

PROFESSIONAL SERVICES AGREEMENT

UTA CONTRACT #22-03608JD Janitorial for UTA Buildings

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 Merchants Building Maintenance (“Contractor”).

RECITALS

WHEREAS, UTA desires to hire professional services for Janitorial for UTA Buildings.

WHEREAS, On August 16, 2022, UTA issued Request for Proposal Package Number 22-03608 (“RFP”) encouraging interested parties to submit proposals to perform the services described in the RFP.

WHEREAS, Upon evaluation of the proposals submitted in response to the RFP, UTA selected 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 reject Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, Contractor shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to conform to the Contract requirements.
- g. If Contractor fails to promptly remedy rejected Work as provided in Section 4.6, 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 three (3)- year period expiring September 30, 2025. UTA may, at its sole election and in its sole discretion, extend the initial term for up to two (2) additional one-year option periods, for a total Contract period not to exceed five (5) years. Extension options may be exercised by UTA upon providing Contractor with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). This Contract may be further extended if the Contractor and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Contractor under 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 RFP 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 tproposed 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 21 of this Contract.

9. **INVOICING PROCEDURES**

- a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
 - i. Contractor Name
 - ii. Unique Invoice Number
 - iii. PO Number
 - iv. Invoice Date
 - v. Detailed Description of Charges
 - vi. Total Dollar Amount Due
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming 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.

Facilities Maintenance Manger: Guy Miner

Facilities Maint. Supervisor: Johnny Johnson – Provo FR Hub, Timpanogos, FLHQ, Mobility, Police Bldg,

Facilities Maint. Supervisor: Clay Mecham – Salt Lake Intermodal, Beck Street, Warm Springs, Ogden Transit, Mt. Ogden, Central

Facilities Maint. Supervisor: Dallan Ward – Jordan River, Midvale Rail, Roadhouse,
Facilities Maint. Supervisor: Rodney Wilson – Riverside & Meadowbrook

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 subContractor s 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 Contractor s 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 subContractor s 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 subContractor s 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

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

3. Worker's Compensation and Employers' Liability

- Workers’ Compensation Statutory
- Employers' Liability
- Each Accident \$100,000
- Disease – Each Employee \$100,000
- Disease – Policy Limit \$500,000

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

b. This requirement shall not apply when a Contractor or subContractor is exempt under UCA, AND when such Contractor or subContractor executes the appropriate waiver form.

4. Professional Liability (Errors and Omissions Liability)

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

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

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

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

- 1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Contractor . Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the Contractor ’s assessment of the exposure for this contract; for their own protection and the protection of UTA.
- 2. The Contractor 's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- 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 insurancecerts@rideuta.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of

work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

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

- F. **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 6. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

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

c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.

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 Guy Miner/Contractor's Project Manager Frank Caferro	Five calendar days
UTA's Contract Buyer Jenny Dang/Contractor's SECOND	Five calendar days

LEVEL]

UTA's Procurement Manger Troy Hamilton/Contractor's Five calendar days
[THIRD LEVEL] Frank Caferro

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

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

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:

If to UTA:

Utah Transit Authority
ATTN: Jenny Dang
669 West 200 South
Salt Lake City, UT 84101
jdang@rideuta.com

with a required copy to:

Utah Transit Authority
ATTN: Legal Counsel
669 West 200 South
Salt Lake City, UT 84101

If to Contractor :

Merchants Building Maintenance
ATTN: Frank Caferro
3030 S Main St. Ste 600
Salt Lake City, UT 84115
frank@mbmonline.com

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

29. **INSURANCE COVERAGE REQUIREMENTS FOR CONTRACTOR EMPLOYEES AND SUBCONTRACTORS UNDER DESIGN AND CONSTRUCTION CONTRACTS**

- a. The following requirements apply to the extent that the Contractor is providing design or

constructin 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 \$1 million:

- b. Contractor shall, prior to the effective date of this Contract, demonstrate to UTA that Contractor has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Contractor 's employees and the employee's dependents during the duration of this Contract.
- c. Contractor shall also demonstrate to UTA that 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 in to this Contract for the sole benefit of the parties, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of this Contract.

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 _____
Guy Miner
Facilities Maintenance Manager

By _____
Kevin Anderson
Director of Maintenance Support

By _____
Cherryl Beveridge
Chief Operating Officer

By _____
Jay Fox
Executive Director

MERCHANTS BUILDING MAINTENANCE :

DocuSigned by:
By Frank Caferro 11/30/2022
9875C44DE4A54FC...
Name Frank Caferro
Title Operations Manager

By _____
Name _____
Title _____

DocuSigned by:
By Mike Bell 11/30/2022
70E33A415BA44F6...
UTA Legal Counsel

EXHIBIT A

Contractor shall provide all equipment, labor, materials, cleaning supplies, restroom supplies and transportation necessary to provide janitorial services as identified in the Statement of Work for the locations indicated on the Bid Schedule (Exhibit B).

1. Identification of Employees/Contractor badges:

The contractor shall provide each individual working on UTA property with a UTA-issued picture ID contractor badge. These badges shall be worn at all times and shall be easily visible when the employee is working in any UTA Facility.

- i. To obtain contractor badges, the contractor must obtain a “Contractor Badge and Fingerprint Request Form” from the Program Manager. The form must be filled out and signed by the Contractor and the UTA Facilities Maintenance Manager. With the completed form, the Contractor or employee will contact the Human Resources Department to schedule an appointment to be fingerprinted and for a background check. A photo ID Badge will be issued at that time. If the employee does not pass their background check, the employee must return their ID card to the UTA Program Manager, and they will not be allowed in UTA Facilities.
- ii. In addition to badges, the Contractor shall maintain a complete list of all personnel they have working on UTA Property. A copy of the list shall be submitted to the Program Manager prior to the beginning of work and shall be updated with additions and deletions as personnel change. The Contractor shall be responsible for the collection of Contractor Badges of individuals no longer working under the contract and for completing the process outlined above to receive new badges. Collected Contractor badges will be surrendered to the UTA Program Manager or UTA Contract Administrator.
- iii. UTA Security will, as deemed necessary by UTA, check individuals for proper identification. Those not wearing proper identification or not appearing on the employee list will be requested to leave UTA property. A Contractor badge does not grant the Contractor authority to escort visitors into UTA property. Removal of individuals due to the Contractor’s failure to comply with this provision shall not delay contract performance or be grounds for claims against UTA.

2. Service Locations/Frequency of Service:

Division	Location	Est. Sqft. *	Cleaning Frequency**	Day Porter***	Start/Finish Times
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Meadowbrook 3600 S. 700 W. SLC, UT 84119	Building 1 and Guard Shack	200,000	5 days Mon - Fri	2 hours/day	2100 - 0300
	Building 3	20,000	5 days Mon - Fri	1 hours/day	2100 - 0300
	Building 4	250	5 days Mon - Fri	1 hours/day	2100 - 0300
	Building 5	150	5 days Mon - Fri	1 hours/day	2100 - 0300
	Building 7	7,580	5 days Mon - Fri	1 hours/day	2100 - 0300
	Building 8	37,000	5 days Mon - Fri	1 hours/day	2100 - 0300
Riverside 3700 S. 900 W. SLC, UT	Building 1	6,400	5 days Mon - Fri	None	2100 - 0300
	Building 3	26,000	5 days Mon - Fri	None	2100 - 0300
	Building 4	1,600	5 days Mon - Fri	None	2100 - 0300
Central 616 W. 200 S. SLC, UT	Main Building	9,040	5 days Mon - Fri	2 hours/day	2100 - 0300
New Central	Main Building	42,000	5 days Mon - Fri	2 hours/day	2100 - 0300
Police Bldg. 127 W. Vine St. Murray, UT	Main Building	6,500	5 days Mon - Fri	None	2100 - 0300
Mobility Center 4465 S. 50 W. Murray, UT	Main Building	13,265	5 days Mon - Fri	2 hours/day	1700 – 0100 0900 – 1400 Day Porter
	Records Area	3,430	5 days Mon - Fri	None	1 per month
Roadhouse 4465 S. 50 W. Murray, UT	Main Building	1,460	5 days Mon - Fri	None	2100 - 0300

Mt. Ogden 135 W. 17th Ogden, UT	Main Building	6,550	5 days Mon - Fri	2 hours/day	2100 - 0300
Ogden Transit Center 2393 Wall Ave Ogden, UT	Ticket Hub Office	7,689	5 days Mon - Fri	1 hour/day	2100 – 0300 1100-1300 Day Porter
Midvale Rail Service Center 613 W. 6960 S. Midvale, UT	Main Building Shop area	13,447 83,498	5 days Mon - Fri	2 hours/day Office areas - 1 hour/day Shop 0900 - 1300	2100 - 0300
	Building 2	13,920	5 days Mon - Fri	1 hours/day	2100 - 0300
	Building 3 Paint Shop	200	5 days Mon - Fri	None	2100 - 0300
Jordan River Rail Service Center (JRRSC) 2255 S. 900 W. SLC, UT	Main Building	279,000	6 days Mon - Sat	2 hours/day Office areas - 1 hour/day Shop 0900 - 1300	2100 - 03000
	Building 2	Office areas - 12,800 Shop area - 40,000	5 days Mon – Sat (When Occupied)	None	2100 - 0300
	Building 3	4,200	6 days Mon - Sat	None	2100 - 0300
Warm Springs Rail Service Center 900 N 500 W, SLC, UT	Main Building	140,907	5 days Mon - Fri	2 hours/day Office areas - 1 hour/day Shop 0900 - 1300	2100 - 0300
Beck Street Building 1859 Beck Street, SLC, UT	Main Building	4,440	1 day, as agreed	None	As agreed
FLHQ - Headquarters 669 W. 200 S. SLC, UT	Main Building	100,000	5 days Mon - Fri	4 hours/day Includes all cleaning done in legal	1900 - 0300

				department	
	Building 5 400 S 669 W (CNG)	1,200	5 days Mon - Fri	2 Hours	1900 - 0300
Timpanogos 1110 S. Geneva Road, Orem, UT	Building 1	5,880 total for the Campus	6 days Mon - Sat	4 hours/day	2100 - 0300 Main Cleaning 0800 - 1200 Day Porter
	Building 2		6 days Mon - Sat		2100 - 0300 Main Cleaning 0800 - 1200 Day Porter
	Building 3		6 days Mon - Sat		2100 - 0300 Main Cleaning 0800 - 1200 Day Porter
	Building 7		6 days Mon - Sat		2100 - 0300 Main Cleaning 0800 - 1200 Day Porter
	Building 9		6 days Mon - Sat		2100 - 0300 Main Cleaning 0800 - 1200 Day Porter
	Trailer 1		6 days Mon - Sat		2100 - 0300 Main Cleaning 0800 - 1200 Day Porter
	Trailer 2		6 days Mon - Sat		2100 - 0300 Main Cleaning 0800 - 1200 Day Porter

	BRT Offices		6 days Mon - Sat		2100 - 0300 Main Cleaning 0800 - 1200 Day Porter
Provo FR Hub 690 S. University Ave, Provo	Customer Service/ Police Building/ Operator Breakroom	2,200	5 days Mon - Fri	1hour /day	0900 - 1000
Salt Lake Intermodal Hub 300 S. 600 W. SLC	Main Building	3,024	5 days Mon - Fri	None	As Agreed

* Measurements are totals for that location and are provided as estimates and are for informational purposes only.

**All services will be performed and completes between the “Start and Finish” each day for each location.

***The “Day Porter” shall be on duty within the range of 0900 MST to 1400 MST for the consecutive number of hours indicated unless otherwise noted.

3. Service schedule definitions:

Code	Description of Service Time
D	DAILY - Service to be performed every day as scheduled
W	WEEKLY - Service to be performed once a week to be scheduled the same day every week
BW	BI-WEEKLY – Service to be performed every two weeks
M	MONTHLY - Service to be performed once a month. To be performed a minimum of three Weeks from the previous service
Q	QUARTERLY - Service to be performed every three months
SA	SEMI-ANNUALLY - Service to be performed two time a year
A	ANNUALLY - Service to be performed once a year
AR	As Required - Service to be performed as required.

4. Building Access:

Contractor(s) shall check out building keys through the UTA Facilities Department by the Contractor’s janitorial supervisors by filling out the key request form. This must be done at the beginning of the contract. Keys must be returned to the Facilities Department at the end of the contract. A fee may be charged for any unreturned keys.

5. Problem Resolution:

Operating problems encountered during the normal cleaning shift shall be worked out with the UTA Facilities Supervisor. If problems cannot be resolved at this level, the problems shall be addressed to the Program Manager. It should be noted that the Division Managers cannot change, delete, add to, or alter contract requirements. All changes must be processed through the Program Manager and finalized by a written Change Order to the contract.

6. “Day Porter Services”:

Day Porter services are required at the locations indicated under “Service Locations – Frequency of Service.” Day Porter service period will be from 0900 MST through 1400 MST each day or as agreed with the department manager or responsible Facilities Maintenance Supervisor. The locations requiring Day Porter service are considered “high traffic” areas or areas requiring continuous upkeep. Day Porters will be responsible for light cleaning services, emptying trash and recycling bins as needed and ensuring restrooms remain clean and supplied with paper products and soap. At least one Day Porter shall remain on duty for the full time specified; number of hours and locations are listed above.

7. Supplies to be Ordered by the Contractor:

The Contractor shall order all paper products and consumable supplies. These items will be ordered through an approved UTA vendor.

- i. Bills for these items will be sent directly to UTA through the responsible Facilities Maintenance Supervisor and are subject to approval by the Supervisor. Bills will include, as applicable, copies of the supplier’s invoice showing, at a minimum, a full description of the product purchased, quantity and cost. Product samples must be submitted to the Facilities Maintenance Supervisor for approval.
- ii. Where applicable, all Safety Data Sheets (SDS) must be provided to the UTA Purchasing Department for approval. The product shall not be used at any location until the product is SDS approved. All chemicals on site in containers must be labeled and a SDS on file. Mark-ups, delivery fees and/or service fees are not allowed.
- iii. The Contractor will maintain a stock of paper products/consumable supplies at each service location. UTA will provide a designated, secured storage area for each facility. These locations will be identified by the Facilities Maintenance Supervisors. Only those products to be used at UTA will be stored on UTA property. Products will not be transferred between UTA locations without prior approval of the “transfer from” location UTA Facilities

Supervisor. All deliveries shall be signed for by a UTA assigned person.

- iv. The Contractor will provide and stock feminine napkins daily. Money recovered from the dispensers will be the Contractor's. UTA will provide and maintain dispensers. Keys will be made available through the Facilities Maintenance Supervisor.
- v. Product type scent, and quality will be approved by the Facilities Maintenance Manager prior to use on UTA property. List of products and supplies, not limited to:

- | | |
|----------------------|-------------------------|
| Toilet Seat Covers | Trash Can Liners |
| Toilet Paper (2-Ply) | Disinfectant Floor Soap |
| Roll Towels | Disinfectant Cleaner |
| Hand Soap (Gel Pack) | Room Freshener |
| Hand Soap (GAL) | Feminine Napkins |

*All chemicals onsite must be labeled with the applicable SDS information.

8. Cleaning Supplies: The Contractor will provide all necessary supplies and equipment to complete all service tasks.

Recommended Cleaning Equipment and Materials	
001	Mops and mop heads
002	Brooms
003	Scrub brushes
004	Cleaning rags and wipes
005	Buckets, buckets, and basins
006	Step stools and ladders
007	Vacuum cleaners, tank and upright
008	Buffers and floor machines
009	Window squeegees and tools
010	Venetian blind dust brushes and blind washing equipment

9. Cleaning Schedule – Elements, all locations

Task		Schedule	Pay Element %
Office Areas, Entries, Exits, Hallways, Conference/Board Rooms			
1	Vacuum all carpets and rugs	D	
2	Empty all waste receptacles, clean and replace liners	D	
3	Mop all tile floors, buff, and remove heel marks	D	
4	Remove all marks on doors and walls	D	

5	Clean all door glass and windows, inside and out to include individual office and conference room entrances	D	
6	Vacuum all stairways and stairwells. Carpets, rugs, mats, and bare floors	D	
7	Clean and sanitize all drinking fountains	D	
8	Dust tops of partitions and overhanging cabinets	W	
9	Thoroughly clean and wipe dry tabletops and countertops	D	
10	Wet and dry mop tile floors	D	
11	Clean ceiling heat and return air vent grills	w	
12	Clean all door casings, baseboards and windowsills, ledges, outlets, switch plates, door handles, kick plates and push handles	D	
13	Sweep and police sidewalk areas around entries/exits out to adjoining parking/driveway. Remove cigarette butts and debris from ash containers. Clean tables and benches on patios. Sweep and clean patios as required.	D	
14	Clean interior and exterior windows, glass, and mirrors**	M	
15	Clean Blinds	BW	
			25%
Restrooms			
1	Clean and sanitize all toilets, urinals, and wash basins	D	
2	Clean and sanitize stainless steel and chrome fixtures	D	
3	Clean glass and mirrors	D	
4	Empty and clean trash containers - replace liners	D	
5	Clean tile walls, painted walls, doors, and partitions	D	
6	Refill paper towel and toilet paper dispensers	D	
7	Refill soap dispensers	D	
8	Wet mop floors with disinfectant	D	
9	Clean Air vent and exhaust vent frills	W	
10	Clean light fixtures	D	
11	Dust tops of lockers	D	
12	Clean and disinfect sanitary napkin containers - replace liners	D	
13	Fill sanitary napkin dispensers	D	
14	Clean shower stalls	D	
15	Clean sitting areas in woman's restrooms	D	
16	Refill air fresheners when empty	AR	
			25%
Break Rooms			
1	Clean and sanitize tabletops, chair seats and backs	D	
2	Clean chair and table legs and pedestals	W	

3	Clean refill paper towel dispensers	D	
4	Empty and clean trash containers - replace liners	D	
5	clean and sanitize sinks and countertops	D	
6	Wipe down exterior of refrigerators, vending machines, microwaves, and any other kitchen equipment	D	
7	Dust and clean off marks from door casings, cabinets, and windowsills	D	
8	Move tables and chairs; sweep, vacuum, and/or wet mop floors with disinfectant. Replace tables and chairs	D	
9	Clean blinds	BW	
10	Wash walls	M	
11	Dust and clean air and exhaust vents	W	
12	Dust Light fixtures	W	
13	Clean interior and exterior windows	M	
			25%
Fit Factory			
1	Clean mirrors	D	
2	Vacuum carpet - Mop tile as applicable	D	
3	Clean all door casings, windows, ledges, outlets, switch plates, door handles, doors, wall, kick plates and push handles	D	
4	Dust and clean air and exhaust vents	W	
5	Dust light fixtures	W	
6	Wipe down and sanitize all exercise equipment and furniture	D	
7	Clean blinds	BW	
8	Clean interior and exterior windows	M	
			25%
Day Porter			
1	Restrooms cleaned and stocked	D	
2	Trash and recycle bins emptied as required	D	
3	Light cleaning as required	D	
4	Clean up spills in break rooms, conference rooms, carpet as needed	D	

(**1st and 2nd floor windows and first floor exterior floor windows. Second story exterior windows will be handled by a second procurement. **Pay elements/inspections and invoice deductions:**

UTA will only pay for services received. Work will be monitored by using “Pay Elements.” Pay elements reflect the “% Value” of each required task. Pay elements and % values are identified in the Statement of Work.

Weekly inspections will be made by UTA Facilities personnel to verify that work is completed as required. Inspections will be done as determined to be necessary by the Facilities Maintenance Manager, or his designated representative (the Inspector), and may be made based upon the Contractor’s performance throughout the contract. Inspections may

be scheduled or unscheduled.

Invoice deductions will be made for services not received. Calculation will be based on the number of weeks per location per month and the Pay Element item not performed at the close of the workday, as specified for each location (see example A & B, below). The percentage shown will be deducted from the amount paid for that line item for the work not complete. The task is either complete, or not complete.

EXAMPLE A:

Central Division requires six days of service per week. At the weekly inspection period on 11 August 2022, the Contractor failed to wash the walls in the restroom. The monthly contract amount for cleaning Central is **\$5,000.00**. The specified percentage value of the Pay Element to clean restrooms is **25%**. August 2022 is a **4-week** month.

Calculation of deductions: $5000 \times .25 / 4 = \mathbf{\$312.50}$ deduction

If the Contractor completes half of the task before he goes home, the deduction is still \$312.50. If the contractor fails to wash the walls in the restrooms for three or four weeks, the deduction from the monthly invoice would be \$937.50.

EXAMPLE B:

Ogden requires five days of service per week. At the weekly inspection period on 11 August 2022 **and** 18 August 2022, the Contractor failed to clean the tables and chairs in the break room. The monthly amount for cleaning Ogden is **\$3,500.00**. The specified percentage value of the Pay Element is **25%**. August 2022 is a **4-week** month.

Calculation of deductions: $3500 \times .25 / 4 \times 2 = \mathbf{\$437.50}$ deduction

Invoice deductions will be made at the discretion of the Facilities Maintenance Manager based on each situation encountered. Deductions will be fully documented and processed through the Manager of Purchasing and Materials.

10. Testing of Products

UTA reserves the right to request samples to evaluate performance and product composition.

Samples submitted shall be the same product and formulation to be provided under the contract.

Samples will be at no cost to UTA and must be accompanied by an MSDS.

11. Material Safety Data Sheets (MSDS)

1. Any and all Material Safety Data Sheets (MSDS) applicable to any item or product called for under this proposal or required for use on UTA property as a result of this proposal, must be submitted either with the contractor's proposal, or prior to the bid opening date under a separate cover letter, for approval.
2. No product will be delivered to UTA or used on UTA property without prior approval by UTA, no contract will be awarded without this approval. A contractor's failure to submit an MSDS with their proposal may render their proposal non-responsive for that item.

3. MSDS's must be complete; products or materials will be approved or disapproved for use by UTA or on UTA property because of their review.

12. Staffing Plan:

Contractor will provide a Project Manager for all UTA facilities. At each location contractor will have a Building Manager, smaller facilities will have a Lead Person. The managers will be responsible for:

- Payroll and time sheet monitoring
- Quality Control Inspections
- Dispensing of keys
- Dispensing of badges
- Dispensing of supplies
- Overseeing all training and proper use of cleaning equipment and supplies
- Monitoring of the care and maintenance of all equipment

Contractor shall provide the Janitorial staffing for the job is as follows:

- Meadowbrook: 1 supervisor, 2 cleaners, and 1 day porter
- Riverside: 1 cleaner and 1 day porter
- Central: 1 cleaner and 1 day porter
- New Central: 1 cleaner and 1 day porter
- Police Bldg: 1 cleaner
- Mobility Center: 1 Cleaner and 1 day porter
- Roadhouse: 1 cleaner
- Mt. Ogden Division: 1 cleaner and 1 day porter
- Ogden Transit Center: 1 cleaner and 1 day porter
- Midvale Rail Service Center: 1 supervisor, 1 cleaner, and 1 day porter
- Jordan River Rail Service: 1 supervisor, 10 cleaners, and 1 day porter
- Jordan River Rail Service Bldg 2: 1 cleaner
- Jordan River Rail Service Bldg 3: 1 cleaner
- Beck Street Bldg: 1 cleaner every Monday
- FLHQ Headquarters: 1 full-time supervisor, 5 cleaners, and 1 day porter

Total for whole contract is 5 supervisors, 31 cleaners, and 10 day porters.

13. Additional services will include but not limited to:

1. Meadowbrook Division
 - The Guard Shack is to be cleaned as indicated under "Office Areas" as part of building 1.
2. Mobility Center
 - Service includes the Physical Ability area in the rear of the building. Service I the area is to sweep and mop the concrete floors once a week and clean the ramps, doors, and walls once a month.
3. Central Division

- The Main Building includes the guard shack next to the street entrance, the two sign-out rooms in the driveway and the portable building.
4. Midvale Center
- All main and second floor offices, conference rooms, hallways, stairways, stairwells, restrooms, break rooms, fit factory and control room are included in the north main office area.
 - Cleaning of the windows in the upstairs control room is for inside cleaning only.
 - The inside of the elevator will be vacuumed and wiped down daily to remove fingerprints, grease, etc.
 - The deck, hallway, and stairways east of the office areas next to the shop will be swept daily and mopped and scrubbed weekly (day as agreed to). UTA will provide the scrubbers necessary to do the scrubbing in these areas. Cleaning will include the railings on the second story deck.
 - The office areas in the electronics room upstairs require cleaning as an office area.
 - The conference room/library and two offices upstairs at the south end of the building require cleaning as an office area.
 - The entryways and outside break areas require upkeep to include emptying trash, sweeping, and wiping down tables, etc.
 - The downstairs lunchroom at the south end of the building is included (UTA will maintain the inside of the refrigerators and microwaves).
 - The downstairs restrooms on the south end of the building are included.
 - The Facilities Maintenance offices are included.
 - All drinking fountains are to be cleaned and disinfected daily.
 - All doors are to be wiped down daily.
 - The Purchasing and Parts Supervisor's offices are included (not the parts room).
 - The personnel lockers on the southeast side of the center building structure just north of the lunchroom shall be wiped down daily. The area around and within ten feet of both ends and out to the track shall be swept daily.
 - The men's restroom on the west side of the parts room, next to the exit is included.
 - In the south building 2, restrooms, and walking space in front of the office are included. The concrete walking space floors are to be swept and mopped daily. The south building is the building south and west of the main building west of the main entry road. This area needs to be included in the day porter tasks.

EXHIBIT B
Pricing and Payment

This Contract will not exceed \$5,532,995.86 for five (5) years for all services and efforts as described in the Scope of Work and Contract above with the detailed pricing below. The additional option years shall not exceed \$1,128,171.36 for the first option year and \$1,162,0165.50 for the second option year.

UTA will pay for these services each month after approval of monthly invoices. An invoice for work completed shall be submitted monthly by the Consultant to the UTA Accounts Payable department.

DIVISION	LOCATION	Est. Sqft. *	Monthly Totals	1st Option Year Totals	2nd Option year Totals
Meadowbrook Division	Building 1 & Guard Shack	200,000	\$ 3,198.00	\$ 3,293.94	\$ 3,392.76
	Maintenance Building 3	20,000	\$ 1,788.00	\$ 1,841.64	\$ 1,896.89
	Fuel Island Building 4	250	\$ 566.00	\$ 582.98	\$ 600.47
	Wash Bay Building 5	150	\$ 566.00	\$ 582.98	\$ 600.47
	Operations Building 7	7,580	\$ 1,361.00	\$ 1,401.83	\$ 1,443.88
	Support Maintenance Building 8	37,000	\$ 2,239.00	\$ 2,306.17	\$ 2,375.36
Central Division	Select Offices	9,040	\$ 1,821.00	\$ 1,875.63	\$ 1,931.90
	New Central	42,000	\$ 2,674.00	\$ 2,754.22	\$ 2,836.85

Police Building		6,500	\$ 1,475.00	\$ 1,519.25	\$ 1,564.83
Mobility Center		13,265	\$ 2,299.00	\$ 2,367.97	\$ 2,439.01
		3430 (Records Area)			
Roadhouse		1,460	\$ 570.00	\$ 587.10	\$ 604.71
Mt. Ogden Division	Select Areas	6,550	\$ 1,798.00	\$ 1,851.94	\$ 1,907.50
Ogden Transit Center		7,689	\$ 1,689.00	\$ 1,739.67	\$ 1,791.86
Midvale Rail Service Center	Select Areas	13,447 83,498 Bldg 2 13,920	\$ 6,050.00	\$ 6,231.50	\$ 6,418.45
	Building 3 Paint Shop	200	\$ 6,280.00	\$ 6,468.40	\$ 6,662.45
Jordan River Rail Service Center (JRRSC)		279,000	\$ 21,284.00	\$ 21,922.52	\$ 22,580.20
	JRRSC Bldg 2	12800 (Office Area)			
		40000 (Shop Area, when occupied Trash Cans only)	\$ 1,023.00	\$ 1,053.69	\$ 1,085.30
Fire House (JRRSC 3)		4,200	\$ 768.00	\$ 791.04	\$ 814.77
Warm Springs Rail Service Center		140,907	\$ 9,912.00	\$ 10,209.36	\$ 10,515.64
Beck Street Building		4,440	\$ 132.00	\$ 135.96	\$ 140.04
Frontline Headquarters (FLHQ)		100,000	\$ 12,789.00	\$ 13,172.67	\$ 13,567.85
	Building 5 (CNG)	1,200	\$ 1,009.00	\$ 1,039.27	\$ 1,070.45

Timpanogos	Building 1	5,880 total for the campus	\$ 4,374.00	\$ 4,505.22	\$ 4,640.38
	Building 2				
	Building 3				
	Building 7				
	Building 9				
	Trailer 1				
	Trailer 2				
BRT Offices					
Provo FR Hub	Customer Service/ Police Office/ Operator Breakroom	2,200	\$ 1,838.00	\$ 1,893.14	\$ 1,949.93
Salt Lake Intermodal		3,024	\$ 640.00	\$ 1,893.14	\$ 1,949.93
Riverside	Building 1	6,400	\$ 992.00	\$ 1,021.76	\$ 1,052.41
	Building 3	26,000	\$ 713.00	\$ 734.39	\$ 756.42
	Building 4	1,600	\$ 230.00	\$ 236.90	\$ 244.01
		Monthly Totals	\$ 90,078.00	\$ 94,014.28	\$ 96,834.71
Special Request: Stripping and waxing floors, gum removal, etc	Hourly rate (As needed)	\$ 39.50	Years 1-3	1st Option Year	2nd Option Year
			\$ 1,080,936.00	\$ 1,128,171.36	\$ 1,162,016.50