Utah Transit Authority

Board of Trustees

REGULAR MEETING AGENDA

669 West 200 South
Salt Lake City, UT 84101

Wednesday, January 25, 2023 **9:00 AM** **FrontLines Headquarters**

The UTA Board of Trustees will meet in person at UTA FrontLines Headquarters (FLHQ) 669 W. 200 S., Salt Lake City, Utah.

For remote viewing, public comment, and special accommodations instructions, please see the meeting information following this agenda.

1.	**Call to Order and Opening Remarks**	Chair Carlton Christensen
2.	**Pledge of Allegiance**	Chair Carlton Christensen
3.	**Safety First Minute**	Alisha Garrett
4.	**Public Comment**	Chair Carlton Christensen
5.	**Consent**	Chair Carlton Christensen
	a. Approval of January 11, 2023 Board Meeting Minutes	
6.	**Reports**	
	a. Executive Director's Report - Employee Memorial - Andrew Bates - Transit Day on the Hill - State Recognition - Dale Brady - 2022 Ridership	Jay Fox
	b. Government Relations and Legislative Update	Shule Bishop
	c. Pension Committee Report	Jeff Acerson
7.	**Contracts, Disbursements and Grants**	
	a. Contract: Bus Stop Shelter Procurement (Brasco International, Inc.)	Nichol Bourdeaux David Hancock G.J. LaBonty
	b. Contract: Secondary (Disaster Recovery) Data Center Server and Data Storage Replacement (CVE Technologies Group, Inc.)	Kyle Brimley

c.	Contract: Task Ordering Agreement for TOD Station Area Planning Consultant Pool B (Mott MacDonald, LLC)	Jordan Swain
d.	Contract: Forty Foot Bus Order Through Piggyback on Washington State Contract (Gillig, LLC)	Kyle Stockley Jesse Rogers
e.	Change Order: Electric Buses and Charging Equipment 2nd Order for Charging Equipment (Gillig, LLC)	Hal Johnson Jesse Rogers
f.	Change Order: Retirement Plan Services Agreement Modification No. 001 - Term Extension (Milliman, Inc.)	Kim Shanklin Bill Greene Mike Bell
g.	Change Order: Investment Management Agreement Modification No. 002 - Term Extension (Cambridge Associates, LLC)	Kim Shanklin
h.	Change Order: TIGER Program Change Order No. 74 - Provo Overhead Pedestrian Bridge Project Cost Increase (Granite Construction)	Grey Turner

8. Budget and Other Approvals

a.	UTA Policy - UTA.05.04 Administrative Employee Compensation Program	Kim Shanklin
b.	TBA2023-01-01 - Technical Budget Adjustment - FTE Request for Facilities Development Team	Bill Greene Paul Drake

9. Discussion Items

a.	Station Area Plans - Farmington Frontrunner - 1300 South TRAX - Lehi Frontrunner	Paul Drake Jordan Swain
b.	2023-2027 UTA Five-Year Service Plan Final Draft Update	Eric Callison Megan Waters
c.	Discretionary Grants Update	Tracy Young Alma Haskell

10. Other Business Chair Carlton Christensen

a. Next Meeting: Wednesday, February 8th, 2023 at 9:00 a.m.

11. Adjourn Chair Carlton Christensen

Meeting Information:

- Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting adacompliance@rideuta.com or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.
- Meeting proceedings may be viewed remotely through the meeting portal link on the UTA Board Meetings page - https://www.rideuta.com/Board-of-Trustees/Meetings
- In the event of technical difficulties with the remote live-stream, the meeting will proceed in person and in compliance with the Open and Public Meetings Act.
- Public Comment may be given live during the meeting by attending in person at the meeting location OR by joining the remote Zoom meeting below.
    - Use this link-https://rideuta.zoom.us/webinar/register/WN_lNV3eCDsQY2mouVfKPUFQg and follow the instructions to register for the meeting (you will need to provide your name and email address).
    - Sign on to the Zoom meeting through the URL provided after registering
    - Sign on 5 minutes prior to the meeting start time.
    - Use the "raise hand" function in Zoom to indicate you would like to make a comment.
    - Comments are limited to 3 minutes per commenter.
- Public Comment may also be given through alternate means. See instructions below.
    - Comment online at https://www.rideuta.com/Board-of-Trustees
    - Comment via email at boardoftrustees@rideuta.com
    - Comment by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – specify that your comment is for the board meeting.
    - Comments submitted before 2:00 p.m. on Tuesday, January 24th will be distributed to board members prior to the meeting.
- Members of the Board of Trustees and meeting presenters will participate in person, however trustees may join electronically as needed with 24 hours advance notice.
- Motions, including final actions, may be taken in relation to any topic listed on the agenda.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 1/25/2023

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

TITLE:

Approval of January 11, 2023 Board Meeting Minutes

AGENDA ITEM TYPE:
Minutes

RECOMMENDATION:
Approve the minutes of the January 11 , 2023, Board of Trustees meeting

BACKGROUND:
A meeting of the UTA Board of Trustees was held in person at UTA Frontlines Headquarters and broadcast live via the UTA Board Meetings page on Wednesday January 11, 2023 at 9:00 a.m. Minutes from the meeting document the actions of the Board and summarize the discussion that took place in the meeting. A full audio recording of the meeting is available on the Utah Public Notice Website <https://www.utah.gov/pmn/sitemap/notice/804357.html> and video feed is available through the UTA Board Meetings page <https://rideuta.com/Board-of-Trustees/Meetings>.

ATTACHMENTS:
1. 2023-01-11_BOT_Minutes_unapproved

Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Wednesday, January 11, 2023 **9:00 AM** **FrontLines Headquarters**

Present: Chair Carlton Christensen
Trustee Beth Holbrook
Trustee Jeff Acerson

Also attending were UTA staff and interested community members.

1. Call to Order and Opening Remarks

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

2. Pledge of Allegiance

Attendees recited the Pledge of Allegiance.

3. Safety First Minute

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

4. Public Comment

No in-person public comment was given, and no online public comment was received in advance of the meeting.

5. Consent

a. Approval of December 21, 2022 Board Meeting Minutes

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

6. Reports

a. Executive Director's Report

- **Apprenticeship Program**
- **Operator Tribute - Flamminio Di Sera**
- **Operator Tribute - Dale Brady**

Route 209

Jay Fox, UTA Executive Director, spoke about the success of adjustments to route 209 in The Avenues area in Salt Lake City. Ridership on the route is up 34% on weekdays,

66% on Saturdays, and 144% on Sundays since the August 2022 change day. Mr. Fox noted it typically takes nearly two years when frequency is increased to see the ridership growth route 209 is experiencing. The route is currently the third top-performing bus route in Salt Lake City, with an average of over 2,300 weekday riders.

Apprenticeship Program

Mr. Fox was joined by Kim Shanklin, UTA Chief People Officer, Stacey Palacios, UTA Manager of Training & Development, and Mitch Holmes, UTA Maintenance Apprentice Training Administrator. Ms. Palacios spoke about the commuter rail apprenticeship program, which is anticipated to be approved by the Department of Labor in the near future. She thanked employees and union representatives for their assistance in standing up the program.

Operator Tribute - Flamminio Di Sera

Mr. Fox was joined by Cherryl Beveridge, UTA Chief Operating Officer; Andres Colman, UTA Regional General Manager - Salt Lake Business Unit; Dalan Taylor, UTA Chief of Police & Public Safety Manager; and Thad Golding, UTA Assistant Manager of Service Delivery. Mr. Golding recognized UTA Operator Flamminio Di Sera for providing special assistance to an unhoused rider with disabilities.

Operator Tribute - Dale Brady

Mr. Fox was joined by Ms. Beveridge, Mr. Colman, and Connie Mason, UTA Operations Supervisor. Ms. Beveridge recognized UTA Operator Dale Brady for achieving the remarkable milestone of driving a bus 4 million miles accident free. He is the first UTA operator in the history of the agency to do this.

Ms. Beveridge yielded the floor to Mr. Brady, who recognized his friend and colleague of 46 years, UTA Operator Art LeFevre, for his zealous effort to achieve the same milestone. After Mr. LeFevre's passing in July 2022, Mr. Brady drove extra miles and credited them to Mr. LeFevre so they could receive their 4-million-mile safety award together.

Chair Christensen called for a break at 9:45 a.m.

The meeting reconvened at 9:52 a.m.

b. Financial Report - November 2022

Brad Armstrong, UTA Director of Budget & Financial Strategy, was joined by Daniel Hofer, UTA Director of Capital Assets & Project Controls. Mr. Armstrong reviewed the financial dashboard, sales tax revenue, sales tax collections by county, passenger revenues, and operating financial results. Mr. Hofer discussed capital spending and project variance, including spending and variance by project type. He also provided project highlights on the Meadowbrook flooring upgrade.

Discussion ensued. A question on electricity costs for charging buses was posed by the board and answered by staff.

7. Resolutions

a. R2023-01-01 Resolution Designating Authorized Users for Utah Public Treasurers' Investment Fund Accounts

Troy Bingham, UTA Comptroller, summarized the resolution, which updates the list of personnel authorized to access and manage funds in the agency's Utah Public Treasurers' Investment Fund (PTIF) account.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

8. Contracts, Disbursements and Grants

a. Contract: Employee Assistance Program Services (Bloomquist Hale Consulting Group)

Ann Green-Barton, UTA Director of Total Rewards, requested the board approve a contract with Blomquist Hale Consulting Group for employee assistance program services. The contract has a three-year base term with two additional option years. The total not-to-exceed value of the contract, including the option years, is $568,146.

Discussion ensued. A question on employee feedback on provided services was posed by the board and answered by Ms. Green-Barton.

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

b. Contract: Recruitment Advertising Services (Bayard Advertising Agency, Inc.)

Greg Gerber, UTA Director of Talent Acquisition, requested the board approve a contract with Bayard Advertising Agency, Inc. for recruitment advertising services. The contract has a two-year base term with three additional option years. The total contract value, including the option years, is $2,500,000.

Discussion ensued. A question on the advertising approach to recruiting was posed by the board and answered by Mr. Gerber.

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

c. Change Order: TIGER Program Change Order No. 73 - 300 North Salt Lake City Overhead Pedestrian Bridge Elevator Structure Modifications (Granite Construction)

[Note: The Transportation Investment Generating Economic Recovery (TIGER) program of projects consists of multiple community betterment projects, including the

pedestrian bridge elevator structure discussed in today's meeting.]

Grey Turner, UTA Manager of Civil Engineering & Design, requested the board approve a $318,069.42 change order to the contract with Granite Construction for modifications on the 300 North Salt Lake City overhead pedestrian bridge elevator structure. More specifically, the change order relates to paint requirements for the structural steel installed on the project and is the first of three subdivided parts of a Direction or Authorization to Proceed (DAP) in the amount of $520,036.79 that was discussed with the board as an informational item in its September 14, 2022 board meeting. The DAP amount was later reduced to $462,641.

Discussion ensued. Questions on paint requirements were posed by the board and answered by Mr. Turner.

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

9. Service and Fare Approvals

a. Promotional Fare Request: 2023 UTA On Demand Service

Jaron Robertson, UTA Acting Planning Director, was joined by Shaina Quinn, UTA Program Manager - Innovative Mobility Solutions. Ms. Quinn reviewed the On Demand fare structure and promotions for 2022 and provided data on payment methods and promotion utilization. She recommended the board approve the continuation of select promotions in 2023 (i.e., multi-rider +1 trial, referral credits, and new rider) on an as-needed basis. The promotions will have an estimated fiscal impact of $60,000 for the year. She also recommended the board discontinue the new rider promotions in south Salt Lake County and on the Salt Lake City west side.

Discussion ensued. Questions on the multi-rider +1 promotion, paper ticket data, referral link features, and rider costs were posed by the board and answered by staff. Chair Christensen suggested adding a "share a link" feature in the app for people who are interested in referring others to the service via social media.

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

b. Complimentary Service: 2023 NBA All-Star Game Service Plan

Nichol Bourdeaux, UTA Chief Planning & Engagement Officer, was joined by Steve Wright, UTA Chief Communications Officer, and Ms. Beveridge. Ms. Beveridge and Ms. Bourdeaux delivered a joint presentation in which they discussed visitor and economic impact estimates for the 2023 National Basketball Association (NBA) All-Star Game, which is being held in Salt Lake City in February 2023, and outlined the schedule of related public, employee, and TRAX activation events.

They spoke about UTA's event coordination efforts, including efforts with external

partners, and provided information on the agency's service plan to support the game and associated activities. Approximately 2,300 hours of additional complimentary service are proposed for the community between February 14 and February 21, 2023.

They noted this level of increased service is only sustainable for a short time window due to the current labor shortage and reviewed service reduction scenarios that could be implemented if necessary.

The presentation concluded with details about the UTA communications plan for the event.

Discussion ensued. Questions on transportation coordination efforts, public communications plans, service reduction triggers, and advertising affordable events for community members were posed by the board and answered by staff. The trustees had several recommendations for staff, including:

-Increasing recruitment advertising during the NBA All-Star Game week
-Providing information about the various events to community far enough in advance so community members can plan for and participate in activities
-Communicating information that will maximize the experience for UTA employees and community members, including providing information to the public on low-cost events taking place during the NBA All-Star Game week
-Coordinating Salt Lake City complimentary service with ski service when possible

Ms. Bourdeaux committed to providing the board with more information on the transit analyses underway in Big and Little Cottonwood canyons.

Mr. Fox committed to report back to the board on data regarding UTA service and public participation during the NBA All-Star Game events.

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

10. Discussion Items

a. Overview of UTA's Total Rewards Package

Ms. Green-Barton described the benefits included in the UTA total rewards package, such as compensation, health and wellness, paid time off, retirement, and other elements (i.e., education assistance, free transit passes, etc.), and highlighted related 2023 initiatives.

Discussion ensued. Questions on efforts to educate employees about the total rewards package, availability of insurance to supplement Medicare for retirees, and potential for providing childcare benefits were posed by the board and answered by Ms. Green-Barton. Chair Christensen opined on the benefits of secondary health insurance.

b. 2023 Capital Budget Amendment #1

Bill Greene, UTA Chief Financial Officer, participated in the meeting via Zoom. He was joined by Mary DeLoretto, UTA Chief Service Development Officer; Paul Drake, UTA Director of Real Estate & Transit-Oriented Development; and Mr. Hofer. Mr. Hofer summarized the amendment, which adds $11 million to the Ogden/Weber State (OGX) Bus Rapid Transit (BRT) project and corrects a budget preparation oversight by recognizing additional funding available to the project. Mr. Hofer noted the additional funding request is supported in its entirety through new and existing grants or local partner participation and will have no impact on UTA's fund balance in UTA's 2023 final budget.

11. Other Business

a. Next Meeting: Wednesday, January 25th, 2023 at 9:00 a.m.

12. Closed Session

a. Strategy Session to Discuss Collective Bargaining

Chair Christensen indicated there were matters to be discussed in closed session relative to collective bargaining. A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, for a closed session. The motion carried by a unanimous vote and closed session convened at 11:44 a.m.

13. Open Session

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, to return to open session. The motion carried by a unanimous vote.

Chair Christensen left the meeting following closed session. He asked Trustee Holbrook to chair the remainder of the meeting, which reconvened in open session at 12:09 p.m.

14. Adjourn

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, to adjourn the meeting. The motion carried by a majority vote and the meeting adjourned at 12:10 p.m.

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

This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials, audio, or video located at <https://www.utah.gov/pmn/sitemap/notice/804357.html> for entire content.

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

Approved Date:

_____

Carlton J. Christensen
Chair, Board of Trustees

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 1/25/2023

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

TITLE:

Executive Director's Report

- **Employee Memorial - Andrew Bates**
- **Transit Day on the Hill**
- **State Recognition - Dale Brady**
- **2022 Ridership**

AGENDA ITEM TYPE:
Report

RECOMMENDATION:
Informational report for discussion

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

- Employee Memorial - Andrew Bates
- Transit Day on the Hill
- State Recognition - Dale Brady
- 2022 Ridership

669 West 200 South
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Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 1/25/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Shule Bishop, Government Relations Director
PRESENTER(S): Shule Bishop, Government Relations Director

TITLE:

Government Relations and Legislative Update

AGENDA ITEM TYPE:
Report

RECOMMENDATION:
Informational report for discussion. Make motions regarding UTA positions on Legislation as needed.

BACKGROUND:
The Utah State Legislature is currently in session. Lawmakers propose and discuss legislation that impacts or is of interest to the Utah Transit Authority.

DISCUSSION:
The Government Relations Director will give a report on transit-related issues before the Utah Legislature.

ATTACHMENTS:
None

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 1/25/2023

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

TITLE:

Pension Committee Report

AGENDA ITEM TYPE:
Report

RECOMMENDATION:
Informational report for discussion

DISCUSSION:
The Pension Committee met on January 19, 2023 . Trustee Jeff Acerson is Chair of the Pension Committee and will provide an update on Pension Committee activities.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 1/25/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Nichol Bourdeaux, Chief Planning and Engagement Officer
PRESENTER(S):	Nichol Bourdeaux, Chief Planning and Engagement Officer Dave Hancock, Director Capital Development G.J. LaBonty, Manager Customer Experience

TITLE:

Contract: Bus Stop Shelter Procurement (Brasco International, Inc.)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve contract and authorize Executive Director to execute the contract and associated disbursements with Brasco International, Inc. for 4 years at a not-to-exceed price of $2,545,300, noting that a 5th option year will require additional board approval.

BACKGROUND:
Because of the expansive inventory of more than 6,300 bus stops, stops are most often public's first impression of UTA and its presence in the community. This is true whether or not people ride transit. Bus stops are ubiquitous from suburban neighborhoods to downtown cores. UTA's objective is to make bus stops a positive contribution to the community, both for riders and people who host them in their neighborhoods. Bus stops should contribute to the streetscape and be a place where all riders can obtain transit related information. Stops should be a community asset as well and provide easy, intuitive access to transit service for people of all ages and abilities.

DISCUSSION:
This project is anticipated be for four (4) years with a one (1) year option. The expectation is that the delivery of the bus shelters will be in the timeliest manner possible from the date of order. This delivery schedule will also be used as part of the evaluation of the technical qualifications of the vendor. No pricing for the option year is included in the contract. Therefore, if UTA elects to exercise the option year, the option exercise will come back for Board approval if the amount exceeds required Board approval thresholds.

Staff estimates that approximately twenty (20) shelters will be purchased per year.

CONTRACT SUMMARY:

Contractor Name:	Brasco International, Inc.
Contract Number:	22-03601CG
Base Contract Effective Dates:	January 25, 2023 - November 30, 2026
Extended Contract Dates:	NA
Existing Contract Value:	$2,545,300
Amendment Amount:	NA
New/Total Contract Value:	$2,545,300
Procurement Method:	RFP - Best Value
Budget Authority:	2023-2027 5-Year Capital Budget

ALTERNATIVES:

These shelters will be part of a larger inventory of existing shelters in the UTA system. For consistency with parts and maintenance, it is not recommended to pursue any alternative solutions at this time

FISCAL IMPACT:

In addition to the procurement of the shelters, there are initial installation costs and ongoing O&M costs from our Facilities team with each new shelter installed

ATTACHMENTS:

Contract 22-03601CG

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GOODS AND SERVICES SUPPLY AGREEMENT

UTA CONTRACT #22-03601CG
UTA Bus Stop Shelter Order

THIS GOODS AND NON-PROFESSIONAL SERVICES SUPPLY AGREEMENT ("Contract") is entered into and made effective as of the date of last signature below. ("Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and Brasco International, INC (the "Contractor").

RECITALS

WHEREAS, on 08/05/2022, UTA received competitive proposals to provide UTA Bus Stop Shelter Order and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation (the "Goods and Services") according to the terms, conditions and specifications prepared by UTA in 22-03601CG UTA Bus Stop Shelter Order (the "RFP"); and

WHEREAS, UTA wishes to procure the Goods and Services according to the terms, conditions and specifications listed in the RFP (as subsequently amended through negotiation by the parties); and

WHEREAS, the 22-03601CG Brasco International, INC proposal submitted by the Contractor in response to the RFP ("Contractor's Proposal) was deemed to be the most advantageous to UTA; and

WHEREAS, Contractor is willing to furnish the Goods and Services according to the terms, conditions and specifications of the Contract.

AGREEMENT

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

1. **GOOD AND SERVICES TO BE PROVIDED BY CONTRACTOR**

   Contractor hereby agrees to furnish and deliver the Goods and/or Services in accordance with the Contract as described in Exhibit A (Statement of Work or Services) (including performing any installation, testing commissioning and other Services described in the Contract).

2. **TERM**

   This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for an initial four-year period expiring November 30, 2026. UTA may, at its sole election and

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in its sole discretion, extend the initial term for up to one additional one-year option period, for a total Contract period not to exceed five (5) 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.

COMPENSATION AND FEES

UTA shall pay Contractor in accordance with the payment milestones or other terms described in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be invoiced after the Goods have been delivered and the Services have been performed. In no event shall advance payments be made.

3. **INCORPORATED DOCUMENTS**

a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:

1. The terms and conditions of this Goods and Services Supply Agreement (including any exhibits and attachments hereto).

2. Contractor's Proposal including, without limitation, all federal certifications (as applicable);

3. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services;

b. The above-referenced documents are made as fully a part of the Contract as if hereto attached or herein repeated. The Contract (including the documents listed above) constitute the complete contract between the parties.

4. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

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

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

5. **LAWS AND REGULATIONS**

Contractor and any and all Goods and/or Services furnished under the Contract will comply fully with all applicable Federal and State laws and regulations, including those related to safety and environmental protection. Contractor shall also comply with all applicable licensure and certification requirements.

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6. **INSPECTION, DELIVERY AND TRANSFER OF TITLE**

a. Upon UTA's request, UTA's representative shall be provided access to Contractor's facilities to obtain information on production progress and to make inspections during the manufacturing or assembly process. Contractor will make reasonable efforts to obtain, for UTA, access to subcontractor facilities for the purposes described above. If the specifications include pre-shipment inspection requirements, Goods shall not be shipped until UTA or its designee has inspected the Goods, and authorized Contractor to proceed with the shipment.

b. Delivery of the Goods is a substantial and material consideration under the Contract. Unless otherwise specifically set forth in the pricing schedule: (i) Contractor shall be solely responsible for the delivery of the Goods FOB to the delivery point specified in the Contract (or otherwise designated by UTA) and all costs related thereto are included in the pricing; and (ii) Contractor shall retain all liabilities and risk of loss with respect to the Goods until the Goods are delivered to, and accepted by, UTA.

c. After delivery, the Goods shall be subject to inspection, testing and acceptance by UTA, including any testing or commissioning process described in the specifications. UTA shall have the right to reject any Goods or Services that are defective or do not conform to the specifications or other Contract requirements. Goods or Services rejected shall be replaced, repaired or re-performed so as to conform to the Contract (and to UTA's reasonable satisfaction). If Contractor is unable or refuses to correct such Goods within a time deemed reasonable by UTA, then UTA may cancel the order in whole or in part. Any inspection and testing performed by UTA shall be solely for the benefit of UTA. Neither UTA's inspection of the production processes, production progress and/or Goods or Services (nor its failure to inspect) shall relieve Contractor of its obligations to fulfill the requirements of the Contract, or be construed as acceptance by UTA.

d. Contractor warrants that title to all Goods covered by an invoice for payment will pass to UTA no later than the time of payment. Contractor further warrants that upon submittal of an invoice for payment, all Goods and/or Services for which invoices for payment have been previously issued and payments received from UTA shall be free and clear of liens, claims, security interests or encumbrances in favor of Contractor or any subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided equipment, materials, and labor related to the equipment and/or work for which payment is being requested.

7. **INVOICING PROCEDURES**

a. Contractor shall invoice UTA after delivery of all Goods and satisfactory performance of all Services. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:

i. Contractor Name
ii. Unique Invoice Number
iii. PO Number

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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.

8. **WARRANTY OF GOODS AND SERVICES**

a. Contractor warrants that all Goods (including hardware, firmware, and/or software products that it licenses) and Services shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further warrants that all Goods and Services shall be of the quality specified, or of the best grade if no quality is specified, and, unless otherwise provided in the Contract, will be new, and free from defects in design, materials and workmanship.

b. Contractor warrants that all Goods and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.

c. At any time for a period of two (2) years from the date that all Goods have been delivered and all Services have been performed in accordance with the Contract, Contractor shall at its own expense promptly repair, replace and/or re-perform any Goods or Services that are defective or in any way fail to conform to the Contract requirements.

d. If Contractor fails to promptly make any repair, replacement or re-performance as required herein, UTA may conduct the necessary remedial work at Contractor's expense. Contractor cannot void the warranty for repair, replacement or re-performance performed under these circumstances. Provided that such repair, replacement or re-performance is conducted in a reasonable manner and with workmanship and care consistent with industry standards, Contractor shall reimburse UTA for the cost of any warranty repair, replacement or re-performance self-performed by UTA.

e. The foregoing warranties are not intended as a limitation, but are in addition to all other express warranties set forth in the Contract and such other warranties as are implied by law, custom, and usage of trade. Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to the Contract unless otherwise specified and mutually agreed upon elsewhere in the Contract. In general, Contractor warrants that: (1) the Good will do what the salesperson said it would do, (2) the Good will live up to all specific claims

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that the manufacturer makes in their advertisements, (3) the Goods will be suitable for the ordinary purposes for which such items are used, (4) the Goods will be suitable for any special purposes that UTA has relied on Contractor's skill or judgment to consider when it advised UTA about the Good, (5) the Goods have been properly designed and manufactured, and (6) the Goods are free of significant defects or unusual problems about which UTA has not been warned. Nothing in this warranty will be construed to limit any rights or remedies UTA may otherwise have under the Contract.

9. **OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT**

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

10. **GENERAL INDEMNIFICATION**

Contractor shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") related to bodily injury, including death, or loss or damage to tangible 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.

11. **INSURANCE REQUIREMENTS**

Standard Insurance Requirements

The insurance requirements herein are minimum requirements for this Contract and in no way

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

   Workers' Compensation Statutory

   Employers' Liability

   Each Accident $100,000

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

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

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

4. Professional Liability (Errors and Omissions Liability)

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

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

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

5. Railroad Protective Liability Insurance (RRPLI) – Remove this section if not applicable

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 Licensee and/or Licensee's 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 Licensee and/or Licensee's 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 Consultant. Insurance limits indicated in this agreement are minimum

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limits. Larger limits may be indicated after the consultant's assessment of the exposure for this contract; for their own protection and the protection of UTA.

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be sent to insurancecerts@rideuta.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

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

F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than $1,000,000 per occurrence / $2,000,000 aggregate. Sub-contractors maintaining

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separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-contractor policies.

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

12. **OTHER INDEMNITIES**

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

b. Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or claims made or filed against UTA on account of any Goods or Services furnished by subcontractors of any tier; and (ii) keep UTA property free and clear of all liens or claims arising in conjunction with any Goods or Services furnished under the Contract by Contractor or its subcontractors of any tier. If any lien arising out of the Contract is filed in conjunction with any Goods or Services furnished under the Contract, Contractor, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. 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.

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c. Contractor will defend, indemnify and hold UTA, its officers, agents and employees harmless from liability of any kind or nature, arising from Contractor's use of any copyrighted or un-copyrighted composition, trade secret, patented or un-patented invention, article or appliance furnished or used in the performance of the Contract.

13. **INDEPENDENT CONTRACTOR**

The parties agree that Contractor, in the carrying out of its duties hereunder, is an independent contractor and that neither Contractor nor any of its employees is or are agents, servants or employees of UTA. Neither Contractor nor any of Contractor's employees shall be eligible for any workers compensation insurance, pension, health coverage, or fringe benefits which apply to UTA's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by UTA on behalf of Contractor or the employees of Contractor. Contractor acknowledges that it shall be solely responsible for payment of all payrolls, income and other taxes generally applicable to independent contractors.

14. **STANDARD OF CARE.**

Contractor shall perform any Services to be provided under the Contract in a good and workmanlike manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated independent contractors (including, as applicable, professional standards of care).

15. **USE OF SUBCONTRACTORS**

a. Consultant shall give advance written notification to UTA of any proposed subcontract (not indicated in Consultant's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subcontractors, such approval not to be withheld unreasonably.

b. No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.

c. Consultant shall be solely responsible for making payments to subcontractors, and such payments shall be made within thirty (30) days after Consultant receives corresponding payments from UTA.

d. Consultant shall be responsible for and direct all Work performed by subcontractors.

e. Consultant agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Consultant further agrees that all subcontracts shall comply with all applicable laws

16. **CONTRACTOR SAFETY COMPLIANCE**

UTA is an ISO 14001 for Environmental Management Systems, ISO 9001 Quality and Performance Management, and OSHAS 18001 safety systems Management Company. Contractor, including its employees, subcontractors, authorized agents, and representatives, shall comply with all UTA and industry safety standards, NATE, OSHA, EPA and all other State and Federal regulations, rules and guidelines pertaining to safety, environmental Management and will be solely responsible for any fines, citations or penalties it may receive or cause UTA to receive pursuant to this Contract. Each employee,

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contractor and subcontractor must be trained in UTA EMS and Safety Management principles. Contractor acknowledges that its Goods and Services might affect UTA's Environmental Management Systems obligations. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA

17. **ASSIGNMENT OF CONTRACT**

Contractor shall not assign any of its rights or responsibilities, nor delegate its obligations, under this Contract or any part hereof without the prior written consent of UTA, and any attempted transfer in violation of this restriction shall be void.

18. **ENVIRONMENTAL RESPONSIBILITY**

UTA is ISO 14001 Environmental Management System (EMS) certified. Contractor acknowledges that its Goods and/or Services might affect UTA's ability to maintain the obligation of the EMS. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

20. SUSPENSION OF WORK

a. UTA may, at any time, by written order to Consultant, require Consultant to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.

b. If a Suspension of Work Order issued under this Article is canceled, Consultant shall resume Work as mutually agreed to in writing by the parties hereto.

c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.

d. If the Suspension of Work causes an increase in Consultant's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Consultant for the additional costs or time, and modify this Contract by Change Order.

21. **TERMINATION**

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

b. **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 Goods and Services furnished by Contractor prior to termination.

22. **CHANGES**

a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:

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1. In the Scope of Services;
2. In the method or manner of performance of the Work; or
3. In the schedule or completion dates applicable to the Work.

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

b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.

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

1. The date, circumstances, and source of the change; and
2. That Consultant regards the identified item as a change in Work giving rise to an adjustment in this Contract.

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

d. As soon as practicable, but in no event longer than 30 days after providing notice, Consultant must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Consultant's entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 20 of this Contract.

23. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of the Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Contractor shall also retain other books and records related to the performance,

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quality or management of the Contract and/or Contractor's compliance with the Contract. Records shall be retained by Contractor for a period of at least six (6) years, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Contractor agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractors utilized in the performance of the Contract at any tier.

24. **FINDINGS CONFIDENTIAL**

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

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

mitigation of the breach for review and approval by UTA.

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

25. **PUBLIC INFORMATION.**

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

26. **PROJECT MANAGER**

UTA's Project Manager for the Contract is G.J. Labonty, or designee. All questions and correspondence relating to the technical aspects of the Contract should be directed to UTA's Project Manager at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 237-1979

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27. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Chad Gonzales, or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Grants & Contracts Administrator at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801)287-3013.

28. **CONFLICT OF INTEREST**

Contractor represents that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of UTA to secure favorable treatment with respect to being awarded the Contract. No member, officer, or employee of UTA during their tenure or one year thereafter shall have any interest, direct or indirect, in the Contract or the proceeds thereof.

29. **NOTICES OR DEMANDS**

a. Any and all notices, demands or other communications required hereunder to be given by one party to the other shall be given in writing and may be electronically delivered , personally delivered, mailed by US Mail, postage prepaid, or sent by overnight courier service and addressed to such party as follows:

If to UTA:
Utah Transit Authority
ATTN: Chad Gonzales
669 West 200 South
Salt Lake City, UT 84101
Cgonzales@rideuta.com

If to Contractor:
Brasco International, INC
ATTN: Sean Loewe
32400 Industrial Dr.
Madison Heights, MI 48071

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

30. **CLAIMS/DISPUTE RESOLUTION**

a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 20. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

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

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

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

Level of Authority	Time Limit
UTA's Project Manager/Contractor's Project Manager	Five calendar days
UTA's Chad Gonzales/Contractor's Sean Loewe	Five calendar days
UTA's Troy Hamilton/Contractor's Sean Loewe	Five calendar days

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

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

31. **GOVERNING LAW**

The validity, interpretation and performance of the Contract shall be governed by the laws of the State of Utah, without regard to its law on the conflict of laws. Any dispute arising out of the Contract that cannot be solved to the mutual agreement of the parties shall be brought in a court of competent jurisdiction in Salt Lake County, State of Utah. Contractor consents to the jurisdiction of such courts.

32. **COSTS AND ATTORNEY FEES**.

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

33. **SEVERABILITY**

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

34. **AMENDMENTS**

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

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35. **FORCE MAJEURE**

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

36. **NO THIRD-PARTY BENEFICIARIES**

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

37. **ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto.

38. **COUNTERPARTS**

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

39. **NONWAIVER**

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

40. **SALES TAX EXEMPT**

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

41. **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

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contract.

42. **SURVIVAL**

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 7, 9, 10, 11, 12, 13, 15, 17, 18, 19 ,21, 23, 24,25, 30, 31, 32, and 40.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be executed by officers duly authorized to execute the same as of the date of last signature below.

UTAH TRANSIT AUTHORITY:

By_____

By_____

By DocuSigned by: Mike Bell 70E33A415BA44F6... 10/19/2022

UTA Legal Counsel

Brasco International, INC:

By DocuSigned by: Sean Loewe F4EE01B2DB9A4AA...

Name Sean Loewe

Title Vice President, Sales and Marketing

By_____

Name_____

Title_____

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Exhibit A

Scope of Work

Contractor will build and deliver bus stop passenger waiting shelters according to drawings and specifications attached in Exhibit C. UTA will commit to purchase all of its required bus passenger waiting shelters from one supplier, for the contract term of four (4) years, with an option to extend for one (1) additional year, at UTA's sole discretion. UTA estimates that it will purchase approximately twenty (20) shelters per year, in order sizes of no less than ten (10) per order. However, this is an estimate only and is not a representation that the exact quantity will be required or ordered.

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Exhibit B

Payment Schedule

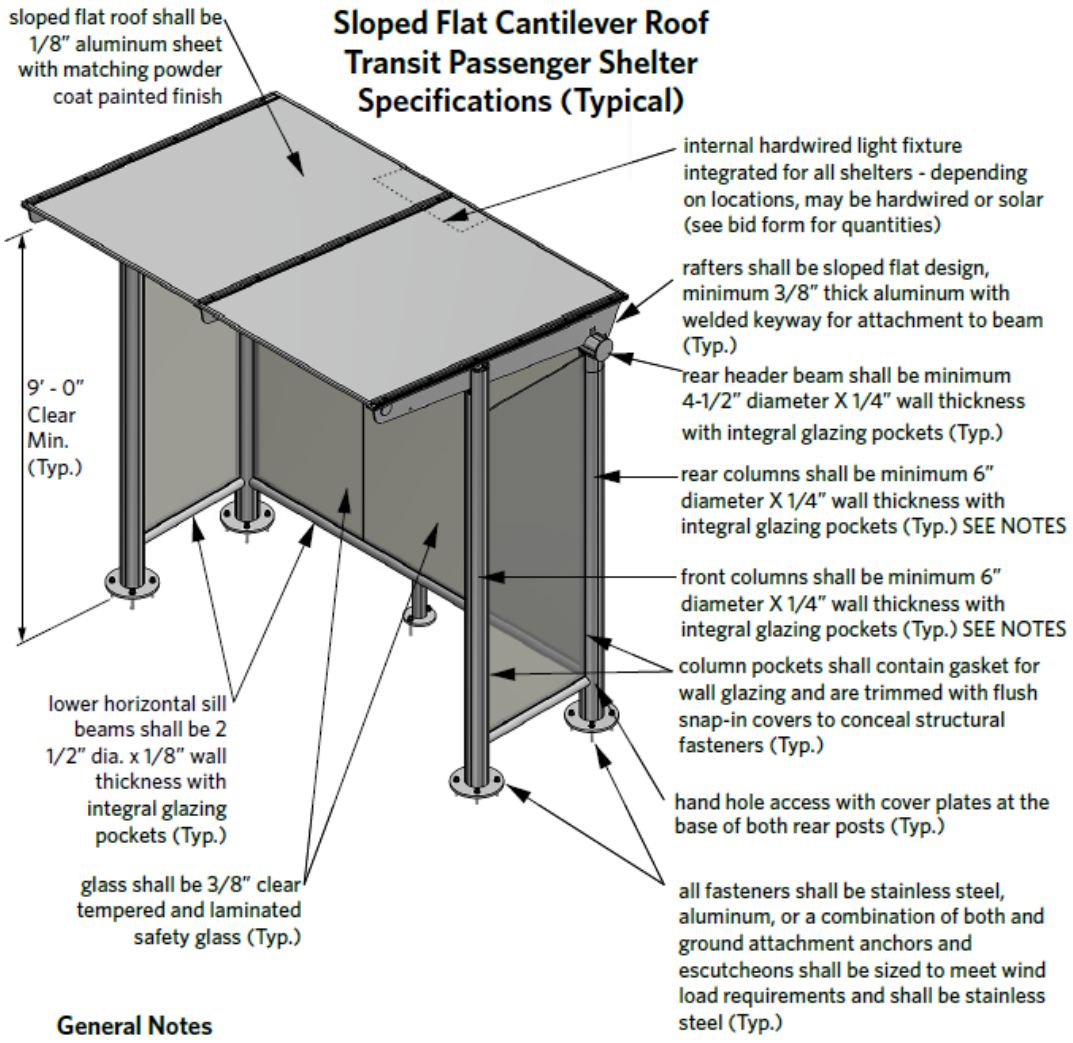
UTA will order sizes of no less that two per order with not-to exceed the below amounts per year. The total contact value will hold a not-to-exceed amount of $2,545,300.

		Year One			Year Two			Year Three			Year Four		
Description	Size-Style	Unit Price*	Qty**	Total	Unit Price*	Qty**	Total	Unit Price*	Qty**	Total	Unit Price*	Qty**	Total
Aluminum Standing Seam Hip Roof	4'x8' - Cantilever (one light fixture)	$7,750	4	$31,000	$8,925	3	$26,775	$10,275	3	$30,825	$11,800	3	$35,400
Sloped Flat Aluminum Roof	5'x8' - Cantilever (one light fixture)	$10,975	40	$439,000	$11,750	20	$235,000	$12,600	10	$126,000	$13,750	10	$137,500
Sloped Flat Aluminum Roof	5'x12' - Cantilever (one light fixture)	$12,325	5	$61,625	$14,175	3	$42,525	$16,300	3	$48,900	$18,750	3	$56,250
Sloped Flat Aluminum Roof	5'x16' - cantilever (two light fixtures)	$19,775	2	$39,550	$22,750	1	$22,750	$26,150	1	$26,150	$30,075	1	$30,075
Sloped Flat Aluminum Roof	5'x20' - three side (two light fixtures)	$24,975	1	$24,975	$28,975	0	$0	$33,250	0	$0	$37,975	0	$0
Sloped Flat Aluminum Roof	7'x12' - cantilever (one light fixture)	$17,350	2	$34,700	$19,950	1	$19,950	$22,950	1	$22,950	$26,375	1	$26,375
Sloped Flat Aluminum Roof	7'x20' - three side (two light fixtures)	$27,475	2	$54,950	$31,750	0	$0	$36,325	0	$0	$41,775	0	$0
Sloped Flat Aluminum Roof	7'x16' - cantilever (two light fixtures)	$20,975	12	$251,700	$23,975	2	$47,950	$26,975	2	$53,950	$29,975	2	$59,950
Sloped Flat Aluminum Roof	7'x40 - cantilever (three light fixtures)	$50,775	11	$558,525	$58,950	0	$0	$67,150	0	$0	$77,225	0	$0
		Year One Total		$1,496,025	Year Two Total		$394,950	Year Three Total		$308,775	Year Four Total		$345,550

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Exhibit C

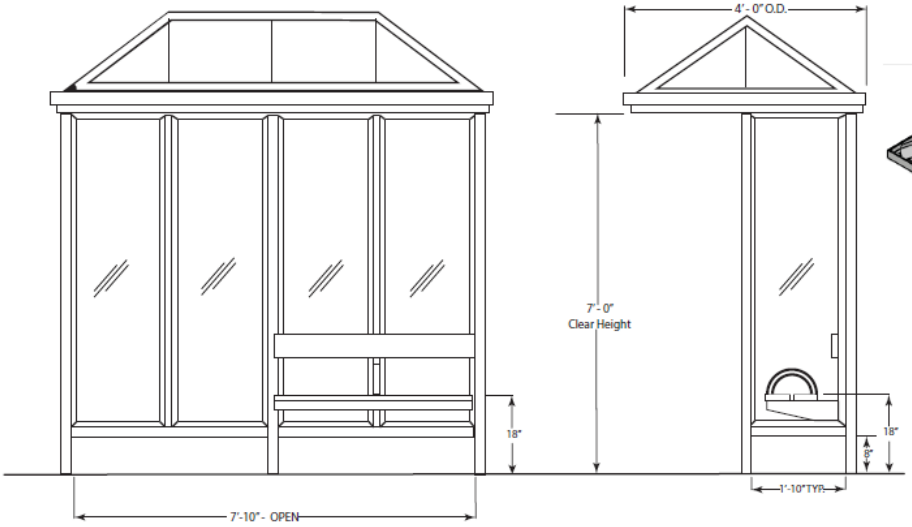
Drawings and Specifications



General Notes

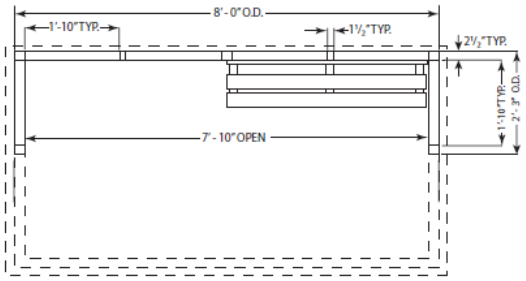
- Front and rear column diameters shall be 6" diameter for all shelters.
- Shelter shall be designed to comply with local building codes and meet wind loads, live loads, dead loads, and snow loads
- All extruded aluminum components shall be 6063T5 custom aluminum extrusion, with recessed pockets to accept glazing and concealed connections
- Header beam shall be continuous welded to attachment sleeves
- Roof shall be fully factory assembled
- Walls and other components shall be assembled to the maximum extent possible in clearly labeled crates and cartons
- Structure shall be powder coated White Aluminum – RAL 9006

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Front Elevation
Not to Scale

Side Elevation
Not to Scale



Plan View
Not to Scale

4' X 8' Foot Hip Roof Shelter with Cantilever (Typical)

Specifications:

- Dark bronze annodized aluminum structure
- Shelter shall be constructed of modular interchangeable components. All structural framing members and mullions shall be 1 (one) piece seamless extruded aluminum tubes of 6061-T5 alloy (or equivalent). Snap together or two (2) piece members are not acceptable.
- All vertical support posts and top and bottom horizontal beams (header and sill) shall be 2½" x 2½" x 1/8" thick square tube. All vertical mullions shall be 1½" x 2½" x 1/8" thick rectangular tube
All roof and glazing frame extruded aluminum sections shall be
- All structural connector channels, roof corner key angles, and base anchor boots shall be extruded aluminum sections of 6061-T5 alloy (or equivalent)
- 1/4" tempered clear safety glass
- Dark bronze standing seam hip roof with fascia and gutter system
- Partial length aluminumm bench with backrest and seat divider
- All aluminum shall conform to the standards of the Aluminum Association
- All glazing shall conform to the American National Standards Institute (ANSI) Safety Standard for Architectural Glazing Materials

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 1/25/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Alisha Garrett, Chief Enterprise Strategy Officer
PRESENTER(S):	Kyle Brimley, IT Director

TITLE:

Contract: Secondary (Disaster Recovery) Data Center Server and Data Storage Replacement (CVE Technologies Group, Inc.)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorize the Executive Director to execute a purchase order and associated disbursements with Cache Valley Electric/CVE Technologies Group, Inc. for $305,960.92 to procure the selected storage system licensing and hardware.

BACKGROUND:
The current storage system utilized by the IT Department is a nine (9) year old solution from EMC (EMC later was purchased by Dell), which has scheduled the end of life and is no longer supportable by Dell/EMC as of January 30, 2023.

The IT Department budgeted $320,000 in 2023 for this state-of-good repair project.

This storage system is a planned replacement and expansion of the storage to house UTA on-premise servers and data in the UTA secondary data center (DR). The following is a short but not comprehensive list of servers and data: Email, Shared Network Drives, Personal Network Drives, JD Edwards ERP, Laserfiche record management system, eForce, over 700 databases, and core infrastructure servers, among others.

DISCUSSION:
The IT Network Support Manager has led an evaluation team for this project in 2022. A Request for Procurement (RFP) includes utilizing the criteria to compare and rate several available solutions on a NASPO or

State of Utah procurement contract.

Some of the functions in the selected solution are:

1. The read-and-write of data improvements will improve server and resource performance significantly.
2. Immutable copies of the data to protect against crypto/ransomware.
3. Shorter backup and restore windows.
4. Replication to like device for disaster recovery and resilience.
5. Easier management of the storage device, allowing for faster provisioning.
6. "Evergreen" hardware architecture allows for storage space expansion without hardware replacement.

Depending on procurement, delivery, and implementation time frames, the IT Department has set a goal to complete the implementation within six (6) months. To cover the gap in support coverage with Dell and the project timeline, the IT Network Support Manager is looking to procure 3rd party hardware support.

CONTRACT SUMMARY:

Contractor Name:	Cache Valley Electric / CVE Technologies Group, Inc
Contract Number:	PO # 20034804, State Contract # PA2847
Base Contract Effective Dates:	4/16/2018-2/28/2023 (State Contract)
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	$305,960.92
Procurement Method:	State Contract PA2847
Budget Authority:	IT 2023 Operating and Capital Budget

ALTERNATIVES:

Operate on unsupported hardware and operating system

FISCAL IMPACT:

Capital funding from project ICI201 - Server, Storage, Infrastructure Equipment and Software

Hardware, software and licensing	$194,139.32
36 months, Gold Subscription support	$107,571.60
Installation services	$4,250.00
Total	$305,960.92

Operation funding will come from contract services budget line item for Department of Information

---

Technology

The operating expense budget will be programmed to incur the yearly Gold Subscription ongoing costs starting in 2036 of approximately $38,000.

ATTACHMENTS:
Purchase Order

State of Utah Contract PA2847

CVE Technologies Group, Inc **1414 S GUSTIN RD** **Salt Lake City UT 84104**		**Utah Transit Authority**	PURCHASE ORDER NUMBER **ON**	**20034804**
			PO Number Must Appear On All Invoices And Shipments	
			VENDOR NUMBER	**PO DATE**
			1229623	12/8/2022
SEND INVOICE TO:	**SHIP TO:**	*An Equal Opportunity Employer*	**ORDER TAKEN BY**	**FOB**
AP@RIDEUTA.COM	**ATTENTION: RECEIVING**			*
669 W 200 S	**3600 S 700 W**	**801-287-3008**	**BUYER**	**PAGE NUMBER**
SLC, UT 84101	**Salt Lake City UT 84119**	**www.rideuta.com**	Dang, Jenny	1 of 1

Confirmation: Do not Duplicate
Utah Transit Authority Is Tax Exempt Total PO Value: 305,960.92 Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00011436	12/8/22	1 EA	5200.50353.92	DR Pure Storage Array DR VNX Replacement for SGR	305960.9200	305,960.92

Unless otherwise expressly agreed in a written document executed by Utah Transit Authority ("UTA"), this Purchase Order is subject to UTA's standard terms and conditions revision date: September 2020, effective as of the date of this Purchase Order. UTA's standard terms and conditions are found at https://rideuta.com/-/media/Files/Home/Terms_Conditions_UTAGeneralStandard7821.ashx. *Vendor's acceptance of this Purchase Order is limited to the express terms of UTA's standard terms and conditions, without modification. Vendor's delivery of the Goods or commencement of performance of Services identified in this Purchase Order are effective modes of acceptance. Any proposal for additional or different terms or any attempt by Vendor to vary in any degree any of the terms of the Contract, are hereby objected to and rejected (and this Purchase Oder shall be deemed accepted by Vendor without the additional or different terms).*

If this Purchase order is purchased using a State Contract, then terms and conditions are pursuant to that State Contract.

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AMENDMENT NO. 05 TO NASPO MASTER AGREEMENT NO. MNWNC-125

THIS AMENDMENT is by and between the State of Minnesota, acting through its Commissioner of Administration ("State"), and Pure Storage, Incorporated, 650 Castro St, Ste 260, Mountain View, CA 94041 ("Contractor" or "Contract Vendor").

WHEREAS, the State has a Contract with the Contractor identified as NASPO Master Agreement No. MNWNC-125, April 15, 2015, through July 31, 2022 ("Contract"), to provide Computer Equipment, Peripherals & Related Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the Commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contractor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That NASPO Master Agreement No. MNWNC-125 is extended through February 28, 2023, at the same prices, terms, and conditions.

This Amendment is effective beginning August 1, 2022, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. Pure Storage, Incorporated

The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: DocuSigned by: Michael Wiseman
Signature: 1654D9C0191442F...

Michael Wiseman
Printed Name

Title: Vice President, Public Sector

Date: 6/9/2022

By: _____
Signature

_____
Printed Name

Title: _____

Date: _____

2. Office of State Procurement

In accordance with Minn. Stat. § 16C.03, subd. 3.

By: DocuSigned by: Elizabeth M. Randa
742DE739C8ED492...

Title: Acquisition Management Specialist

Date: 6/9/2022

3. Commissioner of Administration

Or delegated representative.

By: DocuSigned by: Luke Jannett
0266C0BD8EF44DE...

Date: 6/9/2022

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-125
Pure Storage, Incorporated
(hereinafter "Contractor")
And
STATE OF UTAH – PA2847
(hereinafter "Participating State/Entity")

1. **SCOPE:**
This addendum allows for purchase of the following Computer Equipment/Services: "Storage", led by the State of Minnesota along with a multi-state sourcing team for use by state agencies and other entities located in the Participating State/Entity that is authorized by that state's statutes to utilize state /entity contracts, and which receives prior written approval of the state's chief procurement official.
The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement. The Master Agreement identifies the bands awarded to the Contract Vendor. The configuration limits and restrictions for the Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum.

2. **PARTICIPATION:**
Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. **ORDER OF PRECEDENCE:**
   1. A Participating Entity's Participating Addendum ("PA"); A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota NASPO ValuePoint Master Agreement
   2. Minnesota NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions)·
   3. The Solicitation including all Addendums; and
   4. Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced

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on the Contract Vendor's website. In the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The terms and conditions of Contractor's warranty and end user license agreements shall control use of the product. The solicitation language prevails unless a mutually agreed exception has been negotiated.

4. EXPIRATION DATE AND TERM OF "PA":

The expiration date of this PA shall hereafter be the expiration date of State of Minnesota Master Agreement MNWNC-125. This PA shall remain in full force and effect until such Master Agreement expires, regardless of whether or not a formal amendment is executed to extend the contract term.

5. PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO MASTER AGREEMENT:

(Other modifications or additions apply only to actions and relationships within the Participating Entity.)

1. DEFINITIONS:

a. "Access to Secure Public Facilities, Data, and Technology" means Contractor will (A) enter upon secure premises controlled, held, leased, or occupied by the State of Utah or an Eligible User; (B) maintain, develop, or have access to any deployed hardware, software, firmware, or any other technology, that is in use by the State of Utah or an Eligible User; or (C) have access to or receive any Public Data or Confidential Information during the course of performing this Contract.

b. "Authorized Persons" means the Contractor's employees, officers, partners, Subcontractors or other agents of Contractor who need to access Public Data to enable the Contractor to perform its responsibilities under this Contract.

c. "Confidential Information" means information that is deemed as confidential under applicable record laws. The State of Utah and the Eligible Users reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws by Contractor.

d. "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. This Contract may include any purchase orders that result from the parties entering into this Contract.

e. "Contract Signature Page(s)" means the cover page that Division and Contractor sign.

f. "Contractor" means the individual or entity delivering the Goods, Custom Deliverables, or performing the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers,

employees, partners, and/or any other person or entity for which Contractor may be liable under federal, state, or local laws.

g. "Custom Deliverable" means the Work Product that Contractor is required to deliver to Eligible Users under this Contract.

h. "Data Breach" means the unauthorized access by a non-authorized person(s) which results in unauthorized acquisition of Public Data and compromises the security, confidentiality, or integrity of Public Data. It is within an Eligible User's sole discretion to determine whether the unauthorized access is a Security Incident or a Data Breach.

i. "Division" means the State of Utah Division of Purchasing.

j. "DTS" means the Department of Technology Services.

k. "Eligible User(s)" means the State of Utah's government departments, institutions, agencies, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts will be allowed to use this Contract.

l. "Federal Criminal Background Check" means an in depth background check conducted and processed by the FBI that covers all states. Federal Criminal Background Check reports will show if applicant has had any criminal cases filed against them that violated federal criminal law.

m. "Good" means any deliverable not classified as a Custom Deliverable or Service that Contractor is required to deliver to the Eligible Users under this Contract.

n. "Non-Public Data" means data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State of Utah and the federal government because it contains information that is exempt by state, federal and local statutes, ordinances, or administrative rules from access by the general public as public information.

o. "Personal Data" means data that includes information relating to a person that identifies the person by a person's first name or first initial and last name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information; including account number, credit or debit card numbers; or protected health information (PHI) relating to a person.

p. "Proposal" means Contractor's response documents, including attachments, to the Division's Solicitation.

q. "Protected Health Information" (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.

r. "Security Incident" means the potentially unauthorized access by non-authorized persons to Public Data that Contractor believes could reasonably result in the use, disclosure or theft of Public Data within the possession or control of the Contractor. A Security Incident may or may not turn into a Data Breach. It is within an Eligible User's sole discretion to determine whether the unauthorized access is a Security Incident or a Data Breach.

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And
STATE OF UTAH – PA2847
(hereinafter "Participating State/Entity")

s. "Services" means the furnishing of labor, time, or effort by Contractor as set forth in this Contract, including but not limited to installation, configuration, implementation, technical support, warranty maintenance, and other support services.

t. "Solicitation" means the documents used by the Division to solicit Contractor's Proposal for the Goods, Custom Deliverables, or Services identified in this Contract.

u. "Public Data" means all Confidential Information, Non-Public Data, Personal Data, and Protected Health Information that is created or in any way originating with the State of Utah or an Eligible User whether such data or output is stored on the State of Utah's or an Eligible User's hardware, Contractor's hardware, or exists in any system owned, maintained or otherwise controlled by the State of Utah, an Eligible User, or by Contractor. Public Data includes any federal data, that the State of Utah or an Eligible User controls or maintains, that is protected under federal laws, statutes, and regulations.

v. "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.

w. "Subcontractors" means subcontractors or subconsultants, at any tier, that are under the direct or indirect control or responsibility of Contractor, and includes all independent contractors, agents, employees, or anyone else for whom the Contractor may be liable, at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.

x. "Work Product" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by the ordering Eligible User. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any Eligible User intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third Party intellectual property.

2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all the Goods delivered under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.

4. **NO WAIVER OF SOVEREIGN IMMUNITY:** In no event shall this Contract be considered a waiver by the Division, an Eligible User, or the State of Utah of any form of defense or immunity, whether sovereign immunity, governmental immunity, or any other immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

5. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by Eligible Users to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until

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all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah auditors, federal auditors, Eligible Users or any firm identified by the Division, access to all such records. Contractor must refund to the Division any overcharges brought to Contractor's attention by the Division or the Division's auditor and Contractor is not permitted to offset identified overcharges by alleged undercharges to Eligible Users.

6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** This Status Verification System, also referred to as "E-verify", requirement only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal.

   (1) Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including Section 63G-12-302, Utah Code, as amended.

   (2) Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including Section 63G-12-302, Utah Code, as amended, and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."

   (3) Contractor's failure to comply with this section will be considered a material breach of this Contract.

   (4) Contractor shall protect, indemnify, and hold harmless the Division, the Eligible Users, and the State of Utah, and anyone that the State of Utah may be liable for, against any claim, damages, or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.

7. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made to the Division.

8. **CONFLICT OF INTEREST WITH STATE EMPLOYEES:** Contractor agrees to comply and cooperate in good faith will all conflict of interest and ethic laws including Section 63G-6a-2404, Utah Procurement Code, as amended.

9. **INDEPENDENT CONTRACTOR:** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the Division, the Eligible Users, or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the Division, the Eligible Users, or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the Division, the Eligible Users, or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.

10. **CONTRACTOR ACCESS TO SECURE Public FACILITIES, PUBLIC DATA, AND TECHNOLOGY:** An employee of Contractor or a Subcontractor may be required to complete a Federal Criminal Background Check, if said employee of Contractor or a Subcontractor will have Access to Secure Public Facilities, Public Data, and Technology. Contractor shall provide the Eligible User with sufficient personal information (at Contractor's own expense) so that a Federal Criminal Background Check may be completed by the Eligible User, at the Eligible User's expense. The Eligible User will also provide Contractor with a Disclosure Form and Confidentiality Agreement which must be filled out by Contractor and returned to the Eligible User. Additionally, each employee of Contractor or a Subcontractor, who will have Access to Secure Public Facilities, Public Data, and Technology, will be scheduled by the Eligible User to be fingerprinted, at a minimum of one week prior to having such access.

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At the time of fingerprinting, said employee of Contractor or a Subcontractor will disclose, in full, any past record of felony or misdemeanor convictions. The Eligible User is authorized to conduct a Federal Criminal Background Check based upon the fingerprints and personal information provided. The Eligible User may use this same information to complete a Name Check in the Utah Criminal Justice Information System (UCJIS) every two years and reserves the right to revoke Access to Secure State Facilities, Data, and Technology granted in the event of any negative results. Contractor agrees to notify the Eligible User if an arrest or conviction of any employee of Contractor or a Subcontractor that has Access to Secure Public Facilities, Public Data and Technology occurs during this Contract. Contractor, in executing any duty or exercising any right under this Contract, shall not cause or permit any of its employees or employees of a Subcontractor (if any) who have been convicted of a felony or misdemeanor to have Access to Secure Public Facilities, Public Data, and Technology. A felony and misdemeanor are defined by the laws of the State of Utah, regardless of where the conviction occurred.

11. **DRUG-FREE WORKPLACE:** Contractor agrees to abide by the Eligible User's drug-free workplace policies while on the Eligible User's or the State of Utah's premises.

12. **CODE OF CONDUCT:** If Contractor is working at facilities controlled or owned by the State of Utah, Contractor agrees to follow and enforce the applicable code of conduct which will be provided upon request by Contractor to the Eligible User. Contractor will assure that each employee or each employee of Subcontractor(s) under Contractor's supervision receives a copy of such code of conduct.

13. **INDEMNITY CLAUSE:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the Division, the Eligible Users, and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract caused by any intentional act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the Division, the Eligible User, or the State of Utah. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.

14. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i)Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind of any of Contractor's employees.

15. **SEVERABILITY:** A declaration or order by any court that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.

16. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract.

17. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract, by any governmental department or agency, whether international, national, state, or local. Contractor must notify the Division within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any contract by any governmental entity during this Contract.

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18. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the Division, upon thirty (30) days written termination notice being given to the Contractor. The Division and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

    If Services apply to this Contract, then Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the Division, the Eligible Users, or the State of Utah is limited to full payment for all work properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract.

19. **SUSPENSION OF WORK:** Should circumstances arise which would cause the Division to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the Division.

20. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the Division or an Eligible User, if it is reasonably determined that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects an Eligible User's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

    If a written notice is delivered under this section, the Eligible User will reimburse Contractor for the Goods or Services properly ordered until the effective date of said notice. The Eligible User will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

21. **SALES TAX EXEMPTION:** The Goods, Custom Deliverables, or Services being purchased by the Eligible Users under this Contract are being paid from the Eligible User's funds and used in the exercise of the Eligible User's essential function as an Eligible User. The Eligible User will provide Contractor with a copy of its sales tax exemption number upon request. It is the Contractor's responsibility to request the sales tax exemption number from the Eligible User.

22. **TITLE AND OWNERSHIP WARRANTY:** Contractor warrants, represents and conveys full ownership, clear title free of all liens and encumbrances to any Good or Custom Deliverable delivered to the Eligible Users under this Contract. Contractor fully indemnifies the Eligible Users for any loss, damages or actions arising from a breach of this warranty without limitation.

23. **HARDWARE WARRANTY:** Contractor agrees to warrant and assume responsibility for all hardware portions of any Good or Custom Deliverable, that it licenses, contracts, or sells under this Contract, for a period of one (1) year. Contractor acknowledges that all warranties granted to the Division and Eligible Users by the Uniform Commercial Code of the State of Utah apply to this Contract. Product liability disclaimers and/or warranty disclaimers from Contractor are not applicable to this Contract. In general, the Contractor warrants that the hardware: (a) will perform as specified in the Proposal; (b) will live up to all specific claims listed in the Proposal; (c) will be suitable for the ordinary purposes for which the hardware is used; (d) will be suitable for any special purposes that the Division has relied on Contractor's skill or judgment to consider when it advised the Division

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about the hardware in the Proposal; (e) the hardware has been properly designed and manufactured; and (f) is free of significant defects or unusual problems about which Eligible User has not been warned.

24. **SOFTWARE WARRANTY:** Contractor warrants that for a period of ninety (90) days from the date of Acceptance that the software portions of the Goods and Custom Deliverables, that Contractor licenses, contracts, or sells to the Eligible Users under this Contract, will: (a) perform in accordance with the specific claims provided in the Proposal; (b) be suitable for the ordinary purposes for which such Goods and Custom Deliverables are used; (c) be suitable for any special purposes that the Eligible User has relied on Contractor's skill or judgment to consider when it advised the Eligible User about the Goods or Custom Deliverables in its Proposal; (d) have been properly designed and manufactured; and (e) be free of significant defects or unusual problems. Contractor agrees to provide the Eligible Users with bug fixes, including informing the Eligible Users of any known software bugs or software defects that may affect the Eligible User's use of the software during the Contract.

25. **WARRANTY REMEDIES:** Upon breach of the hardware or software warranty, Contractor will repair or replace (at no charge to the Eligible Users) the Goods or Custom Deliverables whose nonconformance is discovered and made known to Contractor. If the repaired and/or replaced products prove to be inadequate, or fail to meet the performance of its essential purpose, Contractor will refund the full amount of any payments that have been made for the failing products. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity.

26. **UPDATES AND UPGRADES:** Contractor grants to the Eligible Users a non-exclusive, non-transferable license to use upgrades and updates provided by Contractor during the term of this Contract. Such upgrades and updates are subject to the terms of this Contract. The Eligible Users shall download, distribute, and install all updates as released by Contractor during this Contract, and Contractor strongly suggests that the Eligible Users also download, distribute, and install all upgrades as released by Contractor during this Contract.

27. **BUG FIXING AND REMOTE DIAGNOSTICS:** Contractor shall use commercially reasonable efforts to provide work-around solutions or patches to reported software problems. With an Eligible User's prior written authorization, Contractor may perform remote diagnostics to work on reported problems, subject to Contractor's obligation of this Contract. In the event that an Eligible User declines remote diagnostics, Contractor and the Eligible User may agree to on-site technical support, subject to the terms of this Contract.

28. **TECHNICAL SUPPORT AND MAINTENANCE:** If technical support and maintenance is a part of the Goods or Custom Deliverables that Contractor provides under this Contract, Contractor will use commercially reasonable efforts to respond, in a reasonable time, when technical support or maintenance requests regarding the Goods or Custom Deliverables are made to Contractor.

29. **SECURE PROTECTION AND HANDLING OF PUBLIC DATA:** If Contractor is given Public Data as part of this Contract, the protection of Public Data shall be an integral part of the business activities of Contractor to ensure that there is no inappropriate or unauthorized use of Public Data. To the extent that Contractor is given Public Data, Contractor shall safeguard the confidentiality, integrity and availability of the Public Data and comply with the following conditions outlined below. Eligible Users reserve the right to verify Contractor's adherence to the following conditions to ensure they are met during the life of the contract:

    1. **Network Security**: Contractor agrees at all times to maintain network security that - at a minimum - includes: network firewall provisioning, intrusion detection, and regular third party penetration testing. Contractor also agrees to maintain network security that conforms to one of the following:

(1) Those standards the State of Utah applies to its own network, found outlined in *DTS Policy 5000-0002 Enterprise Information Security Policy* (copy available upon request);

(2) Current standards set forth and maintained by the National Institute of Standards and Technology, includes those at: http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf; or

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(3) Any generally recognized comparable standard that Contractor then applies to its own network and approved by DTS in writing.

2. **Public Data Security:** Contractor agrees to protect and maintain the security of Public Data with protection that is at least as good as or better than that maintained by the State of Utah which will be provided by an Eligible User upon Contractor's request. These security measures included but are not limited to maintaining secure environments that are patched and up to date with all appropriate security updates as designated (ex. Microsoft Notification). Eligible User reserves the right to determine if Contractor's level of protection adequately meets the Eligible User's security requirements.

3. **Public Data Transmission**: Contractor agrees that any and all transmission or exchange of system application data with the Eligible Users and State of Utah and/or any other parties expressly designated by the State of Utah, shall take place via secure means (ex. HTTPS or FTPS).

4. **Public Data Storage**: Contractor agrees that all Public Data will be stored and maintained in data centers in the United States. Contractor agrees that no Public Data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, except for devices that are used and kept only at Contractor's United States data centers, unless such medium is part of the Contractor's designated backup and recovery process. Contractor shall permit its employees and Subcontractors to access non-Public Data remotely only as required to provide technical support. Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited by this contract.

5. **Public Data Encryption**: Contractor agrees to store all data provided to Contractor, including State, as part of its designated backup and recovery process in encrypted form, using no less than 128 bit key and include all data as part of a designated backup and recovery process.

6. **Password Protection**: Contractor agrees that any portable or laptop computer that has access to the Eligible Users or State of Utah networks, or stores any Public Data is equipped with strong and secure password protection.

7. **Public Data Re-Use:** Contractor agrees that any and all data exchanged shall be used expressly and solely for the purpose enumerated in this Contract. Contractor further agrees that no Public Data of any kind shall be transmitted, exchanged, or otherwise passed to other Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by the Eligible Users.

8. **Public Data Destruction**: The Contractor agrees that upon expiration or termination of this Contract it shall erase, destroy, and render unreadable all Public Data from all non-state computer systems and backups, and certify in writing that these actions have been completed within thirty (30) days of the expiration or termination of this Contract or within seven (7) days of the request of the Eligible User, whichever shall come first, unless the Eligible User provides Contractor with a written directive. It is understood by the parties that the Eligible User's written directive may request that certain data be preserved in accordance with applicable law.

9. **Services Shall Be Performed Within United States**: Contractor agrees that all of the Services related to Public Data that it provides to the Eligible Users will be performed by Contractor and Subcontractor(s) within the borders and jurisdiction of the United States.

30. SECURITY INCIDENT OR DATA BREACH NOTIFICATION: Contractor shall immediately inform an Eligible User of any Security Incident or Data Breach.

1. **Incident Response**: Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement and seeking external expertise as mutually agreed upon, defined

by law or contained in this Contract. Discussing Security Incidents with the Eligible User should be handled on an urgent as-needed basis, as part of Contractor's communication and mitigation processes, defined by law or contained in this Contract.

2. **Security Incident Reporting Requirements**: Contractor shall report a Security Incident to the Eligible User immediately if Contractor reasonably believes there has been a Security Incident.

3. **Breach Reporting Requirements**: If Contractor has actual knowledge of a confirmed Data Breach that affects the security of any Public Data that is subject to applicable data breach notification law, Contractor shall: (a) promptly notify the Eligible User within 24 hours or sooner, unless shorter time is required by applicable law; (b) take commercially reasonable measures to address the Data Breach in a timely manner; and (c) be responsible for its Data Breach responsibilities, as provided in the next Section.

31. DATA BREACH RESPONSIBILITIES: This Section only applies when a Data Breach occurs. Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of a Data Breach or other events requiring notification in accordance with DTS Policy 5000-0002 Enterprise Information Security Policy (copy available upon request). In the event of a Data Breach or other event requiring notification under applicable law (Utah Code § 13-44-101 thru 301 et al), Contractor shall: (a) cooperate with the Eligible User by sharing information relevant to the Data Breach; (b) promptly implement necessary remedial measures, if necessary; (c) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in relation to the Data Breach; and (d) in accordance with applicable laws indemnify, hold harmless, and defend DTS and the State of Utah against any claims, damages, or other harm related to such Data Breach. If the Data Breach requires public notification, all communication shall be coordinated with the Eligible User. Contractor shall be responsible for all notification and remedial costs and damages.

32. STATE INFORMATION TECHNOLOGY POLICIES: If Contractor is providing an Executive Branch Agency of the State of Utah with Goods or Custom Deliverables it is important that contractors follow the same policies and procedures that DTS follows for their own internally developed goods and deliverables to minimize security risk, ensure applicable State and Federal laws are followed, address issues with accessibility and mobile device access, and prevent outages and data breaches within the State of Utah's environment. Contractor agrees to comply with the following DTS Policies which are available upon request:

1. **DTS Policy 4000-0001, Enterprise Application and Database Deployment Policy**: The Enterprise Application and Database Deployment Policy requires any Contractor developing software for the State to develop and establish proper controls that will ensure a clear separation of duties between developing and deploying applications and databases to minimize security risk; to meet due diligence requirements pursuant to applicable state and federal regulations; to enforce contractual obligations; and to protect the State's electronic information and information technology assets.
2. **DTS policy 4000-0002, Enterprise Password Standards Policy**: Any Contractor developing software for the State must ensure it is built to follow the password requirements outlined in the Enterprise Password Standards Policy.
3. **DTS Policy 4000-0003, Software Development Life Cycle Policy**: The Software Development Life Cycle Policy requires any Contractor developing software for the State to work with DTS in implementing a Software Development Lifecycle (SDLC) that addresses key issues of security, accessibility, mobile device access, and standards compliance.
4. **DTS Policy 4000-0004, Change Management Policy**: Per the Change Management Policy, any Goods or Custom Deliverables furnished or Services performed by Contractor which have the potential to cause any form of outage or to modify DTS's or the State of Utah's infrastructure must be reviewed by the DTS Change Management Committee. Following this notification, any outages or Data Breaches which are a direct result

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of Contractor's failure to comply with DTS instructions and policies following notification will result in Contractor's liability for any and all damages resulting from or associated with the outage or Data Breach.

33. **PUBLIC INFORMATION:** Contractor agrees that this Contract, any related purchase orders, related invoices, related pricing lists, and the Proposal will be public documents, and may be available for distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the Division, the Eligible Users, and the State of Utah express permission to make copies of this Contract, any related purchase orders, related invoices, related pricing lists, and Proposal in accordance with GRAMA. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation. The Division, the Eligible Users, or the State of Utah will not inform Contractor of any request for a copy of this Contract, including any related purchase orders, related invoices, related pricing lists, or the Proposal.

34. **DELIVERY:** Unless otherwise specified in this Contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by Contractor. Contractor is responsible for including any freight charges due by the Eligible User to Contractor when providing quotes to the Eligible User unless otherwise specified in this Contract. Invoices listing freight charges that were not identified in the quote prior to shipment, unless otherwise specified in this Contract, will be returned to the Contractor to remove such costs. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Eligible Users except as to latent defects, fraud, and Contractor's warranty obligations.

35. **ELECTRONIC DELIVERY:** Contractor may electronically deliver any Good or Custom Deliverable to Eligible Users or provide any Good and Custom Deliverable for download from the Internet, if approved in writing by the Eligible Users. Contractor should take all reasonable and necessary steps to ensure that the confidentiality of those electronic deliveries is preserved in the electronic delivery process, and are reminded that failure to do so may constitute a breach of obligations owed to the Eligible Users under this Contract. Contractor warrants that all electronic deliveries will be free of known, within reasonable industry standards, malware, bugs, Trojan horses, etc. Any electronic delivery that includes Public Data that Contractor processes or stores must be delivered within the specifications of this Contract.

36. **ACCEPTANCE PERIOD:** A Good, Custom Deliverable, or Service furnished under this Contract shall function in accordance with the specifications identified in this Contract and Solicitation. If the Goods and Custom Deliverables delivered do not conform to the specifications identified in this Contract and Solicitation ("Defects"), the Eligible Users shall within thirty (30) calendar days of the delivery date ("Acceptance Period") to notify Contractor in writing of the Defects. Contractor agrees that upon receiving such notice, it shall use reasonable efforts to correct the Defects within fifteen (15) calendar days ("Cure Period"). The Eligible User's acceptance of a Good, Custom Deliverable, or Services occurs at the end of the Acceptance Period or Cure Period.

    If after the Cure Period, a Good, Custom Deliverable, or Service still has Defects, then the Eligible User may, at its option: (a) declare Contractor to be in breach and terminate this Contract; (b) demand replacement conforming Goods, Custom Deliverables, or Services from Contractor at no additional cost to the Eligible User; or (c) continue the Cure Period for an additional time period agreed upon by the Eligible User and Contractor in writing. Contractor shall pay all costs related to the preparation and shipping of the products returned pursuant to this section. No products shall be accepted and no charges shall be paid until acceptance is met. The warranty period will begin upon the end of the Acceptance Period.

37. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the appropriate Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to an order under this Contract. The prices paid by the Eligible User will be those prices listed in this Contract, unless

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Contractor offers a discount at the time of the invoice. It is Contractor's obligation to provide correct and accurate invoicing. The Eligible User has the right to adjust or return any invoice reflecting incorrect pricing.

38. PROMPT PAYMENT DISCOUNT: Contractor may quote a prompt payment discount based upon early payment. Contractor shall list payment discount terms on invoices. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received.

39. PAYMENT:

1. Payments will be made within thirty (30) days from a correct invoice is received, whichever is later. After sixty (60) days from the date a correct invoice is received by the appropriate State official, the Contractor may assess interest on overdue, undisputed account charges up to a maximum of the interest rate paid by the IRS on taxpayer refund claims, plus two percent, computed similarly as the requirements of Section 15-6-3, Utah Prompt Payment Act of Utah Code, as amended. The IRS interest rate is adjusted quarterly, and is applied on a per annum basis, on the invoice amount that is overdue.

2. Unless otherwise stated in this Contract, all payments to Contractor will be remitted by mail, by electronic funds transfer, or by the Eligible User's purchasing card (major credit card). The Division will not allow Contractor to charge electronic payment fees of any kind.

3. The acceptance by Contractor of final payment without a written protest filed with the Eligible User within ten (10) working days of receipt of final payment shall release the Eligible User, the Division, and the State of Utah from all claims and all liability to Contractor for fees and costs pursuant to this Contract.

4. Contractor agrees that if during, or subsequent to the Contract an audit determines that payments were incorrectly reported or paid by the Eligible Users to Contractor, then Contractor shall, upon written request, immediately refund to the Eligible Users any such overpayments.

40. INDEMNIFICATION – INTELLECTUAL PROPERTY: Contractor warrants that any Good, Custom Deliverable, or Service furnished by Contractor under this Contract, including its use by the Eligible Users in unaltered form, will not, to Contractor's knowledge, infringe any third party copyrights, patents, trade secrets, and/or other proprietary rights that exist on the effective date of this Contract and/or that arise or are enforceable under the law of the United States of America.

Contractor will release, indemnify, and hold the Division, the Eligible Users, and the State of Utah harmless from liability or damages of any kind or nature, including Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article, or appliance furnished or used in Contractor's performance of this Contract. Additionally, if such a claim or liability is based upon an allegation that a Good, Custom Deliverable, or Service furnished by Contractor infringes on any right protected by any patent, copyright, trademark, trade secret, and/or proprietary right of any third party, Contractor agrees to indemnify and hold harmless the Division, the Eligible Users, and the State of Utah for any judgments, settlements, reasonable costs, and reasonable attorneys' fees resulting from such a claim or liability. Contractor shall defend all actions brought upon such matters to be indemnified hereunder and pay all costs and expenses incidental thereto; however, the Eligible Users shall have the right, at its option, to participate in the defense of any such action without relieving Contractor of any obligation hereunder. The parties agree that if there are any limitations of liability, including a limitation of liability clause in this Contract, such limitations of liability will not apply to this Section.

41. OWNERSHIP IN INTELLECTUAL PROPERTY: The parties each recognize that each has no right, title, or interest, proprietary or otherwise, in or to the name or any logo, or intellectual property owned or licensed by the other. Each agree that, without prior written consent of the other or as described in this Contract, it shall not use the name, any logo, or intellectual property owned or licensed by the other.

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42. OWNERSHIP IN CUSTOM DELIVERABLES: In the event that Contractor provides Custom Deliverables to the Eligible Users, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for Eligible Users and are specifically within the framework of fulfilling Contractor's contractual obligations under this contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the Eligible Users, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to the Eligible Users any and all copyrights in and to the Custom Deliverables, subject to the following:

1. Contractor has received payment for the Custom Deliverables,

2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the services performed under this contract ("Background IP"), and

3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of Eligible Users (collectively, the "Residual IP"), even if embedded in the Custom Deliverables.

4. Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by the Eligible Users.

Contractor agrees to grant to the Eligible Users a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the Eligible Users and the State of Utah to use the Custom Deliverables. The Eligible Users reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the Eligible User's internal purposes, such Custom Deliverables. For the Goods delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants the Eligible User a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for the Eligible User's internal business operation under this Contract. The Eligible User and the Division may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.

43. OWNERSHIP, PROTECTION AND USE OF RECORDS: Except for confidential medical records held by direct care providers, the Eligible Users shall own exclusive title to all information gathered, reports developed, and conclusions reached in performance of this Contract. Contractor may not use, except in meeting its obligations under this Contract, information gathered, reports developed, or conclusions reached in performance of this Contract without the express written consent of the Eligible User. Contractor agrees to maintain the confidentiality of records it holds for the Eligible Users as required by applicable federal, state, or local laws. Eligible Users shall own and retain unlimited rights to use, disclose, or duplicate all information and data (copyrighted or otherwise) developed, derived, documented, stored, or furnished by Contractor under this Contract. Contractor, and any Subcontractors under its control, expressly agrees not to use an Eligible User's confidential data without prior written permission from Eligible User.

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44. **PROTECTION, AND USE OF CONFIDENTIAL FEDERAL, STATE, OR LOCAL GOVERNMENT INTERNAL BUSINESS PROCESSES AND PROCEDURES:** In the event that the Eligible User provides Contractor with confidential federal or state business processes, policies, procedures, or practices, pursuant to this Contract, Contractor agrees to hold such information in confidence, in accordance with applicable laws and industry standards of confidentiality , and not to copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose such information to third parties or use such information for any purpose whatsoever other than the performance of this Contract. The improper use or disclosure by any party of protected internal federal or state business processes, policies, procedures, or practices is prohibited. Confidential federal or state business processes, policies, procedures, or practices shall not be divulged by Contractor or its Subcontractors, except for the performance of this Contract, unless prior written consent has been obtained in advance from the Eligible User.

45. **PROTECTION, AND RETURN OF DOCUMENTS AND DATA UPON CONTRACT TERMINATION OR COMPLETION:** All documents and data pertaining to work required by this Contract will be the property of the Eligible Users, and must be delivered to the Eligible Users within thirty (30) working days after termination or expiration of this Contract, regardless of the reason for contract termination, and without restriction or limitation to their future use. The costs for returning documents and data to the Eligible Users are included in this Contract.

46. **CONFIDENTIALITY:** Confidential Information may be disclosed to the Contractor under the terms of this Contract. If Confidential Information is disclosed to Contractor then Contractor agrees to adhere to the following:

    Contractor will: (a) limit disclosure of any Confidential Information to Authorized Persons who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Contract relates, and only for that purpose; (b) advise its Authorized Persons of the proprietary nature of the Confidential Information and of the obligations set forth in this Contract and require such Authorized Persons to keep the Confidential Information confidential; (c) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third parties, except as otherwise agreed to in writing by the Eligible Users. Contractor will promptly notify the Eligible Users of any misuse or misappropriation of Confidential Information that comes to Contractor's attention.

    Contractor shall be responsible for any breach of this duty of confidentiality contract by any of their officers, agents, subcontractors at any tier, and any of their respective representatives, including any required remedies and/or notifications under applicable law (Utah Code Section 13-44-101 thru 301 et al). Contractor shall indemnify, hold harmless, and defend the Division, the Eligible Users, and State of Utah from claims related to a breach of these confidentiality requirements by Contractor or anyone for whom the Contractor is liable. This duty of confidentiality shall be ongoing and survive the term of this Contract.

47. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the Division.

48. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the Division to declare Contractor in default of this Contract: (a) nonperformance of contractual requirements or (b) a material breach of any term or condition of this Contract. The Division will issue a written notice of default providing a fourteen (14) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the Division may do one or more of the following: (a) exercise any remedy provided by law; (b) terminate this Contract and any related contracts or portions thereof; (c) impose liquidated damages, if liquidated damages are listed in the contract; (d) suspend Contractor from receiving future solicitations; or (e) request a full refund of the Goods, Custom Deliverables, or Services furnished by Contractor that are defective or Services that were inadequately performed under this Contract.

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49. TERMINATION UPON DEFAULT: In the event this Contract is terminated as a result of a default by Contractor, the Division may procure or otherwise obtain, upon such terms and conditions as the Division deems appropriate, Goods, Custom Deliverables, or Services similar to those terminated, and Contractor shall be liable to the Division for any and all cover costs and damages arising therefrom, including attorneys' fees, excess costs and fees, and cost of cover together with incidental or consequential damages, incurred by the Division in obtaining similar Goods, Custom Deliverables, or Services.

50. FORCE MAJEURE: Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The Division and the Eligible Users may immediately terminate this Contract after determining such delay will reasonably prevent successful performance of this Contract.

51. PROCUREMENT ETHICS: Contractor understands that a person who is interested in any way in the sale of any supplies, services, products, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or who in any official capacity participates in the procurement of such supplies, services, products, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.

52. CONTRACTOR'S INSURANCE RESPONSIBILITY. The Contractor shall maintain the following insurance coverage:

a. Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.

b. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars ($1,000,000.00) per person per occurrence and three million dollars ($3,000,000.00) aggregate per occurrence.

c. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be $1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.

d. Other insurance policies required in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State before the Contract may commence.

The State reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

53. RESERVED

54. CONFLICT OF TERMS: Contractor terms and conditions that apply must be in writing and attached to this Contract. No other terms and conditions will apply to this Contract including terms listed or referenced on a

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Contractor's website, terms listed in a Contractor quotation/sales order, purchase orders, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: (a) this Attachment A; (b) Contract Signature Page(s); (c) State of Utah's Additional Terms and Conditions, if any; and (d) Contractor Terms and Conditions, if any. Attachment A will be given precedence over any provisions including, limitation of liability, indemnification, standard of care, insurance, or warranty, and will not be nullified by or exception created by more specific terms elsewhere in this Contract.

55. **ENTIRE AGREEMENT:** This Contract shall constitute the entire agreement between the parties, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

56. **SURVIVORSHIP:** This paragraph defines the specific contractual provisions that will remain in effect after expiration of, the completion of, or termination of this Contract, for whatever reason: (a) Contract Jurisdiction, Choice of Law, and Venue; (b) Secure Protection and Handling of Public Data; (c) Data Breach Responsibilities; (d) Ownership in Custom Deliverables; (e) Ownership, Protection, and Use of Records, including Residuals of such records; and (f) Ownership, Protection, and Use of Confidential Federal, State, or Local Government Internal Business Processes, including Residuals of such confidential business processes; (g) Ownership, Protection, and Return of Documents and Data Upon Contract Termination or Completion; (h) Confidentiality; (i) Conflict of Terms; and (j) any other terms that by their nature would survive the expiration of, completion, or termination of this contract.

57. **WAIVER:** The waiver by either party of any provision, term, covenant, or condition of this Contract shall not be deemed to be a waiver of any other provision, term, covenant, or condition of this Contract nor any subsequent breach of the same or any other provision, term, covenant, or condition of this Contract.

58. **CONTRACT INFORMATION:** During the duration of this Contract, the Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies.

59. **COMPLIANCE WITH ACCESSIBILITY STANDARDS:** Contractor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973. Contractors must also adhere to Utah Administrative rule R895-14-1-3-3, which states that vendors developing new websites or applications are required to meet accessibility guidelines subject to rule R895 and correct any items that do not meet these guidelines at no cost to the agency; and Rule R895-14-1-4-2, which states that vendors proposing IT products and services shall provide Voluntary Product Accessibility Template® (VPAT™) documents. Contractor acknowledges that all Goods and Custom Deliverables that it licenses, contracts, or sells to DTS under this contract are accessible to people with disabilities.

60. **RIGHT TO AUDIT:** Contractor agrees to, upon written request, permit Division, or a third party designated by the Division, to perform an assessment, audit, examination, or review of all of Contractor's sites and environments - including physical, technical, and virtual sites and environments - in order to confirm Contractor's compliance with this Contract; associated Scopes of Work; and applicable laws, regulations, and industry standards. Contractor shall fully cooperate with such assessment by providing access to knowledgeable personnel; physical premises; records; technical and physical infrastructures; and any other person, place, or object which may assist the Division or its designee in completing such assessment. In addition, upon request, Contractor shall provide the Division with the results of any audit performed by or on behalf of Contractor that would assist the Division or its designee in confirming Contractor's compliance with this Contract; associated Scopes of Work; and applicable laws, regulations, and industry standards.

61. **LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.

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62. **ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Goods based upon the same terms, conditions and prices of this Contract.

63. **INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Goods from this Contract will be treated as if they were individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.

64. **QUANTITY ESTIMATES:** The Division does not guarantee any purchase amount under this Contract. Estimated quantities are for Solicitation purposes only and are not to be construed as a guarantee.

65. **ORDERING:** Orders will be placed by the using Eligible User directly with Contractor's Authorized Resellers identified on Contractor's NASPO site at http://www.purestorage.com/company/how-to-buy/wsca.html All orders will be shipped promptly in accordance with the terms ofthis Contract.

66. **REPORTS AND FEES**:

1. **Administrative Fee:** Contractor agrees to provide a quarterly administrative fee to the State in the form of a Check or EFT payment. The fee will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, 3150 State Office Building, Capitol Hill, PO Box 141061, Salt Lake City, UT 84114. The Administrative Fee will be one percent (1%) and will apply to all purchases (net of any returns, credits, or adjustments) made under this Contract.

2. **Quarterly Reports:** Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the quantities and dollar volume of purchases by each agency and political subdivision. The quarterly report will be provided in secure electronic format and/or submitted electronically to the Utah reports email address: salesreports@utah.gov.

3. **Report Schedule:** Quarterly utilization reports shall be made in accordance with the following schedule:

Period End	Reports Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

4. **Fee Payment:** After the Division receives the quarterly utilization report it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.

5. **Timely Reports and Fees:** If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.

If Services are applicable to this Contract, the following terms and conditions apply to this Contract:

67. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence.

68. **PERFORMANCE EVALUATION:** The Division may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.

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69. ADDITIONAL INSURANCE REQUIREMENTS:

1. Professional liability insurance in the amount as described in the Solicitation for this Contract, if applicable.

2. Any other insurance policies described or referenced in the Solicitation for this Contract.

3. Any type of insurance or any increase of limits of liability not described in this Contract which the Contractor requires for its own protection or on account of any federal, state, or local statute, rule, or regulation shall be its own responsibility, and shall be provided at Contractor's ownexpense.

4. The carrying of insurance required by this Contract shall not be interpreted as relieving the Contractor of any other responsibility or liability under this Contract or any applicable law, statute, rule, regulation, or order. Contractor must provide proof of the above listed policies within thirty (30) days of being awarded this Contract.

70. STANDARD OF CARE: The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract.

71. STATE REVIEWS, LIMITATIONS: The Division reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor.

72. TRAVEL COSTS: The following will apply unless otherwise agreed to in the contract: All travel costs associated with the delivery of Services under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to the Contractor for correction.

6. Primary Contacts:

The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor:

Name	Kim Bradbury
Address	650 Castro Street, Mt. View, CA 94041
Phone	301-717-9968
Fax	410-414-2117
E-Mail	Kim.bradbury@purestorage.com

Participating Entity:

Name	Justin Dalton
Address	3150 State Office Building Salt Lake City, UT 84114
Phone	801-538-3283
Fax	801-538-3882

DocuSign Envelope ID: 99E60A25-80E5-494C-A51E-4DA76062AD1B

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E-Mail	justindalton@utah.gov

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: State of Utah	Contractor: Pure Storage, Incorporated
Signature:	Signature:
Name: Terri O'Toole	Name: Gary Newgaard
Title: Asst. Dir.	Title: Group VP, Public Sector
Date: 4-16-18	Date: April 12, 2018

Gary Newgaard

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 1/25/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Paul Drake, Director of Real Estate & TOC
PRESENTER(S): Jordan Swain, TOC Project Manager

TITLE:

Contract: Task Ordering Agreement for TOD Station Area Planning Consultant Pool B (Mott MacDonald, LLC)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Authorize the Executive Director to execute the task ordering agreement and with Mott MacDonald, LLC with an estimated total cost of $600,000; and to add them to the Station Area Planning Pool of Consultants (Pool B). If total costs under this task ordering agreement exceed $600,000, additional board approval will be required.

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

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

CONTRACT SUMMARY:

Contractor Name:	Mott MacDonald, LLC
Contract Number:	22-0356712
Base Contract Effective Dates:	1/25/2023 to 11/01/2027
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	$0
Procurement Method:	RFQU (Qualifications)
Budget Authority:	Future Capital Plans

ALTERNATIVES:

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

FISCAL IMPACT:

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

ATTACHMENTS:

1. Task Ordering Agreement

DocuSign Envelope ID: 45976A9F-1961-47DC-BAB1-DF2019444908

TASK ORDERING AGREEMENT FOR PROFESSIONAL SERVICES
UTA CONTRACT #22-0356712
TOD Station Area Planning Consultant Pool B

This Task Ordering Agreement (TOA) is entered into and made effective as of the date of last signature below (the "Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and Mott MacDonald, LLC ("Consultant").

RECITALS

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

WHEREAS, On March 17, 2022, UTA issued Request for Qualifications Package Number 22-03567 ("RFQu") encouraging interested parties to submit Statement of Qualifications (SOQ) to perform the services described in the RFQu.

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

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

AGREEMENT

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

1. SERVICES TO BE PROVIDED

a. Consultant shall perform all Tasks issued under this TOA as set forth in the Scope of Services (Exhibit A). Except for items (if any) which this Contract specifically states will be UTA-provided, Consultant shall furnish all the labor, material and incidentals necessary for the Work.

b. Notwithstanding anything else herein to the contrary, Consultant shall perform all Work under this TOA in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.

c. All Work shall conform to generally accepted standards in the transit industry. Consultant shall perform all Work in compliance with applicable laws, regulations, rules, ordinances, permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection.

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d. Consultant shall furnish only qualified personnel and materials necessary for the performance of the Work.

e. When performing Work on UTA property, Consultant shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.

f. Consultant is not guaranteed to receive any minimum number of task orders under this Agreement.

2. TASK ORDER ISSUANCE

a. The Consultant's shall perform services with respect to a wide variety of tasks, as described in Exhibit A at the request of UTA.

b. Each discrete item is referred to as a "Task." UTA and the Consultant will negotiate scope, schedule, and lump sum or not-to-exceed price for each Task, and document those and other terms, as necessary, in a written "Task Order" in substantively the same format as that attached as Exhibit A. The lump sum or not-to-exceed price for each Task shall be developed in accordance with Section 5 of this Contract and Exhibit C. Upon the execution of a Task Order, the Consultant shall perform services for that Task, including furnishing all the materials, appliances, tools, and labor of every kind required, and constructing and completing in the most substantial and skillful manner, the work identified in the scope of work attached as an Exhibit to that Task Order.

c. If UTA and the Consultant are unable to agree on the price, scope, or other terms of a Task Order, UTA shall retain the right to remove the Task from the scope of the on-call Consultant and procure the item outside this Contract.

3. PROGRESS OF WORK

a. Consultant shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.

b. Consultant shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.

c. Consultant shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.

d. Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA, and shall not relieve Consultant of its responsibility to comply with the Contract requirements.

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e. UTA will have the right to inspect, monitor and review any Work performed by Consultant hereunder as deemed necessary by UTA to verify that such Work conforms to the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA, and shall not relieve Consultant of its responsibility to comply with the Contract requirements.

f. UTA shall have the right to reject Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, Consultant shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to conform to the Contract requirements.

g. If Consultant fails to promptly remedy rejected Work as provided in Section 3 (f) UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other Consultants or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Consultant.

4. FINAL ACCEPTANCE OF TASKS

Each Task shall be entirely completed – including all punch list items, final cleanup, etc. – by the final acceptance date specified in the applicable Task Order. When, in the opinion of UTA's PM, the Consultant has fully performed the work under a Task Order, UTA's PM will notify the Consultant of final acceptance.

Final acceptance will be final and conclusive except for defects not readily ascertainable by UTA, actual or constructive fraud, gross mistakes amounting to fraud, or other errors which the Consultant knew or should have known about, as well as UTA's rights under any warranty or guarantee. Final acceptance may be revoked by UTA at any time prior to the issuance of the final payment by UTA or upon UTA's discovery of such defects, mistakes, fraud, or errors in the work even after final payment is issued.

5. PERIOD OF PERFORMANCE

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect until all Work is completed in accordance with this Contract, as reasonably determined by UTA. Consultant shall complete all Work no later than November 1, 2027. This completion date may be extended if Consultant and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.)

6. COMPENSATION

Unless otherwise agreed in a Task Order, payment for the completion of Tasks will be in the form of a lump sum or not-to-exceed price negotiated between UTA and the Consultant and set forth in an executed Task Order. The lump sum or not-to-exceed price will be negotiated through an open-book cost estimating process based on the pricing elements set forth in Exhibit C. The lump sum or not-to-exceed price will be paid to the Consultant for satisfactory completion of all work identified in the applicable Task Order. Except as amended by UTA-issued change orders, the amount to be paid to the Consultant for all

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costs necessary to complete the work, whether stated or reasonably implied in the Task Order or other contract documents, will not exceed the lump sum or not-to-exceed price, including all labor, materials, equipment, supplies, small tools, incidental expenses, and any other direct or indirect associated costs'.

7. INCORPORATED DOCUMENTS

a. The following documents hereinafter listed in chronological order, are hereby incorporated into the Contract by reference and made a part hereof:

   1. The terms and conditions of this Task Ordering Agreement (including any exhibits and attachments hereto).
   2. UTA's RFQu including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services;
   3. Consultant's Proposal including, without limitation, all federal certifications (as applicable);

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

8. ORDER OF PRECEDENCE

The Order of Precedence for this contract is as follows:

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

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

9. CHANGES

a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:

   1. In the Scope of Services;
   2. In the method or manner of performance of the Work; or
   3. In the schedule or completion dates applicable to the Work.

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

b. A change in the Work may only be directed by UTA through a written Change Order or

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(alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.

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

   A. The date, circumstances, and source of the change; and

   B. That Consultant regards the identified item as a change in Work giving rise to an adjustment in this Contract.

   Consultant must provide notice of a "constructive" change and assert its right to an equitable adjustment under this Section within 30 days after Consultant becomes aware (or reasonably should have become aware) of the facts and circumstances giving rise to the "constructive" change.

d. As soon as practicable, but in no event longer than 30 days after providing notice, Consultant must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Consultant's entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 21 of this Contract.

10. INVOICING PROCEDURES

a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services. Contractor shall submit invoices to ap@rideuta.com for processing and payment. To timely process invoices, Contractor shall include the following information on each invoice:
   i. Contractor Name
   ii. Unique Invoice Number
   iii. PO Number
   iv. Invoice Date
   v. Detailed Description of Charges
   vi. Total Dollar Amount Due

b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset

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

11. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT

Upon payment in full for services rendered, any final 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 ("Deliverables"), shall become the property of UTA when prepared, and, together with any documents or information furnished to Consultant and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Goods and Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Consultant, Consultant hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's Consultants, agent, officers, directors, employees, joint owners, affiliates and consultants. UTA acknowledges that Consultant shall not be liable or responsible for any improper or unintended use, misuse or modification of any Deliverables, which for which UTA shall, to the fullest extent permitted by law, indemnify and hold Consultant harmless against any claim, liabilities, costs or damages arising or related to such improper or unintended misuse, reuse or modification of a Deliverable(s).

12. USE OF SUBCONSULTANTS

a. Consultant shall give advance written notification to UTA of any proposed subcontract (not indicated in Consultant's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subconsultants, such approval not to be withheld unreasonably.

b. No subsequent change, removal or substitution shall be made with respect to any such subconsultant without the prior written approval of UTA.

c. Consultant shall be solely responsible for making payments to subconsultants, and such payments shall be made within thirty (30) days after Consultant receives corresponding payments from UTA.

d. Consultant shall be responsible for and direct all Work performed by subconsultants.

e. Consultant agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Consultant further agrees that all subcontracts shall comply with all applicable laws.

13. KEY PERSONNEL

Consultant shall provide the key personnel as indicated in Consultant's Proposal (or other applicable provisions of this Contract) and shall not change any of said key personnel without the express written

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consent of UTA. The following personnel are considered to be "key" under this clause:

Eric Banghart, AICP – Project Manager
David Warnock, PE – Project Director
Darlene Gonzalez – Analysis Lead
Robert Bushnell, PE - Engineering Lead
Kelly Gillman, ASLA, AICP – Urban Design Lead

If the key personnel listed above are changed without UTA's permission, the Consultant is in default of the contract and liable for default damages.

14. SUSPENSION OF WORK

a. UTA may, at any time, by written order to Consultant, require Consultant to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.

b. If a Suspension of Work Order issued under this Article is canceled, Consultant shall resume Work as mutually agreed to in writing by the parties hereto.

c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.

d. If the Suspension of Work causes an increase in Consultant's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Consultant for the additional costs or time, and modify this Contract by Change Order.

15. TERMINATION

a. **FOR CONVENIENCE**: UTA shall have the right to terminate the Contract at any time by providing written notice to Consultant. If the Contract is terminated for convenience, UTA shall pay Consultant: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subconsultant termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Consultant shall promptly submit a termination claim to UTA. If Consultant has any property in its possession belonging to UTA, Consultant will account for the same, and dispose of it in the manner UTA directs.

b. **FOR DEFAULT:** If Consultant (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subconsultants or suppliers;

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or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Consultant seven (7) days written notice to cure such default:

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

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

d. **TERMINATION OF TASKS OR TOA**

UTA's termination rights under this Article shall apply, in UTA's discretion, to either an individual task order or the entire TOA. Where the TOA is terminated for convenience, the Consultant shall be entitled to payment in full for all tasks satisfactorily completed prior to the termination date. Where a task is terminated prior to acceptance by UTA, Consultant shall be entitled to its actual allowable and allocable costs expended to the date of termination for the terminated task.

16. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

Consultant shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of this Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Consultant shall also retain other books and records related to the performance, quality or management of this Contract and/or Consultant's compliance with this Contract. Records shall be retained by Consultant for a period of at least six (6) years after completion of the Work, or until any audit initiated within that six-year period has been completed

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(whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Consultant agrees that it shall flow-down (as a matter of written contract) these records requirements to all subconsultants utilized in the performance of the Work at any tier.

17. FINDINGS CONFIDENTIAL

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

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

mitigation of the breach for review and approval by UTA.

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

18. PUBLIC INFORMATION.

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

19. GENERAL INDEMNIFICATION

Consultant shall indemnify, and hold harmless UTA, its officers, trustees, and employees (hereinafter collectively referred to as "Indemnitees") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") related to bodily injury, including death, or loss or damage to tangible or intangible property to the extent caused, in whole or in part, by the negligent and willful misconduct acts or omissions of Consultant or any of its owners, officers, directors, agents, employees or subconsultants. This indemnity includes any claim or amount arising out of the failure of such Consultant to conform to federal, state, and local laws and regulations. If an employee of Consultant,

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

20. INSURANCE REQUIREMENTS

Standard Insurance Requirements

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

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

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

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

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

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

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

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insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

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

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

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

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

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

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

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

1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated upon mutual written agreement after the consultant's assessment of the exposure for this contract; for their own protection and the protection of UTA.

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources by UTA.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be

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suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be sent to insurancecerts@rideuta.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract. All certificates required by this Contract shall be emailed directly to Utah Transit Authority's contract administrator Vicki Woodward at vwoodward@rideuta.com. The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time, and in such event the Utah Transit Authority agrees to maintain and protect such policy(ies) using the same degree of reasonable care that UTA uses to protect its own proprietary documents provided the documents are properly marked as proprietary or confidential by Consultant. In such an event, Consultant shall also be required to provide a written justification supporting why the documents are considered proprietary at the time of submittal, consistent with applicable law. . DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

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

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

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Services, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

21. INTELLECTUAL PROPERTY INDEMNIFICATION

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

b. Consultant shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or Claims made or filed against UTA or upon the Work or the property on which the Work is located on account of any labor performed or labor, services, and equipment furnished by subconsultants of any tier; and (ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Consultant or its subconsultants of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, Consultant, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Consultant fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subconsultant, Consultant shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Consultant fails to do so, Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

22. INDEPENDENT CONTRACTOR

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

23. PROHIBITED INTEREST

No member, officer, agent, or employee of UTA during his or her tenure or for one year thereafter shall have any interest, direct or indirect, including prospective employment by Consultant in this

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Contract or the proceeds thereof without specific written authorization by UTA.

24. CLAIMS/DISPUTE RESOLUTION

a. "Claim" means any disputes between UTA and the Consultant arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 6. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

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

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

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

Level of Authority		**Time Limit**
UTA	**MOTT MACDONALD, LLC**	
UTA's Project Manager	Consultant's Project Manager	Five calendar days
UTA's Director of Real Estate & TOD	Consultant's Project Director	Five calendar days
UTA's Chief Service Development Officer	Consultant's Division Manager	Five calendar days

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

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

25. GOVERNING LAW

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

26. ASSIGNMENT OF CONTRACT

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

27. NONWAIVER

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

28. NOTICES OR DEMANDS

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

b. If to UTA:
Utah Transit Authority
ATTN: Vicki Woodward
669 West 200 South
Salt Lake City, UT 84101

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

If to Consultant
Mott MacDonald, LLC
Eric Banghart, AICP
Project Manager
1000 Wilshire Blvd., Suite 400
Los Angeles, CA 90017

with a copy to:
Mott MacDonald, LLC
111 Wood Avenue South
Iselin, NJ 08830-4112
Attention: General Counsel
Phone 973-379-3400

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

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

29. CONTRACT ADMINISTRATOR

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

30. INSURANCE COVEREAGE REQUIREMENTS FOR CONSULTANT EMPLOYEES ON DESIGN AND CONSTRUCTION CONTRACTS

a. The following requirements apply to design and construction contracts to the extent that: (i) the initial value of this Contract is equal to or in excess of $2 million; (ii) this Contract, with subsequent modifications, is reasonably anticipated to equal or exceed $2 million; (iii) Consultant has a subcontract at any tier that involves a sub-consultant that has an initial subcontract equal to or in excess of $1 million; or (iv) any subcontract, with subsequent modifications, is reasonably anticipated to equal or exceed $1 million:

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

c. Consultant shall also demonstrate to UTA that subconsultants meeting the above-described subcontract value threshold have and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5for the subconsultant's employees and the employee's dependents during the duration of the subcontract.

31. COSTS AND ATTORNEYS' FEES

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

32. NO THIRD-PARTY BENEFICIARY

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

33. FORCE MAJEURE

Neither party to the Contract will be held responsible for delay or default caused by Force Majeure events, including but not limited to fire, riot, acts of God and/or war, or events which are beyond that party's reasonable control. UTA may terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

34. UTAH ANTI-BOYCOTT OF ISRAEL ACT

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

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this contract.

35. SEVERABILITY

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

36. ENTIRE AGREEMENT

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

37. AMENDMENTS

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

38. COUNTERPARTS

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

39. SURVIVAL

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

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

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12/13/2022

UTAH TRANSIT AUTHORITY:

By Date:
Jay Fox,
Executive Director

By Date:
Mary DeLoretto,
Chief Service Development Officer

DocuSigned by:
Approved as to Content and Form
Mike Bell
By: Date:
70E33A415BA44F6...
Mike Bell, AAG State of Utah
And UTA Legal Counsel

Reviewed & Recommended

By: Date:
Jordan Swain
TOD Project Manager

UTA Project Number 22-0356712VW

MOTT MACDONALD, LLC .

DocuSigned by:
By: Conrad Fawcett Date: 12/13/2022
018A1E0C50FD4B9...
Conrad Fawcett
Vice President

DocuSigned by:
By: Eric Banghart Date: 12/13/2022
E2FF6A20D005442...
Eric Banghart
Project Manager
Federal ID#16-1006700

EXHIBIT A – SCOPE OF SERVICES

All individual Task Orders that are issued to the Consultant will contain their own specific Statement of work. Each Individual Task Order will include a scope of services specific to the needed services which is within the scope of the statement of services contained in the RFQu.

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

UTA is awarding of one or more Master Tasks Ordering Agreements(s) (MTOA). Mott MacDonald, LLC. being awarded a MTOA for POOL B: Infrastructure Needs Assessments

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

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

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

POOL B: Infrastructure Needs Assessments

Element 1: Assessment and Recommendations

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

Element 2: Cost and Financing Analysis

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

EXHIBIT B – PRICING

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

No.	Firm	Prime	Sub	Last Name	First Name	Discipline/Classification	Basic Hourly Rate	Overhead rate Percentage	Fee	Fully Burdened Bill Rate
1	Mott MacDonald	X		Banghart	Eric	Project Manager	$ 97.60	176.31%	10%	$ 296.65
2	Mott MacDonald	X		Warnock	David	Project Director	$ 127.38	176.31%	10%	$ 387.16
3	Mott MacDonald	X		Gonzalez-Szabo	Darlene	Transportation Planner	$ 47.17	176.31%	10%	$ 143.37
4	Mott MacDonald	X		Cheung	Maggie	Principal Planner	$ 62.69	176.31%	10%	$ 190.54
5	Mott MacDonald	X		Hu	Mengzhao	Senior Project Planner	$ 73.21	176.31%	10%	$ 222.52
6	Mott MacDonald	X		Scrivener	Allie	Principal Planner	$ 62.21	176.31%	10%	$ 189.08
7	Mott MacDonald	X		Worley	Paul	Planning & Funding Director	$ 95.90	176.31%	10%	$ 291.48
8	Mott MacDonald	X		Croucher	Stuart	Transportation Planner	$ 57.52	176.31%	10%	$ 174.83
9	Mott MacDonald	X		Lu	Ryland	Transportation Planner	$ 39.50	176.31%	10%	$ 120.06
10	Mott MacDonald	X		Banker	Jean	Planning & Funding Director	$ 109.88	176.31%	10%	$ 333.97
11	Mott MacDonald	X		McCullough	Kaoru	Project Engineer	$ 81.01	176.31%	10%	$ 246.22
12	Mott MacDonald	X		Bushnell	Robert	Project Engineer	$ 83.38	176.31%	10%	$ 253.43
13	Mott MacDonald	X		Dave	Parth	Design Engineer	$ 46.60	176.31%	10%	$ 141.64
14	Mott MacDonald	X		McFadden	Tyler	Design Engineer	$ 41.26	176.31%	10%	$ 125.41
15	Mott MacDonald	X		Tucker	Darren	Lead Engineer	$ 75.91	176.31%	10%	$ 230.72
16	Mott MacDonald	X		Park	Ryan	Senior Project Planner	$ 72.12	176.31%	10%	$ 219.20
17	Mott MacDonald	X		Bedrosian	Noah	Project Engineer	$ 33.66	176.31%	10%	$ 102.31
18	Mott MacDonald	X		Santosa	Eddy	Senior Specialist	$ 76.93	176.31%	10%	$ 233.82
19							$	%	%	$
20							$	%	%	$

Signature: 
Title: Vice President
Date; 8/4/22

Mott MacDonald, LLC., annual rate adjustment occurs Oct 1 of each year starting 2023: * Annual escalation of 3%

CONTRACT PRICING STRUCTURE

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

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EXHIBIT C – TASK ORDER TEMPLATE

TASK ORDER NO. _____
TASK ORDER NAME: _____

This is Task Order No. _____ to Contract No. _____ entered into by and between Utah Transit Authority (UTA) and _____, (Contractor) as of _____, _____, 202_

This Task Order is part of the above-described Contract and is governed by the terms thereof.
The purpose of this Task Order is to specifically define the scope, schedule, lump sum price, or not-to-exceed and other terms applicable to the work identified herein.
UTA and Contractor hereby agree as follows:

1.0 SCOPE OF SERVICES

The scope of work for this Task Order _____ is hereby attached and incorporated into this Task Order.

2.0 SCHEDULE

The Substantial Completion Date for this Task is _____, ____, 202_. The Final Acceptance Date for this Task is _____, _____, 202_.

3.0 PRICE

The lump sum or not-to-exceed (select one) price for this task order is _____.
Invoices will be billed on monthly, milestone or task completion basis (select one).

4.0 APPLICABILITY OF FEDERAL FORMS AND CLAUSES

This Task Order does ☐ does not☐ [Check Applicable] include federal assistance funds which requires the application of the Federal Forms and Clauses appended as Exhibits D and E on the Contract.

IN WITNESS WHEREOF, this Task Order has been executed by UTA and the Contractor or its appointed representative

UTAH TRANSIT AUTHORITY:

By: _____
Date

By: _____
Date

By: _____
Date

By: _____

CONTRACTOR:

By: _____

Date: _____

ATTACHMENT 1 – TASK ORDER STATEMENT OF WORK OR SERVICES

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EXHIBIT D – FEDERAL FORMS

ATTACHMENT A: EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE STATEMENT

The undersigned states on behalf of the Bidder / Offeror Mott MacDonald, LLC.

A. The Bidder / Offeror has given or will give, prior to the commencement of an approved UTA project, notice to all pertinent personnel, i.e., managers, supervisors, employees, unions, subconsultants, etc. of the Bidder / Offeror EEO and DBE policies and procedures and its intent and effort to realize such procedures in connection with the EEO and DBE requirements that UTA is required to follow as a Federal Transit Administration Grantee.

B. Bidder / Offeror designates – Name Eric Banghart

Title Project Manager

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

C. Bidder / Offeror will cooperate fully with UTA and ensure equal employment opportunity to the maximum extent possible during the term of this contract. Attachment A-5 must be completed and submitted. If the Bidder / Offeror employs 50 or more persons and, or will be entering into a contract hereunder in an amount of $50,000 or more, then an EEO Plan for employment of minorities and women must be submitted. UTA will further be kept fully informed of any refusals by unions or others to cooperate with UTA's and the Bidder / Offeror EEO and DBE requirements.

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

Company Name: Mott MacDonald, LLC

Address: 6975 Union Park Center, Suite 600, Midvale, UT 84047

Signed: C. Fawcett

Title: Conrad Fawcett, Vice President

Phone Number: (206) 495-8137

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ATTACHMENT A-1: DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM

DBE PROJECT GOAL: Race Neutral

The Bidder / Offeror must check the appropriate box, provide the information requested, and sign this form certifying to the accuracy of the information provided, and submit this form with its bid. Failure to complete and submit this form may result in rejection of the bid/SOQ as non-responsive. Race neutral procurements do not require good faith effort documentation.

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

Bidders/Offerors shall submit and attach evidence with this form that the DBEs being submitted for work on this project are presently certified by the Utah Uniform Certification Program (UUCP). The DBE Letters of Intent (Attachment A-2) are included with this DBE Participation Form.

DBE Name & Address	Description of Work	$ Amount of Participation	% of Total Price
Jacques & Associates	Public Outreach	$ TBD	TBD %
		$	%
		$	%
		$	%

(Attach additional sheets if necessary)

☐ Bidder / Offeror ***does not*** meet the DBE goal for this contract. **Bidder / Offeror certifies that it has made good faith efforts** in accordance with the bid/SOQ instructions to meet the DBE goal, but, despite those efforts, has been unable to meet the goal. The Good Faith Efforts Documentation Form (Attachment A-3) is attached to this DBE Participation Form. **Please list above ANY DBE participation your firm has committed to.**

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☐ Bidder / Offeror ***does not*** meet the DBE goal for this contract. **Bidder / Offeror certifies that there exists no opportunity for subcontracting as part of this project**. It is the general practice of Bidder / Offeror's firm to perform all work of this nature solely with its own work force and to do otherwise would constitute a violation of industry standards. Attachment A-3, Good Faith Effort Documentation Form, is not required under this selection.

Date: April 21, 2022

Company Name: Mott MacDonald, LLC

Signature: C. Fawcett

Printed Name: Conrad Fawcett

Title: Vice President

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MOTT MACDONALD

UTA TOD Station Area Consulting Services

April 1, 2022

Sydne Jacques
Jacques & Associates, Inc.
331 N. 280 W.
Orem, UT 84057

Dear Ms. Jacques,

Mott MacDonald is submitting a bid/proposal with the intent to be awarded a contract with the Utah Transit Authority for the performance of the above-referenced project and if our firm is awarded the contract, shall act as prime contractor for this project.

Please sign this "Letter of Intent to Subcontract" to verify that you are willing to participate and enter into a subcontract with our firm to provide support of the UTA TOD Station Area Consulting Service Pool contract. The value of these services will be determined once we have negotiated specific scope(s) with UTA.

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

Reference
UTA Contract 22-03567VW

Mott MacDonald
6975 Union Park Center
Suite 600
Midvale, UT 84047
United States of America

T +1 (801) 571 6522
mottmac.com

Jacques & Associates, Inc
has read and certifies to the above:

Sydne Jacques
Signature

Sydne Jacques
Printed Name

CEO
Title

Mott MacDonald, LLC:

Signature

David Warnock
Printed Name

Vice President
Title

David Warnock, PE
Rail & Transit Practice Leader, West
626.319.2402
david.warnock@mottmac.com

cc	Conrad Fawcett	Mott MacDonald
	Eric Banghart	Mott MacDonald

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Utah Unified Certification Program

Certifies that:

Jacques & Associates

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

Disadvantaged Business Enterprise Program

Certificate Expires: 10-25-2022

Judy Romrell - UUCP CERTIFYING OFFICIAL

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ATTACHMENT A-3: GOOD FAITH EFFORTS DOCUMENTATION FORM

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

Firm Name	Contact Person	Area of Expertise	Date	Response
Jacques & Associates	Sydne Jacques	Public Relations	3/23/22	Accepted

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

Date: April 21, 2022

Signature: C. Fawcett

Printed Name: Conrad Fawcett

Title: Vice President

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ATTACHMENT A-5: EMPLOYMENT PRACTICES / EEO PLAN

A) Consultants that have less than 50 employees or have a contract for less than $50,000 yet more than $10,000 are responsible to complete the following information outlining their employment goals on this UTA project.

Prepared By: David Warnock, Vice President
(Print name & title)

Solicitation No. 22-03567VW

Name of Project TOD Station Area Consulting Services Pools

Location of Workforce Global

Prime Consultant Mott MacDonald, LLC

In keeping with UTA policy of nondiscrimination in employment practices, the Mott MacDonald (Name of Company) has set as a project goal for the utilization of minorities, which is _____%. Minority goals are formulated in terms of craft work hours performed in a specific Standard Metropolitan Statistical Area (SMSA). (Name of Company) has set as a project goal for the utilization of females, which is 6.9%. The Mott MacDonald, LLC (Company name), by its Vice President (Title of Company Representative) assures to the UTA that good faith efforts will be used to achieve said goals. The good faith efforts proposed are described in the attached narrative.

B) Requirements Concerning The Submission Of An EEO Plan (For all construction and non-construction Consultants)

If the Consultant has 50 or more employees **and** a contract of $50,000 or more is contemplated, an EEO Plan should be submitted **in lieu** of this form per the specifications noted in the instruction to offerors.

C. Fawcett Conrad Fawcett, Vice President
Signature and Title of Company Official (Consultant)

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MOTT MACDONALD

TO: All Mott MacDonald Employees and Prospective Employees

I confirm that it is the Policy of Mott MacDonald to offer fair and equal employment opportunity for everyone, regardless of race, creed, color, religion, sex, age, national origin, marital status, sexual orientation, disability, status as a Vietnam Vet, special disabled veteran, citizen status or any other protected class, as defined by federal, state or local law.

This policy will continue to apply to hiring, placement, promotion, reclassification, transfer, recruitment, layoff, compensation, and any other aspects of employment.

The Human Resources Department has been assigned the specific responsibility for implementing and monitoring affirmative action and other equal employment opportunity programs. To ensure proactive measures are in place, Mott MacDonald has an Affirmative Action Plan, which is updated annually and is available in the Human Resources Department for your review upon request.

Although the Human Resources Department is responsible for implementation of the affirmative action plan, all of us are responsible to see that equal employment opportunity is a reality at Mott MacDonald, not simply because it is our policy or because it is the law, but because it is right.

I know you will help us in this important effort.



Sincerely yours,
Nicholas M. DeNichilo
President and CEO
Mott MacDonald North America

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MOTT MACDONALD

Equality, diversity and inclusion (EDI)

Purpose

The purpose of this policy is to set out our expectation of how everyone who works at Mott MacDonald is expected to uphold our global commitment to equality, diversity, and inclusion (EDI), as also set out in our CODE and global strategy.

This includes our behaviour at work as well as how we communicate and behave outside of work and on social media, especially where we are clearly identifiable as a Mott MacDonald employee.

Commitment

We are committed to complying with all relevant employment and equality legislation and regulation in the countries where we work.

Our definition of diversity means that we seek to promote equality across a broad range of dimensions including, but not limited to:

- Age
- Caring responsibilities
- Caste
- Class/social mobility
- Colour
- Disability
- Gender identity
- Veteran status
- Nationality
- Neurodiversity
- Marital status
- Parental status
- Race or ethnic origin
- Religious belief
- Sexual orientaion

We are also committed to having fair employment policies in accordance with local standards and cultures.

Our commitment to EDI is global, and wherever possible we will show sensitivity to cultural differences.

We have a zero-tolerance approach to discrimination, harassment, victimisation and intimidating or offensive behaviour.

Adhering to this policy is a condition of employment and breaches could result in disciplinary action.

Responsibility

An Executive Board member is responsible for this policy, that it is understood and effectively implemented at all levels within the Group.

General managers are responsible for the day-to-day implementation of the policy. Staff that recruit, select, train, develop and promote employees understand their responsibilities under this policy and under local legislation.

Our equality, diversity and inclusion team are responsible for providing subject matter expertise and thought leadership, for setting strategy and ensuring that local evidence-based action plans are created and delivered, as well as advising HR and others on matters of EDI compliance.

Our Advance employee networks are responsible for raising awareness of key issues relating to specific diversity dimensions, providing safe spaces for employees to share concerns and for providing insights to the business – based on lived experience – of the ways in which the operationalisation of this policy is working well, and where it might need more attention.

Our leaders, line and project managers have a pivotal role to play in upholding this policy and ensuring that our culture is inclusive, and our systems, processes and decisions are equitable.

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MOTT MACDONALD

Equality, diversity and inclusion (EDI)

Everyone is expected to play their part in making our work environments more equitable and inclusive, so all colleagues are able to perform at their best. This includes our shared responsibility for being allies and respectfully challenging behaviour that is not acceptable.

Everyone is responsible for their own behaviour and for not discriminating against colleagues, clients, suppliers or members of the public. We expect our partners, clients and suppliers to adhere to this EDI policy and our CODE, including in the way they manage our staff who are on secondments.

All Mott MacDonald suppliers undergo external due diligence to ensure those we work with meet our values, our equality diversity and inclusion standards and comply with international labour polices where applicable.

Approach

Our approach to EDI is set out in our global strategy and playbook as well as in our regional action plans.

The strategy is designed to deliver our EDI vision:

- We will be an equitable organisation where everyone has a chance to succeed. We will achieve more equitable outcomes through fairer, more transparent, and open decision-making processes.
- We will be open, welcoming and inclusive, taking a zero-tolerance approach to discrimination, harassment, victimisation and intimidating or offensive
- We will attract new talent and business because we are known for our inclusive cultures, leaders, line mangers and behaviours. We will actively recruit, develop and value our diverse workforce at all levels. And take steps to build a diverse supply chain. This diversity will give us the fresh ways of thinking, skills, knowledge and expertise needed to deliver social outcomes in the communities we serve.

We will deliver this global vision using our global EDI playbook and by basing our actions on local evidence and data. Our playbook is focused on ensuring EDI is built into all policies, practices, processes and decisions. We will support our people to acquire a core set of EDI skills, knowledge and expertise so that they can play their part in delivering on this policy and our strategy and CODE.

This policy is displayed in all Group offices and is drawn to the attention of all new employees at induction. Information and training on EDI are provided to all staff, enabling them to comply with this policy.

Anyone with concerns about breaches of this policy can raise them through a variety of channels. These include their line manager, HR, the EDI team or anonymously using the Speak Up line. Matters will then be fully investigated in line with our procedures.



Mike Haigh
Executive Chair

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Not Applicable **ATTACHMENT B: BUY AMERICA CERTIFICATE**

Solicitation No._____

Exhibit ___

UTAH TRANSIT AUTHORITY

BUY AMERICA CERTIFICATE

(Federally assisted Contract)

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

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

--OR—

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

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

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

--OR-

○ **CERTIFICATE FOR NON-COMPLIANCE WITH SECTION 165(b)(3).** The offeror hereby certifies that it *cannot comply* with the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but it *may qualify for an exception* to the requirement consistent with Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR Part 661.7.

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

C. Fawcett — April 21, 2022

Signature — Date

Conrad Fawcett, Vice President

Title

Mott MacDonald, LLC

Name of Company/Offeror

Rev 5/30/07

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

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

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

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

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

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

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

C. Fawcett

Signature of the Bidder or Offeror Authorized Official

Conrad Fawcett, Vice President

Name and Title of the Bidder or Offeror Authorized Official

FEDERAL ID # 16-1006700

April 21, 2022

Date

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Instructions for Certification

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

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

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

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ATTACHMENT D: CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Conrad Fawcett, Vice President, hereby certifies

(Name and Title of Company Official)

on behalf of Mott MacDonald, LLC that:

(Name of Company)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

Executed this 21 day of April, 2022.

By C. Fawcett

(Signature of Authorized Official)

Vice President

(Title of Authorized Official)

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Not Applicable

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

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

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

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

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

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

Date April 21, 2022

Signature C. Fawcett

Title Conrad Fawcett, Vice President

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ATTACHMENT F: SOLICITATION STATISTICS

Dear Subconsultant:

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

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

Firm Name: Mott MacDonald, LLC

Firm Address: 6975 Union Park Center, Suite 600, Midvale, UT 84047

Suite 600

Midvale, UT 84047

Status: Non-DBE X DBE ____

Company's Type of Work: Engineering and consulting

Month/Year firm started: 11/1972

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Company Owner(s) Ethnic Background (optional)

____African American	____Asian	____Male
____Hispanic	____Native American	____Female
____Polynesian	____Caucasian	____Other_____

Annual Gross Receipts of the Firm: (check one)

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

Name of Solicitation: TOD Station Area Consulting Services Pools

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ATTACHMENT G: Requirement for Written Subcontracts

(To be submitted with Bid or SOQ)

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

Company Name: Mott MacDonald, LLC

Signed by: C. Fawcett

Title: Conrad Fawcett, Vice President

Date: April 21, 2022

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EXHIBIT E -FEDERAL CLAUES

FEDERAL CLAUSES

ACCESS TO RECORDS AND REPORTS

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

INCORPORATION OF FTA TERMS

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

FEDERAL CHANGES

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

ENERGY CONSERVATION REQUIREMENTS

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

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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

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Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the federal government deems appropriate. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification to the federal government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 USC §5307, the federal government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5307(n)(1) on the Consultant, to the extent the federal government deems appropriate. The Consultant agrees to include the above two clauses in each subcontract or purchase order financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subconsultant or Supplier who will be subject to the provisions.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

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

BUY AMERICA CERTIFICATION

Applicable Only to Contracts valued at more than $100,000]
Consultant shall comply with 49 USC 5323(j) and 49 CFR 661, as amended by MAP-21 stating that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. Separate requirements for rolling stock are set out at 49 USC §5323(j)(2)(C) and 49 CFR §661.11. Rolling stock must be assembled in the United States and have the applicable percentage of domestic content required by 49 USC 5323(j) and 49 CFR 661. Consultant shall be responsible for ensuring that lower tier Consultants and subconsultants are in compliance with these requirements. All Offerors to the UTA solicitation for the Contract must include the appropriate Buy America certification with their responses and any response that is not accompanied by a completed Buy America Certification will be rejected as nonresponsive.

FLY AMERICA REQUIREMENTS

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

CIVIL RIGHTS REQUIREMENTS

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

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

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

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Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

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

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

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

DISADVANTAGED BUSINESS ENTERPRISES (DBE)

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

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

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

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

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

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

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

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

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

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

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

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

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

TERMINATION

(For contracts over $10,000.00)

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

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

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

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

If Consultant fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by consultant of written notice from

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(Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Consultant. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against consultant and its sureties for said breach or default.

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

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

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

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

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

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

DEBARMENT AND SUSPENSION

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

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

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

ADA ACCESS

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

Domestic Preference

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

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

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

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

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

a. “covered telecommunications equipment or services” is telecommunications or video surveillance equipment or services produced by:
    a. Huawei Technologies Company
    b. ZTE Corporation
    c. Hytera Communications Corporation
    d. Hangzhou Hikvision Digital Technology Company

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

Federal Clauses Applicable only to Construction Contracts

CLEAN AIR REQUIREMENTS

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

CLEAN WATER REQUIREMENTS

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

FLY AMERICA REQUIREMENTS

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

SEISMIC SAFETY REQUIREMENTS

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

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

(1) **Minimum wages** – (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between Consultant and such laborers and mechanics.
Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by consultant and its subconsultants at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
(ii)(A) UTA's Civil Rights Compliance Office shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the Contract shall be classified in conformance with the wage determination. UTA's Civil Rights Compliance Office shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

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

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

(3) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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complete:

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

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

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

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

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

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

(ii) Trainees – Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every

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trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, Consultant will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

BONDING REQUIREMENTS

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

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

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

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

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

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 1/25/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Jared Scarbrough, Director of Capital Construction
PRESENTER(S):	Kyle Stockley, Rail Infrastructure Project Manager Jesse Rogers, Vehicle Procurement Admin. Bus

TITLE:

Contract: Forty Foot Bus Order Through Piggyback on Washington State Contract (Gillig, LLC)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorize Executive Director to execute a Piggyback order on Washington State contract no. 06719-01, and associated disbursements, with Gillig LLC in the amount of $29,975,312.

BACKGROUND:
This order is to satisfy the 2023 replacements found in the Fleet Transition Plan and consists of 12 CNG buses as well as 38 Clean Diesel buses. Due to manufacturer concerns about market volatility, UTA does not have an existing contract for diesel and compressed natural gas (CNG) 40ft buses. Efforts to procure a new contract for replacement buses are underway, but to provide the needed replacement buses in 2023, UTA will take advantage of the opportunity to purchase buses through a competitively bid Washington State contract with Gillig.

DISCUSSION:
UTA staff is requesting approval of the Order Notice to Proceed on a piggyback order on the Washington State contract with Gillig LLC in the amount of $29,975,312. The requested CNG & Clean diesel low floor buses will replace the following vehicles:

- Twelve 2007 Gillig Transit buses reaching an age of 16 years in 2023.
- Thirty-eight 2009 Gillig Transit buses reaching an age of 14 years in 2023.

The requested replacement buses are part of UTA's state of good repair program and are budgeted in the 2023

capital budget. If approved, buses will go into production in the 3rd quarter of 2023.

CONTRACT SUMMARY:

Contractor Name:	Gillig,LLC
Contract Number:	2020 06719-01
Base Contract Effective Dates:	4/2021 thru 3/2026 (Delivery to UTA is March 31, 2024)
Extended Contract Dates:	N/A
Existing Contract Value:	$0.00 UTA (Washington State contract value not disclosed)
Amendment Amount:	$29,975,312
New/Total Contract Value:	$29,975,312 UTA (Washington State contract value not disclosed)
Procurement Method:	Piggyback contract options (Washington State RFP initially)
Budget Authority:	2023-2027 5-year Capital Plan

ALTERNATIVES:

Do not order buses and delay replacement.

FISCAL IMPACT:

These bus replacements are included in UTA's approved 5-Year Capital Plan.

ATTACHMENTS:

NTP Piggyback Contract 06719

State of Washington Fully executed contract

Bus Authorization SLC 12.20.22

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December 16, 2022

Gillig LLC
25800 Clawiter Road
Hayward, CA 94545
510-512-2638 | Sean.Solis@gillig.com

RE: CONTRACT 2020 06719-01 State of Washington Contract for 30'-40' Diesel or CNG Buses

ORDER NOTICE TO PROCEED
For Thirty-Eight (38) 40' Diesel Transit Buses, and Twelve (12) CNG Transit Buses

Dear Sean Solis,

This letter shall serve as Utah Transit Authority's official Piggyback order against The State of Washington's contract 2020 06719-01 dated April 01, 2021.

These Diesel Buses shall be manufactured as outlined in the Authority's quote request and Gillig LLC's Price Summary dated September 27, 2022.

This Agreement if for Thirty Eight (38) Gillig Diesel 40' Buses and Twelve (12) CNG Transit Buses. The cost of the Vehicles are as follows:

ACTION	QTY	DESCRIPTION	U/PRICE	TOTAL PRICE
	38	Forty (40'X102") Foot Diesel Low Floor Bus	$582,112.00	$22,120,256.00
	12	Forty (40'X102") Foot CNG Low Floor Bus	$654,588.00	$7,855,056.00
	50	**Total Current Price this order**		$29,975,312.00

Delivery of this order will be no later than March 31, 2024.

If you are in agreement to the above, please sign on the line indicated below any question please reach out to Procurement Amanda Burton at aburton@rideuta.com or Project Manager Jesse Rogers JeRogers@rideuta.com. A fully executed copy will be provided after all signatures are obtained.

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GILLIG LLC

DocuSigned by:
William Fay Jr.
Signature
2E1250A17DD0404...

William Fay Jr.
Printed Name

Vice President Sales 12/21/2022
Title

UTAH TRANSIT AUTHORITY

Executive Director

Chief Operating Officer

Director of Asset Management

Approved As to Form:

DocuSigned by:
Mike Bell
UTA Legal Counsel
70E33A4185A44F6...

STATE OF WASHINGTON

DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson Street SE, Olympia, WA 98501

12/20/2022

Utah Transit Authority
669 West 200 South
Salt Lake City Utah 84101

Dear Amanda Burton,

This letter is in response to your request dated for December 12th, 2022, authorization to purchase Transit Buses from DES Master Contract #06719. Your request is as follows:

Contractor and Contact	Grant Number†	Delivery Location*	Estimated Delivery Date
Gillig LLC	2020 06719-01	Salt Lake City, Utah	Dec 31,2023

Vehicle Type	Quantity	Bus Length (Feet)	Fuel Type
Gillig 40' Buses	38	40'	Diesel
Gillig 40' Buses	12	40''	CNG

The contract pricing established during the competitive bid process and the terms and conditions shall apply for this purchase. DES authorizes your organization to proceed in ordering the above referenced buses.

Thank you for your interest in doing business with the State of Washington. If you have any questions/concerns, please contact buspurchases@des.wa.gov.

Sincerely,

David Mgebroff,
Procurement Strategy Supervisor
Contracts & Procurement Division
Washington State Department of Enterprise Services

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 1/25/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Mary DeLoretto, Chief Service Development Officer
PRESENTER(S):	Hal Johnson, Manager Project Research and Development
	Jesse Rogers, Vehicle Procurement- Comm- Bus Admin

TITLE:

Change Order: Electric Buses and Charging Equipment 2nd Order for Charging Equipment (Gillig, LLC)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve Change Order #2 and associated disbursements with Gillig, LLC, in the amount of $1,734,082, for four (4) overhead chargers and two (2) depot chargers.

BACKGROUND:

UTA has ordered 20 electric buses for service in Salt Lake County. The project is funded through a combination of UTA, VW Settlement Agreement grant funds, and CMAQ funding. UTA is planning to construct 4 overhead on-route chargers to support the implementation of the electric bus project. UTA has engaged a designer to complete final design for the overhead chargers. A construction contract for the installation of the charging station has been opened to bidders. To ensure compatibility of the buses and charging equipment, UTA is purchasing the charging equipment through the bus vendor. In order to reduce the number and types of chargers UTA needs to maintain, UTA is using ABB depot bus chargers to charge micro transit and on demand fleets. After approval by the Board of Trustees on April 14, 2021, UTA entered into an agreement with Gillig LLC for electric buses and charging equipment. A base order of 44 electric buses, 16 depot chargers, and 4 overhead chargers was placed at that time.

DISCUSSION:
Under the proposed “second order” change order, 4 overhead and 2 depot chargers would be purchased. The four overhead chargers would be installed at the following locations, Wasatch 3900 South, 2100 South (2), and

the Salt Lake Central Station. The contract includes the purchase of two 150kWh depot chargers. The depot chargers would be installed at the Orange Street Transit Center to support future micro transit electrification and as a backup to the bus charger.

CONTRACT SUMMARY:

Contractor Name:	Gillig, LLC
Contract Number:	20-03267-3
Base Contract Effective Dates:	Feb 20, 2021 to February 19, 2026
Extended Contract Dates:	N/A
Existing Contract Value:	$44,233,496
Amendment Amount:	$1,734,082
New/Total Contract Value:	$45,967,578
Procurement Method:	Change order on competitive procurement
Budget Authority:	Project is included in the 2023-2027 Capital Plan

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ALTERNATIVES:

UTA could do a new procurement to purchase equipment.

FISCAL IMPACT:

Costs for this purchase are accounted for in the 2023-2027 Capital Plan

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ATTACHMENTS:

Change Order #2

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November 1, 2022

Gillig
Attn: William F Fay, Jr.
451 Discovery Drive
Livermore, CA 94551

Sent by email only:
Bill.Fay@gillig.com

RE: Contract 20-03267, Electric Buses and Charging Equipment

2ND ORDER NOTICE TO PROCEED

For Four (4) Overhead Chargers and Two (2) Depot Chargers

Dear Mr. Fay, Jr.,

This letter shall serve as the 2nd Order for Contract Award wherein the Authority places the base order from Gillig, LLC., Contract Effective February 20, 2021.

These various Charging Equipment shall be manufactured as outlined in the Authority's Updated Red-Lined Technical Requirements, the above referenced contract and Gillig, LLC.'s Exhibit A Pricing Schedule.

The cost of the chargers are as follows:

	CHARGERS		
4	On-Route Chargers – ABB with Mast / Pantograph, 300kWh, with commissioning at one site)	$352,000.00	$1,408,000.00
2	Depot Chargers, ABB UL with remote dispenser,150 kWh, with commissioning at one site)	$140,625.00	$281,250.00
6	Cable dispense cable management	$2,657.00	$15,942.00

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1	Freight	$28,890.00	$28,890.00
	TOTAL CHARGER COSTS – 2ND Order		**$1,734,082.00**

The total amount of this Notice to Proceed is $1,734,082.00. Delivery Chargers is no later than September 1, 2023

If you are in agreement to the above, please sign on the line indicated below and return a copy to Amanda Burton at aburton@rideuta.com. A fully executed copy will be provided after all signatures are obtained.

GILLIG, LLC.

DocuSigned by:
William Fay Jr. 12/21/2022
Printed Name:
Title:

UTAH TRANSIT AUTHORITY

_____
Executive Director

_____
Chief Operating Officer

_____
David Hancock
Director of Asset Management

DocuSigned by:
Mike Bell 12/21/2022
Michael Bell
Assistant Attorney General

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 1/25/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Kim Shanklin, Chief People Officer
PRESENTER(S): Kim Shanklin, Chief People Officer

TITLE:
Change Order: Retirement Plan Services Agreement Modification No. 001 - Term Extension (Milliman, Inc.)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorize the Executive Director to execute the additional term of contract through January 31, 2025, with Milliman, Inc. for retirement plan services in the amount of $720,000.00.

BACKGROUND:
Milliman, Inc. was chosen as part of an RFP process in 2018 when UTA made efforts to separate the pension administration services from UTA staff to a separate legal entity, the Utah Transit Authority Employee Retirement Plan and Trust. That initial contract term was 5-years and ended on January 17, 2023. The RFP process for a new contract has been started but the work will not be completed until fourth quarter 2023.

DISCUSSION:
The Chief Procurement Officer can extend a contract longer than 5-years if needed to properly ensure continuity of services. Given the dollar amount for the additional term, approval by the Board of Trustees is needed for this modification to be executed..

CONTRACT SUMMARY:

Contractor Name: Milliman, Inc.
Contract Number: 18-2578TP-1

Base Contract Effective Dates:	1/17/2018-1/17/2023
Extended Contract Dates:	1/25/2023-1/31/2025
Existing Contract Value:	$1,500,000 estimated
Amendment Amount:	$720,000
New/Total Contract Value:	$2,220,000 estimated
Procurement Method:	Chief Procurement Officer extension
Budget Authority:	Pension Operating

ALTERNATIVES:

The Board of Trustees can shorten the contract extension length, or extend the length, but services being currently rendered for pension administration will no longer be under contract without an extension.

FISCAL IMPACT:

The expenses are in line with previous year expenses for administration, so the pension should be able to maintain current full funding with the 16.3% contribution rate from UTA

ATTACHMENTS:

Modification No 001

Original Contract 18-2578TP

DocuSign Envelope ID: 6A5391F7-CF3F-4DB4-AD9B-F5035B9EA412

MODIFICATION NUMBER 001
TO CONTRACT 18-2578TP

This Modification Number 001 to Retirement Plan Services Agreement ("Contract") is hereby entered into the date of the last signature, by and between Utah Transit Authority, a public transit district organized under the laws of the State of Utah, (hereinafter "UTA") and MILLIMAN, INC (hereinafter "Contractor").

RECITALS

WHEREAS, on January 01, 2018, UTA entered into a contract for professional services for a Retirement Plan Services Agreement with the Contractor from the period of January 01, 2018, until terminated by either party, and

WHEREAS the parties desire to continue the contract until January 31, 2025; and

WHEREAS the contract total will increase by a not-to-exceed amount of $720,000.00

CONTRACT AGREEMENT

NOW, THEREFORE, on the stated Recitals, which are incorporated hereby in 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. Term: The term of the Contract Agreement will continue until expiration on January 31, 2025.

2. The total contract value will increase by a not-to-exceed (NTE) amount of $720,000.00
3. Other Terms Remain in Effect: Except to the extent expressly amended by this Modification One, all terms and conditions of the Contract Agreement shall continue in full force and effect.

THE REST OF THIS PAGE IS INTENTIALLY LEFT BLANK

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IN WITNESS WHEREOF, the parties hereto have executed and delivered the Agreement as to the date written above.

MILLIMAN, INC

_____
Name

_____
Title

UTAH TRANSIT AUTHORITY

_____
Kim Shanklin
Chief People Officer

_____
Jay Fox
Executive Director

DocuSigned by:
Michael Bell
70E33A415BA44F6...
1/19/2023
Mike Bell
UTA Legal Counsel

Once approved, please forward to Contract Administrator

UTA

CONTRACT ROUTING SHEET

CONTRACT SECTION

1) Contract No. **18-2578TP** *(Assigned by Purchasing)* Contract Administrator: **Teressa Pickett**

2) Contract Type ☐ A. A&E/Design ☐ B. Blanket PO ☐ C. Construction ☐ D. Goods ☐ E. Modification ☐ E. Option ☐ F. Other _____ ☐ G. Renewal ☐ H. Services ☐ I. Task Orders

3) Procurement Method ☐ RFQ (Quote) ☐ IFB (Low Bid) ☐ RFQU (Qualification) ☐ RFP (Best-value) ☑ Sole source ☐ Other: _____

4) Contract Title **Retirement Plan Services Agreement**

5) Description *(of contract/project)* **Milliman will be performing tha actual administration of the pension plan.**

6) Contractor Name **Milliman**

7) Effective Dates Beginning: **01/17/18** Ending: **01/17/23**

8) Option to renew? ☐ Yes ☑ No Renewal terms **N/A**

FINANCIAL SECTION

9) Contract Amount **$ 500,200.00** Is the amount an estimate? ☐ Yes ☑ No
(Estimate if per transaction cost)

9a) *If estimated, how was the estimate calculated?* N/A

10) Is the amount a one-time purchase or annual recurring purchase? ☐ One-time ☑ Recurring

11) Account Code **5.50399** Capital Project Code **N/A**

12) Budgeted? ☐ Yes ☐ No Budget amount: **$ 500,200.00**

13) Will this contract require support from another department? ☑ Yes ☐ No

14) If so, is the other department(s) aware of this contract and the required support? ☑ Yes ☐ No

SIGNATURE SECTION

15) Legal Counsel has determined this contract requires a signature from the CEO/President. *Yes*

16) If box 2a or 2c is checked has the Qualified Heath Insurance Certificate been verified? ☐ Yes ☑ No

17) The attached contract has been reviewed and is approved as to form.

	Route to?		Initials	
Attorney/Legal	☑ Yes			*Lisa Bohman* Print Name
Accounting Reviewed	☑ Yes			*Troy Bingham* Print Name

18) Approval Signatures:

Manager/Program Manager	☑ Yes	☐ No		*Nancy Malecker* Print Name
SGM, RGM, or Chief/VP *(Required up to $50,000)*	☐ Yes	☑ No		*N/A* Print Name
Chief/VP *(Required up to $100,000)*	☑ Yes	☐ No		*Kim Ulibarri* Print Name
President/CEO *(Required over $100,000)*	☑ Yes	☐ No		*Robert K. Biles* Print Name

RECORDS SECTION

19) To be completed by the Administrative Services Clerk
SIRE ID _____
Completion date _____

UTA#: 18-2578TP

Milliman Retirement Plan Services Agreement

Plan Sponsor:	**Utah Transit Authority**		
Contact:	**Nancy Malecker, Director of Total Rewards**		
Address:	**669 W. 200 S**		
	Salt Lake City, UT 84101		
Telephone:	**801-287-3221**	Fax:	**801-287-4675**
Milliman Office:	**Seattle, WA**	RPSA Effective Date:	**January 1, 2018**

This Retirement Plan Services Agreement (the "RPSA" or the "Agreement"), effective as of the RPSA Effective Date, describes the engagement of Milliman, Inc. ("Milliman") by Utah Transit Authority ("Plan Sponsor") to provide Services as described herein. While Milliman serves at the pleasure of Plan Sponsor, such Services are subject to and strictly limited by the provisions contained in this Agreement. Under no circumstances is the engagement of Milliman intended to relieve Plan Sponsor, the Plan Administrator, and/or the Trustee(s) of their respective responsibilities under the Internal Revenue Code and regulations promulgated thereunder.

Subject to the terms of this Agreement, Plan Sponsor hereby engages Milliman to provide the Services described herein for the plans set forth in the attached schedules (individually and collectively the "Plan"), and Milliman hereby accepts such engagement.

1. Services

Milliman will provide the Services as are described herein and set forth in Schedule A attached hereto ("Services").

2. Fees and Expenses

(a) **Payment of Fees and Expenses.** For the Services provided on or after the RPSA Effective Date, Plan Sponsor will pay or cause to be paid to Milliman the fees and expenses specified for such Services as set forth in Schedule B attached hereto. Milliman will invoice Plan Sponsor monthly, and all invoices will be paid within thirty (30) days of its receipt of the invoice. Milliman reserves the right to stop all work if any bill goes unpaid for 60 days. In the event of such termination, Milliman shall be entitled to collect the outstanding balance, as well as charges for all services and expenses incurred up to the date of termination.

(b) **Out-of-Pocket Expenses.** Unless otherwise excepted, or stated in Schedule B, Milliman's fee schedule is exclusive of direct expenses, including reasonable travel expenses, printing, shipping and express mail charges, all of which are charged at cost; provided, however, that all such out-of-pocket expenses will be limited to reasonable costs and airline travel expenses will be limited to nonrestricted coach fares. Except as otherwise provided in Schedule B hereto, all out-of-pocket expenses must be approved by Plan Sponsor before incurred.

(c) **Additional Fees.** Milliman may assess additional fees for any Services requested by Plan Sponsor which are beyond the scope of the Services described in the attached Schedule A. Such fees will be determined based on standard hourly rates unless another basis is agreed to by Plan Sponsor. Milliman

may assess additional fees at standard hourly rates for Services it performs as a result of inaccurate or incomplete data that is provided to Milliman by or on behalf of Plan Sponsor.

3. Plan Data

(a) **Ownership of Plan Data.** Milliman acknowledges that all data with respect to the Plan provided by Plan Sponsor or obtained by Milliman pursuant to this Agreement will be and remain the property of Plan Sponsor. Upon Plan Sponsor's request at any time or times while this Agreement is in effect, and to the extent that all plan fees are current, Milliman will deliver to Plan Sponsor all data in an electronic format.

(b) **Accuracy of Plan Data.** Milliman will have no obligation to determine whether data received is inaccurate or incomplete. Milliman cannot warrant the correctness of data supplied by Plan Sponsor, the Plan Administrator or third parties, nor can Milliman be responsible for the failure of Plan Sponsor, the Plan Administrator, or any third party to provide data in a timely manner.

(c) **Completeness of Plan Data.** For any in-scope Services that Milliman performs, but must perform using Plan Data that is incomplete and requires Plan Sponsor intervention, Milliman will assess fees for such work using standard hourly rates.

(d) **Confidentiality of Plan Data.** Except as required by law, Milliman agrees to treat Plan Sponsor's data in a confidential manner. Milliman will inform its employees of the confidential nature of such data and will instruct them not to disclose any such data to any non-Milliman-affiliated third party whatsoever without Plan Sponsor's expressed approval, except as may be necessary in connection with the provision of Services or as may be required by law. This provision survives the termination of this Agreement. Notice will be provided in writing to Plan Sponsor prior to disclosure to any third party.

4. Limitation of Liability and Indemnification

(a) **Limitation of Liability.** Milliman's obligations under this Agreement will be limited to providing the Services contained herein. Milliman will have no responsibility for any acts or omissions that occurred prior to the RPSA Effective Date. Milliman will not be liable for the accuracy, completeness, timeliness or correct sequencing of information obtained from generally accepted sources external to Milliman that in turn are used to create values reported to Plan Sponsor or Plan participants.

Milliman will perform all services in accordance with applicable professional standards. The total liability of Milliman, its officers, directors, agents and employees to Plan Sponsor shall not exceed three million dollars ($3,000,000). This limit applies regardless of the theory of law under which a claim is brought, including negligence, tort, contract or otherwise. In no event will Milliman be liable for lost profits of Plan Sponsor or any other type of incidental or consequential damages.

Milliman will perform the Defined Benefit Administration Services, which are described in Schedule A, in accordance with all plan specifications and procedures that have been documented and mutually agreed upon between Milliman and Plan Sponsor ("Plan Specifications"). To the extent that any errors are the result of circumstances outside of the Plan Specifications, Milliman will not be liable to the Plan or its participants.

The foregoing limitations will not apply in the event of Milliman's gross negligence, intentional fraud, or willful misconduct.

(b) **Delays or Failures.** Neither Milliman nor Plan Sponsor will be liable for any delay or failure in performance of this Agreement resulting directly or indirectly from any cause beyond their control, including, without limitation, acts of nature, acts of war, governmental actions, fire, labor strikes, work stoppages, civil disturbances, interruptions or unavailability of power or other utilities, unavailability of

communications facilities, failure of electronic or mechanical equipment, failure of communication lines or equipment, or other interconnection problems, or failure of Milliman's suppliers.

(c) **Indemnification.** Plan Sponsor agrees that it will be responsible for satisfying any losses, claims, damages, judgments, liabilities or reasonable expenses (including reasonable attorneys' fees and expenses) of or against Milliman and its respective officers, employees and agents, resulting from or arising in connection with *(i)* inaccurate data provided by Plan Sponsor, or *(ii)* Plan Sponsor's negligence or willful misconduct. Milliman agrees that it will be responsible for satisfying any losses, claims, damages, judgments, liabilities, reasonable expenses (including reasonable attorney's fees and expenses) of or against Plan Sponsor, its affiliates and its respective officers, employees and agents, or the Plan resulting from or arising in connection with Milliman's gross negligence or willful misconduct. The term "affiliate" means any member of a controlled group of corporations or a group or trades or businesses under common control, within the meaning of Sections 414(b) and 414(c) of the Internal Revenue Code. This provision survives the termination of this Agreement.

(d) **Recovery of Overpayments.** In the event of an overpayment to a participant in the Plan, Plan Sponsor agrees to take all reasonable steps to recover the overpayment, and Milliman will have no liability with respect to any overpayment which could have been recovered through reasonable efforts by Plan Sponsor. Milliman will assist Plan Sponsor in seeking such restitution by drafting letter that Plan Sponsor can send out on its letterhead, by providing historical data and backup information as needed by Plan Sponsor in seeking recovery, and any other support requested by Plan Sponsor in seeking this restitution. If the overpayment is due to an error for which Milliman is not liable, as described in Section 4(a) above, then such additional costs incurred by Milliman will be reimbursed by Plan Sponsor.

5. Term and Termination of Agreement

(a) **Term.** This Agreement will become effective as of the RPSA Effective Date and will remain in effect until terminated by either party as provided herein.

(b) **Termination by Parties.** Either party may terminate this Agreement upon ninety (90) days' prior written notice. Milliman will retain any records it has relating the Services provided under this Agreement for a period of no less than three years following the termination of this Agreement.

(c) **Termination Assistance.** In the event that this Agreement is terminated for any reason, Milliman will cooperate with Plan Sponsor to provide an orderly transfer of Services and will provide the staff, Services and assistance reasonably required for such orderly transfer. Such Services will be provided at the expense of Plan Sponsor or the Plan at Milliman's standard hourly rates in effect for such Services at the time they are performed; provided, if termination is due to Milliman's failure to perform its duties under this Agreement in a competent and timely manner, Plan Sponsor will not be obligated to pay Milliman for any fees associated with such transfer.

(d)

6. Notices

Any notice or demand that Milliman or Plan Sponsor may desire to serve upon each other will be deemed served three (3) days after depositing in the United States mail, postage prepaid and certified or registered; delivered to a nationally recognized courier service; or hand delivered to the following addresses:

Utah Transit Authority
ATTN: Nancy Malecker
669 W. 200 S
Salt Lake City, UT 84101

Milliman, Inc.
1301 5th Avenue
Suite 3800
Seattle, WA 98101

7. Dispute Resolution

(a) **Mediation.** In the event of any dispute arising out of or relating to the engagement of Milliman by Plan Sponsor, the parties agree first to try in good faith to settle the dispute voluntarily with the aid of an impartial mediator who will attempt to facilitate negotiations. A dispute will be submitted to mediation by written notice to the other party or parties. The mediator will be selected by agreement by the parties. If the parties cannot agree on a mediator, a mediator will be designated by the American Arbitration Association at the request of a party.

The mediation will be treated as a settlement discussion and therefore will be confidential. Any applicable statute of limitations will be tolled during the pendency of the mediation. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

(b) **Litigation.** If such mediation fails after a good-faith effort has occurred, only then may a party institute litigation. The parties agree that any litigation will be filed and conducted in the federal courts located in Salt Lake City, Utah and, subject to the next sentence, all parties consent to the exclusive venue and the personal jurisdiction of such federal courts. A party may challenge federal jurisdiction under 28 U.S.C. § 1332 only if such motion is based solely on a lack of sufficient amount in controversy. Both parties agree to waive the right to a trial by jury.

8. Miscellaneous

(a) **Nature of Milliman's Services.** The Services to be performed by Milliman are ministerial in nature and will be performed within the framework of policies, interpretations, rules, practices and procedures made or established by Plan Sponsor. Milliman will not have discretionary authority with respect to the management of the Plan or the investment of Plan assets. It is understood that Milliman is not a "Plan Administrator" within the meaning of ERISA. Milliman cannot be relied upon to discover errors, irregularities or illegal acts, including fraud or falsifications that may exist in the administration of the Plan. Therefore, Milliman will not be liable for any actions taken, or not taken, as directed by or caused by actions of Plan Sponsor, the Plan Administrator, or any other person(s) authorized to provide directions to Milliman.

(b) **Milliman Tool Development.** Milliman will retain all rights, title and interest to all technical or internal designs, methods, ideas, concepts, know-how, techniques, generic documents and templates that have been developed previously by Milliman or developed during the course of the provision of the Services. Such rights and ownership will not extend to or include all or any part of Plan Sponsor's proprietary data. To the extent that Milliman may include in the materials any Milliman proprietary information or other protected Milliman materials, Milliman agrees that Plan Sponsor will be deemed to have a fully paid up license to make copies of the Milliman-owned materials as part of this engagement for its

internal business purposes, provided that such materials cannot be modified or distributed outside Plan Sponsor without the written permission of Milliman or except as otherwise permitted herein.

(c) **Payment by Plan.** Any statement in the Agreement that, or to the effect that, an amount will be paid by Plan Sponsor will not preclude such amounts being a Plan expense under the Plan's trust agreements and other documents and will not have any effect on Plan Sponsor's rights to direct the Plan's trustee to pay such amount from Plan assets.

(d) **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, all other provisions will nevertheless continue in full force and effect.

(e) **Modification and Waiver.** By mutual written agreement, Milliman and Plan Sponsor may revise this Agreement (including any of the attached schedules) from time to time. Any modification or waiver of any of the provisions of this Agreement will be effective only if made in writing and signed by both parties. Notwithstanding the foregoing, the waiver of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach, and any subsequent performance will not constitute a waiver of any preceding breach.

(f) **No Third-party Beneficiaries.** This Agreement is between Plan Sponsor and Milliman, and neither this Agreement nor the performance of the Services or the relationship between Plan Sponsor and Milliman will create any rights in any third parties. The parties expressly agree that there are no third-party beneficiaries hereto.

(g) **No Third-party Distribution.** Milliman's work is prepared solely for the internal business use of Plan Sponsor. Milliman's work may not be provided to third parties without Milliman's prior written consent. Milliman does not intend to benefit any third-party recipient of its work product or create any legal duty from Milliman to a third party even if Milliman consents to the release of its work product to such third party. Milliman hereby consents to the distribution of its work product to the Plan's auditor and Plan's outside legal counsel, as long as the work product is distributed in its entirety. In the event that any audit reveals any error or inaccuracy in the data underlying Milliman's work, Milliman requests that the auditor notify Milliman as soon as possible. Milliman's work may include the preparation of certain government forms. Milliman consents to the release of these forms to the applicable agency. Milliman acknowledges that Plan Sponsor is subject to the Utah Government Records & Access Management Act (GRAMA) Section 63G-2-103 et seq. Utah Code Ann (1953), as amended, and agrees that Plan Sponsor may release Milliman documents that are required to be disclosed under GRAMA. Plan Sponsor agrees to provide sufficient written notice of any GRAMA request for documents prepared by Milliman pursuant to this agreement to allow Milliman to contest the request for disclosure before producing the documents to any third party. Any additional release of any Milliman work product by Plan Sponsor requires prior written consent by Milliman.

(h) **Assignability.** No party will be entitled to assign its rights or obligations under this Agreement without the written consent of the other party, such consent not to be unreasonably withheld.

(i) **Applicable Law.** This Agreement will be deemed to have been entered into in the State of Utah, and all duties, obligations and rights there under will be governed by the laws of the State of Utah.

(j) **Entire Agreement.** This Agreement (which includes the attached schedules) constitutes the entire Agreement between the parties with respect to the subject matter hereof, and there are no representations, warranties, covenants or understandings, other than those expressly set forth herein. This Agreement supersedes and replaces all prior Agreements entered into between Milliman and Plan Sponsor with regard to the Services to be provided to the Plan(s) under by this Agreement after the RPSA Effective Date.

(k) **Headings.** Headings and captions hereunder are for convenience only and will not affect the interpretation or construction of this Agreement.

PLAN SPONSOR	MILLIMAN, INC.
I have read and agree to the terms and conditions of this Agreement.	I have read and agree to the terms and conditions of this Agreement.
Accepted by: Robert K. Baker	Accepted by: Laura C. Bucher
Title: VP Finance Date: 1/22/18	Title: Principal Date: 12/27/2017

Accepted by: KMS MSL
Title: Chief People Officer
Date: 1-22-18

Approved as to Form:
UTA Legal Counsel: Lynn B. Blake

Schedule A

Expectations Document for Defined Benefit Administration Services

Expectations Document for
Defined Benefit Administration Services for
Utah Transit Authority Employee Retirement Plan and Trust Agreement

This Expectations Document is Schedule A to the Retirement Plan Services Agreement between the Utah Transit Authority (UTA) and Milliman, Inc. (Milliman) that is effective January 1, 2018. This Expectations Document sets forth the services to be provided by Milliman in the area of defined benefit plan administration services for Utah Transit Authority Employee Retirement Plan and Trust Agreement (UTA).

Communication to Participants and UTA

1. Milliman will maintain a toll-free pension service center for participant communications, and will staff the center with representatives from 6:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, excluding holidays.
2. Milliman will communicate by phone with participants on questions regarding such subjects as vesting requirements, the participant's vesting status, how the various payment options work, the participant's requests for benefit estimates or retirement applications, and other questions pertaining to the administration of the pension plan.
3. Milliman will track the frequency and duration of participant phone calls to the Milliman Benefits Service Center and provide information on a call-center wide basis in the quarterly reports. Milliman will answer 80% of all calls within 20 seconds during operating hours, excluding calls that are abandoned by the participant within the first 20 seconds.
4. Milliman will facilitate distribution of correspondence to participants as requested by UTA and/or as required by law.

Pension Calculations

5. Milliman will maintain an accurate customized Plan Specifications document detailing the plan provision complexities and legacy issues necessary to perform the pension calculations. The Plan Specifications will be approved by a representative from UTA.
6. Milliman will calculate and mail pension estimates as requested by participants or designated UTA staff. Estimates will be completed and mailed within eleven calendar days of the date Milliman receives all information necessary to complete the estimate. Milliman will meet this target for at least 95% of all estimates. If additional data or research is required to complete the estimate, the party requesting the estimate will be contacted within three business days after the date the request was received, will be notified of the delay, and will be given the new time frame for completing the request.
7. Milliman will produce final pension determinations and retirement application packets for retiring participants, including disabled retirees and eligible beneficiaries. Milliman will mail the retirement packet to the participant within eleven calendar days of the date Milliman receives all information necessary to complete the retirement packet. Milliman will meet this target for at least 95% of all retirement calculations. If additional data or research is required to complete the retirement packet, the party requesting the information will be contacted within three business days of the date the request was received, will be notified of the delay, and will be given the new time frame for completing the request.
8. Milliman will produce an accrued pension determination for terminated vested employees. Milliman will mail the termination packet to terminated vested participants within 45 days after the later of the participant's termination date or the date final termination information was received. UTA is responsible for providing final termination information.
9. Milliman will produce a refund of employee contributions determination for terminated non vested employees. Milliman will mail the termination packet to terminated non vested participants within 45 days after the later of the participant's termination date or the date final termination information was received. UTA is responsible for providing final termination information.

10. Milliman will mail retirement application packets to terminated vested participants 60 to 180 days prior to the participant's Normal Retirement Date.

11. Milliman will review completed retirement election forms to confirm that all forms have been signed as required and legal verification has been received for the participant's date of birth and the joint annuitant's date of birth, if applicable. If additional signatures or verifications are required to process the election form, Milliman will send a letter to the participant within three business days of the day the election form was received, to notify the participant of the missing information and the processing delay.

12. Milliman will monitor benefit payment eligibility on an ongoing basis, including expiration of fixed payment options, disability status, deaths, and take appropriate action when necessary to terminate benefit payments as required under the Plan.

13. Milliman will communicate new retirements, deaths, and all material changes to existing retiree data to the Plan's check writing custodian. This communication will be completed each month based on the timelines established by the Plan's check writing custodian. One-time payments, including lump sum payments and retroactive monthly payments, will be communicated to the check writing custodian once a month for approval based on the timelines established by the Plan's check writing custodian.

    Milliman will reconcile changes in monthly payments with the Plan's check writing custodian. Milliman will work with the check writing custodian as required to meet this requirement. Upon request, Milliman will provide UTA with documentation of the monthly reconciliation.

14. Milliman will generate and mail participant benefit statements annually to all active participants. Benefit statements will be mailed by August 31, 2018 for the January 1, 2018 statements. After that, benefit statements will be mailed by March 31 following the statement date, starting with the January 1, 2019 statements. Active participants not accruing a benefit will receive an annual website calculation reminder notice.

15. Milliman will complete all pension calculations, including estimates and benefit statements, based on Plan provisions outlined in the Plan document, administrative procedures approved by UTA, and accrued benefit amounts provided by UTA. Plan provisions and administrative procedures will be documented in the Plan Specifications document.

16. Milliman will ensure that benefit calculations are reviewed by appropriate Milliman qualified professionals, and Milliman's internal review committee will review a sample of benefit calculations on an ongoing basis to confirm continued accuracy.

17. In the event of an overpayment to one or more participants, UTA will work with Milliman in their reasonable attempts to obtain repayments from the affected participants.

18. Milliman will use first class mail for all mailings to participants and UTA. Milliman will send information via overnight mail upon reasonable requests from UTA.

Pension Database Maintenance

19. Milliman will maintain the pension database, based on initial data load provided by UTA, periodic database downloads from UTA, and pension-specific data resulting from retiree deaths, calculations for retirees and terminated employees, and QDROs. UTA will send periodic files with payroll and demographic information to Milliman. The payroll files will include monthly pensionable compensation and employee contributions. Milliman will maintain off-site backup of the pension database.

    Milliman will be responsible for the accuracy of the data entered by Milliman. Milliman will not be responsible for the accuracy of the pension data included in the initial data load from UTA, or the accuracy of the data included in the periodic data loads from UTA.

    Milliman will not guarantee the turnaround times for pension calculations and pension estimates noted above if the ongoing data loads sent from UTA are not timely, accurate or complete. Milliman will promptly notify UTA if Milliman suspects problems with the data load, including any suspected errors or inconsistency with the data.

20. Milliman will maintain an optical image database, including off-site backup. The optical database will maintain copies of all correspondence and documents specific to each participant, including termination packets, applications and estimates mailed to the participant, completed retiree packets, and legal documentation. The optical database will include correspondence beginning with the date that Milliman began providing defined benefit administration services for the Plan.

21. UTA will provide Milliman with access to required pension data that is not included on the initial pension database transferred to Milliman. This includes, but is not limited to, archived data, past service listings, signed participant election forms for prior retirements, and QDROs.

22. Milliman will work with available data and with UTA to determine eligibility status and pension amounts, if applicable, for persons claiming pension eligibility who are not on the pension database. UTA will assist Milliman in this effort, and will make any discretionary decisions if available data is not sufficient to make a clear determination.

23. Milliman will review participant data for all rehired employees, and adjust the database as necessary so that future pension calculations will be calculated correctly for these participants. UTA is responsible for notifying Milliman if a participant rehires through the periodic data loads.

    In completing this review, Milliman will request historical information as needed from UTA. In particular, the pension database maintained by Milliman may not have all historical information for participants who terminated employment prior to the date the pension database was transitioned to Milliman. This historical information will come from participant pension files that were maintained at UTA prior to the date Milliman began providing administrative services to the plan.

24. Milliman will process the annual pension data file for the actuarial valuation. Milliman will submit the file to the actuaries responsible for completing the valuation, and Milliman will be responsible for answering internally all data questions that result from the valuation process unless the question cannot be answer based on information provided by UTA.

25. Milliman will administer existing Qualified Domestic Relations Orders (QDROs) already on file. Milliman will also communicate options and amounts to participants and alternate payees, and establish appropriate benefit records for alternate payees. Milliman will calculate the split benefit as required by the QDRO. Milliman will not provide present value amounts for divorce proceedings. Instead, Milliman will direct participants with present value requests to engage an actuary for this purpose.

    UTA will assist Milliman in resolving any discretionary decisions related to QDRO calculations. UTA will provide Milliman with historical documents required for prior QDROs.

    Milliman will charge separate fees for QDRO adjudication and calculations, based on time charges using standard billing rates for Milliman employees.

26. The pension database, including the optical database, will be available for on-site inspection and audit by UTA, its internal audit representatives, and its independent external auditors.

27. All the data in the Milliman database related to UTA pension plan is the property of UTA. Milliman will provide the data to UTA in the event of a de-conversion. The data will be provided to UTA in a mutually agreeable data format, and will include an explanation of the fields and how they are used. Milliman will charge fees for de-conversion services based on time charges using standard billing rates for Milliman employees.

Participant and Plan Sponsor Website

28. Milliman will provide a website for active and terminated vested participants to complete on-line pension estimates. The participant website will be available second quarter 2018.

29. Milliman will provide a sponsor website for UTA representatives. The website will allow UTA representatives to view participant data and run reports. The plan sponsor website will be available second quarter 2018.

Benefit Compliance and Communications

30. Milliman will send originals of all participants' written claims for benefits, interpretation of Plan terms and formal appeals of claims denials to UTA within five business days after Milliman receives the claim or appeal.

31. Milliman will cooperate fully with UTA, its internal auditors, and its independent external auditors on questions related to the annual pension plan audits. Milliman will provide up to 10 hours of pension plan audit support per year. Milliman will charge separate fees based on time charges using standard billing rates for Milliman employees, for pension plan audit support in excess of 10 hours per year.

Miscellaneous Other Pension Tasks

32. On an annual basis, Milliman will provide an updated SOC 1 Type 2 Audit of Controls report.

33. Milliman will work together with UTA in their reasonable efforts to measure customer satisfaction levels of plan participants.

34. Milliman will work with UTA to complete other special projects related to defined benefit administration.

    Milliman will charge UTA additional fees for these projects, based on time charges using standard billing rates for Milliman employees. Milliman will estimate for UTA the cost of these projects in advance, and will discuss with UTA the potential impact of special projects on the service levels outlined above for ongoing defined benefit administration work.

Schedule B

Fees for Defined Benefit Administration Services

Fees for Defined Benefit Administration Services for Utah Transit Authority Employee Retirement Plan and Trust Agreement

This Defined Benefit Administration Fees document is Schedule B to the Retirement Plan Services Agreement between Utah Transit Authority (UTA) and Milliman, Inc. (Milliman) that is effective January 1, 2018. This Fees document sets forth the fee arrangement for services performed in accordance with Schedule A Expectations Document for Defined Benefit Administration Services.

DEFINED BENEFIT ADMINISTRATION FEES

Administration fees include services as outlined in Schedule A Expectations Document for Defined Benefit Administration Services. Fees are potentially payable from plan assets.

Defined Benefit Administration Outsourcing Services	Frequency	Fee
Per Participant Fee	Annual (billable monthly)	$58.75 per participant
Base Fee	Annual (billable monthly)	$56,000 per plan
Expenses	Ad-Hoc	Charged at cost

Defined Benefit administration fees will commence effective February 1, 2018. Fees noted above will apply for calendar year 2018 and 2019. For 2020 and beyond, fees will increase according to CPI-W increases, measured on the change in CPI-W from 3rd Quarter to 3rd Quarter. Annual increases will be limited to no more than 5% and no less than 0%, with any excess of CPI increases over 5% (or decreases below 0%) recoverable in a later year when CPI-W increases are less than 5% (or greater than 5%).

No separate system usage or license fees apply for the defined benefit administration system.

MARC license agreement dated February 23, 2017

With the execution of the Retirement Plan Services Agreement, the MARC license agreement dated February 23, 2017 is terminated. However, the remaining implementation fees per the terms of Exhibit C of the MARC license agreement are due. These monthly fees are payable until the implementation fee has been paid in full.

Administration Work Billed Separately

- Special projects, including large volume work (e.g. calculating prior frozen benefits, lump sum window project, etc.)
- Processing more than 30 payroll and demographic data loads per year (26 bi-weekly plus 4 quarterly)
- QDRO adjudication and processing (including calculations)
- Nonqualified plan calculations
- Retiree Medical administration, including determining eligibility, facilitating enrollment and deducting premiums from monthly pension checks

- Manual updates to check writing trustee
- Researching participant data in hard-copy files
- Providing non-standard or ad-hoc listings and reports
- Attendance at more than one Pension Committee meeting annually
- Participant counseling meetings
- Assisting in the preparation of non-standard Plan communications
- Pension plan audit support in excess of 10 hours per year
- Out of pocket expenses

Variable fees, special projects

Milliman will work with UTA to complete other special projects related to defined benefit administration.

Milliman will charge additional fees for these projects, based on time charges using standard billing rates for Milliman employees. Milliman will estimate the cost of these projects in advance, and will discuss with UTA the potential impact of special projects on the service levels outlined above for ongoing defined benefit administration work.

Out-of-pocket expenses

In addition to the base fee, out-of-pocket charges will be reimbursed for expenses incurred in connection with defined benefit administration services. Out-of-pocket expenses shall include, but are not limited to, the following:

- Charges for website, phone use and toll-free maintenance fee
- Postage, including express delivery as required
- Printing for materials dedicated to UTA administrative services
- Assembly costs for large mailings
- Vendor costs for address searches and death audits
- Travel at reasonable and customary expense levels

Out-of-pocket charges will not include set-up charges for providing these services, such as costs for telephone systems, computer equipment, etc.

Implementation services billed at time and expense

Additional fees will be charged for the following services, if required. These services will be charged based on time and expense, using the standard billing rates for Milliman employees performing the following services:

- Calculating final accrued benefits, prior accrued benefits, frozen benefits, or prior minimum benefits that can be relied on for administration.
- Data research and clean-up of historical data. Our base fee includes data review and checks, but time for research and clean-up of individual historical data will be billed separately.
- Processing calculation backlog. Work required to process calculations for prior events will be billed separately. This includes, for example, retirement calculations for terminated participants past normal retirement age on the implementation date, and following up on pre-retirement death benefits payable for participants who died prior to the implementation date.
- Extensive reconciliation and documentation of data from multiple sources. Milliman is already in the process of loading data from multiple data sources. However, the administration outsourcing fee assumes

that data will be provided in the MARC system will be reliable for our use, and will include accurate descriptions noting how the data fields apply for benefit administration purposes. Extra implementation work required to complete these tasks, or to reconcile, compare and correct data from different sources will be billed separately

- Correction of any discrepancies identified in the reconciliation of data from multiple sources will be billed separately.
- Special communications campaigns or materials provided during the implementation will be billed separately.

We will not bill for additional implementation services without an advance discussion with you, and your approval that additional fees are applicable for the services.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 1/25/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Kim Shanklin, Chief People Officer
PRESENTER(S):	Kim Shanklin, Chief People Officer

TITLE:

Change Order: Investment Management Agreement Modification No. 002 - Term Extension (Cambridge Associates, LLC)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve the extension of the contract term and authorize the Executive Director to execute the change order and associated disbursements for investment management services in the amount of $510,000.

BACKGROUND:
Cambridge Associates, LLC was chosen as part of an RFP process to provide investment fund management services to the UTA Pension Committee. That initial contract was executed effective February 1, 2016, with a one-year term that could renew automatically on an annual basis for a maximum of six renewals. The seventh year of the contract (6 renewals) ends on January 31, 2023. The RFP process to procure the next 5-year contract has been started but the work will not be completed until fourth quarter 2023.

DISCUSSION:
The Chief Procurement Officer has reviewed and approved an extension of the contract term beyond the initial 7-years to properly ensure continuity of services. Staff is now requesting that the board approve the one-year extension, and associated contract value increase, to allow time to complete the procurement of a new contract. It is estimated that approximately $2,502,938 has been spent for investment management services over the life of this contract. Investment management fees are based on a calculation of basis points per volume of investment assets managed OR a minimum annual fee of $280,000 (whichever is greater).

CONTRACT SUMMARY:

Contractor Name:	Cambridge Associates, LLC
Contract Number:	15-1403JL-2
Base Contract Effective Dates:	February 1, 2016 - January 31, 2023
Extended Contract Dates:	February 1, 2023 - December 31, 2023
Existing Contract Value:	$2,502,938 (estimated)
Amendment Amount:	$510,000.00
New/Total Contract Value:	$3,012,938 (estimated)
Procurement Method:	Extension of competitively bid contract
Budget Authority:	Pension Operating

ALTERNATIVES:

Operate without a Pension Fund Investment Management provider until the results of an RFP are completed in third quarter 2023.

FISCAL IMPACT:

This contract has no fiscal impact on UTA's budget as it is paid from the Pension Trust.

ATTACHMENTS:

Amendment two (2) to the Investment Management Agreement

Investment Management Agreement (original contract with Cambridge Associates)

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MODIFICATION NUMBER 002
TO THE INVESTMENT MANAGEMENT AGREEMENT (CONTRACT 15-1403JL)

This Modification Number 002 (this "**Modification**") to the Investment Management Agreement (as amended, the "**Contract**") by and between Utah Transit Authority, a public transit district organized under the laws of the State of Utah, (hereinafter "**UTA**") and Cambridge Associates, LLC (hereinafter the "**Contractor**") is made effective as of January 5, 2023 (the "**Amendment Effective Date**").

RECITALS

WHEREAS, on February 1, 2016, UTA entered into the Contract for professional services with the Contractor from the period of February 01, 2016, through January 31, 2023, and

WHEREAS the parties agree to extend the contract until December 31, 2023.

CONTRACT AGREEMENT

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

1. Term: The term of the Contract will continue for a period commencing on February 1, 2023, and will expire December 31, 2023.

2. Other Terms Remain in Effect: Except to the extent expressly amended by this Modification, all terms and conditions of the Contract shall continue in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Modification, effective as of the Amendment Effective Date.

Cambridge Associates, LLC

Name

Authorized Signatory
Title

UTAH TRANSIT AUTHORITY

Kim Shanklin
Chief People Officer

Jay Fox
Executive Director

DocuSigned by:
Michael Bell 1/5/2023
[illegible]
Mike Bell
UTA Legal Counsel

INVESTMENT MANAGEMENT AGREEMENT

This Investment Management Agreement (this "**Agreement**") is by and between The Utah Transit Authority Pension Committee ("**Trustee**") as trustee and plan administrator of the Utah Transit Authority Employee Retirement Plan and Trust (the "**Client**") and Cambridge Associates, LLC, a Massachusetts limited liability company ("**CA**" or the "**Manager**") and is dated as of February 1, 2016 (the "**Effective Date**").

The Client wishes to avail itself of the investment management services provided by CA, and CA is willing to provide such services on the terms set forth in this Agreement.

The parties therefore agree as follows:

1) Appointment of the Manager

a) The Trustee and Client hereby retain the Manager to be the investment manager of the Client's Investment Assets (as defined in Exhibit A, as amended from time to time), and appoint the Manager as the Client's attorney-in-fact to invest and reinvest the Investment Assets. In its full discretion and without obligation on its part to give prior notice to the Client, the Manager shall have full power to invest and reinvest the Investment Assets in accordance with the investment guidelines attached hereto as Exhibit B (the "**Investment Guidelines**") and the Manager's responsibility for and authority to invest the Investment Assets under this Agreement shall not begin until the Investment Guidelines have been adopted, agreed, and attached to this Agreement. The Investment Guidelines may be amended from time to time as agreed in writing between the Manager and the Client. For the avoidance of doubt, the Manager shall have full power and authority to (i) negotiate, sign, execute, and deliver all subscription documents, partnership agreements, investment management agreements, distribution management agreements, commission agreements, side letters, and any other such documents required in order to implement the Manager's investment decisions; (ii) instruct the Custodians (defined below) to transfer funds in connection with such investment decisions; (iii) monitor the Custodians' receipt and disbursement of cash in the Account (as defined below) and perform account reconciliations; and (iv) take any other action with respect to the investment or reinvestment of the Investment Assets as is needed to serve the best interest of the Client as determined in the Manager's reasonable discretion and in accordance with this Agreement and all applicable laws. The Manager is hereby appointed the Client's agent and attorney-in-fact to exercise in its discretion all rights and perform all duties which may be exercisable in relation to the Investment Assets, including, without limitation, the right to vote (or in the Manager's discretion, refrain from voting), tender, exchange, endorse, transfer or deliver any Investment Asset, to participate in or consent to any distribution, plan of reorganization, creditors committee, merger, combination, consolidation, liquidation, underwriting or similar plan with reference to such Investment Assets; to execute and bind the Client in waivers, consents, covenants and indemnifications related thereto; and to update Client contact information, authorized signatory lists, interested parties lists, and the wiring instructions on file with respect to the Investment Assets. The Client shall provide the Manager with such evidence of the Manager's authority under this Agreement (and/or a power of attorney authorizing the Manager to take any action within its authority hereunder) as the Manager or any Custodian, service provider or broker may from time to time reasonably request for the

proper performance of the services, such evidence or power of attorney to be in a form agreed between the Client and the Manager.

b) The Client confirms and agrees that all commissions and expenses or other transaction costs incurred in the course of the investment of, or arising from the investment or administration of the Investment Assets (including, without limitation, the Annual Fee, the costs of Custodians, and the costs of legal and tax advice, other than the cost of standard legal and tax reviews of investments) shall be paid by the Client, charged to the Account, or reimbursed by the Client.

c) The Trustee is a fiduciary with respect to investment and management of the Investment Assets and the governing instruments of the Client ("**Governing Documents**") provide that the Trustee has the authority to appoint one or more "investment managers" under the governing Documents to manage assets of the Client. The Trustee appoints the Manager as an "investment manager" under and in accordance with the Governing Documents, and the Trustee irrevocably makes, constitutes, appoints and authorizes the Manager to appoint additional investment managers in circumstances where the Manager selects managers to invest portions of the Investment Assets. The Manager represents that it qualifies to be appointed as an "investment manager" as defined in Section 3(38) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**") and accepts the appointment under this Agreement to be a fiduciary of the Client with respect to the Investment Assets.

2) Investment Services of the Manager

The Manager shall:

a) Provide comprehensive management, investment planning, and oversight and selection services with regard to the Investment Assets, including the following:

(i) assisting the Client in developing Investment Guidelines and establishing asset allocation targets;

(ii) reviewing the Client's Investment Assets;

(iii) developing a manager structure; identifying a flow of investment opportunities; evaluating and comparing funds and managers; and selecting managers; and

(iv) conducting due diligence of selected managers and funds. The Manager will take responsibility for reviewing the investment opportunities and business terms, but may, in its discretion, rely on the counsel retained pursuant to Section 6 in evaluating the legal and tax ramifications of specific investments.

b) Provide quarterly investment performance reports, including individual manager returns and return analyses, with respect to the Investment Assets. For each reporting period, a single report will be provided for all Investment Assets on a consolidated basis. Monthly "flash" performance reports will also be provided.

(i) Upon request, CA will provide separate reports for additional pools of assets within the account (the "**Additional Performance Measurement Services**"), and the Client shall compensate CA pursuant to the provisions of Section 10.

a) In the course of the regularly scheduled meetings with the Client, the Manager will provide structured educational presentations and materials on general investment principles and subjects applicable to the management of pension plans. In addition, the Manager will provide the Client with access to the Manager's proprietary research reports on various topics related to investments and financial management.

b) Attend and report at 4 scheduled in-person meetings with the Client per year and participate in conference calls with the Client upon reasonable notice.

3) Administrative Services and Access to Proprietary Research and Databases

The Manager agrees to provide to the Client the following administrative services and access to proprietary research and databases (the "**Administrative Services**"):

a) Subject to Section 4 of this Agreement, the Manager will collect and complete the paperwork for funding new investments and liquidating existing investments, track document flow, and ensure that the document is properly executed by an authorized signatory of the Manager. The Manager has the authority to prepare and execute the documents necessary to instruct the movement of Client assets in order to fund investments, and has the authority to instruct the Custodian to disburse cash from the Account in order to do so. The Manager will instruct all investment managers to provide all distribution notices, capital calls, statements, and similar documents to both the Manager and the Client.

b) Upon request, CA will provide audit support materials relating to Client's Hedge Funds and Private Investments (as defined in Exhibit A) that describe CA's initial and ongoing due diligence process in detail and CA's valuation tracking process for Hedge Funds and Private Investments.

c) Upon request, CA will maintain liquidity provisions and provide liquidity reports for the assets covered under this Agreement.

d) Provide access to CA's standard proprietary client databases on capital markets, quantitative information on investment managers and funds, comparative peer performance and quarterly and annual surveys of investment and financial data.

e) Provide proprietary research reports on various general topics related to investments and financial management.

4) **Custody.**

a) The "**Account**" consists of the Investment Assets designated by the Client to be managed by the Manager together with any income or gains thereon, less any assets the Client causes to be withdrawn from the Account. The Client shall provide the Manager with at least 30 business days' notice of any withdrawals from the Account. The Investment Assets will be held in one

or more custodial accounts with the custodians shown in Exhibit C (the "**Custodians**"). Each Custodian will be appointed by the Client pursuant to a separate custody agreement and the Client represents and warrants that each Custodian is a "qualified custodian" as that term is defined in Rule 206(4)-2 under the Investment Advisers Act of 1940 (as amended, the "**Advisers Act**"). The Client has delivered to the Manager or its agent, copies of all existing documentation in the Client's possession related to the assets in the Account. The Client shall promptly notify the Manager in writing of any changes to the Custodians. The Client shall cause each Custodian to provide the Manager with monthly reports concerning the status of the portion of the Account custodied by such Custodian and such other information relating to the Account or the Investment Assets as the Manager may from time to time request. For the avoidance of doubt, the Manager is not the custodian of the Account and shall not have the authority to instruct the Custodians to withdraw funds or securities of the Client for any purpose, other than to disburse cash from the Account in order to make investments consistent with this Agreement, to pay the Annual Fee, or as otherwise specifically provided in this Agreement.

b) The Client has authorized and directed (or will authorize and direct) each Custodian (i) to maintain a separate account for and to segregate the assets of the Account that are designated to be managed by the Manager and (ii) to invest and reinvest the assets of the Account in accordance with instructions received by the Custodian from the Manager. The Client hereby authorizes the Manager to give written instructions to the Custodian at any time and from time to time during the term hereof to deliver securities sold, exchanged or otherwise disposed of from the Account, upon receipt of payment for such securities, and to pay cash for such securities delivered to the Custodian upon acquisition for the Account. The Client hereby agrees (A) to furnish, and will require the Custodian to furnish, any further authorizations or evidence that brokers or the Manager may from time to time request to implement the provisions of this Agreement and (B) to require the Custodian to provide the Manager with a duplicate copy of the Account statements, notifications, and any proxy or other materials the Custodian sends to the Client. The Client will ensure that any proxy voting materials received by the Client are sent to corporateactions@cambridgeassociates.com. The Manager will vote proxies that it receives from the Custodians or the Client in accordance with the Manager's proxy voting policies. Except as may be provided by applicable law, the Manager shall not incur any liability to the Client by reason of any exercise of, or failure to exercise, any such discretion and shall not incur any liability for any failure arising from an act or omission of a person other than the Manager, its employees and its affiliates.

c) In the event that the Client deposits publicly-traded single-name marketable securities into the Account, which securities are not managed on a discretionary basis by a third party manager, the Client hereby (i) instructs the Manager to liquidate such marketable securities as soon as reasonably practicable following such deposit and to establish a standing instruction with the Custodian to do so, (ii) agrees that the Manager is not responsible for best execution with respect to the liquidation of such securities, and (iii) agrees not to hold the Manager liable for any losses or costs related to such liquidation.

d) The Client shall pay all fees and expenses of the Custodians. The Manager and its affiliates shall at no time have custody or physical control of the Investment Assets in the Account, it being intended that sole responsibility for safekeeping thereof (in such investments as the Manager may direct) and the consummation of all purchases, sales, deliveries and investments

made pursuant to the Manager's direction shall rest upon the Custodian. The Manager shall have no responsibility or liability with respect to custodial arrangements or the acts, omissions or other conduct of the Custodians except in the event that such arrangements, acts, omissions and other conduct give rise to liability under Section 5 of this Agreement. The Client shall have sole authority to withdraw or transfer cash or its equivalent from and between the Client's accounts with its Custodians, except as otherwise specifically provided herein.

5) Standard of Care; Indemnification

In performing its obligations under this Agreement, the Manager shall discharge its duties and exercise its powers hereunder with the care, skill, prudence and diligence that, under the circumstances then prevailing, a prudent investor acting in a like capacity would exercise. The Manager acknowledges that it is a fiduciary of the Client under the law applicable to the Client and agrees, pursuant to the Agreement, that when providing the investment services, it owes the Client the duties an investment adviser owes to a client under the Advisers Act and the rules promulgated thereunder, as well as the duties a fiduciary owes its pension plan client under ERISA whether or not those provisions of ERISA would otherwise fully apply to the Client.

The Manager and its affiliates, subsidiaries (together with their respective members, officers, directors, managers, and employees, the **"Indemnitees"**) shall not be liable for any error of judgment with respect to their investment decisions or for any other acts or omissions (including in particular but not limited to the Manager acting as the Client's authorized representative under any power of attorney) *provided* that the applicable Indemnitee has acted in good faith and has not committed gross negligence, willful default, a breach of fiduciary duty or fraud with respect to such decision, act or omission. In no event shall the Manager or its affiliates, subsidiaries, members, managers, and employees be liable for any indirect, incidental, consequential or punitive damages or any damages for lost profits or anticipated benefits, even if the Manager has been advised of the possibility of such damages, unless otherwise provided by applicable law. Except as may otherwise be provided by law, the Manager will not be liable to the Client for any loss related to or arising out of the instructions of the Client, or from any act or failure to act by a Custodian or by any other third party.

The Client hereby undertakes to indemnify, keep indemnified, and hold harmless the Indemnitees from any and all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses, including reasonable attorneys' fees and court costs sustained or incurred by the Indemnitees arising out of or in connection with this Agreement and the actual or purported performance (or alleged non-performance) of the Manager's obligations under this Agreement unless such loss arises wholly or substantially as a direct consequence of the gross negligence, willful default, breach of fiduciary duty or fraud by any Indemnitee in the performance of the Manager's under this Agreement as determined by the final judgment of a court of competent jurisdiction that is not subject to review or appeal.

Without limiting the foregoing, and subject to applicable law and regulation, in no event shall the Manager's aggregate liability to the Client or any other party for damages arising out of or in connection with the provision of Administrative Services described in Section 3 exceed $50,000. The limitation in the preceding sentence does not in any way limit the Manager's liability with respect to the provision of the asset management and investment services described in Sections 1 and 2.

The Client understands that certain provisions of this Agreement, including, without limitation, Sections 4 and this Section 5, may serve to limit the potential liability of the Manager. The Client has had the opportunity to consult with the Manager as well as, if desired, the Client's representative(s) or other professional advisors and counsel as to the effect of these provisions. The Client further understands that certain U.S. federal and state laws, including, but not limited to, the Advisers Act and certain state securities laws may impose liability or allow for legal remedies even where the Manager has acted in good faith, and that the rights under those laws may be non-waivable. Nothing in this Agreement shall, in any way, constitute a waiver or limitation by the Client of any rights which may not be so limited or waived in accordance with applicable law. This Section shall survive the termination date of this Agreement.

6) **Restrictions on the Manager and Exclusions from Services**

The Manager shall at no time have custody or possession of any cash, securities, or other assets of the Client.

The Manager shall not provide or otherwise be responsible for the provision of tax or regulatory advice, legal counsel, or investment accounting (including with respect to the engagement of any Custodian) provided that the Manager shall be responsible for conducting appropriate due diligence as set forth in Section 2 and retaining legal counsel and tax advisors that the Manager deems necessary to complete the Manager's duties as listed in Section 2 of this Agreement. The Client confirms and agrees that it shall engage such third party accountants, auditors and other professional advisers as may be required for the purposes of preparing (i) the Client's financial accounts, (ii) its annual audited financial statements, or (iii) any other report, filing or submission (financial or otherwise) required to be prepared by applicable law or regulation.

7) **Effective period of agreement and termination**

a) **Term**. The initial term of this Agreement shall be from the Effective Date to the one-year anniversary of the Effective Date and shall renew automatically thereafter on an annual basis, for a maximum of six renewals, at the Manager's then current fee schedule.

b) **Termination without cause**. Either party may terminate this Agreement at any time without cause by not less than 90 days' written notice to the other party; provided that, if this Agreement is terminated by the Manager (other than for cause pursuant to Section 7(c)), the Manager shall continue to provide and be compensated for its services thereafter for such reasonable transition period as the Client may request for the purposes of appointing a replacement manager.

c) **Termination for cause**. Either party (the "**First Party**") may terminate this Agreement immediately by written notice to the other party (the "**Second Party**") immediately following:

i) any material breach of any term of, or any obligation arising under, this Agreement by the Second Party which, if capable of being remedied, has not been remedied by the Second Party within fourteen (14) calendar days' of written notification of such breach by the First Party to the Second Party;

ii) any act of fraud by the Second Party under or in connection with this Agreement;

iii) the actual or threatened commencement of any investigation or disciplinary action by a regulator of competent jurisdiction in relation to the activities of the Second Party (or any affiliate of the Second Party);

iv) the actual or threatened commencement of any case, action or other proceeding:

(1) relating to bankruptcy, insolvency, re-organization, liquidation, dissolution or other relief with respect to the Second Party or its debts (excluding a voluntary liquidation or a voluntary dissolution for the purposes of reconstruction or amalgamation upon terms previously approved in writing by the First Party);
(2) seeking the appointment of a receiver, trustee, custodian, conservator or other similar official in respect of the Second Party or any substantial part of the Second Party's assets;
(3) the Second Party being or becoming unable to pay its debts as they fall due or otherwise committing any act of bankruptcy under the laws of any jurisdiction to which the Second Party may be subject.

d) **Consequences of termination.** Termination of this Agreement shall not affect the rights, liabilities and obligations accrued up to the date of termination, including without limitation, the right of the Manager to receive accrued fees (and a pro rata amount in respect of any period less than the period (if any) in respect of which fees otherwise accrue) which shall be paid after termination of this Agreement if they have not been paid before. Any and all provisions or obligations contained in this Agreement which by their nature or effect are required or intended to be observed or performed after termination of this Agreement will survive the expiration or termination of this Agreement and remain binding upon and for the benefit of the parties, their successors and permitted assigns.

8) Confidentiality and Exclusive Use

CA shall regard as confidential all information concerning the affairs of the Client and Trustee (the "**Client Information**"). CA will not disclose Client Information to third parties except as otherwise permitted herein. CA may disclose Client Information (i) when reasonably necessary to discuss allocations with prospective managers; (ii) to CA's employees, agents and service providers for the purpose of assisting CA's performance of services for the Client; or (iii) otherwise with prior written consent of the Client. CA will subject recipients of Client Information to confidentiality obligations at least equal to CA's confidentiality obligations to the Client. CA may list the Client on CA's standard marketing lists of representative clients.

The information, data, research, advice and/or recommendations furnished by CA orally or in writing (the "**CA Confidential Information**") are strictly confidential. The CA Confidential Information is for the use of the Client, the Trustee, its officers, directors, and employees, as applicable (collectively, the "**Recipients**"), solely in relation to the investment and reinvestment of the Investment Assets and may not be used for any other purpose or disclosed to any third party without the prior written consent of CA; provided, however, that the Client may disclose CA Confidential Information to the members of its investment committee (or equivalent body), its

attorneys, accountants and tax advisors (together with the Recipients, collectively, the "**Representatives**").

The Client shall cause its Representatives to fully comply with and be bound by the terms of this Agreement to the same extent as if the Representatives were signatories to this Agreement and shall cause its Representatives to regard any and all Confidential Information they receive as confidential. In particular, no CA Confidential Information may be distributed to, or shared with, any other investment adviser or investment consultant that the Client may retain. The Client shall be responsible for any breach of this Agreement by any of its Representatives. This Section shall survive the termination date of the services provided and continue for five years thereafter.

The parties agree that CA Confidential Information and Client Information do not include information that (i) has been published or is otherwise generally publically available or in the public domain; (ii) becomes known to the receiving party from a source other than the disclosing party without breach of this Agreement; or (iii) is independently developed by the receiving party.

Notwithstanding the foregoing, the Client may disclose CA Confidential Information and CA may disclose Client Information if such disclosure is required by law, including disclosure under Utah's Government Records Access Management Act ("Utah GRAMA"), regulation or legal process, in which case the party required to disclose shall assert all applicable exceptions to such law, regulation or legal process regarding disclosure and shall, to the extent permitted by law and practicable, provide prompt notice to the other party prior to such disclosure or use. The Client acknowledges and agrees that a substantial portion of the CA Confidential Information is expected to constitute "Protected Records" under Section 63G-2-305 of Utah GRAMA.

The Client acknowledges that the CA Confidential Information shall remain the sole property of the Manager.

The Client and Manager each acknowledge that money damages and other remedies at law may be inadequate to protect against breach of this Section 8 and the Client and Manager each hereby agrees to the granting of injunctive or other equitable relief in favor of the other party without proof of actual damages, without the necessity of posting any bond or other security and without prejudice to any other rights or remedies which may be available at law or in equity.

9) Services to Other Clients

The Client acknowledges that the Manager and its affiliates may act and continue to act as investment advisers for other clients (including for its own account), and that in the conduct of the Manager's business, conflicts may arise between the interests of the Client and the interests of the Manager or its affiliates, or any other person advised by the Manager or its affiliates. For example, the Client acknowledges that the Manager and/or its affiliates may decide to invest the assets of the Client with an underlying manager while simultaneously withdrawing from such underlying manager on behalf of one or more other clients, or vice versa. In addition, the Manager or its affiliates may decide to invest or recommend the investment of another client's assets, rather than the Client's assets, with an underlying manager. Nothing in this Agreement shall in any way be deemed to restrict the right of the Manager or its affiliates to perform investment advisory or other services for any other person or entity, and the performance of such services for other persons or entities shall not be deemed to violate or give rise to any duty or obligation to the Client.

The Manager shall maintain such policies and practices as may be necessary so as not to inappropriately favor or disfavor consistently or consciously any client or class of clients, and shall to the extent practicable introduce investment opportunities among clients over a period of time on a fair and equitable basis. In the event that a conflict of interest arises, the Manager will endeavor to ensure that such conflict is resolved in a fair and equitable manner. The Client acknowledges that there can be no assurance that the Manager will be able to resolve all conflicts of interest in a manner that is favorable to the Client.

10) Fees

a) **Annual Fee.** As full compensation for all services rendered and expenses assumed by the Manager in this agreement, except for Additional Performance Measurement Services and additional expenses described in this Section or as otherwise provided for in this Agreement, the Client shall pay an annual fee (the "**Annual Fee**") equal to the greater of (x) $280,000 and (y) an amount based on the Investment Assets calculated as the sum of:

(i) 18 basis points on the first $500 million;
(ii) 10 basis points on the next $500 million; and
(iii) 4 basis points on Investment Assets in excess of $1 billion.

b) **Payment.** 25% of the Annual Fee as determined above shall be billed and payable in advance at the beginning of each calendar quarter; *provided* that the first payment shall be made on the Effective Date and adjusted on a pro rata basis. The Annual Fee will be adjusted as of the start of each calendar quarter based on the market value or net asset value, as applicable, of the Investment Assets. The value of the Investment Assets for purposes of this Section will be the value as provided by the underlying managers, funds, or their service providers for the most recently ended calendar quarter (provided that Private Investments may be reported on a 1 quarter lag and adjusted for contributions and distributions). For the avoidance of doubt, the Manager will provide the Client with the values of the Investment Assets received by the Manager for purposes of calculating the Annual Fee, but the official valuations of the Client's assets for any other purpose (including without limitation for financial statements and audit) is the sole responsibility of the Client. The Manager will calculate each payment of the Annual Fee in good faith. The Manager or its designated agent will send an invoice to the Client and the Client will pay such fee directly to the Manager. Unless the Client objects to the amount owed or the manner in which the Annual Fee was calculated within 30 days of receipt of the invoice, the fees shall be deemed to have been accurately determined and the Client waives its right to subsequently dispute such fees.

c) **Additional Services.** The Client shall compensate CA for any Additional Performance Measurement Services provided under Section 2 in accordance with CA's then current fee schedule for performance measurement services.

d) **Additional Expenses.** The Manager shall not be responsible for paying any custody, brokerage, exchange fees and any other transaction costs, fiscal or governmental charges or duties in respect of, or in connection with, the acquisition, holding or disposal of any of the Investment Assets or otherwise in connection with the Client's business, other than as specifically provided in Section 1(c). All such fees and costs will be paid or reimbursed by

the Client. The Client shall reimburse Manager for the reasonable cost of an annual surprise audit for the Account.

11) Assignment

The Manager shall not assign (within the meaning of the Advisers Act) this Agreement without the prior written consent of the Client or compliance with such other procedures as may be permitted under the Advisers Act, and shall notify the Client within a reasonable period of any "change in control" (within the meaning of the Advisers Act) of the Manager. Notwithstanding this Section, notice is hereby provided and the Client hereby agrees that certain research, data collection, and other services to be provided under this Agreement may be performed by Cambridge Associates Limited, Cambridge Associates Limited, LLC, Cambridge Associates Asia Pte Ltd and Cambridge Associates Investment Consultancy (Beijing) Ltd. These affiliated investment advisers are under common ownership and control with CA.

The Client is not permitted to assign all or any part of its rights or benefits under this Agreement without the prior written consent of the Manager.

12) Warranty and Representations

The Manager represents and warrants that it is a registered investment adviser under the Advisers Act and that such registration is currently effective.

Each of the Trustee and Client represents and warrants that it has received a copy of Part 2 of CA's Form ADV, and authorizes electronic delivery of any Form ADV updates or amendments. The Client also represents and warrants that it is an "accredited investor" under Rule 501 of Regulation D of the Securities Act of 1933 (as amended, the "**Securities Act**"), a "qualified client" under Rule 205-3 of the Advisers Act, and a "qualified purchaser" under Section 2(a)(51)(A) of the Investment Company Act of 1940 (as amended, the "**Company Act**").

The Client is neither an "investment company" under the Company Act nor reliant on Section 3(c)(1) or Section 3(c)(7) of such act to avoid so being defined.

The Client represents and warrants that either (a) it is registered with the Commodity Futures Trading Commission (the "**CFTC**" or the "**Commission**") and its NFA identification number is indicated on the signature page hereto, or (b) it is not required to register with the CFTC. The Client acknowledges and agrees that the Manager is relying on this representation to meet the Manager's obligations under NFA By-Law 1101, and agrees that it will promptly notify the Manager of any changes to the Client's registration or registration exemption applicability.

The Manager represents and warrants that it is duly organized and is validly existing and in good standing under the laws of its jurisdiction of organization, has the power and authority, and legal right, to transact the business it is engaged in, and is duly qualified to do business and is in good standing under the laws of each jurisdiction where its ownership or lease of property or the conduct of business requires such qualification.

Each of the Trustee, the Client and the Manager represents and warrants that it has the full power and authority to enter into and execute, deliver and perform fully the terms of this Agreement and

this Agreement constitutes a legal, valid and binding obligation of it, enforceable against it in accordance with the terms hereof, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

Each of the Trustee, the Client and the Manager represents and warrants that the execution, delivery and performance of this Agreement does not and will not violate (a) its organizational or governing documents, or (b) any law, treaty, rule or regulation applicable to it, and that the signatories to this Agreement are authorized to enter into this Agreement.

The Client acknowledges and understands that the Manager's employees and other associated persons may purchase securities that are owned by one or more of the Manager's clients *provided* that such activities do not conflict with the securities laws, the fiduciary duties of the Manager under the law applicable to the Client , the Manager's insider trading policies, the Manager's Code of Ethics, or any other policies of the Manager with respect to personal trading.

Each of the parties agrees to inform the other parties promptly in writing if any representation, warranty or agreement made by the party (as applicable) in this Agreement is no longer true, correct or complete or requires exception and/or modification to remain true.

The Client agrees to provide the Manager with such additional tax information as the Manager may from time to time request and agrees that such information may be disclosed to any relevant governmental authority. Failure to provide requested information may subject the Client to withholding taxes, charges, levies, penalties, enhanced information reporting obligations, and mandatory redemption with respect to the Client's interest in an underlying investment or the Account.

13) Authorized Signatories

The Client shall provide the Manager with a list of authorized signatories (the "**Authorized Signatories**") and their specimen signatures from whom the Manager may accept instructions, confirmations or authority under this Agreement and, as soon as reasonably practicable after any change therein, the Client will send to the Manager a revised list of Authorized Signatories and evidence of the authority for such change. The Manager shall not be liable for acting in good faith upon any instruction, confirmation or authority purporting to have been signed by an Authorized Signatory, which signature the Manager reasonably believes to be genuine, notwithstanding the fact that it shall subsequently be shown that such instruction, confirmation or authority was not in fact signed by an Authorized Signatory; *provided* that nothing in this Section shall relieve the Manager of any duties and responsibilities it has as a discretionary manager with respect to the Investment Assets.

14) Notices

Except as otherwise expressly provided in this Agreement, whenever any notice is required or permitted to be given under any provision of this Agreement, such notice shall be in writing, shall be signed by or on behalf of the party giving the notice and shall be mailed by first class mail or sent by courier, telefax or email with confirmation of transmission to the other party at the address set forth

below or to such other address as a party may from time to time specify. Any such notice shall be deemed duly given when delivered at such address.

In the case of the Client:

Robert K. Biles
Vice President/Chief Financial Officer
669 West 200 South
Salt Lake City, Utah 84101
Phone: 801-287-3367
Email: rbiles@rideuta.com

In the case of the Manager:

Steven Y. Quintero
General Counsel
Cambridge Associates, LLC
Oliver Street Tower
125 High Street
Boston, MA 02110-2112

Phone: 617-457-7500
Fax: 617-457-7501
Email: squintero@cambridgeassociates.com

15) Amendments

Any amendments to this Agreement, including to the Exhibits, shall be effective only if made in writing and signed by an authorized officer on behalf of the Manager and by an authorized signatory of the Client; provided that to the extent that the Manager reasonably considers that an amendment is necessary or advisable in order to bring the Agreement into compliance with applicable law, statute or regulation, the Manager may amend this Agreement by not less than 30 days' written notice of the relevant amendments to the Client.

16) Governing Law

This Agreement, the rights and obligations of the parties to this Agreement and any claim related to or arising from this Agreement shall be governed by and construed in accordance with Utah law, without regard to its principles of conflicts of law. The parties agree to the non-exclusive jurisdiction of a court of the State of Utah or the Commonwealth of Massachusetts (or, if appropriate, a federal court located within Utah or Massachusetts) with respect to any action, suit, or other legal proceeding that may be commenced to resolve any matter arising under or relating to any provision of this Agreement.

17) Risk Disclosures

The Client has carefully read the summary of some of the potential risks involved in investing in alternative investment assets set forth on Exhibit D and has evaluated such risks.

18) Severability Clause

In the event that any term, condition or provision of this Agreement is held to be illegal, void, invalid or unenforceable under applicable law, statute or regulation, such provision shall be deemed to be deleted from this Agreement as if it had not originally been contained in this Agreement and the legality, validity and enforceability of the remainder of this Agreement in that jurisdiction shall not be affected. In the event of such deletion the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted.

19) No Implied Waivers

No delay or omission by either of the parties in exercising any right, power, privilege or remedy under this agreement shall operate as a waiver of that or any other right. A waiver or consent given by either of the parties on any one occasion is effective only in that instance and shall not be construed as a bar to or waiver of any right, power, privilege or remedy on any other occasion.

20) Counterparts

This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument, binding on all parties hereto. Each party understands and agrees that any portable document format (PDF) file, facsimile or other reproduction of its signature on any counterpart shall be equal to and enforceable as its original signature and that any such reproduction shall be a counterpart hereof that is fully enforceable in any court of competent jurisdiction.

21) Entire agreement

This Agreement, including the exhibits attached hereto, constitutes the entire agreement between the parties concerning the subject matter in this Agreement and supersedes all prior drafts, agreements, understandings, representations, warranties and arrangements of any nature, whether oral or in writing, between them and relating to such subject matter. All exhibits attached to this Agreement may be amended from time to time and shall be integral parts of this Agreement.

22) Third Party Beneficiaries

The Client and the Manager are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or shall be construed to give any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name and are expressly described as intended beneficiaries of the terms of this Agreement (including persons indemnified pursuant to Section 5) or except as provided by applicable law.

[*Signatures follow.*]

PURSUANT TO AN EXEMPTION FROM THE COMMODITY FUTURES TRADING COMMISSION (THE "**CFTC**" OR "**COMMISSION**") IN CONNECTION WITH ACCOUNTS OF QUALIFIED ELIGIBLE PERSONS, THIS AGREEMENT IS NOT REQUIRED TO BE, AND HAS NOT BEEN, FILED WITH THE COMMISSION. THE COMMISSION DOES NOT PASS UPON THE MERITS OF PARTICIPATING IN A TRADING PROGRAM OR UPON THE ADEQUACY OR ACCURACY OF COMMODITY TRADING ADVISOR DISCLOSURE. CONSEQUENTLY, THE COMMISSION HAS NOT REVIEWED OR APPROVED THIS TRADING PROGRAM OR THIS AGREEMENT. THE CLIENT CONFIRMS THAT IT IS A QUALIFIED ELIGIBLE PERSON AND CONSENTS TO BEING TREATED AS EXEMPT UNDER CFTC REGULATION 4.7.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the Effective Date.

CAMBRIDGE ASSOCIATES, LLC

By: _____
Steven Y. Quintero
General Counsel

Date: Jan 22, 2016

THE UTAH TRANSIT AUTHORITY EMPLOYEE RETIREMENT PLAN AND TRUST
By: The Utah Transit Authority Pension Committee, as trustee and plan administrator

By: _____
Name: Necia Christensen
Title: Trustee

Date: 1/27/2016

NFA Identification Number (if applicable):

_____

By: _____
Name: Robert K. Biles
Title: VP - Finance

Date: 1/27/16

Approved As To Form
_____
UTA Legal Counsel

EXHIBIT A

Definitions

"Hedge Funds" include investment vehicles and accounts that typically invest primarily in publicly-traded securities. They may include, but are not limited to, the following strategies:

Long/short equity
Market neutral equity
Dedicated short equity
Distressed securities
Long/short credit
Multi-strategy
Risk arbitrage
Statistical arbitrage
Fixed income arbitrage
Convertible arbitrage
Global macro
Managed futures

"Investment Assets" shall mean all cash, securities or other investment assets (including Public Investments) from time to time owned by the Client and identified by the Client to be invested by the Manager pursuant to this Agreement (including without limitation the Investment Guidelines).

"Private Investments" include investment vehicles and accounts that typically invest primarily in securities acquired through private transactions. They may include, but are not limited to, the following strategies:

Venture capital
US and non-US private equity (including leveraged buyouts, mezzanine and restructuring funds)
Emerging markets (private equity or direct investments)
Oil and gas private equity
Timber and natural resources private equity
Real estate (private equity or direct investments)

"Public Investments" include the Investment Assets invested in, or to be invested in, Traditional Investment Assets or Hedge Funds:

"Traditional Investment Assets" include investment vehicles and accounts that typically use a long-only strategy to invest primarily in publicly-traded securities.

EXHIBIT B

Investment Guidelines

Investment Guidelines will be agreed between the parties and attached.

In the event that the Investment Guidelines do not clearly contain a start date for the performance track record of the Investment Assets for purposes of the Manager's aggregate track record, the start date for the Manager's performance track record shall begin on the 6 month anniversary of the Effective Date. If the Investment Guidelines do contain a start date for the performance track record of the Investment Assets for purposes of the Manager's aggregate track record, then the start date in the Investment Guidelines shall control. For the avoidance of doubt, the manager shall be responsible for the management of the Investment Assets beginning on the date that the Investment Guidelines are adopted and attached to this Agreement.

EXHIBIT C

Client's Custodial Accounts

U.S. Bank N.A. – [Account number to be provided by Client]

EXHIBIT D

Risk Disclosures

These risk factors are not intended to be a full or complete listing of all the risks involved in entering into this Agreement or investing, and the Client should engage in its own risk evaluation. Past performances of managers or funds or the success of a manager in any similar venture is no assurance of future success. Investments in funds are speculative, and there can be no assurance that the Client will not incur losses.

Investing in alternative asset funds (e.g., hedge funds and private investment funds) is associated with greater risk than investing in traditional marketable securities, including but not limited to illiquidity risk, tax and regulatory risks, manager-specific risk, counterparty risk and valuation risk. The Client should consider a number of factors in determining whether investing in alternative asset funds is appropriate.

Private Investments (e.g., U.S. and International Private Equity, Venture Capital Funds, Real Estate, Energy, Timber and Natural Resources)

Private investments are highly illiquid, and the underlying investments of these private investment funds are also generally illiquid and may not have easily ascertainable market values. Interests in these funds are typically not registered under the Securities Act or any state securities laws, and no readily available market exists for interests in these funds. The Client should expect to hold its investments for the entire life of these funds, and may be subject to capital calls, recalls of distributions, and other liabilities both during the term of the Agreement and thereafter. In addition, such funds in liquidation may in some cases distribute assets in kind to their investors. Historically, returns have varied greatly over time, depending on the conditions at the time investments were made and when investments were disposed of by these funds. In addition, access to high-quality private investment opportunities may be limited and there can be no assurance that such opportunities will be available during the desired investment period.

Hedge Funds (e.g., Absolute Return, Long/Short Equity, Risk Arbitrage, Global Macro and Distressed Funds)

The risks inherent in investing in hedge funds include but are not limited to illiquidity, limited regulatory oversight, use of possibly speculative trading techniques, use of leverage or derivatives, short selling and hedging techniques. Substantial risks are involved in investing in hedge funds trading in equity securities, options and other derivatives. Market movements can be volatile and are difficult to predict. The activities of governments can have a profound effect on interest rates which, in turn, substantially affect the prices of securities, options and derivatives as well as the liquidity of such markets. Politics, recession, inflation, employment levels, trade policies, international events, war and other unforeseen events can also have a significant impact upon the prices of securities.

Additionally, hedge funds are subject to limited withdrawal rights, and no readily available market exists for interests in these funds. A hedge fund may be unable to liquidate certain

investments to fund withdrawals in a timely manner. Realization of value from the interests in a hedge fund may be difficult in the short-term or may have to be made at a substantial discount compared to other freely tradable investments. Interests in these funds are not typically registered under the Securities Act or any other federal or state securities law. In the event of the early termination of a hedge fund as the result of certain events, such fund may have to distribute assets of the fund in kind to its equity holders. Certain assets held by hedge funds may be highly illiquid and may not have an easily ascertainable market value.

Investment in a Managed Account

The Client is contributing its assets to a discretionary managed account managed by the Manager.

Risk of Loss

All investments risk the loss of capital. The Manager believes that its investment program may mitigate this risk through a careful selection and monitoring of the Account's investments, but an investment made by the Manager for the Account is nevertheless subject to loss. No guarantee or representation is made that investments made by the Manager for the Account will be successful, and investment results may vary substantially over time. The past results of the Manager and its principals in managing investment portfolios are not necessarily indicative of their future performance.

General Economic Conditions

The success of any investment activity is affected by general economic conditions, which may affect the level and volatility of interest rates and the extent and timing of investor participation in the markets for both equities and interest-sensitive instruments. Unexpected volatility or illiquidity in the markets in which the Account (directly or indirectly) holds positions could cause the Account to incur losses.

Market Risks

The profitability of a significant portion of the investment program depends to a great extent upon the ability of underlying money managers selected by the Manager (the "**Money Managers**") to correctly assess the future course of the price movements of securities and other investments. There can be no assurance that the Money Managers will be able to predict accurately these price movements. Although the Money Managers may attempt to mitigate market risk through the use of long and short positions or other methods, there may be a significant degree of market risk.

Misuse of Confidential Information

In trading public securities, there are consequences for trading on insider information, and the Manager expects that Money Managers will use only public information. Money Managers may be charged with misuse of confidential information. If that were the case, the performance records of these Money Managers could be misleading. Furthermore, if a

Money Manager or entity with which the Client invests has engaged in the past or engages in the future in such misuse, the Client could be exposed to losses.

Possibility of Misappropriation of Assets or Fraud

When the Client invests with a Money Manager, it does not have custody of the assets invested. There is therefore a risk that the personnel of the Money Manager could misappropriate the securities or funds (or both) beneficially owned by the Client. Although the Manager intends to employ reasonable diligence in evaluating and monitoring Money Managers, no amount of diligence can eliminate the possibility that one or more of these individuals or entities they manage may engage in improper or fraudulent conduct, including unauthorized changes in investment strategy, misappropriation of assets and unsupportable valuations of portfolio securities.

Use of Money Managers

The Manager may not be given access to information regarding the actual investments made by the Money Managers, as such information is generally considered proprietary. At any given time, the Manager may not know the composition of the Money Managers' portfolios with respect to the degrees of hedged or directional positions, or the extent of concentration risk or exposure to specific markets. In addition, the Manager may not learn of significant structural events, such as personnel changes, major asset withdrawals or substantial capital growth, until after the fact.

A number of Money Managers might accumulate substantial positions in the same or related instruments at the same time. Because information regarding the actual investments made by such Money Managers is generally unavailable, the Manager will be unable to determine whether such accumulations, which could reduce diversification in the Account's portfolio managed by the Manager, have taken place. The Money Managers will trade independently of one another and may at times hold economically offsetting positions. In addition, Money Managers that invest in a particular sector may be subjected to differing or increased risks relating to such sector.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 1/25/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Mary DeLoretto, Chief Service Development Officer
PRESENTER(S):	Grey Turner, Manager of Engineering & Design

TITLE:

Change Order: TIGER Program Change Order No. 74 - Provo Overhead Pedestrian Bridge Project Cost Increase (Granite Construction)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve agreement and authorize the Executive Director to execute Change Order No. 74 (Amendment 24) and associated disbursements with Granite Construction for the Provo City TIGER Overhead Pedestrian Bridge in the amount of $4,571,872.

BACKGROUND:

UTA is engaged in the TIGER Program of projects to construct first and last mile improvements across the UTA service area. In April of 2018 an RFP was issued for construction manager/general contractor services, following which a contract was executed with Granite Construction Company for phase 1 pre-construction services. Subprojects under the TIGER Program have been executed through phase 2 contract amendments and change orders with Granite. For the past four years the Board of Trustees has delegated authority to execute TIGER project amendments to the Executive Director through annual resolutions which outlined the parameters for delegating authority.

The board previously approved in a 2021 resolution (R2021-01-04) for Provo Overhead Pedestrian Bridge Schedule A, a $4,074,356 contract amount. UTA entered a Phase 2 contract (change order 51/amendment 20) with Granite Construction for Schedule A work in the amount of $4,074,356 on December 20, 2021. This $4,074,356 contract was to begin some construction activities and order several long-lead items. This amount was not the full anticipated construction budget amount. Due to design and approval delays with the Union

Pacific Railroad, this project did not start construction as originally anticipated in December 2021.

Due to these delays and added scope when the final design was complete, the project was rebid in November 2022. The total new cost to build the Provo Overhead Pedestrian Bridge is $8,646,228.

The added Phase 2 Schedule B contract amount, as outlined in change order 74/amendment 24,will be for $4,571,872. This Schedule B amount added to the Schedule A amount of $4,074,356 equals the total rebid price of $8,646,228.

To Summarize:

The Board approved schedule A contract amount of $4,074,356 for early construction activities and long-lead items in December 2021 (change order 51/amendment 20).

Staff now requests board approval for schedule B amount as a change order to Granite Construction in the amount of $4,571,872 (change order 74/amendment 24).

Total project contract amount, schedule A plus schedule B = $8,646,228

DISCUSSION:

UTA and Granite Construction have recently gone through a repricing exercise for the Provo Ped Bridge due to unforeseen delays and the inability to hold material and subcontractor prices. Through the rebidding exercise, the total cost of the construction has increased. UTA needs to give Granite approval to move ahead in order to hold or “lock in” the negotiated prices.

This project is a sub-project of the systemwide TIGER program of projects - MSP205. There is sufficient existing budget authority in the master project to accomplish this work. The increase in budget and contract change order will be covered by programmed budget authority in the master project. During the year-end capital budget close and reconciliation process, staff will evaluate the remaining sub projects, master and sub project budget authority, and anticipated cash flow for 2023. This will be documented during the carryforward process and brought to the Board for discussion and approval. UTA may also approach its partners about potential reimbursement going forward but the current change order is not dependent on partner funding.

CONTRACT SUMMARY:

Contractor Name:	Granite Construction
Contract Number:	18-2398TP-074
Base Contract Effective Dates:	April 11, 2018-Jan 24, 2023
Extended Contract Dates:	Nov 30, 2023 (extended through previous change order)
Existing Contract Value:	$35,742,439
Amendment Amount:	$4,571,872
New/Total Contract Value:	$40,314,311 (total for all TIGER projects to date)
Procurement Method:	CM/GC
Budget Authority:	UTA 5-year capital plan

ALTERNATIVES:
Without approval of the higher Phase 2 construction costs the project cannot proceed.

FISCAL IMPACT:
There is sufficient budget authority to accomplish this change order. Pending final review of total sub project costs, schedules, and cash flow, Service Development will return to the Board, as needed, with a reconciliation to ensure funding for pending subprojects scheduled for completion in 2023 or early 2024.

ATTACHMENTS:
Granite Change Order 74 - TIGER Provo Ped Bridge Increase
18-2398TP Phase 2 Amend 24 Provo Ped Bridge

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Utah Transit Authority
669 West 200 South
Salt Lake City, Utah 84101
Phone: (801) 741-8885
Fax: (801) 741-8892

CHANGE ORDER

No. 74

TITLE: PRO_OP_1_Contract amount increase

DATE: 12/6/2022

PROJECT/CODE: MSP205 - Tiger Grant Projects

This is a change order to CONTRACT No: 18-2398TP

TO: Granite Construction

ATTN: Eric Wells

DESCRIPTION OF CHANGE: Brief scope, references to scope defining documents such as RFIs, submittals, specified drawings, exhibits, etc.

UTA is engaged in the TIGER Program of projects to construct first and last mile improvements across the UTA service area. In April of 2018 an RFP was issued for construction manager/general contractor services, following which a contract was executed with Granite Construction Company for phase 1 pre-construction services. Subprojects under the TIGER Program have been executed through phase 2 contract amendments and change orders with Granite. For the past four years the Board of Trustees has delegated authority to execute TIGER project amendments to the Executive Director through annual resolutions which outlined the parameters for delegating authority. The board previously approved in a 2021 resolution (R2021-01-04) for Provo Overhead Pedestrian Bridge Schedule A, a $4,074,356.00 contract amount.

UTA and Granite Construciton have recently gone through a final repricing exercise due to unforeseen delays, added scope, and the inability to hold material and subcontractor pricing on the project. This change order is for schedule B of the phase 2 construction agreement for the Provo Overhead Pedestrian Bridge in the amount of $4,571,872.
Total Bridge Contract amount is $8,646,228 (schedule A + schedule B)

Direction or Authorization to Proceed (DAP) previously executed: YES _____ NO __X__

It is mutually agreed upon, there is a schedule impact due to this Change order: YES _____ NO __X__

The amount of any adjustment to time for Substantial Completion and/or Guaranteed Completion or Contract Price includes all known and stated impacts or amounts, direct, indirect and consequential, (as of the date of this Change Order) which may be incurred as a result of the event or matter giving rise to this Change Order. Should conditions arise subsequent to this Change Order that impact the Work under the Contract, including this Change Order, and justify a Change Order under the Contract, or should subsequent Change Orders impact the Work under this Change Order, UTA or the Contractor may initiate a Change Order per the General Provisions, to address such impacts as may arise.

Current Change Order		Contract		Schedule	
Lump Sum:	$4,571,872	Original Contract Sum:	$297,390	Final Completion Date Prior to This Change:	-
Unit Cost:	-	Net Change by Previously Authorized Changes:	$35,445,049	Contract Time Change This Change Order (Calendar Days):	0
Cost Plus:	-	Previous Project Total:	$35,742,439	Final Completion Date as of This Change Order:	-
T&M NTE:	-	Net Change This Change Order:	$4,571,872		
Total:	$4,571,872	Current Project Total:	$40,314,311		

ACCEPTED:

By:

Date:

Eric Wells
Granite Construction

By:

Date:

Grey Turner
Project Manager <$25,000

By:

Date:

David Hancock
Dir. of Capital Construction <$75,000

By:

Date:

Mary DeLoretto
Acting Chief Service Dev Officer <$100,000

By:

Date:

Vicki Woodward
Procurement

By: DocuSigned by: Mike Bell

Date: 1/26/2023

Mike Bell
Attorney General >$10,000

By:

Date:

Jay Fox
Executive Director >$200,000

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UTA

Change Order Summary Worksheet

Previously Authorized Changes

Contract 18-2398TP GRA

Change Order No	Date	Amount of CO	Running Contract Total	Subject
Original Contract			$297,390	
1	7/20/2018	$3,752,911	$4,050,301	Reconstruct Grant Ave with Bike Lane
2	9/27/2018	$971,141	$5,021,442	Farmington Sidewalks
3	9/28/2018	$369,916	$5,391,358	Bountiful ADA Ramps
4	10/30/2018	$417,707	$5,809,065	Parley's Trail Connection - SSL
5	10/19/2018	$126,750	$5,935,815	South Jordan, Herriman and Draper Bike Lanes
6	11/16/2018	$7,534	$5,943,349	Changes to flatwork and landscaping at Farmington sidewalk
7	12/21/2018	$77,618	$6,020,967	Bollards at Parley's Trail
8	12/21/2018	$24,115	$6,045,082	Widening of Parleys Trail
9	12/21/2018	$0	$6,045,082	Revised final completion date for Bountiful Phase 2
10	9/28/2018	$682,904	$6,727,986	Summit County Bikeshare Stations
11	4/19/2019	$360,023	$7,088,009	Tooele County Bike Lanes - Phase 2 Agreement
12	4/19/2019	$4,722	$7,092,731	Revised Completion Dates For Parley's Trail and Grant Ave
13	6/4/2019	$411,380	$7,504,111	Phase 2 Contract Amendment No. 8 Midavale Crosswalk
14	7/19/2019	$4,955	$7,509,066	Additional Scope Items
15	7/31/2019	$708,616	$8,217,682	Phase 2 Contract Amendment No. 9 - GREENbike Expansion
16	8/19/2019	$181,393	$8,399,075	Phase 2 Contract Amendment No. 10 - Farmington additional
17	8/16/2019	($18,307)	$8,380,768	Additional Scope for PCO's 23-24 and Phase 1 Cost
18	9/20/2019	$20,394	$8,401,162	Additional Scope for PCO's 27-32
19	9/18/2019	$13,500	$8,414,662	Additional Scope for PCO's 34, 37, 38 and 39
20	10/22/2019	$859,498	$9,274,160	Phase 2 Contract Amendment No. 11 - Sandy 10200 S Ped.
21	12/30/2019	$1,910,880	$11,185,040	Phase 2 Contract Amendment No. 12 - Sandy 10200 S Ped.
22	12/20/2019	$11,638	$11,196,678	Various Scope Modifications for PCOs 35, 40, 43, 44, and 45
23	1/17/2020	$6,553	$11,203,231	Various Scope Modifications (PCO's 33, 46, 48-49) and
24	3/20/2020	$52,615	$11,255,846	Various Scope Modifications (PCO's 52-57) and Project Time
25	4/17/2020	$11,766	$11,267,612	Phase 1 potholing for Lehi ped bridge
26	5/15/2020	($158,390)	$11,109,222	Various Scope Modifications for PCOs 58-60
27	5/15/2020	$4,113,281	$15,222,503	Phase 2 Contract Amendment No. 13 - Lehi Overhead
28	5/15/2020	$483,366	$15,705,869	Phase 2 Contract Amendment No. 14 - Millcreek Sidewalk
29	6/19/2020	$134,757	$15,840,626	PCO-063-065 - Sandy Multi-Use Trail and Lehi Phase I
30	8/21/2020	$186,044	$16,026,670	Phase II Amendment for Sidewalk and Ped. Crossing at Old
31	8/21/2020	$81,487	$16,108,157	Various Scope Modifications for PCOs 67 - 73

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UTA

Change Order Summary Worksheet

Previously Authorized Changes

Contract 18-2398TP GRA

Change Order No	Date	Amount of CO	Running Contract Total	Subject
Original Contract			$297,390	
32	9/18/2020	$9,857	$16,118,014	Various Scope Modifications for PCOs 75-77
33	10/16/2020	$58,040	$16,176,054	Various Scope Modifications for PCOs 74 and 78
34	11/20/2020	$21,501	$16,197,555	Various Scope Modifications for PCOs 79-81
35	12/18/2020	$0	$16,197,555	WEJ_RRX_2 No Cost Time Extension
36	1/15/2021	$4,484	$16,202,039	Additional Traffic Control and Project Time Extension
37	2/19/2021	$10,248	$16,212,287	WVC_BKL_5 Potholing for WVC Bike Lanes
38	3/19/2021	$968,399	$17,180,686	Phase 2 Contract Amendment No. 16 - Lehi Pedestrian Bridge
39	3/19/2021	$92,510	$17,273,196	Various Scope Modifications for PCO-086-88
40	3/19/2021	$2,746,708	$20,019,904	Phase 2 Contract Amendment No. 17 - Folsom Trail
41	4/16/2021	$6,732	$20,026,636	LEH_OP_1 Abutment 1 Cold Weather Protection
42	5/21/2021	$2,947,409	$22,974,045	Phase 2 Contract Amendment No. 18 - West Valley Bike
43	5/21/2021	$37,483	$23,011,528	Various Scope Modifications for PCO-093-095
44	6/18/2021	$1,997	$23,013,525	Environmental Soil Sampling
45	7/16/2021	($26,891)	$22,986,634	LEH_OP_1 Deductive change order to switch trail from
46	8/20/2021	$3,975	$22,990,609	Various Scope Modifications for PCO-100-101
47	8/20/2021	$5,363,756	$28,354,365	Phase 2 Contract Amendment No. 19 - SLC 300 N Ped
48	9/17/2021	$33,924	$28,388,289	Various Scope Modifications for PCO-103-106
49	10/15/2021	($77,624)	$28,310,665	Various Scope Modifications for PCO-107-108
50	11/19/2021	$111,311	$28,421,976	Various Scope Modifications for PCO-109-111, 113-120
51	12/20/2021	$4,074,356	$32,496,332	Phase 2 Contract Amendment No. 20 - Provo Ped Bridge
52	12/17/2021	$152,400	$32,648,732	Various Scope Modifications for PCO-121, 123-127
53	1/21/2022	$177,274	$32,826,006	Various Scope Modifications for PCO-128-129, 132
54	2/18/2022	$71,153	$32,897,159	Various Scope Modifications for PCO 134, 137-141 and
55	2/18/2022	$150,485	$33,047,644	Various Scope Modifications for PCO's 135, 141, and 143
56	2/18/2022	$173,277	$33,220,921	Various Scope Modifications for PCO 133-134
57	2/18/2022	$21,492	$33,242,413	PRO_OP_1 Added PI scope
58	2/18/2022	$28,613	$33,271,026	SLC_MUP_1 Revised benches and trash receptacles
59	2/23/2022	$1,273,832	$34,544,858	SLC_OP_1 Phase 2 Contract Amendment No. 21 - Schedule
60	5/20/2022	$13,799	$34,558,657	Various Scope Modifications for PCO-136,142
61	5/20/2022	$11,568	$34,570,225	SLC_OP_1 West Water Connection
62	5/20/2022	$0	$34,570,225	WVC BKL 5 No Cost Time Extension #2

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Change Order Summary Worksheet

Previously Authorized Changes

Contract	18-2398TP GRA

Change Order No	Date	Amount of CO	Running Contract Total	Subject
Original Contract			$297,390	
63	8/4/2022	$47,555	$34,617,780	Various Scope Modifications for SLC_MUP_1 PCO 117, 125,
64	7/21/2022	$8,907	$34,626,687	SLC_OP_1 East Water Connection
65	8/19/2022	$49,568	$34,676,255	SLC OP 1 Various Scope Modifications PCO 148,155
66	8/19/2022	$12,442	$34,688,697	SLC_MUP_1 ADA Ramps Bird Baths
67	8/19/2022	$413,048	$35,101,745	UTA_ BKP_BSI Phase 2 Contract Amendment No. 22 - UTA
68	9/19/2022	$191,288	$35,293,033	WVC_BKL_5_Various_Scope_Modifications_PCO_131,137
69	9/16/2022	$25,866	$35,318,899	PRO_OP_1_Various_Scope_Modifications_PCO_159,161
71	11/3/2022	$96,386	$35,415,285	PRO_OP_1 Utility Relocations
72	9/16/2022	$9,085	$35,424,370	SLC_OP_1_RFI 117 & 119 Response Work
73	1/11/2023	$318,069	$35,742,439	SLC OP 1 Elev Structure Paint & Steel Mod (PART A)
Total to Date		$ $35,445,049		

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PROJECT: Provo; Pedestrian Overpass Structure
PROJECT ID: PRO_OP_1
MILESTONE: RFC PLAN SET Addendum 4/5

Item #	Item	AGREED	Units	REV6 11.17.22 GRANITE Unit Cost	GRANITE Total Cost	ICE			Referenced Drawing / Specification	Standard Reference - Notes	
A-1	Mobilization	1	LS	$ 569,311.79	$ 569,311.79	$ 412,853.34	$ 412,853.34	38%	-	• Coordinate / verify specifications and approvals with City Department Representatives, coordinate list of Department representatives with Provo City Project Representative • Must obtain approvals from City Departments on ALL submittals •Pre-construction video required •Includes utility test holes	
A-2	Traffic Control	1	LS	$ 109,463.48	$ 109,463.48	$ 298,334.02	$ 298,334.02	-63%	Provo City Specification 01 55 26M	14 day full closure 600 S to splice an set bridge 7 day closure for paving	Sub
A-3	Survey	1	LS	$ 42,296.71	$ 42,296.71	$ 43,883.19	$ 43,883.19	-4%	APWA Specification 01 71 23 / UDOT Section 01721	Includes time for gas service and Provo power staking. Apwa 01721 1.5 a SUBMITTALS MUST BE SIGNED AND SEALED BY A PROFFESIONAL LAND SURVEYOR LICENSED IN THE STATE OF UTAH	Part Sub
A-4	QA / QC	1	LS	$ 76,793.58	$ 76,793.58	$ 58,223.46	$ 58,223.46	32%	-		Sub
A-5	Public Information	1	LS	$ 23,970.44	$ 23,970.44	$ 6,800.00	$ 6,800.00	253%	APWA Specification 01 31 13		Sub
A-6	Dust Control and Watering	1	LS	$ 4,120.99	$ 4,120.99	$ 5,182.22	$ 5,182.22	-20%	APWA Specification 01 57 00		
A-7	Erosion Control	1	LS	$ 31,248.10	$ 31,248.10	$ 16,886.52	$ 16,886.52	85%	UDOT Section 01571		
A-8	Railroad Costs	1	LS	$ 40,476.47	$ 40,476.47	$ 31,004.67	$ 31,004.67	31%	Special Provision Section 01601	•Permits •Training •Liability Insurance	
	Railroad Flagging - UTA	1	LS	$ 20,632.75	$ 20,632.75	$ 1.00	$ 1.00	2063175%		RRPU COST. ASSUME UTA PAYS FOR FLAGGING DAYS.	
A-9	Railroad Flagging - UPRR	62	DY	$ 1,726.46	$ 115,673.00	$ 2,143.12	$ 139,302.80	-17%	Special Provision Section 01601		
			SCHEDULE A SUBTOTAL		$ 1,033,987.31		$ 1,012,471.22				
B-1	Roadway Excavation	244	CY	$ 55.75	$ 13,604.06	$ 96.18	$ 23,467.92	-42%	UDOT Section 02316		
B-2	Untreated Base Course	125	CY	$ 173.34	$ 20,973.64	$ 153.18	$ 19,147.50	10%			
B-3	Granular Borrow	123	CY	$ 132.49	$ 16,030.94	$ 128.43	$ 15,796.89	1%			
B-4	Borrow	51	CY	$ 110.78	$ 5,649.81	$ 62.33	$ 3,178.83	78%			
B-5	Pavement Cutting	514	LF	$ 4.23	$ 2,174.60	$ 3.85	$ 1,978.90	10%	APWA Specification 02 41 14		Sub
B-6	Concrete Flatwork 6 Inch Thick	1,600	SF	$ 9.40	$ 15,046.68	$ 16.80	$ 28,476.00	-47%	APWA Specification 03 30 04 / UDOT Section 02776	•Includes 6" UTBC	
B-7	Concrete Sidewalk 4 Inch Thick	66	SF	$ 9.40	$ 620.68	$ 13.86	$ 914.76	-32%	APWA Specification 32 16 13 / APWA Plan 231	•Includes 6" UTBC	
B-8	Concrete Pad	28	SF	$ 9.40	$ 263.33	$ 21.83	$ 611.24	-57%		6" concrete	
B-9	Bituminous Concrete Pavement Tie-In APWA Plan 251	173	SY	$ 66.28	$ 11,467.19	$ 136.83	$ 23,671.59	-52%	Provo City Specification 32 12 05M / APWA Plan 251	•Includes 6" HMA, 8" UTBC, 12" Granular Borrow •Assumed HMA density = 152 lb/cuft •Approx. 4' sawcut from proposed EOP - See SP series	
B-10	Asphalt Concrete T-Patch	113	SY	$ 173.65	$ 19,622.95	$ 106.92	$ 12,081.96	62%	Provo City Specification 32 12 05M / APWA Plan 255	•Includes 6" HMA, 8" UTBC, 12" Granular Borrow •Assumed HMA density = 152 lb/cuft	
B-11	Pedestrian Access Ramp APWA Plan 236.1	2	EA	$ 4,252.64	$ 8,505.27	$ 6,828.00	$ 13,656.00	-38%	APWA Certification 32 16 14 /APWA Plan 236	•Includes 6" Concrete, 6" UTBC	
B-12	Concrete Curb and Gutter Type A, APWA Plan 205	400	LF	$ 46.66	$ 18,663.84	$ 43.12	$ 17,248.00	8%	APWA Specification 32 16 13 / APWA Plan 205	•Includes 6" UTBC •Includes 8" Granular Borrow	
B-13	Detectable Warning Surface	3	EA	$ 637.78	$ 1,913.35	$ 918.43	$ 2,755.29	-31%	APWA Specification 32 16 14 / APWA Plan 238	2 ft x 5 ft	
B-14	42 Inch Fence - Black Vinyl Coated	332	LF	$ 55.04	$ 18,273.28	$ 64.18	$ 21,307.76	-14%	APWA Section 32 31 13		Sub
B-15	Concrete Ditch	200	SF	$ 9.40	$ 1,880.84	$ 109.18	$ 21,836.00	-91%			
B-16	Re-Spread Rock Mulch	6700	SF	$ 0.52	$ 3,465.44	$ 1.06	$ 7,102.00	-51%			
			SCHEDULE B SUBTOTAL		$ 158,155.90		$ 213,230.64				
C-1	Sign 12 Inch X 18 Inch	5	EA	$ 163.02	$ 815.11	$ -	$ -		APWA Certification 32 01 05		Sub
C-2	Sign 18 Inch X 18 Inch	1	EA	$ 96.53	$ 96.53	$ -	$ -		APWA Certification 32 01 05		Sub
C-3	Sign 24 Inch X 12 Inch	4	EA	$ 139.43	$ 557.70	$ -	$ -		APWA Certification 32 01 05		Sub
C-4	Sign 30 Inch X 30 Inch	4	EA	$ 298.60	$ 1,194.41	$ -	$ -		APWA Certification 32 01 05		Sub
C-5	Sign Post	10	EA	$ 294.00	$ 2,940.00	$ -	$ -		APWA Certification 32 01 05		Sub
C-6	Slipbase Sign Base	10	EA	$ 1,290.00	$ 12,900.00	$ -	$ -		APWA Certification 32 01 05		Sub
C-7	Pavement Marking Paint - White	5	GAL	$ 600.00	$ 3,000.00	$ 883.40	$ 4,417.00	-32%	APWA Certification 32 17 23	•Includes second application	Sub
C-8	Pavement Marking Paint - Yellow	2	GAL	$ 600.00	$ 1,200.00	$ 718.46	$ 1,436.92	-16%		•Includes second application	Sub
			SCHEDULE C SUBTOTAL		$ 22,703.75		$ 5,853.92				
D-1	1" Water Service Connection	1	LS	$ 16,570.94	$ 16,570.94	$ 16,883.49	$ 16,883.49	-2%	Provo Plan P-521	•UW-01 •See UT-03 •Includes trenching, conduit, and backfilling •Includes pipe, connections, and water meter	
D-2	Sewer Lateral Connection	1	LS	$ 18,304.72	$ 18,304.72	$ 26,806.37	$ 26,806.37	-32%	Provo Plan P-431	•UW-02 •See UT-03 •Includes trenching, 4" PVC, cleanout plugs, connections, and backfilling •L=130 ft	
D-3	Gas Service Line	1	LS								
D-5	Pre-Cast Curb Face and Inlet Box	4	EA								
			SCHEDULE C SUBTOTAL		$ 34,875.66		$ 43,689.86				
E-1	Pre-Cast Curb Face and Inlet Box	3	EA	$ 10,211.54	$ 30,634.62	$ 6,308.12	$ 18,924.36	62%	Provo Plan P-315a	•Includes grate and frame •4 FT Wide - 3 FT to 5 FT Deep	
E-2	Precast Drainage Box	1	EA	$ 9,595.74	$ 9,595.74	$ 12,802.33	$ 12,802.33	-25%	APWA Plan 332	•Includes grate and frame •4 FT Wide - 3 FT to 5 FT Deep	
E-3	Curb and Gutter - Drop Inlet and Sump	2	EA	$ 17,981.26	$ 35,962.52	$ 7,953.12	$ 15,906.24	126%	Provo Plan P-375	-	
E-4	DIVERSION BOX	2	EA	$ 3,414.98	$ 6,829.96	$ 6,488.78	$ 12,977.56	-47%	UDOT STD DWG DB 1	2x2 diversion box	
E-5	Drainage Pipe - 15 Inch, Reinforced Concrete Pipe, Leak-Resistant	125	LF	$ 192.73	$ 24,091.59	$ 198.43	$ 24,803.75	-3%	UDOT Section 02610		
E-6	Drainage Pipe - 12 Inch, Reinforced Concrete Pipe, Leak-Resistant	51	LF	$ 198.08	$ 10,101.92	$ 221.83	$ 11,313.33	-11%	UDOT Section 02610		
E-7	Drainage Pipe - 8 Inch, PVC Pipe, Leak-Resistant	30	LF	$ 182.90	$ 5,487.00	$ 167.43	$ 5,022.90	9%	UDOT Section 02610		
E-8	Drainage Pipe - 4 Inch, PVC Pipe, Leak-Resistant	11	LF	$ 333.91	$ 3,672.96	$ 103.11	$ 14,538.51	-75%	UDOT Section 02610		
			SCHEDULE E SUBTOTAL		$ 126,376.31		$ 116,288.98				
F-1	Remove Asphalt Pavement	3277	SF	$ 2.23	$ 7,306.38	$ 4.37	$ 14,320.49	-49%	APWA Specification 02 41 14		
F-2	Remove Curb and Gutter	24	LF	$ 19.67	$ 472.04	$ 21.23	$ 509.52	-7%	APWA Specification 02 41 14		
F-3	Remove Concrete Sidewalk	75	SF	$ 12.43	$ 932.11	$ 34.83	$ 2,612.25	-64%	APWA Specification 02 41 14		
F-4	Remove Sign Less Than 20 Square Feet	1	EA	$ 290.00	$ 290.00	$ -	$ -		APWA Specification 32 01 10	•Salvage to the City	
F-5	Remove Pavement Marking	8	LF	$ 438.00	$ 3,504.00	$ -	$ -				
F-6	Clear and Grub	6700	SF	$ 0.84	$ 5,657.68	$ 8,902.45	$ 8,902.45				
			SCHEDULE F SUBTOTAL		$ 18,162.41		$ 26,344.71				
G-1	Structural Excavation - Bridge Footings	182	CY	$ 86.20	$ 15,688.27	$ 221.83	$ 40,373.06	-61%			
G-2	Structural Excavation - Elevator Shaft	249	CY	$ 123.91	$ 30,854.63	$ 213.43	$ 53,144.07	-42%			
G-3	Structural Excavation - Stair Footings	337	CY	$ 74.89	$ 25,238.12	$ 217.09	$ 73,159.33	-66%			
G-4	Structural Excavation - Wall Footing	75		$ 128.74	$ 9,655.51	$ 303.13	$ 22,734.75	-58%			
G-5	Granular Borrow	182	CY	$ 157.32	$ 28,633.12	$ 84.18	$ 15,320.76	87%	UDOT Section 02056	•Includes structural fill under stairway spot footings (Refer to Geotech Report pp 16) and 6" under pileceaps and elev shaft footing	
G-6	Driven Pipe Pile - 12 Inch	3268	LF	$ 204.26	$ 667,512.92	$ 223.43	$ 730,169.24	-9%	UDOT Section 02455	•Includes Elevator Shaft Driven Piles •12.75" Diameter with 0.5" wall thickness •Concrete (3.8 cu yd per pile) and rebar (400 lb per pile) is incidental •PDA testing is incidental •Crane and pile driving equipment is included in mobilization , Granite Support	Sub
G-7	Prefabricated Box Truss Superstructure	1	EA	$ 538,418.00	$ 538,418.00	$ 726,883.66	$ 726,883.66	-26%	UDOT Section 05125M	•Includes truss members, curb plates, rub rails, wire mesh fencing, roof framing, and utility connections. •Includes steel stay-in-place decking. Does not include roofing materials.	
G-8	Bridge Erection	1	LS	$ 182,000.00	$ 182,000.00	$ 383,393.09	$ 383,393.09	-53%	UDOT Section 05125M		Sub
G-9	Reinforcing Steel - Coated - Masonry	10,633	LB	$ 3.38	$ 35,935.00	$ 4.83	$ 51,357.39	-30%	UDOT Section 03211	•Masonry and structural concrete •Does not include driven pile rebar	Sub
G-10	Reinforcing Steel - Coated - Structural Concrete	104,740	LB	$ 1.78	$ 186,071.00	$ 5.12	$ 536,268.80	-65%			Sub
G-11	Reinforcing Steel - Coated - Elevator Shaft Footing	10,398	LB	$ 1.52	$ 15,844.90	$ 3.87	$ 40,240.26	-61%	UDOT Section 03211	•Does not include driven pile rebar	Sub
G-12	Reinforcing Steel - Coated - Stairs	13,650	LB	$ 1.86	$ 25,430.00	$ 6.46	$ 88,179.00	-71%			Sub
G-13	Structural Steel	69,179	LB	$ 12.26	$ 899,983.03	$ 4.86	$ 336,209.94	168%	UDOT Section 05120M	•Includes stairway stringers and columns for roof Furnish & install •Includes all roof framing members - Furnish & install •Includes all steel stay-in-place decking, Stairs, landings - Furnish & install •Includes all steel roof decking and roof materials for bridge, landings & stairs - Furnish & install	Sub
G-14	Handrail	284	LF	$ 343.90	$ 97,666.89	$ 443.84	$ 126,050.56	-23%		Furnish & Install	Sub
G-15	Wire Mesh Fencing - Landings 6'	52	LF	$ 235.84	$ 12,263.52	$ 138.13	$ 7,182.76	71%		Furnish & Install	Sub
G-16	Wire Mesh Fencing - Stairs 3'	284	LF	$ 115.96	$ 32,933.49	$ 63.12	$ 17,926.08	84%		Furnish & Install	Sub
G-17	Structural Concrete	408	CY	$ 1,269.11	$ 496,256.54	$ 223.43	$ 91,159.44	444%	UDOT Section 03310	•Includes foundations, columns, caps, and deck •Includes rigid foam insulation, Cold weather protection	
G-18	Structural Concrete - Stairways	114	CY	$ 3,354.74	$ 355,425.36	$ 267.12	$ 30,451.68	1067%		cast aluminum nosings, and runnels	
G-19	Elastomeric Bearing	4	EA	$ 5,489.52	$ 21,958.06	$ 226.64	$ 906.56	2322%	UDOT Section 05822	•Includes elastomeric pad and tapered sole plate	
G-20	Compression Joint Seal	24	LF	$ 401.24	$ 9,629.84	$ 209.93	$ 5,038.32	91%	UDOT Section 05831	•Between box truss and abutment •Includes cover plate and concrete anchors	
G-21	Expansion Joint - ADA Compliant	10	LF	$ 209.30	$ 2,093.00	$ 309.22	$ 3,092.20	-32%	UDOT Section 05832	•Between abutment cap and elevator shaft •Includes cover plate and concrete anchors	
G-22	Anti-Graffiti Concrete Sealer	1	LS	$ 37,553.00	$ 37,553.00	$ 16,083.57	$ 16,083.57	133%	UDOT Section 09981	•Cost for concrete surface treatments (Bridge and Elevator Tower)	Sub
G-23	Doors & Hardware	1	LS	$ 57,592.00	$ 57,592.00	$ 64,818.03	$ 64,818.03	-11%			Sub
G-24	Painting	1	LS	$ 38,790.00	$ 38,790.00	$ 73,803.12	$ 73,803.12	-47%			Sub
G-25	Plumbing	1	LS	$ 55,068.00	$ 55,068.00	$ 64,318.87	$ 64,318.87	-14%		Includes roof drains and downspouts, condensation piping, gas piping and piping for drains	Sub

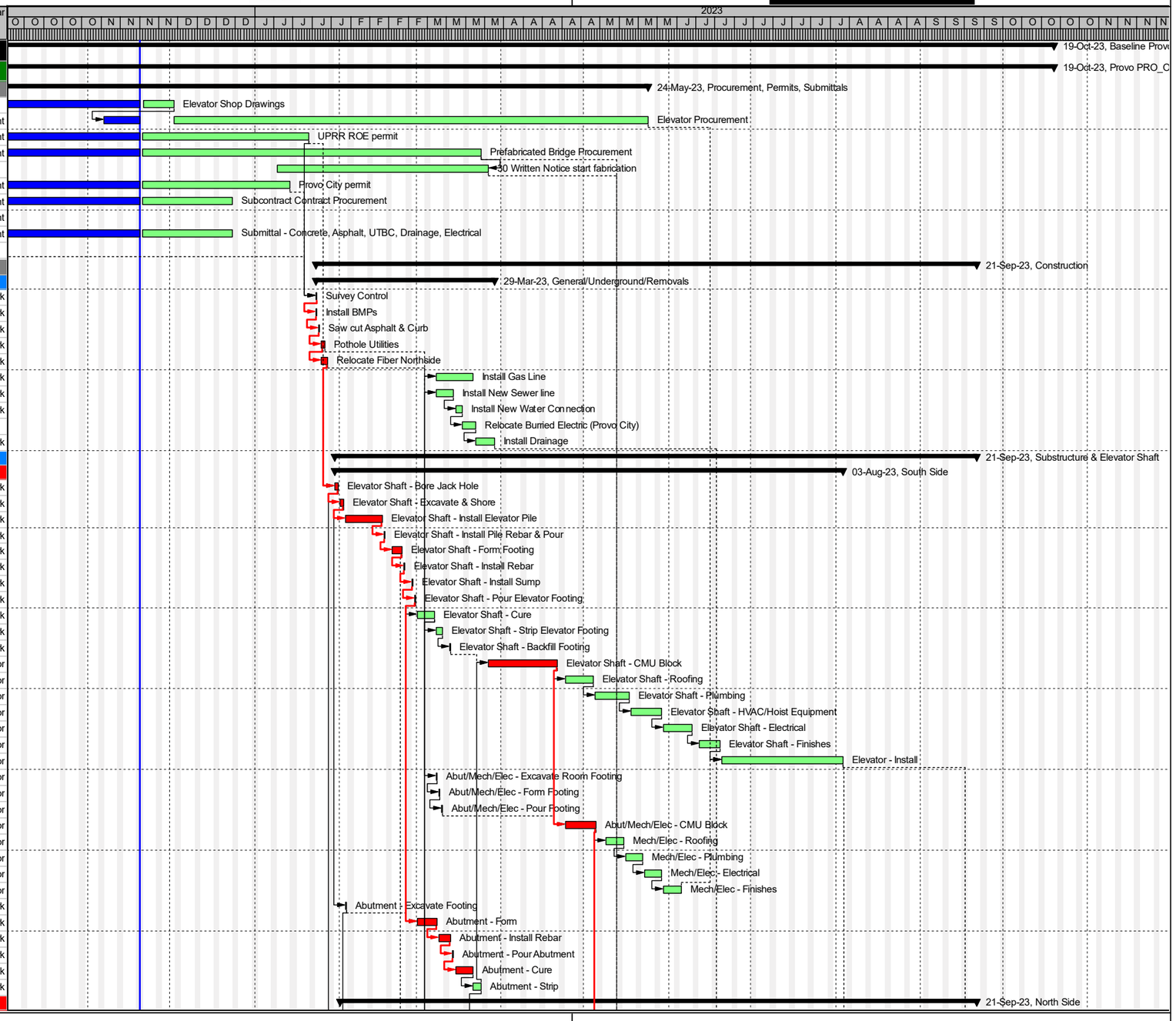
G-26	HVAC System - Elevator shaft & Cars	1	LS	$ 90,220.00	$ 90,220.00	$ 92,714.58	$ 92,714.58	-3%		mini-split systems, t-stats, exhaust fans, supply fan, unit heater, and boiler exhaust ducting.	Sub
G-27	Sump Pump	1	LS	$ 13,668.00	$ 13,668.00	$ 14,080.70	$ 14,080.70	-3%		•Includes primary and secondary pump •Includes plumbing and connection to storm drain system	Sub
G-28	Masonry - Elevator Shaft	5024	SF	$ 45.76	$ 229,922.00	$ 39.43	$ 198,096.32	16%	APWA Specification 04 05 16	•Includes excavation; Class AA(AE) cement mix,	Sub
G-29	Masonry Curtain Walls	3618	SF	$ 57.25	$ 207,147.00	$ 17.64	$ 63,821.52	225%	APWA Specification 04 05 16	•Includes masonry walls above bridge foundations that provide for the machine, electrical, and boiler rooms, sheet rock & paint	Sub
G-30	Roofing - Elevator Shaft	351	SF	$ 275.54	$ 96,713.00	$ 143.84	$ 50,487.84	92%	APWA Specification 05 12 00	•Steel roofing	Sub
G-31	Wall Expansion Joint	120	LF	$ 107.58	$ 12,909.00	$ 110.56	$ 13,267.20	-3%	UDOT Section 05832	•Between abutment masonry and elevator shaft masonry •Assume EMSeal	Sub
G-32	Electrical	1	LS	$ 595,371.34	$ 595,371.34	$ 6,841.00	$ 6,841.00	8603%	APWA Specification 26 05 00	Includes elevator, mechanical, electrical room, stairway lighting & bridge lighting. Also service to Elevator shaft and boiler room	Sub
	Electrical Current Specs					$ 623,077.07	$ 623,077.07	-100%			
G-33	Snow Melt System - Hydronic	1	LS	$ 304,875.00	$ 304,875.00	$ 353,411.12	$ 353,411.12	-14%			Sub
G-34	Elevator System	1	LS	$ 404,223.46	$ 404,223.46	$ 383,212.96	$ 383,212.96	5%	Thyssen-Krupp	•Does not include elevator shaft •Thyssen-Krupp standard size elevator •Includes installation of elevator HVAC, Jackhole & elevator cars system	Sub
G-35	Cold Weather Protection	1	LS	$ 80,897.69	$ 80,897.69	$ 216,682.33	$ 216,682.33	-63%		includes blankets, heaters, installation, maintenance & removals	
			SCHEDULE G SUBTOTAL		$ 5,914,440.69		$ 5,613,957.18				
			SUBTOTAL		$ 7,308,702.03		$ 7,031,836.51				
			INDIRECTS		$ 697,065.00		$ 716,408.33				
			MARKUP (8%)		$ 640,461.36		$ 894,316.05				
			TOTAL		$ 8,646,228.39		$ 8,642,560.89				
	Early Work Package Amount										
Early Package Change Order 145	Relocate Buried Electric/Electric Connection, Relocate Buried Fiber Optic, Loop Buried Fiber Optic	1	LS	$ 96,386.42	$ 96,386.42				Provo Power	•UW-06 •See UT-06 •Includes trenching, conduit, and backfilling •Includes all costs associated with Provo Power coordination •Provo Power responsible for pulling line, connections, and transformer UW-04 •See UT-03 •Owners responsible for all relocation work •Potential owners: Zayo, Verizon, AT&T, Centracom, AF City Fiber •UW-04 •See UT-03 •Owners responsible for all relocation work •Potential owners: Zayo, Verizon, AT&T, Centracom, AF City Fiber •UW-07 •See UT-06 •Includes trenching and backfilling •Includes all costs associated with fiber owner coordination •Fiber owners responsible for conduit, pulling line, and connections	
Early Package Change Order 146	Relocate UTA Fiber	1	LS	$ 43,740.00	$ 43,740.00				Various Owners		
Early Package Change Order 147	Bore Conduit	1	LS	$ 13,401.05	$ 13,401.05				Lumen		
			CHANGE ORDER SUBTOTAL		$ 153,527.47						
	WORK PERFORMED & MATERIAL ORDERED Previously Paid by UTA - Credit										
	Amount Billed to UTA	1	LS		$ (967,684.92)		$ (967,684.92)				
					$ 7,678,543.47		**$ 7,674,875.97**				
	Provo City Permits	1	LS		$ 100,000.00						
	2022 Spec Contingency (5%)	1	LS								
	Change Order Contingency (10%)	1	LS							•For construction	

Baseline Provo Rev5 11/21/22 FIRST MILE LAST MILE

UTA

GRANITE

Activity ID	Activity Name	OD	Start	Finish	Calendar
Baseline Provo Rev5 11/21/22		478	20-Dec-21 A	19-Oct-23	
Provo PRO_OP_1		478	20-Dec-21 A	19-Oct-23	
Procurement, Permits, Submittals		434	20-Dec-21 A	24-May-23	
SM5002	Elevator Shop Drawings	45	24-Jan-22 A	02-Dec-22	Standard 5 Day
SM5005	Elevator Procurement	185	07-Nov-22 A	24-May-23	Procurement
SM5010	UPRR ROE permit	75	06-Jan-22 A	20-Jan-23	Procurement
SM5020	Prefabricated Bridge Procurement	130	20-Dec-21 A	24-Mar-23	Procurement
SM5025	30 Written Notice start fabrication	55	09-Jan-23	27-Mar-23	Standard 5 Day
SM5030	Provo City permit	30	06-Jan-22 A	13-Jan-23	Procurement
SM5040	Subcontract Contract Procurement	30	06-Jan-22 A	23-Dec-22	Procurement
SM5050	Submittal - Traffic Control Plan	30	06-Jan-22 A	16-May-22	Procurement
SM5060	Submittal - Concrete, Asphalt, UTBC, Drainage, Electrical	30	06-Jan-22 A	23-Dec-22	Procurement
SM5070	Sumbittal - Site Specific Envimonmental & Safet Plan	20	01-Mar-22 A	29-Apr-22 A	Standard 5 Day
Construction		174	23-Jan-23	21-Sep-23	
General/Underground/Removals		48	23-Jan-23	29-Mar-23	
GG600	Survey Control	1	23-Jan-23	23-Jan-23	5 Day Work
GG605	Install BMPs	1	23-Jan-23	23-Jan-23	5 Day Work
GG610	Saw cut Asphalt & Curb	1	24-Jan-23	24-Jan-23	5 Day Work
GG620	Pothole Utilities	2	25-Jan-23	26-Jan-23	5 Day Work
GG640	Relocate Fiber Northside	3	25-Jan-23	27-Jan-23	5 Day Work
GG650	Install Gas Line	10	08-Mar-23	21-Mar-23	5 Day Work
GG670	Install New Sewer line	5	08-Mar-23	14-Mar-23	5 Day Work
GG680	Install New Water Connection	3	15-Mar-23	17-Mar-23	5 Day Work
GG685	Relocate Burried Electric (Provo City)	3	17-Mar-23	22-Mar-23	Standard 5 Day
GG690	Install Drainage	5	22-Mar-23	29-Mar-23	5 Day Work
Substructure & Elevator Shaft		169	30-Jan-23	21-Sep-23	
South Side		134	30-Jan-23	03-Aug-23	
NS100	Elevator Shaft - Bore Jack Hole	2	30-Jan-23	31-Jan-23	5 Day Work
NS110	Elevator Shaft - Excavate & Shore	2	01-Feb-23	02-Feb-23	5 Day Work
NS120	Elevator Shaft - Install Elevator Pile	10	03-Feb-23	16-Feb-23	5 Day Work
NS130	Elevator Shaft - Install Pile Rebar & Pour	1	17-Feb-23	17-Feb-23	5 Day Work
NS140	Elevator Shaft - Form Footing	4	20-Feb-23	23-Feb-23	5 Day Work
NS150	Elevator Shaft - Install Rebar	1	24-Feb-23	24-Feb-23	5 Day Work
NS160	Elevator Shaft - Install Sump	1	27-Feb-23	27-Feb-23	5 Day Work
NS170	Elevator Shaft - Pour Elevator Footing	1	28-Feb-23	28-Feb-23	5 Day Work
NS180	Elevator Shaft - Cure	7	01-Mar-23	07-Mar-23	7 Day Work week
NS190	Elevator Shaft - Strip Elevator Footing	3	08-Mar-23	10-Mar-23	5 Day Work
NS200	Elevator Shaft - Backfill Footing	1	13-Mar-23	13-Mar-23	5 Day Work
NS210	Elevator Shaft - CMU Block	20	27-Mar-23	21-Apr-23	Elevator
NS220	Elevator Shaft - Roofing	9	24-Apr-23	04-May-23	Elevator
NS230	Elevator Shaft - Plumbing	8	05-May-23	17-May-23	Elevator
NS240	Elevator Shaft - HVAC/Hoist Equipment	8	18-May-23	29-May-23	Elevator
NS250	Elevator Shaft - Electrical	9	30-May-23	09-Jun-23	Elevator
NS260	Elevator Shaft - Finishes	6	12-Jun-23	19-Jun-23	Elevator
NS270	Elevator - Install	30	20-Jun-23	03-Aug-23	Elevator
NS290	Abut/Mech/Elec - Excavate Room Footing	1	08-Mar-23	08-Mar-23	Elevator
NS300	Abut/Mech/Elec - Form Footing	1	09-Mar-23	09-Mar-23	Elevator
NS310	Abut/Mech/Elec - Pour Footing	1	10-Mar-23	10-Mar-23	Elevator
NS320	Abut/Mech/Elec - CMU Block	10	24-Apr-23	05-May-23	Elevator
NS325	Mech/Elec - Roofing	5	09-May-23	15-May-23	Elevator
NS340	Mech/Elec - Plumbing	5	16-May-23	22-May-23	Elevator
NS350	Mech/Elec - Electrical	5	23-May-23	29-May-23	Elevator
NS360	Mech/Elec - Finishes	5	30-May-23	05-Jun-23	Elevator
NS370	Abutment - Excavate Footing	1	03-Feb-23	03-Feb-23	5 Day Work
NS400	Abutment - Form	6	01-Mar-23	08-Mar-23	5 Day Work
NS410	Abutment - Install Rebar	3	09-Mar-23	13-Mar-23	5 Day Work
NS420	Abutment - Pour Abutment	1	14-Mar-23	14-Mar-23	5 Day Work
NS430	Abutment - Cure	7	15-Mar-23	21-Mar-23	7 Day Work week
NS440	Abutment - Strip	3	21-Mar-23	24-Mar-23	5 Day Work
North Side		167	01-Feb-23	21-Sep-23	



Remaining Level of Effort | Remaining Work | Milestone

Actual Work | Critical Remaining Work | Summary

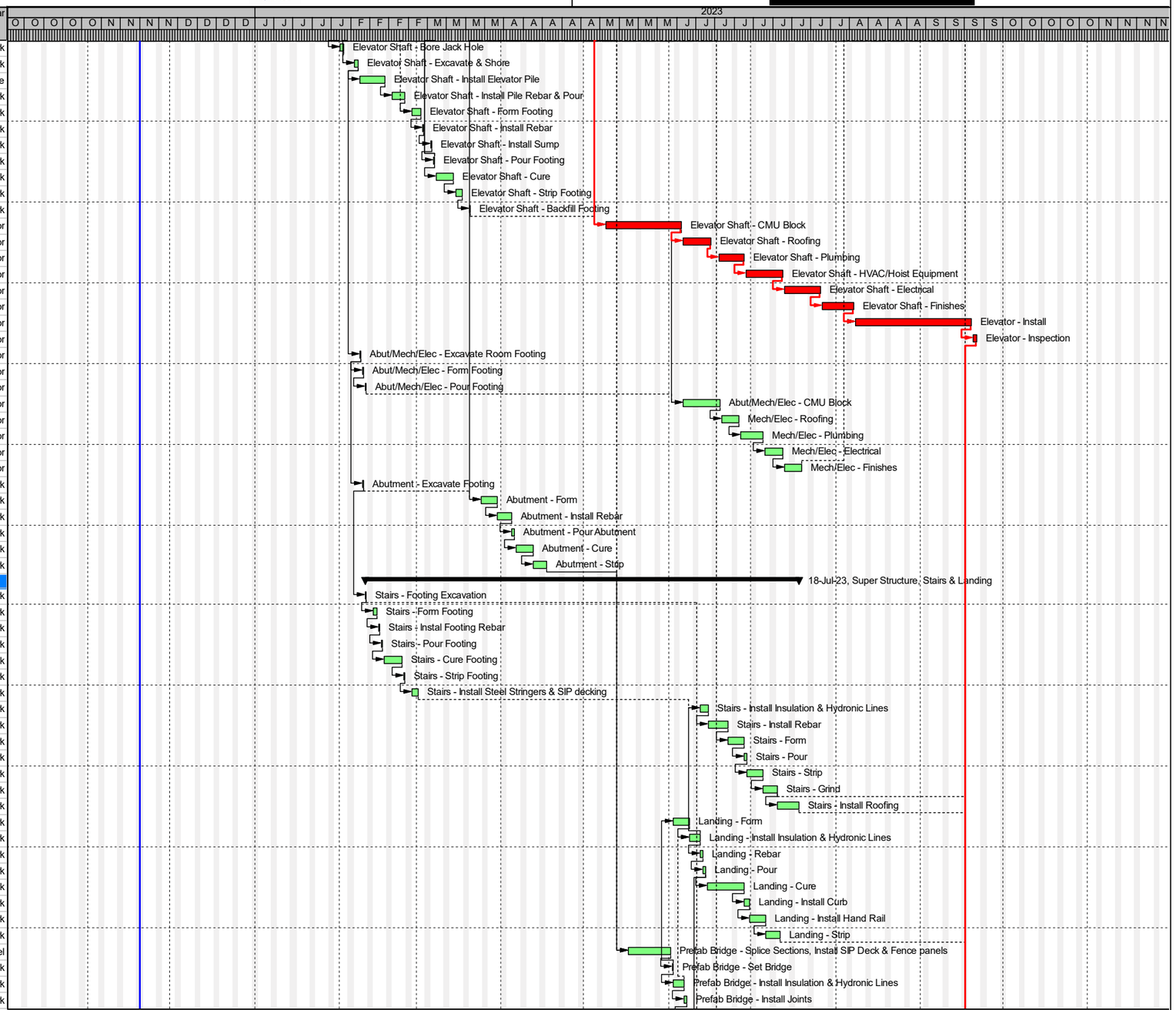
TASK filter: All Activities

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Baseline Provo Rev5 11/21/22 FIRST MILE LAST MILE

Activity ID	Activity Name	OD	Start	Finish	Calendar
SS1420	Elevator Shaft - Bore Jack Hole	2	01-Feb-23	02-Feb-23	5 Day Work
SS1430	Elevator Shaft - Excavate & Shore	2	06-Feb-23	07-Feb-23	5 Day Work
SS1440	Elevator Shaft - Install Elevator Pile	10	08-Feb-23	17-Feb-23	Elevator Pile
SS1450	Elevator Shaft - Install Pile Rebar & Pour	5	20-Feb-23	24-Feb-23	5 Day Work
SS1460	Elevator Shaft - Form Footing	4	27-Feb-23	02-Mar-23	5 Day Work
SS1470	Elevator Shaft - Install Rebar	1	03-Mar-23	03-Mar-23	5 Day Work
SS1480	Elevator Shaft - Install Sump	1	06-Mar-23	06-Mar-23	5 Day Work
SS1490	Elevator Shaft - Pour Footing	1	07-Mar-23	07-Mar-23	5 Day Work
SS1500	Elevator Shaft - Cure	7	08-Mar-23	14-Mar-23	7 Day Work week
SS1510	Elevator Shaft - Strip Footing	3	15-Mar-23	17-Mar-23	5 Day Work
SS1520	Elevator Shaft - Backfill Footing	1	20-Mar-23	20-Mar-23	5 Day Work
SS1530	Elevator Shaft - CMU Block	20	09-May-23	05-Jun-23	Elevator
SS1540	Elevator Shaft - Roofing	9	06-Jun-23	16-Jun-23	Elevator
SS1550	Elevator Shaft - Plumbing	8	19-Jun-23	28-Jun-23	Elevator
SS1560	Elevator Shaft - HVAC/Hoist Equipment	8	29-Jun-23	12-Jul-23	Elevator
SS1570	Elevator Shaft - Electrical	9	13-Jul-23	26-Jul-23	Elevator
SS1580	Elevator Shaft - Finishes	8	27-Jul-23	07-Aug-23	Elevator
SS1590	Elevator - Install	30	08-Aug-23	19-Sep-23	Elevator
SS1600	Elevator - Inspection	2	20-Sep-23	21-Sep-23	Elevator
SS1610	Abut/Mech/Elec - Excavate Room Footing	1	08-Feb-23	08-Feb-23	Elevator
SS1620	Abut/Mech/Elec - Form Footing	1	09-Feb-23	09-Feb-23	Elevator
SS1630	Abut/Mech/Elec - Pour Footing	1	10-Feb-23	10-Feb-23	Elevator
SS1640	Abut/Mech/Elec - CMU Block	10	06-Jun-23	19-Jun-23	Elevator
SS1650	Mech/Elec - Roofing	5	20-Jun-23	26-Jun-23	Elevator
SS1660	Mech/Elec - Plumbing	5	27-Jun-23	05-Jul-23	Elevator
SS1670	Mech/Elec - Electrical	5	06-Jul-23	12-Jul-23	Elevator
SS1680	Mech/Elec - Finishes	5	13-Jul-23	19-Jul-23	Elevator
SS1690	Abutment - Excavate Footing	1	09-Feb-23	09-Feb-23	5 Day Work
SS1720	Abutment - Form	4	24-Mar-23	30-Mar-23	5 Day Work
SS1730	Abutment - Install Rebar	3	30-Mar-23	04-Apr-23	5 Day Work
SS1740	Abutment - Pour Abutment	1	04-Apr-23	05-Apr-23	5 Day Work
SS1750	Abutment - Cure	7	06-Apr-23	12-Apr-23	7 Day Work week
SS1760	Abutment - Strip	3	12-Apr-23	17-Apr-23	5 Day Work
Super Structure, Stairs & Landing		113	10-Feb-23	18-Jul-23	
S9160	Stairs - Footing Excavation	1	10-Feb-23	10-Feb-23	5 Day Work
S9170	Stairs - Form Footing	2	13-Feb-23	14-Feb-23	5 Day Work
S9180	Stairs - Instal Footing Rebar	1	15-Feb-23	15-Feb-23	5 Day Work
S9190	Stairs - Pour Footing	1	16-Feb-23	16-Feb-23	5 Day Work
S9200	Stairs - Cure Footing	7	17-Feb-23	23-Feb-23	7 Day Work week
S9210	Stairs - Strip Footing	1	24-Feb-23	24-Feb-23	5 Day Work
S9220	Stairs - Install Steel Stringers & SIP decking	3	27-Feb-23	01-Mar-23	5 Day Work
S9230	Stairs - Install Insulation & Hydronic Lines	3	12-Jun-23	15-Jun-23	5 Day Work
S9240	Stairs - Install Rebar	5	15-Jun-23	22-Jun-23	5 Day Work
S9250	Stairs - Form	4	22-Jun-23	28-Jun-23	5 Day Work
S9260	Stairs - Pour	1	28-Jun-23	29-Jun-23	5 Day Work
S9270	Stairs - Strip	2	29-Jun-23	05-Jul-23	5 Day Work
S9280	Stairs - Grind	3	05-Jul-23	10-Jul-23	5 Day Work
S9285	Stairs - Install Roofing	6	10-Jul-23	18-Jul-23	5 Day Work
S9290	Landing - Form	4	02-Jun-23	08-Jun-23	5 Day Work
S9300	Landing - Install Insulation & Hydronic Lines	2	08-Jun-23	12-Jun-23	5 Day Work
S9310	Landing - Rebar	1	12-Jun-23	13-Jun-23	5 Day Work
S9320	Landing - Pour	1	13-Jun-23	14-Jun-23	5 Day Work
S9330	Landing - Cure	14	15-Jun-23	28-Jun-23	7 Day Work week
S9340	Landing - Install Curb	2	28-Jun-23	30-Jun-23	5 Day Work
S9350	Landing - Install Hand Rail	2	30-Jun-23	06-Jul-23	5 Day Work
S9360	Landing - Strip	3	06-Jul-23	11-Jul-23	5 Day Work
S9370	Prefab Bridge - Splice Sections, Install SIP Deck & Fence p	12	17-May-23	01-Jun-23	Structural Steel
S9380	Prefab Bridge - Set Bridge	1	02-Jun-23	02-Jun-23	7 Day Work week
S9390	Prefab Bridge - Install Insulation & Hydronic Lines	2	02-Jun-23	06-Jun-23	5 Day Work
S9400	Prefab Bridge - Install Joints	1	06-Jun-23	07-Jun-23	5 Day Work



Remaining Level of Effort | Remaining Work | Milestone
Actual Work | Critical Remaining Work | Summary

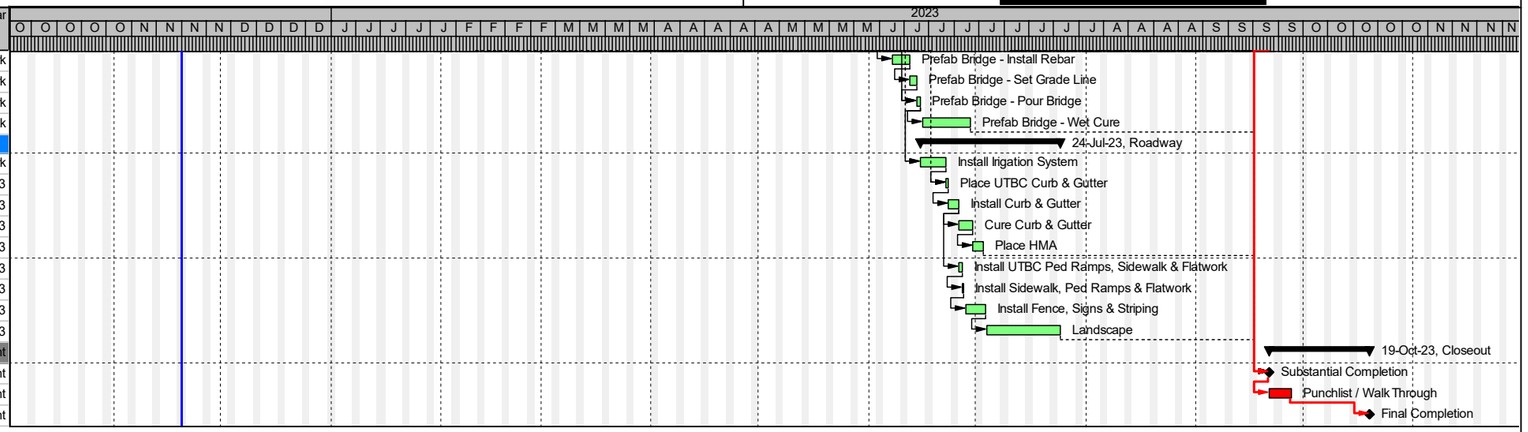
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Baseline Provo Rev5 11/21/22 FIRST MILE LAST MILE

Activity ID	Activity Name	OD	Start	Finish	Calendar
S9410	Prefab Bridge - Install Rebar	3	07-Jun-23	12-Jun-23	5 Day Work
S9420	Prefab Bridge - Set Grade Line	2	12-Jun-23	14-Jun-23	5 Day Work
S9430	Prefab Bridge - Pour Bridge	1	14-Jun-23	15-Jun-23	5 Day Work
S9440	Prefab Bridge - Wet Cure	14	16-Jun-23	29-Jun-23	7 Day Work week
Roadway		27	15-Jun-23	24-Jul-23	
RD3000	Install Irigation System	5	15-Jun-23	22-Jun-23	5 Day Work
RD3010	Place UTBC Curb & Gutter	1	22-Jun-23	23-Jun-23	Spring 2023
RD3020	Install Curb & Gutter	1	23-Jun-23	26-Jun-23	Spring 2023
RD3030	Cure Curb & Gutter	4	26-Jun-23	30-Jun-23	Spring 2023
RD3040	Place HMA	1	30-Jun-23	03-Jul-23	Spring 2023
RD3060	Install UTBC Ped Ramps, Sidewalk & Flatwork	1	26-Jun-23	27-Jun-23	Spring 2023
RD3070	Install Sidewalk, Ped Ramps & Flatwork	1	27-Jun-23	27-Jun-23	Spring 2023
RD3080	Install Fence, Signs & Striping	4	28-Jun-23	03-Jul-23	Spring 2023
RD3090	Landscape	15	04-Jul-23	24-Jul-23	Spring 2023
Closeout		20	21-Sep-23	19-Oct-23	Procurement
CO1680	Substantial Completion	0		21-Sep-23	Procurement
CO1690	Punchlist / Walk Through	4	21-Sep-23	27-Sep-23	Procurement
CO1700	Final Completion	0		19-Oct-23	Procurement



Remaining Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

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CONSTRUCTION MANAGER / GENERAL CONTRACTOR AGREEMENT -
Phase 2 Construction Services Amendment No. 24
(Provo City Pedestrian Overpass Bridge)

This Construction Manager / General Contractor Agreement – Phase 2 Construction Services Amendment ("**Amendment**") is between the Utah Transit Authority, a public transit district organized under the laws of the State of Utah ("**UTA**"), and Granite Construction Company, a Utah corporation ("**Contractor**").

RECITALS

A. UTA is engaged in a Program to construct first and last mile improvements. (collectively, the "**Program**").

B. Pursuant to Request for Proposals No. 18-2398TP, UTA and Contractor entered into the Construction Manager/General Contractor Agreement – Phase 1 Pre-Construction Services, dated April 11, 2018 (UTA Contract No. 18-2398TP and hereinafter the "**Phase 1 Agreement**"). It was contemplated by the Parties that the actual construction would take place under Phase II of the Agreement and be implemented under Phase II Construction Amendments to the Phase I Agreement.

C. Pursuant to the process and pricing methodologies outlined in the Phase 1 Agreement, UTA and Contractor have negotiated and agreed on Phase 2 Construction Amendment No. 24 on the lump sum basis for the price, schedule, and scope of work for the Provo City Overhead Pedestrian Bridge (PRO_OP_1) on and near UTA FrontRunner station (the "Project").

D. UTA and Contractor previously entered into Phase 2 Construction Services Amendment No. 20 dated December 20, 2021 (UTA Contract # 18-2398TP).

E. UTA and Contractor desire to enter into the Phase 2 Construction Services Amendment No. 24 to include that scope, schedule, and price for the Project specified herein. Hereafter, the term "**Agreement**" refers collectively to the Phase 1 Agreement and this Amendment for the Projects.

F. UTA and Contractor intend to enter into additional, separate and distinct Phase 2 construction services amendments for other projects that are part of the Program.

AGREEMENT

Therefore, the Parties agree as follows:

1. Scope of Work. Contractor shall perform the Work as depicted in Exhibit C and found in its entirety at \\capdev\common\MSP Projects\MSP205 TIGER VIII First and Last mile projects\1 Management\1-3 Agreements\Construction (Granite)\Phase 2\Amend 24_Provo Ped Bridge

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2023\Amend 24\Exhibit C-RFC Drawings, "**Work**" also includes all construction and other services required by the Contract Documents, including procuring and furnishing all material, equipment, services and labor reasonably inferable from the Contract Documents as necessary to complete construction of the Projects. The term "Work" does not include the Phase 1 Work, which was defined and performed pursuant to the Phase 1 Agreement.

2. Schedule. (a) Contractor is authorized to commence all Work upon the execution of this Amendment. The Contractor's initial baseline project schedule is attached as Exhibit A.

(b) The Contractor shall achieve Substantial Completion of the entire Work under this Amendment no later than September 21, 2023 (the "**Substantial Completion Date**"). In the Contract Documents, "**Substantial Completion**" means that the Work is sufficiently complete in accordance with the Contract Documents so that UTA and/or a Local Partner, as applicable, can occupy and use the Project for its intended purpose.

(c) The Contractor shall achieve Final Completion of the Work under this Amendment as expeditiously as reasonably practicable, but in no event later than October 19, 2023 (the **"Final Completion Date"**). In this Agreement, "**Final Completion**" means that the Work is complete in accordance with the Contract Documents, including but not limited to, final completion of all punch list items and delivery of all documents in accordance with this Agreement and the General Conditions.

(d) Time is of the essence with respect to the dates set forth in this section.

(e) Contractor acknowledges that if Substantial Completion is not attained by the Substantial Completion Date, UTA will incur significant losses, including loss of reputation, loss of potential government funding, and losses arising out of other contracts held by UTA related to the Project. Contractor acknowledges that those potential losses, while actual, are difficult to measure and determine with precision. If Substantial Completion is not attained by the Substantial Completion Date, Contractor shall pay UTA two thousand one hundred and thirty dollars ($2,130.00) as liquidated damages for each calendar day that Substantial Completion extends beyond the Substantial Completion Date.

3. Price and Payment. (a) As full compensation for completing the Work in accordance with the Contract Documents, UTA shall pay to the Contractor the lump sum amount of FOUR MILLION FIVE HUNDRED SEVENTY-ONE THOUSAND EIGHT HUNDRED SEVENTY-TWO DOLLARS ($4,571,872) and hereinafter the "**Contract Price**"), as more particularly set forth on the Price Form, attached as Exhibit B. The Contract Price does not include the Phase 1 Contract Pricing, which is defined by, and paid under, the Phase 1 Agreement. The procedures for invoicing and payment are set forth in Article 4 of the General Conditions.

4. Contract Documents. (a) The Contract Documents consist of the following:

(1) All written amendments and Change Orders to this Amendment executed in accordance with Article 7 of the General Conditions;

(2) This Amendment, including its exhibits, and specifically including the General Conditions;

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(3) The "Released for Construction" delivery package (the "RFC Drawings") for the Project, attached as Exhibit C, dated November 02, 2021, which is also included in the ProjectWise Site and IPCS. In addition, Addendum 1 dated January 10, 2022 Addendum 2 dated February 3, 2022, Addendum 3 dated April 14, 2022, and Addendum 4&5 dated October 24, 2022

(4) All written amendments and Change Orders to the Phase 1 Agreement, executed in accordance with the Phase 1 Agreement;

(5) The Phase 1 Agreement, including its exhibits, and specifically including the Federal Clauses and General Conditions;

(6) The Contractor's Proposal in response to the RFP;

(7) The RFP.

(b) The Parties intend that the Contract Documents include and provide for all aspects of the Work that are necessary for the proper initiation, performance, and Final Completion of the Work by the Contractor, by the Final Completion Date, and for the Contract Price. The Parties intend that the Contract Documents be interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction industry standards.

(c) If any terms of the Contract Documents contradict any other terms, the terms contained in the more recent Contract Document will govern.

(d) Contractor acknowledges that, prior to the execution of this Agreement, it has carefully reviewed the Contract Documents for errors, omissions, conflicts or ambiguities (each, a "**Discrepancy**"), and is not aware of any Discrepancies as of the execution of this Agreement. If the Contractor becomes aware of a Discrepancy, the Contractor shall immediately notify UTA's Project Manager of that Discrepancy in writing. UTA's Project Manager shall promptly resolve the Discrepancy in writing. Contractor's failure to promptly notify UTA of an apparent discrepancy will be deemed a waiver of Contractor's right to seek an adjustment of the Contract Price or Contract Times due to the discrepancy.

(e) The Contract Documents form the entire contract between UTA and the Contractor and by incorporation in this Agreement are as fully binding on the Parties as if repeated in this Agreement. No oral representations or other agreements have been made by the Parties except as specifically stated in the Contract Documents.

5. Representatives of the Parties. (a) UTA designates Grey Turner as its Project Manager, and Dave Hancock as its Senior Representative. UTA's Contract Administrator for this Agreement is Vicki Woodward. Questions or correspondence regarding the contractual aspects of this Agreement should be directed to Ms. Woodward, at the address set forth in Section 9.

(b) Contractor designates Casey Green as its Project Manager, and Eric Wells as its Senior Representative.

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6. Key Personnel. (a) Contractor shall ensure that the following Key Personnel remain assigned to the Project until Final Completion:

(1) Project Manager: Casey Green

(2) Construction Manager: Rhett Elton

(b) Contractor must obtain permission, in writing, from UTA's Senior Representative or his/her designee, prior to removal of the Key Personnel identified above. In connection with a request to replace Key Personnel, the Contractor must identify a proposed replacement, who must meet the requirements of the position stated in the RFP.

7. Bonds and Insurance. (a) Contractor shall obtain and maintain the insurance coverages set forth in Exhibit C of the Phase 1 Agreement, and comply with the obligations set forth therein.

(b) The Contractor shall provide to UTA a performance bond and a payment bond (the "Bonds") issued by a surety doing business in Utah Lake County, Utah, and listed in the then current US Department of the Treasury's Circular 570. The Bonds must each be in an amount sufficient to cover 100% of the Contract Price, and in a form acceptable to UTA. The Bonds may, as necessary, be consolidated with those for Work to be performed under other Phase 2 Amendments, subject to UTA's approval, provided that the combined amount of the Bonds is equal to the combined Contract Prices of all of the Phase 2 Amendments consolidated for this purpose. Contractor shall provide the Bonds to UTA prior to commencing any Work.

8. Prevailing Wages. Contractor shall pay or cause to be paid to all applicable workers employed by it or its Subcontractors to perform the Work not less than the prevailing rates of wages, as provided in the statutes and regulations applicable to public work contracts, including the Davis-Bacon Act. The applicable prevailing wages mandated by the Davis-Bacon Act as of the date of execution of this Phase 2 Amendment and for the county in which the Work will occur are attached as Exhibit F Contractor shall comply with and cause its subcontractors to comply with all laws pertaining to prevailing wages.

F. **9. UPRR Requirements.** Since the Bridge will pass over a UPRR rail line, the Contractor shall be required to comply with certain specified UPRR requirements.

The following requirements shall be enforceable by UTA for the benefit of UPRR:

A. Railroad Coordination Requirements: Contractor shall comply with all Railroad Coordination Requirements contained in Exhibit D (RAILROAD COORDINATION REQUIREMENTS

B. Railroad Insurance Requirements: Contractor shall procure and maintain the insurance required by Exhibit E, (RAILROAD INSURANCE REQUIREMENTS)

C. Specific Indemnification: Contractor agrees, to the extent permitted by law, to save, release, defend, indemnify and hold harmless UTA and UPRR and their respective affiliates, and their respective officers, agents and employees, against and from any and all liability, loss,

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damages, claims, demands, costs and expenses, fines, and penalties of whatsoever nature, including court costs and attorney's fees arising from and growing our of any injury or death of persons whomsoever (including officers, agents and employees of UPRR of UTA) or loss of or damages to property whatsoever (including property of or in the custody of UPRR, UTA, or the Contractor) when such injury, death, loss or damage occurs or arises from (A) the negligent or wrongful construction of the Project, (B) the trespass upon UPRR's adjacent right of way and trackage by the Contractor, or breach of the terms and conditions of this Agreement or its Amendments.

D. Approval of Plan: Contractor understands that it shall not commence work or make changes on or to this Project until UPRR has provided its written approval of the Plans.

10. Notices. (a) To be deemed valid, all notices, requests, claims, demands and other communications between the Parties ("**Notices**") must be in writing and addressed as follows:

If to the Utah Transit Authority:

Utah Transit Authority
ATTN: Vicki Woodward
669 West 200 South
Salt Lake City, UT 84101

With a required copy to:

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

If to the Contractor:

Granite Construction Company
ATTN: Eric Wells
1000 N. Warm Springs Road
Salt Lake City, UT 84116

(b) To be deemed valid, Notices must be given by one of the following methods: (i) by delivery in person (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid. Notice shall be deemed received when received in hand by the Party, as set forth above.

(c) Either Party may change the address at which that Party desires to receive written notice by delivery of Notice of such change to the Party as set forth above. Notices will be deemed 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 that was not properly communicated shall not defeat or delay the effectiveness of a Notice.

11.. Counterparts. The Parties may execute this Amendment in any number of counterparts, each of which when executed and delivered will constitute a duplicate original, but all counterparts together will constitute a single agreement.

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12.. **Effectiveness; Date.** The Amendment will become effective when all Parties have fully signed it. The date of this Amendment will be the date it is signed by the last individual to sign it (as indicated by the date associated with that individual's signature).

Each individual is signing this Amendment on the date stated opposite that individual's signature.

UTAH TRANSIT AUTHORITY

By: _____ Date: _____
Jay Fox
Executive Director

By: _____ Date: _____
Mary DeLoretto
Chief Service Development Officer

Date: _____

By: _____
Grey Turner
Project Manager

Approved as to Legal Form:

By: DocuSigned by: Mike Bell 76E3BA415BA44F6... Date: 1/20/2023
Utah Transit Authority
Legal Counsel

GRANITE CONSTRUCTION COMPANY

By:_____ Date:_____
Jason Klaumann
Utah Region Vice President

Contractor's Federal ID Number: 95-0519552

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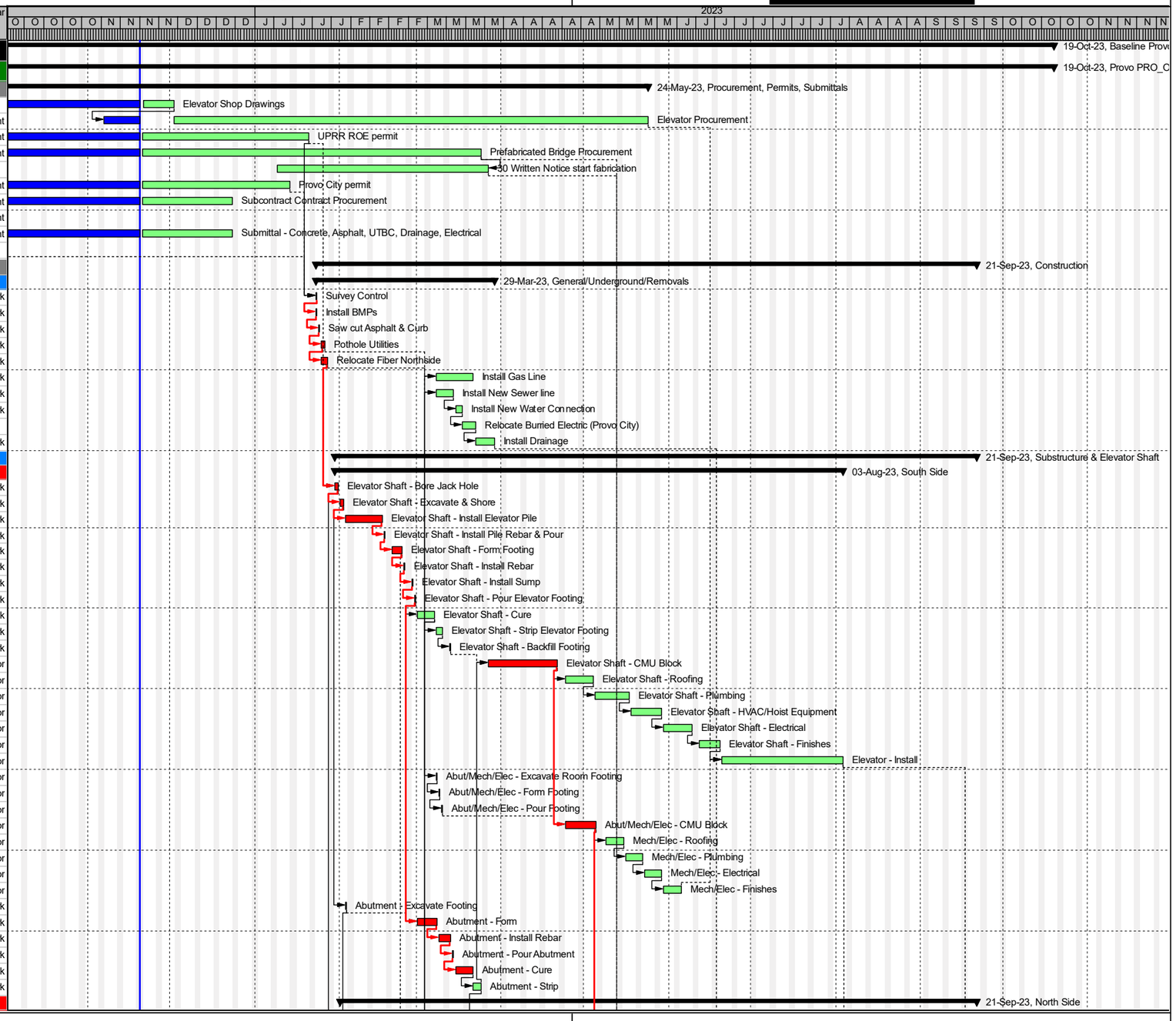
EXHIBIT A

Baseline Project Schedule

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Baseline Provo Rev5 11/21/22 FIRST MILE LAST MILE

Activity ID	Activity Name	OD	Start	Finish	Calendar
Baseline Provo Rev5 11/21/22		478	20-Dec-21 A	19-Oct-23	
Provo PRO_OP_1		478	20-Dec-21 A	19-Oct-23	
Procurement, Permits, Submittals		434	20-Dec-21 A	24-May-23	
SM5002	Elevator Shop Drawings	45	24-Jan-22 A	02-Dec-22	Standard 5 Day
SM5005	Elevator Procurement	185	07-Nov-22 A	24-May-23	Procurement
SM5010	UPRR ROE permit	75	06-Jan-22 A	20-Jan-23	Procurement
SM5020	Prefabricated Bridge Procurement	130	20-Dec-21 A	24-Mar-23	Procurement
SM5025	30 Written Notice start fabrication	55	09-Jan-23	27-Mar-23	Standard 5 Day
SM5030	Provo City permit	30	06-Jan-22 A	13-Jan-23	Procurement
SM5040	Subcontract Contract Procurement	30	06-Jan-22 A	23-Dec-22	Procurement
SM5050	Submittal - Traffic Control Plan	30	06-Jan-22 A	16-May-22	Procurement
SM5060	Submittal - Concrete, Asphalt, UTBC, Drainage, Electrical	30	06-Jan-22 A	23-Dec-22	Procurement
SM5070	Sumbittal - Site Specific Envimonmental & Safet Plan	20	01-Mar-22 A	29-Apr-22 A	Standard 5 Day
Construction		174	23-Jan-23	21-Sep-23	
General/Underground/Removals		48	23-Jan-23	29-Mar-23	
GG600	Survey Control	1	23-Jan-23	23-Jan-23	5 Day Work
GG605	Install BMPs	1	23-Jan-23	23-Jan-23	5 Day Work
GG610	Saw cut Asphalt & Curb	1	24-Jan-23	24-Jan-23	5 Day Work
GG620	Pothole Utilities	2	25-Jan-23	26-Jan-23	5 Day Work
GG640	Relocate Fiber Northside	3	25-Jan-23	27-Jan-23	5 Day Work
GG650	Install Gas Line	10	08-Mar-23	21-Mar-23	5 Day Work
GG670	Install New Sewer line	5	08-Mar-23	14-Mar-23	5 Day Work
GG680	Install New Water Connection	3	15-Mar-23	17-Mar-23	5 Day Work
GG685	Relocate Burried Electric (Provo City)	3	17-Mar-23	22-Mar-23	Standard 5 Day
GG690	Install Drainage	5	22-Mar-23	29-Mar-23	5 Day Work
Substructure & Elevator Shaft		169	30-Jan-23	21-Sep-23	
South Side		134	30-Jan-23	03-Aug-23	
NS100	Elevator Shaft - Bore Jack Hole	2	30-Jan-23	31-Jan-23	5 Day Work
NS110	Elevator Shaft - Excavate & Shore	2	01-Feb-23	02-Feb-23	5 Day Work
NS120	Elevator Shaft - Install Elevator Pile	10	03-Feb-23	16-Feb-23	5 Day Work
NS130	Elevator Shaft - Install Pile Rebar & Pour	1	17-Feb-23	17-Feb-23	5 Day Work
NS140	Elevator Shaft - Form Footing	4	20-Feb-23	23-Feb-23	5 Day Work
NS150	Elevator Shaft - Install Rebar	1	24-Feb-23	24-Feb-23	5 Day Work
NS160	Elevator Shaft - Install Sump	1	27-Feb-23	27-Feb-23	5 Day Work
NS170	Elevator Shaft - Pour Elevator Footing	1	28-Feb-23	28-Feb-23	5 Day Work
NS180	Elevator Shaft - Cure	7	01-Mar-23	07-Mar-23	7 Day Work week
NS190	Elevator Shaft - Strip Elevator Footing	3	08-Mar-23	10-Mar-23	5 Day Work
NS200	Elevator Shaft - Backfill Footing	1	13-Mar-23	13-Mar-23	5 Day Work
NS210	Elevator Shaft - CMU Block	20	27-Mar-23	21-Apr-23	Elevator
NS220	Elevator Shaft - Roofing	9	24-Apr-23	04-May-23	Elevator
NS230	Elevator Shaft - Plumbing	8	05-May-23	17-May-23	Elevator
NS240	Elevator Shaft - HVAC/Hoist Equipment	8	18-May-23	29-May-23	Elevator
NS250	Elevator Shaft - Electrical	9	30-May-23	09-Jun-23	Elevator
NS260	Elevator Shaft - Finishes	6	12-Jun-23	19-Jun-23	Elevator
NS270	Elevator - Install	30	20-Jun-23	03-Aug-23	Elevator
NS290	Abut/Mech/Elec - Excavate Room Footing	1	08-Mar-23	08-Mar-23	Elevator
NS300	Abut/Mech/Elec - Form Footing	1	09-Mar-23	09-Mar-23	Elevator
NS310	Abut/Mech/Elec - Pour Footing	1	10-Mar-23	10-Mar-23	Elevator
NS320	Abut/Mech/Elec - CMU Block	10	24-Apr-23	05-May-23	Elevator
NS325	Mech/Elec - Roofing	5	09-May-23	15-May-23	Elevator
NS340	Mech/Elec - Plumbing	5	16-May-23	22-May-23	Elevator
NS350	Mech/Elec - Electrical	5	23-May-23	29-May-23	Elevator
NS360	Mech/Elec - Finishes	5	30-May-23	05-Jun-23	Elevator
NS370	Abutment - Excavate Footing	1	03-Feb-23	03-Feb-23	5 Day Work
NS400	Abutment - Form	6	01-Mar-23	08-Mar-23	5 Day Work
NS410	Abutment - Install Rebar	3	09-Mar-23	13-Mar-23	5 Day Work
NS420	Abutment - Pour Abutment	1	14-Mar-23	14-Mar-23	5 Day Work
NS430	Abutment - Cure	7	15-Mar-23	21-Mar-23	7 Day Work week
NS440	Abutment - Strip	3	21-Mar-23	24-Mar-23	5 Day Work
North Side		167	01-Feb-23	21-Sep-23	



Remaining Level of Effort | Remaining Work | Milestone
Actual Work | Critical Remaining Work | Summary

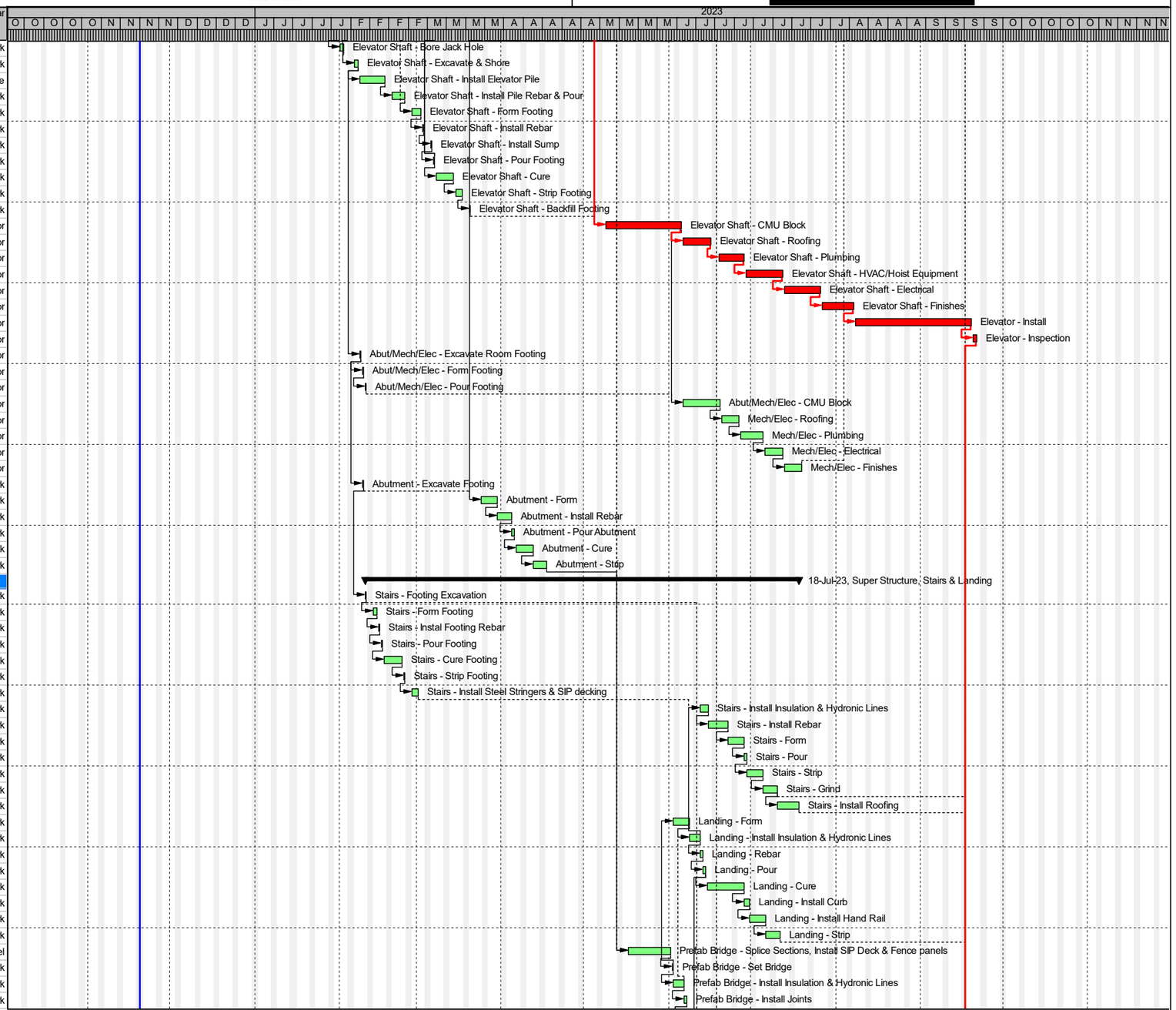
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Baseline Provo Rev5 11/21/22 FIRST MILE LAST MILE

Activity ID	Activity Name	OD	Start	Finish	Calendar
SS1420	Elevator Shaft - Bore Jack Hole	2	01-Feb-23	02-Feb-23	5 Day Work
SS1430	Elevator Shaft - Excavate & Shore	2	06-Feb-23	07-Feb-23	5 Day Work
SS1440	Elevator Shaft - Install Elevator Pile	10	08-Feb-23	17-Feb-23	Elevator Pile
SS1450	Elevator Shaft - Install Pile Rebar & Pour	5	20-Feb-23	24-Feb-23	5 Day Work
SS1460	Elevator Shaft - Form Footing	4	27-Feb-23	02-Mar-23	5 Day Work
SS1470	Elevator Shaft - Install Rebar	1	03-Mar-23	03-Mar-23	5 Day Work
SS1480	Elevator Shaft - Install Sump	1	06-Mar-23	06-Mar-23	5 Day Work
SS1490	Elevator Shaft - Pour Footing	1	07-Mar-23	07-Mar-23	5 Day Work
SS1500	Elevator Shaft - Cure	7	08-Mar-23	14-Mar-23	7 Day Work week
SS1510	Elevator Shaft - Strip Footing	3	15-Mar-23	17-Mar-23	5 Day Work
SS1520	Elevator Shaft - Backfill Footing	1	20-Mar-23	20-Mar-23	5 Day Work
SS1530	Elevator Shaft - CMU Block	20	09-May-23	05-Jun-23	Elevator
SS1540	Elevator Shaft - Roofing	9	06-Jun-23	16-Jun-23	Elevator
SS1550	Elevator Shaft - Plumbing	8	19-Jun-23	28-Jun-23	Elevator
SS1560	Elevator Shaft - HVAC/Hoist Equipment	8	29-Jun-23	12-Jul-23	Elevator
SS1570	Elevator Shaft - Electrical	9	13-Jul-23	26-Jul-23	Elevator
SS1580	Elevator Shaft - Finishes	8	27-Jul-23	07-Aug-23	Elevator
SS1590	Elevator - Install	30	08-Aug-23	19-Sep-23	Elevator
SS1600	Elevator - Inspection	2	20-Sep-23	21-Sep-23	Elevator
SS1610	Abut/Mech/Elec - Excavate Room Footing	1	08-Feb-23	08-Feb-23	Elevator
SS1620	Abut/Mech/Elec - Form Footing	1	09-Feb-23	09-Feb-23	Elevator
SS1630	Abut/Mech/Elec - Pour Footing	1	10-Feb-23	10-Feb-23	Elevator
SS1640	Abut/Mech/Elec - CMU Block	10	06-Jun-23	19-Jun-23	Elevator
SS1650	Mech/Elec - Roofing	5	20-Jun-23	26-Jun-23	Elevator
SS1660	Mech/Elec - Plumbing	5	27-Jun-23	05-Jul-23	Elevator
SS1670	Mech/Elec - Electrical	5	06-Jul-23	12-Jul-23	Elevator
SS1680	Mech/Elec - Finishes	5	13-Jul-23	19-Jul-23	Elevator
SS1690	Abutment - Excavate Footing	1	09-Feb-23	09-Feb-23	5 Day Work
SS1720	Abutment - Form	4	24-Mar-23	30-Mar-23	5 Day Work
SS1730	Abutment - Install Rebar	3	30-Mar-23	04-Apr-23	5 Day Work
SS1740	Abutment - Pour Abutment	1	04-Apr-23	05-Apr-23	5 Day Work
SS1750	Abutment - Cure	7	06-Apr-23	12-Apr-23	7 Day Work week
SS1760	Abutment - Strip	3	12-Apr-23	17-Apr-23	5 Day Work
Super Structure, Stairs & Landing		113	10-Feb-23	18-Jul-23	
S9160	Stairs - Footing Excavation	1	10-Feb-23	10-Feb-23	5 Day Work
S9170	Stairs - Form Footing	2	13-Feb-23	14-Feb-23	5 Day Work
S9180	Stairs - Instal Footing Rebar	1	15-Feb-23	15-Feb-23	5 Day Work
S9190	Stairs - Pour Footing	1	16-Feb-23	16-Feb-23	5 Day Work
S9200	Stairs - Cure Footing	7	17-Feb-23	23-Feb-23	7 Day Work week
S9210	Stairs - Strip Footing	1	24-Feb-23	24-Feb-23	5 Day Work
S9220	Stairs - Install Steel Stringers & SIP decking	3	27-Feb-23	01-Mar-23	5 Day Work
S9230	Stairs - Install Insulation & Hydronic Lines	3	12-Jun-23	15-Jun-23	5 Day Work
S9240	Stairs - Install Rebar	5	15-Jun-23	22-Jun-23	5 Day Work
S9250	Stairs - Form	4	22-Jun-23	28-Jun-23	5 Day Work
S9260	Stairs - Pour	1	28-Jun-23	29-Jun-23	5 Day Work
S9270	Stairs - Strip	2	29-Jun-23	05-Jul-23	5 Day Work
S9280	Stairs - Grind	3	05-Jul-23	10-Jul-23	5 Day Work
S9285	Stairs - Install Roofing	6	10-Jul-23	18-Jul-23	5 Day Work
S9290	Landing - Form	4	02-Jun-23	08-Jun-23	5 Day Work
S9300	Landing - Install Insulation & Hydronic Lines	2	08-Jun-23	12-Jun-23	5 Day Work
S9310	Landing - Rebar	1	12-Jun-23	13-Jun-23	5 Day Work
S9320	Landing - Pour	1	13-Jun-23	14-Jun-23	5 Day Work
S9330	Landing - Cure	14	15-Jun-23	28-Jun-23	7 Day Work week
S9340	Landing - Install Curb	2	28-Jun-23	30-Jun-23	5 Day Work
S9350	Landing - Install Hand Rail	2	30-Jun-23	06-Jul-23	5 Day Work
S9360	Landing - Strip	3	06-Jul-23	11-Jul-23	5 Day Work
S9370	Prefab Bridge - Splice Sections, Install SIP Deck & Fence p	12	17-May-23	01-Jun-23	Structural Steel
S9380	Prefab Bridge - Set Bridge	1	02-Jun-23	02-Jun-23	7 Day Work week
S9390	Prefab Bridge - Install Insulation & Hydronic Lines	2	02-Jun-23	06-Jun-23	5 Day Work
S9400	Prefab Bridge - Install Joints	1	06-Jun-23	07-Jun-23	5 Day Work



Remaining Level of Effort | Remaining Work | Milestone
Actual Work | Critical Remaining Work | Summary

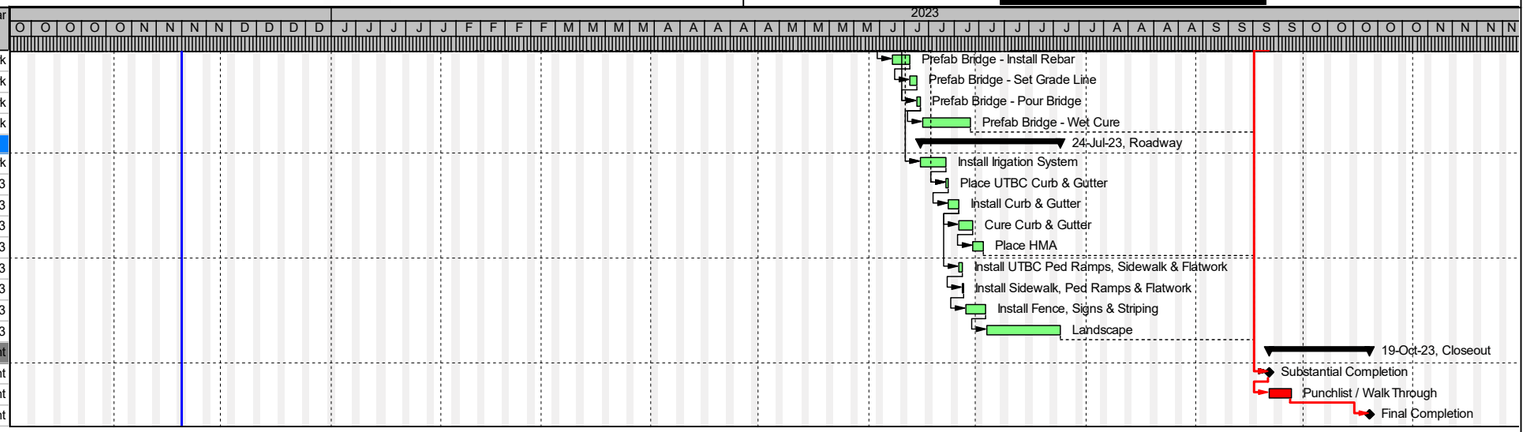
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Baseline Provo Rev5 11/21/22 FIRST MILE LAST MILE

Activity ID	Activity Name	OD	Start	Finish	Calendar
S9410	Prefab Bridge - Install Rebar	3	07-Jun-23	12-Jun-23	5 Day Work
S9420	Prefab Bridge - Set Grade Line	2	12-Jun-23	14-Jun-23	5 Day Work
S9430	Prefab Bridge - Pour Bridge	1	14-Jun-23	15-Jun-23	5 Day Work
S9440	Prefab Bridge - Wet Cure	14	16-Jun-23	29-Jun-23	7 Day Work week
Roadway		27	15-Jun-23	24-Jul-23	
RD3000	Install Irigation System	5	15-Jun-23	22-Jun-23	5 Day Work
RD3010	Place UTBC Curb & Gutter	1	22-Jun-23	23-Jun-23	Spring 2023
RD3020	Install Curb & Gutter	1	23-Jun-23	26-Jun-23	Spring 2023
RD3030	Cure Curb & Gutter	4	26-Jun-23	30-Jun-23	Spring 2023
RD3040	Place HMA	1	30-Jun-23	03-Jul-23	Spring 2023
RD3060	Install UTBC Ped Ramps, Sidewalk & Flatwork	1	26-Jun-23	27-Jun-23	Spring 2023
RD3070	Install Sidewalk, Ped Ramps & Flatwork	1	27-Jun-23	27-Jun-23	Spring 2023
RD3080	Install Fence, Signs & Striping	4	28-Jun-23	03-Jul-23	Spring 2023
RD3090	Landscape	15	04-Jul-23	24-Jul-23	Spring 2023
Closeout		20	21-Sep-23	19-Oct-23	Procurement
CO1680	Substantial Completion	0		21-Sep-23	Procurement
CO1690	Punchlist / Walk Through	4	21-Sep-23	27-Sep-23	Procurement
CO1700	Final Completion	0		19-Oct-23	Procurement



Remaining Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

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EXHIBIT B

Pricing Form

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PROJECT: Provo; Pedestrian Overpass Structure
PROJECT ID: PRO_OP_1
MILESTONE: RFC PLAN SET Addendum 4/5

REV6 11.17.22

Item #	Item	AGREED	Units	Unit Cost	Total Cost	Referenced Drawing / Specification	Standard Reference - Notes	
A-1	Mobilization	1	LS	$ 569,311.79	$ 569,311.79	-	• Coordinate / verify specifications and approvals with City Department Representatives, coordinate list of Department representatives with Provo City Project Representative • Must obtain approvals from City Departments on ALL submittals •Pre-construction video required •Includes utility test holes	
A-2	Traffic Control	1	LS	$ 109,463.48	$ 109,463.48	Provo City Specification 01 55 26M	14 day full closure 600 S to splice an set bridge 7 day closure for paving	Sub
A-3	Survey	1	LS	$ 42,296.71	$ 42,296.71	APWA Specification 01 71 23 / UDOT Section 01721	includes time for gas service and Provo power staking. Apwa 01721 1.5 a SUBMITTALS MUST BE SIGNED AND SEALED BY A PROFFESIONAL LAND SURVEYOR LICENSED IN THE STATE OF UTAH	Part Sub
A-4	QA / QC	1	LS	$ 76,793.58	$ 76,793.58	-		Sub
A-5	Public Information	1	LS	$ 23,970.44	$ 23,970.44	APWA Specification 01 31 13		Sub
A-6	Dust Control and Watering	1	LS	$ 4,120.99	$ 4,120.99	APWA Specification 01 57 00		
A-7	Erosion Control	1	LS	$ 31,248.10	$ 31,248.10	UDOT Section 01571		
A-8	Railroad Costs	1	LS	$ 40,476.47	$ 40,476.47	Special Provision Section 01601	•Permits •Training •Liability Insurance	
	Railroad Flagging - UTA	1	LS	$ 20,632.75	$ 20,632.75		RRPLI COST. ASSUME UTA PAYS FOR FLAGGING DAYS.	
A-9	Railroad Flagging - UPRR	67	DY	$ 1,726.46	$ 115,673.00	Special Provision Section 01601		
			SCHEDULE A SUBTOTAL		$ 1,033,987.31			
B-1	Roadway Excavation	244	CY	$ 55.75	$ 13,604.06	UDOT Section 02316		
B-2	Untreated Base Course	125	CY	$ 173.34	$ 20,973.64			
B-3	Granular Borrow	123	CY	$ 132.49	$ 16,030.94			
B-4	Borrow	51	CY	$ 110.78	$ 5,649.81			
B-5	Pavement Cutting	514	LF	$ 4.23	$ 2,174.60	APWA Specification 02 41 14		Sub
B-6	Concrete Flatwork 6 Inch Thick	1,600	SF	$ 9.40	$ 15,046.68	APWA Specification 03 30 04 / UDOT Section 02776	•Includes 6" UTBC	
B-7	Concrete Sidewalk 4 Inch Thick	66	SF	$ 9.40	$ 620.68	APWA Specification 32 16 13 / APWA Plan 231	•Includes 6" UTBC	
B-8	Concrete Pad	28	SF	$ 9.40	$ 263.33		6" concrete	
B-9	Bituminous Concrete Pavement Tie-In APWA Plan 251	173	SY	$ 66.28	$ 11,467.19	Provo City Specification 32 12 05M APWA Plan 251	•Includes 6" HMA, 8" UTBC, 12" Granular Borrow •Assumed HMA density = 152 lb/cuft •Approx. 4' sawcut from proposed EOP - See SP series	
B-10	Asphalt Concrete T-Patch	113	SY	$ 173.65	$ 19,622.95	Provo City Specification 32 12 05M APWA Plan 255	•Includes 6" HMA, 8" UTBC, 12" Granular Borrow •Assumed HMA density = 152 lb/cuft	
B-11	Pedestrian Access Ramp APWA Plan 236.1	2	EA	$ 4,252.64	$ 8,505.27	APWA Certification 32 16 14 /APWA Plan 236	•Includes 6" Concrete, 6" UTBC	
B-12	Concrete Curb and Gutter Type A, APWA Plan 205	400	LF	$ 46.66	$ 18,663.84	APWA Specification 32 16 13 / APWA Plan 205	•Includes 6" UTBC •Includes 8" Granular Borrow	
B-13	Detectable Warning Surface	3	EA	$ 637.78	$ 1,913.35	APWA Specification 32 16 14 / APWA Plan 238	2 ft x 5 ft	
B-14	42 Inch Fence - Black Vinyl Coated	332	LF	$ 55.04	$ 18,273.28	APWA Section 32 31 13		Sub
B-15	Concrete Ditch	200	SF	$ 9.40	$ 1,880.84			
B-16	Re-Spread Rock Mulch	6700	SF	$ 0.52	$ 3,465.44			
			SCHEDULE B SUBTOTAL		$ 158,155.90			
C-1	Sign 12 Inch X 18 Inch	5	EA	$ 163.02	$ 815.11	APWA Certification 32 01 05		Sub
C-2	Sign 18 Inch X 18 Inch	1	EA	$ 96.53	$ 96.53	APWA Certification 32 01 05		Sub
C-3	Sign 24 Inch X 12 Inch	4	EA	$ 139.43	$ 557.70	APWA Certification 32 01 05		Sub
C-4	Sign 30 Inch X 30 Inch	4	EA	$ 298.60	$ 1,194.41	APWA Certification 32 01 05		Sub
C-5	Sign Post	10	EA	$ 294.00	$ 2,940.00	APWA Certification 32 01 05		Sub
C-6	Slipbase Sign Base	10	EA	$ 1,290.00	$ 12,900.00	APWA Certification 32 01 05		Sub
C-7	Pavement Marking Paint - White	5	GAL	$ 600.00	$ 3,000.00	APWA Certification 32 17 23	•Includes second application	Sub
C-8	Pavement Marking Paint - Yellow	2	GAL	$ 600.00	$ 1,200.00		•Includes second application	Sub
			SCHEDULE C SUBTOTAL		$ 22,703.75			
D-1	1" Water Service Connection	1	LS	$ 16,570.94	$ 16,570.94	Provo Plan P-521	•UW-01 •See UT-03 •Includes trenching, conduit, and backfilling •Includes pipe, connections, and water meter	
D-2	Sewer Lateral Connection	1	LS	$ 18,304.72	$ 18,304.72	Provo Plan P-431	•UW-02 •See UT-03 •Includes trenching, 4" PVC, cleanout plugs, connections, and backfilling •L=130 ft	
			SCHEDULE C SUBTOTAL		$ 34,875.66			
E-1	Pre-Cast Curb Face and Inlet Box	3	EA	$ 10,211.54	$ 30,634.62	Provo Plan P-315a	•Includes grate and frame •4 FT Wide - 3 FT to 5 FT Deep	
E-2	Precast Drainage Box	1	EA	$ 9,595.74	$ 9,595.74	APWA Plan 332	•Includes grate and frame •4 FT Wide - 3 FT to 5 FT Deep	
E-3	Curb and Gutter - Drop Inlet and Sump	2	EA	$ 17,981.26	$ 35,962.52	Provo Plan P-375	•	
E-4	DIVERSION BOX	2	EA	$ 3,414.98	$ 6,829.96	UDOT STD DWG DB 1	2x2 diversion box	
E-5	Drainage Pipe - 15 Inch, Reinforced Concrete Pipe, Leak-Resistant	125	LF	$ 192.73	$ 24,091.59	UDOT Section 02610		
E-6	Drainage Pipe - 12 Inch, Reinforced Concrete Pipe, Leak-Resistant	51	LF	$ 198.08	$ 10,101.92	UDOT Section 02610		
E-7	Drainage Pipe - 8 Inch, PVC Pipe, Leak-Resistant	30	LF	$ 182.90	$ 5,487.00	UDOT Section 02610		
E-8	Drainage Pipe - 4 Inch, PVC Pipe, Leak-Resistant	11	LF	$ 333.91	$ 3,672.96	UDOT Section 02610		
			SCHEDULE E SUBTOTAL		$ 126,376.31			
F-1	Remove Asphalt Pavement	3277	SF	$ 2.23	$ 7,306.38	APWA Specification 02 41 14		
F-2	Remove Curb and Gutter	24	LF	$ 19.67	$ 472.04	APWA Specification 02 41 14		
F-3	Remove Concrete Sidewalk	75	SF	$ 12.43	$ 932.11	APWA Specification 02 41 14		
F-4	Remove Sign Less Than 20 Square Feet	1	EA	$ 290.00	$ 290.00	APWA Specification 32 01 10	•Salvage to the City	
F-5	Remove Pavement Marking	8	LF	$ 438.00	$ 3,504.00			
F-6	Clear and Grub	6700	SF	$ 0.84	$ 5,657.88			
			SCHEDULE F SUBTOTAL		$ 18,162.41			
G-1	Structural Excavation - Bridge Footings	182	CY	$ 86.20	$ 15,688.27			
G-2	Structural Excavation - Elevator Shaft	249	CY	$ 123.91	$ 30,854.63			
G-3	Structural Excavation - Stair Footings	337	CY	$ 74.89	$ 25,238.12			
G-4	Structural Excavation - Wall Footing	75		$ 128.74	$ 9,655.51			
G-5	Granular Borrow	182	CY	$ 157.32	$ 28,633.12	UDOT Section 02056	•Includes structural fill under stairway spot footings (Refer to Geotech Report pg 16) and 6" under pilecaps and elev shaft footing	
G-6	Driven Pipe Pile - 12 Inch	3268	LF	$ 204.26	$ 667,512.92	UDOT Section 02455	•Includes Elevator Shaft Driven Piles •12.75" Diameter with 0.5" wall thickness •Concrete (3.8 cu yd per pile) and rebar (400 lb per pile) is incidental •PDA testing is incidental •Crane and pile driving equipment is included in mobilization , Granite Support	Sub
G-7	Prefabricated Box Truss Superstructure	1	EA	$ 538,418.00	$ 538,418.00	UDOT Section 05125M	•Includes truss members, curb plates, rub rails, wire mesh fencing, roof framing, and utility connections. •Includes steel stay-in-place decking. Does not include roofing materials.	
G-8	Bridge Erection	1	LS	$ 182,000.00	$ 182,000.00	UDOT Section 05125M		Sub
G-9	Reinforcing Steel - Coated - Masonry	10,633	LB	$ 3.38	$ 35,935.00	UDOT Section 03211	•Masonry and structural concrete •Does not include driven pile rebar	Sub
G-10	Reinforcing Steel - Coated - Structural Concrete	104,740	LB	$ 1.78	$ 186,071.00			Sub
G-11	Reinforcing Steel - Coated - Elevator Shaft Footing	10,398	LB	$ 1.52	$ 15,844.90	UDOT Section 03211	•Does not include driven pile rebar	Sub
G-12	Reinforcing Steel - Coated - Stairs	13,650	LB	$ 1.86	$ 25,430.00			Sub
G-13	Structural Steel	69,179	LB	$ 12.26	$ 899,983.03	UDOT Section 05120M	•Includes stairway stringers and columns for roof Furnish & install •Includes all roof framing members - Furnish & install •Includes all steel stay-in-place decking, Stairs, landings - Furnish & install •Includes all steel roof decking and roof materials for bridge, landings & stairs - Furnish & install	Sub
G-14	Handrail	284	LF	$ 343.90	$ 97,666.89		Furnish & Install	Sub
G-15	Wire Mesh Fencing - Landings 6'	52	LF	$ 235.84	$ 12,263.52		Furnish & Install	Sub
G-16	Wire Mesh Fencing - Stairs 3'	284	LF	$ 115.96	$ 32,933.49		Furnish & Install	Sub

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G-17	Structural Concrete	408	CY	$ 1,269.11	$ 496,256.54	UDOT Section 03310	•Includes foundations, columns, caps, and deck •Includes rigid foam insulation, Cold weather protection	
G-18	Structural Concrete - Stairways	114	CY	$ 3,354.74	$ 355,425.36		cast aluminum nosings, and runnels	
G-19	Elastomeric Bearing	4	EA	$ 5,489.52	$ 21,958.06	UDOT Section 05822	•Includes elastomeric pad and tapered sole plate	
G-20	Compression Joint Seal	24	LF	$ 401.24	$ 9,629.84	UDOT Section 05831	•Between box truss and abutment •Includes cover plate and concrete anchors	
G-21	Expansion Joint - ADA Compliant	10	LF	$ 209.30	$ 2,093.00	UDOT Section 05832	•Between abutment cap and elevator shaft •Includes cover plate and concrete anchors	
G-22	Anti-Graffiti Concrete Sealer	1	LS	$ 37,553.00	$ 37,553.00	UDOT Section 09981	•Cost for concrete surface treatments (Bridge and Elevator Tower)	Sub
G-23	Doors & Hardware	1	LS	$ 57,592.00	$ 57,592.00			Sub
G-24	Painting	1	LS	$ 38,790.00	$ 38,790.00			Sub
G-25	Plumbing	1	LS	$ 55,068.00	$ 55,068.00		Includes roof drains and downspouts, condensation piping, gas piping and piping for drains	Sub
G-26	HVAC System - Elevator shaft & Cars	1	LS	$ 90,220.00	$ 90,220.00		mini-split systems, t-stats, exhaust fans, supply fan, unit heater, and boiler exhaust ducting.	Sub
G-27	Sump Pump	1	LS	$ 13,668.00	$ 13,668.00		•Includes primary and secondary pump •Includes plumbing and connection to storm drain system	Sub
G-28	Masonry - Elevator Shaft	5024	SF	$ 45.76	$ 229,922.00	APWA Specification 04 05 16	•Includes excavation; Class AA(AE) cement mix,	Sub
G-29	Masonry Curtain Walls	3618	SF	$ 57.25	$ 207,147.00	APWA Specification 04 05 16	•Includes masonry walls above bridge foundations that provide for the machine, electrical, and boiler rooms, sheet rock & paint	Sub
G-30	Roofing - Elevator Shaft	351	SF	$ 275.54	$ 96,713.00	APWA Specification 05 12 00	•Steel roofing	Sub
G-31	Wall Expansion Joint	120	LF	$ 107.58	$ 12,909.00	UDOT Section 05832	•Between abutment masonry and elevator shaft masonry •Assume EMSeal	Sub
G-32	Electrical	1	LS	$ 595,371.34	$ 595,371.34	APWA Specification 26 05 00	Includes elevator, mechanical, electrical room, stairway lighting & bridge lighting. Also service to Elevator shaft and boiler room	Sub
G-33	Snow Melt System - Hydronic	1	LS	$ 304,875.00	$ 304,875.00			Sub
G-34	Elevator System	1	LS	$ 404,223.46	$ 404,223.46	Thyssen-Krupp	•Does not include elevator shaft •Thyssen-Krupp standard size elevator •Includes installation of elevator HVAC, Jackhole & elevator cars system	Sub
G-35	Cold Weather Protection	1	LS	$ 80,897.69	$ 80,897.69		includes blankets, heaters, installation, maintenance & removals	
				SCHEDULE G SUBTOTAL	$ 5,914,440.69			
				SUBTOTAL	$ 7,308,702.03			
				INDIRECTS	$ 697,065.00			
				MARKUP (8%)	$ 640,461.36			
				TOTAL	$ 8,646,228.39			
	Early Work Package Amount							
Early Package Change Order 145	Relocate Buried Electric/Electric Connection, Relocate Buried Fiber Optic, Loop Buried Fiber Optic	1	LS	$ 96,386.42	$ 96,386.42	Provo Power	•UW-06 •See UT-06 •Includes trenching, conduit, and backfilling •Includes all costs associated with Provo Power coordination •Provo Power responsible for pulling line, connections, and transformer UW-04 •See UT-03 •Owners responsible for all relocation work •Potential owners: Zayo, Verizon, AT&T, Centracom, AF City Fiber •UW-04 •See UT-03 •Owners responsible for all relocation work •Potential owners: Zayo, Verizon, AT&T, Centracom, AF City Fiber •UW-07 •See UT-06 •Includes trenching and backfilling •Includes all costs associated with fiber owner coordination •Fiber owners responsible for conduit, pulling line, and connections	
Early Package Change Order 146	Relocate UTA Fiber	1	LS	$ 43,740.00	$ 43,740.00	Various Owners		
Early Package Change Order 147	Bore Conduit	1	LS	$ 13,401.05	$ 13,401.05	Lumen		
				CHANGE ORDER SUBTOTAL	$ 153,527.47			
	WORK PERFORMED & MATERIAL ORDERED Previously Paid by UTA - Credit							
	Amount Billed to UTA	1	LS		$ (967,684.92)			
					$ 7,678,543.47			
	Contingency Items							
	Provo City Permits	1	LS		$ 100,000.00			
	2022 Spec Contingency (5%)	1	LS					
	Change Order Contingency (10%)	1	LS				•For construction	

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EXHIBIT C

RFC Drawings

The complete set of drawings is incorporated by reference into this Exhibit C and may be found at:

\\capdev.uta.cog.ut.us\common\MSP Projects\MSP205 TIGER VIII First and Last mile projects\1 Management\1-3 Agreements\Construction (Granite)\Phase 2\Amend 22_Provo Ped Bridge Schedule B 2022\Amend 22\Exhibit C-RFC Drawings

RFC Drawings Folder Include:

PRO_OP_1 Bridge Structural Calculations

PRO_OP_1 Drainage Memo

PRO_OP_1 Elevator Shaft Structural Calculations

PRO_OP_1 Geotechnical Report

PRO_OP_1 Plans

PRO_OP_1 Seismic Design Strategy

PRO_OP_1 Bridge Special Provisions - Addendum 4 & 5 Update (1)

PRO_OP_1 Ad 1

PRO_OP_1 Plans Ad 2

PRO_OP_1 Plans Ad 3

PRO_OP_1 Add 4 & 5 Plans (1)

01601-Railroad Company Coordination Rev 1

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EXHIBIT D

Wage Determination

General Decision Number: UT180030 04/06/2018 UT30

Superseded General Decision Number: UT20170030

State: Utah

Construction Type: Heavy

County: Utah County in Utah.

Including Water and Sewer line and Natural Gas Pipeline Construction

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	04/06/2018

ENGI0003-021 07/01/2013

	Rates	Fringes
OPERATOR: Power Equipment		
(2a)Blade/Grader	$ 25.89	15.65
(3) Front End Loader (Over 5 cu. yds.)	$ 25.37	15.65
(4) Asphalt Paver, Front End Loader (2 to 5 cu. yds.), Oil Distributor, Scraper	$ 24.37	15.65
(5) Asphalt Roller, Bobcat/Skid loader, Front End Loader (Under 2 cu. yds.)	$ 23.37	15.65

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(6) Screed.....$ 22.41 15.65
(7) Roller(Dirt and Grade Compaction).....$ 21.50 15.65

ENGI0003-057 07/01/2013

Natural Gas Pipeline Construction Only

	Rates	Fringes
OPERATOR: Power Equipment		
Backhoe/Excavator/Trackhoe, Boom, Bulldozer, Front End Loader(3 yds. and over) Mechanic	$ 35.68	17.57
Front End Loader (Under 3 Yds.)	$ 29.69	15.09
Oiler	$ 22.03	11.88

ENGI0003-066 07/01/2013

Excluding Natural Gas Pipeline Construction

	Rates	Fringes
OPERATOR: Power Equipment		
(1) Mechanic	$ 27.55	15.65
(3) Backhoe/Excavator	$ 25.37	15.65
(4) Bulldozer	$ 24.37	15.65
(5) Oiler	$ 23.37	15.65

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* IRON0027-002 07/01/2017

	Rates	Fringes
IRONWORKER (Ornamental,Structural)	$ 27.18	20.55

IRON0847-001 08/01/2013

	Rates	Fringes
IRONWORKER, REINFORCING	$ 26.61	11.60

LABO0295-022 07/01/2014

Natural Gas Pipeline Construction Only

	Rates	Fringes
LABORER		
Common or General, Flagger and Pipelayer	$ 20.59	8.65
Formworker	$ 20.85	8.65

LABO0295-039 07/01/2014

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	Rates	Fringes
LABORER		
(1)Common or General and Flagger-Excluding NaturaL Gas Pipeline	$ 20.59	8.65
(3)Mason Tender (Cement/Concrete), Hand Held Saw, Jackhammer, Power Saw	$ 20.85	8.65
(5)Hand Held Drill	$ 21.65	8.65

TEAM0222-001 06/05/2017

NATURAL GAS PIPELINE CONSTRUCTION ONLY

	Rates	Fringes
TRUCK DRIVER		
Group 1: Articulated End Dump, Low Boy, Rollagon or Similar type Equipment, Truck Mechanic	$ 35.75	11.57
Group 2: A-Frame, Challenger(For transportation purposes), Forklift, Fuel Truck, Gin Pole, Rubber-Tired Tractor, Tandem Float (4 & 5 Axle), Track Truck/All-Track Dumper Equipment, Vacuum Truck, Winch Truck	$ 35.19	11.57
Group 3: Ambulance , Bus, Dump Truck (2 and 3 axle), Flatbed Truck (2 and 3 axle), Grease Truck, Hot Pass Truck (3 axle), Jeep, Pick-up, Single Axle Float (3 axle), Skid Truck (2 and 3 axle), Station Wagon, Stringer Bead & Hot Pass (2 axle), Swamp Buggy/ Marsh Buggy, or similar type equipment, Team Driver, Water Truck (2 and 3 axle).	$ 34.85	11.57

Premium Pay:

Add $2.25 to the above Rate for the following classifications

Group 1: Low Boy and Truck Mechanic
Group 2: Stringer Truck

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TEAM0222-021 07/01/2017

EXCLUDING NATURAL GAS PIPELINE CONSTRUCTION

	Rates	Fringes
TRUCK DRIVER (Articulated)	$ 24.64	11.47
TRUCK DRIVER (Concrete Pumping)	$ 22.30	11.47
TRUCK DRIVER (Dump Truck, Bottom-end or side)		
Less than 8 cu. yds.	$ 22.07	11.47
8 cu. yds. to less than 14 cu. yds.	$ 22.22	11.47
14 cu. yds. to less than 35 cu. yds.	$ 22.37	11.47
35 cu. yds. to less than 55 cu. yds.	$ 22.57	11.47
55 cu. yds. to less than 75 cu. yds.	$ 22.77	11.47
75 cu. yds. to less than 95 cu. yds.	$ 22.97	11.47
95 cu. yds. to less than 105 cu. yds.	$ 23.17	11.47
105 cu. yds. to less than 130 cu. yds.	$ 23.29	11.47
TRUCK DRIVER (Flat Rack, Bulk Cement, Semi-Trailers, Mud/Banding and Paint)		
Less than 10 tons	$ 21.97	11.47
10 tons to less than 15 tons	$ 22.12	11.47
15 tons to less than 20 tons	$ 22.22	11.47
20 tons and over	$ 22.37	11.47
Pickup Truck	$ 21.90	11.47
TRUCK DRIVER (Lowboy)	$ 25.14	11.47
TRUCK DRIVER (Oil Spreader)	$ 25.14	11.47
TRUCK DRIVER (Tiremen and Greaser)	$ 22.47	11.47
TRUCK DRIVER (Transit Mix)		
0 cu. yds. to 8 cu. yds.	$ 22.30	11.47
Over 8 cu. yds. to 14 cu. yds.	$ 22.40	11.47
TRUCK DRIVER (Water, Fuel & Oil Tank)		
less than 1,200 gal.	$ 21.95	11.47
1,200 gal. to less than 2,500 gal.	$ 22.07	11.47
2,500 gal. to less than 4,000 gal.	$ 22.22	11.47
4,000 gal. to less than 6,000 gal.	$ 22.52	11.47
6,000 gal. to less than 10,000 gal.	$ 22.77	11.47
10,000 gal. to less than		

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     15,000 gal.................$ 23.02           11.47
     15,000 gal. to less than
     20,000 gal.................$ 23.27           11.47
     20,000 gal. to less than
     25,000 gal.................$ 23.62           11.47
     25,000 gal. and over.......$ 23.77           11.47
---------------------------------------------------------------
  SUUT2008-042 08/19/2008

                                   Rates          Fringes

CARPENTER, Includes Form Work
(Excludes Natural Gas
Pipeline Construction Form
Work)..........................$ 12.21            0.45

CEMENT MASON/CONCRETE FINISHER...$ 16.42           2.85

ELECTRICIAN....................$ 23.74            7.64

LABORER:  Landscape............$  7.25            0.00

LABORER: Pipelayer (Excluding
Natural Gas Pipeline
Construction)..................$ 14.02            0.00

OPERATOR:  Crane...............$ 28.97            9.40

OPERATOR:  Trackhoe
(Excluding Natural Gas
Pipeline and Water/Sewer Line
Construction)..................$ 19.98            0.00

WATER & SEWER LINES:
Operator - Backhoe/Trackhoe....$ 17.41            5.28
---------------------------------------------------------------

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017.  If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking.  Additional information
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on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

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(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 1/25/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Kim Shanklin, Chief People Officer
PRESENTER(S): Kim Shanklin, Chief People Officer

TITLE:

UTA Policy - UTA.05.04 Administrative Employee Compensation Program

AGENDA ITEM TYPE:
UTA Policy

RECOMMENDATION:
Adopt UTA Policy UTA.05.04 Administrative Compensation Program with revisions as presented.

BACKGROUND:
UTA's compensation philosophy is to attract, motivate, and retain employees who support UTA's mission. UTA's compensation approach pairs a market-based structure with a pay for performance annual increase. Our goal is to compete in comparable markets for high performing employees and recognize that public service has rewards beyond a base pay.

Board Policy 1.1 - Process for Establishing Board Policies - requires new or revised UTA Policies to be presented to the Board of Trustees in a public meeting for review and approval. Staff is requesting a revision to UTA Policy UTA.05.04 previously adopted on April 14, 2022.

DISCUSSION:
This policy is being updated to reflect methodology changes to development of UTA's administrative salary structure in line with compensation best practices. These changes, while continuing to focus on labor market data, will improve transparency and understanding of the salary structure, and improve internal equity amongst jobs within the same salary grade.

ALTERNATIVES:

If the revised UTA.05.04 Administrative Employee Compensation Plan Policy is not adopted, the current, unrevised policy will remain in effect and UTA will continue to use the current compensation program in place, which may reduce UTA's ability to attract talent and remain competitive.

FISCAL IMPACT:
Included in UTA's 2023 operating budget.

ATTACHMENTS:
UTA.05.04 Administrative Employee Compensation Plan Policy

UTAH TRANSIT AUTHORITY POLICY

No. UTA.05.04

ADMINISTRATIVE EMPLOYEE COMPENSATION PLAN

1) Purpose.
Compensation Philosophy: UTA's compensation philosophy is to attract, motivate, and retain employees who support UTA's mission. UTA's compensation approach pairs a market-based structure with a pay for performance annual increase. Our goal is to compete in comparable markets for high performing employees and recognize that public service has rewards beyond a base salary. UTA strives to provide employees with competitive pay~~salary~~, benefits, and retirement programs that reflect current market practices and are fiscally responsible. UTA aims to provide employees with a superior work culture, career development, and the satisfaction of serving the public.

2) Definitions. For purposes of this policy, the following terms shall have the definitions and meanings below.

"Administrative Employee" means an employee of UTA in a position that is not covered by ~~the~~ a Collective Bargaining Agreement.

~~*"Authority"* means Utah Transit Authority.~~

~~*"Average of the Labor Market"* means plus or minus 15% from the Estimated Market Value.~~

"Bargaining Unit Employee" means an employee of Utah Transit Authority in a position that is covered by ~~the~~ a Collective Bargaining Agreement.

"Collective Bargaining Agreement" means an agreement between the Utah Transit Authority and ~~the Amalgamated Transit Union, Local 382~~any active bargaining agreement, as amended and in effect from time to time.

"Compensation Plan" means UTA's standard operating procedure ~~as defined in standard operating procedures that outline~~outlining the factors used to determine compensation for Administrative Employees.

~~*"Estimated Market Value (EMV)"* means the rate of pay for a job determined from applicable Labor Market data using the average of the salary survey median data points, or in the case of "Hot Jobs" using the average of the salary survey up to the 75th percentile data points.~~

"Executive" means Board of Trustees, Executive Director, and Chief Officers reporting directly to the Executive Director.

"Exempt" means an Administrative Employee who is exempt from the overtime provisions of the Fair Labor Standards Act.

"~~Goal Setting~~Performance Planning and Review" means the process through which employee's individual job performance is evaluated based on setting individual job related and development goals that align with UTA's Board, Agency Office, Service Unit, Department and/or Team goals.

"Hot Jobs" means ~~are~~ jobs that the hiring Executive and the Chief People Officer, or designee, have determined are hard to recruit and fill due to unique market forces for that specific profession/skillset; including very low unemployment rates, high level of job/position demand in the local market for the job type, high levels of turnover in the market for the job type, and/or highly specialized skills are required.

"Job" means a collection of tasks, duties and responsibilities assigned to one or more individuals.

"Labor Market" means compensation data collected from ~~wages for a job that considers~~ a combination of geographical, industrial, and/or occupational categories which is ~~data~~used to determine the market value of a job. Preferred labor markets include ~~preferably using data cuts from~~ transit, government and nonprofit.

~~*"Market Adjustment"* means a discretionary increase in an Administrative Employee's rate of pay based on new or updated market data which indicates a difference between the Administrative Employee's current rate of pay and the Average of the Labor Market.~~

"Merit Increase" means a discretionary increase in an Administrative Employee's rate of pay based on their individual performance documented through the ~~Goal Setting~~Performance Planning and Review process.

"Non-Exempt" means an employee who is not exempt from the overtime provisions of the Fair Labor Standards Act.

"Pay Grade ~~Lane~~" means the range of pay established for particular Jobs that outlines the minimum, mid-point, and maximum rate of pay. (Formerly known as Pay Lane.)

"Slotted" means a job is placed in ~~the~~ a Pay Grade ~~salary structure~~ by lining it up with other jobs deemed to be of comparable worth within the organization. This is generally done when no market data exists and/or internal equity is deemed a priority.

"Supervisor Starting Wage" means the starting pay for supervisory positions supervising bargaining unit employees.

"UTA" means Utah Transit Authority.

3) Policy.

~~The Authority's~~UTA's Compensation Plan is designed to pay compensation that is reflective of the market, nondiscriminatory, competitive, and internally equitable. All compensation policy decisions must be considered in light of ~~the Authority's~~UTA's overall financial condition and existing budgetary resources.

A. ~~Salary~~ Compensation Structure:

UTA administrative employee compensation ~~salary~~ structure is made up of Pay Grades ~~lanes~~ that are built based on relevant Labor M~~m~~arket data. UTA regularly relies on market data to ensure the pay structure is up to date and competitive. Jobs are placed in Pay Grades ~~Lanes~~ based on market data or slotted based on internal factors.

~~This structure does not apply to police officers, sergeants, or bargaining unit employees.~~

B. Job Review.

Job descriptions are created and updated to document the duties and minimum qualifications of a Job. Managers are required to ensure employees' job duties are accurately reflected within the job description, in accordance with People Office standard operating procedures. Compensation reviews are conducted and Jobs are accurately matched to Labor Market data or slotted according to internal factors and assigned to a Pay Grade ~~Lane~~.

C. Review.

A manager who feels the job description or Pay Grade are not representative of Job duties ~~is not satisfied with the results of a Job review or Pay Lane assignment~~ may appeal the decision as described in HR Administrative Compensation Plan SOP~~if he or she feels the job description or Pay Lane, or both are not representative of the Job duties~~.

D. New Administrative Employees.

Individuals accepting a new position will ~~must~~ be compensated at a rate of pay that is at least the minimum of the Pay Grade ~~Lane~~ for the position up to the midpoint of the Pay Grade ~~Lane or the minimum of the Average of the Labor Market up to the EMV.~~

Compensation for a new Administrative Employee above the Pay Grade~~Lane~~ minimum ~~or minimum of the Average of the Labor Market,~~ is subject to a review for internal equity or equal pay issues as defined in People Office standard operating procedures. New Employees will not be offered a starting salary above the midpoint of the Pay Grade ~~Lane or the EMV~~.

E. Annual Review.

An Administrative Employee's immediate supervisor is responsible for conducting a performance review in accordance with ~~pursuant to the Authority~~UTA's Performance Planning and Review ~~Goal Setting and Review~~ Policy at least annually. Administrative Employees may be eligible for an annual Merit Increase based on their individual performance documented through the ~~Goal Setting and Review~~Performance Planning and Review process. A pay adjustment ~~Market Adjustment~~ may also be made when, as a result of modifications to a Pay Grade, an Administrative Employee's rate of pay is below the minimum of their assigned Pay Grade ~~significantly below the minimum of the Average of the Labor Market.~~

Additional Compensation

1. Overtime
   a. Non-Exempt Administrative Employees.

   Non-Exempt Administrative Employees will be paid overtime compensation at the rate of one- and one-half times their regular hourly rate for work in excess of forty (40) hours in a work week as defined in the Administrative Employee Work Week and Schedule Policy ~~6.7.1.2~~. All overtime must be approved and authorized in

advance by the Administrative Employee's manager. Non-Exempt Administrative Employees are not permitted to work unauthorized overtime.

b. Exempt Administrative Employees.
Exempt Administrative Employees are not eligible for overtime pay.

~~F. Compensatory Time./ Compensatory Overtime~~
~~Compensatory time off for non-exempt employees may be granted in the same work week to reduce the hours worked in that work week to forty (40) or less.~~

~~G.~~F. Confidentiality.
Individual employee compensation information should be protected as confidential unless disclosure is required by state or federal law.
~~Except as deemed public under the Government Records Access and Management Act~~Utah State Law~~, individual employee compensation is confidential.~~

~~H.~~G. Policy Exceptions.
Any exceptions or deviations from this policy require a written business case to be evaluated and approved by both the Chief People Officer as well as the department's Chief Officer. For the Office of the Board of Trustees, exceptions will be approved by the Chief People Officer and the Chair of the Board. The Board of Trustees will be notified of the exception, along with a summary of the business case, within five business days of the exception decision. Exception or deviations applying to the Executive Director or Chief Officers will be approved by the Board of Trustees.

4) Cross-References.
- ~~Utah Code Ann. §63G-2-101 et seq. - Utah Government Records Access and Management Act~~
- Utah Code §67-3-12 - Utah Public Finance Website -- Establishment and Administration -- Records Disclosure
- 29 USC 203 – Labor; Definitions
- UTA Corporate Policy No. 6.7.1.2 – Administrative Employee Work Week and Schedule
- UTA Corporate Policy No. 6.7.2.1 – Administrative Job Evaluation, Job Recruitment, and Job Reassignment
- UTA Corporate Policy No. 6.7.3.1 – Performance Planning and Review

This UTA Policy was reviewed by UTA's Chief Officers on 12/07/2022 approved by the Board of Trustees on _____ and approved by the Executive Director on _____. This policy takes effect on the latter date.

_____	_____
Kim Shanklin, Chief People Officer Accountable Executive	Jay Fox Executive Director

Approved as to form and content:

Counsel for the Authority

History

Date	Action	Owner
12/12/2005	Adopted – Corporate Policy 6.7.5.1 Compensation Policy	Chief People Officer
10/29/2007	Revised – Corporate Policy 6.7.5.1 Compensation Policy	Chief People Officer
01/16/2008	Revised – Corporate Policy 6.7.5.1 Compensation Policy	Chief People Officer
11/16/2010	Revised to add provisions for overtime during a Proclamation of Local Emergency – Corporate Policy 6.7.5.1 Compensation Policy	Chief People Officer
11/18/2014	Revised the new Administrative Employee starting pay rate and other modifications – Corporate Policy 6.7.5.1 Compensation Policy	Chief People Officer
05/16/2015	Revised – Corporate Policy 6.7.5.1 Compensation Policy	Chief People Officer
04/13/2022	Board Approved – UTA.05.04 Administrative Employee Compensation Plan Policy	Chief People Officer
04/14/2022	Adopted – UTA.05.04 Administrative Employee Compensation Plan Policy	Chief People Officer
04/14/2022	Rescinded –Corporate Policy 6.7.5.1 - Compensation Policy	Chief People Officer
	Revised – UTA.05.04 Administrative Employee Compensation Plan	Chief People Officer
	Board Approved – UTA.05.04 Administrative Employee Compensation Plan	Chief People Officer
	Adopted – UTA.05.04 Administrative Employee Compensation Plan Policy	Chief People Officer

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 1/25/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Mary DeLoretto, Chief Service Development Officer
PRESENTER(S):	William Greene, Chief Financial Officer Paul Drake, Director Real Estate and TOD

TITLE:

TBA2023-01-01 - Technical Budget Adjustment - FTE Request for Facilities Development Team

AGENDA ITEM TYPE:
Other Approval

RECOMMENDATION:
Approve staffing request to add two Full Time Employees (FTEs) to the Real Estate Department to more adequately address the planning and administration of agency facilities.

BACKGROUND:
As UTA's service expands to meet the growing needs of the region, so do its requirements for additional and upgraded facilities. Existing facilities need to be analyzed and managed appropriately to optimize their effectiveness. Many of the agency's needs are not currently being fully addressed, and ownership of critical decisions regarding the use, expansion, construction, and management of agency facilities is fragmented.

To consolidate these decisions with other Real Estate functions, and ensure the timely update, upgrade, or scheduled renovation of these assets and their components, it has been determined that a group should be formed and dedicated to the planning and administration of agency facilities.

DISCUSSION:
Last spring, under guidance of UTA's Executive Director, the Organization undertook a review of current practices looking for cross functional near-term improvements consistent with the Budget Framework.

This resulted in the identification of seven major Strategic Initiatives that were identified for inclusion in the2023 Budget or would be more fully developed for implementation in the future. One of the seven initiatives was the development and implementation of a Real Estate Strategy.

The initial effort required of this team will include establishing a refined, comprehensive Facilities Master Plan, describing the state of the agency's existing facilities, and identifying current and future needs. This plan is intended to guide immediate space allocation as well as the agency's short- and long-term investment decisions.

The team will establish and enforce workspace standards and policies and regularly coordinate with UTA leadership and business units throughout the system to identify and meet facility needs. They will oversee the implementation of projects identified in the Facilities Master Plan and evaluate internal requests for appropriate use of agency buildings and real property.

To meet the immediate need, two FTEs will be required, including a Facilities Development Manager and a Facilities Development Strategist.

ALTERNATIVES:
Continue with the current state and seek funding in 2024. Delaying the hiring of these employees would delay the initiation of planning and ultimate implementation of critical actions affecting UTA's ability to provide high quality service.

FISCAL IMPACT:
This request will be covered by existing budget authority due to projected underruns in the department budget and direct charges to capital projects. There is no impact to the existing budget or adopted fund balances. Ongoing costs for personnel would be added to the department base operating budget in years 2024 and beyond.

ATTACHMENTS:
Technical Budget Adjustment Exhibit A

Technical Budget Adjustment Staffing
Exhibit A

25-Jan-23

Request							
Position	**Office**	**Department**	**FTE**	**2023 cost**	**Ongoing cost**	**Funding Program**	**Information**
Facilities Development Manager	Service Development	Real Estate and TOD	1.0	$ 102,000	$ 122,400	Operating and Capital	Leads the Facilities Development team. Establishes policy and processes for the planning, prioritization, budgeting, implementation, and administration of UTA facilities.
Facilities Development Strategist	Service Development	Real Estate and TOD	1.0	$ 79,050	$ 91,800	Operating and Capital	Maintains a Strategic Master Plan for UTA facilities consistent with the agency's Long Range Transit Plan. Assists Manager in establishing workspace standards. Identifies and coordinates high-priority facilities development projects.
		Total Technical Budget Adjustment	**2.0**	**$ 181,050**	**$ 214,200**		

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 1/25/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Paul Drake, Director of Real Estate & TOC
PRESENTER(S):	Jordan Swain, TOC Project Manager
	Paul Drake, Director of Real Estate & TOC

TITLE:

Station Area Plans

- **Farmington Frontrunner**
- **1300 South TRAX**
- **Lehi Frontrunner**

AGENDA ITEM TYPE:
Discussion

RECOMMENDATION:
It is recommended that the station area plans for Farmington Frontrunner, Ballpark, and Lehi Frontrunner be presented to the Local Advisory Council to receive recommendation.

BACKGROUND:
Farmington Frontrunner: The Farmington Frontrunner Station Area Plan was initiated by Farmington City, in collaboration with UTA, in 2020. Said plan was funded by the Transportation Land Use Connection (TLC) Program, facilitated by Wasatch Front Regional Council (WFRC). GSBS was selected as the project consultant through a competitive Request for Proposals (RFP) process, also facilitated by WFRC. This plan has officially been adopted by Farmington City.

Ballpark: The Ballpark (1300 South TRAX) Station Area Plan was initiated by Salt Lake City, in collaboration with UTA, in 2021. Said plan was funded by the TLC Program, in addition to a local contribution from Salt Lake City. GSBS was selected as the project consultant through a competitive RFP process, also facilitated by WFRC. This plan has officially been adopted by Salt Lake City.

Lehi Frontrunner: The Lehi Frontrunner Station Area Plan was initiated by Lehi City, in collaboration with UTA, in 2022. Said plan was funded by UTA, with a local contribution from Lehi City. Design Workshop was selected as the consultant through a RFB (Request for Bids) process, facilitated by UTA. This plan has been reviewed by

the Lehi Planning Commission, has received a positive recommendation, and will be formally reviewed and possibly be adopted by the Lehi City Council on January 10th.

DISCUSSION:

Farmington Frontrunner: The subject planning area is comprised of two sub areas; the Station Park area, and the North Station Area north of Park Lane, the total area being 550 acres.

- It is recommended by the plan that the current UTA park & ride facilities be reduced from 853 to 264 structured parking stalls. Such a reduction will require further negotiations with UDOT, due to a reversionary clause contained in the respective deed.

Ballpark: The subject planning area covers an area approximately ½ mi from the 1300 South Ballpark TRAX Station. The following recommendations:

- The existing bus loop would be closed, and the existing park & ride stalls reduced and integrated into future transit-oriented development. The number of park & ride stalls to be integrated will be identified during a rigorous parking analysis, performed at a future time, when the property redevelops.
- As an alternative to the bus loop, it is recommended that infrastructure along 1300 South be enhanced to allow convenient and safe boarding and alighting for UTA patrons.
- The platform would be enhanced by adding side-loading platforms to the west and east of the existing platform. Doing so will create an intuitive and safer environment for UTA patrons.

Lehi: The subject planning area covers an area approximately ½ mi from the Lehi Frontrunner station, including areas recognized as Thanksgiving Point. The following recommendations:

- The existing bus loop would be closed, and the existing park & ride be reduced to approximately 300 stalls that are integrated into future transit-oriented development.
- It is recommended that the bus loop be reconfigured to allow future BRT routes to be properly integrated into future transit-oriented development in a way that makes them maximally accessible from both the development and Frontrunner Platform.
- Uses that are considered appropriate for the site are: 200 residential units, 270,000 Sqft. Office, and approximately 50,000 Sqft of Retail space.

ALTERNATIVES:

It is possible that modifications be made to any of the included plans prior to presenting them to the Local Advisory Council. Because these plans have been adopted by each respective city, doing so would likely require some formal amendment process.

FISCAL IMPACT:
There is no immediate fiscal impact from these plans.

ATTACHMENTS:

1. Farmington Station Area Plan
2. Ballpark Station Area Plan
3. Lehi Station Area Plan

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 1/25/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Nichol Bourdeaux, Chief Planning and Engagement Officer
PRESENTER(S):	Eric Callison, Service Planning Manager Megan Waters, Community Engagement Director

TITLE:

2023-2027 UTA Five-Year Service Plan Final Draft Update

AGENDA ITEM TYPE:
Discussion

RECOMMENDATION:
Informational item for discussion

BACKGROUND:
Per UTA Board of Trustees Policy No. 3.2 and in compliance with Utah State law, the UTA Five-Year Service Plan (5YSP) is updated every two years. The UTA Local Advisory Council reviews, approves and recommends the plan for adoption by the UTA Board of Trustees. The following presentation regarding the 5YSP have been provided:

- UTA Board of Trustees on September 28, 2022: Five-Year Service Plan Draft Network
- UTA Local Advisory Council on November 2, 2022: Five-Year Service Plan Draft Network
- UTA Board of Trustees on December 7, 2022: 2023-2027 UTA Five-Year Service Plan Final Draft Network

In September 2022, UTA began community engagement efforts as part of the development of the 5YSP which included a community and stakeholder survey, and community roadshows with local government and stakeholder presentations. The official public comment period began on December 7th and concluded on January 23rd.

Based upon final community and stakeholder feedback received, UTA Service Planning has developed a 2023-2027 UTA Five-Year Service Plan Final Draft. The final draft is phased by year from 2023-2027 and includes

annual estimates for additional service hours and miles. Fiscal impacts will be evaluated on an annual basis as part of UTA's annual budget in process, including available funding for service implementation and other resources such as operator staffing levels.

Once approved, proposed changes in the 5YSP will enter UTA's annual budgeting process and be further vetted for resource availability and operational feasibility. Additional service changes may be presented to the board during the annual service process prior to change day, along with Title VI information.

DISCUSSION:

UTA staff will present on the current state of the 2023-2027 UTA Five-Year Service Plan Final Draft, Community Engagement efforts and feedback received.

- 2023-2027 UTA Five-Year Service Plan Final Draft
    - Annual service changes
    - Changes made to the Final Draft Network
    - Increase to annual operating hours
    - Longer Term Vision Items (to be included in the UTA Long Range Transit Plan)
- Community Engagement Efforts
    - Public survey
    - Public Comment efforts
    - Virtual public meeting
    - Stakeholder communications
    - Major themes and trends from the Public Comment period
- Next Steps
    - UTA Local Advisory Approval (February 15, 2023)
    - UTA Board of Trustee Adoption (March 8, 2023)

ALTERNATIVES:

The Board may request adjustments to the plan being considered.

FISCAL IMPACT:

- Staff time only to create Five Year Service Plan
- Final proposed added hours (2023-2027) = 400,627
- Final proposed added miles (2023-2027) = 3,814,553
- Fiscal impact of the 5YSP implementation is vetted through UTA's annual budget process.

ATTACHMENTS:

None

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 1/25/2023

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	William Greene, Chief Financial Officer
PRESENTER(S):	Tracy Young, Grants Director Administrator Alma Haskell, Grant Development

TITLE:

Discretionary Grants Update

AGENDA ITEM TYPE:
Discussion

RECOMMENDATION:
Information for discussion

BACKGROUND:
Since the October 2022 Board Presentation, two grants have been selected for award and 14 are in the approval and selection process.

DISCUSSION:
Tracy Young UTA Grants Director and Alma Haskell Grant Development Administrator will give an update on grants selected for award and grant submittals awaiting selection since October 2022

ALTERNATIVES:
N/A

FISCAL IMPACT:
Local match for the awarded and requested grants will come from existing approved UTA capital project or operating

budgets and project partner funds.

ATTACHMENTS:
N/A