

PROFESSIONAL SERVICES AGREEMENT

UTA CONTRACT #22-03712JD Light and Commuter Rail Car Cleaning

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

RECITALS

WHEREAS, UTA desires to hire professional services for Light and Commuter Rail Car Cleaning.

WHEREAS, On April 20, 2023, UTA issued Request for Proposal Package Number 22-03712JD (“RFP”) encouraging interested parties to submit proposals to perform the services described in the RFP.

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

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

AGREEMENT

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

1. SERVICES TO BE PROVIDED

- a. Contractor shall perform all Work as set forth in the Scope of Services (Exhibit A) . Except for items (if any) which this Contract specifically states will be UTA-provided, Contractor shall furnish all the labor, material and incidentals necessary for the Work.
- b. Contractor shall perform all Work under this Contract in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.
- c. All Work shall conform to generally accepted standards in the transit industry. Contractor shall perform all Work in compliance with applicable laws, regulations, rules, ordinances, permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection.
- d. Contractor shall furnish only qualified personnel and materials necessary for the performance of the Work.

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

2. MANAGEMENT OF WORK

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

3. PROGRESS OF WORK

- a. Contractor shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.
- b. Contractor shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.
- c. Contractor shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.
- d. Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA, and shall not relieve Contractor of its responsibility to comply with the Contract requirements.
- e. UTA will have the right to inspect, monitor and review any Work performed by Contractor hereunder as deemed necessary by UTA to verify that such Work conforms to the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA, and shall not relieve Contractor of its responsibility to comply with the Contract requirements.
- f. UTA shall have the right to reject Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, Contractor shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to conform to the Contract requirements.
- g. If Contractor fails to promptly remedy rejected Work as provided in Section 4.6, UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other Contractor s or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Contractor .

4. **PERIOD OF PERFORMANCE**

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for an initial Three (3) - year period expiring June 30, 2026. UTA may, at its sole election and in its sole discretion, extend the initial term for up to Two (2) additional one-year option periods, for a total Contract period not to exceed five (5) years. Extension options may be exercised by UTA upon providing Contractor with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). This Contract may be further extended if the Contractor and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Contractor under this Contract shall always be subject to and conditioned upon the provisions of this Contract.

5. **COMPENSATION**

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

6. **INCORPORATED DOCUMENTS**

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

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

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

7. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

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

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

8. **CHANGES**

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

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

- b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Contractor to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Contractor without such written authority shall be at Contractor 's sole risk. Contractor shall not be entitled to rely on any other manner or method of direction.
- c. Contractor shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement

set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Contractor based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for “constructive” changes in Work, Contractor must give UTA’s Project Manager or designee written notice stating:

- A. The date, circumstances, and source of the change; and
- B. That Contractor regards the identified item as a change in Work giving rise to an adjustment in this Contract.

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

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

9. **INVOICING PROCEDURES**

- a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services 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.

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

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

11. **USE OF SUBCONTRACTOR S**

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

12. **KEY PERSONNEL**

Contractor shall provide the key personnel as indicated in Contractor 's Proposal (or other applicable

provisions of this Contract), and shall not change any of said key personnel without the express written consent of UTA. The following individuals are concerned to be key personnel under this contract.

Paul E. Porter – Branch Manager

Eduardo “Eddie” Rodriguez – Operations Manager

Guadalupe “Lupe” Villalba – Area

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

13. **SUSPENSION OF WORK**

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

14. **TERMINATION**

a. **FOR CONVENIENCE:**

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

b. **FOR DEFAULT:**

If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail

to make prompt payment to any subContractor s or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor seven (7) days written notice to cure such default:

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

CONTRACTOR 'S POST TERMINATION OBLIGATIONS:

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

15. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

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

16. FINDINGS CONFIDENTIAL

Any documents, reports, information, or other data and materials delivered or made available to or prepared or assembled by Contractor or subcontractor under this Contract are

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

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

17. PUBLIC INFORMATION.

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

18. GENERAL INDEMNIFICATION

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

19. INSURANCE REQUIREMENTS

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Utah Transit Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from

liabilities that might arise out of the performance of the work under this contract by the Contractor , his agents, representatives, employees or subContractor s and Contractor is free to purchase additional insurance as may be determined necessary.

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

1. Commercial General Liability – Occurrence Form

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

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

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

b. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: “Contractual Liability Railroads” ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing “Utah Transit Authority Property” as the Designated Job Site

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

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

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

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

4. Professional Liability (Errors and Omissions Liability)

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

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

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

5. Railroad Protective Liability Insurance (RRPLI) –

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

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

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

- 1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Contractor . Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the Contractor ’s assessment of the exposure for this contract; for their own protection and the protection of UTA.
- 2. The Contractor 's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- 3. Contractor and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Contractor ’s insurance shall be primary with respect to any insurance carried by UTA. Contractor will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.

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

- D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an “A.M. Best” rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE: Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and any required endorsements are to be sent to utahta@ebix.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be emailed directly to Utah Transit Authority’s insurance email address at 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. SUBCONTRACTOR S: Contractor s’ certificate(s) shall include all subContractor s as additional insureds under its policies or subContractor s shall maintain separate insurance as determined by the Contractor , however, subContractor 's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Sub-Contractor s maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-Contractor s. Utah Transit Authority must be scheduled as an additional insured on any sub-Contractor policies.
- G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the Office of General Counsel, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

20. **OTHER INDEMNITIES**

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

property rights, or modify Contractor 's services or deliverables such that the claimed infringement is eliminated.

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

21. **INDEPENDENT CONTRACTOR**

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

22. **PROHIBITED INTEREST**

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

23. **CLAIMS/DISPUTE RESOLUTION**

- a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 6. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.
- b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.
- c. The parties shall attempt to informally resolve all claims, counterclaims and other

disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.

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

Level of Authority	Time Limit
UTA's Project Manager Commuter Rail – Ben Adams and William Patterson Light Rail – Marco Gamonal /Contractor's Project Manager /Contractor's Project Manager Paul E. Porter	Five calendar days
UTA's Contract Buyer Jenny Dang/Contractor's Operations Manager Eddie Rodriguez	Five calendar days
UTA's Procurement Manager Troy Hamilton/Contractor's President Richard McLaughlin	Five calendar days

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

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

24. **GOVERNING LAW**

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

25. **ASSIGNMENT OF CONTRACT**

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

26. **NONWAIVER**

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

27. **NOTICES OR DEMANDS**

- a. Any formal notice or demand to be given by one party to the other shall be given in writing by one of the following methods: (i) hand delivered; (ii) deposited in the mail, properly

stamped with the required postage; (iii) sent via registered or certified mail; or (iv) sent via recognized overnight courier service. All such notices shall be addressed as follows:

If to UTA:

Utah Transit Authority
ATTN: Jenny Dang
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 :

MasterCorp Inc.
ATTN: Paul Porter
47 East Orange St. Ste. #E6
Salt Lake City, UT 84116

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

28. **CONTRACT ADMINISTRATOR**

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

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

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

exceed \$1 million:

- b. Contractor shall, prior to the effective date of this Contract, demonstrate to UTA that Contractor has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Contractor's employees and the employee's dependents during the duration of this Contract.
- c. Contractor shall also demonstrate to UTA that subContractors meeting the above-described subcontract value threshold have and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the subContractor's employees and the employee's dependents during the duration of the subcontract.

30. **COSTS AND ATTORNEYS FEES**

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

31. **NO THIRD PARTY BENEFICIARY**

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

32. **FORCE MAJEURE**

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

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

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

34. **TRAVEL COSTS**

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

35. **SEVERABILITY**

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

36. ENTIRE AGREEMENT

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

36. AMENDMENTS

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

37. COUNTERPARTS

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

38. SURVIVAL

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

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

UTAH TRANSIT AUTHORITY:

By _____
Jay Fox
Executive Director

By _____
Cherryl Beveridge

CONTRACTOR :

DocuSigned by:
By *Richard McLaughlin* _____ 8/11/2023
B7C1C83C2B59478...
Richard McLaughlin
President of MCS

Chief Operating Officer

By _____

Zachary Thomas

Acting Commuter Rail General Manager

By _____

Jaron Roberston

Acting Light Rail General Manager

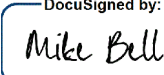
By  8/10/2023
70E33A415BA44F6...
UTA Legal Counsel

EXHIBIT A

STATEMENT OF WORK LIGHT RAIL VEHICLES

The contractor shall provide all necessary equipment (cleaning and/or other), labor, materials, cleaning supplies, transportation as necessary to provide cleaning services on the UTA light rail vehicles as identified in the Statement of Work.

LIGHT RAIL VEHICLES (LRV): There are more than one makes and model of Light Rail Vehicle to be serviced under this contract. All are treated equal as to cleaning requirements and cleaning costs. All may be referred to as an LRV.

CONSUMABLE CLEANING SUPPLIES: The contractor shall provide all consumable supplies. Cost of supplies will be included in the cost of the cleaning service. No outside chemicals or cleaning products will be permissible on UTA property. All cleaning supply chemicals including sanitizer and bio kits will be furnished by the UTA.

The contractor will maintain a sufficient stock of consumable supplies at or easily accessible to the service location(s). Service locations and service schedules will be identified by the responsible Vehicle Maintenance Manager.

LIST OF SUPPLIES/MATERIALS TO BE PROVIDED BY THE CONTRACTOR: (LIST IS REPRESENTATIVE AND MAY NOT BE ALL INCLUSIVE)

ITEM #	DESCRIPTION
REQUIRED CLEANING EQUIPMENT MATERIAL AND SUPPLIES (AS REQUIRED)	
001	Brooms, Mops & Mop Heads
002	Scrub Brushes
003	Cleaning Rags & Wipes
004	Buckets, Pails
005	Step Stools & Ladders
006	Window Squeegees, Tools and Cleaners
007	Extension Cords
008	Personal Protection Equipment (PPE) and Supplies
009	Vacuum Cleaners, Tank & Upright as Required
010	Buffers & Floor Machines as Required

DAY PORTER SERVICES:

CONTRACT REQUIREMENTS AND CONDITIONS:

- Clean LRV's at Daybreak Parkway Station, West Valley Hub Station, Central Pointe Station (S-Line), Draper Towne Center Station, Salt Lake Central Station, Airport Station, and Medical Center Station.
- Cleaning to be performed **Monday thru Saturday 06:30am – 9:30am and 14:30pm – 18:30pm.**
- Contract cleaners will not have any break or lunch breaks while a train is at the station. Contract cleaner(s) must always stay on site.
- LRV's need to be cleaned immediately as they arrive without delay. (There could be less than 10 minutes to clean the train).
- Cleaners must not delay train departure. If a train is not thoroughly cleaned by scheduled departure time, deductions to pay may be made (see schedules below). Train pullout time will not be delayed; train will leave as scheduled even if the cleaner is still on the train. Cleaner will then need to get off at the first stop and return to Daybreak Parkway Station, West Valley Hub Station, Central Pointe Station (S-Line), Draper Towne Center Station, Salt Lake Central Station, Airport Station, and Medical Center Station.
- Deductions of pay may be made if cleaning is not acceptable to UTA Management.
- All cleaning supply chemicals including sanitizer and bio kits will be furnished by the UTA.
- Contractor employees will wear medical gloves and respiratory masks as needed.
- Contractor personnel must sign in/out on time sheet daily and check in/out with a UTA Supervisor.
- The contractor will provide other duties as assigned by UTA personnel as needed to include occasional minor cleanup at stations or platforms.

CONTRACT CLEANING SUPERVISOR WILL BE REQUIRED TO DO THE FOLLOWING:

- Check cleaner's progress at to Daybreak Parkway Station, West Valley Hub Station, Central Pointe Station (S-Line), Draper Towne Center Station, Salt Lake Central Station, Airport Station, and Medical Center Station at least once per shift and clear up any problems.
- Contact a UTA Representative at the beginning of cleaning to find out specific needs.
- Contact a UTA Representative when finished each day to find out specific needs.
- Be available to be contacted 24 hours a day 7 days a week to take care of problems that may arise.
- Problems should be resolved in a reasonable amount of time to be determined by UTA.
- Must check and sign off duties performed by employees and provide a copy of check sheet to UTA Personnel and maintain records of them.
- Attend Rail Vehicle Manager Staff Meetings as requested.

UTA SUPERVISORS: Throughout the day the UTA Supervisors are the primary point of contact for the operation and control of the station platform. Contractor personnel will work with and cooperate with the Supervisors for immediate needs in the area. However, maintenance and upkeep of the rail cars has priority over activities or needs on the platform.

DAY & AFTERNOON PORTER SCHEDULES:

Location	Check In/Out
Daybreak AM	06:30 - 09:30
West Valley AM	06:30 - 09:30
Draper AM	06:30 - 09:30
University Med AM	06:30 - 09:30
Airport AM	06:30 - 09:30
Salt Lake Central AM	06:30 - 09:30
Central Pointe AM	10:00 - 11:00
Daybreak PM	14:30 - 18:30
West Valley PM	14:30 - 18:30
Draper PM	14:30 - 18:30
University Med AM	14:30 - 18:30
Airport AM	14:30 - 18:30
Salt Lake Central AM	14:30 - 18:30

SITE LOCATIONS:

Daybreak Parkway
(UTA Red Line End of Line)

11400 S Grandville Ave
Rd
South Jordan, UT, 84095

West Valley Central Station
(UTA Green Line End of Line)
Line)
2750 W 3590 S
West Valley City, UT, 84119

Draper Towne Center
(UTA Blue Line End of
1131 E Pioneer
Draper City, UT, 84020

Central Pointe Station
(UTA S-Line End of Line)
Line)
221 W 2100 S
Salt Lake City, UT, 84115
UT, 84112

Salt Lake Central Station
(UTA Blue Line End of Line)
325 S 600 W
Drive
Salt Lake City, UT, 84101

University Medical Center
(UTA Red Line End of
10 North Mario Capecchi
Salt Lake City,

Airport Station
(UTA Green Line End of Line)
3900 W Terminal Drive
Salt Lake City, UT, 84116

CLEANING REQUIREMENTS (DAY PORTER SERVICES):

LOCATION	TASK DESCRIPTION
PASSENGER	1. Sweep and Pick up Garbage/Trash Throughout the Train. Remove Trash from Train. 2. Brush Off All Seats.

SEATING AREAS AND COMMON AREAS	3. Clean Spills on Floors and Seats (If Seat is Damaged and Requires Replacement - Contact Light Rail Vehicle Maintenance Supervisor).
	4. Clean Doorway Steps of Debris, Dirt, Mud, Ice, Ice Melt, etc.
	5. Mop Floor Entrances in Traffic Areas as Needed.
	6. Properly Dispose of Trash/Garbage at a Separate Location, Trash Bins on the Platforms Will Not be Used to Deposit Trash from the Train.
	7. Clean up Blood, Vomit and Other Bodily Fluids in the Proper Manner and Dispose of Waste in Accordance with Local and State Requirements.
	8. Clean All Windows and Partitions Glass with Anti-Streak Cleaner Using Nonabrasive Rags as Needed.
SANITIZING	After Cleaning as Outlined Above the Following Areas Shall be Sanitized:
	1. All Doorknobs and Handles.
	2. All Handrails.

PAY ELEMENTS AND PERCENTAGES (DAY PORTER SERVICES):

Rail Car Cleaning Services	% Value*
Sweep and Remove Trash	20%
Windows	10%
Clean Doorways/Entryways of Dirt, Mud, Snow/Ice, Ice Melt, Mop as Needed	15%
Clean Seats, Contact VM Supervisor If Seat Is Damaged	15%
Clean-Up Spills	10%
Clean Bio Waste as Required	10%
Sanitizing	20%
Other Services	

*Based on service requirements complete at pull-out. Partially complete is the same as not being done.

DAYBREAK PARKWAY STATION NIGHT CLEANING SERVICES:

CONTRACT REQUIREMENTS AND CONDITIONS:

- Clean Light Rail Vehicles (LRV) at the Daybreak Parkway Station.
- Current service consists of cleaning 3 LRV's Sunday night and 7 LRV's Monday thru Thursday nights. The number of cars may vary on occasion (see "Operating Schedule" and Bid Schedule).
- Currently cleaning to be performed Sunday thru Thursday 23:30pm – 02:30am.
- Upcoming August 2023 change day, projected cleaning to be performed Sunday thru Friday 23:30pm – 02:30am. (The number of cars may vary on occasion (see "Operating Schedule" and Bid Schedule).
- Cars will be outside at the Daybreak Parkway Station or at a remote location outside the Rail Service Facility. (See Bid Schedule)
- Cleaners must not delay trains for morning pull-out. If a train is not thoroughly cleaned for morning pull-out deductions to payments may be made per UTA checklist.
- All mops, brooms, and cleaning supplies will be furnished by contractor.
- All cleaning supply chemicals including sanitizer and bio kits will be furnished by the UTA.

- Contractor employees will wear medical gloves and respiratory masks as needed.
- Contractor employees will wear identifying badges, safety vests, and steel toed, electrical hazard safety boots.
- Contractor employees must sign in/out on time sheet daily and check in/out with a UTA Supervisor.
- Other cleaning duties as assigned by UTA personnel as needed.
- Deductions in payments may be made if cleaning is not acceptable to UTA Management.
- **Sanitize** means the use of UTA approved antibacterial alcohol sanitizer for cleaning and biohazard clean-up.
- Clean station platform and general service area at end of shift.

DAYBREAK NIGHT LRV CLEANING REQUIREMENT:

LOCATION	TASK DESCRIPTION FOR DAILY CLEANING SERVICES		
PASSENGER SEATING AREAS AND COMMON AREAS	1. Clean Steps, & Stair Treads.		
	2. Clean ADA Ramps.		
	3. Clean Windowsills, & Ledges.		
	4. Clean Floors, Remove Gum, & Candy, etc.		
	5. Scrub Down Walls Daily to Remove Prints, Grease, & Scuff Marks, etc.		
	6. Clean Ceilings and Overhead Grilles.		
	7. Vacuum and Clean Vinyl Seating: Removing Dust, Gum, Spots, and Spills.		
	8. Sanitize Seat Backs, Removing Stains, & Dirt, Etc. With Approved Disinfectant. (Alcohol Swabs or Disinfectant Wipes)		
	9. Remove Debris and Clean Between Passenger Seating and Wall.		
	10. Clean Light Fixtures to Remove Fingerprints and Stains.		
	11. Clean Stainless Heating Vents Under All Seats and Between "C" Truck Seats to Remove Prints, Stains, Gums, and Stickers, etc.		Remove
	12. Clean Steel on Bottom of Seats to Remove Gum, & Dirt, etc.		
	13. Clean Articulation Bellows of Dirt, Stains, & Fingerprints, etc.		
	14. Sweep and Mop All Floor Areas and Clean by Hand on Hard-to-Reach Areas.		
	15. Clean and Sanitize all Handrails and Hand Straps.		
	16. Clean Stairwells - Scrub Stripes to Remove Dirt.		
	17. Clean and Scrub All Entrance Seals.		
	18. Clean & Degrease All Interior Entrance Doors and Interior Door Frames.		
	19. Clean and Scrub Floors, Walls, Detail and Sanitize Driver's Cab.		
	20. Clean All Windows and Partitions Glass with Anti-Streak Cleaner Using Rags.		Nonabrasive
	21. Clean Both Operator's Cab Seats, Dash, Windshield, Side Glass, Panels, and Floor.		
	22. Clean All Sand Boxes.		
	23. Remove and Clean-Up All Graffiti from Walls, Seats, and Floors, Inside and Car.		Outside of

SANITIZING	AS Part of or After Cleaning as Outlined Above the Following Areas Shall be Sanitized:	
	1. All Doorknobs and Handles *Clean Stainless "Kick Plates" on Each Bottom Doors. (S70's)	Portion of
	2. All Hand & Grab Rails.	
SANITIZING CONTINUED	3. All Seat Backs.	
	4. All Windowsills.	
	5. Remove Vomit with Bio Kits and Dispose of IAW With City and State Laws.	
	6. Clean-Up Blood Stains with Bio Kits and Dispose of IAW With City and State Laws.	Laws.
MISC.	1. Clean Maintenance Service Bays, Floors, Platform, Trash Removed, Equipment, Vacuums, Wet/Dry Vacuums, & Mops, Etc. (See Item 5. Maintain Service Bays)	
	2. Service Area to be Inspected Daily by UTA Management.	

PAY ELEMENTS AND PERCENTAGES (DAILY CLEANING):

Daybreak Night Cleaning Services	% Value
Windows/Vandal Shields/Modesty Glass	15%
Sweep and Remove Trash/Mop All Floors	15%
Clean Walls/Handrails/Panels/Stainless/Trim	10%
Wipe and Sanitize Vinyl Seating	15%
Clean-Up Spills	10%
Clean-Up Bio Waste as Required	10%
Clean Operators Cab/Windshield/Side Windows	5%
Sanitize	20%

NIGHT CLEANING SERVICES AT MAINTENANCE SHOPS:

CONTRACT REQUIREMENTS AND CONDITIONS:

- Clean Light Rail Vehicles (LRV) at the Rail Service Centers (JRRSC and MRSC).
- Cleaning to be performed Sunday through Saturday 21:00pm – 05:00am (**Recommended staffing minimum nightly: JRRSC – 6-7 & MRSC – 4-5**)
- Current service consists of cleaning 58 LRV's Monday thru Thursday nights; 60 LRV's Friday Night; 49 LRV's Saturday Night; and 28 LRV's Sunday Night. The number of cars may vary on occasion (see "Operating Schedule" and Bid Schedule). Generally, events require more vehicles, which requires more cleaning. (Example of events U of U football games, Concerts, LDS General Conference... Etc.)
- Cars may be outside the buildings or at a remote location outside the Rail Service Facilities. (See Bid Schedule)
- Cleaners must not delay trains for morning pull-out. If a train is not thoroughly cleaned for morning pull-out deductions to payments may be made per UTA checklist.
- All mops, brooms, and cleaning supplies will be furnished by contractor.

- All cleaning supply chemicals including sanitizer and bio kits will be furnished by the UTA.
- Contractor employees will wear medical gloves and respiratory masks as needed.
- Contractor employees will wear identifying badges, safety vests, and steel toed, electrical hazard safety boots.
- Contractor employees must sign in/out on time sheet daily and check in/out with a UTA Supervisor.
- Other cleaning duties as assigned by UTA personnel as needed.
- Deductions in payments may be made if cleaning is not acceptable to UTA Management.
- **Sanitize** means the use of UTA approved antibacterial alcohol sanitizer for cleaning and biohazard clean-up.

Nightly LRV Cleaning Requirement:

LOCATION	TASK DESCRIPTION FOR DAILY NIGHT CLEANING SERVICES
PASSENGER SEATING AREAS AND COMMON AREAS	1. Remove Debris and Clean Between Passenger Seating and Wall.
	2. Clean Stainless Heating Vents Under All Seats and Between "C" Truck Seats to Remove Prints, Stains, Gums, and Stickers, etc.
	3. Sweep and Mop All Floor Areas and Clean by Hand on Hard-to-Reach Areas.
	4. Clean All Windows and Partitions Glass with Anti-Streak Cleaner Using Nonabrasive Rags.
	5. Clean Both Operator's Cab Seats, Dash, Windshield, Side Glass, and Panels.
	6. Remove and Clean-Up All Graffiti from Walls, Seats, and Floors, Inside and Outside of Car.
	7. Check and Replenish Windshield Washer Fluid, as Necessary.
	8. Clean Steps, & Stair Treads.
	9. Clean ADA Ramps.
	10. Clean Windowsills, & Ledges.
	11. Clean Floors, Remove Gum, & Candy, etc.
	12. Scrub Down Walls Daily to Remove Prints, Grease, & Scuff Marks, etc.
	13. Clean Ceilings and Overhead Grilles.
	14. Vacuum and Clean Vinyl Seating: Removing Dust, Gum, Spots, and Spills.
	15. Sanitize Seat Backs, Removing Stains, & Dirt, Etc. With Approved Disinfectant. (Alcohol Swabs or Disinfectant Wipes)
	16. Clean Light Fixtures to Remove Fingerprints and Stains.
	17. Clean Steel on Bottom of Seats to Remove Gum, & Dirt, etc.
	18. Clean Articulation Bellows of Dirt, Stains, & Fingerprints, etc.
	19. Clean and Sanitize all Handrails and Hand Straps.
	20. Clean Stairwells - Scrub Stripes to Remove Dirt.
	21. Clean and Scrub All Entrance Seals.
	22. Clean & Degrease All Interior Entrance Doors and Interior Door Frames. Clean S70 Door Stainless Kick Plates with Stainless Steel Cleaner.
	23. Clean and Scrub Floors, Walls, Detail and Sanitize Driver's Cab.

	24. Clean All Sand Boxes and Refilling Sand Boxes, as Necessary.
SANITIZING	AS Part of or After Cleaning as Outlined Above the Following Areas Shall be Sanitized:
	1. All Doorknobs and Handles.
	2. All Hand & Grab Rails.
	3. All Seat Backs.
	4. All Windowsills.
	5. Remove Vomit with Bio Kits and Dispose of IAW City and State Laws.
	6. Clean-Up Blood Stains with Bio Kits and Dispose of IAW City and State Laws.
MISC.	1. Clean Maintenance Service Bays, Floors, Trash Removed, Equipment, Vacuums, Wet/Dry Vacuums, & Mops, Etc. (See Item 5. Maintain Service Bays)
	2. Service Area to be Inspected Daily by UTA Management.

PAY ELEMENTS AND PERCENTAGES (NIGHTLY CLEANING):

Nightly Cleaning Services	% Value
Windows/Vandal Shields/Modesty Glass	10%
Sweep and Remove Trash/Mop All Floors	10%
Fill Windshield Washer Fluid/Fill Sand Boxes	15%
Clean Walls/Handrails/Panels/Stainless/Trim	10%
Wipe and Sanitize Vinyl Seating	10%
Clean-Up Spills	10%
Clean-Up Bio Waste as Required	10%
Clean Operators Cab/Windshield/Side Windows	5%
Sanitize	20%

MAJOR "DEEP" CLEANING REQUIREMENT: ALL NO EXCEPTIONS:

LOCATION	TASK DESCRIPTION MAJOR "DEEP" CLEANING 1 LRV NIGHTLY
PASSENGER SEATING AREAS AND COMMON AREAS	1. Clean Ceiling Surfaces, HVAC Vents, Return Air Grilles, Moldings, and Overhead Compartment Doors.
	2. Clean All Interior Wall Surfaces. Remove All Bicycle Tire Marks from Walls.
	3. Clean Interior Decals.
	4. Clean Operator Compartment Doors & Glass.
	5. Wash All Interior Doors, Check Vandal Shields for Damage and Cleanliness, (If Vandal Shield is Damaged and Requires Replacement - Contact Light Rail Vehicle Maintenance Supervisor). Clean All Glass Surfaces.
	6. Clean Articulation Area Walls, Floor, and Seat Backs.
	7. Clean Around Articulation Floor Access Panels.
	8. Clean & Sanitize Grab Rails, Hand Holds, Stanchions & Metal Seat Surfaces.

	9. Scrub ADA Ramps Upper, Underside, Side Edges and Threshold Surfaces.
	10. Clean all Passenger Windows (If Vandal Shield is Damaged and Requires Replacement – Contact Light Rail Vehicle Maintenance Supervisor).
	11. Vacuum and Clean Seat Frame Surfaces, Between Seats and Walls. Wipe Down Sand Box Area.
	12. Clean and Add Protectants to Baseboards, Moldings, and Corners. Remove Gum, Tar, Stuck Debris, Operator's Area. Polish Seat Posts and Stainless Areas.
	13. Wet/Dry and Mop All Floor Surfaces. ***Do Not Flood Flooring.
SANITIZING	Same as Under "Daily LRV Cleaning Requirement". Note 1 Applies.
AS REQUIRED	1. Sign All Proper Documentation.
	2. Clean Service Area, and Equipment.
	3. Service Area to be Inspected Daily by UTA Management.
	4. Coordinate Exterior Car Wash with Maintenance Supervisor.

NOTE 2: Major Deep Cleaning a LRV is based upon the “Major Cleaning Procedure” and requires a minimum of one (1) full time employee to complete one (1) vehicle daily. Major Cleaning requires signatures, and cleaning task initials upon completed tasks. Cleaning schedule and car assignments will be determined by the responsible Maintenance Manager.

Example Schedule:

JRRSC (5 per week) Mon – Tues – Wed – Thurs – Fri (1 each day 10:00am-16:00pm)

MRSC (3 per week) Sunday – Tuesday – Friday (cars staged by 18:00pm) *8 hours total labor per car

CLEANING SUPERVISOR WILL BE REQUIRED TO DO THE FOLLOWING:

1. Check cleaner’s progress at the Rail Service Centers and all service locations.
2. Meet Daily with On-Shift Vehicle Maintenance Supervisor to coordinate specific cleaning needs, vehicle movements and maintenance daily inspections.
3. Contact UTA representatives at the end of every shift each day to communicate specific needs.
4. Be available to be contacted 24 hours a day 7 days a week to take care of problems that may arise.
5. Problems should be resolved in a reasonable amount of time to be determined by UTA.
6. Must check and sign off duties performed by employees and provide a copy of check sheet to UTA personnel and maintain daily records.
7. Attend Rail Vehicle Manager Staff Meetings as requested.

PAY ELEMENTS AND PERCENTAGES (MAJOR DEEP CLEANING):

Daily Cleaning Services	% Value
Windows/Vandal Shields/Modesty Glass	10%
Sweep and Remove Trash/Mop All Floors	10%
Fill Windshield Washer Fluid/Fill Sand Boxes	15%
Clean Walls/Handrails/Panels/Stainless/Trim	10%
Deep Clean and Sanitize Vinyl Seating and Seat Frames	10%
Clean-Up Spills	10%

Clean-Up Bio Waste as Required	10%
Clean Operators Cab/Windshield/Side Windows	5%
Sanitize	20%

MAINTAIN SERVICE BAYS:

Clean maintenance service bays, floors, trash removed, equipment, vacuums, wet/dry vacuums, mops, etc. (Priced on Daytime Cleaning and Nightly Cleaning Price Schedule).

PAY ELEMENTS AND PERCENTAGES (SERVICE BAY CLEANING):

Daily Cleaning Services	% Value
Sweep and Mop Floors & Platforms	35%
Remove Trash	30%
Equipment Wiped Down	20%
General Areas Clean-Up	15%

*Based on service requirements completed by end of shift. Partially complete is the same as not being done.

OPERATING SCHEDULE: UTA Light Rail Vehicle cleaning schedule, Sunday through Saturday. Excluding specific Holidays (See Below)

***The numbers listed below are subject to change based on the needs of service. The numbers of vehicles required for service is dictated by UTA's Planning Department.

CURRENT OPERATING SCHEDULE: UTA Light Rail Vehicle cleaning schedule, Sunday through Saturday. Excluding specific Holidays (See Below)

***The numbers listed below are subject to change based on the needs of service. The numbers of vehicles required for service is dictated by UTA's planning department.

Current service levels as of April 01, 2023:

There are currently 58 cars serviced Monday through Thursday: 21:00pm-05:00am at the Jordan River Rail Service Center (39) and Midvale Rail Service Center (19).

There are currently 3 cars serviced Sunday night and 7 cars Monday through Thursday nights: 23:30pm-02:30am at the Daybreak Parkway Station.

There are currently 60 cars serviced Friday: 21:00pm-05:00am at the Jordan River Rail Service Center (40) and Midvale Rail Service Center (20).

There are currently 49 cars serviced on Saturday: 21:00pm-05:00am at the Jordan River Rail Service Center (30) and Midvale Rail Service Center (19).

There are currently 28 cars serviced on Sunday: 23:00pm-05:00am at the Jordan River Rail Service Center (17) and Midvale Rail Service Center (11).

CURRENT HOLIDAY SCHEDULES: (SCHEDULES MAY VARY IF HOLIDAY FALLS ON A WEEKEND OR UTA POLICY CHANGE)

HOLIDAY	SCHEDULE
MARTIN LUTHER KING DAY	Sunday Service
PRESIDENTS DAY	Sunday Service
MEMORIAL DAY	Saturday Service
INDEPENDENCE DAY	Saturday Service
PIONEER DAY	Sunday Service - Added Early Morning Hours
LABOR DAY	Sunday Service
THANKSGIVING DAY	No Daytime Service: However, Vehicles Must be Serviced Before Next Day Scheduled Pull-Out.
BLACK FRIDAY	Saturday Service
CHRISTMAS DAY	No Daytime Service: However, Vehicles Must be Serviced Before Next Day Scheduled Pull-Out.
NEW YEARS EVE	Extended Service* Vehicles Must Be Serviced Before Next Day Scheduled Pull-Out.
NEW YEARS DAY	No Daytime Service: However, Vehicles Must be Serviced Before Next Day Scheduled Pull-Out.
SPECIAL EVENTS	See "Extended Services" Provision

NOTE 3: Holiday Schedules must be discussed, coordinated with authorized documentation with Vehicle Maintenance Management no less than 30 days prior to UTA scheduled Holiday.

*May require extended services which will be negotiated at that time.

STATEMENT OF WORK COMMUTER RAIL

The Contractor shall provide all equipment (cleaning and/or other), labor, materials, cleaning supplies, restroom supplies, paper supplies and transportation necessary to provide cleaning services on the UTA Frontrunner cars as identified in the Statement of Work.

CONSUMABLE SUPPLIES: The contractor shall provide all consumable supplies. Cost of supplies will be included in the cost of the cleaning service. Product samples must be submitted to UTA for approval. Only those products approved by UTA will be used on UTA property. (See also “SAFETY DATA SHEETS (SDS)”).

If any consumables are to be delivered to a UTA site, they shall be verified and signed for by a UTA assigned person.

The contractor will maintain a sufficient stock of consumable supplies at or easily accessible to the service location(s). Service locations and service schedules will be identified by the responsible vehicle maintenance manager.

PAPER PRODUCTS/LIQUID HAND SOAP/HAND SANITIZER: The Contractor shall provide all paper products (toilet paper, paper towels, and sanitary napkins) and liquid hand soap/hand sanitizer. These items will be ordered through an approved UTA vendor. Bills for these items will be billed directly to UTA as approved under a UTA contract. Product samples must be submitted to the UTA Rail Vehicle Representative for approval.

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

If any consumables are to be delivered to a UTA site, they shall be verified and signed for by a UTA assigned person.

The contractor will maintain a sufficient stock of consumables supplies at or easily accessible to the service location(s). Service locations and service schedules will be identified by the responsible vehicle maintenance manager.

REQUIRED CLEANING EQUIPMENT MATERIALS AND CONSUMABLE SUPPLIES (AS REQUIRED):

ITEM #	DESCRIPTION
001	Brooms, mops & mop heads
002	Scrub brushes
003	Cleaning rags & wipes
004	Buckets, pails, and basins
005	Step stools & ladders
006	Vacuum cleaners, wet vacuum, tank & upright as required
007	Buffers & floor machines as required
008	Window squeegees, tools & cleaners
009	Person protection equipment (PPE) and supplies

REMOVED OR REMOTE LOCATION: If the situation should arise, the contractor may be required to provide service at a location other than the Provo Station, Ogden Station, Warm Springs Yard or Warm Springs Building. This would be primarily for emergency clean-up services.

EXTENDED SERVICE: Periodically additional or extended service may be required to meet the needs of UTA. Such needs may be the result of sports events or other civil functions. The contractor agrees to provide additional service coverage: additional costs will be in line with the agreed to contract pricing.

DAY PORTER SERVICES – FRONTRUNNER:

CONTRACT REQUIREMENTS AND CONDITIONS:

- Clean Frontrunner train cars at the Ogden and Provo stations
- Cleaning to be performed Monday thru Friday 7:00 a.m. – 11:00 p.m. at the Provo Station and 8:00 a.m. – 4:30 p.m. at the Ogden Station (Times subject to change to match current UTA working schedule)
- Coach cleaners may take a short break in between trains. Coach cleaner(s) must always stay on site.
- Coaches need to be cleaned immediately as they arrive without delay. (There will be less than an average of 20 minutes to clean the train).
- Cleaners must not delay train departure. If a train is not thoroughly cleaned by scheduled departure time, deductions to pay may be made (see schedules below). Train pullout time will not be delayed: train will leave as scheduled even if cleaner is still on the train. If cleaner is unable to complete the cleaning in time, they will need to board the train and clean then they will need to get off at the first stop and return to the end of the line.
- Deductions of pay may be made if cleaning is not acceptable to UTA management.
- All consumable supplies including garbage can liners, cleaning supplies etc. will be furnished by contractor.
- Paper products (toilet paper, paper towels and sanitary napkins) and liquid hand soap will be furnished by contractor (see “Paper Products/Liquid Hand Soap/Hand Sanitizer”).
- All cleaning supplies including sanitizer and bio kits will be furnished by the contractor.
- Contractor employees will wear medical gloves. Contractor employees will wear respiratory masks as needed.
- Contractor employees must sign in/out on a time sheet daily.
- The contractor will provide other duties as assigned by UTA personnel as needed.

CLEANING SUPERVISOR WILL BE REQUIRED TO DO THE FOLLOWING:

- Check cleaner’s progress at End of Line stations every 3 hours and clear up any problems.
- Contact a UTA Representative when finished each day to find out specific needs.
- Be available to be contacted 24 hours a day 7 days a week to take care of problems that may arise.
- Problems should be resolved in a reasonable amount of time to be determined by UTA.
- Must check and sign off duties performed by employees and provide a copy of check sheet to UTA personnel and maintain a record of them.

TRAIN HOSTS/STATION HOSTS: Throughout the day the primary point of contact will be a UTA representative at Warm Springs Yard or an Operations Field Supervisor. Contractor personnel will work with and cooperate with the Station Host for immediate needs in the area. However, maintenance and upkeep of the rail cars has priority over activities or needs on the platform.

SITE LOCATIONS:

Ogden Station
2350 S Wall Ave
Ogden, UT 84401

Provo Station
690 S University Ave
Provo, UT 84601

CLEANING REQUIREMENTS (END OF LINE PORTER SERVICE): All tasks are required for each train pull-out.

LOCATION	TASK DESCRIPTION
----------	------------------

RESTROOMS	1. Replace toilet paper, paper towels and soap dispensers (liquid antibacterial soap) as needed
	2. Clean and sanitize all fixtures (toilets, sinks, mirrors, etc.)
	3. Empty and clean waste containers and replace liners as needed. Remove trash from train.
	4. Clean and sanitize all steel fixtures inside bathroom (door handles, railing, all touch points, etc.)
	5. Pick up garbage/trash and remove dirt and grease. Dispose of trash properly.
	6. Clean up and bodily fluids properly and dispose of waste in accordance with local and State requirements.
PASSENGER SEATING AREAS AND COMMON AREAS	1. Clean spills on floors, carpets and seats as needed.
	2. Sweep and pick up garbage/trash throughout the train.
	3. Clean doorway steps of debris, dirt, mud, ice, ice, etc.
	4. Clean and sanitize all handrails and tabletops.
	5. Clean up any bodily fluids properly and dispose of waste in accordance with local and State requirements.
<u>SANITIZING</u>	After cleaning as outlined above the following areas shall be sanitized:
	1. All doorknobs and handles
	2. All handrails
	3. All tables
<u>PLATFORM AREA</u>	1. Sweep platform area to remove trash, cigarette butts, etc. on an as needed basis.
	2. Scrub and remove spills as needed.
	3. Clean up blood, vomit and other bodily fluids in the proper manner and dispose of waste in accordance with local and State requirements
	4. Sanitize benches and passenger contact areas at least once a day and as deemed necessary

PAY ELEMENTS AND PERCENTAGES (Day Porter Services):

Rail Car Cleaning Services	% Value*
Restrooms	20%
Sweep and Remove Trash	15%
Clean doorways/entryways of dirt, mud, snow/ice, ice melt, mop as needed	10%
Clean off seats and tables as needed	15%
Clean up spills	10%
Clean up bio waste as required	10%
Sanitizing	20%
Other Services	
Platform Cleaning	20% for each task not completed
Break Room Cleaning	50/50

***Based on service requirements complete at pull-out. Partially complete is the same as not being done**

OPERATING SCHEDULE: UTA operates the Frontrunner Monday through Saturday excluding specific holidays and some events (see below).

There are currently twenty-eight (28) “pull outs” each weekday from the Ogden Station and twenty-eight (28) “pull outs” each weekday from the Provo Station between the hours of about 5:00 AM and 11:00 PM. Number of pull outs subject to change according to demand.

There are currently twenty (20) “pull outs” each Saturday from the Ogden Station and twenty (20) “pull outs” each weekday from the Provo Station between the hours of about 8:00 AM and 1:00 AM. Number of pull outs subject to change according to demand.

Current Holiday Schedule (Schedules may vary if holiday falls on a weekend or UTA policies change)

Holiday	Schedule
New Year’s Day	No Frontrunner Service
Martin Luther King Day	Saturday Service
Presidents Day	Saturday Service
Memorial Day	Saturday Service
Independence Day	Saturday Service
Pioneer Day	Saturday Service
Labor Day	Saturday Service
Thanksgiving Day	No Frontrunner Service
Christmas Day	No Frontrunner Service
New Year’s Eve	Extended Service*
Special Events	See “Extended Service” provision

*May require extended services which will be negotiated at that time or running on Sundays.

DAILY CLEANING SERVICES

CONTRACT REQUIREMENTS AND CONDITIONS:

- Clean Frontrunner train cars at Warm Springs Building, also Ogden and Provo Stations.
- Cleaning to be performed Monday through Friday 9:30 AM – 2:00 PM at Warm Springs for two (2) consists, Monday through Saturday 8:00 PM – 4:30 AM at the Warm Springs, Monday through Thursday 9:00 PM – 7:30 AM at the Ogden and Provo Stations.
- Cleaning consists of cleaning 3 cars per train (consist) including the operators compartments in 1 cab per train. Trains will remain at the Warm Springs until 4:00 AM (See also “Deep Cleaning” schedule in 3. Below).
- Cars may be outside the building located in the Warm Springs Yard or at a remote location outside the Warm Springs Yard. (See bid schedule).
- Cleaners must not delay trains. If a train is not thoroughly cleaned by 4:30 AM deductions to pay may be made per UTA checklist.
- All consumable supplies including garbage can liners, cleaning supplies etc. will be furnished by contractor.
- Paper products (toilet paper, paper towels and sanitary napkins) and liquid hand soap will be furnished by contractor (see “Paper Products/Liquid Hand Soap”).
- All cleaning supplies including sanitizer and bio kits to be furnished by contractor.
- Contractor employees will wear medical gloves and respiratory masks as needed.
- Contractor employees must sign in/out on a time sheet daily.
- Other duties as assigned by UTA personnel as needed.
- Deductions of pay will be made if cleaning is not acceptable to UTA Management.
- Sanitize means to use an approved antibacterial alcohol sanitizer.

CLEANING SUPERVISOR WILL BE REQUIRED TO DO THE FOLLOWING:

- Be present Monday through Saturday 8:00 PM – 4:30 AM.
- Attend UTA Rail Vehicle Maintenance Manager staff meetings as requested.
- Contact a UTA representative at the beginning of cleaning to find out specific needs.
- Contact a UTA Representative when finished each day to find out specific needs.
- Be available to be contacted 24 hours a day 7 days a week to take care of problems that may arise. Make available at least one employee for a 1-hour response call-out.

- Problems should be resolved in a reasonable amount of time to be determined by UTA.
- Must check and sign off duties performed by employees and provide a copy of check sheet to UTA personnel and maintain a record of them.

SITE ADDRESS:

Warm Springs
900 North 500 West
Ave
Salt Lake City, UT 84116

Ogden Station
2350 S Wall Ave
Ogden, UT 84401

Provo Station
690 S University
Provo, UT 84601

DAILY CLEANING REQUIREMENTS:

LOCATION	TASK DESCRIPTION
RESTROOMS	1. Restock toilet paper, paper towels and soap in correct dispensers.
	2. Clean and sanitize all fixtures (toilets, sinks, mirrors, etc.)
	3. Clean down walls and interior doors.
	4. Clean waste containers and replace liners.
	5. Clean and sanitize all steel fixtures inside bathroom.
	6. Sweep, scrub, and mop floor daily to remove dirt and grease.
PASSENGER SEATING AREAS AND COMMON AREAS	1. Clean windowsills, ledges, and outlet plates
	2. Clean and sanitize all table tops and table legs, remove gum, candy, etc.
	3. Clean down walls daily to remove prints, grease, scuff marks, etc.
	4. Clean and sanitize all handrails, seats, and tabletops.
	5. Clean seats and sanitize plastic around seats to remove stains, dirt, etc. with approved disinfectant (alcohol swabs or disinfectant wipes).
	6. Clean and remove trash between seats and wall and around seat arms.
	7. Vacuum all seats to remove dust. Remove gum, spots, and spills.
	8. Clean light fixtures to remove fingerprints and stains.
	9. Clean underneath all seats to remove trash.
	10. Clean heating vents under all seats to remove prints, stains, gum, stickers, etc.
	11. Clean steel on bottom of seats to remove gum, candy, stains, fingerprints, etc.
	12. Clean wall and remove trash from behind wheelchair areas.
	13. Sweep and mop all areas without carpet and clean by hand hard to reach areas.
	14. Clean and sanitize all handrails on stairwells and luggage racks.
	15. Clean stairwells – scrub yellow stripes to remove dirt.
	16. Clean the side of seal that divides carpet and floor on train.
	17. Clean and scrub all entrance seals.
	18. Vacuum all carpeted areas.
	19. Clean all entrance doors and interior/exterior door frames and steps.
	20. Vacuum & clean floors, doors, and walls in walkways between cars.
	21. Clean floors, walls and detail and sanitize drivers cab in cab car.
	22. Clean all windows and partitions with anti-streak cleaner using nonabrasive rage.
SANITIZING	As part of or after cleaning as outlined above the following areas shall be sanitized:
	1. All doorknobs and handles
	2. All handrails
	3. All tables
	4. All vinyl seat backs
	5. All window wills
AS REQUIRED	1. Remove any stains on carpets or seats
	2. Remove vomit on carpets or seats with bio kits and dispose of IAW with city and State laws.

	3. Clean up blood stains with bio kits and dispose of IAW with city and State laws.
	4. Remove and clean up all graffiti (UTA to provide the cleaner to remove graffiti) from walls, seats, and floors. Inside and outside of car.
	5. Clean janitors storage area and cabinets.
	6. Turn in all lost and found to UTA Supervisor or Employee in Charge.

PAY ELEMENTS AND PERCENTAGES (Daily Cleaning):

DAILY CLEANING SERVICES	% Value
Restrooms	15%
Sweep and Remove Trash	10%
Mop all no-carpeted floors	10%
Vacuum all carpeted areas	10%
Vacuum upholstered seats, wash down vinyl seats	10%
Clean up spills	10%
Clean up bio waste as required	10%
Clean operators' areas in cab car	5%
Sanitize	20%

DEEP CLEANING SERVICES (WARM SPRINGS)

Major deep cleaning requires a minimum of two (2) employees to complete one (1) vehicle daily or nightly. Cleaning schedule and car assignments will be determined by the responsible Maintenance Supervisor or Manager. Typically, the schedule will be Monday through Saturday 6:00 AM – 4:30 PM.

CONTRACT REQUIREMENTS AND CONDITIONS:

- Clean Frontrunner train cars at Warm Springs Building
- Cleaning consists of deep cleaning 1 consist (currently 3 rail cars but can vary) daily or nightly.
- Cars may be inside the shop, outside the building on track 18, the East yard or at a remote location outside the Warm Springs Yard. (See bid schedule).
- Cleaners must not delay trains. If a train is not thoroughly cleaned deductions to pay may be made per UTA checklist.
- All consumable supplies including garbage can liners, cleaning supplies, etc. will be furnished by contractor.
- Paper products (toilet paper, paper towels, and sanitary napkins) and liquid hand soap will be furnished by contractor (se "Paper Products/Liquid Hand Soap").
- All cleaning supplies including sanitizer and bio kits to be furnished by contractor.
- Contractor employees will wear medical gloves and respiratory masks as needed.
- Contractor employees must sign in/out on time sheet daily.
- Other duties as assigned by UTA personnel as needed.
- Deductions of pay will be made if cleaning is not acceptable to UTA Management.
- Sanitize means to use an approved antibacterial alcohol sanitizer.

CLEANING SUPERVISOR WILL BE REQUIRED TO DO THE FOLLOWING:

See "Daily Cleaning Services" above.

SITE ADDRESS:

Warm Springs
900 North 500 West
Salt Lake City, UT 84116

DEEP CLEANING REQUIREMENTS:

LOCATION	TASK DESCRIPTION
RESTROOMS	1. Restock toilet paper, paper towels, and soap in correct dispensers.
	2. Scrub and sanitize all fixtures (toilets, sinks, mirrors, etc.
	3. Scrub down walls and interior doors.
	4. Clean and sanitize waste containers and replace liners.
	5. Clean and sanitize all steel fixtures inside bathroom.
	6. Sweep, scrub, and mop floor.
PASSENGER SEATING AREAS AND COMMON AREAS	1. Scrub and sanitize windowsills, ledges, and outlet plates.
	2. Scrub and sanitize all table tops and table legs, remove gum, candy, etc.
	3. Scrub down walls to remove prints, grease, scuff marks, graffiti, etc.
	4. Clean ceilings and overhead grills (remove & clean grills where allowed).
	5. Clean and sanitize all handrails on stairwells and luggage racks.
	6. Scrub and sanitize plastic around seats and wall and around seat arms.
	7. Clean and remove trash between seats and wall and around seat arms.
	8. Vacuum seats to remove dust. Remove gum, spots, and spills.
	9. Shampoo seats with approved shampoo.
	10. Clean light fixtures to remove fingerprints and stains (remove and clean where allowed)
	11. Clean underneath all seats to remove trash.
	12. Clean heating vents under all seats to remove prints, stains, gum, stickers, etc.
	13. Clean steel on bottom of seats to remove gum, candy, stains, fingerprints, etc.
	14. Scrub wall and remove trash from behind wheelchair areas.
	15. Sweep and mop all areas without carpet and clean by hand hard to reach areas. Trash should not be swept onto the ground in the shop.
	16. Clean stairwells – scrub yellow stripes to remove dirt.
	17. Clean the side of seal that divides carpet and floor on train.
	18. Clean and scrub all entrance seals.
	19. Vacuum and shampoo all carpeted areas and clean reflective strips.
	20. Scrub and degrease all entrance doors and interior/exterior door frames and steps.
	21. Vacuum & scrub floors, doors, and walls in walkways between cars.
	22. Clean and scrub floors, walls and detail and sanitize drivers cab in cab car.
	23. Clean all windows and partitions with anti-streak cleaner using nonabrasive rags.
SANITIZING	As part of or after cleaning as outlined above the following areas shall be sanitized:
	1. All doorknobs and handles.
	2. All handrails.
	3. All tables.
	4. All vinyl seat backs.
	5. All windowsills.

PAY ELEMENTS AND PERCENTAGES (Deep Cleaning):

Deep Cleaning Services	% Value
Restrooms	15%
Sweep and remove trash	10%
Mop all no-carpeted floors	10%
Vacuum and shampoo all carpeted areas	10%
Vacuum upholstered seats, wash down vinyl seats	10%

Clean up spills	10%
Clean up bio waste as required	10%
Clean operators' areas in cab car	5%
Sanitize	20%

EXHIBIT B

This Contract will not exceed \$4,695,121.41 for three (3) years for all services and efforts as described in the Scope of Work and Contract above with the detailed pricing below. The additional option years shall not exceed \$1,632,406.17 for the first option year and \$1,685,464.39 for the second option year. UTA will pay for these services each month after approval of monthly invoices. An invoice for work completed shall be submitted monthly by the Consultant to the UTA Accounts Payable department.

COST SCHEDULE TRAX LIGHT RAIL

1. DAY PORTER SERVICES: Pricing and payment will be at an hourly rate for Porter services provided at *Daybreak Parkway Station, West Valley Hub Station, Central Pointe Station, Draper Towne Center Station, Salt Lake Central Station, Medical Center Station, and Airport Station. It is the responsibility of the contractor to average out the costs of the different locations and varying days of the week.

BASIC CONTRACT PERIOD (July 1, 2023 – June 30, 2026):

Rail Car Cleaning Services	Hours Per Shift AM	Hours Per Shift PM	Dollar Amount (Per Hour)
Daybreak Parkway Station Rail Car Cleaning – Monday through Saturday	3	4	\$ 18.99 Per Hour
West Valley Central Station Rail Car Cleaning – Monday through Saturday	3	4	
Draper Towne Center Station Rail Car Cleaning – Monday through Saturday	3	4	
Central Pointe Station Rail Car Cleaning – Monday through Saturday	2	0	
Medical Center Station Rail Car Cleaning – Monday through Saturday	3	4	
Airport Station Rail Car Cleaning - Monday through Saturday	3	4	
Salt Lake Central Station Rail Car Cleaning – Monday through Saturday	3	4	

*Daybreak Parkway Station Porter Services will be at an hourly rate. Daybreak Parkway Station Night Cleaning Services will be at a per car rate. (See Daybreak Parkway Station Night Cleaning Services).

DAYBREAK PARKWAY STATION NIGHT CLEANING SERVICES

Pricing and payment will be per train car cleaned. (See schedule and estimates below)

BASIC CONTRACT PERIOD (July 1, 2023 – June 30, 2026):

	Estimated Number Per Day	Dollar Amount Per Car
Rail Cars Sunday (To include "As Required" items noted above)	3	\$ 16.96 Per Car
Rail Cars Monday – Thursday (To include "As Required" items noted above)	7	
Maintain Service Area (See Pay Element 5) Sunday – Thursday Night	Nightly – (Daybreak Platform – Tail Track)	\$12.03

*See below for daily/monthly estimates.

Pricing and payment will be based per the ACTUAL number of vehicles serviced at the Daybreak Parkway Station. The number of vehicles indicated is for a one-month period and is provided as a representation and an estimate for bidding purposes only. Vehicle numbers are an estimate based on current schedules but may change for a variety of reasons throughout the year and from week to week. Working days and/or hours may change with the needs of UTA. Payment will only be made for vehicles cleaned.

Sunday Daybreak LRV night cleaning: 3 cars x 1 = 3 x 52 weeks annually = 156 vehicles annually divided by 12 months = 13 Monthly.

Monday through Thursday Daybreak LRV night cleaning: 7 cars x 4 = 28 x 52 weeks annually = 1456 vehicles annually divided by 12 months = 121 Monthly.

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

Pricing and payment will be per train car cleaned. (See schedule and estimates below)

BASIC CONTRACT PERIOD (July 1, 2023 – June 30, 2026):

	Estimated Number		Dollar Amount Per Car
	JRRSC	MRSC	JRRSC/MRSC
Rail Cars Monday – Thursday (To include “As Required” items noted above).	39	19	\$21.69 Per Car
Rail Cars Friday (To include “As Required” items noted above).	40	20	
Rail Cars Saturday (To include “As Required” items noted above).	30	19	
Rail Cars Sunday (To include “As Required” items noted above).	17	11	
Maintain Service Area (See Pay Element 5)	Daily	Daily	\$12.03 Per Area

FIRST OPTION YEAR (July 1, 2026 – June 30, 2027):

	Estimated Number		Dollar Amount Per Car
	JRRSC	MRSC	JRRSC/MRSC
Rail Cars Monday – Thursday (To include “As Required” items noted above).	39	19	\$23.18 Per Car

Rail Cars Friday (To include "As Required" items noted above).	40	20	
Rail Cars Saturday (To include "As Required" items noted above).	30	19	
Rail Cars Sunday (To include "As Required" items noted above).	17	11	
Maintain Service Area (See Pay Element 5)	Daily	Daily	\$12.51 Per Area

SECOND OPTION YEAR (July 1, 2027 – June 30, 2028):

	Estimated Number		Dollar Amount Per Car
	JRRSC	MRSC	JRRSC/MRSC
Rail Cars Monday – Thursday (To include "As Required" items noted above).	39	19	\$24.11 Per Car
Rail Cars Friday (To include "As Required" items noted above).	40	20	
Rail Cars Saturday (To include "As Required" items noted above).	30	19	
Rail Cars Sunday (To include "As Required" items noted above).	17	11	
Maintain Service Area (See Pay Element 5)	Daily	Daily	\$13.01 Per Area

*See below for nightly/monthly estimates.

Pricing and payment will be based per the ACTUAL number of vehicles serviced at the Jordan River Rail Service Center (JRRSC) and the Midvale Rail Service Center (MRSC). The number of vehicles indicated is for a one-month period and is provided as a representation and an estimate for bidding purposes only. Vehicle numbers are an estimate based on current schedules but may change for a variety of reasons throughout the year and from week to week. Working days and/or hours may change with the needs of UTA. Payment will only be made for vehicles cleaned.

Monday through Thursday LRV night cleaning: 58 cars x 4 = 232 x 52 weeks annually = 12,064 vehicles annually divided by 12 months = **1,005** Monthly.

Friday night cleaning: 60 cars x 52 weeks annually = 3,120 vehicles divided by 12 months = **260** Monthly

Saturday night cleaning: 49 cars x 52 weeks annually = 2,548 vehicles divided by 12 months = **212** Monthly

Sunday night cleaning: 28 cars x 52 weeks annually = 1,456 vehicles divided by 12 months = **121** Monthly

Estimated Total Cars per Month: 1005 + 260 + 212 + 121 = **1,598** monthly

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

Pricing and payment will be per train car cleaned. (See schedule and estimates below)

BASIC CONTRACT PERIOD (July 1, 2023 – June 30, 2026):

	Estimated Number		Dollar Amount Per Car
	JRRSC	MRSC	JRRSC/MRSC
Deep Clean Rail Cars	22	13	\$178.87 Per Car
Maintain Service Area (See Pay Element 5)	Daily	Daily	\$12.03 Per Area

FIRST OPTION YEAR (July 1, 2026 – June 30, 2027):

	Estimated Number		Dollar Amount Per Car
	JRRSC	MRSC	JRRSC/MRSC
Deep Clean Rail Cars	22	13	\$186.25 Per Car
Maintain Service Area (See Pay Element 5)	Daily	Daily	\$12.51 Per Area

SECOND OPTION YEAR (July 1, 2027 – June 30, 2028):

	Estimated Number		Dollar Amount Per Car
	JRRSC	MRSC	JRRSC/MRSC
Deep Clean Rail Cars	22	13	\$193.70 Per Car
Maintain Service Area (See Pay Element 5)	Daily	Daily	\$13.01 Per Area

*See below for daily/monthly estimates:

Pricing and payment will be based per the ACTUAL number of vehicles serviced at the Jordan River Rail Service Center (JRRSC) and Midvale Rail Service Center (MRSC). The number of vehicles indicated is for a one-month period and is provided as a representation and an estimate for bidding purposes only.

Vehicle numbers are an estimate based on current schedules but may change for a variety of reasons throughout the year and from week to week. Working days and/or hours may change with the needs of UTA. Payment will only be made for vehicles cleaned.

Daily Major Cleaning: 416 cars annually divided by 12 months = **34 cars** monthly

An Annual Special Service (Spring deep clean) may be required depending on the condition of LRV's in the Spring. Additional services required in addition to a "Deep Clean" will be addressed per LRV as needed.

UTAH TRANSIT AUTHORITY

COST SCHEDULE COMMUTER RAIL

Other services stated on the cost schedule are provided strictly on an as-needed basis and can only be requested from a UTA project manager.

FRONTRUNNER

BASIC CONTRACT PERIOD (July 1, 2023 – June 30, 2026):

Pricing and payment will be per train car cleaned.

1. DAILY CLEANING SERVICES (WARM SPRINGS DIVISION):

	Estimated Number per Day	\$ Amount per Car Per Cleaning
Rail Cars (To include "AS Required" items noted above).	18	\$47.03
Drivers' area in Cab Car Compartment	6	\$4.77
Additional mileage cost per mile for services outside Warm Springs Yard. Cleaning services will remain the same	Per Mile	\$0.62

2. DEEP CLEANING SERVICES (WARM SPRINGS DIVISION):

	Estimated Number per Day	\$ Amount per Car Per Cleaning
Rail Cars, Deep Clean	3	\$248.14
Drivers' area in Cab Car Compartment	1	\$23.85
Additional mileage cost per mile for services outside Warm Springs Yard. Cleaning services will remain the same	Per Mile	\$0.62

3. DAY PORTER (PROVO STATION):

	Estimated Number per Day	\$ Amount per Car Per Cleaning
Rail Car Cleaning Weekday – Monday through Friday Pull-Out	72	\$4.26
Other Services	Frequency	Amount Per Day
Platform Cleaning – Monday through Saturday	Daily – As Required	\$12.03
Break Room Cleaning – Monday through Saturday	Twice Daily (AM and PM)	\$39.46

4. DAILY CLEANING SERVICES (PROVO STATION):

	Estimated Number per Day	\$ Amount per Car Per Cleaning
Rail Cars	12	\$47.03
Operator's Compartment in Cab Car	4	\$4.77
Area Cleanup	Daily	\$12.03

5. DAY PORTER SERVICES (OGDEN STATION):

	Estimated Number per Day	\$ Amount per Car Per Cleaning
Rail Car Cleaning Weekday – Monday through Friday Pull-Out	75	\$4.26
Other Services	Frequency	Amount Per Day
Platform Cleaning – Monday through Saturday	Daily – As Required	\$12.03
Break Room Cleaning – Monday through Saturday	Twice Daily (AM and PM)	\$39.46

6. DAILY CLEANING SERVICES (OGDEN STATION):

	Estimated Number per Day	\$ Amount per Car Per Cleaning
Rail Cars	6	\$47.03
Operator's Compartment in Cab Car	2	4.77
Area Cleanup	Daily	\$12.03

FIRST OPTION YEAR (July 1, 2026 – June 30,

2027): Pricing and payment will be per train car

cleaned DAILY CLEANING SERVICES (WARM SPRINGS DIVISION):

	Estimated Number per Day	\$ Amount per Car Per Cleaning
Rail Cars (To include "AS Required" items noted above).	18	\$48.91
Drivers' area in Cab Car Compartment	6	\$4.96
Additional mileage cost per mile for services outside Warm Springs Yard. Cleaning services will remain the same	Per Mile	\$0.64

2. DEEP CLEANING SERVICES (WARM SPRINGS DIVISION):

	Estimated Number per Day	\$ Amount per Car Per Cleaning
Rail Cars, Deep Clean	3	\$258.07
Drivers' area in Cab Car Compartment	1	\$24.80

Additional mileage cost per mile for services outside Warm Springs Yard. Cleaning services will remain the same	Per Mile	\$0.64
---	----------	--------

3. DAY PORTER (PROVO STATION):

	Estimated Number per Day	\$ Amount per Car Per Cleaning
Rail Car Cleaning Weekday – Monday through Friday Pull-Out	72	\$4.43
Other Services	Frequency	Amount Per Day
Platform Cleaning – Monday through Saturday	Daily – As Required	\$12.55
Break Room Cleaning – Monday through Saturday	Twice Daily (AM and PM)	\$41.03

4. DAILY CLEANING SERVICES (PROVO STATION):

	Estimated Number per Day	\$ Amount per Car Per Cleaning
Rail Cars	12	\$48.91
Operator's Compartment in Cab Car	4	\$4.96
Area Cleanup	Daily	\$12.51

5. DAY PORTER SERVICES (OGDEN STATION):

	Estimated Number per Day	\$ Amount per Car Per Cleaning
Rail Car Cleaning Weekday – Monday through Friday Pull-Out	75	\$4.43
Other Services	Frequency	Amount Per Day
Platform Cleaning – Monday through Saturday	Daily – As Required	\$12.51

Break Room Cleaning – Monday through Saturday	Twice Daily (AM and PM)	\$41.04
---	----------------------------	---------

6. DAILY CLEANING SERVICES (OGDEN STATION):

	Estimated Number per Day	\$ Amount per Car Per Cleaning
Rail Cars	6	\$48.91
Operator's Compartment in Cab Car	2	\$4.96
Area Cleanup	Daily	\$12.51

SECOND OPTION YEAR (July 1, 2027 – June 30, 2028):

Pricing and payment will be per train car cleaned.

1. DAILY CLEANING SERVICES (WARM SPRINGS DIVISION):

	Estimated Number per Day	\$ Amount per Car Per Cleaning
Rail Cars (To include "AS Required" items noted above).	18	\$50.87
Drivers' area in Cab Car Compartment	6	\$5.15
Additional mileage cost per mile for services outside Warm Springs Yard. Cleaning services will remain the same	Per Mile	\$0.66

2. DEEP CLEANING SERVICES (WARM SPRINGS DIVISION):

	Estimated Number per Day	\$ Amount per Car Per Cleaning
Rail Cars, Deep Clean	3	\$268.39
Drivers' area in Cab Car Compartment	1	\$25.79

Additional mileage cost per mile for services outside Warm Springs Yard. Cleaning services will remain the same	Per Mile	\$0.66
---	----------	--------

3. DAY PORTER (PROVO STATION):

	Estimated Number per Day	\$ Amount per Car Per Cleaning
Rail Car Cleaning Weekday – Monday through Friday Pull-Out	72	\$4.60
Other Services	Frequency	Amount Per Day
Platform Cleaning – Monday through Saturday	Daily – As Required	\$13.05
Break Room Cleaning – Monday through Saturday	Twice Daily (AM and PM)	\$42.67

4. DAILY CLEANING SERVICES (PROVO STATION):

	Estimated Number per Day	\$ Amount per Car Per Cleaning
Rail Cars	12	\$50.87
Operator's Compartment in Cab Car	4	\$5.16
Area Cleanup	Daily	\$13.01

5. DAY PORTER SERVICES (OGDEN STATION):

	Estimated Number per Day	\$ Amount per Car Per Cleaning
Rail Car Cleaning Weekday – Monday through Friday Pull-Out	75	\$4.60
Other Services	Frequency	Amount Per Day

Platform Cleaning – Monday through Saturday	Daily – As Required	\$13.01
Break Room Cleaning – Monday through Saturday	Twice Daily (AM and PM)	\$42.68

6. DAILY CLEANING SERVICES (OGDEN STATION):

	Estimated Number per Day	\$ Amount per Car Per Cleaning
Rail Cars	6	\$50.87
Operator's Compartment in Cab Car	2	\$5.16
Area Cleanup	Daily	\$13.01