



Utah Transit Authority

Board of Trustees

REGULAR MEETING AGENDA

669 West 200 South
Salt Lake City, UT 84101

Wednesday, September 28, 2022 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 September 14, 2022, Board Meeting Minutes
6. **Reports**
 - a. Executive Director's Report Jay Fox
 - Rail Apprenticeship Program Approved by Department of Labor
 - Service Adjustments
 - Radio Communications - WiFi
 - Executive Director Team Award
 - b. Financial Report - July, 2022 Bill Greene
Daniel Hofer
7. **Contracts, Disbursements and Grants**
 - a. Contract: Offsite Civil Work (Rocky Mountain Power) David Osborn
 - b. Contract: Primary Server and Data Storage Replacement (Cache Valley Electric) Kyle Brimley
 - c. Contract: Task Ordering Agreement for TOD Station Area Planning Consultant Pools A, C, D (Design Workshop, Inc.) Jordan Swain

- | | | |
|------------|--|-----------------------------------|
| d. | Contract: Task Ordering Agreement for TOD Station Area Planning Consultant Pools A, C, F (IBI Group) | Jordan Swain |
| e. | Change Order: On-Call Infrastructure Maintenance Contract Task Order #22-72 - 11000 S Grade Crossing Replacement (Stacy and Witbeck, Inc) | Jared Scarbrough
Kyle Stockley |
| f. | Change Order: On-Call Infrastructure Maintenance Contract Task Order #22-73 - 700 East Kimballs Lane Grade Crossing Replacement (Stacy and Witbeck, Inc) | Jared Scarbrough
Kyle Stockley |
| g. | Change Order: On-Call Infrastructure Maintenance Contract Task Order #22-80 - 2022 Phase 2 Grade Crossing Material Procurement (Stacy and Witbeck, Inc) | Jared Scarbrough
Kyle Stockley |
| h. | Change Order: TRAX and Commuter Rail Car Cleaning Contract - Last Option Year (Image Property Services) | Benjamin Adams
Marco Gamonal |
| i. | Pre-Procurements
- Holiday Employee Gift Cards
- Bus Stop Sign Poles
- South Valley Commuter Rail Environmental Study | Todd Mills |
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| 8. | Service and Fare Approvals | |
| a. | Fare Agreement: Special Events Pass (The Church of Jesus Christ of Latter-day Saints) | Kensey Kunkel |
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 | | |
| 9. | Budget and Other Approvals | |
| a. | TBA2022-09-01 - Technical Budget Adjustment Authorizing the Addition of Two Full Time Employees to Support UTA Grant Management | Bill Greene |
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 | | |
| 10. | Discussion Items | |
| a. | UTA Five-Year Service Plan Draft Network | Megan Waters
Eric Callison |
| b. | 2022-2023 UTA Insurance Renewal Discussion | Dave Pitcher |
|
 | | |
| 11. | Other Business | Chair Carlton Christensen |
| a. | Next Meeting: Wednesday, October 12th, 2022 at 9:00 a.m. | |

12. Adjourn

Chair Carlton Christensen

Meeting Information:

- Members of the Board of Trustees and meeting presenters will participate in person, however trustees may join electronically as needed with 24 hours advance notice.
 - For in-person attendance please consider current CDC COVID-19 guidelines and do not attend if you are not feeling well.
 - Meeting proceedings may be viewed remotely by following 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 .
 - Public Comment may also be given through alternate means. See instructions below .
- o Comment online at <https://www.rideuta.com/Board-of-Trustees>
 - o Comment via email at boardoftrustees@rideuta.com
 - o Comment by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – specify that your comment is for the board meeting.
 - o Comments submitted before 2:00 p.m. on Tuesday, September 27th will be distributed to board members prior to the meeting.
- Motions, including final actions, may be taken in relation to any topic listed on the agenda .
 - 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.



U T A

Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 9/28/2022

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

TITLE:

Approval of September 14, 2022, Board Meeting Minutes

AGENDA ITEM TYPE:

Minutes

RECOMMENDATION:

Approve the minutes of the September 14, 2022, 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 September 14, 2022 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/780355.html>](https://www.utah.gov/pmn/sitemap/notice/780355.html) and video feed is available through the [UTA Board Meetings page <https://rideuta.com/Board-of-Trustees/Meetings>](https://rideuta.com/Board-of-Trustees/Meetings).

ATTACHMENTS:

1. 2022-09-14_BOT_Minutes_unapproved



Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Wednesday, September 14, 2022

9:00 AM

FrontLines Headquarters

Present: Trustee Jeff Acerson
Chair Carlton Christensen
Trustee Beth Holbrook

1. Call to Order and Opening Remarks

Chair Carlton Christensen welcomed attendees and called the meeting to order at 9:00 a.m.

2. Pledge of Allegiance

Attendees recited the Pledge of Allegiance.

3. Safety First Minute

Bill Greene, UTA Chief Financial Officer, provided a brief safety message.

4. Public Comment

No in-person public comment was given and no online public comment was received for the meeting.

5. Consent

a. Approval of August 24, 2022, Board Meeting Minutes

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

6. Reports

a. Executive Director's Report

- **Commendation - Cindy Medford**
- **Upcoming Employee Town Hall**
- **Upcoming Electrification Forum**

Upcoming Employee Town Hall

Jay Fox, UTA Executive Director, spoke about a virtual town hall for UTA employees that will be held September 21, 2022. The town hall will emphasize diversity, inclusion, and belonging in the workplace.

Upcoming Electrification Forum

Mr. Fox mentioned the upcoming electrification forum UTA is hosting on September 23, 2022. The agenda will focus on the movement toward electrification in transportation and what can be done to plan for it. Participants include UTA partners, elected officials, and community leaders.

Commendation - Cindy Medford

Mr. Fox was joined by Nichol Bourdeaux, UTA Chief Planning & Engagement Officer. Ms. Bourdeaux recognized Cindy Medford, UTA Manager of Customer Service, for her 30 years of service to the agency.

Report on Direction or Authorization to Proceed (DAP)

Mr. Fox was joined by David Hancock, UTA Director of Capital Development, and Grey Turner, UTA Manager - Civil Engineering & Design. Per Board Policy 2.2, Mr. Hancock reported that an emergency not-to-exceed \$520,000 DAP was issued to Granite Construction for the 300 North pedestrian bridge project, which is part of the TIGER program of projects. The DAP was issued to procure needed materials and meet project deadlines for the elevator structure portion of the project. A formal change order for the work is being negotiated. Once the final amount is agreed upon, the change order will be presented to the board for approval.

Discussion ensued. Questions on the materials acquisition, change order negotiation process, and integrity of the steel that is being installed on the bridge were posed by the board and answered by staff. Chair Christensen requested more advanced notice on issues such as this in the future.

b. Pension Committee Report

Trustee Jeff Acerson was joined by Mr. Greene. Trustee Acerson reported the UTA employee pension has been affected by the downturn in the financial market and is no longer two years ahead of the full funding schedule. The pension committee is preparing to invest in other options that are expected to yield a higher return. The committee also opted to increase the amount of cash in the pension fund from 0-5% to 5-10% to allow more flexibility in investment opportunities.

Discussion ensued. Questions on sources for the cash funding and impacts of a potential increase in Federal Reserve interest rates were posed by the board and answered by Trustee Acerson and Mr. Greene.

7. Contracts, Disbursements and Grants

a. Change Order: On-Call Infrastructure Maintenance Contract Task Order #22-69 - 12300 South Grade Crossing Replacement (Stacy and Witbeck)

Jared Scarbrough, UTA Director of Capital Construction, was joined by Kyle Stockley, UTA Rail Infrastructure Project Manager, for the discussion on the three agenda items related to grade crossing replacements.

Mr. Stockley requested the board approve a \$280,384 change order to the on-call infrastructure maintenance contract with Stacy and Witbeck for the 12300 South grade crossing replacement.

Discussion ensued. Questions on materials used and life expectancy of the replacement were posed by the board and answered by staff.

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.

b. Change Order: On-Call Infrastructure Maintenance Contract Task Order #22-71 - 10600 South Grade Crossing Replacement (Stacy and Witbeck)

Mr. Stockley requested the board approve a \$281,989 change order to the on-call infrastructure maintenance contract with Stacy and Witbeck for the 10600 South grade crossing replacement.

Discussion ensued. A question on the age of the existing rail was posed by the board and answered by staff.

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

c. Change Order: On-Call Infrastructure Maintenance Contract Task Order #22-74 - 12000 South Grade Crossing Replacement (Stacy and Witbeck)

Mr. Stockley requested the board approve a \$218,639 change order to the on-call infrastructure maintenance contract with Stacy and Witbeck for the 12000 South grade crossing replacement.

The total contract value, including the three change orders discussed in today's meeting, is \$20,664,463.

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.

d. Pre-Procurements
- Vehicle Leases

Todd Mills, UTA Director of Supply Chain, was joined by Troy Bingham, UTA Comptroller, and Brad Patterson with Gillmore Bell. Mr. Mills summarized the vehicle lease procurement. Mr. Bingham then provided more detailed information on the procurement, explaining UTA plans to contract with a firm to provide lease financing for all buses, cutaways buses, vanpool vans, and non-revenue vehicles purchased over the next five years.

Discussion ensued. Questions on interest rates in the lease, implications for bonding, and potential vendor pool were posed by the board and answered by Mr. Bingham and

Mr. Patterson.

8. Service and Fare Approvals

a. Fare Agreement: Special Event Agreement (University of Utah)

Kensley Kunkel, UTA Manager of Business Development - Sales, requested the board approve a three-year special event fare agreement with the University of Utah. The agreement would allow tickets to specific events listed in the contract to be valid fare on UTA services on the day of the event (ski, paratransit, and Park City-Salt Lake City Connect services are not included). The agreement also provides a price structure for ticket-as fare service to additional events not specifically identified in the contract. The total contract value is \$1,275,000.

Discussion ensued. Questions on payment for events that have occurred since the previous contract expired and the inclusion of operations costs for large events in the pricing were posed by the board. Ms. Kunkel responded that ticket-as-fare events held during the gap between the expiration of the previous contract and the execution of the current contract will be paid for by the University of Utah. She also informed the board that the contract currently being approved is only for ticket-as-fare pricing and does not contemplate additional operations costs for increased service at large events. Possible reimbursement for added service at such events would need to be addressed separately.

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

9. Other Business

- a. Next Regular Meeting: Wednesday, September 28th, 2022 at 9:00 a.m.

10. Closed Session

a. Strategy Session to Discuss Collective Bargaining

Chair Christensen indicated there were matters to be discussed in closed session related 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.

Chair Christensen called for a short recess at 9:40 a.m. and the meeting reconvened in closed session at 9:46 a.m.

11. Open Session

The board returned to open session at 10:14 a.m.

12. Adjourn

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, to adjourn the meeting. The motion carried by a unanimous vote and the meeting was adjourned at 10:14 a.m.

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

This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials, audio, or video located at <https://www.utah.gov/pmn/sitemap/notice/780355.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



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 9/28/2022

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

TITLE:

Executive Director's Report

- Rail Apprenticeship Program Approved by Department of Labor
- Service Adjustments
- Radio Communications - WiFi
- Executive Director Team Award

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.

- Discuss approved Rail Apprenticeship Program (Kim Shanklin, Stacey Palacios, Mitch Holmes)
- Discuss service adjustments (Cherryl Beveridge, Nichol Bourdeaux)
- WiFi improvements (Alisha Garrett, Jarvie Curtis)
- ED Team Award - The Boneyard Bunch (Cherryl Beveridge, Alisha Garrett)



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 9/28/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Bill Greene, Chief Financial Officer
PRESENTER(S): Bill Greene, Chief Financial Officer
Dan Hofer, Director of Capital Assets & Project Controls

TITLE:

Financial Report - July, 2022

AGENDA ITEM TYPE:
Report

RECOMMENDATION:
Informational report for discussion

BACKGROUND:

The Board of Trustees Policy No. 2.1, Financial Management, directs the Chief Financial Officer to present monthly financial statements stating the Authority's financial position, revenues, and expense to the Board of Trustees as soon as practical with monthly and year-to-date budget versus actual report to be included in the monthly financial report. The July 2022 Monthly Financial Statements have been prepared in accordance with the Financial Management Policy and are being presented to the Board. Also provided, is the monthly Board Dashboard which summarizes key information from the July 2022 Monthly Financial Statements.

DISCUSSION:

At the September 28 meeting, the Chief Financial Officer will review the Board Dashboard key items, passenger revenues, sales tax collections and operating expense variances and receive questions from the Board of Trustees. The Director of Capital Assets and Project Controls will also review the status of capital projects and receive questions from the Board of Trustees.

ALTERNATIVES:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

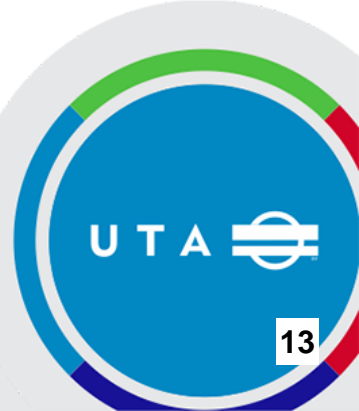
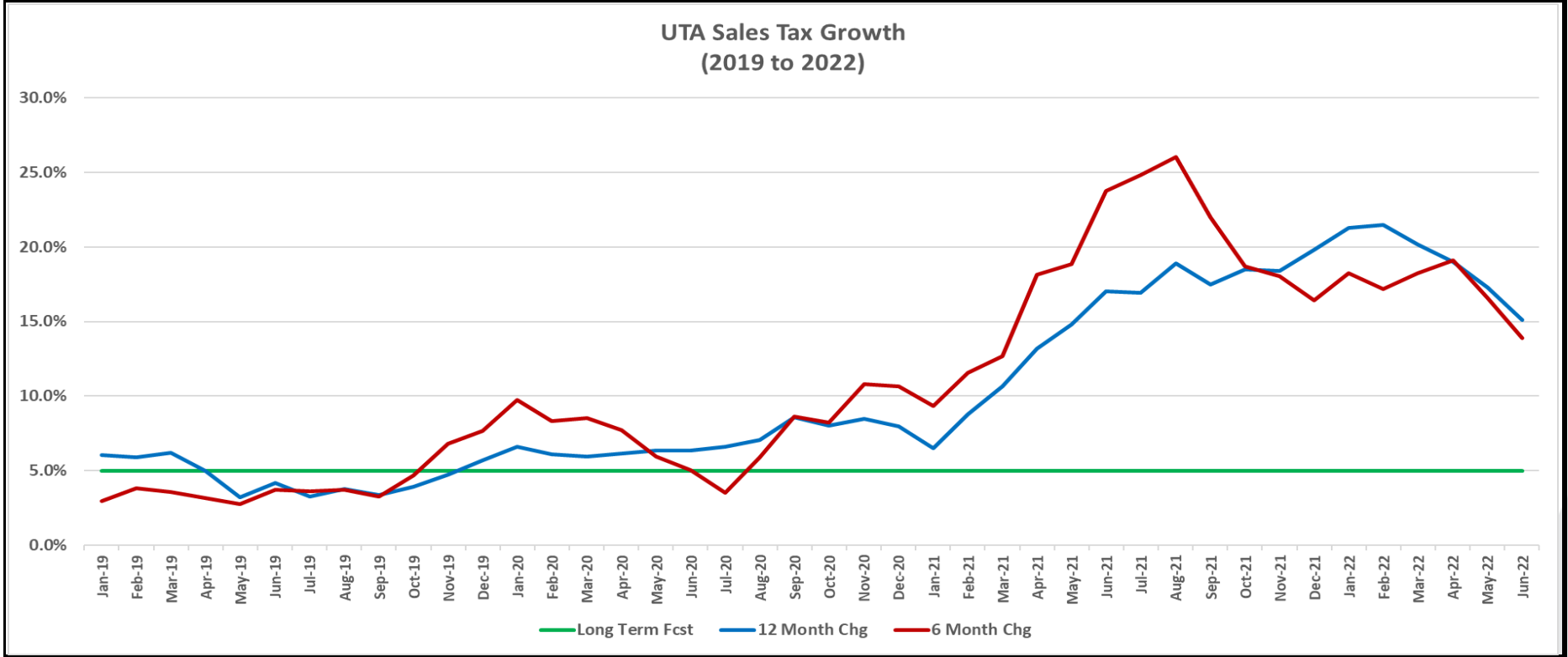
- July 2022 Board Dashboard
- July 2022 Monthly Financial Statements

UTA Board Dashboard

July 2022

UTAH TRANSIT AUTHORITY

Financial Metrics	Fav/ (Unfav)				Fav/ (Unfav)			
	July Actual	July Budget		%	YTD Actual	YTD Budget		%
Sales Tax (June '22 mm \$)	\$ 47.1	\$ 44.5	\$ 2.58	5.8%	\$ 236.2	\$ 211.3	\$ 24.94	11.8%
Fare Revenue (mm)	\$ 4.0	\$ 2.8	\$ 1.16	41.2%	\$ 20.2	\$ 19.6	\$ 0.58	2.9%
Operating Exp (mm)	\$ 27.9	\$ 29.6	1.65	5.6%	\$ 195.5	\$ 207.2	\$ 11.74	5.7%
Subsidy Per Rider (SPR)	\$ 9.93	\$ 13.25	\$ 3.32	25.1%	\$ 9.98	\$ 13.25	\$ 3.27	24.7%
UTA Diesel Price (\$/gal)	\$ 3.97	\$ 2.75	\$ (1.22)	-44.4%	\$ 3.88	\$ 2.75	\$ (1.13)	-41.0%
Operating Metrics	July Actual	Jul-21	F/ (UF)	%	YTD Actual	YTD 2021	F/ (UF)	%
Ridership (mm)	2.41	1.92	0.5	25.3%	17.57	12.44	5.1	41.2%
Alternative Fuels	CNG Price (Diesel Gal Equiv)		\$ 1.80					



	2022 YTD ACTUAL	2022 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
1 Operating Revenue	\$ (21,453,760)	\$ (20,380,799)	\$ 1,072,961	5%
2 Operating Expenses	195,457,664	207,199,377	11,741,713	6%
3 Net Operating Income (Loss)	<u>(174,003,904)</u>	<u>(186,818,578)</u>	<u>12,814,674</u>	<u>7%</u>
4 Capital Revenue	(76,188,308)	(141,655,590)	(65,467,281)	-46%
5 Capital Expenses	99,714,678	187,056,395	87,341,717	47%
6 Net Capital Income (Loss)	<u>(23,526,370)</u>	<u>(45,400,805)</u>	<u>21,874,435</u>	<u>48%</u>
7 Sales Tax	(266,529,068)	(244,169,000)	22,360,068	9%
8 Other Revenue	(214,819,867)	(150,657,504)	64,162,363	43%
9 Debt Service	48,335,753	49,044,205	708,452	1%
10 Sale of Assets	3,207,354	-	(3,207,354)	
11 Net Non-Operating Income (Loss)	<u>429,805,828</u>	<u>345,782,299</u>	<u>84,023,529</u>	<u>24%</u>
12 Contribution to Cash Balance	<u>\$ 232,275,554</u>	<u>\$ 113,562,916</u>	<u>\$ 118,712,638</u>	<u>105%</u>
13 Amortization	6,323,072			
14 Depreciation	81,287,165			
15 Total Non-cash Items	<u>\$ 87,610,237</u>			

STATISTICS

RIDERSHIP

2021 Actual	July 2022	July 2021	Difference	2022 YTD	2021 YTD	Difference
16 23,961,002	2,411,455	1,926,583	484,872	17,570,247	12,462,903	5,107,344

OPERATING SUBSIDY PER RIDER -

	SPR
17 Net Operating Expense	\$ 195,457,664
18 Less: Passenger Revenue	- (20,193,760)
19 Subtotal	175,263,904
20 Divided by: Ridership	÷ 17,570,247
21 Subsidy per Rider	<u>\$ 9.98</u>

SUMMARY FINANCIAL DATA
(UNAUDITED)
As of July 31, 2022

EXHIBIT 1-2

BALANCE SHEET

	<u>7/31/2022</u>	<u>7/31/2021</u>
CURRENT ASSETS		
1 Cash	\$ 35,815,800	\$ 25,271,358
2 Investments (Unrestricted)	530,515,984	290,175,002
3 Investments (Restricted)	103,048,173	112,741,631
4 Receivables	71,843,942	70,838,692
5 Receivables - Federal Grants	4,007,470	67,132,482
6 Inventories	36,754,058	34,808,938
7 Prepaid Expenses	(117,413)	304,221
8 TOTAL CURRENT ASSETS	<u>\$ 781,868,014</u>	<u>\$ 601,272,324</u>
9 Property, Plant & Equipment (Net)	2,920,072,488	2,891,360,212
10 Other Assets	127,822,854	145,516,965
11 TOTAL ASSETS	<u>\$ 3,829,763,356</u>	<u>\$ 3,638,149,501</u>
12 Current Liabilities	61,730,780	64,793,758
14 Net Pension Liability	90,642,486	96,783,597
15 Outstanding Debt	2,363,210,735	2,406,501,288
16 Net Investment in Capital Assets	715,702,750	689,361,441
17 Restricted Net Position	38,669,705	26,258,032
18 Unrestricted Net Position	559,806,900	354,451,385
19 TOTAL LIABILITIES & EQUITY	<u>\$ 3,829,763,356</u>	<u>\$ 3,638,149,501</u>

RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION

RESTRICTED RESERVES		
20 Debt Service Reserves	\$ 3,253	\$ 26,877
21 2010/2015 Bond DSR Proceeds	145	550,651
22 2018 Bond Proceeds	5,253,386	13,268,724
23 2019 Bond Proceeds	42,986,230	64,293,642
24 Debt Service Interest Payable	20,293,228	15,415,571
25 Risk Contingency Fund	8,046,134	8,036,979
26 Catastrophic Risk Reserve Fund	1,100,965	
27 Box Elder County ROW (sales tax)	2,234,594	4,422,985
28 Utah County 4th Qtr (sales tax)	3,891,676	
29 Davis County Escrow	-	522,916
30 SL County Escrow	-	8
31 Amounts held in escrow	19,238,562	6,203,278
32 TOTAL RESTRICTED RESERVES	<u>\$ 103,048,173</u>	<u>\$ 112,741,631</u>
DESIGNATED GENERAL AND CAPITAL RESERVES		
33 General Reserves	65,368,000	\$ 58,778,000
34 Service Sustainability Reserves	10,895,000	9,796,000
35 Capital Reserve	45,616,000	44,338,000
36 Debt Reduction Reserve	30,000,000	30,000,000
37 TOTAL DESIGNATED GENERAL AND CAPITAL RESERVES	<u>\$ 151,879,000</u>	<u>\$ 142,912,000</u>
38 TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS	<u>\$ 254,927,173</u>	<u>\$ 255,653,631</u>

SUMMARY FINANCIAL DATA

EXHIBIT 1-3

(UNAUDITED)

As of July 31, 2022

REVENUE & EXPENSES

	ACTUAL Jul-22	ACTUAL Jul-21	YTD 2022	YTD 2021
OPERATING REVENUE				
1 Passenger Revenue	\$ (3,977,747)	\$ (2,613,806)	\$ (20,193,760)	\$ (16,870,901)
2 Advertising Revenue	(180,000)	(90,000)	(1,260,000)	(659,086)
3 TOTAL OPERATING REVENUE	\$ (4,157,747)	\$ (2,703,806)	\$ (21,453,760)	\$ (17,529,987)
OPERATING EXPENSE				
4 Bus Service	\$ 10,386,724	\$ 8,565,674	\$ 70,375,949	\$ 61,757,215
5 Commuter Rail	2,712,895	1,717,666	15,631,591	12,663,644
6 Light Rail	3,097,776	3,149,882	22,317,041	22,376,129
7 Maintenance of Way	1,236,674	1,417,358	10,985,425	11,226,672
8 Paratransit Service	2,127,936	2,128,406	14,785,553	13,833,347
9 RideShare/Van Pool Services	245,239	294,118	1,606,958	1,897,125
10 Microtransit	154,844	45,902	3,290,267	808,978
11 Operations Support	4,205,900	4,111,821	32,355,292	28,655,567
12 Administration	3,099,642	2,762,138	19,424,876	18,014,905
13 Planning/Capital Development/Real Estate	659,461	737,829	4,684,712	3,464,762
14 Non-Departmental	-	-	-	-
15 TOTAL OPERATING EXPENSE	\$ 27,927,091	\$ 24,930,794	\$ 195,457,664	\$ 174,698,344
16 NET OPERATING (INCOME) LOSS	\$ 23,769,344	\$ 22,226,988	\$ 174,003,904	\$ 157,168,357
NON-OPERATING EXPENSE (REVENUE)				
17 Investment Revenue	(859,546)	(122,711)	(2,060,184)	(745,443)
18 Sales Tax Revenue ¹	(32,556,954)	(35,440,122)	(266,529,068)	(228,315,251)
19 Other Revenue	(932,796)	(466,871)	(6,659,690)	(3,894,897)
20 Fed Operations/Preventative Maint. Revenue	(33,413,013)	(18,993,238)	(206,099,993)	(157,022,090)
21 Bond Interest	6,340,358	7,240,169	46,306,965	51,443,264
22 Bond Interest UTCT	152,441	162,591	1,067,043	1,137,084
23 Bond Cost of Issuance/Fees	-	-	53,700	69,250
24 Lease Interest	85,464	99,260	908,045	718,954
25 Sale of Assets	(286,127)	(5,676,789)	3,207,354	(5,808,785)
26 TOTAL NON-OPERATING EXPENSE	\$ (61,470,173)	\$ (53,197,711)	\$ (429,805,828)	\$ (342,417,914)
27 CONTRIBUTION TO RESERVES	\$ 37,700,829	\$ 30,970,723	\$ 255,801,924	\$ 185,249,557
OTHER EXPENSES (NON-CASH)				
27 Bond Premium/Discount Amortization	(355,796)	(378,378)	(2,497,195)	(2,643,700)
28 Bond Refunding Cost Amortization	1,192,102	293,694	8,347,234	2,055,861
29 Future Revenue Cost Amortization	67,576	67,576	473,033	473,033
30 Depreciation	11,718,433	12,605,196	81,287,165	91,390,692
31 NET OTHER EXPENSES (NON-CASH)	\$ 12,622,315	\$ 12,588,088	\$ 87,610,237	\$ 91,275,886

¹ Current Year Sales Taxes YTD Include Actuals Plus Two Prior Month Accruals

BUDGET TO ACTUAL REPORT
(UNAUDITED)

EXHIBIT 1-4

As of July 31, 2022

CURRENT MONTH

	ACTUAL	BUDGET	VARIANCE	%
	Jul-22	Jul-22	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING REVENUE				
1 Passenger Revenue	\$ (3,977,747)	\$ (2,816,215)	\$ 1,161,532	41%
2 Advertising Revenue	(180,000)	(120,000)	60,000	50%
3 TOTAL OPERATING REVENUE	\$ (4,157,747)	\$ (2,936,215)	\$ 1,221,532	42%
OPERATING EXPENSE				
4 Bus Service	\$ 10,386,724	\$ 9,854,475	\$ (532,249)	-5%
5 Commuter Rail	2,712,895	2,256,257	(456,638)	-20%
6 Light Rail	3,097,776	3,515,774	417,998	12%
7 Maintenance of Way	1,236,674	1,779,595	542,921	31%
8 Paratransit Service	2,127,936	2,148,056	20,120	1%
9 RideShare/Van Pool Services	245,239	316,190	70,951	22%
10 Microtransit	154,844	488,264	333,420	68%
11 Operations Support	4,205,900	5,210,798	1,004,898	19%
12 Administration	3,099,642	3,224,248	124,606	4%
13 Planning/Capital Development/Real Estate	659,461	787,655	128,194	16%
14 Non-Departmental	-	-	-	
15 TOTAL OPERATING EXPENSE	\$ 27,927,091	\$ 29,581,312	\$ 1,654,221	6%
16 NET OPERATING (INCOME) LOSS	\$ 23,769,344	\$ 26,645,097	\$ 2,875,753	11%
NON-OPERATING EXPENSE (REVENUE)				
17 Investment Revenue	\$ (859,546)	\$ (525,000)	\$ 334,546	64%
18 Sales Tax Revenue	(32,556,954)	(32,909,000)	(352,046)	-1%
19 Other Revenue	(932,796)	(1,250,000)	(317,204)	-25%
20 Fed Operations/Preventative Maint. Revenue	(33,413,013)	(18,774,393)	14,638,620	78%
21 Bond Interest	6,340,358	7,749,362	1,409,004	18%
22 Bond Interest UTCT	152,441	152,434	(7)	0%
23 Bond Cost of Issuance/Fees	-	2,100	2,100	100%
24 Lease Interest	85,464	134,510	49,046	36%
25 Sale of Assets	(286,127)	-	286,127	
26 TOTAL NON-OPERATING EXPENSE (REVENUE)	\$ (61,470,173)	\$ (45,419,987)	\$ 16,050,186	35%
27 CONTRIBUTION TO RESERVES	\$ 37,700,829	\$ 18,774,890		

BUDGET TO ACTUAL REPORT BY CHIEF
(UNAUDITED)

EXHIBIT 1-4A

As of July 31, 2022

CURRENT MONTH

	ACTUAL	BUDGET	VARIANCE	%
	Jul-22	Jul-22	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING EXPENSE				
1 Board of Trustees	\$ 227,484	\$ 214,743	\$ (12,741)	-6%
2 Executive Director	806,137	706,469	(99,668)	-14%
3 Chief Planning and Engagement Officer	661,260	1,136,395	475,135	42%
4 Chief Finance Officer	1,128,359	1,205,099	76,740	6%
5 Chief Operating Officer	22,272,265	22,671,455	399,190	2%
6 Chief People Officer	815,612	1,301,679	486,067	37%
7 Chief Development Officer	551,430	642,765	91,335	14%
8 Chief Enterprise Strategy Officer	1,464,544	1,702,707	238,163	14%
9 Non-Departmental	-	-	-	
10 TOTAL OPERATING EXPENSE	<u>\$ 27,927,091</u>	<u>\$ 29,581,312</u>	<u>\$ 1,654,221</u>	6%

YEAR TO DATE

	ACTUAL	BUDGET	VARIANCE	%
	Jul-22	Jul-22	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING EXPENSE				
1 Board of Trustees	\$ 1,435,565	\$ 1,565,947	\$ 130,382	8%
2 Executive Director	4,368,681	4,956,401	587,720	12%
3 Chief Planning and Engagement Officer	7,329,446	7,653,772	324,326	4%
4 Chief Finance Officer	8,364,363	8,517,713	153,350	2%
5 Chief Operating Officer	154,453,090	158,853,672	4,400,582	3%
6 Chief People Officer	5,496,572	7,976,002	2,479,430	31%
7 Chief Development Officer	3,436,903	4,501,357	1,064,454	24%
8 Chief Enterprise Strategy Officer	10,573,044	13,174,513	2,601,469	20%
9 Non-Departmental	-	-	-	
10 TOTAL OPERATING EXPENSE	<u>\$195,457,664</u>	<u>\$ 207,199,377</u>	<u>\$ 11,741,713</u>	6%

BUDGET TO ACTUAL REPORT
(UNAUDITED)
As of July 31, 2022

EXHIBIT 1-5

YEAR TO DATE

	ACTUAL Jul-22	BUDGET Jul-22	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
OPERATING REVENUE				
1 Passenger Revenue	\$ (20,193,760)	\$ (19,615,799)	\$ 577,961	3%
2 Advertising Revenue	(1,260,000)	(765,000)	495,000	65%
3 TOTAL OPERATING REVENUE	\$ (21,453,760)	\$ (20,380,799)	\$ 1,072,961	5%
OPERATING EXPENSE				
4 Bus Service	\$ 70,375,949	\$ 69,651,606	\$ (724,343)	-1%
5 Commuter Rail	15,631,591	15,675,480	43,889	0%
6 Light Rail	22,317,041	24,459,703	2,142,662	9%
7 Maintenance of Way	10,985,425	12,052,335	1,066,910	9%
8 Paratransit Service	14,785,553	15,238,358	452,805	3%
9 RideShare/Van Pool Services	1,606,958	2,213,540	606,582	27%
10 Microtransit	3,290,267	3,363,377	73,110	2%
11 Operations Support	32,355,292	34,924,870	2,569,578	7%
12 Administration	19,424,876	24,378,521	4,953,645	20%
13 Planning/Capital Development/Real Estate	4,684,712	5,241,587	556,875	11%
14 Non-Departmental	-	-	-	
15 TOTAL OPERATING EXPENSE	\$ 195,457,664	\$ 207,199,377	\$ 11,741,713	6%
16 NET OPERATING (INCOME) LOSS	\$ 174,003,904	\$ 186,818,578	\$ 12,814,674	7%
NON-OPERATING EXPENSE (REVENUE)				
17 Investment Revenue	\$ (2,060,184)	\$ (2,335,000)	\$ 274,816	-12%
18 Sales Tax Revenue	(266,529,068)	(244,169,000)	(22,360,068)	9%
19 Other Revenue	(6,659,690)	(7,508,000)	848,310	-11%
20 Fed Operations/Preventative Maint. Revenue	(206,099,993)	(140,814,504)	(65,285,489)	46%
21 Bond Interest	46,306,965	46,975,190	668,225	1%
22 Bond Interest UTCT	1,067,043	1,067,038	(5)	0%
23 Bond Cost of Issuance/Fees	53,700	41,250	(12,450)	-30%
24 Lease Interest	908,045	960,727	52,682	5%
25 Sale of Assets	3,207,354	-	(3,207,354)	
26 TOTAL NON-OPERATING EXPENSE (REVENUE)	\$ (429,805,828)	\$ (345,782,299)	\$ 84,023,529	24%
27 CONTRIBUTION TO RESERVES	\$ 255,801,924	\$ 158,963,721		

CAPITAL PROJECTS
(UNAUDITED)
As of July 31, 2022

EXHIBIT 1-6

	2022 ACTUAL	ANNUAL BUDGET	PERCENT
EXPENSES			
1 REVENUE AND NON-REVENUE VEHICLES	\$ 20,732,768	\$ 47,286,015	43.8%
2 INFORMATION TECHNOLOGY	2,202,353	21,058,786	10.5%
3 FACILITIES, MAINTENANCE & ADMIN. EQUIP.	2,662,687	5,419,280	49.1%
4 CAPITAL PROJECTS	12,436,023	100,404,126	12.4%
5 AIRPORT STATION RELOCATION	131,310	9,453,807	1.4%
6 STATE OF GOOD REPAIR	15,361,852	37,374,436	41.1%
7 DEPOT DISTRICT	17,098,137	32,400,124	52.8%
8 OGDEN/WEBER STATE BRT	22,434,708	52,580,513	42.7%
9 TIGER	6,654,840	14,691,019	45.3%
10 TOTAL	<u>\$ 99,714,678</u>	<u>\$ 320,668,106</u>	31.1%
REVENUES			
11 GRANT	\$ 23,959,007	\$ 85,192,380	28.1%
12 STATE CONTRIBUTION	1,206,850	13,914,417	8.7%
13 LEASES (PAID TO DATE)	16,925,418	51,875,592	32.6%
14 BONDS	30,000,000	61,439,830	48.8%
15 LOCAL PARTNERS	4,097,033	30,415,935	13.5%
16 UTA FUNDING	23,526,370	77,829,952	30.2%
17 TOTAL	<u>\$ 99,714,678</u>	<u>\$ 320,668,106</u>	31.1%

BY SERVICE

	CURRENT MONTH		YEAR TO DATE	
	Apr-22	Apr-21	2022	2021
UTA				
Fully Allocated Costs	27,927,091	24,930,794	195,457,664	174,698,344
Passenger Farebox Revenue	3,977,747	2,613,806	20,193,759	16,871,523
Passengers	2,411,455	1,926,583	17,570,247	12,462,903
Farebox Recovery Ratio	14.2%	10.5%	10.3%	9.7%
Actual Subsidy per Rider	\$9.93	\$11.58	\$9.98	\$12.66
BUS SERVICE				
Fully Allocated Costs	14,340,386	12,344,192	98,315,243	86,523,012
Passenger Farebox Revenue	1,426,881	1,157,573	8,867,440	8,156,375
Passengers	1,150,696	967,017	8,644,073	6,593,076
Farebox Recovery Ratio	10.0%	9.4%	9.0%	9.4%
Actual Subsidy per Rider	\$11.22	\$11.57	\$10.35	\$11.89
LIGHT RAIL SERVICE				
Fully Allocated Costs	6,190,727	6,245,468	45,432,592	43,498,219
Passenger Farebox Revenue	793,208	629,276	4,877,945	3,737,286
Passengers	865,888	682,340	6,237,943	4,230,779
Farebox Recovery Ratio	12.8%	10.1%	10.7%	8.6%
Actual Subsidy per Rider	\$6.23	\$8.23	\$6.50	\$9.40
COMMUTER RAIL SERVICE				
Fully Allocated Costs	4,431,983	3,456,126	28,871,352	25,330,665
Passenger Farebox Revenue	536,331	317,455	3,198,406	2,187,145
Passengers	262,473	173,613	1,735,703	985,164
Farebox Recovery Ratio	12.1%	9.2%	11.1%	8.6%
Actual Subsidy per Rider	\$14.84	\$18.08	\$14.79	\$23.49
MICROTRANSIT				
Fully Allocated Costs	195,303	84,561	3,569,413	1,056,928
Passenger Farebox Revenue	14,795	5,208	93,380	27,994
Passengers	18,599	8,147	100,810	34,004
Farebox Recovery Ratio	7.6%	6.2%	2.6%	2.6%
Actual Subsidy per Rider	\$9.71	\$9.74	\$34.48	\$30.26
PARATRANSIT				
Fully Allocated Costs	2,251,245	2,242,521	15,831,270	14,736,656
Passenger Farebox Revenue	994,912	267,526	1,437,090	909,769
Passengers	60,066	49,099	439,030	271,426
Farebox Recovery Ratio	44.2%	11.9%	9.1%	6.2%
Actual Subsidy per Rider	\$20.92	\$40.22	\$32.79	\$50.94
RIDESHARE				
Fully Allocated Costs	517,448	557,927	3,437,793	3,552,864
Passenger Farebox Revenue	211,620	236,767	1,719,500	1,852,954
Passengers	53,733	46,367	412,688	348,454
Farebox Recovery Ratio	40.9%	42.4%	50.0%	52.2%
Actual Subsidy per Rider	\$5.69	\$6.93	\$4.16	\$4.88

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	Jul-22	Jul-21	2022	2021
FULLY ALLOCATED COSTS				
Bus Service	\$14,340,386	\$12,344,192	\$98,315,243	\$86,523,012
Light Rail Service	\$6,190,727	\$6,245,468	\$45,432,592	\$43,498,219
Commuter Rail Service	\$4,431,983	\$3,456,126	\$28,871,352	\$25,330,665
Microtransit	\$195,303	\$84,561	\$3,569,413	\$1,056,928
Paratransit	\$2,251,245	\$2,242,521	\$15,831,270	\$14,736,656
Rideshare	\$517,448	\$557,927	\$3,437,793	\$3,552,864
UTA	\$27,927,091	\$24,930,794	\$195,457,664	\$174,698,344
PASSENGER FAREBOX REVENUE				
Bus Service	\$1,426,881	\$1,157,573	\$8,867,440	\$8,156,375
Light Rail Service	\$793,208	\$629,276	\$4,877,945	\$3,737,286
Commuter Rail Service	\$536,331	\$317,455	\$3,198,406	\$2,187,145
Microtransit	\$14,795	\$5,208	\$93,380	\$27,994
Paratransit	\$994,912	\$267,526	\$1,437,090	\$909,769
Rideshare	\$211,620	\$236,767	\$1,719,500	\$1,852,954
UTA	\$3,977,747	\$2,613,806	\$20,193,759	\$16,871,523
PASSENGERS				
Bus Service	1,150,696	967,017	8,644,073	6,593,076
Light Rail Service	865,888	682,340	6,237,943	4,230,779
Commuter Rail Service	262,473	173,613	1,735,703	985,164
Microtransit	18,599	8,147	100,810	34,004
Paratransit	60,066	49,099	439,030	271,426
Rideshare	53,733	46,367	412,688	348,454
UTA	2,411,455	1,926,583	17,570,247	12,462,903
FAREBOX RECOVERY RATIO				
Bus Service	10.0%	9.4%	9.0%	9.4%
Light Rail Service	12.8%	10.1%	10.7%	8.6%
Commuter Rail Service	12.1%	9.2%	11.1%	8.6%
Microtransit	7.6%	6.2%	2.6%	2.6%
Paratransit	44.2%	11.9%	9.1%	6.2%
Rideshare	40.9%	42.4%	50.0%	52.2%
UTA	14.2%	10.5%	10.3%	9.7%
ACTUAL SUBSIDY PER RIDER				
Bus Service	\$11.22	\$11.57	\$10.35	\$11.89
Light Rail Service	\$6.23	\$8.23	\$6.50	\$9.40
Commuter Rail Service	\$14.84	\$18.08	\$14.79	\$23.49
Microtransit	\$9.71	\$9.74	\$34.48	\$30.26
Paratransit	\$20.92	\$40.22	\$32.79	\$50.94
Rideshare	\$5.69	\$6.93	\$4.16	\$4.88
UTA	\$9.93	\$11.58	\$9.98	\$12.66

SUMMARY OF ACCOUNTS RECEIVABLE
(UNAUDITED)

EXHIBIT 1-9

As of July 31, 2022

Classification	Total	Current	31-60 Days	61-90 Days	90-120 Days	Over 120 Days
1 Federal Grants Government ¹	\$ 4,007,470	\$ 4,007,470	-	-	-	-
2 Sales Tax Contributions	65,266,697	35,811,911	29,454,786	-	-	-
3 Warranty Recovery	2,209,465	2,209,465	-	-	-	-
4 Build America Bond Subsidies	1,481,500	740,750	\$ 740,750	-	-	-
5 Product Sales and Development	752,417	393,431	33,336	\$ 43,507	\$ 215,100	\$ 67,043
6 Pass Sales	1,670	134,543	16,388	\$ (6,352)	\$ (6,048)	\$ (136,861)
7 Property Management	91,102	13,585	13,947	18,833	4,824	39,913
8 Vanpool/Rideshare	89,311	47,386	17,168	1,231	4,906	18,620
9 Salt Lake City Agreement	1,283,818	792,618	159,930	145,616	101,413	84,241
10 Planning	6,674	-	-	-	-	6,674
11 Capital Development Agreement:	661,288	-	400,000	-	-	261,288
12 Other	-	-	-	-	-	-
13 Total	\$ 75,851,412	\$ 44,151,159	\$ 30,836,305	\$ 202,835	\$ 320,195	\$ 340,918

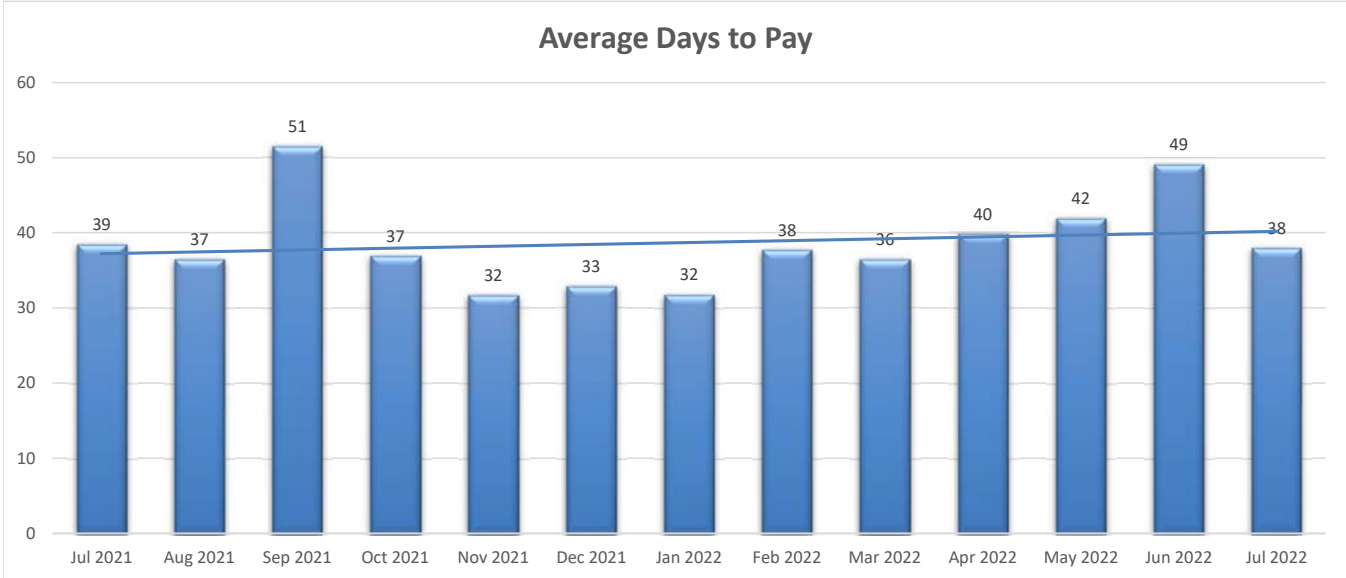
Percentage Due by Aging

14 Federal Grants Government ¹	100.0%	0.0%	0.0%	0.0%	0.0%
15 Sales Tax Contributions	54.9%	45.1%	0.0%	0.0%	0.0%
16 Warranty Recovery	100.0%	0.0%	0.0%	0.0%	0.0%
17 Build America Bond Subsidies	50.0%	50.0%	0.0%	0.0%	0.0%
18 Product Sales and Development	52.3%	4.4%	5.8%	28.6%	8.9%
19 Pass Sales	8056.5%	981.3%	-380.4%	-362.2%	-8195.3%
20 Property Management	14.9%	15.3%	20.7%	5.3%	43.8%
21 Vanpool/Rideshare	53.1%	19.2%	1.4%	5.5%	20.8%
22 Salt Lake City Agreement	61.7%	12.5%	11.3%	7.9%	6.6%
23 Planning	0.0%	0.0%	0.0%	0.0%	100.0%
24 Capital Development Agreements	0.0%	60.5%	0.0%	0.0%	39.5%
25 Other					
26 Total		58.2%	40.7%	0.3%	0.4%

¹ Federal preventive maintenance funds and federal RideShare funds

SUMMARY OF APPROVED DISBURSEMENTS OVER \$200,000
 FROM JULY 1, 2022 THROUGH JULY 31, 2022
 (UNAUDITED)

<u>Contract # and Description</u>	<u>Contract Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Date</u>	<u>Check Total</u>
R2022-04-01		SELECT HEALTH	ZION-ACH	7/1/2022	\$ 820,078.60
R2022-04-01		PEHP	ZION-ACH	7/1/2022	270,510.48
20-3349VW	6/9/2021	STACY AND WITBECK, INC.	891303	7/6/2022	797,960.06
18-2741	8/23/2018	BIG-D CONSTRUCTION	891304	7/6/2022	2,129,507.02
18-2789TP	7/9/2018	CAREATC INC.	891443	7/13/2022	280,281.41
20-03384VW	4/17/2021	HNTB CORPORATION	891444	7/13/2022	498,820.35
UTAH STATE CONTRACT#AV2532	10/6/2016	TONY DIVINO TOYOTA	891445	7/13/2022	537,141.66
19-03125BM	12/23/2019	RHINEHART OIL CO. INC.	891446	7/13/2022	945,714.37
16-1680PP	5/1/2016	GILLIG CORPORATION	891447	7/13/2022	1,949,898.88
20-3349VW	6/9/2021	STACY AND WITBECK, INC.	891448	7/13/2022	4,011,741.35
R2022-04-01		UTAH STATE TAX WITHHOLDING	WITHDRAWAL	7/14/2022	289,623.85
R2022-04-01		CAMBRIDGE ASSOCIATES, LLC.	ZION-ACH	7/14/2022	934,423.33
21-3488VW	10/29/2021	R & O CONSTRUCTION	851523	7/20/2022	745,398.86
21-3410VW	5/28/2021	KIMLEY-HORN AND ASSOCIATES INC	891521	7/20/2022	311,362.21
20-3378VW	6/24/2021	C3M POWER SYSTEMS LLC	891522	7/20/2022	457,466.35
19-03125BM	12/23/2019	RHINEHART OIL CO. INC.	891524	7/20/2022	1,563,172.03
18-2398TP	4/11/2018	GRANITE CONSTRUCTION COMPANY	891525	7/20/2022	2,482,872.84
21-3410VW	5/28/2021	KIMLEY-HORN AND ASSOCIATES INC	891588	7/28/2022	287,273.62
19-03043BM	7/2/2019	VIA TRANSPORTATION INC	891589	7/28/2022	581,532.97
20-3349VW	6/9/2021	STACY AND WITBECK, INC.	891590	7/28/2022	651,722.00
R2022-04-01		UTAH STATE TAX WITHHOLDING	WITHDRAWAL	7/28/2022	274,868.14
R2022-04-01		CAMBRIDGE ASSOCIATES, LLC.	ZION-ACH	7/28/2022	900,527.92
R2022-04-01		BANC OF AMERICA PUBLIC CAPITAL	ZION-ACH	7/31/2022	218,555.78
R2022-04-01		JP MORGAN EQUIPMENT FINANCE	ZION-ACH	7/31/2022	246,288.77





Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 9/28/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): David Osborn, Project Manager

TITLE:

Contract: Offsite Civil Work (Rocky Mountain Power)

AGENDA ITEM TYPE:

Non-Procurement Agreement

RECOMMENDATION:

Approve and authorize the Executive Director to execute a contract and associated disbursements with Rocky Mountain Power in the amount of \$211,929.34

BACKGROUND:

UTA has been working with Rocky Mountain Power on a permanent power connection for the Depot District. UTA is installing conduits and vaults directly connected to the Depot District project site for Rocky Mountain Power's use. Rocky Mountain Power also needs a network upgrade at the Jordan Substation. This network upgrade will benefit multiple customers over the near future, including UTA.

DISCUSSION:

This contract with Rocky Mountain Power is for UTA's portion of the network capacity upgrades necessary at the Jordan Substation.

CONTRACT SUMMARY:

Contractor Name:	Rocky Mountain Power
Contract Number:	22-P00185
Base Contract Effective Dates:	September 28, 2022 - December 31, 2022
Extended Contract Dates:	N/A

Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$211,929.34
Procurement Method:	N/A
Budget Authority:	Funding for this effort is included in the 2022 Capital budget

ALTERNATIVES:

If this contract is not approved, Rocky Mountain Power will not be able to perform system upgrades necessary for UTA and other customer needs which include the Depot District.

FISCAL IMPACT:

This is covered by Program Management Support budget for capital upgrades.

ATTACHMENTS:

- Rocky Mountain Power Customer Requested Work Agreement

(UT Jun2021)

Chris Bellenger
Work Order #: 8033383
Cust. Acct. #:17526216-1532

22-P00185

**ROCKY MOUNTAIN POWER, a division of PACIFICORP
CUSTOMER REQUESTED WORK AGREEMENT**

This Customer Requested Work Agreement (this "Agreement"), dated August 19, 2022 ("Agreement Date"), is between Rocky Mountain Power, an unincorporated division of PacifiCorp ("Company"), and **UTAH TRANSIT AUTHORITY**, ("Customer"), for work to be performed by Company for Customer at or near **Jordan Substation** in **Salt Lake County**, State of Utah.

Work Requested and Customer Work Requirements:

Offsite Civil Work related to MESA Project 8033383

Install new duct/vaults/railroad crossing out of the Jordan Substation. (Excludes betterment conduit).

Customer Payment(s):

Payment to Company: In consideration of the work to be performed by Company, Customer agrees to pay the estimated costs of the work in advance, with the understanding that there will be no other charges or refunds for the above specified work. The total advance for this work is \$211,929.34. Customer has previously paid for design, permitting or other work in the amount of \$0.00, with a **balance due of \$211,929.34. Estimated cost is valid for 90 days from the Agreement Date.**

Requested Date of Service: 12/31/2022

Any correspondence regarding this work shall be directed to the appropriate party as shown below:

Utah Transit Authority
Hal Johnson
669 West 200 South
Salt Lake City, UT 84101
E-mail: hjohnson@rideuta.com

Rocky Mountain Power
Travis Jones
1569 West North Temple
Salt Lake City, UT 84116
Phone (801) 220-7230
Cellular (385) 235-1963

This Agreement, upon execution by both Company and Customer, shall be a binding agreement for work performed by Company to accommodate Customer at the Customer's expense. The provisions of Appendix A, General Terms and Conditions, are an integral part of this Agreement.

UTAH TRANSIT AUTHORITY

{{_es_signer2_signatureblock}}

ROCKY MOUNTAIN POWER

ROCKY MOUNTAIN POWER

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Approved as to Form

DocuSigned by
Mike Bell
361F16F838704A9...

Appendix A GENERAL TERMS AND CONDITIONS

LIABILITY AND INDEMNIFICATION

The Customer shall indemnify, defend and hold harmless the Company to this Agreement and the Company's officers, directors, agents, employees, successors and assigns from any and all claims, demands, suits, losses, costs, and damages of any nature whatsoever, including attorney's fees and other costs of litigation brought or made against or incurred by the Company and resulting from, arising out of, or in any way connected with any act, omission, fault or negligence of the Customer, its employees or any officer, director, or employee or agent of the same and related to the subject matter of this Agreement. The indemnity obligation shall include, but not be limited to, loss of or damage to property, bodily or personal injury to, or the death of any person. The Customer's obligation under this provision of the Agreement shall not extend to liability caused by the sole negligence of the Company.

WAIVER OF JURY TRIAL

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

WORK COMPLETION

Company agrees to use commercially reasonable efforts towards work completion. Such completion is subject to timely Customer performance of any Customer required items including execution of this Agreement and associated payment. When there are emergencies or unanticipated events which cause power outages or threaten the Company's ability to provide electric service as it is legally required to provide as an electric utility company, then the Company personnel assigned to perform the work may be withdrawn from the work until such time as the unanticipated event or emergency is concluded. In the event that the Company personnel are removed from the work in response to such an event or emergency, then the time for completion of the work shall be extended by a period of time equal to that period from the time the personnel are removed from the work until they are available to continue the work plus 48 hours.

It is expressly agreed that the Company and those persons employed by the Company in connection with the work described herein are not employed by or employees of the Customer.

Company warrants that its work shall be consistent with prudent utility practices. COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES. Company's liability for any action arising out of its activities relating to this Agreement shall be limited to repair or replacement of any non-operating or defective portion of the work. Under no circumstances shall Company be liable for economic losses, costs or damages, including but not limited to special, indirect, incidental, punitive, exemplary or consequential damages.

The Customer may, at reasonable times and by written agreement with the Company, request additional work within the general scope of the work as described in this Agreement or request the omission of or variation in the work, provided, however, that the Customer and Company agree to increase or decrease the amount the Customer is to pay the Company and such changes in scope are reasonably acceptable to the Company. Any such change to the scope of the work and the associated adjustment of costs shall be in writing and shall be submitted when obtained as an addendum to this Agreement after being signed by both parties.

GENERAL

PAYMENTS: All bills or amounts due hereunder shall be payable to Company as set forth herein or on the 25th day following the postmarked date of the invoice if not otherwise specified. In the event that all or a portion of Customer's bill is disputed by Customer, Customer shall pay the total bill and shall designate that portion disputed. If it is later determined that Customer is entitled to a refund of all or any portion of the disputed amount, Company shall refund that portion of the amount of which Customer is found to be entitled. All billing statements shall show the amount due for the work performed.

COLLECTION: Customer shall pay all costs of collection, including court costs and reasonable attorney's fees upon default of Customer, in addition to interest at a rate of 1.5 percent per month on any amounts not paid within thirty (30) day of invoice.

ASSIGNMENT: Customer shall not assign this Agreement to any successor without the written consent of Company, which consent shall not be unreasonably withheld. If properly assigned, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the party making the assignment.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 9/28/2022

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

TITLE:

Contract: Primary Server and Data Storage Replacement (Cache Valley Electric)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve award and authorize Executive Director to execute a purchase order and associated disbursements with Cache Valley Electric in the amount of \$305,960.92 to procure the selected storage system licensing and hardware.

BACKGROUND:

The current storage system utilized by the IT Department is a seven (7) year old solution from Dell, which has scheduled the end of life and is no longer supportable by them as of December 31, 2022.

The IT Department budgeted \$320,000 for the project to replace the storage system in the 2022 CAPEX project ICI201.

This storage system is the primary storage for all UTA on-premise servers and data in the UTA primary data center (DDC). The following are 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. A Request for Procurement (RFP) includes utilizing the criteria to compare and rate several solutions available to be purchased on either 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
Contract Number:	22-03571, Utah State Contract PA28747
Base Contract Effective Dates:	10/13/2022 - 02/28/2023
Extended Contract Dates:	4 one-year options pending state contract renewal
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Contract Value:	\$305,960.92
Procurement Method:	Request for Purchase (RFP) - State Contract
Budget Authority:	2022 approved capital budget

ALTERNATIVES:

- Operate on un-supported hardware and operating system.
-

FISCAL IMPACT:

The procurement will pay for all the software licensing and hardware. The replacement cost is included in the 2022 capital budget.

ATTACHMENTS:

Contract for Board Review

UTA ORDER 2203571 CVE Technologies Group, Inc With Notes

UTAH TRANSIT AUTHORITY



669 West 200 South

Salt Lake City, UT 84101

PROFESSIONAL SERVICES AGREEMENT

**UTA CONTRACT #22-03571
SAN STORAGE REPLACEMENT**

The Terms and Conditions of this contract are Utah State Contract PA2847 which applies to Pure Storage Inc.

The Term of UTA Contract 22-03571 will start as of the date of the final signature on this contract and remain in effect until February 28, 2023 per Utah State Contract PA 2847. The term may be extended by up to four 1 (one) year options, if and only if the Utah State Contract PA2847 with Pure Storage Inc. is extended, renewed, or replaced.

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 Software have been delivered and the Services have been performed. In no event shall advance payments be made.

UTAH TRANSIT AUTHORITY:

By _____

Kyle Brimley

IT Director

Date

CVE TECHNOLOGIES GROUP:

By  _____
45EEC24B2D4F42B...

John Lee

Vice President

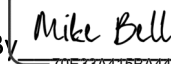
Date 9/2/2022

By _____

Jay Fox

Executive Director

Date

DocuSigned by:
By  _____
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Mike Bell

UTA Legal Counsel

Date 9/2/2022

Utah State Contract PA2847 with Pure Storage via authorized and contracted reseller partner: CVE Technologies Group



CVE Technologies Group, Inc
 1338 Gustin Rd
 Salt Lake City UT 84104
 (801) 908-6666
 FAX (801) 880-3144

QUOTE

Quote # CVEQ75373
Date 09/02/22
Sales Rep Derek Anderson
Phone: 801-908-2676
Email : derek.anderson@cvetech.com

Quote To:
Utah Transit Authority
 Rick Wilson
 3600 S. 700 W.
 Salt Lake City, UT 84130-0810

Ship To:
Utah Transit Authority
 Rick Wilson
 3600 S. 700 W.
 Salt Lake City, UT 84130-0810

Qty	Part Number	Description	Price	Ext. Price
		RFP # 22-03571 Storage Array Replacement - 3 Year Support		
		Utah State Contract Number PA2847		
1	FA-X50R3-FC-182TB-91/91-EMEZZ	Pure Storage FlashArray X50R3-FC-182TB-91/91- EMEZZ	\$194,139.32	\$194,139.32
36	FA-X50R3-182TB 1MO,ADV,GOLD	FA-X50R3- 182TB 1 Month Evergreen Gold Subscription, NBD Delivery, 24/7 Support	\$2,988.10	\$107,571.60
1	FA-XR2-32G-FC-SFP-SR, 8-PACK	FA-XR2-32G- FC-SFP-SR, 8- PACK	\$0.00	\$0.00
1	PS-FLASHARRAY-INSTALL - CVE PS	Pure FlashArray installation for arrays being managed by Pure Fusion	\$4,250.00	\$4,250.00
2	FA-XR2-CNTRL-10/25Gb iSCSI 2-Port ADD	FA-XR2-CNTRL- 10/25Gb iSCSI 2-Port ADD ON Factory install	\$0.00	\$0.00

Authorization: _____
 Name: _____ Date: _____
 Signature: _____ P.O # _____

Total \$305,960.92
Total **\$305,960.92**

Currently, we are experiencing significant price increases and shipping delays from material and equipment due to market conditions outside of our control, CVE can only guarantee prices for no more than 30 days.

There is an additional 3% processing fee for Credit Card orders TAX and SHIPPING CHARGES will be billed on the invoice, and may not be reflected on the quote.

This quote represents a formal contact when signed and dated by an authorized party.

PRODUCTS MUST BE RETURNED WITHIN 30 DAYS OF DATE OF PURCHASE
 All product returns require prior manufacturer authorization. A return to manufacturer authorization (RMA) must be requested, completed, and approved before a return is authorized. Many items are not returnable after 30 days or if the manufacturer box has been opened.

FOR SUBSCRIPTION ORDERS: SUBSCRIPTION CANCELLATIONS/NON RENEWALS REQUIRE 45 DAYS ADVANCE NOTICE
 Notwithstanding any contrary terms in the Cisco End User License Agreement, the Cisco Click-Accept Agreement or any Third Party License Agreement, upon acceptance of the foregoing Quote, Customer shall be bound to pay to CVE all charges specified above for the full term quoted, whether Customer determines to cease using the software or otherwise abandons its use. If either party initiates legal action to enforce the contract created by acceptance of this Quote, the prevailing party shall be entitled to recover all costs of collection, including reasonable attorney's fees.

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.

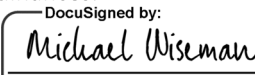
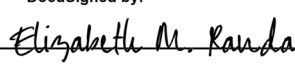
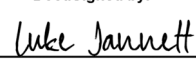
NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

- 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.

<p>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.</p> <p>DocuSigned by:  By: _____ <small>Signature ID: D9C0191442F...</small> Michael Wiseman</p> <p>Printed Name Title: <u>Vice President, Public Sector</u></p> <p>Date: <u>6/9/2022</u></p> <p>By: _____ <small>Signature</small></p> <p>Printed Name Title: _____</p> <p>Date: _____</p>	<p>2. Office of State Procurement In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>DocuSigned by:  By: _____ <small>742DE739C8ED492...</small></p> <p>Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>6/9/2022</u></p> <p>3. Commissioner of Administration Or delegated representative.</p> <p>DocuSigned by:  By: _____ <small>0266C0BD8EF44DE...</small></p> <p>Date: <u>6/9/2022</u></p>
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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,

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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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- 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 orFTPS).

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

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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 of this 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:

<u>Period End</u>	<u>Reports Due</u>
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 own expense.
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

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E-Mail	justindalton@utah.gov
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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: <i>Terrri O'Toole</i>	Signature: <i>Gary Newgaard</i>
Name: <i>Terrri O'Toole</i>	Name: Gary Newgaard
Title: <i>ASST. DIR.</i>	Title: Group VP, Public Sector
Date: <i>4-16-18</i>	Date: April 12, 2018

Gary Newgaard

Division of Purchasing Contact Info

Division of Purchasing Contact Name

Brent Bowden

Division of Purchasing Contact Telephone#

(801)-957-7144

Division of Purchasing Fax#

Division of Purchasing Email ID

bbowden@utah.gov

Basic Information

Contract Number*

PA2847

AssociatedBid*

MN-COMPUTERS-19512

Vendor Name*

PURE STORAGE INC

Vendor Address*

650 Castro Street, Suite 400

Vendor City*

Mountain View

State*

California

Zipcode*

94041

Registered Vendor#*

VC219325

Vendor Website

<http://www.purestorage.com/company/how-to-buy/wsca.html>

Contract Dates

Start Date → 4/16/2018

End Date → 2/28/2023

Commodity Code#

• ○

IT Technology

Contract Family

Vendor Contact Name
Kim Bradbury

Vendor Contact Phone #
(301)-717-9968

Vendor Contact Email ID
kim.bradbury@purestorage.com

Prompt Payment Discount

Type of Service
Goods & Service

Order Instructions

Instructions

This is a multiple award contract. Users are encouraged to obtain, when applicable from multiple vendors, AT LEAST 2 QUOTES via e-mail, vendor managed websites, fax, phone or other means from the multiple award contracts list below

Eligible Users using FINET are recommended to use a DO to PRC or a PRC to make payments on purchases from a State Cooperative Contract in order to effectively track payments against the contract in FINET and Data Warehouse. If a DO to PRC or a PRC is not possible, Eligible Users using FINET may also use a GMA. Please utilize the vendor code on the contract when making payments. If you receive an invoice that does not match the vendor information on the contract, please notify the Division of Purchasing prior to processing your payment.

REQUIREMENT FOR EXECUTIVE BRANCH AGENCIES: All State of Utah executive branch agencies that are subject to the Department of Technology Services (DTS) must procure all IT through DTS pursuant to 63F-1-205. Please submit your request into DTS' [ServiceNow](#) and attach applicable quotes. Click [here](#) for additional instructions and [training](#). Information on what products and services must be procured through DTS as well as instructions for obtaining exceptions for items identified in the "gray area" can be found [here](#). Note, DTS' approval doesn't replace any required approval by Finance.

Please go to the vendor website here: <http://www.purestorage.com/company/how-to-buy/wsca.html> to view all the additional information and a list of authorized re-sellers.

Additional Details

Details

Partner	Contact	email	Phone	Contract Vehicle	ST
NASPO					
CDWG	Danielle Davenport	danigui@cdwg.com	312-705-3251	NASPO PA	UT
Coda Technologies	Steven Herron	SteveH@gocoda.com	(801) 808-2632	NASPO PA	UT
CompuNet	Shawn Heiden	SHeiden@compunet.biz	(801) 747-5052	NASPO PA	UT
CVE	Kent Rogers	krogers@cvetech.com	(801) 908-4195	NASPO PA	UT
Netwize	Kelly Chamberland	kc@netwize.net	801-747-3200 x206	NASPO PA	UT
SHI	Dan Pressley	dan_pressley@shi.com	801.230.9584	NASPO PA	UT
Sirius Computer Solutions, Inc.	Phyllis (PJ) Byrd	Phyllis.byrd@siriuscom.com	210-369-8000	NASPO PA	UT

CVE Technologies Group, Inc 1414 S GUSTIN RD Salt Lake City UT 84104			PURCHASE ORDER NUMBER		
			OG 2203571		
		Utah Transit Authority		PO Number Must Appear On All Invoices And Shipments	
		<i>An Equal Opportunity Employer</i>		VENDOR NUMBER PO DATE	
				1229623 9/14/2022	
SEND INVOICE TO:		SHIP TO:		ORDER TAKEN BY FOB	
AP@RIDEUTA.COM		ATTENTION: RECEIVING		DEREK A *	
669 W 200 S		3600 S 700 W		BUYER PAGE NUMBER	
SLC, UT 84101		801-287-3008		Wilson, Rick V 1 of 1	
		www.rideuta.com			

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	00010465	9/14/22	1 EA	5200.50455.90	Pure Storage FlashArray X50R3 Tom Smith	194139.3200	194,139.32
2	00010465	9/14/22	36 EA	5200.50455.90	Evergreen Gold Sub 24/7 Suppor Tom Smith	2988.1000	107,571.60
3	00010465	9/14/22	1 EA	5200.50455.90	Installation Pure FlashArray Tom Smith	4250.0000	4,250.00

Per Utah State Contract PA2847 and UTA Contract 22-03571and Quote CVEQ75373

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 Order 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.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 9/28/2022

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 Pools A, C, D (Design Workshop, Inc.)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Authorize the Executive Director to execute the task ordering agreement and associated disbursements with Design Workshop to add them to the Station Area Planning Pool of Consultants (Pools A, C, and D).

BACKGROUND:

UTA is providing technical assistance to cities that are completing station area planning work in response HB462 requirements.

DISCUSSION:

In response to HB462, the TOC Department is setting up and maintaining a pool of pre-qualified consultants that may be solicited to complete particular tasks via task order. Said pool will increase UTA's efficiency and ability to respond to the needs of our partner cities. Design Workshop has been selected for Pool A - Station Area Planning, Design and Refinement, Pool C - Zoning Code Analysis & Recommendations, and Pool D - Affordable Housing Need 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. No work is authorized, nor funds obligated until a task order is issued under this contract. 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: Design Workshop, Inc.
Contract Number: 22-035673
Base Contract Effective Dates: 11/01/2022 to 11/01/2027
Extended Contract Dates: N/A
Existing Contract Value: N/A
Amendment Amount: N/A
New/Total Contract Value: \$600,000 (Not to Exceed amount) \$600,000 is the estimated cumulative cost
Procurement Method: RFQU (Qualification)
Budget Authority: This project is included in the 2022 capital budget

ALTERNATIVES:

N/A

FISCAL IMPACT:

Station area plans will be funded through a combination of FTA grants, partner funds, and UTA capital project funds

ATTACHMENTS:

1. Task Ordering Agreement

**TASK ORDERING AGREEMENT FOR PROFESSIONAL SERVICES
UTA CONTRACT #22-035673**

TOD Station Area Planning Consultant Pools A, C, & D

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 Design Workshop, Inc. (“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. 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.

- 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.

- 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 guaranteed completion date may be extended if Consultant and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Consultant under this 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

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 (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 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 21 of this Contract.

10. INVOICING PROCEDURES

- a. Consultant shall submit invoices to UTA's Project Manager for processing and payment in accordance with Exhibit B. If Exhibit B does not specify invoice instructions, then Consultant shall invoice UTA after completion of all Work and final acceptance thereof by UTA. Invoices shall be provided in the form specified by UTA. Reasonable supporting documentation demonstrating Consultant's entitlement to the requested payment must be submitted with each invoice.
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Work or invoicing deficiencies. Approval by UTA shall not be unreasonably withheld. UTA shall have the right to offset from payment amounts reasonably reflecting the value of any claim which UTA has against Consultant under this Contract. Payment for all invoice amounts not specifically disapproved by UTA shall be provided to Consultant within thirty (30) calendar days of invoice submittal.

11. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT

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

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.

12. KEY PERSONNEL

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

Chris Geddes, AICP, PLA, Principal

Callie New, Project Manager

Allison Bourquin, Landscape Architect

Marianne Stuck, Urban Designer/Planner

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.

13. **SUSPENSION OF WORK**

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

14. **TERMINATION**

- a. **FOR CONVENIENCE**: UTA shall have the right to terminate the Contract at any time by providing written notice to Consultant. If the Contract is terminated for convenience, UTA shall pay Consultant: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and 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; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Consultant seven (7) days written notice to cure such default:
 1. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other Consultants or UTA's own forces, in which event Consultant shall be liable for all incremental costs so incurred by UTA;

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

15. **INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS**

Consultant shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under 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 (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.

16. FINDINGS CONFIDENTIAL

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

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

17. PUBLIC INFORMATION.

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

18. GENERAL INDEMNIFICATION

Consultant shall indemnify, 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 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, 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.

19. 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 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
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Employers' Liability	
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Each Accident	\$100,000
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Disease – Each Employee	\$100,000
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Disease – Policy Limit	\$500,000
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- 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
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Annual Aggregate	\$2,000,000
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- 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 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 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.

20. **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.

21. **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.

22. **PROHIBITED INTEREST**

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

23. CLAIMS/DISPUTE RESOLUTION

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

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

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

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

24. GOVERNING LAW

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

25. ASSIGNMENT OF CONTRACT

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

26. **NONWAIVER**

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

27. **NOTICES OR DEMANDS**

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

- 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
Design Workshop, Inc.
Chris Geddes, Principal
1390 Lawrence Street
Suite 100
Denver, CO 80204

- 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.

28. **CONTRACT ADMINISTRATOR**

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

29. **INSURANCE COVERAGE 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-818.5) for the subconsultant's employees and the employee's dependents during the duration of the subcontract.

30. **COSTS AND ATTORNEYS FEES**

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

31. **NO THIRD PARTY BENEFICIARY**

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

32. **FORCE MAJEURE**

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

33. **UTAH ANTI-BOYCOTT OF ISRAEL ACT**

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

34. **SEVERABILITY**

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

35. **ENTIRE AGREEMENT**

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

35. **AMENDMENTS**

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

36. **COUNTERPARTS**

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

37. **SURVIVAL**

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

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

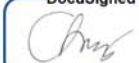
UTAH TRANSIT AUTHORITY:

DESIGN WORKSHOP, INC.:

By

Date:

By:

DocuSigned by:

8AEA925C86F1478...

Date: 9/23/2022

Jay Fox
Executive Director

Chris Geddes
Title: Principal
Federal ID #84-0819969

By
Mary DeLoretto
Chief Service Development Officer

Date:

Approved as to Content and Form

By: 
70E33A415BA44F6...
Mike Bell, AAG State of Utah
And UTA Legal Counsel

Date: 9/23/2022

Reviewed & Recommended

By:
Jordan Swain
TOD Project Manager

Date:

UTA Project Number 22-035673VW

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.

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). Design Workshop, Inc., being awarded a MTOA for Pool A - Station Area Planning, Design and Refinement, Pool C - Zoning Code Analysis & Recommendations and Pool D - Affordable Housing Need 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 A - Station Area Planning, Design and Refinement:

Element 1: Station Area Planning

Element 1.1: Existing Conditions Analysis

Review and assessment of relevant documentation and conditions within a Station Area boundary (a ½ mile radius around the Station) to establish an objective context for envisioning new development. Documentation to be considered includes: environmental conditions (both built and natural), real estate market, moderate income and affordable housing plans, catchment area gaps (as related to active and micro-mobility modes), socioeconomic dynamics, parking demand at station, legal framework (locally-adopted policies, plans, and ordinances), and regional transit service planning.

Element 1.2: Community Engagement

Outreach efforts that develop an understanding of the perspectives and expectations of landowners, residents, and other interested stakeholders affected by potential changes in the Station Area. At a minimum, Consultant should display successful facilitation of: design charrettes, workshops, public open houses, round table discussions, public meetings with elected officials.

Element 1.3: Shared Vision

Utilizing the existing conditions analysis and community engagement process as source material, producing a shared vision that depicts and describes how properties and infrastructure within a Station Area may be developed and modified for the sake of achieving a vision that optimizes TOD potential while adhering to the needs of stakeholders involved. Consultant's examples of work should reflect a range of engaging media for all stakeholders involved, such as: high-quality, printable plan documents; interactive web-based layouts, mapping and graphical representations, and abbreviated handouts.

Element 1.4: Implementation Plan

Compilation of tasks necessary to realize the established vision that focuses on the individuals, departments, stakeholders, or commissions with authority and/or responsibility to execute each task. Timing/order/priority of each task, approximate financial and/or funding implications also need to be considered.

Element 2: Transit Hub Design

UTA's Station Areas provide hubs where transit modes (commuter rail, light rail, streetcar, rapid bus, and conventional bus), pedestrian connections (walkways, bikeways, pocket parks, outdoor event spaces), and personal vehicles (park-and-rides, drop offs, rideshare) all intersect. Designing these hubs to be safe, efficient, and pleasant requires a qualified understanding of how to integrate train and bus connections into a community.

The Consultant must have experience designing effective transit hub that combine multiple principles, including:

- a) **Accessibility & Universal Design:** Improve access to transportation services through universal design, wayfinding, and safe and clear paths of travel. Safe, weather-protected, and comfortable infrastructure for transit riders, pedestrians and bicyclists.
- b) **Transportation System Operations:** Improve traveler safety, convenience, and connectivity between all modes: bus transfers, bike/ped access to bus and train, passenger drop offs, ridesharing, and rider parking. Consider both current and future travel demand from new residents, employees, and visitors.

- c) **Place-Making:** Create a welcoming, attractive, memorable, vibrant place for all users through the design of communal spaces, visitor information, public art, landscaping, lighting, plaza materials, transit architecture and other design elements.
- d) **Durability and Maintenance:** Consider safety, cleanliness, and long-term maintenance needs in design.

Element 3: Transit Station Access Improvements

Task 3.1: Station Accessibility Audit

Accessibility for all modal users is a great need within UTA stations. Consultant will utilize a quantitative framework to document the ease with which individuals of all abilities can access UTA transit options - both across transit modes within a station area and from the adjoining street and pedestrian networks. Connectivity to landmark attractions within the station area should also be considered. User groups to address are pedestrians, non-motorized vehicles, motorized vehicles, and ridesharing options. Specific examples of such projects include wayfinding design and integration, visual & graphical information displays, multi-modal accessibility, and a cohesive customer experience.

Element 3.2: Prioritization of Improvements

Based on the findings of the Station Accessibility Audit, the Consultant will present a prioritized list of improvements to the built environment, both on UTA property and adjoining property, that will lead to increased ease of access for these user groups. Examples of which may include, but are not limited to: enhanced bicycle parking facilities, pedestrian crossings and bridges, visual and physical wayfinding, landscape alterations, reorientation of vehicle access.

Element 3.3: Cost Analysis

Improvements identified by the Consultant must include practical cost analyses of each individual project. The aim will be to understand the financial implications of pursuing each accessibility upgrade.

POOL C: Zoning Code Analysis & Recommendations

Element 1: Zoning Code Analysis & Recommendations

Outcomes from a Station Area Plans and other relevant community outreach or planning efforts may indicate that a municipality's local land use regulations require amendments. Consultants should have experience drafting zoning codes and advising local land use authorities on developing code that reflects stated objectives for real estate development with a specific focus on optimizing transit investments and transit-oriented developments. This experience should include a full range of zoning-related code development - from those that concentrate or intensify real estate activity in certain areas to those that minimize real estate development and promote conservation. Examples could include form-based codes, incentives for promoting municipal priorities, development right transfer programs (TDRs), and land protection tools such as conservation, agricultural, and open space easements.

Consultant should have experience developing legal code and ordinances for municipalities in Utah that abide by federal and state provisions, specifically zoning code and related land use regulations.

POOL D: Affordable Housing Needs Assessments

Element 1: Existing Conditions Assessment & Gap Analysis

Consultant will prepare an assessment of affordable housing needs within the Station Area as related to existing and planned affordable housing in surrounding neighborhoods, the municipality, and the region. Assessments should consider the efforts of local housing authorities, local private development, and recipients of local, state, and federal affordable housing development funds. The focus of this Element should be identifying the gap in affordable housing needs. Information used to help identify this gap should include: municipal "Moderate-Income Housing Plans", data available from the State of Utah and its research affiliates, housing data specific to the county and the locality, and information provided by any housing authority operating in that county or locality.

Element 2: Housing Needs Recommendations

Based on the Gap Analysis, Consultant will provide recommendations on the total number of affordable residential units and the targeted Area Median Income for those units (expressed as "percentage of AMI") for the Station Area. Recommendations must fulfill any state, county, or municipal requirements for affordable housing development

POOL D- Affordable Housing Need Assessments										
Design Workshop										
No.	Firm	Prime	Sub	Last Name	First Name	Discipline/Classification	Basic Hourly Rate	Overhead rate Percentage	Fee	Fully Burdened Bill Rate
1	Design Workshop	x		Geddes	Chris	Principal in Charge	\$ 54.33	179.91%	15%	\$ 174.89
2	Design Workshop	x		Krohngold	Eric	Project Manager, Housing Analys	\$ 39.66	179.91%	15%	\$ 127.66
3	Design Workshop	x		Burrowes	Emily	Project Planner	\$ 30.29	179.91%	15%	\$ 97.50
4							\$	%	%	\$
5							\$	%	%	\$
6							\$	%	%	\$
7							\$	%	%	\$
8							\$	%	%	\$
9							\$	%	%	\$
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16							\$	%	%	\$
17							\$	%	%	\$
18							\$	%	%	\$
19							\$	%	%	\$
20							\$	%	%	\$
				Signature: Mahendra Bachtiar		Date: 8/8/2022				
				Title: Assistant Controller						

Design Workshop annual rate adjustment occur Oct 1 of each year starting 2023: * Annual escalation of 3%

David Evans & Associates annual rate adjustment occur Oct 1 of each year starting 2023: * Annual

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 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.

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:

CONTRACTOR:

By: _____
Date

By: _____

By: _____
Date

Date: _____

By: _____
Date

By: _____

ATTACHMENT 1 – TASK ORDER STATEMENT OF WORK OR SERVICES

EXHIBIT D – FEDERAL FORMS

ATTACHMENT A: EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE STATEMENT

The undersigned states on behalf of the Bidder / Offeror Design Workshop Inc.

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 Chris Geddes
Title Principal

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: Design Workshop, Inc.

Address: 1390 Lawrence St. #100 Denver, CO, 80204

Signed: 

Title: Principal

Phone Number: 720.907.9339

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 _____ percent (____%) 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.

<u>DBE Name & Address</u>	<u>Description of Work</u>	<u>\$ Amount of Participation</u>	<u>% of Total Price</u>
_____	_____	\$ _____	_____%
_____	_____	\$ _____	_____%
_____	_____	\$ _____	_____%
_____	_____	\$ _____	_____%

(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.



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.

We certify that we are willing to participate and enter into a subcontract with a DBE subconsultant in an amount to be determined on Federal projects, if our firm is awarded the contract with Utah Transit Authority. At this time there is a race neutral requirement with no corresponding task orders requiring DBE participation.

Date: 4.14.2022

Company Name: Design Workshop Inc.

Signature: 

Printed Name: Chris Geddes

Title: Principal

ATTACHMENT A-2: SAMPLE LETTER OF INTENT TO SUBCONTRACT WITH DBE FIRM

(COMPANY LETTERHEAD)

(DATE)

(DBE)

(Name and Address)

Reference: (Project Name and Bid/SOQ Number)


(Appropriate Salutation)

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

Please sign this "Letter of Intent to Subcontract" to verify that you are willing to participate and enter into a subcontract with our firm to provide (specify equipment, materials, supplies, services, etc.) in the amount of \$_____ if our firm is awarded the contract with Utah Transit Authority. **A DBE company has to be certified in the State of Utah and current in its DBE certification. Please attach a copy of a recent certification letter/annual update that states your firm is presently certified as a DBE by the Utah Uniform Certification Program (UUCP).**

DBE firm has read and certifies to the above:

Prime Consultant:

	
Signature	Signature
	Chris Geddes
Printed Name	Printed Name
	Principal
Title	Title

We certify that we are willing to participate and enter into a subcontract with a DBE subconsultant in an amount to be determined on Federal projects, if our firm is awarded the contract with Utah Transit Authority. At this time there is a race neutral requirement with no corresponding task orders requiring DBE participation.

NOTE: Submit this letter with specific information and it signed by the proposed DBE company. All equipment, materials, supplies, and services to be provided by the DBE subconsultant must be listed, and all amounts to be paid to the DBE subconsultant must be specified.

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

ATTACHMENT A-3: GOOD FAITH EFFORTS DOCUMENTATION FORM

Whether a Bidder / 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
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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.

Not applicable due to race neutral RFP requirement.

Date: 4.14.2022

Signature: 

Printed Name: Chris Geddes

Title: Principal

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
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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.

Not applicable due to race neutral RFP requirement.

Date: 4.14.2022

Signature: 

Printed Name: Chris Geddes

Title: Principal

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.

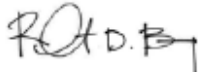
This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that none of the Consultant, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

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 _____.



Signature of the Bidder or Offeror Authorized Official

Robb Berg

Name and Title of the Bidder or Offeror Authorized Official

FEDERAL ID # 84-0819969

4.14.2022

Date

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 bid 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.

ATTACHMENT D: CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Robb Berg, President, hereby certifies

(Name and Title of Company Official)


on behalf of Design Workshop, Inc. that:

(Name of Company)

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

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

Executed this 14 day of April, 2022.

By 

(Signature of Authorized Official)

President

(Title of Authorized Official)

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

Pursuant to Maritime Administration regulations, "Cargo Preference -- U.S.-Flag Vessels", 46 C.F.R. Part 381, the 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.

The items listed above are not applicable to the services Design Workshop provides.

Date 4.14.2022

Signature 

Title Principal



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 (ADBE 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: David Evans and Associates, Inc.

Firm Address: 10913 South River Front Parkway, Suite 150

South Jordan, UT 84095

Status: Non-DBE DBE

Company's Type of Work: Transportation and Transit Engineering and Planning

Month/Year firm started: April/1976



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: Fehr & Peers

Firm Address: 2180 South 1300 East, Suite 220

Salt Lake City, Utah 84106

Status: Non-DBE DBE

Company's Type of Work: A/E Firm, Transportation Consulting

Month/Year firm started: July 1985

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: Design Workshop, Inc.

Firm Address: 1390 Lawrence St. #100 Denver, CO 80204

Status: Non-DBE DBE

Company's Type of Work: Landscape Architecture, Urban Design, and Planning, Affordable Housing, Market Analysis, Zoning, Code Analysis

Month/Year firm started: 1969

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

Annual Gross Receipts of the Firm: (check one)

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

Name of Solicitation: UTA TOD Station Plan Consulting Services Pool



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: Design Workshop, Inc., does hereby acknowledge and agree to comply with by signing below, the Authority's requirement to have written subcontracts for all the Work provided for by 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: Design Workshop, Inc.

Signed by: 

Title: Principal

Date: 4.14.2022

EXHIBIT E -FEDERAL CLAUES

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 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 Part31, apply to its actions pertaining to the Contract. Upon execution of the underlying Contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which the Work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the federal government deems appropriate. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification to the federal government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 USC §5307, the federal government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5307(n)(1) on the Consultant, to the extent the federal government deems appropriate. The Consultant agrees to include the above two clauses in each subcontract or purchase order financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the 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 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 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 BE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49CFR 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; 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 (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)'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]

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.

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; (v) voluntarily excluded from participation in any federally assisted award; and/or (vi) disqualified from participation in any federally assisted award. By submitting a response to UTA’s solicitation for the Contract, Consultant has certified that the foregoing items (i) through (vi) 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:

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
- 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:

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.

i (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.

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

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

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

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

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

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

(C) In the event Consultant, the laborers or mechanics to be employed in the classification or their representatives, and UTA's Civil Rights Compliance Office do not agree on the proposed classification and wage rate (including the amount designated

for fringe benefits, where appropriate), UTA's Civil Rights Compliance Office shall refer the questions, including the views of all interested parties and the recommendation of UTA's Civil Rights Compliance Office, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

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

(2) **Withholding** – UTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from Consultant under the Contract or any other federal contract for which Consultant is the prime Consultant, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by Consultant, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by Consultant or any 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 other 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, 29CFR Part 5 and that such information is correct and complete:

(1) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been

made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3; and

(2) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents forth 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.

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

progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the

i 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.

ii (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.

iii **(5) Compliance with Copeland “Anti-Kickback” Act Requirements** – Consultant shall comply with the requirements of 29CFR 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.

iv **(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.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 9/28/2022

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 Pools A, C, F (IBI Group)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Authorize the Executive Director to execute the task ordering agreement and associated disbursements with IBI Group to add them to the Station Area Planning Pool of Consultants (Pools A, C, and F).

BACKGROUND:

UTA is providing technical assistance to cities that are completing station area planning work in response to HB462 requirements.

DISCUSSION:

In response to HB462, the TOC Department is setting up and maintaining a pool of pre-qualified consultants that may be solicited to complete particular tasks via task order. Said pools will increase UTA's efficiency and ability to respond to the needs of our partner cities. IBI has been selected for Pool A - Station Area Planning, Design and Refinement, Pool C - Zoning Code Analysis & Recommendations, and Pool F - Parametric Design Modeling. 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:	IBI Group
Contract Number:	22-035677
Base Contract Effective Dates:	11/01/2022 to 11/01/2027
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$600,000 not to exceed estimated total cost
Procurement Method:	RFQU (Qualification)
Budget Authority:	This project is included in the 2022 Capital Budget.

ALTERNATIVES:

N/A

FISCAL IMPACT:

Station area plans will be funded through a combination of FTA grants, partner funds, and UTA capital project funds.

ATTACHMENTS:

1. Task Ordering Agreement

TASK ORDERING AGREEMENT FOR PROFESSIONAL SERVICES
UTA CONTRACT #22-035677
TOD Station Area Planning Consultant Pools A, C, & F

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 IBI Group, a California Partnership (“Consultant” or “IBI Group, a California Partnership”).

RECITALS

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

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. Consultant shall perform all Work under this TOA in a professional manner, using the standard of care, skill and judgment which can reasonably be expected from similarly situated professionals currently practicing in the same locality under similar conditions (the “Standard of Care”).
- c. All Work shall conform to generally accepted standards in the transit industry. Consultant

shall perform all Work in compliance with applicable laws, regulations, rules, ordinances, permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection.

- d. Consultant shall furnish only qualified personnel and materials necessary for the performance of the Work.
- e. When performing Work on UTA property, Consultant shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.
- 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 reasonable 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, if the parties cannot agree with the terms of the Task Order 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 (as set out in Exhibit A).
- 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 (as set out in Exhibit A) are for the sole benefit of UTA, and shall not relieve Consultant of its responsibility to comply with the Contract requirements.

- e. UTA will have the right to inspect, monitor and review any Work performed by Consultant hereunder as deemed necessary by UTA to verify that such Work conforms to the 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 requirements of this TOA.
- f. UTA shall have the right to reject Work which fails to conform to the Standard of Care requirements of this TOA. 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.

5. PERIOD OF PERFORMANCE

This Contract shall commence as of the date of the Notice to Proceed letter. 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 guaranteed completion date may be extended if Consultant and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Consultant under this 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 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 included and attached.

8. ORDER OF PRECEDENCE

The Order of Precedence for this contract is as follows:

1. This UTA Task Ordering Agreement, 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 this UTA Task Order Agreement or a UTA 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 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 TOA 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 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 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 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. In order to timely process invoices, Contractor shall include the following information on each invoice:
- i. Contractor Name
 - ii. Unique Invoice Number
 - iii. PO Number
 - iv. Invoice Date
 - v. Detailed Description of Charges
 - vi. Total Dollar Amount Due
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal.

11. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT

Subject to the Consultant's receipt of payment of the Consultant's invoices, 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 ("Instruments of Service"), 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. To the extent that any deliverables include or incorporate preexisting Intellectual Property of Consultant, Consultant hereby grants UTA a, perpetual, royalty-free 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 grants the Consultant a perpetual, royalty-free, irrevocable, non-exclusive license to exercise all such Intellectual Property rights and every other right, title and interest in the Instruments of Service and Intellectual Property inherent in the Services without obligation to account to, or obtain consent from, UTA.

All Intellectual Property rights arising from any further development or modification of the Services that are conceived, developed, effected or first reduced to practice by the Consultant or its Representatives will vest in the Consultant or its Representatives, and will not vest in UTA, its directors, officers, partners, agents, employees, affiliates, subconsultants and volunteers except pursuant to subsequent written agreement.

Should UTA use or provide the Instruments of Service or the Intellectual Property inherent in the Services to a third party for purposes other than for which the Services were provided, UTA will indemnify and hold harmless Consultant against all claims, damages, losses and costs (including reasonable legal and professional fees) arising out of or resulting from UTA's improper use of the Instruments of Service and/or Intellectual Property.

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.

12. **KEY PERSONNEL**

Consultant shall provide the key personnel as indicated in Consultant's Proposal (or other applicable provisions of this Contract) and shall not change any of said key personnel without the express written consent of UTA. The following personnel are considered to be "key" under this clause:

Ray Whitechurch, Project Manager, Principle/Planning

David Nicholas, Planning, Landscape Architect

Lance Tyrrell, Urban Designer, Planner, Landscape Designer

William Deol, Director – Multi-Modal Transportation Planning

Steve Schibuola, Director/Principal in Charge

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.

13. **SUSPENSION OF WORK**

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

14. **TERMINATION**

- a. **FOR CONVENIENCE**: UTA shall have the right to terminate the Contract at any time by providing written notice to Consultant. If the Contract is terminated for convenience, UTA shall pay Consultant: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and 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; 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, subject to payment of Consultant invoices for services. 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. 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.

15. **INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS**

Consultant shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under 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 (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.

16. FINDINGS CONFIDENTIAL

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

mitigation of the breach for review and approval by UTA.

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

17. PUBLIC INFORMATION.

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

18. GENERAL INDEMNIFICATION AND LIMIT OF LIABILITY

Consultant shall indemnify and hold harmless UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all liabilities, substantiated 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 negligent acts or omissions of Consultant or any of its owners, officers, directors, agents, employees or subconsultants.

Notwithstanding anything to the contrary herein, and except with respect to claims arising out of the fraud, wilful misconduct or gross negligence of Consultant, the total amount of claims UTA may have against Consultant under a specific Task Order and arising from Consultant's negligent acts, errors and/or omissions in the provision of the Services will be the insurance minimum dollar limits required by Section 19 below. Neither Consultant nor UTA will be liable to the other for any incidental, consequential, indirect, special or punitive damages, damages related to loss of use, loss of profit, loss of opportunity, or loss of income, in each case rising out of this agreement and regardless of a party being advised of the possibility of such damages.

19. 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 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
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Employers' Liability

Each Accident	\$100,000
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Disease – Each Employee	\$100,000
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Disease – Policy Limit	\$500,000
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- 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
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Annual Aggregate	\$2,000,000
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- 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 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 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.

20. **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.

21. **PROHIBITED INTEREST**

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

22. **CLAIMS/DISPUTE RESOLUTION**

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

process.

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

Level of Authority	Time Limit
UTA’s Project Manager/Consultant’s Principal	Five calendar days
UTA’s Director of Real Estate & TOD / Consultant’s Director	Five calendar days
UTA’s Chief Service Development Officer/Consultant’s Managing Director	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, 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.

23. **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.

24. **ASSIGNMENT OF CONTRACT**

Neither UTA nor Consultant will transfer, sublet or assign any rights or duties under, or interest in, this TOA, without the prior written consent of the other party.

25. **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.

26. **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: with a required copy to

Utah Transit Authority
ATTN: Vicki Woodward
669 West 200 South
Salt Lake City, UT 84101

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

If to Consultant

IBI Group, A California Partnership
Ray Whitchurch
10 Exchange Place, Suite 112
Salt Lake City, UT 84111

- 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.

27. **CONTRACT ADMINISTRATOR**

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

28. **INSURANCE COVERAGE 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-818.5) for the subconsultant's employees

and the employee's dependents during the duration of the subcontract.

29. **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 reasonable costs and expenses, including mediation, arbitration, or litigation, court costs and reasonable attorneys' fees, if any, incurred in connection with such suit, including on appeal, to the extent permitted by law.

30. **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.

31. **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.

32. **UTAH ANTI-BOYCOTT OF ISRAEL ACT**

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

33. **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.

34. **ENTIRE AGREEMENT**

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

35. **AMENDMENTS**

Any amendment to this Contract must be in writing and executed by the authorized representatives

of each party.

36. **COUNTERPARTS**

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

37. **SURVIVAL**

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


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

UTAH TRANSIT AUTHORITY:

IBI GROUP, A CALIFORNIA PARTNERSHIP:

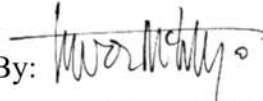
By
Mary DeLoretto,
Chief Service Development Officer

Date:


By:  Date: 9/9/2022
Name: Ray Whitchurch
Title Principal

By
Jay Fox,
Executive Director

Date:

By:  Date: 9/9/2022
Name: Trevor McIntyre
Title Managing Director

Approved as to Content and Form

DocuSigned by:
By: 
9F58C025-77E5-44EF-B246-E4734B94510D
Mike Bell, AAG State of Utah
And UTA Legal Counsel

Date: 9/12/2022

Reviewed & Recommended

DocuSigned by:
By: 
AF5CC1DBE605447...

Date: 9/9/2022

Jordan Swain
TOD Project Manager

UTA Project Number 22-035677VW

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.

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). IBI Group, a California Partnership, being awarded a MTOA for Pool A - Station Area Planning, Design and Refinement, Pool C - Zoning Code Analysis & Recommendations, and Pool F - Parametric Design Modeling.

The Period of Performance shall be until January 1, 2025. 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 A - Station Area Planning, Design and Refinement:

Element 1: Station Area Planning

Element 1.1: Existing Conditions Analysis

Review and assessment of relevant documentation and conditions within a Station Area boundary (a ½ mile radius around the Station) to establish an objective context for envisioning new development. Documentation to be considered includes: environmental conditions (both built and natural), real estate market, moderate income and affordable housing plans, catchment area gaps (as related to active and micro-mobility modes), socioeconomic dynamics, parking demand at station, legal framework (locally-adopted policies, plans, and ordinances), and regional transit service planning.

Element 1.2: Community Engagement

Outreach efforts that develop an understanding of the perspectives and expectations of landowners, residents, and other interested stakeholders affected by potential

changes in the Station Area. At a minimum, Consultant should display successful facilitation of: design charrettes, workshops, public open houses, round table discussions, public meetings with elected officials.

Element 1.3: Shared Vision

Utilizing the existing conditions analysis and community engagement process as source material, producing a shared vision that depicts and describes how properties and infrastructure within a Station Area may be developed and modified for the sake of achieving a vision that optimizes TOD potential while adhering to the needs of stakeholders involved. Consultant's examples of work should reflect a range of engaging media for all stakeholders involved, such as: high-quality, printable plan documents; interactive web-based layouts, mapping and graphical representations, and abbreviated handouts.

Element 1.4: Implementation Plan

Compilation of tasks necessary to realize the established vision that focuses on the individuals, departments, stakeholders, or commissions with authority and/or responsibility to execute each task. Timing/order/priority of each task, approximate financial and/or funding implications also need to be considered.

Element 2: Transit Hub Design

UTA's Station Areas provide hubs where transit modes (commuter rail, light rail, streetcar, rapid bus, and conventional bus), pedestrian connections (walkways, bikeways, pocket parks, outdoor event spaces), and personal vehicles (park-and-rides, drop offs, rideshare) all intersect. Designing these hubs to be safe, efficient, and pleasant requires a qualified understanding of how to integrate train and bus connections into a community.

The Consultant must have experience designing effective transit hub that combine multiple principles, including:

- a) **Accessibility & Universal Design:** Improve access to transportation services through universal design, wayfinding, and safe and clear paths of travel. Safe, weather-protected, and comfortable infrastructure for transit riders, pedestrians and bicyclists.
- b) **Transportation System Operations:** Improve traveler safety, convenience, and connectivity between all modes: bus transfers, bike/ped access to bus and train, passenger drop offs, ridesharing, and rider parking. Consider both current and future travel demand from new residents, employees, and visitors.

- c) **Place-Making:** Create a welcoming, attractive, memorable, vibrant place for all users through the design of communal spaces, visitor information, public art, landscaping, lighting, plaza materials, transit architecture and other design elements.
- d) **Durability and Maintenance:** Consider safety, cleanliness, and long-term maintenance needs in design.

Element 3: Transit Station Access Improvements

Task 3.1: Station Accessibility Audit

Accessibility for all modal users is a great need within UTA stations. Consultant will utilize a quantitative framework to document the ease with which individuals of all abilities can access UTA transit options - both across transit modes within a station area and from the adjoining street and pedestrian networks. Connectivity to landmark attractions within the station area should also be considered. User groups to address are pedestrians, non-motorized vehicles, motorized vehicles, and ridesharing options. Specific examples of such projects include wayfinding design and integration, visual & graphical information displays, multi-modal accessibility, and a cohesive customer experience.

Element 3.2: Prioritization of Improvements

Based on the findings of the Station Accessibility Audit, the Consultant will present a prioritized list of improvements to the built environment, both on UTA property and adjoining property, that will lead to increased ease of access for these user groups. Examples of which may include, but are not limited to: enhanced bicycle parking facilities, pedestrian crossings and bridges, visual and physical wayfinding, landscape alterations, reorientation of vehicle access.

Element 3.3: Cost Analysis

Improvements identified by the Consultant must include practical cost analyses of each individual project. The aim will be to understand the financial implications of pursuing each accessibility upgrade.

Pool C: Zoning Code Analysis & Recommendations

Element 1: Zoning Code Analysis & Recommendations

Outcomes from a Station Area Plans and other relevant community outreach or planning efforts may indicate that a municipality's local land use regulations require amendments. Consultants should have experience drafting zoning codes and advising local land use authorities on developing code that reflects stated objectives for real estate development with a specific focus on optimizing transit investments and transit-oriented developments. This experience should include a full range of zoning-related code development - from those that concentrate or intensify real estate activity in certain areas to those that minimize real estate development and promote conservation. Examples could include form-based codes, incentives for promoting municipal priorities, development right transfer programs (TDRs), and land protection tools such as conservation, agricultural, and open space easements.

Consultant should have experience developing legal code and ordinances for municipalities in Utah that abide by federal and state provisions, specifically zoning code and related land use regulations.

Pool F: Parametric Design Modeling

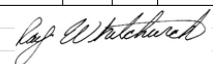
Element 1: Transit-Oriented Development Readiness Assessment

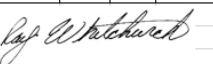
Utilizing a parametric design model whereby specific factors in the built environment, economic markets, and governmental structures are able to be modeled, Consultant will produce a methodology for assessing the readiness of multiple Station Areas or individual Station Areas to catalyze Transit-Oriented Development.

Consultant must have experience gathering all necessary data for a parametric design model and demonstrated ability to build such a model. Necessary data inputs include but are not limited to: local, regional, and state land use codes, economics of agglomerated industries, population growth and demographic change, localized consumer preferences, traditional retail and commercial real estate market indices, assessment of bureaucratic procedures, and readiness of the local political apparatus. Unique identifiers within or adjacent to any Station Area must also be considered. These may include: regional employers, academic and research institutions, hospitals and health systems, grocers, and the allocation of public amenities.

Element 2: Recommendations to Increase Transit-Oriented Development Readiness.

EXHIBIT B – PRICING

POOL A– Station Area Planning, Design & Refinement										
IBI Group										
No.	Firm	Prime	Sub	Last Name	First Name	Discipline/Classification	Basic Hourly Rate	Overhead rate Percentage	Fee	Fully Burdened Bill Rate
1	IBI Group			Whitchurch	Ray	Employee 1 (Senior-most position)	\$ 68.69	134.3900%	15%	\$ 185.15
2	IBI Group			Nicholas	David	Employee 2 (as needed)	\$ 74.99	134.3900%	15%	\$ 202.13
3	IBI Group			McIntyre	Trevor	Employee 3 (as needed)	\$ 103.83	134.3900%	15%	\$ 279.87
4	IBI Group			Gabriel	Alex	Employee 4 (as needed)	\$ 32.21	134.3900%	15%	\$ 86.82
5	IBI Group			Ashish	Ghate	Employee 5 (as needed)	\$ 72.12	134.3900%	15%	\$ 194.40
7	IBI Group			Delo	William	Employee 7 (as needed)	\$ 94.15	134.3900%	15%	\$ 253.78
8	IBI Group			Theurer	Brad	Employee 8 (as needed)	\$ 45.67	134.3900%	15%	\$ 123.10
9	IBI Group			Hartleiben	Oliver	Employee 9 (as needed)	\$ 52.49	134.3900%	15%	\$ 141.49
10	IBI Group			Moore	Jennifer	Employee 10 (as needed)	\$ 46.25	134.3900%	15%	\$ 124.67
11	IBI Group			Jenkins	Roberto	Employee 11 (as needed)	\$ 43.75	134.3900%	15%	\$ 117.93
12	IBI Group			Pillman	Peter	Employee 12 (as needed)	\$ 119.37	134.3900%	15%	\$ 321.76
13	IBI Group			Fu	Ge	Employee 13 (as needed)	\$ 37.44	134.3900%	15%	\$ 100.92
14	IBI Group			Zhao	Yutong	Employee 14 (as needed)	\$ 30.77	134.3900%	15%	\$ 82.94
15							\$	%	%	\$
16							\$	%	%	\$
17							\$	%	%	\$
18							\$	%	%	\$
19							\$	%	%	\$
20							\$	%	%	\$
21							\$	%	%	\$
Signature:					Date: Aug 10, 2022					
Title: Principal										

POOL C – Zoning Code Analysis & Recommendations										
IBI Group										
No.	Firm	Prime	Sub	Last Name	First Name	Discipline/Classification	Basic Hourly Rate	Overhead rate Percentage	Fee	Fully Burdened Bill Rate
1	IBI Group	x		Whitchurch	Ray	Employee 1 (Senior-most positio	\$ 68.69	134.3900%	15.0%	\$ 185.15
2	IBI Group	x		Tyrrell	Lance	Employee 2 (as needed)	\$ 43.22	134.3900%	15.0%	\$ 116.50
3	IBI Group	x		Moore	Jennifer	Employee 3 (as needed)	\$ 46.25	134.3900%	15.0%	\$ 124.67
4	IBI Group	x		Tunell	Eric	Employee 4 (as needed)	\$ 39.42	134.3900%	15.0%	\$ 106.26
5	IBI Group	x		McIntyre	Trevor	Employee 5 (as needed)	\$ 103.30	134.3900%	15.0%	\$ 278.44
6	IBI Group	x		Ghate	Ashish	Employee 6 (as needed)	\$ 89.54	134.3900%	15.0%	\$ 241.35
7	IBI Group	x		Fu	Ge	Employee 7 (as needed)	\$ 37.44	134.3900%	15.0%	\$ 100.92
8						Employee 8 (as needed)	\$	%	%	\$
9						Employee 9 (as needed)	\$	%	%	\$
10						Employee 10 (as needed)	\$	%	%	\$
11							\$	%	%	\$
12							\$	%	%	\$
13							\$	%	%	\$
14							\$	%	%	\$
15							\$	%	%	\$
16							\$	%	%	\$
17							\$	%	%	\$
18							\$	%	%	\$
19							\$	%	%	\$
20							\$	%	%	\$
Signature:					Date: Aug 10, 2022					
Title: Principal										

POOL F – Parametric Design Modeling										
IBI Group										
No.	Firm	Prime	Sub	Last Name	First Name	Discipline/Classification	Basic Hourly Rate	Overhead rate Percentage	Fee	Fully Burdened Bill Rate
1	IBI Group	x		King	Jason	Parametric Planning	\$101.02	134.3900%	15%	\$ 272.30
2	IBI Group	x		Lee	Michael	Employee 2 (as needed)	\$ 40.05	134.3900%	15%	\$ 107.95
3	IBI Group	x		Fruithandler	Julia	Employee 3 (as needed)	\$ 39.33	134.3900%	15%	\$ 106.01
4	IBI Group	x		Ferguson	Robert	Employee 4 (as needed)	\$ 24.84	134.3900%	15%	\$ 66.96
5	IBI Group	x		Whitchurch	Ray	Employee 5 (as needed)	\$ 68.69	134.3900%	15%	\$ 185.15
6	IBI Group	x		McIntyre	Trevor	Employee 6 (as needed)	\$ 103.30	134.3900%	15%	\$ 278.44
7	IBI Group	x		Vesz	Rachal	Employee 7 (as needed)	\$ 29.65	134.3900%	15%	\$ 79.92
8						Employee 8 (as needed)	\$	134.3900%	%	\$
9						Employee 9 (as needed)	\$	134.3900%	%	\$
10						Employee 10 (as needed)	\$	134.3900%	%	\$
11							\$	%	%	\$
12							\$	%	%	\$
13							\$	%	%	\$
14							\$	%	%	\$
15							\$	%	%	\$
16							\$	%	%	\$
17							\$	%	%	\$
18							\$	%	%	\$
19							\$	%	%	\$
20							\$	%	%	\$
				Signature: <i>Raf W. Watcharee</i>		Date: Aug 10, 2022				
				Title: Principal						

IBI Group annual rate adjustment occur 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.

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:

CONTRACTOR:

By: _____
Date

By: _____

By: _____
Date

Date: _____

By: _____
Date

By: _____

ATTACHMENT 1 – TASK ORDER STATEMENT OF WORK OR SERVICES

EXHIBIT D – FEDERAL FORMS

ATTACHMENT A: EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE STATEMENT

The undersigned states on behalf of the Bidder / Offeror _____.

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 Ray Whitchurch
Title Principal

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: IBI Group a California Partnership

Address: 10 Exchange Place, # 110 Salt Lake City, Utah, USA

Signed: 

Title: Principal - IBI Group

Phone Number: (801) 333-3011 (cell (801) 556-0053)

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 _____ percent (____%) 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.

<u>DBE Name & Address</u>	<u>Description of Work</u>	<u>\$ Amount of Participation</u>	<u>% of Total Price</u>
_____	_____	\$ _____	____%
_____	_____	\$ _____	____%
_____	_____	\$ _____	____%
_____	_____	\$ _____	____%

(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.



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: 21 April, 2022

Company Name: IBI Group

Signature: 

Printed Name: Ray Whitchurch

Title: Principal

ATTACHMENT A-2: SAMPLE LETTER OF INTENT TO SUBCONTRACT WITH DBE FIRM

(COMPANY LETTERHEAD)

(DATE)

(DBE)

(Name and Address)

Reference: (Project Name and Bid/SOQ Number)

(Appropriate Salutation)

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

Please sign this "Letter of Intent to Subcontract" to verify that you are willing to participate and enter into a subcontract with our firm to provide (specify equipment, materials, supplies, services, etc.) in the amount of \$ _____ if our firm is awarded the contract with Utah Transit Authority. A DBE company has to be certified in the State of Utah and current in its DBE certification. Please attach a copy of a recent certification letter/ annual update that states your firm is presently certified as a DBE by the Utah Uniform Certification Program (UUCP).

DBE firm has read and certifies to the above:

Prime Consultant:

Signature

Signature

Printed Name

Printed Name

Title

Title

NOTE: Submit this letter with specific information and it signed by the proposed DBE company. All equipment, materials, supplies, and services to be provided by the DBE subconsultant must be listed, and all amounts to be paid to the DBE subconsultant must be specified.

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

ATTACHMENT A-3: GOOD FAITH EFFORTS DOCUMENTATION FORM

Whether a Bidder / 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
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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: _____

Signature: _____

Printed Name: _____

Title: _____

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: Ray Whitchurch

(Print name & title)

Solicitation No. NA

Name of Project TOD Station A Area Consulting Services Pools

Location of Workforce Salt Lake, Utah, Davis, Weber Counties

Prime Consultant IBI Group a California Partnership

In keeping with UTA policy of nondiscrimination in employment practices, the IBI Group (Name of Company) has set as a project goal for the utilization of minorities, which is NA %. 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 IBI Group (Company name), by its Ray Whitchurch (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.

Ray Whitchurch- IBI Group, Principal

Signature and Title of Company Official (Consultant)

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)*

 _____ 04/21/2022 _____
Signature Date

Principal _____

Title
IBI Group a California Partnership _____

Name of Company/Offeror

Rev 5/30/07

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 _____.



Signature of the Bidder or Offeror Authorized Official

Ray Whitchurch - IBI Group, Principal

Name and Title of the Bidder or Offeror Authorized Official

FEDERAL ID # _____

04/21/2022

Date

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 bid 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.

ATTACHMENT D: CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Ray Whitchurch, hereby certifies

(Name and Title of Company Official)

on behalf of IBI Group a California Partnership 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, 202022

By Ray Whitchurch

(Signature of Authorized Official)

Principal

(Title of Authorized Official)

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

Pursuant to Maritime Administration regulations, "Cargo Preference -- U.S.-Flag Vessels", 46 C.F.R. Part 381, the 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 04/21/2022

Signature Ray Whitchurch

Title Principal



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: IBI Group a California Partnership

Firm Address: 10 Exchange Place, Suite 110

Salt Lake City, UT 84111

Status: Non-DBE DBE

Company's Type of Work: Station Area Planning, Transit Planning, Operations, Urban Design, Code & Parametric Analysis, Public Engagement, Arc

Month/Year firm started: 1978

Company Owner(s) Ethnic Background (optional)

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

Annual Gross Receipts of the Firm: (check one)

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

Name of Solicitation: TOD Station Area Consulting Services Pools



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: IBI Group), 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: IBI Group

Signed by: Ray Whitechurch

Title: Principal

Date: 04/21/2022

EXHIBIT E -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 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 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 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 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 BE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49CFR 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; 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 (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)'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]

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.

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

ADA ACCESS

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

Domestic Preference

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

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
- 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:

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.

i (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.

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

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

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

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

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

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

(C) In the event Consultant, the laborers or mechanics to be employed in the classification or their representatives, and UTA's Civil Rights Compliance Office do not agree on the proposed classification and wage rate (including the amount designated

for fringe benefits, where appropriate), UTA's Civil Rights Compliance Office shall refer the questions, including the views of all interested parties and the recommendation of UTA's Civil Rights Compliance Office, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

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

(2) **Withholding** – UTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from Consultant under the Contract or any other federal contract for which Consultant is the prime Consultant, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by Consultant, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by Consultant or any 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 other 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, 29CFR Part 5 and that such information is correct and complete:

(1) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been

made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3; and

(2) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents forth 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.

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

determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program.
If the

- i 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.
- ii (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.
- iii **(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.
- iv **(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.



Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 9/28/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Jared Scarbrough, Acting Director of Capital Construction
Kyle Stockley, Rail Infrastructure Project Manager

TITLE:

Change Order: On-Call Infrastructure Maintenance Contract Task Order #22-72 - 11000 S Grade Crossing Replacement (Stacy and Witbeck, Inc)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve Task Order #22-72 to the on-call infrastructure maintenance contract and authorize the Executive Director to execute a task order and associated disbursements for Stacy and Witbeck in the amount of \$237,226.

BACKGROUND:

In October 2020, UTA released a request for procurement (RFP) for an on-call maintenance contractor focused specifically on infrastructure assets. Bids were received and evaluated, and Stacy and Witbeck Inc. was selected as the winner based on overall scoring using the best value format. The UTA Board of Trustees approved the contract and authorized the Executive Director to execute the contract with Stacy and Witbeck Inc. on January 27, 2021. This contract is for three-years with two one-year options.

UTA's rail infrastructure is at an age where yearly rehabilitations and replacements need to occur to maintain the infrastructure in a state of good repair. These projects typically address three concerns:

- 1) Passenger ride quality
- 2) Automobile cross-traffic ride quality
- 3) Potential stray current issues

DISCUSSION:

UTA Staff is requesting approval of Task Order 22-072 with Stacy and Witbeck, Inc. to complete one grade crossing replacement project in the amount of \$237,226. The scope of this request includes full replacement of the at-grade crossing at 11000 South on the Blue Line in Draper.

The Task Order has been determined to be within the scope of the master Task Ordering Agreement. The Task Order pricing has been determined to be fair and reasonable based on both a UTA Independent Cost Estimate and performance of a Price Analysis.

CONTRACT SUMMARY:

Contractor Name:	Stacy and Witbeck Inc.
Contract Number:	20-03349 - 72
Base Contract Effective Dates:	January 1, 2021 through December 31, 2023
Extended Contract Dates:	N/A
Existing Contract Value:	\$20,620,620
Amendment Amount:	\$237,226
New/Total Contract Value:	\$20,857,846
Procurement Method:	RFP best value modification
Budget Authority:	SGR and Capital Projects 2022 Budget

ALTERNATIVES:

If we do not replace the grade crossing, the degradation will slow or stop service

FISCAL IMPACT:

This budget is included in the 2022 Capital Program

ATTACHMENTS:

- 1) Task Order

TASK ORDER NO 22-072

TASK ORDER NAME: 11000 S Grade Crossing

PROJECT CODE: SGR385 40-7385.68912

This is Task Order No. 22-072 to the On Call Maintenance Contract entered into by and between Utah Transit Authority (UTA) and Stacy and Witbeck, Inc. (Contractor) as of February 2nd, 2021.

This Task Order is part of the On Call Maintenance Contract and is governed by the terms thereof.

The purpose of this Task Order is to specifically define the scope, schedule, lump sum price, 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 the Task Order 22-072 is hereby attached and incorporated into this Task Order.

2.0 SCHEDULE

The Substantial Completion Date for this Task is December 31st, 2022. The Final Acceptance Date for this Task is December 31st, 2022.

3.0 LUMP SUM PRICE

The price for this task order is a not to exceed \$237,226.00. Invoices will be billed on monthly basis for work completed to date.

4.0 APPLICABILITY OF FEDERAL CLAUSES


This Task Order does does not [Check Applicable] include federal assistance funds which requires the application of the Federal Clauses appended as Exhibit D to the On Call Maintenance Contract.

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

UTAH TRANSIT AUTHORITY:

STACY AND WITBECK, INC.:

By: _____
Jay Fox, Executive Director > \$100,000 Date


By:  _____
ACA3AB62608B4E2...
8/24/2022

By: _____
Mary DeLoretto, Chief Service Development Ofc. < 100,000 Date

Date: _____

By: _____
Jared Scarbrough, Acting Director of Capital Construction < \$50,000 Date

By: _____
Kyle Stockley, Project Manager < \$10,000 Date

 _____
Legal Review Procurement Review

Stacy and Witbeck

August 17, 2022

On Call Services

Mr. Kyle Stockley
Rail Infrastructure Project Manager
Utah Transit Authority
2264 South 900 West
South Salt Lake City, UT 84119

Reference: On-Call Transit Infrastructure Construction, Maintenance and Repair
Project No: 20-03349VW

Subject: 22-634 - 11000 South Embedded Crossing

Dear Kyle:

We are pleased to provide the attached cost estimate to remove and replace the at-grade crossing at 11000 South on the Blue Line in Draper with 180 TF of embedded track crossing. The existing rail will be replaced with new 115# rail provided by UTA. Stacy and Witbeck has assumed the replacement will take place during one continuous shutdown with no trains running, and a bus bridge in affect to service UTA riders. A complete power down of the overhead contact wires will be required to safely perform the demolition portion of work on both tracks. We look forward to constructing this project for UTA this year at a mutually agreed upon schedule.

Exclusions:

- Railroad Flagging
- Track to Earth Testing
- Sales Tax on Permanent Materials
- OSC power down
- Taking crossings and signals out of service
- Any signal or comm related work items
- Grade Stabilization outside of Trackway
- Other Track Materials (Rail Boot, Steel Ties & Hardware)

Clarifications:

- Please see detailed list of each bid item below.
- 115# rail to be provided by UTA.
- SWI has assumed the replacement will take place during one continuous shutdown with no trains running, and a bus bridge in affect to service UTA riders
- The unit costs for each bid item includes the costs of insurance, bond, and risk at the agreed upon rates.
- We are excluding all utility relocations and conflicts from our pricing. Any conflicts or relocations will need to be addressed as a change of condition.
- The scope of work is inclusive of only the items and scope that are listed below. Any other items of work or changes to the below scope will need to be repriced.

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

Stacy and Witbeck

Bid Item 1000 – Field Engineering and Project Controls – 1 LS – Total of \$12,895.00 – This bid item includes Stacy and Witbeck field support from field engineer to manage construction. The field engineer will also perform pre-task planning and coordination with UTA. This item also includes office manager time for payroll and accounts payable.

Bid Item 1100 – Permits and Regulatory Approvals – 1 LS – Total \$2,239.00 – This bid item includes the cost to obtain all necessary city permits required to perform the work.

Bid Item 2000 – Safety Program and Administration – 1 LS – Total of \$2,783.00 – Cost of Safety Supplies, safety personnel to visit the site, and incidental drug testing.

Bid Item 2500 – Key Personnel Travel & Subsistence – 1 LS – Total \$4,282.00 – This bid item includes cost to provide travel arrangements and subsistence for 2 key track personnel for the duration of the work.

Bid Item 3000 – QC Program & Testing – 1 LS – Total \$6,893.00 – This bid item includes cost for SWI QC manager and Consolidated Engineering Laboratories to provide field and lab technicians to test and monitor materials. Also includes their management personnel to oversee testing and documentation. Includes weld testing performed by Quality Testing & Inspection (QTI).

Bid Item 5000 – Traffic and Pedestrian Control – 1 LS – Total of \$6,830.00 – This bid item includes the cost to provide traffic Control drawings for the closure and detours on 11000th South. Includes all traffic control devices, signage, and flaggers. Per direction from Sandy city, the crossing work must be performed in halves in order to maintain continuous traffic flow past the crossing on 106th south. This will require additional traffic shifts, personnel, and flaggers to maintain and control side streets.

Bid Item 6000 – Construction Survey and Layout – 1 LS – Total \$4,478.00 – This bid item includes the cost for construction layout survey.

Bid Item 7000 – 10600 South Embedded Grade Crossing – 180 TF - \$973.00 Per TF – Total \$175,140.00 – This bid item includes the following items.

- Item 7010– Roadway Striping – Includes reinstating all striping and pavement markings affected by the construction.
- Item 7020 – Demo Existing Crossing - Includes saw cutting, removal, haul off and dump fees for roadway, crossing, curb, sidewalk, and excavation.
- Item 7030 – Aggregate Base with Fabric - Includes geo-grid fabric and aggregate base course under the embedded track, AC pavement, and curb.
- Item 7040 – Asphalt Cement Roadway Paving - Includes 183 SY of AC paving between the tracks and to tie into the existing roadway on the east and west sides of the tracks.
- Item 7050 – Concrete Sidewalk and Curb – Includes replacement of 40 LF of curb and gutter, and 257 SF of sidewalk
- Item 7060 –Handle Track Materials - Includes transportation and handling of rail boot and steel ties for the embedded track. Includes loading and hauling of UTA provided rail.
- Item 7070 – Thermite Welding - Includes 12 115# thermite welds. Excludes weld testing. Weld testing included in Bid Item 3000

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

Stacy and Witbeck

- Item 7080 – Embedded Track Construction - Includes construction of 180 TF of embedded rail per the Sugar House Streetcar details. The dimensions of the track slab will vary from the Sugar House detail by using a 96" x 15" track slab, rather than an 84" x 15" track slab.

Bid Item 8000 – Rail Salvage Credit – 7 TN – (\$168/TN) – Total (\$1,176.00) – This item is a credit for the rail salvage price at the current anticipated steel salvage rates as provided by Western Metals Recycling.

Bid Item 10000 – Mobilization – 1 LS – Total \$6,312.00 – This bid item includes the cost for mobilizing heavy equipment to and from the project site prior to each shutdown, and final project cleanup. includes street sweeping, field sanitary expenses, temporary site lighting, field office supplies, and jobsite dumpster.

Bid Item 100000 – Fee (7.5%) – 1 LS – Total of \$16,550.00 – This is the agreed to 7.5% GMGC fee.

The total price for this scope of work is **\$237,226.00**

If you have any questions, please contact me.

Sincerely,
Stacy and Witbeck, Inc.



Collin Christensen
Project Manager

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

08/17/2022 10:01
 22-634 11000 S Embedded Crossing - Blue Line
 *** Collin Christensen, CC

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1000	Field Engineering & Project Controls	1.000	LS	12,895.00	12,895.00
1100	Permits & Regulatory Approvals	1.000	LS	2,239.00	2,239.00
2000	Safety Program & Administration	1.000	LS	2,783.00	2,783.00
2500	Key Personnel Travel & Subsistence	1.000	LS	4,282.00	4,282.00
3000	QC Program & Testing	1.000	LS	6,893.00	6,893.00
5000	Traffic & Pedestrian Control	1.000	LS	6,830.00	6,830.00
6000	Construction Survey/Layout	1.000	LS	4,478.00	4,478.00
7000	11000 South Embedded Crossing	180.000	TF	973.00	175,140.00
8000	Rail Salvage Credit	7.000	TN	-168.00	-1,176.00
10000	Mobilization	1.000	LS	6,312.00	6,312.00
Subtotal					\$220,676.00
100000	Fee (7.5%)	1.000	LS	16,550.00	16,550.00
Bid Total =====>					\$237,226.00



Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 9/28/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Jared Scarbrough, Acting Director of Capital Construction
Kyle Stockley, Rail Infrastructure Project Manager

TITLE:

Change Order: On-Call Infrastructure Maintenance Contract Task Order #22-73 - 700 East Kimballs Lane Grade Crossing Replacement (Stacy and Witbeck, Inc)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve task order #22-73 to the on-call infrastructure maintenance contract and authorize the Executive Director to execute a task order and associated disbursements for Stacy and Witbeck in the amount of \$284,634.

BACKGROUND:

In October 2020, UTA released a request for procurement (RFP) for an on-call maintenance contractor focused specifically on infrastructure assets. Bids were received and evaluated, and Stacy and Witbeck Inc. was selected as the winner based on overall scoring using the best value format. The UTA Board of Trustees approved the contract and authorized the Executive Director to execute the contract with Stacy and Witbeck Inc. on January 27, 2021. This contract is for three-years with two one-year options.

UTA's rail infrastructure is at an age where yearly rehabilitations and replacements need to occur to maintain the infrastructure in a state of good repair. These projects typically address three concerns:

- 1) Passenger ride quality
- 2) Automobile cross-traffic ride quality
- 3) Potential stray current issues

DISCUSSION:

UTA Staff is requesting approval of Task Order #22-73 with Stacy and Witbeck, Inc. to complete one grade

crossing replacement project in the amount of \$284,634. The scope of this request includes full replacement of the at-grade crossing at 700 East Kimball's Lane on the Blue Line in Draper. The Task Order has been determined to be within the scope of the master Task Ordering Agreement. The Task Order pricing has been determined to be fair and reasonable based on both a UTA Independent Cost Estimate and performance of a Price Analysis.

CONTRACT SUMMARY:

Contractor Name:	Stacy and Witbeck Inc.
Contract Number:	20-03349 - 73
Base Contract Effective Dates:	January 1, 2021 through December 31, 2023
Extended Contract Dates:	N/A
Existing Contract Value:	\$20,857,846
Amendment Amount:	\$284,634
New/Total Contract Value:	\$21,142,480
Procurement Method:	RFP best value modification
Budget Authority:	SGR and Capital Projects 2022 Budget

ALTERNATIVES:

If we do not replace the grade crossing, the degradation will slow or stop service

FISCAL IMPACT:

This budget is included in the 2022 Capital Program

ATTACHMENTS:

- 1) Task Order

TASK ORDER NO# 22-73

TASK ORDER NAME: 700 East Kimballs Lane Grade Crossing

PROJECT CODE: SGR385 40-7385.68912

This is Task Order No. 22-73 to the On Call Maintenance Contract entered into by and between Utah Transit Authority (UTA) and Stacy and Witbeck, Inc. (Contractor) as of February 2nd, 2021.

This Task Order is part of the On Call Maintenance Contract and is governed by the terms thereof.

The purpose of this Task Order is to specifically define the scope, schedule, lump sum price, 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 the Task Order #22-73 is hereby attached and incorporated into this Task Order.

2.0 SCHEDULE

The Substantial Completion Date for this Task is December 31st, 2022. The Final Acceptance Date for this Task is December 31st, 2022.

3.0 LUMP SUM PRICE

The price for this task order is a not to exceed \$284,634.00. Invoices will be billed on monthly basis for work completed to date.

4.0 APPLICABILITY OF FEDERAL CLAUSES

This Task Order does does not [Check Applicable] include federal assistance funds which requires the application of the Federal Clauses appended as Exhibit D to the On Call Maintenance Contract.

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

UTAH TRANSIT AUTHORITY:

STACY AND WITBECK, INC.:

By: _____
Jay Fox, Executive Director > \$200,000 Date

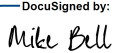
By: 
ACA3AB62608B4E2...
8/25/2022

By: _____
Mary DeLoretto, Chief Service Development Ofc. < 200,000 Date

Date: _____

By: _____
Jared Scarbrough, Acting Director of Capital Construction < \$75,000 Date

By: _____
Kyle Stockley, Project Manager < \$25,000 Date


Legal Review Procurement Review

Stacy and Witbeck

August 15, 2022

On Call Services

Mr. Kyle Stockley
Rail Infrastructure Project Manager
Utah Transit Authority
2264 South 900 West
South Salt Lake City, UT 84119

Reference: On-Call Transit Infrastructure Construction, Maintenance and Repair
Project No: 20-03349VW

Subject: 22-635 - 700 East Kimball Ln Embedded Crossing

Dear Kyle:

We are pleased to provide the attached cost estimate to remove and replace the at-grade crossing at 700 East Kimball's Lane on the Blue Line in Draper with 260 TF of embedded track crossing. The existing rail will be replaced with new 115# rail provided by UTA. Stacy and Witbeck has assumed the replacement will take place during one continuous shutdown with no trains running, and a bus bridge in affect to service UTA riders. A complete power down of the overhead contact wires will be required to safely perform the demolition portion of work on both tracks. We look forward to constructing this project for UTA this year at a mutually agreed upon schedule.

Exclusions:

- Railroad Flagging
- Track to Earth Testing
- Sales Tax on Permanent Materials
- OSC power down
- Taking crossings and signals out of service
- Any signal or comm related work items
- Grade Stabilization outside of Trackway
- Other Track Materials (Rail Boot, Steel Ties & Hardware)

Clarifications:

- Please see detailed list of each bid item below.
- 115# rail to be provided by UTA.
- SWI has assumed the replacement will take place during one continuous shutdown with no trains running, and a bus bridge in affect to service UTA riders
- The unit costs for each bid item includes the costs of insurance, bond, and risk at the agreed upon rates.
- We are excluding all utility relocations and conflicts from our pricing. Any conflicts or relocations will need to be addressed as a change of condition.
- The scope of work is inclusive of only the items and scope that are listed below. Any other items of work or changes to the below scope will need to be repriced.

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

Stacy and Witbeck

Bid Item 1000 – Field Engineering and Project Controls – 1 LS – Total of \$14,960.00 – This bid item includes Stacy and Witbeck field support from field engineer to manage construction. The field engineer will also perform pre-task planning and coordination with UTA. This item also includes office manager time for payroll and accounts payable.

Bid Item 1100 – Permits and Regulatory Approvals – 1 LS – Total \$2,238.00 – This bid item includes the cost to obtain all necessary city permits required to perform the work.

Bid Item 2000 – Safety Program and Administration – 1 LS – Total of \$3,416.00 – Cost of Safety Supplies, safety personnel to visit the site, and incidental drug testing.

Bid Item 2500 – Key Personnel Travel & Subsistence – 1 LS – Total \$5,922.00 – This bid item includes cost to provide travel arrangements and subsistence for 2 key track personnel for the duration of the work.

Bid Item 3000 – QC Program & Testing – 1 LS – Total \$9,105.00 – This bid item includes cost for SWI QC manager and Consolidated Engineering Laboratories to provide field and lab technicians to test and monitor materials. Also includes their management personnel to oversee testing and documentation. Includes weld testing performed by Quality Testing & Inspection (QTI).

Bid Item 5000 – Traffic and Pedestrian Control – 1 LS – Total of \$13,068.00 – This bid item includes the cost to provide traffic Control drawings for the closure and detours on 700 East and Kimball’s Lane. Includes all traffic control devices, signage, and flaggers.

Bid Item 6000 – Construction Survey and Layout – 1 LS – Total \$4,477.00 – This bid item includes the cost for construction layout survey.

Bid Item 7000 – 10600 South Embedded Grade Crossing – 260 TF - \$796.00 Per TF – Total \$206,960.00 – This bid item includes the following items.

- Item 7010– Roadway Striping – Includes reinstating all striping and pavement markings affected by the construction.
- Item 7020 – Demo Existing Crossing - Includes saw cutting, removal, haul off and dump fees for roadway, crossing, curb, sidewalk, and excavation.
- Item 7030 – Aggregate Base - Includes aggregate base course under the embedded track, AC pavement, and curb.
- Item 7040 – Asphalt Cement Roadway Paving - Includes 216 SY of AC paving between the tracks and to tie into the existing roadway on the north and south sides of the tracks.
- Item 7050 – Concrete Sidewalk and Curb – Includes replacement of 40 LF of curb and gutter, and 201 SF of sidewalk
- Item 7060 –Handle Track Materials - Includes transportation and handling of rail boot and steel ties for the embedded track. Includes loading and hauling of UTA provided rail.
- Item 7070 – Thermite Welding - Includes 16 115# thermite welds. Excludes weld testing. Weld testing included in Bid Item 3000

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

Stacy and Witbeck

- Item 7080 – Embedded Track Construction - Includes construction of 180 TF of embedded rail per the Sugar House Streetcar details. The dimensions of the track slab will vary from the Sugar House detail by using a 96" x 15" track slab, rather than an 84" x 15" track slab.

Bid Item 8000 – Rail Salvage Credit – 10 TN – (\$168/TN) – Total (\$1,680.00) – This item is a credit for the rail salvage price at the current anticipated steel salvage rates as provided by Western Metals Recycling.

Bid Item 10000 – Mobilization – 1 LS – Total \$6,310.00 – This bid item includes the cost for mobilizing heavy equipment to and from the project site prior to each shutdown, and final project cleanup. includes street sweeping, field sanitary expenses, temporary site lighting, field office supplies, and jobsite dumpster.

Bid Item 100000 – Fee (7.5%) – 1 LS – Total of \$19,858.00 – This is the agreed to 7.5% GMGC fee.

The total price for this scope of work is **\$284,634.00**

If you have any questions, please contact me.

Sincerely,
Stacy and Witbeck, Inc.



Collin Christensen
Project Manager

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

08/15/2022 15:02
 22-635 700 East Kimball Ln Embedded Crossing
 *** Collin Christensen, CC

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1000	Field Engineering & Project Controls	1.000	LS	14,960.00	14,960.00
1100	Permits & Regulatory Approvals	1.000	LS	2,238.00	2,238.00
2000	Safety Program & Administration	1.000	LS	3,416.00	3,416.00
2500	Key Personnel Travel & Subsistence	1.000	LS	5,922.00	5,922.00
3000	QC Program & Testing	1.000	LS	9,105.00	9,105.00
5000	Traffic & Pedestrian Control	1.000	LS	13,068.00	13,068.00
6000	Construction Survey/Layout	1.000	LS	4,477.00	4,477.00
7000	700 East Kimball Ln Embedded Xing	260.000	TF	796.00	206,960.00
8000	Rail Salvage Credit	10.000	TN	-168.00	-1,680.00
10000	Mobilization	1.000	LS	6,310.00	6,310.00
Subtotal					\$264,776.00
100000	Fee (7.5%)	1.000	LS	19,858.00	19,858.00
Bid Total =====>					\$284,634.00



Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 9/28/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Jared Scarbrough, Acting Director of Capital Construction
Kyle Stockley, Rail Infrastructure Project Manager

TITLE:

Change Order: On-Call Infrastructure Maintenance Contract Task Order #22-80 - 2022 Phase 2 Grade Crossing Material Procurement (Stacy and Witbeck, Inc)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve Task Order #22-80 to the on-call infrastructure maintenance contract and authorize the Executive Director to execute a task order and associated disbursements for Stacy and Witbeck in the amount of \$238,146.

BACKGROUND:

In October 2020, UTA released a request for procurement (RFP) for an on-call maintenance contractor focused specifically on infrastructure assets. Bids were received and evaluated, and Stacy and Witbeck Inc. was selected as the winner based on overall scoring using the best value format. The UTA Board of Trustees approved the contract and authorized the Executive Director to execute the contract with Stacy and Witbeck Inc. on January 27, 2021. This contract is for three-years with two one-year options.

UTA's rail infrastructure is at an age where yearly rehabilitations and replacements need to occur to maintain the infrastructure in a state of good repair. These projects typically address three concerns:

- 1) Passenger ride quality
- 2) Automobile cross-traffic ride quality
- 3) Potential stray current issues

DISCUSSION:

UTA Staff is requesting approval of task order #22-80 with Stacy and Witbeck, Inc. in the amount of \$238,146 to procure material for the remaining 10 grade crossings due to be replace/constructed in 2022. The Task Order has been determined to be within the scope of the master Task Ordering Agreement. The Task Order pricing has been determined to be fair and reasonable based on both a UTA Independent Cost Estimate and performance of a Price Analysis.

CONTRACT SUMMARY:

Contractor Name:	Stacy and Witbeck Inc.
Contract Number:	20-03349-80
Base Contract Effective Dates:	January 1, 2021 through December 31, 2023
Extended Contract Dates:	N/A
Existing Contract Value:	\$20,382,474
Amendment Amount:	\$238,146
New/Total Contract Value:	\$20,620,620
Procurement Method:	RFP best value modification
Budget Authority:	SGR and Capital Projects 2022 Budget

ALTERNATIVES:

If we do not procure these items at this time, it may delay the grade crossing replacement schedule next year.

FISCAL IMPACT:

This budget is included in the 2022 Capital Program

ATTACHMENTS:

- 1) Task Order

TASK ORDER NO# 22-80

TASK ORDER NAME: 022 OTM Procurement Phase 2

PROJECT CODE: SGR393 40-7393.68912

This is Task Order No. 22-80 to the On Call Maintenance Contract entered into by and between Utah Transit Authority (UTA) and Stacy and Witbeck, Inc. (Contractor) as of February 2nd, 2021.

This Task Order is part of the On Call Maintenance Contract and is governed by the terms thereof.

The purpose of this Task Order is to specifically define the scope, schedule, lump sum price, 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 the Task Order #22-80 is hereby attached and incorporated into this Task Order.

2.0 SCHEDULE

The Substantial Completion Date for this Task is December 31st, 2022. The Final Acceptance Date for this Task is December 31st, 2022.

3.0 LUMP SUM PRICE

The price for this task order is a not to exceed \$238,146.00. Invoices will be billed on monthly basis for work completed to date.

4.0 APPLICABILITY OF FEDERAL CLAUSES

This Task Order does does not [Check Applicable] include federal assistance funds which requires the application of the Federal Clauses appended as Exhibit D to the On Call Maintenance Contract.

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

UTAH TRANSIT AUTHORITY:

STACY AND WITBECK, INC.:

By: _____
Jay Fox, Executive Director > \$200,000 Date

By: DocuSigned by: Collin Christensen
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8/31/2022

By: _____
Mary DeLoretto, Chief Service Development Ofc. < 200,000 Date

Date: _____

By: _____
Jared Scarbrough, Acting Director of Capital Construction < \$75,000 Date

By: _____
Kyle Stockley, Project Manager < \$25,000 Date

DocuSigned by: Mike Bell
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Legal Review Procurement Review

Stacy and Witbeck

July 1, 2022

On Call Services

Mr. Kyle Stockley
Rail Infrastructure Project Manager
Utah Transit Authority
2264 South 900 West
South Salt Lake City, UT 84119

Reference: On-Call Transit Infrastructure Construction, Maintenance and Repair
Project No: 20-03349VW

Subject: 22-639 - 2022 OTM Procurement Phase 2

Dear Kyle:

We are pleased to provide the attached cost estimate to procure the required track materials (boot and steel ties) and rebar to construct 10 additional embedded crossings in Draper and South Jordan. Those crossings include:

- 10600 South – Blue Line
- 11000 South – Blue Line
- 700 East/Kimballs Ln – Blue Line
- 12000 South – Blue Line
- 12300 South – Blue Line
- 10200 South – Mid-Jordan
- Bingham Rim Rd – Mid-Jordan
- Burntside Ave – Mid-Jordan
- Lake Run – Mid Jordan
- Pipestone Way – Mid-Jordan

Exclusions:

- Railroad Flagging
- Track to Earth Testing
- Sales Tax on Permanent Materials

Clarifications:

- Please see detailed list of each bid item below.
- The unit costs for each bid item includes the costs of insurance, bond, and risk at the agreed upon rates.
- The scope of work is inclusive of only the items and scope that are listed below. Any other items of work or changes to the below scope will need to be repriced.

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

Stacy and Witbeck

Bid Item 1000 – Field Engineering and Project Controls – 1 LS – Total of \$4,525.00 – This bid item includes Stacy and Witbeck field support from field engineer to manage construction. The field engineer will also perform pre-task planning and coordination with UTA. This item also includes office manager time for payroll and accounts payable.

Bid Item 2000 – Safety Program and Administration – 1 LS – Total of \$1,090.00 – Cost of Safety Supplies, safety personnel to visit the site, and incidental drug testing.

Bid Item 4000 – Embedded OTM Procurement – 1 LS – Total of \$126,865.00 – This bid item includes the cost to purchase and unload all necessary rail boot and epoxy coated steel ties required for all 10 crossings.

Bid Item 4500 – Rebar Procurement – 1 LS – Total of \$89,052.00 – This bid item includes the cost to purchase, deliver, and unload the required epoxy coated rebar for all 10 crossings.

Bid Item 100000 – Fee (7.5%) – 1 LS – Total of \$16,614.00 – This is the agreed to 7.5% GMGC fee.

The total price for this scope of work is **\$238,146.00**

If you have any questions, please contact me.

Sincerely,
Stacy and Witbeck, Inc.



Collin Christensen
Project Manager

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

07/01/2022 12:03
 22-639 Phs 2-2022 Embedded Xing OTM Procurment
 *** Collin Christensen, CC **BID TOTALS**

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1000	Field Engineering & Project Controls	1.000	LS	4,525.00	4,525.00
2000	Safety Program & Administration	1.000	LS	1,090.00	1,090.00
4000	Embedded OTM Procurement	1.000	LS	126,865.00	126,865.00
4500	Rebar Procurement	1.000	LS	89,052.00	89,052.00
Subtotal					\$221,532.00
100000	Fee (7.5%)	1.000	LS	16,614.00	16,614.00
Bid Total =====>					\$238,146.00



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 9/28/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Cheryl Beveridge, Chief operating officer
PRESENTER(S): Ben Adams, Manager of Commuter Rail Vehicle Maintenance
Marco Gamonal, Manager of Light Rail Vehicle Maintenance

TITLE:

Change Order: TRAX and Commuter Rail Car Cleaning Contract - Last Option Year (Image Property Services)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve modification 1 to the TRAX and Commuter Rail Car Cleaning contract with Image Property Services, and authorize the Executive Director to execute the modification, and associated disbursements, which exercises the final option year and includes an inflation-based price increase. The modification amount is \$1,310,802.99

BACKGROUND:

In 2018 UTA put out an RFP requesting bids for rail vehicle cleaning, the selection committee awarded the bid to Image Property Services and in June of 2018 UTA signed a contract with them.

They are contracted to provide several cleaning services for our Rail fleets, these services include deep cleaning at the maintenance facilities, nightly and/or daily cleaning and porter services out in our system at end of lines.

The services they provide are very important to the TRAX and Frontrunner business units as well as to our customers.

The contract has reached its final year option and we would like to continue having them provide their services to UTA as this work is essential to our daily operations.

DISCUSSION:

UTA Staff is requesting approval of this contract modification, Image Property Services understand our needs, schedule and are equipped to handle the current workload. Image property services has requested a contract modification due to the increases they have incurred due to the results of the current economic climate. They like UTA have difficulties finding and maintaining full staffing levels. Additionally, Image did not request or receive any cost increases for the first option year (2021-2022).

Overall, UTA management is pleased with their performance and support this request. The overall additional cost above the original contract for the final year is a 9.1% increase

CONTRACT SUMMARY:

Contractor Name:	Image Property Services LLC
Contract Number:	17-2584
Base Contract Effective Dates:	June 18, 2018 - June 30, 2022
Extended Contract Dates:	July 1, 2022 - June 30, 2023
Existing Contract Value:	\$4,318,090.72
Amendment Amount:	\$1,310,802.99
New/Total Contract Value:	\$5,628,893.71
Procurement Method:	RFP
Budget Authority:	Approved Operations Budget

ALTERNATIVES:

Alternatives would be to go out for contract or bring this work inhouse, we are pleased with the level of service that has been given thus far and would prefer to exercise the last option year of the contract. The maintenance departments are not staffed and ready to take on this work.

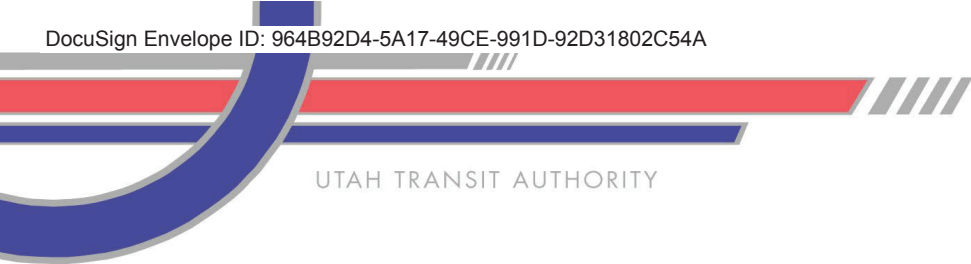
FISCAL IMPACT:

This budget is included in the 2022 and 2023 maintenance budgets for the TRAX and Commuter Rail departments.

ATTACHMENTS:

Contract modification letter

Original signed contract



UTAH TRANSIT AUTHORITY



669 West 200 South
Salt Lake City, UT 84101

August 30th, 2022

MasterCorp Commercial Services, LLC

richard.mclaughlin@mastercorp.com

SENT VIA E-MAIL ONLY

RE: Contract 17-2584 Janitorial

Contract Modification No. 1

Dear Mr. McLaughlin

The purpose of this letter is to modify the current Goods Supply and services Agreement (“Agreement”) between Image Property Services LLC. (contractor) and Utah Transit Authority (UTA), dated June 18, 2018 (UTA Contract Number 17-2584). This letter is to exercise the last option year to extend the contract to June 30,2023 and to accept an inflation-based price increase. This will increase the current contract by \$1,310,802.99 as referenced in Exhibit A for price increases. This will bring the new total contract value not-to-exceed \$5,628,893.71

All other terms and conditions of this contract shall continue in full force and effect.

If you are in agreement with the above referenced amendment, please sign on the line indicated below.

UTAH TRANSIT AUTHORITY

IMAGE PROPERTY SERVICES LLC.

By: _____ Date: _____
Jay Fox
Executive Director

DocuSigned by:

By: _____ Date: 8/30/2022
B7C1C83C2B59478...
Richard McLaughlin
President MCS

By: _____ Date: _____
Cherryl Beveridge
Acting Chief Operating Officer


DocuSigned by:

By: _____ Date: 8/30/2022
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Mike Bell
Assistant Attorney General



EXHIBIT A

	Current Rates	Final option year increase	Final year spend projection with 9.1 % Proposed increase	Contract Projected total after final option year
OGDEN DAY PORTER	\$ 1.42	\$ 1.60	\$ 1,310,802.99	\$ 5,628,893.71
PROVO DAY PORTER	\$ 2.24	\$ 2.53		
WS NIGHTLY	\$ 35.01	\$ 39.56		
Warm Springs DEEP Cleaning	\$ 264.78	\$ 299.20		
DRAPER DAY PORTER	\$ 2.16	\$ 2.44		
WEEKDAY-NIGHTLY (JR/Midvale)	\$ 18.28	\$ 20.66		
SAT-NIGHTLY (JR / Midvale)	\$ 23.78	\$ 26.87		
SUN-NIGHTLY (JR / Midvale)	\$ 25.50	\$ 28.82		
SERVICE AREA	\$ 10.60	\$ 11.98		
DEEP CLEAN Rail LR Cars	\$ 145.20	\$ 164.08		
DAYBREAK-DAY PORTER	\$ 1.73	\$ 1.96		
WVC-DAY PORTER	\$ 3.45	\$ 3.90		
CENTRAL-DAY PORTER	\$ 14.70	\$ 16.61		
UOFU cars	\$ 7.21	\$ 8.15		
DAYBREAK NIGHTLY	\$ 16.05	\$ 18.14		
DAYBREAK WEEKEND	\$ 10.60	\$ 11.98		
MILEAGE OUTSIDE OF YARD	\$ 0.55	\$ 0.62		



Image
Attn: Chris Wood
2030 W Desert Cove
Phoenix, AZ 85029

April 12, 2018

NOTICE OF INTENT TO AWARD

Contract 18-2584TB is intended to be awarded to your firm for Rail Car Cleaning. This intent to award is based on the proposal you submitted against our Request for Proposal (RFP) 18-2584TB. We would like to sit down and discuss further areas with the proposal we have concerns with before we finalize the award of the contract to Image.

If we are able to resolve our concerns the contract will be processed and a copy will be forwarded for your file once the appropriate signatures are obtained. All documentation and invoicing should reference the Contract number and line item on the contract.

Feel free to contact me at 801-287-3052 if you have any questions. Thank you for supporting the Utah Transit Authority.

Trent Blair
Contract Buyer

Price Schedule - Rail Cleaning

TRAX RAIL CAR CLEANING PRICING:

BASIC CONTRACT PERIOD: (June 1 2018 – June 30 2021):

Day porter	Image
Daybreak Parkway Station Rail Car Cleaning Weekday – Monday through Friday	\$1.73
West Valley Hub Station Rail Car Cleaning Weekday – Monday through Friday	\$3.45
Draper Towne Center Station Rail Car Cleaning Weekday – Monday through Friday	\$2.16
Central Pointe Station Rail Car Cleaning Weekday – Monday through Friday	\$14.70

DAYBREAK PARKWAY STATION NIGHT CLEANING SERVICES

BASIC CONTRACT PERIOD: (June 1 2018 – June 30 2021):

Night Cleaning	Image
Rail Cars Monday Friday (To include "As Required" items noted above.)	\$16.05
Maintain Service Area (See Pay Element 5)	\$10.60

NIGHTLY CLEANING SERVICES (JORDAN RIVER RAIL SERVICE CENTER JRRC and MIDVALE RAIL SERVICE CENTER MRSC)

BASIC CONTRACT PERIOD: (June 1 2018– June 30 2021):

Nightly Cleaning	Image
Rail Cars Monday-Thursday (To include "As Required" items noted above).	\$18.28

Rail Cars Friday (To include "As Required" items noted above).	\$18.28
Rail Cars Saturday (To include "As Required" items noted above).	\$23.78
Rail Cars Sunday (To include "As Required" items noted above).	\$25.50
U of U cars	\$7.21
Maintain Service Area (See Pay Element 5)	\$21.20

FIRST OPTION YEAR (June 1 2021 – June 30 2022):

Day Porter	Image
Daybreak Parkway Station Rail Car Cleaning Weekday – Monday through Friday	\$1.76
West Valley Hub Station Rail Car Cleaning Weekday – Monday through Friday	\$3.52
Draper Towne Center Station Rail Car Cleaning Weekday – Monday through Friday	\$2.20
Central Pointe Station Rail Car Cleaning Weekday – Monday through Friday	\$14.99

Daybreak Nightly	Image
Rail Cars Monday-Thursday (To include "As Required" items noted above.)	\$16.37
Maintain Service Area (See Pay Element 5)	\$10.81

JR and Midvale Nightly	Image
Rail Cars Monday-Thursday (To include "As Required" items noted above).	\$18.64
Rail Cars Friday (To include "As Required" items noted above).	\$18.64
Rail Cars Saturday (To include "As Required" items noted above).	\$24.26
Rail Cars Sunday (To include "As Required" items noted above).	\$26.01
U of U cars	\$7.35

Maintain Service Area (See Pay Element 5)	\$21.62
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SECOND OPTION YEAR (June 1 2022 – June 30 2023):

Day Porter	Image
Daybreak Parkway Station Rail Car Cleaning Weekday – Monday through Friday	\$1.80
West Valley Hub Station Rail Car Cleaning Weekday – Monday through Friday	\$3.59
Draper Towne Center Station Rail Car Cleaning Weekday – Monday through Friday	\$2.25
Central Pointe Station Rail Car Cleaning Weekday – Monday through Friday	\$15.29

Daybreak Nightly	
Rail Cars Monday-Thursday (To include "As Required" items noted above.)	\$16.70
Maintain Service Area (See Pay Element 5)	\$11.03

JR and Midvale Nightly	
Rail Cars Monday-Thursday (To include "As Required" items noted above).	\$19.02
Rail Cars Friday (To include "As Required" items noted above).	\$19.02
Rail Cars Saturday (To include "As Required" items noted above).	\$24.74
Rail Cars Sunday (To include "As Required" items noted above).	\$26.53
U of U cars	\$7.50
Maintain Service Area (See Pay Element 5)	\$22.06

MAJOR DEEP CLEANING SERVICES (JORDAN RIVER RAIL SERVICE CENTER JRRSC and MIDVALE RAIL SERVICE CENTER MRSC):

BASIC CONTRACT PERIOD: (June 1 2018– June 30 2021):

Deep Clean Rail Cars	
Deep Clean Rail Cars	\$145.20
Maintain Service Area (See Pay Element 5)	\$21.20

FIRST OPTION YEAR (June 1 2021 – June 30 2022):

Deep Clean Rail Cars	
Deep Clean Rail Cars	\$148.10
Maintain Service Area (See Pay Element 5)	\$21.62

SECOND OPTION YEAR (June 1 2022 – June 30 2023):

Deep Clean Rail Cars	
Deep Clean Rail Cars	\$151.07
Maintain Service Area (See Pay Element 5)	\$22.06

COMMUTER RAIL CAR CLEANING PRICING:**BASIC CONTRACT PERIOD: (June 1 2018 – June 30 2021):**

Pricing and payment will be per train car cleaned.

1. DAILY CLEANING SERVICES (WARM SPRINGS DIVISION):

Rail Cars (To include "As Required" items noted above.	\$35.01
Drivers area in Cab Car Compartment	see above
Additional mileage cost per mile for services outside Warm Springs Yard. Cleaning services will remain the same.	\$0.55

2. DEEP CLEANING SERVICES (WARM SPRINGS DIVISION):

Rail Cars, Deep Clean	\$264.78
-----------------------	----------

Drivers area in Cab Car Compartment	see above
Additional mileage cost per mile for services outside Warm Springs Yard. Cleaning services will remain the same.	\$0.55

1. DAY PORTER SERVICES (PROVO STATION):

Rail Car Cleaning Week day – Monday through Friday Pull-Out	\$2.24
Other Services	
Platform Cleaning – Monday through Saturday	see above
Break Room Cleaning – Monday through Saturday	see above

2. DAILY CLEANING SERVICES (PROVO STATION):

Rail Cars	\$33.53
Operator's Compartment in Cab Car	see above
Area Cleanup	\$10.60

5. DAY PORTER SERVICES (OGDEN STATION):

Rail Car Cleaning Week day – Monday through Friday Pull-Out	\$1.42
Other Services	
Platform Cleaning – Monday through Saturday	see above
Break Room Cleaning – Monday through Saturday	see above

FIRST OPTION YEAR: (June 1 2021– June 30 2022):

Pricing and payment will be per train car cleaned.

1. DAILY CLEANING SERVICES (WARM SPRINGS DIVISION):

Rail Cars (To include "As Required" items noted above.	\$35.71
Drivers area in Cab Car Compartment	see above
Additional mileage cost per mile for services outside Warm Springs Yard. Cleaning services will remain the same.	..56

2

Rail Cars, Deep Clean	\$270.08
Drivers area in Cab Car Compartment	see above
Additional mileage cost per mile for services outside Warm Springs Yard. Cleaning services will remain the same.	\$0.56

3. DAY PORTER SERVICES (PROVO STATION):

Rail Car Cleaning Week day – Monday through Friday Pull-Out	\$2.28
Other Services	
Platform Cleaning – Monday through Saturday	see above
Break Room Cleaning – Monday through Saturday	see above

4. DAILY CLEANING SERVICES (PROVO STATION):

Rail Cars	\$34.20
Operator's Compartment in Cab Car	see above

Area Cleanup	\$10.81
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5. DAY PORTER SERVICES (OGDEN STATION):

Rail Car Cleaning Week day – Monday through Friday Pull-Out	\$1.45
Other Services	
Platform Cleaning – Monday through Saturday	see above
Break Room Cleaning – Monday through Saturday	see above

SECOND OPTION YEAR: (June 1 2022– June 30 2023):

Pricing and payment will be per train car cleaned.

1. DAILY CLEANING SERVICES (WARM SPRINGS DIVISION):

Rail Cars (To include "As Required" items noted above.	\$36.41
Drivers area in Cab Car Compartment	see above
Additional mileage cost per mile for services outside Warm Springs Yard. Cleaning services will remain the same	\$0.57

2. DEEP CLEANING SERVICES (WARM SPRINGS DIVISION):

Rail Cars, Deep Clean	\$275.48
Drivers area in Cab Car Compartment	see above
Additional mileage cost per mile for services outside Warm Springs Yard. Cleaning services will remain the same	\$0.57

3. DAY PORTER SERVICES (PROVO STATION):

Rail Car Cleaning Week day – Monday through Friday Pull-Out	\$2.33
Other Services	
Platform Cleaning – Monday through Saturday	see above
Break Room Cleaning – Monday through Saturday	see above

4. DAILY CLEANING SERVICES (PROVO STATION):

Rail Cars	\$39.70
Operator's Compartment in Cab Car	see above
Area Cleanup	see above

5. DAY PORTER SERVICES (OGDEN STATION):

Rail Car Cleaning Week day – Monday through Friday Pull-Out	\$5.42
Other Services	
Platform Cleaning – Monday through Saturday	see above
Break Room Cleaning – Monday through Saturday	see above

BASIC CONTRACT PERIOD: (June 1 2018 – June 30 2021):

4. DAILY CLEANING SERVICES (OGDEN STATION):

Rail Cars	\$39.70
Operator's Compartment in Cab Car	see above
Area Cleanup	see above

FIRST OPTION YEAR: (June 1 2021 – June 30 2022):

4. DAILY CLEANING SERVICES (OGDEN STATION):

Rail Cars	\$40.49
Operator's Compartment in Cab Car	see above
Area Cleanup	see above

SECOND OPTION YEAR: (June 1 2022 – June 28 2023):

4. DAILY CLEANING SERVICES (OGDEN STATION):

Rail Cars	\$41.30
Operator's Compartment in Cab Car	see above
Area Cleanup	see above



REQUEST FOR PROPOSALS

Part 4A – FTA Standard Contract Terms

For purposes of this Part 4A, the term "Contractor" means the person or entity that is entering into this Contract with UTA, notwithstanding that in other parts of this Contract, that same person or entity might be referred to as the "supplier", "vendor", "consultant", or some other term.

1. **FLY AMERICA:** If the Contract involves the transportation of persons or property, by air, between a place in the United States and a place outside the United States, or between places outside the United States, Contractor shall comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.
2. **BUY AMERICA:** If the Contract is (i) for construction, or for the acquisition of iron, steel, or manufactured goods, or acquisition of rolling stock, and (ii) is, or might be, for an amount more than \$100,000, Contractor shall comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide 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 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content. Contractor shall include the requirements of this section in all subcontracts.
3. **CARGO PREFERENCE:** If the Contract involves any equipment, materials, or commodities that may be transported by ocean vessels, Contractor shall: (a) use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; (b) furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding clause to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to

UTA (through the contractor in the case of a subcontractor's bill-of-lading); and (c) include these requirements

5. **CLEAN WATER:** If this Contract is, or might be, for an amount more than \$100,000, Contractor shall comply in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.
4. **ENERGY CONSERVATION:** Contractor shall 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, with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* Contractor shall report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
6. **LOBBYING:** If this Contract is, or might be, for an amount more than \$100,000, Contractor certifies that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an 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; and (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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, Contractor shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)).
7. **ACCESS TO RECORDS AND REPORTS:** Contractor shall provide UTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until UTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto
8. **FEDERAL CHANGES:** Contractor acknowledges that Federal laws, regulations, policies, and related administrative practices applicable to the Contract may be modified from time to time. Contractor acknowledges that the most recent of such Federal requirements will govern the Contract at any particular time, unless the Federal Government determines otherwise. Likewise, new Federal laws, regulations, policies, and administrative practices may be established after the Contract is executed and may apply to the Contract.

Contractor shall at all times comply with all applicable Federal laws, regulations, policies, and related administrative practices, as they may be amended from time to time. Contractor's failure to so comply will constitute a material breach of this Contract.

9. **CLEAN AIR:** If this Contract is, or might be, for an amount more than \$100,000 in any year, Contractor shall at all comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* Contractor shall report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
10. **RECYCLED PRODUCTS:** Contractor shall comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.
11. **NO GOVERNMENT OBLIGATION TO THIRD PARTIES:** Contractor acknowledges 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 UTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. The Contractor shall include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
12. **PROGRAM FRAUD; FALSE OR FRAUDULENT STATEMENTS:** (a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Contract. Upon execution of this Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

(c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.
13. **TERMINATION:** See Part 4, paragraph 7.
14. **DEBARMENT:** If this Contract is for an amount equal to or greater than \$25,000, this Contract is a covered transaction for purposes of 49 CFR Part 29. As such, Contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. Contractor

shall comply with 49 CFR 29, Subpart C and shall include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

Upon execution of this Contract, Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Utah Transit Authority. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the Utah Transit Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor shall comply with the requirements of 49 CFR 29, Subpart C throughout the period of this Contract. Contractor shall include a provision requiring such compliance in its lower tier covered transactions.

- 15. PRIVACY ACT:** If Contractor administers any system of records on behalf of the Federal Government under this Contract, the Contractor shall comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, Contractor shall obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of this Contract. Contractor shall include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.
- 16. CIVIL RIGHTS:** (a) 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, Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor shall comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (b) Equal Employment Opportunity. The following equal employment opportunity requirements apply to this Contract:
- (1) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor shall comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor shall comply with any implementing requirements FTA may issue.
- (2) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of

age. In addition, the Contractor shall comply with any implementing requirements FTA may issue.

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

(c) The Contractor shall 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.

17. DISPUTES: See Part 4, paragraph 1.

18. DISADVANTAGED BUSINESS ENTERPRISE: (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. UTA's overall goal for DBE participation is 6.2%. If a separate contract goal has been established for this Contract, it is set forth on Attachment A-1 to this Contract.

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

(c) Contractor shall report its DBE participation obtained through race-neutral means throughout the period of performance.

(d) Contractor shall pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the UTA. In addition, Contractor shall return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the UTA and contractor's receipt of the partial retainage payment related to the subcontractor's work.

(e) Contractor shall promptly notify UTA, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of UTA.

19. ADA ACCESS: The Contractor shall 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. Among those regulations and directives are: (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36C.F.R. Part 1192 and 49 C.F.R. Part 38; (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41C.F.R. Subpart 101-19; (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630; (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

- 20. INCORPORATION OF FTA TERMS:** The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. Department of Transportation ("DOT"), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any UTA requests which would cause UTA to be in violation of the FTA terms and conditions.



REQUEST FOR PROPOSALS

Part 5 – Federal Clauses

1. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES: (1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. FALSE STATEMENTS OR CLAIMS, CIVIL AND CRIMINAL FRAUD: (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies 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 this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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

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

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

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

5. TERMINATION: (All Procurements greater than \$10,000.00):

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

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the UTA may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the UTA that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the UTA, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The UTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 10 calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

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

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

e. Termination for Convenience (Professional or Transit Service Contracts) The UTA, by written notice, may terminate this contract, in whole or in part, when it is in the UTA interest. If this contract is terminated, the UTA shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the UTA may terminate this contract for default. The

UTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the UTA.

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

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if: 1.) the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the UTA, acts of another Contractor in the performance of a contract with the UTA, epidemics, quarantine restrictions, strikes, freight embargoes; and 2.) the contractor, within [10] days from the beginning of any delay, notifies the UTA in writing of the causes of delay. If in the judgment of the UTA, the delay is excusable, the time for completing the work shall be extended. The judgment of the UTA shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

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

6. CIVIL RIGHTS REQUIREMENTS: The following requirements apply to the underlying contract (Contracts greater than \$10,000.00):

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

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

(i) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the

future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

7. DISADVANTAGED BUSINESS ENTERPRISE (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 14.47 %. A separate contract goal has not been established for this procurement. (b) The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Utah Transit Authority deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)). (c) The successful bidder/offeree will be required to report its DBE participation obtained through race-neutral means throughout the period of performance. (d) Prompt Payment and Return of Retainage: The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Utah Transit Authority. In addition, is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed. (e) The contractor must promptly notify Utah Transit Authority, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Utah Transit Authority.

8. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS: The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act,

or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

9. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT): (All

Procurements greater than \$25,000.00):

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

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

By signing and submitting the attached certification, the bidder or proposer certifies as follows:

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

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

11. FLY AMERICA REQUIREMENTS: Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act. The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that UTAs and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by

foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

12. ENERGY CONSERVATION REQUIREMENTS: The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

13. RECYCLED PRODUCTS:Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including **but** not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

14. ACCESS FOR INDIVIDUALS WITH DISABILITIES: The Recipient 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, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; 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; and 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 any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing. Among those regulations and directives are:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and FTA Master Agreement MA(15).

(11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

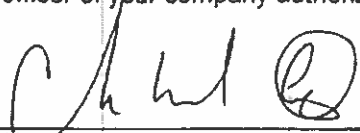
15. SEAT BELT USE: In accordance with the provisions of Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, the Recipient is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any sub-agreements, leases, third party contracts, or other similar documents in connection with the Project.

16. TEXTING WHILE DRIVING AND DISTRACTED DRIVING: Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, FTA encourages each third party contractor to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies that to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include this provision in each third party subcontract involving the project.

B. CONTRACTOR'S OFFER

By signing below, the Contractor makes a firm offer to deliver all supplies and/or perform all services or construction as set forth in the IFB (including any amendments), for the price set forth on Contractor's Price Bid Form. Signature must be by an officer of your company authorized to bind your company in contractual matters.

Image Property Services
(Contractor's Name)


(Signature)

3692 West 2100 South
(Contractor's Address)

Chris Wood
(Print Name)

Salt Lake City, UT, 84120
(Contractor's Address)

UTAH Branch Manager
(Title)

(Contractor's Address)

47-1287514
(Contractor's EIN)

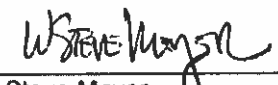
April 30, 2018
(Date)

(801) 440-6778
(Phone #)

Chris W @ CSS Cleans .com
(e-mail address)

C. UTA'S ACCEPTANCE

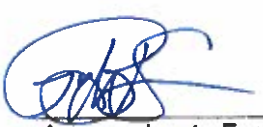
By signing below, UTA accepts Contractor's offer. This acceptance creates a binding Contract, which consists of the IFB, including any amendments, and Contractor's Bid. No additional contractual documents are necessary. In the event of a conflict between the IFB and Contractor's Bid, the terms of the IFB shall govern. The effective date of the Contract is the date of the last signature on this page.

 5/3/18
Steve Meyer
VP Opns, Capital, & Assets


Dave Goeres
Acting President-CEO

(Date)

3 May 18
(Date)


Approved as to Form
UTA Legal Counsel



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 9/28/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Bill Greene, Chief Finance Officer
PRESENTER(S): Todd Mills, Director of Supply Chain

TITLE:

Pre-Procurements

- **Holiday Employee Gift Cards**
- **Bus Stop Sign Poles**
- **South Valley Commuter Rail Environmental Study**

AGENDA ITEM TYPE:

Pre-Procurement

RECOMMENDATION:

Informational report for discussion

BACKGROUND:

Utah's Public Transit District Act requires all contracts valued at \$200,000 or greater be approved by the UTA Board of Trustees. This informational report on upcoming procurements allows Trustees to be informed and provide input on upcoming procurement projects. Following the bid solicitation and contract negotiation process, final contracts for these projects will come before the board for approval.

DISCUSSION:

- **Employee Holiday Gift Cards.** This is a procurement to purchase holiday gift cards for all UTA employees. It has been a tradition at UTA to give employees a grocery store gift card during the holidays to show appreciation for hard work and accomplishments throughout the year. Through the procurement process UTA typically receives a discount on the gift cards and pays less than the face value of the card. The cards will have a value of \$150 and will be distributed to employees in November. Employees will see this on their paystubs as taxable income with applicable taxes applied. This procurement will be conducted as an IFB where vendor selection will be based solely on price. (Req. 11159, Troy Bingham)
- **Bus Stop Sign Poles.** This is a Sole Source procurement to contract with the Zilla Corporation to

provide 1,100 NEX bus stop poles. The Sole Source Review Board has reviewed and approved this request for a one-time full truckload purchase of 1,100 poles that will last approximately 3 years. These poles are a proprietary, eight-sided design that allows the unique identification of UTA bus stop poles for persons with visual disabilities. Funding for this purchase is included in the State of Good Repair budget for Bus Stop Improvements. (Req. 11124, GJ LaBonty)

- ***South Valley Commuter Rail Environmental Study.*** This is a procurement to contract with a firm to provide environmental documentation and design services for the South Valley transit study project and Provo to Payson FrontRunner extension. This is the next phase of the project for which the Locally Preferred Alternative has been adopted by Provo, Springville, Spanish Fork, and Payson cities and UTA. Funding for the study will come from MAG, the state of Utah and UTA. The results of this contract should provide UTA with adequate information to move the project forward and pursue funding for construction and operations of this extension. This procurement will be conducted as an RFP, where technical criteria will be evaluated and scored in addition to price (Req. 10262, Janelle Robertson).
-

ATTACHMENTS:

None



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 9/28/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: William Greene, Chief Financial Officer
PRESENTER(S): Kensey Kunkel, Manager Business Development and Sales

TITLE:

Fare Agreement: Special Events Pass (The Church of Jesus Christ of Latter-day Saints)

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Authorize the Executive Director to enter a Special Events Pass Agreement with the Church of Jesus Christ of Latter-day Saints

BACKGROUND:
Utah Transit Authority and the Church of Jesus Christ of Latter-day Saints (the Church) are longstanding partners dedicated to providing transit access, mitigating pollution, and relieving traffic congestion for those going to and from events at the General Conference Center. The Church and UTA partnered to provide ticket as fare to attendees of the Spring General Conference this past April, as well as the Tabernacle Choir Concert Series last July. Both parties, desire to continue their partnership for future events.

DISCUSSION:
The Church and UTA will enter a Special Events Pass Agreement for upcoming events at the Conference Center:

Event	Authorized Users (Tickets Holders)	Date of Event
General Conference	55,000	October 1-2, 2022
Luz de Las Naciones	11,000	November 5, 2022
Christmas Concerts	33,000	December 13-15, 2022

The three events, above, will provide transit access to nearly one-hundred thousand ticket holders, and the value is thirty-eight thousand dollars (\$38,000). Tickets, to the above events, will be valid UTA fare on the date printed. Ski, PC-SLC Connect, and Paratransit Services are not included.

CONTRACT SUMMARY:

Contractor Name:	The Church of Jesus Christ of Latter-day Saints
Contract Number:	22-F0302
Base Contract Effective Dates:	September 25 - December 16, 2022
Extended Contract Dates:	NA
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Contract Value:	\$38,000
Procurement Method:	NA
Budget Authority:	NA

ALTERNATIVES:

Do not enter an agreement with the Church and require event attendees to purchase transit using alternative means

FISCAL IMPACT:

Additional \$38,000 in revenue.

ATTACHMENTS:

Contract

**SPECIAL EVENTS AGREEMENT
Tickets for Transit**

This Special Events Agreement-Tickets for Transit (“Agreement”) is entered into on September 28, 2022, by and between The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, (“Sponsor”), and Utah Transit Authority, a public transit district organized under the laws of the State of Utah (“UTA”). Sponsor and UTA hereafter collectively referred to as the “parties” and either of the foregoing may be individually referred to as “party,” all as governed by the context in which such words are used.

RECITALS

WHEREAS Sponsor will host the 192nd Annual General Conference of The Church of Jesus Christ of Latter-day Saints (“Event”) on the following dates: October 1st and 2nd, 2022, Sponsor will host the Luz de Las Naciones on November 5, 2022 (“Event”); and Sponsor will host Christmas Concerts (“Events”) on the following dates: December 13th, 14th, and 15th, 2022 at the following location: The Conference Center of The Church of Jesus Christ of Latter-day Saints (“Venue”), and

WHEREAS Sponsor desires to procure transit passes for transportation to its Events using UTA’s transit system; and

WHEREAS the parties desire to establish a program whereby Sponsor is authorized to procure transit passes by providing a lump sum payment for an anticipated number of tickets..

AGREEMENT

NOW THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants herein and in the Agreement, 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:

SECTION I: DEFINITIONS

- 1.1 The term “**Base Service**” means public transit service as produced in UTA’s ordinary operations and published at www.rideuta.com.
- 1.2 The term “**Effective Date**” shall mean September 28, 2022, unless the parties agree otherwise above.
- 1.3 The term “**Sponsor**” means the entity defined as Sponsor on the initial page of this agreement.

SECTION II: TERMS AND CONDITIONS

1. Tickets for Transit Program. The parties agree to establish a Tickets for Transit Program (the “Program”), whereby the Sponsor procures transit passes for ticket holders to its Event(s) (the “Tickets for Transit Pass”).
2. Authorized Users. Upon the terms and conditions contained herein, UTA agrees to allow Sponsor to provide a Tickets for Transit Pass to ticket holders (“Authorized Users”) attending the Event(s) at the Venue.
3. Payment. Sponsor shall pay to UTA the base purchase price:

Event	Base Price	Anticipated Authorized Users (Tickets to be Issued)	Date of Event
General Conference	\$20,000	55,000	October 1-2, 2022
Luz de Las Naciones	\$6,000	11,000	November 5, 2022
Christmas Concerts	\$12,000	33,000	December 13-15, 2022

On or before September 30, 2022, UTA shall invoice Sponsor for the amount owed as described in Paragraph 3. Sponsor shall pay the invoiced amount within thirty days of its receipt of the invoice. Sponsor shall pay a one percent (1%) late fee on balances due under this Agreement which remain unpaid within thirty (30) days from the due date indicated on the invoice.

4. Accountability – No later than one week after the completion of each event, Sponsor shall provide a report to UTA showing the actual number of tickets distributed. If more tickets were actually issued than the anticipated number depicted in Paragraph 3 above, Sponsor shall pay UTA the amount of \$.65 for each additional ticket issued.
5. Term of Agreement. The term of this Agreement shall be from the Effective Date and runs through December 16, 2022.
6. Pass Recognized as Fare Payment. An Authorized User’s event ticket shall also serve as a transit pass when: (1) printed with the wording “Valid as UTA fare on the date indicated” or similar wording approved by UTA and (2) used for fare payment on the date of the event stated on the ticket. The Tickets for Transit Pass shall be recognized by UTA as fare payment on all Local Bus Routes, TRAX Light Rail Routes, Streetcar Light Rail, FrontRunner Commuter Rail Routes, and BRT Routes on the day of the event. The Tickets for Transit Pass shall not be recognized as fare payment on Paratransit Service, Park City-Salt Lake City Connect Service, or any other special service. (3) Issued to event attendees via email, home delivery, or through an app. Attendees using transit to get to/from the event present acceptable fare media upon boarding the bus or upon rail inspection. Acceptable fare media for events

includes: a printed copy of the vendor issued email displaying the attendee's ticket, a vendor issued ticket, or the mobile app with the ticket displayed. Fare media that is not accepted includes: generic download from the vendor's website, a form of ticket not provided to UTA as an acceptable ticket type, a camera image of the ticket, or any other form not listed as acceptable. Vendor must provide UTA with images of all the different ticket types. UTA will use the images to verify the logo is printed and distribute to operators so they are aware of them prior to the event.

7. Use of the UTA Logo.

- a. The UTA Logo, which is attached hereto as Exhibit A, is the sole and exclusive property of UTA. UTA hereby grants Sponsor, so long as it is not in breach of this Agreement a limited and revocable license to use or print the UTA logo as specified herein. The interpretation and enforcement (or lack thereof) of these terms and conditions, and compliance therewith, shall be in UTA's sole discretion. The UTA Logo may not be altered in any way and must be displayed in the same form as produced by UTA. The UTA Logo must be printed in either black or in the official color of blue and red.
- b. If and when Sponsor chooses to use the UTA Logo, the UTA Logo shall be used in a professional manner.
- c. Notwithstanding the foregoing, the UTA Logo may not be used in any manner that, in the sole discretion of UTA: discredits UTA or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others, violates any law, regulation or other public policy; or mischaracterizes the relationship between UTA and the user, including but not limited to any use of the UTA Logo that might be reasonably construed as an endorsement, approval, sponsorship or certification by UTA of Sponsor, Sponsor's organization, or Sponsor's products or services or that might be reasonably construed as support or encouragement to utilize Sponsor's services.
- d. Use of the UTA Logo shall create no rights for Sponsor in or to the UTA Logo or their use beyond the terms and conditions of this limited and revocable license. The UTA Logo shall remain at all times the sole and exclusive intellectual property of UTA. UTA shall have the right, from time to time, to request samples of use of the UTA Logo from which it may determine compliance with these terms and conditions. Without further notice, UTA reserves the right to prohibit use of the UTA Logo if it determines, in its sole discretion, that Sponsor's UTA Logo usage, whether willful or negligent, is not in strict accordance with the terms and conditions of this license, otherwise could discredit UTA or tarnish its reputation and goodwill, or Sponsor is otherwise in breach of this Agreement.

8. Pass Distribution. Sponsor shall be solely responsible for issuing Tickets for Transit Passes to Authorized Users.
9. Public Transit Services. The Parties understand that the transit services being used under this Agreement are public transit services. As such, Authorized Users must comply with all UTA rider rules and rules governing the use of public transit services. Authorized Users must

present their Tickets for Transit Passes as proof of fare payment to UTA bus operators and fare inspectors. Authorized Users who do not have possession of a Tickets for Transit Pass must pay the regular fare for the transit service they use. UTA reserves the right to modify its service and schedules as it deems appropriate in its sole discretion.

10. Waiver and Release. The Parties hereby agree that Sponsor shall not be responsible or liable for the actions; omissions; negligent, intentional, or reckless conduct; or behavior of any Authorized User. Sponsor's in-kind purchasing of fares does not create an agency, representative, or special relationship with any Authorized User. All Authorized Users shall be deemed and treated as if they had paid their own fare and subject to the same terms and conditions applicable to any other UTA rider who has not benefitted from the Program. The Parties agree that Authorized User will not be deemed an agent, representative, or licensee of Sponsor. UTA hereby expressly waives and releases Sponsor from any liability, damage, expense, cause of action, suit, claim, judgment, or other action arising from or related to the actions; omissions; negligent, intentional, or reckless conduct; or behavior of any Authorized User.
11. Indemnification. Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents or employees to the full extent required by law from participation in this Agreement and agrees to indemnify and hold the other party harmless from any such liability, damage, expense, cause of action, suit, claim, judgment, or other action arising from such negligent or wrongful acts or omissions. Except as set forth herein, neither party waives any legal defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.
12. Termination. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party. Sponsor may terminate all or part of this agreement in the event the Covid-19 pandemic precludes performance of all or part of the Event and pay UTA a pro-rated amount of its payment only for the portions of the Event that occurred.
11. Nondiscrimination. Sponsor and UTA shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, based on race, color, national origin, creed, sex, or age in accordance with the requirements of 49 U.S.C. §5332.
12. Third Party Interests. No person not a party to this Agreement shall have any rights or entitlements of any nature under it.
13. Entire Agreement. This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreements or special arrangements contrary to or in addition to the terms and conditions as stated herein.
14. Dispute Resolution. In the event there is a dispute arising under this Agreement it shall be referred to successive levels of leadership for resolution, beginning with the UTA Fares

Director and her equivalent in Sponsor’s organization and culminating with the Executive Director of UTA and the Managing Director of Sponsor’s Headquarters’ Facilities. If resolution is not achieved as the Executive Director/Managing Director level, either Party may bring the issue to litigation in a court of competent jurisdiction within Salt Lake County, Utah.

15. Costs and Attorney's Fees. If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorney fees and court costs shall be paid by the non-prevailing party.

16. Governing Law. This Agreement will be governed by Utah law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth herein.

SPONSOR

UTAH TRANSIT AUTHORITY

By: _____ Date: _____

By: _____ Date: _____

Name: _____

Name:
Title

Title: _____

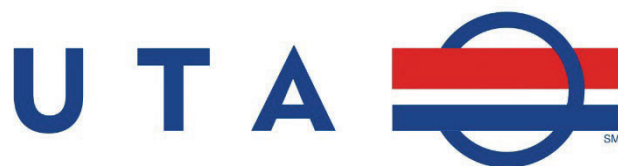
By: _____ Date: _____

Name:
Title:

Approved as to Form:

DocuSigned by:
By: Mike Bell Date: 9/15/2022
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Michael Bell
Assistant Attorney General
Counsel for UTA

Exhibit "A"
UTA Logo





Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 9/28/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: William Greene, Chief Financial Officer
PRESENTER(S): William Greene, Chief Financial Officer

TITLE:

TBA2022-09-01 - Technical Budget Adjustment Authorizing the Addition of Two Full Time Employees to Support UTA Grant Management

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

Approve the Technical Budget Adjustment (TBA) as presented to create two Full Time Employee (FTE) positions to support and improve grant acquisition, management, and administration at UTA. The TBA will add one Director responsible for all grant activity at UTA and a Project Controls Administrator that will be responsible for grant reporting and support of all three phases of grant management.

BACKGROUND:

Currently, grant management is not centralized at UTA resulting in a fragmented approach with lack of ownership for several key grant management functions. The functions are not well coordinated, and each has a different owner or owners - or in some cases, no function owner is identified.

The existing Grant positions currently reside in two organizations at UTA:

- UTA Project Grants - resides in the Service Development Office in the Environmental and Grant Services Organization. Two grant development administrators are responsible for grant acquisition, management and administrative activities for the Agency. They are supervised by the Manager of Environmental and Grant Services. Grant reporting, audit administration and other functions are housed throughout the organization.

- Mobility Management - resides within the Operations Office and provides oversight and management of UTA's FTA Section 5310 program (also known as Enhanced Mobility of Seniors & Individuals with Disabilities). UTA manages the urban portion of the state's 5310 program aimed at assisting private nonprofit groups in meeting the transportation needs of older adults and people with disabilities when the transportation service provided is unavailable, insufficient, or inappropriate to meeting these needs. There are five UTA staff supporting this program.

The proposed grant program reorganization would combine these two grant programs within the Finance Office. This will result in efficiencies, improved grant oversight, better audit results, and improved grant performance.

DISCUSSION:

The recent FTA Financial Management Oversight Review identified weaknesses in the existing structure and processes for UTA's grant management. This issue was also identified in UTA's Internal Audit reviews, and in the 2019-2021 Federal Monitor Reports. The Federal Monitor's final report recommended consolidating grant management functions and including the addition of compliance monitoring to that group. The report also noted that additional resources and expertise may be needed to make this consolidation effective.

The 2023 Budget Proposal includes a request to create a new Grants Department with responsibility for all grant activity at UTA and oversight of the existing 5310 program. This request will consolidate all grant management activity at UTA within the Finance Office. Staff from the existing Capital grants team in the Environmental and Grants Services organization and from the Coordinated Mobility organization will be consolidated in the new department, along with the two additional FTEs being requested through this Technical Budget Adjustment.

ALTERNATIVES:

Status quo - UTA could be risk interruption of critical federal funding streams.

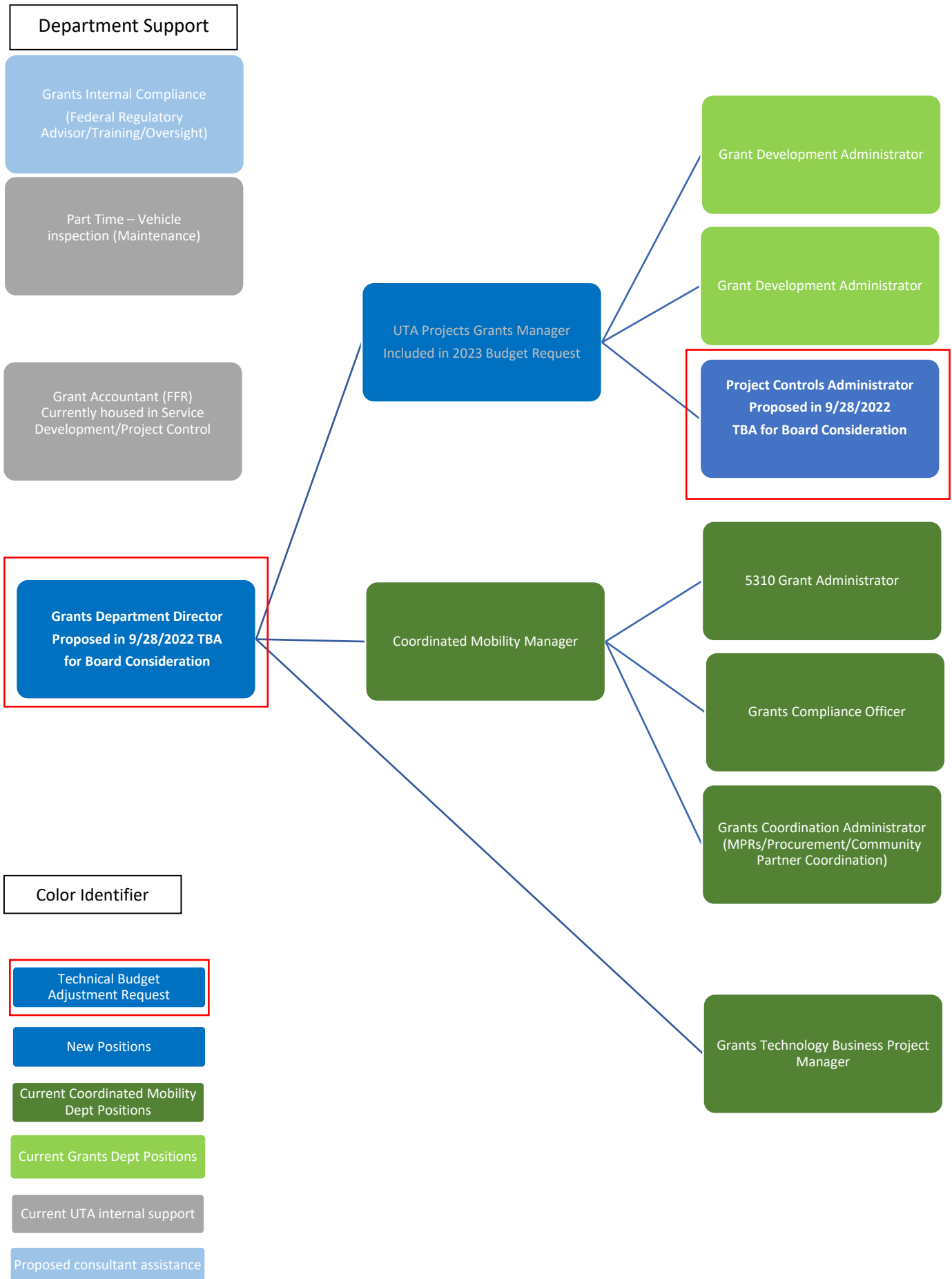
FISCAL IMPACT:

The 2022 cost of these two positions is estimated at \$45,000 for 2022 with an annual ongoing cost of \$263,000. 2022 costs will be absorbed from budget underruns and the 2023 costs are included in the Agency's 2023 Budget Request.

ATTACHMENTS:

UTA Proposed Grant Structure

Proposed Grants Department Org Chart





Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 9/28/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Nichol Bourdeaux, Chief Planning and Engagement Officer
PRESENTER(S): Megan Waters, Community Engagement Director
Eric Callison, Manager of Service Planning

TITLE:

UTA Five-Year Service Plan Draft Network

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 Board of Trustees. As part of this process, the draft network for the 5YSP is presented to the board and advisory council in conjunction with other internal and external engagement efforts.

UTA Service Planning expects to present the final 5YSP to the Board of Trustees for adoption in February 2023. Between the presentation of the draft and final networks, UTA will solicit feedback through the engagement process on community transit needs and prioritization of service, adjusting the 5YSP as appropriate.

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:

The following changes are proposed for August 2023:

- Implement OGX service
- Implement additional local service changes in Ogden
- Increase TRAX frequency to 15-min on Saturdays
- Transfer operation of PC-SLC Connect

The following contingency item is proposed for 2023, dependent on demand/need:

- Implement UVX service to Provo Airport

The following changes are proposed within the next five years:

- Split Salt Lake/Ogden regional service at Farmington Station and increase frequency between Farmington and Ogden
- Implement additional frequency on 200 South to accommodate demand
- Split south Utah County local service to improve travel times and increase coverage
- Increase frequency of service on route 205
- Implement frequent service on the Midvalley Connector alignment between Murray Central and West Valley Central Stations
- Implement frequent service on the 5600 West alignment between 5600 West Station and downtown Salt Lake City via Airport, International Center
- Implement new service in Eagle Mountain/Saratoga Springs per the Northwest Utah County study

The following changes represent actions UTA would take in an unconstrained environment (no limits on budget/hiring):

- Improve frequency on multiple routes throughout the service area, including some routes that had higher frequencies prior to Covid-19
- Implement new bus connections in west Salt Lake County, Riverton/Herriman, Roy, and Vineyard
- Implement new UTA On Demand service in north Weber County, Lehi, West Provo, Sandy/Cottonwood Heights, and West Jordan/South Jordan

The following projects are currently outside the scope of UTA's Five-Year Service Plan, but are acknowledged as requiring additional service changes in the future:

- Davis/Salt Lake Community Connector
- Point of the Mountain
- Central Corridor
- South Utah Valley
- Cottonwood Canyons
- FrontRunner Forward (strategic double-tracking)

Public engagement for the 5YSP will include the following:

- Online surveys
- ArcGIS storymap with online maps for public comment
- Local government/stakeholder public presentations
- Official public comment period (December-January)

ALTERNATIVES:

N/A

FISCAL IMPACT:

None, staff time only to create Five Year Service Plan. Fiscal impact of plan implementation is vetted through annual budget process.

ATTACHMENTS:

None



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 9/28/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: William Greene, Chief Financial Officer
PRESENTER(S): Dave Pitcher, Claims and Insurance Manager

TITLE:

2022-2023 UTA Insurance Renewal Discussion

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

Information item for discussion

BACKGROUND:

This insurance renewal proposal is presented as required by Board Policy 2.1.II.F. - Risk Management, which requires:

- 2. The Authority will maintain Public Officials Errors and Omissions Insurance in an amount determined to adequately protect the Authority.*
- 3. The Executive Director will, as necessary, procure other insurance to compensate for losses that would adversely affect the Authority.*

DISCUSSION:

The insurance market has experienced increases in most markets since UTA's renewal in 2021. The overall 2022 premium is about five percent higher than the 2021 rate.

UTA has multiple insurance coverages including:

- Vanpool Liability
- Public Officials Employment Practices Liability

- Property
 - Railroad Liability
 - Railroad Protective
 - Police Professional Liability
 - Blanket Excess Liability
 - Premises General Liability
 - Premise Excess Liability
 - Public Entity Liability
 - Excess Worker's Compensation
 - Cyber and Privacy Liability
 - Fiduciary Liability
 - Terrorism - Liability
 - Crime/Excess Crime
-

ALTERNATIVES:

N/A

FISCAL IMPACT:

An overall 5% increase in premiums

ATTACHMENTS:

None
