



Utah Transit Authority

Board of Trustees

REGULAR MEETING AGENDA

669 West 200 South
Salt Lake City, UT 84101

Wednesday, April 26, 2023

9:00 AM

FrontLines Headquarters

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

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

1. **Call to Order and Opening Remarks** Chair Carlton Christensen
2. **Pledge of Allegiance** Chair Carlton Christensen
3. **Safety First Minute** David Wilkins
4. **Public Comment** Chair Carlton Christensen
5. **Consent** Chair Carlton Christensen
 - a. Approval of April 12, 2023 Board Meeting Minutes
6. **Reports**
 - a. Executive Director's Report Jay Fox
 - Ski Season Planning Update
 - Mobility Hubs Update
 - UTA Conference Participation
 - UTA Tribute - Sgt. Todd Watanabe
 - UTA Tribute - Total Rewards Team
 - b. Financial Report - February 2023 Brad Armstrong
Daniel Hofer
7. **Resolutions**
 - a. R2023-04-07 - Resolution Declaring Official Intent of the Utah Transit Authority to Reimburse Itself for Certain Capital Expenditures Through Lease Financing Troy Bingham

- b. R2023-04-08 - Resolution Granting General Expenditure and Disbursement Authority to Non-Inventory Vendors Troy Bingham
- c. R2023-04-09 - Resolution Appointing Viola Miller as Officer and Treasurer of the Authority Carlton Christensen

8. Contracts, Disbursements and Grants

- a. Contract: Nexan Assureon Archive and Backup System for UTA Business Data (Ramsys Storage Solutions, LLC.) Tom Smith
- b. Contract: 2023 Microsoft Azure Software Services (SHI International Corp.) Tom Smith
- c. Contract: HVAC Replacement at Meadowbrook Building 1 (Carrier Corporation) Guy Miner
- d. Contract: Seven Replacement Vehicles for Police Department (Ken Garff West Valley Ford) Jason Petersen
- e. Contract: Civil Contractor Services for Battery Electric Bus Charging Infrastructure (Cache Valley Electric Company) David Osborn
- f. Change Order: On-Call Systems Maintenance Task Order #23-012 - 5300 S. to 5400 S. Construction (Rocky Mountain Systems Services) Dean Hansen
- g. Change Order: Program Management Services Change Order 23-01 - Services Increase (HNTB Corporation) David Hancock

9. Service and Fare Approvals

- a. Fare Agreement: Special Events Agreement for Ogden Twilight Concert Series (Ogden City Corporation) Kensey Kunkel
- b. Fare Agreement: Special Events Agreement for Salt Lake Twilight and Kilby Court Concert Series (S&S Presents) Kensey Kunkel

10. Discussion Items

- a. FrontRunner Rail Safety Jared Scarbrough
Kevin Anderson
Zachary Thomas
Sheldon Shaw

- b. UTA Active Transportation to Transit Plan (AT3P) Russ Fox
Alex Beim
Jem Locquiao

11. Other Business Chair Carlton Christensen

- a. Next Meeting: Wednesday, May 10th, 2023 at 9:00
a.m.

12. Adjourn Chair Carlton Christensen

Meeting Information:

- Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting adacompliance@rideuta.com or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.
- Meeting proceedings may be viewed remotely 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 connection or live-stream, the meeting will proceed in person and in compliance with the Open and Public Meetings Act.
- Public Comment may be given live during the meeting by attending in person at the meeting location OR by joining the remote Zoom meeting below.
 - o Use this link-https://rideuta.zoom.us/webinar/register/WN_wtCQEAGBSTi5MDjfhdk4BQ and follow the instructions to register for the meeting (you will need to provide your name and email address).
 - o Sign on to the Zoom meeting through the URL provided after registering
 - o Sign on 5 minutes prior to the meeting start time.
 - o Use the "raise hand" function in Zoom to indicate you would like to make a comment.
 - o Comments are limited to 3 minutes per commenter.
- 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, April 25th will be distributed to board members prior to the meeting.
- Meetings are audio and video recorded and live-streamed
- Members of the Board of Trustees and meeting presenters will participate in person, however trustees may join electronically as needed with 24 hours advance notice.
- Motions, including final actions, may be taken in relation to any topic listed on the agenda.



U T A

Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 4/26/2023

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

TITLE:

Approval of April 12, 2023 Board Meeting Minutes

AGENDA ITEM TYPE:

Minutes

RECOMMENDATION:

Approve the minutes of the April 12, 2023, Board of Trustees meeting

BACKGROUND:

A meeting of the UTA Board of Trustees was held in person at UTA Frontlines Headquarters and broadcast live via the UTA Board Meetings page on Wednesday April 12, 2023 at 9:00 a.m. Minutes from the meeting document the actions of the Board and summarize the discussion that took place in the meeting. A full audio recording of the meeting is available on the [Utah Public Notice Website <https://www.utah.gov/pm/sitemap/notice/824183.html>](https://www.utah.gov/pm/sitemap/notice/824183.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. 2023-04-12_BOT_Minutes_unapproved



Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Wednesday, April 12, 2023

9:00 AM

FrontLines Headquarters

Present: Trustee Jeff Acerson
Chair Carlton Christensen

Excused: 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

Chair Christensen delivered a brief safety message.

4. Public Comment

In-Person/Virtual Comment

Jason Erickson joined the meeting virtually. He posed two questions. The first was about solutions UTA "has worked on and either achieved or is planning" with the collective bargaining agreement (CBA) in relation to ski season, and the second was whether UTA would consider using alternative locations for mobility hubs if the hubs are proposed by city mayors.

Chair Christensen requested Jay Fox, UTA Executive Director, provide information responding to Mr. Erickson's questions at a future board meeting.

Online Comment

Online public comment was distributed to the board for review in advance of the meeting and is included in Appendix A to these minutes.

5. Consent

a. Approval of March 22, 2023 Board Meeting Minutes

b. UTA Policy - UTA.06.03 Capital Assets

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

6. Reports

- a. **Executive Director's Report**
- **CBA Negotiations Team**
 - **FrontRunner 15 - April 26**
 - **New CFO - Viola "Vi" Miller**

Collective Bargaining Agreement (CBA) Negotiations Team

Mary DeLoretto, acting UTA Executive Director, expressed appreciation to the CBA team for its work in securing a new contract with the Amalgamated Transit Union Local 382 (ATU).

FrontRunner 15 - April 26

Ms. DeLoretto mentioned FrontRunner is celebrating its 15th anniversary on April 26, 2023.

New CFO - Viola "Vi" Miller

Ms. DeLoretto announced Vi Miller will be joining UTA on May 1, 2023, as the agency's new chief financial officer.

7. Resolutions

- a. **R2023-04-01 - Resolution Authorizing execution of a Collective Bargaining Agreement with Amalgamated Transit Union Local 382**

Kim Shanklin, UTA Chief People Officer, was joined by Mike Toronto, UTA Manager of Service Delivery. Ms. Shanklin recognized those who participated in the bargaining process. She then summarized the resolution, which authorizes execution of a CBA with the ATU, and reviewed general terms in the CBA.

[Note: The fiscal impact in 2023 is \$6,941,000. The estimated fiscal impact to the five-year financial plan is \$24,214,000.]

Discussion ensued. Questions on wage increase retroactivity, employee insurance contributions, and serious illness account administration were posed by the board and answered by Ms. Shanklin.

The board expressed appreciation to staff and the ATU for their work in the bargaining process.

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

Aye: Trustee Acerson, and Chair Christensen

Excused: Trustee Holbrook

- b. **R2023-04-02 - Resolution Authorizing Continuation of Specific Employee Paid Benefit**

Programs through April 30, 2024

Ms. Shanklin was joined by Ann Green-Barton, UTA Director of Total Rewards. Ms. Shanklin outlined the resolution, which authorizes the Chief People Officer to sign non-procurement agreements, after legal review, with benefit providers for programs or services for the benefit year beginning May 1, 2023 and ending April 30, 2024, which are generally 100% paid by the employee and require no expenditure of public funds, make no commitment on the part of UTA regarding cost, product or service endorsement, or level of participation, are deemed to be of value to a significant number of UTA employees, and are consistent with the employee paid benefit programs provided by other similar organizations.

Discussion ensued. A question on the process for securing competitive rates for employee-paid benefits was posed by the board and answered by staff.

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

Aye: Trustee Acerson, and Chair Christensen

Excused: Trustee Holbrook

c. R2023-04-03 - Resolution Adopting the Fare Rates and Types of Fare Media of the Agency

Kensy Kunkel, UTA Manager - Business Development & Sales, described the resolution, which rescinds Resolution R2022-03-06 and adopts new fare rates and fare media for the agency. Major changes include the addition of a \$49 Summer Youth Pass, or Rider's License, for youth ages 6-18.

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

Aye: Trustee Acerson, and Chair Christensen

Excused: Trustee Holbrook

d. R2023-04-04 - Resolution Adopting the Station Area Plan for Farmington, Utah

Paul Drake, UTA Director of Real Estate & Transit-Oriented Development, summarized the resolution, which adopts the Farmington Station Area Plan. Mr. Drake noted the plan recommends current UTA Park-and-Ride facilities be reduced from 853 to 264 structured parking stalls and will require negotiations with the Utah Department of Transportation (UDOT) due to a reversionary clause in the property deed.

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

Aye: Trustee Acerson, and Chair Christensen

Excused: Trustee Holbrook

e. R2023-04-05 - Resolution Adopting the Station Area Plan for Lehi, Utah

Mr. Drake outlined the resolution, which adopts the Lehi Station Area Plan. Mr. Drake said the plan recommends:

- Existing Park-and-Ride facilities be reduced to approximately 300 stalls and integrated into future transit-oriented development (TOD)
- The site be configured to accommodate a future fixed-guideway transit line to be integrated into the future TOD and accessible from the FrontRunner platform
- Land uses include 200 residential units, 270,000 square feet of office space, and approximately 50,000 square feet of retail space

The Mountainland Association of Governments' review of the station area plan was discussed.

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

Aye: Trustee Acerson, and Chair Christensen

Excused: Trustee Holbrook

f. R2023-04-06 - Resolution Approving and Authorizing the Execution of the Authority's Amended Transit Agency Safety Plan (TASP) for the Year 2023

Sheldon Shaw, UTA Director of Safety & Security, described the resolution, which authorizes execution of the amended 2023 TASP. The TASP is required by the Federal Transit Administration (FTA). Major revisions to the amended TASP include:

- Addition of "serious occurrence" to conform with the state safety oversight (SSO) program standard
- Addition of documentation retention
- Refinement of definitions for the local hazard log and safety department hazard logs and responsibilities
- Updates to the system safety and security certification program based on the SSO program standard
- Replacing the Facility Safety Committee with the Joint Labor Management Safety Committee

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

Aye: Trustee Acerson, and Chair Christensen

Excused: Trustee Holbrook

8. Contracts, Disbursements and Grants**a. Contract: Local Transportation Funding Agreement (Weber County)**

David Hancock, UTA Director of Capital Development, was joined by Ethan Ray, UTA Project Development Planner III. Mr. Ray requested the board approve a \$1,500,000 funding agreement with Weber County for corridor preservation.

Discussion ensued. A question on acquiring the corridor in its entirety was posed by the board and answered by Mr. Ray.

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

b. Contract: Areas of Persistent Poverty Program (AoPP) Grant Study Cooperative Agreement (University of Utah)

Christy Allen, UTA Coordinated Mobility Manager, was joined by Alex Beim, UTA Manager of Long-Range Strategic Planning. Ms. Allen requested the board approve a \$440,584 agreement with the University of Utah for a study on potential paratransit service improvements. The agreement includes \$385,584 in AoPP grant funds as well as \$55,000 in local match in in-kind services from the University of Utah (\$35,000) and Via (\$20,000).

Discussion ensued. Questions on the overall grant management process and focus on areas of persistent poverty were posed by the board and answered by staff.

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

c. Contract: Funding Agreement for Final Payment on Depot District (Utah Department of Transportation)

Bill Greene, UTA Chief Financial Officer, joined the meeting virtually. Mr. Greene requested the board approve a \$3,800,000 funding agreement with the Utah Department of Transportation (UDOT) for the final payment on the Depot District bus fueling and maintenance facility. The funds were allocated by the Utah State Legislature to the UDOT for the project.

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

d. Contract: Bus Security Camera Installation (Stone Security, LLC.)

Lowell Bate, UTA IT Project Manager, was joined by Cody Steffensen, UTA Video Security Technician. Mr. Bate requested the board approve a \$636,900 contract with Stone Security, LLC for the installation of Samsara coaching/camera systems on UTA buses.

Discussion ensued. A question on increasing the number of cameras on buses was

posed by the board and answered by staff.

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

e. **Change Order: On-Call Systems Maintenance Contract Cost Estimate Update (Rocky Mountain Systems Services)**

Jared Scarbrough, UTA Director of Capital Construction, requested the board approve an estimated cost increase of \$15,000,000 for the master task ordering agreement with Rocky Mountain Systems Services (RMSS) for critical infrastructure replacement projects, including:

- Replacement of four interlockings
- Replacement of obsolete train control hardware
- Mandated positive train control (PTC) upgrades
- Support for PTC reporting
- Support for maintenance of way

Mr. Scarbrough noted the original contract estimate was \$15,000,000 to be spent over five years. Task orders to date against the original contract value total \$17,523,426. The board action will increase the approved total estimated contract value to \$30,000,000 and allow essential projects to be completed on schedule. He added the agency intends to terminate the contract with RMSS 14 months early, and procure additional systems work by March 2024.

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

f. **Change Order: On Call Infrastructure Maintenance Contract Cost Estimate Update (Stacy and Witbeck, Inc.)**

Mr. Scarbrough requested the board approve an estimated cost increase of \$15,000,000 for the master task ordering agreement with Stacy and Witbeck, Inc. for infrastructure maintenance services. Mr. Scarbrough noted the original contract estimate was \$25,000,000 to be spent over five years. Task orders to date against the original contract total \$23,829,801. The board action will increase the approved total estimated contract value to \$40,000,000 and allow essential projects to be completed on schedule. He added the agency intends to exercise the first of two one-year extension options and procure additional infrastructure maintenance work by January 2024.

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

g. **Change Order: On-Call Infrastructure Maintenance Contract Task Order #23-93 - 5300 S. & 5400 S. Turnout Construction (Stacy and Witbeck, Inc)**

Mr. Scarbrough was joined by Kyle Stockley, UTA Manager of Capital Vehicles. Mr.

Stockley requested the board approve a \$948,100 task order to the contract with Stacy and Witbeck, Inc for construction on the 5300 and 5400 South turnouts on the TRAX system.

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

h. Change Order: On-Call Infrastructure Maintenance Contract Task Order #23-105 - Rice Interlocking Double Crossover Procurement (Stacy and Witbeck, Inc)

Mr. Stockley requested the board approve a \$1,667,631 task order to the contract with Stacy and Witbeck, Inc for the purchase of one double crossover and four turnouts for the Rice interlocking on the TRAX Red Line.

Discussion ensued. A question on the project schedule was posed by the board and answered by Mr. Stockley.

The total contract value, including both change orders discussed in today's meeting, is \$26,445,532.

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

i. Change Order: Light Rail Red Signal Enforcement System - Change Order #23-002 -Limited Notice-to-Proceed for Phase 2 to Procure Long-Lead Materials (Rocky Mountain Systems Services)

[Note: The contract with RMSS for agenda item 8.i. is separate from the on-call maintenance contract with RMSS discussed in agenda item 8.e.]

Dean Hansen, UTA Manager of Systems Engineering, requested the board approve a \$4,247,949 change order to the contract with RMSS for the procurement of long-lead materials required for the light rail red signal enforcement system project. The total contract value, including the change order, is \$4,542,783.

Discussion ensued. Questions on the procurement process, purpose of the red signal enforcement system, and impacts of weather on the system were posed by the board and answered by staff.

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

j. Change Order: Final Design for Mid-Valley Connector - Change Order #03 (Jacobs Engineering)

Mr. Hancock requested the board approve a \$1,065,828 change order to the contract with Jacobs Engineering for final design work on the Midvalley Connector Bus Rapid Transit (BRT) project. The change order addresses actual costs incurred by the contractor through February 2023 for additional scope work including station design,

transit hub design, compliance document updates, stakeholder request accommodations, and additional management fees.

Discussion ensued. Questions on the project readiness review and timeframe for final design were posed by the board and answered by Mr. Hancock.

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

k. Change Order: Final Design for Mid-Valley Connector - Change Order #04 (Jacobs Engineering)

Mr. Hancock requested the board approve a \$871,826 change order to the contract with Jacobs Engineering for final design work on the Midvalley Connector BRT project. The change order includes additional scope modifications necessary to complete the final plans and specifications, management support through the contractor bidding process, and supplemental scope items requested by stakeholders since the latest design package was released.

The total contract value, including both change orders discussed in today's meeting, is \$3,871,853.

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

l. Pre-Procurements

- **UTA Headquarters Design Team**
- **UTA Headquarters Construction Design Advisor**
- **Farebox Re-Key Project**
- **FrontRunner On-board WIFI Support and State of Good Repair**
- **ADA Transit Vans for 5310 Program Recipients**
- **New Human Resources Information System Software**

Todd Mills, UTA Director of Supply Chain, was joined by Ms. Shanklin, and Kyle Brimley, UTA IT Director. Mr. Mills indicated the agency intends to procure the goods and services outlined on the meeting agenda.

Discussion ensued. Questions on requests for qualifications for UTA headquarters, farebox key controls, adding WiFi to TRAX or bus, and features of the human resources information system software were posed by the board and answered by staff.

Chair Christensen called for a break at 10:26 a.m.

The meeting reconvened at 10:36 a.m.

9. Service and Fare Approvals

a. Fare Agreement: Special Events Agreement (Utah Arts Festival)

Ms. Kunkel was joined by Nichol Bourdeaux, Chief Planning & Engagement Officer. Ms. Kunkel requested the board approve a special events agreement for a ticket-as-fare arrangement with the Utah Arts Festival. In exchange for transit fare, which is valued at approximately \$19,000, the Utah Arts Festival will provide UTA with a sponsorship package valued at approximately \$25,000.

Discussion ensued. The board expressed a desire to establish standardized criteria for fare agreements. Ms. Bourdeaux committed to provide the board with more detailed information on the fare agreement negotiation process.

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

b. Fare Agreement: Special Events Agreement (Utah Film Center)

Ms. Kunkel was joined by Iman Nazarinia, UTA Senior Sales Representative. Mr. Nazarinia requested the board approve a special events agreement for a ticket-as-fare arrangement with the Utah Film Center for the Tumbleweeds Film Festival. In exchange for transit fare, which is valued at approximately \$2,600, the Utah Film Center will provide UTA with a sponsorship package valued at approximately \$2,500.

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

c. Fare Agreement: Salt Lake City Marathon Service and Pass Agreement (High Altitude Special Events "HASE")

Ms. Kunkel was again joined by Ms. Bourdeaux. Ms. Kunkel requested the board approve a \$10,270 fare agreement with HASE for a ticket-as-fare arrangement and supplemental police and transit service for the Salt Lake Marathon.

Ms. Bourdeaux noted the agreement requires additional service and staff has alerted HASE that additional staffing will need to be addressed in agreements for future years.

Discussion ensued. A question on additional police staffing for the event was posed by the board and answered by staff.

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

10. Budget and Other Approvals

a. TBA2023-04-01 - Technical Budget Adjustment - FTE Request for UTA Operating Program Support

Mr. Greene outlined the technical budget adjustment, which adds three full-time employees (FTEs) to the UTA operating program. The positions include a strategic analyst for the people office, an office administrator for the chief financial officer's office, and a policy analyst for the board of trustees office. The combined total fiscal

impact for these three positions in 2023 is \$234,000 and the estimated ongoing annual impact in future years is \$339,000.

A motion was made by Trustee Acerson, and seconded by Chair Christensen, that this technical budget adjustment be approved. The motion carried by a unanimous vote.

b. UTA Policy - UTA.02.01 Spending Authority

Mr. Greene was joined by Mr. Mills. Mr. Mills reviewed the policy, which was updated with the following changes:

- Requisition approval levels were adjusted to streamline processes and reduce procurement times
- Requisitions over \$200,000 can now be approved by a department director and chief officer
- Requisitions for capital development, capital construction, and capital asset (departments 3700, 6800, or 6820) only require project manager and director approvals

Discussion ensued. A question on the different approach to requisitions in capital development was posed by the board and answered by Mr. Mills. Mr. Mills committed to review the capital development requisition process to determine whether additional adjustments to the policy are needed.

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

11. Other Business

- a. Next Meeting: Wednesday, April 26th, 2023 at 9:00 a.m.

12. Adjourn

A motion was made by Trustee Acerson, and seconded by Chair Christensen, to adjourn the meeting. The motion carried by a unanimous vote and the meeting adjourned at 10:54 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 or audio located at <https://www.utah.gov/pmn/sitemap/notice/824183.html> for entire content. Meeting materials along with a time-stamped video recording may also be accessed at https://rideuta.granicus.com/player/clip/224?view_id=1&redirect=true&h=0a4363d1c34a910f97dfc42636b53cf1

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

Approved Date:

Carlton J. Christensen
Chair, Board of Trustees

**Appendix A
Online Comment**

From George Chapman:

Bus operators should be given at least \$30 per hour to stem the almost 50% turnover in the first year. JANITOR PAY IS JUST A DOLLAR LESS AT 26.37.!!!

Those with over 3 years of experience should get more than .25 cents an hour. Why would anyone want to drive a bus with a .25 cent per hour increase for doing any job that is better with experience???

UTA needs to stop treating bus drivers like Ralph Kramden. Or expect to cut more bus routes.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 4/26/2023

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

TITLE:

Executive Director's Report

- **Ski Season Planning Update**
- **Mobility Hubs Update**
- **UTA Conference Participation**
- **UTA Tribute - Sgt. Todd Watanabe**
- **UTA Tribute - Total Rewards Team**

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.

- Ski Season Planning Update
- Mobility Hubs Update
- UTA Conference Participation
 - o APTA Mobility
 - o RedCabin Railway Interior Innovation Summit
- UTA Tribute - Sgt. Todd Watanabe (Cherryl Beveridge, Chief Dalan Taylor)
- UTA Tribute - Total Rewards Team (Ann Green-Barton)



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 4/26/2023

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

TITLE:

Financial Report - February 2023

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 February 2023 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 February 2023 Monthly Financial Statements.

DISCUSSION:

At the April 26 meeting, the Director of Budget & Financial Strategy 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:

- February 2023 Financial Report Variance Analysis
- February 2023 Monthly Financial Statements

SUBJECT: February Variance Analysis
 FROM: CFO – William Greene
 TO: Executive Director – Jay Fox

DATE: April 13, 2023

Highlights

Year to date UTA ridership is 19.6 percent above projections for 2023 and 15.4 percent above 2022 actual ridership for the same time period.

Preliminary revenues YTD had a positive variance of \$1.2 million and operational expenses are \$6.0 million under budget.

Actual January 2023 Sales Tax revenues are \$35.5 million or 4.2 percent above budget. For comparison purposes, Sales Taxes are 5.8 percent or \$1.9 million higher when compared to the same period in 2022.

Diesel fuel cost in February 2023 was 12% lower than budget. 2023 year to date diesel average price is \$3.42 compared to 2023 budgeted diesel price of \$3.90.

2023 ANALYSIS

Ridership

(Comparison of Year-To-Date 2023 Actual Ridership to 2023 Forecast and 2022 Actual results)

**UTA System Ridership
 YTD February 2023**

YTD	Feb 2023 Actual	Feb 2023 Forecast	Feb 2022 Actual	Variance '22 Var	Variance 'F23 Var	Vs 2022 %	Vs F2023 %
Bus	2,912,378	2,515,697	2,444,157	468,221	396,681	19.2%	15.8%
Salt Lake	1,788,925	1,478,682	1,567,323	221,602	310,243	14.1%	21.0%
Ogden	491,470	543,182	376,729	114,740	(51,712)	30.5%	-9.5%
Timp	631,984	493,834	500,105	131,879	138,150	26.4%	28.0%
Light Rail	1,649,199	1,468,329	1,628,296	20,903	180,870	1.3%	12.3%
FrontRunner	561,667	340,391	433,366	128,301	221,276	29.6%	65.0%
Micro Transit ¹	57,560	43,689	19,194	38,366	13,871	199.9%	31.7%
Paratransit	131,844	102,712	113,139	18,705	29,132	16.5%	28.4%
Van Pool	172,447	114,906	116,520	55,927	57,541	48.0%	50.1%
Total Ridership	5,485,095	4,585,725	4,754,672	730,423	899,370	15.4%	19.6%

¹ Micro Transit was a pilot program in 2019 & 2020

Systemwide

Systemwide, total ridership 2023 year to date was 5.5 million compared to YTD ridership forecast of 4.6 million (19.6 percent above forecast). This amounted to 730,000 trips (15.4 percent) higher than in 2022. 2023 ridership was positively impacted by the Fare Free promotion occurring during the NBA Allstar weekend celebration in Salt Lake City.

Frontrunner carried 561,000 passengers YTD 2023 compared to a ridership forecast of 340,000 (65.0 percent above forecast). This figure is approximately 29.6 percent higher than 2022 ridership of 433,000 .¹

TRAX ridership YTD in 2023 was 12.3 percent above the 2023 forecast with 181,000 more riders than projected. This is 1.3 percent above 2022 ridership of 1.63 million riders.

Bus ridership YTD in 2023 was 2.91 million as compared to a forecast of 2.51 million (15.8 percent above forecast) and higher than 2022 ridership of 2.4 million (19.2 percent).²

Paratransit/Flex YTD 2023 ridership was above 2023 forecast of 103,000 by 28.4 percent, with UTA providing 132,000 trips. This is 16.5 percent higher than 2022 ridership of 113,000.

Microtransit YTD ridership in 2023 is above forecast by 13,800 or 31.7 percent. Microtransit started south Davis County and Tooele County service in August of 2022, so YTD February 2022 values are not comparable.

Van Pool ridership YTD for 2023 was 173,000 versus a forecast of 115,000, which is 50.1 percent above forecast. 2023 ridership is 48.0 percent higher than in 2022.

¹ Monthly forecasted ridership calculated using Planning 2023 monthly forecast by mode.

² February 2023 Ridership report. UVX numbers included in total Bus ridership numbers.

Operating Financial Results February 2023

MONTHLY RESULTS					FISCAL YEAR 2023 Dollars in Millions	YEAR-TO-DATE RESULTS				
Prior Year Actual	Current Year					Prior Year Actual	Current Year			
	Actual	Budget	Variance			Actual	Budget	Variance		
					Revenue					
\$ 28.1	\$ 31.4	\$ 31.4	\$ -	0.0%	Sales Tax (Feb accrual)	\$ 28.9	65.5	\$ 65.5	\$ -	0.0%
1.8	2.0	2.6	(0.6)	-23.0%	Fares	28.5	5.0	5.6	(0.5)	-9.7%
-	-	-	-	0.0%	Federal	130.6	-	-	-	0.0%
1.0	2.8	1.8	1.0	56.6%	Other *	30.1	5.3	3.5	1.8	50.6%
\$ 30.9	\$ 36.2	\$ 35.7	\$ 0.4	1.2%	TOTAL REVENUE	\$ 218.1	\$ 75.9	\$ 74.6	\$ 1.2	1.7%
					Expense					
\$ 13.0	\$ 14.2	\$ 15.4	\$ 1.2	7.7%	Salary/Wages	\$ 13.5	\$ 29.2	\$ 30.8	\$ 1.6	5.2%
6.1	6.7	7.9	1.2	15.6%	Fringe Benefits	7.3	14.2	15.8	1.6	10.2%
2.2	2.4	2.9	0.5	16.7%	Services	1.3	4.1	5.8	1.7	28.7%
1.1	2.3	1.9	(0.4)	-21.5%	Parts	0.9	4.2	3.8	(0.4)	-10.6%
1.2	3.1	3.0	(0.1)	-1.9%	Fuel	0.7	5.4	6.0	0.6	10.6%
0.4	0.7	0.5	(0.2)	-29.1%	Utilities	0.6	1.4	1.0	(0.3)	-28.8%
1.1	1.0	1.4	0.4	27.7%	Other	0.5	1.7	2.9	1.2	41.3%
(0.2)	(1.1)	(1.0)	(0.1)	14.3%	Capitalized Cost	(0.1)	(2.0)	(1.9)	(0.0)	0.6%
\$ 24.8	\$ 29.3	\$ 32.1	\$ 2.8	8.8%	TOTAL EXPENSE	\$ 24.7	\$ 58.2	\$ 64.2	\$ 6.0	9.4%
\$ 6.8	\$ 6.6	\$ 6.6	\$ (0.0)	0.0%	Debt Service	\$ 6.8	\$ 13.3	\$ 13.3	\$ (0.0)	0.0%
\$ (0.7)	\$ 0.3	\$ (3.0)	\$ 3.2	108.5%	Contrib. Capital/Reserves	\$ 1.1	\$ 4.4	\$ (2.9)	\$ 7.3	254.0%

*Does not include Sale of Assets Favorable/(Unfavorable)

*Does not include Sale of Assets Favorable/(Unfavorable)

Revenue

Sales Tax Revenue

Due to a lag in reporting from the State of Utah, actual sales tax revenues are reported with a two-month delay. The results shown above (from February financial statements) reflect accrued sales tax revenues through February.

As shown above, 2023 sales tax revenues (including accruals for February in the financial statements) were \$65.5 million (at budget). Sales tax year-over-year growth in January 2023 for almost all counties in UTA's service area appear to have dropped from double-digit growth rates that we have seen in prior periods.

Fare Revenue

Year-to-date passenger revenue was below budget in February, with total fare revenue of \$5.0 million compared to a budget of \$5.6 million. The small negative variance can be attributed to the impact and timing of matching payments by UTA for terms of the Paratransit fare agreement with the State of Utah.

Federal Operating Revenue

Year-to-date Federal revenues were budgeted at \$0 million in recognition of delays related to the Teamsters protesting award of federal grants. Federal operating revenues will be recognized when delays in grant approvals and processing are completed, which may take several additional months.

Other Revenue

Other revenue sources are \$5.3 million or 50.6% above budget. Higher than budgeted February investment revenue, driven by higher rates of return on investments than expected, was \$1.9 million above budget.

UTA has moved to a longer-term investment strategy paired with increasing PTIF interest rates, which represented an opportunity for investment returns on a cash basis to exceed budgeted targets for 2023.

Expenditures

Operating expenses year-to-date through February were under budget by \$6.0 million or 9.4 percent. The explanation of the underrun is described below along with adjusted expectations when taking delays into account.

Salary and Wages

Year-to-date salary and wages were \$1.6 million or 5.2 percent under budget, primarily due to vacancies. The positive variance would have been higher but for overtime costs driven by NBA Allstar weekend and labor shortages (primarily in operator labor) as discussed below.

Overtime

Overtime was \$1.4 million over budget year to date, relative to a total overtime budget of \$1.7 million (80 percent).

Year-to-date operator overtime was \$752,000 or 69 percent over budget. Salt Lake Bus was over budget by \$418,000, Ogden by \$165,000, Light Rail by \$49,000, Riverside by \$40,000 and Timpanogos by \$60,000 with smaller differences elsewhere. This situation is primarily a function of business units use of overtime to compensate for operator shortages.

Non-operator (primarily Bargaining maintenance) year to date overtime was \$594,000 (101 percent) over budget. Asset Management overtime was over budget by \$140,000 (154 percent) with employee vacancies impacting this number. Asset Management had significant vacancies in Facilities and MOW that necessitated more overtime in this category (regular wages were \$413,000 under budget). Also contributing was Salt Lake Bus maintenance at \$135,000 (135 percent above budget but reg wages under budget by \$203,000), Commuter Rail at \$39,000 (148 percent above budget), Public Safety at \$100,000 (\$23,000 budget), Light Rail Maintenance at \$66,000 (73% above budget) and Ogden Maintenance at \$69,000 (600% above budget). Other smaller amounts contributed to the balance.

Fringe

Year-to-date fringe benefit expenses were under budget by \$1.6 million (10.2 percent) primarily due to the impact of vacancies discussed above.

Vacancies

UTA's vacancy rate is 10.6 percent year to date at the end of February versus a vacancy rate of 8.2 percent the end of December. Vacancies contribute to the positive wage variance but also contributes to the higher-than-expected overtime expense.

Non-Labor Summary

Year-to-date, non-labor categories were a net \$2.8 million favorable primarily due to positive variances of \$1.7 million in Services, \$600,000 in Fuel, and \$1.2 million in Other, with negative offsets in Parts \$(400,000) and \$(300,000) in Utilities.

Services

Services were favorable by \$1.7 million (28.7 percent) due to:

- Information Systems (under \$306,000 million or 36 percent). Primarily caused by lower spending on projects than expected due to delays in implementation and delays in billing for services.
Paratransit (under \$319,000 million or 54 percent). Associated primarily with impacts of accrual adjustments for outsourced paratransit services and delays in invoicing.
- Legal (under \$158,000 or 100%). Attorney General billings for January and February have not yet been approved for payment but will be processed and included in the March update.
- Capital Development (under \$234,000 or 13%). Lower expenses in professional technical services (\$200,000) and grant management consulting special studies (\$34,000).
- Microtransit (under \$734,000 or 53%). Amount has dropped from January's balance and expectations are that they should be close to budget by the end of the first quarter.
- Communications (under \$91,000 or 100%). Budgeted amounts are expected to be incurred later in the year than originally planned.
- Balance of items spread across other groups in organization.

Parts

Year-to-date, Parts were over budget by \$400,000 (on a \$3.8 million budget). The largest contributing operating unit was Commuter Rail at \$319,000 over budget (61 percent), with smaller amounts in other operating units. Commuter Rail indicates they have been using

Fuel and Power

Year-to-date, fuel and power expenses were about \$600,000 under budget. Diesel fuel expenses were \$789,000 under budget and CNG fuel was \$12,000 under plan spend. Additionally, diesel gallon usage was under budget by 56,000 gallons. Propulsion power was over budget \$388,000 but is expected to normalize by the end of the first quarter.

Other

Year-to-date Other expense has a positive variance of \$1.2 million or 41 percent.

Insurance related expense was \$800,000 under budget, 59 percent. Training, travel and Other Miscellaneous expenses were under budget \$391,000, or 51 percent.

The balance of the variance is spread in smaller values among multiple categories across the organization.

Utilities

Year-to-date Utility expenses were \$300,000 or 28.8 percent higher than budget. Primary cause of this variance is directly related to January’s spike in natural Gas prices. Prices increased from approximately \$11 per MMBtu in December to \$50 per MMBtu in January. This increase was over 355 percent in one month. Since then, prices have declined to approximately \$12 MMBtu. The Facilities group has experienced additional Utility charges related directly to the extraordinary and ongoing winter weather.

Capitalized Cost

Year-to-date Capitalized Cost are basically at budget

February 2023 Results

Ridership

(Comparison of February 2023 Actual Ridership to 2023 Forecast and 2022 Actual results)

**UTA System Ridership
February 2023**

MTD	Feb 2023	Feb 2023	Feb 2022	Variance '22	Variance 'F23	Vs 2022	Vs F2023
	Actual	Forecast	Actual	Var	Var	%	%
Bus	1,458,181	1,282,804	1,320,151	138,030	175,377	10.5%	13.7%
Salt Lake	893,841	751,688	852,797	41,044	142,153	4.8%	18.9%
Ogden	247,497	273,063	206,293	41,204	(25,566)	20.0%	-9.4%
Timp	316,843	258,052	261,061	55,782	58,791	21.4%	22.8%
Light Rail	855,479	808,774	882,237	(26,758)	46,705	-3.0%	5.8%
FrontRunner	287,782	184,962	253,044	34,738	102,820	13.7%	55.6%
Micro Transit ¹	28,994	23,740	11,021	17,973	5,254	163.1%	22.1%
Paratransit	64,458	53,201	59,799	4,659	11,257	7.8%	21.2%
Van Pool	94,237	56,004	56,324	37,913	38,233	67.3%	68.3%
Total Ridership	2,789,131	2,409,484	2,582,576	206,555	379,647	8.0%	15.8%

February’s total ridership was 2.8 million, which was 380,000 above forecast (15.8 percent),

February 2023 Monthly Financial Report Page 7

This was 207,000 (8.0 percent) higher than in 2022.

Frontrunner carried 288,000 passengers in February compared to a ridership forecast of 184,000 (55.6 percent higher). This figure is 13.7 percent higher than 2022 ridership of 253,000.³

TRAX ridership in February was 5.8 percent higher than February forecast of 808,000 riders. This is 3.0 percent below February 2022 ridership of 882,000 riders.

Bus ridership in February was 175,000 higher as compared to a forecast of 1.3 million (13.7 percent higher) and 10.5 percent higher than 2022 ridership of 1.32 million.⁴

Paratransit/Flex ridership was above February forecast of 53,000 by 21.2 percent, with UTA providing 65,000 trips. This is 7.8 percent higher than 2022 ridership for the same period.

Microtransit ridership in February was above forecast by 5,000 or 22.1 percent. Microtransit started South Davis County and Tooele County service in August of 2022, February 2022 values are not comparable.

Vanpool ridership for February was 94,000 versus a forecast of 56,000, which is 68.3 percent above forecast. Ridership is 67.3 percent higher than the same month in 2022.

MONTHLY RESULTS					FISCAL YEAR 2023 Dollars in Millions	YEAR-TO-DATE RESULTS				
Prior Year Actual	Current Year					Prior Year Actual	Current Year			
	Actual	Budget	Variance			Actual	Budget	Variance		
					Revenue					
\$ 28.1	\$ 31.4	\$ 31.4	\$ -	0.0%	Sales Tax (Feb accrual)	\$ 28.9	65.5	\$ 65.5	\$ -	0.0%
1.8	2.0	2.6	(0.6)	-23.0%	Fares	28.5	5.0	5.6	(0.5)	-9.7%
-	-	-	-	0.0%	Federal	130.6	-	-	-	0.0%
1.0	2.8	1.8	1.0	56.6%	Other *	30.1	5.3	3.5	1.8	50.6%
\$ 30.9	\$ 36.2	\$ 35.7	\$ 0.4	1.2%	TOTAL REVENUE	\$ 218.1	\$ 75.9	\$ 74.6	\$ 1.2	1.7%
					Expense					
\$ 13.0	\$ 14.2	\$ 15.4	\$ 1.2	7.7%	Salary/Wages	\$ 13.5	\$ 29.2	\$ 30.8	\$ 1.6	5.2%
6.1	6.7	7.9	1.2	15.6%	Fringe Benefits	7.3	14.2	15.8	1.6	10.2%
2.2	2.4	2.9	0.5	16.7%	Services	1.3	4.1	5.8	1.7	28.7%
1.1	2.3	1.9	(0.4)	-21.5%	Parts	0.9	4.2	3.8	(0.4)	-10.6%
1.2	3.1	3.0	(0.1)	-1.9%	Fuel	0.7	5.4	6.0	0.6	10.6%
0.4	0.7	0.5	(0.2)	-29.1%	Utilities	0.6	1.4	1.0	(0.3)	-28.8%
1.1	1.0	1.4	0.4	27.7%	Other	0.5	1.7	2.9	1.2	41.3%
(0.2)	(1.1)	(1.0)	(0.1)	14.3%	Capitalized Cost	(0.1)	(2.0)	(1.9)	(0.0)	0.6%
\$ 24.8	\$ 29.3	\$ 32.1	\$ 2.8	8.8%	TOTAL EXPENSE	\$ 24.7	\$ 58.2	\$ 64.2	\$ 6.0	9.4%
\$ 6.8	\$ 6.6	\$ 6.6	\$ (0.0)	0.0%	Debt Service	\$ 6.8	\$ 13.3	\$ 13.3	\$ (0.0)	0.0%
\$ (0.7)	\$ 0.3	\$ (3.0)	\$ 3.2	108.5%	Contrib. Capital/Reserves	\$ 1.1	\$ 4.4	\$ (2.9)	\$ 7.3	254.0%

*Does not include Sale of Assets Favorable/(Unfavorable)

*Does not include Sale of Assets Favorable/(Unfavorable)

Revenue

³ Monthly forecasted ridership calculated using Planning 2023 yearly forecast by mode.

⁴ February 2023 Ridership report. UVX numbers included in total Bus ridership numbers.

For the month of February, revenues were \$31.4 million. Accrued sales tax revenue was at budget. Farebox revenue was 23.0% below budget, primarily related to the decrease of Paratransit fares combined with free fares offered during the NBA All Star Game.

There were no Federal payments recorded for the month as the formula grants are pending due to grant processing delays. Once these grants are approved, (approval anticipated in April at the earliest), UTA will be able draw down an estimated \$55 million in accrued eligible operational expenses dating back to 2022 – which will be recorded as Federal income in 2023.

Other revenues came in higher than budget with a \$1.0 million variance (56.6 percent). Positive variance was primarily driven by higher than expected investment returns, as discussed above.

Expenditures

The February expense variance of \$2.8 million or 8.8 percent below plan is a direct result of positive variances in Wage costs of \$1.2 million, underspend of \$1.2 million in Fringe expense, under spend in Service of \$0.5 million, over budget spend of \$0.4 million in Parts, \$0.1 million of overspend in Fuel, and an underspend in Other expenses directly related to the agency's contingency.

Notable impacts to the variance were:

Parts: \$0.4 million over budget. Commuter Rail spending on parts was \$262,000 over budgeted plan, Facilities spending on parts was \$58,000 over budget, and smaller amounts in other operating units.

Services: \$0.5 million spend under budget, 16.7 percent under plan. Much of the underspend for the month was within the IT group directly related to the timing of payment for software and software related licensing and invoice catch-up of contracted legal fees.

Fuel/Power: Slightly over budget \$0.1 million (1.9 percent), driven by higher than expected propulsion power costs somewhat offset by lower diesel fuel expenses.

Utilities: Over budget by 29.1 percent (\$0.2 million), primarily due to costs associated with the heavy and persistent winter weather. Mostly related to platform heating, building heating, and lingering impact of the spike in the cost of natural gas.

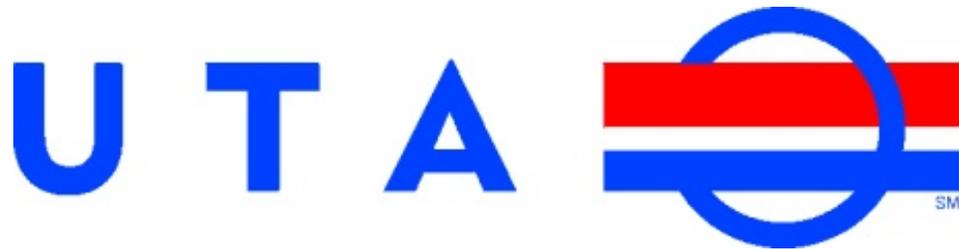
Capitalized Cost: \$0.1 million over budget (14.3 percent positive variance) for February. Most of this variance is associated with Light Rail and Fleet Engineering. Accounting's continued work with Light Rail and Asset Management has helped this area to have more timely and accurate reporting.

Utah Transit Authority

Financial Statement

(Unaudited)

February 28, 2023



KEY ITEM REPORT
(UNAUDITED)
As of February 28, 2023

EXHIBIT 1-1

	2023 YTD ACTUAL	2023 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
1 Operating Revenue	\$ (5,409,388)	\$ (5,951,767)	\$ (542,379)	-9%
2 Operating Expenses	58,177,550	63,999,752	5,822,202	9%
3 Net Operating Income (Loss)	(52,768,162)	(58,047,985)	5,279,823	9%
4 Capital Revenue	(2,190,767)	(42,691,583)	(40,500,816)	-95%
5 Capital Expenses	10,287,824	53,166,167	42,878,343	81%
6 Net Capital Income (Loss)	(8,097,057)	(10,474,583)	2,377,527	23%
7 Sales Tax	(65,525,626)	(65,525,627)	(1)	0%
8 Other Revenue	(4,932,218)	(3,144,000)	1,788,218	57%
9 Debt Service	13,292,022	13,291,872	(150)	0%
10 Sale of Assets	1,994,236	-	(1,994,236)	
11 Net Non-Operating Income (Loss)	55,171,586	55,377,755	(206,169)	0%
12 Contribution to Cash Balance	\$ (5,693,633)	\$ (13,144,813)	\$ 7,451,180	-57%
13 Amortization	1,940,979			
14 Depreciation	23,143,631			
15 Total Non-cash Items	\$ 25,084,610			

STATISTICS

RIDERSHIP

2022 Actual	February 2023	February 2022	Difference	2023 YTD	2022 YTD	Difference
16 31,439,554	2,789,131	2,582,576	206,555	5,485,095	4,754,670	730,425

OPERATING SUBSIDY PER RIDER -

	SPR
17 Net Operating Expense	\$ 58,177,550
18 Less: Passenger Revenue	(5,022,388)
19 Subtotal	53,155,162
20 Divided by: Ridership	÷ 5,485,095
21 Subsidy per Rider	<u>\$ 9.69</u>

SUMMARY FINANCIAL DATA
(UNAUDITED)

EXHIBIT 1-2

As of February 28, 2023

BALANCE SHEET

	<u>2/28/2023</u>	<u>2/28/2022</u>
CURRENT ASSETS		
1 Cash	\$ 14,364,815	\$ 19,549,823
2 Investments (Unrestricted)	516,426,050	300,004,913
3 Investments (Restricted)	145,798,868	153,038,007
4 Receivables	86,744,724	72,300,526
5 Receivables - Federal Grants	3,872,754	33,033,542
6 Inventories	40,752,819	32,741,020
7 Prepaid Expenses	1,217,619	1,356,903
8 TOTAL CURRENT ASSETS	<u>\$ 809,177,649</u>	<u>\$ 612,024,734</u>
9 Property, Plant & Equipment (Net)	2,915,666,423	2,926,591,129
10 Other Assets	116,588,198	145,807,828
11 TOTAL ASSETS	<u>\$ 3,841,432,270</u>	<u>\$ 3,684,423,691</u>
12 Current Liabilities	\$ 64,817,739	\$ 75,759,054
14 Net Pension Liability	90,642,486	96,783,597
15 Outstanding Debt	2,392,053,721	2,411,825,457
16 Net Investment in Capital Assets	747,408,531	724,642,839
17 Restricted Net Position	93,184,642	49,158,903
18 Unrestricted Net Position	453,325,151	326,253,841
19 TOTAL LIABILITIES & EQUITY	<u>\$ 3,841,432,270</u>	<u>\$ 3,684,423,691</u>

RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION

RESTRICTED RESERVES		
20 2018 Bond Proceeds	1,965,009	\$ 9,175,733
21 2019 Bond Proceeds	22,976,938	60,267,735
22 Debt Service Interest Payable	58,695,863	39,944,388
23 Risk Contingency Fund	8,068,953	8,045,886
24 Catastrophic Risk Reserve Fund	1,111,221	1,100,912
25 Box Elder County ROW (sales tax)	2,807,119	1,738,427
26 Utah County 4th Qtr (sales tax)	8,212,301	
27 Amounts held in escrow	41,961,464	32,764,926
28 TOTAL RESTRICTED RESERVES	<u>\$ 145,798,868</u>	<u>\$ 153,038,007</u>
DESIGNATED GENERAL AND CAPITAL RESERVES		
29 General Reserves	72,100,000	65,368,000
30 Service Sustainability Reserves	12,017,000	10,895,000
31 Capital Reserve	45,616,000	45,616,000
32 Debt Reduction Reserve	30,000,000	30,000,000
33 TOTAL DESIGNATED GENERAL AND CAPITAL RESERVES	<u>\$ 159,733,000</u>	<u>\$ 151,879,000</u>
34 TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS	<u>\$ 305,531,868</u>	<u>\$ 304,917,007</u>

SUMMARY FINANCIAL DATA
(UNAUDITED)

EXHIBIT 1-3

As of February 28, 2023

REVENUE & EXPENSES

	ACTUAL Feb-23	ACTUAL Feb-22	YTD 2023	YTD 2022
OPERATING REVENUE				
1 Passenger Revenue	\$ (1,969,669)	\$ (1,824,105)	\$ (5,022,388)	\$ (4,343,722)
2 Advertising Revenue	(193,500)	(180,000)	(387,000)	(360,000)
3 TOTAL OPERATING REVENUE	<u>\$ (2,163,169)</u>	<u>\$ (2,004,105)</u>	<u>\$ (5,409,388)</u>	<u>\$ (4,703,722)</u>
OPERATING EXPENSE				
4 Bus Service	\$ 10,879,756	\$ 8,778,921	\$ 20,576,100	\$ 17,959,797
5 Commuter Rail	2,579,018	1,690,457	4,871,181	3,232,590
6 Light Rail	3,610,116	3,110,051	6,933,784	6,200,444
7 Maintenance of Way	2,090,770	1,312,903	3,779,945	3,046,199
8 Paratransit Service	2,049,270	2,041,811	3,902,698	3,772,256
9 RideShare/Van Pool Services	259,579	201,608	420,185	297,718
10 Microtransit	620,341	380,821	752,035	-
11 Operations Support	5,635,009	4,314,739	10,665,974	8,616,558
12 Administration	2,788,736	2,936,892	6,275,648	5,509,555
13 Non-Departmental	-	-	-	-
14 TOTAL OPERATING EXPENSE	<u>\$ 30,512,595</u>	<u>\$ 24,768,203</u>	<u>\$ 58,177,550</u>	<u>\$ 48,635,117</u>
15 NET OPERATING (INCOME) LOSS	<u>\$ 28,349,426</u>	<u>\$ 22,764,098</u>	<u>\$ 52,768,162</u>	<u>\$ 43,931,395</u>
NON-OPERATING EXPENSE (REVENUE)				
16 Investment Revenue	(1,507,914)	(24,696)	(3,163,961)	(113,902)
17 Sales Tax Revenue ¹	(31,421,786)	(28,097,503)	(65,525,626)	(56,951,891)
18 Other Revenue	(1,067,199)	(769,625)	(1,768,257)	(1,704,060)
19 Fed Operations/Preventative Maint. Revenue	-	-	-	-
20 Bond Interest	6,258,971	6,537,638	12,517,943	13,075,276
21 Bond Interest UTCT	148,357	152,433	296,714	304,867
22 Bond Cost of Issuance/Fees	-	-	-	-
23 Lease Interest	237,858	139,201	477,365	279,628
24 Sale of Assets	2,001,036	-	1,994,236	(7,999)
25 TOTAL NON-OPERATING EXPENSE (REVENUE)	<u>\$ (25,350,677)</u>	<u>\$ (22,062,552)</u>	<u>\$ (55,171,586)</u>	<u>\$ (45,118,081)</u>
26 CONTRIBUTION TO RESERVES	<u>\$ (2,998,749)</u>	<u>\$ (701,546)</u>	<u>\$ 2,403,424</u>	<u>\$ 1,186,686</u>
OTHER EXPENSES (NON-CASH)				
27 Bond Premium/Discount Amortization	(339,685)	121,632	(679,370)	243,265
28 Bond Refunding Cost Amortization	1,242,599	137,093	2,485,197	274,186
29 Future Revenue Cost Amortization	67,576	67,576	135,152	135,252
30 Depreciation	11,369,376	(8,600,330)	23,143,631	23,096,140
31 NET OTHER EXPENSES (NON-CASH)	<u>\$ 12,339,866</u>	<u>\$ (8,274,029)</u>	<u>\$ 25,084,610</u>	<u>\$ 23,748,843</u>

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

BUDGET TO ACTUAL REPORT
(UNAUDITED)
As of February 28, 2023

EXHIBIT 1-4

CURRENT MONTH

	ACTUAL	BUDGET	VARIANCE	%
	Feb-23	Feb-23	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING REVENUE				
1 Passenger Revenue	\$ (1,969,669)	\$ (2,558,863)	\$ (589,194)	-23%
2 Advertising Revenue	(193,500)	(193,500)	-	0%
3 TOTAL OPERATING REVENUE	<u>\$ (2,163,169)</u>	<u>\$ (2,752,363)</u>	<u>\$ (589,194)</u>	-21%
OPERATING EXPENSE				
4 Bus Service	\$ 10,879,756	11,091,900	\$ 212,144	2%
5 Commuter Rail	2,579,018	2,543,163	(35,855)	-1%
6 Light Rail	3,610,116	3,597,437	(12,679)	0%
7 Maintenance of Way	2,090,770	1,755,250	(335,520)	-19%
8 Paratransit Service	2,049,270	2,195,081	145,811	7%
9 RideShare/Van Pool Services	259,579	332,910	73,331	22%
10 Microtransit	620,341	766,024	145,683	19%
11 Operations Support	5,635,009	5,066,206	(568,803)	-11%
12 Administration	2,788,736	4,559,340	1,770,604	39%
13 Non-Departmental	-	-	-	
14 TOTAL OPERATING EXPENSE	<u>\$ 30,512,595</u>	<u>\$ 31,907,311</u>	<u>\$ 1,394,716</u>	4%
15 NET OPERATING (INCOME) LOSS	<u>\$ 28,349,426</u>	<u>\$ 29,154,948</u>	<u>\$ 805,522</u>	-3%
NON-OPERATING EXPENSE (REVENUE)				
16 Investment Revenue	\$ (1,507,914)	\$ (605,000)	\$ 902,914	149%
17 Sales Tax Revenue	(31,421,786)	(31,421,787)	(1)	0%
18 Other Revenue	(1,067,199)	(969,500)	97,699	10%
19 Fed Operations/Preventative Maint. Revenue	-	-	-	
20 Bond Interest	6,258,971	6,258,972	1	0%
21 Bond Interest UTCT	148,357	148,357	-	0%
22 Bond Cost of Issuance/Fees	-	-	-	
23 Lease Interest	237,858	237,592	(266)	0%
24 Sale of Assets	2,001,036	-	(2,001,036)	
25 TOTAL NON-OPERATING EXPENSE (REVENUE)	<u>\$ (25,350,677)</u>	<u>\$ (26,351,366)</u>	<u>\$ (1,000,689)</u>	-4%
26 CONTRIBUTION TO RESERVES	<u>\$ (2,998,749)</u>	<u>\$ (2,803,582)</u>		

BUDGET TO ACTUAL REPORT BY CHIEF
(UNAUDITED)
As of February 28, 2023

EXHIBIT 1-4A

CURRENT MONTH

	ACTUAL	BUDGET	VARIANCE	%
	Feb-23	Feb-23	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING EXPENSE				
1 Board of Trustees	\$ 204,508	\$ 262,250	\$ 57,742	22%
2 Executive Director	343,040	475,095	132,055	28%
3 Chief Communication Officer	261,953	271,597	9,644	4%
4 Chief Planning and Engagement Officer	1,134,399	1,357,330	222,931	16%
5 Chief Finance Officer	1,021,163	1,411,941	390,778	28%
6 Chief Operating Officer	24,698,956	24,398,957	(299,999)	-1%
7 Chief People Officer	1,392,349	954,461	(437,888)	-46%
8 Chief Development Officer	285,347	724,549	439,202	61%
9 Chief Enterprise Strategy Officer	1,170,880	2,051,131	880,251	43%
10 Non-Departmental	-	-	-	
11 TOTAL OPERATING EXPENSE	\$ 30,512,595	\$ 31,907,311	\$ 1,394,716	4%

YEAR TO DATE

	ACTUAL	BUDGET	VARIANCE	%
	Feb-22	Feb-22	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING EXPENSE				
12 Board of Trustees	\$ 424,330	\$ 524,500	\$ 100,170	19%
13 Executive Director	704,029	951,190	247,161	26%
14 Chief Communication Officer	537,962	543,194	5,232	1%
15 Chief Planning and Engagement Officer	1,835,748	2,719,185	883,437	32%
16 Chief Finance Officer	2,051,444	2,828,282	776,838	27%
17 Chief Operating Officer	46,758,447	49,260,397	2,501,950	5%
18 Chief People Officer	2,130,745	1,908,922	(221,823)	-12%
19 Chief Development Officer	822,813	1,458,098	635,285	44%
20 Chief Enterprise Strategy Officer	2,912,032	3,805,984	893,952	23%
21 Non-Departmental	-	-	-	
22 TOTAL OPERATING EXPENSE	\$ 58,177,550	\$ 63,999,752	\$ 5,822,202	9%

BUDGET TO ACTUAL REPORT
(UNAUDITED)

EXHIBIT 1-5

As of February 28, 2023

YEAR TO DATE

	ACTUAL	BUDGET	VARIANCE	%
	Feb-22	Feb-22	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING REVENUE				
1 Passenger Revenue	\$ (5,022,388)	\$ (5,564,767)	\$ (542,379)	-10%
2 Advertising Revenue	(387,000)	(387,000)	-	0%
3 TOTAL OPERATING REVENUE	\$ (5,409,388)	\$ (5,951,767)	\$ (542,379)	-9%
OPERATING EXPENSE				
4 Bus Service	\$ 20,576,100	\$ 22,489,417	\$ 1,913,317	9%
5 Commuter Rail	4,871,181	5,135,321	264,140	5%
6 Light Rail	6,933,784	7,304,018	370,234	5%
7 Maintenance of Way	3,779,945	3,510,572	(269,373)	-8%
8 Paratransit Service	3,902,698	4,364,567	461,869	11%
9 RideShare/Van Pool Services	420,185	665,820	245,635	37%
10 Microtransit	752,035	1,532,048	780,013	51%
11 Operations Support	10,665,974	10,136,937	(529,037)	-5%
12 Administration	6,275,648	8,861,052	2,585,404	29%
13 Non-Departmental	-	-	-	
14 TOTAL OPERATING EXPENSE	\$ 58,177,550	\$ 63,999,752	\$ 5,822,202	9%
15 NET OPERATING (INCOME) LOSS	\$ 52,768,162	\$ 58,047,985	\$ 5,279,823	9%
NON-OPERATING EXPENSE (REVENUE)				
16 Investment Revenue	\$ (3,163,961)	\$ (1,205,000)	\$ 1,958,961	163%
17 Sales Tax Revenue	(65,525,626)	(65,525,627)	(1)	0%
18 Other Revenue	(1,768,257)	(1,939,000)	(170,743)	-9%
19 Fed Operations/Preventative Maint. Revenue	-	-	-	
20 Bond Interest	12,517,943	12,517,944	1	0%
21 Bond Interest UTCT	296,714	296,714	-	0%
22 Bond Cost of Issuance/Fees	-	-	-	
23 Lease Interest	477,365	477,214	(151)	0%
24 Sale of Assets	1,994,236	-	(1,994,236)	
25 TOTAL NON-OPERATING EXPENSE (REVENUE)	\$ (55,171,586)	\$ (55,377,755)	\$ (206,169)	0%
26 CONTRIBUTION TO RESERVES	\$ 2,403,424	\$ (2,670,230)		

CAPITAL PROJECTS
(UNAUDITED)
As of February 28, 2023

EXHIBIT 1-6

	2023 ACTUAL	ANNUAL BUDGET	PERCENT
EXPENSES			
1 REVENUE AND NON-REVENUE VEHICLES	\$ 2,471,054	\$ 92,249,000	2.7%
2 INFORMATION TECHNOLOGY	717,523	17,690,000	4.1%
3 FACILITIES, MAINTENANCE & ADMIN. EQUIP.	703,191	12,441,000	5.7%
4 CAPITAL PROJECTS	1,112,300	108,062,000	1.0%
5 STATE OF GOOD REPAIR	568,696	51,309,000	1.1%
6 DEPOT DISTRICT	3,050,126	12,001,000	25.4%
7 OGDEN/WEBER STATE BRT	1,638,753	14,785,000	11.1%
8 TIGER	26,182	10,460,000	0.3%
9 TOTAL	<u>\$ 10,287,824</u>	<u>\$ 318,997,000</u>	3.2%
REVENUES			
10 GRANT	\$ 1,667,290	\$ 120,700,000	1.4%
11 STATE CONTRIBUTION	494,175	19,338,000	2.6%
12 LEASES (PAID TO DATE)	-	41,755,000	0.0%
13 BONDS	-	62,847,500	0.0%
14 LOCAL PARTNERS	29,302	11,509,000	0.3%
15 UTA FUNDING	8,097,057	62,847,500	12.9%
16 TOTAL	<u>\$ 10,287,824</u>	<u>\$ 318,997,000</u>	3.2%

BY SERVICE

	CURRENT MONTH		YEAR TO DATE	
	Feb-23	Feb-22	2023	2022
UTA				
Fully Allocated Costs	29,138,563	24,252,721	58,177,552	48,635,117
Passenger Farebox Revenue	1,969,668	1,824,106	5,022,388	4,343,722
Passengers	2,789,131	2,582,576	5,485,095	4,754,670
Farebox Recovery Ratio	6.8%	7.5%	8.6%	8.9%
Actual Subsidy per Rider	\$9.74	\$8.68	\$9.69	\$9.32
BUS SERVICE				
Fully Allocated Costs	14,176,918	12,245,108	28,881,656	24,495,061
Passenger Farebox Revenue	1,057,981	667,650	2,490,344	1,930,933
Passengers	1,458,181	1,320,151	2,912,378	2,444,157
Farebox Recovery Ratio	7.5%	5.5%	8.6%	7.9%
Actual Subsidy per Rider	\$9.00	\$8.77	\$9.06	\$9.23
LIGHT RAIL SERVICE				
Fully Allocated Costs	8,065,307	6,598,073	15,170,836	13,050,138
Passenger Farebox Revenue	458,124	445,282	1,030,789	1,006,746
Passengers	855,479	882,237	1,649,199	1,628,294
Farebox Recovery Ratio	5.7%	6.7%	6.8%	7.7%
Actual Subsidy per Rider	\$8.89	\$6.97	\$8.57	\$7.40
COMMUTER RAIL SERVICE				
Fully Allocated Costs	3,619,619	2,640,067	8,087,717	5,609,468
Passenger Farebox Revenue	326,389	380,143	713,624	736,617
Passengers	287,782	253,044	561,667	433,366
Farebox Recovery Ratio	9.0%	14.4%	8.8%	13.1%
Actual Subsidy per Rider	\$11.44	\$8.93	\$13.13	\$11.24
MICROTRANSIT				
Fully Allocated Costs	686,715	438,689	887,637	907,063
Passenger Farebox Revenue	27,099	886	61,088	9,431
Passengers	28,994	11,021	57,560	19,194
Farebox Recovery Ratio	3.9%	0.2%	6.9%	1.0%
Actual Subsidy per Rider	\$22.75	\$39.72	\$14.36	\$46.77
PARATRANSIT				
Fully Allocated Costs	2,063,307	1,982,137	4,185,030	3,984,517
Passenger Farebox Revenue	(212,507)	231,081	79,128	302,516
Passengers	64,458	59,799	131,844	113,139
Farebox Recovery Ratio	-10.3%	11.7%	1.9%	7.6%
Actual Subsidy per Rider	\$35.31	\$29.28	\$31.14	\$32.54
RIDESHARE				
Fully Allocated Costs	526,696	348,646	964,676	588,870
Passenger Farebox Revenue	312,582	99,064	647,414	357,479
Passengers	94,237	56,324	172,447	116,520
Farebox Recovery Ratio	59.3%	28.4%	67.1%	60.7%
Actual Subsidy per Rider	\$2.27	\$4.43	\$1.84	\$1.99

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	Feb-23	Feb-22	2023	2022
FULLY ALLOCATED COSTS				
Bus Service	\$14,176,918	\$12,245,108	\$28,881,656	\$24,495,061
Light Rail Service	\$8,065,307	\$6,598,073	\$15,170,836	\$13,050,138
Commuter Rail Service	\$3,619,619	\$2,640,067	\$8,087,717	\$5,609,468
Microtransit	\$686,715	\$438,689	\$887,637	\$907,063
Paratransit	\$2,063,307	\$1,982,137	\$4,185,030	\$3,984,517
Rideshare	\$526,696	\$348,646	\$964,676	\$588,870
UTA	\$29,138,563	\$24,252,721	\$58,177,552	\$48,635,117
PASSENGER FAREBOX REVENUE				
Bus Service	\$1,057,981	\$667,650	\$2,490,344	\$1,930,933
Light Rail Service	\$458,124	\$445,282	\$1,030,789	\$1,006,746
Commuter Rail Service	\$326,389	\$380,143	\$713,624	\$736,617
Microtransit	\$27,099	\$886	\$61,088	\$9,431
Paratransit	(\$212,507)	\$231,081	\$79,128	\$302,516
Rideshare	\$312,582	\$99,064	\$647,414	\$357,479
UTA	\$1,969,668	\$1,824,106	\$5,022,388	\$4,343,722
PASSENGERS				
Bus Service	1,458,181	1,320,151	2,912,378	2,444,157
Light Rail Service	855,479	882,237	1,649,199	1,628,294
Commuter Rail Service	287,782	253,044	561,667	433,366
Microtransit	28,994	11,021	57,560	19,194
Paratransit	64,458	59,799	131,844	113,139
Rideshare	94,237	56,324	172,447	116,520
UTA	2,789,131	2,582,576	5,485,095	4,754,670
FAREBOX RECOVERY RATIO				
Bus Service	7.5%	5.5%	8.6%	7.9%
Light Rail Service	5.7%	6.7%	6.8%	7.7%
Commuter Rail Service	9.0%	14.4%	8.8%	13.1%
Microtransit	3.9%	0.2%	6.9%	1.0%
Paratransit	-10.3%	11.7%	1.9%	7.6%
Rideshare	59.3%	28.4%	67.1%	60.7%
UTA	6.8%	7.5%	8.6%	8.9%
ACTUAL SUBSIDY PER RIDER				
Bus Service	\$9.00	\$8.77	\$9.06	\$9.23
Light Rail Service	\$8.89	\$6.97	\$8.57	\$7.40
Commuter Rail Service	\$11.44	\$8.93	\$13.13	\$11.24
Microtransit	\$22.75	\$39.72	\$14.36	\$46.77
Paratransit	\$35.31	\$29.28	\$31.14	\$32.54
Rideshare	\$2.27	\$4.43	\$1.84	\$1.99
UTA	\$9.74	\$8.68	\$9.69	\$9.32

SUMMARY OF ACCOUNTS RECEIVABLE
(UNAUDITED)

EXHIBIT 1-9

As of February 28, 2023

Classification	Total	Current	31-60 Days	61-90 Days	90-120 Days	Over 120 Days
1 Federal Grants Government ¹	\$ 3,872,754	\$ 3,872,754	-	-	-	-
2 Sales Tax Contributions	65,525,626	34,091,254	\$ 31,434,372	-	-	-
3 Warranty Recovery	1,896,234	1,845,805	-	-	-	-
4 Build America Bond Subsidies	2,851,833	785,525	785,525	1,280,783	-	-
5 Product Sales and Development	4,649,906	4,302,266	51,713	19,313	\$ 1,568	\$ 275,046
6 Pass Sales	(19,836)	160,706	49,168	2,643	1,390	(233,743)
7 Property Management	228,038	96,329	16,393	68,369	1,157	45,790
8 Vanpool/Rideshare	97,084	74,183	4,597	7,430	7,534	3,340
9 Salt Lake City Agreement	567,405	567,405	-	-	-	-
10 Planning	-	-	-	-	-	-
11 Capital Development Agreements	5,022,702	5,022,702	-	-	-	-
12 Other	5,925,732	5,976,161	-	-	-	-
13 Total	<u>\$ 90,617,478</u>	<u>\$ 56,795,090</u>	<u>\$ 32,341,768</u>	<u>\$ 1,378,538</u>	<u>\$ 11,649</u>	<u>\$ 90,433</u>

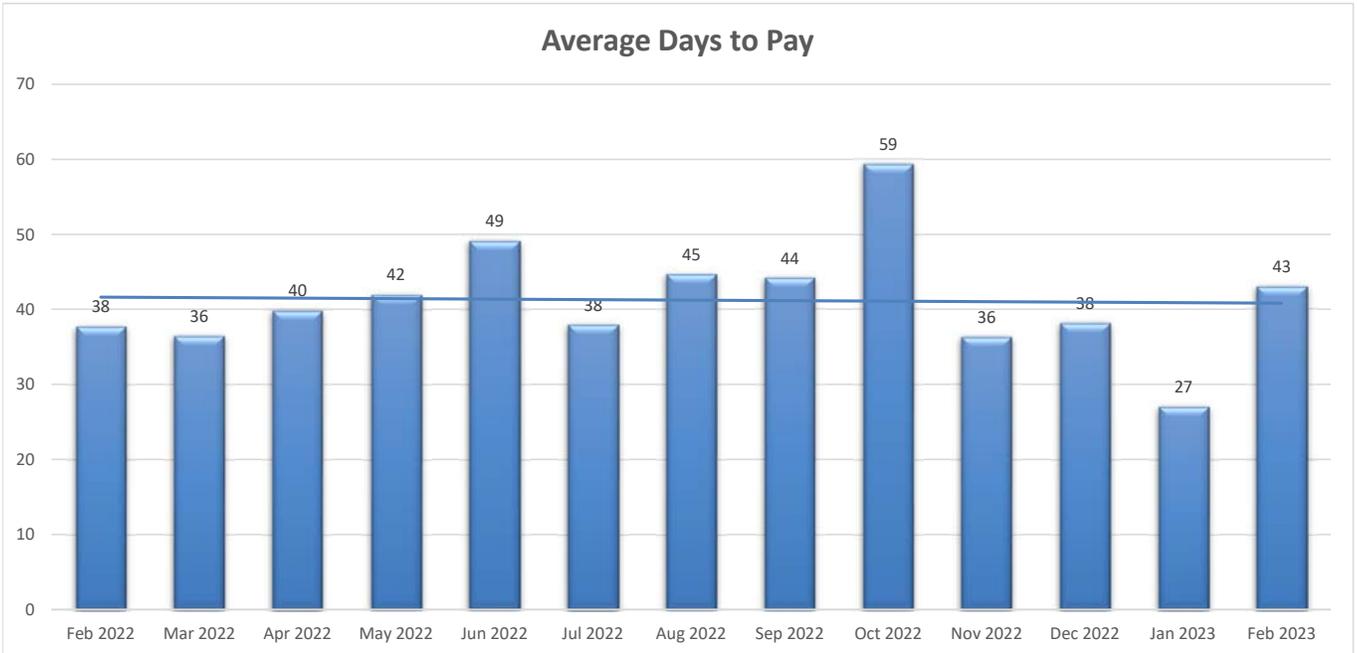
Percentage Due by Aging

14 Federal Grants Government ¹	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
15 Sales Tax Contributions	52.0%	48.0%	0.0%	0.0%	0.0%	0.0%
16 Warranty Recovery	97.3%	0.0%	0.0%	0.0%	0.0%	0.0%
17 Build America Bond Subsidies	27.5%	27.5%	44.9%	0.0%	0.0%	0.0%
18 Product Sales and Development	92.5%	1.1%	0.4%	0.0%	5.9%	
19 Pass Sales	-810.2%	-247.9%	-13.3%	-7.0%	1178.4%	
20 Property Management	42.2%	7.2%	30.0%	0.5%	20.1%	
21 Vanpool/Rideshare	76.4%	4.7%	7.7%	7.8%	3.4%	
22 Salt Lake City Agreement	100.0%	0.0%	0.0%	0.0%	0.0%	
23 Planning						
24 Capital Development Agreements	100.0%	0.0%	0.0%	0.0%	0.0%	
25 Other	100.9%	0.0%	0.0%	0.0%	0.0%	
26 Total	62.7%	35.7%	1.5%	0.0%	0.1%	

¹ Federal preventive maintenance funds and federal RideShare funds

SUMMARY OF APPROVED DISBURSEMENTS OVER \$200,000
 FROM FEBRUARY 1, 2023 THROUGH FEBRUARY 28, 2023
 (UNAUDITED)

<u>Contract # and Description</u>	<u>Contract Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Date</u>	<u>Check Total</u>
21-03415JH AC INVERTERS	8/12/2021	KIEPE ELECTRIC LLC	372766	2/1/2023	474,240.00
19-03043BM SALT LAKE COUNTY MICROTRANSIT	7/2/2019	VIA TRANSPORTATION INC	372883	2/1/2023	245,251.99
18-25920AB SPOT-PRICE NATURAL GAS	5/9/2018	SUMMIT ENERGY LLC	893758	2/1/2023	259,506.50
22-03568JH TRUCK OVERHAUL KITS	6/28/2022	ALSTOM MASS TRANSIT CORP	893836	2/8/2023	242,015.28
22-03568JH TRUCK OVERHAUL KITS	6/28/2022	ALSTOM MASS TRANSIT CORP	893836	2/8/2023	242,015.28
21-3410VW FRONTRUNNER PROGRAM MANGEMENT	5/28/2021	KIMLEY-HORN AND ASSOCIATES INC.	893837	2/8/2023	299,667.22
20-3378VW TPSS UPGRADE/REHAB	6/24/2021	C3M POWER SYSTEMS LLC	893838	2/8/2023	419,676.02
20-3382VW ON-CALL POSITIVE TRAIN CONTROL	3/2/2021	ROCKY MOUNTAIN SYSTEMS SERVICE	893839	2/8/2023	467,313.84
16-1680PP 40 FOOT DIESEL AND CNG BUSES	5/1/2016	GILLIG CORPORATION	893840	2/8/2023	564,015.49
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	RHINEHART OIL CO. INC.	893841	2/8/2023	715,700.95
20-03384VW PROJECT MGMT SERVICES	4/17/2021	HNTB CORPORATION	893842	2/8/2023	772,409.85
R2022-04-01		UTAH STATE TAX WITHHOLDING	WITHDRAWAL	2/9/2023	284,276.75
R2022-04-01		CAMBRIDGE ASSOCIATES, LLC.	ZION-ACH	2/9/2023	920,386.92
R2022-04-01		BANC OF AMERICA PUBLIC CAPITAL	ZION-ACH	2/14/2023	328,720.82
22-03652 RMSS AREA REMODEL	11/7/2022	ARNELL-WEST INC.	373110	2/15/2023	283,870.00
20-03282 SD100/SD160/S70 LRV SEAT REPLACEMEN	12/4/2020	USSC GROUP, INC.	893915	2/15/2023	228,291.00
UT CONTRACT#AR233 DATA COMMUNICATIONS EQUIP & SRVC	6/1/2014	CVE TECHNOLOGIES GROUP, INC.	893916	2/15/2023	305,960.92
19-3038VW POINT OF THE MOUNTAIN STUDY	7/31/2019	PARAMETRIX INC.	893917	2/15/2023	489,868.66
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	RHINEHART OIL CO. INC.	893918	2/15/2023	728,894.28
21-03532VW SHORT AND LONG TERM DISABILITY	6/29/2022	LINCOLN NATIONAL LIFE INSURANCE	ZION-ACH	2/15/2023	202,772.98
20-03282 SD100/SD160/S70 LRV SEAT REPLACEMEN	12/4/2020	USSC GROUP, INC.	894008	2/22/2023	246,399.00
1126114JH S70 TIRE KITS	5/13/2022	PENN MACHINE COMPANY LLC	894009	2/22/2023	252,005.00
20-03243PP ADA PARATRANSIT AND ROUTE DEVIATION	6/1/2020	MV PUBLIC TRANSPORTATION	894010	2/22/2023	292,166.00
19-03043BM SALT LAKE COUNTY MICROTRANSIT	7/2/2019	VIA TRANSPORTATION INC	894011	2/22/2023	455,589.81
22-03546VW APPRENTICESHIP TRAINING CURRICULUM	5/14/2022	XPAN INTERACTIVE USA INC.	894012	2/22/2023	551,980.86
20-3349VW ON-CALL MAINTENANCE	6/9/2021	STACY AND WITBECK, INC.	894013	2/22/2023	1,482,388.05
21-3531BM ADMIN MEDICAL INSURANCE	5/3/2022	SELECT HEALTH	ZION-ACH	2/22/2023	826,052.40
18-27682VW EMPLOYEE ACCIDENT INSURANCE	6/9/2021	VOYA FINANCIAL	ZION-ACH	2/22/2023	222,586.53
R2022-04-01		UTAH STATE TAX WITHHOLDING	WITHDRAWAL	2/23/2023	299,622.25
R2022-04-01		CAMBRIDGE ASSOCIATES, LLC.	ZION-ACH	2/23/2023	969,605.50
R2022-04-01		JP MORGAN EQUIPMENT FINANCE	ZION-ACH	2/24/2023	246,288.77





Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 4/26/2023

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

TITLE:

R2023-04-07 - Resolution Declaring Official Intent of the Utah Transit Authority to Reimburse Itself for Certain Capital Expenditures Through Lease Financing

AGENDA ITEM TYPE:

Resolution

RECOMMENDATION:

Adopt Resolution R2023-04-07

BACKGROUND:

When issuing a lease, federal law permits an eligible recipient to include capital items in the financing which have been purchased up to 60 days prior to the lease closing date. Federal law does allow an eligible recipient to declare an intent to reimburse and establish an expanded period for including capital items in a lease financing.

UTA began leasing revenue service vehicles in 2015. Through 2018, the Board of Trustees adopted a resolution each year which authorized the Chief Financial Officer to enter that year’s leases if lease maturities, interest rates, and lease amounts were within the parameters identified in the resolution.

Beginning in 2019, the process changed to have the Board of Trustees approve an Intent to Reimburse Resolution early in the year and a lease financing resolution later in the year which included the specific lease maturities, interest rates and lease amounts resulting from a lease financing RFP.

DISCUSSION:

The 2023 capital budget and unused 2022 budget authority (carryforward) anticipated lease financing for the replacement of the following items:

Vehicle/Equipment Replacement	Amount
Buses	\$32,500,000

Paratransit	\$8,000,000
Comet Car Replacement	\$4,000,000
Vanpool vans	\$2,500,000
Non-Revenue Service Vehicles	\$1,500,000
Totals	\$48,500,000

These capital items will be delivered throughout the year. Rather than arranging for financing as capital items are delivered, it is much more efficient to arrange for lease financing near the time of the largest dollar amount of deliveries.

The resolution enacts the intent to reimburse provisions of federal law and will allow UTA to arrange for lease financing for these budgeted capital items at one time. The anticipated timing for issuing the lease financing RFP is late third quarter.

ALTERNATIVES:

UTA could conduct the lease financing solicitation and award the lease financing as soon as possible in 2023. The 2023 budget was prepared assuming the lease financing would take place in September. Lease financing could be put in place approximately every 60 days.

FISCAL IMPACT:

The Authority anticipates that the maximum principal amount of the Leases executed to finance the Project will not exceed \$48,500,000. The budget assumed lease financing would take place in September. This action supports 2023 budget planning.

ATTACHMENTS:

- 1) Resolution R2023-04-07

**RESOLUTION DECLARING OFFICIAL INTENT OF THE UTAH TRANSIT
AUTHORITY TO REIMBURSE ITSELF FOR CERTAIN CAPITAL
EXPENDITURES THROUGH LEASE FINANCING**

R2023-04-07

April 26, 2023

WHEREAS, Utah Transit Authority (the “Authority”) is a large public transit district organized under the laws of the State of Utah and was created to transact and exercise all of the powers provided for in the Utah Limited Purpose Local Government Entities – Local Districts Act and the Utah Public Transit District Act (the “Act”); and

WHEREAS, under the Act, the Board of Trustees (“Board”) of the Authority is required to review and approve contractual expenditures exceeding \$200,000; and

WHEREAS, the Authority expects to incur significant costs for transit system improvements, including without limitation, Vanpool vans, paratransit vehicles, non-revenue service vehicles, buses, and all related improvements (collectively, the “Project”); and

WHEREAS, the Authority has determined that it intends to finance the cost of the Project with the proceeds from one or more lease financings, the interest on which is excludable from gross income for federal income tax purposes (the “Leases”); and

WHEREAS, no costs of the Project were paid more than 60 days prior to the date of this Official Intent, other than preliminary expenditures (not exceeding 20% of the aggregate price of the Leases to be executed to finance the Project), provided that such preliminary expenditures shall not include cost of land acquisition or site preparation or other costs of construction or acquisition of the Project.

NOW, THEREFORE, the Board of Trustees of the Utah Transit Authority hereby declares the Official Intent of the Utah Transit Authority, AS FOLLOWS:

Section 1. Declaration of Official Intent to Finance Capital Expenditures; Maximum Authorized Debt. The Authority hereby declares its intention and reasonable expectation to use proceeds from the lease financings to reimburse itself for expenditures for costs of the Project. The Authority intends that the Leases are to be executed and the reimbursements are to be made by the later of 18-months after the payment of the costs or after the Project is placed in service, but in any event, no later than three years after the date the original expenditures was paid. The Authority anticipates that the maximum principal amount of the Leases executed to finance the Project will not exceed \$48,500,000.

Section 2. Nature of Project Costs. The costs of the Project consist entirely of capital expenditures or costs of issuance of the Leases, and no cost of the Project to be reimbursed with the proceeds from the Leases is a cost of working capital.

R2023-04-07

Section 3. No Replacement Proceeds. The Authority will not, at any time within one year after any allocation of proceeds from the Leases to reimburse any expenditure, use the reimbursed funds to create a sinking fund for the Leases, or to otherwise replace the proceeds of any of the Leases.

Section 4. Effective Date. This Official Intent shall take effect immediately.

Approved and adopted this 26th day of April 2023.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:
David Wilkins
CA25CE8F60E344B...

Legal Counsel



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 4/26/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: William Greene, CFO
PRESENTER(S): Troy Bingham, Comptroller

TITLE:

R2023-04-08 - Resolution Granting General Expenditure and Disbursement Authority to Non-Inventory Vendors

AGENDA ITEM TYPE:

Resolution

RECOMMENDATION:

Adopt Resolution 2023-04-08 which grants expenditure and disbursement authority to non-inventory vendors described in Exhibit A

BACKGROUND:

Board Policy 2.2 (III)(D)(3) allows the Board to preapprove disbursements to vendors by resolution.

Annually the Board, by resolution, preapproves disbursements for vendors related to payroll, utilities, government, and debt payments, as well as disbursements over \$200,000 if the associated contract was previously approved by the Board.

These disbursements fall into one of the following situations:

- The vendor is a payroll vendor that may require disbursements over \$200,000 depending on employee elections of benefits, tax rates, or garnishments.
- The vendor is a utility exempt from procurement but requires payment based on usage that can vary throughout the year
- The vendor is government entity we have a contract with for services but the pricing was not defined in the contract
- The vendor is part of debt obligations and promissory agreements that sometimes require payment over \$200,000

DISCUSSION:

The list of approved vendors for disbursements over \$200,000 are in Exhibit A in the resolution. These vendors were identified because UTA did business with their companies in 2021 or 2022 that exceed \$200,000 and could possibly have similar transactions in 2023.

This resolution provides sufficient disbursement transparency and allows the Authority to pay these vendors in a timely basis.

ALTERNATIVES:

UTA would hold any 2023 disbursements over \$200,000 for vendors to a subsequent Board meeting for an approval, thus delaying timely payments to vendors.

FISCAL IMPACT:

None

ATTACHMENTS:

R2023-04-08 - Granting General Expenditure and Disbursement Authority to Non-Inventory Vendors

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY GRANTING EXPENDITURE AND DISBURSEMENT AUTHORITY
TO NON-INVENTORY VENDORS**

R2023-04-08

April 26, 2023

WHEREAS, the Utah Transit Authority (the "Authority") is a large public transit district organized under the laws of the State of Utah and was created to transact and exercise all of the powers provided for in the Utah Limited Purpose Local Government Entities- Local Districts Act and the Utah Public Transit District Act; and

WHEREAS, UTAH CODE §17B-2a-808.1(2)(v) requires the board of trustees of a large public transit district, such as the Authority, to review and approve any contract or expense exceeding \$200,000 and any proposed change order to an existing contract if the value of the change order exceeds 15% of the total contract or \$200,000; and

WHEREAS, on December 21, 2022 the Board passed Resolution R2022-12-07 establishing Board Policy 2.2 – Contracting Authority, Procurement and Grants that defines contracts, change orders and disbursements that must be approved by the Board; and

WHEREAS, Board Policy 2.2 (III)(D)(3) allows the Board to preapprove disbursements equal to or greater than \$200,000 by Resolution; and

WHEREAS, on April 27, 2022 the Board of Trustees of the Authority (the "Board") passed Resolution R2022-04-01 Granting Contract and Expenditure Authority to Non-Inventory Vendors; and

WHEREAS, the Board wishes to amend Resolution R2022-04-01 to ratify actual 2022 disbursements to non-inventory vendors; and

WHEREAS, the Board desires to authorize parameters for expenditures and disbursements to non-inventory vendors for 2023.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Utah Transit Authority:

1. That Resolution R2022-04-01 Granting Contract and Expenditure Authority is hereby superseded, and the Board ratifies the 2022 actual disbursements to non-inventory vendors as shown in Exhibit A.
2. That the Executive Director is authorized to approve payments to vendors in 2023 for the purposes and expenditure ranges described in Exhibit A.

R2023-04-08

3. That the Executive Director is authorized to approve expenses exceeding \$200,000 if the associated contract was previously approved at a regular or special meeting by the Board of Trustees.
4. That the Board hereby ratifies any and all actions taken by Authority management and staff in furtherance of and effectuating the intent of this Resolution.

That the corporate seal shall be affixed hereto.

APPROVED AND ADOPTED this 26th day of April 2023.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

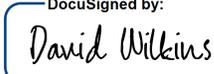
DocuSigned by:

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Legal Counsel

Exhibit A

Vendor	Purpose	Annual Amount	Annual Amount	Annual Amount
		(based on	(based on	2023 Not to
		2021 actuals)	2022 actuals)	Exceed
<u>Payroll</u>				
Amalgamated Transit Union	Union Dues from Employees	573,590	555,817	592,232
Cambridge Associates	Pension Contributions	25,077,086	27,101,006	27,981,789
IRS	Employee Payroll Taxes	36,433,259	39,522,667	40,807,154
Mutual of America	457 Plans	2,834,056	3,297,597	3,404,769
Office of Recovery Services	Utah State Child Support	445,964	379,345	460,458
UTA/Joint Insurance Trust	Health insurance (Collective Bargaining)	27,122,351	27,868,553	28,774,281
Utah State Tax	Employee Payroll Taxes	6,960,108	7,449,982	7,692,106
Vantagepoint Transfer Agents (Mission Square)	457 Plans	6,178,720	6,772,765	6,992,880
<u>Utilities</u>				
AT&T ++	Cellular Connection to Buses	387,747	422,451	436,181
Century Link (QWEST) +++	Internet Connection	560,331	238,000	578,542

Dominion Energy (Questar)	Natural Gas	808,717	627,647	835,000
FirstNet	Cellular Phone Contract	517,296	557,947	576,080
Murray City Utilities	Electric, Water and Sewer	534,652	509,647	552,028
Rocky Mountain Power	Electricity	7,210,909	7,439,542	7,681,327
Salt Lake City Corp. ++	Electric, Water and Sewer	200,309	207,277	214,014
<u>Government</u>				
Utah Attorney General's Office	Legal Services	1,321,679	1,656,786	1,710,632
<u>Debt</u>				
Utah County	4 th Quarter Cent Sales Tax Agreement with Utah County	13,897,910	3,374,292	3,375,285



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 4/26/2023

TO: Board of Trustees
FROM: Carlton Christensen, Chair of the Board of Trustees
PRESENTER(S): Carlton Christensen, Chair of the Board of Trustees

TITLE:

R2023-04-09 - Resolution Appointing Viola Miller as Officer and Treasurer of the Authority

AGENDA ITEM TYPE:

Resolution

RECOMMENDATION:

Approve Resolution R2023-04-09 appointing Viola Miller as an Officer and Treasurer of the Authority effective May 1, 2023.

BACKGROUND:

The Public Transit District Act, and UTA's Bylaws require the Board of Trustees to appoint individuals as Officers of the Agency and Board of Trustees. The designated officer positions include Executive Director, Secretary, Treasurer, Comptroller, and Internal Auditor. UTAH CODE § 17B-1-633 outlines that a district treasurer serves as custodian of all money, bonds, or other securities of the district. The board previously appointed Bill Greene as Treasurer on September 23, 2020, in Resolution R2020-09-06. Mr. Greene will be retiring from UTA in May 2023, necessitating the appointment of a new Treasurer.

DISCUSSION:

The Utah Transit Authority performed a competitive search to name a new Chief Financial Officer and selected Ms. Viola Miller who will begin employment on May 1, 2023. Ms. Miller has gained significant expertise in financial leadership working for transit in the public sector, holding a Master of Business Administration in Finance and Strategic Management, and most recently serving as the Senior Director, Operating Budget for the Washington Metropolitan Area Transit Authority in Washington, D.C. Recognizing Ms. Miller's professional qualifications, the Board of Trustees wishes to appoint Viola Davis as Officer and Treasurer of the Authority.

ALTERNATIVES:

State statute and UTA Bylaws require the Board to approve a Treasurer.

FISCAL IMPACT:

Compensation for district officers and administrative employees was authorized in Resolution R2023-02-01.

ATTACHMENTS:

Resolution R2023-04-09

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY APPOINTING VIOLA MILLER AS
OFFICER AND TREASURER OF THE AUTHORITY**

R2023-04-09

April 26, 2023

WHEREAS, the Utah Transit Authority (the "Authority") is a large public transit district organized under the laws of the State of Utah and was created to transact and exercise all of the powers provided for in the Utah Limited Purpose Local Government Entities - Local Districts Act and the Utah Public Transit District Act (the "Act"); and

WHEREAS, the Act requires the Authority's Board of Trustees to appoint district officers including a Executive Director, Secretary, Treasurer, Comptroller, and Internal Auditor; and

WHEREAS, Article II, Section 4 of the Bylaws of the Authority requires the Board of Trustees ("Board") to appoint individuals as Officers in the same positions as those defined in the Act; and

WHEREAS, the Board previously appointed William Greene as Treasurer in Resolution R2020-09-05 on September 23, 2020, and most recently re-appointed by the Board of the Authority in Resolution 2023-02-01 on February 8, 2023; and

WHEREAS, William Greene is retiring from the Authority in May, 2023; and

WHEREAS, the Authority has hired Viola Miller as the new Chief Financial Officer of the Authority; and

WHEREAS, UTAH CODE § 17B-1-633 outlines that a district treasurer serves as custodian of all money, bonds, or other securities of the district; and

WHEREAS, Ms. Miller has gained significant expertise in financial leadership working for transit in the public sector, holding a Master of Business Administration in Finance and Strategic Management, and most recently serving as the Senior Director, Operating Budget for the Washington Metropolitan Area Transit Authority in Washington, D.C.; and

WHEREAS, the Board wishes to appoint Viola Miller as the Treasurer of the Authority; and

WHEREAS, the Board has set by Resolution R2023-02-01 the compensation for district officers and administrative employees.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Utah Transit Authority:

R2023-04-09

1

1. That the Board hereby appoints Viola Miller as an Officer to serve as Treasurer of the Authority effective May 1, 2023.
2. That effective May 1, 2023 the Board hereby rescinds the prior appointment of William Greene as the Authority's Treasurer in Resolution R2023-02-01.
3. That the Board officially thanks William Greene for his service as the Treasurer and Chief Financial Officer of the Authority.
4. That this Resolution stay in full force and effect unless amended or rescinded by further action of the Board of Trustees.
5. That the corporate seal be attached hereto.

Approved and adopted this 26th day of April 2023.

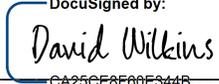
Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:

CA25CE8F00E344B...

Legal Counsel



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 4/26/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Alisha Garrett, Chief Enterprise Strategy Officer
PRESENTER(S): Tom Smith, IT Network Support Manager

TITLE:

Contract: Nexan Assureon Archive and Backup System for UTA Business Data (Ramsys Storage Solutions, LLC.)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute a purchase order and associated disbursements with Ramsys for \$293,675.51 to procure the selected storage system.

BACKGROUND:

The current storage system utilized by the IT Department is a nine (9) year old solution from Nexsan, which has exceeded state of good repair (SGR) end of life and is no longer upgradeable by Nexsan.

DISCUSSION:

The IT Network Support Manager has budgeted \$300,000 in 2023 for this state-of-good repair project.

This data file archive system is a planned replacement of the data archive system currently being used to house UTA on-premises file data. This solution keeps archive data for systems including, but not limited to email, internal file sharing, phone call recordings used by Special Services and Customer Service, and the Laserfiche document archive system used by purchasing, accounting, legal, and others including the Board of Trustees.

Ramsys Storage Solutions, LLC. holds a contract with the State of Utah, which UTA seeks to utilize in replacing the outdated data archive system. Under this contract UTA proposes to purchase the hardware and associated software, licensing, installation, and migration to bring the archive system up to date. The contract also

includes three years of support services.

CONTRACT SUMMARY:

Contractor Name:	Ramsys Storage Solutions, LLC.
Contract Number:	UTA PO #16994, State Contract AR2472
Base Contract Effective Dates:	April 1, 2023 thru March 30, 2026
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$293,675.51
Procurement Method:	Utah State Contract AR2472
Budget Authority:	2023-2027 Capital Plan

ALTERNATIVES:

Operate on un-supported hardware and operating system or procure a different storage solution.

FISCAL IMPACT:

Funding will be drawn from the capital funding under the 2023-2027 Capital Plan. Additional years of support service may be requested for approval at a later date.

ATTACHMENTS:

UTA Order 16994 Ramsys Storage Solutions, LLC

[Link to AR2472 Full Contract <https://statecontracts.utah.gov/Contract/Details/AR2472-IT-Technology%7C532317ba-c074-4a9b-97e6-23d956c205f4>](https://statecontracts.utah.gov/Contract/Details/AR2472-IT-Technology%7C532317ba-c074-4a9b-97e6-23d956c205f4)

Ramsys Storage Solutions, LLC. PO Box 95623 South Jordan UT 84095		 Utah Transit Authority <i>An Equal Opportunity Employer</i>	PURCHASE ORDER NUMBER OG	16994
			PO Number Must Appear On All Invoices And Shipments	
			VENDOR NUMBER 1106556	PO DATE 3/1/2023
SEND INVOICE TO:	SHIP TO:		ORDER TAKEN BY	FOB
AP@RIDEUTA.COM	ATTENTION: RECEIVING		KIRBY P	*
669 W 200 S	3600 S 700 W	801-287-3008	BUYER	PAGE NUMBER
SLC, UT 84101	Salt Lake City UT 84119	www.rideuta.com	Wilson, Rick V	1 of 1

Confirmation: Do not Duplicate
Utah Transit Authority Is Tax Exempt Total PO Value: 293,675.51 Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2	00011649	3/1/23	1 EA	NASSXR720E48 R 40-2201.65000.5008	Nexsan Assureon DataVault360TB Jeremy Arbuckle	205765.0000	205,765.00
3	00011649	3/1/23	1 EA	NASUEKEY3 40-2201.65000.5008	NexsanAssureonEncryptionKey3YR Jeremy Arbuckle	8902.0000	8,902.00
4	00011649	3/1/23	1 EA	NASU720R-3SP 40-2201.65000.5008	NexsanAss EnhancedTechSupp 3YR Jeremy Arbuckle	65108.5100	65,108.51
5	00011649	3/1/23	EA	NSUINSTAL 40-2201.65000.5008	Nexsan Pro Onsite Installation Jeremy Arbuckle	6400.0000	6,400.00
6	00011649	3/1/23	EA	NSUMIGR-R 40-2201.65000.5008	Nexsan Pro Remote Migration Jeremy Arbuckle	7500.0000	7,500.00

Per Utah Contract AR2472

Per Ramsys Storage Solutions Quote RSQ6061A8

Michael L Bell Digitally signed by Michael L Bell
Date: 2023.03.24 15:23:12 -06'00'

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.asbx. 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: 4/26/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Alisha Garrett, Chief Enterprise Strategy Officer
PRESENTER(S): Tom Smith, IT Network Support Manager

TITLE:

Contract: 2023 Microsoft Azure Software Services (SHI International Corp.)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute a purchase order and associated disbursements with SHI International Corp under State of Utah Cooperative Contract # AR 2488 in the amount of \$245,000 to procure Microsoft Azure services for 1 year.

BACKGROUND:

Several years ago, the UTA Executive Team authorized the rebuild of the aging Transit Management System. Along with this rebuild the strategy was to build it on innovative technologies that the cloud can provide. Microsoft Azure was selected.

DISCUSSION:

The IT Network Support Manager has budgeted \$245,000 in 2023 for the continuation of the cloud service infrastructure hosting the UTA public website and the Transit Management System. These services are being procured for a period of one year under as State of Utah Cooperative Contract which has an expiration date of 9/15/26. A procurement for future use of Azure services and other Microsoft products will take place later this year.

CONTRACT SUMMARY:

Contractor Name: SHI International, Corp.

Contract Number: UTA PO#16998, State Contract AR2488
Base Contract Effective Dates: 3/9/2023 thru 3/8/2024
Extended Contract Dates: N/A
Existing Contract Value: N/A
Amendment Amount: N/A
New/Total Contract Value: \$245,000.00
Procurement Method: State of Utah Contract AR2488
Budget Authority: 2023 Operating Budget for IT

ALTERNATIVES:

Transit Management Systems and other hosted applications will cease to function.

FISCAL IMPACT:

Funding will be drawn from the operating expense account Information Technology contract services.

ATTACHMENTS:

UTA ORDER 16998 SHI International Corp

[Link to State Contract AR2488 <https://statecontracts.utah.gov/Contract/Details/AR2488-IT-Technology%7C73951ce4-4f2e-4559-a823-660b64d8a8df>](https://statecontracts.utah.gov/Contract/Details/AR2488-IT-Technology%7C73951ce4-4f2e-4559-a823-660b64d8a8df)

SHI INTERNATIONAL CORP. P. O. BOX 952121 DALLAS, TX 75395-2121		 Utah Transit Authority <i>An Equal Opportunity Employer</i>	PURCHASE ORDER NUMBER OG	16998
			PO Number Must Appear On All Invoices And Shipments	
SEND INVOICE TO:		SHIP TO:	VENDOR NUMBER	PO DATE
AP@RIDEUTA.COM		ATTENTION: RECEIVING	1203348	3/8/2023
669 W 200 S		3600 S 700 W	ORDER TAKEN BY	FOB
SLC, UT 84101		Salt Lake City UT 84119	SHI	*
		801-287-3008	BUYER	PAGE NUMBER
		www.rideuta.com	Wilson, Rick V	1 of 1

Confirmation: Do not Duplicate
Utah Transit Authority Is Tax Exempt Total PO Value: 245,000.00 Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00011706	3/8/23	EA	5200.50353.92	Microsoft Azure Hosting Tom Smith	.0000	245,000.00

This PO is issued per Utah State Contract AR2488

By Michael L Bell Digitally signed by Michael L Bell
 Mike Bell
 UTA Legal Council
 Date: 2023.03.29 11:26:04 -06'00'

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.aspx. 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: 4/26/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Cheryl Beveridge, Chief Operating Officer
PRESENTER(S): Guy Miner, Facilities Maintenance Manager

TITLE:

Contract: HVAC Replacement at Meadowbrook Building 1 (Carrier Corporation)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve purchase order 17015 under Utah State Contract MA3363 and authorize Executive Director to execute contract and associated disbursements with Carrier Corporation in the amount of \$221,063 to replace the existing Carrier 48MA HVAC unit at Meadowbrook 1.

BACKGROUND:

The Carrier 48MA multizone HVAC unit at Meadowbrook 1 has exceeded its useful life and needs to be replaced. The unit suffers frequent failure and is beyond economical repair. Carrier Corporation has identified a compatible, multizone replacement that will not require modification of the existing roof curb, 24-volt controls, thermostats, or wiring. The total cost of replacement is \$221,063.00.

DISCUSSION:

UTA Staff is requesting approval of purchase order 17015 to replace the Carrier 48MA multizone HVAC unit at Meadowbrook 1 with Carrier Corporation in the amount of \$212,063.00. The scope of the contract includes removing the existing HVAC unit and replacing it with a new, modular 208-230V/3ph, 96% efficient, 11 EER multizone unit. The unit incorporates an economizer, VFD, biometric exhaust, 2-stage heat, and high-efficiency 2" pleated filters and utilizes R410A refrigerant. The work will not interfere with daily operations at Meadowbrook 1. This HVAC replacement has been identified as a 2023 SGR project in accordance with the UTA TAM Plan and is funded in the 2023 Facilities budget. This purchase from Carrier Corporation will be

made under the Utah State Contract MA3363.

CONTRACT SUMMARY:

Contractor Name:	Carrier Corporation
Contract Number:	PO 17015 Utah State Contract MA3363
Base Contract Effective Dates:	4/26/23 - 6/30/23
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$221, 063.00
Procurement Method:	RFQ
Budget Authority:	Facilities Budget

ALTERNATIVES:

There are no viable alternatives. Selecting a Multizone unit from another manufacturer will require modification of the roof and replacement of the existing curb, significantly increasing project time and cost.

FISCAL IMPACT:

Funds are budgeted into the 2023 Facilities Managed Reserve account FMA653, 40-1653.68912

ATTACHMENTS:

- 1) UTA ORDER 17015 CARRIER CORPORATION
- 2) [State of Utah Cooperative Contract MA3363 \(link\)](https://statecontracts.utah.gov/Contract/Details/MA3363-Maintenance-Services%7Cf6b32215-23d4-)
<https://statecontracts.utah.gov/Contract/Details/MA3363-Maintenance-Services%7Cf6b32215-23d4->

CARRIER CORPORATION 13995 Pasteur Boulevard Palm Beach Garden FL 33418			PURCHASE ORDER NUMBER	OG	17015
			PO Number Must Appear On All Invoices And Shipments		
Utah Transit Authority <i>An Equal Opportunity Employer</i>		VENDOR NUMBER	1101954	PO DATE	4/4/2023
		ORDER TAKEN BY		FOB	*
SEND INVOICE TO:	SHIP TO:	801-287-3008	BUYER	PAGE NUMBER	
AP@RIDEUTA.COM	ATTENTION: RECEIVING	www.rideuta.com	Gonzales, Chad	1 of 1	
669 W 200 S	3600 S 700 W				
SLC, UT 84101	Salt Lake City UT 84119				

Confirmation: Do not Duplicate
Utah Transit Authority Is Tax Exempt Total PO Value: 221,063.00 Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00011350	4/4/23	EA	40-1653.68912	Roof top HVAC unit Meadowbrook	.0000	221,063.00

Carrier to demo and dispose of existing Carrier 48MA Rooftop Unit (RTU) serial# 5197F14740 and install new modular 208-230/3ph. 96% efficient, 11 EER Multi-Zone unit in its place. The new unit to be installed on the existing OEM curb utilizing the existing 24-volt controls, thermostats, and thermostat wires (minimum 18/4 required for the new unit).
 Factory Selected Options:

- Economizer
- Barometric Exhaust
- 2-stage heat
- Service Lighting Package
- 20v GFCI Convenience Outlet
- Return Air Smoke Detector
- High Efficiency 2" Pleated Filters
- Single Point Utility Connections

Per Utah State Cooperative Contract MA3363
 Quote # 00725172

DocuSigned by:

 State Contract MA3363 Approval by UTA Legal 

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: 4/26/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Cherryl Beveridge, Chief Operating Officer
PRESENTER(S): Jason Petersen, Captain

TITLE:

Contract: Seven Replacement Vehicles for Police Department (Ken Garff West Valley Ford)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Authorize Executive Director to execute contract and associated disbursements for procurement of 7 Ford F-150 trucks from Ken Garff West Valley Ford under State of Utah Cooperative Contract #MA3790. for the combined purchase price of \$317,086.00.

BACKGROUND:

The Police Department has an aging fleet of vehicles that need to be replaced. There are two Dodge Chargers and 5 Chevy Tahoe's that are at or over 200,000 miles. This procurement of seven vehicles will be to replace these aging vehicles.

DISCUSSION:

The Police Department has a total of 15 vehicles that are 2008-2011 models that need to be replaced, but our approved budget of \$400,000 will only cover these 7 truck replacements. These seven vehicles are being procured from Ken Garff West Valley Ford under State of Utah Cooperative Contract # MA3790.

CONTRACT SUMMARY:

Contractor Name: Ken Garff West Valley Ford
Contract Number: PO 17004 and State Contract MA3790
Base Contract Effective Dates: 04/26/2023

Extended Contract Dates: N/A
Existing Contract Value: N/A
Amendment Amount: N/A
New/Total Contract Value: \$317,086.00
Procurement Method: State of Utah Cooperative Contact
Budget Authority: 2023-2027 Capital Plan

ALTERNATIVES:

Aging vehicles will cause increased maintenance and repair costs and lead to reduced capability for UTA police force.

FISCAL IMPACT:

\$317,086.00 from the 2023-2027 Capital Plan

ATTACHMENTS:

Purchase Order 17004

[State Contract MA3790 \(Link\) <https://statecontracts.utah.gov/Contract/Details/MA3790-Vehicles%7Ca304738f-5891-4f5f-b0eb-1de5b7dee72d>](https://statecontracts.utah.gov/Contract/Details/MA3790-Vehicles%7Ca304738f-5891-4f5f-b0eb-1de5b7dee72d)

Ken Garff West Valley Ford 4091 W 3500 S West Valley City UT 84120				PURCHASE ORDER NUMBER		17004	
				OG			
		Utah Transit Authority		PO Number Must Appear On All Invoices And Shipments			
		An Equal Opportunity Employer		VENDOR NUMBER		PO DATE	
				1506795		3/23/2023	
SEND INVOICE TO:		SHIP TO:		ORDER TAKEN BY		FOB	
AP@RIDEUTA.COM		ATTENTION: RECEIVING				*	
669 W 200 S		3600 S 700 W		BUYER		PAGE NUMBER	
SLC, UT 84101		Salt Lake City UT 84119		Burton, Amanda		1 of 1	
		801-287-3008					
		www.rideuta.com					

Confirmation: Do not Duplicate
 Utah Transit Authority Is Tax Exempt Total PO Value: 317,086.00 Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00011799	3/23/23	7 EA	40-1543.67000.7006	2022 F150 Patrol Vehicle	45298.0000	317,086.00

Purchase off State of UT Contract # MA3790

Jana 2 Mason 3-23-23

Michael L Bell

Digitally signed by Michael L Bell
 Date: 2023.03.31 09:19:49 -06'00'

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: 4/26/2023

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

TITLE:

Contract: Civil Contractor Services for Battery Electric Bus Charging Infrastructure (Cache Valley Electric Company)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute a contract and associated disbursements with Cache Valley Electric (CVE) in the amount of \$940,174.

BACKGROUND:

In December 2022, UTA released a request for procurement (RFP) for Battery Electric Bus - High Powered On-Route and Depot Charging Infrastructure and Civil Contractor Services. UTA's expanding fleet of electric vehicles necessitates installation of these facilities to provide the necessary charging capacity for those vehicles. The proposed project and locations are consistent with the Board Approved Fleet Plan. CVE was selected as the "best value" for UTA based on a combination of technical and cost factors.

DISCUSSION:

This contract provides for initial installations at Kimball Junction, Central Station, and the Tooele Senior Center. The charger at Kimball Junction will be for use by High Valley Transit and is being installed by UTA as part of an FTA No/Low grant. The chargers at the Tooele Senior Center will be used to charge micro transit vehicles, and the high-powered charger at central station will be used for UTA battery electric buses.

The contract also allows for additional optional sites to be added at the discretion of UTA. Additional sites

would be added by change order to this contract, which would be brought to the board for approval according to contract value threshold requirements. Designs are currently in progress at 3900 South and Wasatch and Central Point for high powered chargers for UTA battery electric buses. Design is underway at these locations. Any additional sites would be priced consistent with the prices contained in this Agreement.

CONTRACT SUMMARY:

Contractor Name:	Cache Valley Electric Company (CVE)
Contract Number:	22-03675BM
Base Contract Effective Dates:	April 26, 2023
Extended Contract Dates:	August 31, 2024
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$940,174.23
Procurement Method:	Request for Proposal
Budget Authority:	2023-2027 Capital Plan

ALTERNATIVES:

Do not install charging equipment which would reduce the ability to provide service with electric vehicles that have been procured.

FISCAL IMPACT:

This project is included in the 2023-2027Capital Plan. This contract adds \$940,174 to the project. Sufficient funds remain in the project budget to cover the cost of this contract.

ATTACHMENTS:

Contract 22-03675BM

CONSTRUCTION SERVICES AGREEMENT
UTA CONTRACT NO. 22-03675BM

**Battery Electric Bus - High Powered On-Route, Depot Charging
Infrastructure, and Civil Contractor Services**

This Construction Services Agreement is entered into and made effective as of the date of last signature below (the “Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and Cache Valley Electric Company (“Contractor”).

RECITALS

- A. UTA desires to hire Contractor for civil improvements and installation of owner supplied charging equipment at charging stations to provide the civil infrastructure and for UTA’s Electric Bus On-route and Depot Charging program per the Specifications and Bid Schedule included in the RFP.
- B. On December 22, 2022, UTA issued Request for Proposal Package Number 22-03675BM (“RFP”) encouraging interested parties to submit proposals to perform the services described in the RFP.
- C. Upon evaluation of the proposals submitted in response to the RFP, UTA selected Contractor as the preferred entity with whom to negotiate a contract to perform the Work.
- D. Contractor is qualified and willing to perform the Work as set forth in the Scope of Services.

AGREEMENT

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

1. SERVICES TO BE PROVIDED

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

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

2. MANAGEMENT OF WORK

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

3. PROGRESS OF WORK

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

4. PERIOD OF PERFORMANCE

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect until all Work is completed in accordance with this Contract, as reasonably determined by UTA. Contractor shall complete all Work no later than August 31, 2024. This guaranteed completion date may be extended if Contractor and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Contractor under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

5. COMPENSATION

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

6. INCORPORATED DOCUMENTS

- a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:
 1. The terms and conditions of this Construction Services Agreement
 2. The Addendum 1 Supplemental Terms and Conditions for Construction Services. (including any exhibits and attachments hereto).
 3. Contractor's Proposal including, without limitation, all federal certifications (as applicable);
 4. UTA's RFP including, without limitation, all attached or incorporated terms,

conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Construction Services;

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

7. ORDER OF PRECEDENCE

The Order of Precedence for this contract is as follows:

1. UTA Contract including all terms and conditions, exhibits, and attachments
2. Addendum 1 Supplemental Terms and Conditions for Construction Services
3. UTA Solicitation Terms
4. Contractor's Bid or Proposal including proposed terms or conditions

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

8. INVOICING PROCEDURES

a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. 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 Software 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 to ap@rideuta.com . Invoices not submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department.

c. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to ap@rideuta.com.

9. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT

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

10. USE OF SUBCONTRACTORS

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

11. KEY PERSONNEL

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

Eric Ward, VP, JW Electrician
Cam Prisk, Project Manager, Master Electrician
Billy Loertscher, Field Superintendent, JW Electrician

12. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

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

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

13. FINDINGS CONFIDENTIAL

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

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

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

14. PUBLIC INFORMATION.

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

15. GENERAL INDEMNIFICATION – see Article 6 of Special Provisions

16. INSURANCE REQUIREMENTS – see Article 7 of Special Provisions

17. OTHER INDEMNITIES -see Article 6 of Special Provisions

18. INDEPENDENT CONTRACTOR

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

19. PROHIBITED INTEREST

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

20. CLAIMS/DISPUTE RESOLUTION - see Article 11 of Special Provisions

21. GOVERNING LAW

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

22. ASSIGNMENT OF CONTRACT

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

23. 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.

24. NOTICES OR DEMANDS

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

If to UTA:
Utah Transit Authority
ATTN: 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 Contractor:
Cache Valley Electric
Cameron Prisk
1338 S Gustin Rd
Salt Lake City, UT 84104

- a. 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.

- b. 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.

25. 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.

26. INSURANCE COVERAGE REQUIREMENTS FOR CONTRACTOR EMPLOYEES – see Article 8 of Special Provision

27. 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

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. AMENDMENTS

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

34. 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.

35. 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.

UTAH TRANSIT AUTHORITY:

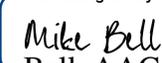
By:
Jay Fox,
Executive Director

Date:

By:
Mary DeLoretto,
Chief Service Development Officer

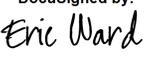
Date:

Approved as to Content and Form

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

Date: 4/3/2023

CACHE VALLEY ELECTRIC:

DocuSigned by:

Eric Ward,
Vice President
Fed ID#87-0119840

Date: 4/3/2023

Reviewed & Recommended

By:
David Osborn,
UTA Project Manager

Date:

Construction Special Provisions

ARTICLE 1

General

- 1.1 **Cooperation.** UTA and Contractor commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, so as to permit each party to realize the benefits afforded under the Contract Documents.
- 1.2 **Professional Standards.** Contractor shall perform the Work in a good and workmanlike manner, and shall use reasonable skill, care, and diligence. If the Work includes professional services, Contractor shall perform those services in a professional manner, using at least that standard of care, skill and judgment that can reasonably be expected from similarly situated professionals.
- 1.3 **Definitions.** Terms that are defined in the Agreement have the same definition in all the Contract Documents, including in these General Conditions. Unless expressly modified by the Agreement, the following definitions shall also apply to all Contract Documents:

“Agreement” means the document signed by Contractor and UTA to which these General Conditions are attached as an exhibit or into which these General Conditions are incorporated by reference.

“Application for Payment” shall mean an invoice for a progress or final payment made in accordance with the requirements of Article 4.

“Basis of Design Documents” means those preliminary drawings, concept design drawings, technical requirements, performance requirements, project criteria, or other documents that are (i) included in the Contract Documents, and (ii) serve as the basis or starting point for design services to be performed by Contractor, if any.

“Claim” has the meaning indicated in Section 8.1 of these General Conditions.

“Construction Documents” means the final drawings and specifications that set forth in detail the requirements for construction of the Project.

“Contract Documents” means those documents designated as Contract Documents in the Agreement.

“Contract Times” means the guaranteed dates for Substantial Completion, Final Completion (if applicable), and any other deadlines for completion of the Work, or a part thereof, all as set forth in the Agreement.

“Contractor” means the entity that has entered into a contract with UTA to perform construction and other services as detailed in the Contract Documents. The Contractor may be a Design-Builder, general contractor, Construction Manager/General Contractor, or other type of entity.

“Day” means a calendar day unless otherwise specifically noted in the Contract Documents.

“Differing Site Condition” has the meaning indicated in Section 3.2 of these General Conditions.

“Final Completion” has the meaning indicated in Section 4.7 of these General Conditions.

“Force Majeure Event” means a delay caused by any national or general strikes, fires, riots, acts of God, acts of the public enemy, floods, acts of terrorism, unavoidable transportation accidents or embargoes, or other events: (i) which are not reasonably foreseeable as of the date the Agreement was executed; (ii) which are attributable to a cause beyond the control and without the fault or negligence of the party incurring such delay; and (iii) the effects of which cannot be avoided or mitigated by the party claiming such Force Majeure Event through the use of commercially reasonable efforts. The term Force Majeure Event does not include a delay caused by seasonal weather conditions, inadequate construction forces, general economic conditions, changes in the costs of goods, or Contractor’s failure to place orders for equipment, materials, construction equipment or other items sufficiently in advance to ensure that the Work is completed in accordance with the Contract Documents.

“General Conditions” means this document.

“Legal Requirements” means all applicable federal, state, and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work including, without limitation, those related to safety and environmental protection. The terms Legal Requirements shall also include any requirements or conditions included in a permit required for, or issued in conjunction with, the Project.

“Potential Change Notice” has the meaning indicated in Section 7.3 of these General Conditions.

“Project” means the construction project described in the Agreement.

“Punchlist” means shall mean a schedule of Work items (developed in accordance with the procedures described in Article 4) which remain to be completed prior to Final Completion, but which do not adversely affect the performance, operability, capacity, efficiency, reliability, cost effectiveness, safety or use of the Project after Substantial Completion.

“Schedule of Values” means the detailed statement furnished by Contractor and approved by UTA in accordance with Section 4.1, which statement outlines the various components of the Contract Price and allocates values for all such components in a manner that can be used for preparing and reviewing invoices.

“Site” means the land or premises on which the Project is located, as more particularly defined and described in the Contract Documents.

“Subcontractor” means any person or entity (including subcontractors at any tier, design engineers, laborers and materials suppliers) retained by Contractor or any other Subcontractor to perform a portion of Contractor’s obligations under the Contract Documents.

“Substantial Completion” or “Substantially Complete” has the meaning indicated in Section 4.6 of these General Conditions.

“Work” means all obligations, duties, requirements, and responsibilities for the successful completion of the Project by Contractor, including furnishing of all services and/or equipment

(including obtaining all applicable licenses and permits to be acquired by Contractor) in accordance with the Contract Documents.

ARTICLE 2

Contractor's Services

2.1 General Services.

2.1.1 Contractor's Project Manager shall be reasonably available to UTA and shall have the necessary expertise and experience required to supervise the Work. Contractor's Project Manager shall communicate regularly with UTA and shall be vested with the authority to act on behalf of Contractor.

2.1.2 Contractor shall provide UTA with a monthly status report detailing the progress of the Work, including: (i) whether the Work is proceeding according to schedule; (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution; (iii) whether unusual health and safety issues exist in connection with the Work; and (iv) other items that require resolution so as not to jeopardize Contractor's ability to complete the Work for the Contract Price and within the Contract Time(s).

2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Contractor shall prepare and submit, within seven (7) Days of the execution of the Agreement, a schedule for the execution of the Work for UTA's review and response. The schedule must indicate the dates for the start and completion of the various stages of Work, including the required dates when UTA obligations must be completed to enable Contractor to achieve the Contract Time(s). Such UTA obligation dates may include (where contemplated in the Contract Documents): (i) Site availability requirements; and/or (ii) dates when UTA information or approvals are required. The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Contractor of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. UTA's review of, and response to, the schedule shall not be construed as relieving Contractor of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.2 Design Services. If the Work includes any design services, provisions 2.2.1 through 2.2.8 apply.

2.2.1 Contractor shall provide the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Contractor to complete the Work consistent with the Contract Documents. Contractor shall ensure that design services are performed by qualified, licensed design professionals employed by Contractor, or by qualified, independent licensed design contractors procured by Contractor.

2.2.2 Contractor and UTA shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that UTA may wish to review, which interim design submissions may include design criteria, drawings, diagrams, and

specifications setting forth the Project requirements. Interim design submissions must be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.2.2. On or about the time of the scheduled submissions, Contractor and UTA shall meet and confer about the submissions, with Contractor identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents shall be processed in accordance with Article 7. Minutes of the meetings, including a full listing of all changes, will be maintained by Contractor and provided to all attendees for review. Following the design review meeting, UTA will be entitled to at least ten (10) Days to review and approve the interim design submissions and meeting minutes.

- 2.2.3 To the extent not prohibited by the Contract Documents or Legal Requirements, and with the approval of UTA, Contractor may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.
- 2.2.4 Contractor shall submit proposed Construction Documents to UTA, which must be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meeting minutes. The parties shall have a design review meeting to discuss, and UTA shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.2.2 above. Contractor shall submit one set of approved Construction Documents to UTA prior to commencement of construction
- 2.2.5 UTA's review and approval of interim design submissions, meeting minutes, and Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither UTA's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to: (i) relieve Contractor from its obligations to comply with the Contract Documents; (ii) relieve Contractor from its obligations with respect to the accuracy of the design submittals; or (iii) transfer any design liability from Contractor to UTA.
- 2.2.6 Upon completion of the Work, and as a condition to receiving final payment pursuant to Section 4.7, Contractor shall prepare and provide to UTA a final set of as-built drawings, depicting the Project as completed, including all changes to the Project made subsequent to the approval of the Construction Documents.
- 2.2.7 All drawings, specifications, interim design submissions, Construction Documents, and other documents furnished by Contractor to UTA pursuant to the Contract Documents (those documents, the "Work Product") are deemed to be instruments of service and Contractor shall retain the ownership and intellectual property rights therein.
- 2.2.8 Once UTA has made a corresponding payment for the Work required for Contractor to prepare any Work Product, Contractor will be deemed to have granted to UTA a license to

use that Work Product in connection with the construction, occupancy, and maintenance of the Project, or any other UTA project or facility.

2.3 Government Approvals, Permits, and Legal Requirements.

- 2.3.1 Except where the Contract Documents expressly state that UTA will be responsible for a specific entitlement, Contractor shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project or Site. Contractor shall provide reasonable assistance to UTA in obtaining any permits, approvals, and licenses that the Contract Documents expressly specify to be a UTA responsibility.
- 2.3.2 Contractor shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.
- 2.3.2 Contractor shall file a notice of commencement, a notice of completion, and other notices required by Utah Code Title 38 (Liens). Contractor shall file such notices in the manner and within the time periods required by law.
- 2.3.3 The Contract Price and/or Contract Time(s) will be adjusted to compensate Contractor for the effects of any changes in the Legal Requirements provided that such changes: (i) materially increase Contractor's cost of, or time required for, the performance of the Work; and (ii) are enacted after the effective date of the Agreement.

2.4 Construction Services.

- 2.4.1 Contractor shall proceed with construction in accordance with the approved Construction Documents.
- 2.4.2 Except to the extent that the Contract Documents expressly identify UTA obligations related to the Work, Contractor shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities (whether or not expressly stated or depicted in the Contract Documents or Construction Drawings) to permit Contractor to complete construction of the Project consistent with the Contract Documents.
- 2.4.3 Contractor is responsible for securing the Site until UTA issues a Certificate of Substantial Completion.
- 2.4.4 Contractor shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Contractor shall at all times exercise complete and exclusive control over the means, methods, sequences, techniques and procedures of construction.
- 2.4.5 Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take necessary precautions for the safety of, and shall provide necessary protection to prevent damage,

injury or loss to the following: (i) all Contractor, Subcontractor, UTA employees, the public and other persons who may be affected thereby; (ii) all Work and all equipment and materials to be incorporated into the Work; and (iii) other property at the Site or adjacent thereto. Contractor shall comply with the minimum standards imposed by UTA's Construction Safety and Security Program Manual, as updated from time to time (UTA's Construction Safety and Security Program Manual is incorporated into the Contract Documents by reference). However, Contractor shall be responsible for all additional as necessary to comply protect persons and property and comply with applicable Legal Requirements related to safety.

- 2.4.6 Contractor shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. UTA may require Contractor to remove from the Project a Subcontractor or anyone employed directly or indirectly by any Subcontractor, if UTA reasonably concludes that the Subcontractor is creating safety risks at the Site or quality risks to the Project.
- 2.4.7 Contractor is responsible for the proper performance of the Work by Subcontractors and for any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between UTA and any Subcontractor, including but not limited to any third-party beneficiary rights.
- 2.4.8 Contractor shall coordinate the activities of all of its Subcontractors. If UTA performs other work on the Project or at the Site with separate contractors under UTA's control, Contractor agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.
- 2.4.9 Contractor shall keep the Site reasonably free from debris, trash and construction wastes to permit Contractor to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Contractor shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit UTA to occupy the Project or a portion of the Project for its intended use.

2.5 Quality Control, Quality Assurance, Inspection, Rejection and Correction of Work.

- 2.5.1 Contractor shall develop a Project-specific construction quality control plan as contemplated in UTA's Quality Management Plan and Construction Quality Plan. The Contractor's plan shall satisfy the minimum requirement imposed by UTA's Construction Quality Plan and shall be sufficient to ensure that Work is performed in compliance with the Contract Documents. If the Work includes any design services, Contractor shall also develop and thereafter comply with a design quality plan that meets the minimum requirements set forth in the UTA Design Quality Plan. The UTA Quality Management Plan, Construction Quality Plan and Design Quality Plan are incorporated into the

Contract Documents by reference. The Contractor's plans shall be subject to UTA's review and approval.

- 2.5.2 Contractor shall comply with the approved quality control plan(s). Responsibilities shall include inspection and testing and related activities including administration, management, supervision, reports, record keeping and use of independent testing agencies and laboratories. Contractor shall provide evidence of compliance with the Contract Documents.
- 2.5.3 UTA will have the right to audit and spot check the Contractor's quality control procedures and documentation. This will include the Company's right to inspect and test all Work at reasonable times. Contractor shall cooperate with any inspection and testing performed by UTA. All contractor-furnished materials and supplies shall be subject to inspection at the point of manufacture.
- 2.5.2 Any inspection and testing performed by UTA shall be for the sole and exclusive benefit of UTA. Neither inspection and testing of Work, nor the lack of same nor acceptance of the Work by UTA, nor payment therefore shall relieve Contractor from any of its obligations under the Contract Documents.
- 2.5.3 At any time prior to Substantial Completion, UTA may reject Work which fails to conform to the Contract Documents. Contractor shall, at its sole expense, promptly re-perform or correct any Work so as to conform to the requirements of the Contract. Contractor shall not be entitled to an adjustment to the Contract Price and/or Contract Times with respect to any corrective action necessary to rectify non-conforming Work.
- 2.5.4 If Contractor fails to promptly remedy rejected Work, UTA may, without limiting or waiving any other rights or remedies it may have, self-perform (through its own forces or through other contractors) the necessary corrective action(s) and deduct all amounts so incurred from any amount then or thereafter due Contractor.

2.6 Contractor's Warranty.

- 2.6.1 Contractor warrants to UTA that all Work, including all materials and equipment furnished as part of the Work, shall be: (i) of good quality conforming to generally recognized industry standards; (ii) in conformance with the Contract Documents; (iii) free of defects in materials and workmanship; and (iv) consistent with applicable Legal Requirements. Without limiting the generality of the forgoing, Contractor also specifically warrants that any design, engineering or other professional services provided by Contractor shall be shall satisfy applicable professional standards of care and that all materials and that any equipment furnished as part of the construction shall be new (unless otherwise specified in the Contract Documents). This provision is not intended to limit any manufacturer's warranty that provides UTA with greater warranty rights than set forth in this Section 2.6. Contractor shall provide UTA with all manufacturers' warranties upon Substantial Completion. Similarly, nothing in this Article is intended to limit any other express warranties set forth in the Contract Documents or to limit any other warranties implied by law, custom or usage of trade.

- 2.6.2 If Contractor becomes aware of any defect in the Work, or non-conformance with the Contract Documents, Contractor shall give prompt written notice of that defect or non-conformance to UTA.
- 2.6.3 Except as otherwise stated in the Agreement, Contractor shall correct any Work that does not comply with the warranties provided above for a period of two years following the date of Substantial Completion.
- 2.6.4 Contractor shall, within seven (7) Days of receipt of written notice from UTA that the Work does not comply with the warranties provided above, take meaningful steps to commence corrective action, including the correction, removal, replacement or re-performance of the nonconforming Work and the repair of any damage to other property caused the warranty failure. If Contractor fails to commence the necessary corrective action within such seven (7) Day period (or thereafter fails to continuously and diligently pursue such corrective action to completion), UTA may (in addition to any other remedies provided under the Contract Documents) provide Contractor with written notice that UTA will self-perform (through its own forces or through other contractors) correction of the warranty failure at Contractor's expense. If UTA performs (or causes to be performed) such corrective action, UTA may collect from Contractor all amounts so incurred. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) Day period identified above shall be deemed inapplicable.
- 2.6.5 The two-year period referenced in Section 2.6.3 above only applies to Contractor's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies UTA may have regarding Contractor's other obligations under the Contract Documents

ARTICLE 3

Bond Requirements

- 3.1 The contract value exceeds the small purchase threshold, contractor shall provide the following bonds:
 - 3.1.1 A Bid Bond (or equivalent guaranty in the form of a letter of credit, certified check or other negotiable instrument deemed to be equivalent by the Authority) equal to five percent of the proposed Contract price securing performance in accordance with the Bid or Proposal provided with submission of bid or proposal.
 - 3.1.2 A Performance Bond equal to 100% of the Contract price provided prior to formal contract execution; and
 - 3.1.3 A Payment Bond equal to 100% of the Contract price provided prior to formal contract execution.

ARTICLE 4.0

Site Conditions

4.1 Hazardous Materials.

- 4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Contractor's Work, Contractor is not responsible for any Hazardous Materials encountered at the Site. "Hazardous Materials" means any substance that: (i) is deemed a hazardous waste or substance under any environmental law; or (ii) might endanger the health of people exposed to it.
- 4.1.2 If Contractor discovers at the Site any substance the Contractor reasonably believes to be a Hazardous Material, Contractor shall immediately stop Work in the area of the discovery and immediately report the discovery to the UTA Project Manager. UTA shall determine how to deal with the Hazardous Material, and Contractor shall resume Work in the area when directed to do so by the UTA Project Manager.
- 4.1.3 Contractor will be entitled to an adjustment to the Contract Price and/or Contract Time(s) to the extent Contractor's cost and/or time of performance have been adversely impacted by the presence of Hazardous Materials.
- 4.1.4 The risk allocation and change provisions of Sections 3.1.1 through 3.1.3 do not apply to any Hazardous Materials introduced to the Site by Contractor, its Subcontractors, or anyone for whose acts Contractor is responsible. Those provisions also exclude Hazardous Materials that were properly stored and/or contained at the Site but thereafter released as a result of the Contractor's negligent performance of the Work. To the extent that Hazardous Materials are introduced and/or released at the Site by Contractor as described above in this Section 3.1.4, then: (i) to the fullest extent permitted by law, Contractor shall defend and indemnify UTA from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from such Hazardous Materials; and (ii) Contractor shall not be entitled to and extension of Contract Price and/or Contract Time(s).

4.2 Differing Site Conditions.

- 4.2.1 If Contractor encounters a Differing Site Condition, Contractor will be entitled to an adjustment to the Contract Price and/or Contract Time(s) to the extent Contractor's cost and/or time of performance have been adversely impacted by the Differing Site Condition. "Differing Site Condition" means concealed or latent physical conditions at the Site that: (i) materially differ from the conditions indicated in the Contract Documents; and (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.
- 4.2.2 Upon encountering a Differing Site Condition, Contractor shall provide prompt written notice to UTA of such condition, which notice shall not be later than five (5) Days after such condition has been encountered. Contractor shall, to the extent reasonably

possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

ARTICLE 5

Payment

5.1 Schedule of Values (Applicable where payment is made on the basis of progress, milestones, or on a periodic basis.)

5.1.1 Unless required by UTA upon execution of this Agreement, within ten (10) Days of execution of the Agreement, Contractor shall submit for UTA's review and approval a Schedule of Values for all of the Work. The Schedule of Values will: (i) subdivide the Work into its respective parts; (ii) include values for all items comprising the Work; and (iii) serve as the basis for monthly progress payments made to Contractor throughout the Work.

5.1.2 UTA will timely review and approve the Schedule of Values so as not to delay the submission of the Contractor's first application for payment. UTA and Contractor shall timely resolve any differences so as not to delay the Contractor's submission of its first application for payment.

5.2 Application for Payment.

5.2.1 To receive payment, Contractor shall submit to UTA an Application for Payment requesting payment to which contractor is entitled depending on the type of payment specified in Article 5 and Exhibit B. Contractor shall not submit Applications for Payment more often than once per month. The Application for Payment must be accompanied by supporting documentation sufficient to establish, to UTA's reasonable satisfaction, Contractor's entitlement to receive payment.

5.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that: (i) UTA is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location; (ii) the equipment and materials are protected by suitable insurance; and (iii) upon payment, UTA will receive the equipment and materials free and clear of all liens and encumbrances.

5.2.3 The Application for Payment will constitute Contractor's representation that the Work described therein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all materials and equipment will pass to UTA free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the materials and equipment into the Project, or upon Contractor's receipt of payment, whichever occurs earlier.

5.3 Invoicing Procedures

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

- 5.3.2 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.

5.4 Sales Tax Exemption

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

5.5 UTA's Payment Obligations.

- 5.5.1 UTA shall pay Contractor all amounts properly requested and documented within thirty (30) Days of receipt of an Application for Payment.
- 5.5.2 Notwithstanding Section 5.5.1, UTA may withhold up to 5% of each payment as retention in accordance with Utah Code Ann. § 13-8-5.
- 5.5.3 Notwithstanding Section 5.5.1, UTA may offset from such Application for Payment amounts any owed to UTA by Contractor pursuant to the Contract Documents.
- 5.5.4 If UTA determines that Contractor is not entitled to all or part of an Application for Payment as a result of Contractor's failure to meet its obligations under the Contract Documents, UTA will notify Contractor of the specific amounts UTA has withheld (or intends to withhold), the reasons and contractual basis for the withholding, and the specific actions Contractor must take to qualify for payment under the Contract Documents. If the Contractor disputes UTA's bases for withholding, Contractor may pursue its rights under the Contract Documents, including those under Article 8.

5.6 Contractor's Payment Obligations.

5.6.1 Contractor shall pay Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Contractor has received from UTA on account of their work. Contractor shall indemnify and defend UTA against any claims for payment and mechanic's liens as set forth in Section 6.2 hereof. Contractor may withhold up to 5% of each payment as retention corresponding to retentions withheld by UTA but must pay the subcontractor all retained monies within 10 days of receipt from UTA by the Contractor. All retentions must be in compliance with Utah Code Ann. § 13-8-5.

5.6.2 Contractor shall pay its employees and also ensure its sub-tier contractors at every level pay their eligible employees the prevailing wage rate as established by the Utah State Labor Commission.

5.6.3 If the Contract Documents include Federal Clauses, the terms of those Federal Clauses pertaining to payment of Subcontractors supersede any conflicting terms of this Article 5.

5.7 Substantial Completion.

5.7.1 Contractor shall notify UTA when it believes the entire Work is Substantially Complete. As used in the Contract Documents, "Substantially Complete" or "Substantial Completion" refers to the Contractor's satisfactory completion of all Work in accordance with the Contract Documents (excluding Punchlist items) to point such that UTA may safely start-up, occupy or otherwise fully use the Project for its intended purposes in compliance with applicable Legal Requirements. The terms "Substantially Complete" or "Substantial Completion" also require the completion of any items of Work specifically set forth as conditions precedent to Substantial Completion in the Agreement. Within five (5) Days of UTA's receipt of Contractor's notice, UTA and Contractor will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, UTA shall prepare and issue a Certificate of Substantial Completion that will set forth: (i) the date of Substantial Completion of the Work or portion thereof; (ii) the remaining Punchlist items that have to be completed before Final Completion and final payment; and (iii) provisions (to the extent not already provided in the Contract Documents) establishing UTA's and Contractor's responsibility for the Project's security, maintenance, utilities and insurance pending Final Completion and final payment.

5.7.2 Promptly after issuing the Certificate of Substantial Completion, UTA shall release to Contractor all retained amounts, less an amount equal to two times the reasonable value of all remaining Punchlist items noted in the Certificate of Substantial Completion.

5.7.3 Upon Contractor's request or upon UTA's own initiative, UTA may, in its sole discretion, deem a discrete segment of the Project to be Substantially Complete. The provisions of Sections 5.6.1 and 5.6.2 will apply to that discrete segment of the Project. In addition, before UTA may take possession of a discrete segment of the Project, UTA and Contractor

shall obtain the consent of their sureties, insurers, and any government authorities having jurisdiction over the Project.

5.7.4 Following Substantial Completion, UTA may restrict Contractor's access to the Site. UTA shall allow Contractor reasonable access to the Site in order for the Contractor to achieve Final Completion.

5.8 Final Payment.

5.8.1 When Contractor has achieved Final Completion of the Work, Contractor shall submit a Final Application for Payment. As used in the Contract Documents, "Final Completion" refers to the Contractor's satisfactory completion of all Work in accordance with the Contract Documents including completion of Punchlist items, demobilization from the Site and the transmittal of all deliverables required by the Contract Documents. The Final Application for Payment shall include (at a minimum) the items set forth below.

5.8.1.1 An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect UTA's interests;

5.8.1.2 A general release executed by Contractor waiving, upon receipt of final payment, all claims, except those claims previously made in writing to UTA and remaining unsettled at the time of final payment;

5.8.1.3 All as-built drawings, redlined drawings, operating manuals, warranty assignments and other deliverables required by the Contract Documents; and

5.8.1.4 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

5.8.2 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punchlist if discovered earlier, will be deemed warranty Work. Contractor shall correct such deficiencies pursuant to Section 2.6, and UTA may withhold from the final payment the reasonable value of completion of the deficient work until that work is completed.

ARTICLE 6

Indemnification and Loss

6.1 **Patent and Copyright Infringement.** If the Work includes any design services, provisions 6.1.1 through 6.1.3 apply.

6.1.1 Contractor shall defend any action or proceeding brought against UTA based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. UTA shall give prompt written notice to Contractor of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Contractor shall indemnify UTA from and against all damages and costs,

including but not limited to attorneys' fees and expenses awarded against UTA or Contractor in any such action or proceeding. Contractor shall keep UTA informed of all developments in the defense of such actions.

6.1.2 If UTA is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Contractor shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Contractor cannot so procure such right within a reasonable time, Contractor shall promptly, at Contractor's expense, either: (i) modify the Work so as to avoid infringement of any such patent or copyright; or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

6.1.3 Sections 6.1.1 and 6.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright: (i) relating solely to a particular process or product of a particular manufacturer specified by UTA and not offered or recommended by Contractor to UTA; or (ii) arising from modifications to the Work by UTA or its agents after acceptance of the Work

6.2 **Payment Claim Indemnification.** Provided that UTA is not in breach of its contractual obligation to make payments to Contractor for the Work, Contractor shall indemnify, defend and hold harmless UTA from any claims or mechanic's liens brought against UTA or against the Project as a result of the failure of Contractor, its Subcontractors, or others for whose acts Contractor is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) Days of receiving written notice from UTA that such a claim or mechanic's lien has been filed, Contractor shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Contractor fails to do so, UTA will have the right to discharge the claim or lien and hold Contractor liable for costs and expenses incurred, including attorneys' fees.

6.3 **Contractor's General Indemnification.**

6.3.1 Contractor, to the fullest extent permitted by law, shall indemnify, hold harmless and defend UTA, its officers, trustees, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction resulting from or arising out of the negligent acts or omissions of Contractor, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

6.3.2 If an employee of Contractor, a Subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against UTA, its officers, directors, employees, or agents, Contractor's indemnity obligation set forth in Section 5.3.1 above will not be limited by any limitation on the amount of damages,

compensation or benefits payable by or for Contractor, Subcontractors, or other entity under any employee benefit acts, including workers’ compensation or disability acts.

6.4 Risk of Loss. Contractor bears all risk of loss to the Project, including materials and equipment not yet incorporated into the Project, until final payment is made by UTA. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. UTA 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.

ARTICLE 7

INSURANCE REQUIREMENTS

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

b. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: “Contractual Liability Railroads” ISO from CG 24 17 10

01 (or a substitute form providing equivalent coverage) showing "Utah Transit Authority Property" as the Designated Job Site

2. Automobile Liability

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

Combined Single Limit (CSL)	\$2,000,000
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- a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

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

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

4. Professional Liability (Errors and Omissions Liability)

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

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

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

5. **Railroad Protective Liability Insurance (RRPLI) –**

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

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

6. **Contractors' Pollution Legal Liability and/or Asbestos Legal Liability** (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. *(NOTE: Projects over \$10,000,000 will require limits of \$2,000,000 per occurrence and \$4,000,000 aggregate; Projects over \$40,000,000 will require limits of \$5,000,000 per occurrence and \$5,000,000 aggregate)*
 7. **Builder's Risk:** Builder's risk (course of construction) insurance, covering the risk of loss for any damage or loss to the building or structure by any means or occurrence until the final completion of the contract work. Coverage shall utilize an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. The coverage shall include mechanical breakdown, property in transit, property at temporary storage locations, earthquake damage and flood damage insuring the interests of UTA, SLCDA and their respective subcontractors of any tier providing equipment, materials or services for the project.
- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include the following provisions:
1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Contractor. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the contractor's assessment of the exposure for this contract; for their own protection and the protection of UTA.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Contractor and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Contractor's insurance shall be primary with respect to any insurance carried by UTA. Contractor will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).

- D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an “A.M. Best” rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE: Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be emailed directly to Utah Transit Authority’s insurance email address at utahta@ebix.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 Office of General Counsel, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

Article 8.0

Health Insurance

Insurance Coverage for Employees.

- 8.1 If the Contract Price is \$2,000,000 or more, Contractor shall, prior to the effective date of the Agreement, demonstrate to UTA that Contractor has and will maintain an offer of qualified health

insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Contractor's employees and the employee's dependents during the duration of the Contract.

- 8.2 If the Contractor enters into any subcontracts under the Contract Documents in an amount of \$1,000,000 or more, then Contractor shall also demonstrate to UTA that such subcontractor(s) have and will maintain an offer of qualified health insurance coverage for the subcontractor's employees and the employee's dependents during the duration of the subcontract

Article 9.0
TIMELINESS

- 9.1 **Obligation to Achieve the Contract Times.** Contractor shall commence performance of the Work and achieve the Contract Time(s) in accordance with the Contract Documents. The Contract Documents specify critical completion milestones with which Contractor must comply. All time and schedule requirements included within the Contract Documents are of the essence. By executing the Agreement, Contractor confirms that the completion milestones in the Contract Documents are reasonable for the performance of the Work. Unless otherwise excused by the terms of the Contract Documents, Contractor's failure to timely perform the Work in accordance with the completion milestones shall result in the assessment of liquidated damages (if, and to the extent, set forth in the Agreement) and (where no liquidated damages are provided under the Agreement or where the maximum liquidated damages available under the Agreement have been incurred) an event of default.
- 9.2 **Excusable Delays.** The Contract Time(s) for performance shall be equitably adjusted by Change Order to the extent that Contractor is actually and demonstrably delayed in the performance of the Work because of: (i) Differing Site Conditions (as provided in Section 3.2); (ii) Hazardous Materials (as provided in Section 3.1); (iii) Force Majeure Events (as defined in Section 1.3); (iv) changes in the Work directed by UTA (as provided in Section 7.2); (v) constructive changes (as provided in Section 7.3); (vi) changes in Legal Requirements (as provided in Section 2.3.3); (viii) a suspension without cause (as provided in Section 9.1); or (viii) UTA's unexcused delay in performing any UTA obligation specified in the Contract Documents in accordance with the completion milestones indicated in the approved schedule.
- 9.3 **Excusable and Compensable Delays.** In addition to Contractor's right to a time extension for those events set forth in Section 6.2 above, Contractor will also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price will not be adjusted for delays caused by Force Majeure Events.

ARTICLE 10

Changes

10.1 Change Orders.

10.1.1 Contractor shall not undertake any activity that materially changes the Work, or materially deviates from the requirements of the Contract Documents, except as authorized in this Article 7. Any costs incurred by Contractor without authorization as provided in this Article 7 will be considered non-compensable.

10.1.2 A Change Order is a written instrument, signed by UTA and Contractor, issued after execution of the Agreement, stating their agreement on a change in: (i) the scope of the Work; (ii) the Contract Price; and/or (iii) the Contract Time(s).

10.1.3 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. UTA and Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

10.2 **UTA-Directed Changes.** UTA may direct changes in the Work. Upon receipt of such direction, Contractor shall prepare an estimate of the cost and schedule impact of the change (if any). Upon agreement between UTA and Contractor on the scope of the change to the Work, and the adjustment, if any, to the Contract Price and/or Contract Times, UTA and Contractor shall execute a written Change Order.

10.3 Constructive Changes.

10.3.1 To the extent that Contractor: (i) receives a written or verbal direction or proceeding from UTA that Contractor believes to constitute a material change to the nature, character or schedule of the Work; and/or (ii) becomes aware of any circumstance or condition that expressly provides Contractor a right to a Change Order under the terms of the Contract Documents, then (in either case) Contractor shall deliver to UTA's Project Manager written notice (hereinafter a "Potential Change Notice") within ten (10) Days after Contractor becomes aware of (or should have reasonably become aware) the facts and circumstances which Contractor believes to give rise to a Change Order.

10.3.2 Contractor's failure to deliver a Potential Change Notice in a timely manner shall constitute a waiver of all of Contractor's rights to a Change Order.

10.3.3 In conjunction with the Potential Change Notice or not longer than 30 days after delivery of notice, Contractor shall submit to UTA all supporting information and documentation necessary for UTA to evaluate the contractual basis for the Potential Change Notice and to also evaluate the relief claimed by Contractor. Contractor shall promptly respond to all UTA inquiries about the Potential Change Notice and the supporting information and documentation.

10.3.4 To the extent UTA concludes that the Potential Change Notice demonstrates Contractor's entitlement to a Contract adjustment, and provided that the parties are able to negotiate

mutually agreeable adjustments to the Contract Documents, then UTA and Contractor shall execute a written Change Order.

10.4 Direction or Authorization to Proceed.

10.4.1 Prior to final agreement with respect to a Change Order, UTA may issue a Direction or Authorization to Proceed (“DAP”). A DAP is a written order unilaterally prepared and signed by UTA directing the Contractor to proceed with specified Work while Change Order negotiations or Claim resolution discussions continue. UTA may issue a DAP at any time, and Contractor shall undertake the Work as set forth in the DAP, and in accordance with the Contract Documents.

10.4.2 After issuance of a DAP, UTA and Contractor shall continue to negotiate in good faith to resolve outstanding issues expeditiously.

10.5 **Requests for Information.** UTA shall have the right, from time to time, to issue clarifications to the Work of a non-material nature at any time. Contractor shall have the corresponding right to seek clarification with respect to ambiguous or conflicting provisions of the Contract Documents. Such clarifications or conflicts shall be confirmed, implemented and documented through a Request for Information (“RFI”) process to be developed for the Project. The RFI process may also be used to document minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents.

10.6 Contract Price Adjustments.

10.6.1 The increase or decrease in Contract Price resulting from a change in the Work will be determined by one or more of the following methods:

10.6.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

10.6.1.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by UTA;

10.6.1.3 Costs, fees and any other markup rates set forth in the Agreement; or

10.6.1.4 If an increase or decrease cannot be agreed to as set forth in items 10.6.1.1 through 10.6.1.3 above and UTA issues a DAP, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit rate, as may be set forth in the Agreement.

10.6.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to UTA or Contractor because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

10.6.3 Negotiations over changes in the Contract Price will be conducted using an open-book cost-estimating process. UTA defines “open-book” to include all elements of Contractor’s

costs, including labor hours and rates, units and estimated quantities, unit prices, equipment estimates, material costs, and subcontractor costs. Contractor shall openly share its detailed cost estimate, material and subcontractor quotations and any other information used to compile its cost estimate.

- 10.7 **Disputes Regarding Change Orders.** If the parties are not able to agree as to whether a Change Order is warranted under the Contract Documents, or cannot agree upon the extent of relief to be granted under a Change Order after good faith negotiations, either party may refer the dispute to the Claim resolution provisions of Article 8. Pending resolution of such Claim, Contractor shall proceed with the Work as directed by UTA under a reservation of rights. UTA shall continue to pay any undisputed payments related to such Claim.
- 10.8 **Emergencies.** In any emergency affecting the safety of persons and/or property, Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 7.

ARTICLE 11

Claims and Dispute Resolution

- 11.1 **Claims.**
- 11.1.1 "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 8. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.
- 11.1.2 Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.
- 11.2 **Dispute Resolution.**
- 11.2.1 The parties shall attempt in good faith to resolve promptly through negotiation any Claim arising out of or relating to the Contract Documents. If a Claim should arise, UTA's Project Manager and Contractor's Project Manager will meet at least once to attempt to resolve the Claim. For such purpose, either may request the other to meet within seven (7) Days of the date the Claim is made, at a mutually agreed upon time and place.
- 11.2.2 If UTA's Project Manager and Contractor's Project Manager are not able to resolve the Claim within fourteen (14) Days after their first meeting (or such longer period of time as may be mutually agreed upon), either party may request that UTA's Senior Representative and the Contractor's management representative ("Contractor's Management Representative") meet at least once to attempt to resolve the Claim.
- 11.2.3 If the Claim has not been resolved within sixty (60) Days of the date the Claim is made, either party may refer the Claim to non-binding mediation by sending a written mediation

request to the other party. In the event that such a request is made, the Parties agree to participate in the mediation process. Non-binding mediation of claims or controversies under the Contract Documents shall be conducted by a professional mediator that is mutually acceptable to and agreed upon by both parties (the "Mediator"). The parties and the Mediator may join in the mediation any other party necessary for a mutually acceptable resolution of the Claim. The mediation procedure shall be determined by the Mediator in consultation with the parties. The fees and expenses of the Mediator shall be borne equally by the parties.

- 11.2.4 If the Claim is not resolved within thirty (60) days after the commencement of mediation, or if no mediation has been commenced within one hundred and twenty (120) days of the date the Claim is made, either party may commence litigation to resolve the Claim. The exclusive forum for any such litigation is the Third District Court in and for Salt Lake County, Utah.

ARTICLE 12

Suspension and Termination

12.1 UTA's Right to Stop Work.

12.1.1 UTA may, without cause and for its convenience, order Contractor in writing to stop and suspend the Work. Such suspension shall not exceed one hundred and twenty (120) consecutive Days or aggregate more than two hundred and forty (240) Days during the duration of the Project. In the event a suspension continues longer than the above-referenced periods, Contractor shall have the right to terminate the Agreement. Any such termination shall be considered to be a termination for convenience by UTA.

12.1.2 If a suspension is directed by UTA without cause, Contractor shall be entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of the Work by UTA.

12.1.3 In addition to its rights under Section 12.1.1, UTA shall have the right to order a suspension for cause if the Work at any time ceases to comply with the workmanship, safety, quality or other requirements of the Contract Documents or any Legal Requirements. Contractor shall not be entitled to seek an adjustment the Contract Price and/or Contract Time(s) with regard to any such suspension.

12.2 UTA's Right to Terminate for Convenience. Upon written notice to Contractor, UTA may, for its convenience and without cause, elect to terminate this Agreement. In such event, UTA shall pay Contractor for the following:

12.2.1 All Work satisfactorily completed or commenced and in process as of the effective date of termination;

12.2.2 The reasonable and demonstrable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors; and

12.2.3 The fair and reasonable sums for overhead and profit on the sum of items 12.2.1 and 12.2.2 above. UTA shall not be liable for anticipated profits, costs or overhead based upon Work not yet performed as of the date of termination.

12.3 UTA's Right to Terminate for Cause; Other Remedies for Default.

12.3.1 Subject to the cure provision of Section 9.3.2 below and other limitations set forth in these General Conditions, Contractor shall be in default of its obligations under the Contract Documents if Contractor: (i) fails to provide a sufficient number of skilled workers; (ii) fails to supply the materials required by the Contract Documents; (iii) fails to comply with applicable Legal Requirements; (iv) fails to timely pay its Subcontractors without proper cause; (v) makes a materially false or misleading representation or certification in conjunction with the Contract Documents; (vi) fails to prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted; (vii) fails to satisfy any guaranteed interim or completion milestone set forth in the Contract Documents; or (viii) fails to perform any other material obligations under the Contract Documents. In any such event, UTA (in addition to any other rights and remedies provided in the Contract Documents or by law) shall have the rights set forth in Sections 9.3.2 through 9.3.5 below.

12.3.2 Upon the occurrence of an event of default set forth in Section 9.3.1 above, UTA may provide written notice to Contractor that it intends to terminate the Agreement (in whole or in part) or pursue other available remedies unless the grounds for default are cured within ten (10) Days of Contractor's receipt of such notice. If Contractor fails to cure the grounds for default within such period, then UTA may declare the Agreement, or portions of the Agreement, terminated for default by providing written notice to Contractor of such declaration; provided, however, that to the extent that an item included is the notice of default and demand for cure is capable of cure, but not within the ten-Day cure period, then the Agreement shall not be terminated so long as Contractor commences actions to reasonably cure such breach within the 10-Day cure period and thereafter continuously and diligently proceeds with such curative actions until completion (such additional period not to exceed 45 Days). UTA may terminate the Agreement without opportunity to cure if the breach involves the Contractor's material failure to comply with any Legal Requirements pertaining to safety or environmental compliance.

12.3.3 Upon the continuance of a breach described in Section 9.3.1 for more than ten (10) Days following delivery of written notice to Contractor (and regardless of whether the Agreement, or any portion hereof, has been terminated as provided above), UTA shall be entitled to self-perform (through its own forces or through other contractors) the corrective action necessary to cure Contractor's event of default and deduct all costs so incurred from any amount then or thereafter due to Contractor.

12.3.4 Upon the continuance of a breach described in Section 9.3.1 for more than ten (10) Days following delivery of written notice to Contractor (and regardless of whether the Agreement, or any portion hereof, has been terminated as provided above), UTA shall be entitled to seek performance by any guarantor of Contractor's obligations hereunder or draw upon any surety or security provided for in the Contract Documents.

- 12.3.5 Upon declaring the Agreement terminated pursuant to Section 9.3.2 above, UTA may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Contractor hereby transfers, assigns and sets over to UTA for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Contractor shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by UTA in completing the Work, such excess shall be paid by UTA to Contractor. If UTA's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Contractor shall pay the difference to UTA. Such costs and expenses include not only the cost of completing the Work, but also losses, damages, costs and expenses, including attorneys' fees and expenses, incurred by UTA in connection with the procurement and defense of claims arising from Contractor's default.
- 12.3.6 All rights and remedies set forth in the Contract Documents are cumulative, and unless otherwise specifically provided in the Contract Documents are not exclusive of any other rights or remedies that may be available, whether provided by law, equity, statute, in any other agreement between the Parties or otherwise. Upon the occurrence of any such default, following the applicable process described in this Article, UTA shall be entitled to pursue any and all other rights and remedies, including without limitation damages, that UTA may have against Contractor under the Contract Documents or at law or in equity.
- 12.3.7 If UTA improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Section 9.2 above.

12.4 Bankruptcy of Contractor.

- 12.4.1 If Contractor institutes or has instituted against it a case under the United States Bankruptcy Code, such event may impair or frustrate the Contractor's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:
- 12.4.1.1 Contractor, its trustee or other successor, shall furnish, upon request of UTA, adequate assurance of the ability of the Contractor to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) Days after receiving notice of the request; and
- 12.4.1.2 Contractor shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) Days of the institution of the bankruptcy filing and shall diligently prosecute such action. If Contractor fails to comply with its foregoing obligations, UTA shall be entitled to request the bankruptcy court to reject the Agreement, declare the

Agreement terminated and pursue any other recourse available to the UTA under this Article 9.

- 12.4.2 The rights and remedies under Section 9.4.1 above shall not be deemed to limit the ability of UTA to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code.

ARTICLE 13

Value Engineering

13.1 Value Engineering Change Proposals.

13.1.1 A Value Engineering Change Proposal (“VECP”) is a proposal developed, prepared, and submitted to UTA by the Contractor, which reduces the cost of the Work without impairing essential functions or characteristics of the Project, as determined by UTA in its sole discretion. UTA encourages Contractor to submit VECPs whenever it identifies potential savings or improvements. UTA may also request the Contractor to develop and submit a specific VECP.

13.1.2 In determining whether a VECP will impair essential functions or characteristics of the Project, UTA may consider: (i) relative service life; (ii) maintenance effort and frequency; (iii) environmental and aesthetic impacts; (iv) system service; (v) effect of other system components; and (vi) other issues as UTA deems relevant. A VECP must not be based solely on a change in quantities.

13.1.3 Contractor must include the following information in any VECP:

13.1.3.1A narrative description of the proposed change,

13.1.3.2 A discussion of differences between existing requirements and the proposed change, together with advantages and disadvantages of each changed item;

13.1.3.3 A complete cost analysis, including the cost estimate of any additional rights-of-way or easements required for implementation of the VECP;

13.1.3.4 Justification for changes in function or characteristics of each item and effect of the change on the performance on the end item;

13.1.3.5 A description of any previous use or testing of the proposed approach and the conditions and results. If the VECP was previously submitted on another UTA project, the Contractor shall indicate the date, contract number, and the action taken by UTA;

13.1.3.6 Costs of development and implementation; and

13.1.3.7 Any additional information requested by UTA, which must be provided in a timely manner.

13.2 Review and Approval of VECPs

13.2.1 Upon receipt of a VECP, UTA shall process it expeditiously, but will not be liable for any delay in acting upon any VECP. Contractor may withdraw all or part of any VECP at any time prior to approval by UTA, but shall, in any case, be liable for costs incurred by UTA in reviewing the withdrawn VECP, or part thereof. In all other situations, each party will bear its own costs in connection with preparation and review of VECPs.

13.2.2 UTA may approve in whole or in part any VECP submitted. The decision of UTA regarding rejection or approval of any VECP will be at the sole discretion of UTA and will be final and not subject to appeal. Contractor will have no claim for any additional costs or delays resulting from the rejection of a VECP, including development costs, loss of anticipated profits, or increased material or labor costs

13.3 **Cost Savings.** Except as otherwise stated in the Agreement, any savings resulting from an approved VECP will accrue to the benefit of UTA and Contractor on a 50/50 cost sharing basis. Nevertheless, a Contractor shall not be eligible to share in cost savings where the Contractor had responsibility under its scope of work for drafting, reviewing or approving the designs or processes involved in the VECP.

13.4 **Ownership of VECPs.** All approved or disapproved VECPs will become the property of UTA and must contain no restrictions imposed by Contractor on their use or disclosure. UTA retains the right to use, duplicate, and disclose, in whole or in part, any data necessary for the utilization of the VECP on any other projects without any obligation to Contractor. This provision is not intended to deny rights provided by law with respect to patented materials or processes.

ARTICLE 14

Miscellaneous

14.1 **Confidential Information.** “Confidential Information” means information that is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies in writing as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. To the extent permitted by law (including specifically UCA Title 63G Chapter 2), the receiving party shall maintain the confidentiality of the Confidential Information and shall use the Confidential Information solely in connection with the Project. The parties agree that the Agreement itself (including all incorporated Contract Documents) does not constitute Confidential Information.

14.2 **PUBLIC INFORMATION:** Vendor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Vendor’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.

- 14.3 **Prohibited Interest.** No member, officer, agent, or employee of UTA during his or her tenure or for one year thereafter shall have any interest, direct or indirect, including prospective employment by, Contractor or the proceeds under the Contract Documents without specific written authorization by UTA.
- 14.4 **Assignment.** Contractor acknowledges that the Work to be performed by Contractor is considered personal by UTA. Contractor shall not assign or transfer its interest in the Contract Documents without prior written approval by UTA.
- 14.5 **Successors.** Contractor and UTA intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and permitted assigns.
- 14.6 **Governing Law.** The Agreement and all Contract Documents are governed by the laws of the State of Utah, without giving effect to its conflict of law principles. Actions to enforce the terms of this Agreement may only be brought in the Third District Court for Salt Lake County, Utah.
- 14.7 **Attorneys Fees and Costs.** 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.
- 14.8 **Severability.** If any provision or any part of a provision of the Contract Documents is finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.
- 14.9 **No Waiver.** The failure of either Contractor or UTA to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.
- 14.10 **Headings.** The headings used in these General Conditions, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
- 14.11 **Amendments.** The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.
- 14.12 **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.
- 14.13 **ENTIRE AGREEMENT:** The Contract constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. 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.

EXHIBIT A – SCOPE OF SERVICES

Construction of civil improvements and installation of owner supplied high-powered charging equipment at charging stations to provide the civil infrastructure and power for UTA’s Electric Bus On-route and Depot Charging program. Three locations are identified in the initial program with options to add additional locations listed in RFP at UTA’s discretion. The three locations awarded include Salt Lake “Central Station”, Kimball Junction bus hub near Park City, and the Tooele parking lot near Vine and Grant Street. Additional locations may be added by UTA in agreement and as negotiated with the Contractor. The additional optional sites may be added in the discretion of UTA. The pricing for these additional sites will be based upon and consistent with the base contract pricing contained in the Pricing proposal Part 5 Exhibit B. UTA has procured the electric bus on-route and depot charging equipment via their contract with Gillig and the charging equipment from Gillig’s subcontractor ABB. The Project will also include all coordination with Rocky Mountain Power (RMP) for the installation of the required transformers and other RMP required equipment. The option for additional locations that could be added as optional work depends on the result of federal grant funding applications and other local partner contributions.

UTA’s project manager for the Project is David Osborn. The designer selected to design the Project is Spectrum Engineering. HNTB is providing Program Management services to UTA for the Projects. The contractor is expected to work with stakeholders including cities, RMP, ABB and other utilities companies as needed.

ABB 150 kW depot chargers are heavy vehicle charger products that enable electric buses and trucks to charge at a depot ensuring flexibility and scale for every fleet operation transitioning to zero-emission transportation. Product sheets and installation guides are in Proposal’s Appendix VII.

ABB’s on route 300 kW Heavy Vehicle Charger (HVC) provides high-power charging via automated rooftop connection. With typical charge times of 3 to 6 minutes. Ensuring zero-emission public transit during the day without impacting daily route operations. Product sheets and installation guides are in Proposal’s Appendix VIII.

The three project locations and the High-Powered charging equipment included as part of the initial program include (civil infrastructure improvements required at each location are included on the project plans):

1. An on-route ABB (300 kW) charger at the existing Salt Lake Central Station bus hub (to be located next to the existing two chargers). The property address is 250 S 600 W Salt Lake City, UT 84101.
2. An on-route ABB (300 kW) chargers in Park City for the Salt Lake Connect bus route at the existing Kimball Junction bus hub. The property address is 6490 N. Landmark Drive Park City, UT 84098.

3. Depot ABB (150KW) chargers including switch gear for Tooele includes six (6) depot charger pedestals capable of charging up to six (6) vehicles at a time. The property address is 59 East Vine Street Tooele, UT 84074.

Optional locations may include:

1. The 2100 South 200 West Central Pointe Trax Station bus hub near the TRAX station one on-route chargers at this location. Property address 2100 South 300 West South Salt Lake, UT 84115
2. An on-route ABB (300 kW) charger at the existing Wasatch and 3900 South park and ride lot. Property address Wasatch Blvd E 3900 S Millcreek, UT 84124.
3. Additional optional sites may be added in the discretion of UTA. The pricing for these additional sites will be based upon and consistent with the base contract pricing contained in Exhibit B.

List of materials.

Schneider Electrical Equipment 600 Volt Wire Portland Cement
Schedule 40 PVC 1000 Volt Cable
13.5 HDPE Oldcastle Precast Vaults

Installation Method

Job site inspection, set up to include traffic control and pedestrian safety devices.
The civil demo work and underground electrical installation activities will be done at the same time.
Installation of the pentagraph foundation and electrical equipment pads.
Restore the sites to a safe condition, replacing the driveways, curb gutter and sidewalks.
Demobilize while waiting for electrical equipment and charging equipment delivery.
Re-mobilize and install owner and contractor supplied equipment.
Site cleanup, punch list items and then demobilize.

Warranty:

Cache Valley Electric will warrant its installation against defects in materials and workmanship for a period of two year, per RFP specifications, from the date of substantial completion and beneficial use of electrical construction on the project by UTA. During the warranty period, CVE agrees, at its option, to either repair or replace, to the satisfaction of the Owner, any item which proves to be defective. This warranty is not intended to supersede or supplement equipment or material manufacturer's warranties.

EXHIBIT B – COST FORM – Total of all 3 project is \$940,174.23. Payment will be monthly billing for monthly progress made. Each area is not to exceed total listed.

CENTRAL STATION

UTA High Powered Chargers – Central Station (250 S 600 W SLC, UT 84101)

Exhibit B- Cost Estimate Form

Additional optional sites may be added in the discretion of UTA. The pricing for these additional sites will be based upon and consistent with the base contract pricing contained in Exhibit B.

General Contractor Cache Valley Electric Co

Total Project Cost (from below) \$207,131.73

Instructions: Fill in the Subtotal, Total and Total Project Cost.

Bid Item No.	Division Specification: General Description of included items **	Unit	Quantity	Total Cost
1	Pantograph foundation	1	LS	\$34,001.98
2	All power underground raceways and cabling	1	LS	\$40,707.23
3	Installation of BEB equipment and commissioning	1	LS	\$6,578.36
4	All raceways and cabling for BEB communications	1	LS	\$13,865.53
5	260573-Overcurrent Protective Device Study and labels	1	LS	\$5,811.89
6	26 – Remaining electrical scope not defined above	1	LS	\$2,950.93
7	Excavation, backfill, hauling for Pantograph foundation	1	LS	\$11,054.31
8	Trenching, backfill, hauling for electrical feeders	1	LS	\$23,133.33
9	Repair of curbing	1	LS	\$6,862.11
10	Repair of concrete paving, joint sealant and landscape	1	LS	\$7,150.00
11	Traffic and Pedestrian Control	1	LS	\$9,153.10
12	Construction Survey, potholing of utilities and layout	1	LS	\$9,874.22

	Subtotal Bid Items	\$171,142.99
	General Conditions and Mobilization	\$16,257.74
	Bonding	\$690.00
	Profit and Overhead	\$19,041.00
	Total (including Subtotal Bid Items, GCs, Mobilization, Bonding, Profit and Overhead)	\$207,131.73
All Items to include what is necessary to obtain a finished and operational project		

COST FORM – KIMBAL JCT**UTA High Powered Chargers – Kimball Jct (6490 N Landmark Dr Park City, UT 84098)****Exhibit B- Cost Estimate Form**

Additional optional sites may be added in the discretion of UTA. The pricing for these additional sites will be based upon and consistent with the base contract pricing contained in Exhibit B.

General Contractor Cache Valley Electric Co.

Total Project Cost (from below)
\$ 390,425.25

Instructions: Fill in the Subtotal, Total and Total Project Cost.

Bid Item No.	Division Specification: General Description of included items **	Unit	Quantity	Total Cost
1	262413 – Switchboards, 2627413-electricity metering & 264313-surge protection for low-voltage electrical power circuits	1	LS	\$ 113,460.31
2	Power cabinet custom vault	1	LS	\$ 23,359.59
3	Pantograph foundation	1	LS	\$ 34,001.98
4	All power underground raceways and cabling	1	LS	\$ 17,855.45
5	RMP transformer vault, switchboard pad	1	LS	\$ 74,160.97
6	Installation of BEB equipment and commissioning	1	LS	\$ 7,531.95
7	All raceways and cabling for BEB communications	1	LS	\$ 7,324.60
8	260573-Overcurrent Protective Device Study and labels	1	LS	\$ 5,371.89
9	26 – Remaining electrical scope not defined above	1	LS	\$ 1,947.96
10	Excavation, backfill, hauling for Pantograph foundation and power cabinet vault	1	LS	\$ 9,530.33
11	Trenching, backfill, hauling for electrical feeders	1	LS	\$ 4,058.83
12	Repair of curbing	1	LS	\$ 6,862.11
13	Repair of concrete paving, joint sealant and landscape	1	LS	\$ 10,162.11
14	Traffic and Pedestrian Control	1	LS	\$ 7,260.00
15	Construction Survey, potholing of utilities and layout	1	LS	\$ 12,363.62
Subtotal Bid Items				\$ 335,251.70
	General Conditions and Mobilization			\$ 15,157.74
	Bonding			\$ 1,600.00
	Profit and Overhead			\$ 38,415.81
Total (including Subtotal Bid Items, GCs, Mobilization, Bonding, Profit and Overhead)				\$ 390,425.25
All Items to include what is necessary to obtain a finished and operational project				

COST FORM – TOOELE**UTA High Powered Chargers – Tooele (59 East Vine St Tooele, UT 84074)****Exhibit B- Cost Estimate Form**

Additional optional sites may be added in the discretion of UTA. The pricing for these additional sites will be based upon and consistent with the base contract pricing contained in Exhibit B.

General Contractor Cache Valley Electric Co.

Total Project Cost		(from below)		
		\$342,617.25		
Instructions: Fill in the Subtotal, Total and Total Project Cost.				
Bid Item No.	Division Specification: General Description of included items **	Unit	Quantity	Total Cost
1	262413 – Switchboards, 2627413-electricity metering & 264313-surge protection for low-voltage electrical power circuits	1	LS	\$113,840.83
2	Power cabinet custom vault	1	LS	\$25,972.81
3	All underground raceways and power cabling	1	LS	\$34,991.37
4	262200- Low-voltage transformers	1	LS	\$29,632.72
5	RMP transformer pad, switchboard pad and Depot Charger concrete bases	1	LS	\$22,809.18
6	Installation of BEB equipment and commissioning	1	LS	\$7,059.45
7	All raceways and cabling for BEB communications	1	LS	\$24,520.91
8	260573-Overcurrent Protective Device Study and labels	1	LS	\$5,689.75
9	26 – Remaining electrical scope not defined above	1	LS	\$10,751.36
10	Excavation, backfill, hauling for power cabinet vault	1	LS	\$896.66
11	Trenching, backfill, hauling for electrical feeders	1	LS	\$5,634.39
12	Repair of concrete paving, joint sealant and landscape	1	LS	\$4,714.78
13	Traffic and Pedestrian Control	1	LS	\$2,335.30
14	Construction Survey, potholing of utilities and layout	1	LS	\$3,300.00
Subtotal Bid Items				\$292,149.51
	General Conditions and Mobilization			\$15,157.74
	Bonding			\$1,507.00
	Profit and Overhead			\$33,803.00
Total (including Subtotal Bid Items, GCs, Mobilization, Bonding, Profit and Overhead)				\$342,617.25
All Items to include what is necessary to obtain a finished and operational project				

EXHIBIT C – DAVIS BACON WAGES

Davis Bacon Wages for Salt Lake, Summit and Tooele Counties

"General Decision Number: UT20220085 07/01/2022

Superseded General Decision Number: UT20210085

State: Utah

Construction Type: Building

County: Salt Lake County in Utah.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p> If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.</p>
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<p> If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or</p>	<p> . Executive Order 13658 generally applies to the contract. . The contractor must pay all</p>
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extended on or after January 30, 2022: covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	01/21/2022
2	02/18/2022
3	02/25/2022
4	04/01/2022
5	07/01/2022

CARP0801-002 12/01/2021

Rates Fringes

CARPENTER (Drywall Hanging and Metal Stud Installation Only).....\$ 28.79 12.29

*** ELEC0354-001 06/01/2022**

Rates Fringes

ELECTRICIAN (Low Voltage Wiring Only).....\$ 27.34 13.37+1.5%
ELECTRICIAN.....\$ 36.09 1.3%+16.26

ELEV0038-003 01/01/2022

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 48.70	36.885+a+b

FOOTNOTE:

a: Vacation Pay: 8% with 5 or more years based on regular hourly rate for all hours worked, 6% under 5 years based on regular hourly rate for all hours worked. b: Paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Friday after Thanksgiving and Christmas Day

PAIN0077-003 07/01/2021

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 31.00	7.94

PAIN0077-004 08/01/2019

	Rates	Fringes
PAINTER (Brush, Roller, and Spray, excluding Drywall/Finisher and Taper).....	\$ 21.65	8.33

PLUM0140-001 08/01/2021

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 40.50	14.62

SFUT0669-003 04/01/2022

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 38.17	22.71

SHEE0312-002 07/01/2017

	Rates	Fringes
SHEET METAL WORKER (Including		

HVAC Duct Installation).....\$ 33.36 11.36

* SUUT2012-017 07/29/2014

Rates Fringes

CARPENTER (Acoustical Ceiling
Installation Only).....\$ 21.25 2.15

CARPENTER (Form Work Only).....\$ 16.93 1.93

CARPENTER, Excludes
Acoustical Ceiling
Installation, Drywall
Hanging, Form Work, and Metal
Stud Installation.....\$ 20.66 7.47

CEMENT MASON/CONCRETE FINISHER...\$ 15.00 0.00

IRONWORKER, STRUCTURAL.....\$ 20.21 3.22

LABORER: Common or General.....\$ 13.84 ** 0.00

LABORER: Mason Tender - Brick...\$ 16.38 1.00

LABORER: Mason Tender -
Cement/Concrete.....\$ 14.94 ** 0.00

LABORER: Pipelayer.....\$ 13.57 ** 0.00

LABORER: Landscape and
Irrigation.....\$ 9.50 ** 0.00

OPERATOR:
Backhoe/Excavator/Trackhoe.....\$ 14.48 ** 0.00

OPERATOR: Loader.....\$ 19.34 0.00

PLASTERER.....\$ 18.36 0.00

ROOFER.....\$ 13.22 ** 0.00

TILE FINISHER.....\$ 13.54 ** 0.00

TILE SETTER.....\$ 23.50 0.00

TRUCK DRIVER: Dump Truck.....\$ 15.50 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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**** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.**

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular

rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination**
- * a survey underlying a wage determination**
- * a Wage and Hour Division letter setting forth a position on a wage determination matter**
- * a conformance (additional classification and rate) ruling**

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

**Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210**

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

**Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210**

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

**Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210**

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

"General Decision Number: UT20220079 07/01/2022

Superseded General Decision Number: UT20210079

State: Utah

Construction Type: Building

Counties: Daggett, Duchesne, Rich and Summit Counties in Utah.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p> If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p> . Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.</p>
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<p> If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<p> . Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all</p>
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| hours spent performing on |
| that contract in 2022. |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022
2	04/01/2022
3	07/01/2022

BOIL0004-001 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 35.12	31.54

* ELEC0354-001 06/01/2022

	Rates	Fringes
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 27.34	13.37+1.5%
ELECTRICIAN.....	\$ 36.09	1.3%+16.26

SFUT0669-003 04/01/2022

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 38.17	22.71

SHEE0312-001 07/01/2017

	Rates	Fringes
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**SHEET METAL WORKER (HVAC Duct
Installation Only).....\$ 33.36 11.36**

* SUUT2012-011 07/29/2014

	Rates	Fringes
BRICKLAYER.....	\$ 23.88	0.00
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 21.72	1.43
CARPENTER, Excludes Acoustical Ceiling Installation.....	\$ 19.51	5.30
CEMENT MASON/CONCRETE FINISHER...\$ 21.11		0.00
INSULATOR - BATT.....	\$ 12.50 **	0.23
IRONWORKER, REINFORCING.....	\$ 15.00	0.00
IRONWORKER, STRUCTURAL.....	\$ 17.41	6.13
LABORER: Common or General.....	\$ 13.98 **	0.00
LABORER: Mason Tender - Brick...\$ 16.54		0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 16.59	0.79
PLUMBER.....	\$ 24.00	4.62
TILE FINISHER.....	\$ 17.00	0.00
TILE SETTER.....	\$ 20.63	0.00

**WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.**

**** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 (\$15.00) or 13658**

(\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination**
- * a survey underlying a wage determination**
- * a Wage and Hour Division letter setting forth a position on a wage determination matter**
- * a conformance (additional classification and rate) ruling**

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

**Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210**

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

**Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210**

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

**Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210**

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

"General Decision Number: UT20220086 07/01/2022

Superseded General Decision Number: UT20210086

State: Utah

Construction Type: Building

County: Tooele County in Utah.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
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If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on
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| that contract in 2022. |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	01/21/2022
2	02/18/2022
3	02/25/2022
4	04/01/2022
5	07/01/2022

CARP0801-002 12/01/2021

Rates Fringes

CARPENTER (Drywall Hanging and Metal Stud Installation Only).....\$ 28.79 12.29

* **ELEC0354-001 06/01/2022**

Rates Fringes

ELECTRICIAN (Low Voltage Wiring Only).....\$ 27.34 13.37+1.5%
ELECTRICIAN.....\$ 36.09 1.3%+16.26

ELEV0038-003 01/01/2022

Rates Fringes

ELEVATOR MECHANIC.....\$ 48.70 36.885+a+b

FOOTNOTE:

a: Vacation Pay: 8% with 5 or more years based on regular hourly rate for all hours worked, 6% under 5 years based on regular hourly rate for all hours worked. b: Paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Friday after Thanksgiving and Christmas Day

PAIN0077-003 07/01/2021

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 31.00	7.94

PAIN0077-004 08/01/2019

	Rates	Fringes
PAINTER (Brush, Roller, and Spray, excluding Drywall/Finisher and Taper).....	\$ 21.65	8.33

PLUM0140-001 08/01/2021

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 40.50	14.62

SFUT0669-003 04/01/2022

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 38.17	22.71

SHEE0312-002 07/01/2017

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 33.36	11.36

*** SUUT2012-018 07/29/2014**

	Rates	Fringes
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BRICKLAYER.....	\$ 22.13	1.67
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 21.25	2.40
CARPENTER (Form Work Only).....	\$ 16.93	1.93
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 20.73	7.53
CEMENT MASON/CONCRETE FINISHER...\$	15.00	0.00
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 15.28	1.65
IRONWORKER, STRUCTURAL.....	\$ 20.21	3.22
LABORER: Common or General.....	\$ 13.84 **	0.00
LABORER: Mason Tender - Brick...\$	16.38	1.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 14.94 **	0.00
LABORER: Pipelayer.....	\$ 13.57 **	0.00
LABORER: Landscape and Irrigation.....	\$ 9.50 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.48 **	0.00
OPERATOR: Loader.....	\$ 19.34	0.00
PLASTERER.....	\$ 18.36	0.00
ROOFER.....	\$ 13.22 **	0.00
TILE FINISHER.....	\$ 13.54 **	0.00
TILE SETTER.....	\$ 23.50	0.00

TRUCK DRIVER: Dump Truck.....\$ 15.50 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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WAGE DETERMINATION APPEALS PROCESS

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U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210**

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

EXHIBIT D – FEDERAL CLAUSE – FEDERAL FORMS**FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES**

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

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

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

1. FLY AMERICA REQUIREMENTS

49 U.S.C. §40118

41 CFR Part 301-10.131 - 301-10.143

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

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

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

with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2. BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)

49 U.S.C. 5323(h)

49 CFR Part 661

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

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

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

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

Definitions:

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

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

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

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

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

3. CHARTER BUS REQUIREMENTS

49 U.S.C. 5323(d)
49 CFR Part 604

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

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

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

4. SCHOOL BUS REQUIREMENTS

49 U.S.C. 5323(F)
49 CFR Part 605

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

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

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

5. CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 55305

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

Flow down Requirements: The Cargo Preference requirements apply to all subcontracts when the subcontract may be involved with the transport of equipment, material, or commodities by ocean vessel.

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of

loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

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

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

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

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

(d) Programs of Other Agencies. -

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

(2) The Secretary-

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

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

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

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

(e) Security of Government-Impelled Cargo. -

(1) In order to ensure the safety of vessels and crewmembers transporting equipment, materials, or commodities under this section, the Secretary of Transportation shall direct each department or agency (except the Department of Defense), when responsible for the carriage of such equipment, materials, or commodities, to provide armed

personnel aboard vessels of the United States carrying such equipment, materials, or commodities if the vessels are transiting high-risk waters.

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

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

6. SEISMIC SAFETY REQUIREMENTS

42 U.S.C. 7701 et seq. 49 CFR Part 41

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

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

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

7. SPECIAL DOL EQUAL EMPLOYMENT CLAUSE

41 CFR Part 60

See Section 25 – Contract Clause Civil Rights Requirements

8. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq. 49 CFR Part 622

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

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

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

9. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251 - 1377

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

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

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

(b) The contractor agrees to report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office in compliance with the notice of violating facility provisions in section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368

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

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

10. BUS TESTING

49 U.S.C. 5318(e)

49 U.S.C. 5323(c)

49 CFR Part 665

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

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

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

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

11. PRE-AWARD AND POST-DELIVERY AUDITS REQUIREMENTS

49 U.S.C. 5323

49 C.F.R. 661.12

49 CFR Part 663

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

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

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

A Buy America certification under this part shall be issued in addition to any certification which may be required by part 661 of this title. Nothing in this part precludes FTA from conducting a Buy America investigation under part 661 of this title "**Pre-Award and Post-Delivery Audit Requirements**" - The Contractor agrees to comply with "Buy America Requirements--Surface Transportation Assistance Act of 1982, as amended," 49 C.F.R. 661.12, but has been modified to include FTA's Buy America requirements codified at 49 U.S.C. A 5323(j).

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

- (1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Firm certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; 2) The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- (2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.
- (3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit a) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or b) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

12. LOBBYING

31 U.S.C. 1352

49 CFR Part 19

49 CFR Part 20

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

Flow Down Requirements the Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

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

13. ACCESS TO RECORDS AND REPORTS

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

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

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

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

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

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

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

- (2) Where UTA or a sub-grantee of UTA in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a) 1) through other than competitive bidding, the Contractor shall make available records related to the contract to UTA, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- (3) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (4) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until UTA, the FTA Administrator, the Comptroller General, or any of

their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

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

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

(i)

14. FEDERAL CHANGES

49 CFR Part 18

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

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

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

15. BONDING REQUIREMENTS

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

16. CLEAN AIR

42 U.S.C. 7401 – 7601(q)

40 CFR 15.61

49 CFR Part 18

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

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

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

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

17. RECYCLED PRODUCTS

42 U.S.C. 6962

40 CFR Part 247

Executive Order 12873

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

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

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the

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

18. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

49 U.S.C. 5333
40 U.S.C. 3141 – 3144
40 U.S.C. 3146 – 3147
18 U.S.C. 874
40 U.S.C. 3145

Applicability to Contracts: The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, *et seq.* and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i) (5). **The Acts apply to any construction contract over \$2,000.** 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating." 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (*see* 29 FR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

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

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

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

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

- (1) Except with respect to helpers as defined as 29 CFR 5.2(n) (4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and

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

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

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

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

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

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

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

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

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

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

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

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

(C) In the event the consultant, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including

the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with thirty (30) days of receipt and shall advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

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

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

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

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

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

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

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

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

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

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

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

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

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program

associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

Applicability to Contracts: The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, *et seq.* The Act applies to grantee contracts and subcontracts “financed at least in part by loans or grants from ... the [Federal] Government.” 40 USC 3701(b) (1) (B) (iii) and (b) (2), 29 CFR 5.2(h), 49 CFR 18.36(i) (6). The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ “laborers or mechanics on a public work” with a value greater than \$100,000. These no construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed “commercial items.” 40 USC 3707, 41 USC 403 (12) **Flow down Requirements:** Applies to third party contractors and sub-contractors.

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

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

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

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

20. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts: Applicable to all contracts.

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

No Obligation by the Federal Government.

(1) UTA and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be

subject to any obligations or liabilities to UTA, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

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

31 U.S.C. 3801 et seq.
49 CFR Part 31
18 U.S.C. 1001
49 U.S.C. 5307

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

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

• Program Fraud and False or Fraudulent Statements or Related Acts

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

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

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

22. TERMINATION

49 CFR Part 18
FTA Circular 4220.1F

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

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

Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest.

The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

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

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

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

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

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

e. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and 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 Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within

specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

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

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

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

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

49 CFR 18

2 CFR 1200

2 CFR 180

Executive Orders 12549 and 12689

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

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

Grantees, contractors, and sub-contractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System (EPLS), (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract.

Grantees, contractors, and sub-contractors who enter into covered transactions also must require the entities they contract with to comply 2 CFR 180 and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

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

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

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

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

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

24. PRIVACY ACT

5 U.S.C. 552

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

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

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

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

25. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000

42 U.S.C. § 6102, 42 U.S.C. § 12112

42 U.S.C. § 12132, 49 U.S.C. § 5332

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

1. The Contractor will be required to comply with these applicable civil rights, nondiscrimination, and equal employment opportunity laws and regulations:

- i. 49 CFR Part 21, 49 CFR Part 25, 49 CFR Part 26, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, 20 U.S.C. §§ 1681 – 1683 and 1685 – 1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, et seq., 42 U.S.C. § 290dd – 290dd-2, 42 U.S.C. § 2000d, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6101 – 6107, 42 U.S.C. § 12101, et seq., 42 U.S.C. § 12132, 49 U.S.C. § 5307 (c)(1)(D)(ii), 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Part 60, 29 U.S.C. § 623, 42 U.S.C. § 2000e, 42 U.S.C. § 12112.49 U.S.C. § 5325 (k). Fixing America's Surface Transportation (FAST) Act, Public Law No: 114-94, as may be amended.

2. The Civil Rights requirements flow down to all third-party sub-contractors and their subcontracts at every tier.

3. The following requirements apply to a contract awarded as a result of this solicitation:
- i. Nondiscrimination - In accordance with U.S. Department of Transportation (DOT) regulations at 49 CFR Part 21, 49 CFR Part 25, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, the Rehabilitation Act of 1973, as amended, 20 U.S.C. §§ 1681 – 1683 and 1685 – 1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 290dd – 290dd-2, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6102, 42 U.S.C. § 6101 – 6107, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, 42 U.S.C. § 12132, Federal transit law 49 U.S.C § 5307 (c)(1)(D)(ii), Federal transit law 49 U.S.C. § 5332, FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients.”, DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations, Executive Order No. 13166 and DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (70 FR 74087, Dec. 14, 2005), the Contractor agrees that it will comply with the identified Federal laws and regulations, pertaining to UTA programs and activities, to ensure that no person will be denied the benefits of, or otherwise be subjected to, discrimination (particularly in the level and quality of transportation services and transportation-related benefits) on the bases of race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, gender expression, age, marital status, genetic information, medical condition, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations, other implementing requirements that DOT or FTA may issue, and any other applicable Federal and State of Utah statutes and/or regulations that may be signed into law or promulgated.
 - ii. Equal Employment Opportunity - The following equal employment opportunity requirements apply to a contract awarded as a result of this solicitation:
 - a) Race, Color, Ancestry, Marital Status, Medical Condition, Genetic Information, Religion, National Origin, Sex, Sexual Orientation, Gender Identity, Gender Expression - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, 49 U.S.C. § 5332, FTA Circular 4704.1, “Equal Employment Program Guidelines for Grant Recipients”, and , the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, including "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60, et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), Fair Employment and Housing Act, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect Bidder agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, ancestry, religion, marital status, medical condition, genetic information, national origin, sex, sexual orientation, gender identity, gender expression, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements that DOT, or FTA may issue, and any other applicable Federal statutes that may be signed into law or Federal regulations that may be promulgated.
 - b) Sex – The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1975, as amended, 20 U.S.C. § 1681, and 49 CFR part 25. In addition, the Contractor agrees to comply with any implementing requirements that DOT, or FTA may issue.
 - c) Age - The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, 45 CFR part 90, the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, and Equal Employment Opportunity Commission (EEOC) implementing regulations 29 CFR part 1625. In addition, the Contractor agrees to comply with any implementing requirements that DOT, or FTA may issue.

- d) Disabilities - The Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794(d), 36 CFR part 1194, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101, 49 CFR parts 27, 37, 38, and 39, and FTA Circular 4710.1, “Americans with Disabilities Act: Guidance”. In addition, the Contractor agrees to comply with any implementing requirements that DOT, or FTA may issue.
4. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

26. ADA ACCESS REQUIREMENTS

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

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

27. BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18 FTA Circular 4220.1F

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

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

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

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

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

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

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

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

28. PATENT AND RIGHTS IN DATA

37 CFR Part 401 49 CFR Parts 18 and 19

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

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

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

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

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

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

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

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

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

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

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

(d) Unless prohibited by state law, upon request by the Federal Government, UTA and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by UTA or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither UTA nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

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

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

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

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

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

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

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

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

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Consultant's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), UTA and the Contractor agree to take the

necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Contractors Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

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

29. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

49 U.S.C. § 5310, § 5311, and § 5333 29 CFR Part 215

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

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

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

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

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

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

30. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

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

1. UTA encourages DBE participation in this solicitation. In order to qualify as a DBE, a Contractor, or a Contractor's sub-contractor, must be certified as a DBE under 49 CFR Part 26. As a recipient of Federal funds, UTA must comply, and ensure that its Contractor(s) comply with 49 CFR Part 26 and Section 1101(b) of the Fixing America's Surface Transportation Act (FAST Act).

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

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

4. DBE Reporting and Certification

- i. Monthly reporting requires the submittal of a “Monthly Sub-contractor Payment Report”, which is used by UTA to verify payments to DBE and non-DBE sub-contractors. When completing this form, the Contractor must designate DBE sub-contractors by placing an asterisk in front of their name. As Federal law requires that UTA have proof of payment to a DBE sub-contractor, the subcontractor must initial the form and verify payment received. Failure to submit a properly executed form will result in delayed payment. Failure to submit these reports in a timely manner may result in a penalty of \$10 per day, per report.
- ii. In order for the Contractor to submit a properly executed “Monthly Sub-contractor Payment Report,” the Contractor must verify that Sub-contractors DBE certification is current at time of payment.
- iii. Certified Contractors can be found at the UTAH UNIFIED CERTIFICATION PROGRAM (UUCP) DISADVANTAGED BUSINESS ENTERPRISE (dbE) DIRECTORY:
<https://drive.google.com/file/d/1r6n4o9F14jFEqtINICrFxfiAs9948ho/view>

5. DBE Contract Assurance (49 CFR 26.13)

- i. UTA does not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. UTA takes all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT assisted contracts. UTA’s DBE Program as required by 49 CFR Part 26 and as approved by U.S. DOT will be incorporated by reference into the contract resulting from this solicitation.
- ii. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate, which may include, but is no limited to:
 - a. Withholding monthly progress payments;
 - b. Assessing sanctions;
 - c. Liquidated damages; and/or
 - d. Disqualifying the Contractor from future bidding as non-responsible.

6. DBE Prompt Payment (49 CFR 26.29)

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

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

Circular 4220.1F

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

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

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

32. DRUG AND ALCOHOL TESTING

49 U.S.C. §5331

49 CFR Part 655

49 CFR Part 382

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

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

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

33. TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATIONS

49 CFR Part 26

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

34. METRIC REQUIREMENTS

15 U.S.C. §§205

2007-Pub. L. 110-69

As required by U.S. DOT or FTA, UTA agrees to use the metric system of measurement in its Project

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

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

23 U.S.C. §502

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

36. CORRIDOR PRESERVATION

49 U.S.C. 5323(q)

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

37. VETERANS EMPLOYMENT

49 U.S.C. 5325 (k)

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

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

38. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES

OR

EQUIPMENT

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

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

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

39. NOTIFICATION TO FTA and DOT

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

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

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

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

SIGNED FEDERAL FORMS

ATTACHMENT A: EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE STATEMENT

The undersigned states on behalf of the Bidder / Proposer Cache Valley Electric Co.

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

B. Bidder / Proposer designates --

Name Kalvin Watson

Title EEO Officer

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

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

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

Company Name: Cache Valley Electric Co.

Address: 1338 Gustin Road, Salt Lake City UT 84104

Signed: 

Title: Eric Ward, VP

Phone Number: 801-908-4160

ATTACHMENT A-1: DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM

DBE PROJECT GOAL 8%

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



Bidder / Proposer will meet or exceed the DBE goal for this contract. If awarded this contract, Bidder / Proposer will subcontract with the DBEs listed below, which will be performing a total of \$88,800.00 percent (9%) of the total dollar amount of the contract work.

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

<u>DBE Name & Address</u>	<u>Description of Work</u>	<u>\$ Amount of Participation</u>	<u>% of Total Price</u>
Comers Concrete 873 So Orem Blvd Orem UT 84058	Pentograph pole Foundations	\$ 88,800.00	9 %
		\$	%
		\$	%

(Attach additional sheets if necessary)

- Bidder / Proposer **does not** meet the DBE goal for this contract. **Bidder / Proposer certifies that it has made good faith efforts** in accordance with the bid/proposal instructions to meet the DBE goal, but, despite those efforts, has been unable to meet the goal. The Good Faith Efforts Documentation Form (Attachment A-3) is attached to this DBE Participation Form. Please list above ANY DBE participation your firm has committed to.
- Bidder / Proposer **does not** meet the DBE goal for this contract. **Bidder / Proposer certifies that there exists no opportunity for subcontracting as part of this project.** It is the general practice of Bidder / Proposer's firm to perform all work of this nature solely with its own work force and to do otherwise would constitute a violation of industry standards. Attachment A-3, Good Faith Effort Documentation Form, is not required under this selection.

Date: 2/3/2023
 Company Name: Cache Valley Electric Co.
 Signature:
 Printed Name: Eric Ward
 Title: VP



A Certified DBE Company

2/1/2023

Comers Concrete
873 So Orem Blvd. Ste 2
Orem UT 84058

Reference: 22-03675BM Battery Electric Bus - High Powered On-Route and Depot Charging Infrastructure and Civil Contractor Services

(Appropriate Salutation)

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

Please sign this "Letter of Intent to Subcontract" to verify that you are willing to participate and enter into a subcontract with our firm to provide Pentograph charging pole foundation in the amount of \$ \$88,800.00 if our firm is awarded the contract with Utah Transit Authority. **A DBE company has to be certified in the State of Utah and current in its DBE certification. Please attach a copy of a recent certification letter / annual update that states your firm is presently certified as a DBE by the Utah Uniform Certification Program (UUCP).**

DBE firm has read and certifies to the above:

Prime Contractor:

Jessica Brownlow
Signature

[Signature]
Signature

Jessica Brownlow
Printed Name

Eric Ward
Printed Name

Member
Title

VP
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 subcontractor must be listed, and all amounts to be paid to the DBE subcontractor must be specified.

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

A) ATTACHMENT A-3: GOOD FAITH EFFORTS DOCUMENTATION FORM

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

Firm Name	Contact Person	Area of Expertise	Date	Response
Comers Concrete	Russ	Concrete	2/2/2023	Received Quote
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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

Date: 2/3/2023

Signature: 

Printed Name: Eric Ward

Title: VP

ATTACHMENT A-5: EMPLOYMENT PRACTICES / EEO PLAN

A) Contractors 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: _____
(Print name & title)

Solicitation No. _____

Name of Project _____

Location of Workforce _____

Prime Contractor _____

In keeping with UTA policy of nondiscrimination in employment practices, the _____ (Name of Company) has set as a project goal for the utilization of minorities, which is _____ %. Minority goals are formulated in terms of craft work hours performed in a specific Standard Metropolitan Statistical Area (SMSA). (Name of Company) has set as a project goal for the utilization of females, which is 6.9%. The _____ (Company name), by its _____ (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 contractors)

If the contractor 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.



Signature and Title of Company Official (Contractor)

ATTACHMENT B: BUY AMERICA CERTIFICATE

Solicitation No. 22-03675BM

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.

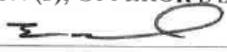
SECTION (2); Certify only for ROLLING STOCK and ASSOCIATED EQUIPMENT: (Mark One)

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)*

 2/1/2023
Signature Date

VP
Title

Eric Ward
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 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 its bid or proposal, the bidder or proposer 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 proposer 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 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.

If the bidder or proposer 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 Proposer Authorized Official

Eric Ward, VP

Name and Title of the Bidder or Proposer Authorized Official

FEDERAL ID # 87-0119840

2/1/2023

Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Instructions for Certification

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

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

- (1) The prospective contractor certifies, by submission of this bid or proposal, 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 contractor is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.
 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 contractor 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 contractor shall provide immediate written notice to UTA if at any time the prospective contractor 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," "proposal," 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 contractor agrees by submitting this proposal 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 contractor further agrees by submitting this proposal 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 Nonprocurement 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

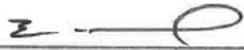
I, Eric Ward, VP, hereby certifies
(Name and Title of Company Official)

on behalf of Cache Valley Electric Co. 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 1st day of February, 2023.

By 
(Signature of Authorized Official)

VP
(Title of Authorized Official)

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

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

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

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

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

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

Date 2/1/2023

Signature  _____

Title VP _____



ATTACHMENT F: SOLICITATION STATISTICS

Dear Subcontractor:

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

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

Firm Name: Cache Valley Electric Co.

Firm Address: 1338 Gustin Road, Salt Lake City UT 84104

Status: Non-DBE DBE

Company's Type of Work: Electrical Contractor

Month/Year firm started: 1915

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 checked="" type="checkbox"/> Caucasian	<input type="checkbox"/> Other

Annual Gross Receipts of the Firm: (check one)

Revised Date: January 2022

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

Name of Solicitation: Battery Electric Bus - High Powered On-Route and Depot Charging Infrastructure and Civil Contractor Services

ATTACHMENT G:

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

Provided that your firms Bid or Proposal is determined to be the winner for this Procurement, (UTA Number: 22-03675BM, Bidder/Proposer: Cache Valley Electric Co., does hereby acknowledge and agree to comply with by signing below, the Authority's requirement to have written subcontracts for all the Work provided for by subcontractors at any tier for the Work awarded to them through this Procurement, and that Bidder/Proposer will pass along all applicable requirements, federal or otherwise, but not limited thereto to all sub tier contractors.

Company Name: Cache Valley Electric Co.

Signed by:  _____

Title: VP

Date: 2/1/2023

EXHIBIT E

PLEASE REFERENCE THE FOLLOWING APPENDICES FROM THE RFP.

APPENDIX V- Project Specifications (See PDF attachment)

APPENDIX VI - Project Design Plans (See PDF attachment)

APPENDIX VII-Depot Charging Product Sheets & Installation Guides (See PDF attachment)

APPENDIX VIII-ABB'S Heavy Vehicle Charger (HVC) Product Sheets & Installation Guides (See PDF attachment)

APPENDIX IX-Intermodal Hub Site Management Plan_DERRE-2007-00463 (See PDF attachment)

EXHIBIT F

	Mechanical Engineering Electrical Engineering Technology Engineering Acoustical Engineering Lighting Design Theatre Design Fire Protection Engineering Building Commissioning	Salt Lake City Phoenix St. Louis Baltimore [p] 800-678-7077 www.spectrum-engineers.com
	SPECTRUM ENGINEERS	

Addendum - 01

Date:	January 11, 2023	From:	Lance Kobayashi, BSEE
To:	Bidding Group	Email:	Lance.kobayashi@speceng.com
Company:	SLC DPS	Phone:	801-401-8490
Job:	UTA Tooele Senior Center EV Depot Chargers	Re:	
Job No:	2100705		

This Addendum shall be considered part of the Contract Documents and Project Manual for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original Contract Documents and Project Manual, the Addendum shall govern and take precedence.

Electrical Addendum

Drawings: See attached.

1. E101 –
 - a. Revised panel “P” to be located outside “CTM’
 - b. Exterior transformer shown.
 - c. Added equipment mounting rack and callout.
2. E502 –
 - a. Added detail.
3. E601 –
 - a. Revised one-line diagram.
 - b. Revised Panel schedule “P”
 - c. Revised AIC Calc.
 - d. Added keynote.

END

Attachments <E101, E502, EP601>



Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 4/26/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Dean Hansen, Systems Engineering Manager

TITLE:

Change Order: On-Call Systems Maintenance Task Order #23-012 - 5300 S. to 5400 S. Construction (Rocky Mountain Systems Services)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve task order #23-012 (5300 S.-5400 S. Construction) to on-call systems maintenance contract with Rocky Mountain Systems Services (RMSS) and authorize the Executive Director to execute task order and associated disbursements in the amount of \$1,615,102.

BACKGROUND:

Following Board of Trustees approval on February 24, 2021, UTA executed contract 20-03382VW with Rocky Mountain Systems Services (RMSS) for on-call systems maintenance on March 2, 2021. The term of this contract is for three years with two one-year term options. RMSS was selected based on best value procurement methodology. On November 18, 2022, UTA approved change order #23-001 to exercise the two, one-year term options, ending on December 31, 2025, however it is the intention of UTA to terminate the contract early and re-procure the master task ordering agreement. The original contract value was estimated at \$15,000,000. On April 12, 2023, the UTA Board of Trustees approved an increase of the estimated contract value to \$30,000,000.

Typical task orders under this contract include:

- Support for rail and maintenance of way systems
- Upgrades, repairs, analysis, and training of train control systems
- Monitoring and analysis of stray current
- Repair, maintenance, and training of overhead contact systems and traction power substations

- Inspection, connection, and repair of traffic signals
-

DISCUSSION:

UTA is requesting approval of task order #23-012 with RMSS. This task order upgrades the 5300 South & 5400 South TRAX crossovers from electric locks to signalized interlockings with powered switch machines and replaces the existing signal houses. Modifications to the following locations are required to fully integrate the changes into the system:

- Vine Street - Reconfigure northbound crossing
 - S92544RC - Removal of existing signals and all applicable equipment
 - S9122RC - Install new signal processor
 - 5813 South - Modifications to allow bi-directional operation
 - 5900 South - Modifications to allow bi-directional operation
 - 6100 South - Modifications to allow bi-directional operation
 - Lovendahl - Install wayside software
 - Sugar - Install wayside software
 - Jordan River - Install back-office software
-

CONTRACT SUMMARY:

Contractor Name:	Rocky Mountain Systems Services (RMSS)
Contract Number:	20-03382VW-23-012
Base Contract Effective Dates:	March 2, 2021, through December 31, 2023
Extended Contract Dates:	through December 31, 2025
Existing Contract Value:	\$17,523,426
Amendment Amount:	\$1,615,102
New/Total Contract Value:	\$19,138,528
Procurement Method:	RFP best value modification (Master Task Ordering Agreement)
Budget Authority:	2023-2027 Capital Plan

ALTERNATIVES:

Disapprove task order. The existing TRAX crossovers require hand-operated switching which poses a safety risk to operators. Hand-operated switching is also less efficient and requires more time and resources to operate.

FISCAL IMPACT:

Costs for this task order total \$1,615,102, which is included in the 2023-2027 Capital Plan

ATTACHMENTS:

Task Order #23-012

TASK ORDER NO. 23-012

TASK ORDER NAME: 5300-5400 S. Construction

PROJECT CODE: SGR-404

This is Task Order #23-012 to the On-Call Maintenance Contract entered into by and between Utah Transit Authority (UTA) and Rocky Mountain Systems Services, (Contractor) as of February 24th, 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 #23-012 is hereby attached and incorporated into this Task Order.

2.0 SCHEDULE

The Substantial Completion Date for this Task is September 30, 2023. The Final Acceptance Date for this Task is September 30, 2023.

3.0 LUMP SUM PRICE

The price for this task order is a not to exceed \$1,615,102. 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:

ROCKY MOUNTAIN SYSTEMS SERVICES:

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

DocuSigned by:
By: Dan Meservey _____
EEBD0B44A1004CA...

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

Date: 4/2/2023 _____

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

By: _____ Date
Dean Hansen, Systems Engineering Manager < \$25,000

DocuSigned by:
Mike Ball 4/3/2023
Legal Review Date Procurement Review Date
70E33A415BA44F6...



March 20, 2023

RMSS-52598-070

Mr. Dean Hansen
Manager of Systems Engineering
2264 South 900 West
Salt Lake City, UT 84119

Reference: Utah Transit Authority – Systems On-Call Services

Subject: 5300S/5400S Powered Crossovers - Construction

Dean,

Rocky Mountain Systems Services (RMSS) is pleased to provide a proposal for the construction phase of upgrading the 5300S & 5400S TRAX crossovers. This will upgrade both crossovers from electric locks to fully signalized interlockings with powered switch machines, with each set of crossovers functioning as an independent interlocking. The modifications will also include a bi-directional signaling element between 5300S Crossover (Ash Interlocking) and Sugar Interlocking on both main tracks. This includes modifying the affected reverse running crossing approaches. Lastly, this work includes upgrading the current ElectroCode 4 Plus equipment to ElectroLogIXS at the S9122 (5810/5811) Intermediate Signal location. This task order coincides with previous task orders 19, 26, and 28 for design and procurement of long lead items at these locations.

Our lump sum price for this proposal is **\$1,615,102.00**

The scope of work covered in this proposal at the listed locations is outlined in the attached documents and as follows:

- Vine Street Grade Crossing
 - Reconfigure existing NB crossing approach (both tracks) AFTAC equipment applicable to the removal of signals 5000/5001
- S9244RC (5000/5001)
 - Remove and retire existing signal CIH, associated signals, impedance bonds, and applicable wiring/cable
- Ash Interlocking (5300 So crossover)
 - Removal
 - Remove and retire S9220 switch case, applicable electric locks, lifting block derail, and wiring/cable
 - Installation
 - 1 ea. new 8 x 12 CIH with applicable wiring, equipment, LCP, and foundations
 - 5 ea. new signals (masts, LED heads, ladders, and foundations)
 - 2 ea. route indicators (masts, LED heads, and foundations)
 - 4 ea. POSM – 3 for switches, 1 for a split point derail



- 3 ea. natural gas hot air blower switch heaters with ductwork, 1 ea. cal rod switch heater for the derail, control panels, and radios
- 8 ea. new impedance bonds with associated 500 MCM bonding
- Applicable new track circuits
- Incorporate S9212SWC battery backup from new CIH
- Reconfigure S9212SWC utility power to be supplied from new Ash Interlocking CIH
- Incorporate existing Mid Jordan route selector functionality at the Murray Central south platform into new CIH
- Applicable new conduit runs and pull boxes
- Applicable new field cable
- Applicable new power/signal bonding
- Testing – static and dynamic as required
- S9199RC Switch Case
 - Installation
 - 1 ea. new 30” case with foundations to be installed adjacent to existing case to provide battery back up
 - Reconfigure case utility power to be supplied from new Ash Interlocking CIH
 - Incorporate block repeater circuits into new Ash Interlocking CIH
 - Applicable new conduit runs and pull boxes
 - Applicable new field cable
 - Testing – static and dynamic as required
- Hunter Interlocking (5400 So crossover)
 - Removal
 - Remove and retire existing S9179RC signal CIH, impedance bonds, and applicable wiring/cable
 - Remove and retire S9182 switch case and applicable wiring/cable
 - Remove and retire S9173 switch case, associated electric locks, and wiring/cable
 - Installation
 - 1 ea. new 8 x 12 CIH with applicable wiring, equipment, LCP, and foundations
 - 2 ea. new signals (masts, LED heads, ladders, and foundations)
 - Reposition existing S9178/5401 (new MI4) signal head and ladder assembly
 - 2 ea. power operated switch machines with layouts
 - 2 ea. gas hot air blower switch heaters with ductwork, control panels, and radios
 - 8 ea. new impedance bonds with associated 500 MCM bonding
 - Applicable new track circuits
 - Incorporate S9183A EL and S9138B switch indication into new CIH
 - Applicable new conduit runs and pull boxes
 - Applicable new field cable
 - Applicable new power/signal bonding
 - Testing – static and dynamic as required
- S9122RC (5810/5811 Intermediate)



- Removal
 - Remove 2 ea. existing EC4 plus boxes and associated wiring in the CIH
- Installation
 - 1 ea. new ElectroLogIXS vital signal processor with associated wiring and communications connections
 - 2 ea. new LED signals heads (to be mounted to existing signal masts and ladders/platforms are to be reconfigured)
 - New field cable
- Testing – static and dynamic as required
- Lovendahl Interlocking
 - Testing – static and dynamic as required for additional aspects at SL6 (software only)
- Sugar Interlocking
 - Replace existing 2 aspect signal head with new 3 aspect signal head
 - Testing – static and dynamic as required
- Grade Crossing approach upgrades – modify reverse run crossing approaches to allow bi-directional operation between Ash Interlocking and Sugar Interlocking by utilizing overlapping/existing AFTAC circuits and DAXing over vital communication links to adjacent locations
 - Installation of RS232/fiber modems, updated software, and the removal of existing applicable AFTAC equipment and associated wiring at the following locations:
 - 5813 South grade crossing and associated coupler cases
 - 5900 South grade crossing and associated coupler cases
 - 6100 South grade crossing and associated coupler cases
 - Reconfiguration of existing AFTAC frequencies between new Hunter Interlocking and S9122RC (5810/5811 Intermediate)
 - Testing – static and dynamic as required
- Design and implement TDX office changes to reflect applicable new locations and functionality.
- Procurement of various materials not previously included in the long lead procurement under Task Order 28

Clarifications

1. On-call overhead personnel will be used for signal testing; however, this project will require additional testing personnel to be brought in as applicable.
2. RMSS to provide AIS conduit layout drawings per the request of UTA.
3. Any hazardous material encountered during construction will remain within the UTA ROW. RMSS will perform work in accordance with approved UTA Trenching Work Plan.
4. Formal training for UTA MOW and Operations personnel will be basic familiarization of the new locations only. RMSS will not provide any training submittals.



Assumptions

1. Full cutover of the new Ash and Hunter Interlockings is assumed to be performed in two phases:
 - a. Phase 1 – in conjunction with the civil shutdown
 - i. Installation of M23A switch machines to replace existing electric locks and switch circuit controllers
 - ii. IJ's - RMSS will bond around applicable new IJ's to permit the signal and crossing systems to remain in current operation.
 - iii. Operations into Murray Central station
 1. No-Bo's/insulators for OCS to be installed by UTA for the NB and SB OCS isolation (south of the station)
 - a. RMSS to provide oversight only
 2. Vine Street NB crossing approaches
 - a. Shorten NB approach on NB track
 - i. Installation of temp track wires into existing coupler case required
 - b. Remove SB track NB approach SNBT from service
 - c. Crossing approaches will be returned to existing service after the civil shutdown until Phase 2 cutover of Vine Street.
 - d. No temp software required
 - b. Phase 2
 - i. To be performed during regular and extended (weekends) non-revenue hours:
 1. Cut over of bi-directional signaling between S9122RC (5810/5811 Intermediate) and Sugar interlocking, associate grade crossing approaches, and the new ELX at S9122RC (5810/5811 Intermediate)
 2. Installation of M23A switch machine in conjunction with civil installation of the new split point derail in the Murray Central siding. POSM will operate as a hand throw and switch controller to replace the existing lifting block derail until full cutover of Ash Interlocking.
 - ii. To be performed during two (2) weekend shutdowns (Friday night through Mon morning):
 1. Cut over of new Ash and Hunter Interlockings
 2. Cut over of Vine Street grade crossing NB approaches
2. Schedule assumptions are as follows:
 - a. Phase 1 – 4/23/2023-5/18/2023
 - i. The pricing in this proposal is based on RMSS access and construction to the work site during the Phase 1 shutdown.
 - ii. RMSS reserves the right to recover additional costs incurred due to inadequate access for construction activities during the shutdown.
 - b. Phase 2 - Mid June 2023 – October 2023
3. Insulated joints
 - a. Removal of 5000/5001 IJ's by others. RMSS will bond around existing IJ's if necessary until they can be removed.



- b. New IJ's will be by others. RMSS will coordinate with others for placement of new applicable IJ's
- 4. New CIH's will be placed within existing UTA ROW.
- 5. RMSS will utilize existing duct bank and pull boxes to the extent possible.
- 6. Power and gas service
 - a. Refer to attached utility layouts for scope breakout
 - b. Power service cable from ground sleeves to meters by UTA/Murray Power
 - c. Power service transformers by UTA/Murray Power
 - d. Gas service lines from Dominion main line to meters by UTA/Dominion
 - e. Power and gas services from the meters to applicable appurtenances to be by RMSS.
- 7. Pull boxes and conduit for future Red Signal Enforcement and TWC functionality will be performed with this project
- 8. Fiber optic work and removal of existing fiber patch panel at S9244RC (5000/5001) will be performed in conjunction with the UTA Fiber Optic Upgrade project.
- 9. Any applicable Systems Integration Testing to be performed by UTA with RMSS support.

Exclusions

- 1. Any costs associated with bus bridges or train operations in conjunction with cutting over all new locations and functionality.
- 2. Hazardous material handling permits or compliance documentation.
- 3. Spare parts – no spare parts will be included with this proposal.

This proposal is valid for 60 days, unless extended in writing by RMSS.

If you need any additional information, please do not hesitate to contact us.

Sincerely,

Travis Baxter
Project Manager
Rocky Mountain Systems Services

Attachments:

- 5300S_5400S Powered Crossovers – Cost Estimate
- 5300S_5400S Utility Scope Markup Drawings

cc:

Anthony Ortolani - RMSS
Marshall Wilson – RMSS
Dan Meservey – RMSS
Doug Jones - RMSS

Procurement lead times may be affected by Covid-19 pandemic
Our pricing is in U.S. Dollars, F.O.B. Salt Lake City UT, and excludes all allowances, taxes, tariffs, licenses, and permits

UTA - On Call

RMSS-52598-070 5300S/5400S Powered Crossovers - Construction



Task Order Estimate Summary

3/20/2023

Subcontractors	\$	163,000.00
Materials	\$	338,703.84
Administrative	\$	129,181.00
Design/Engineering	\$	28,596.92
Construction/Testing	\$	622,658.00
Travel & Perdiem	\$	12,000.00
Other Costs and Fee	\$	320,962.00
Total:	\$	<u>1,615,101.76</u>



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 4/26/2023

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

TITLE:

Change Order: Program Management Services Change Order 23-01 - Services Increase (HNTB Corporation)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize Executive Director to execute the following: Change Order 23-01 to the contract and associated disbursements with HNTB Corporation in the not to exceed (NTE) amount of \$7,845,520 for the initial three-year contract period through April 2024.

BACKGROUND:

Following approval by the Board of Trustees on April 14, 2021, UTA and HNTB entered into a professional services agreement to provide program management services for an initial term of three years with up to two additional one-year option periods, which would require future board approval. The original three-year contract amount is \$17,086,498. At the end of 2022 (20 months into the 36-month contract duration), the HNTB team has billed approximately \$10,600,000, leaving \$6,480,000 remaining budget to cover the remaining 16 months of the initial three-year contract period.

At the beginning of 2023, the HNTB team was supporting sixty-eight Capital, SGR, Planning, TOD, and Vehicle projects in various capacities. In addition, the team was supporting numerous program initiatives. The estimated cost to support these projects and program initiatives for the 2023 calendar year was \$9,630,000 with \$6,480,000 available. It was decided to budget the 2023 program up to the contract limit with the intent of executing a contract amendment if/when needed. The current amendment is to cover the anticipated program management services requirements through April 2024.

DISCUSSION:**Contract Amendment:**

Several factors are influencing the need for a contract amendment. These include the following:

1. Due to HNTB contract capacity, as of March of 2023, several projects and program initiatives are at risk of stoppage or delay.
2. Several new tasks have been requested of HNTB by various UTA staff; however, there is no available contract capacity to initiate these tasks.
3. The FrontRunner related work (Business Plan, oversight activities, South Valley Transit, and corridor preservation projects) are being transitioned to the HNTB contract. This includes CocoConsult and Kimley-Horn's established scope on these projects.
4. This change order value includes enough contingency to get us through the initial 3-year contract period of April 2024.

The costs associated with this contract are billed by the hour for the agreed upon hourly rate per individual. Only hours worked on approved UTA Projects are billed to the contract.

Additional detail related to these items is included in the HNTB Contract Modification 1 Scoping document.

CONTRACT SUMMARY:

Contractor Name:	HNTB Corporation
Contract Number:	20-03384VW-01
Base Contract Effective Dates:	April 17, 2021-April 16, 2024
Extended Contract Dates:	N/A
Existing Contract Value:	\$17,086,498.00
Amendment Amount:	\$7,845,520 NTE
New/Total Contract Value:	\$24,932,018 NTE
Procurement Method:	RFQu- Best Qualifications
Budget Authority:	2023-2027 Capital Plan

ALTERNATIVES:

Disapprove change order. This would require UTA to issue a Request for Qualifications for a new Program Management Services Consultant and award a new contract.

FISCAL IMPACT:

Funding to come from existing 2023-2027 Five Year Capital Plan

ATTACHMENTS:

Change Order 23-01

Change Order 23-01 Scoping Document

Utah Transit Authority
 669 West 200 South
 Salt Lake City, Utah 84101
 Phone: (801) 741-8885
 Fax: (801) 741-8892



CHANGE ORDER

No. 1

TITLE: HTNB Contract Budget Adjustment
 PROJECT/CODE: MUL2020 - HNTB PMCS Contract
 TO: HNTB Corporation
 ATTN: Jason Bleyl

DATE: 4/6/2023
 This is a change order to CONTRACT No: 20-03384VW

DESCRIPTION OF CHANGE: Brief scope, references to scope defining documents such as RFIs, submittals, specified drawings, exhibits, etc.

Several factors are influencing the need for a contract budget adjustment. These include the following:

1. Due to dwindling HNTB contract capacity, as of March of 2023, several projects and program initiatives are at risk of stoppage or delay.
2. Several new tasks have been requested of HNTB however there is no available contract capacity to initiate these tasks.
3. The scope of several tasks has grown beyond what was planned for at the beginning of the year.
4. The FrontRunner related work (Business Plan, oversight activities, South Valley Transit, and corridor preservation projects) are being transitioned to the HNTB contract. This includes CocoConsult and Kimley-Horn's established scope on these projects.
5. This change order number includes enough contingency to get us through initial 3-year contract period of April 2024.

Direction or Authorization to Proceed (DAP) previously executed: YES ___ NO X

It is mutually agreed upon, there is a schedule impact due to this Change order: YES ___ NO X

The amount of any adjustment to time for Substantial Completion and/or Guaranteed Completion or Contract Price includes all known and stated impacts or amounts, direct, indirect and consequential, (as of the date of this Change Order) which may be incurred as a result of the event or matter giving rise to this Change Order. Should conditions arise subsequent to this Change Order that impact the Work under the Contract, including this Change Order, and justify a Change Order under the Contract, or should subsequent Change Orders impact the Work under this Change Order, UTA or the Contractor may initiate a Change Order per the General Provisions, to address such impacts as may arise.

Current Change Order		Contract		Schedule	
Lump Sum:	-	Original Contract Sum:	\$17,086,495	Final Completion Date Prior to This Change:	4/16/2024
Unit Cost:	-	Net Change by Previously Authorized Changes:	\$0	Contract Time Change This Change Order (Calendar Days):	0
Cost Plus:	-	Previous Project Total:	\$17,086,495	Final Completion Date as of This Change Order:	4/16/2024
T&M NTE:	\$7,845,520	Net Change This Change Order:	\$7,845,520		
Total:	\$7,845,520	Current Project Total:	\$24,932,015		

ACCEPTED Signed by:
 By: Jason Bleyl
 Date: 4/16/2023

Jason Bleyl
 HNTB Corporation

By: _____
 Date: _____
Dan Hofer
 Project Manager <\$25,000

By: _____
 Date: _____
David Hancock
 Director of Capital Development <75,000

By: _____
 Date: _____
Mary DeLoretto
 Chief Service Dev Officer <\$200,000

By: _____
 Date: _____
Vicki Woodward
 Procurement

DocuSigned by:
 By: Mike Bell
 Date: 4/16/2023
Mike Bell
 Attorney General >\$10,000

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



Change Order Summary Worksheet
 Previously Authorized Changes

Contract 20-03384VW HNT

Change Order No	Date	Amount of CO	Running Contract Total	Subject
Original Contract			\$17,086,495	
Total to Date		\$		



UTA PMSC – HNTB Contract Modification 1 Scoping Document

This document outlines the major projects, program initiatives, and associated HNTB team level of effort needed to support the program through the duration of the contract at its current level. The accompanying contract amendment budget shown in 'CO-01HNTB Contract Modification 1 Estimate' provides the budget detail. It is divided into two parts including 1) additional budget needed to support the program through the remainder of the 2023 calendar year; and 2) additional budget to support the program through the end of the contract term (January 1 to April 16, 2024). This document is primarily focused on new task requests, major projects, and program initiatives and is intended to provide justification for the proposed contract modification budgets. The table below outlines each project and program initiative with a description of the HNTB support to date and moving forward.

Project/Program Initiative	HNTB Team Support to Date	HNTB Team Future Support	Justification for Contract Modification
Program and Project Delivery Systems (MSP265)	This project task includes a number of program initiatives including the following: <ol style="list-style-type: none"> 1. Design Criteria update 2. Standard Specification development 3. Standard Drawings development 4. Construction Handbook development 5. Misc. Capital Development Procedures 6. Non-Revenue Fleet Vehicles Management Plan 7. Procure integration support 	The team will continue to support the following initiatives under this task: <ol style="list-style-type: none"> 1. Design Criteria Update – through October of this year 2. Standard Specifications – through June of this year 3. Standard Drawings – Ongoing as identified 4. Construction Handbook – through June of this year 5. Misc. Capital Development Procedures – Ongoing as identified 6. Non-Revenue Fleet Vehicles Management Plan – through April of this year for Phase 1 – additional support needed for implementation. 7. Procure integration support – Ongoing through contract term 8. Project Management Best Practices – future task identified 9. Standardized Work Breakdown Structure – future task identified 	The budget for this task is projected to be depleted by the second week in May. This is based on the current weekly level of effort to support the activities shown in the 'HNTB Team Support to Date' column.
Capital Development Program Support (MSP265)	The project team are currently supporting the following items under this task: <ol style="list-style-type: none"> 1. Grant application support 2. Grants management (IPCS and Trams) 3. 3-Year DBE Goals support for Civil Rights – NEW TASK 4. 10-Year Unconstrained Transit Plan – NEW TASK 	The team will continue to support the tasks identified in the 'HNTB Team Support to Date' task. The 10-Year Unconstrained Transit Plan task recently added - the budget to complete this task has not been defined.	The additional budget identified for this task is based on continued grants management support and estimates developed for supporting the Corridor ID grant application and the 3-Year DBE Goals support. No budget added to this task for the 10-Year Unconstrained Transit Plan work.
Community Engagement and Public Involvement (MSP265)	Kimley-Horn and Fehr & Peers have been providing support to UTA's outreach team lead by Megan Waters.	Megan has requested additional work from our team to support UTA's master communications plan, increasing our role on several projects.	Additional budget identified is based on projections from Kimley-Horn and Fehr & Peers needed to support Megan's team.
Project Controls (MSP265)	The project team has been providing project controls support on numerous smaller projects. Laren Livingston assigned additional work from Dan Hofer due to Dan's asset management focus and Gregg Larsen's move to the Grants Department.	The HNTB team will continue to provide project controls support to projects as assigned. Laren Livingston will continue to assume the project controls related duties of Dan Hofer and Gregg Larsen.	The additional budget identified is based on Laren Livingston's increased role and the addition of another full-time project controls specialist.
MOW Training Yard (MSP271)	The project team has provided systems/signals support and design support for this project. Design support included drainage design in coordination with UTA and South Salt Lake City.	It's anticipated that future support will primarily consist of systems/signals in addition to construction management and oversight. Additional civil design support may be added at the discretion of the UTA PM.	Additional budget coordinated with Dean Hansen on systems/signal support needed.
Davis-SLC Community Connector (MSP202)	HNTB and Fehr & Peers have been supporting the following activities on this project: <ol style="list-style-type: none"> 1. Coordinated LPA with stakeholders 2. Refined alignment details and bus stops/stations 3. Developed scope of work and RFQ for environmental and design 4. Prepared materials for Small Starts grant application 	The team will continue to support the UTA PM with consultant selection, environmental and design oversight, and Federal funding/grant materials.	Additional budget identified is based on current weekly level of effort year-to-date. It's expected that the level of involvement will remain constant.
TIGER Program of Projects (MSP205)	The project team has been providing project controls and design/construction oversight for the project.	Continued support for project controls and oversight activities through the end of November.	Additional budget identified is based on current weekly level of effort year-to-date. It's expected that the level of involvement will remain constant.
3300/3500 South MAX Exp/Optimization (MSP207)	Support for this project limited to project controls support.	Upon the departure of Brandon Heath, the HNTB team will be leading this project.	The existing budget for this project limited to project controls support only. Additional budget needed for the team to manage and perform oversight activities (design reviews, project management, etc.).



Planning and Environmental Analysis (MSP248)	Support work to date on this project has been minimal.	The project team will support the update of the Environmental SOPs – NEW TASK	Additional budget identified estimated and coordinated with Patti Garver.
FrontRunner Forward (MSP252)	HNTB team involvement on this project has been minimal due to Kimley-Horn's existing contract. CocoConsult has been supporting this project under HNTB's contract since the beginning of 2023.	The primary support on this project will consist of Kimley-Horn and CocoConsult. Kimley-Horn work will be included under the HNTB contract once their existing contract is terminated in May.	Additional budget coordinated with Janelle Robertson for remaining Kimley-Horn scope to be completed under the HNTB contract.
Midvalley Connector (MSP253)	The project team has been providing project management support, design oversight, Federal funding coordination, ROW procurement, and other activities as assigned.	Continued support associated with Federal funding (grant management), procurement, design oversight, ROW procurement activities, and general project management support.	Additional budget identified is based on current weekly burn rate year to date. It's expected that the level of involvement will remain constant.
South Valley Transit (MSP264)	HNTB team involvement on this project has been minimal due to Kimley-Horn's existing contract. CocoConsult has been supporting this project under HNTB's contract since the beginning of 2023.	The primary support on this project will consist of Kimley-Horn and CocoConsult. Kimley-Horn work will be included under the HNTB contract once their existing contract is terminated in May.	Additional budget coordinated with Janelle Robertson for remaining Kimley-Horn scope to be completed under the HNTB contract.
Bus Stop Enhancements (SGR407)	Kristi Shinnall has assumed management responsibilities for UTA's bus stop program. Project support to date has been primarily focused on planning and coordination with service planners on bus stop infrastructure, process, and priorities.	Kristi Shinnall will continue to manage the bus stop program including Brandon Heath's responsibilities. This work will consist of continued project management, design, design oversight, and procurement related activities.	Additional budget required for Kristi's support in addition to bringing on other team members for management, design, and design oversight support. Current budget will be exhausted by the first week in May.
Bridge Rehabilitation and Maintenance (SGR359)	Support work to date on this project has been minimal.	The project team will support the bridge load rating program (82 structures) that is due at the end of the year.	Additional budget to support bridge load rating analysis.
Traction Power Rehab/Replacement (SGR397)	Design and construction oversight.	Continued design and construction oversight.	Budget coordinated with Dean Hansen and is consistent with existing weekly level of effort.
OCS Training Material for MOW	Design oversight and technical support.	Continued design oversight and technical support.	Budget coordinated with Dean Hansen and is consistent with existing weekly level of effort.
SL Central HQ Office (MSP262)	Kimley-Horn providing project management and procurement support.	Kimley-Horn will provide continued project management support and design oversight. Terracon will provide geotechnical investigation and environmental sampling/testing.	Additional budget required based on existing weekly level of effort with verification from the TOD group that continued support is needed from Kimley-Horn with the addition of geotechnical and environmental sampling/testing budget.
Other Projects/Tasks	Project management, project controls, design, design oversight, construction oversight, procurement support, and other activities as assigned.	Continued support on projects as needed.	Several projects/tasks require additional budget for continued support through the remainder of the year. Requested budget amounts are based on average weekly level of effort projected to the end of the calendar year.

HNTB CORPORATION

Jason Bleyl  (Signature)
Digitally signed by Jason Bleyl
 DN: c=US,
 email=jbleyl@hntb.com, o=HNTB,
 ou=HNTB, cn=Jason Bleyl
 Date: 2023.03.28
 10:16:32-0600'

Jason Bleyl, P.E.
 Project Manager
 Program Management Services

Utah Transit Authority

DocuSigned by:
 (Signature)
4D26CC63DEBD416...

David Hancock
 Director of Capital Development



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 4/26/2023

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

TITLE:

Fare Agreement: Special Events Agreement for Ogden Twilight Concert Series (Ogden City Corporation)

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Approve and authorize the Executive Director to execute a Special Events Pass Agreement with Ogden City Corporation for the amount of \$31,500.

BACKGROUND:
UTA has historically partnered with Ogden City Corporation to offer ticket-as-fare to the Corporation's Twilight Concert Series. This partnership allows ticket holders to use their event ticket to ride UTA services on the date printed on the ticket. Valid services include Bus, TRAX, FrontRunner, Streetcar, BRT, and Microtransit.

The concert series will once again take place in 2023, and both Ogden City Corporation and UTA desire to partner together to offer ticket-as-fare to the event's ticket holders.

DISCUSSION:
Staff recommends continuing to partner with Ogden City Corporation to offer the Special Events Pass Agreement for their Twilight Concert Series. The pricing for the 2023 concert series will be a flat contract rate of \$31,500. Contract rates are based on estimated usage of the event ticket by authorized users. To calculate the pricing for this contract, Historical Automatic Passenger Counter (APC) data was analyzed and actual usage was estimated

CONTRACT SUMMARY:

Contractor Name:	Ogden City Corporation
Contract Number:	23-F0342
Base Contract Effective Dates:	June 1, 2023 through September 30, 2023
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$31,500
Procurement Method:	N/A
Budget Authority:	N/A

ALTERNATIVES:

Do not enter into an agreement and forego the additional revenue

FISCAL IMPACT:

\$31,500 in additional revenue

ATTACHMENTS:

- 1) Contract

SPECIAL EVENTS PASS AGREEMENT
Ogden City Corporation

This Special Events Pass Agreement (“Agreement”) is entered into on this 1st day of April, 2023, by and between the and Ogden City Corporation, a Utah municipal corporation whose address is 2549 Washington Blvd., Ogden, UT 84401 (“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, Sponsors hosts a Twilight Concert Series on a weekly basis from June 1, 2023 through September 30, 2023.

WHEREAS, Sponsor desires to purchase transit passes for transportation to its Twilight Concert Series using UTA’s transit system.

WHEREAS, the parties desire to establish a program whereby Sponsor is authorized to purchase transit passes for those attending its Twilight Concert Series.

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 Agreements and in the Agreement, the mutual benefits to the parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. Twilight Concert Pass Program. The Parties agree to establish a Twilight Concert Pass Program whereby Sponsor purchases transit passes for ticket holders to its Twilight Concert Series (the “Special Event Transit Pass”).
2. Authorized Users. Upon the terms and conditions contained herein, UTA agrees to allow Sponsor to provide a Special Events Transit Pass to Twilight Concert Series ticket holders (“Authorized Users”) attending concerts at the Ogden Amphitheater in 2023. Sponsor agrees to provide UTA with the final event dates and start times by May 1, 2023.
3. Price. Sponsor shall pay UTA the base purchase price:

Base Price	Authorized Users (Tickets Holders)
\$31,500	63,000

Sponsor shall also provide 20 VIP Sponsor badges to UTA entitling the wearers to non-alcoholic beverages and seating in the reserved VIP section and 20 VIP Guest badges entitling the wearers access to the reserved VIP sponsor section and hospitality area. The donated tickets as listed above will be delivered no later than one (1) week prior to the start of the first show of the concert series. The donated tickets will be given to the public through promotional campaigns to cross-promote the show and using transit.

4. Pass Recognized as Fare Payment. An Authorized User's ticket to a Twilight Concert shall serve as a Special Event Transit Pass when: (1) printed with the UTA logo, attached hereto as Exhibit "A" (the "UTA Logo") and (2) used for fare payment on the date of the concert stated on the ticket. The Special Events 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, Express Bus Routes, and Microtransit on the day of the concert. The Special Events Transit Pass shall not be recognized as fare payment on Paratransit Service, Park City Connect Service, Ski Service or any other special service.
5. Payment. On or before June 1, 2023, UTA shall invoice Sponsor for the amount owed as described in Paragraph 3. Sponsor shall pay the invoiced amount within fourteen 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.
6. 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 or 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. The UTA Logo shall be used in a professional manner on the Twilight Concert Series main entrance, VIP area, stage banners, website, and posters; and in print advertising for the Series.
 - c. Notwithstanding the foregoing, the UTA Logo may not be used in any manner that: 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 business or organization, or Sponsor's products or services or that might be reasonably construed as support or encouragement to purchase or utilize Sponsor's products or 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 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.
7. Pass Distribution. Sponsor shall be solely responsible for issuing Special Event Transit Passes to Authorized Users.
8. Public Transit Services. The Parties understand that the transit services being purchased 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 Special Event Transit Passes as proof of fare payment to UTA bus operators and fare inspectors. Authorized Users who do not have possession of a Special Event 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.
9. 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, 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 participation in this Agreement. Both parties are subject to the provisions of the Utah Governmental Immunity Act. 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.
10. Termination. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least forty-five (45) days prior to the termination date. If UTA terminates this Agreement before the Twilight Concert Series ends, Sponsor shall pay the amount described in Paragraph 3 for the concerts for which UTA provided transportation services.
11. Nondiscrimination. Sponsor agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of 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. 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.

UTAH TRANSIT AUTHORITY

SPONSOR

By: _____
 Name:
 Title:

By: _____
 Name:
 Title:

By: _____
 Name:
 Title:

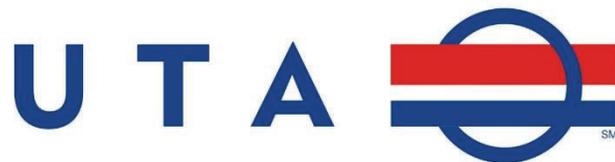
By: _____
 Name:
 Title:

APPROVED AS TO FORM:

DocuSigned by:


 70E33A415BA44F6...
 Mike Bell
 UTA Counsel

Exhibit "A"
UTA Logo





Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 4/26/2023

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

TITLE:

Fare Agreement: Special Events Agreement for Salt Lake Twilight and Kilby Court Concert Series (S&S Presents)

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:

Approve and authorize the Executive Director to execute a contract with S & S Presents, for a Special Events Pass Agreement for the Salt Lake Twilight and Kilby Court Concert Series.

BACKGROUND:

UTA has historically partnered with S&S Presents to offer ticket-as-fare to the Salt Lake Twilight Concert Series. This partnership allows ticket holders to use their event ticket to ride UTA services on the date printed on the ticket. Valid Services include Bus, TRAX, FrontRunner, Streetcar, BRT, and Microtransit.

The concert series will once again take place in 2023, additionally S&S will be hosting a Kilby Court concert series. Both Parties desire to partner together to offer ticket-as-fare to the event's ticket holders for both concert series.

DISCUSSION:

Staff recommends continuing to partner with S&S Presents to offer the Special Events Pass Agreement for their Twilight Concert Series and Kilby Court Concert Series. The pricing for the 2023 concert series will be a flat contract rate of \$34,875. Contract rates are based on estimated usage of the event ticket by authorized users.

To calculate pricing for this contract:

- 2022 Automatic Passenger Counter data was analyzed
 - Actual usage was estimated
-

CONTRACT SUMMARY:

Contractor Name:	S&S Presents
Contract Number:	23-F0339
Base Contract Effective Dates:	June 1, 2023 through September 30, 2023
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$34,875
Procurement Method:	N/A
Budget Authority:	N/A

ALTERNATIVES:

Do not enter into an agreement and forego the additional revenue

FISCAL IMPACT:

\$34,875 in additional revenue

ATTACHMENTS:

- 1) Contract

SPECIAL EVENTS PASS AGREEMENT

This Special Events Pass Agreement (“Agreement”) is entered into on this 1st day of April, 2023, by and between the and ~~S&S Presents~~ ^{S&S Presents} a Utah municipal corporation whose address is ~~350 E 400 S #301, Salt Lake City, UT 84111~~ ^{350 E 400 S #301, Salt Lake City, UT 84111} (“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 a “Party,” all as governed by the context in which such words are used.

RECITALS

WHEREAS, Sponsor hosts a Salt Lake Twilight Concert series on a weekly basis from June 1, 2023 through September 30, 2023; and Sponsor will host Kilby Court Concert series on May 12-14, 2023. Hereafter, known collectively as “Concert Series;”

WHEREAS, Sponsor desires to purchase transit passes for transportation to its Concert Series using UTA’s transit system; and

WHEREAS, the parties desire to establish a program whereby Sponsor is authorized to purchase transit passes for those attending its Concert Series;

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 Agreements and in the Agreement, the mutual benefits to the parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. Concert Pass Program. The Parties agree to establish a Concert Pass Program whereby Sponsor purchases transit passes for ticket holders to its Concert Series (the “Special Event Transit Pass”).
2. Authorized Users. Upon the terms and conditions contained herein, UTA agrees to allow Sponsor to provide a Special Events Transit Pass to Concert Series ticket holders (“Authorized Users”) attending concerts at the various venues in 2023. Sponsor agrees to provide UTA with the final event dates and start times by May 1, 2023.
3. Price. Sponsor shall pay UTA a price per show as shown in the table below. The number of shows for each Concert Series is estimated as shown in the table below but will be finalized prior to May 1, 2023. Once the number of shows is finalized, the City will pay UTA the amount shown below on a per-show basis.

Concert Series	Base Price Per Show	Authorized Users (Tickets Holders)	Venue
Salt Lake Twilight	\$2,813.00	45,000 (6 estimated Shows)	Gallivan Center
Kilby Court	\$6,000.00	60,000 (3 estimated Shows)	Utah Fair-park
Total	\$34,875	105,000	

Sponsor shall also provide:

- a. Twilight Concert Series: For each show, Sponsor shall provide 20 VIP Sponsor badges to UTA entitling the wearers to non-alcoholic beverages and seating in the reserved VIP section and 20 VIP Guest badges entitling the wearers access to the reserved VIP sponsor section and hospitality area.
- b. Kilby Court Concerts: For each show, Sponsor shall provide 6 VIP Sponsor badges to UTA entitling the wearers to non-alcoholic beverages and seating in the reserved VIP section and 6 VIP Guest badges entitling the wearers access to the reserved VIP sponsor section and hospitality area.

The donated tickets and badges as listed will be delivered to UTA no later than one (1) week before the event start date, and will be given to the public through promotional campaigns to cross-promote the show and using transit.

4. Pass Recognized as Fare Payment. An Authorized User's ticket to a Concert shall serve as a Special Event Transit Pass when: (1) printed with the UTA logo, attached hereto as Exhibit "A" (the "UTA Logo") and (2) used for fare payment on the date of the concert stated on the ticket. The Special Events 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, Express Bus Routes, and Microtransit on the day of the concert. The Special Events Transit Pass shall not be recognized as fare payment on Paratransit Service, Park City Connect Service, Ski Service or any other special service.
5. Payment. On or before June 1, 2023, UTA shall invoice Sponsor for the amount owed as described in Paragraph 3. Sponsor shall pay the invoiced amount within fourteen 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.
6. 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 or 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. The UTA Logo shall be used in a professional manner on the Concert Series main entrance, VIP area, stage banners, website, and posters; and in print advertising for the Series.

c. Notwithstanding the foregoing, the UTA Logo may not be used in any manner that: 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 business or organization, or Sponsor's products or services or that might be reasonably construed as support or encouragement to purchase or utilize Sponsor's products or services.

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7. Pass Distribution. Sponsor shall be solely responsible for issuing Special Event Transit Passes to Authorized Users.
8. Public Transit Services. The Parties understand that the transit services being purchased 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 Special Event Transit Passes as proof of fare payment to UTA bus operators and fare inspectors. Authorized Users who do not have possession of a Special Event 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.
9. 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, 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 participation in this Agreement. Both parties are subject to the provisions of the Utah Governmental Immunity Act. 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.

10. Termination. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least forty-five (45) days prior to the termination date. If UTA terminates this Agreement before the Concert Series ends, Sponsor shall pay the amount described in Paragraph 3 for the concerts for which UTA provided transportation services.
11. Nondiscrimination. Sponsor agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of 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. 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.

UTAH TRANSIT AUTHORITY

SPONSOR

By: _____
Name:
Title:

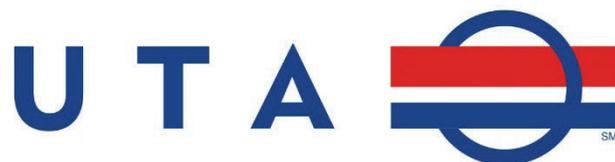
By:  _____
Name: **NTC Smith**
Title: **Managing Director**

By: _____
Name:
Title:

APPROVED AS TO FORM:

 _____
Mike Bell
UTA Counsel

Exhibit "A"
UTA Logo





Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 4/26/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Jared Scarbrough, Director of Capital Construction
PRESENTER(S): Jared Scarbrough, Director of Capital Construction
Kevin Anderson, Director of Maintenance Support
Zachary Thomas, Acting CR General Manager
Sheldon Shaw, Director of Safety and Security

TITLE:

FrontRunner Rail Safety

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

Informational item for discussion

BACKGROUND:

In recent months there have been several derailments across the nation. On March 3rd, 2023, the Union Pacific Railroad experienced a multi-car derailment at their Ogden yard. Hazardous materials from this derailment included spillage of a magnesium chloride chemical compound, and there was an impact to a UTA bridge structure.

Train derailments are serious, high-profile occurrences and come with serious risks such as injury and significant damages. At the request of our Executive Director, we will be reviewing UTA's commuter rail safety measures.

DISCUSSION:

Staff will present a FrontRunner Rail Safety Overview.

ALTERNATIVES:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

None



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 4/26/2023

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Nichol Bourdeaux, Chief Planning and Engagement Officer
PRESENTER(S): Russ Fox, Planning Director
Alex Beim, Manager of Long Range and Strategic Planning
Jem Locquiao, Planning Researcher

TITLE:

UTA Active Transportation to Transit Plan (AT3P)

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

Informational item for discussion

BACKGROUND:

Active transportation (AT) comprises many ways of movement which include, but are not limited to, walking, biking, and using non-powered or powered devices such as wheelchairs or scooters. Transit accessibility relies on active transportation accessibility. At the stop or station level, every transit trip on UTA's system at some point necessitates active transportation as a means of waiting, boarding, and alighting. Riders rely on a network of AT facilities that extends beyond UTA's direct jurisdiction to safely and easily make these active connections.

The 2019 UTA Onboard Survey found that approximately 67% of riders relied on an active transportation to access and egress UTA transit services. Of these riders, approximately 62% walked as egress transit.

While the survey data demonstrates the importance of active transportation for UTA riders, the data does not illustrate the full story of how active transportation impacts their experience using transit. Namely, the ways in which the **quality, convenience, comfort, safety, and sense of dignity** differ in experiences of using or relying on active transportation with transit. A combination of UTA's past and ongoing plans, strategies, resources, and collaborative efforts provide evidence that the differences in the experience of active transportation to transit exist. The UTA Active Transportation to Transit Plan (AT3P) sets out to develop comprehensive internal guidance for UTA to enhance active transportation accessibility through direct efforts and in collaboration with partners. The Plan intends to synthesize the combination of efforts to elevate the value of active

transportation internally as well as externally, to concretize infrastructural and non-infrastructural barriers and opportunities for improving systemwide active transportation accessibility to transit.

Phase I of the Active Transportation to Transit Plan focuses on:

- Gathering evidence from available resources to construct an understanding of active transportation accessibility challenges;
- Developing a prioritization framework and methodology for improvements to active transportation infrastructure systemwide;
- Researching best practices and policies to improve active transportation accessibility with transit; and
- Constructing a vision of actionable paths to improve internal and external mechanisms that impact active transportation accessibility to transit in Phase II.

Phase I of the Active Transportation to Transit Plan anticipates completion in Spring 2023 with Phase II elements anticipated commencement in Summer 2023. The Plan intends to function as a living document to accommodate opportunities for continuous improvement in approaches and considerations. Phase I deliverables include a Story Map as well as a plan document.

DISCUSSION:

UTA staff will discuss the Plan Phase I components. Desired outcomes from the discussion include:

- A working understanding of active transportation and its value to transit riders and to UTA;
 - Interaction with active transportation accessibility components and considerations;
 - An understanding of Phase I elements of the Active Transportation to Transit Plan and what has been done.
-

ALTERNATIVES:

N/A

FISCAL IMPACT:

Total budget for Phase I is \$21,500. The total budget for Phase II is anticipated later in 2023. Funds are included in the 2023 Budget.

ATTACHMENTS:

None
