services will be sealed by a Registered Utah Professional Engineer who is responsible for the work and/or services performed.

Exclusions

The following are project related items that are not considered to be part of this Scope of Services.

- Systems design beyond a 30% level. It is understood that this project element will be performed outside of this Scope of Services.
 - Braking calculations, control lines and aspect charts are excluded. Although these are industry standard 30% design documents, UTA systems staff have excluded these as deliverables in past projects. These can be added for additional fee.
 - Systems cost estimates will only be a rough order of magnitude. In order to provide systems cost estimates, the minimum of 30% systems design documents must be developed.
 - Site visits have not been included and would need to be added for travel as an Other Direct Cost.
 - Utility coordination other than those directly related to systems required described within this Scope of Services.
 - Structural, mechanical, geotechnical, civil, survey, or traffic engineering services.
 - Environmental services.
 - Permits of any kind.
 - Landscaping design or repairs.
 - Station systems and Communications systems are excluded.
-



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 Salt Lake City, UT 84103
 (801) 230-7260

❖ **Task 1, Subcontract Administration:** Under this task, Certus will

- Manage daily schedule and budget for the assigned tasks
- Maintain open communication with AECOM, and as directed, and other parties, regarding task status and progress
- Participate in the project kick-off meeting and as many as 16 additional project meetings.

Task 1 Deliverables
Monthly invoices
Progress reports (upon request)

Task 1 Assumptions

- The duration of Certus’s involvement in will be no more than 12 months from notice-to-proceed. This duration is used only for estimating costs associated with administering the project and is not a schedule of deliverables.
- Certus will not be required to attend more than 17 project-related meetings and those meetings will be held virtually (with a dial-in option) except for the kick-off meeting..
- Invoicing will occur on a monthly basis; formal progress reports beyond concise emails will not be required from Certus.
-

❖ **Task 2, File Search:** Under this task, Certus will

- Conduct a review of Utah SHPO project, site, and structures records to identify previously reported and/or known cultural resources in the assessment area;

- Review historical maps, air photos, and other sources to identify potential cultural resources in the survey area and assist in assessing those documented during fieldwork.

Task 2 Deliverables
File search results (in technical reports – Task 4)
UGS consultation letter

Task 2 Assumptions

- Only digital files available through the Utah SHPO Sego and HUB websites and other online sources will be consulted.
- The file search area will extend ½ mile from the edge of the project survey corridor.
- Results of the file search will not need to be plotted on report maps.

- ❖ **Task 3, Fieldwork:** Certus will conduct an intensive-level archaeological survey within the above-referenced assessment area. No buildings or structures are known to be present.

Task 3 Deliverables
Field notes (upon request)

Task 3 Assumptions

- No fieldwork authorization will be required.
 - UTA safety protocols will apply.
 - AECOM will facilitate ROW access permits from UTA to complete the assigned fieldwork.
 - AECOM or other party will notify any affected private landowners prior to the field inventory, as necessary.
 - The survey area will be no larger than described in the Project Understanding section, above.
 - A 50-year age cutoff will be used to identify resources that are historical.
 - No more than 8 archaeological sites will be found during the field inventory.
 - No more than 5 historical structures will require documentation.
 - Fieldwork can be completed according to Certus's preferred schedule.
 - Fieldwork will not be impeded by forces outside the control of Certus; access to the survey area will be unfettered.
 - No subsurface testing will be required.
 - Snow cover cannot exceed 20-percent of the total survey area at the time of fieldwork.
- ❖ **Task 4, Reporting:** Certus will prepare a single technical report for the assessment effort. The report will summarize the file search results (Task 2), describe the survey methods, detail the results of the field inspection (Task 3), offer NRHP eligibility recommendations, and provide recommendations for findings of effect and future action, as appropriate. All work will be conducted in compliance with industry-standard practices.

Task 4 Deliverables
Draft and final technical report and site forms (digital format)

Task 4 Assumptions

- A single report will be prepared for the cultural resource assessment.
 - All deliverables will be provided to AECOM and other parties in electronic format only.
 - Final deliverables will be provided in digital format per the Utah State Historic Preservation Office E106 guidelines and will include GIS shapefiles, cover sheets, etc.
-



Wetland Resources
 182 East 300 North
 Logan, Utah 84321
 (435) 753-4517

November 9, 2022

Aquatic Resources Delineation/T&E Species Inventory

Task One - Aquatic Resources Delineation

This task includes all of Wetland Resources' work to produce an Aquatic Resources Delineation Report for the UTA South Valley Transit project in Utah County. The rail alignment is approximately 14 miles long, and the project area will be limited to the UTA-owned right-of-way. The project area also includes up to eight facilities (stations, flyovers, and maintenance buildings) to be located near the ROW. Fieldwork for the aquatic resources delineation will include identification of dominant plant species, characterization of the wetland and upland soils within the project area, and assessment of the project area hydrology. The wetland delineation will be conducted in accordance with the 1987 Corps Wetland Delineation Manual and the Arid West Supplement. After the wetland and Waters of the U.S. boundaries have been determined, a survey will be conducted using a sub-meter GPS unit to accurately map these boundaries. A delineation report describing the project site and its associated Waters of the U.S. will be prepared and sent to AECOM for review.

Task Two - Wildlife Inventory

This task includes all of Wetland Resources' work to conduct a general wildlife survey to document and map suitable habitat for special status species known or suspected to utilize the project area and identified by the USFWS or Utah Division of Wildlife Resources. The USFWS IPaC report lists two T&E wildlife species that could potentially occur on the project area: June Sucker and Yellow-billed Cuckoo. The Monarch butterfly, which is a candidate species, is also listed as potentially occurring in the vicinity. The project area does not contain any USFWS designated critical habitat. The wildlife surveys will also include mapping suitable raptor habitat within a ½-mile buffer around the project footprint.

Task Three - Ute ladies'-tresses Survey

This task includes all of Wetland Resources' work to conduct a survey for Ute ladies'-tresses (ULT) (*Spiranthes diluvialis*). All suitable ULT habitat within a 300' buffer around the project footprint will be mapped prior to the August 2023 ULT survey window. The 300' buffer is not required to extend to the opposite side of any paved or gravel road from the project area. A 100% coverage pedestrian survey for ULT will be conducted in August 2023. All suitable ULT habitat within a 300' buffer around the project area will be surveyed for individuals with a 5-foot transect spacing. Results of the survey will be documented in a ULT inventory report.

Task Four – Meetings and Environmental Assessment Assistance

Wetland Resources will participate in 24 team meetings throughout the 24-month project schedule. Most of the meetings will be joined virtually, but time and mileage have been included to participate in-person at four of the meetings. Wetland Resources will also assist AECOM with the preparation of the wetland and wildlife sections of the EA. It is assumed that AECOM will do most of the EA preparation, and Wetland Resources will provide input, answer questions, and review the pertinent sections.

RSG

1.1 PROJECT DESCRIPTION

UTA has initiated the South Valley (Utah County) Environmental Study. The study will prepare a NEPA environmental review and concept design (30%) for extension of FrontRunner commuter rail to the south from Provo to Payson. The previously completed Locally Preferred Alternative (LPA) recommends 14-miles of commuter rail from Provo to Payson along the right-of-way owned by UTA. The project includes three stations at Springville, Spanish Fork, and Payson.

RSG will provide support for ridership projections using the FTA STOPS model.

1.2 STOPS

The RSG team has significant recent experience with UTA's STOPS model and has been working with UTA to update and apply that model to the Mid-Valley BRT corridor and to three additional BRT corridors in the UTA service area. We will use this experience to efficiently forecast ridership for the South Valley Frontrunner extension.

TASK 1: Review of Input Data

The project team will complete a detailed review of the regional STOPS implementation with particular attention focused on the area relevant to the South Valley Frontrunner extension. This effort will build on the review previously performed by RSG as part of the Mid-Valley BRT project. For this review, RSG will extend the Mid-Valley analysis to confirm that MPO traffic analysis zones, highway skims, walk networks, and route/station counts will support analysis of South Valley Frontrunner extension. Opportunities for improvement will be identified and implemented by the project team.

TASK 2: Model Testing

The regional STOPS model (with any refinements from Task 1) will be used to prepare a series of base and future year existing and no-build test runs to confirm proper operation of the model in the South Valley Frontrunner extension corridor. Results will be reviewed to confirm that the model calibration properly represents the corridor in the current year and that forecast results with the no-build represent a plausible projection of future ridership patterns.

Particular attention will be paid to the transit ridership implications of new development in the corridor. As needed, the STOPS "cloning" and "special markets" capabilities will be reviewed to determine whether they can be useful in projecting ridership in areas where current development patterns are unlike those expected for the future. Several different cloning and special markets strategies will be tested and compared to forecasts developed without these adjustments. Following these tests, the approach that appears to generate the most plausible results will be selected for use in the remainder of the project.

TASK 3: Base and Build Year Scenarios

A build-year scenario will be developed with UTA service planners helping to determine changes that need to be made to the transit network. For this effort, we have assumed 3 scenarios will be evaluated.

Following alternative coding, STOPS will be run for all alternatives using both the base and forecast year socioeconomic inputs. Results will be reported for each alternative including:

1. Total Trips-on-Project stratified by purpose and household automobile ownership
2. Route-level ridership for the project service and relevant existing transit services in the corridor
3. Project station boarding by mode of access
4. Linked and incremental linked trips by purpose and auto ownership
5. Project-related impacts on automobile VMT

TASK 4: Final Documentation

Data and findings from the modeling effort will be summarized by the project team in a summary technical memorandum. This document will include:

1. A review of the input information used in STOPS
2. A summary of the calibration adjustments (i.e., non-default STOPS parameters)
3. A summary of the model validation
4. Definition of the alternatives models
5. Ridership forecast results

Exhibit B**FEE FOR PROFESSIONAL SERVICES AND PAYMENT SCHEDULE**

The contract will be for a Not to Exceed price amount of \$8,417,669.92. Effort will be invoiced monthly for work and deliverables as noted in the Scope of Work, and approved for payment by UTA's project manager. **This contract not to exceed amount will be maintained through the life of the contract. Any price increases beyond this amount will have to be approved by the project manager and a change order or contract amendment would have to be completed and approved.**

DETAILED PRICING WITH DETAILED EFFORT AND HOURS

(AECOM's Fee Proposal Document to be included on the next pages.)

South Valley Transit Design Cost Estimate

19-Jan-23

Firm	Totals
AECOM	\$5,073,829.78
Meridian Engineering	\$459,374.28
Parsons	\$1,525,497.43
Parametrix	\$1,038,828.13
Certus	\$15,402.50
Pacific Railway Enterprises	\$99,842.80
Wetland Resources	\$75,686.00
CSA	\$53,344.00
RSG	\$75,865.00
TOTAL	\$8,417,669.92

Parson's Fees

UTA South Valley FrontRunner Commuter Rail Environmental Study and Preliminary Design

Parsons - Title/Role	Parsons Project Manager	Design												Project Controls	Total Hours	Task Raw Labor	Task with Burden
		Design Lead (30%)	Track Design Lead	Track Alg Design (LUP/UTA)	Track Design CADD	Civil Wall Layout	Civil Wall Design/ CADD	Utility Design Lead	Utility Design	Comm/ Systems Des Lead	Comm/ Systems Design	Comm/ Systems CADD	Project Controls				
Employee	Ryan Mulligan	Brooke Dempster	Sara Wilson	Dominic Olivetti	Ahmed Dib	Mike Lanning	Adam Borsch	Robert Miyawaki	Jerry Kidwell	Paul Wadum	Brad Able	Thompson	Chris James				
Base Rate - Adjusted to 2023	\$76.75	\$82.01	\$68.30	\$87.65	\$44.57	\$110.76	\$54.47	\$41.59	\$48.80	\$90.15	\$71.80	\$58.28	\$46.40			121.59%	
Task 1 - Project Management		212	330	237	40	0	48	0	59	0	52	0	0	140	1,118	\$81,506.28	\$180,609.78
Project Management Activities															0	\$0.00	\$0.00
-Project set-up, admin & internal management		40	20												60	\$7,494.07	\$16,606.12
-Assume 24 months, 26 invoices		26	26												80	\$7,839.72	\$17,372.04
-Monthly Progress Reports		48	24						30		30				92	\$6,845.01	\$15,167.86
Meetings															0	\$0.00	\$0.00
-Weekly Consultant Team Meetings (assume 104, 1 hr meetings, remote)															0	\$0.00	\$0.00
-Assume team for detailed 30% design will start to attend the last third of meetings		40	104	104	40		40		40		40				208	\$31,699.86	\$70,243.71
-Bi-Monthly Meetings - UTA/PMSC/Consultant Team leads (assume 48, 1.5 hr meetings, remote)		72	72	72											416	\$16,203.96	\$35,906.35
-Monthly Management Meetings (UTA/PMSC/Consultant PM/leads) (assume 24, 1 hr meetings, remote)		24	24	24											72	\$5,401.32	\$11,968.78
-Attend UTA Project Kick-Off Meeting (UTA/PMSC and Consultant Team Coordination Kick-Off Meeting (assume 2-hour mtg, in person in SL area)		4	4	4				4	4		2				22	\$1,689.90	\$3,744.65
-Prepare for UTA Project Kick-Off Meeting			8												8	\$656.07	\$1,453.78
-Attend Partners Project Kick-Off Meeting (UTA/PMSC/Consultant Team Leads/UTA/Project Partners) (assume 2-hour meeting, in person in UT County)		4	4	5			4		5						22	\$1,617.50	\$3,584.22
-Prepare for Partners Project Kick-Off Meeting			8	4											12	\$921.27	\$2,041.45
Management Documents (assumed prepared by AECOM)															0	\$0.00	\$0.00
-Review PMP prepared by AECOM		2	8												10	\$809.56	\$1,793.90
-Review QMP prepared by AECOM			4												4	\$328.03	\$726.89
Maintain NEPA Administrative Record - no anticipated Parsons tasks															0	\$0.00	\$0.00
Task 2 - Data Collection		0	90	0	0	0	0	0	360	200	80	0	0	0	710	\$37,541.23	\$83,187.62
Gather Existing Utility Data			20						320	160					500	\$22,772.48	\$50,463.53
Gather information on current/existing UTA Projects with interface			40												40	\$3,280.34	\$7,266.91
Gather information from UTA on existing Communications facilities			30												50	\$4,425.91	\$9,807.33
Prepare Draft Data Collection Technical Memo									20	20	10				40	\$3,531.25	\$7,824.90
Prepare Final Data Collection Technical Memo									20	20	10				40	\$3,531.25	\$7,824.90
Task 3 - Community Engagement		0	209	116	0	0	0	0	0	0	0	0	0	0	325	\$24,830.73	\$55,022.40
Attend UPA-Refinement Coordination Meetings (assume 12 mtgs)			36												36	\$2,952.31	\$6,542.02
-Prepare exhibits/materials for alignment options			12	24											36	\$2,575.33	\$5,706.67
Attend Public Meetings (assume 3 meetings)			9												9	\$738.08	\$1,635.51
-Prepare exhibits/materials for alignment options			8	8											16	\$1,186.48	\$2,629.12
Attend Small Group Meetings (assume 24 meetings)			72												72	\$5,904.62	\$13,064.05
-Prepare exhibits/materials for alignment options			30	48											72	\$5,150.66	\$11,413.35
Attend Stakeholder Coordination Meetings (assume 12 meetings)			36												36	\$2,952.31	\$6,542.02
-Prepare exhibits/materials for alignment options			12	36											48	\$3,370.94	\$7,469.67
Prepare Meeting Summaries for Inclusion in the Administrative Record - no anticipated Parsons Task															0	\$0.00	\$0.00
Review and Provide Input on Public Involvement Plan (to be prepared by UTA/PMSC) - no anticipated Parsons Task															0	\$0.00	\$0.00
Task 4 - Alternatives Considered		0	18	0	0	0	0	0	0	0	0	0	0	0	18	\$1,312.14	\$2,907.57
Prepare Build Alternatives)															0	\$0.00	\$0.00
Prepare No-Build Alternative															0	\$0.00	\$0.00
Prepare Draft Alternatives Analysis															0	\$0.00	\$0.00
-Review Draft prepared by AECOM			8												8	\$656.07	\$1,453.78
Prepare Final Alternatives Analysis															0	\$0.00	\$0.00
-Review Draft prepared by AECOM			8												8	\$656.07	\$1,453.78
Task 5.0 - Environmental Services and Document Preparation		0	32	0	0	0	0	0	0	0	0	0	0	0	32	\$2,624.28	\$5,815.13
Design Lead Review of each phase submittal of the EA documents (draft & final)			32												32	\$2,624.28	\$5,815.13
Task 6 - Preliminary Engineering (30% Design)		0	1,306	1,234	1,038	674	188	300	794	720	212	354	68	0	6,882	\$463,049.46	\$1,026,071.29
6.1 Geotechnical Evaluation		0	10	0	0	0	0	0	0	0	0	0	0	0	10	\$820.09	\$1,817.23
Design Lead will review the proposed data collection information			2												2	\$164.02	\$363.45
Design Lead will perform review of draft and final reports			8												8	\$656.07	\$1,453.78
6.2 Preliminary Engineering Design		0	1,088	1,018	954	674	120	240	520	640	148	336	68	0	5,800	\$486,448.94	\$948,391.38
Design Lead General Coordination for 10% for 8 month effort (assume 1 day/week)			280												280	\$22,962.41	\$50,882.40
Detailed Rail Alignment Definition (UTA 10% Concept, Draft/Final)			40	160											200	\$13,888.52	\$30,775.57
-Evaluation of concepts for future double track (and future freight) & white paper			40	80											120	\$8,584.43	\$19,022.24
-Alternatives at stations (side/center) & white paper			40	80											120	\$8,584.43	\$19,022.24
-Platform location shifts/accommodate/coordinate with station site development x3			16	32											48	\$3,433.77	\$7,608.90
-Design Refinement at Proposed Flyover at Provo/Springville Boundary & white paper			80	160											240	\$17,168.86	\$38,044.49
Design Refinement of Track Layouts for UPRR Freight Customers			40	80											120	\$8,584.43	\$19,022.24
UPRR Format Submittal Effort 30% - Initial Submittal			10	40	80										130	\$10,484.37	\$23,232.32
UPRR Format Submittal Effort 30% - anticipated/resubmittal			10	20	40										70	\$5,852.23	\$12,924.77
Coordination with Station Area Planning Team			40												40	\$3,280.34	\$7,266.91
Design Refinement at Proposed Spanish Fork Station - Assumed AECOM task to develop - Design Lead Rev			16												16	\$1,312.14	\$2,907.57
Design Refinements at Payson Station - Assumed AECOM task to develop - Design Lead Rev			16												16	\$1,312.14	\$2,907.57
Design Refinements at Springville Station - Assumed AECOM task to develop - Design Lead Rev			16												16	\$1,312.14	\$2,907.57
Design Plans (25% UTA, 25% UPRR, 30% UTA, 30% UPRR)		0	444	366	838	674	120	240	520	640	148	336	68	0	4,384	\$283,886.73	\$629,064.58
Design Lead General Coordination for 25%/30% for 8 month effort (assume 1 day/week)			280												280	\$22,962.41	\$50,882.40
General Cover, Index, Standard Symbols/Abb, General Notes (8 sheets)			24				48								72	\$4,107.48	\$9,101.75
UTA Rail Alignment - Parsons Task															0	\$0.00	\$0.00
-4x Maps (2 sheets)				4	16	16									36	\$2,880.74	\$6,375.49
-P&P Plans (30 sheets)				120	240	60									420	\$33,666.94	\$70,170.77
-Typical Sections (15 sheets)				60	30	30									120	\$7,944.70	\$17,604.66
-UTA Track Alignment Data (6 sheets)				12	24	6									42	\$3,166.69	\$7,017.08



Cost Plus Fixed Fee

Activity Code:		Springville Station ALTA	Springville Station Right of Way (3 Parcels)	Spanish Fork Station ALTA	Spanish Fork Station Right of Way (3 Parcels)	Payson Station ALTA	Payson Station Right of Way (3 Parcels)	Crossover (8 Parcels)	Greenfield Area (10 Parcels)	Railroad Right of Way Verification	Right of Way Plans	Bridge Scans	Supplemental Survey of Critical Areas (5)	UPRR Right of Way	Project Management	Total Team Member Hours
Employee	Role	MERIDIAN ENGINEERING, INC. PROJECT ASSIGNMENTS														Total Team Member Hours
Brad Mortensen	QC / QA Manager	4.0	3.0	4.0	3.0	4.0	3.0	4.0	5.0							30.0
Brian Boehmer	LIDAR / Survey											90.0				90.0
Darryl Fenn	PM / PIC														15.0	15.0
Gustave Denham	ROW CAD Design									100.0						100.0
Jeffrey Maumalanga	ROW CAD Design									1200.0						1200.0
Levi Atkinson	Survey Tech	60.0		50.0		90.0		25.0	30.0			160.0	100.0			515.0
Michael Nadeau	Survey Manager	10.0		10.0		12.0										32.0
Myles Sykes	Survey Crew Chief															0.0
Regan Fenn	ROW Tech															0.0
Riley Adams	Survey Crew Chief											100.0	100.0			200.0
Robert Hickman	ROW Lead		15.0		15.0		15.0	20.0	30.0	50.0	60.0			150.0		355.0
Sierra Holz	Survey CAD Design	30.0		30.0		55.0		5.0	8.0			35.0	40.0			203.0
Spencer Marble	Crew Manager	60.0		50.0		90.0		25.0	30.0			60.0	15.0			330.0
Travis Jensen	ROW Lead	5.0	20.0	5.0	20.0	5.0	20.0	40.0	50.0	100.0	120.0			200.0	200.0	785.0
Travis Williams	Survey CAD Design	25.0		25.0		30.0										80.0
Tyler Baron	ROW Manager														50.0	50.0
																0.0
TOTAL TASK HOURS:		194.0	38.0	174.0	38.0	286.0	38.0	119.0	153.0	150.0	1505.0	445.0	255.0	350.0	265.0	4010.0
Labor Cost (Hours x Wage):		\$6,657.37	\$1,850.84	\$6,037.37	\$1,850.84	\$9,518.62	\$1,850.84	\$4,886.12	\$6,272.40	\$7,450.00	\$51,215.00	\$13,380.00	\$6,960.00	\$16,850.00	\$15,615.00	\$ 150,394.40
Loaded Cost (Labor x Multiplier):		\$11,498.61	\$3,196.77	\$10,427.75	\$3,196.77	\$16,440.56	\$3,196.77	\$8,439.31	\$10,833.69	\$12,867.64	\$88,458.55	\$23,109.94	\$12,021.31	\$29,103.32	\$26,970.23	\$ 259,761.21
TOTAL LABOR COST:		\$18,155.98	\$5,047.61	\$16,465.12	\$5,047.61	\$25,959.18	\$5,047.61	\$13,325.43	\$17,106.09	\$20,317.64	\$139,673.55	\$36,489.94	\$18,981.31	\$45,953.32	\$42,585.23	\$ 410,155.61
Fixed Fee percentage		\$2,178.72	\$605.71	\$1,975.81	\$605.71	\$3,115.10	\$605.71	\$1,599.05	\$2,052.73	\$2,438.12	\$16,760.83	\$4,378.79	\$2,277.76	\$5,514.40	\$5,110.23	\$ 49,218.67
TOTAL TASK COSTS:		\$20,334.70	\$5,653.32	\$18,440.93	\$5,653.32	\$29,074.28	\$5,653.32	\$14,924.48	\$19,158.82	\$22,755.76	\$156,434.37	\$40,868.73	\$21,259.07	\$51,467.72	\$47,695.46	\$ 459,374.28

TOTAL TASK COSTS: \$ 459,374.28

TOTAL PROJECT COSTS: \$ 459,374.28

Pacific Railway Enterprises, Inc. Fees

Labor (specify function/title)	Estimated Hours	Fully Burdened Labor Rate	Estimated Costs
Subtask 6.2 - Preliminary Engineering Design - Signals			
Principal Professional Engineer	40	\$ 253.09	\$ 10,123.60
Senior Railroad Systems Technologist IV	200	\$ 226.68	\$ 45,336.00
Senior Railroad Technologist I	240	\$ 154.14	\$ 36,993.60
Engineer I	80	\$ 92.37	\$ 7,389.60
		Subtask Total	\$ 99,842.80
		Grand Total	\$ 99,842.80



Costs

Labor costs shall accrue on quarter-hour increments according to the following labor-rate categories:

- ❖ Principal Archaeologist/Architectural Historian \$110.00/hr
- ❖ Administrative/Clerical \$50.00/hr

Task or ODC	Hours or Units	Rate	Total
LABOR			
Task 1: Subcontract Administration	24	\$110.00	\$2,640.00
	10	\$50.00	\$500.00
Task 2: File Search	0	\$110.00	\$0.00
	3	\$50.00	\$150.00
Task 3: Fieldwork (Survey & Mobilization)	80	\$110.00	\$8,800.00
	4	\$50.00	\$200.00
Task 4: Reporting	16	\$110.00	\$1,760.00
	8	\$50.00	\$400.00
<i>Labor Subtotal</i>			\$14,450.00
EXPENSES			
Digital Camera	8	\$15.00	\$120.00
GPS Unit	8	\$25.00	\$200.00
Mileage (GSA)	860	\$0.625	\$537.50
Safety compliance	1	\$50.00	\$50.00
UGS paleo consultation	1	\$30.00	\$ 30.00
UT SHPO file search fee recovery	1	\$15.00	\$15.00
<i>Expenses Subtotal</i>			\$952.50
<i>Grand Total</i>			\$15,402.50



Wetland Resources
182 East 300 North
Logan, Utah 84321
(435) 753-4517

November 9, 2022

Task One - Aquatic Resources Delineation

Labor

Wetland Delineation Fieldwork	260 hours@\$120/hr	\$31,200
Wetland Delineation Report Preparation	80 hours@\$120/hr	\$ 9,600
Railway Worker Protection Certification	10 hours@\$120/hr	\$ 1,200

Expenses

Per Diem	20 days@\$165/day	\$ 3,300
Mileage	2,500 miles @ \$0.62/mi	\$ 1,550

Delineation Cost \$46,850

Task Two - Wildlife Inventory

Labor

Wildlife Survey Fieldwork	50 hours@\$120/hr	\$6,000
Wildlife Report Preparation	20 hours@\$120/hr	\$2,400
Railway Worker Protection Certification	10 hours@\$120/hr	\$1,200

Expenses

Per Diem	4 days @ \$165/day	\$ 660
Mileage	500 miles @ \$0.62/mi	\$ 310

Wildlife Cost \$10,570

Task Three - Ute ladies'-tresses Survey

Labor

ULT Survey Fieldwork	50 hours @ \$120/hr	\$6,000
ULT Report Preparation	20 hours @ \$120/hr	\$2,400

Expenses

Per Diem	4 days @ \$165/day	\$ 660
Mileage	500 miles @ \$0.62/mi	\$ 310

ULT Cost \$9,370

Task Four – Meetings and Environmental Assessment Assistance

Labor

Team Meetings	50 hours @ \$120/hr	\$6,000
Environmental Assessment Assistance	20 hours @ \$120/hr	\$2,400

Expenses

Mileage	800 miles @ \$0.62/mi	\$ 496
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Meetings/EA Cost \$8,896

Total Project Cost \$75,686

UTAH TRANSIT AUTHORITY

CSAcoustics

	Principal Associate	Associate
	\$167.97	\$113.25
Noise and Vibration Assessment	160	224
	\$26,876	\$25,368
Total Labor		\$52,244
Miscellaneous Costs - Mileage		\$300
Equipment Shipping		\$800
Total Cost		\$53,344

1.3 BUDGET

RSG Labor

	Woodford	Campbell	Lee	Analyst	Total Hours	Cost
Unloaded rate	\$131.50	\$82.01	\$56.05	\$33.72		
Fully loaded rate	\$418.28	\$260.86	\$178.29	\$107.26		
Project management/client meetings	8	4	8	8	28	\$6,674
Review of Input Data	8		48	48	104	\$17,053
Model Testing	8		24	48	80	\$12,774
Base and Build Year Scenarios	16		48	96	160	\$25,547
Documentation	8	4	24	48	84	\$13,817
Total hours	48	8	152	248	456	
Total labor costs	\$20,078	\$2,087	\$27,100	\$26,600		\$75,865

Exhibit C

PROJECT SCHEDULE

Schedule is assumed to be two years from start date.
 Contract end date is anticipated June 2025

South Valley FR

February 2023 Schedule

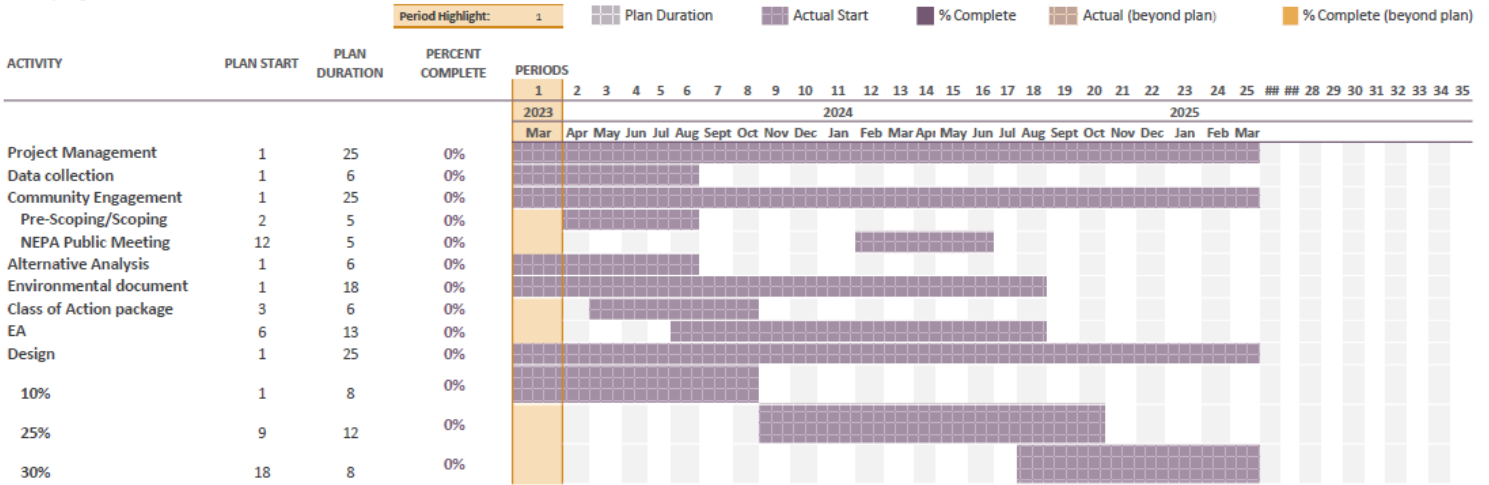


Exhibit D

FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES

It is the responsibility of the contractor to ensure that all clauses applicable to the contracted effort are adhered to by the contractor and its subcontractors when applicable.

Sec.	Contract Clause	Applicability to Type of Contract
1	Fly America Requirements	When Transportation Paid by FTA Funds
2	Buy America Requirements	Value > 150K for Construction, Goods, Rolling Stock
3	Charter Bus Requirements	Operational Service
4	School Bus Requirements	Operational Service
5	Cargo Preference Requirements	Equipment/Material/Commodities Transported by Ocean
6	Seismic Safety Requirements	New Construction/Additions
7	Special Department of Labor (DOL) Equal Employment Clause	Value > 10K for Construction
8	Energy Conservation Requirements	All
9	Clean Water Requirements	Value > 100K
10	Bus Testing	Rolling Stock Acquisition
11	Pre-Award and Post Delivery Audit Requirements	Rolling Stock Acquisition
12	Lobbying	All (Certification required if > \$100K)
13	Access to Records and Reports	All
14	Federal Changes	All
15	Bonding Requirements	Construction > 100K
16	Clean Air	Value > 100K
17	Recycled Products	Value > 10K In Fiscal Year
18	Davis-Bacon and Copeland Anti-Kickback Acts	Construction > \$2000
19	Contract Work Hours and Safety Standards Act	Construction > \$2000, Rolling Stock, Operational > \$2,500
20	No Government Obligation to Third Parties	All
21	Program Fraud and False or Fraudulent Statements and Related Acts	All
22	Termination	Value > 10K
23	Government-Wide Debarment and Suspension (Non-procurement)	Value > 25K
24	Privacy Act	All
25	Civil Rights Requirements	All
26	ADA Access Requirements	All
27	Breaches and Dispute Resolution	Value > 100K

28	Patent and Rights in Data	Research Projects Only
29	Transit Employee Protective Agreements	Transit Operations
30	Disadvantaged Business Enterprise (DBE)	All
31	Incorporation of FTA Terms	All
32	Drug and Alcohol Testing	Operational Service/Safety Sensitive
33	Transit Vehicle Manufacturer (TVM) Certifications	Rolling Stock, All Vehicle Procurements
34	Metric Requirements	Sealed Bid Procurements, Rolling Stock, Construction
35	Conformance with National ITS Architecture	Contracts and Solicitations for ITS projects only
36	Corridor Preservation	Right of Way Development
37	Veterans Employment	Capital Projects
38	Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	ALL
39	Notice to FTA and DOT	All Contracts over \$25,000

1. FLY AMERICA REQUIREMENTS

49 U.S.C. §40118

41 CFR Part 301-10.131 - 301-10.143

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

Flow down Requirements: The Fly America requirements flow down to first tier contractors, who are responsible for ensuring that lower tier contractors and sub-contractors are in compliance.

Fly America - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10.131 - 301-10.143, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that

may involve international air transportation.

2. BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)

49 U.S.C. 5323(h)

49 CFR Part 661

Applicability to Contracts: The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$150,000).

Flow down Requirements: The Buy America requirements flow down to first tier Consultant, who are responsible for ensuring that lower tier contractors and sub-contractors are in compliance.

Buy America - The Contractor agrees to comply with 49 U.S.C. 5323(j) as amended by MAP-21, 49 U.S.C. 5323(h), 49 CFR Part 661, and FAST Act (Pub. L. 114-94) which provide that Federal fund may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and was amended by Section 3011 of the FAST Act (Pub. L. 114-94). Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a sixty percent (60%) domestic content for FY16 & FY17; sixty-five percent (65%) domestic content for FY18 & FY19; and seventy percent (70%) domestic content for FY20 & beyond.

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project. The requirement excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

Definitions:

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of: • non-ferrous metals; • plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); • glass (including optic glass); • lumber; or • drywall.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

General waivers for small purchases do not apply to Contractor's equipment purchases when Consultant's contract value exceeds \$150,000 in value. Contractor must submit to UTA the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier sub-contractors.

3. CHARTER BUS REQUIREMENTS

49 U.S.C. 5323(d)

49 CFR Part 604

Applicability to Contracts: The Charter Bus requirements apply to the following type of contract: Operational Service Contracts.

Flow down Requirements: The Charter Bus requirements flow down from UTA to first tier service Contractors.

Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

4. SCHOOL BUS REQUIREMENTS

49 U.S.C. 5323(F)

49 CFR Part 605

Applicability to Contracts: The School Bus requirements apply to the following type of contract: Operational Service Contracts.

Flow down Requirements: The School Bus requirements flow down from UTA to first tier service contractors.

School Bus Operations - Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

5. CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 55305

Applicability to Contracts: The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

Flow down Requirements: The Cargo Preference requirements apply to all subcontracts when the subcontract may be involved with the transport of equipment, material, or commodities by ocean vessel. Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of

equipment, material, or commodities by ocean vessel.

Cargoes Procured, Furnished, or Financed by the United States Government - (a) Definition. - In this section, the term “privately-owned commercial vessel of the United States” does not include a vessel that, after September 21, 1961, was built or rebuilt outside the United States or documented under the laws of a foreign country, until the vessel has been documented under the laws of the United States for at least three (3) years.

(b) Minimum Tonnage.-When the United States Government procures, contracts for, or otherwise obtains for its own account, or furnishes to or for the account of a foreign country, organization, or persons without provision for reimbursement, any equipment, materials, or commodities, or provides financing in any way with Federal funds for the account of any persons unless otherwise exempted, within or without the United States, or advances funds or credits, or guarantees the convertibility of foreign currencies in connection with the furnishing or obtaining of the equipment, materials, or commodities, the appropriate agencies shall take steps necessary and practicable to ensure that at least fifty percent (50%) of the gross tonnage of the equipment, materials, or commodities (computed separately for dry bulk carriers, dry cargo liners, and tankers) which may be transported on ocean vessels is transported on privately-owned commercial vessels of the United States, to the extent those vessels are available at fair and reasonable rates for commercial vessels of the United States, in a manner that will ensure a fair and reasonable participation of commercial vessels of the United States in those cargoes by geographic areas.

(c) Waivers. -The President, the Secretary of Defense, or Congress (by concurrent resolution or otherwise) may waive this section temporarily by-

- (1) Declaring the existence of an emergency justifying a waiver; and
- (2) Notifying the appropriate agencies of the waiver.

(d) Programs of Other Agencies. -

(1) Each department or agency that has responsibility for a program under this section shall administer that program with respect to this section under regulations and guidance issued by the Secretary of Transportation. The Secretary, after consulting with the department or agency or organization or person involved, shall have the sole responsibility for determining if a program is subject to the requirements of this section.

(2) The Secretary-

(A) shall conduct an annual review of the administration of programs determined pursuant to paragraph (1) as subject to the requirements of this section;

(B) may direct agencies to require the transportation on United States-flagged vessels of cargo shipments not otherwise subject to this section in equivalent amounts to cargo determined to have been shipped on foreign carriers in violation of this section;

(C) may impose on any person that violates this section, or a regulation prescribed under this section, a civil penalty of not more than \$25,000 for each violation willfully and knowingly committed, with each day of a continuing violation following the date of shipment to be a separate violation; and

(D) may take other measures as appropriate under the Federal Acquisition Regulations issued pursuant to section 25(c)(1) 1 of the Office of Federal Procurement Policy Act (41 U.S.C. 421(c)(1) 2 or contract with respect to each violation.

(e) Security of Government-Impelled Cargo. -

(1) In order to ensure the safety of vessels and crewmembers transporting equipment, materials, or commodities under this section, the Secretary of Transportation shall direct each department or agency (except the Department of Defense), when responsible for the carriage of such equipment, materials, or commodities, to provide armed personnel aboard vessels of the United States carrying such equipment, materials, or commodities if the vessels are transiting high-risk waters.

(2) The Secretary of Transportation shall direct each department or agency responsible to provide armed personnel under paragraph (1) to reimburse, subject to the availability of appropriations, the owners or operators of applicable vessels for the cost of providing armed personnel.

(3) In this subsection, the term “high-risk waters” means waters so designated by the Commandant of the Coast Guard in the Port Security Advisory in effect on the date on which an applicable voyage begins. (Pub. L. 109–304, §8(c), Oct. 6, 2006, 120 Stat. 1642; Pub. L. 110–417, div. C, title XXXV, §3511(a), (b), Oct. 14, 2008, 122 Stat. 4769; Pub. L. 112–213, title V, §503, Dec. 20, 2012, 126 Stat. 1575.)

6. SEISMIC SAFETY REQUIREMENTS

42 U.S.C. 7701 et seq.

49 CFR Part 41

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

Flow down Requirements: The Seismic Safety requirements flow down from UTA to first tier contractors to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all sub-contractors.

Seismic Safety - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a sub-contractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project. The contractor will facilitate and follow Executive Order No. 12699, “Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction,” 42 U.S.C. 7704 note, except as the Federal Government determines otherwise in writing.

7. SPECIAL DOL EQUAL EMPLOYMENT CLAUSE

41 CFR Part 60

See Section 25 – Contract Clause Civil Rights Requirements

8. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.

49 CFR Part 622

Applicability to Contracts: The Energy Conservation requirements are applicable to all contracts.

Flow down Requirements: The Energy Conservation requirements extend to all third-party contractors and their contracts at every tier and, sub-recipients and their sub-agreements at every tier.

Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The contractor agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA funds required under FTA regulations, “Requirements for Energy Assessments,” 49 CFR part 622, subpart C.

9. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251 - 1377

Applicability to Contracts: The Clean Water requirements apply to each contract and subcontract which exceeds \$150,000.

Flow down Requirements: The Clean Water Act requirements flow down to UTA third party contractors and their contracts at every tier, and sub-recipients and their sub-agreements at every tier.

Clean Water - (a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Water Act, as amended, 33 U.S.C. 1251 – 1377 et seq.

(b) The contractor agrees to report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional

Office in compliance with the notice of violating facility provisions in section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368

(c) The contractor agrees to protect underground sources of drinking water in compliance with the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f – 300j-6.

(d) The contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

10. BUS TESTING

49 U.S.C. 5318(e)

49 U.S.C. 5323(c)

49 CFR Part 665

Applicability to Contracts: The Bus Testing requirements pertain only to the acquisition of Rolling Stock/Turnkey.

Flow down Requirements: The Bus Testing requirements should not flow down, except to the turnkey contractor as stated in the most current FTA Master Agreement.

Bus Testing - The Contractor [Manufacturer] agrees to comply with 49 U.S.C. 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

- a) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
- b) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- c) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- d) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988 and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

11. PRE-AWARD AND POST-DELIVERY AUDITS REQUIREMENTS

49 U.S.C. 5323

49 C.F.R. 661.12

49 CFR Part 663

Applicability to Contracts: These requirements apply only to the acquisition of Rolling Stock/Turnkey.

Flow down Requirements: These requirements should not flow down, except to the turnkey contractor as stated in Master Agreement

- Buy America certification is mandated under FTA regulation, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. 663.13.

A Buy America certification under this part shall be issued in addition to any certification which may be required by part 661 of this title. Nothing in this part precludes FTA from conducting a Buy America investigation under part 661 of this title "**Pre-Award and Post-Delivery Audit Requirements**" - The Contractor agrees to comply with "Buy America Requirements--Surface Transportation Assistance Act of 1982, as amended," 49 C.F.R. 661.12, but has been modified to include FTA's Buy America

requirements codified at 49 U.S.C. A 5323(j).

Pre-Award and Post-Delivery Audit Requirements - The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

(1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Firm certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; 2) The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit a) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or b) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

12. LOBBYING

31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

Applicability to Contracts: The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

Flow Down Requirements the Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7. **Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]** - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not taken any action involving the Project or the Underlying Agreement for the Project, including any award, extension, or modification. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to UTA.

13. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325
18 CFR 18.36(i)
49 CFR 633.17

Applicability to Contracts: Reference Chart "Requirements for Access to Records and Reports by Type of Contracts", Item 6 of this Section.

Flow down Requirements FTA does not require the inclusion of these requirements in subcontracts.

Access to Records - The following access to records requirements apply to this Contract:

(1) The Contractor agrees to provide UTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to

provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Consultant's

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
<u>Non-State Grantees</u>	Yes ¹		Yes	Yes	Yes	Yes
a. Contracts below SAT (\$250,000)	Yes ¹		Yes	Yes	Yes	Yes
b. Contracts above \$250,000/ Capital Projects		Those imposed on nonstate Grantee pass thru to Contractor				

records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(2) Where UTA or a sub-grantee of UTA in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a) 1) through other than competitive bidding, the Contractor shall make available records related to the contract to UTA, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

(3) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(4) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until UTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

(5) FTA does not require the inclusion of these requirements in subcontracts.

(6) Requirements for Access to Records and Reports by Types of Contract Sources of Authority: ¹ 18 CFR 18.36 (i)

14. FEDERAL CHANGES

49 CFR Part 18

Applicability to Contracts: The Federal Changes requirement applies to all contracts.

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

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

15. BONDING REQUIREMENTS

This section applies only to construction or facility improvement contracts exceeding \$100,000.

16. CLEAN AIR

42 U.S.C. 7401 – 7601(q)

40 CFR 15.61

49 CFR Part 18

Applicability to Contracts: The Clean Air requirements apply to all contracts exceeding \$150,000, including indefinite quantities where the amount is expected to exceed \$150,000 in any year.

Flow down Requirements: The Clean Air requirements flow down to all subcontracts which exceed \$150,000.

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7601(q) *et seq.* The Contractor agrees to report each violation to UTA and understands and agrees that UTA, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

17. RECYCLED PRODUCTS

42 U.S.C. 6962

40 CFR Part 247

Executive Order 12873

Applicability to Contracts: The Recycled Products requirements apply to all contracts for items designated by the EPA, when the Contractor procures \$10,000 or more of one (1) of these items during the fiscal year or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds.

Flow down Requirements: These requirements flow down to all contractor and sub-contractor tiers.

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. The contractor agrees to comply with the U.S. Environmental Protection Agency (US EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR part 247.

18. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

49 U.S.C. 5333

40 U.S.C. 3141 – 3144

40 U.S.C. 3146 – 3147

18 U.S.C. 874

40 U.S.C. 3145

Applicability to Contracts: The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, *et seq.* and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i) (5). **The Acts apply to any construction contract over \$2,000.** 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including

painting and decorating.” 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (*see* 29 FR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

Flow down Requirements: Applies to third party contractors and sub-contractors

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than Monthly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one (1) classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its sub-contractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) Except with respect to helpers as defined as 29 CFR 5.2(n) (4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- (4) With respect to helpers as defined in 29 CFR 5.2(n) (4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and shall advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

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

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

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

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

(v)(A) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

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

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

(2) **Withholding** - UTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime consultant, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any sub-contractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, UTA may, after written notice to the consultant, sponsor,

applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

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

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to UTA for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a) (3) (i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all sub-contractors.

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

(1) That the payroll for the payroll period contains the information required to be maintained under section

5.5(a) (3) (i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

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

(iii) The contractor or sub-contractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or sub-contractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the consultant, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records

upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Consultant's or Sub-consultant's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract. Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(6) Subcontracts - The contractor or sub-contractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier sub-contractor with all the contract clauses in 29 CFR 5.5. **(7) Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a sub-contractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or Contractor who has an interest in the consultant's Contractor is a person or Contractor ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or Contractor ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by §5.5(a) or §4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any sub-contractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and sub-contractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized

representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or sub-contractor under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or sub-contractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in §5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or sub-contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or sub-contractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or sub-contractor will permit such representatives to interview employees during working hours on the job.

(The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:

OMB Control Number
 (a)(1)(ii)(B) 1215-0140
 (a)(1)(ii)(C) 1215-0140
 (a)(1)(iv) 1215-0140
 (a)(3)(i) 1215-0140,
 1215-0017
 (a)(3)(ii)(A) 1215-0149
 (c) 1215-0140,
 1215-0017

[48 FR 19540, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 55 FR 50150, Dec. 4, 1990; 57 FR 28776, June 26, 1992; 58 FR 58955, Nov. 5, 1993; 61 FR 40716, Aug. 5, 1996; 65 FR 69693, Nov. 20, 2000; 73 FR 77511, Dec. 19, 2008]

Effective Date Note: At 58 FR 58955, Nov. 5, 1993, §5.5 was amended by suspending paragraph (a)(1)(ii) indefinitely.

19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

29 CFR Part
5 40 U.S.C.
3701 et seq.
40 U.S.C. 3702

Applicability to Contracts: The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, *et seq.* The Act applies to grantee contracts and subcontracts “financed at least in part by loans or grants from ... the [Federal] Government.” 40 USC 3701(b) (1) (B) (iii) and (b) (2), 29 CFR 5.2(h), 49 CFR 18.36(i) (6).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ “laborers or mechanics on a public work” with a value greater than \$100,000. These no

construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed “commercial items.” 40 USC 3707, 41 USC 403 (12) **Flow down Requirements**: Applies to third party contractors and sub-contractors.

(1) **Overtime requirements** - No contractor or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any sub-contractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and sub-contractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - UTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or sub-contractor under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The Contractor or sub-contractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in paragraphs (1) through (4) of this section.

20. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts: Applicable to all contracts.

Flow down Requirements: This concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

No Obligation by the Federal Government.

(1) UTA and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to UTA, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the sub-contractor who will be subject to its provisions.

21. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.

49 CFR Part 31

18 U.S.C. 1001

49 U.S.C. 5307

Applicability to Contracts: These requirements are applicable to all contracts.

Flow down Requirements: These requirements flow down to contractors and sub-contractors who make, present, or submit covered claims and statements.

Program Fraud and False or Fraudulent Statements or Related Acts

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

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Consultant, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two (2) clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the sub-contractor who will be subject to the provisions.

22. TERMINATION**49 CFR Part 18
FTA Circular 4220.1F**

Applicability to Contracts: These requirements are applicable to all contracts over \$100,000.

Flow down Requirements: These requirements flow down to contractors and sub-contractors over \$100,000.

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

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be affected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only

be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

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

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

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

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

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

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

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

23. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

49 CFR 18

2 CFR 1200

2 CFR 180

Executive Orders 12549 and 12689

Background and Applicability: In addition to the contracts covered under 2 CFR 180.220(b) of the OMB guidance, this part applies to any contract, regardless of tier, that is awarded by a consultant, subconsultant, supplier, Consultant, or its agent or representative in any transaction, if the contract is to be funded or provided by the Department of Transportation under a covered non-procurement transaction and the amount of the contract is expected to equal or exceed \$25,000. This extends the coverage of the Department of Transportation non-procurement suspension and debarment requirements to all lower tiers of subcontracts under covered non-procurement transactions, as permitted under the OMB guidance at 2 CFR 180.220(c) (see optional lower-tier coverage in the figure in the appendix to 2 CFR part 180). This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

These provisions apply to all UTA contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for federally required auditing services.

These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, contractors, and sub-contractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System (EPLS), (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. Grantees, contractors, and sub-contractors who enter into covered transactions also must require the entities they contract with to comply 2 CFR 180 and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Flow down Requirements: These requirements flow down to contractors and sub-contractors at all levels.

Suspension and Debarment: This contract is a covered transaction for purposes of 49 CFR Part 18. As such, the contractor is required to verify that none of the consultant, its principals, are excluded or disqualified as defined under Executive Orders Nos. 12549 and 12689.

The contractor is required to comply with 2 CFR 1200 and must include the requirement to comply with 2 CFR 1200, Subpart C in any lower tier covered transaction it enters into.

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

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

24. PRIVACY ACT

5 U.S.C. 552

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

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

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

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

25. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000

42 U.S.C. § 6102, 42 U.S.C. § 12112

42 U.S.C. § 12132, 49 U.S.C. § 5332

29 CFR Part 1630, 41 CFR Parts 60 et seq.

1. The Contractor will be required to comply with these applicable civil rights, nondiscrimination, and equal employment opportunity laws and regulations:
 - i. 49 CFR Part 21, 49 CFR Part 25, 49 CFR Part 26, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, 20 U.S.C. §§ 1681 – 1683 and 1685 – 1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, et seq., 42 U.S.C. § 290dd – 290dd-2, 42 U.S.C. § 2000d, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6101 – 6107, 42 U.S.C. § 12101, et seq., 42 U.S.C. § 12132, 49 U.S.C. § 5307 (c)(1)(D)(ii), 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Part 60, 29 U.S.C. § 623, 42 U.S.C. § 2000e, 42 U.S.C. § 12112, 49 U.S.C. § 5325 (k). Fixing America’s Surface Transportation (FAST) Act, Public Law No: 114-94, as may be amended.
2. The Civil Rights requirements flow down to all third-party sub-contractors and their subcontracts at every tier.
3. The following requirements apply to a contract awarded as a result of this solicitation:
 - i. **Nondiscrimination** - In accordance with U.S. Department of Transportation (DOT) regulations at 49 CFR Part 21, 49 CFR Part 25, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, the Rehabilitation Act of 1973, as amended, 20 U.S.C. §§ 1681 – 1683 and 1685 – 1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 290dd – 290dd-2, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6102, 42 U.S.C. § 6101 – 6107, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, 42 U.S.C. § 12132, Federal transit law 49 U.S.C. § 5307 (c)(1)(D)(ii), Federal transit law 49 U.S.C. § 5332, FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients.”, DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations, Executive Order No. 13166 and DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (70 FR 74087, Dec. 14, 2005), the Contractor agrees that it will comply with the identified Federal laws and regulations, pertaining to UTA programs and activities, to ensure that no person will be denied the benefits of, or otherwise be subjected to, discrimination (particularly in the level and quality of transportation services and transportation-related benefits) on the bases of race, color, religion, national origin, ancestry, sex, sexual

orientation, gender identity, gender expression, age, marital status, genetic information, medical condition, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations, other implementing requirements that DOT or FTA may issue, and any other applicable Federal and State of Utah statutes and/or regulations that may be signed into law or promulgated.

ii. Equal Employment Opportunity - The following equal employment opportunity requirements apply to a contract awarded as a result of this solicitation:

- a) Race, Color, Ancestry, Marital Status, Medical Condition, Genetic Information, Religion, National Origin, Sex, Sexual Orientation, Gender Identity, Gender Expression - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, 49 U.S.C. § 5332, FTA Circular 4704.1, "Equal Employment Program Guidelines for Grant Recipients", and , the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, including "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60, et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), Fair Employment and Housing Act, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect Bidder agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, ancestry, religion, marital status, medical condition, genetic information, national origin, sex, sexual orientation, gender identity, gender expression, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements that DOT, or FTA may issue, and any other applicable Federal statutes that may be signed into law or Federal regulations that may be promulgated.
- b) Sex – The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1975, as amended, 20 U.S.C. § 1681, and 49 CFR part 25. In addition, the Contractor agrees to comply with any implementing requirements that DOT, or FTA may issue.
- c) Age - The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, 45 CFR part 90, the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, and Equal Employment Opportunity Commission (EEOC) implementing regulations 29 CFR part 1625. In addition, the Contractor agrees to comply with any implementing requirements that DOT, or FTA may issue.
- d) Disabilities - The Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794(d), 36 CFR part 1194, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101, 49 CFR parts 27, 37, 38, and 39, and FTA Circular 4710.1, "Americans with Disabilities Act: Guidance". In addition, the Contractor agrees to comply with any implementing requirements that DOT, or FTA may issue.

4. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

26. ADA ACCESS REQUIREMENTS

49 U.S.C. § 5301, 29 U.S.C. § 794, 42 U.S.C. § 12101

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

27. BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18 FTA Circular 4220.1F

Applicability to Contracts: All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down Requirements: The Breaches and Dispute Resolutions requirements flow down to all tiers.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of UTA. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the UTA. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of UTA shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by UTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AUTHORITY and the CONTRACTOR arising out of or relating to this agreement or its breach will be decided by mediation under the auspices of a JAMS mediator. (<https://www.jamsadr.com>). If JAMS mediation is unsuccessful in resolving the dispute, either party may bring the matter to a court of competent jurisdiction within the State of Utah.

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

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

28. PATENT AND RIGHTS IN DATA

37 CFR Part 401 49 CFR Parts 18 and 19

Applicability to Contracts: Patent and rights in data requirements for federally assisted projects ONLY

apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual.

Flow down Requirements: The Patent and Rights in Data requirements apply to all contractors and their contracts at every tier.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, UTA or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may UTA or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by UTA or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, UTA and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for UTA or Consultant's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, UTA and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by UTA or Contractor of proprietary rights, copyrights, or right

of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither UTA nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by UTA or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that UTA or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Consultant's status (*i.e.*, a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), UTA and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in

U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Contractors under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, UTA and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Consultant's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), UTA and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Contractors Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

29. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

49 U.S.C. § 5310, § 5311, and § 5333

29 CFR Part 215

Applicability to Contracts: The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

Flow down Requirements: These provisions are applicable to all contracts and subcontracts at every tier.

(a) **General Transit Employee Protective Requirements** - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to UTA's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) **Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities** - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) **Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas** - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

30. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Section 1101(b) of MAP-21 (23 U.S.C. § 101 note)

1. UTA encourages DBE participation in this solicitation. In order to qualify as a DBE, a Contractor, or a Contractor's sub-contractor, must be certified as a DBE under 49 CFR Part 26. As a recipient of Federal funds, UTA must comply, and ensure that it's Contractor(s) comply with 49 CFR Part 26 and Section 1101(b) of the Fixing America's Surface Transportation Act (FAST Act).
2. DBE Requirements/DBE Obligation:
 - i. The Contract to be awarded may be funded in part by the U.S. Department of Transportation (DOT) FTA. As a condition of financial assistance agreements between UTA and the U.S. DOT, UTA has established a DBE Program and overall triennial DBE goal in accordance with Title 49 CFR, Part 26.
 - ii. The Contract to be awarded may be funded in part by the U.S. DOT FTA. As a condition of financial assistance agreements between UTA and the U.S. DOT, UTA has established a DBE Program and overall triennial DBE goal in accordance with Title 49 CFR, Part 26.

- iii. Pursuant to Race-Neutral DBE policy directive issued by the U.S. DOT, UTA will strictly utilize race-neutral measures to meet its overall DBE goals and objectives. Contractors are encouraged to afford small businesses, including DBEs, an equitable opportunity to compete for and perform on a contract resulting from this solicitation.
- iv. The Contractor, and any of its sub-contractors, are to ensure that DBE as defined in 49 CFR Part 26 have equal opportunities to participate in the performance of UTA contracts. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the equal opportunities to compete for and are awarded contracts. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this U.S. DOT-assisted contract. Each subcontract the Contractor signs with a sub-contractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- v. 1101(b) of the FAST Act extends the Federal statutory requirement that FTA make available at least 10 percent (10%) of its funding under that Act for contracts with small business concerns owned and controlled by socially and economically disadvantaged people. UTA and subrecipients (Contractor and its sub-contractors) of FTA-funding assists FTA in meeting this national goal. To receive FTA assistance, UTA and sub-recipients (Contractor and its sub-contractors) of FTA funding must comply with applicable requirements of DOT regulations 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs".

3. DBE Financial Institutions

- i. The Contractor is to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage sub-contractors to make use of these institutions also.
- ii. A list of Minority Owned Banks is on the Federal Reserve website at <http://federalreserve.gov/releases/mob/current/default.htm>. The Federal Reserve website is updated periodically.
- iii. The Contractor is encouraged to use the services offered by banks in the community which are owned and controlled by minorities or women when feasible and beneficial.

4. DBE Reporting and Certification

- i. Monthly reporting requires the submittal of a "Monthly Sub-contractor Payment Report", which is used by UTA to verify payments to DBE and non-DBE sub-contractors. When completing this form, the Contractor must designate DBE sub-contractors by placing an asterisk in front of their name. As Federal law requires that UTA have proof of payment to a DBE sub-contractor, the subcontractor must initial the form and verify payment received. Failure to submit a properly executed form will result in delayed payment. Failure to submit these reports in a timely manner may result in a penalty of \$10 per day, per report.
- ii. In order for the Contractor to submit a properly executed "Monthly Sub-contractor Payment Report," the Contractor must verify that Sub-contractors DBE certification is current at time of payment.
- iii. Certified Contractors can be found at the UTAH UNIFIED CERTIFICATION PROGRAM (UUCP) DISADVANTAGED BUSINESS ENTERPRISE (dbe) DIRECTORY:
<https://drive.google.com/file/d/1r6n4o9F14jFEqtINICrFxrFiAs9948ho/view>

5. DBE Contract Assurance (49 CFR 26.13)

- i. UTA does not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. UTA takes all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT assisted contracts. UTA's DBE Program as required by 49 CFR Part 26 and as approved by U.S. DOT will be incorporated by reference into the contract resulting from this solicitation.
- ii. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
 - a. Withholding monthly progress payments;
 - b. Assessing sanctions;
 - c. Liquidated damages; and/or
 - d. Disqualifying the Contractor from future bidding as non-responsible.

6. DBE Prompt Payment (49 CFR 26.29)

- i. Not later than ten (10) days after receipt of each progress payment from UTA, the successful Offeror shall pay to any sub-Contractor performing any work, the respective amounts allowed to the successful Offeror for work performed by the sub-Contractor, to the extent of each subcontractor's interest therein, unless otherwise agreed to in writing. In addition, for projects that invoice only at the completion of the project, within seven (7) days of the successful Offeror's receipt of released retention from UTA upon completion of the project the successful Offeror shall pay each of its sub-Contractors from whom retention has been withheld, each sub-Contractor's share of the retention received. For projects that issue progress payment invoices, upon incremental acceptance of any portion of the work by UTA, the successful Offeror shall pay each of its sub-Contractors from whom retention has been withheld, each subcontractor's share of the retention received.
- ii. Failure to comply with these provisions or delay in payment without prior written approval from UTA will constitute noncompliance, which will result in appropriate administrative sanctions, including, but not limited to a penalty of 2% of the amount due per month for every month that payment is not made.

31. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS FTA

Circular 4220.1F

Applicability to Contracts: The incorporation of FTA terms applies to all contracts and subcontracts at every tier.

Flow Down Requirements The incorporation of FTA terms has unlimited flow down.

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the most current FTA Circular 4220, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any UTA requests which would cause UTA to be in violation of the FTA terms and conditions.

32. DRUG AND ALCOHOL TESTING

49 U.S.C. §5331

49 CFR Part 655**49 CFR Part 382**

Applicability to Contracts: The Drug and Alcohol testing provisions apply to Operational Service Contracts.

Flow down Requirements: Anyone who performs a safety-sensitive function for the recipient or subrecipient is required to comply with 49 CFR 655 as amended by MAP-21, with certain exceptions for contracts involving maintenance services. Maintenance Contractors for non-urbanized area formula program grantees are not subject to the rules. Also, the rules do not apply to maintenance sub-contractors.

Drug and Alcohol Testing: The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The contractor agrees further to certify annually its compliance with Part 655 before June 30 and to submit the Management Information System (MIS) reports before January 15 to UTA. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

33. TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATIONS**49 CFR Part 26**

49 CFR §26.49 Contractor must submit to UTA a certification from each transit vehicle manufactures those desires to bid or propose upon a DOT-assisted transit vehicle procurement that it has complied with the requirements of 49 CFR §26.49. UTA may, however, with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of complying through the overall goalsetting procedures.

34. METRIC REQUIREMENTS**15 U.S.C. §§205****2007-Pub. L. 110-69**

As required by U.S. DOT or FTA, UTA agrees to use the metric system of measurement in its Project activities, pursuant to the Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. §§ 205a *et seq.*; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. § 205a note; and other U.S. DOT or FTA regulations, guidelines, and policies. To the extent practicable and feasible, the UTA agrees to accept products and services with dimensions expressed in the metric system of measurement.

35. NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS (ITS) ARCHITECTURE AND STANDARDS 23 U.S.C. Section 517(d)**23 U.S.C. §502**

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

36. CORRIDOR PRESERVATION**49 U.S.C. 5323(q)**

The Recipient agrees not to develop right-of way acquired under 49 U.S.C. § 5323(q), as amended by MAP-21, in anticipation of its Project until all required environmental reviews for that Project have been completed.

37. VETERANS EMPLOYMENT

49 U.S.C. 5325 (k)

Veterans Employment. As provided by 49 U.S.C. § 5325(k):

- a. To the extent practicable, Contractor agrees that it:
 1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third-party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and
 2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and
- b. Contractor also assures that its sub-contractor will:
 1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third-party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and
 2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

38. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR

EQUIPMENT

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

“Covered telecommunications equipment or services” is telecommunications or video surveillance equipment or services produced by:

- a. Huawei Technologies Company
- b. ZTE Corporation
- c. Hytera Communications Corporation
- d. Hangzhou Hikvision Digital Technology Company
- e. Dahua Technology Company
- f. Any subsidiary of the above listed entities.

39. NOTIFICATION TO FTA and DOT

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify UTA so that UTA may promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Contractor or Recipient is located. The Contractor must include a similar notification requirement in subcontracts at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

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

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

(3) The Contractor must promptly notice UTA and UTA must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region 8, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a contractor or person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.