Utah Transit Authority

Board of Trustees

REGULAR MEETING AGENDA

669 West 200 South
Salt Lake City, UT 84101

Wednesday, March 27, 2024 **9:00 AM** **FrontLines Headquarters**

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

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

1.	**Call to Order and Opening Remarks**	Chair Carlton Christensen
2.	**Pledge of Allegiance**	Chair Carlton Christensen
3.	**Safety First Minute**	Kim Shanklin
4.	**Public Comment**	Chair Carlton Christensen
5.	**Consent**	Chair Carlton Christensen
	a. Approval of March 13, 2024 Board Meeting Minutes	
	b. Audit Committee Charter	
6.	**Reports**	
	a. Executive Director Report - Transit Technical Education Center Design Update	Jay Fox
	b. Pension Committee Report	Jeff Acerson
7.	**Resolutions**	
	a. R2024-03-07 - Resolution Authorizing the Purchase of Real Property from Goldenwest Credit Union for the OGX BRT Project (Parcel 150)	Paul Drake
8.	**Contracts, Disbursements and Grants**	
	a. Revenue Contract: Transit Vehicle Commercial Advertising (Lamar Transit Advertising)	Heather Barnum
	b. Contract: Mersen Ground Brush Assemblies (Siemens Mobility, Inc.)	Kyle Stockley Robert Balsamo

c.	Contract: Microsoft Enterprise Agreement (SHI International Corp.)	Kyle Brimley Tom Smith
d.	Contract: Microsoft Azure Cloud Services (SHI International Corp.)	Kyle Brimley Tom Smith
e.	Contract: Motor Pool Key Management System (Government Marketing & Procurement, LLC)	Daniel Hofer Trice Batty
f.	Contract: Leadership Development Support Services (Shari Burgess)	Joy Kapos
g.	Contract: Electronic Voucher System Development, Testing and Demonstration Phase 2 (Kinetech Cloud, LLC)	Tracy Young
h.	Contract: 200 South - Bus Stop Shelter Installation (Landmark Companies Inc.)	Jacob Wouden Travis Colledge
i.	Contract: Mt. Ogden Administration Building Design Services (AECOM Technical Services, Inc.)	David Osborn
j.	Change Order: Depot District Clean Fuels Technology Center Contract Change Order No. 43 - Underground Power Unused Provisional Sum Credit (Big-D Construction)	David Osborn
k.	Change Order: On-Call Infrastructure Maintenance Contract Task Order #23-102 - Union Interlocking Material Purchase (Stacy and Witbeck, Inc.)	Jared Scarbrough Jacob Wouden
l.	Change Order: Tire Lease Program Close Out (Michelin North America, Inc.)	Nathan Hess Lorin Simpson
m.	Pre-Procurements - Natural Gas Fuel Broker - Paint System and Supplies - Hydraulic Hoses and Fittings	Todd Mills

9. Service and Fare Approvals

a.	Service Agreement: Trolley Bus Service Agreement (Ogden City Corporation)	Camille Glenn
b.	Fare Agreement: Special Events and Police Service Agreement for Salt Lake City Marathon (High Altitude Special Events “HASE”)	Kensey Kunkel
c.	Fare Agreement: Special Events Agreement (Utah Film Center)	Kensey Kunkel

10. Budget and Other Approvals

a. TBA2024-03-01 - Technical Budget Adjustment for Capital Budget Transfer — Daniel Hofer, Gregory Andrews

11. Discussion Items

a. Service Design Standards — Russ Fox

12. Other Business — Chair Carlton Christensen

a. Next Meeting: Wednesday, April 17th, 2024 at 9:00 a.m.

13. Closed Session — Chair Carlton Christensen

a. Strategy Session to Discuss the Purchase, Exchange, or Lease of Real Property

14. Open Session — Chair Carlton Christensen

15. Adjourn — Chair Carlton Christensen

Meeting Information:

- Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting adacompliance@rideuta.com or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.
- Meeting proceedings may be viewed remotely by following the meeting portal link on the UTA Public Meeting Portal - https://rideuta.legistar.com/Calendar.aspx
- In the event of technical difficulties with the remote connection or live-stream, the meeting will proceed in person and in compliance with the Open and Public Meetings Act.
- Public Comment may be given live during the meeting by attending in person at the meeting location OR by joining the remote Zoom meeting below.
    - Use this link- https://rideuta.zoom.us/webinar/register/WN_E-fa_u-DTmK9cqNLLxkzDg and follow the instructions to register for the meeting (you will need to provide your name and email address).
    - Sign on to the Zoom meeting through the URL provided after registering
    - Sign on 5 minutes prior to the meeting start time.
    - Use the "raise hand" function in Zoom to indicate you would like to make a comment.
    - Comments are limited to 3 minutes per commenter.
- Public Comment may also be given through alternate means. See instructions below.
    - Comment online at https://www.rideuta.com/Board-of-Trustees
    - Comment via email at boardoftrustees@rideuta.com
    - Comment by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – specify that your comment is for the board meeting.
    - Comments submitted before 2:00 p.m. on Tuesday, March 26th will be distributed to board members prior to the meeting.
- Meetings are audio and video recorded and live-streamed
- Members of the Board of Trustees and meeting presenters will participate in person, however trustees may join electronically as needed with 24 hours advance notice.

- Motions, including final actions, may be taken in relation to any topic listed on the agenda.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 3/27/2024

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

TITLE:

Approval of March 13, 2024 Board Meeting Minutes

AGENDA ITEM TYPE:
Minutes

RECOMMENDATION:
Approve the minutes of the March 13, 2024, Board of Trustees meeting

BACKGROUND:
A meeting of the UTA Board of Trustees was held in person at UTA Frontlines Headquarters and broadcast live via the UTA Board Meetings page on Wednesday March 13, 2024 at 9:00 a.m. Minutes from the meeting document the actions of the Board and summarize the discussion that took place in the meeting. A full audio recording of the meeting is available on the Utah Public Notice Website <https://www.utah.gov/pmn/sitemap/notice/898187.html> and video feed is available through the UTA Board Meetings page <https://rideuta.legistar.com/Calendar.aspx>.

ATTACHMENTS:
1. 2024-03-13_BOT_Minutes_unapproved

Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Wednesday, March 13, 2024 **9:00 AM** **FrontLines Headquarters**

Present: Chair Carlton Christensen
Trustee Beth Holbrook
Trustee Jeff Acerson

Also attending were UTA staff and interested community members.

1. Call to Order and Opening Remarks

Chair Carlton Christensen welcomed attendees and called the meeting to order at 9:03 a.m.

2. Pledge of Allegiance

Attendees recited the Pledge of Allegiance.

3. Safety First Minute

David Hancock, UTA Chief Capital Services Officer, delivered a brief safety message.

4. Public Comment

In Person/Virtual Comment
James Allen, who joined the meeting virtually, commended UTA for the services it provides. He requested information on how to best support the agency and suggested improvements to service, including adding FrontRunner service on Sundays.

(Note: public comment is accessible at https://rideuta.granicus.com/player/clip/289?view_id=1&redirect=true.)

Online Comment
No online comment was received.

5. Consent

a. Approval of February 28, 2024 Board Meeting Minutes

b. Financial Report - January 2024

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

6. Reports

a. Executive Director Report

- **Ad Campaign Presentation**

Ad Campaign Presentation
Jay Fox, UTA Executive Director, shared a video and images from the agency's "road therapy" advertisement campaign, which recently received national recognition.

Finance School
J. Fox spoke about his attendance at "finance school," which is an internal initiative designed to increase awareness of finance office functions.

b. Financial Report - Preliminary December 2023

Viola Miller, UTA Chief Financial Officer, was joined by Brad Armstrong, UTA Director of Budget & Financial Strategy; Gregory Andrews, UTA Senior Financial Analyst; and David Hancock.

Staff reviewed December 2023 preliminary numbers for the following:

- Financial dashboard
- Sales tax revenue
- Sales tax collections by county
- Sales tax history
- Sales tax growth and passenger revenues
- Full-time equivalent (FTE) staffing
- Operating financial results
- Capital spending, including spending by project

Staff also reviewed the January 2024 operating financial results.

Discussion ensued. Questions on the 2023 sales tax budget projections, federal funding, parts projections, commuter rail vehicle rehabilitation, timeline for receipt of commuter rail cars purchased from North County Transit District (NCTD), impacts of NCTD delivery delays on UTA service, and commuter rail engine overhaul challenges were posed by the board and answered by staff. The board requested staff provide reports on 1) a comparison of administrative vacancies at UTA to other transit agencies and 2) commuter rail capacity in a future meeting.

7. Resolutions

a. R2024-03-01 - Resolution Adopting Revised Board Policies

Annette Royle, UTA Director of Board Governance, was joined by Neiufi Iongi, UTA Public Policy Analyst.

Iongi outlined the resolution, which adopts revisions to Board Policy 5.1 Transit-Oriented Development and Board Policy 5.2 Real Property.

Revisions to Board Policy 5.1 include incorporating changes to the station area planning process required by 2022 House Bill 462 Housing Affordability Amendments and adding board approval for TOD design standards, UTA Local Advisory Council (LAC) approval of TOD master plans prior to board adoption, and requirements for conflict avoidance.

Revisions to Board Policy 5.2 include clarifying and aligning definitions to be consistent with other board policies, updating requirements for the classification of real property, and adding LAC consultation for the acquisition and disposition of real property for TOD.

Discussion ensued, during which Iongi clarified the policy applies specifically to real property owned by UTA.

Royle noted board policies are the strategic governing policies of the agency and align with statute, but there are other agency policies and procedures that operationalize the structure and processes outlined in the board policies.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

b. R2024-03-02 - Resolution Approving UTA Moves 2050 - Long Range Transit Plan (LRTP)

Russ Fox, UTA Director of Planning, was joined by Megan Waters, UTA Community Engagement Director, and Alex Beim, UTA Manager of Long-Range Strategic Planning.

Beim summarized the resolution, which approves the UTA Moves 2050 - Long-Range Transit Plan (LRTP).

Beim provided an overview of the LRTP, spoke about documentation that is available online, and outlined next steps. He noted the LAC reviewed the LRTP in its February 21, 2024, meeting and recommended adoption by the UTA Board of Trustees.

Discussion ensued. The board recommended staff formulate a list of priorities in conjunction with the LRTP (both constrained and unconstrained), connect with municipalities to provide education and support for transit planning, and work to have local bus service included in Utah's Unified Transportation Plan.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

c. R2024-03-03 - Resolution Designating Authorized Users for the Authority's Utah Public Treasurers' Investment Fund Accounts

Viola Miller was joined by Rob Lamph, UTA Assistant Treasurer.

Lamph outlined the resolution, which designates authorized users for UTA's Utah Public Treasurers' Investment Fund (PTIF) accounts.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

d. R2024-03-04 - Resolution Authorizing the Adoption of Certain Fees

Tim Merrill, Assistant Attorney General, was joined by Eric Barrett, UTA Acting Comptroller, and Michael Goldman, UTA Special Services Program Manager.

Goldman summarized the resolution, which authorizes the adoption of the fees pertaining to 1) communications and marketing, 2) government records requests, 3) public safety, 4) real estate and transit-oriented development (TOD), and 5) vanpool.

(Note: real estate and TOD licensing and leasing fees will be brought to the board in a future meeting.)

Discussion ensued. A question on bike locker use was posed by the board and answered by staff. The board recommended clarifying the "rush fee" in the communications and marketing section to indicate the fee is in addition to the initial application fee.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

e. R2024-03-05 - Resolution Appointing Officers and Setting Compensation for District Officers and Employees

Kim Shanklin, UTA Chief People Officer, outlined the resolution, which appoints officers and sets compensation for district officers and administrative employees, as required by statute. She noted the pay structure includes an increase of 2% to the midpoint of the overall salary structure. She also discussed mid-year adjustments allowed by resolution, which include placing positions in the structure for new budgeted jobs, existing jobs that change more than 50% (as specified in Corporate Policy 6.7.2.1), and adjustments resulting from a review or appeal under UTA Policy UTA.05.04.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

f. R2024-03-06 - Resolution Approving Amendment Three to the Terms and Conditions of Employment for Executive Director Jay Fox

Chair Christensen summarized the resolution, which amends the terms and conditions of employment for J. Fox to reflect a 4% pay increase effective in January 2024.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

Chair Christensen called for a recess at 10:42 a.m.

The meeting reconvened at 10:53 a.m.

8. Contracts, Disbursements and Grants, Part I

a. Contract: South Jordan Lake Avenue TRAX Station Phase 1 Pre-Construction Services (Paulsen Construction LLC)

David Osborn, UTA Project Manager III, requested the board approve a $51,000 contract with Paulsen Construction LLC for pre-construction services on a new TRAX station located in South Jordan near Lake Avenue. Osborn noted Phase 2 of the project is for construction services and may be included as a change order to this contract. Staff will return to the board for approval of Phase 2 construction services.

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

b. Change Order: Civil Contractor Services for Battery Electric Bus Charging Infrastructure Change Order #002 - Additional Chargers and Pantographs (Cache Valley Electric Company)

David Osborn requested the board approve a $772,181.65 change order to the contract with Cache Valley Electric Company (CVE) for the addition of battery electric bus chargers and pantographs at 3900 South-Wasatch Boulevard and Central Pointe.

Discussion ensued during which Osborn noted this expense is included in the 2024 capital budget.

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

c. Change Order: On-Call Infrastructure Maintenance Contract Task Order #24-010 - Grade Crossing Other Track Materials Procurement (Stacy and Witbeck, Inc.)

Jacob Wouden, UTA Rail Infrastructure Project Manager, requested the board approve a $636,274 change order to the contract with Stacy and Witbeck, Inc. for the procurement of track material needed for grade crossing replacements scheduled in 2024. The total contract value, including the change order, is $36,061,071.

Discussion ensued. Questions on procuring materials through the contractor were posed by the board and answered by Wouden.

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

d. Pre-Procurements

- S-Line Extension Pre-construction and Construction
- On-Call Transit Systems Professional Services, Construction, Maintenance, and Repair
- Rideshare and Vanpool Preventive Maintenance
- Facilities Remodel/Reconfiguration General Contractor

This item was addressed during the meeting, but outside the agenda order. Chair Christensen moved to agenda item 9 and then returned to this topic.

9. Other Business

a. Next Meeting: Wednesday, March 27th, 2024 at 9:00 a.m.

8. Contracts, Disbursements and Grants, Part II

d. Pre-Procurements

- S-Line Extension Pre-construction and Construction
- On-Call Transit Systems Professional Services, Construction, Maintenance, and Repair
- Rideshare and Vanpool Preventive Maintenance
- Facilities Remodel/Reconfiguration General Contractor

Todd Mills, UTA Director of Supply Chain, indicated the agency intends to procure the goods and/or services outlined on the meeting agenda.

Discussion ensued. Questions on the structure of the S-Line extension contract, S-Line contractor selection timeline, preventative maintenance contractor pools, and historical use of specific contract types were posed by the board and answered by Mills.

10. Adjourn

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, to adjourn the meeting. The motion carried by a unanimous vote and the meeting adjourned at 11:08 a.m.

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

This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials and audio located at https://www.utah.gov/pmn/sitemap/notice/898187.html for entire content. Meeting materials, along with a time-stamped video recording, are also accessible at https://rideuta.granicus.com/player/clip/289?view_id=1&redirect=true.

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

Approved Date:

_____
Carlton J. Christensen
Chair, Board of Trustees

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 3/27/2024

TO: Board of Trustees
FROM: Annette Royle, Director of Board Governance
PRESENTER(S): Annette Royle, Director of Board Governance

TITLE:

Audit Committee Charter

AGENDA ITEM TYPE:
Other Approval

RECOMMENDATION:
Review and approve the Audit Committee Charter as presented.

BACKGROUND:
UTA Bylaws established the Audit Committee to direct the Internal Auditor to conduct audits determined to be most critical to the organization and to hear reports from the Internal Auditor and external auditors. The Bylaws also require the Audit Committee to function under the terms of an Audit Committee Charter that is reviewed annually.

DISCUSSION:
UTA's Audit Committee Charter was initially drafted to align with requirements set by the Utah State Auditor's Office and Utah's Public Transit District Act. The Audit Committee Charter being presented makes two modifications:

- Adds a confidentiality requirement to member duties as recommended by the State Auditor.
- Clarifies the committee's duty to review the Audit Committee Charter annually and as necessary, recommend charter revisions to the Board of Trustees for adoption.

The charter was reviewed and approved by the Audit Committee on March 11, 2024 with a recommendation to the Board of Trustees to adopt the charter as presented.

Note - the marked-up version of the proposed charter revisions was published in the Audit Committee's meeting packet for March 11, 2024 and can be accessed at

<https://rideuta.legistar.com/LegislationDetail.aspx?ID=6558949&GUID=E3E931EC-33CE-4FED-9985-AF03E12B6783&Options=&Search=>

ALTERNATIVES:

The Board may request revisions to the charter.

FISCAL IMPACT:

None

ATTACHMENTS:

Audit Committee Charter (Revised Draft - March 2024)

AUDIT COMMITTEE CHARTER

FOR THE UTAH TRANSIT AUTHORITY

Pursuant to the Utah Transit Authority's ("UTA") Bylaws, the Board of Trustees ("Board") has established an Audit Committee to provide oversight of both the internal and external audit functions.

The components of this Audit Committee Charter include:

- Mission Statement
- Composition and Requisite Skills
- Duties and Responsibilities
- Membership
- Meetings and notifications
- Decision-Making Process
- Reporting Requirements
- Charter Review

MISSION STATEMENT

The Audit Committee is established to assist the Board in fulfilling its responsibilities for overseeing UTA's accounting and financial reporting processes, the integrity of their financial statements, and responsibilities related to systems of internal controls.

COMPOSITION AND REQUISITE SKILLS

As set forth in UTA's Bylaws, the Audit Committee is comprised of the Board of Trustees and the Chair and Vice-Chair of the Advisory Council. The Chair of the Board of Trustees shall serve as the Chair of the Audit Committee.

The Committee will review accounting, auditing, and financial reports and evaluate UTA's financial statements, the external audit, and internal audit activities. Accordingly, the Audit Committee has a collective responsibility to ensure they:

1) Possess the requisite knowledge necessary to understand technical and complex financial reporting issues.
2) Have the ability to communicate with auditors, public finance officers and governing officials.
3) Are informed about internal controls, financial statement audits and management/operational audits.

DUTIES AND RESPONSIBILITIES

The duties and responsibilities of the Audit Committee include the following:

1) External Audit Focus
    a. Provide recommendations regarding the selection of the external auditor.
    b. Meet with the external auditor prior to commencement of the audit to, among other things, review the engagement letter.
    c. Review and discuss with the external auditor any risk assessment of the entity's fiscal operations developed as part of the auditor's responsibilities under governmental auditing standards for a financial statement audit, federal single audit standards, state compliance requirements, or agreed upon procedures.

d. Receive and review the draft annual audit report and accompanying draft management letter, including the external auditor's assessment of the entity's system of internal controls.
e. Make a recommendation to the Board of Trustees on accepting the annual audit report.
f. Review corrective action plans developed by UTA's management.

2) Internal Audit Focus
   a. Assist in the oversight of the internal audit function, including reviewing and approving the annual internal audit plan to ensure that high risk areas and key control activities are periodically evaluated and tested, and reviewing the results of internal audit activities.
   b. Review significant recommendations and findings of the Internal Auditor.
   c. Receive updates on management's implementation of the Internal Auditor's recommendations.
   d. Participate in the evaluation of the performance of the Internal Audit function.
   e. Review and approve an Internal Audit Charter annually.
3) Administrative Matters
   a. Hold regularly scheduled meetings.
   b. Review the Audit Committee Charter annually and as necessary, recommend Charter revisions to the Board of Trustees for adoption.

MEMBERSHIP DUTIES

The membership duties of the Audit Committee include the following:

1) Good Faith – Members of the Audit Committee shall perform their duties in good faith, in a manner they reasonably believe to be in the best interests of the Committee and UTA with such care as a generally prudent person in a similar position would use under similar circumstances.
2) Independence – An individual may not serve on the Audit Committee if he or she:
   a. Is employed by the entity (other than governing board members).
   b. Currently provides, or within the prior two years, has provided, goods or services to the entity.
   c. Is a family member of an employee or officer.
   d. Is the owner of or has a direct and material interest in a company providing goods or services to the entity.
3) Confidentiality – During the exercise of duties and responsibilities, the Committee members may have access to confidential information. The Committee shall have an obligation to the Utah Transit Authority to maintain the confidentiality of such information.

MEETINGS AND NOTIFICATIONS

The Audit Committee shall meet a minimum of four times each year. An agenda of each meeting should be clearly determined in advance and the Audit Committee should receive supporting documents in advance, for reasonable review and consideration.

The Audit Committee shall create meeting minutes which include the meeting:

1) Agenda
2) Time, date, and location
3) Attendance
4) Findings requiring further investigation
5) Items to report to the Board of Trustees

DECISION-MAKING PROCESS

All decisions shall be reached by vote of a simple majority of the total membership of the Committee. A quorum constitutes a simple majority of the total membership and meetings will not be conducted unless a quorum is present.

REPORTING REQUIREMENTS

The Audit Committee has the duty and responsibility to report its activities to the Board for their action as needed. The Audit Committee's reporting requirements are to:

1) Provide minutes or a summary of minutes of meetings which clearly record the actions and recommendations of the Committee.
2) Report on its review of UTA's draft annual external audit report and accompanying management letter and its review of significant findings.
3) Report on suspected fraud, waste or abuse, or significant internal control findings and activities of the internal control function.
4) Report on indications of material or significant non-compliances with laws or UTA policies and procedures.
5) Report on any other matters that the Committee believes should be disclosed and referred to the Board for their action.

CHARTER REVIEW

The UTA Audit Committee shall assess the adequacy of this Charter no less than an annual basis or as necessary. Charter modifications, as recommended by the Audit Committee, should be presented to the Board in writing for their review and action.

Revision/Review History:

Date	Action
11/28/2018	New UTA Bylaws adopted by R2018-11-01 establishing the Audit Committee and requiring an Audit Committee Charter to be reviewed annually (Bylaws since revised by R2019-06-01 with same provisions for Audit Committee).
6/10/2019	Audit Committee received draft Audit Committee Charter for review on 4/29/19; Audit Committee approved the Charter on 6/10/2019.
2/10/2020	Revised Audit Committee Charter approved by Committee on 2/10/20; adopted by the Board of Trustees on 2/26/20. Revisions expanded function of external auditor for state compliance requirements and agreed upon procedures.
4/19/2021	Audit Committee Charter approved by the Audit Committee with no changes.
4/18/2022	Committee adopted revised Audit Committee Charter on 4/18/2022. Revisions clarified the Audit Committee Chair and added the duty of the committee to approve the Internal Audit Plan annually.
3/6/2023	Audit Committee Charter presented to the Audit Committee for review and approval. Revisions expanded duties of committee to review and approve the Internal Audit Charter annually.
3/2024	Audit Committee Charter presented to the Audit Committee for review and approval on 3/11/2024 and to the Board of Trustees for adoption on 3/27/2024. Added confidentiality requirements to member duties and clarified process for annual charter review and revisions as necessary.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 3/27/2024

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

TITLE:

Executive Director Report

- **Transit Technical Education Center Design Update**

AGENDA ITEM TYPE:
Report

RECOMMENDATION:
Informational report for discussion

DISCUSSION:
Jay Fox, Executive Director, will provide the following:

- Transit Technical Education Center Design Update (Jay Fox)

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 4/17/2024

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

TITLE:

Pension Committee Report

AGENDA ITEM TYPE:
Report

RECOMMENDATION:
Informational report for discussion

DISCUSSION:
The Pension Committee met on March 14, 2024 . Trustee Jeff Acerson is Chair of the Pension Committee and will provide an update on Pension Committee activities.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 3/27/2024

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	David Hancock, Chief Capital Services Officer
PRESENTER(S):	Paul Drake, Director Real Estate & TOC

TITLE:

R2024-03-07 - Resolution Authorizing the Purchase of Real Property from Goldenwest Credit Union for the OGX BRT Project (Parcel 150)

AGENDA ITEM TYPE:
Resolution

RECOMMENDATION:
Approve Resolution R2024-03-07 authorizing the Executive Director to execute a real estate purchase contract for total acquisition of the Goldenwest Credit Union property for the Ogden-Weber State Bus Rapid Transit Project (OGX).

BACKGROUND:
UTA is in the final stages of purchasing a 5.3-mile corridor connecting the Ogden FrontRunner commuter rail station to Weber State University (WSU) and McKay Dee Hospital for the OGX BRT Project.

The OGX Project requires a strip of land (Parcel 150) and a temporary construction easement (Parcel 150:CE) from a property located at 3225 South Harrison Boulevard, Ogden.

The parcel is identified as Weber County Tax Parcel 04-017-0002. It is owned by Goldenwest Credit Union, a Utah corporation and is improved with a bank building constructed in 1982. The partial acquisition and easement are along the property frontage on Harrison Boulevard.

DISCUSSION:
The OGX project construction is complete. However, UTA needs to settle this acquisition to close out the FTA grant.

UTA offered $296,600 for the partial acquisitions based on the original appraisal and review appraisal in July 2021. During negotiations, the owners disagreed with the valuation claiming severance damages for the following reasons: proximity to Harrison Boulevard, reduced drive-through stacking, and loss of access.

On September 30, 2021, Goldenwest signed a Right of Entry and Occupancy Agreement (ROO) to allow the project to move forward during negotiations. The ROO was recorded on October 6, 2021, and $296,600 was deposited into escrow.

Over several months, UTA and Goldenwest held several meetings to discuss a cross-access agreement and various design details such as: flagpole relocation, storm and roof drainage, the retaining wall, and vehicle stacking in the drive-up lanes.

On January 14, 2022, Goldenwest ordered a second appraisal through the Utah Property Rights Ombudsman. The second appraisal was performed by David Cook on October 1, 2021. The concluded value of the partial acquisition (including damages) was $737,000 and the value of the total property was $1,825,000.

On August 4, 2022, UTA participated in a mediation with Goldenwest and the Utah Property Rights Ombudsman. Settlement at the mediation failed; however, the parties agreed to obtain a third appraisal and split the cost.

The third appraisal was performed by Chad Rigby, MAI on December 2, 2022. The value conclusion of the partial acquisition (including damages) was $850,000 and the value of the total property was $1,750,000.

After a long period of negotiations and legal considerations, UTA staff and Goldenwest have drafted a proposed settlement contract with the following terms:

Subject to FTA concurrence and UTA Board approval, UTA staff and Goldenwest have drafted the attached purchase and sale agreement based on the following terms:

1) Goldenwest to voluntarily sell UTA the whole property.
2) UTA will pay a purchase price of $1,787,500 based on the average of the two most recent appraisals ($1,825,000 and $1,750,000).
3) UTA will grant Goldenwest a right of first refusal to purchase the adjacent parcel north when UTA surpluses that property.
4) UTA will leaseback the property to Goldenwest at a market-based rent of $5,000 per month (NNN) while they build a new building for a maximum of three years.

ALTERNATIVES:

The consequences of not moving forward with this purchase include litigation costs and the possibility that the courts may approve a higher award and relocation benefits to the owner.

FISCAL IMPACT:

The OGX BRT project is included in the UTA 2024 Capital Budget and the approved UTA 5-year Capital Plan.

The cost to purchase the total property is within the project budget.

ATTACHMENTS:

1) Resolution, including Purchase and Sale Agreement as an exhibit
2) Maps (2)
3) AG Legal Opinion

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RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORIZING THE PURCHASE OF REAL PROPERTY FROM GOLDENWEST CREDIT UNION FOR THE OGX BRT PROJECT (Parcel 150)

R2024-03-07 March 27, 2024

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

WHEREAS, the Board of Trustees (the "Board") has approved the project known as the Ogden-Weber State Bus Rapid Transit Transportation Project, UDOT PIN 15906, project no. F-R199(235), to design, construct and operate a Bus Rapid Transit (the "Project") in Weber County, Utah; and

WHEREAS, the Authority entered into negotiation with Goldenwest Credit Union ("Seller") for the acquisition of property located at approximately 3225 South Harrison Blvd., in Ogden, Utah, for Project, consisting of approximately 0.72 acres (the "Property") with Tax ID 04-017-0002; and

WHEREAS, the Authority's staff and consultants have made diligent and reasonable efforts to acquire the Property through a settlement of all claims of just compensation to interested parties; and

WHEREAS, the Authority and Seller have negotiated for a total taking of Property and have reached a settlement for just compensation and administrative settlement in the amount of $1,787,500.00 ("Settlement"; see Exhibit A); and

WHEREAS, once UTA has acquired fee title to the Property, Seller intends to lease back the Property at market rates, with the right of first refusal should the Authority sell the Property in the future; and

WHERAS, the Settlement is conditioned upon receiving FTA concurrence and the approval of the Board; and

WHEREAS, Board Policy No. 5.2(III)(A)(2) requires that, prior to acquiring property valued over One Million Dollars, the Board approve such action.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Authority (the "Board"):

1. That the Board hereby approves the purchase of the Property and administrative settlement in the amount of $1,787,500.00 as described in Exhibit A.

2. That the Board hereby approves the lease back of Property to Seller and the right of first refusal as described in Exhibit A.

3. That the Executive Director and his designee(s) are authorized to execute the attached contract and any closing statements, escrow forms and other documents and instruments, and take any additional actions as may be necessary or prudent to complete the purchase in accordance with the terms indicated herein.

4. That the Board hereby ratifies any and all actions previously taken by the Authority's management, staff, and legal counsel with regard to the purchase of the Property.

5. That the corporate seal be attached hereto.

Approved and adopted this 27th day of March, 2024.

_____
Carlton Christensen, Chair
Board of Trustees

ATTEST:

_____
Secretary

(Corporate Seal)

Approved as to form:

DocuSigned by:
Timothy Merrill
82323E2963D5460...
_____
UTA Legal Counsel

DocuSign Envelope ID: C24CD6E2-EDEA-4BE7-86BF-58720764F30B

Exhibit A
(Purchase and Sale Agreement)

REAL ESTATE PURCHASE & SALE AGREEMENT

THIS REAL ESTATE PURCHASE & SALE AGREEMENT (this "Agreement") is made effective as of September 15, 2023 (the "Effective Date") by and between **Utah Transit Authority** ("Purchaser"), and the **Goldenwest Federal Credit Union**, a Utah corporation ("Seller").

1. Property. Seller agrees to convey to Purchaser that certain real property known as Weber County Assessor Parcel No. 04-017-0002 of approximately 0.72 acres identified on Exhibit A attached hereto and incorporated herein by this reference, together with all easements, rights, privileges and appurtenances relating thereto (the "Property").

2. Consideration. Purchaser shall pay $1,787,500.00 (the "Purchase Price"). Purchaser shall pay the Purchase price at Closing, in immediately available funds (the "Cash to Close"), paid via First American Title Company, Attn: Victoria Lopez, 10808 South River Front Parkway Suite 175, South Jordan, Utah 84095 ("Escrow Agent"). Purchaser must open an escrow with the Escrow Agent by providing Escrow Agent a fully executed copy of this Agreement within five (5) business days from when this Agreement is fully executed. This Agreement, together with other written instructions as will be provided by Purchaser and Seller to the Escrow Agent, will constitute the escrow instructions to the Escrow Agent.

3. Feasibility Review. Purchaser shall have a period of time beginning on the Effective Date and continuing for thirty days (the "Feasibility Review Period") to conduct its inspections and review of the Property. Purchaser may terminate this Agreement for any reason at any time before the end of the Feasibility Review Period by delivering written notice to Seller. Purchaser has the right to conduct and review any investigations, inspections, tests, reports, analyses, studies, or other matters deemed necessary, prudent, or desirable by Purchaser in Purchaser's sole discretion including, but not limited to, the following activities:

    a. Seller Disclosures. Seller will furnish to Purchaser within 15 days after the Effective Date, at Seller's sole expense, any of the following relating to the Property and within Seller's possession, custody or control: studies or reports previously conducted on the Property within the last three years; survey(s) with fence lines, corner points, encroachments, utility lines, and easements shown as details on the survey(s); and environmental or geotechnical and other soils reports (the "Seller Disclosures").

    b. Purchaser Investigation. Purchaser and its agents, employees, consultants and representatives, at its/their sole cost and expense, have the right to enter upon the Property at its/their sole risk to conduct any investigations that Purchaser deems necessary to determine the suitability of the Property for Purchaser's intended use. Seller has the right to accompany Purchaser's representatives any time they are on the Property. Purchaser must give Seller at least one full business day's advance written notice before entering the Property, and Seller may require Purchaser to enter the Property outside normal business hours. Purchaser must restore the Property to its condition prior to such inspection activities, and Purchaser agrees to indemnify, defend and hold Seller harmless from any and all liability, liens, claims or expenses arising out of or in any way related to such inspection activities. At Seller's request, Purchaser will provide Seller with copies of any reports or studies prepared by or on behalf of Purchaser in connection with its investigations of the Property if the Purchaser elects to cancel the contract as a result of the findings. The foregoing indemnification will survive Closing or termination of this Agreement for any reason, perpetually.

c. Title. Purchaser may, if it chooses, purchase a commitment for an owner's policy of title insurance ("Title Commitment").

d. Objections. Purchaser shall have until the end of the Feasibility Review Period to review the Title Commitment. Purchaser must give notice to Seller of any matters contained in the Title Commitment to which Purchaser objects ("Objections") before the end of the Feasibility Review Period. Any matters in the Title Commitment to which Purchaser does not so object are "Permitted Exceptions". Seller has ten days after receipt of Purchaser's notice of Objections ("Seller's Curing Period") to cure the Objections to the satisfaction of Purchaser or elect not to cure the same; provided, however, all monetary encumbrances recorded against the Property will be discharged or otherwise removed by Seller at or before Closing, as a condition to Purchaser's obligation to close. If Seller gives notice to Purchaser that Seller has not cured the Objections, Purchaser may (a) waive any such Objections and proceed to Closing, or (b) terminate this Agreement.

4. Conditions to Closing. Closing is contingent upon: (a) all of Seller's obligations hereunder and Purchaser's obligations hereunder being fully performed; and (b) for the benefit of Purchaser, Title Company being irrevocably committed to issue to Purchaser a standard owner's policy of title insurance (or an extended coverage policy and endorsements if requested and paid for by Purchaser). If any condition is not timely satisfied, the party for whose benefit the condition existed has the right to terminate this Agreement by providing written notice to the other party or waive such condition(s) and proceed to Closing. If either parity terminates this Agreement under this section, all further obligations of the parties will terminate.

5. Condemnation. If before Closing Seller receives notice that a condemnation or eminent domain action is contemplated, threatened or has been filed against any portion of the Property, Seller must promptly give notice to Purchaser, in which case Purchaser, at Purchaser's sole option, may elect, by written notice, to terminate this Agreement, and neither party will have any further obligation hereunder.

6. Closing. The closing of the transaction contemplated by this Agreement ("Closing") shall occur within 21 days after the end of the Feasibility Review Period (the "Closing Deadline"), or at any other date elected by the parties together in writing. If the Closing Deadline occurs on a weekend, or a holiday observed in Utah, then the Closing Deadline will be the next business day. Escrow Agent will conduct the Closing by taking delivery of all funds and documents from Purchaser and Seller, recording the Deed in the applicable County Recorder's office, delivering to Purchaser and Seller copies of all documents due to each party, and disbursing to Seller the Purchase Price funds (less all amounts to be paid by Seller under this Agreement).

7. Closing Deliveries. The following must be delivered at Closing:

a. Deed. Seller must deliver a special warranty deed (the "Deed"), executed and acknowledged by Seller, conveying to Purchaser good and marketable fee simple absolute title to the Property free and clear of all easements, liens, assessments, tenancies (whether recorded or unrecorded) and other encumbrances, except the Permitted Exceptions. In no event, however, will any monetary lien be considered a Permitted Exception.

b. Title Policy. Purchaser may obtain, at Purchaser's expense, a standard coverage owner's policy of title insurance issued by Title Company. The policy must be in the amount of the Purchase Price and must guarantee that Purchaser's title to the Property is good and marketable subject only to the Permitted Exceptions. Purchaser may elect, at its sole cost,

to obtain extended coverage and any endorsements available without additional cost or burden to Seller.

c. Affidavit. Seller must provide the Escrow Agent, at Seller's expense, a non-foreign affidavit.

d. Right of First Refusal Agreement. As a condition to Seller's obligation to proceed to Closing (notwithstanding anything in this Agreement to the contrary), Purchaser must execute and deliver to Escrow Agent a Right of First Refusal Agreement substantially in the form attached hereto as Exhibit C. Purchaser agrees to countersign the Right of First Refusal Agreement and provide a copy to Escrow Agent.

e. Cash from Purchaser. Purchaser must deliver to Escrow Agent the Cash to Close, along with any other funds for expenses required to be paid by Purchaser under this Agreement.

f. Commercial Lease. As a condition to Seller's obligation to proceed to Closing (notwithstanding anything in this Agreement to the contrary), Purchaser must execute and deliver to Escrow Agent a Commercial Lease substantially in the form attached hereto as Exhibit D. Seller agrees to countersign the Commercial Lease and provide a copy to Escrow Agent.

g. Settlement Statement, etc. Seller and Purchaser must both execute and deliver settlement statements and any other documents reasonably requested by Purchaser or Escrow Agent pertaining to the Property or required to carry out the terms of this Agreement.

8. Closing Costs. Closing costs and prorations will be prorated as follows:

a. Taxes and Utilities. Ad valorem taxes and assessments relating to the Property shall be prorated between Seller and Purchaser as of the Effective Date, based upon the best available estimates of the amount of taxes that will be due and payable for the Property during that calendar year.

b. Fees. Any escrow fees charged by Escrow Agent will be paid fully by the Purchaser. Purchaser will pay its own attorney's fees. All other bills or charges including other recording fees, any state or local documentary stamps, fees, assessments for improvements completed or initiated prior to Closing, whether levied or not, pertaining to the Property as of the date of Closing shall be allocated as set forth in Exhibit B or if not mentioned in Exhibit B then by the Purchaser.

9. Possession. Seller will deliver possession of the Property to Purchaser at Closing.

10. Warranties. Seller makes the following representations, warranties and covenants:

a. Title/Seller. Seller owns good and marketable fee simple absolute title to the Property, subject to all matters of record and the Permitted Exceptions, and is fully authorized to convey the Property pursuant to this Agreement. Seller, if a business entity, is duly formed and in good standing under the laws of the state of its formation, and is duly authorized to do business in the state where the Property is located.

b. No Proceedings. As of the date of this Agreement, there is no pending or threatened litigation, condemnation (other than the condemnation by Purchaser that resulted in this Agreement) or similar proceeding or assessments affecting the Property lawsuits by adjoining landowners or others, nor to Seller's knowledge is any such lawsuit contemplated

by any persons, nor, to Seller's knowledge, is any condemnation or assessment contemplated by any governmental authority other than as disclosed in writing by Seller.

c. No Leases. At the time of Closing, the Property will not in whole or in part be subject to any leases, or other possessory rights and interests, except as may have been reflected in the Title Commitment or disclosed in writing by Seller.

d. No Contracts. Seller has not and will not enter into any written contracts, agreements, or listings, or be a party to any oral understanding or agreements affecting the Property which may become binding upon Purchaser, except as may be reflected by documents recorded prior to the Effective Date, or as disclosed in writing by Seller.

e. Compliance with Laws. Seller has complied with all applicable laws, ordinances, regulations, statutes and rules relating to the Property. Seller has received no notice of any violations of any laws, ordinances or regulations affecting the Property, nor of any change in assessments or zoning.

11. Notices. Except as otherwise required by law, any notice, demand or request given in connection with this Agreement shall be in writing and shall be given by email. In all events, notice shall only be deemed given if properly addressed to Seller or Purchaser, as applicable. Such notices will be deemed properly addressed if the following addresses (or at such other address as Seller or Purchaser or the person receiving copies may designate in writing given in accordance with this section) are used, or if no email address is listed, at the last known email address of each party respectively:

Seller

kwahlen@gwcu.org
jsigety@gwcu.org
kyle@mcdonaldfielding.com

Purchaser

TMerrill@rideuta.com
GPadgett@rideuta.com
SBurgoyne@rideuta.com

12. Termination/Default. In the event of Seller's default, Purchaser shall give Seller written notice of such default and thereafter Seller shall have ten days to cure such default (or such longer period if such is reasonably necessary in order to cure the default, not to exceed 30 days, provided that Seller commences such cure within the initial ten day period and thereafter diligently pursues the cure to completion). Upon uncured default by Seller, Purchaser will have any and all remedies available at law or in equity. Upon default by Purchaser, Seller will have any and all remedies available at law or in equity.

13. Brokers. Seller or Purchaser shall not be required to pay any real estate brokerage commissions in accordance with this transaction. Purchaser shall indemnify Seller from any claim for compensation by any broker acting or purporting to act on behalf of Purchaser and shall have no obligation for payment of any portion of commissions for this transaction.

14. Entire Agreement/Successors and Assigns. This Agreement is the entire agreement between Purchaser and Seller regarding the purchase of the Property. Purchaser may not assign its rights or delegate its obligations hereunder without the prior written consent of the Seller in Seller's sole discretion, except that Purchaser shall have the right to assign, transfer or convey any of its rights and interests to purchase the Property to any Seller-affiliated party without Seller's prior written consent. Seller may not assign its rights or delegate its obligations hereunder without the prior written consent of the Purchaser in Purchaser's sole discretion.

15. Binding Effects. This Agreement is binding upon and inures to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

16. Confidentiality. Purchaser shall hold all Seller Disclosures and the terms of this Agreement, and Seller shall hold all information regarding this Agreement, strictly confidential for a period of one year after the Effective Date. Purchaser will not disclose the Seller Disclosures or the terms of this Agreement, and Seller will not disclose the terms of this Agreement, to any person other than (i) to comply with applicable laws and regulations, and (ii) to consultants, representatives, agents, employees, attorneys, accountants, lenders, investors, and other persons with a need to know in order for Purchaser and Seller, respectively, to accomplish the purposes of this Agreement.

17. Attorney's Fees. In any action arising out of this Agreement, the prevailing party shall be entitled to costs and reasonable attorneys' fees.

18. Risk of Loss. All risk of loss or damage to the Property shall be borne by Seller until Closing.

19. Counterparts; Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same document and agreement. A copy or electronic transmission of any part of this Agreement, including the signature page, and any electronic signature on this Agreement, shall have the same force and effect as an original.

20. Governing Law. To the fullest extent possible, this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah, without regard to any conflicts of law issues.

21. Condition of Enforceability. This agreement is subject to the approval of the UTA Board of Trustees and conditioned upon the concurrence of the Federal Transit Administration.

[End of Terms – Signature Page Follows]

IN WITNESS WHEREOF, Seller and Purchaser have executed this REAL ESTATE PURCHASE & SALE AGREEMENT as of the Effective Date.

SELLER - Goldenwest Federal Credit Union

By:_____
Printed Name:
Title:

PURCHASER – Utah Transit Authority

By: _____
Printed Name:
Title:

PURCHASER – Utah Transit Authority

By: _____
Printed Name:
Title:

Approved as to form:

/s/ Tim Merrill
_____
TIMOTHY G. MERRILL
Assistant Attorney General

DocuSign Envelope ID: C24CD6E2-EDEA-4BE7-86BF-58720764F30B

EXHIBIT A

Legal Description

PART OF LOT 12, BLOCK 3, SOUTH OGDEN SURVEY, OGDEN CITY, WEBER COUNTY, UTAH: BEGINING AT A POINT ON THE WEST LINE OFHARRISON BOULEVARD WHICH IS 30.20 FEET NORTH 89D31'43" WESTALONG THE SECTION LINE AND 13.00 FEET NORTH 0D58' EAST ALONGSAID WEST LINE FROM THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY; RUNNING THENCE NORTH 0D58' EAST 175.00 FEET ALONGSAID WEST LINE TO THE SOUTH LINE OF BLOCK 16, ILIFF COLLEGEHILL ADDITION, SAID POINT BEING 50.00 FEET NORTH 89D02' WEST135.00 FEET SOUTH 0D58' WEST FROM THE INTERSECTION OF 32NDSTREET AND SAID HARRISON BOULEVARD; THENCE SOUTH 67D30' WEST289.37 FEET ALONG SAID SOUTH LINE TO THE MOST SOUTHERLY POINTOF SAID ADDITION; THENCE SOUTH 0D58' WEST 62.06 FEET; THENCESOUTH 89D31'43" EAST 265.45 FEET PARALLEL TO THE SOUTH LINEOF SAID QUARTER SECTION TO THE POINT OF BEGINNING. TOGETHER WITH AND SUBJECT TO A RIGHT-OF-WAY FOR INGRESSAND EGRESS OVER THE FOLLOWING DESCRIBED PROPERTY: A 24 FOOTRIGHT-OF-WAY LYING 12 FEET ON EACH SIDE OF AND PARALLEL ANDADJACENT TO THE FOLLOWING DESCRIBED CENTERLINE: BEGINNINGAT A POINT ON THE WEST LINE OF HARRISON BOULEVARD WHICH IS30.20 FEET NORTH 89D31'43" WEST ALONG THE SECTION LINE AND13.00 FEET NORTH 0D58' EAST ALONG SAID WEST LINE FROMSOUTHEAST CORNER OF SECTION 33, TOWNSHIP 6 NORTH, RANGE 1WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, AND RUNNING THENCE NORTH 89D31'43" WEST 265.45 FEET.

EXHIBIT B

to Real Estate Purchase & Sale Agreement

Closing Cost	Responsible Party
Escrow/Settlement/Closing Fees	Purchaser
Recording Fees	Purchaser
Standard Title Insurance	Purchaser
Extended Coverage Title Insurance or Endorsements	Purchaser
Transfer Taxes and Fees/Documentary Stamps	Purchaser

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EXHIBIT C

to Real Estate Purchase & Sale Agreement

Right of First Refusal Agreement

[attached]

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RIGHT OF FIRST REFUSAL AGREEMENT

THIS RIGHT OF FIRST REFUSAL AGREEMENT (this "***Agreement***"), made by and between Goldenwest Federal Credit Union, a Utah corporation ("***Buyer***"), and Utah Transit Authority ("**Seller**"), is effective as of _____, 2023 (the "***Effective Date***").

1. Right of First Refusal. Seller hereby grants to Buyer a right of first refusal with respect to all of the real property currently known as Weber County Assessor Parcel No. 04-016-0009 and more particularly described/depicted in **Exhibit A** attached hereto and incorporated herein by this reference (the "Property"), generally known by the parties as the "7-11 Property". If at any time during the ROFR Period, Seller lists the Property for sale, Seller shall within three (3) days provide notice to the Buyer that Seller has listed the Property for sale (the "Listing Notice"). Buyer shall have 120 days after the date of receipt of such Listing Notice in which to exercise its Right of First Refusal. Buyer shall have the right to purchase the Property on the same material terms set forth in the Listing. Additionally, if at any time during the ROFR Period, Seller receives a bona fide third-party offer (an "Offer") to purchase any portion of the Property upon terms acceptable to Seller, Seller must provide written notice of that offer to Buyer, which notice must include all material terms of the Offer, and Buyer will have 120 days from the date of receipt of such notice in which to exercise its right of first refusal to purchase the Property on the same material terms set forth in the Offer, subject to the clarification set forth in Section 3 *below*. If Buyer elects to exercise its ROFR to purchase the Property, Buyer must timely provide written notice to the Seller ("Exercise Notice"). The date of delivery of any Exercise Notice is referred to as an "Exercise Date".

2. Term. The ROFR Period means from the Effective Date until the date that is 120 days after Seller provides the Listing Notice. The ROFR will remain in effect for the ROFR Period. Seller may not sell any portion of the Property to any third party except on terms first offered to Buyer as provided above.

3. Clarifications. Notwithstanding anything in the Offer, the following will apply to Buyer's purchase of the Property in the event Buyer timely delivers an Exercise Notice:

   3.1. The closing/settlement shall be no less than 120 days after the Exercise Date.

   3.2. Buyer will have at least 90 calendar days to conduct due diligence.

   3.3. From and after an Exercise Date, Buyer and its representatives will have the right to enter upon the Property to conduct investigations, including without limitation, obtaining or performing surveys, soils and/or water tests, engineering studies, feasibility studies, environmental assessments and inspections, evaluating the availability of utilities, drainage, and access, and performing such other investigations as such buyer may desire to determine the suitability of such Property for such Buyer's intended use. Buyer is responsible for payment for all such investigations and will pay for any damage that occurs to the Property as a result of such investigations. Buyer will not permit claims or liens of any kind against the property as a result of such investigations. Buyer agrees to indemnify, defend and hold the seller harmless from and against any and all liability, damage, cost or expense incurred by the either of them and caused by any such

investigation, claim or lien and resulting from buyer's investigation of the property. The indemnification set forth in this Section do not apply to (i) Buyer's discovery of any pre-existing condition (including, without limitation, the existence of any hazardous or toxic substances in, on, under or about the property, or the seller's adjoining property), or (ii) any exacerbation of a pre-existing condition in, on, under or about the Property, except to the extent, if any, said exacerbation results from the willful or negligent act or omission of the Buyer, its agents, contractors or employees. The provisions of this subsection will survive the termination of this Agreement.

3.4. The representations and warranties made herein shall survive the close of escrow and shall not merge into the deed and the recordation thereof. The provisions of this paragraph shall survive the close of escrow.

3.5. The obligation of Buyer to consummate the transaction is subject to the satisfaction of the following conditions precedent on and as of the dates set forth below:

3.5.1. All representations and warranties of Seller are true, correct and complete in all material respects on and as of the closing/settlement, as if such representations and warranties were first made on the closing/settlement.

3.5.2. Seller must have performed all material covenants and obligations required to be performed by it on or prior to the closing/settlement.

3.5.3. A Title Company reasonably acceptable to Buyer is irrevocably committed to issuing a title policy in an amount reasonably acceptable to Buyer, showing title to the Property to be vested in Buyer, subject only to the exceptions reasonably acceptable to Buyer and subject to the payment by Seller of the title company's usual and customary premium.

4. Brokers/Agents. Each of the parties represents that it has not retained any real estate broker in connection with these transactions under this Agreement. Each of the parties agrees to indemnify and hold each other party harmless from and against the claims of their respective agents and/or any other brokers or other intermediaries claiming to have had any dealings, negotiations or consultations with the indemnifying party in connection with this offer.

5. Seller Representations. Seller represents and warrants to the Buyer as of the Effective Date and as of the closing/settlement, as follows:

5.1. This Agreement and all agreements required to be executed and delivered under this Agreement have been duly authorized by requisite action and is enforceable against the seller in accordance with its terms; neither the execution and delivery of this Agreement nor the consummation of the sale provided for herein will constitute a violation or breach by the seller of any provision of any agreement or other instrument to which the seller is a party or to which the seller may be subject although not a party, or will result in or constitute a violation or breach of any judgment, order, writ, junction or decree issued against or binding upon the seller or the property;

5.2. There is no action, suit, proceeding or claim affecting the Property or any portion thereof, nor affecting the Seller and relating to the ownership, operation, use or occupancy of the Property, pending or being prosecuted in any court or by or before any

federal, State, county or municipal department, commission, board, bureau or agency or other governmental entity, nor, to the seller's knowledge, is any such action, suit, proceeding or claim threatened or asserted;

5.3. The seller is not a foreign person or entity as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and the buyer is not obligated to withhold portions of the purchase price for the benefit of the Internal Revenue Service;

5.4. No attachment, execution, assignment for the benefit of creditors, receivership, conservatorship or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws is contemplated or has been filed by or against the seller or the Property, nor is any such action pending by or against the seller or the seller's Property;

5.5. The seller is, or has control over the entity/person who is, the legal fee simple titleholder of the Property and has good and indefeasible title to the Property;

5.6. No lease, contract or agreement exists, that will survive the closing/settlement, relating to the Property described in this Agreement or any portion thereof;

5.7. No person, firm or entity, other than buyer, has any right to purchase, lease or otherwise acquire or possess the Property or any part thereof;

5.8. The seller has no knowledge that, and has not received any written or other notice that, the Property is in violation of any law, ordinance or regulation, or any order of any court, or any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality wherever located, including, without limitation, those relating to environmental matters and hazardous waste, and no claim, action, suit or proceeding is pending, or, to the seller's knowledge, threatened against or affecting the seller or affecting the Property, at law or in equity, or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or entity wherever located, with respect to the Property or the seller's present use and operation of the Property;

5.9. There is no pending condemnation of any portion of the Property.

6. Notices. Except as otherwise required by law, any notice, demand or request given in connection with this Agreement shall be in writing and shall be given by email. In all events, notice shall only be deemed given if properly addressed to Seller or Buyer, as applicable. Such notices will be deemed properly addressed if the following addresses (or at such other address as Seller or Buyer or the person receiving copies may designate in writing given in accordance with this section) are used, or if no email address is listed, at the last known email address of each party respectively:

Purchaser

kwahlen@gwcu.org

jsigety@gwcu.org

kyle@mcdonaldfielding.com

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Seller

TMerrill@rideuta.com

GPadgett@rideuta.com

SBurgoyne@rideuta.com

7. Entire Agreement. This Agreement, including the recitals and all exhibits and attachments (each of which is incorporated herein by this reference) contains all agreements among the parties with respect to the subject matter.

8. Attorneys' Fees. In any action arising out of this Agreement, the prevailing party shall be entitled to costs and reasonable attorneys' fees.

9. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns. No parties shall assign this Agreement without the prior written consent of the other parties.

10. Time of Essence. Time is of the essence with respect to all deadlines in this Agreement.

11. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

12. Governing Law: Consent to Jurisdiction. The parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of Utah. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Utah. The parties hereto agree that any legal action or proceeding brought by either party and arising from or in connection with this Agreement or any breach hereunder shall be brought in the Utah State District Court in the County in which the Property is located, Utah, or if that court lacks jurisdiction, then the United States District Court for the State of Utah located in Salt Lake County, Utah.

13. No Third-Party Beneficiaries. The parties do not intend that there be any third-party beneficiaries to this Agreement, and nothing herein shall be construed to confer a cause of action upon any person not a party to this Agreement.

14. Modifications, Perform All Acts, Counterparts. This Agreement supersedes any and all prior negotiations, agreements or understandings among the parties related to the subject matter hereof. None of the provisions of this Agreement may be altered or modified except through an instrument in writing signed by all parties. The parties shall execute and deliver all documents, provide all information and take or forebear from all such action as may be reasonably necessary or appropriate to achieve the purposes of this Agreement. This Agreement may be executed in counterparts, all of which taken together shall constitute one Agreement binding on the parties. Any signature on this Agreement may be electronic or an

electronic copy, and such electronic signature will constitute an original for all purposes.

15. Recordation. Either party may cause a memorandum or notice of this Agreement, summarizing the key terms, to be recorded in the official records of the County Recorder's office, against the Property.

IN WITNESS WHEREOF, each of the parties has executed this Right of First Refusal Agreement.

BUYER - Goldenwest Federal Credit Union

By: [Form – DO NOT SIGN]
Printed Name:
Title:

SELLER – Utah Transit Authority

By: [Form – DO NOT SIGN]
Printed Name:
Title:

DocuSign Envelope ID: C24CD6E2-EDEA-4BE7-86BF-58720764F30B

EXHIBIT A

Legal Description of Property

A parcel of land in fee, being a part of an entire tract of property, situate in the SE1/4 NE1/4 of Section 33, Township 6 North, Range 1 West, Salt Lake Base and Meridian, in Weber County, Utah. The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the southerly boundary line of said entire tract and the westerly highway right of way and no-access line of Harrison Boulevard, known as Project No. F-R199(235), which point is 33.00 feet N.00°58'00"E. and 114.40 feet N.89°02'00"W. from the Ogden City monument located in the intersection of 32nd Street and Harrison Boulevard and running thence N.89°02'00"W. 72.35 feet; thence N.00°58'28"E. 160.37 feet to a point on the north line of Lot 7, Block 13, Iliff College Hill Addition to Ogden City, Weber County, Utah; thence along said north line, S.89°02'00"E. 97.02 feet to the westerly highway right of way and no-access line of Harrison Boulevard; thence along said right of way and no-access line the following three (3) courses and distances: (1) southerly 45.99 feet along the arc of a 830.67-foot radius non-tangent curve to the left (Note: Chord to said curve bears S.02°34'13"W. 45.98 feet. Central angle equals 3°10'19"); (2) thence S.00°59'09"W. 91.04 feet; (3) thence S.45°58'07"W. 33.05 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described tract of land contains 15,099 square feet or 0.347 acre.

EXHIBIT D

to Real Estate Purchase & Sale Agreement

Commercial Lease

[attached]

DocuSign Envelope ID: C24CD6E2-EDEA-4BE7-86BF-58720764F30B

COMMERCIAL LEASE

THIS COMMERCIAL LEASE (this "Lease") is entered by the parties on the following terms:

Summary	
Landlord	"Landlord" means the owner of the Premises, which is initially Utah Transit Authority whose "Notice" address is as follows: TMerrill@rideuta.com GPadgett@rideuta.com SBurgoyne@rideuta.com
Tenant	"Tenant" means Goldenwest Federal Credit Union, a Utah corporation whose "Notice" address is as follows: kwahlen@gwcu.org jsigety@gwcu.org kyle@mcdonaldfielding.com If any notice is required by law to be provided to Tenant by mail or other physical delivery, then the Premises will be considered Tenant's Notice address.
Effective Date	"Effective Date" means the date on which Landlord signs this Lease.
Premises	The "Premises" means the real property comprised of the Building, the Property, and the Parking.
Building	The building structure located on the Property and known by common street address of 3225 South Harrison Boulevard, Ogden, Utah.
Property	The Property is currently known as Weber County Tax ID No. 04-017-0002 and more particularly described in the attached Exhibit 1.
Lease Term	"Lease Term" means the period beginning on the Effective Date and ending on the Occupancy End Date.
Occupancy End Date	The "Occupancy End Date" is the date that is exactly 36 full calendar months, plus any partial first month, after the Occupancy Begin Date, as extended, if at all, in accordance with the "Renewal Option" section of this Summary.
Security Deposit	The amount of the "Security Deposit" is Zero Dollars.
Monthly Base Rent	The "Monthly Base Rent" is $5,000.00.
Rent	The term "Rent" refers to all amounts required to be paid by Tenant to Landlord under this Lease, including, without limitation, Monthly Base Rent and any costs or items for which Tenant is obligated to pay directly or to reimburse Landlord.

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Permitted Use	The "Permitted Use" means use of the Premises for a financial institution and any other lawful use at all times in the manner permitted and required by applicable law, and nothing else. Tenant may operate 24 hours per day, 7 days per week, to the extent permitted by applicable law, consistent with Tenant's prior historical use of the Premises.
Landlord's Work	Landlord is not responsible for any improvements to the Premises. Tenant accepts the Premises as-is, where is, with all faults, and with no obligation for Landlord to repair or improve at the commencement of this Lease.
Renewal Option	So long as Tenant is not then in uncured default under this Lease, Tenant has the option to extend the Occupancy End Date by an additional 12 months (the "Renewal Term") by notifying Landlord, at least 90 days before the then-current Occupancy End Date, that Tenant intends to extend.
Tenant Termination Right	Notwithstanding anything in this Lease to the contrary, at any time, for any reason, Tenant may terminate this Lease early by providing at least 30 days' written notice to Landlord, without penalty or further obligation of any kind. Upon delivery of such written notice by Tenant to Landlord, the Occupancy End Date will be the date specified in that notice.
Landlord Termination Right	Notwithstanding anything in this Lease to the contrary, at any time, for any reason, Landlord may, solely during the Renewal Term (if any), terminate this Lease early by providing at least 90 days' written notice to Tenant, without penalty or further obligation of any kind. Upon delivery of such written notice by Landlord to Tenant, the Occupancy End Date will be the date specified in that notice.

Agreement:

1. **Definitions**. All capitalized words in this Lease have the definition given to them in the *above* Summary. The Summary is an integral part of this Lease.

2. **Tenant's Rights**. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises for the Lease Term. Tenant has the following rights during the Lease Term, but only so long as Tenant is not in default, breach or violation of any provision of this Lease:

a. Quiet Enjoyment. Tenant has the right to peaceably occupy and possess the Premises for the Permitted Use.

b. Tenant Improvements. Tenant has the right at its sole expense and effort to, from time to time as determined by Tenant, improve the Property, Building, and/or Premises. Landlord has no obligation to pay for any such Tenant improvements.

3. **Tenant's Rent Payment Obligations**. Tenant must timely pay each of the following, each and all of which are considered "Rent" under this Lease, and all of which Tenant must pay without notice or demand from Landlord by direct deposit into Landlord's bank account (or, if and when directed by Landlord, at such address or by such method as directed by Landlord from time to time):

a. Security Deposit. (None).

b. Monthly Payments. By or before the first day of each calendar month, Tenant must pay Landlord by mailing a check to: Utah Transit Authority, 669 W 200 S, Salt Lake City 84101, Attn: Property Management, in an amount equal to Monthly Base Rent.

c. Late Fee. If Tenant does not timely pay any Monthly Base Rent by the due date, Tenant must pay a late fee of $150.00.

d. Insufficient Funds Fee. If any payment is returned to Landlord for non-sufficient funds, Tenant must pay Landlord $50.00, plus actual costs and fees incurred by Landlord in connection with the same.

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e. Notice to Quit. Tenant must pay $250.00 to Landlord for the service of any notice to quit/notice to pay or vacate, plus actual costs and fees incurred by Landlord in connection with the same.

f. Holdover Damages. If Tenant remains in possession of the Premises after the last day of the Lease Term, Tenant must pay, in addition to all other amounts due under the Lease and under applicable law, on a daily basis prorated based on the number of days in each applicable month, damages in the amount of 110% of the Monthly Base Rent that was in effect as of the last day of the Lease Term. To clarify, this provision should not be interpreted as providing Landlord consent to Tenant remaining in occupancy of the Premises after the Lease Term; this provision is simply a damages provision.

g. Property Damage. Tenant must promptly pay all damage, caused by the acts or omissions of Tenant or Tenant's employees, agents or invitees, to the Premises, the Building, and/or the Property.

h. Personal Property Taxes. Tenant must timely pay all personal property taxes assessed or levied against the Tenant, the Premises, or Tenant's personal property on or used on connection with the Premises.

i. Utilities. Tenant must pay directly to each respective provider the cost of all electricity, telephone, cable, internet, and other utilities billed or metered separately to the Premises and/or Tenant.

4. **Tenant's Other Obligations.** Tenant must do, and hereby agrees to do, each of the following, at Tenant's sole expense.

a. Surrender of Premises. By or before 11:59 p.m. on the last day of the Lease Term, Tenant must remove all of Tenant's personal property from the Premises and peaceably return the Premises to Landlord in the same good condition as when initially delivered by Landlord to Tenant, ordinary wear and tear excepted.

b. Use of Premises. Tenant must occupy and use the Premises for the Permitted Use set forth in the Summary *above*.

c. Personal Property Insurance. Tenant shall maintain appropriate insurance for Tenant's personal property located on the Premises.

d. Licenses/Permits. Tenant must obtain and keep current all licenses, permits, and approvals as required for the proper and legal conduct of Tenant's business activities at the Premises.

e. Maintenance of Premises. Tenant must maintain in good order, condition and repair the Premises, including caring for all matters with respect to the Premises.

f. Procure Insurance. At Tenant's sole expense, Tenant must procure and maintain:

i. Worker's compensation insurance for any employees of Tenant in the statutory required minimum amounts;

ii. Commercial general liability insurance written on a "Comprehensive" Commercial General Liability Form with a primary single-limit coverage of at least One Million Dollars per occurrence limit and excess/umbrella insurance also in the amount of One Million Dollars, both naming Landlord as an additional insured; and

iii. "All risk" or "special purpose" property insurance, covering damage to or loss of any personal property, trade fixtures, inventory, fixtures, and equipment located in, on or about the Premises, and in addition, coverage for earthquake, and business interruption of Tenant, together with, if the property of Tenant's invitees is to be kept in the Premises, warehouser's legal liability or bailee customers insurance for the full replacement cost of the property belonging to invitees/bailees and located in the Premise, written on a replacement cost basis (without deduction for depreciation) in an amount equal to one hundred percent (100%) of the full replacement value of the aggregate of the items referred to in this sub-section.

g. Evidence of Insurance. Tenant must:

i. Upon request by Landlord, deliver to Landlord copies of all insurance certificates evidencing the insurance required to be obtained by Tenant under this Lease;

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ii. at least thirty (30) days before to the expiration of any existing coverage, deliver to Landlord evidence of the renewal or suitable replacement of such insurance;

iii. cause all insurance policies and certificates, required to be obtained or provided by Tenant under this Lease, to provide that in the event of termination or material change in coverage, Landlord must be given thirty (30) days' advance written notice sent by mail to the address of Landlord; and

iv. cause all insurance required to be obtained by Tenant under this Lease to be obtained from insurers licensed to do business in Utah.

h. Indemnification: Subject to Section 10.b., below, Tenant must indemnify and hold Landlord and Landlord's lenders, partners, members, property management company (if other than Landlord), agents, directors, officers, employees, representatives, contractors, shareholders, successors and assigns and each of their respective partners, members, directors, employees, representatives, agents, contractors, shareholders, successors and assigns harmless from and against all actions, liabilities, damages, claims, losses, judgments, charges and expenses (including reasonable attorneys' fees, costs of court and expenses necessary in the prosecution or defense of any litigation including the enforcement of this provision) arising from or in any way related, directly or indirectly, except to the extent caused by the acts or omissions of Landlord or Landlord's agents, employees, or contractors, to:

i. claims made for a fee or commission by any real estate broker, agent or finder in connection with the Premises and this Lease, if any, resulting from the actions of the Tenant;

ii. the use, storage, or disposal of any Hazardous Materials (as defined *below*) on the Premises (including without limitation, all costs incurred due to any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision);

iii. Tenant's or Tenant's Representatives' use of the Premises, Building and/or the Property; and

iv. Tenant's performance of, or failure to perform, any covenant or obligation of Tenant under this Lease.

i. Hazardous Materials. If Tenant causes or permits the presence of any Hazardous Materials (as defined *below*) on the Premises, and the same results in contamination, Tenant must promptly, at its sole expense, obtain Landlord's permission, which may not be unreasonably conditioned, withheld, or delayed, for remedial action and then take all necessary action to return the Premises to the condition existing prior to the presence of any such Hazardous Materials on the Premises.

j. Estoppels: Upon five days' prior written request of Landlord, Tenant must sign, acknowledge, and deliver to Landlord or its designee, which may include any mortgagee or purchaser of the Property, a written statement stating, to the reasonable knowledge of Tenant as of the date made (any such statement may be relied upon by a prospective purchaser or any mortgagee of Landlord's interest in the Property) any of the following as requested by Landlord, to the extent true:

i. the Effective Date and the Occupancy End Date;

ii. the amount of Monthly Base Rent and the date to which Monthly Base Rent has been paid;

iii. that this Lease is in full force and effect (or identifying any basis for believing the Lease is not in full force and effect),

iv. that neither Landlord nor Tenant is in default under the Lease (or identifying any basis for believing that either party is in default),

v. that this Lease has not been assigned, modified, supplemented, or amended in any way (or specifying the date and terms of any agreement so affecting this Lease);

vi. that this Lease represents the entire agreement between the parties as to this lease

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transaction (or identifying those other documents that, together with this Lease, form the entire agreement between the parties as to this lease transaction);

vii. that all conditions under this Lease to be performed by Landlord have been satisfied (or specifying those conditions that Land- lord has not satisfied);

viii. that all required contributions by Landlord to Tenant on account of Tenant's improvements have been received (or specifying those required contributions which Landlord has not made);

ix. that as of the date of said statement there are no existing defenses or offsets that Tenant has against the enforcement of this Lease by Landlord except as set out by Tenant (or specifying any existing defenses or offsets which Tenant believes it may have);

x. that no Monthly Base Rent has been paid for more than one (1) month in advance except as set out by Tenant; and

xi. any other matter relating to the Lease that Landlord may request.

5. **Tenant's Restrictions**: Tenant is restricted from doing each of the following:

a. Assignment. Tenant may assign, sublease, pledge, mortgage, hypothecate, or transfer any interest in the Premises or this Lease only with advance written consent from Landlord in Landlord's sole discretion. However, despite the foregoing, Tenant may assign this Lease to an affiliate of the original Tenant; "affiliate" means an entity that directly or indirectly, through one or more intermediaries, has control of, is controlled by, or is under common control with, the original Tenant, and for these purposes, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management of any Person, whether through the ownership of voting securities, by contract or otherwise. In all events of assignment, however, the original assignor Tenant will remain fully obligated and liable as a Tenant under this Lease, as will the assignee Tenant, each having joint and several liability from the effective date of the assignment.

b. Hazardous Materials. Tenant may not cause or permit any Hazardous Materials (other than those used for normal office purposes and in compliance with all Environmental Laws) to be used, stored, generated, or disposed of on or in the Premises without first obtaining Landlord's written consent; the term "Hazardous Materials" includes all petroleum products, asbestos, and all other toxic, dangerous, or hazardous chemicals, materials, substances, pollutants, and wastes, and any chemical, material, or substance, exposure to which is prohibited, limited, or regulated by any federal, state, county, regional, or local authority or that even if not so prohibited, limited, or regulated, pose a hazard to the health and safety of the occupants of the Property or the occupants or owners of property near the Property, and also includes all other products, materials and things commonly or customarily known as hazardous or contaminating to the environment.

c. Use of Premises. Tenant may not use the Premises for any purpose other than the Permitted Use.

6. **Tenant's Default.** The occurrence of any one or more of the following events will, at Landlord's option, constitute a material default by Tenant under this Lease:

a. Payment Failure. The failure by Tenant to timely make any payment of Rent, including Monthly Base Rent or any other amount due under this Lease.

b. Other Obligations. The failure by Tenant to timely observe, perform or comply with any other covenant, agreement, or obligation under this Lease.

7. **Landlord's Rights**. Despite anything in this Lease to the contrary, Landlord has each and all of the following rights:

a. Cumulative Remedies. If Tenant defaults, breaches, fails to perform, or violates any provision in this Lease, Landlord has the right to immediately exercise any remedy available at law or equity, in addition to all rights and remedies provided under this Lease, such rights and remedies being cumulative and non-exclusive, including without limitation to seek immediate termination of Tenant's right to occupy or possess the Property, an action for unlawful detainer, and/or electing to cure such default and get reimbursed from Tenant for all related costs and actions.

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b. Enter Premises. Landlord has the right to enter the Premises, as long as Landlord gives Tenant at least one full business day's advance written notice (except in the case of emergency, in which case Landlord should give notice if reasonable under the circumstances), subject to the following: (i) Tenant or a Tenant representative may accompany Landlord, and (ii) Tenant may require the entry to be outside normal business operating hours.

8. **Landlord's Indemnification.** Subject to subsection 10.b. *below*, Landlord shall indemnify Tenant against any liability or damage to third parties resulting from personal injury or property damage that occurs on the Property but only if such injury or damage does not arise out of any act, omission or negligence of Tenant or anyone claiming under Tenant or its subtenants, agents, representatives, employees, contractors or invitees, and only to the extent caused by the gross negligence or willful misconduct of Landlord or Landlord's agents, employees or contractors. In no event shall Landlord be liable for loss of business, punitive or consequential damages. Landlord shall not be liable, and Tenant hereby waives all claims against Landlord, for any damage to any property or any injury to any person in or about the Property by or from any cause whatsoever, except to the extent caused by or arising from the gross negligence or willful misconduct of Landlord or Landlord's agents, employees or contractors.

9. **Eminent Domain/Destruction of Premises.** If any portion of the Property that is material for Tenant's reasonable use of the Premises, as reasonably determined by Tenant, is either rendered unusable by fire or other casualty, regardless of the cause, or is taken by eminent domain or sold under threat of condemnation by eminent domain, then Tenant shall have the option, in Tenant's sole discretion, to terminate this Lease and receive a full refund of the Security Deposit. If Tenant elects not to terminate this Lease then (i) in the case of damage, Landlord shall proceed to make all necessary repairs to the Property in order to render and restore the same to the condition they were in prior to the damage or taking, and during such time of repair and nonuse by Tenant all Rent and other payment obligations under this Lease will cease and be abated, with no accrual or repayment later (if only affecting part of the Property, then proportionally based on square footage affected divided by total square footage of the Property), and (ii) in the case of taking by eminent domain, then all Rent payment obligations will be proportionally reduced for the remainder of the Lease Term based on square footage taken divided by total square footage of the Property.

10. **Miscellaneous Provisions**.

a. Each of Landlord and Tenant warrants and represents to the other that in the negotiating or making of this Lease neither such representing party nor anyone acting on its behalf has dealt with any broker or finder who might be entitled to a fee or commission for this Lease. Each of Landlord and Tenant shall indemnify and hold the other harmless from any claims asserted by any other broker or finder for a fee or commission based upon any dealings with or statements made by the representing party.

b. Landlord and Tenant each hereby waive any right of recovery against the other and the partners, members, shareholders, officers, directors and authorized representatives of the other for any loss or damage that is covered by any policy of property insurance maintained by either party (or required by this Lease to be maintained) with respect to the Premises or the Building or any operation therein. If any such policy of insurance relating to this Lease or to the Premises or the Building does not permit the foregoing waiver or if the coverage under any such policy would be invalidated as a result of such waiver, the party maintaining such policy shall obtain from the insurer under such policy a waiver of all right of recovery by way of subrogation against either party in connection with any claim, loss or damage covered by such policy.

c. Notices under this Lease are not valid unless given in writing and addressed to the party at the appropriate email or mailing address set forth in the *above* Summary (or as changed from time to time by either party by providing notice to the other party, as described in this paragraph).

d. Utah law governs this Lease. Courts located in or serving Weber County, State of Utah will have exclusive jurisdiction and venue over any matters arising out of this Lease. Each party submits to such jurisdiction and venue, and agrees not to file or seek to remove any action to any other venue or jurisdiction.

e. This Lease is the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, verbal or written, relating to the subject matter. This Lease may be modified only in writing signed by both parties.

f. If any part of this Lease is held invalid for any reason, the remaining provisions will continue to be valid.

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g. Either party's failure to enforce any provision is not a waiver or limitation of that party's right to later enforce and compel strict compliance.

h. Time is of the essence of every obligation under this Lease.

i. Any surrender of the Premises by Tenant or retaking of the Premises by Landlord before the expiration of the Lease Term will not constitute a termination or release of any of Tenant's obligations.

j. The covenants and conditions contained herein, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

k. If Tenant consists of more than one person or entity, the obligations of all such persons or entities are joint and several.

l. The parties waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way related to this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, the Building or the Property, and/or any claim of injury, loss or damage.

m. Neither party is liable to the other for any loss or damage caused by fire or any of the casualties covered by the insurance policies maintained by the other party.

n. This lease may be executed in counterparts, and when all counterpart documents are executed, the counterparts will constitute a single binding instrument.

o. All headings/captions in this Lease are for convenience of reference only.

p. If either party incurs legal fees or other expenses in any action to interpret and/or enforce the provisions of this Lease, the prevailing party in any such action shall be entitled to recover the same from the non-prevailing party.

[End of Terms – Signature Page Follows]

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THIS COMMERCIAL LEASE IS AGREED TO AS OF THE EFFECTIVE DATE BY:

Landlord: Utah Transit Authority

By: [FORM – DO NOT SIGN]
Printed Name:
Title:

Date signed:_____ (the "Effective Date")

Tenant: Goldenwest Federal Credit Union

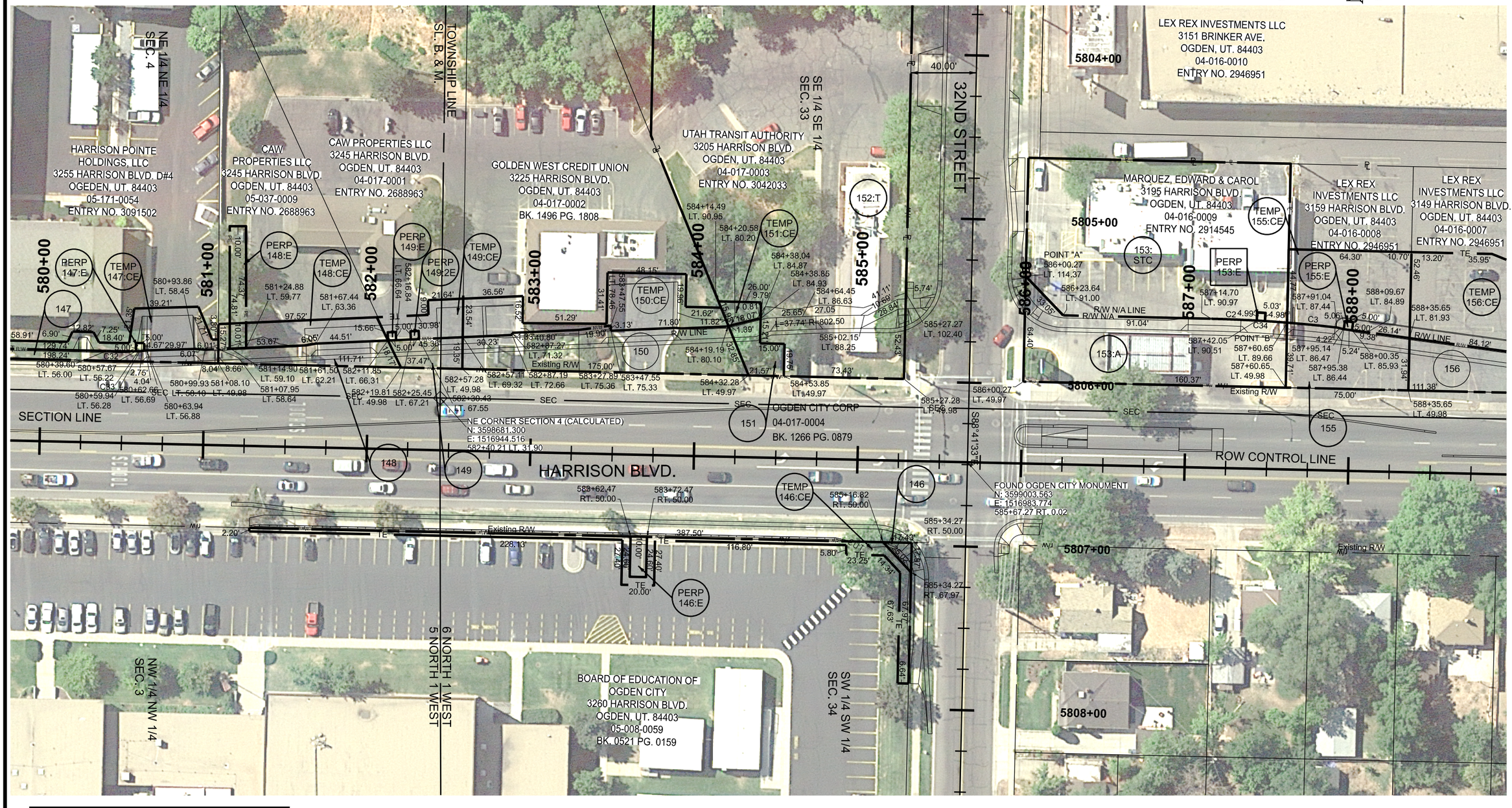
By: [FORM – DO NOT SIGN]
Printed Name:
Title:

DocuSign Envelope ID: C24CD6E2-EDEA-4BE7-86BF-58720764F30B

Exhibit 1

Description of the Property

PART OF LOT 12, BLOCK 3, SOUTH OGDEN SURVEY, OGDEN CITY, WEBER COUNTY, UTAH: BEGINING AT A POINT ON THE WEST LINE OFHARRISON BOULEVARD WHICH IS 30.20 FEET NORTH 89D31'43" WESTALONG THE SECTION LINE AND 13.00 FEET NORTH 0D58' EAST ALONGSAID WEST LINE FROM THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY; RUNNING THENCE NORTH 0D58' EAST 175.00 FEET ALONGSAID WEST LINE TO THE SOUTH LINE OF BLOCK 16, ILIFF COLLEGEHILL ADDITION, SAID POINT BEING 50.00 FEET NORTH 89D02' WEST135.00 FEET SOUTH 0D58' WEST FROM THE INTERSECTION OF 32NDSTREET AND SAID HARRISON BOULEVARD; THENCE SOUTH 67D30' WEST289.37 FEET ALONG SAID SOUTH LINE TO THE MOST SOUTHERLY POINTOF SAID ADDITION; THENCE SOUTH 0D58' WEST 62.06 FEET; THENCESOUTH 89D31'43" EAST 265.45 FEET PARALLEL TO THE SOUTH LINEOF SAID QUARTER SECTION TO THE POINT OF BEGINNING. TOGETHER WITH AND SUBJECT TO A RIGHT-OF-WAY FOR INGRESSAND EGRESS OVER THE FOLLOWING DESCRIBED PROPERTY: A 24 FOOTRIGHT-OF-WAY LYING 12 FEET ON EACH SIDE OF AND PARALLEL ANDADJACENT TO THE FOLLOWING DESCRIBED CENTERLINE: BEGINNINGAT A POINT ON THE WEST LINE OF HARRISON BOULEVARD WHICH IS30.20 FEET NORTH 89D31'43" WEST ALONG THE SECTION LINE AND13.00 FEET NORTH 0D58' EAST ALONG SAID WEST LINE FROMSOUTHEAST CORNER OF SECTION 33, TOWNSHIP 6 NORTH, RANGE 1WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, AND RUNNING THENCE NORTH 89D31'43" WEST 265.45 FEET.



Curve Table					
Curve #	Length	Radius	Delta	Chord	Distance
C2	45.99	830.67	03°10'19"	N02°54'15"E	45.98
C3	30.48	830.67	02°06'08"	N05°32'26"E	30.47
C32	20.35	747.50	01°33'35"	N00°31'19"E	20.35
C33	2.27	747.50	00°10'27"	S00°10'21"E	2.27
C34	5.00	830.67	00°20'41"	S03°22'41"W	5.00

60 0 30 60 120

REVISIONS

NO.	DATE	APPROVED BY	REMARKS
1	5/17/21		OWNERSHIP NAME CHANGE FOR PARCEL 147

UTAH DEPARTMENT OF TRANSPORTATION

PSOMAS

DRAWN BY: TM
QC CHECKED BY: CEA
APPROVED
DATE: 10/16/20

PROFESSIONAL LAND SURVEYOR

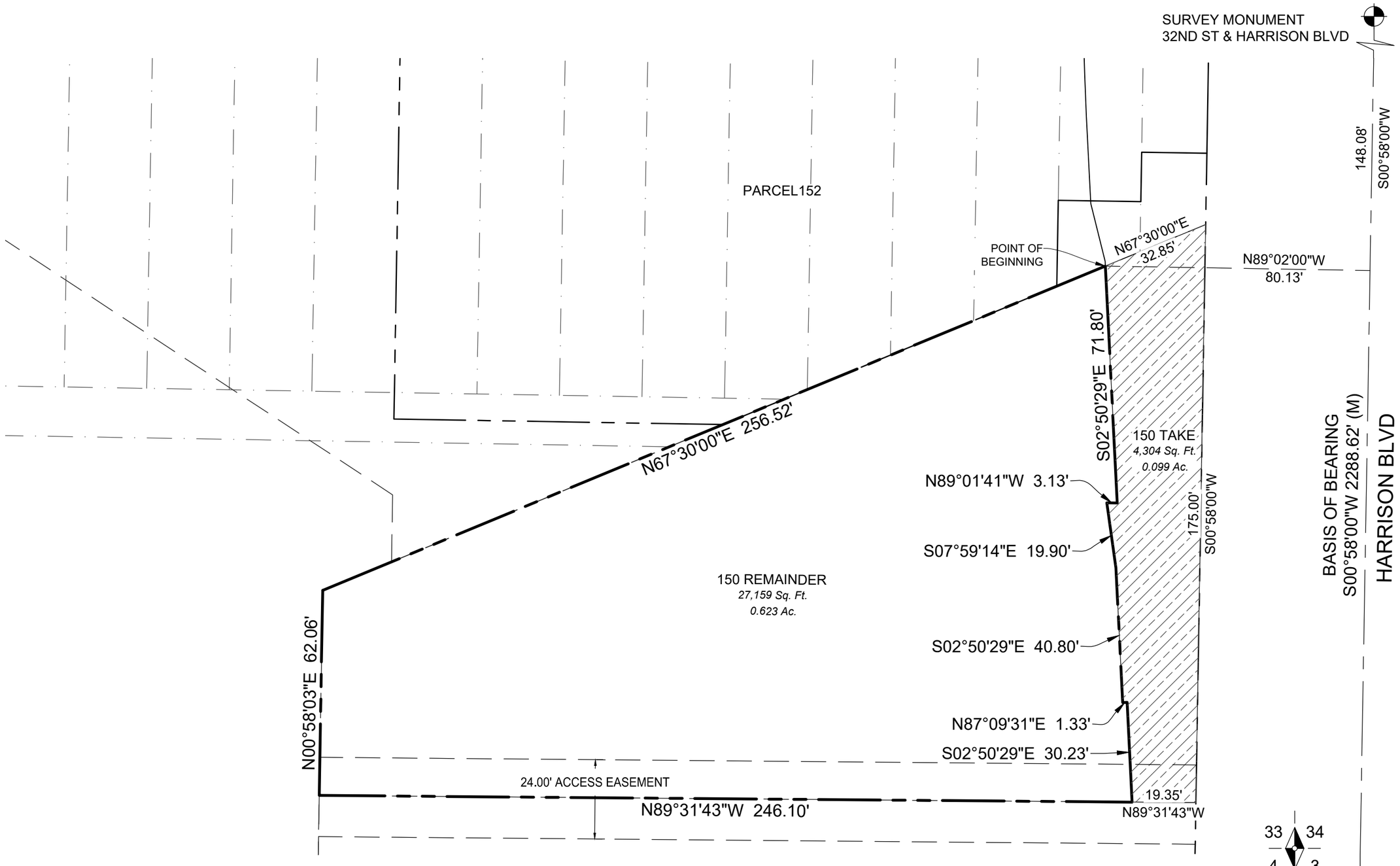
OGDEN-WSU BUS RAPID TRANSIT

PROJECT
PROJECT NUMBER: F-R199(235)
PIN: 15906

RIGHT-OF-WAY

WEBER
COUNTY
TEMP 01P

SHEET NO. RW-16 **51**



PSOMAS
11456 S. TEMPLE DRIVE, Suite 200
SOUTH JORDAN, Utah 84095
(801) 270-5777 (801) 270-5782 (FAX)

PARCEL 04-017-0002
UTA
EXHIBIT 2-21-2023

Scale:	PROJECT NO.
1" = 30'	8JAC020100
Drawn by: CEA	FIGURE #
Checked by: SRV	

STATE OF UTAH
OFFICE OF THE ATTORNEY GENERAL

SEAN D. REYES
ATTORNEY GENERAL

Spencer E. Austin
Chief Criminal Deputy

Ric Cantrell
Chief of Staff

Melissa A. Holyoak
Solicitor General

Brian L. Tarbet
Chief Civil Deputy

January 17, 2024

VIA FIRST CLASS MAIL
Cindy Terwilliger
Regional Administrator
Federal Transit Administration, Region VIII
1961 Stout Street, Suite 13301
Denver, CO 80294-3007

RE: **Legal Administrative Settlement Concurrence Opinion**
Parcel 150: Goldenwest Credit Union
3225 South Harrison Blvd., Ogden, Utah 84403
OGDEN-WEBER STATE UNIVERSITY – BRT PROJECT (OGX)

Dear Ms. Terwilliger:

I write in my capacity as Assistant Attorney General for the Utah Attorney General's Office. I serve as in-house legal counsel to the Utah Transit Authority ("UTA") who is responsible, in conjunction with the Utah Department of Transportation ("UDOT"), for the acquisition and condemnation of the above-referenced Project. I am intimately familiar with the subject matter of this request.

Pursuant to FTA Circular 5010.1E(IV)(2)(e)(5), and to supplement the concurrence request that has been submitted to you on behalf of UTA, it is my legal opinion that the purchase of property as a total taking in the amount of $1,787,500.00, resulting in a proposed administrative settlement of $1,490,900.00, is reasonable, prudent, and in the public interest for the reasons set forth below.

The taking of Parcel 150 ("Property") is part of a major construction project for a bus rapid transit service in Ogden, Utah ("Project"). Ogden has a population of approximately 90,000 and is the eighth largest city in the state. This Project is necessary to serve the public and commerce in the area, including connecting Weber State University with critical transit infrastructure, such as UTA's commuter rail FrontRunner.

The Project design required the widening of Harrison Blvd., a main arterial road in the city. The property owner of parcel 150 is Goldenwest Credit Union ("Owner"), who is actively engaged in commerce at that site. With the widening of the roadway, the Project required a fee taking of 4,307 square feet and a temporary construction easement of 2,977 square feet.

The legal negotiations surrounding this particular condemnation have been ongoing for approximately the past 2.5 years due to the complexities of the taking, to wit: the commercial activities on site; the severance damages for reducing the drive aisle for the credit union's drive-thru patrons; and limiting access due to UTA's acquisition of the adjoining parcel.

Goldenwest Credit Union has been represented by legal counsel, Kyle Fielding, from McDonald Fielding law offices. The parties participated in mediation through the Utah Property Ombudsman Office on August 4, 2022 and were unable to reach a satisfactory resolution of the matter. The one item the parties agreed upon was to secure a third appraisal, which was performed by Chad Rigby in December 2022, and who valued the taking at $850,000.00 (approximately $550,000.00 more than the original appraisal performed by Eric Van Drimmelen).

Due to the wide gap in the parties' opinion as to the value of the Property, and in light of expensive litigation as the next step, the parties began discussing a mutually-beneficial total taking of the parcel. Because UTA had acquired the adjoining parcel in full, there existed assemblage potential in performing a total take of Goldenwest's property, which appraiser Chad Rigby had valued at $1,750,000.00, and which had previously been appraised for $1,825,000 by David Cook in the second appraisal.

The amount of the Administrative Settlement was arrived at after complex negotiations between the parties, by averaging the values of a total take from the second and third appraisals, and negotiating a right of first refusal and land lease to allow the Credit Union to continue its commercial activities until such time as UTA develops or divests itself of the property.

Based on the expected expense of litigation and going to trial in this matter, I believe that the risks and expenses of proceeding to trial outweigh the expense of settling the acquisition for an Administrative Settlement of $1,490,900.00 as a total taking. In my opinion the Administrative Settlement amount is prudent and reasonable based on the fair market value of the Property reflected in the appraisals.

Should you wish to discuss any of the above, please do not hesitate to contact me at (801) 287-2147 or *timmerrill@agutah.gov*. Thank you for your consideration of UTA's concurrence request.

Sincerely,

UTAH OFFICE
OF THE ATTORNEY GENERAL

/s/ *Tim Merrill*

TIMOTHY G. MERRILL
Assistant Attorney General
Counsel to the Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 3/27/2024

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Heather Barnum, Chief Communications Officer
PRESENTER(S):	Heather Barnum, Chief Communications Officer Neal Gatherum, Lamar Transit Advertising (vendor)

TITLE:

Revenue Contract: Transit Vehicle Commercial Advertising (Lamar Transit Advertising)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorize the Executive Director to execute the five-year base contract and associated disbursements with Lamar Transit Advertising for Transit Vehicle Commercial Advertising Services with a guaranteed annual revenue to UTA of at least $2,175,000. Approval of option years will require future board approval.

BACKGROUND:
Board of Trustees and UTA policy allow for the selling of space, printing, and installation of third-party advertising on bus and light rail (exterior and interior), and commuter rail (interior) fleet as a source of revenue for operations. This contract went through a competitive bid with the incumbent vendor, Lamar Advertising, being selected. Lamar is a long-standing partner of UTA and provides transit advertising services to hundreds of transit agencies across the country.

DISCUSSION:
The contract is for five years with three additional one-year option periods, not exceeding eight years total. The contract includes a projected revenue to UTA of $18,100,000 over eight years, which accounts for 68 percent of the sales by Lamar. Minimum annual guaranteed revenue begins at $2,175,000 in Year 1 and increases each year over the life of the contract by the amount of $25,000. There are no budgeted or expected expenses for this contract. UTA staff will seek Board approval prior to exercise of each of the three one-year options.

The salable space available for advertising was changed from the RFP after it was awarded with no reduction in minimum revenue to UTA. The change was informed by discussions with the Board, Customer Experience, Lamar, Civil Rights, and the Committee on Accessible Transit (CAT) leadership, as well as a review of other transit agencies for best practice in advertising and customer experience. The decision of no front windows (25 percent) curbside on bus and only 50 percent coverage on light rail was acceptable and negotiated at no loss to UTA. The 25 percent wrap on bus constitutes an average of about 10 percent of the fleet advertising demand.

The vendor also commits to follow the revised policy and SOP adopted by the Board in October 2023, that includes clarification on what can be advertised on UTA vehicles, and that customer experience is a factor in advertising placement (referenced above). Each advertisement is approved by the Chief Communications Officer.

CONTRACT SUMMARY:

Contractor Name:	Lamar Transit Advertising
Contract Number:	23-03689CG
Base Contract Effective Dates:	April 1, 2024 - March 31, 2029.
Extended Contract Dates:	Three out year option periods: April 1, 2029 - March 31, 2032. (requires future board approval)
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Contract Value:	$11,125,000 minimum (for the 5-year base contract)
Procurement Method:	RFP
Budget Authority:	Within approved operating budget.

ALTERNATIVES:

The alternatives to this contract are not provide advertising space on or inside UTA fleet or hire internal resources to sell and install advertising.

FISCAL IMPACT:

If the decision is made to not provide advertising space on or inside UTA fleet, the loss would be the projected minimum advertising revenue of $18,100,000 over the next eight years. A significant reduction in scope of advertising space for salable inventory may also require a new RFP and would result in diminished revenue and opportunity costs. Vendor costs are included in the minimum guarantee.

ATTACHMENTS:

UTA Contract 23-03689CG

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PROFESSIONAL SERVICES AGREEMENT

UTA CONTRACT # 23-03689CG
Commercial Advertising

This Professional Services Agreement is entered into and made effective April 1, 2024 (the "Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and Lamar Transit Advertising ("Contractor ").

RECITALS

WHEREAS, UTA desires to hire professional services for Commercial Advertising on Transit Vehicles.

WHEREAS, On 06/14/2023, UTA issued Request for Proposal Package Number 23-03689CG ("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.

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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 .

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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 five (5) - year period expiring March 31, 2029. UTA may, with mutual election and with mutal agreement, extend the initial term for up to three additional one-year option periods, for a total Contract period not to exceed eight (8) years. Extension options may be exercised by UTA upon providing Contractor with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). This Contract may be further extended if the Contractor and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Contractor under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

5. COMPENSATION

a. For the performance of the Work, UTA shall pay Contractor in accordance with the payments provisons 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:

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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

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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

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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.

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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 inviduals are concerned to be key personnel under this contract.

_Neal Gatherum_____

_____

_____

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:**

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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.

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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 subContractor s. This indemnity includes any claim or amount arising out of the failure of such Contractor to conform to federal, state, and local laws and regulations. If an employee of Contractor , a subContractor , anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnitee, Contractor 's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

19. INSURANCE REQUIREMENTS

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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

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

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

4. Professional Liability (Errors and Omissions Liability)

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

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

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

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

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

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

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

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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.

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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.

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

Level of Authority	Time Limit
UTA's Project Manager/Contractor 's Project Manager	Five calendar days
UTA's Chad Gonzales/Contractor 's [SECOND LEVEL]	Five calendar days
UTA's Troy Hamilton/Contractor 's [THIRD LEVEL]	Five calendar days

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

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

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 condu cted 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:

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If to UTA:
Utah Transit Authority
ATTN: Chad Gonzales
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 :
Lamar Transit Advertising
ATTN: Neal Gatherum
655 E. 4500 S. STE. #100 Salt Lake City, UT 84107

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 Chad Gonzales, 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 COVEREAGE REQIREMENTS FOR CONTRACTOR EMPLOYEES AND SUBCONTRACTOR S 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

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dependents during the duration of this Contract.

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

30. **COSTS AND ATTORNEYS FEES**

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

31. **NO THIRD PARTY BENEFICIARY**

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

32. **FORCE MAJEURE**

Neither party shall be liable to the other for any delay, failure, or interruption in the performance of this Contract due to any cause beyond the reasonable control of the party including, without limitation, strikes, shortages, boycotts, labor disputes, embargoes, riots, insurrections, explosions, pandemics, public health emergencies, acts of God, acts of terrorism, war, governmental action, fires, floods, storms, or earthquakes (each a "Force Majeure Event"). A party shall only be excused from performance for the period of time that the party is delayed or prevented from performing under the Contract due to a Force Majeure Event. During any period of time that there is a reduction by more than 10% of the fleet in active service or a reduction in monthly advertising revenue by more than 10% due to a Force Majeure Event or any other reason outside of the Contractor's control, Contractor shall be relieved of any obligation to pay the Minimum Annual Guarantee and shall only owe the Revenue Share.

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

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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.

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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_____

By_____

By DocuSigned by: Mike Bell 70E33A415BA44F6... 2/27/2024

UTA Legal Counsel

CONTRACTOR :

By DocuSigned by: Neal Gatherum 350D39FFDE724C8... 3/1/2024

Name Neal Gatherum

Title GM/VP

By_____

Name_____

Title_____

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Exhibit A

Scope of Work

Work to be Performed by Contractor:

A. Marketing of Available Advertising Space. The Contractor shall use its best efforts to market and sell all advertising space made available to Contractor by UTA. The Contractor shall cause advertising media to be placed upon such space as outlined in this agreement. All sales of advertising space on UTA's assets shall be pursuant to an approved uniform sales contract and based upon published, fair market advertising rates. The Contractor shall also perform all necessary billings, collection of advertising revenues, contract administration and other work required under its uniform sales contract. For each contract year, the Contractor shall pay UTA the greater of the Revenue Share or the Minimum Annual Guarantee.

B. Review of Advertising Content. The Contractor shall review each advertisement proposed to be affixed to UTA assets. The Contractor shall make the initial determination of compliance with the Advertising and Naming Board of Trustees Policy No. 3.1 (Exhibit C). All advertisements shall also be provided to UTA's designated contact for approval prior to production and installation. Any appeals to Contractor's denial of a proposed placement shall be forwarded to UTA for review according to applicable UTA policies and procedures. The purpose of the review shall be to ensure that each advertisement complies with the Advertising and Naming Board of Trustees Policy No. 3.1, as amended from time to time. The Contractor shall take appropriate steps and implement controls to ensure that all advertising placed on UTA's property complies with the Advertising and Naming Board of Trustees Policy No. 3.1.

C. Advertising not Conforming with Advertising and Naming Board of Trustees Policy No. 3.1. The Contractor shall prohibit and prevent the display of any proposed advertisement that does not conform to the Advertising and Naming Board of Trustees Policy No. 3.1; as such policy is amended from time to time. In the event that UTA determines that any advertisement displayed upon UTA's property does not conform to the Advertising and Naming Board of Trustees Policy No. 3.1, the Contractor shall remove such advertisement immediately upon receipt of appropriate notice from UTA. The Contractor shall ensure that all contracts are made expressly subject to the Advertising and Naming Board of Trustees Policy No. 3.1 and shall be solely responsible for any losses sustained as the result of UTA's order to remove non-complying advertising material.

D. Production and Installation of Bus Advertising. As between UTA and the Contractor, the Contractor shall be responsible for the design and production of all advertising to be affixed to UTA's assets. All installation, removal and minor maintenance of advertising material upon buses shall be performed by the Contractor at UTA's below-specified bus terminals, or at such other facilities as are in existence from time to time during the term of the contract. As of the date that this agreement becomes effective, UTA

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has five (5) separate bus terminals located as follows:

1. 3600 South 700 West, South Salt Lake City, Utah ("Meadowbrook");
2. 669 West 200 South, Salt Lake City, Utah ("Depot District");
3. 135 West 17th Street, Ogden, Utah ("Mount Ogden");
4. 1110 South Geneva Road, Orem, Utah ("Timpanogos"); and
5. 3610 South 900 West, South Salt Lake City, Utah ("Riverside").

The installation, maintenance, removal and other work to be performed by the Contractor shall be performed reasonably, and at the convenience of UTA. The Contractor will be asked to coordinate directly with the appropriate managers of each of the five facilities to schedule the Contractor's work at such facilities.

E. Production and Installation of Light Rail Vehicle Advertising. The Contractor shall be responsible for the design and production of all advertising to be affixed to light rail vehicles. All installation, removal and minor maintenance of advertising signs upon light rail vehicles shall be performed by the Contractor at UTA's vehicle maintenance yard at 613 West 6960 South, Midvale, Utah ("Lovendahl"), or at 2264 South 900 West, Salt Lake City, Utah ("Jordan River Service Center"), or such other facilities as are in existence from time to time during the term of the contract. The installation, maintenance, removal, and other work to be performed by Contractor shall be performed reasonably and at the convenience of UTA. The Contractor will be asked to coordinate directly with the appropriate manager of the Lovendahl and Jordan River Service Center facilities to schedule the Contractor's work at such facility.

F. Production and Installation of Commuter Rail Vehicle Advertising. The Contractor shall be responsible for the design and Production of all advertising to be affixed to commuter rail vehicles. All installation, removal and minor maintenance of advertising signs inside commuter rail vehicles shall be performed by the Contractor at UTA's commuter rail vehicle maintenance yard at 900 North 500 West, Salt Lake City, Utah (Warm Springs) or at such other facilities as are in existence from time to time during the term of the contract. The installation, maintenance, removal and other work to be performed by Contractor shall be performed reasonable and at the convenience of UTA. The Contractor will be asked to coordinate directly with the appropriate manager of the Warm Springs facility to schedule the Contractor's work at such facility. All work to be performed by Contractor shall be performed outside in the vehicle maintenance yard and the Contractor shall not work within the vehicle maintenance facility itself.

G. Storage of Advertising Materials. The Contractor shall maintain all signs or other advertising media not mounted upon or affixed to UTA's buses or light rail vehicles at the Contractor's place of business and not at UTA facilities. UTA shall not make any shop or storage space available to the Contractor.

H. Record Keeping and Reporting of Monthly Sales. The Contractor shall keep full and accurate accounting records, rendering monthly reports to UTA as of the last business day of each month. The monthly reports shall disclose (among other items) the total gross monthly billings submitted by the Contractor which relate to the rights described in this agreement, less reasonable agency discounts (limited to no more than 15%). The monthly reports shall also identify the advertising sold during the month. Each monthly report is

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required to be delivered electronically to the designated UTA representative in the format required by UTA. The Contractor shall submit such reports to UTA no later than the 15th day of each month. Each monthly report to be delivered by the Contractor must be supported by a list of invoices evidencing the billings generated during such month. A separate numbering series shall be used on all invoices generated hereunder, and all invoices shall be issued in consecutive order.

I. Payment of Revenue Share to UTA. In consideration for the rights granted to Contractor, the Contractor shall pay UTA the Revenue Share. The Revenue Share will be evaluated annually, upon completion of each contract year. To the extent that Revenue Share exceeds the Minimum Annual Guarantee for each contract year, the Contractor shall pay UTA the difference within 30 days following the completion of the applicable contract year.

J. Change in Fleet. In the event that, between the beginning of any particular Contract Year and the end of such Contract Year, there has been more than a five percent increase or reduction in:

(a) the total combined number of Bus Fleet Vehicles and Light Rail Vehicles from the number set out in sections 2 and 3 of the Scope of Work or the amount of Advertising Space as set out in the same sections; or

(b) the total value of the maximum annual revenue potential for the Advertising Space resulting directly from the elimination of one or more advertising products set out in sections 2 and 3 of the Scope of Work (for greater certainty, any changes in the maximum annual revenue potential resulting from changes in Published Rate Card rates or resulting from changes in the inventory of advertising products set out in the aforementioned sections, other than eliminated products, will not have an impact on such calculations); the Minimum Annual Guaranteed Payment for that Contract Year and for all subsequent Contract Years will be increased or reduced, as the case may be, on a pro rata basis. This pro rata adjustment will be based upon the percentage change in the total value of the maximum annual revenue potential for the Advertising Space resulting directly from the increase or reduction in the total combined number of Bus Fleet Vehicles and Light Rail Vehicles or amount of Advertising Space as set out in sections 2 and 3 of the Scope of Work or the elimination of advertising products, as the case may be. For greater certainty, any changes in the maximum annual revenue potential resulting from changes in Published Rate Card rates will not have an impact on such pro rata calculation.

K. Use of Uniform Sales Contracts. The Contractor shall sequentially number all uniform sales contracts and shall execute such contracts in appropriate numerical order. UTA must approve the form of all uniform sales contracts in advance of use by the Contractor.

L. Advertising Rates; Agency Discounts. The Contractor shall lease all advertising space licensed to the Contractor by UTA at fair market, advertised rates. The Contractor agrees to forward to UTA a copy of its printed rate schedule, and to further deliver revisions to such schedule as are made from time to time. The Contractor may pay reasonable agency commissions to bona fide advertising agencies involved in the sale of

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advertising space. Bona fide shall mean a firm that is not affiliated by ownership, control, common officers or directors or otherwise with the Contractor. Agency discounts from the advertised rate schedule shall only be permitted if such discounts are reasonable and do not exceed fifteen percent (15%).

M. Limitation on Over posting; UTA's Use of Available Space. Unless otherwise agreed by UTA, the Contractor shall not exceed the time and/or quantity terms of any uniform sales contract unless the advertiser shall have first purchased such additional advertising at the fair market, advertised rates. The Contractor shall make all unsold advertising space on UTA's assets available to UTA for UTA's use at no charge. UTA shall be permitted to use such unsold space to promote UTA's service or for such other purposes as determined by UTA in UTA's sole discretion.

N. Limitations on In-Kind Payments. The Contractor shall obtain from UTA prior approval before accepting any advertising trade-outs or other non-cash or in-kind consideration as payment for any advertising rights with respect to UTA's property. The Contractor must also obtain from UTA prior approval before offering or accepting agency discounts or commissions exceeding fifteen percent (15%), or before otherwise offering any advertising rights with respect to UTA's property at prices below the fair market, advertised rates for such space. Any prior approval required by this paragraph must be evidenced by a written document of consent signed by UTA's Chief Procurement Officer.

O. Monthly Summary of Contract Activity. The Contractor shall maintain at all times an inventory of the advertising mounted, affixed or otherwise installed on any property of UTA, as well as a register individually identifying all of UTA's property upon which such advertising is mounted, affixed or otherwise installed and providing summary information regarding the advertising installed upon such property during the term of the contract as requested by UTA from time to time.

P. Records Requirements. The Contractor shall, for a period of not less than three (3) years following the termination of its contract with UTA, maintain the following account records, to be available for audit, inspection or reasonable reproduction by UTA, and its employees, auditors or other agents:

1. Copies of all contracts entered into by the Contractor which related to the advertising rights granted by UTA.
2. A log (in both electronic and hard copy forms) of all contracts entered into by UTA which related to the advertising rights granted by UTA. The log shall, at a minimum, summarize the following information for each contract: (a) the name of the client; (b) the term of the contract; (c) the nature, quality and description of the advertising rights sold to the client; and (d) any agency discounts granted pursuant to the contract.
3. A register (in both electronic and hard copy forms) individually identifying all of UTA's property which the Contractor utilizes pursuant to the rights referenced in this agreement.

Q. Additional, Unspecified Work Scope. In addition to those tasks and obligations

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separately identified above, the Contractor shall be responsible for performing all other work provided for or reasonably required by this Scope of Services.

R. Existing Contracts for Advertising. UTA's current advertising contract has allowed the current contractor, Lamar Advertising Company, to enter into certain contracts with advertisers which extend into the contract period. UTA shall cause such contracts to remain assigned to the Contractor.

S. Contract Assignment Upon Termination. In addition to the other terms and conditions set forth herein, upon expiration of the term of the advertising rights described herein, or upon earlier termination, the Contractor shall immediately assign and transfer to UTA, uniform sales contracts with advertisers for all advertising granted pursuant to this agreement. The Contractor shall see that all uniform sales contracts expressly permit such assignment. Following such assignment and transfer, UTA or its assignees shall pay to the Contractor, when and as received, twenty percent (20%) of the net receipts from such contracts for the unexpired period of such contracts. The Contractor shall not enter into any contract with advertisers which extends more than six (6) months beyond the expiration date of the contract without written approval of UTA.

T. Irrevocable Letter of Credit. UTA will require an irrevocable letter of credit or other security acceptable to UTA (such as a performance bond) in the amount of twenty-five percent (25%) of the negotiated Minimum Annual Guarantee for the first contract year. This security will be required before the execution of the contract. UTA may in its sole discretion waive this requirement after the first contract year. UTA may consider the prepayment of each Minimum Annual Guarantee in lieu of the Letter of Credit or bond.

U. Business Registration in the State of Utah. The Contractor shall appropriately register to do business in the State of Utah within three (3) business days after the Award of Contract.

3. **Available Exterior Bus Advertising Space.** Bus advertising shall be displayed only on the exterior to UTA's buses. The advertising shall be affixed by means of pressure-sensitive vinyl applied directly to the vehicle. Below are tables identifying the number and size of advertising space available for exterior bus advertising as of the date this agreement becomes effective. While this information has been provided to assist the contactor, UTA makes no representations, warranties or assurances that the inventory of buses shall be consistent for the duration of the contract entered between the Contractor and UTA. The descriptions provided herein are approximate, and the contractor is invited to coordinate a walk-through inspection of UTA's facilities through UTA's Contracting Officer.

UTA Bus Advertising Space			
# Ad Spaces	**Location on Vehicle**	**Product Options**	**Dimensions**
564	Full Vehicle (requires all ad space on vehicle)	Full Vehicle Wrap	2 Full Sides + Full Back + Headlight

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564	Door Side	Empress	42" x 114"
		Queen	30" x 88"
		Full Side	9’ x 40’
564	Driver Side	Kong	42" x 19'
		Ultra Super King	9' x 19'
		Full Side	9' x 40'
		King	30" x 144"
		Super King	30" x 216"
564	Front	Headlight	21" x 44"
564	Back	Super Tail	3' x 7'
		Half Back	42" x 7'
		Full Back	9' x 7'
		Taillight	21" x 70"

UTA Ski Bus Advertising Space			
# Ad Spaces	**Location on Vehicle**	**Product Options**	**Dimensions**
43	Full Vehicle (requires all ad space on vehicle)	Full Vehicle Wrap	2 Full Sides + Full Back + Headlight
43	Door Side	Empress	42" x 114"
		Queen	30" x 88"
		Full Side	9’ x 40’
43	Driver Side	Kong	42" x 19'
		Ultra Super King	9' x 19'
		Full Side	9' x 40'
		King	30" x 144"
		Super King	30" x 216"
43	Front	Headlight	21" x 44"
43	Back	Super Tail	3' x 7'
		Half Back	42" x 7'
		Full Back	9' x 7'
		Taillight	21" x 70"

* Ski Service buses which only run during the ski season (i.e., 10th of December through

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15th of April). Please note that Ski Service passenger displays are obstructed by skis when racks are full.

UTA Paratransit & Flex Vehicle Advertising Space			
# Ad Spaces	**Location on Vehicle**	**Product Options**	**Dimensions**
135	Full Vehicle (requires all ad space on vehicle)	Full Vehicle Wrap	2 Full Sides + Full Back + Headlight
135	Door Side	Empress	42" x 114"
		Queen	30" x 88"
135	Driver Side	Kong	42" x 19'
		King	30" x 144"
		Full Side	9' x 40'
135	Backs	Super Tail	3' x 7'
		Taillight	21" x 70"

Peak pullout of buses as of 2022 was as follows:

Meadowbrook	Depot District	Ogden	Timpanogos	Riverside (Paratransit & FLEX)
145	54	86	54	99-107

Curbside Full Side and the curbside of Full Wrap displays may not cover the front two windows with advertising vinyl on any bus listed above to include the general fleet, ski buses, Paratransit and Flex vehicles.

In addition to the exterior bus advertising described above, the Contractor shall be permitted to solicit, sell and place commercial advertising utilizing vinyl direct-application advertising covering substantially all bus exterior ("Bus Wrapping"). All Bus Wrapping shall strictly comply with the terms, conditions and limitations set forth in the Advertising and Naming Board of Trustees Policy No. 3.1 and the terms, conditions and limitations of the Advertising and Naming Board of Trustees Policy No. 3.1 are incorporated herein. Bus Wrapping is not permitted with respect to the front of the bus.

All Bus Wrapping of UTA's bus fleet is currently applied utilizing pressure-sensitive, removable vinyl designed to not damage paint during its installation to, or removal from, transit vehicles. This application method shall continue to be acceptable to UTA provided that all installation and removal is done in a manner so as to avoid damage to UTA's buses, and further provided that the Contractor shall immediately pay for the cost to repair any damage caused to the buses by such installation or removal (including, without limitation, any repainting of buses necessitated by the application or removal of bus wrapping). Any change in the method of applying bus wrapping is subject to the advance, written approval of UTA. All requests for bus wrapping must come through UTA's designated contact. The

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UTA representative will coordinate with internal facilities to arrange for bus type, model, and configuration.

All full wrap bus advertising shall conform to the following standards:

- All full wrap advertising graphic designs must be submitted in sufficient detail to determine content and final general appearance to UTA's advertising contractor for review and approval before application.
- Bus numbers must be visible on all sides. Numbers shall appear above the driver side window, above the passenger door, and on the front and the back of the bus.
- The UTA logo must be clearly visible on both sides and the rear of the bus. The size and location of the logo will be outlined by UTA and provided to advertiser by UTA for each bus type. All designs of bus wraps must include the UTA logo in three designated spaces on the bus. Each logo is approximately 8" x 20" and located on the rear of the bus and both sides.
- An accessibility logo must be included in the design and clearly visible above the windshield and above the right front corner of the bus.
- All destination signs, route numbers, exterior lights, and reflectors shall be in clear view.

Curbside Full Side and the curbside of Full Wrap displays may not cover the front two windows with advertising vinyl on any bus listed above to include the general fleet, ski buses, Paratransit and Flex vehicles.

Full Side and Full Wrap will be limited to fleet without tinted windows, unless ok'd in writing by UTA.

4. **Available Light Rail Vehicle Advertising Space.** UTA currently has 114 light rail vehicles in its service fleet (12 vehicles of which shall not be used for advertisement placement except UTA's own promotional and advertising messages).UTA has an additional 29 used vehicles (also known as VTA cars, as they were originally run at Valley Transit Authority in San Jose, Calif.). These light rail vehicles are used for special events and reserve fleet.

UTA has contractual and development limitations imposed by certain municipalities that limit the size and location of advertising on the exterior of light rail vehicles. Wrap advertising is available on light rail vehicle exteriors. The exact specifications for each vehicle type can be provided by UTA. All light rail vehicle wraps must conform to the following standards:

- All full wrap advertising graphic designs must be submitted in sufficient detail to determine content and final general appearance to UTA's advertising coordinator for review and approval before application.
- Any wrap extensions into the window space cannot cover more than 50 percent of total window space of each train (on either side of the train, not including the front windshield or operator window space)
- Train numbers must be clearly visible (one train number per side per vehicle located at the top portion of vehicles)
- The UTA logos must be clearly visible (two logos per side per vehicle) The size and location of the logo will be outlined by UTA and provided to the advertiser for each light rail vehicle type. All designs of train wraps must include the UTA logo in

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designated spaces on the train. Sample logo sizes and locations shown below.



- All Accessibility logos must remain in their original locations.
- All destination signs, door buttons, exterior lights and reflectors shall be in clear view.
- The front and back ends of all light rail vehicles will not be wrapped. As vehicle types are different,
- Reflective material located on the sides of the TRAX light rail vehicles near the bottom needs to be maintained. The current reflective product being used is 3M - 5100 Series White Reflective Product. Proposed comparable products must be approved by the UTA Rail department prior to use.
- Advertising on light rail vehicles is currently accomplished by means of pressure-sensitive, removable vinyl designed not to damage paint or vinyl reflective striping during its installation upon, or removal from, light rail vehicles. Application and removal of advertising materials shall be done in a manner so as to avoid damage to UTA's light rail vehicles, and the Contractor shall immediately pay for the cost to repair any damage caused to the vehicles by such installation or removal.
- UTA excludes 12 light rail vehicles from the fleet as reserve for UTA marketing purposes which shall not be available for any advertising pursuant to this RFP. The vehicle identification numbers shall be specified in the contracting process.
- The information concerning UTA's light rail vehicle fleet is being provided to the contractor. UTA makes no representations, warranties or assurances that such numbers shall continue for the duration of any contract entered between Contractor and UTA. The descriptions provided herein are approximate, and the contractor is invited to coordinate a walk-through inspection of UTA's facilities through UTA's Contracts Administrator.

UTA 100 & 160 Light Rail Vehicle Advertising Space			
# Ad Spaces	**Location on Vehicle**	**Product Options**	**Dimensions**
40	Exterior s	TRAX Full Side	10' x 69'
		TRAX Center Stage	10' x 9'
		TRAX Super Mural	40" x 16'
		TRAX Mural	25" x 138"
160		TRAX Vertical Interior (limit	21" x 12"

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	Interiors	4 per car)	
80		TRAX Michelangelo (limit 2 per car)	24" x 96"

UTA S70 Light Rail Vehicle Advertising Space			
# Ad Spaces	**Location on Vehicle**	**Product Options**	**Dimensions**
77	Exteriors	TRAX Full Side	10' x 69'
		TRAX Center Stage	10' x 9'
		TRAX Super Mural	40" x 16'
		TRAX Mural	25" x 138"
308	Interiors	TRAX Horizontal Interior (limit 8 per car)	21" x 12"
154		TRAX Michelangelo (limit 2 per car)	24" x 96"

5. **Available Commuter Rail Vehicle Advertising Space**: UTA currently has 38 bi-level Bombardier cab cars and passenger cars in its commuter rail fleet. These vehicles feature in their interiors for advertising. Below are ad space descriptions for commuter rail vehicles.

UTA Commuter Rail Advertising Space			
# Ad Spaces	**Location on Vehicle**	**Product Options**	**Dimensions**
456	Interiors	FrontRunner Interior	34" x 24"

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Exhibit B

Price Summary

	Minimum Annual Guarantee	Production Credit	Charitable Donation	TOTAL		Percentage of Contract Revenues
Year 1	$2,150,000	$15,000	$10,000	$2,175,000		68%
Year 2	$2,175,000	$15,000	$10,000	$2,200,000		68%
Year 3	$2,200,000	$15,000	$10,000	$2,225,000		68%
Year 4	$2,225,000	$15,000	$10,000	$2,250,000		68%
Year 5	$2,250,000	$15,000	$10,000	$2,275,000		68%
Year 6	$2,275,000	$15,000	$10,000	$2,300,000		68%
Year 7	$2,300,000	$15,000	$10,000	$2,325,000		68%
Year 8	$2,325,000	$15,000	$10,000	$2,350,000		68%
Totals	$17,900,000	$120,000	$80,000	**$18,100,000**		

Each Minimum Annual Guarantee will be prepaid in full to UTA

• Pre-payment for the entire Year One MAG will be issued within 30 days following contract execution. Payment for each subsequent year will be made 30 days prior to the new contract year commencement date.

PRODUCTION CREDIT: $15,000/year & CHARITABLE DONATION BANK: $10,000/year

• In addition to the annual MAG, Contractor will provide a Production Credit of up to $15,000 each year of the contract term for UTA promotional or community messaging. The credit includes graphic art design, printing and installation/removal by Contractors graphic design staff and Contractors printing/installation/removal vendors.

• In addition, Contractor will provide a Charitable Donation Bank in the amount of $10,000 each contract year. These funds may be used by the authority to assist with community events, tangible donation goods, or other “giving back” initiatives for the city and the community.

• Production Credits and the Charitable Donation Bank reset at the beginning of each contract year and cannot be combined with any other year’s bank or credit.

The Revenue Share shall be calculated and paid to the Authority within thirty (30) days after the end of each contract quarter. The Revenue Share shall be defined as the total gross monthly billings submitted by Contractor to advertisers for use of the Authority’s

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advertising space, less reasonable agency discounts (limited to no more than 15%). No other expenses or costs shall be deducted from the gross billings prior to determining the Authority's Revenue Share. All operating expenses and other costs shall be included in, and paid exclusively from, the Contractor's share of total revenue.

"Gross Billings" means the dollar amount of all billings made by the Company to Advertisers in relation to the placement of advertising on the Advertising Space which for greater certainty excludes: (a) any charges relating to advertising display production; (b) any value added tax or other similar tax; and (c) any revenue generated from a New Advertising Opportunity."

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Exhibit C

Advertising and Naming
Board of Trustees Policy No. 3.1

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Advertising and Naming

Board of Trustees Policy No. 3.1

Application: Board of Trustees and Local Advisory Council

I. Purpose: The Board of Trustees allows for advertising on the Authority's facilities, vehicles, and electronic media in compliance with contractual agreements, local ordinances, and State and federal laws to provide information to the public and to generate additional revenue to support the Authority's public transit operations. This policy establishes the standard for advertising appearing on the Authority's vehicles and facilities. It also establishes the process for naming stations, facilities, and service brands.

II. Policy:

A. Advertising

The agency will not allow advertising on Authority vehicles, electronic media, or transit facilities that:

1. Is false, misleading, or deceptive
2. Promotes or depicts an illegal activity, good, or service
3. Contains explicit sexual material, obscene material, or material harmful to minors as set forth in state law
4. Promotes alcohol in a manner inconsistent with federal and state law
5. Promotes tobacco products in a manner inconsistent with federal and state law
6. Depicts violence, anti-social behavior, sexual conduct, nudity, or sexual excitement as those terms are defined in state law
7. Includes language that is obscene, vulgar, indecent, or profane
8. Promotes or depicts materials, instruments, devices, items, products, or paraphernalia that are designed for use in connection with sexual conduct as defined in state law
9. Contains images or information that demeans an individual or group of individuals on account of race, color, religion, national origin, gender, age, disability, or sexual orientation
10. Constitutes libel as defined in state law
11. Is inconsistent with any contractual agreement between the Authority and any governmental entity
12. Promotes subject matter other than that relating to a commercial transaction or relating to a product or service sponsored by a governmental entity located in the state of Utah that does not otherwise conflict with the Authority's mission and goals
13. Is contrary to any applicable local ordinance

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B. Naming of Authority Stations, Facilities, and Service Brands

1. The Board of Trustees will approve naming of stations, facilities, and service brands.
2. The Authority will select primary station names that assist customers in navigating its transit system, such as names that incorporate geographical coordinates.
3. The Authority will select secondary station names that relate to geographical landmarks, public activities, or names that have historical or cultural significance to the immediate area in which the station is located.
4. The Authority will not name any stations, facilities, or service brands after any individual, either living or deceased.

C. The Board of Trustees will approve requests for sponsorships.

Revision/Review History:

Date of Local Advisory Council Consultation	Board of Trustees Approval (Resolution Number)	Action
6-12-2019	R2019-06-01	Combined Board Process Policy Nos. 2.1.6 – Naming of Authority Rail Stations, Facilities and Branding of Service, 1.2.2 – Advertising, and 2.1.3 – Advertising into Board Policy 3.1 – Advertising and Naming.

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 3/27/2024

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	David Hancock, Chief Capital Service Officer
PRESENTER(S):	Kyle Stockley, Manager of Capital Vehicles Robert Balsamo, LRV Maintenance Supervisor-Parts Tools Equipment

TITLE:

Contract: Mersen Ground Brush Assemblies (Siemens Mobility, Inc.)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve award and authorize the Executive Director to execute the contract and associated disbursements with Siemens Mobility Inc.to provide 320 Mersen Ground Brush Assemblies in the amount of $415,390.00.

BACKGROUND:

UTA has reliability challenges with the current ground brushes. The wear rate of the carbon-carbon ground brushes is higher than predicted by the manufacturer. The premature wear has caused increased maintenance costs and produces excessive carbon dust associated with pre-mature journal bearing failure.

Testing indicates the replacement system will provide significant performance improvements. The wear rate during testing was 1mm per 60,000 miles, with 15mm of allowable wear. Based on existing data, this represents at least a 5x improvement to system life. The testing also revealed significantly less dust creation (due to the low wear rate), which in combination with a new labyrinth seal design is expected to prevent dust ingress into the axle journal bearings.

DISCUSSION:
UTA conducted an IFB solicitation on U3P/SciQuest to provide Mersen ERCU Assemblies (Ground Brush Assy) part# A6X30167835 for Siemens S70, SD100, & SD160 Light Rail Vehicles.

CONTRACT SUMMARY:

Contractor Name:	Siemens Mobility, Inc.
Contract Number:	23-03816
Base Contract Effective Dates:	March 20, 2024 - October 28, 2024 or until all product is delivered.
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	$415,390.00
Procurement Method:	Invitation for Bid (IFB)
Budget Authority:	2024 Capital Budget - SGR040 - Light Rail Overhaul Program

ALTERNATIVES:

Solicit individual bids from suppliers as the need arises. Requires paying market price at the time of the bid.

FISCAL IMPACT:

Replacement of the Ground Brushes is included in the light rail overhaul item for the 2024 Approved capital budget.

ATTACHMENTS:

Contract: 23-83816BCM Siemens Mobility

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UTA Contract 23-03816BCM

UTA

INVITATION FOR BID

Cover Sheet

General Information			
Project Name	A6X30167835 MERSEN ERCU ASSEMBLY (Ground Brush Assy)		
Project Description	The Utah Transit Authority (UTA) seeks a Source to provide MERSEN ERCU ASSEMBLY (Ground Brush Assy) part# A6X30167835 for Siemens S70, SD100, & SD160 Light Rail Vehicles.		
Project Start Date/Length	Approximately April 30, 2024		
Contract Type	Goods and Service Firm Fixed Price		
UTA Project Manager	Robert Balsamo		
Funding Source	☒ Local	☐ State	☐ Federal
Procurement Process Information			
IFB No.	23-03816BCM		
Contract Administrator	Brent Miller 669 West 200 South Salt Lake City, Utah 84101 (801) 287-3009 brmiller@rideuta.com		
This procurement will be an Invitation for Bid (IFB)	Award will be made to the low Responsive and Responsible bidder.		

IFB Schedule:

A)	Issue Invitation to Bid	January 5, 2024, 9:00am MST
B)	Deadline to submit Questions and Request for Approved Equals or Changes to UTA	January 15, 2024, 2:00 pm MST
C)	Last day for UTA to issue addenda and clarifications	January 25, 2024
D)	**Deadline to submit bids**	**February 6, 2:00 pm MST**

Included as part of this IFB		
Part 1 – Project Specific Information		
Part 2 – Procurement Process Information		
Part 3 – Standard Solicitation Terms		
Part 4 – Standard Contract Terms / Sample Contract		

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Part 5 – Forms		
Bid Contents		
Page Limit Cover pages, table of contents, divider tabs, resumes, the Bid Sheet, and required forms do not count toward the page limit.	10 pages	
Submittal Instructions Use SciQuest to record price and lead-times and provide one (1) electronic copy of the completed/signed Part 5 Declarations, Offer and Acceptance, in pdf format, shall be uploaded to SciQuest on or before the deadline referenced above. See Part 3 of this IFB for further instructions.		
Required Forms To be considered responsive, Bids must include those additional forms, declarations, and certifications listed below:		
• Signed Bid Forms and Declarations		

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UTA

INVITATION FOR BIDS

Part 1 – Project information

GENERAL OVERVIEW

This Invitation for Bids is to supply Utah Transit Authority (UTA) with a Quantity of 320ea OEM Mersen part number A6X30167835 MERSEN EARTH RETURN CURRENT UNIT (ERCU) ASSEMBLY (Ground Brush Assy) (Includes S70 Adapter Ring). Product is an upgrade to replace the current ground brush assemblies used on Siemens S70, SD100, and SD160 Light Rail Vehicle Axles (S70 Axles 1,2,5,6 and SD100 & SD160 Axles 1-6). Please refer to the product line item detailed list of part(s) in SciQuest.

FOB Delivery Destination Point:
Utah Transit Authority – JRSC Division
2664 South 900 West
Salt Lake City, UT 84119
c/o Receiving Dept 801-287-3025
Incoterm: DAP (Delivered at Place) UTA SLC, UT

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INVITATION FOR BIDS

Part 2 – Procurement Process Information

This procurement will be an invitation for Bids (IFB). Award will be made to the low Responsive and Responsible bidder. Low bid shall be determined by the bid price of the parts, if applicable.

BID FORMAT AND CONTENT

- Bid must be entered in SciQuest.
- Bidder must use SciQuest to access the product line item(s) detailed list of parts for this IFB in order to enter its product price and delivery lead-times.
- Bidder must upload in SciQuest one (1) electronic copy of the completed/signed Part 5 Declarations, Offer and Acceptance, in pdf format.

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INVITATION FOR BIDS

Part 3 – Standard Terms of Solicitation

1.1 INSTRUCTIONS TO BIDDERS

1.1.1.1 Submission of Bids.

Bids must be uploaded to SciQuest by the "Bid ends" date and time listed on SciQuest. Bids uploaded after the deadline will be considered non-responsive. It is the responsibility of the Bidder to ensure that its Bid is properly uploaded by the deadline.

Log onto SciQuest at https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=StateOfUtah; if you have already registered, login and search by Utah Transit Authority or the IFB number.

If you need to create an account please select "Create Account" and then you can search UTA or the IFB number identified on the Cover Page. If you need assistance please email the Utah Supplier Portal Support at sciquestadmin@utah.gov. Instructions to Bidders are included in the IFB documents.

1.1.1.2 Minimum Standards.

This IFB sets forth the minimum requirements that all Bids must meet. Failure to submit Bids in accordance with this IFB will render the Bid non-responsive. UTA may waive immaterial errors in a Bid at its discretion and as permitted by applicable law.

1.1.1.3 Confidential, Protected, and Public Information

In accordance with Utah Code Section 63G-2-305(6) of the Government Records Access and Management Act (GRAMA) and UTA's Procurement Standard Operating Procedures (SOPs), Bids submitted by Bidders in response to this IFB and any accompanying documentation will not be made public until the public bid opening.

If the Bid includes information that the Bidder believes to constitute trade secret or non-public commercial or financial information protectable pursuant to UCA §§63G-6a-305(1) and 63G-6a-305(2) (collectively "Business Confidential Information"), then the Bidder must follow the procedure set forth in UCA §63G-6a-309.

Additionally, for ease of Bid evaluation, UTA requests that each Bidder also follow the steps identified below:

a) Clearly mark all Business Confidential Information as such in its Bid at the time the

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Bid is submitted and include a cover sheet stating "DOCUMENT CONTAINS BUSINESS CONFIDENTIAL INFORMATION" and identifying each section and page which has been so marked;

b) Include a statement with its Bid justifying the Bidder's determination that certain records are Business Confidential Information for each record so defined;

c) In addition to the Bid uploaded to SciQuest, upload a second copy of the Bid (as an attachment) that has all the Business Confidential Information deleted, and label such copy of the Bid "Public Copy." If a Bidder uploads a Bid containing no Business Confidential Information, no "Public Copy" need be submitted. However, any Bidder that submits a Bid containing no Business Confidential Information must so certify in a cover letter to its Bid; and

d) Defend any action seeking release of the records it believes to be Business Confidential Information and indemnify, defend, and hold harmless UTA and the State of Utah and its agents and employees from any judgments awarded against UTA and its agents and employees in favor of the party requesting the records, including any and all costs connected with that defense. This indemnification survives UTA's cancellation or termination of this procurement or award and subsequent execution of the Contract. In submitting a Bid, the Bidder agrees that this indemnification survives as long as the Business Confidential Information is in possession of UTA.

All records pertaining to this procurement will become public information after award of the Contract, unless such records are identified as, and lawfully constitute, Business Confidential Information as specified above. No liability will attach to UTA for the errant release of Business Confidential Information by UTA under any circumstances.

1.1.1.4 Submitting Questions to UTA

Questions must be submitted via the SciQuest Q&A page before the end of the Question and Answer period. UTA's answers to timely questions will be posted on the SciQuest Q&A page.

1.1.1.5 Requests for Approved Equals or Changes

Whenever a brand, manufacturer, or product name is indicated in this IFB, they are included only for the purpose of establishing identification and a general description of the item. Wherever such names appear, the term "or approved equal" is considered to follow.

Requests for Approved Equals, Changes, or other exceptions to the IFB (collectively, "Requests") must be submitted via the SciQuest Q&A page before the end of the Question and Answer period.

Any request for an approved equal or request for change of the IFB must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal or better than the IFB requirement.

UTA's responses to timely Requests will be posted to the SciQuest Q&A page.

It should be understood that specifying a brand name, components, and/or equipment in this IFB will not relieve the Bidder from its responsibility to provide the product in accordance with the performance warranty and contractual requirements. The Bidder shall notify UTA of any inappropriate brand name,

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component, and/or equipment that may be called for in this IFB and shall propose a suitable substitute for consideration.

UTA retains the discretion to withhold approval for one of more requested equals if the magnitude of requested approvals exceeds UTA's available resources to allow for adequate evaluation in support of a timely procurement.

1.1.1.6 Addenda to the Invitation for Bids

UTA reserves the right to make changes to the IFB, by issuing a written addendum to the IFB or through its responses to questions posted on the SciQuest Q&A page.

1.1.1.7 Multiple or Alternative Bids

Submission of multiple or alternative Bids, except as specifically called for in the IFB, may render all such Bids non-responsive and may cause the rejection of some or all of such Bids.

1.1.1.8 Withdrawal of Bids

A Bidder may withdraw its Bid from SciQuest before the Bid due date without prejudice to itself.

1.1.1.9 Cost of Bids

UTA is not liable for any costs incurred by Bidders in the preparation of Bids submitted in response to this IFB.

1.1.1.10 Examination of Invitation for Bids

The submission of a Bid constitutes an acknowledgment upon which UTA may rely that the Bidder: (i) has thoroughly examined and is familiar with the IFB, including the contractual terms in Part 4, (ii) is familiar with any work site identified in the IFB, and (iii) has reviewed and inspected all applicable statutes, regulations, ordinances, and resolutions addressing or relating to the goods and services to be provided hereunder. The failure or neglect of a Bidder to receive or examine such documents, work sites, statutes, regulations, ordinances, or resolutions will in no way relieve the Bidder from any obligations with respect to the Bidder's Bid or to any contract awarded pursuant to this IFB. No reduction or modification in the Bidder's obligations will be allowed based upon a lack of knowledge or misunderstanding of this IFB, work sites, statutes, regulations, ordinances, or resolutions. Minor clarifications and/or tailoring of terms and conditions shall be considered.

1.1.1.11 Firm Offer

Unless otherwise stated in this IFB, submission of a Bid constitutes an offer to provide the goods or services described in the IFB, for the price set forth in the Bid. Such offer must be good and firm for a period of ninety (90) days after the Deadline to Submit Bids.

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1.1.1.12 Disclosure of Organizational Conflict of Interest

An organizational conflict of interest means that because of other activities, relationships, or contracts, the Bidder is unable, or potentially unable, to render impartial assistance or advice to UTA; a Bidder's objectivity in performing the work identified in this IFB is or might be otherwise impaired; or a Bidder has an unfair competitive advantage. If a Bidder believes that it has, or may have, a real or perceived organizational conflict of interest, it must disclose such real or perceived organizational conflict of interest in its Bid, and describe the measures taken by the Bidder to mitigate such conflict. UTA will review such information and, in its sole discretion, determine whether a real or perceived organizational conflict of interest exists, and whether such conflict warrants disqualification of the Bidder, or may be mitigated by taking further measures.

1.1.1.13 No Collusion

By submitting a Bid, the Bidder represents and warrants that its Bid is genuine and not a sham, and that the Bidder has not colluded with any other parties regarding this procurement process. If UTA learns that the Bid is not genuine, or that the Bidder did collude with other parties, or engaged in any anti-competitive or fraudulent practices in connection with this procurement process, UTA may immediately terminate any resulting contract and seek any remedies available in equity or at law.

1.1.1.14 Federal Requirements. (if applicable)

If federal funds are being used to finance this project, the Contractor shall also comply with the additional applicable federal terms and conditions listed in Part 6a and submit all applicable certifications, forms and reports listed in Part 6b.

a. UTA eComply Solutions. In addition, where federal funds are being used, the Bidder/Bidder shall submit required labor and subcontractor information to UTA through following portal: https://uta.ecomply.us. The information provided shall include the following:

- Set up and maintain contractor login for all persons inputting information in the system
- Description of payments received from UTA and payments made to subcontractors of all tiers including amounts and confirmation of payment
- All certified payroll must be input into eComply Solutions which may be accomplished either through direct input or importation from the contractor's accounting system.
- All subcontract award amounts, date signed, and change orders
- Certified payroll information shall be uploaded on a weekly basis; all other information shall be uploaded or input no less than monthly.

The Contractor shall include this clause in all subcontracts and manage and monitor compliance of all subcontractors within the UTA eComply system

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1.2 SELECTION PROCESS

1.2.1.1 Public Opening

This is an IFB and, as such, the Bids submitted in response to this IFB will be subject to a public opening.

1.2.1.2 UTA's Procurement Options

Based on submitted information, UTA may do or take any of the following actions, without limitation:

- Award the contract to the lowest responsive and responsible Bidder who meets the criteria set forth in this IFB.
- Amend and reissue the IFB in order to clarify and correct.
- Cancel the invitation for bids without awarding a contract.

1.2.1.3 Responsiveness

Bids that are conditional, that attempt to modify the IFB requirements, that contain additional terms or conditions, or that fail to conform to the requirements or specifications of the IFB may be considered non-responsive. Notwithstanding, minor clarifications/tailoring to terms and conditions may be considered.

1.2.1.4 Responsibility

UTA will not select a Bidder who is deemed by UTA, in its sole discretion, to lack the ability or responsibility to perform successfully under the terms of the contract. Such determination of responsibility may encompass management, technical, legal, and financial matters.

1.2.1.5 Checking References.

The Utah Transit Authority reserves the right to contact any reference specifically named by the Bidder in its Bid or any other additional references as deemed appropriate by UTA, including references suggested by the Bidder's named references or references known to UTA through its own knowledge of the transportation industry.

1.2.1.6 Requests for Clarification

The Bidder shall provide accurate and complete information to UTA. If information is incomplete, appears to include a clerical error, or is otherwise unclear, UTA may either (i) declare the Bid non-responsive, (ii) evaluate the Bid as submitted, or (iii) issue a Request for Clarifications to the Bidder stating the information needed and a date and time by which the information must be provided. If the Bidder does not respond to the Request for Clarifications in a timely manner, or if the Bidder's response is deemed to be insufficient by UTA, in its sole discretion, then UTA may declare the Bid non-responsive.

All requests for Clarification will be in writing via E-mail, responses submitted as per the instructions contained in the request for Clarification. Responses must be limited to answering the specific information requested by UTA.

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1.3 PROTESTS

Protests are governed by the Utah Procurement Code, Utah Code Ann. § 63G-6a-1601 et seq. To be valid, a protest must be in writing and be filed with UTA within the time frames set forth in Utah Code Ann. § 63G-6a-1602. A protest will be deemed to be filed pursuant to these procedures when actually received by the designated recipient by delivery via email to protests@rideuta.com.

All protests must include:

- The name and address, and email address of the protester.
- The appropriate contact person for the protester, to whom all protest correspondence shall be addressed;
- The solicitation or project number; and
- A detailed statement as to the nature of the protest including, without limitation: (i) the alleged facts and evidence giving rise to the protestor to claim that it has been aggrieved; (ii) the protestor's standing to protest; and (iii) the legal grounds upon which the protest is based.

The Procurement Officer shall make a written determination regarding the protest. An unfavorable determination of the UTA Procurement Officer is eligible for administrative reconsideration by a panel determined by the Chair of the UTA Board of Trustees. A notice of appeal must be delivered by the Protestor within five (5) calendar days of the date of the Procurement Officer's decision. A notice of appeal addressed as follows:

Chair, UTA Board of Trustees

c/o Utah Transit Authority

669 West 200 South

Salt Lake City, Utah 84101

Attn: Board Coordinator

CONTAINS TIME-SENSITIVE PROTEST MATERIALS

Any further appeal may only be made pursuant to Utah Code Ann. § 63G-6a-1801 *et seq.* A protesting entity must exhaust administrative appeals prior to filing a judicial appeal pursuant to Utah Code Ann. § 63G-6a-1801 *et seq.*

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UTA

INVITATION FOR BIDS

Part 4 – Contract Terms

"Vendor" as used in these UTA Standard Terms and Conditions means the party contracting with Utah Transit Authority ("UTA") to provide Goods and/or Services to UTA. The terms "Goods" and "Services" are intended to have their broadest meanings. "Goods" includes any equipment, parts, materials, supplies, project deliverables, and work product supplied by Vendor in accordance with the solicitation documents ("Solicitation Documents") to which these UTA Standard Terms and Conditions are attached. "Services" includes labor, professional services, and any manual, technical and other human resources provided in the fulfillment of the Solicitation Documents, including those specified in the Solicitation Documents and any additional Services incidental to the furnishing of Goods.

1. **JURISDICTION, CHOICE OF LAW, AND VENUE:** Utah law governs this transaction. The parties shall submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of the Solicitation Documents and the contract (the "Contract") resulting from UTA's acceptance and counter-execution of a bid/Bid form submitted by the Vendor pursuant to the Solicitation Documents. Venue is in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
2. **LAWS AND REGULATIONS:** Vendor and any and all Goods and/or Services furnished under the Contract will comply fully with all applicable Federal and State laws and regulations, including those related to safety and environmental protection. Vendor shall also comply with all applicable licensure and certification requirements.
3. **RECORDS ADMINISTRATION:** Vendor shall maintain all records necessary to properly account for the payments made to Vendor for costs authorized by the Contract. Vendor shall retain those records for at least six years after the Contract is fully performed or terminated, or until all audits initiated within the six-year period have been completed (whichever is later). Vendor shall allow UTA, State, and Federal auditors, and UTA agency staff, access to all the records relating to the Contract, for audit, inspection, and monitoring of Goods and/or Services. Such access must be during normal business hours, or by appointment.
4. **CONFLICT OF INTEREST:** Vendor represents that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of UTA to secure favorable treatment with respect to being awarded the Contract.
5. **INDEPENDENT CONTRACTOR:** Vendor is an independent contractor. As such, Vendor has no authorization, express or implied, to bind UTA to any agreements, settlements, liability or understanding whatsoever. Vendor shall not perform any acts as agent for UTA, except as expressly set forth in the Contract. Compensation stated in the Contract is the total amount payable to Vendor by UTA. Vendor is responsible for the payment of all income tax and social security tax due as a result of payments received from UTA for the Goods and/or Services. Persons employed by UTA and acting under the direction of UTA will not be deemed to be employees or agents of Vendor.
6. **STANDARD OF CARE.** Vendor shall perform any Services to be provided under the Contract in a good and workmanlike manner, using at least that standard of care, skill and judgment which can

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reasonably be expected from similarly situated independent contractors (including, as applicable, professional standards of care).

7. **SALES TAX EXEMPTION:** The Goods and/or Services purchased by UTA under the Contract are exempt from sales and use tax.

8. **DELIVERY:** Unless otherwise specified in the Contract, all Goods will be delivered FOB to the destination designated by UTA in the Solicitation Documents. Vendor shall be responsible for delivery costs and all risk of loss shall remain with Vendor until such time as the Goods are received by UTA, its agent or consignee, regardless of whether UTA has made full payment for the Goods. Vendor shall deliver all Goods to UTA and perform all Services no later than the date(s) indicated in the Solicitation Documents. If Vendor fails to make delivery of any part of the Goods or fails to perform any portion of the Services on the date(s) indicated, UTA may terminate and pursue other remedies.

9. **INSPECTIONS:** Goods furnished under the Contract will be subject to inspection and testing by UTA at times and places determined by UTA. If UTA finds Goods furnished to be incomplete or not in compliance with applicable specifications and standards, UTA may reject the Goods and require Vendor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Vendor is unable or refuses to correct such Goods within a time deemed reasonable by UTA, then UTA may cancel the order in whole or in part. Nothing in this paragraph will adversely affect UTA's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

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

    b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal.

11. **WARRANTY:** Vendor warrants all Goods (including hardware, firmware, and/or software products that it licenses) provided to UTA under the Contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in the Contract. Vendor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to the Contract unless otherwise specified and mutually agreed upon elsewhere in the Contract. In general, Vendor warrants that: (1) the Good will do what the salesperson said it would do, (2) the

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

12. **INDEMNIFICATION:** Vendor shall release, protect, defend, indemnify and hold UTA and its trustees, officers, and employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from the willful misconduct or the negligent acts or omissions of Vendor, its subcontractors and suppliers, and their respective employees and agents, except to the extent caused by the negligent acts or omissions of UTA.

13. **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

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

3. **Worker's Compensation and Employers' Liability**

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

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

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

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 UTA Contract Administer and utahta@Ebix.com and approved before work commences. Each insurance policy required by this Contract

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

F. **SUBCONTRACTORS**: 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.

14. **TERMINATION FOR COVENIENCE:** UTA may terminate the contract, in whole or in part, at any time by written notice to the Contractor when it is in UTA's best interest. UTA shall pay Contractor its costs, including contract close-out costs, and profit on work performed up to the time of termination. To be paid those costs, the Contractor must promptly submit its termination claim to UTA. If the Contractor has any property in its possession belonging to the UTA, the Contractor shall account for the same, and dispose or deliver it in the manner the UTA directs.
15. **DEFAULT:** If Vendor: (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, at its option either cure the default at Vendor's expense or terminate the Contract after first giving Vendor five (5) days written notice to cure such default. Immediately after such termination, UTA may: (i) take possession of the Goods wherever they may be located and in whatever state of completion they may be together with all drawings and other information necessary to enable UTA to have the Items completed, installed, operated, maintained and/or repaired; (ii) pay to Vendor any amount then due under the Contract after taking full credit for any offsets to which UTA may be entitled; (iii) contract with or employ any other party or parties to finish the Items; and (iv) collect from Vendor any additional expense, losses or damage which UTA may suffer.
16. **PATENTS, COPYRIGHTS, ETC:** Vendor will defend, indemnify and hold UTA, its officers, agents and employees harmless from liability of any kind or nature, arising from Vendor's use of any copyrighted or un-copyrighted composition, trade secret, patented or un-patented invention, article or appliance furnished or used in the performance of the Contract.
17. **ENVIRONMENTAL RESPONSIBILITY:** Contractor acknowledges that its Goods and/or Services might affect UTA's ability to maintain environmental obligations. A partial list of activities, products or

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Services deemed as have a potential environmental effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA

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

19. **SEVERABILITY:** If any provision of the Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

20. **WRITTEN AMENDMENTS:** The Contract may be amended, modified, or supplemented only by written amendment to the Contract, executed by authorized persons of the parties hereto.

21. **ASSIGNMENT:** Vendor shall not assign, sell, or transfer any interest in the Contract without the express written consent of UTA.

22. **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.

23. **UTAH ANTIDISCRIMINATION ACT**:

    Offeror hereby declares that it is and will remain fully compliant with the provisions of the Utah Anti-discrimination Act (UTAH CODE §§ 34A-5-101 TO 34A-5-108) and the equivalent anti-discrimination laws of its State of incorporation and/or headquarters location. Under the Act, an employer may not refuse to hire, promote, discharge, demote, or terminate a person, or to retaliate against, harass, or discriminate in matters of compensation or in terms, privileges, and conditions of employment against a person otherwise qualified, because of: race, color, sex, pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; or gender identity.

    In addition to avoiding discriminatory employment practices as described above, Offeror also declares that all goods and services it provides to UTA are useable and accessible by individuals with disabilities as described in Title II of the American with Disabilities Act and also Section III (H) of UTA Policy 6.1.1 which states that programs, services, and facilities procured by UTA will be accessible to and useable by individuals with disabilities. Offeror further certifies that any digital software, tool, program or web application must meet the most recent version of the Web Content Accessibility Guidelines (WCAG) found at https://www.w3.org/TR/WCAG21. To the extent Offeror is providing transportation services, vehicles or facilities it also declares that it is in compliance with Department of Transportation (DOT) ADA standards found at 49 CFR Parts 27, 37, 38, and 39.

24. **UTAH ANTI-BOYCOTT OF ISRAEL ACT:** Contractor agrees it will not engage in a boycott of the State of

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Israel for the duration of this contract.

25. **WAIVER:** Any waiver by a party of any breach of any kind or character whatsoever by the other party, whether such be direct or implied, will not be a continuing waiver of or consent to any subsequent breach of the Contract.

26. **ENTIRE AGREEMENT:** The Contract (including parts of the Contract incorporated by reference) constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of the Contract supersede any additional or conflicting terms or provisions that may be preprinted on Vendor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Vendor that may subsequently be used to implement, record, or invoice Goods and/or Services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of UTA. The terms of the Contract prevail in any dispute between the terms of the Contract and the terms printed on any such standard forms or documents, and such standard forms or documents will not be considered written amendments of the Contract.

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UTA

INVITATION FOR BIDS

Part 5 – Declarations, Offer, and Conflict of Interest Form

A. BID DECLARATIONS

This Bid is submitted upon the following declarations:

1. Neither I nor, to the best of my knowledge, none of the members of my firm, corporation, or JV have either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with this Bid.

2. Neither I nor, to the best of my knowledge, none of the members of my firm, corporation, or JV have given, offered, or promised to give any compensation, gratuity, contribution, loan or reward to any person administering, conducting, or making decisions regarding this procurement process.

3. I certify that the named Bidder has registered and is participating in the Status Verification System in accordance with Utah Code Ann. § 63G-12-302.

4. I acknowledge receipt of the following addenda to this IFB:

   Addendum No.___ Date_____
   Addendum No.___ Date_____
   Addendum No.___ Date_____
   Addendum No.___ Date_____

   Failure to acknowledge receipt of all addenda may cause the Bid to be rejected as non-responsive.

5. Further, this Bid is submitted upon the declaration that I have reviewed the terms and conditions of the IFB, including the Standard Contract Terms, and accept all the terms and conditions stated therein.

The undersigned is authorized to make the foregoing declarations, acknowledgements, and certifications set forth above.

Siemens Mobility, Inc.
(Contractor's Name)

Barry Sidler
Digitally signed by Barry Sidler
DN: cn=Barry Sidler, c=US, o=Customer Services, ou=Siemens Mobility, email=barry.sidler@siemens.com
Date: 2024.01.17 13:18:52 -08'00'
(Signature)

Barry Sidler
(Print Name)

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B. CONTRACTOR'S OFFER

By signing below, the Contractor makes a firm offer to deliver all supplies and/or perform all services or construction as set forth in the IFB (including any amendments), for the price set forth on Contractor's Bid Sheet Form. Contractor accepts all UTA terms and conditions included with the IFB and acknowledges that any conflicting terms and conditions contained in the Contractor's bid or Bid shall be considered null and void. **By signing below, This Contractor's Offer creates a binding Contract, which consists of the IFB Statement of Work or Services, UTA Standard terms and conditions, the UTA IFB terms and conditions, FTA terms and conditions referenced in the IFB, and the Contractor's Bid or Bid, in that order of precedence.**

Signature must be by an officer of your company authorized to bind your company in contractual matters.

Siemens Mobility, Inc. (Contractor's Name)	Barry Sidler Digitally signed by Barry Sidler DN: cn=Barry Sidler, c=US, o=Customer Services, ou=Siemens Mobility, email=barry.sidler@siemens.com Date: 2024.01.17 13:19:12 -08'00' (Signature)
5301 Price Ave. McClellan Park, CA 95652 (Contractor's Address)	Barry Sidler (Print Name)
916-471-8736 (Contractor's Phone Number)	Director of Spares (Title)
barry.sidler@siemens.com (Contractor's Email Address)	1/17/2024 (Date)
30-1018552 (Contractor's EIN)	

C. UTA'S ACCEPTANCE and BINDING CONTRACT

By signing below, UTA accepts Contractor's offer. This acceptance creates a binding Contract, which consists of the IFB Statement of Work or Services, UTA Standard terms and conditions, the UTA IFB terms and conditions, FTA terms and conditions referenced in the IFB, and the Contractor's Bid or Bid, in that order of precedence.

The effective date of the Contract is the date of the last signature on this page.

UTA Representative / Signature Title:	UTA Representative / Signature Title:
(Date)	(Date)
DocuSigned by: Mike Bell 2/7/2024 70E33A415BA44F6... UTA Legal	

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BID FORM

For #P1.1 Qty 320ea Part# A6X30167835 MERSEN EARTH RETURN CURRENT UNIT (ERCU) ASSEMBLY (Ground Brush Assy) (Includes S70 Adapter Ring)

GRAND TOTAL FOR BID = $415,390.00 USD

‹ Back to Event

This event is **Under Evaluation**, and may be awarded once a winning bid has been chosen.

23-03816BCM A6X30167835 MERSEN EARTH RETURN CURRENT UNIT (ERCU) ASSEMBLY
23-03816BCM

Vendor: Siemens Mobility, Inc
Bid Status: **Submitted**
Type: **Invitation for Bid**
Event Status: **Under Evaluation**

Prerequisites

Vendor Attachments

Questions

Items

Response from Siemens Mobility, Inc

History ?

Items

Product Line Items (1) | Service Line Items (0)

Go To All Groups

★ Unit Price is Required
⊘ Estimated Delivery Date is Required

Group P1 (1 - 1 of 1 items)

#	Item Name, Description, Etc	Qty	UOM	Requested Delivery	Target Price (USD)	Unit Price (USD)	Total Price (USD)	Estimated Delivery
P1.1	MERSEN EARTH RETURN CURRENT UNIT (ERCU) ASSEMBLY ★ ⊘ View Details	320	Each	4/30/2024		1,298.00	415,360.00	2/6/2024

Comment: Estimated time to ship is 26 to 28 wks confirmed ARO. Risk of loss of the Product(s) shall transfer to Buyer upon delivery. Within two (2) days after delivery, Buyer shall inspect the Product(s) and notify Siemens in writing of any damage to the Product(s) that existed upon delivery. Failure to provide such notice within the time period stated shall constitute a waiver of the right of Buyer to return the Products(s) on account of such

‹ Previous

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 3/27/2024

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

TITLE:

Contract: Microsoft Enterprise Agreement (SHI International Corp.)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorize the Executive Director to execute the purchase order and associated disbursements with SHI International Corp. for a Microsoft Enterprise Agreement (EA) in the amount of $3,605,593, using the State of Utah Cooperative Contract AR2488. Execution of this contract past September 15, 2026 is contingent upon the vendor's renewal of the underlying state contract.

BACKGROUND:
This request is to enter into a second three-year term Microsoft Enterprise Agreement. The original Microsoft Agreement ends on April 30, 2024.

Several years ago, the UTA Executive Team embraced innovative cloud-based technologies and authorized transitioning from on-premises services to services offered by Microsoft Azure and the Microsoft 365 product family. This strategic decision modernized our operations and aligned us with industry-leading productivity software, collaboration tools, and cloud-based services. By leveraging a Microsoft EA agreement, we can continue to access and utilize these transformative tools and services efficiently and cost-effectively.

DISCUSSION:

Because the underlying State Contract expires on 9/15/2026, the contractor is not authorized to proceed beyond that date without an Authorization to Proceed from UTA which shall be provided once the state contract is extended, renewed or replaced.

The Microsoft EA agreement will cover on-premises licensing for:

1. Visual Studio development tools
2. Windows desktop and server operating systems
3. Microsoft SQL Server
4. All Client access licensing

Additionally, the Microsoft EA agreement covers the following cloud services:

1. Azure DevOps
2. Microsoft Azure (subscription agreements only)
3. Office 365 services, including email messaging, Teams, Sharepoint
4. Mobile device management
5. PowerBI premium instances

The agreement is from May 1, 2024, to April 30, 2027. Microsoft EA provides cost savings and enhances operational efficiency, collaboration capabilities, and access to the latest technologies. This agreement will support UTA's technology objectives and recommend its approval.

A new request to enter into a third three-year term of a Microsoft Enterprise Agreement will come to the board in early 2027.

CONTRACT SUMMARY:

Contractor Name:	SHI INTERNATIONAL CORP.
Contract Number:	UTA PO 24-03832, State Contract AR2488
Base Contract Effective Dates:	May 1, 2024 - April 30, 2027
Extended Contract Dates:	NA
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Contract Value:	$3,605,593.00
Procurement Method:	Utah State Contract AR2488
Budget Authority:	Approved 2024 Operating Budget

ALTERNATIVES:

If the request for funds is not approved, the following consequences may occur:

- Interruption of critical services: Transit Management Systems and other hosted applications, including email services, may cease functioning, disrupting operations and service delivery.
- Project delays: Ongoing and future projects reliant on Microsoft Azure services may experience delays, impacting timelines and deliverables.
- Increased costs: The IT Director may need to seek interim funding through emergency allocations or other sources, potentially leading to higher costs and budgetary challenges.
- Operational impact: UTA would need to quickly seek alternative systems and procure and implement them to ensure continuity of operations. This process would require significant resources and could disrupt daily operations.
- Information security and license compliance financial risk: UTA may face financial penalties for non-compliance with licensing agreements without the Microsoft Enterprise Agreement. Additionally, the

absence of Microsoft's robust security features could increase the risk of data breaches and other security incidents, leading to potential financial and reputational damage.

FISCAL IMPACT:

The 2024 approved budget includes $1,143,725 for the Microsoft EA agreement. Projected funding requests for 2025 and 2026 will be $1,200,911 and $1,260,957, respectively. The total 3-year Microsoft EA total is estimated to be $3,605,593. The IT budget requests the allocated funds to cover these expenses, including a small buffer for potential growth each year to satisfy any true-up due at the beginning of each yearly term. All funds will come from the Contract Services operating expense line item in the Department of Information Technology yearly budget 5200.50353.92. These budget allocations align with UTA's 10-year IT strategic plan, which emphasizes investments in technology infrastructure to enhance operational efficiency, collaboration, and innovation.

2024 Budgeted Total: $1,143,725

2025 Budget Request: 1,200,911

2026 Budget Request: 1,260,957

Expected 3-year Microsoft EA spend: $3,605,593

ATTACHMENTS:

1. UTA ORDER 2403832 SHI INTERNATIONAL CORP
2. Utah State Contract #AR2488 <https://statecontracts.utah.gov/Contract/Details/AR2488-IT-Technology%7C73951ce4-4f2e-4559-a823-660b64d8a8df>

SHI INTERNATIONAL CORP. **P. O. BOX 952121** **DALLAS, TX 75395-2121**		**U T A** **Utah Transit Authority**	PURCHASE ORDER NUMBER **OG**	**2403832**
			PO Number Must Appear On All Invoices And Shipments	
			VENDOR NUMBER 1203348	**PO DATE** 2/14/2024
SEND INVOICE TO:	**SHIP TO:**	*An Equal Opportunity Employer*	**ORDER TAKEN BY**	**FOB**
AP@RIDEUTA.COM	**ATTENTION: RECEIVING**		NICOLE F	*
669 W 200 S	**3600 S 700 W**	**801-287-3008**	**BUYER**	**PAGE NUMBER**
SLC, UT 84101	**Salt Lake City UT 84119**	**www.rideuta.com**	Wilson, Rick V	1 of 1

Confirmation: Do not Duplicate
Utah Transit Authority Is Tax Exempt Total PO Value: 3,605,593.00 Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
4	00013268	2/14/24	EA	5200.50353.92	Microsoft EA Year 1 Tom Smith	.0000	1,143,725.00
5	00013268	2/14/24	EA	5200.50353.92	Microsoft EA Year 2 Tom Smith	.0000	1,200,911.00
6	00013268	2/14/24	EA	5200.50353.92	Microsoft EA Year 3 Tom Smith	.0000	1,260,957.00

This order is per Utah State Contract AR2488
https://statecontracts.utah.gov/Contract/Details/AR2488-IT-Technology%7C73951ce4-4f2e-4559-a823-660b64d8a8df

Because the underlying State Contract expires on 9/15/2026, the contractor is not authorized to proceed beyond that date without an Authorization to Proceed from UTA which shall be provided once the state contract is extended, renewed or replaced.

This is to be executed as a NOT TO EXCEED (NTE) order, and may not be executed until a NOTICE TO PROCEED has been received in writing by SHI INTERNATIONAL CORP. on or after the date of UTA Board of Trustees approval.

UTAH TRANSIT AUTHORITY

DocuSigned by:
By Michael Bell 3/14/2024
70E33A415BA44F6...
Mike Bell, UTA Legal Counsel

SHI INTERNATIONAL CORP.

By _____

Randy Lee, PubSec District Manager, Microsoft **Date _2024-03-14 (24396835 & 94397788)_**

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

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

Link to Utah State Contract AR2488

Contract Details (utah.gov)

Full Contract

STATE OF UTAH CONTRACT (utah-das-contract-searchsp.s3.amazonaws.com)

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 3/27/2024

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

TITLE:

Contract: Microsoft Azure Cloud Services (SHI International Corp.)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorize the Executive Director to execute the purchase order and associated disbursements with SHI International Corp. under a State of Utah cooperative contract for pay-as-you-go usage of Microsoft Azure services for the calendar years 2024 - 2027 in the amount of $3,179,600. Execution of contract services beyond September 15, 2026 are contingent upon renewal of the vendor's underlying state contract.

BACKGROUND:
This request aims to ensure the continuation of our critical services hosted in Microsoft Azure.

Several years ago, the UTA Executive Team authorized rebuilding the aging Transit Management System. During this process, the Executive Team embraced innovative cloud-based technologies, which led to the selection of Microsoft Azure as our cloud platform, and entered into an Enterprise Agreement with Microsoft. This choice has allowed us to modernize our operations, increase efficiency, and better serve our community.

Over time, with several more critical systems and data lake services, UTA hosts its rideuta.com website in the Azure environment. This strategic decision has allowed for greater scalability, reliability, and security for our public-facing website, enhancing the overall user experience and ensuring continuous service availability.

DISCUSSION:
Because the underlying State of Utah contract expires on 9/15/2026, the contractor is not authorized to proceed beyond that date without an Authorization to Proceed from UTA which shall be provided once the

state contract is extended, renewed or replaced.

UTA utilizes Microsoft Azure, a pay-as-you-go service with a monthly billing cycle. UTA pays for only services used each month. The Azure environment supports internal operations and plays a crucial role as we host several critical systems, from the CAD/AVL system to our data lake services, providing data reporting capabilities and EFCX (Electronic Fare Collection System) services.

This request funds the month-to-month spending from April 2024 through December 2027.

A new request to fund further Azure usage for 2028 - 2031 will come to the board in early 2027 with the renewal of the third Microsoft Enterprise Agreement.

CONTRACT SUMMARY:

Contractor Name:	SHI INTERNATIONAL CORP.
Contract Number:	UTA PO 24-03833, State Contract AR2488
Base Contract Effective Dates:	April 1, 2024 - December 31, 2027
Extended Contract Dates:	NA
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Contract Value:	$3,179,600.00
Procurement Method:	Utah State Contract AR2488
Budget Authority:	Approved FY2024 Operating Budget

ALTERNATIVES:
If the request for funds is not approved, the following consequences may occur:

- Transit Management Systems and other critical hosted applications will cease to function.
- Ongoing and future projects may experience delays.

The IT Director will seek interim funding through an emergency allocation or other funding source. This interim measure would ensure the continuity of our operations on a month-to-month basis. At the same time, UTA must seek alternative systems, procure, and implement them, and minimize any significant impact on UTA's daily operations.

FISCAL IMPACT:
The expected total 4-year Azure spend is $3,179,600. All funds will come from the Contract Services operating expense line item in the Department of Information Technology yearly budget 5200.50353.92. These budget

allocations align with UTA's 10-year IT strategic plan, prioritizing investments in innovative cloud-based technologies to modernize operations and improve service delivery.

2024 Budgeted Total: $760,000 included in approved budget

2025 Funding Request: $782,800.

2026 Funding Request: $806,300.

2027 Funding Request: $830,500.

Expected 4-year Azure spend: $3,179,600

ATTACHMENTS:

1. UTA ORDER 2403833 SHI INTERNATIONAL CORP
2. Utah State Contract #AR2488 <https://statecontracts.utah.gov/Contract/Details/AR2488-IT-Technology%7C73951ce4-4f2e-4559-a823-660b64d8a8df>

SHI INTERNATIONAL CORP. **P. O. BOX 952121** **DALLAS, TX 75395-2121**		**U T A** **Utah Transit Authority**	PURCHASE ORDER NUMBER **OG**	**2403833**
			PO Number Must Appear On All Invoices And Shipments	
			VENDOR NUMBER 1203348	**PO DATE** 2/14/2024
SEND INVOICE TO:	**SHIP TO:**	*An Equal Opportunity Employer*	**ORDER TAKEN BY**	**FOB**
AP@RIDEUTA.COM	**ATTENTION: RECEIVING**		NICOLE F	*
669 W 200 S	**3600 S 700 W**	**801-287-3008**	**BUYER**	**PAGE NUMBER**
SLC, UT 84101	**Salt Lake City UT 84119**	**www.rideuta.com**	Wilson, Rick V	1 of 1

Confirmation: Do not Duplicate
Utah Transit Authority Is Tax Exempt Total PO Value: 3,179,600.00 Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
5	00013271	2/14/24	EA	5200.50353.92	Azure Hosting 2024 Tom Smith	.0000	760,000.00
6	00013271	2/14/24	EA	5200.50353.92	Azure Hosting 2025 Tom Smith	.0000	782,800.00
7	00013271	2/14/24	EA	5200.50353.92	Azure Hosting 2026 Tom Smith	.0000	806,300.00
8	00013271	2/14/24	EA	5200.50353.92	Azure Hosting 2027 Tom Smith	.0000	830,500.00

This order is per Utah State Contract AR2488
https://statecontracts.utah.gov/Contract/Details/AR2488-IT-Technology%7C73951ce4-4f2e-4559-a823-660b64d8a8df

Because the underlying State Contract expires on 9/15/2026, the contractor is not authorized to proceed beyond that date without an Authorization to Proceed from UTA which shall be provided once the state contract is extended, renewed or replaced.

This is to be executed as a NOT TO EXCEED (NTE) order, and may not be executed until a NOTICE TO PROCEED has been received in writing by SHI INTERNATIONAL CORP. on or after the date of UTA Board of Trustees approval.

UTAH TRANSIT AUTHORITY

By DocuSigned by: Michael Bell 70E33A415BA44F6... 3/14/2024

Mike Bell, UTA Legal Counsel

SHI INTERNATIONAL CORP.

By Randy Lee

Randy Lee, PubSec District Manager, Microsoft **Date** 2024-03-14

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

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

Link to Utah State Contract AR2488

Contract Details (utah.gov)

Full Contract

STATE OF UTAH CONTRACT (utah-das-contract-searchsp.s3.amazonaws.com)

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 3/27/2024

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Dave Hancock, Chief Capital Services Officer
PRESENTER(S):	Daniel Hofer, Director, Capital Programming and Support Trice Batty, Manager, NRV Performance & Maintenance

TITLE:

Contract: Motor Pool Key Management System (Government Marketing & Procurement, LLC)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorize Executive Director to execute the Purchase Order t and associated disbursements with Government Marketing & Procurement, LLC. under a federal GSA contract to procure a key management hardware and software system in an amount not-to-exceed $205,288.00.

BACKGROUND:
An internal audit of the support fleet was conducted in early 2022 that found the current key management system lacking, necessitating implementation of a new key management system.

DISCUSSION:
The procured system is the “Agile Fleet Commander” which will provide:

- Secure key control to offer 24x7 access to vehicles
- Convenient online reservation system
- Grab & Go function to check out a vehicle without a reservation
- Provide tools to help identify damaged vehicles, and track and report late pick-ups and returns
- Odometer data automatically received and recorded from Geotab devices upon

vehicle check-in

- Data rich reports to better understand utilization and optimize the composition of the vehicles in the motor pool fleet.

Because the current GSA contract expires on 9/6/2027, the UTA P.O. authorizes performance only through 9/6/2027 and requires a Notice-To-Proceed (NTP) to continue performance beyond that date. The NTP will be provided by UTA once the GSA contract is extended or renewed.

This initial budget for 2024 is coming from the REV240 Motor Pool Key Management System project. The budget from 2025, through the end of the contract, will be coming from the department's operating budget. UTA will develop the 2025 budget request to fund the ongoing operating costs.

CONTRACT SUMMARY:

Contractor Name:	Government Marketing & Procurement, LLC
Contract Number:	UTA PO 24-03836, GSA Contract GS-07F-187GA
Base Contract Effective Dates:	March 8, 2024 - March 7, 2029
Extended Contract Dates:	NA
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Contract Value:	$205,288.00
Procurement Method:	GSA Contract GS-07F-187GA
Budget Authority:	Approved 2024 Capital Budget

ALTERNATIVES:

UTA would not be able to effectively manage or secure an expanded motor pool. UTA would not meet audit requirements.

FISCAL IMPACT:

Funding of $95,518.68 for this contract is included in the 2024 Approved Capital Budget. Ongoing operating cost for 2025-2029 will average approximately $27,442.43 each year for the subscription fees. Budget requests will be submitted for 2025-2029 operating budgets. Budgets impacted will be Capital & Project Controls group (6820) for 2024 capital and the Information Technology group (5200) for 2025-2029 operating.

ATTACHMENTS:

1. UTA Order 2403836 Government Marketing & Procurement, LLC
2. GSA Contract GS-07F-187GA <https://www.gsaadvantage.gov/ref_text/GS07F187GA/0XWGB6.3TMT5X_GS07F187GA_GS-07F-

Government Marketing & Procurement, LLC **13350 Ranch Rd 12** **Wimberley TX 78676**		**Utah Transit Authority**	PURCHASE ORDER NUMBER **OG**	**2403836**
			PO Number Must Appear On All Invoices And Shipments	
			VENDOR NUMBER 1517724	**PO DATE** 3/1/2024
SEND INVOICE TO:	**SHIP TO:**	*An Equal Opportunity Employer*	**ORDER TAKEN BY**	**FOB**
AP@RIDEUTA.COM	**ATTENTION: RECEIVING**		JORDAN G	*
669 W 200 S	**3600 S 700 W**	**801-287-3008**	**BUYER**	**PAGE NUMBER**
SLC, UT 84101	**Salt Lake City UT 84119**	**www.rideuta.com**	Wilson, Rick V	1 of 1

Confirmation: Do not Duplicate
Utah Transit Authority Is Tax Exempt Total PO Value: 205,288.40 Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00013226	3/1/24	EA	40-6240.65000.5009	Fleet Commander SaaS Key Contr FLHQ	.0000	95,518.68
5	00013226	3/1/25	EA	5200.50353.92	2025 - Annual Fees Software/HW Patrice Batty	.0000	26,238.20
7	00013226	3/1/26	EA	5200.50353.92	2026 - Annual Fees Software/HW Patrice Batty	.0000	27,025.14
9	00013226	3/1/27	EA	5200.50353.92	2027 - Annual Fees Software/HW Patrice Batty	.0000	27,835.79
11	00013226	3/1/28	EA	5200.50353.92	2028 - Annual Fees Software/HW Patrice Batty	.0000	28,670.59

This order is per GSA Contract GS-07F-187GA
https://www.gsaelibrary.gsa.gov/ElibMain/contractClauses.do?scheduleNumber=MAS&contractNumber=GS-07F-187GA&contractorName=GOVERNMENT+MARKETING+AND+PROCUREMENT%2C+LLC&duns=E3W3M92ASRQ5&source=ci&view=clauses

Because the underlying GSA Contract Current Option Period End Date is 9/6/2027, GMP is not authorized to proceed beyond that date without an Authorization to Proceed from UTA which shall be provided once the GSA contract is extended.

This is to be executed as a NOT TO EXCEED (NTE) order, and may not be executed until a NOTICE TO PROCEED has been received in writing by GMP, on or after the date of UTA Board of Trustee approval.

UTAH TRANSIT AUTHORITY

By DocuSigned by: Michael Bell 3/14/2024
70E33A415BA44F6...

Mike Bell, UTA Legal Counsel

GOVERNMENT MARKETING & PROCUREMENT, LLC

By Jordan Grazdan

Jordan Grazdan, Account Executive Date 3-13-2024

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

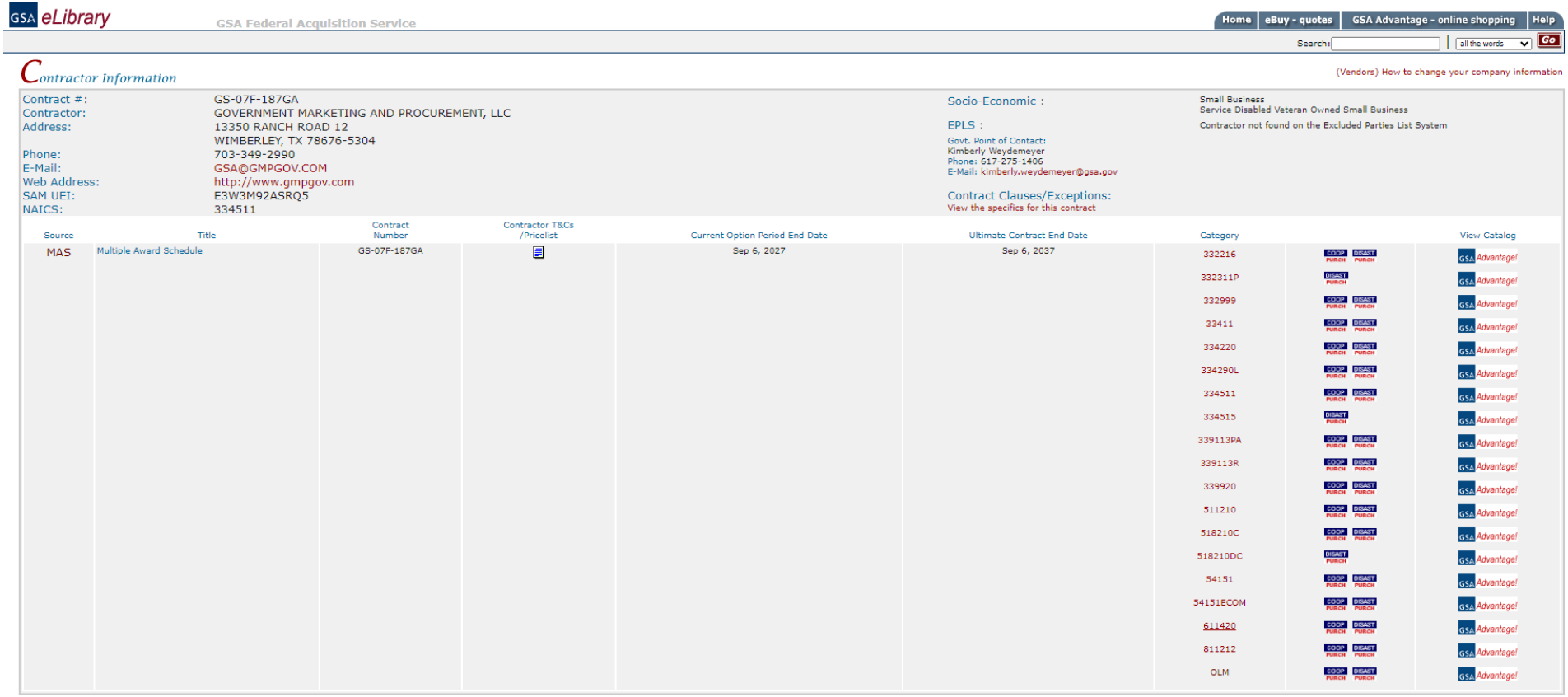
If this Purchase order is purchased using a State Contract, then terms and conditions are pursuant to that State Contract.

Link to Contract Documents

[Mission Oriented Business Integrated Services (MOBIS) (gsaadvantage.gov)]

[Contracts Online View Clauses (gsa.gov)]

COOP PURCH Symbol indicates that this Contract can be used by all State and Local governments.



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Search: all the words Go

(Vendors) How to change your company information

Contractor Information

Contract #: GS-07F-187GA
Contractor: GOVERNMENT MARKETING AND PROCUREMENT, LLC
Address: 13350 RANCH ROAD 12
WIMBERLEY, TX 78676-5304
Phone: 703-349-2990
E-Mail: GSA@GMPGOV.COM
Web Address: http://www.gmpgov.com
SAM UEI: E3W3M92ASRQ5
NAICS: 334511

Socio-Economic : Small Business
Service Disabled Veteran Owned Small Business

EPLS : Contractor not found on the Excluded Parties List System

Govt. Point of Contact:
Kimberly Weydemeyer
Phone: 617-275-1406
E-Mail: kimberly.weydemeyer@gsa.gov

Contract Clauses/Exceptions:
View the specifics for this contract

Source	Title	Contract Number	Contractor T&Cs /Pricelist	Current Option Period End Date	Ultimate Contract End Date	Category		View Catalog
MAS	Multiple Award Schedule	GS-07F-187GA		Sep 6, 2027	Sep 6, 2037	332216	COOP PURCH DISAST PURCH	GSA Advantage!
						332311P	DISAST PURCH	GSA Advantage!
						332999	COOP PURCH DISAST PURCH	GSA Advantage!
						33411	COOP PURCH DISAST PURCH	GSA Advantage!
						334220	COOP PURCH DISAST PURCH	GSA Advantage!
						334290L	COOP PURCH DISAST PURCH	GSA Advantage!
						334511	COOP PURCH DISAST PURCH	GSA Advantage!
						334515	DISAST PURCH	GSA Advantage!
						339113PA	COOP PURCH DISAST PURCH	GSA Advantage!
						339113R	COOP PURCH DISAST PURCH	GSA Advantage!
						339920	COOP PURCH DISAST PURCH	GSA Advantage!
						511210	COOP PURCH DISAST PURCH	GSA Advantage!
						518210C	COOP PURCH DISAST PURCH	GSA Advantage!
						518210DC	DISAST PURCH	GSA Advantage!
						54151	COOP PURCH DISAST PURCH	GSA Advantage!
						54151ECOM	COOP PURCH DISAST PURCH	GSA Advantage!
						611420	COOP PURCH DISAST PURCH	GSA Advantage!
						811212	COOP PURCH DISAST PURCH	GSA Advantage!
						OLM	COOP PURCH DISAST PURCH	GSA Advantage!

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 3/27/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Kim Shanklin, Chief People Officer
PRESENTER(S): Joy Kapos, Director of HR Business Partners

TITLE:

Contract: Leadership Development Support Services (Shari Burgess)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorize the Executive Director to execute a 6-month independent contract and associated disbursements with Shari Burgess to provide ongoing Leadership Development Training for UTA in the not to exceed amount of $24,999.

BACKGROUND:
This contract purchases training and development services to continue UTA's Leadership Pathways classes that are currently in process. This contract allows Shari to train UTA employees virtually and to help with knowledge share and onboarding of UTA's new Leadership Development Trainer and her replacement position.

DISCUSSION:
Both trainers for the leadership development courses have left UTA in a span of 30 days with no one who can step in and keep the leadership development program moving forward. Shari Burgess is able to work as an independent contractor for UTA to keep the program going and train her replacement. Without her help, the program would be paused and her replacement would not receive the proper training and transition of that role. The replacement for Shari will be in place and fully trained at the expiration of this contract.

CONTRACT SUMMARY:

Contractor Name:	Shari Burgess
Contract Number:	24-03838CG
Base Contract Effective Dates:	April 1, 2024 through October 1, 2024
Extended Contract Dates:	N/A
Existing Contract Value:	$0.00
Amendment Amount:	$0.00
New/Total Contract Value:	$24,999.00
Procurement Method:	Sole Source
Budget Authority:	Approved 2024 Operations Budget

ALTERNATIVES:

Discontinue current courses for Leadership Pathways program. This is the only option available to accomplish the task necessary in an appropriate manner.

FISCAL IMPACT:

These funds are included in the 2024 operational budget, Cost Center 6400-50339.

ATTACHMENTS:

Contract

DocuSign Envelope ID: 042D5C10-526E-4165-8098-6EC56952B9DE

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is entered into this _____ day of _____, 2024 by and between ***(Utah Transit Authority)***, (hereafter "UTA"), and ***Shari Burgess*** an independent contractor (hereinafter referred to as the "Contractor.")

RECITALS

WHEREAS, UTA is in need of Leadership Dev Support services in connection with its Leadership Pathways Development Classes; and

WHEREAS, Contractor is experienced and qualified and in a position to provide such specialized services to UTA; and

WHEREAS, agreement has been reached for Contractor to be retained by UTA as an independent contractor under the terms and conditions herein contained;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree as follows:

AGREEMENT

1. Services to be Performed by the Contractor. UTA hereby retains Contractor to furnish the Leadership Dev Support services and Contractor will, to the best of its ability and in a professional manner, perform the Leadership Dev Support Services ("Services") subject to the terms and conditions herein and Contractor's work scope attached hereto as Exhibit A.

2. Term of Agreement. Subject to the provisions for termination as provided in this Agreement, the term shall be effective from the execution date of this Agreement through a 6-month period.

3. Compensation and Fees. As consideration for the Leadership Dev Support Services, Contractor shall be compensated in the following manner:

   A. UTA agrees to pay Contractor for Services rendered for the hourly rate of $55.00 per hour for the satisfactory performance of the detailed work as described in Exhibit A.

   B. UTA shall not be liable to Contractor for any expenses paid or incurred by Contractor unless listed herein or otherwise agreed to in advance, in writing, by the parties hereto. UTA reserves the right to review and approve all cost items.

   C. Any change in Contractor's fee schedule shall be submitted to UTA, in advance in writing, for UTA's review and if approved shall be included as an amendment to this Agreement signed by both parties.

   D. Contractor shall submit to UTA's Contract Manager for approval, a detailed invoice of the services performed, including the name of UTA's representative who requested the services and the appropriate job charge, the dates and total number of days or hours worked, and the costs related thereto, including any other expenses as agreed to in advance in writing by the parties hereto.

DocuSign Envelope ID: 042D5C10-526E-4165-8098-6EC56952B9DE

Within thirty (30) days after receipt of Contractor's invoice UTA shall approve and pay the same or notify Contractor that it disapproves, in whole or in part, Contractor's invoice and the reasons for such disapproval.

4. Equipment, Tools, Materials, or Supplies. All equipment, tools, materials, and supplies required to perform the services listed herein shall be provided by Contractor.

5. Termination of Agreement. This Agreement, and the rights and obligations provided hereunder, may be terminated only as provided in this paragraph.

A. This Agreement may be terminated by UTA, with or without cause, upon UTA's providing thirty (30) days prior written notice to the Contractor. The parties shall deal with each other in good faith during the thirty day period after any notice of intent to terminate without cause has been given. After termination pursuant to this Paragraph, an appropriate adjustment shall be made to the payment provided under Paragraph 3 to account for the percentage of work not performed as of the date of termination.

B. This Agreement may be terminated by UTA in the event that UTA gives notice to the Contractor of the Contractor's default of a material term or condition of this Agreement, including the incorporated "Exhibit A" and the Contractor fails to cure such default within ten (10) days after receiving written notice of such default from UTA.

C. This Agreement may be terminated by the Contractor only in the event that the Contractor gives notice to UTA of UTA's default of a material term or condition of this Agreement, including the incorporated "Exhibit A" and UTA fails to cure such default within ten (10) days after receiving written notice of such default from the Contractor.

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

7. Indemnification. The Contractor and UTA each hereby agree to protect, defend, release, indemnify and hold the other party harmless from and with respect to any losses, claims, demands, expenses, attorney's fees, costs or judgments which said later party may sustain, directly or indirectly, as the result of: (i) the former party's actions or omissions with respect to the performance of any service required under this Agreement; (ii) the former party's violation or alleged violation of any applicable state, federal or local laws, regulations, ordinances or orders; or (iii) the former party's breach of any provision contained in this Agreement.

8. Changes or Modifications. This Agreement sets forth the entire understanding between the parties. Oral changes or modifications are not permitted. Any contract changes or modifications shall be made by negotiations between Contractor and UTA. Upon mutual agreement of the applicable terms and conditions, scope, schedule, and price, a detailed modification shall be executed in writing by both parties and the changed scope commenced by Contractor.

9. Rights of Data. Contractor agrees that all files, notes, documents, data, specifications,

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correspondence, memoranda, drawings, test reports, and other material prepared by or furnished to Contractor in connection with Contractor's work hereunder shall be and remain the property of UTA and shall, if requested by UTA, be surrendered by Contractor to UTA at the time of the termination of this Agreement.

10. The Contractor's Compliance with Applicable Laws and Regulations. In the performance of the Services called for under this Agreement, the Contractor hereby agrees, covenants and warrants to strictly comply with all applicable federal, state and local laws, regarding business permits, certificates and licenses that may be required to carry out the work to be performed under this Agreement.

11. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of Utah, without regard to its law on the conflict of laws. Any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in Salt Lake County, State of Utah. The parties exclude any and all statutes, laws and treaties which would allow or require any dispute to be decided in another forum or by other rules of decision than provided in this Agreement.

12. Severability. In the event any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

13. Waiver. No term of this Agreement shall be considered waived, and no breach excused by either party unless such waiver is made in writing. No consent, waiver or excuse by either party, express or implied, shall constitute a subsequent consent, waiver or excuse.

14. No Authority to Bind Client. The Contractor has no authority to enter into contracts or agreements on behalf of UTA. This Agreement does not create a partnership between the parties. This Agreement shall not be assigned without the express written approval by UTA.

15. How Notices Given. Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

COMPANY: Utah Transit Authority
ATTN: Contract Administrator
669 West 200 South
Salt Lake City, UT 84101
Phone: (801) 287-2321

CONTRACTOR:
Shari Burgess

16. Contract Manager. UTA's Contract Manager for this Agreement shall be Joy Kapos, or designee. All correspondence regarding the technical aspects of this Agreement should be addressed to Joy Kapos, or designee.

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17. Contract Administrator. UTA's Contract Administrator for this Agreement is Troy Hamilton, or designee. All questions and correspondence relating to the contractual aspects of this Agreement should be directed to Troy Hamilton, or designee.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed thereunto duly authorized.

Shari Burgess

DocuSigned by:
Shari Burgess
9BD1A6D240544D4...
Authorized Signature

Shari Burgess
Printed Name

Contractor
Title

Utah Transit Authority

Authorized Signature

Authorized Signature

Approved As to Form:

DocuSigned by:
Mike Bell
70E33A415BA44F6...
Legal Counsel

3/6/2024

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EXHIBIT "A" SCOPE OF SERVICES

Virtual Training Services:

- The Contractor shall provide virtual training sessions aimed at facilitating knowledge sharing and onboarding for the brand new Leadership Development Trainer.

Onboarding Support:

- The Contractor shall assist in the onboarding process of the Leadership Development Trainer by providing guidance on internal processes, policies, and protocols.

Course/Contractor Service Break:

- Contractor will follow the below table for course schedule and total NTE hours.

Training	Pace	Duration
Tier 1 (LWYS)	Bi-weekly (April-May)	(1) 6, 3-hour classes classes = 18 hours
Tier 2 (LPSC)	Bi-weekly (April-July)	(1) 9, 3-1/2 hr classes = 31.5 hours
Everyday EQ	Bi-weekly (April, May & July)	(2) 5, 2 1/2 classes + 2, 2.5 hour classes = 30 hours
EQ for Managers	Bi-weekly (April, May & July)	(2) 5, 2 1/2 classes + 2, 2.5 hour classes = 30 hours
EQ Intact Team Training (TRAX)	Bi-weekly (April-May)	(1) 5, 2 1/2 classes = 12.5 hours
Leadership Acumen	Quarterly (April & August)	(2) 3, 8-hour classes = 48 hours
Frontline Employee to Frontline Supervisor	Quarterly (April & July)	(4) 6 ,90-minutes classes = 36 hours
Leaders in Transit Podcast	Monthly (April-September)	(6) 7 hours per episode = 42 hours
Onboard/Train LDTS	Ongoing	TBD
Course Development & Preparation	Ongoing	4 hours per week = 96 hours
Grading Homework/Student Feedback	Ongoing	3 hours per week/14 weeks = 42 hours
Miscellaneous Projects and Related Meetings/Task	As needed	TBD
	Total Contract Hours	Not to exceed 454.5 hours

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EXHIBIT "B"
Pricing

Contractor will utilize the below hourly rates with a total contract not-to-exceed $24,999.00.

NextGen Leadership Development/Utah Transit Authority Contract Proposal 4/01/24 - 9/30/24		
Full Contract Information		
Not to Exceed = $24,999.00		
Contract Max Duration = 6 months	Hourly contract rate: $55.00	
Total Contract Hours = 454.50	Half day contract rate: $220.00	
Total Avg. Monthly Hours = 75.75	Full day contract rate: $440.00	
Total Avg. Weekly Hours = 19		

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 3/27/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Tracy Young, Grants Director

TITLE:

Contract: Electronic Voucher System Development, Testing and Demonstration Phase 2 (Kinetech Cloud, LLC)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorize the Executive Director to execute the contract and associated disbursements with Kinetech Cloud LLC. for development, testing and demonstration of the eVoucher application, phase 2 base services, in the not-to-exceed amount of $715,900.00

BACKGROUND:
Electronic Voucher (eVoucher) phase 2 will expand on the current software (built in phase 1) to further support human service organizations, seniors, people with disabilities, veterans, and low-income populations through electronic vouchers and payments for transportation services through transportation network companies, such as Uber or Lyft, and UTA. Phase 2 will also build on the existing agency web application and mobile driver app to include a client facing web portal, mobile app, and other functionality. Phase 1 was funded through a Federal Transit Administration (FTA) grant. Phase 2 is being funded through an FTA COVID-19 Research grant. The eVoucher concept is built on replacing the current paper voucher system.

DISCUSSION:
After extensive research, UTA was unable to identify any current software solutions in the market for voucher programs. This research included a Request for Information (RFI) that yielded no viable solutions. Though there are some software platforms which solve particular issues, there was no single solution addressing the necessary steps to process vouchers from start to finish. This need motivated UTA to develop the innovative mobility solution of eVoucher. Phase 2 will provide greater functionality and improved customer experience, and provide local human service providers and mobility managers more options for their clients when

determining the best trip solution. Any optional services or extensions of this contract would be presented for future board approval as needed through the change order process.

CONTRACT SUMMARY:

Contractor Name:	Kinetech Cloud, LLC
Contract Number:	23-03717
Base Contract Effective Dates:	April 17, 2024 thru September 30, 2025
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	Not-to-Exceed $715,900.00
Procurement Method:	RFP
Budget Authority:	Approved 2024 Capital Budget

ALTERNATIVES:

Without eVoucher, continued paper voucher systems would be required.

FISCAL IMPACT:

The project is funded with $462,000 of Federal Transit Administration (FTA) funding that requires no match. The 10% project evaluation services as required by the grant will be conducted under a different contract. UTA is providing in-kind staff time (cost included in the 2024 Approved Operating Budget) to manage the project. Additional project enhancements are being provided through UTA local funding in the amount of $253,900. All funds for this contract are included in the Approved 2024 capital budget under project code ICI213. The current approved budget funds the contract request through the build and pilot period. Future funds will be needed to host and support if the pilot proves successful. These funds will be requested through the FY25 budgeting process.

ATTACHMENTS:

1. Contract 23-03717 eVoucher Software Application 2-16-2024 partial signed
2. Exhibit C Signed_Federal_Forms_Certifications_updated_6-12-23_mlb.docx
3. FTA-REQUIRED-CLAUSES UPDATED 10.20.23
4. Part 5 Kinetech_declaration signed

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UTA CONTRACT NO. 23-03717

eVOUCHER SOFTWARE APPLICATION

THIS IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT ("Contract") is entered into and made effective as of the date of last signature below. ("Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and KINETECH CLOUD, LLC (the "Contractor").

RECITALS

WHEREAS, on October 31, 2023, UTA received competitive proposals to provide an eVoucher Program and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation (the "Software and Services") according to the terms, conditions and specifications prepared by UTA in 23-03717RW v2 (the "RFP"); and

OR,

WHEREAS, UTA desires to award a contract for eVoucher Program to Contractor based on an approved sole source justification; and

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

WHEREAS, the "2023-10-31-Kinetech_Final_-_Response_UTA_eVoucher" proposal submitted by the Contractor on or about October 31, 2023 in response to the RFP (Contractor's Proposal) was deemed to be the most advantageous to UTA; and

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

AGREEMENT

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

1. **SOFTWARE AND ASSOCIATED SERVICES TO BE PROVIDED BY CONTRACTOR**

Contractor hereby agrees to furnish and deliver the Software and Associated Services in accordance with the Contract as described in Exhibit A (Product Description and Statement of Associated Services) (including performing any installation, testing commissioning and other Services described in the Contract).

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2. **TERM**

This Contract shall commence as of the Effective Date. The Contract shall remain in full force and effect until all Software have been delivered and all Services have been performed in accordance with the Contract (as reasonably determined by UTA). Contractor shall deliver all Software and perform all Services no later than September 30, 2025. This guaranteed completion date may be extended if Contractor and UTA mutually agree to an extension evidenced by a written Change Order. This contract may be extended into the optional Production Period as detailed in Exhibit B if Contractor and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Contractor under the Contract shall at all times be subject to and conditioned upon the provisions of the Contract.

3. **COMPENSATION AND FEES**

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

4. **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 Software and Associated 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 Software and 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 attached or herein repeated. The Contract (including the documents listed above) constitute the complete contract between the parties.

c. If this procurement is funded by federal dollars, the mandatory FTA terms and conditions contained at Exhibit C will also apply.

5. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

- UTA Contract including all attachments and terms and conditions
- UTA Solicitation Terms
- Contractor’s Bid or Proposal including proposed terms or conditions

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

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6. **LAWS AND REGULATIONS**

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

7. **INVOICING PROCEDURES**

a. Contractor shall submit invoices to UTA's Project Manager for processing and payment in accordance with Exhibit B. If Exhibit B does not specify invoice instructions, then Contractor shall invoice UTA after delivery of all Software and satisfactory performance of all Services. Invoices shall be provided in the form specified by UTA. Reasonable supporting documentation including cost and pricing data demonstrating Contractor's entitlement to the requested payment must be submitted with each invoice.

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

   i. Contractor Name
   ii. Unique Invoice Number
   iii. PO Number
   iv. Invoice Date
   v. Detailed Description of Charges

c. Total Dollar Amount Due UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal.

d. 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.

e. 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.

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8. **WARRANTY OF SOFTWARE AND SERVICES**

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

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

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

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

e. The foregoing warranties are not intended as a limitation but are in addition to all other express warranties set forth in the Contract and such other warranties as are implied by law, custom, and usage of trade. Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to the Contract unless otherwise specified and mutually agreed upon elsewhere in the Contract. In general, Contractor warrants that: (1) the Good will do what the salesperson said it would do, (2) the Good will live up to all specific claims that the manufacturer makes in their advertisements, (3) the Software will be suitable for the ordinary purposes for which such items are used, (4) the Software will be suitable for any special purposes that UTA has relied on Contractor's skill or judgment to consider when it advised UTA about the Good, (5) the Software have been properly designed and manufactured, and (6) the Software are free of significant defects or unusual problems about which UTA has not been warned. Nothing in this warranty will be construed to limit any rights or remedies UTA may otherwise have under the Contract.

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

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, software, 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

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acceptance of the Software and Services. UTA shall have full rights and privileges to use and reproduce said items.

To the extent that any deliverables include or incorporate preexisting intellectual property of Contractor, Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's contractors, agent, officers, directors, employees, joint owners, affiliates and contractors.

10. **GENERAL INDEMNIFICATION**

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

11. **INSURANCE REQUIREMENTS**

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

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

1. Commercial General Liability – Occurrence Form

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

- General Aggregate $4,000,000

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

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

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident $100,000

Disease – Each Employee $100,000

Disease – Policy Limit $500,000

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

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

4. Professional Liability (Errors and Omissions Liability)

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

Each Claim $1,000,000

Annual Aggregate $2,000,000

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

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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.

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

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

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

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

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

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

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endorsements are not acceptable from sub-contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-contractor policies.

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

12. **OTHER INDEMNITIES**

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

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

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

13. **INDEPENDENT CONTRACTOR**

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

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responsible for payment of all payrolls, income and other taxes generally applicable to independent contractors.

14. **STANDARD OF CARE.**

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

15. **USE OF SUBCONTRACTORS**

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

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

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

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

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

16. **CONTRACTOR SAFETY COMPLIANCE**

UTA is an ISO 14001 for Environmental Management Systems, ISO 9001 Quality and Performance Management, and OSHAS 18001 safety systems Management Company. Contractor, including its employees, subcontractors, authorized agents, and representatives, shall comply with all UTA and industry safety standards, NATE, OSHA, EPA and all other State and Federal regulations, rules and guidelines pertaining to safety, environmental Management and will be solely responsible for any fines, citations or penalties it may receive or cause UTA to receive pursuant to this Contract. Each employee, contractor and subcontractor must be trained in UTA EMS and Safety Management principles. Contractor acknowledges that its Software and Services might affect UTA's Environmental Management Systems obligations. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Software and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA

17. **ASSIGNMENT OF CONTRACT**

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

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18. **ENVIRONMENTAL RESPONSIBILITY**

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

20. SUSPENSION OF WORK

a. UTA may, at any time, by written order to 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.

21. **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 Software delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.

b. **FOR DEFAULT:** If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor seven (7) days written notice to cure such default:

1. Terminate the Contract (in whole or in part) for default and obtain the Software and Services using other contractors or UTA's own forces, in which event Contractor shall be liable for all incremental costs so incurred by UTA;

2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or

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3. Except to the extent limited by the Contract, pursue other remedies available at law.

c. **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 Software and Services furnished by Contractor prior to termination.

22. **CHANGES**

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

A. In the Scope of Services;

B. In the method or manner of performance of the Work; or

C. 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.

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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 20 of this Contract.

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

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

24. **FINDINGS CONFIDENTIAL**

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

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

mitigation of the breach for review and approval by UTA.

a. It is hereby agreed that the following information is not considered to be confidential:
   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.

25. **PUBLIC INFORMATION.**

Contractor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Contractor's response to the solicitation for the Contract will also be a public document subject to GRAMA, except for

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legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.

26. **PROJECT MANAGER**

UTA's Project Manager for the Contract is CLINT WILKINSON, or designee. All questions and correspondence relating to the technical aspects of the Contract should be directed to UTA's Project Manager at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-5336.

27. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is RICK WILSON, or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Grants & Contracts Administrator at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-3016.

28. **CONFLICT OF INTEREST**

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

29. **NOTICES OR DEMANDS**

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

If to UTA:	If to Contractor:
Utah Transit Authority	Kinetech Cloud, LLC
ATTN: Rick Wilson	ATTN: Michael Guido
669 West 200 South	8526 Vidor Ave.
Salt Lake City, UT 84101	San Antonio, TX 78209
rwilson@rideuta.com	michael.guido@kinetechcloud.com

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

30. **CLAIMS/DISPUTE RESOLUTION**

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

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

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

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 CLINT WILKINSON	Five calendar days
Contractor's Project Manager JON LAMB	
UTA's 2nd Level TRACY YOUNG	Five calendar days
Contractor's 2nd Level [To be determined at a later date]	
UTA's 3rd Level VIOLA MILLER	Five calendar days
Contractor's 3rd Level [To be determined at a later date]	

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.

31. **GOVERNING LAW**

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

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32. **COSTS AND ATTORNEY FEES**.

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

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

Contractor agrees that will be not engage in any type of boycott against the State of Israel for the duration of this contract.

34. **SEVERABILITY**

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

35. **AMENDMENTS**

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

36. **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.

37. **NO THIRD-PARTY BENEFICIARIES**

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

38. **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.

39. **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.

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40. **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.

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

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

42. **SALES TAX EXEMPT**

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

43. **SURVIVAL**

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

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

UTAH TRANSIT AUTHORITY:

_____

Jay Fox

Executive Director

Date

_____

Viola Miller

Grants Director

Date

_____

Tracy Young

Grants Director

Date

DocuSigned by:
Mike Bell
70E33A415BA44F6...

Mike Bell

UTA Legal Counsel

Date 2/20/2024

KINETECH CLOUD, LLC

DocuSigned by:
Michael Guido
DEA939D80A384A4...

Michael Guido

CEO Kinetech Cloud

Date 2/20/2024

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EXHIBIT A

SOFTWARE DESCRIPTION AND STATEMENT OF SERVICES

Exhibit A to UTA Contract 23-03717RW

Project Specific Information and Scope of Work

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1. Background

The Electronic Voucher (eVoucher) software project is an identified solution to replace administratively burdensome traditional paper voucher programs. Paper voucher programs are open to fraud and abuse due to the inability to prove service has been provided. There is no accountability/proof that the client received a ride and/or the driver provided the client a ride. Currently the payment process is done using paper vouchers that are sent through the mail. This process is lengthy, cost ineffective and cumbersome. The voucher must pass through multiple different departments before a check is sent to the recipient/client.

How a paper voucher program works is a client would go to an organization, for example, a county aging service or local non-profit organization that specializes in helping those who need transportation. Often these organizations either don't do their own transportation or they have limited resources. The organization would then qualify the client and give them vouchers and a set amount of money. This money would then be used to pay a neighbor, friend, or family member to drive the client where they needed to go, i.e. the store, doctors' appointments, church, etc. The driver would then complete the voucher form with their information, the origin and destination addresses, and total mileage. They would then submit the voucher to the organization that qualified the client for a reimbursement. The reimbursement amount would be set by the organization, but typically is either a flat rate or based on mileage. The driver would then have to wait for the organization to process the voucher, print out a paper check, and send the check through the mail. This total process typically takes weeks to complete.

The eVoucher software will be built to streamline the above process by putting all the record keeping into one software. We want to leverage existing cell phone technology to verify the origin and destination addresses as the driver completes the trip for the client. This will be done by GPS data and either a one-time text code sent to the client or, when a text is not an option, the client can sign the driver's smartphone using their finger as verification.

2. Purpose

The purpose of this project is to create a fully functional, user-friendly, and comprehensive software solution that meets the needs of UTA and our partners with an eye towards the future.

3. Software Overview

The software will have the following features:

- Be entirely online, built in the Software as a Service (SaaS) model and with multi-tenant architecture.
- An agency application. Note: This application will be used by various types of agencies to run the full scope of their voucher programs.
- A customer application that would allow the customer to review their personal information, previous and upcoming trips, and allows the customer to create a new trip.
- A driver mobile application (iOS and Android). This will allow the driver to review all their information related to the voucher program, such as trips, compensation, and clients served, as well as personal information, vehicle information, and bank account information.

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- As UTA's infrastructure is primarily Microsoft and Azure based, we would prefer a solution that would fit into our current structure. Though we are open to another solution if the vendor has sufficient justification for a different structure.

UTA will work with the chosen vendor to create a user-friendly interface and site design for all three of the applications needed in the eVoucher system.

4. Core Functionality

The chosen vendor will complete the following items as the core of the eVoucher software.

	Section A	**System Overview**
	Name	Description of Functionality
1	*Technical Requirements*	
1.1	*Architecture of the software*	
1.1.1	Web-Based Application	The system is designed as a web-based solution with different application for agencies, drivers, and clients.
1.1.2	Multi-Tenant / SaaS Model	The system will be designed as a multi-tenant system (that is, multiple clients can share the same server resources, even though their respective data is rigorously segregated). The system must also consider other factors that could pose challenges in a SaaS delivery model such as applicable geographic areas and time zones.
1.2	*Design*	
1.2.1	Agency Application	The system includes an agency application by which agency staff can access functionality for setting up and administering voucher programs. While the agency application must be responsive, it must be optimized for presentation on a full-size monitor.
1.2.2	Accessibility	All user interface components must be designed for accessibility for those with visual impairments. Accessibility should not be an issue for driver-facing functionality given that drivers will not generally have visual impairments. *Note that the user interfaces must follow well-established accessibility practices but need not be formally certified for accessibility compliance.*

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1.3	*Communications*	
1.3.1	Email	The system can send a message from one user to another (agency staff, drivers, and clients) via email.
1.3.2	SMS Text	The system can send a message from one user to another (agency staff, drivers, or clients) via text.
1.4	*Client Verification*	
1.4.1	Client Trip Verification	The system supports one or more mechanisms for tracking or verifying that a driver transported a client from the specified origin to the specified destination and thus shall be reimbursed for the trip. A program agency administrator can specify whether such verification is required and, if so, what verification mechanisms should be used. This verification would be done by using built-in mobile GPS technology.
1.4.2	One-Time Text Code	To support automated verification of the client participating in a trip, the system provides functionality in which the driver indicates that they are picking up a client, the system sends a one-time numeric code to the client's cell phone, and the driver then types the code into the driver app. This process is then repeated at drop off.
1.4.3	Client Verification via client signature	If the client is unable to provide a one-time text code for any reason, the system must have the ability for the driver to opt out of entering a one-time text code and allow the client to use their finger to electronically sign confirming the origin and destination.
2	*System Configuration*	
2.1	*Agency Setup*	
2.1.1	Single Agency	A system administrator can configure a deployment of eVoucher to represent a single agency that runs one or more voucher programs. In the process of setting up this

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		agency, the system administrator can also create initial user accounts.
2.1.2	Agency Hierarchy	A system administrator can configure a deployment of eVoucher to encompass a hierarchically organized set of agencies. Each agency within the hierarchy can be an oversight agency, a program agency, or both (i.e., an agency that both runs its own voucher program and oversees other agencies that run voucher programs). In the process of setting up agencies within the system, the system administrator can also create initial user accounts for each agency
2.1.3	Geography and Time Zone	A system administrator can configure the relevant geographic area and applicable time zone for an eVoucher deployment.
2.2	*Agency User Roles and Permissions*	
2.2.1	Agency User Roles	The system includes three roles for agency staff: administrator, manager, and staff. Generally speaking, an administrator user will take the lead on configuring programs and will need to have the most detailed understanding of how the eVoucher system works. A manager user may be tasked with any actions involving executive decisions or approvals, such as allowing a certain amount of funding for reimbursement for a new client. Finally, a staff user will be involved in day-to-day operations of the system, such as enrolling a new client or helping a client find a driver. – *UTA will work with the vendor to build the most appropriate user roles that need to be created.*
2.2.2	User Role Permissions	The eVoucher system defines a series of "permissions" that correspond to accessing several types of data and functionality within the system. By default, the administrator user role will be able to access all data and functionality within the system—that is, will have a full set of permissions. An administrator user will also be able to specify the subset of system permissions that will be available to users with the role of manager or staff. These settings will be able to vary from one agency to the next. For deployments that involve a

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		hierarchy of agencies, the mapping of roles to permissions made by one agency will flow down to lower-level agencies within the hierarchy for convenience, though lower-level agencies can also choose to create their own mapping of roles to permissions rather than adopting the settings from parent agencies.
3	*Voucher Program Setup*	
3.1	*Program and Funding Setup*	
3.1.1	Voucher Program	The system allows an appropriately credentialed program agency user to create, edit, or archive a voucher program, a new voucher program or edit or archive an existing voucher program.
3.1.2	Funding Source	The system allows an appropriately credentialed program agency user to create, edit, or archive a funding source, including specification of name, source, and description.
3.1.3	Mapping Funding Sources to Voucher Programs	The system allows an appropriately credentialed program agency user to specify the set of funding sources that are applicable for a given voucher program. This mapping function allows for one-to-one, one-to-many, many-to-one, and many-to-many relationships between program funding sources and voucher programs, depending on the needs and complexity of agency operations. For each funding source associated with a voucher program, the user can enter historical and current funding allocations, keeping track of total amounts, applicable date ranges, and dispositions for each allocation (e.g., amount expended, allocated, pending, or expired). For programs that include multiple funding sources, a user can specify whether there is a preferred order for drawing down funds among these sources—for example, using more restrictive funding sources before less restrictive funding sources when possible, or drawing down funding sources that will expire soon before funding sources that are not yet near their expiration.
3.2	*Program and Trip Eligibility*	

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3.2.1	Trip Purposes	The system allows an appropriately credentialed program agency user to enumerate a list of trip purposes that can be used to determine whether trips are eligible for reimbursement or not (for instance, general medical trip, grocery trip, dialysis, etc.) under different funding sources.
3.2.2	Service Areas	The system allows an appropriately credentialed program agency user to indicate service area boundaries associated with different funding sources or programs.
3.2.2.1	Shape Files	The system allows an appropriately credentialed program agency user to upload a shape file.
3.2.2.2	County Selection	The system allows an appropriately credentialed program agency user to select from listed counties.
3.2.3	Service Locations	The system allows an appropriately credentialed program agency user to create specific service locations (addresses) a set of named points that can be used to indicate trip origins and/or destinations that may be used to help determine whether a trip is eligible for reimbursement under different funding sources.
3.2.3.1	Service Location Address Form	The system allows an appropriately credentialed program agency user to enter in a service location address using a form. This form would include Name, Street Address, City, State, and Zip Code
3.2.4	Client Eligibility Rules	The system allows an appropriately credentialed program agency user to create questions that can be used to determine client eligibility under different funding sources,
3.2.4.1	True / False Questions	The system must allow for creation of true/false questions.
3.2.4.2	Multiple Choice	The system must allow for creation of questions that involve selecting from a set of possible responses.

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3.2.4.3	Numeric Response	The system must allow for creation of questions that involve a numeric (real or integer value) response.
3.2.4.4	Age Requirement	The system must allow for creation of the ability to indicate an age requirement.
3.2.4.5	Upload Documents	The system must allow for an appropriate user to upload documentation to verify any of the above requirements.
3.2.5	Client Eligibility for Funding Source	The system allows an appropriately credentialed program agency user to select the eligibility questions and answers that determine whether a client is eligible for reimbursement from a specified funding source. The selection of multiple questions will, by default, be interpreted as “or” relationships. The user can also explicitly link multiple questions together for an “and” relationship. This allows, for example, an eligibility test structured as: A or B or (C and D). For reimbursement programs that include multiple funding sources, it is possible for a client to be eligible for one source of funding but not for another.
3.2.6	Trip Eligibility for Funding Source	The system allows an appropriately credentialed program agency user to specify rules governing whether a trip would be eligible for reimbursement under a given funding source. This can be based on some combination of trip purposes, service areas, service locations, and time and day of trip.
3.3	*Driver Reimbursement*	
3.3.1	Driver Reimbursement Rates	The system allows an appropriately credentialed program agency user to specify reimbursement rates for the program. These may optionally include a minimum amount, a maximum amount, and a variable amount that scales trip miles. Miles would be based on Google maps, not actual miles driven. There can also be variations in the reimbursement rate based on whether the

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		client share portions of the trip with any other clients.
3.3.2	Option to Receive Reduced Reimbursement	The system allows an appropriately credentialed program agency user to specify whether, when a client is running out of funding, the system must alert the driver and let the driver choose whether they are willing to provide the ride at a reduced reimbursement rate or instead wish to decline the trip.
4	*Financial Transactions*	
4.1	*General Financial Transaction Capabilities*	
4.1.1	Execute Financial Transactions	The system can trigger the execution of financial payments between stored accounts. This includes making a payment from an agency to a driver, and potentially making a payment from a client to either a program or to a driver. The vendor will work with UTA in determining the most appropriate financial transaction company. The vendor will then be responsible for making the system work with the chosen vendor/company. The eVoucher system will not hold any account information for either the agency, customer, or driver. The system will only show the transactions that were made. The eVoucher system will allow the agency, client, or driver to update their information when needed. The system will do this using an API to the chosen vendor's application.
4.2	*Entering Account Information*	
4.2.1	Entry of Agency Account Information	The system allows an appropriately credentialed program agency user to enter or update all financial accounts and credential information needed to facilitate automatic payment to drivers on completion of trips.
4.2.2	Entry of Driver Account Information	The system allows an appropriately credentialed program agency user to assist a personal or pooled driver in setting up or updating an online

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		financial account via which the agency can provide payment to the driver as reimbursement for rides provided. The system will also allow drivers to update their own information in the mobile (iOS / Android) driver application.
5	*Client Enrollment and Management*	
5.1	*Client Enrollment*	
5.1.1	Agency Entry of Client Information	The system allows an appropriately credentialed program agency user to enter a prospective client's information and eligibility criteria as part of the intake process. The system allows an appropriately credentialed program agency user to review the initial intake information and associate the client with one or more voucher programs and one or more funding sources within each voucher program. For each funding source that the client is associated with, the user can specify: (a) an initial allocation of reimbursement funding with expiration date; (b) approved trip types for the client; and (c) approved trip origins or destinations for the client, such as a trip from their home. Note that items (b) and (c) are optional and would add further restrictions to any trip eligibility criteria already associated with the funding source in general.
5.2	*General Client Management*	
5.2.1	Agency Review of Client Trips	The system allows an appropriately credentialed program agency user to view a list of previously completed trips along with a list of any planned upcoming trips for a selected client.
5.2.2	Agency Update of Client Program Information	The system allows an appropriately credentialed program agency user to update a client's program enrollment information such as approved trip types, origins, and destinations.

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5.2.3	Agency Ability to Suspend or Deactivate a Client	The system allows an appropriately credentialed program agency user to deactivate a client or temporarily suspend a client.
5.3	*Client Funding Management*	
5.3.1	Agency Review of Funding Status	The system allows an appropriately credentialed program agency user to review current funding information, including amount allocated, amount spent, amount remaining, and expiration date for a selected client. The system can also show when the funding is expected to run out based on the client's recent trip patterns.
5.3.2	Manual Update of Client Funding	The system allows an appropriately credentialed program agency user to manually update a client's allocation of reimbursement funds and expiration date.
6	*Driver Enrollment and Management*	
6.1	*Driver Enrollment*	
6.1.1	Agency Entry of Driver Information	The system allows an appropriately credentialed program agency user to enter enrollment information for a driver, including name, address, phone, driver's license, details for any vehicles that may be used to transport a client (make, model, year, mileage, etc.), languages spoken, and answers to any questions that the agency will look at to judge qualification. A pooled driver, with a process that may include photo capture along with another document upload. This process may also include uploading scanned documentation and photos. If the program has been so specified, the driver may be confirmed as enrolled upon completing this process; otherwise, the driver's application will be queued for subsequent agency review by a user with appropriate permissions for reviewing and approving or rejecting new driver applications.
6.2	*General Driver Management*	
6.2.1	Agency Review of Driver Trips	The system allows an appropriately credentialed program agency user to select a driver and

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		review a list of prior completed trips for the driver, along with amounts reimbursed, as well as a list of upcoming trips that the driver has agreed to provide.
6.2.2	Agency Ability to Suspend or Deactivate a Driver	The system allows an appropriately credentialed program agency user to deactivate a driver or temporarily suspend a driver.
7	*Setting Up Trips*	
7.1	*Setting Up an Individual Trip*	
7.1.1	System Validates Trip Eligibility	When a new trip is created, the system will check whether the trip will qualify for reimbursement (based on program settings, as well as client profile information) and flag any violations that would prevent reimbursement.
7.1.2	System Validates Sufficient Funds	When a new trip is created, the system will compute the expected reimbursement for the trip and determine whether the client has sufficient remaining funds. If not, the system will also check whether the client has set up an account to pay any excess reimbursement, or whether the program has been configured to allow for balance overruns. If none of these are true, then the system will warn the trip creator that there are insufficient remaining funds for the planned trip, and that for that reason a driver might not choose to accept the trip for reduced reimbursement. (See 3.3.2 as reference)
8	*Completing Trips and Payments*	
8.1	*Processing Payment*	
8.1.1	Computation of Reimbursement	The system will compute the amount owed to the driver for each completed trip. This computation will take into consideration whether any portion of the trip for one client was shared with another client (based on recorded sequence of pickups and drop-offs) and apply a reduced rate if applicable. The computation will only include the distance calculated by Google Maps or similar mapping

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		function. This amount will not be calculated based on actual miles driven.
8.1.2	Automated Driver Payment	The system will automatically pay the computed reimbursement to a driver after the trip has been completed.
8.1.3	Agency, Client, and Driver Bookkeeping	After paying a driver for a completed trip, the system will update information about the total amount of funding paid and trips served for the program, information about the total number of trips served and reimbursements received for the driver, and information about number of trips taken and available reimbursement balance for the client. If the program has been so specified, the reimbursement account for the client may be allowed to go into negative if the client has exhausted their available funding.
9	*Agency Reports*	
9.1	*Summary Reports*	
9.1.1	Summary Reporting General	The system supports summary reporting for appropriately credentialed program agency users, clients, and drivers. As a general rule, summary reports involve aggregating and summarizing data which can then be presented in tables or charts. Many of these reports will also enable users to specify how the underlying data must be filtered, categorized, and aggregated. The availability of different agency reports may be contingent on a staff member's user role and the permissions that have been attached to that role.
9.1.2	Summary Reports for Agency Staff	The summary reports available for in the system for agency staff include: • Client List Summary Report • Client Rides by Program Report • Driver List Summary Report

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		• Driver Rides by Program Report • Program Funding Report Ride Purposes by Program Report 1099 Report (See 9.1.3 for reference) UTA will provide chosen vendor with report requirements and examples. If any additional reports are needed, they will be completed on an ad hoc basis.
9.1.3	1099 Report Information	To assist an agency in preparing 1099s, the system can generate a list of drivers within a program and the amount that each driver received in reimbursements over a calendar year. Subject to IRS guidance, this amount can be differentiated between cost reimbursement and any amount above and beyond cost reimbursement which would be treated as income.
10	*Action Tracker Log (ATL)*	
10.1	*General Structure*	
10.1.1	ATL Framework	The system provides "action tracker log" functionality to enable audit trail reviews for key elements within the system. This actional tracker log records a series of actions performed on different data elements or entities tracked within eVoucher, such as a client, a driver, or a trip. For each action, the tracker records the date and timestamp of the action, the nature of the action, and the user who performed the action. Pursuant to HIPAA requirements, the action tracker log may also record the viewing of any personal health-related data stored within the system. The ATL must be a searchable / filterable page within the Agency application. The user must be able to search / filter based on date, client, driver, agency employee.

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10.1.2	ATL for Clients	The system tracks information relevant to client users, including creation, approval, updates to profile, password resets, updates to financial account information (if applicable), trips completed and updates to funding balance, low funding alerts, and additions or changes to personal driver assignments.
10.1.3	ATL for Drivers	The system tracks information relevant to driver users, including creation, approval, updates to profile, password resets, updates to financial account information, personal driver assignments, trips completed, payments received, driver requirement alerts (e.g., pending expiration of driver's license), and driver requirement updates.
10.1.4	ATL for Trips	The system tracks information relevant to trip records, including creation, edit of trip details (from, to, way points, round trip, date, time, purpose), driver assignment, driver request, driver poll request, driver decline assignment, driver accept assignment, trip cancelled, trip completed, trip reimbursement rate computation, completed trip approved for payment by agency staff (if applicable), and reimbursement paid.
11	*Driver Application*	
11.1	*Driver Application Information*	
11.1.1	Driver Mobile Applications	The system includes a driver mobile app for both iOS and Android platforms, via which drivers can access functionality such as accepting or declining to provide a ride, reviewing upcoming rides, setting their availability, and updating any required documentation such as a scan of a renewed driver's license. The driver app that assists drivers in recording the completion of trips, including verifying that the passenger was present at the pickup and drop-off (as a fraud deterrent).
11.1.2	Driver Entry of Enrollment Information	When a driver is invited to enroll in the system (by a client, or by agency staff) through an email link to the mobile app, the mobile app allows

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		the new driver to enter requested information such as name, address, phone, driver's license, details for any vehicles that may be used to transport a client (make, model, year, mileage, etc.), languages spoken, and answers to any questions that the agency will review to judge qualification. This process may also include the ability to upload scanned documentation and photos. If the program has been so specified, the driver may be automatically confirmed as enrolled upon completing this process; otherwise, the driver's application will be queued for subsequent agency review and approval.
11.1.3	Driver Update Information	The mobile app allows a driver user to update their own personal information over time as needed, including changes to name, phone, address, photo, languages spoken, and vehicles used.
11.1.4	Driver Review of Trips	The system allows a driver to review a list of prior completed trips, including amounts reimbursed, as well as a list of upcoming trips that the driver has agreed to provide.
11.1.5	Driver Cancels Trip – They Create	A driver can cancel an upcoming trip that they created on behalf of the client. A driver cannot, however, cancel a trip they did not create (e.g., a trip that the client created).
11.1.6	Driver Cancels Trip	When necessary, a driver can select a planned trip from their upcoming queue and cancel the ride – that is, indicate that they are no longer available to serve the ride. This will remove the ride from their queue and alert the client and agency that it will be necessary to find a different driver for the ride. If it was the driver who initially entered the trip, as described in a separate requirement, then the trip will be removed from the client's list of planned rides as well.
11.1.7	Driver Selects Trip to be Completed	When a driver is ready to serve a trip, they can select the trip from their queue within the driver app and bring up details including trip origin and destination (along with any way points, and whether trip is one-way or round trip), targeted

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		pickup and drop off times, and any relevant additional notes about the client or the trip. Note that if shared rides are allowed in the system, then the driver may have more than one active trip at a time.
11.1.8	Driver Verifies Client Pickup and Drop-off	The system provides a one-time text code to the client's mobile phone or if that is not an option the customer can sign using their finger, via which a driver can confirm that the client is present at both the beginning and ending of a trip so as to deter fraudulent claims for reimbursement. In the event of a group trip, the driver performs these actions for all of the clients receiving a ride.
12	*Customer Application*	
12.1	*Customer Application Information*	
12.1.1	Customer Application	The system includes a client application via which clients can access functionality such as requesting a ride, viewing a history of past rides they have taken, or checking their remaining balance. It is not assumed that all users will choose to make use of the client application—some clients, for example, may rely on either their driver or on agency staff to set up rides. The application is available, however, to clients that wish to interact with the system directly.
12.1.2	Customer Review of Trips	The system allows a client user to review a list of previously completed trips along with a list of any planned upcoming trips.
12.1.3	Customer Creation of Trip	A client user can plan a future trip including origin, destination, day, time, and trip purpose. The ride may include layovers and may be designated as either one-way or round trip.

5. Additional Functionality

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UTA would like the vendor to complete the following additional functionality. This functionality will greatly expand the current usage of the software. UTA will discuss with the vendor on how to best implement these items. UTA would like this section to be priced separately.

	General Features	
	Name	Description
14.1	Creation of open API structure	eVoucher must have an open API structure to allow the ability to use the software system to pay for external fares.
14.2	External Fare Payment	
14.2.1	Public Transit Fares	The ability to use eVoucher to pay for a public transit fare. Specifically, for UTA but we would like the system to be built with an option to allow any public transit fare.
14.2.2	Transit Networking Company (TNC) Fares	The ability to use eVoucher to pay for TNC fares, this would include UBER, Lyft, and VIA among others.
14.2.3	Taxi Fares	The ability to use eVoucher to pay for a taxi fare.
	Agency Application	
	Name	Description
15.1	Dashboard of pertinent information.	The items that agency staff can choose to add to their dashboard include: • Total project funding, allotted funding, spent funding, unallotted funding, unspent funding • Funding and spending history, including projected exhaustion of funding • Trip statistics, including trips served, number of unique individual trips, number of drivers, average trip distance, number of one-way trips, number of round trips, number of multi-stop trips, and number of shared rides • Client statistics, including total number, number of current/active • List of trips requiring approval (if applicable) • List of completed trips requiring payment approval (if applicable) • List of new clients requiring approval (if applicable) • List of clients nearing exhaustion of funds

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		• List of drivers requiring updates to driver requirements • Additional items as specified in FTA grant application
15.2	Ability for the user to choose their preferred language of the software.	All functionality must support the ability of users to select their own preferred language. This must be quoted for English and Spanish.
15.3	Create different user roles. These roles would have different permission sets.	The eVoucher system defines a series of "permissions" that correspond to accessing several types of data and functionality within the system. By default, the administrator user role will be able to access all data and functionality within the system—that is, will have a full set of permissions. An administrator user will also be able to specify the subset of system permissions that will be available to users with the role of manager or staff. These settings will be able to vary from one agency to the next. For deployments that involve a hierarchy of agencies, the mapping of roles to permissions made by one agency will flow down to lower-level agencies within the hierarchy for convenience, though lower-level agencies can also choose to create their own mapping of roles to permissions rather than adopting the settings from parent agencies.
15.4	Late Cancellation Policy	The system allows an appropriately credentialed program agency user to specify policies to apply in the event of a late cancellation or no-show. This may include partial or full debiting of the reimbursement amount for payment to a driver along with possible suspension of client in the case of repeated late cancellations.
15.5	Alerts for diminished client funding	The system allows an appropriately credentialed program agency user to specify whether clients, drivers, and/or agency staff must receive alerts of diminished funding for a program client. The system also allows the credentialed program agency user to specify how the alerts would be delivered: by text, by automated phone message, by email, and/or by in-app message.
15.6	Triggering client funding alerts	The system allows an appropriately credentialed program agency user to set up rules triggering when low funding alerts are sent. These alerts can be based on threshold values or comparisons of the following factors: remaining allotted funds for the client (as a percentage of the initial allotment or in

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		absolute terms); remaining time to the next point at which the agency will allot more funds (as a percentage of the current overall allotment period or in absolute terms); average frequency of client trips, and average cost of client trips. In cases where clients provide their own payment accounts—either because they are expected to contribute to the cost of each trip or because they are required to cover any reimbursement account overruns—the notification rules can also involve checking whether the client payment accounts are either invalid (e.g. in the case of a cancelled credit card) or running low on funds (e.g. in the case of a debit card).
15.7	Timing and frequency of client funding alerts	The system allows an appropriately credentialed program agency user to specify, for each notification rule, the timing and frequency with which corresponding alerts must be delivered. For example, the agency can specify that the alert would only be sent one time, when the issue is first detected, or alternatively that the alert would be sent on a recurring basis (e.g. weekly) as long as the issue persists.
15.8	Message content for client funding alerts	The system allows an appropriately credentialed program agency user to specify, for each notification rule, separate message templates for the alerts sent to clients, to drivers, and to agency staff, as applicable.
15.9	Client covers own overspending	The system allows an appropriately credentialed program agency user to specify whether clients would be able to exceed their allotted funding for trip reimbursements if they provide their own funding mechanism to cover the difference.
15.10	Client Payment Request	If the client is expected to contribute to the cost of each ride, or alternatively if the client has exhausted their available reimbursement budget and is expected to pay for any additional amount, then the system on behalf of the agency will initiate a payment request to the client's payment account to cover any amount owed.
15.11	Agency User entry of client account	The system allows an appropriately credentialed program agency user to assist a client in setting up or updating an online payment mechanism (e.g., credit card information) via which the client can pay any partial or full trip reimbursements as applicable (e.g. if client overruns their funding allotment).

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15.12	Entering a completed ride after the fact	The system allows an appropriately credentialed program agency user to retroactively fill in a completed trip that was initially recorded on a paper form. This includes entering the client, the driver, the origin, any intermediate layover points, the destination, day of travel, approximate time of arrival and/or departure for the origin, destination and waypoints, and estimated total distance. The purpose is to allow a driver to still receive reimbursement if the trip was not set up in advance, and the agency wishes to allow this deviation from standard practice.
15.13	Additional Reports to be determined by UTA	The system supports detailed reporting for appropriately credentialed program agency users, clients, and drivers. As a general rule, detailed reports will be focused on listing and grouping of individual records in data tables and will be suitable for exporting to Excel. Users are able to set certain filters on the data (e.g., just show trips that occurred in December of 2020) and may also be able to choose which data elements to include in an export (e.g., include a client's name, but not their birthdate). For agency staff users, the availability of different reports may be contingent on the user's role and the permissions that have been attached to that role.
15.14	*Notifications*	Add the ability to have notifications within the UI.
15.14.1	Assign Notifications to Staff	Research the ability to assign specific notifications to staff. UTA can work with the vendor to determine specific notifications required.
15.14.2	No driver notification	Create a notification for when a trip does not have a driver assigned to it. UTA will work with vendor on how best to implement this.
15.14.3	Low Funding Notification	Create a notification for when a client reaches a specific amount of funds in their account. The agency must be allowed to set this at the agency level, not per client. UTA will work with vendor on how best to implement this.
15.15	Edit Agency Information	The system allows an appropriately credentialed agency user to enter, review, and update information about the agency such as name,

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		address, phone number, website, and branding elements (colors, logos, etc.).
15.16	User Management Screen	The system allows an appropriately credentialed agency user to access a user management console in which it is possible to create a new user or edit or delete an existing user for the agency. The system allows each user to be associated with one or more user roles for the agency.
15.17	Audit trail log (ATL)	The system provides “audit trail log” functionality to enable audit trail reviews for key elements within the system. This audit trail log records a series of actions performed on different data elements or entities tracked within eVoucher, such as a client, a driver, or a trip. For each action, the tracker records the date and timestamp of the action, the nature of the action, and the user who performed the action. Pursuant to HIPAA requirements, the audit trail log may also record the viewing of any personal health-related data stored within the system. The building blocks of this have already been put into the system, the following are items that need to be added to the log.
15.17.1	ATL UI	Currently the ATL only shows in a text format without any way of filtering or searching for data. UTA would like to have a UI built that would allow a user to search for: • Date Ranges • Users • Clients • Drivers UTA will work with vendor to determine what other items would be needed when filtering out the data.
15.17.2	ATL for agency	The system tracks information relevant to an agency within the eVoucher system, including creation of agency and edits of agency profile.
15.17.3	ATL for program	The system tracks information relevant to a voucher program within the eVoucher system, including

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		creation of program, edit of program configuration information, edit of financial account information, and updates to program funding allocations.
15.17.4	ATL for agency users	The system tracks information relevant to agency users, including creation, editing of profile information, password resets, modification of user roles, and deactivation.
15.17.5	ATL for clients	The system tracks information relevant to client users, including creation, approval, updates to profile, password resets, updates to financial account information (if applicable), trips completed and updates to funding balance, low funding alerts, and additions or changes to personal driver assignments.
15.17.6	ATL for drivers	The system tracks information relevant to driver users, including creation, approval, updates to profile, password resets, updates to financial account information, personal driver assignments, trips completed, payments received, driver requirement alerts (e.g., pending expiration of driver's license), and driver requirement updates.
15.17.7	ATL for trips	The system tracks information relevant to trip records, including creation, edit of trip details (from, to, way points, round trip, date, time, purpose), driver assignment, driver request, driver poll request, driver decline assignment, driver accept assignment, trip cancelled, trip completed, trip reimbursement rate computation, completed trip approved for payment by agency staff (if applicable), and reimbursement paid.
15.18	Roll-up oversight reporting	The system allows an appropriately credentialed oversight agency user to generate management reports with consolidated information from multiple program agencies that fall under the purview of the oversight agency within the agency hierarchy. This capability covers all relevant reports that an individual program agency has access to (see next section for list), but with the additional ability to filter, aggregate, and subtotal results by program agency and by funding source.
	Customer Application	

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	Name	Description
16.1	Dashboard Information	Similar to B.1 with information specific to the client.
16.2	Client entry of payment information	The system allows a client to set up their own online payment mechanism (e.g., credit card information) via which they can pay any partial or full trip reimbursements as applicable (e.g. if client overruns their funding allotment).
16.3	Client review of funds	The system allows a client to review current funding information, including amount allocated, amount spent, amount remaining, and expiration date. The system can also show the client when the funding is expected to run out based on the client's recent trip patterns.
16.4	Client cancels a trip	A client can cancel an upcoming trip that they have planned. When the trip is canceled, the system will notify the driver and, if so configured, the agency as well. If the remaining time until the trip is less than the late cancellation cutoff time specified by the agency, then the client will be warned of any penalties that may apply (such as reimbursing the driver even though the ride is cancelled) before confirming the cancellation.
16.5	Client assigns personal driver	A client can select their personal driver (or one of their personal drivers) when entering in a planned trip. This will trigger a notification to the driver that the client has requested a ride.
16.5	Report of prior trips	A client user can create a detailed report that lists all trips they have taken over a specified period of time (e.g., show all trips taken over the past year).
16.6	Client application notifications	Add the ability to have notifications within the UI.
16.6.1	No driver notification	Create a notification to the client via email, text, and in application notification that the client has an upcoming trip that has no driver associated.
16.6.2	Low funding notification	Create a notification to the client via email, text, and in application notification that the client is running low on funding. This notification would be based on the threshold set by the agency (B.17.3)

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16.6.3	Client cancels trip – Agency notification	Create a notification to the agency via email and/or in application notification that the client cancelled a trip. This would only apply to trips that the agency creates for the customer.
16.6.4	Client cancels trip – Driver notification	Create a notification to the driver via email, text, and/or in application notification that the client cancelled a trip.
16.6.5	Ability for the user to choose their preferred language of the software.	All functionality must support the ability of users to select their own preferred language. This must be quoted for English and Spanish.
	Driver Application	
	Name	Description
17.1	Native mobile applications	Use existing driver application to create native mobile applications for Apple iOS and Android
17.2	Driver application dashboard	Similar to 14.1 with information specific to the driver.
17.3	Driver application notifications	Add the ability to have notifications within the UI.
17.3.1	Driver cancels trip – Agency notification	Create a notification to the agency via email and/or in application notification that the driver cancelled a trip. This would only apply to trips that the agency creates for the customer.
17.3.2	Client cancels trip – Client notification	Create a notification to the client via email, text, and/or in application notification that the driver cancelled a trip.
17.3.3	Driver removes themselves from trip – Agency notifications	Create a notification to the agency via email and/or in application notification that the driver has removed themselves from a trip. This would only apply to trips that the agency creates for the customer.
17.3.4	Driver removes themselves from trip – Customer notifications	Create a notification to the client via email and/or in application notification that the driver has removed themselves from a trip.
17.3.5	Ability for the user to choose their preferred language of the software.	All functionality must support the ability of users to select their own preferred language. This must be quoted for English and Spanish.

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6. Optional Functionality

The following functionality must be priced separately and depending on budget UTA would like to see this functionality added to the eVoucher system.

	Agency Application	
	Name	Description
18.1	Type of drivers included	The system allows an appropriately credentialed program agency user to specify the type of drivers that will be used within the voucher program. Options include personal drivers (i.e., when a driver is associated with a specific client), pools of volunteer drivers. A program may include more than one of these types of drivers.
18.2	Driver requirements	The system allows an appropriately credentialed program agency user to specify any information or credentials that must be stored and maintained for personal drivers or for pooled drivers within the system, including information about how often the requirement must be updated. For a program that includes both personal and pooled drivers, the system allows for specifying different requirements for the two different types of drivers. (This would only apply to agencies who have a pool of drivers that they qualify)
18.3	Driver application questions	The system allows an appropriately credentialed program agency user to specify any questions that should be posed to prospective drivers as part of the application process. These will be included as part of the application, and agency staff can review answers provided by the prospective drivers as part of the approval process. (This would only apply to agencies who have a pool of drivers that they qualify)
18.4	Review and approve drivers	The system allows an appropriately credentialed program agency user to specify whether a new driver user account must be reviewed and approved before the driver can begin to transport clients and receive reimbursement. (This would only apply to agencies who have a pool of drivers that they qualify)
18.5	Multi-Client trips	The system allows an appropriately credentialed program agency user to specify whether the program includes the option of multi-client trips, in which a driver takes multiple clients from the same origin to the same destination.

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18.6	Agency covers client overspending	The system allows an appropriately credentialed program agency user to specify whether a client that is running out of funding will be allowed to over-spend their allotment, with the agency temporarily covering the shortfall until the client receives their next funding allotment. If this is allowed, the agency staff can also specify the maximum amount of deficit spending that will be allowed for each client.
18.7	Driver geographic availability	The system allows an agency employee to specify or update the geographic area within which a driver is willing to provide rides. This can initially be implemented as specifying a radius around the driver's address; as a potential subsequent enhancement, the system could allow the employee to draw the geographic area of service on a map. (This would only apply to agencies who have a pool of drivers that they qualify)
18.8	Driver hourly availability	The system allows an agency employee to specify the days and times during which a driver is generally available for rides, and also to override the general availability pattern on specific days as needed (for example, a driver who is regularly available on Wednesdays from 8 am to 5 pm might indicate that they are only available from 1 pm to 5 pm on Wednesday of the coming week). An agency employee can also indicate periods when the driver will be unavailable due to vacation or other planned absence. (This would only apply to agencies who have a pool of drivers that they qualify)
18.9	Driver requirements for clients	The system allows a driver user to specify requirements that may apply to any clients they serve, such as no smoking or eating in the vehicle. (This would only apply to agencies who have a pool of drivers that they qualify)
18.10	Assigning pool drivers to client	For programs in which there is a pool of drivers, and each client is assigned to one of these drivers, the system allows an appropriately credentialed program agency user to request that a selected pooled driver accept an assignment to serve as a personal driver for a particular client. This will result in sending a request notification to the driver.
18.11	Agency reviews driver availability	To assist clients in finding a driver when needed, an appropriately credentialed program agency user can

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		review driver availability during a specified time window and geographic area. The system shows all drivers and the periods during which they are generally unavailable, available but already serving another trip, and available and not yet serving another trip. (This would only apply to agencies who have a pool of drivers that they qualify)
18.12	Agency requests driver for trip	An appropriately credentialed program agency user can select an upcoming ride for a client and request a pooled driver to provide the trip (the agency user may first wish to call the driver to confirm that they can take the trip). This will trigger a notification to the driver that they have been requested to provide a ride for a client. (This would only apply to agencies who have a pool of drivers that they qualify)
18.13	Agency receives a response to driver request	The system notifies the agency when a driver either accepts or rejects a trip request made by agency staff on behalf of a client. If the driver request is rejected, the agency can try requesting a different driver, or can submit a poll request to multiple drivers, or can suggest to the client to try finding a different day or time for the trip. (This would only apply to agencies who have a pool of drivers that they qualify)
18.14	Recurring Trips	The system allows an appropriately credentialed program agency user to specify whether clients, drivers, or agency staff can set up recurring trips (e.g., a trip to the doctor that occurs each Monday). If recurring trips are allowed, an appropriately credentialed agency user can also specify the rolling window period during which upcoming trips will be instantiated and loaded into the upcoming trips list for clients and drivers.
18.15	Existing client requests connection to existing driver	If the program involves personal drivers, then an existing client can request to have an existing driver serve as one of their personal drivers (even in a program with personal drivers, a driver can be a personal driver for more than one client). This will result in sending a request notification to the driver.
18.16	System validates recurring trip eligibility	When a client enters the details for a new recurring trip, the system will check whether the trip will generally qualify for reimbursement (based on program settings, as well as client profile

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		information) and flag any violations that would prevent reimbursement.
18.17	Agency sets up recurring trip for client	An appropriately credentialed program agency user can set up a recurring trip request on behalf of a client. This will include origin, destination, day, time, and trip purpose. The trip may include layovers and may be designated as either one-way or round trip. The status of this recurring trip will remain pending until a driver has accepted a request to serve the trip on a recurring basis.
18.18	Creation of recurring trips	Once a recurring trip has an assigned and confirmed driver, the system will automatically instantiate occurrences of the trip within the specified rolling window for recurring trips. These will be populated to the client's and the driver's queues of upcoming trips.
18.19	Agency reviews driver availability for recurring trip	To assist clients in finding a driver for a recurring trip when needed, an appropriately credentialed program agency user can review driver availability during a specified set of days and time windows (e.g., Monday and Tuesday afternoons). The system will then show the agency user what drivers are regularly available (based on drivers' geographic and temporal availability settings, plus any other recurring trips that the driver might be committed to) to serve a recurring trip during one or more of the specified days and time windows.
18.20	Agency requests driver for recurring trip	An appropriately credentialed program agency user can request a pooled driver to serve a recurring trip (the agency user may first wish to call the driver to confirm that they can take this assignment). This will trigger a notification to the driver that they have been requested to provide a recurring ride for a client.
18.21	Agency receives response to driver recurring request	The system notifies the agency when a driver either accepts or rejects a recurring trip request made by agency staff on behalf of a client. If the driver request is rejected, the agency can try requesting a different driver, or can submit a poll request to multiple drivers, or can suggest to the client to try finding a different recurring day and time for the trip.
18.22	Agency alerted of recurring trips with no driver	Subject to program configuration, the system notifies appropriately credentialed agency staff when a

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		planned recurring trip for a client does not yet have a confirmed driver. This notification occurs once a specified amount of time has passed after the request was made and/or once the amount of time remaining until the first occurrence of the trip is slotted to begin is less than a specified amount of time (e.g., within 48 hours).
18.23	ATL for recurring trips	The system tracks information relevant to recurring trip records, including creation, edit of recurring trip details (from, to, way points, round trip, date, time, purpose), driver assignment, driver request, driver poll request, driver decline assignment, driver accept assignment, driver cancel prior assignment, trip occurrence instantiated, and recurring trip series ended/cancelled.
	Client Application	
	Name	Description
19.1	Client receives notification related to driver request	The system notifies the client when a driver either accepts or rejects a trip request from the client or a trip request made by agency staff on behalf of a client. If the driver request is rejected, the client may try requesting a different driver, submitting a pool request to multiple drivers, or calling the agency for help in finding a driver. (This would only apply to agencies who have a pool of drivers that they qualify)
19.2	Client sets up recurring trip	If the program configuration allows it, a client can set up a recurring trip request. This will include origin, destination, day, time, and trip purpose. The trip may include layovers and may be designated as either one-way or round trip. The status of this recurring trip will remain pending until a driver has accepted a request to serve the trip on a recurring basis.
19.3	Client assigns personal driver to recurring trip	In a program with personal drivers, a client that creates a new recurring trip can assign their personal driver (or one of their personal drivers) to be the driver for the recurring trip. This will trigger a notification to their driver, and the assignment will remain pending until the driver accepts the recurring trip.
19.4	Client receives response to driver recurring request	The system notifies the client when a driver either accepts or rejects a recurring trip request made by

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		the client, or a recurring trip request made by agency staff on behalf of a client. If the driver request is rejected, the client can try requesting a different driver, or can submit a poll request to multiple drivers, or can call the agency for help in finding a driver.
19.5	Client alerted of recurring trip with no confirmed driver	Subject to program configuration, the system notifies a client when one of their planned recurring trips does not yet have a confirmed driver. This notification occurs once a specified amount of time has passed after the request and/or once the amount of time remaining until the first occurrence of the trip is slotted to begin is less than a specified amount of time (e.g., within 48 hours).
	Driver Application	
	Name	Description
20.1	Driver updates requirements	The system allows a driver to update any requirements or certifications, including uploading any necessary scanned documentation.
20.2	Create pending driver alert in driver app	The system would notify a driver through the driver mobile app that a trip is available to the pool. It would allow the driver to select yes or no. (This would only apply to agencies who have a pool of drivers that they qualify)
20.3	Driver queue of recurring trips	A driver user has a queue of recurring trips for which they have already accepted to be the driver, or alternatively have been requested but not yet accepted. The latter are marked as provisional assignments.
20.4	Driver receives recurring trip request	A driver user can receive a request to serve a recurring trip from either the client or from agency staff on behalf of a client. The request is added to the driver's queue of recurring trips but marked as provisional.
20.5	Driver responds to recurring trip request	After receiving a request to serve a recurring trip, a driver user can either accept or reject a request. If the driver accepts the request, the recurring trip will remain in their upcoming queue and be marked as accepted. At the same time, any trip occurrences for the recurring trip that should occur within the rolling

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		window for instantiating recurring trips will be created and added into both the driver's and client's queues of upcoming trips. If the recurring trip is rejected, then it will be removed from the driver's queue. The acceptance or rejection of the recurring trip will also be communicated to the client and agency as applicable.
20.6	Driver cancels an occurrence of a recurring trip	When necessary, a driver user can select a specific occurrence of a recurring trip (e.g., for next Tuesday) that has been instantiated within the rolling window recurring trip from their list and cancel that occurrence. That results in removing the trip occurrence from the driver's list of upcoming trips and notifies the client and the agency, as applicable, that it will be necessary to find a new driver for that occurrence. The overall recurring trip assignment for the driver remains, however, and new occurrences for the recurring trip involving the driver will continue to be created within the rolling window.
20.7	Driver cancels out of a recurring trip entirely	When necessary, a driver can select and cancel out of a recurring trip entirely. When executing this action, the driver will be asked whether to simply discontinue creating new occurrences of the trip going forward, or to also cancel any existing occurrences of the recurring trip that have already been instantiated within the rolling window. If the former, the system will remove the recurring trip from the driver's list of recurring trips and notify the client and agency, as applicable, that it will be necessary to find a new driver for the recurring ride. If the latter, the system will also remove the instantiated occurrences of the trip from the driver's queue and notify the client and agency, as applicable, that it will be necessary to find a new driver for those occurrences of the recurring trip.
20.8	Driver requests cancelled upon recurring trip cancellation	When a client or agency cancels a trip for which there is an outstanding direct driver request or open trip request, the outstanding request will also be cancelled.

7. Other Deliverables

1. eVoucher User Manuals. These must be a PDF that is linked within the eVoucher software.

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a. Agency Application
b. Customer Application
c. Driver Mobile Application
    i. Android
    ii. iOS

2. Virtual trainings for UTA and pilot partner agencies. These must be recorded and made available to UTA for future use.

8. Hosting, Support, and Pilot

The chosen vendor will be expected to host and support the software during the development and the demonstration pilot. UTA will work with the chosen vendor to determine the most appropriate hosting environment.

UTA would require that the chosen vendor be available from 5 am to 8 pm MST to correct any issues that may arise during the pilot period. UTA would require a contact name, email address, and phone number of the best person to help resolve issues during that time.

The system will need to be set up as multi-tenant / Software as a Service to allow multiple agencies to use the software without seeing the data of the other.

UTA is requesting a pilot with previously chosen partners for (6) months. This pilot will include the full use of the software including financial transactions.

9. Future Hosting and Support

In addition to hosting and support during the pilot demonstration, UTA would like a separate quote on hosting and support for an additional three (3) years with options for years four (4) and five (5).

UTA would require that the chosen vendor be available from 5 am to 10 pm MST to correct any issues that may arise. UTA would require a contact name, email address, and phone number of the best person to help resolve issues during that time.

Included in the hosting and support UTA would look to add additional agencies to the eVoucher system. UTA would like a quote on the cost of adding these agencies in the following ranges:

- Flat rate regardless of the number of agencies added.
- Adding 1-5 agencies.
- Adding 6-10 agencies.
- Adding 11-15 agencies.
- Adding 15+ agencies.

10. Security Requirements

1. Data Protection and Privacy: The proposed solution must comply with all applicable federal and

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state data protection and privacy laws, including but not limited to HIPAA, PCI-DSS, CCPA, and any other laws governing the protection of personal identifiable information (PII) and health-related data. The system must ensure that all PII and health-related data are collected, processed, and stored in a secure manner, with appropriate access controls and encryption methods in place.

2. Multi-tenant Architecture: The proposed solution must be a multi-tenant solution, with each entity that utilizes the services having their own separate cloud instance to prevent the potential of one entity's data being accessed by another entity. The system must ensure that tenant data is segregated, and there is no co-mingling of data between tenants.
3. Access Controls: The proposed solution must implement strong access controls to ensure that only authorized personnel can access the system and data. The system must support role-based access control (RBAC), and two-factor authentication (2FA) for all users, including administrators and service providers. The system must also enforce password complexity rules and regular password changes.
4. Encryption: The proposed solution must ensure that all sensitive data, including PII, banking, and credit card information, are encrypted both in transit and at rest. The system must use industry-standard encryption methods, such as AES-256, to protect data.
5. Data Backup and Recovery: The proposed solution must have a robust backup and recovery mechanism to ensure that data is not lost in the event of a disaster or system failure. The system must perform regular backups and have a recovery plan in place that can restore data within a reasonable amount of time. The Contractor/Supplier shall test the contingency/DR plans at least twice annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. Coordination shall be made with the Agency(ies) to ensure limited system downtime when testing is conducted. At least one (1) annual test shall include backup media restoration and failover/fallback operations at the DR location. The Contractor/Supplier shall send the Agency(ies) a notice of completion following completion of DR testing. Such contingency and DR plans shall be available for the Agency(ies) to inspect and practically test at any reasonable time, and subject to regular updating, revising, and testing throughout the term of the Contract.
6. Data Ownership: All data entered into the proposed solution shall remain the sole property of the respective agency(ies). The Contractor/Supplier shall not use the data for any other purpose than providing the services specified in the contract. The Contractor/Supplier shall ensure that all data entered into the system is adequately protected from unauthorized access or disclosure. The proposed solution must provide an option for the agency(ies) to export their data in an industry-standard, non-proprietary format upon request. The Contractor/Supplier must provide instructions and tools to facilitate the export of the data. Additionally, the Contractor/Supplier must provide a mechanism for importing the data into a replacement system in the event of termination of the contract or expiration of the contract term. Respondents to this RFP must provide a detailed explanation of how their proposed solution meets these data ownership requirements, including the tools and procedures for exporting and importing data
7. Auditing and Logging: The proposed solution must have robust auditing and logging mechanisms in place to track all system and user activities. The system must log all access and changes to data, including who accessed it, when, and what changes were made. The system must also have the capability to generate reports based on audit logs.
8. Datacenter Location: The proposed solution must operate only in data centers located within North America to ensure compliance with applicable laws and regulations.

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11. Miscellaneous

- The chosen vendor will ensure that the entirety of the eVoucher software system meets all ADA standards, using the guidelines set by https://www.w3.org/.
- Vendor will provide an hourly rate for any other related modifications approved by UTA but not included in the functional requirements.
- Vendor must include a project kick-off meeting to be held with key UTA personnel and vendor project team. This would be done virtually unless otherwise agreed upon.
- UTA would like the vendor to include a quote with and without the future hosting and support option.

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Exhibit B to UTA Contract 23-03717RW

UTA is actively pursuing and will continue to pursue additional funding for this project. At the time of executing this contract, UTA only has funding for the Items marked in green, namely Core Development as detailed in Section 4 of the RFP, Additional Development as detailed in Section 5 of the RFP, six (6) months of Hosting and Support cost for the Pilot Period. UTA has partial funding for some items detailed in Section 6, and will at a later date issue a change order for specific items detailed as Optional in Section 6. If UTA is successful in securing additional funding and the Pilot is successful, it is the intention to issue a change order to extend this Contract into Production for a total term of this contract not to exceed 5 years.

Invoicing Terms shall be as follows:

Invoice 1 will be sent on the Effective Date for $60,000 to cover the software and hosting costs for development and the pilot period.

Invoices for development services shall be monthly beginning one month after the Effective Date for the actual time and materials used for that month.

When the pilot period begins, the invoice for support for the 6-month pilot period will be sent with the development service bill for that month.

Exhibit B to UTA Contract 23-03717RW

BAFO Pricing Sheet	Kinetech Option 1
	Cost
Line Item	
Core Development Total. *These are all items in section 4 of the RFP.*	$ 544,350.00
Additional Development Total. *These are all items in section 5 of the RFP*	$ 89,550.00
Optional Development Total. *These are all items in section 6 of the RFP*	$ 68,760.00
Software Documentation Costs	$ -
Training Video Costs / Development	$ -
Deployment Costs	$ -
Any other costs	$ -
Total	**$ 702,660.00**
Hosting Costs for a 6 month pilot period	$ 60,000.00
Support costs for a 6 month pilot period	$ 22,000.00
Total	**$ 82,000.00**
Optional - Production Fees (Annual)	
Software fees	$ 125,000.00
Hosting fees	$ 30,000.00
Standard- Kinetech Pro SLA 8 Hour Support Window	$ -
Optional - Extended Support hours - Kinetech Pro SLA Support Fee 15 hour support window	$ 52,500.00

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Option Details	**Option 1**
Dev & Pilot Cloud	Mendix Cloud
Production Cloud	Mendix Cloud
Mobile App	Native mobile for drivers
	PWA for clients & admin

The Total Not-to-Exceed Price for the base period of performance from the contract effective date through September 30, 2025 is $715,900.00. This includes all items or services shown in green above. Any additional items or services shown in yellow or gold above may, in UTA's discretion, be added by Change Order.

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EXHBIT C

MANDATORY FEDERALTERMS AND CONDITIONS

SEE DOCUMENTS

Federal Transit Administration Required Clauses UPDATED 10-20-23 mlb

Required Federal Certificates and Assurances updated 4-5-23 mlb

See attached Document

Exhibit C Signed_Federal_Forms__Certifications_updated_6-12-23_mlb.docx.pdf

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REQUEST FOR PROPOSALS

Part 5 – Forms

See attached Document

Kinetech_declaration.pdf

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Exhibit C to UTA Contract 23-03717

APPENDIX I - REQUIRED FEDERAL CERTIFICATES AND ASSURANCES

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Instructions to Bidders and Proposers

INSTRUCTIONS

The following section contains documents that are **REQUIRED** with the submittal of the bid / proposal. Failure to complete and submit these forms may result in rejection of the bid/proposal as non-responsive. Please read the following information carefully and complete the documents as it applies to your bid / proposal. This section is divided into the following areas:

Definition of Terms,
Disadvantaged Business Enterprise (DBE) Program,
Instructions to Bidders / Proposers,
Requirements, Terms and Conditions,
Instructions to Contractors,
Certifications and Assurances

- Equal Employment Opportunity and Disadvantaged Business Enterprise Statement
- Disadvantaged Business Enterprise Participation Form
- Sample Letter of Intent to Subcontract with DBE Firm
- Good Faith Efforts Documentation Form
- Buy America
- Debarment, Suspension and Other Ineligibility and Voluntary Exclusion From Transactions Financed In Part By The U.S. Government
- Restrictions on Lobbying
- Solicitation Statistics Form
- Requirement for Written Subcontracts

DEFINITION OF TERMS

- **Bidder / Proposer** – identifies an entity that is responding to a bid or proposal.
- **Disadvantaged Business Enterprise (DBE)** – firms that meet the criteria specified in 49 CFR Part 26 and are certified by the Utah Uniform Certification Program (UUCP). Utah Transit Authority's DBE webpage is located at http://www.rideuta.com/mc/?page=DoingBusiness-DisadvantagedBusinessEnterprises
- **Good Faith Efforts** means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.
- **Race conscious DBE participation** includes any time a DBE wins a prime contract through customary competitive procurement procedures, is awarded a subcontract on a prime contract that carries a DBE goal.
- **Race neutral DBE participation** Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE participation, providing assistance in overcoming limitations such as inability to obtain bonding or financing, providing technical assistance and other services. A race neutral contract DOES NOT mean the contract goal is 0%.
- **UTA** - Utah Transit Authority.
- **UUCP** – Utah Uniform Certification Program. The UUCP is the only certifying entity for the U.S.

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Department of Transportation Disadvantaged Business Enterprise (DBE) Program in the State of Utah. Current DBE firms are found on the UUCP DBE directory, which is located at http://www.udot.utah.gov/main/f?p=100:pg:883653018429668:::1:T,V:2252.

DISADVANATEED BUSINESS ENTERRISE PROGRAM

Utah Transit Authority (Authority) shall not discriminate in the administration of its Disadvantaged Business Enterprise Program, or the requirements of 49 CFR Part 26. The Authority will take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Department of Transportation (DOT) assisted contracts. The Authority's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement.

It is the responsibility of each Bidder / Proposer to read, understand and comply with the Authority's DBE program and 49 CFR Part 26. The Authority's DBE Liaison Officer is available to help answer questions concerning the Authority's DBE program.

Implementation of the DBE program is a legal obligation and failure to carry out its terms will be treated as a violation of this agreement. Failure by the Authority to carry out the Authority's approved program may result in DOT-imposed sanctions as provided for under Part 26 and may, in appropriate cases, result in enforcement actions under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.) Bidders/ Proposers agree to indemnify the Authority for any such sanctions received as a result of the actions and omissions of Contractor or its subcontractors.

INSTRUCTIONS TO BIDDERS/ PROPOSERS

Bidders/ Proposers are required to complete and return Attachments A, A-1, A-2, A-3, and A-4 which obligates the Bidders/ Proposers to assert a good faith effort to attain the specified goal for DBE participation. A Bidder may satisfy the requirements of this section by having DBE status, by subcontracting portions of the work to DBEs, by entering into a joint venture with DBEs, or by submitting adequate documentation that a good faith effort to meet the goal was explored.

The attachments are defined as follows.

- **Attachment A – Equal Employment Opportunity and Disadvantaged Business Enterprise Statement**
  - **Attachment A-1 – Disadvantaged Business Enterprise Participation Form**
  - **Attachment A-2 – Sample Letter of Intent to Subcontract with a DBE Firm**
  - **Attachment A-3 – Good Faith Efforts Documentation form - Note:** Good Faith Efforts Documentation Form is not required when a bidder / proposer certifies that there exists no opportunity for subcontracting, when a DBE is the prime contractor, or the procurement is race neutral
  - **Attachment A-4 – Employment Practices / Equal Employment Opportunity Plan**

DBE CONTRACT GOAL

As required by 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of

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Transportation Programs", the Authority will annually adopt an overall DBE goal for goods and services procured under the Authority's federally assisted contracts. While the expected percentage of DBE participation may vary from contract to contract, the Authority sets a goal that it believes the overall goal to be realistically obtainable over the year.

The Contract DBE GOAL for this procurement is – Race Neutral

The amount of DBE participation will be determined by the dollar value of the work subcontracted to DBEs as compared to the total value of all work performed under this contract, and/or, by the percentage of the net profit which the parties agree will be shared by DBEs where a joint venture is entered into for the completion of the project.

COUNTING DBE PARTICIPATION TOWARD GOALS

When a DBE participates in a contract, the Authority will count only the value of the work actually performed by the DBE toward DBE goals. This information is documented on **ATTACHMENT A-1, DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM.** The Authority will include in this count the following:

1. The entire amount of that portion of a construction contract that is performed by the DBEs own forces. The cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate) is included in this amount.

2. The entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract provided the Authority determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work, only if the DBEs subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

4. When a DBE performs as a participant in a joint venture, the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces, is counted toward DBE goals.

5. Expenditures to a DBE contractor is counted toward DBE goals, only if the DBE is performing a commercially useful function on that contract.

A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, the

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DBE Liaison Officer will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and the DBE credit claimed for its performance of the work, and other relevant factors.

A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, the DBE Liaison Officer will examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the Authority will presume that it is not performing a commercially useful function.

When a DBE is presumed not to be performing a commercially useful function as provided in this section, the DBE may present evidence to rebut this presumption. The Authority may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.

REQUIREMENTS, TERMS, AND CONDITIONS

A Disadvantaged Business Enterprise is a firm that has been certified by the Utah Uniform Certification Program (UUCP) to meet the criteria in 49 CFR Part 26. Only firms certified by the UUCP can receive DBE credit on federally assisted projects in the State of Utah. Firms must be certified as a DBE prior to the contract award for UTA to receive credit for a DBE firm's participation on a contract.

1. Bidders/ Proposers who fail or refuse to complete and return the applicable certifications to this RFP shall be deemed non-responsive and will not be awarded a contract.

2. Where bidders/proposers intend to attain their goal for DBE participation by subcontracting or use of a joint venture, they must **complete and submit** the following certifications as applicable. **Attachments A, A-1, A-2, A-3, and A-4** with your bid.

3. All Bidders/ Proposers are required to submit written assurance of meeting contract goals in their bids/proposals and will submit: (1) names of DBE subcontractors; (2) a description of the work they are to perform; and (3) the dollar value of each proposed DBE subcontract. In order to be a responsive Bidder / Proposer, a Bidder/ Proposer must meet the specified DBE contract goal or demonstrate sufficient good faith efforts to do so. Meeting the contract goal or making sufficient good faith efforts to do so is no less than meeting technical specifications or complying with bid or proposal procedures, is a necessary condition of responsiveness.

4. The Bidder / Proposer expressed goal stated in the **ATTACHMENT A-1 – DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM,** shall express the commitment on part of Bidder/Proposer to the percentage of DBE utilization during the term of the contract.

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5. The commitment of the Bidder/Proposer to a specific goal is to meet DBE objectives and is not intended to be used and shall not be used, to discriminate against any qualified company or group of companies.

6. The Bidders/ Proposers must actively and aggressively seek to meet the specific contract goal for the project or the overall goal if an individual contract goal has not been set. In determining whether a Bidder/ Proposer has made good faith efforts to ensure DBE participation if awarded the contract, the Authority may consider, and the Bidder/ Proposer must be able to provide, evidence regarding the good faith efforts. This information is provided on **ATTACHMENT A-3, GOOD FAITH EFFORTS DOCUMENTATION FORM.** Good Faith Efforts Documentation Form A-3 is not required when a bidder / proposer certifies that there exists no opportunity for subcontracting, when a DBE is the prime contractor, or the procurement is race neutral.

The Authority will award a contract only to a Bidder / Proposer who makes good faith efforts to meet the established goal. A Bidder / Proposer has made good faith efforts if the Bidder / Proposer does either of the following:

Documents that it has obtained enough DBE participation to meet the goal; or
Documents that it has made adequate good faith efforts to meet the goal, including assurances that the Bidder/ Proposer has done the following:

(1) Attended any pre-solicitation or pre-bid meetings that were scheduled by the Authority to inform DBEs of contracting and subcontracting opportunities.
(2) Advertised information concerning the subcontracting opportunities in general circulation, trade association, and minority-focused media.
(3) Provided written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited, in sufficient time to allow the DBEs to participate effectively.
(4) Followed up initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested.
(5) Selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation).
(6) Provided interested DBEs with adequate information about the plans, specifications, and requirements of the contract.
(7) Negotiated in good faith with interested DBEs, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.
(8) Assisted interested DBEs in obtaining bonding, lines of credit, or insurance required by the Authority or the Bidders/ Proposers, and.
(9) Used the services of available minority community organizations; minority contractor's groups; local, state, and Federal minority business assistance offices and other organizations that provide assistance in the recruitment and placement of DBEs.

For further guidance and additional steps to take concerning good faith efforts, see 49 CFR Part 26. A copy is included in the Authority's DBE Plan. The Authority's DBE Plan is available from the

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Authority upon request.

If the Authority determines that the apparent successful Bidder/ Proposer has failed to meet the foregoing requirements, before awarding the contract the Authority will provide the Bidder/ Proposer an opportunity for administrative reconsideration. As part of this reconsideration, the Bidder/ Proposer will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Authority's decision on reconsideration will be made by a DBE Administrative Hearing Officer. The Bidders/ Proposers will be given the opportunity to meet in person with the Authority's reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The Authority will send the Bidders/ Proposers a written decision on reconsideration, explaining the basis for finding that the Bidders/ Proposers did or did not meet the goal or make adequate good faith efforts to do so. The result of this reconsideration process is not administratively appealable to DOT.

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INSTRUCTIONS TO ALL CONTRACTORS

1. Termination of DBE Subcontractors. No contractor may terminate for convenience a DBE subcontractor listed in response to this request (or an approved substitute DBE firm) and then perform the work of the terminated subcontractor with its own forces or those of an affiliate, without the Authority's prior written consent.

   When a DBE subcontractor is terminated or fails to complete its work on the contract for any reason, the prime contractor must make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts must be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal the Authority established for the procurement.

   The Authority reserves the right to order completion of the work (that was subcontracted to a DBE who is unable to perform successfully), by any of the following three methods:

   a. Modify or renegotiate the contract to compensate for reasonable extra costs or time necessary to obtain a DBE replacement.
   b. Modify or renegotiate the contract to provide for the completion of the work by the prime contractor.
   c. Order the work completed by the prime contractor to be reimbursed as provided for in subsection 00910, Force Account Work of the Standard Specifications.

   Termination of a DBE subcontractor in contravention of these requirements will be a material breach of the contract and will result in forfeiture by the Contractor of the contract amounts that should have been accomplished by DBE participation.

   This section will also apply to DBE Bidder / Proposer for prime contracts. In determining whether a DBE Bidder / Proposer for a prime contract has met the established contract goal, the Authority will count the work the DBE has committed to perform with its own forces as well as the work that it has committed to be performed by DBE subcontractors and DBE suppliers.

2. Prompt payment mechanisms as an inducement for DBE participation. The Contractor will pay all subcontractors for satisfactory performance of their contracts no later than thirty (30) days from receipt of each payment the Authority makes to Contractor.

3. Contractor will return retainage payments to the subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed, unless Contractor has received its retention proceeds from the Authority, then the preceding paragraph will apply. The prime contractor cannot withhold retainage past 30 days. This clause applies to both DBE and non-DBE subcontracts.

4. Upon notification to the Authority that appropriate payments have not been made by Contractor to its subcontractors, the Authority will give written notice to Contractor that it has breached the contract. If Contractor fails to immediately correct the breach, the Authority may elect to withhold from future payments due Contractor monies sufficient to pay the outstanding amounts due subcontractors. Contractor will be responsible to pay interest at the statutory rate on the amounts it

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owes subcontractors for amounts not paid when originally due. Repeated or continued failure by Contractor to make appropriate payments to subcontractors will be a material breach of the contract and may result in termination of the contract and denial of future opportunities to bid on the Authority's projects.

5. The Contractor will maintain those records and documents for three (3) years following performance of the contract which indicate compliance with these DBE requirements. These records and documents, or copies thereof, will be made available at reasonable times and places for inspection by any authorized representative of the Authority and will be submitted to the Authority upon request; together with any other compliance information which such representative may require.

6. Monitoring. The Authority's DBE Liaison Officer will monitor the work committed to DBEs under this contract to determine what work is actually performed by the DBEs. Contractor will provide all information requested by the DBE Liaison Officer to enable the Authority to keep a running tally of DBE attainments (e.g., payments actually made to DBE firms). The Authority will give credit for DBE participation toward overall or contract goals only when payments are actually made to DBE firms.

7. DBE Financial Institutions. The Authority continues to seek services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in its geographic area. To date, no such financial institutions exist in the State of Utah. The Authority will encourage prime contractors to use such institutions as they are identified.

A hard copy of the directory is available upon request to the UTA DBE Liaison Officer, located in the Authority's Civil Rights Office.

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ATTACHMENT A: EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE STATEMENT

The undersigned states on behalf of the Bidder / Proposer ___Kinetech Cloud, LLC_____.

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

B. Bidder / Proposer designates --

Name_____Michael Guido_____

Title_____CEO_____

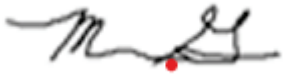
as the person assigned the responsibility for securing compliance with and reporting progress to the Bidders/Proposers and UTA's Civil Rights Office on all EEO efforts initiated and taken.

C. Bidder / Proposer will cooperate fully with UTA and ensure equal employment opportunity to the maximum extent possible during the term of this contract. Attachment A-4 must be completed and submitted. If the Bidder / Proposer employs 50 or more persons and or will be entering into a contract hereunder in an amount of $50,000 or more, then an EEO Plan for employment of minorities and women must be submitted. UTA will further be kept fully informed of any refusals by unions or others to cooperate with UTA's and the Bidder / Proposer EEO and DBE requirements.

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

Company Name:__Kinetech Cloud____

Address:_8526 Valdor Ave, San Antonio, TX 78216_



Signed:____Michael Guido_____

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Title:_____CEO_____

Phone Number:_____210-422-0081_____

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ATTACHMENT A-1: DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM

DBE PROJECT GOAL: Race Neutral

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

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

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

DBE Name & Address	Description of Work	$ Amount of Participation	% of Total Price
_____	_____	$_____	_____%
_____	_____	$_____	_____%
_____	_____	$_____	_____%
_____	_____	$_____	_____%

(Attach additional sheets if necessary)

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

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

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ATTACHMENT A-1: DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM (continued)

Date: 10/31/23

Company Name: Kinetech Cloud



Signature:

Printed Name: Michael Guido

Title: CEO

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

(COMPANY LETTERHEAD)

(*DATE)*

(DBE)
(Name and Address)

Reference: (*Project Name and Bid/Proposal Number)*

(Appropriate Salutation)

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

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

DBE firm has read and certifies to the above:	**Prime Contractor:**
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

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

THE SUCCESSFUL BIDDERS/ PROPOSERS SHALL REQUIRE ALL SUBCONTRACTORS TO COMPLETE AND SUBMIT THE FEDERAL CERTIFICATION ATTACHMENTS A, A-1, A-2, A-3, A-4, B, C, D, E, F AND G IF APPLICABLE.

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ATTACHMENT A-3: GOOD FAITH EFFORTS DOCUMENTATION FORM

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

Firm Name	Contact Person	Area of Expertise	Date	Response	

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

Date:_____

Signature:_____

Printed Name:_____

Title:_____

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ATTACHMENT A-4: EMPLOYMENT PRACTICES / EEO PLAN

No subcontractors planned - Kinetech Cloud

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

Prepared By: _____
(Print name & title)

Solicitation No. _____

Name of Project _____

Location of Workforce _____

Prime Contractor _____

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

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

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

_____
Signature and Title of Company Official (Contractor

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ATTACHMENT B: BUY AMERICA and BUY AMERICAN/BUILD AMERICA CERTIFICATE

Solicitation No._23-03717RWv2

Exhibit ___
UTAH TRANSIT AUTHORITY
BUY AMERICA & BUY AMERICA/BUILD AMERICA CERTIFICATE

(Federally assisted Contract)

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

- ○ **CERTIFICATE OF COMPLIANCE** The bidder or offeror hereby certifies that it *will comply* with the requirements of 49 USC 5323(j)(1) and the applicable 49 CFR part 661 and also the new requirements of Public Law 117-58, Sections 70901-52.

--OR—

- ○ **CERTIFICATE FOR NON-COMPLIANCE WITH SECTION 165(a).** The offeror hereby certifies that it *cannot comply with* the requirements of 49 USC 5323(j) or Pub. L. 117-58, but it *may qualify for an exception* to the requirement pursuant to 49 USC 5323 (j)(2), t, as amended, and the applicable regulations in 49 CFR Part 661.7.

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

- ○ **CERTIFICATE OF COMPLIANCE WITH SECTION 165(b) (3.).** The offeror hereby certifies that it *will comply with* the requirements of 49 USC 5223(j), as amended, and the applicable regulations of 49 CFR Part 661.11.

--OR-

- ○ **CERTIFICATE FOR NON-COMPLIANCE WITH SECTION 165(b)(3).** The offeror hereby certifies that it *cannot comply* with the requirements of 49 USC 5323(j), as amended, but may *qualify for an exception* to the requirement consistent with 49 USC 5323(j)(2)(C), and, as amended, and the applicable regulations in 49 CFR Part 661.7.

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

_____ _____
Signature Date

_____
Title

_____
Name of Company/Offeror

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ATTACHMENT C:

ASSURANCE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR EXCLUSION

(For all contracts)

Bidder or Proposer hereby affirms that in accordance with 2 CFR Part 180, Subpart C and 2 CFR Part 1200, neither it, nor any of its principals, nor its lower tier subcontractors, nor their principals are currently debarred, suspended, or otherwise excluded from or ineligible to receive a contract financed by the U.S. Government.



_____
Signature of the Bidder or Proposer Authorized Official

__Michael Guido, CEO_____
Name and Title of the Bidder or Proposer Authorized Official

__10/31/23_____
Date

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ATTACHMENT D: CERTIFICATION OF RESTRICTIONS ON LOBBYING

(For contracts exceeding $100,000)

I, Michael Guido, CEO, hereby certifies
(Name and Title of Company Official)

on behalf of Kinetech Cloud that:
(Name of Company)

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

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

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

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code.

Executed this 31 day of October, 2023.



By _____
(Signature of Authorized Official)

CEO
(Title of Authorized Official)

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ATTACHMENT E: SOLICITATION STATISTICS

Dear Subcontractor:

The Utah Transit Authority maintains bidding statistics, regarding **ALL** firms bidding on prime contracts and **subcontracts** on DOT-assisted projects in accordance with the federal regulation 49 CFR Part 26.11. Include copies of this form with your bid package to **ANY SUBCONTRACTORS**. Return the form from each proposer **with your bid package**, both Disadvantaged Business Enterprises' (DBE) and non-DBEs (A DBE is a firm that meets the criteria in 49 CFR 26). Thank you for your assistance with this request

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

Firm Name: _____

Firm Address: _____

_____

_____

Status: Non-DBE ____ DBE ____

Company's Type of Work:_____

Month/Year firm started: _____

Company Owner(s) Ethnic Background (optional)

____African American	____ Asian	____Male
____Hispanic	____ Native American	____Female
____ Polynesian	____ Caucasian	____Other _____

Annual Gross Receipts of the Firm: (check one)

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

Name of Solicitation: _____

DocuSign Envelope ID: 1E500D27-F78E-4DD1-BFBC-858B7D5E44F5

ATTACHMENT F: Requirement for Written Subcontracts and Flow down of Required Clauses

(To be submitted with Bid or Proposal)

Bidder or Proposal hereby agrees that, should it receive the award of a contract under this procurement, it will establish written subcontracts for all contract work provided by subcontractors at any tier and that it will ensure that all applicable FTA requirements and clauses are flowed down to subcontractors at all tiers.

Company Name: __Kinetech Cloud___



Signed by: ___Michael Guido_____

Title: _____CEO_____

Date: ____10/31/23_____

APPENDIX II - FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES

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

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

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

1. FLY AMERICA REQUIREMENTS

49 U.S.C. §40118
41 CFR Part 301-10.131 - 301-10.143

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

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

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

2. BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)

49 U.S.C. 5323(h)
49 CFR Part 661

Pub. L. 117-58 (Nov. 15, 2021) (Buy America Build America)

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

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

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

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

Definitions:

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

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

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

‘‘Project’’ means the construction, alteration, maintenance, or repair of infrastructure in the United States.

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

3. CHARTER BUS REQUIREMENTS

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

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

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

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

4. **SCHOOL BUS REQUIREMENTS**

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

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

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

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

5. CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 55305

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

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

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated,

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

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

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

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

(1) Declaring the existence of an emergency justifying a waiver; and

(2) Notifying the appropriate agencies of the waiver.

(d) Programs of Other Agencies. -

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

(2) The Secretary-

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

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

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

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

(e) Security of Government-Impelled Cargo. -

(1) In order to ensure the safety of vessels and crewmembers transporting equipment, materials, or commodities under this section, the Secretary of Transportation shall direct each department or agency

(except the Department of Defense), when responsible for the carriage of such equipment, materials, or commodities, to provide armed personnel aboard vessels of the United States carrying such equipment, materials, or commodities if the vessels are transiting high-risk waters.

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

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

6. SEISMIC SAFETY REQUIREMENTS

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

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

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

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

7. SPECIAL DOL EQUAL EMPLOYMENT CLAUSE

41 CFR Part 60

See Section 25 – Contract Clause Civil Rights Requirements

8. ENERGY CONSERVATION REQUIREMENTS

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

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

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

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

9. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251 - 1377

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

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

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

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

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

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

10. BUS TESTING

49 U.S.C. 5318(e)
49 U.S.C. 5323(c)
49 CFR Part 665

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

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

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

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

11. PRE-AWARD AND POST-DELIVERY AUDITS REQUIREMENTS

49 U.S.C. 5323
49 C.F.R. 661.12
49 CFR Part 663

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

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

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

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

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

(1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Firm certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; 2) The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit a) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or b) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

12. LOBBYING

31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

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

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

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

13. ACCESS TO RECORDS AND REPORTS

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

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

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

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

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

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

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

(2) Where UTA or a sub-grantee of UTA in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a) 1) through other than competitive bidding, the Contractor shall make available records related to the contract to UTA, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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

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

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

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

14. FEDERAL CHANGES

49 CFR Part 18

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

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

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

15. BONDING REQUIREMENTS

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

16. CLEAN AIR

42 U.S.C. 7401 – 7601(q)
40 CFR 15.61
49 CFR Part 18

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

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

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

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

17. RECYCLED PRODUCTS

42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873

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

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

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. The contractor agrees to comply with the U.S. Environmental Protection Agency (US EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 CFR part 247.

18. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(C) In the event the consultant, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting

Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with thirty (30) days of receipt and shall advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

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

(2) **Wage Determinations to be Updated in Certain Cases** - A Wage Determination will be updated after contract award under the following circumstances: (1) a contract or order is changed to include additional substantial construction that is NOT WITHIN THE SCOPE OF WORK; (2) the contract or order is changed to require the contractor to perform for an additional period of time exceeding 120 days, including when an option is exercised under a contract or order; or (3) ANNUALLY, for a contract such as an IDIQ, on-call or task order contract where construction occurs over a period of time and is not tied to completion of a specific project.

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

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

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

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

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a) (3) (i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

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

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

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

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

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

(5) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Consultant's or Sub-consultant's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the

contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

(6) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract. Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(7) Subcontracts - The contractor or sub-contractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier sub-contractor with all the contract clauses in 29 CFR 5.5. (7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a sub-contractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10)**Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or Contractor who has an interest in the consultant's Contractor is a person or Contractor ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or Contractor ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by §5.5(a) or §4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any sub-contractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and sub-contractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or sub-contractor under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or sub-contractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in §5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or sub-contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or sub-contractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or sub-contractor will permit such representatives to interview employees during working hours on the job.

(The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:

[48 FR 19540, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 55 FR 50150, Dec. 4, 1990; 57 FR 28776, June 26, 1992; 58 FR 58955, Nov. 5, 1993; 61 FR 40716, Aug. 5, 1996; 65 FR 69693, Nov. 20, 2000; 73 FR 77511, Dec. 19, 2008]

Effective Date Note: At 58 FR 58955, Nov. 5, 1993, §5.5 was amended by suspending paragraph (a)(1)(ii) indefinitely.

19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

29 CFR Part 5 40
U.S.C. 3701 et seq.
40 U.S.C. 3702

Applicability to Contracts: The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, *et seq.* The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from … the [Federal] Government." 40 USC 3701(b) (1) (B) (iii) and (b) (2), 29 CFR 5.2(h), 49 CFR 18.36(i) (6).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work" with a value greater than $100,000. These no construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items." 40 USC 3707, 41 USC 403 (12) **Flow down Requirements**: Applies to third party contractors and sub-contractors.

(1) **Overtime requirements** - No contractor or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any sub-contractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and sub-contractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - UTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or sub-contractor under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The Contractor or sub-contractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in paragraphs (1) through (4) of this section.

20. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts: Applicable to all contracts.

Flow down Requirements: This concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

No Obligation by the Federal Government.

(1) UTA and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to UTA, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the sub-contractor who will be subject to its provisions.

21. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.
49 CFR Part 31
18 U.S.C. 1001
49 U.S.C. 5307

Applicability to Contracts: These requirements are applicable to all contracts.

Flow down Requirements: These requirements flow down to contractors and sub-contractors who make, present, or submit covered claims and statements.

Program Fraud and False or Fraudulent Statements or Related Acts

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

(3) The Contractor agrees to include the above two (2) clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the sub-contractor who will be subject to the provisions.

22. TERMINATION

49 CFR Part 18
FTA Circular 4220.1F

Applicability to Contracts: These requirements are applicable to all contracts over $100,000.

Flow down Requirements: These requirements flow down to contractors and sub-contractors over $100,000.

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

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

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

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

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

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

e. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete it by contract or otherwise, and may take

possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

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

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

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

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

23. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT)
49 CFR 18
2 CFR 1200
2 CFR 180
Executive Orders 12549 and 12689

Background and Applicability: In addition to the contracts covered under 2 CFR 180.220(b) of the OMB guidance, this part applies to any contract, regardless of tier, that is awarded by a consultant, subconsultant, supplier, Consultant, or its agent or representative in any transaction, if the contract is to be funded or provided by the Department of Transportation under a covered non-procurement transaction and the amount of the contract is expected to equal or exceed $25,000. This extends the coverage of the Department of Transportation non-procurement suspension and debarment requirements to all lower tiers of subcontracts under covered non-procurement transactions, as permitted under the OMB guidance at 2 CFR 180.220(c) (see optional lower-tier coverage in the figure in the appendix to 2 CFR part 180).This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

These provisions apply to all UTA contracts and subcontracts at any level expected to equal or exceed $25,000 as well as any contract or subcontract (at any level) for federally required auditing services. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, contractors, and sub-contractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System (EPLS), (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract.

Grantees, contractors, and sub-contractors who enter into covered transactions also must require the entities they contract with to comply 2 CFR 180 and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Flow down Requirements: These requirements flow down to contractors and sub-contractors at all levels.

Suspension and Debarment: This contract is a covered transaction for purposes of 49 CFR Part 18. As such, the contractor is required to verify that none of the consultant, its principals, are excluded or disqualified as defined under Executive Orders Nos. 12549 and 12689.

The contractor is required to comply with 2 CFR 1200 and must include the requirement to comply with 2 CFR 1200, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the Firm certifies as follows:

The certification in this clause is a material representation of fact relied upon by UTA. If it is later determined that the Firm knowingly rendered an erroneous certification, in addition to remedies available to UTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Firm agrees to comply with the requirements 2 CFR 180 while this offer is valid and throughout the period of any contract that may arise from this offer. The Firm further agrees to include a provision requiring such compliance in its lower tier covered transactions.

24. PRIVACY ACT

5 U.S.C. 552

Applicability to Contracts: When UTA maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

Flow down Requirements: The Federal Privacy Act requirements flow down to each third-party contractor and their contracts at every tier.

Contracts Involving Federal Privacy Act Requirements: The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor, or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

25. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

1. The Contractor will be required to comply with these applicable civil rights, nondiscrimination, and equal employment opportunity laws and regulations:
   i. 49 CFR Part 21, 49 CFR Part 25, 49 CFR Part 26, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, 20 U.S.C. §§ 1681 – 1683 and 1685 – 1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, et seq., 42 U.S.C. § 290dd – 290dd-2, 42 U.S.C. § 2000d, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6101 – 6107, 42 U.S.C. § 12101, et seq., 42 U.S.C § 12132, 49 U.S.C § 5307 (c)(1)(D)(ii), 49 U.S.C § 5332, 29 CFR Part 1630, 41 CFR Part 60, 29 U.S.C. § 623, 42 U.S.C. § 2000e, 42 U.S.C. § 12112.49 U.S.C. § 5325 (k). Fixing America's Surface Transportation (FAST) Act, Public Law No: 114-94, as may be amended.

2. The Civil Rights requirements flow down to all third-party sub-contractors and their subcontracts at every tier.

3. The following requirements apply to a contract awarded as a result of this solicitation:

   i. Nondiscrimination - In accordance with U.S. Department of Transportation (DOT) regulations at 49 CFR Part 21, 49 CFR Part 25, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, the Rehabilitation Act of 1973, as amended, 20 U.S.C. §§ 1681 – 1683 and 1685 – 1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 290dd – 290dd-2, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6102, 42 U.S.C. § 6101 – 6107, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, 42 U.S.C. § 12132, Federal transit law 49 U.S.C § 5307 (c)(1)(D)(ii), Federal transit law 49 U.S.C. § 5332, FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients.”, DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations, Executive Order No. 13166 and DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (70 FR 74087, Dec. 14, 2005), the Contractor agrees that it will comply with the identified Federal laws and regulations, pertaining to UTA programs and activities, to ensure that no person will be denied the benefits of, or otherwise be subjected to, discrimination (particularly in the level and quality of transportation services and transportation-related benefits) on the bases of race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, gender expression, age, marital status, genetic information, medical condition, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations, other implementing requirements that DOT or FTA may issue, and any other applicable Federal and State of Utah statutes and/or regulations that may be signed into law or promulgated.

   ii. Equal Employment Opportunity - The following equal employment opportunity requirements apply to a contract awarded as a result of this solicitation:
      a) Race, Color, Ancestry, Marital Status, Medical Condition, Genetic Information, Religion, National Origin, Sex, Sexual Orientation, Gender Identity, Gender Expression - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, 49 U.S.C. § 5332, FTA Circular 4704.1, “Equal Employment Program Guidelines for Grant Recipients”, and , the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, including "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60, et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), Fair Employment and Housing Act, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect Bidder agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, ancestry, religion, marital status, medical condition, genetic information, national origin, sex, sexual orientation, gender identity, gender expression, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements that DOT, or FTA may issue, and any other applicable Federal statutes that may be signed into law or Federal regulations that may be promulgated.
      b) Sex – The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1975, as amended, 20 U.S.C. § 1681, and 49 CFR part 25. In addition, the Contractor agrees to comply with any implementing requirements that DOT, or FTA may issue.

c) Age - The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, 45 CFR part 90, the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, and Equal Employment Opportunity Commission (EEOC) implementing regulations 29 CFR part 1625. In addition, the Contractor agrees to comply with any implementing requirements that DOT, or FTA may issue.

d) Disabilities - The Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794(d), 36 CFR part 1194, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101, 49 CFR parts 27, 37, 38, and 39, and FTA Circular 4710.1, "Americans with Disabilities Act: Guidance". In addition, the Contractor agrees to comply with any implementing requirements that DOT, or FTA may issue.

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

26. ADA ACCESS REQUIREMENTS

49 U.S.C. § 5301, 29 U.S.C. § 794, 42 U.S.C. § 12101

Applicability to Contracts: The Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

27. BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18
FTA Circular 4220.1F

Applicability to Contracts: All contracts in excess of $100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down Requirements: The Breaches and Dispute Resolutions requirements flow down to all tiers.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of UTA. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the UTA. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of UTA shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance During Dispute - Unless otherwise directed by UTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AUTHORITY and the CONTRACTOR arising out of or relating to

this agreement or its breach will be decided by mediation under the auspices of a JAMS mediator. (https://www.jamsadr.com). If JAMS mediation is unsuccessful in resolving the dispute, either party may bring the matter to a court of competent jurisdiction within the State of Utah.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the AUTHORITY or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by UTA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

28. PATENT AND RIGHTS IN DATA

37 CFR Part 401
49 CFR Parts 18 and 19

Applicability to Contracts: Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual.

Flow down Requirements: The Patent and Rights in Data requirements apply to all contractors and their contracts at every tier.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. **Rights in Data** - The following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, UTA or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may UTA or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by UTA or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, UTA and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for UTA or Consultant's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, UTA and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by UTA or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither UTA nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by UTA or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that UTA or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Consultant's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), UTA and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in

U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Contractors under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. **Patent Rights** - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign

country, UTA and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Consultant's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), UTA and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Contractors Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

29. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

49 U.S.C. § 5310, § 5311, and § 5333
29 CFR Part 215

Applicability to Contracts: The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

Flow down Requirements: These provisions are applicable to all contracts and subcontracts at every tier.

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to UTA's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.§ 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

30. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Section 1101(b) of MAP-21 (23 U.S.C. § 101 note)

1. UTA encourages DBE participation in this solicitation. In order to qualify as a DBE, a Contractor, or a Contractor's sub-contractor, must be certified as a DBE under 49 CFR Part 26. As a recipient of Federal funds, UTA must comply, and ensure that it's Contractor(s) comply with 49 CFR Part 26 and Section 1101(b) of the Fixing America's Surface Transportation Act (FAST Act).

2. DBE Requirements/DBE Obligation:

   i. The Contract to be awarded may be funded in part by the U.S. Department of Transportation (DOT) FTA. As a condition of financial assistance agreements between UTA and the U.S. DOT, UTA has established a DBE Program and overall triennial DBE goal in accordance with Title 49 CFR, Part 26.
   ii. The Contract to be awarded may be funded in part by the U.S. DOT FTA. As a condition of financial assistance agreements between UTA and the U.S. DOT, UTA has established a DBE Program and overall triennial DBE goal in accordance with Title 49 CFR, Part 26.

   iii. Pursuant to Race-Neutral DBE policy directive issued by the U.S. DOT, UTA will strictly utilize race-neutral measures to meet its overall DBE goals and objectives. Contractors are encouraged to afford small businesses, including DBEs, an equitable opportunity to compete for and perform on a contract resulting from this solicitation.
   iv. The Contractor, and any of its sub-contractors, are to ensure that DBE as defined in 49 CFR Part 26 have equal opportunities to participate in the performance of UTA contracts. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the equal opportunities to compete for and are awarded contracts. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this U.S. DOT-assisted contract. Each subcontract the Contractor signs with a sub-contractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
   v. 1101(b) of the FAST Act extends the Federal statutory requirement that FTA make available at least 10 percent (10%) of its funding under that Act for contracts with small business concerns owned and controlled by socially and economically disadvantaged people. UTA and subrecipients (Contractor and its sub-contractors) of FTA-funding assists FTA in meeting this national goal. To receive FTA assistance, UTA and sub-recipients (Contractor and its sub-contractors) of FTA funding must comply with applicable requirements of DOT regulations 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs".

3. DBE Financial Institutions

   i. The Contractor is to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage sub-contractors to make use of these institutions also.
   ii. A list of Minority Owned Banks is on the Federal Reserve website at http://federalreserve.gov/releases/mob/current/default.htm. The Federal Reserve website is updated periodically.
   iii. The Contractor is encouraged to use the services offered by banks in the community which are owned and controlled by minorities or women when feasible and beneficial.

4. DBE Reporting and Certification

   i. Monthly reporting requires the submittal of a "Monthly Sub-contractor Payment Report", which is used by UTA to verify payments to DBE and non-DBE sub-contractors. When completing this form, the Contractor must designate DBE sub-contractors by placing an asterisk in front of their name. As Federal law requires that UTA have proof of payment to a DBE sub-contractor, the subcontractor must initial the form and verify payment received. Failure to submit a properly executed form will result in delayed payment. Failure to submit these reports in a timely manner may result in a penalty of $10 per day, per report.
   ii. In order for the Contractor to submit a properly executed "Monthly Sub-contractor Payment Report," the Contractor must verify that Sub-contractors DBE certification is current at time of payment.
   iii. Certified Contractors can be found at the UTAH UNIFIED CERTIFICATION PROGRAM (UUCP) DISADVANTAGED BUSINESS ENTERPRISE (dbe) DIRECTORY: **https://drive.google.com/file/d/1r6n4o9F14jFEqtINICrFxrfiAs9948ho/view**

5. DBE Contract Assurance (49 CFR 26.13)

   i. UTA does not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. UTA takes all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT assisted contracts. UTA's DBE Program as required by 49 CFR Part 26 and as approved by U.S. DOT will be is incorporated by reference into the contract resulting from this solicitation.
   ii. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate, which may include, but is no limited to:
      a. Withholding monthly progress payments;
      b. Assessing sanctions;
      c. Liquidated damages; and/or
      d. Disqualifying the Contractor from future bidding as non-responsible.

6. DBE Prompt Payment (49 CFR 26.29)

   i. Not later than ten (10) days after receipt of each progress payment from UTA, the successful Offeror shall pay to any sub-Contractor performing any work, the respective amounts allowed to

   the successful Offeror for work performed by the sub-Contractor, to the extent of each subcontractor's interest therein, unless otherwise agreed to in writing. In addition, for projects that invoice only at the completion of the project, within seven (7) days of the successful Offerors receipt of released retention from UTA upon completion of the project the successful Offeror shall pay each of its sub-Contractors from whom retention has been withheld, each sub-Contractors share of the retention received., For projects that issue progress payment invoices, upon incremental acceptance of any portion of the work by UTA, the successful Offeror shall pay each of its sub-Contractors from whom retention has been withheld, each subcontractor shares of the retention received.

   ii. Failure to comply with these provisions or delay in payment without prior written approval from UTA will constitute noncompliance, which will result in appropriate administrative sanctions, including, but not limited to a penalty of 2% of the amount due per month for every month that payment is not made.

31. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS FTA Circular 4220.1F

Applicability to Contracts: The incorporation of FTA terms applies to all contracts and subcontracts at every tier.

Flow Down Requirements The incorporation of FTA terms has unlimited flow down.

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the most current FTA Circular 4220, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any UTA requests which would cause UTA to be in violation of the FTA terms and conditions.

32. DRUG AND ALCOHOL TESTING

49 U.S.C. §5331
49 CFR Part 655
49 CFR Part 382

Applicability to Contracts: The Drug and Alcohol testing provisions apply to Operational Service Contracts.

Flow down Requirements: Anyone who performs a safety-sensitive function for the recipient or subrecipient is required to comply with 49 CFR 655 as amended by MAP-21, with certain exceptions for contracts involving maintenance services. Maintenance Contractors for non-urbanized area formula program grantees are not subject to the rules. Also, the rules do not apply to maintenance sub-contractors.
Drug and Alcohol Testing: The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The contractor agrees further to certify annually its compliance with Part 655 before June 30 and to submit the Management Information System (MIS) reports before January 15 to UTA. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

33. TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATIONS

49 CFR Part 26

49 CFR §26.49 Contractor must submit to UTA a certification from each transit vehicle manufactures those desires to bid or propose upon a DOT-assisted transit vehicle procurement that it has complied with the requirements of 49 CFR §26.49. UTA may, however, with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of complying through the overall goalsetting procedures.

34. METRIC REQUIREMENTS

15 U.S.C. §§205
2007-Pub. L. 110–69

As required by U.S. DOT or FTA, UTA agrees to use the metric system of measurement in its Project activities, pursuant to the Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. §§ 205a *et seq.*; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. § 205a note; and other U.S. DOT or FTA regulations, guidelines, and policies. To the

extent practicable and feasible, the UTA agrees to accept products and services with dimensions expressed in the metric system of measurement.

35. NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS (ITS) ARCHITECTURE AND STANDARDS
23 U.S.C. Section 517(d)

23 U.S.C. §502

Intelligent transportation system (ITS) property and services must comply with the National ITS Architecture and Standards to the extent required by 23 U.S.C. Section 517(d) and FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 FR 1455 et seq., January 8, 2001, and later published policies or implementing directives FTA may issue. Consequently, third party contracts involving ITS are likely to require provisions to ensure compliance with Federal requirements.

36. CORRIDOR PRESERVATION

49 U.S.C. 5323(q)

The Recipient agrees not to develop right-of way acquired under 49 U.S.C. § 5323(q), as amended by MAP-21, in anticipation of its Project until all required environmental reviews for that Project have been completed.

37. VETERANS EMPLOYMENT

49 U.S.C. 5325 (k)

Veterans Employment. As provided by 49 U.S.C. § 5325(k):

a. To the extent practicable, Contractor agrees that it:
   1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third-party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and
   2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and

b. Contractor also assures that its sub-contractor will:

   1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third-party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and

   2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

38. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

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

"Covered telecommunications equipment or services" is telecommunications or video surveillance equipment or services produced by:

a. Huawei Technologies Company
b. ZTE Corporation
c. Hytera Communications Corporation
d. Hangzhou Hikvision Digital Technology Company
e. Dahua Technology Company
f. Any subsidiary of the above listed entities.

39. **NOTIFICATION TO FTA and DOT**

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor o must promptly notify UTA so that UTA may promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Contractor or Recipient is located. The Contractor must include a similar notification requirement in subcontracts at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
(3) The Contractor must promptly notice UTA and UTA must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region 8, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a contractor or person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

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REQUEST FOR PROPOSALS

Part 5 – Forms

PROPOSAL FORMS AND DECLARATIONS

TO: RICK WILSON, Procurement and Contracts Specialist Utah Transit Authority
669 West 200 South
Salt Lake City, Utah 84101

Having examined all the documents, general conditions and instructions, and work scope entitled "RFP 23-03717RW v2 eVoucher Program", dated October 24, 2023 the undersigned requests consideration to furnish the services required by said documents exclusive of all Federal excise taxes, local sales and use taxes for the sum as mutually agreed to in the final contract documents.

A. ADDENDA

The undersigned bidder/proposer acknowledges receipt of the following addenda:

Addendum No.____Date_____ Addendum No.____Date Not Applicable

Addendum No.____Date_____ Addendum No.____Date DS MTG

Failure to acknowledge receipt of all addenda may cause the bid/proposal to be rejected as non-responsive.

B. Disclosure of Organizational Conflicts of Interest

An organizational conflict of interest means that because of other activities, relationships, or contracts, the Proposer is unable, or potentially unable, to render impartial assistance or advice to UTA; a Proposer's objectivity in performing the work identified in this RFP is or might be otherwise impaired; or a Proposer has an unfair competitive advantage. If a Proposer believes that it has, or may have, a real or perceived organizational conflict of interest, it must disclose such real or perceived organizational conflict of interest in its Proposal, and describe the measures taken by the Proposer to mitigate such conflict. UTA will review such information and, in its sole discretion, determine whether a real or perceived organizational conflict of interest exists, and whether such conflict warrants disqualification of the Proposer, or may be mitigated by taking further measures. By signing the Declaration contained below, Proposer certifies that it is unaware, to the best of its knowledge and belief, of any organizational conflict of interest.

C. No Collusion

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By submitting a Proposal, the Proposer represents and warrants that its Proposal is genuine and not a sham, and that the Proposer has not colluded with any other parties regarding this procurement process. If UTA learns that the Proposal is not genuine, or that the Proposer did collude with other parties, or engaged in any anti-competitive or fraudulent practices in connection with this procurement process, UTA may immediately terminate any resulting contract and seek any remedies available in equity or at law

D. E-VERIFY

Each Proposer and each person signing on behalf of any Proposer certifies as to its own entity, under penalty of perjury, that the named Proposer has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including UCA Section 63G-12-302.

Signing the Proposal is deemed the Proposer's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including Utah Code Ann. § 63G-12-302.

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

UTA will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section. Furthermore, non-compliance with this section is a material breach of the Contract.

E. SUBCONRACTOR CAPABILITY

The undersigned bidder/proposer certifies that it and each of its subcontractors possess an adequate supply of workers qualified to perform the work specified herein; that there is no existing or impending dispute between it and any labor organization; and that it is prepared to comply fully with prevailing wage requirements, minimum wages, maximum hours of work, and equal opportunity provisions contained in the general conditions of the contract.

F. UTAH ANTIDISCRIMINATION ACT:

Offeror hereby declares that it is and will remain fully compliant with the provisions of the Utah Anti-discrimination Act (UTAH CODE §§ 34A-5-101 TO 34A-5-108) and the equivalent anti- discrimination laws of its State of incorporation and/or headquarters location. Under the Act, an employer may not refuse to hire, promote, discharge, demote, or terminate a person, or to retaliate against, harass, or discriminate in matters of compensation or in terms, privileges, and conditions of employment against a person otherwise qualified, because of: race, color, sex, pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national

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origin; disability; sexual orientation; or gender identity.

In addition to avoiding discriminatory employment practices as described above, Offeror also declares that all goods and services it provides to UTA are useable and accessible by individuals with disabilities as described in Title II of the American with Disabilities Act and also Section III
(H) of UTA Policy 6.1.1 which states that programs, services, and facilities procured by UTA will be accessible to and useable by individuals with disabilities. Offeror further certifies that any digital software, tool, program or web application must meet the most recent version of the Web Content Accessibility Guidelines (WCAG) found at https://www.w3.org/TR/WCAG21. To the extent Offeror is providing transportation services, vehicles or facilities it also declares that it is in compliance with Department of Transportation (DOT) ADA standards found at 49 CFR Parts 27, 37, 38, and 39.

G. UTAH ANTI-BOYCOTT OF ISRAEL ACT:

Offeror certifies that it is not currently engaged in a boycott of the State of Israel; and agrees not to engage in a boycott of the State of Israel for the duration of this contract.

BID OR PROPOSAL DECLARATION: The Offeror and its agents and representatives whose signature is affixed below certifies, to the best of its knowledge and belief, that it is in full faith and compliance with the declarations and certifications contained in this Part 5 of this RFP or IFB,

Dated at San Antonio, TX, this 30th day of October, 2023.

Signature of Bidder/Proposer: Kinetech Cloud LLC

If a corporation:

a Limited Liability corporation,

By DocuSigned by: DEA939D80A384A4... , President

Attest: Richard Volz
Secretary

Address:
8526 Vidor Ave., San Antonio, TX 78216

Area Code and Telephone Number of Bidder/Proposer

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 3/27/2024

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	David Hancock, Chief Capital Service Officer
PRESENTER(S):	Jacob Wouden, Rail Infrastructure Project Manager Travis Colledge, Project Manager III

TITLE:

Contract: 200 South - Bus Stop Shelter Installation (Landmark Companies Inc.)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorize the Executive Director to execute the Purchase Order and associated disbursements under a State of Utah contract MA3939 with Landmark Companies for installation of bus stop shelters from 2nd East to 9th East on 200 South in Salt Lake City in the not-to-exceed amount of $446,234.00.

BACKGROUND:
Salt Lake City and UTA are reconstructing the 200 South Corridor between 400 W and 900 E to create a transit priority street. As part of this project, UTA is managing a Bus Stop Program to build 23 new bus stops along the 200 South corridor. This project will be executed in 2 phases. UTA has selected Landmark Companies under State Contract MA3939 to install 13 shelters on Phase 1 of the project. The new bus stops will make a positive visual representation for UTA, as well as make a positive contribution to the community.

DISCUSSION:
UTA Staff is requesting approval of the Contract with Landmark Companies in the amount of $446,234.00. The scope of this request is to install bus stop shelters previously purchased on newly constructed stops on 200 South. The shelters will include lights, benches and handrails. These stops were constructed as part of an agreement with Salt Lake City and as part of the 200 South redesign. The Contract amount has been determined to be within the scope of the State Contract Scope Agreement. The pricing has been determined to be fair and reasonable based on both a UTA Independent Cost Estimate and performance of a Price Analysis.

CONTRACT SUMMARY:

Contractor Name:	Landmark Companies, Inc.
Contract Number:	UTA PO 24-03837, State Contract #MA3939
Base Contract Effective Dates:	March 28, 2024 - July 31, 2024
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	NTE $446,234.00
Procurement Method:	State Contract
Budget Authority:	2024 Capital Budget

ALTERNATIVES:

There are no alternatives. Without these shelters and handrails, we will not be able to use the stops and the routes would remain on detour.

FISCAL IMPACT:

This is part of the approved 2024 Capital Budget.

ATTACHMENTS:

UTA PO 24-03837

State Contract #MA3939 <https://statecontracts.utah.gov/Contract/Details/Ma3939-Construction-Management-Services%7C926a9ac8-dabb-49cf-9786-33052d13380a>

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Landmark Companies Inc
1670 S Hwy 165 Suite 101
Providence UT 84332

UTA

Utah Transit Authority

An Equal Opportunity Employer

PURCHASE ORDER NUMBER	
OG	243837

PO Number Must Appear On All Invoices And Shipments

VENDOR NUMBER	PO DATE
1500588	3/6/2024

SEND INVOICE TO:	SHIP TO:	ORDER TAKEN BY	FOB
AP@RIDEUTA.COM	**ATTENTION: RECEIVING**		*
669 W 200 S	**3600 S 700 W**	**801-287-3008**	**BUYER** / **PAGE NUMBER**
SLC, UT 84101	**Salt Lake City UT 84119**	**www.rideuta.com**	Woodward, Vicki / 1 of 1

Confirmation: Do not Duplicate
Utah Transit Authority Is Tax Exempt Total PO Value: 446,234.00 Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00013345	3/6/24	EA	40-7407.63000.2001	Project Services & Fees	.0000	446,234.00

State of Utah Contract Number: MA3939 Contract#24-03837VW for Installation of Bus Shelters. This Contract/PO is a Not to Exceed Amount. See the attached LandMark Companies Inc., in Exhibit A below of this PO. See the attached Insurance and Indemnification Requirements in Exhibit B below this PO. Contract End Date estimated July 31, 2024.

Utah Transit Authority

DocuSigned by:
Mike Bell
70E33A415BA44F6...
Signature

Mike Bell, AAG State of Utah and
UTA Legal Counsel UTA Date: 3/6/2024

Landmark Companies Inc.

DocuSigned by:
Cory Swallow Landmark Companies
2AAE506E0B8D498...
Signature

Cory Swallow
Project Manager
Date: 3/6/2024

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

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

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Exhibit A

1670 South Hwy 165, Suite 101
Providence, Utah 84332
Phone: (435) 755-7600
FAX: (435) 755-8216

Landmark Companies, Inc.
Contractor • Electrical • Plumbing

Monday, January 29, 2024

UTA
2264 South 900 West
Salt Lake City, UT 84119

Via: email

Attn: Jake Wouden

Subject: 200 South – Bus Stops

Proposal Price: $446,234.00

Dear Sirs:

Landmark Companies, Inc. ("LMC") is pleased to offer pricing for the following work:
200 South – Bus Stops (13)

Scope of Work:
Bus Shelter - (13 Shelters)
Shelters installed according to UTA plan set.
6- 7x40 Shelters
6 - 7x16 Shelters
1 - 5x8 Shelter

Lighting Hookups - (13 Shelters)
Wiring Hookups for each of the lights in the shelters. Lights to already be hung, final connections in junction box only.

Wire Pull - (13 Shelters)
Wire pulls from junction box to light fixtures.

Benches – (19 Benches)
Benches installed with tap-in concrete anchors., benches provided by UTA.

Handrails - (901lft)
Stainless steel handrails, designed and installed with plate mounts into all bus shelter areas according to plans.
Seven (7) Locations
1) 200 S 200 E – NE Corner – 122lft
2) 200 S 300 E – SW Corner – 100lft
3) 200 S 300 E – NE Corner – 127lft
4) 200 S 400 E - SW Corner – 154lft
5) 200 S 500 E – SW Corner – 130lft
6) 200 S 600 E – SW Corner – 129lft
7) 200 S 700 E - NE Corner – 139lft

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1670 South Hwy 165, Suite 101
Providence, Utah 84332
Phone: (435) 755-7600
FAX: (435) 755-8216

Landmark Companies, Inc.
Contractor • Electrical • Plumbing

Crane - (12 Shelters)
Crane minimum for each of the shelters roofs to be installed on site.

Forklift - (13 Shelters)
30 ft, 15k lbs booming forklift rental for use in preassembly, roof construction and loading.,

Organizing - (13 Shelters)
Pre-assembly, organization, staging and install prep performed in the staging area at UTA.

Hauling - (13 Shelters)
Hauling 13 sets of shelters from UTA Warehouse to staging area.

Perishables
Bolts, hammer drill bits, anchors.

Notes:
1) Permit and other fees by others

Clarifications:

All work shall be performed in a workmanlike manner according to industry standards. Payment terms are net 30 days, Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay Subcontractor's reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed. Prime/Owner represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Subcontractor has been given written notice of all such substances and their locations. To the fullest extent permitted by law, Prime/Owner shall indemnify, defend and hold Subcontractor harmless from any damage, claim, loss, expense and attorney fees related to hazardous materials or other dangerous substances on the work site unless such are created on or brought to the site by Subcontractor. This proposal does not include pa1iicipation in any OCIP/CCIP or related programs. Requests for Subcontractor to participate in such programs may result in additional costs.

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1670 South Hwy 165, Suite 101
Providence, Utah 84332
Phone: (435) 755-7600
FAX: (435) 755-8216

Landmark Companies, Inc.
Contractor • Electrical • Plumbing

Exclusions: Everything not included above is excluded, including, without limitation,-

- Abatement Of Hazardous Materials Or Demolition Of Existing Structures
- Asbestos, Lead, Or Any Other Hazardous Material
- Abatement Asbestos, Lead, Or Any Other Hazardous Material Inspection
- Building Commissioning Services And Balancing / Testing
- Ceiling And Wall Access Doors
- Ceiling Tile Removal And Replacement Centering Of Sprinkler Heads In Ceiling Tiles
- Construction Fence
- Construction Of Soffits, Walls, And Ceiling
- Contaminated Material Removal
- Demolition Drawings
- Duct Detectors
- Electrical And Electrical Work Engineered Seismic Calculations Engineering
- Environmental Monitoring Fees
- Fire Detection And Alarm Systems
- Fire Extinguishers Or Cabinets
- Fire Protection Including But Not Limited To Fire Sprinkler Systems
- Fixture Ceiling Wires
- Flyers Or Notifications
- Of Any Kind Handling
- Disposal Of Hazardous Or Contaminated Materials (If Discovered) Hazardous Materials Abatement Hazardous Waste Handling Hazardous Waste Inspection Hazardous Waste
- Related Material (Asbestos, Lead, Etc.) Consultation And Disposal
- Heat, Power, And Lights
- HVAC Control Wire And Conduit
- Job Trailer
- LEED Certifications And Green Building
- Compliance, Liquidated Damages Material Price Escalations Mechanical
- Permits
- Plumbing
- Portable Sanitary Devices
- Quality Assurance And Quality Control Costs Repair Of Existing Electrical Circuits That May Be Faulty
- Replacement Of Cold And Hot Water Lines, Hot Recirculation And Branch Lines To Fixtures And Equipment, And Isolation Valves Within Walls And In Non-Accessible Areas
- RRP Certification
- Sign Islands Of Any Kind, Temporary Signage, Project Signs Signage
- Special Moisture Protective Measures
- Standby Time (Will Be Charged At $250.00/Hr)
- Temporary Power And Lighting Testing Of Work Installed By Others
- Unforeseen Site Conditions, And Acts Of God Waxing, Vacuuming Or Subfloor Protection
- Work In Hazardous Or Dangerous Site Conditions

This proposal shall remain valid for 30 days from the date written above. LMC shall not be responsible for acts or omissions of the client, the client's representatives or consultants, their agents or employees, or any other persons performing work on this project.

We appreciate your consideration of LMC for this project. We look forward to working with you on this and future projects.

Sincerely,

DocuSign Envelope ID: 480F51E9-3355-4F64-9AB4-71975CCBB1BE

Exhibit B

INSURANCE REQUIREMENTS

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

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

1. **Commercial General Liability – Occurrence Form**

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

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

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

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

2. **Automobile Liability**

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

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

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

3. **Worker's Compensation and Employers' Liability**

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

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

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

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

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

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

5. **Contractors' Pollution Legal Liability and/or Asbestos Legal Liability** (if project involves environmental hazards) with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate. *(NOTE: Projects over $10,000,000 will require limits of $2,000,000 per occurrence and $4,000,000 aggregate; Projects over $40,000,000 will require limits of $5,000,000 per occurrence and $5,000,000 aggregate)*

6. **Builder's Risk:** Builder's risk (course of construction) insurance, covering the risk of loss for any damage or loss to the building or structure by any means or occurrence until the final completion of the contract work. Coverage shall utilize an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. The coverage shall include mechanical breakdown, property in transit, property at temporary storage locations, earthquake damage and flood damage insuring the interests of UTA, SLCDA and their respective subcontractors of any tier providing equipment, materials or services for the project.

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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

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number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

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

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

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 3/27/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Dave Hancock, Chief Capital Services Officer
PRESENTER(S): David Osborn, Project Manager

TITLE:

Contract: Mt. Ogden Administration Building Design Services (AECOM Technical Services, Inc.)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorize the Executive Director to execute the contract and associated disbursements with AECOM Technical Services, Inc. for Mt. Ogden Administration Building Design Services in the not-to-exceed amount of $1,149,397.

BACKGROUND:
The existing operations and administration building at Mt. Ogden was originally constructed in 1985. It is undersized and outdated. UTA hired a consultant to perform a concept planning study to explore options for a new building. The study was completed last year.

In November 2023, UTA released a request for qualifications (RFQU) for an Architectural Consultant Services Contract. The requested services included preparing plans and specifications for bidding and selecting a construction contractor, bidding support, and design support during construction.

Statements of qualifications were received from five firms. A selection team reviewed and scored the submittals and determined that AECOM was the most qualified to perform the work. A fair and reasonable price was negotiated with AECOM.

DISCUSSION:
This contract for AECOM provides for final design and construction consultation for the Mt. Ogden operations and administration building.

CONTRACT SUMMARY:

Contractor Name:	AECOM Technical Services, Inc.
Contract Number:	23-03803VW
Base Contract Effective Dates:	March 27, 2024 - June 30, 2026
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	Not-to-exceed $1,149,397
Procurement Method:	Request for Qualifications
Budget Authority:	UTA Capital Budget MSP 258 & 2024-2028 Capital Plan

ALTERNATIVES:

Do not proceed with the project and continue to use existing undersized and outdated facilities.

FISCAL IMPACT:

This project is included in the Approved 2024-2028 Capital Plan. This contract adds $1,149,397 to the project. Sufficient funds remain in the project budget to cover the cost of this contract.

ATTACHMENTS:

Contract 23-03803VW

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PROFESSIONAL SERVICES AGREEMENT

UTA CONTRACT 23-03803VW MT Ogden Administration Building Design Service

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 AECOM Technical Services, Inc. ("Consultant").

RECITALS

WHEREAS, UTA desires to hire professional services for MT Ogden Administration Building Design Service.

WHEREAS, On November 17, 2023, UTA issued Request for Qualification Package Number 23-03803VW ("RFQu") encouraging interested parties to submit proposals to perform the services described in the RFQu**.**

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

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

AGREEMENT

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

1. **SERVICES TO BE PROVIDED**
   a. Consultant shall perform all 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, Consultant shall furnish all the labor, material and incidentals necessary for the Work.
   b. Consultant 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. Consultant shall perform all Work in compliance with applicable laws, regulations, rules, ordinances, permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection.
   d. Consultant shall furnish only qualified personnel and materials necessary for the performance of the Work.
   e. When performing Work on UTA property, Consultant shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.

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2. **MANAGEMENT OF WORK**

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

4. **PERIOD OF PERFORMANCE**

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect until all Work is completed in accordance with this Contract, as reasonably determined by UTA. Consultant shall complete all Work no later than June 30, 2026. This guaranteed completion date may be extended if Consultant and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

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5. **COMPENSATION**

a. For the performance of the Work, UTA shall pay Consultant 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 within thirty (30) days from receipt of undisputed invoice.

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

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

7. **ORDER OF PRECEDENCE**

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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. Consultant's Bid or Proposal including proposed terms or conditions

Any Consultant/consultant proposed 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) Consultant's cost of performing the work; or (ii) the time required for the Work, then (in either case) the Change Order shall include an equitable adjustment to this Contract to make Consultant whole with respect to the impacts of such change.

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

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

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

Consultant must provide notice of a "constructive" change and assert its right to an

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

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

9. **INVOICING PROCEDURES**

a. Consultant shall invoice UTA on a monthly basis in accordance with an approved progress of work completed for the billing period. Consultant shall submit invoices to dosborn@rideuta.com for processing and payment. In order to timely process invoices, Consultant shall include the following information on each invoice:

i. Consultant 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 due and owing to UTA has against Consultant under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Consultant within thirty (30) calendar days of invoice submittal to dosborn@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 dosborn@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

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Consultant and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the 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 Consultant, Consultant hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's Consultants, agent, officers, directors, employees, joint owners, affiliates and consultants.

11. **USE OF SUBCONSULTANTS**

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

12. **KEY PERSONNEL**

Consultant shall provide the key personnel as indicated in Consultant's Proposal (or other applicable provisions of this Contract), and shall not change any of said key personnel without the express written consent of UTA. The following individuals are concerned to be key personnel under this contract.
Kelly Gilman, Landscape Architect
Mark Cook, PE Civil Engineer
John Wade, SE Lead Structural Engineer
David Blood, AIA Lead Architect

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

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b. If a Suspension of Work Order issued under this Article is canceled, Consultant shall resume Work as mutually agreed to in writing by the parties hereto.
c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.
d. If the Suspension of Work causes an increase in Consultant's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Consultant for the additional costs or time, and modify this Contract by Change Order.

14. **TERMINATION**

a. **FOR CONVENIENCE**:

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

b. **FOR DEFAULT:**

If Consultant (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subconsultants or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Consultant seven (7) days written notice to cure such default:

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

CONSULTANT'S POST TERMINATION OBLIGATIONS:

Upon receipt of a termination notice as provided above, Consultant shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Consultant shall

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also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Consultant's final invoice, and shall invoice Consultant for any additional amounts payable by Consultant (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Consultant shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Professional Services furnished by Consultant prior to termination.

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

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

16. **FINDINGS CONFIDENTIAL**

Any documents, reports, information, or other data and materials delivered or made available to or prepared or assembled by Consultant or subconsultant under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Consultant without consent in writing from UTA. If confidential information is released to any third party without UTA's written consent as described above, consultant 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 Consultant by a third party who is not under a confidentiality obligation.
    C. Information developed by or in the custody of Consultant before entering into this Contract.
    D. Information developed by Consultant through its work with other clients; and

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E. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

17. **PUBLIC INFORMATION.**

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

18. **GENERAL INDEMNIFICATION**

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

19. **INSURANCE REQUIREMENTS**

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

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Consultant 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

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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 Consultant".
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 Consultant, including automobiles owned, leased, hired or borrowed by the Consultant".

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 Consultant or subconsultant is exempt under UCA, AND when such Consultant or subconsultant 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, Consultant warrants that any retroactive date under

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the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

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

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

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

3. Consultant and their insurers shall endorse the required insurance policy(ies), except Professional Liability Insurance, to waive their right of subrogation against UTA. Consultant's insurance shall be primary with respect to any insurance carried by UTA. Consultant 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 Consultant from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Consultant 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

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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. SUBCONSULTANTS: Consultants' certificate(s) shall include all subconsultants as additional insureds under its policies or subconsultants shall maintain separate insurance as determined by the Consultant, however, subconsultant's limits of liability shall not be less than $1,000,000 per occurrence / $2,000,000 aggregate. Sub-Consultants maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-Consultants. Utah Transit Authority must be scheduled as an additional insured on any sub-Consultant 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. Consultant shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all Claims of any kind or nature whatsoever on account of infringement relating to Consultant's performance under this Contract. If notified promptly in writing and given authority, information and assistance, Consultant shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Consultant shall pay all damages and costs awarded therein against UTA due to such breach. In case any portion of the Work is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under this Contract, Consultant shall, at its expense and through mutual agreement between the UTA and Consultant , either procure for UTA any necessary intellectual property rights, or modify Consultant's services or deliverables such that the claimed infringement is eliminated.

b. Consultant shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or Claims made or filed against UTA or upon the Work or the property on which the Work is located on account of any labor performed or labor, services, and equipment furnished by subconsultants of any tier; and (ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Consultant or its subconsultants of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, Consultant, within ten (10) calendar days after receiving from UTA written notice of such

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lien, shall obtain a release of or otherwise satisfy such lien. If Consultant fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subconsultant, Consultant shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Consultant fails to do so, Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

21. **INDEPENDENT CONSULTANT**

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

22. **PROHIBITED INTEREST**

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

23. **CLAIMS/DISPUTE RESOLUTION**

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

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

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

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

Level of Authority	**Time Limit**
UTA's Project Manager/Consultant's Project Manager	Five calendar days
UTA's Chief Capital Services Officer/Consultant's Project Manager	Five calendar days
UTA's Executive Director/Consultant 's Managing Principal	Five calendar days

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Unless otherwise directed by UTA's Project Manager, Consultant shall diligently continue performance under this Contract while matters in dispute are being resolved. If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, than either party may commence formal mediation under the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS mediator. If resolution does not occur through Mediation, then legal action may be commenced in accordance the venue and governing law provisions of this contract.

24. **GOVERNING LAW**

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

25. **ASSIGNMENT OF CONTRACT**

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

26. **NONWAIVER**

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

27. **NOTICES OR DEMANDS**

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

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

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

If to Consultant:
AECOM
Nathan Martin, Project Manager

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;

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

29. **INSURANCE COVEREAGE REQIREMENTS FOR CONSULTANT EMPLOYEES AND SUBCONSULTANTS UNDER DESIGN AND CONSTRUCTION CONTRACTS**

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

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

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

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 into this Contract for the sole benefit of the parties, in exclusion of any third-

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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**
Consultant 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.02.07) 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.

37. **REVOLVING DOOR RESTRICTIONS**
UTA Ethics Policy requires Board approval for the award or amendment of a contract with a consultant that has hired a former UTA employee or who are represented by a former employee where the former employee left UTA employment within the 12 months prior to the contract award of amendment. Approval will not be given if there is a strong appearance of an unfair competitive advantage.

38. **AMENDMENTS**
Any amendment to this Contract must be in writing and executed by the authorized

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representatives of each party.

39. **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.

40. **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, 10, 14, 15, 17, 18, 19, 20, 23, 29 and 30.

41. **RIGHT TO RELY UPON UTA-PROVIDED INFORMATION**

Consultant is entitled and will rely upon the accuracy, completeness, currency and non-infringement of information and data provided by UTA or obtained from generally accepted sources withing the industry, except to the extent such verification by Consultant may be expressly required as a defined part of the services.

42. **CONSTRUCTION RESPONSIBILITY**

a. Consultant shall have no responsibility for (i) construction means, methods, techniques, sequences or procedures; (ii) the direction of contractors' personnel; (iii) selection of construction equipment; (iv) coordination of contractors' work; (v) placing into operation any plant or equipment; or (vi) contractors' failure to perform the work in accordance with any applicable construction contract. Consultant shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of UTA, contractors or others at the project site ("Project Site") other than Consultant's employees, subconsultants and vendors.

b. In the event that the services include construction observation or similar field services, Consultant's responsibility shall be limited to determining general conformance with the design. Visits by Consultant to the Project Site and observations made by Consultant shall not relieve the contractors of their obligation to conduct comprehensive inspections of the construction work sufficient to ensure conformance with the intent of the construction contract documents, and shall not relieve the contractors of their responsibility for means, methods, techniques, sequences and procedures necessary for coordinating and completing all portions of the construction work and for all safety precautions incidental. Thereto.

43. **OPINIONS OF PROBABLE CONSTRUCTION COSTS**

Any opinions of probable construction costs provided by Consultant represent Consultant's good

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faith professional judgment in light of its experience, knowledge and the information reasonably available to Consultant at the time of preparation of the opinion. However, since Consultant has no control over the market, economic conditions or the bidding procedures, Consultant, its directors, officers and employees and subconsultants do not make any guarantees or warranties whosoever, whether express or implied, with respect to such opinions and accept no responsibility for any loss damage arising therefrom or in any way related thereto.

44. **MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES**

Notwithstanding any other provision to the contrary in this contract and to the fullest extent permitted by law, in no event shall either party, it's parents, affiliates and subsidiaries or their respective Directors Officers or Employees be liable to the other for any indirect, incidental, special, consequential or punitive damages whatsoever (including, without limitation, lost profits, loss of revenue, loss of use or interruption of business) arising out of or related to this contract, even if advised of the possibility of such damages, and consultant hereby releases UTA and UTA hereby releases consultant from any such liability.

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: Date:
Jay Fox
Executive Director

By: Date:
David Hancock
Chief Service Development Officer

Approved as to Content and Form

By: DocuSigned by: Mike Bell 70E33A415BA44F6... Date: 3/8/2024
Mike Bell, AAG State of Utah
And UTA Legal Counsel

Reviewed & Recommended

By: Date:
David Osborn,
UTA Project Manager

CONSULTANT:

By: DocuSigned by: Erin Jacobs CC016CA6F636447... Date: 3/8/2024
Erin J Cobs, AVP Principal-in-Charge
Fed ID# 95-2661922

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EXHIBIT A – SCOPE OF WORK

AECOM will assist UTA in developing the scope, schedule, and budget for the Project outlined herein.

The general scope of work for the Mt. Ogden Administration Building services includes, but is not limited to the following:

- Schematic design phase to assess the needs and identify the layout, primary elements, and costs of the building utilizing the standards that will be provided by UTA.
- Design development phase to advance the design and provide a probable construction cost estimate. During this phase the consultant will submit the Predevelopment Application to the City for review and comments.
- Provide topographical survey required to complete design.
- Provide geotechnical investigations and report required to complete design.
- UTA will prepare any necessary environmental documentation. The design team will support in preparing figures based on the design as necessary.
- Construction documents phase to include the required drawings, specifications, and detailed cost estimate to bid the project to prospective contractors. This phase will also include assisting UTA with obtaining the necessary building permits.
- Bidding phase services to include assisting in advertising of the project for bids, responding to bidder's questions, preparing clarifications or addenda as required, reviewing the bids, and recommending award of the construction contract.
- Construction phase services to include attending construction meetings; making periodic visits to the site to observe the progress and quality of the work to determine if the work is proceeding in accordance with the Contract Documents; consulting with UTA and issuing all instructions to the contractor; reviewing or preparing change orders as required, responding to RFIs; checking and approving samples, shop drawings, tests of material and equipment for compliance with the design concept; conducting substantial and final impactions of the project; and preparation of as-built drawings and any other services identified by the A/E to assist UTA in the construction of the Project.
- Any other items to have a complete functioning building.

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PROJECT INFORMATION:

The project consists of a new administration building for Utah Transit Authority on the Mt. Ogden campus. The project budget is $11,700,000. It is assumed for this fee preparation that the site of the new building has been decided before Schematic design starts.

- Review the existing Mt. Ogden facility conceptual site plan.
- Prepare plans and specifications for a new administration building.
- Disciplines to be provided; civil, structural, architecture, electrical, plumbing, mechanical, technology.
- Prepare predevelopment application and submit to the city.
- Submit final plans for final building permit.
- Bid Support.
- AECOM will utilize owner provided software(Procore) to manage deliverables and construction management.
- Construction support.

The cost proposal is assuming the same types of spaces in the conceptual site plan program document and this program will be analyzed and reduced to accommodate the budget outlined above. During the Schematic design phase the layout will accommodate the full build out and after this initial plan is documented the construction documents will only detail the construction planned for 2025.

Project Objectives:

The primary objective of the initial phase is to validate the overall square footage requirement – based on the previous programming effort – and to determine the facility square footage plan for the 2025 construction phase. This phase will focus on an efficient design that meets the project needs within the available budget. The design will allow for future expansion. We will also analyze sustainability strategies especially in terms of energy efficiency as allowed by the budget.

SPECIFIC DESIGN REQUIREMENTS:

Provide the following deliverables in accordance with the anticipated scope of work.

Basic Services

AECOM will provide issued-for-construction (engineered, sealed, and signed) digital drawings and specifications, analysis and supporting calculations, and Construction Administration services as outlined within this Exhibit.

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Task 1.0 – Project Management

Task 1.1 – Kickoff and Design Workshop

AECOM will conduct a hybrid kickoff meeting with virtual and in person attendance and design workshops to inform and obtain input from project team stakeholders.

It is anticipated the Owner will provide Project Management for the project to oversee contract administration, the General Contractor, UTA personnel and stakeholders. AECOM will provide a Project Manager to oversee the task order, technical scope of work, construction document development and general project coordination with the design team.

We anticipate the following AECOM staff in attendance:

- Architect/Project Manager, Transit Planner, Landscape Architect, Civil Engineer in person, with Structural Engineer, Electrical Engineer, Mechanical Engineer, and Technology designer attending virtually.

The objectives of the design workshop are to:

- Review existing programming and determine critical items and potential areas of reduction.
- Identify, confirm, and schedule Owner's equipment to be installed in the building.
- Review UTA design standards.
- Identify existing interior finishes and strategy for addition.
- Determine any considerations for existing site.
- Locate the final position of the building and integration with the existing building.
- The final location of the building and exterior improvements will be decided.

Task 1.2: Project Workshops and Meetings

Workshops and meetings will be conducted throughout the project to inform and obtain input from Project Team stakeholders. AECOM and the Owner will prepare agendas and minutes, as appropriate, for all meetings and workshops (except as specifically noted in this Exhibit). It is anticipated that there will be virtual weekly 60-minute meetings throughout the duration of design with disciplines having staggered attendance when required.

Task 1.3: Quality Assurance and Documentation Reviews

Work performed under this task will include review of all deliverables at each deliverable milestone, prior to issuance to the Owner. AECOM will follow the AECOM Quality Plan providing review and verification in accordance with our

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Company procedures and guidelines. Qualified Technical Reviewers and Interdisciplinary Reviewers for each discipline will be provided by AECOM

Task 1.4: Project Management Activities

Additional Project Management Activities include:

- AECOM personnel management, staffing, coordination, and resource loading
- Project status updated to the Owner in the form of meeting minutes and monthly progress reports
- Budget oversight and change management
- Milestone Invoicing

Task Summary - Required Deliverables:
The following deliverables will be provided as part of Task 1.0, representing Schematic Design package.

- Kickoff meeting minutes
- *Design Workshop Meeting Minutes*
- Progress meeting notes

Task 2.0 – Schematic Design and Needs Assessment - Program verification, initial design, sustainability

Task 2.0 – AECOM Activities Include:

Following Task 1.0 and Owner approval of site selection and preliminary program; Schematic Design shall be completed and presented for approval. It is our understanding that the completed SD package shall represent the project design at a stage of completion of schematic floorplan, initial massing, AECOM will provide sufficient design documentation that a high level construction cost opinion can be developed by AECOM cost estimators to help make decisions on best ways to utilize available funds.

Task 2.1 – Design Workshop
Work under this task includes incorporation of meeting minutes, and design workshop comments into the Contract documents. The design workshop is intended establish project goals, validate the programming at 2050 and determine a reduced program to be constructed for the available budget. The program established here may change as design progresses and costs are refined. Owner directed changes following an accepted Schematic Design will be considered a change.

Task 2.2: Data Gathering

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Work performed under this task will include review of contract documentation, existing site data (as available) and formalized input request from local Utility providers for site utility information (electrical, sewer, communication, gas, etc.). Data gathering may also include surveys to user groups for the building.

Task 2.3 – Specifications
Specifications will be developed with a hybrid approach where some finishes selected will be noted on drawings, as well as some equipment. The specification manual will note requirements of the contractor and major building systems. At schematic Design Specifications will not be prepared.

Task 2.4 – Design Drawings
Work under this task includes preparing SD drawings including limited plans, adjacencies, site plans. Major mechanical and electrical equipment will be identified.

Task 2.5 – Sustainability
At schematic design, a high level analysis of mechanical systems will be completed to set goals for energy efficiency for the allowed budget.

Task 2.6 – Schematic Design Review Cycle
The Schematic Design drawings will be delivered to UTA for review.

Official review cycles will consist of AECOM submitting all required milestone deliverables and allowing the Owner a review period. AECOM will collect, consolidate and transmit Owner review comments (in electronic format). AECOM will provide comment responses and attend a comment review meeting (via teleconference) to discuss items not resolved or addressed via the comment cycle.

AECOM's proposal assumes that the Owner review comments will be commensurate with the project progress, and will not modify the project scope or objectives without a modification to the contract. AECOM will notify the Owner of any items that require work outside of the contract.

Task Summary - Required Deliverables:

The following deliverables will be provided as part of Task 2.0, representing Schematic Design package.

- *Full-Sized drawings (matching the final construction document sheet layout and size)*
- *Schematic Massing of the building*
- Program Documentation

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Task 3.0 – 30% Design Development

Task 3.0 – AECOM Activities Include:

Following Task 2.0 and Owner approval of conceptual layouts, Design Development Documents shall be completed and presented for approval. It is our understanding that the completed 30% DD package shall represent the project design at a stage of completion of engineering design that a contractor can use to construct the building. The deliverables will be limited to Specification Table of contents, drawings, and opinion or probable cost as outlined below.

Task 3.1 – Specifications

The specifications at the 30% Design Submittal will be consist of a table of contents only.

Task 3.2 – Design Drawings

Work under this task includes preparing DD drawings including new construction and equipment access planning, site plans.

Task 3.3 – Cost Estimate

The cost estimate will contain a probable construction cost estimate to be refined as design progresses. The cost estimate at this stage will be utilized to further refine the program or building options to bring the cost back in line prior to progressing with the 60% design.

Task 3.4 – Predevelopment Application

AECOM will prepare a pre-development application for UTA for review and comments. The predevelopment application will be based on the design as it stands at 30%. The geotechnical investigation and site survey are anticipated to be completed after final location of the building is determined.

Task 3.5 – Design Development Review Cycle

The Design Document drawings and specifications will be delivered to UTA for review.

Official review cycles will consist of AECOM submitting all required milestone deliverables and allowing the Owner a review period. AECOM will collect, consolidate, and transmit Owner review comments (in electronic format). AECOM will provide comment responses and attend a comment review meeting (via teleconference) to discuss items not resolved or addressed via the comment cycle.

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AECOM's proposal assumes that the Owner review comments will be commensurate with the project progress and will not modify the project scope or objectives without a modification to the contract. AECOM will notify the Owner of any items that require work outside of the contract.

Task Summary - Required Deliverables:

The following deliverables will be provided as part of Task 3.0, representing Construction Documents package.

- *Digital Preliminary Full Specifications*
- *Digital 30% Design Documentation Full-Sized drawings*
- Cost estimate initial layout and high level pricing
- Predevelopment application package for city

Task 4.0 – 60% Design Submittal

Following Task 3.0 and Owner approval of Design Documentation plans and building systems, 60% Design Documents shall be completed and presented for approval. The deliverables will be limited to Specification, Drawings and Cost Estimates outlined below.

Task 4.0 - AECOM Activities Include:

Task 4.1 – Specifications

A Table of contents for the necessary specifications and partially edited specifications will be provided at the 60% submittal. Partial edits of the specifications will include removal of unnecessary materials only.

Task 4.2 – Design Drawings

Work under this task includes preparing CD drawings including new construction and equipment access planning, site plans. The development of the 60% drawings will be commiserate with AIA guidelines.

Task 4.3 – Cost Estimate

Work under this task includes preparing CD drawings including new construction and equipment access planning, site plans. Major mechanical, Technology, and electrical equipment will be identified and scheduled.

Task 4.4 – Design Development Review Cycle

The Design Document drawings, specifications and cost estimate will be delivered to UTA for review. The review at this submittal is assumed to be the same as defined in Task 3.4.

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Task 5.0 – Final Design Submittal Package

Following Task 4.0 and Owner approval of 60% Construction Documentation plans and building systems, Final Construction Documents shall be completed and submitted for building permit. It is our understanding that the completed CD package shall represent the project design at a stage of completion of engineering design that a contractor can use to construct the building. The deliverables will be limited to Specification, Calculations, Drawings and Cost Estimate as outlined below.

Task 5.0 - AECOM Activities Include:

Task 5.1 – Specifications

A set of specifications will lay out the full requirements of the project including equipment and contractor requirements.

Task 5.2 – Construction Drawings

Work under this task includes preparing Construction Drawings for new construction and equipment access planning, site plans. Mechanical, technology, and electrical equipment will be identified and scheduled.

Task 5.3 – Supporting Calculations

Work performed under this task will include calculations as required to support the engineering design. Calculations will be submitted for permit.

Task 5.4 – Cost Estimate

A cost estimate will be developed to be able to help UTA put the project out to bid to prospective contractors. Cost estimate will be developed based on the final design to be used to validate bid proposals received from bidding parties.

Task 5.5: Permitting Support

AECOM will compile drawings, calculations, specifications and other design requirements for submittal to the Authority having Jurisdiction (AHJ) to be able to facilitate a building permit. AECOM will participate in up to one AHJ meeting if required for response to comments. Should permit comments be provided AECOM will provide responses to the comments and make modifications to the construction documents via one addenda as required.

Task 6.0 – Bidding for Construction Support

Task 6.0 - AECOM Activities Include:

Task 6.1: Advertising for Bid

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AECOM will compile and provide owner with Contract Documents to support bidding. AECOM will provide a brief project summary to support bid documents. It is assumed that UTA will prepare bidding documents necessary for procurement and contracting of bids and that no support will be required by AECOM.

Task 6.2: Bidding Support

AECOM will respond to bidder questions within the advertised bidding period. It is anticipated that AECOM will need 2-3 days to prepare responses to bidder questions. It is assumed UTA will provide AECOM with batches of questions for response and that AECOM will not have any direct communication with bidders. Should an addenda be required to respond to bidder question AECOM will prepare the addenda as required. It is anticipated that UTA will award the construction contract to a general contractor. AECOM will review these scopes of service as well as answer contractor questions during bid time.

Task 6.3: Additional Bid Support Activities

AECOM will review the bids submitted for scope compliance with the construction documents, and qualifications of the contractor to make a recommendation of contractor selection. AECOM has not included bid leveling to recommend the best value contractor; but can provide this services as an additional service to this contract.

- AECOM bid review
- Drawing Addenda if required.

Task 7.0 – Construction Support

Following selection of General Contractor, award of construction permits and notice to proceed for Construction administration services, AECOM will provide the following support services:

Task 7.0 - AECOM activities include:

Task 7.1: Bi-Weekly Construction Meetings

It is assumed that the Owner, Architect, and Contractor (OAC) will conduct Bi-Weekly (every other week) one hour construction meetings (via teleconference) to review construction progress, review contractor requests for payment, contract status and manage change. AECOM Project Manager and one additional design team member will be in attendance for these meetings for the anticipated construction duration of 12 months.

Task 7.2: Construction Site Visits

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It is anticipated continuous field presence by AECOM is not part of this project. AECOM will conduct up to 2 site visits per month to witness the construction progress of the general and sub-contractors: verify their work is proceeding in accordance with the Contract Documents and meets the intent of the design; and prepare punch list items. These site walks are not inspections of construction technique and quality. It is anticipated that these site visits are done by Utah based AECOM staff along with up to 1 visit per month by non-local based staff.

AECOM has assumed the following construction site visits will to be attended by Architect/Engineer of Record or qualified staff for each discipline:

- 60% Structural Superstructure Completion
- 10% Enclosure construction Architecture review
- 60% Mechanical completion (rough-in, progress)
- 90% Structural Superstructure Completion
- Architecture wall and box placement review
- 75% Electrical completion
- 90% Substantial Completion Punchlist (attended by: Mechanical, Electrical, Architectural, Landscape, Civil, Technology
- 100% Final Punchlist (attended by: Mechanical, Architecture, Landscape

Task 7.3: Construction Change Management

Work under this task includes review of contract document change instructions issued by the Architect and preparation of revised contract documents as required for Construction. Owner-directed changes are not included in this scope of work.

Task 7.4: Review of Request for information

Work under this task includes review of contract RFI'S. It is anticipated that the contractor proposes solutions along with the question in the RFI's. AECOM will review RFI's along with the owner for the best consensus solution. RFI's are not to be used as an avenue to change the documents, just to clarify. AECOM reserves the right to negotiate additional services excessive RFI's or RFI's that do not contain necessary information or solutions.

Task 7.5: Shop Drawing and Submittal Review

Work under this task includes review of shop drawings and submittals prepared by the contractor in accordance with specification requirements. Incomplete submittals will be rejected without review. AECOM reserves the right to negotiate additional services efforts to review poorly formatted

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reviews, multiple reviews of resubmitted packages, and expedited review (standard review time will be outlined in the specification requirements).

Task 7.6: Test of Material and Equipment for Compliance with the Design Compliance

Work under this is excluded from this scope and fee. Testing of materials and equipment will need to be completed by a third-party. Should the owner want AECOM to complete this work as part of construction a specific scope of services and associated fee will need to be developed based on the final design, materials selected, and testing required.

Task 7.7: As-Built Drawings

As-Built drawings will be prepared by AECOM based on redlines and markups provided by the contractor to include RFI responses, submittal changes and as-built conditions. The as-built process will not include validation of the accuracy of the redlines. As-builts will be prepared for the drawings but will exclude the specifications. Final as-builts will be delivered electronically to UTA on a USB drive.

ASSUMPTIONS

This proposal has been prepared based on the following assumptions overlying:

Site -

- The site will be modified to accommodate the new building with new parking, vehicle access and a new private driveway.
- *On site improvements will include the new building, associated parking areas, sidewalk, curbs & gutter.*
- *New utility connections for sewer, culinary and fire water, roof drainage and on-site storm water management are anticipated for this project. The connection points for utility are anticipated to be 17th Street and it is anticipated that the exiting mains have capacity for new development. If the connections are beyond 50-feet from site boundaries or need improvements, this work is assumed to be out of scope. Any new gas lines will be completed by the Gas Company and the civil engineer will coordinate as needed.*
- *As part of the site improvements retention/detention ponds may need to be created in landscaping to hold all additional storm water.*
- *Large retaining walls are not anticipated on site and are excluded form this scope of work.*

Building -

- The building addition will be new, meeting the specifications of the project.

- AECOM anticipates the project to be design, bid, build, but if UTA decides to adjust to a CMGC we will work with UTA to adjust design scope as necessary.

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- AECOM has excluded the scope associated with procurement, and transportation of all equipment and construction of the building at the project site. It is assumed the Owner will provide allowances to the General Contractor to perform these services.
- AECOM will be provided with equipment specifications and requirements at the start of design, and it is assumed that the equipment will not change after the start of the project.
- AECOM assumes that there are adequate utilities available at the site and will not be required to bring new utility services or upgrade existing utilities on the site.
- It is anticipated foundation design for the site will be shallow foundations with a slab on grade. Pending the result of the geotechnical investigation results AECOM may request a change order if this assumption is different.
- It is anticipated that UTA will provide a TPOC (Technology Point of Contact) for coordination of technology work on this project.
- UTA will provide technology, infrastructure, and networking standards at project kickoff.
- It is anticipated that internal network design is being provided by UTA.
- UTA will instruct the contractor to provide AV design if required by project.
- The technology design will not extend beyond 30 feet from building.
- It is anticipated that the contractor or owner will employ a 3rd party inspector during construction to inspect structural weld and other components outlined in the specifications.
- A 3D model will be created as part of design, but only the 2D documents will be provided as part of the construction documents. The 3D model may be used during meetings.
- Renderings – No photo realistic renderings are included in this scope of work. A 3D model will be used to communicate intent during the design development.
- Permitting Support – AECOM assumes no coordination with zoning or zoning modifications will be required as part of this project.
- Deliverables – Deliverables are assumed to be electronic and will not be printed for distribution. It is also assumed that permit submittals will be electronic.

Current UTA Mt. Ogden Campus -

- If any there is any documentation of onsite utilities or systems that need to be tied into - Any available files available, including the site, plumbing, and electrical will be provided at the kickoff meeting.
- Subsurface utility designation and potholing to verify existing utilities has been excluded from this scope of work.
- UTA will facilitate internally with UTA employees and facility departments any meeting attendance, review of deliverables or involvement with the project necessary.
- Owner will obtain necessary approvals for site access to property and/or any adjoining properties prior to commencement of field work.

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Construction Budget – The total budget for the administration facility and associated site improvements is $11.7 Million. If project funding significantly increases or decreases we respectfully reserve the right to renegotiate the scope or work and fees.

Construction Schedule – AECOM will help develop and anticipated duration of construction but will not provide a detailed construction schedule. February 28, 2024 SOW A&E UTA Mt Ogden

Schedule – If notice is given after the previously stated start date; or if owner review periods exceed the time period allowed. AECOM respectfully reserves the right to renegotiate the project schedule. We understand the need to provide accurate pricing for the funding request and have worked to provide a schedule that allows for that milestone.

Design & Construction Standards – Any Developer or Owner design and construction standards; will be provided to AECOM for reference prior to commencement of design. AECOM will follow City Zoning and overlay regulations; City of Ogden guidelines and requirements unless directed otherwise.

Significant Changes – Significant changes to the design after approval of the Design Development phase has been given will be subject to additional services fees.

Value Engineering – Allowances for formal value engineering meetings and facilitators are not included in this scope or work. It is assumed that decisions required based on cost will occur at progress meetings or at milestone review meetings.

Environmental Assessments and Documentation – UTA will be preparing the necessary environmental documentation as required. It is anticipated that there are not special environmental conditions that need to be considered for the design of the new administration facility. Any information necessary for design development, of permit or construction specifications will be provided by UTA. Any necessary environmental clearances will be provided to the design team and are not included in this scope of work.

Geotechnical Investigation – Three borings and the associated geotechnical report and design recommendations has been included in this scope of work. The borings and associated report will be prepared for one building site only. Should the building site be moved following the initiation of the geotechnical borings, AECOM will request additional fee for additional sites.

General – Assumptions as to work product, deliverables and design approach are made throughout this proposal. Any work not specifically included in this proposal will be subject to additional services fees and will be negotiated separately.

Specifications – It is assumed that UTA will prepare Division 0 specifications and has standard Division 1 specifications to use as a basis. AECOM has not included in this scope of

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work the development of Division 0 and has only included minor modifications to Division 1 specifications.

Other – All submittals are assumed to be electronic, and no printed copies will be provided. Hard copies will be provided for permit purposes if required.

EXCLUSIONS

AECOM is capable of providing the following services and would be willing to add any of these services to our program as an additional service at the request and approval of Utah Transit Authority, if needed. For purposes of the proposed cost estimate, these items are not included.

Reference Information – It is assumed that UTA will provide at or before the kick off meeting any pertinent information to the design and site such as existing site plans showing utilities, space standards for building design, design guidelines, reference specifications and any information pertinent to understanding the construction budget of the project. Information not provided at this time may delay schedule, and information provided later in design may necessitate a change order.

Warehouse Design – It is anticipated that the warehouse indicated on the masterplan is not currently in this project.

Specialized Technology Design – PDAS, CDAS, private land mobile radio system design, RF systems, networking equipment design, network design are excluded from this project.

Communication Design – System integration, Telephony, and Paging is anticipated to be completed by an owner provided 3rd party if required.

CCTV VMS – This scope is not anticipated for this project. AECOM will work with UTA contractor to locate camera symbol and provide data on the plans for this work.

Bus Canopy – It is anticipated that the bus canopy indicated on the masterplan is not currently in this project.

LEED – The pursuit and certification of sustainable accreditation(s) such as LEED, Envision, WELL, or similar are excluded from this project. Sustainability strategies will be employed but submission LEED accreditation specifically is excluded. This scope could be included as additional service at the request of UTA.

OHSA – The design will follow applicable building codes in Ogden, Utah. If there are OSHA specific items or Factory Mutual requests the owner wants followed those items will be

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required to be directed by owner to design team. OSHA will not be reviewed as a standard for building design.

Construction Safety – Construction site safety plans, training and supervision of the General Contractor during actual construction are not included.

Construction Means and Methods – AECOM will not be responsible for directing or overseeing contractor during construction, additionally AECOM will not be responsible for construction means and methods.

Renewable Technologies – Design of renewable energy technologies (wind, solar, geothermal) are excluded from this project.

Commissioning – Commissioning of building systems is excluded from this project. Commissioning, if required, may become a requirement of the project through specification – requiring the Contractor to provide these services. Note that any commissioning effort beyond the normal test and balance contractor requirements will be required additional services.

Full LCCA – In depth life cycle cost analysis is excluded.

Structural floor over cavity – It is anticipated the foundation design will be a shallow foundation and slab on grade. If liquified soils are discovered additional floor design will be required and are not currently in the project.

Telecom and Security – Electrical drawings will show conduit and device locations for telecom, and security as required by the Owner, but integration, programming, et al. has been excluded.

Hazardous Materials – No design of handling or disposing of hazardous materials are expected, this includes hazardous soils, equipment, artifacts, etc.

Long-Term Waste Management is not included in this scope of work.

Fire Protection & Fire Alarm – Full design of fire protection and Fire Alarm are excluded from this project. Required systems will be specified as performance-based delegated design as required to meet code as well as designing a space for fire alarm panel.

Site Survey – Site survey includes the planned building site and access road to 17th street and currently excludes survey of pothole locations to verify utilities.

Traffic Impact Study – A traffic study is excluded from this project, public street improvement design are also excluded.

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Fire Flow Testing -Fire flow testing is excluded from this project.

C*ertification of record drawings* – Record drawings are included in the project but the certification of any record or as-builts are not included.

Permitting Fees – AECOM will not be responsible for permitting fees associated with the permit submittal .

Furniture – Furniture selection is not included in the scope of this project, General sizes will be included for space planning purposes and understanding of potential layout of rooms.

General –Any work not specifically included in this proposal is assumed to be excluded.

PROPOSED SCHEDULE

A Notice to Proceed will be issued on or before	April 10, 2024
Program Validation	May 01, 2024
Sustainability Strategies	May 10, 2024
Schematic Design	June 18, 2024
UTA Review Complete	July 2, 2024
Value Engineering	July 19, 2024
30% Design Development	September 6, 2024
UTA Review Complete	September 20, 2024
Value Engineering	October 1, 2024
60% Construction Documents	December 2, 2024
UTA Review Complete	December 13, 2024
Final Construction Documents for Permit & Construction	January 10, 2025
Permit & Bidding	7 Weeks
Construction Start	Winter 2025
Construction End	Winter 2026

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EXHIBIT B – PRICING

FULLY-BURDENED LABOR RATE SUMMARY

CONTRACT LABOR CATEGORY	Year 1 3-1-24 to 2-28-25		Year 2 3-1-25 to 2-28-26	
	Direct Rate	Fully Burdened Rate	Direct Rate	Fully Burdened Rate
Principal	$100.14	$248.43	$103.28	$256.21
Project Manager	$79.69	$197.69	$82.18	$203.88
Sr. Project Architect	$76.09	$188.77	$78.47	$194.68
Transit Planner	$74.11	$183.85	$76.43	$189.61
Project Architect	$64.71	$160.53	$66.74	$165.56
Project Designer	$55.33	$137.26	$57.06	$141.56
Sr Structural	$82.60	$204.92	$85.19	$211.34
Mid Structural	$59.60	$147.87	$61.47	$152.50
Jr Structural	$41.26	$102.37	$42.56	$105.57
Sr Mechanical	$81.22	$201.50	$83.77	$207.82
Mechanical	$60.93	$151.16	$62.84	$155.89
Plumbing	$41.00	$101.72	$42.29	$104.91
Sr Electrical	$86.75	$215.21	$89.47	$221.95
Electrical	$63.20	$156.80	$65.19	$161.72
Sr Fire Protection	$81.22	$201.50	$83.77	$207.82
Fire Protection	$60.93	$151.16	$62.84	$155.89
Sr Cost Estimator	$88.96	$220.69	$91.74	$227.60
Cost Estimator	$71.71	$177.91	$73.96	$183.48
Sr Landscape	$70.83	$175.72	$73.05	$181.23
Mid Landscape	$47.76	$118.49	$49.26	$122.20
Landscape	$35.10	$87.07	$36.20	$89.80
Contruction Admin	$40.31	$100.01	$41.57	$103.14
Controls	$49.86	$123.70	$51.43	$127.58

NOTE: The Indirect Cost Rates are prepared in accordance with Part 31 of the Federal Acquisiton Regulations (FAR) for the twelve months ended September 30, 2022 by Cleary Government Services, LLC.

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Estimated Level of Effort

The cost summary of AECOM's estimated level of effort to conduct the services is $1,149,367 for labor and reimbursables as outlined and further defined below and included in the attached Fee Worksheets *Appendix VIII – Mt. Ogden Pricing _Form_23-030803VW.xls* from the RFQu. The fee is a fixed fee based on labor rates. No work will be completed beyond the approved contract value without prior authorization from Utah Transit Authority. Additional services may be requested by the Owner as required. A general summary of the costs are noted below.

Task Identification	Proposed Fee Allowance – excludes ODC's
Task 1.0 – Project Management	$68,757
Task 2.0 – Schematic Design and Needs assessment	$199,540
Task 3.0 – 30% Design Submittal	$211,538
Task 4.0 – 60% Design Submittal	$231,317
Task 5.0 – Final Design Submittal Package	$137,645
Task 6.0 – Bidding for Construction	$20,645
Task 7.0 – Construction Support	$195,425
Total	$1,064,897

Labor Rates are based on audited rates for years 2024 & 2025.

Reimbursable expenses will be invoiced will be in compliance with UTA's Travel Policy (UTA .02.07) and the U.S. GSA per diem rates. Anticipated reimbursable include the following items. :

- Travel
- Priority Mail
- Printed Hard Copy Documentation
- Parking / Mileage

Below are AECOM and Subconsultant anticipated costs for reimbursables.

Task Identification		Proposed Reimbursables
Task 1.0 – Project Management	6 trips	$6,600
Task 2, 3, 4, 5 – Design Phases	8 trips	$8,800
Task 7.0 – Construction Support	18 trips	$19,800
AECOM Reimbursables	32 trips	$35,200
Technology Subconsultant	4 trips	$8,800
Geotech Borings & Survey		$40,500
Total Reimbursables		$84,500

Not to exceed $1,149,397 (Reimbursables $84,500 plus overall Total $1,064,897)

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Appendix VIII Pricing Form Pricing form must be prepared at the same time as the consultant prepares a response to this solicitation

23-03803VW Mt. Ogden Administration Building A/E Consultant Services Pricing Form

AECOM

	mployee Name	rin Jacobs	Nathan Martin	David Blood	Am Sadeghi	Tahlia Weber/ Lidia West	Iulia Gnatyk/ Mandy Vaughn	Ryan Barth	Diego Torres	Patrick Meador	Chris Imparato/M att Larson	Anastasia Flanegin	Andrew Singh	Jeff Bentley	Blake Olson	Dan Kascak	Carlos Laizarraga	Jimmy Logue	Marie Balestros	Kelly Gillman	Angie Bauer-Fellows	Ken Biesiada	Angie Bauer-Fellows	Tess Laffer	JoAnna Perry	Hours by Task	Cost by Task
	Title/Role	Principal	Project Manager	Sr. Proj Architect	Transit Planner	Project Architect	Project Des gner	Sr Structural	Mid Structural	Jr. Structural	Sr. Mechanical	Mechanical	Plumbing	Sr. Electrical	Electrical	Sr Fire Protection	Fire Protection	Sr. Cost Estimator	Cost Estimator	Sr Landscape	Mid Landscape	Landscape	Transit Planner	CA	Controls	Hours by Task	Cost by Task
1	**Project Management**	10	164	2	14	6	2	6	2	4	6	4	4	6	12	0	0	0	0	19	5	2	24	10	116	418	$ 64,479
2	**Schmatic design and needs assessment**	1	66	77	30	223	314	18	35	20	20	55	48	20	55	4	4	6	42	21	34	62	35	0	0	1,190	$ 176,637
3	**30% Design Submittal**	1	58	46	33	194	252	11	30	46	33	80	68	33	80	8	20	7	48	16	34	66	0	0	0	1,164	$ 176,209
4	**60% Design Submittal**	1	86	52	4	238	292	20	38	146	28	132	108	24	114	6	36	8	54	14	36	52	0	0	0	1,489	$ 219,648
5	**Final Design Submittal Package**	1	54	40	8	80	80	12	46	72	14	84	64	14	84	6	16	5	10	8	32	36	0	0	0	766	$ 113,454
6	**Bidding for Construction**	0	22	2	0	0	0	3	2	0	3	0	0	3	0	0	0	12	10	9	8	0	4	0	0	78	$ 13,844
7	**Construction Support**	0	40	52	4	93	136	12	32	92	18	80	50	13	117	4	18	2	2	8	57	56	16	138	59	1,099	$ 148,359
	Total Hours	14	490	271	93	834	1076	82	185	380	122	435	342	113	462	28	94	40	166	95	206	274	79	148	175	6,204	
	Basic Hourly Rate ($)	$100.14	$79.69	$76.09	$74.11	$64.71	$55.33	$82.60	$59.60	$41.26	$81.22	$60.93	$41.00	$86.75	$63.20	$81.22	$60.93	$88.96	$71.71	$70.83	$47.76	$35.10	$74.11	$40.31	$45.00		
	Audited Overhead Rate %	123.5	123.5	123.5	123.5	123.5	123.5	123.5	123.5	123.5	123.5	123.5	123.5	123.5	123.5	123.5	123.5	123.5	123.5	123.5	123.5	123.5	123.5	123.5	123.5		
	Fee %	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11		
	Fully Burdened Rate	$248.43	$197.70	$188.77	$183.86	$160.54	$137.27	$204.92	$147.86	$102.36	$201.49	$151.16	$101.71	$215.21	$156.79	$201.49	$151.16	$220.70	$177.90	$175.72	$118.49	$87.08	$183.85	$100.00	$111.64		
	Labor Costs	$3,478	$96,872	$51,156	$17,099	$133,887	$147,698	$16,803	$27,354	$38,897	$24,582	$65,754	$34,786	$24,319	$72,437	$5,642	$14,209	$8,828	$29,532	$16,693	$24,408	$23,859	$14,524	$14,800	$19,537		
																										Total Cost	***$912,630***

Proposers Signature _____

Date: 2-7-24

Password protected - UTA

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Appendix VIII Pricing Form Pricing form must be prepared at the same time as the consultant prepares a response to this solicitation
****Please supply a copy of the Audited Rates**

23-03803VW Mt. Ogden Administration Building A/E Consultant Services Pricing Form

IGES Inc.

	Employee Name	*Brett Mickelson*	*Jared Hawes, P.E.*	*Peter Doumit, P.G.*	*Remy Thigpen, EIT*	*Gus Pyle*	*Abbey Johnson*	*Daniel Seely, P.E.*	*Jerry Flannery*	*Bonnie Rice*	*Philip Whelan*	*Ricky Hoang*	*Sarah Echols*	*Megan Valdez*	*Yanni Philipolous*	*COST*	*Hours by Task*	*Cost by Task*
	Title/Role	*Principal Engineer*	*Sr Engineer / Project Manager*	*Senior Geologist*	*Staff Engineer*	*Staff Geologist*	*Administration*	*Laboratory Director*	*Laboratory Manager*	*Sr. Laboratory Technician*	*Sr. Laboratory Technician*	*Laboratory Technician*	*Laboratory Technician*	*Geophysicist*	*Jr. Geophysicist*	*Drilling, Excavation Equpiment*	*Hours by Task*	*Cost by Task*
1	**Project Management**	2	12				8	2	4								28	$ 4,278
2	**Schmatic design and needs assessment**		4	4	2												10	$ 1,486
3	**30% Design Submittal**		8	2	24	24		2	8	16	16	24	24	16	16		180	$ 16,702
4	**60% Design Submittal**		4	2	4	2											12	$ 1,533
5	**Final Design Submittal Package**	2	4	2	8	4											20	$ 2,530
6	**Bidding for Construction**		4		4												8	$ 1,066
7	**Construction Support**		8		12												20	$ 2,516
8	**ODC**															13600		$ 13,600
	Total Hours	4	44	10	54	30	8	4	12	16	16	24	24	16	16		278	
	Basic Hourly Rate ($)	$78.37	$59.24	$53.00	$33.25	$28.00	$36.19	$69.20	$47.12	$30.00	$33.00	$25.00	$23.50	$36.06	$30.00			
	Audited Overhead Rate %	$123.32	$93.22	$83.40	$52.32	$44.06	$56.95	$108.89	$74.15	$47.21	$51.93	$39.34	$36.98	$56.74	$47.21			
	Fee %	$24.20	$18.30	$16.37	$10.27	$8.65	$11.18	$21.37	$14.55	$9.26	$10.19	$7.72	$7.26	$11.14	$9.26			
	Fully Burdened Rate	$225.90	$170.76	$152.77	$95.84	$80.71	$104.32	$199.46	$135.82	$86.47	$95.12	$72.06	$67.74	$103.94	$86.47			
	Labor Costs	$904	$7,513	$1,528	$5,175	$2,421	$835	$798	$1,630	$1,384	$1,522	$1,729	$1,626	$1,663	$1,384			
																	Total Cost	***$43,711***

Proposers Signature

Date: 7 February 2024

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Appendix VIII Pricing Form Pricing form must be prepared at the same time as the consultant prepares a response to this solicitation

****Please supply a copy of the Audited Rates**

23-03803VW Mt. Ogden Administration Building A/E Consultant Services Pricing Form

Meridian Engineering, Inc.

	Employee Name	*Mark Cook, PE*	*Fabrizzio Parra*	*Alex Yanez*	*Hours by Task*	*Cost by Task*
	Title/Role	*Civil Engineer Project Manager*	*Project Engineer*	*Civil Designer CADD*	*Hours by Task*	*Cost by Task*
1	**Schematic design**	32	18	0	50	$ 6,577
2	**Design Development**	10	23	45	78	$ 8,491
3	**Construction Documents**	20	40	100	160	$ 17,293
4	**Bidding Phase**	8	18	10	36	$ 4,167
5	**Construction Services**	10	30	13	53	$ 6,109
	Total Hours	80	129	168	377	
	Basic Hourly Rate ($)	$50.00	$40.00	$35.00		
	Audited Overhead Rate %	1.554	1.554	1.554		
	Fee %	0.11	0.11	0.11		
	Fully Burdened Rate	$141.75	$113.40	$99.22		
	Labor Costs	$11,340	$14,628	$16,669		
					Total Cost	***$42,637***

Proposers Signature Mark Cook

Date: 2/6/2024

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Keleusmatic Technologies

Appendix VIII Pricing Form Pricing form must be prepared at the same time as the consultant prepares a response to this solicitation
****Please supply a copy of the Audited Rates**

23-03803VW Mt. Ogden Administration Building A/E Consultant Services Pricing Form

Keleusmatic Technologies, Inc.

	Employee Name	*Michael Yu*	*Jerry Vicente*	-	-	-	-	-	-	-	-	-	-		
	Title/Role	*Principal, RCDD*	*Designer*	-	-	-	-	-	-	-	-	-	-	*Hours by Task*	*Cost by Task*
1	**Project Management**													-	$ -
2	**Schematic design and needs assessment**	40	40											80	$ 14,840
3	**30% Design Submittal**	16	40											56	$ 10,136
4	**60% Design Submittal**	16	40											56	$ 10,136
5	**Final Design Submittal Package**	8	16											24	$ 4,368
6	**Bidding for Construction**	8	0											8	$ 1,568
7	**Construction Support**	160	40											200	$ 38,360
	Total Hours	248	176	0	0	0	0	0	0	0	0	0	0	424	
	Basic Hourly Rate ($)	$78.50	$70.09												
	Audited Overhead Rate %	$99.70	$89.01												
	Fee %	$17.82	$15.91												
	Fully Burdened Rate	$196	$175												
	Labor Costs	$48,608	$30,800	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0		
														Total Cost	*$79,408*

Proposers Signature

Date: 05-February-2024

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 3/27/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Dave Hancock, Chief Capital Services Officer
PRESENTER(S): David Osborn, Project Manager III

TITLE:

Change Order: Depot District Clean Fuels Technology Center Contract Change Order No. 43 - Underground Power Unused Provisional Sum Credit (Big-D Construction)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorize the Executive Director to execute the deductive change order #43 with Big D construction in the amount of -$257,183.85.

BACKGROUND:
The phase 1 contract with Big D Construction to build the Depot District Clean Fuels Technology Center was executed in August of 2018, and a change order for phase 2 was approved by the Board of Trustees on June 19, 2019.

Provisional sums were included in the change order for the underground power service from 600 West along 200 South to the UTA property for contaminated soils, railroad insurance and permits, dewatering, utility test holes, utility adjustments due to underground conflicts, inclement weather, and Union Pacific railroad monitoring and construction observation. Use of these provisional sums for items with a difficult to determine cost or quantity reduces risk to both UTA and the contractor. The contract amount for these items was $465,000. The contractor was reimbursed for actual costs of $207,816.85.

DISCUSSION:
This deductive change order is to reduce the contract amount of the provisional sums to match the actual costs incurred by the contractor and paid by UTA.

CONTRACT SUMMARY:

Contractor Name:	Big D Construction
Contract Number:	18-2741-43
Base Contract Effective Dates:	August 24, 2018 (Phase 1 contract) June 24, 2019 (Phase 2 contract)
Extended Contract Dates:	January 31, 2024
Existing Contract Value:	$78,061,22538
Amendment Amount:	-$257,183.85
New/Total Contract Value:	$77,804,041.53
Procurement Method:	N/A
Budget Authority:	2024-2028 UTA Capital Plan

ALTERNATIVES:

N/A

FISCAL IMPACT:

This project is included in the 2024 Capital Budget which is part of the approved 5-year Capital Plan. This change order reduces the overall contract amount.

ATTACHMENTS:

1) Big-D CO #43 Change Order

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UTA

CCO #043

Project: MSP102 - Depot District

Contract Change Order #043: CO-043 - Deductive Change Order - Unused provisional sums

CONTRACT COMPANY:	**BIG-D CONSTRUCTION**	**CONTRACT FOR:**	182741-OG:Commitment to BIG-D CONSTRUCTION
DATE CREATED:	3/05/2024	**CREATED BY:**	David Smurthwaite **(Utah Transit Authority)**
CONTRACT STATUS:	Approved	**REVISION:**	0
REQUEST RECEIVED FROM:		**LOCATION:**	
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	03/05/2024
INVOICED DATE:		**PAID DATE:**	
REFERENCE:		**CHANGE REASON:**	Administrative Procedure
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	
FIELD CHANGE:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	($257,183.85)

DESCRIPTION:
CE #042 - Deductive Change Order - Unused provisional sums
This deductive CO is for allowances/contingency items for contaminated soils, dewatering, inclement weather, and railroad monitoring and insurance that were not used when we installed the power to the Depot District.

ATTACHMENTS:

DIRECTION OR AUTHORIZATION TO PROCEED (DAP) PREVIOUSLY EXECUTED::	**IT IS MUTUALLY AGREED UPON, THERE IS A SCHEDULE IMPACT DUE TO THIS CHANGE ORDER::**
TIME COMPLETION CHANGE (DAYS/DATE):	

CHANGE ORDER CHECKLIST

1. IS THERE A CLEAR DESCRIPTION OF THE PERTINENT FACTS FOR THIS CHANGE?:	Yes	**2. WAS AN INDEPENDENT ESTIMATE RECEIVED BEFORE THE CONTRACTOR ESTIMATE AND IS THERE A CLEAR RECORD OF NEGOTIA:**	Yes
3. IS THERE REFERENCE TO THE APPLICABLE CONTRACT SECTION ALLOWING THE CHANGE?:	Yes	**4. IS THERE ADEQUATE JUSTIFICATION FOR THE CHANGE; I.E., ADDED SCOPE, CHANGED CONDITIONS, BETTERMENT ETC.:**	Yes

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5. WAS AGREEMENT REACHED PRIOR TO STARTING ANY WORK ON THIS CHANGE?:	N/A	**6. ARE THERE THIRD PARTY FUNDING PARTICIPANTS AND HAVE THEIR APPROVAL(S) BEEN RECEIVED IN WRITING?:**	N/A
7. ARE UTILITY AND ROW AGREEMENTS IN PLACE?:	N/A	**8. WAS THE CONTRACTOR INFORMED OF SUBSURFACE CONDITIONS?:**	N/A
9. IF THE CHANGE MODIFIES A CONTRACTUAL MILESTONE, IS A SCHEDULE ANALYSIS INCLUDED?:	N/A	**10. DID TIME ALLOW GOING OUT TO BID FROM ANOTHER CONTRACTOR?:**	N/A
11. IS THE CHANGE DESIGN COMPLETE?:	N/A	**12. HAS A LEGAL REVIEW BEEN PERFORMED?:**	Yes
13. WERE PROJECT CONTINGENCY REQUIREMENTS OBSERVED?:	N/A	**14. ARE ALL ASPECTS OF THIS CHANGE INCLUDING TIME AND PRICE AGREED UPON WITHOUT RESERVATION BY THE PARTIES IN:**	N/A
15. WERE QUOTES FROM OTHER POTENTIAL CONTRACTORS RECEIVED? IF YES, ATTACH.:		**16. IS THIS CHANGE CONSISTENT WITH THE ENVIRONMENTAL DOCUMENT AND /OR ENVIRONMENTAL PERMITS?:**	N/A
17. ARE LABOR, MATERIAL, AND EQUIPMENT PRICES SUFFICIENTLY DETAILED AND ARE MARKUPS PER THE CONTRACT PROVISIO:	N/A	**18. IS THE CHANGE ALLOWABLE AND APPLICABLE AND QUALIFY FOR FEDERAL PARTICIPATION?:**	N/A
CHECKLIST NOTES, IF APPLICABLE:			

CHANGE ORDER APPROVAL

CHANGE ORDER LEGAL STATEMENT:	The amount of any adjustment to time for Substantial Completion and/or Guaranteed Completion or Contract Price includes all known and stated impacts or amounts, direct, indirect and consequential, (as of the date of this Change Order) which may be incurred as a result of the event or matter giving rise to this Change Order. Should conditions arise subsequent to this Change Order that impact the Work under the Contract, including this Change Order, and justify a Change Order under the Contract, or should subsequent Change Orders impact the Work under this Change Order, UTA or the Contractor may initiate a Change Order per the General Provisions, to address such impacts as may arise.
REQUIRED SIGNATURES:	**Project Manager** $0 - 24,999 **Legal Review** $25k or greater **Dir. of Capital Projects** $25k - 74,999 **Chief Service Dev. Ofcr.** $75k - 199,999 **Executive Director** $200,000+ **Procurement/Contracts** (for all)

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Signature (Legal):

By: DocuSigned by: Mike Bell 70E33A415BA44E6...

Date: 3/5/2024

Signature (Procurement):

By: _____

Date: _____

Signature (Project Manager):

By: _____

Name: _____

Date: _____

Signature (Director):

By: _____

Name: _____

Date: _____

Signature (Chief Service Development Officer):

By: _____
David Hancock, Chief Service Development Officer

Date: _____

Signature (Executive Director):

By: _____
Jay Fox, Executive Director

Date: _____

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Amount
1	40-3102.68912.00000 Depot District	Deductive CO	$(257,183.85)
		Grand Total:	**$(257,183.85)**

The original (Contract Sum)	$ 18,735,648.38
Net change by previously authorized Change Orders	$ 59,325,577.00
The contract sum prior to this Change Order was	$ 78,061,225.38
The contract sum will be decreased by this Change Order in the amount of	($257,183.85)
The new contract sum including this Change Order will be	$ 77,804,041.53
The contract time will not be changed by this Change Order.	

BIG-D CONSTRUCTION

DocuSigned by: Brian Murphy 3/5/2024
...FB546E...

SIGNATURE **DATE** **SIGNATURE** **DATE**

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CONSTRUCTION SERVICES AMENDMENT
DEPOT DISTRICT CLEAN FUELS TECHNOLOGY CENTER (CM/GC)
PHASE 2 CONTRACT

This Construction Manager / General Contractor Agreement – Phase 2 Construction Services Amendment ("**Amendment**") is between Utah Transit Authority, a public transit district organized under the laws of the State of Utah ("**UTA**"), and Big-D Construction, a Utah Corporation ("**Contractor**").

RECITALS

A. UTA is developing a project to construct the Depot District Clean Fuels Technology Center, a bus maintenance, operations and administration facility (the "Project").

B) Pursuant to Request for Proposals No. 18-2741TP, UTA and Contractor entered into the Construction Manager/General Contractor Agreement – Phase 1 Pre-Construction Services, dated August 24, 2018 (UTA Contract No. 18-2741TP and hereinafter the "**Phase 1 Agreement**").

C) Pursuant to the process and pricing methodologies outlined in the Phase 1 Agreement, UTA and Contractor have negotiated and agreed on the lump sum construction price, schedule, and scope of work for the first construction phase of the Project.

D) UTA and Contractor desire to amend the Phase 1 Agreement to include that scope, schedule, and price for the initial phases of Project specified in the issued for construction documents incorporated by Section 4 of this Amendment. Hereafter, the term "**Agreement**" refers collectively to the Phase 1 Agreement and this Amendment for the Project.

E) UTA and the Contractor intend agree that it will be necessary to enter into additional, separate and distinct phase 2 construction services (or amend and/or restate this Amendment) as necessary to address additional construction phases for the Project.

AGREEMENT

Therefore, the parties agree as follows:

1. Scope of Work. Contractor shall perform the Work. In the Contract Documents, "**Work**" means all construction and other services required by the Contract Documents, including procuring and furnishing all material, equipment, services and labor reasonably inferable from the Contract Documents as necessary to complete the Project. The general Scope of Work and Schedule for the initial construction phases is attached as Exhibit A. The Scope of Work and Schedule for additional phases shall be added by subsequent amendment to the Agreement.

2. Schedule. (a) Contractor shall commence the Work for the initial construction phases and additional separate and distinct phase 2 Work (which, for purposes of this Section, shall not include the Phase 1 Work) within seven (7) days of Contractor's receipt of a Notice to Proceed ("**NTP**") from UTA. UTA is not required to issue an NTP until all insurance, bonding, and other required documentation is submitted and deemed acceptable by UTA.

(b) UTA may issue a limited Notice to Proceed on a portion of the Work, and may issue a series of limited NTPs to provide for progression of the Work in phases. Issuance of a limited NTP will not be deemed to require UTA to issue any subsequent NTPs, and will not be deemed to obligate UTA to complete the Project or to pay Contractor for any portion of the Work not encompassed by an NTP issued by UTA.

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(c) The Contractor shall achieve Substantial Completion of the initial construction phases of the Work no later than six (6) months from NTP date and required permits (the "**Substantial Completion Date**"). The Substantial Completion Date for additional phases shall be added by subsequent amendment to the Agreement. In the Contract Documents, "**Substantial Completion**" means that the Work is sufficiently complete in accordance with the Contract Documents so that UTA can occupy and use the Project for system integration testing, training, and pre-revenue operations.

(d) The Contractor shall achieve Revenue Readiness of the initial construction phases of the Work no later than NA for this Phase 2 Amendment (the "**Revenue Operations Date**"). The Revenue Operations Date for additional phases shall be added by subsequent amendment to the Agreement. In the Contract Documents, "Revenue Readiness" means that the Work is sufficiently complete in accordance with the Contract Documents so that the Project is ready for public use.

(e) The Contractor shall achieve Final Completion of the initial construction phases of the Work as expeditiously as reasonably practicable, but in no event later than four (4) weeks after Substantial Completion (the **"Final Completion Date"**). The Final Completion Date for additional phases shall be added by subsequent amendment to the Agreement. In this Agreement, "**Final Completion**" means that the Work is complete in accordance with the Contract Documents, including but not limited to, final completion of all punch list items and delivery of all documents in accordance with the General Conditions.

(f) Time is of the essence with respect to the dates set forth in this section. The critical path method schedule for the initial construction phases of the Work is attached as part of Exhibit A. The schedule for additional phases of the Work will be added by subsequent amendment of the Agreement. There are no liquidated damages applicable to the initial construction phases of the Work. To the extent that liquidated damages are to be applicable for future work phases, the terms and amounts of such liquidated damages shall be set forth in one or more subsequent amendments to the Agreement.

3. Price and Payment. (a) As full compensation for completing the initial construction phases of the Work in accordance with the Contract Documents, UTA shall pay to the Contractor the lump sum price of $2,068,783.00 (the "**Contract Price**"), as more particularly set forth on the Price and Payment Form, attached as Exhibit B. The Contract Price for additional phases shall be added by subsequent amendment to the Agreement. For purposes of this Addendum, the Contract Price does not include the Phase 1 Contract Price, which is defined by, and paid under, the Phase 1 Agreement. The procedures for invoicing and payment are set forth in Article 4 of the General Conditions.

(b) For purposes of calculating changes in the Contract Price pursuant to Section 7.6 of the General Conditions, Contractor will be entitled to the following:

1. A maximum markup of six and forty-eight-hundredths percent (6.48%) for Indirect Costs that are applied to or to multiply the direct cost of work.
2. A maximum markup of one and one-half percent (1.5%) to cover Risk and Contractor's contingency that are applied to or to multiply the direct cost of work.
3. A maximum markup of one and ninety-five-hundredths (1.95%) as the Contract Fixed Fee percentage for Profit and Corporate General and Administrative costs when applied to the actual subtotal construction costs (direct, indirect and risk).

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4. A maximum markup percentage rate on subcontractors and material suppliers for the construction phase to arrive at their direct costs of ten percent (10%).
5. A maximum markup percentage for all tier levels of subcontractors and material suppliers during the construction phase of fifteen percent (15%).
6. A multiplier or burden applied to base labor wages to arrive at typical billing rates for contractor's personnel of fifty percent (50%).

4. Contract Documents. (a) The Contract Documents consist of the following:

(1) All written amendments and Change Orders to this Amendment executed in accordance with Article 7 of the General Conditions;

(2) This Amendment, including its exhibits and Federal Clauses, and specifically including the General Conditions attached as Exhibit C;

(3) The issued for construction design and specification packages for the following initial phases of the project: (i) building removal/demolition and hazardous materials abatement per Exhibit A; The scoping documents for additional phases of the contract may be added to this Amendment from time to time.

(4) All written amendments and Change Orders to the Phase 1 Agreement, executed in accordance with the Phase 1 Agreement;

(5) The Phase 1 Agreement, including its exhibits;

(6) The Contractor's Proposal in response to the RFP; and

(7) The RFP.

(b) The parties intend that the Contract Documents include and provide for all aspects of the Work that are necessary for the proper initiation, performance, and Final Completion of the Work by the Contractor, by the Final Completion Date, and for the Contract Price. The parties intend that the Contract Documents be interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction industry standards.

(c) If any terms of the Contract Documents contradict any other terms, the terms contained in the more recent Contract Document will govern.

(d) Contractor acknowledges that, prior to the execution of this Agreement, it has carefully reviewed the Contract Documents for errors, omissions, conflicts or ambiguities (each, a "**Discrepancy**"), and is not aware of any Discrepancies as of the execution of this Agreement. If the Contractor becomes aware of a Discrepancy, the Contractor shall immediately notify UTA's Project Manager of that Discrepancy in writing. UTA's Project Manager shall promptly resolve the Discrepancy in writing. Contractor's failure to promptly notify UTA of an apparent discrepancy will be deemed a waiver of Contractor's right to seek an adjustment of the Contract Price or Contract Times due to the discrepancy.

(e) The Contract Documents form the entire contract between UTA and the Contractor and by incorporation in this Agreement are as fully binding on the parties as if repeated in this Agreement. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

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5. Representatives of the Parties. (a) UTA designates E. Gregory Thorpe as its Project Manager, and Grey Turner as its Senior Representative. UTA's Contract Administrator for this Agreement is Teressa Pickett. Questions or correspondence regarding the contractual aspects of this Agreement should be directed to Ms. Pickett, at the address set forth in section 9.

(b) Contractor designates Troy Robertson as its Project Manager, and Jim Allison as its Senior Representative.

6. Key Personnel. (a) Contractor shall ensure that the following Key Personnel remain assigned to the Project until Final Completion:

(1) Jim Allison, Project Executive
(2) Troy Robertson, Project Manager
(3) Lars Erickson, Preconstruction Director

Personal to be assigned for select phases of the project:
(4) Kevin Monds, Sr. Estimator
(5) Chris Remkes, General Superintendent
(6) Wade Widdison, Superintendent
(7) Dennis Goodwin, Superintendent
(8) Mike Plaudis, BIM Director

(b) This Agreement was awarded based on Contractor's representation that such key personnel would be engaged in their respective capacities, at the commitment levels indicated, for the full duration of the Project. Contractor shall not make changes in the Key Personnel staffing without the written approval of UTA, such approval not to be withheld unreasonably. Any replacements of key personnel must have the same substantive and qualitative experience as the individuals identified in Contractor's Proposal.

7. Bonds and Insurance. (a) Contractor shall obtain and maintain the insurance coverages set forth in Exhibit D, and comply with the obligations set forth in Exhibit D.

(b) The Contractor shall provide to UTA a performance bond and a payment bond (the "Bonds") issued by a surety doing business in Salt Lake County, Utah, and listed in the then current US Department of the Treasury's Circular 570. The Bonds must each be in an amount equal to 100% of the Contract Price, and in a form acceptable to UTA. Contractor shall provide the Bonds to UTA prior to commencing any Work.

(c) Upon Final Completion of the Work, UTA may, in its sole discretion, allow Contractor to replace the performance bond with a warranty bond in an amount and in a form acceptable to UTA.

8. Prevailing Wages. Contractor shall pay or cause to be paid to all applicable workers employed by it or its Subcontractors to perform the Work not less than the prevailing rates of wages, as provided in the statutes and regulations applicable to public work contracts, including the Davis-Bacon Act. The applicable prevailing wages mandated by the Davis-Bacon Act as of the date of execution of this Phase 2 Amendment and for the county in which the Work will occur are attached as Exhibit E. Contractor shall comply with and cause its subcontractors to comply with all laws pertaining to prevailing wages.

9. Value Engineering. Savings resulting from an approved Value Engineering Change Proposal (as defined in Article 10 of the General Conditions) subsequent to the execution of this

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Amendment, will be allocated 50% to UTA, and 50% to Contractor. This provision governs over conflicting language in the General Conditions.

10. Notices. (a) To be deemed valid, all notices, requests, claims, demands and other communications between the parties ("**Notices**") must be in writing and addressed as follows:

If to Utah Transit Authority:
Utah Transit Authority
ATTN: Teressa Pickett
669 West 200 South
Salt Lake City, UT 84101
tpickett@rideuta.com

With a required copy to:
Utah Transit Authority
ATTN: E. Gregory Thorpe
669 West 200 South
Salt Lake City, UT 84101
gthorpe@rideuta.com

If to the Contractor:
Big-D Construction Corp.
ATTN: Jim Allison
404 W. 400 S.
Salt Lake City, UT 84101
jallison@big-d.com

(b) To be deemed valid, Notices must be given by one of the following methods: (i) by delivery in person (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid (iv) via email with requested delivery receipt.

(c) Either party may change the address at which that party desires to receive written notice by delivery of Notice of such change to the party as set forth above. Notices will be deemed effective on delivery to the notice address then applicable for the party to which the Notice is directed, provided, however, that refusal to accept delivery of a Notice or the inability to deliver a Notice because of an address change that was not properly communicated shall not defeat or delay the effectiveness of a Notice.

(d) Notwithstanding subsection (a) of this Section, the parties may, through mutual agreement, develop alternative communication channels 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 the Agreement.

11. Counterparts. The parties may execute this Amendment in any number of counterparts, each of which when executed and delivered will constitute a duplicate original, but all counterparts together will constitute a single agreement.

12. Effectiveness; Date. The Amendment will become effective when all parties have fully signed it. The date of this Amendment will be the date it is signed by the last individual to sign it (as indicated by the date associated with that individual's signature).

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Each individual is signing this Amendment on the date stated opposite that individual's signature.

UTAH TRANSIT AUTHORITY

By: _____ Date: 6/24/19
W. Steven Meyer, Interim Executive Director

By: _____ Date: 5/29/19
D. Eddy Cumins, Chief Operating Officer

By: _____ Date: 5/24/19
E. Gregory Thorpe, Project Manager

Approved as to Legal Form:

By: _____
Utah Transit Authority
Legal Counsel

BIG-D CONSTRUCTION

By: _____ Date: May 24, 2019
Jim Allison, Vice President

Contractor's Federal ID Number: 87-0361918

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Exhibit A to Phase 2 Construction Services Amendment
Scope and Schedule Exhibit

[Attached on the following pages]

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UTA PHASE 2 / GMP 1 - DEMOLITION AND ABATEMENT CONSTRUCTION DOCUMENT LIST

Specification:
Utah Transit Authority Depot District Technology Center
March 31, 2015

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS
SECTION 00 31 21.16 - ORIGINAL BUILDING DRAWINGS
SECTION 00 31 26 - EXISTING HAZARDOUS MATERIAL INFORMATION - BUILDINGS
DIVISION 01 - GENERAL REQUIREMENTS
SECTION 01 35 13.63 - SPECIAL PROJECT PROCEDURES FOR CONTAMINATED FACILITIES [SAI]
SECTION 01 35 13.64 - HAZMAT ABATEMENT - SUMMARY [SAI]
SECTION 01 35 13.65 - HAZMAT ABATEMENT - REFERENCE STANDARDS AND DEFINITIONS [SAI]
SECTION 01 35 13.66 - HAZMAT ABATEMENT - REGULATORY REQUIREMENTS [SAI]
SECTION 01 35 13.67 - HAZMAT ABATEMENT - COORDINATION [SAI]
SECTION 01 35 13.68 - HAZMAT ABATEMENT - FIELD TESTING [SAI]
SECTION 01 35 13.69 - HAZMAT ABATEMENT - CLEANING AND DECONTAMINATION [SAI]
SECTION 01 35 13.70 - HAZMAT ABATEMENT - TEMPORARY AREA ENCLOSURES [SAI]
SECTION 01 35 13.71 - HAZMAT ABATEMENT - TEMPORARY AIR CIRCULATION AND PRESSURE CONTROLS [SAI]
SECTION 01 74 19 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
DIVISION 02 - EXISTING CONDITIONS
SECTION 02 41 16 - STRUCTURE DEMOLITION [SAI]
SECTION 02 41 19 - SELECTIVE DEMOLITION [SAI]
SECTION 02 60 00 - CONTAMINATED SITE MATERIAL REMOVAL [SAI]
SECTION 02 82 13 - REMOVAL OF ASBESTOS CONTAINING MATERIALS [SAI]
SECTION 02 82 33 - DISPOSAL OF ASBESTOS CONTAINING WASTE MATERIALS [SAI]

Reports:

1. Wasatch Environmental Project #1574-040E
   Asbestos Survey Report – UTA Depot Roof
   December 14, 2018
2. Wasatch Environmental Project #1574-040F
   Pre-Demolition Asbestos Survey Former EIMCO Office and Maintenance Building
   March 6, 2019
3. Wasatch Environmental Project #1574-040F
   Addendum to Pre-Demolition Asbestos Survey Former EIMCO Office and Maintenance Building March 18, 2019
4. Dixon Information Inc. #101579 Report
   1-20-2015
5. ALD Analytical Report
   Dated 1-22-2015

Drawing List:

03-H101 - HAZARDOUS MATERIALS REPORTS	3/29/2019
03-H102 - HAZARDOUS MATERIALS REPORTS	3/29/2019
00-AD101 - ARCHITECTURAL DEMOLITION SITE PLAN	3/29/2019
00-AD102 - SANBORN MAPS	3/29/2019
00-AD401 - BUILDING D1 COMPLETE DEMOLITION PLAN	3/29/2019
00-AD402 - BUILDING D2 COMPLETE DEMOLITION PLAN	3/29/2019

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00-AD403 - BUILDING D3 COMPLETE DEMOLITION PLAN	3/29/2019
00-AD404 - BUILDING D4 COMPLETE DEMOLITION PLAN	3/29/2019
00-AD405 - BUILDING D5 COMPLETE DEMOLITION PLAN	3/29/2019
00-AD406 - BUILDING D6 COMPLETE DEMOLITION PLAN	3/29/2019
00-AD407 - BUILDING D7 COMPLETE DEMOLITION	3/29/2019
00-AD408 - BUILDING D8 COMPLETE DEMOLITION	3/29/2019
00-AD409 - FLHQ BLDG D9 PARTIAL DEMOLITION PLANS	3/29/2019
03-AD101 SLAB PLAN - BUILDING 3 LEVEL 1 OVERALL SELECTIVE DEMOLITION FLOOR	3/29/2019
03-AD102 - BUILDING 3 LEVEL 1 OVERALL SELECTIVE DEMOLITION PLAN	3/29/2019
03-AD103 - BUILDING 3 LEVEL 2 OVERALL SELECTIVE DEMOLITION PLAN	3/29/2019
03-AD104 - BUILDING 3 ROOF OVERALL SELECTIVE DEMOLITION PLAN	3/29/2019
03-AD105 - UILDING 3 LEVEL 2 RCP OVERALL SELECTIVE DEMOLITION PLAN	3/29/2019
03-AD201 ELEVATION - BUILDING 3 ENLARGED EXTERIOR SELECTIVE DEMOLITION EAST	3/29/2019
03-AD202 ELEVATION - BUILDING 3 ENLARGED EXTERIOR SELECTIVE DEMOLITION WEST	3/29/2019
03-AD203 ELEVATION - BUILDING 3 ENLARGED EXTERIOR SELECTIVE DEMOLITION NORTH	3/29/2019
03-AD211 - BUILDING 3 INTERIOR SELECTIVE DEMOLITION ELEVATIONS	3/29/2019
03-AD301 - BUILDING 3 SELECTIVE DEMOLITION SECTIONS	3/29/2019
03-AD311 - BUILDING 3 SELECTIVE DEMOLITION WALL SECTIONS	3/29/2019
03-AD312 - BUILDING 3 SELECTIVE DEMOLITION WALL SECTIONS	3/29/2019
03-AD313 - BUILDING 3 SELECTIVE DEMOLITION WALL SECTIONS	3/29/2019
03-AD501 - BUILDING 3 DEMOLITION DETAILS	3/29/2019
03-AD502 - BUILDING 3 DEMOLITION DETAILS	3/29/2019

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UTA DEPOT DISTRICT TECHNOLOGY CENTER
PHASE 2: DEMOLITION / HAZMAT ABATEMENT
PROPOSAL CLARIFICATIONS & ASSUMPTIONS

GENERAL CLARIFICATIONS

1. Balance of contractor-controlled owner contingency will be refunded to owner at end of the project. These contingencies are list below:
    a) Demolition contingency $90,000 (as a provisional sum)
    b) Abetment contingency $40,000 (as a provisional sum)
2. Special Inspections, material testing, soil testing and other testing services are not included. It is understood these services will be procured and paid for by UTA. This includes testing as noted on the Salt Lake City Notes, Note #5, Sheet 00-C101.
3. This estimate does include permits, plan check, impact and other fees assessed by municipalities or authorities having jurisdiction.
4. Fees associated with Dominion Energy, Rocky Mountain Power, Century Link or other public/private utility providers are excluded.
5. Temporary parking for subcontractors is anticipated to be on-site.
6. Costs for LEED management are not currently included in the estimate. Please refer to VE Options for LEED pricing based upon LEED classification.
7. In order to mitigate subcontractor's schedule and cost risks on the project, Big-D will bond or include SDI at a stipulated rate of 1.25%.

DEMOLITION

8. Pricing is based on being able to utilize water and power utilities from UTA. Subcontractors will provide connections to water and power and be responsible for their own hoses and cords.
9. Buildings D7 & D8 are shown in the plans as being existing. However, these two buildings have been removed since the plans were completed. We do not have any costs for removal of these two structures in this estimate.
10. The plans show a "heavy loaded paving access" that is to remain functional during the construction process to allow buses and other vehicles to access the fueling facility. Our plan is to saw cut and leave the current paving in place for as long as possible in this area so as to not incur additional costs for a new access road. At some point this access road will be removed and repaved with the proscribed pavement. At this point access will need to be provided from another location. This location can be determined by the UTA / Big-D team.

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HAZARDOUS MATERIALS ABATEMENT

11. No removal of Petroleum contaminated soils is included in this phase / pricing. All removal and disposal will be handled in a later phase by the earthwork contractor. Based upon the original survey, we are unsure if this contamination field has spread since the first survey was completed. Additional evaluation will be made once the concrete floor slab has been removed from Building 3.
12. Big-D has included cost to encapsulate lead paint on columns identified in yellow highlights on Appendix A. No additional columns have been included to encapsulated. All steel shown to be removed with lead paint will be recycled.

FIRE SUPPRESSION

13. Fire Suppression demolition is not included in this bid package. Fire Suppression demolition will take place when system is modified during maintenance renovation phase of work.

HVAC

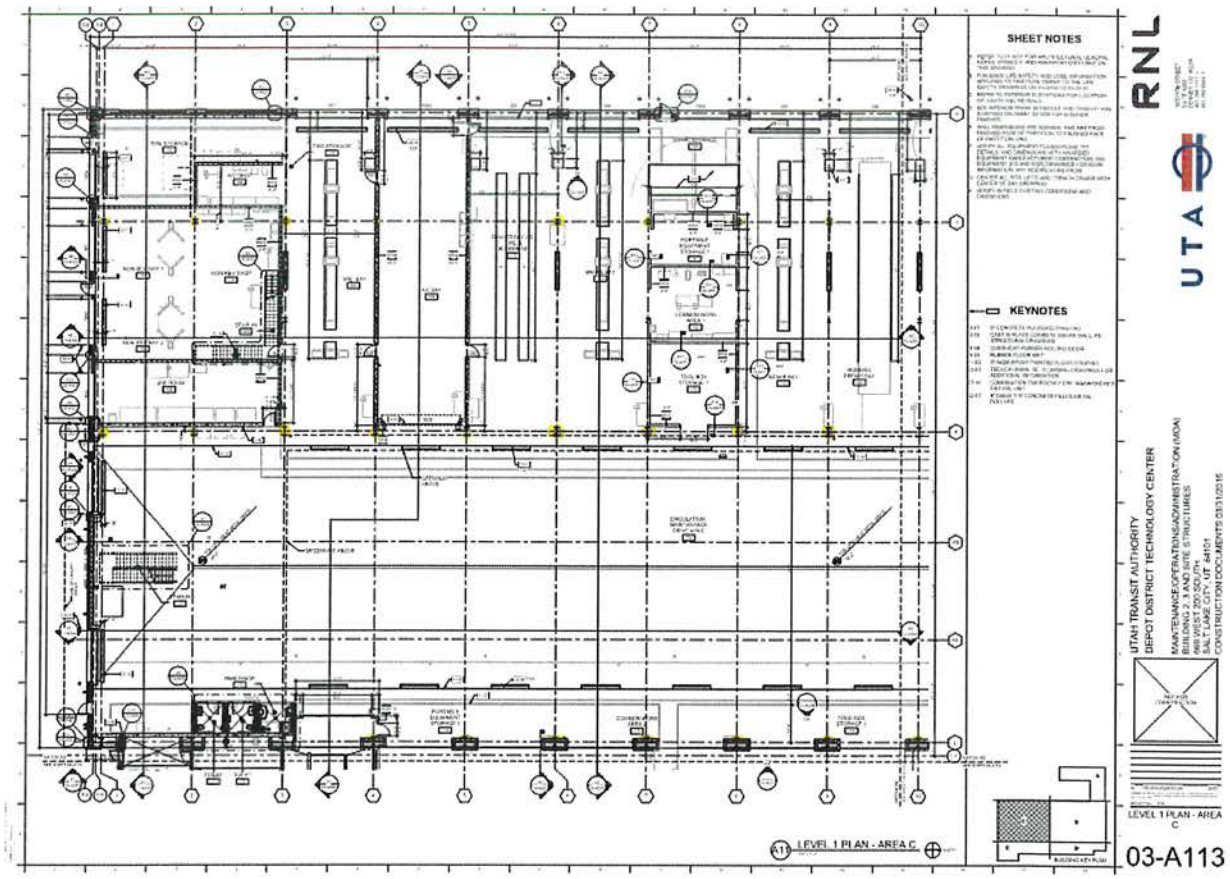
14. No removal or salvage of existing rooftop HVAC units has been included in this pricing. The plans do not reflect units being salvaged for future use or relocated.

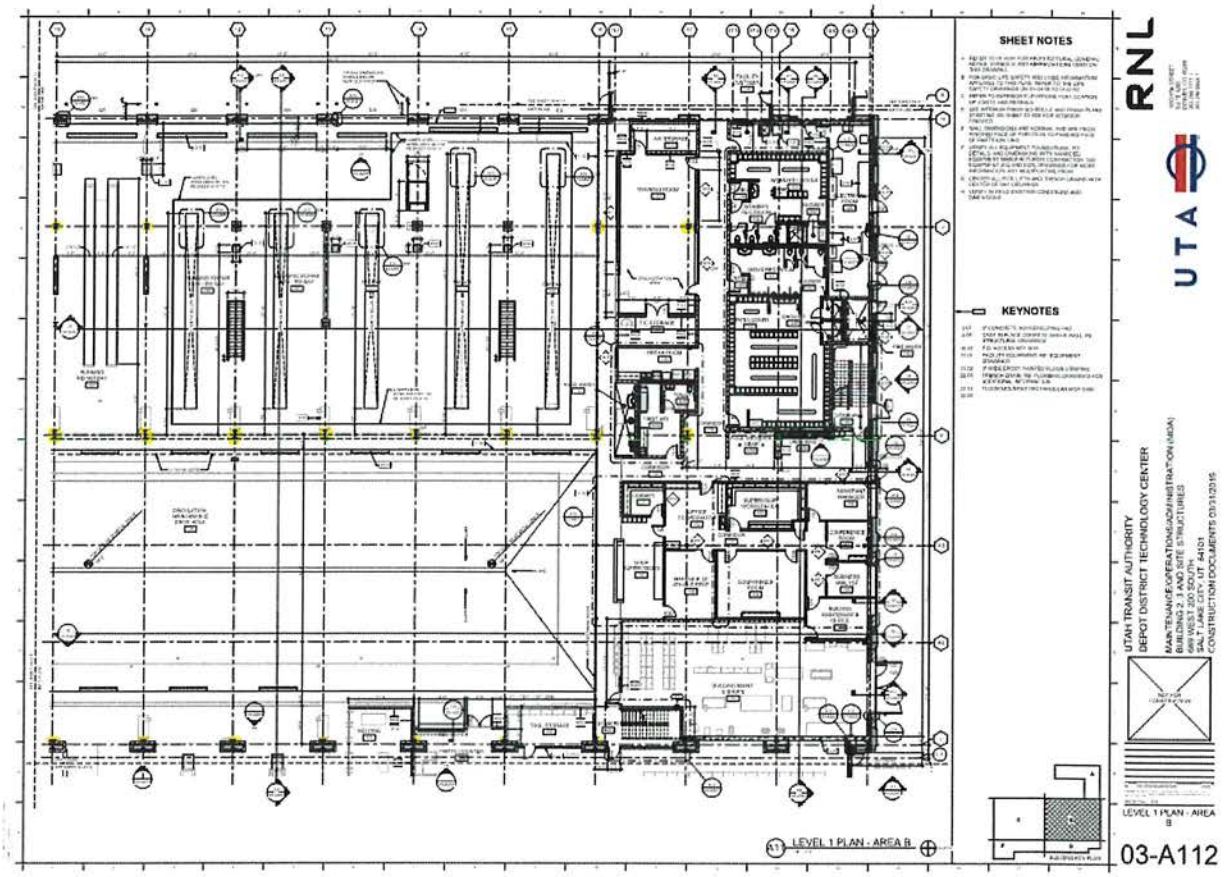
ELECTRICAL

15. We have included costs to investigate power to each building, shut off and make safe as required.
16. We have not included the demo and relocation of (2) transformers located in Bldg. 3. These transformers provide power to an existing building and this power needs to remain.

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Appendix A





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Exhibit B to Phase 2 Construction Services Amendment
Detailed Price and Payment Exhibit

[Attached on the following pages]

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UTA Depot District Technology Center - Phase 2/GMP 1: Demo & Abatement
Salt Lake City, UT

BIG-D CONSTRUCTION

Alt 1

	DESCRIPTION	GMP 1	ESTIMATE 3/7/2019	Variance Over (Under) Budget	SUB / SUPPLIER	Demo Bldg 3
●	2A Demolition	901,136	951,859	(50,723)	Reynolds Brothers	112,107
●	Demolition Contingency	90,000	90,000		UTA	15,000
●	2B Hazardous Materials Abatement	399,155	845,237	(446,082)	Eagle Environmental	58,556
●	Abatement Contingency	40,000	40,000		UTA	10,000
	SUBTOTAL	**$1,430,291**	**$1,927,096**	**(496,805)**		**$195,663**
1.50%	Contractor Contingency	21,454	144,532	-123,078	Big-D	3,259
	SUBTOTAL	**1,451,746**	**2,071,628**	**(619,883)**		**198,921**
6.48%	Overhead (GC's, Insurance, Fees, Bonds)	94,073	134,242	(40,168)	Big-D	14,077
	Building Permit	280,000	286,000	(6,000)	SLC	
	Demolition Permit	17,378		17,378	SLC	1,825
	Plan Check Fees	180,773		180,773	SLC	
	Impact Fees	18,841		18,841	SLC	
	Utah State Fee	3,781		3,781	Utah	
	SUBTOTAL	**2,029,214**	**2,491,870**	**(462,656)**		**214,823**
1.95%	Fee	39,570	48,591	(9,022)	Big-D	4,236
	TOTAL	**$2,068,783**	**$2,540,461**	**-$471,678**		**$217,234**

GMP 1 / Phase 2 Total	**$ 2,068,783**
Add Alternate to Demo Building 3	**$217,234**

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UTA Depot District Technology Center - Phase 2/GMP 1: Demo & Abatement

24100
2A Demolition

BIG-D CONSTRUCTION

Base Bid

Reynolds Brothers	901,136

Spec Section	Scope of Work Description	Reynolds Brothers	Total Interior Demolition	Grant Mackay	Notes
	BASE BID	*	830,000	1,556,523	
Spec	SPEC SECTIONS				
24116	STRUCUTRE DEMOLITION	INCL	INCL	INCL	
24119	SELECTIVE DEMOLITION	INCL	INCL	INCL	
	TRADE SPECIFIC SCOPE	887,619	100,819	118,919	
1	DAQ Ten Day Notifications	2,820	2,820	2,820	
2	Mobilization	8,500	INCL	INCL	
3	4 Total mobilizations	1,350	1,350	4,500	
4	Move wood pile into Maintenance	3,114	3,114	3,114	
5	Building Separation	42,910	INCL	INCL	
6	Building D1	291,150	INCL	INCL	
7	Building D2	INCL	INCL	INCL	
8	Building D3	INCL	INCL	INCL	
9	Building D4	INCL	INCL	INCL	
10	Building D5	INCL	INCL	INCL	
11	Building D6	INCL	INCL	INCL	
12	Building D9	7,740	INCL	INCL	
13	Bldg 3 slabs	74,800	INCL	INCL	
14	Bldg 3 Catwalks	221,500	INCL	INCL	
15	Bldg 3 Bridge Cranes	19,000	INCL	INCL	
16	Bldg 3 interior office and restroom areas	INCL	INCL	INCL	
17	Saw cutting & removal to make openings in West walls	106,250	INCL		
18	Remove asphalt - East, West & South Sides	14,950	INCL	14,950	
19	Remove exterior concrete paving	10,700	10,700	10,700	
20	Excavate and remove turntable footings	5,250	5,250	5,250	
21	Ramp & Canopy at building 1	1,900	1,900	1,900	
22	TCLP Testing (10)	2,500	2,500	2,500	
23	Street Sweeping	7,500	7,500	7,500	Big-D 65 hours @ $115/hr
24	Clean-up (1,040 HRS)	36,400	36,400	36,400	Big-D 1,040 hours @ $35/hr
25	Layout of openings	5,100	5,100	5,100	
26	Electrical make safe of all structures prior to demo	10,365	10,365	10,365	GSL
27	Relocation of fire riser equipment & connections in Building D9	2,020	2,020	2,020	GSL
28	Mechanical Capping	8,500	8,500	8,500	
29	Salvage Timber Building 5	3,300	3,300	3,300	
	GENERAL ITEMS	13,517	10,816	19,456	
30	Addenda Acknowledged	INCL	INCL	INCL	
31	Sales Tax State/City/County: EXEMPT	EXCL	EXCL	EXCL	
32	P&P Bond/Subcontractor Default Insurance	13,517	10,816	19,456	
33	P&P Bond Rate	1.5%	0	0	
34	Big-D Prequalified	RENEWAL IN PROCESS	EXPIRED	YES	
35	Agree to Big-D Subcontract, Terms & Conditions	YES	YES	YES	
36	Agrees to Meet Insurance Requirements	YES	YES	YES	
37	Contractor License Number Valid	YES	YES	YES	
	Totals:	901,136	941,635	1,694,898	
	Variances:	0	40,499	793,762	
		0.0%	4.5%	88.1%	

Alt 1 - Demo Bldg 3

Reynolds Brothers

Spec Section	Scope of Work Description	Reynolds Brothers	Total Interior Demolition	Grant Mackay	Notes
	Demo Bldg 3 entirely	110,425	85,800	85,800	
	P&P Bond/Subcontractor Default Insurance	1,682	1,682	1,682	
	P&P Bond Rate	1.5%	0	0	
	Totals:	112,107	87,482	87,482	
	Variances:	0	24,625	-24,625	
		0.0%	-22.0%	-22.0%	

Total w/(Alternates)	1,013,243	1,029,117	1,782,380

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UTA Depot District Technology Center - Phase 2/GMP 1: Demo & Abatement

26200
2B Hazardous Materials Abatement

BIG-D CONSTRUCTION

Base Bid

Eagle Environmental	399,155

	Spec Section	Scope of Work Description	Environmental Abatement	Eagle Environmental	Rocmont	Notes
		BASE BID	277,854	289,477	530,786	
•	Spec	SPEC SECTIONS				
	26000	CONTAMINATD SITE MATERIAL REMOVAL	INCL	INCL	INCL	
	28213	REMOVAL OF ASBESTOS CONTAINING MATERIALS	INCL	INCL	INCL	
	28233	DISPOSAL OF ASBESTOS CONTAINING WASTE MATERIALS	INCL	INCL	INCL	
•		TRADE SPECIFIC SCOPE	63,680	41,401	54,080	
	1	Permitting costs				
	2	Remove windows	4x10, 198 ea.	5x10, 480 ea.	212,260 Lf	
	3	Remove windows - high	4x4, 319 ea.	INCL	INCL	
	4	Remove Vinyl Tile	INCL	INCL	INCL	
	5	Remove asbestos containing floor tile	INCL	25,801	INCL	
	6	Black Mastic	INCL	INCL	INCL	
	7	TSI pipe elbows and T's	45 EA.	INCL	INCL	
	8	TSI Pipe Wrap	INCL	INCL	INCL	
	9	Mirror Mastic	INCL	INCL		
	10	4' fluorescent lights	INCL	INCL	INCL	
	11	Ballasts	INCL	INCL	INCL	
	12	Arc lights	INCL	INCL	INCL	
	13	Lead based paint on the north side of Building D6	8,400	INCL	INCL	
	14	Lead based paint on the north side of Building D3 (Maintenance Bldg.)	INCL	INCL	INCL	
	15	Containment on north side of maintenance bldg	INCL	INCL	INCL	
	16	Water hoses and connections for your own work	INCL	INCL		
	17	Power cords for your own work	INCL	INCL		
	18	Temp lighting	1,250	1,250	1,250	
	19	Temp power connection	850	850	850	
	20	Remobilize	1,200	INCL	INCL	
	21	Clean and paint columns along gridlines J, K & L of Maintenance Building - 22' above slab	INCL	INCL	INCL	
	22	Water Meter (Hydrant)	2,500	2,500	2,500	
	23	Water Usage	1,500	1,500	1,500	
	24	Duration	114 days	40 days	12 weeks	
	25	Additional supervision for schedule	38,480	INCL	38,480	
	26	Clean Up	7,000	7,000	7,000	Big-D 200 hours @ $35/hr
	27	Street Sweeping	2,500	2,500	2,500	Big-D 21 hours @ $135/hr
•		GENERAL ITEMS	68,412	68,277	71,492	
	28	Abatement Insurance	51,688	51,688	51,688	
	29	Monitoring professional services	11,600	11,600	11,600	R&R Environmental
	30	Prevailing Wage / certified Payroll	INCL	INCL		
	31	Addenda Acknowledged	INCL	INCL	INCL	
	32	Sales Tax State/City/County: EXEMPT	INCL	INCL	INCL	
	33	Subcontractor Default Insurance / Bond	5,124	4,989	8,204	
	34	Big-D Prequalified	NO	NO	NO	
	35	Agree to Big-D Subcontract, Terms & Conditions	YES	YES	YES	
	36	Agrees to Meet Insurance Requirements	YES	YES	YES	
	37	Contractor License Number Valid	YES	YES	YES	
		Totals:	409,946	399,155	656,358	
		Variances:	10,791	0	257,203	
			2.7%	0.0%	64.4%	

Alt 1 - Demo Bldg 3

Eagle Environmental	

	Spec Section	Scope of Work Description	Environmental Abatement	Eagle Environmental	Rocmont	Notes
		BASE BID				
•	Spec	SPEC SECTIONS				
	26000	North Wall Abatment	93,656	93,656	93,656	
		Credit Back On North	(35,100)	(35,100)	(35,100)	
		Big-D Prequalified	NO	NO	NO	
		Agree to Big-D Subcontract, Terms & Conditions	YES	YES	YES	
		Agrees to Meet Insurance Requirements	YES	YES	YES	
		Contractor License Number Valid	YES	YES	YES	
		Totals:	58,556	58,556	58,556	
		Variances:				
			0.0%	0.0%	0.0%	

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Exhibit C to Phase 2 Construction Services Amendment
Design and Construction General Conditions

ARTICLE 1
General

1.1 **Cooperation.** UTA and Contractor commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, so as to permit each party to realize the benefits afforded under the Contract Documents.

1.2 **Professional Standards.** Contractor shall perform the Work in a good and workmanlike manner, and shall use reasonable skill, care, and diligence. If the Work includes professional services, Contractor shall perform those services in a professional manner, using at least that standard of care, skill and judgment that can reasonably be expected from similarly situated professionals.

1.3 **Definitions.** Terms that are defined in the Agreement have the same definition in all the Contract Documents, including in these General Conditions. Unless expressly modified by the Agreement, the following definitions shall also apply to all Contract Documents:

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

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

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

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

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

"Contract Documents" means those documents designated as Contract Documents in the Agreement.

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

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

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

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

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

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

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

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

"Project" means the construction project described in the Agreement.

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

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

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

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

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

"Work" means all obligations, duties, requirements, and responsibilities for the successful completion of the Project by Contractor, including furnishing of all services and/or equipment (including obtaining all applicable licenses and permits to be acquired by Contractor) in accordance with the Contract Documents.

ARTICLE 2
Contractor's Services

1.1 **General Services.**

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

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

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

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

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

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

1.2.3 To the extent not prohibited by the Contract Documents or Legal Requirements, and with the approval of UTA, Contractor may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

1.2.4 Contractor shall submit proposed Construction Documents to UTA, which must be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meeting minutes. The parties shall have a design review meeting to discuss, and UTA shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.2.2 above. Contractor shall submit one set of approved Construction Documents to UTA prior to commencement of construction.

1.2.5 UTA's review and approval of interim design submissions, meeting minutes, and Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither UTA's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to: (i) relieve Contractor from its obligations to comply with the Contract Documents; (ii) relieve Contractor from its obligations with respect to the accuracy of the design submittals; or (iii) transfer any design liability from Contractor to UTA.

1.2.6 Upon completion of the Work, and as a condition to receiving final payment pursuant to Section 4.7, Contractor shall prepare and provide to UTA a final set of as-built

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drawings, depicting the Project as completed, including all changes to the Project made subsequent to the approval of the Construction Documents.

1.2.7 All drawings, specifications, interim design submissions, Construction Documents, and other documents furnished by Contractor to UTA pursuant to the Contract Documents (those documents, the "Work Product") are deemed to be instruments of service and Contractor shall retain the ownership and intellectual property rights therein.

1.2.8 Once UTA has made a corresponding payment for the Work required for Contractor to prepare any Work Product, Contractor will be deemed to have granted to UTA a license to use that Work Product in connection with the construction, occupancy, and maintenance of the Project, or any other UTA project or facility.

1.3 **Government Approvals, Permits, and Legal Requirements.**

1.3.1 Except where the Contract Documents expressly state that UTA will be responsible for a specific entitlement, Contractor shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project or Site. Contractor shall provide reasonable assistance to UTA in obtaining any permits, approvals, and licenses that the Contract Documents expressly specify to be a UTA responsibility.

1.3.2 Contractor shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

1.3.3 Contractor shall file a notice of commencement, a notice of completion, and other notices required by Utah Code Title 38 (Liens). Contractor shall file such notices in the manner and within the time periods required by law.

1.3.4 The Contract Price and/or Contract Time(s) will be adjusted to compensate Contractor for the effects of any changes in the Legal Requirements provided that such changes: (i) materially increase Contractor's cost of, or time required for, the performance of the Work; and (ii) are enacted after the effective date of the Agreement.

1.4 **Construction Services.**

1.4.1 Contractor shall proceed with construction in accordance with the approved Construction Documents.

1.4.2 Except to the extent that the Contract Documents expressly identify UTA obligations related to the Work, Contractor shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities (whether or not expressly stated or depicted in the Contract Documents or Construction Drawings) to permit Contractor to complete construction of the Project consistent with the Contract Documents.

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1.4.3 Contractor is responsible for securing the Site until UTA issues a Certificate of Substantial Completion.

1.4.4 Contractor shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Contractor shall at all times exercise complete and exclusive control over the means, methods, sequences, techniques and procedures of construction.

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

1.4.6 Contractor shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. UTA may require Contractor to remove from the Project a Subcontractor or anyone employed directly or indirectly by any Subcontractor, if UTA reasonably concludes that the Subcontractor is creating safety risks at the Site or quality risks to the Project.

1.4.7 Contractor is responsible for the proper performance of the Work by Subcontractors and for any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between UTA and any Subcontractor, including but not limited to any third-party beneficiary rights.

1.4.8 Contractor shall coordinate the activities of all of its Subcontractors. If UTA performs other work on the Project or at the Site with separate contractors under UTA's control, Contractor agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

1.4.9 Contractor shall keep the Site reasonably free from debris, trash and construction wastes to permit Contractor to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Contractor shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit UTA to occupy the Project or a portion of the Project for its intended use.

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

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

2.5.2 Contractor shall comply with the approved quality control plan(s). Responsibilities shall include inspection and testing and related activities including administration, management, supervision, reports, record keeping and use of independent testing agencies and laboratories. Contractor shall provide evidence of compliance with the Contract Documents.

2.5.3 UTA will have the right to audit and spot check the Contractor's quality control procedures and documentation. This will include the Company's right to inspect and test all Work at reasonable times. Contractor shall cooperate with any inspection and testing performed by UTA. All contractor-furnished materials and supplies shall be subject to inspection at the point of manufacture.

2.5.2 Any inspection and testing performed by UTA shall be for the sole and exclusive benefit of UTA. Neither inspection and testing of Work, nor the lack of same nor acceptance of the Work by UTA, nor payment therefore shall relieve Contractor from any of its obligations under the Contract Documents.

2.5.3 At any time prior to Substantial Completion, UTA may reject Work which fails to conform to the Contract Documents. Contractor shall, at its sole expense, promptly re-perform or correct any Work so as to conform to the requirements of the Contract. Contractor shall not be entitled to an adjustment to the Contract Price and/or Contract Times with respect to any corrective action necessary to rectify non-conforming Work.

2.5.4 The Contractor will, within seven (7) Days of receipt of written notice from UTA that the Work does not comply with the contract documents provided above, take meaningful steps to commence corrective action, including the correction, removal, replacement or re-performance of the nonconforming Work. If Contractor fails to commence the necessary corrective action within seven (7) Day period, UTA may issue written notice that in an additional (7) days UTA may (in addition to any other remedies provided under the Contract Documents) provide Contractor with written notice that UTA will self-perform (through its own forces or through other contractors) correction of the nonconforming work, at Contractor's expense.

2.6 **Contractor's Warranty.**

2.6.1 Contractor warrants to UTA that all Work, including all materials and equipment furnished as part of the Work, shall be: (i) of good quality conforming to generally recognized industry standards; (ii) in conformance with the Contract Documents; (iii) free of defects in

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

2.6.2 If Contractor becomes aware of any defect in the Work, or non-conformance with the Contract Documents, Contractor shall give prompt written notice of that defect or non-conformance to UTA.

2.6.3 Except as otherwise stated in the Agreement, Contractor shall correct any Work that does not comply with the warranties provided above for a period of two years following the date of Substantial Completion.

2.6.4 Contractor shall, within seven (7) Days of receipt of written notice from UTA that the Work does not comply with the warranties provided above, take meaningful steps to commence corrective action, including the correction, removal, replacement or re-performance of the nonconforming Work and the repair of any damage to other property caused the warranty failure. If Contractor fails to commence the necessary corrective action within such seven (7) Day period (or thereafter fails to continuously and diligently pursue such corrective action to completion), UTA may (in addition to any other remedies provided under the Contract Documents) provide Contractor with written notice that UTA will self-perform (through its own forces or through other contractors) correction of the warranty failure at Contractor's expense. If UTA performs (or causes to be performed) such corrective action, UTA may collect from Contractor all amounts so incurred. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) Day period identified above shall be deemed inapplicable.

2.6.5 The two-year period referenced in Section 2.6.3 above only applies to Contractor's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies UTA may have regarding Contractor's other obligations under the Contract Documents.

ARTICLE 3
Site Conditions

3.1 Hazardous Materials.

3.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Contractor's Work, Contractor is not responsible for any Hazardous Materials encountered at the Site. "Hazardous Materials" means any substance that: (i) is deemed a hazardous waste or substance under any environmental law; or (ii) might endanger the health of people exposed to it.

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3.1.2 If Contractor discovers at the Site any substance the Contractor reasonably believes to be a Hazardous Material, Contractor shall immediately stop Work in the area of the discovery and immediately report the discovery to UTA Project Manager. UTA shall determine how to deal with the Hazardous Material, and Contractor shall resume Work in the area when directed to do so by UTA Project Manager.

3.1.3 Contractor will be entitled to an adjustment to the Contract Price and/or Contract Time(s) to the extent Contractor's cost and/or time of performance have been adversely impacted by the presence of Hazardous Materials.

3.1.4 The risk allocation and change provisions of Sections 3.1.1 through 3.1.3 do not apply to any Hazardous Materials introduced to the Site by Contractor, its Subcontractors, or anyone for whose acts Contractor is responsible. Those provisions also exclude Hazardous Materials that were properly stored and/or contained at the Site but thereafter released as a result of the Contractor's negligent performance of the Work. To the extent that Hazardous Materials are introduced and/or released at the Site by Contractor as described above in this Section 3.1.4, then: (i) to the fullest extent permitted by law, Contractor shall defend and indemnify UTA from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from such Hazardous Materials; and (ii) Contractor shall not be entitled to and extension of Contract Price and/or Contract Time(s).

3.2 **Differing Site Conditions.**

3.2.1 If Contractor encounters a Differing Site Condition, Contractor will be entitled to an adjustment to the Contract Price and/or Contract Time(s) to the extent Contractor's cost and/or time of performance have been adversely impacted by the Differing Site Condition. "Differing Site Condition" means concealed or latent physical conditions at the Site that: (i) materially differ from the conditions indicated in the Contract Documents; and (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.

3.2.2 Upon encountering a Differing Site Condition, Contractor shall provide prompt written notice to UTA of such condition, which notice shall not be later than five (5) Days after such condition has been encountered. Contractor shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

ARTICLE 4
Payment

4.1 **Schedule of Values.**

4.1.1 Unless required by UTA upon execution of this Agreement, within ten (10) Days of execution of the Agreement, Contractor shall submit for UTA's review and approval a Schedule of Values for all of the Work. The Schedule of Values will: (i) subdivide the Work into its

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respective parts; (ii) include values for all items comprising the Work; and (iii) serve as the basis for monthly progress payments made to Contractor throughout the Work.

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

4.2 **Application for Payment.**

4.2.1 To receive payment, Contractor shall submit to UTA an Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. Contractor shall not submit Applications for Payment more often than once per month. The Application for Payment must be accompanied by supporting documentation sufficient to establish, to UTA's reasonable satisfaction, Contractor's entitlement to receive payment.

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

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

4.3 **Sales Tax Exemption**

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

4.4 **UTA's Payment Obligations.**

4.4.1 UTA shall pay Contractor all amounts properly requested and documented within thirty (30) Days of receipt of an Application for Payment.

4.4.2 Notwithstanding Section 4.4.1, UTA may withhold up to 5% of each payment as retention in accordance with Utah Code Ann. § 13-8-5.

4.4.3 Notwithstanding Section 4.4.1, UTA may offset from such Application for Payment amounts any owed to UTA by Contractor pursuant to the Contract Documents.

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4.4.4 If UTA determines that Contractor is not entitled to all or part of an Application for Payment as a result of Contractor's failure to meet its obligations under the Contract Documents, UTA will notify Contractor of the specific amounts UTA has withheld (or intends to withhold), the reasons and contractual basis for the withholding, and the specific actions Contractor must take to qualify for payment under the Contract Documents. If the Contractor disputes UTA's bases for withholding, Contractor may pursue its rights under the Contract Documents, including those under Article 8.

4.5 **Contractor's Payment Obligations.**

4.5.1 Contractor shall pay Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Contractor has received from UTA on account of their work. Contractor shall indemnify and defend UTA against any claims for payment and mechanic's liens as set forth in Section 5.2 hereof.

4.5.2 If the Contract Documents include Federal Clauses, the terms of those Federal Clauses pertaining to payment of Subcontractors supersede any conflicting terms of this Article 4.

4.6 **Substantial Completion.**

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

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

4.6.3 Upon Contractor's request or upon UTA's own initiative, UTA may, in its sole discretion, deem a discrete segment of the Project to be Substantially Complete. The provisions of Sections 4.6.1 and 4.6.2 will apply to that discrete segment of the Project. In addition, before UTA may take possession of a discrete segment of the Project, UTA and Contractor shall obtain

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

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

4.7 **Final Payment.**

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

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

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

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

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

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

ARTICLE 5
Indemnification and Loss

5.1 **Patent and Copyright Infringement**. If the Work includes any design services, provisions 5.1.1 through 5.1.3 apply.

5.1.1 Contractor shall defend any action or proceeding brought against UTA based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. UTA

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shall give prompt written notice to Contractor of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Contractor shall indemnify UTA from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against UTA or Contractor in any such action or proceeding. Contractor shall keep UTA informed of all developments in the defense of such actions.

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

5.1.3 Sections 5.1.1 and 5.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright: (i) relating solely to a particular process or product of a particular manufacturer specified by UTA and not offered or recommended by Contractor to UTA; or (ii) arising from modifications to the Work by UTA or its agents after acceptance of the Work

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

5.3 **Contractor's General Indemnification.**

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

5.3.2 If an employee of Contractor, a Subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against UTA, its officers, directors, employees, or agents, Contractor's indemnity obligation set forth in Section 5.3.1 above will not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Contractor, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

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5.3.3 UTA agrees to indemnify the contractor for damages or injury proximately caused by UTA or its employees or agents and must be subject to availability of funding.

5.4 **Risk of Loss.** Contractor bears all risk of loss to the Project, including materials and equipment not yet incorporated into the Project, until final payment is made by UTA.

ARTICLE 6

Time

6.1 **Obligation to Achieve the Contract Times.** Contractor shall commence performance of the Work and achieve the Contract Time(s) in accordance with the Contract Documents. The Contract Documents specify critical completion milestones with which Contractor must comply. All time and schedule requirements included within the Contract Documents are of the essence. By executing the Agreement, Contractor confirms that the completion milestones in the Contract Documents are reasonable for the performance of the Work. Unless otherwise excused by the terms of the Contract Documents, Contractor's failure to timely perform the Work in accordance with the completion milestones shall result in the assessment of liquidated damages (if, and to the extent, set forth in the Agreement) and (where no liquidated damages are provided under the Agreement or where the maximum liquidated damages available under the Agreement have been incurred) an event of default.

6.2 **Excusable Delays.** The Contract Time(s) for performance shall be equitably adjusted by Change Order to the extent that Contractor is actually and demonstrably delayed in the performance of the Work because of: (i) Differing Site Conditions (as provided in Section 3.2); (ii) Hazardous Materials (as provided in Section 3.1); (iii) Force Majeure Events (as defined in Section 1.3); (iv) changes in the Work directed by UTA (as provided in Section 7.2); (v) constructive changes (as provided in Section 7.3); (vi) changes in Legal Requirements (as provided in Section 2.3.3); (viii) a suspension without cause (as provided in Section 9.1); or (viii) UTA's unexcused delay in performing any UTA obligation specified in the Contract Documents in accordance with the completion milestones indicated in the approved schedule.

6.3 **Excusable and Compensable Delays.** In addition to Contractor's right to a time extension for those events set forth in Section 6.2 above, Contractor will also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price will not be adjusted for delays caused by Force Majeure Events.

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ARTICLE 7
Changes

7.1 **Change Orders.**

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

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

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

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

7.3 **Constructive Changes.**

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

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

7.3.3 In conjunction with the Potential Change Notice (or as soon as reasonably possible thereafter), Contractor shall submit to UTA all supporting information and documentation necessary for UTA to evaluate the contractual basis for the Potential Change Notice and to also evaluate the relief claimed by Contractor. Contractor shall promptly respond to all UTA inquiries about the Potential Change Notice and the supporting information and documentation.

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

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

7.4 Direction or Authorization to Proceed.

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

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

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

7.6 **Contract Price Adjustments.**

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

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

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

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

7.6.1.4 If an increase or decrease cannot be agreed to as set forth in items 7.6.1.1 through 7.6.1.3 above and UTA issues a DAP, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit rate, as may be set forth in the Agreement.

7.6.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to UTA or

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Contractor because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

7.6.3 Negotiations over changes in the Contract Price will be conducted using an open-book cost-estimating process. UTA defines "open-book" to include all elements of Contractor's costs, including labor hours and rates, units and estimated quantities, unit prices, equipment estimates, material costs, and subcontractor costs. Contractor shall openly share its detailed cost estimate, material and subcontractor quotations and any other information used to compile its cost estimate.

7.7 **Disputes Regarding Change Orders.** If the parties are not able to agree as to whether a Change Order is warranted under the Contract Documents, or cannot agree upon the extent of relief to be granted under a Change Order after good faith negotiations, either party may refer the dispute to the Claim resolution provisions of Article 8. Pending resolution of such Claim, Contractor shall proceed with the Work as directed by UTA under a reservation of rights. UTA shall continue to pay any undisputed payments related to such Claim.

7.8 **Emergencies**. In any emergency affecting the safety of persons and/or property, Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 7.

ARTICLE 8
Claims and Claim Resolution

8.1 **Claims.**

8.1.1 "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 8. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

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

8.2 **Claim Resolution.**

8.2.1 The parties shall attempt in good faith to resolve promptly through negotiation any Claim arising out of or relating to the Contract Documents. If a Claim should arise, UTA's Project Manager and Contractor's Project Manager will meet at least once to attempt to resolve the Claim. For such purpose, either may request the other to meet within seven (7) Days of the date the Claim is made, at a mutually agreed upon time and place.

8.2.2 If UTA's Project Manager and Contractor's Project Manager are not able to resolve the Claim within fourteen (14) Days after their first meeting (or such longer period of time as may

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be mutually agreed upon), either party may request that UTA's Senior Representative and the Contractor's management representative ("Contractor's Management Representative") meet at least once to attempt to resolve the Claim.

8.2.3 If the Claim has not been resolved within sixty (60) Days of the date the Claim is made, either party may refer the Claim to non-binding mediation by sending a written mediation request to the other party. In the event that such a request is made, the Parties agree to participate in the mediation process. Non-binding mediation of claims or controversies under the Contract Documents shall be conducted by a professional mediator that is mutually acceptable to and agreed upon by both parties (the "Mediator"). The parties and the Mediator may join in the mediation any other party necessary for a mutually acceptable resolution of the Claim. The mediation procedure shall be determined by the Mediator in consultation with the parties. The fees and expenses of the Mediator shall be borne equally by the parties.

8.2.4 If the Claim is not resolved within thirty (30) days after the commencement of mediation, or if no mediation has been commenced within one hundred and twenty (120) days of the date the Claim is made, either party may commence litigation to resolve the Claim. The exclusive forum for any such litigation is the Third District Court in and for Salt Lake County, Utah.

ARTICLE 9
Suspension and Termination

9.1 **UTA's Right to Stop Work.**

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

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

9.1.3 In addition to its rights under Section 9.3, UTA shall have the right to order a suspension for cause if the Work at any time ceases to comply with the workmanship, safety, quality or other requirements of the Contract Documents or any Legal Requirements. Contractor shall not be entitled to seek an adjustment the Contract Price and/or Contract Time(s) with regard to any such suspension.

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

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

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

9.2.3 The fair and reasonable sums for overhead and profit on the sum of items 9.2.1.1 and 9.2.1.2 above. UTA shall not be liable for anticipated profits, costs or overhead based upon Work not yet performed as of the date of termination.

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

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

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

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

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

9.3.5 Upon declaring the Agreement terminated pursuant to Section 9.3.2 above, UTA may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Contractor hereby transfers, assigns and sets over to UTA for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Contractor shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by UTA in completing the Work, such excess shall be paid by UTA to Contractor. If UTA's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Contractor shall pay the difference to UTA. Such costs and expenses include not only the cost of completing the Work, but also losses, damages, costs and expenses, including attorneys' fees and expenses, incurred by UTA in connection with the reprocurement and defense of claims arising from Contractor's default.

9.3.6 All rights and remedies set forth in the Contract Documents are cumulative, and unless otherwise specifically provided in the Contract Documents are not exclusive of any other rights or remedies that may be available, whether provided by law, equity, statute, in any other agreement between the Parties or otherwise. Upon the occurrence of any such default, following the applicable process described in this Article, UTA shall be entitled to pursue any and all other rights and remedies, including without limitation damages, that UTA may have against Contractor under the Contract Documents or at law or in equity.

9.3.7 If UTA improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Section 9.2 above.

1.4 Bankruptcy of Contractor.

9.4.1 If Contractor institutes or has instituted against it a case under the United States Bankruptcy Code, such event may impair or frustrate the Contractor's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

1.4.1.1 Contractor, its trustee or other successor, shall furnish, upon request of UTA, adequate assurance of the ability of the Contractor to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) Days after receiving notice of the request; and

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1.4.1.2 Contractor shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) Days of the institution of the bankruptcy filing and shall diligently prosecute such action. If Contractor fails to comply with its foregoing obligations, UTA shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to UTA under this Article 9.

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

ARTICLE 10
Value Engineering

10.1 Value Engineering Change Proposals.

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

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

10.1.3 Contractor must include the following information in any VECP:

10.1.3.1 A narrative description of the proposed change,

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

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

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

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

10.1.3.6 Costs of development and implementation; and

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

10.2 **Review and Approval of VECPs**

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

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

10.3 **Cost Savings.** UTA will be the sole beneficiary of any cost savings realized from a VECP submitted during the design scope of the Agreement. Any savings resulting from an approved VECP submitted after the design has been released for construction will accrue to the benefit of UTA and Contractor on a 50/50 cost sharing basis.

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

ARTICLE 11
Health Insurance

11.1 Insurance Coverage for Employees.

11.1.1 If the Contract Price is $2,000,000 or more, Contractor shall, prior to the effective date of the Agreement, demonstrate to UTA that Contractor has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Contractor's employees and the employee's dependents during the duration of the Contract.

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

ARTICLE 12
Miscellaneous

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

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

12.3 **Assignment.** Contractor acknowledges that the Work to be performed by Contractor is considered personal by UTA. Contractor shall not assign or transfer its interest in the Contract Documents without prior written approval by UTA.

12.4 **Successors.** Contractor and UTA intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and permitted assigns.

12.5 **Governing Law.** The Agreement and all Contract Documents are governed by the laws of the State of Utah, without giving effect to its conflict of law principles. Actions to enforce the terms of this Agreement may only be brought in the Third District Court for Salt Lake County, Utah.

12.6 **Severability.** If any provision or any part of a provision of the Contract Documents is finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

12.7 **No Waiver.** The failure of either Contractor or UTA to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

12.8 **Headings.** The headings used in these General Conditions, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

12.9 **Amendments.** The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

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Exhibit D to Construction Services Amendment
Utah Transit Authority Project Minimum Insurance Requirements

Contractor shall procure and maintain for the duration of the contract, and for 6 years thereafter as respects the Completed Operations coverage in Commercial General Liability and/or as set forth below as respects Claims Made Policies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, or employees. Contractor will undertake that similar provisions are included in any subcontractor contract in connection with the Work as set forth below in the paragraph titled "Subcontractors".

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Commercial general liability ("CGL") insurance for all operations in a form providing coverage not less than that of standard commercial general liability insurance under ISO form CG 00 01. The CGL insurance shall be on an occurrence form and cover all operations of the contractor and its subcontractors, including independent contractors. The CGL insurance shall, at a minimum, provide coverage for bodily injury, products and completed operations coverage, contractual liability and personal injury liability with limits not less than:
    a. $10 million per occurrence for bodily injury and property damage.
    b. $10 million per occurrence for products/completed operation coverage.
    c. $2 million per occurrence for personal and advertising injury and contractual liability.

    The CGL insurance shall not have any coverages that delete or deny coverage including, but not limited to, ISO Form 2294.
2. **Automobile Liability:** Automobile liability insurance covering bodily injury and property liability exposures relating to all owned, hired or non-owned autos used in conjunction with the contract work. Such insurance shall have a combined single limit of not less than $5 Million.
3. **Workers' Compensation:** Worker's compensation insurance as required by the State of Utah, with statutory limits, and employers' liability insurance with a limit of no less than $500,000 each accident, $500,000 disease-policy limit and $500,000 disease-each employee.
4. **Builder's Risk:** Builder's risk (course of construction) insurance, covering the risk of loss for any damage or loss to the building or structure by any means or occurrence until the final completion of the contract work. Coverage shall utilize an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. The coverage shall include mechanical breakdown (cold testing), property in transit, property at temporary storage locations, earthquake damage and flood damage insuring the interests of UTA, SLCDA and their respective subcontractors of any tier providing equipment, materials or services for the project.
5. **Professional Liability:** Professional liability insurance with limits no less than $5 million per occurrence or claim, and $1,000,000.
6. **Pollution Legal Liability:** Contractor's pollution legal liability and/or asbestos legal liability and/or errors and omissions (if project involves environmental hazards) with limits no less than $2,000,000 per occurrence or claim, and $4,000,000 policy aggregate.

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If the contractor maintains higher limits than the minimums shown above, UTA requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to UTA.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions under any of Contractor's insurance required herein will inure solely to the financial responsibility of Contractor. UTA will not be obligated to pay for, reimburse, or in any other means supply funds to meet Contractors deductible or self-insured retention obligations.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Excepting the worker's compensation and professional liability policies, UTA and their respective officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the contractor. Such General liability additional insured coverage can be provided in the form of an endorsement to the contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 forms).
2. For any claims covered under insurance required herein and contained within Contractors obligations under this agreement, related to this project, the contractor's insurance coverage shall be primary insurance as respects UTA, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by UTA, its officers, officials, employees, or volunteers shall be excess of the contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with 30-days prior notice to UTA.
4. As respects insurance required in 1. Commercial General Liability and 2. Automobile Liability above, Contractor may use any combination of primary coverage and Excess and/or Umbrella Liability to comply with the limits of liability required herein.
5. The minimum insurance requirements for Contractor and subcontractors shall not in any way be construed as a maximum limitation on Contractor's liability or indemnity obligations under the contract.
6.

Builder's Risk (Course of Construction) Insurance

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name UTA as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of UTA, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired,

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broken, or destroyed during the performance of the Work, including during transit, installation, and testing at UTA's site.

Claims Made Policies

If any coverage must be written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective or start of work date, the contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to UTA for review.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A-: VII, unless otherwise acceptable to UTA.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of contractor may acquire from contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of UTA for all work performed by the contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish UTA with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by UTA before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the contractor's obligation to provide them.

Subcontractors

Contractor shall require subcontractors to maintain insurance policies that are appropriate for their respective subcontracted scope, but which shall in all events meet the following minimum requirements: (i) commercial general liability with limits no less than $2 million per occurrence; (ii) auto liability insurance with a combined single limit of no less than $1 million; (iii) workers' compensation meeting statutory requirements; (iv) employers' liability of no less than $500,000; (v) professional liability (if applicable to the scope to be performed by the subcontractor) of no less than $2 million. Contractor shall ensure that Utah Transit Authority is an additional insured on insurance policies required from subcontractors. For commercial general liability coverage, subcontractors shall provide

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coverage with an additional insured form at least as broad as CG 20 38 04 13. Contractor may adopt a Contractor Controlled Insurance Program to meet this requirement. Contractor shall remain liable for all claims, lawsuits, losses and expenses that exceed such limits and for all uninsured claims and losses.

Special Risks or Circumstances

UTA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

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Exhibit E to Construction Services Amendment
Davis-Bacon Wage Rates

[Latest To Be Inserted At Contract Execution]

General Decision Number: UT190085 01/25/2019 UT85
Superseded General Decision Number: UT20180106
State: Utah
Construction Type: Building
County: Salt Lake County in Utah.
BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January
1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	01/18/2019
2	01/25/2019

CARP0801-002 07/01/2018	Rates	Fringes
CARPENTER (Drywall Hanging and Metal Stud Installation Only).....	$ 26.00	12.32

* ELEC0354-001 01/01/2019	Rates	Fringes
ELECTRICIAN (Low Voltage Wiring Only).....	$ 25.01	1.5%+11.25
ELECTRICIAN.....	$ 32.74	1.3%+12.26

ELEV0038-003 01/01/2019	Rates	Fringes
ELEVATOR MECHANIC.....	$ 44.10	33.705+a+b

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

PAIN0077-003 01/01/2013	Rates	Fringes
DRYWALL FINISHER/TAPER.....	$ 19.50	6.28
PAIN0077-004 08/01/2013	**Rates**	**Fringes**
PAINTER (Brush, Roller, and Spray, excluding Drywall/Finisher and Taper)	$ 18.25	6.65
PLUM0140-001 08/01/2017	**Rates**	**Fringes**
PLUMBER/PIPEFITTER.....	$ 33.35	13.93
SFUT0669-003 04/01/2017	**Rates**	**Fringes**
SPRINKLER FITTER (Fire Sprinklers).....	$ 33.14	15.84
SHEE0312-002 07/01/2017	**Rates**	**Fringes**
SHEET METAL WORKER (Including HVAC Duct Installation).....	$ 33.36	11.36
SUUT2012-017 07/29/2014	**Rates**	**Fringes**
CARPENTER (Acoustical Ceiling Installation Only).....	$ 21.25	2.15
CARPENTER (Form Work Only).....	$ 16.93	1.93
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation.....	$ 20.66	7.47
CEMENT MASON/CONCRETE FINISHER...	$ 15.00	0.00
IRONWORKER, STRUCTURAL.....	$ 20.21	3.22
LABORER: Common or General.....	$ 13.84	0.00
LABORER: Mason Tender - Brick...	$ 16.38	1.00
LABORER: Mason Tender - Cement/Concrete.....	$ 14.94	0.00
LABORER: Pipelayer.....	$ 13.57	0.00
LABORER: Landscape and Irrigation.....	$ 9.50	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	$ 14.48	0.00
OPERATOR: Loader.....	$ 19.34	0.00
PLASTERER.....	$ 18.36	0.00
ROOFER.....	$ 13.22	0.00
TILE FINISHER.....	$ 13.54	0.00
TILE SETTER.....	$ 23.50	0.00
TRUCK DRIVER: Dump Truck.....	$ 15.50	0.00

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

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 3/27/2024

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	David Hancock, Chief Capital Service Officer
PRESENTER(S):	Jared Scarbrough Director of Capital Design and Construction Jacob Wouden, Project Manager

TITLE:

Change Order: On-Call Infrastructure Maintenance Contract Task Order #23-102 - Union Interlocking Material Purchase (Stacy and Witbeck, Inc.)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorize the Executive Director to execute Task Order No. 23-102 and associated disbursements on the task ordering contract with Stacy and Witbeck in the amount of $621,470 to procure Special Track Work for the Union Interlocking Replacement project as part of the SGR program.

BACKGROUND:
In October 2020, UTA released a request for procurement (RFP) for an on-call maintenance contractor focused specifically on infrastructure assets. Bids were received and evaluated, and Stacy and Witbeck, Inc. was selected as the winner based on overall scoring using the best value format. The UTA Board of Trustees approved the contract and authorized the Executive Director to execute the contract with Stacy and Witbeck Inc. on January 27, 2021. This contract is for three years. A one-year extension was approved by the Board of Trustees in 2023 in preparation for re-procurement in 2024.

UTA's rail infrastructure is at an age where yearly rehabilitations and replacements need to occur to maintain the infrastructure in a state of good repair. These projects typically address three concerns:
- Passenger ride quality
- Automobile cross-traffic ride quality
- Potential stray current issues

DISCUSSION:
UTA Staff is requesting approval of Task Order 23-102 with Stacy and Witbeck, Inc. to complete the procurement of necessary Special trackwork material for the replacement of Union Interlocking in the amount of $621,470 . The scope of this request includes procurements of the required special trackwork, QA visits to the manufacturer prior to shipping, and delivery and offloading to UTA.

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

CONTRACT SUMMARY:

Contractor Name:	Stacy and Witbeck, Inc.
Contract Number:	20-03349-23-102
Base Contract Effective Dates:	January 1, 2021 through December 31, 2023
Extended Contract Dates:	January 1, 2024 thought December 31, 2024
Existing Contract Value:	$36,260,071
Amendment Amount:	$621,470
New/Total Contract Value:	$36,881,541
Procurement Method:	Competitively Awarded Task Order Agreement
Budget Authority:	2024 Capital Budget, 2024-2028 Capital Plan

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ALTERNATIVES:
There are no alternatives. Without the procurement of Special trackwork, we risk delays in delivery which could result in a vehicle derailment and possible loss of service.

FISCAL IMPACT:
The Budget for this contract amendment is included in the 2024 Capital budget which is part of the 2024-2028 Approved Capital Plan

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ATTACHMENTS:
1) Task Order

DocuSign Envelope ID: A4AF03AE-6239-43BC-A05A-78812CA3A308

Task Order Request #TO23-102 - Union Interlocking Material buy

Status	Open	**Assignees**	Jacob Wouden
Created Date	Feb 26, 2024	**Issued Date**	Mar 1, 2024
		Location	23-102 Union Interlocking

TASK ORDER IDENTIFICATION

Contract No	20-3349	**Account Code(s)**	20-7385.63000.1010
Contractor Name	Stacy and Witbeck, Inc.	**Contract Start Date**	01/01/21

THE PURPOSE OF THIS TASK ORDER IS TO SPECIFICALLY DEFINE THE SCOPE, SCHEDULE, LUMP SUM PRICE, AND OTHER TERMS APPLICABLE TO THE WORK IDENTIFIED HEREIN.

UTA AND THE CONTRACTOR HEREBY AGREE AS FOLLOWS:

1.0 SCOPE OF SERVICES

The contractor's scope letter and price estimate is hereby attached and incorporated into this Task Order	23-604 - Union Interlocking Material Buy - Scope Letter and Price Proposal.pdf

2.0 SCHEDULE

The Substantial Completion Date for this Task is	12/31/24	**The Final Acceptance Date for this Task is**	12/31/24

3.0 PRICING

Invoices will be billed on a monthly basis for completed work to date. The price for this task order is a not to exceed amount of	$621,470.00	**Independent Cost Estimate (ICE) link, if applicable**	TO#23-102 Union Turnout Procurement ICE.xlsx
This item is under UTA's simplified acquisition threshold ($200,000) and requires no ICE. The cost was determined to be fair and reasonable based on a review of contractor quotes and the original contract rates.	No	**This item is greater than UTA's simplified acquisition threshold ($200,000) and thus requires an Independent Cost Estimate (ICE). I have reviewed and found the ICE within the appropriate range for approval.**	Yes

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4.0 APPLICABILITY OF FEDERAL CLAUSES

Does this Task Order include federal assistance funds which requires the application of the Federal Clauses appended as Exhibit D to the Contract?	Yes	**If federal assistance funds are anticipated, the UTA Civil Rights group has set a Disadvantaged Business Enterprises (DBE) participation goal for this Task Order of**	0% - Sole Source Contract - Shipping, Hauling, and Install will be handled solely by the Prime and material supplier

IN WITNESS WHEREOF, THIS TASK ORDER HAS BEEN EXECUTED BY UTA AND CONTRACTOR OR ITS APPOINTED REPRESENTATIVE

UTAH TRANSIT AUTHORITY:

Required Signatures Explanation	**Project Manager** $0 - 24,999 **Legal Review** $25k or greater **Dir. of Capital Projects** $25k - 74,999 **Chief Service Dev. Ofcr.** $75k - 199,999 **Executive Director** $200,000+ **Procurement/Contracts** (for all)	**Signature (Legal)**	By: DocuSigned by: Mike Ball 70E33A415BA44F6...
PM Approval	The costs associated with this task order have been measured against the standard schedule of rates and the agreed contract pricing, (where applicable) and have been deemed consistent and appropriate for the proposed scope of work.	**Signature (Project Manager)**	By: DocuSigned by: Jacob Wouden A727B6327DC540B... Name: Jacob Wouden Date: 3/1/2024
Director Approval	I have evaluated the content of this task order and the scope of work described in the task ordering agreement and have made the determination that this Task Order is within the scope of work contemplated and described by the contracting parties when they executed the original task ordering agreement.	**Signature (Director)**	By: DocuSigned by: Jared Scarbrough 91ABD751A0BD4BE... Name: Jared Scarbrough Date: 3/1/2024
Signature (Procurement)	By: _____ Date: _____	**Signature (Chief Service Development Officer)**	By: _____ David Hancock, Chief Service Development Officer Date: _____
Signature (Executive Director)	By: _____ Jay Fox, Executive Director Date: _____		

COMPANY:

COMPANY:	Stacy and Witbeck, Inc.	**Signature (Contractor)**	By: DocuSigned by: Collin Christensen ACA3AB62608B4E2... Date: 3/1/2024

DocuSign Envelope ID: A4AF03AE-6239-43BC-A05A-78812CA3A308

Stacy and Witbeck

February 15, 2024 On Call Services

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

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

Subject: 23-604 - Union Interlocking Material Buy

Dear Jake:

We are pleased to provide the attached cost estimate to procure the required track work and special track work components for use at Union Interlocking.

Exclusions:

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

Clarifications:

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

Bid Item 1000 – Field Engineering and Project Controls – 1 LS – Total of $8,849.00 – This bid item includes Stacy and Witbeck field support from field engineer to manage construction. The field engineer will also perform pre-task planning and coordination with UTA. This item also includes office manager time for payroll and accounts payable. Includes time for SWI quality manager to perform material receiving certification as materials arrive.

Bid Item 2000 – Safety Program and Administration – 1 LS – Total of $1,045.00 – Cost of Safety Supplies, safety personnel to visit the site, and incidental drug testing.

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

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Stacy and Witbeck

Bid Item 5500 – Buy Union Special Trackwork – 1 LS – Total of $568,218.00 – This bid item includes the cost to purchase special track work materials for Union Interlocking. All materials to be supplied by Nortrak. (See attached quote for list of materials). Bid item includes buy of materials and unloading only. Does not include any installation.

Bid Item 100000 – Fee (7.5%) – 1 LS – Total of $43,358.00 – This is the agreed to 7.5% GMGC fee.

The total price for this scope of work is **$621,470.00**

If you have any questions, please contact me.

Sincerely,
Stacy and Witbeck, Inc.

Collin Christensen
Project Manager

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

DocuSign Envelope ID: A4AF03AE-6239-43BC-A05A-78812CA3A308

02/15/2024 13:45
23-604 Union Interlocking Material Buy
*** Collin Christensen, CC **BID TOTALS**

Biditem	Description	Quantity	Units	Unit Price	Bid Total
1000	Field Engineering & Project Controls	1.000	LS	8,849.00	8,849.00
2000	Safety Program & Administration	1.000	LS	1,045.00	1,045.00
5500	Buy Union Special Trackwork	1.000	LS	568,218.00	568,218.00
		Subtotal			$578,112.00
100000	Fee (7.5%)	1.000	LS	43,358.00	43,358.00
		Bid Total	========>		$621,470.00

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voestalpine Railway Systems Nortrak LLC.

1740 Pacific Avenue
Cheyenne, Wyoming, USA 82007
T. 307-778-8700
F. 307-778-8777
www.voestalpine.com/nortrak

Date: 02/06/2023
Customer: Stacy Witbeck
Contact: Collin Christensen
Email:
cchristensen@stacywitbeck.com
Phone:
Quote No: DP2023-138
Project: UTA

Sales Contact: Dan Pauli
Email: Dan.pauli@voestalpine.com
Phone: 307-421-2750

Dear Collin Christensen,

Please see our quote below for this project in Salt Lake City, UT.

Qty	Description	Unit Price	Ext Price
1	Derail Double Power 115RE RH Concrete Ties Pre-plated Complete powered derail using a Hitachi M23 machine - NO MACHINE INCLUDED (150 Day Lead Time)	$39,622	$39,622
1	115RE Curved guard for both curves no holes (180 Day Lead Time)	$24,992	$24,992
1	Crossing 115RE EDH Wood Ties o Flange Bearing Diamond, plated with clips, insulators, tie pads, and lag bolts (*No bolt holes, will field drill) flange 7/8"depth (480 Day Lead Time)	$379,223	$379,223
2	Frog No.6 115RE RBM #6 Frogs, plated with clips, insulators, tie pads, and lag bolts (*No bolt holes, will field drill) (150 Day Lead Time)	$33,475	$66,950
3	Double Rail IJ kits for restraining rail (150 Day Lead Time)	$723	$2,169
7	115 IJ kits, bolted (150 Day Lead Time)	$567	$3,969
2	Stock rail between point and frog, no pre-drilled holes (150 Day Lead Time)	$3,499	$6998
2	LH swpt/stock rl set w/ heel block(150 Day Lead Time)	$6,134	$12,268
2	RH swpt/stock rl set w/ heel block(150 Day Lead Time)	$6,134	$12,268

CONDITIONS OF ACCEPTANCE:

1. Quotation Term:
   - 1.1 Pricing given in this quotation is firm for 45 days.
   - 1.2 This quote is Buy America compliant.
   - 1.3 Quote is based on the attached Terms & Conditions
   - 1.4 Pricing is based on scope of work being ordered. If quantities or items change then price and lead time are subject to change.
   - 1.5 Price does not include the cost of a supply bond. If a supply bond is needed then we can obtain one at the expense of the customer. We do not issue payment bonds.

2. Payment Terms:
   - 2.1 Net 30 days from receipt of Invoice. Subject to credit approval at time of order.

3. Taxes:
   - 3.1 Price quoted **does not** include any taxes, but can be added at time of invoicing at the current rate.

4. Delivery:

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4.1 Lead time: 150 Day Lead time for all material except crossing from receipt of order. Crossing 480 Day Lead time
4.2 Final delivery will be confirmed at time order is placed.

5. Freight:
5.1. Freight is FOB Salt Lake City, UT. Unloading is not included.

6. Specifications:

7. Inspections:
7.1 Nortrak is not hiring any 3rd party testing agencies or inspectors. All QA will be per Nortrak's current Quality Assurance manual and practice using internal certified employees.
7.2 Turnout/Track panels are pre-plated and level2 inspection. Not a full laydown.

We appreciate the opportunity to bid on this project. If you have any questions or need more information please give me a call.

Sincerely:

voestalpine Railway Systems Nortrak LLC

Dan Pauli
Regional Sales Manager

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 3/27/2024

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Cherryl Beveridge, Chief Operating Officer
PRESENTER(S):	Nathan Hess, Fleet Engineering Supervisor Lorin Simpson, Special Project Manager -Fleet

TITLE:

Change Order: Tire Lease Program Close Out (Michelin North America, Inc.)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorize the Executive Director to execute the contract close out, and associated disbursements, with Michelin North America, Inc in the total amount of $2,125,000.00 to buy out the remaining value of Michelin tires still in possession of UTA.

BACKGROUND:
Last year UTA entered into a new contractual agreement for tire service and supply. During this procurement, our incumbent contractor (Michelin) chose not to participate in the procurement and a new contractor (Goodyear) was chosen.

At the expiration of the old contract, UTA was in possession of 5,676 Michelin tires, with a value of approximately $2,630,558.00. According to the previous lease agreement with Michelin, UTA had the option to purchase the remaining value at full price, or to pay the full price over the course of 36-months (runout). This method would require variable monthly billing and payments by mileage used on the existing Michelin tires. Any unpaid value of remaining useful life of tires at the end of 36 months would be paid in a lump sum final payment. The total amount to be paid under these options is the full value listed above of $2,630,558.

The parties have agreed to a negotiated option. The proposed agreement would provide UTA with a fixed payment schedule of three payments (ending January 2026) totaling $2,125,000. This approach avoids monthly mileage calculations and provides full payment to Michelin approximately 10 months earlier, saving UTA approximately $505,000.

DISCUSSION:
UTA reduces the risk of variable payments by setting a fixed payment schedule and saving $505,000 over the course of this agreement.

First lump sum payment will total $825,000 and be payable within 30 days after having a signed agreement. Any payments already made for millage accrued from December 1, 2023, to present will be deducted from the amount of the first payment.

Second Lump sum payment will be due January 30, 2025, for $700,000.

Third Lump sum payment will be due January 30, 2026, for $600,000.

During this same period, UTA will be requiring our new tire contractor to run out the Michelin tires on higher millage routes, which will lower the monthly cost of the new contract.

CONTRACT SUMMARY:

Contractor Name:	Michelin North America, Inc
Contract Number:	18-2595-04
Base Contract Effective Dates:	December 1, 2018, to November 30, 2023
Extended Contract Dates:	December 1, 2023, to January 30, 2026
Existing Contract Value:	$8,775,652.17
Amendment Amount:	$2,125,000.00
New/Total Contract Value:	$10,900,652.10
Procurement Method:	RFP
Budget Authority:	2024 Operating Budget

ALTERNATIVES:
The alternate option would be to continue with the default 36-month buyout (runout) option which would cost approximately $2.63 million over the 36 months

FISCAL IMPACT:
The cost of this buyout will be $2,125,000.00 from December 1,2023 to January 30, 2026. Operating expenses of $825,000 less any payments made from December 1, 2023, to present are included in the approved 2024 Operating budget. Budget of $700,000 for 2025 and $600,000 for 2026 will be reflected in the expected base budgets for those years.

ATTACHMENTS:
18-2595PP Close out Change order

DocuSign Envelope ID: 10129BB9-1778-4346-BC0D-2EF46357CB16

Closeout Change Order
TO CONTRACT UT 18-2595PP

This Change order is to Contract Agreement is hereby entered the date of the last signature on the modification, by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah, (hereinafter "UTA") and Michelin North America, Inc., (hereinafter "Contractor").

RECITALS

WHEREAS, on December 1, 2018 UTA entered into a contract for furnishing Bus Tire Lease Services and all associated hardware, software, tools, training, documentation, and operation and maintenance; and

WHEREAS, UTA and the Contractor now desire to modify the Contract Agreement as set forth herein.

CONTRACT AGREEMENT

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

UTA will buyout the remaining Tires per attached Michelin and UTAs signed buyout proposal.

Year	Amount to pay	Payment	Date of payment
1	$ 825,000.00	Lump	After agreement is signed
2	$ 700,000.00	Lump	By Jan 30th 2025
3	$ 600,000.00	Lump	By Jan 30th 2026
Total	**$**		**2,125,000.00**
Discount		**19%**	**$ 505,558.50**

Other Terms Remain in Effect: All other terms and conditions remain unchanged.

MICHELIN

DocuSigned by:
Ed Quigley
4AAA088B78F64F8...
Signature

Director of Operations
Title

DocuSigned by:
Mike Bell
70E33A415BA44E6...
Michael Bell
Assistant Attorney General/ UTA Counsel

3/12/2024 | 5:24 PM EDT

UTAH TRANSIT AUTHORITY

Jay Fox
Executive Director

Cherryl Beveridge
Chief Operating Officer

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 3/27/2024

If TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Todd Mills, Director of Supply Chain

TITLE:

Pre-Procurements
- **Natural Gas Fuel Broker**
- **Paint System and Supplies**
- **Hydraulic Hoses and Fittings**

AGENDA ITEM TYPE:
Pre-Procurement

RECOMMENDATION:
Informational report for discussion

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

DISCUSSION:

- ***Natural Gas Fuel Broker.*** This is a procurement to contract with a firm to provide broker services for Natural Gas fuel for UTA revenue vehicles. Last year UTA extended the current contract one more year in order to evaluate the best option going forward, whether that was to continue to use a brokerage firm or to switch to buying directly from Dominion Energy. After further evaluation it has been determined that UTA would obtain the best price possible using a brokerage firm, while also flattening out market variability. Funding for this contract is included in the Salt Lake Business Unit Operating Expense budget. This contract will be for a term of 5 years, and this procurement will be conducted as an RFP, where

technical criteria will be evaluated and scored in addition to price. (req. 13327, Dan Locke & Andres Colman)

- ***Paint System and Supplies.*** This is a procurement to contract with a firm to supply all paint booth supplies and spraying systems in UTA paint shops. The selected supplier will monitor and manage inventory levels at each facility, then deliver and stock the needed supplies. Each facility will establish the frequency for restocking and will pay for deliveries with their p-card. This contract will help UTA utilize bulk prices and ensure product quality and consistency. Funding for this contract is included in the Operating Expense budgets for each facility. This contract will be for a term of 3 years, plus two 1-year options, and the procurement will be conducted as an RFP, where technical criteria will be evaluated and scored in addition to price.

- ***Hydraulic Hoses and Fittings.*** This is a procurement to contract a firm to supply all hydraulic hoses and fittings at all 9 UTA maintenance shop locations. The selected supplier will monitor and manage inventory levels at each facility, then deliver and stock the needed supplies. Each facility will establish the frequency for restocking and will pay for deliveries with their p-card. This contract will help UTA utilize bulk prices and ensure product quality and consistency. Funding for this contract is included in the Operating Expense budgets for each facility. This contract will be for a term of 3 years, plus two 1-year options, and the procurement will be conducted as an RFP, where technical criteria will be evaluated and scored in addition to price.

ATTACHMENTS:

None

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 3/27/2024

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Viola Miller, Chief Financial Officer
PRESENTER(S):	Camille Glenn, Regional Manager - Ogden BU

TITLE:

Service Agreement: Trolley Bus Service Agreement (Ogden City Corporation)

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Ratify and authorize executive director to execute a Bus Service Agreement with Ogden City Corporation in the amount of $86,750.

BACKGROUND:
Since 2020, the City of Ogden (City) and Utah Transit Authority (UTA) have partnered through a bus service agreement to provide Trolley service between the Ogden Frontrunner Station and Downtown Ogden. The City funded twenty-five (25) percent of the operating cost of the service for the “Ogden Trolley Service” (Route 601), and UTA did not charge the customers a fare.

Although the contract was effective in January, we are now bringing this to the board for approval and ratification of past performance of this contract. Both UTA and the City desire to continue to offer this shuttle service at no fare to the customer in 2024.

DISCUSSION:
UTA will enter a one-year Bus Service Agreement with Ogden City Corporation. This action will allow UTA to continue to serve the riders of the Route 601 at no fare. The value of this agreement is $86,750 and is intended to offset revenue not collected in fares.

CONTRACT SUMMARY:

Contractor Name:	Ogden City Corporation
Contract Number:	24-F0381
Base Contract Effective Dates:	January 1, 2024 - December 31, 2024
Extended Contract Dates:	NA
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Amount Contract Value:	$86,750
Procurement Method:	NA
Funding Sources:	Ogden City

ALTERNATIVES:

Do not authorize the contract with the city and forego contract revenue of $86,750.

FISCAL IMPACT:

$16,537 in additional revenue to UTA as compared to 2023

ATTACHMENTS:

Contract

OGDEN CITY
CONTRACT APPROVAL CHECKLIST

Contract Type:	**Agreement - General**
Contract Title:	**OGDEN CITY TROLLEY SERVICE AGREEMENT**
Contract Amount:	**86,750.00**
Period of Performance:	**1/1/2024 - 12/31/2024**
Contract ID:	**5060**
Munis Contract ID:	
Vendor/Customer:	**UTAH TRANSIT AUTHORITY**
Contracting Manager:	**Leesa Brinkerhoff**
Department:	**PS - Administration**

APPROVALS:	**DATE APPROVED:**
Comptroller:	**3/5/2024**
Fiscal Operations:	**3/4/2024** MAB
City Attorney: (Katie Ellis)	**3/6/2024**
Division Manager:	
Department Director:	**3/6/2024**
CAO Review:	**3/6/2024**

Bid/Procurement Method Used: **Sole Source Justification - over $1K**

SS Exceptions for General Contracts: **The supplies or services are available from a single source or bidding procedures are otherwise deemed unlikely to produce a competitive bid. §4-2A-5.A.2**

SS Exceptions for Professional Services:

Sole Source Justification: **The Trolley services are only available from UTA hence competitive bidding is not applicable.**

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OGDEN CITY TROLLEY SERVICE AGREEMENT

THIS AGREEMENT is effective on the 1st day of January, 2024, by and between UTAH TRANSIT AUTHORITY, a public transit district, hereinafter referred to as "UTA", and Ogden City, a municipal corporation of the State of Utah, hereinafter referred to as "City".

RECITALS:

Whereas UTA is a large public transit district organized under the provisions of the Utah Public Transit District Act and provides public transit service within the State of Utah, including regularly scheduled service in the City; and

Whereas the City desires that UTA provide additional service to certain areas of the City and is willing to help defray the costs of such service.

NOW, THEREFORE, in consideration of the mutual covenants, condition and promises as hereinafter set forth, it is mutually agreed as follows:

AGREEMENT:

1) Term. The term of this Agreement has an effective start date of January 1, 2024, and shall run through December 31, 2024..

2) Trolley Service.

   a) UTA agrees to provide trolley service (the "Service") on the route as described on the rideuta.com public website. UTA agrees to publish information on the trolley route in the same way it publishes information on other UTA routes.

   b) The trolley route shall be free to customers, and no transfer credit shall be provided. The provisions of this Agreement are intended to compensate UTA for forgone farebox revenue.

   c) The route shall be called "Ogden Trolley". Any additional logo or branding activities shall be mutually developed and agreed upon by UTA and the City, with appropriate compliance with UTA's approved Customer Information Standards guide.

   d) UTA will provide daily Service (Monday through Saturday) beginning January 1, 2024 and continuing through December 31, 2024. UTA will provide service as posted on the rideuta.com public website.

3) Payment for Service. UTA shall invoice the City for the Service in one instalment of $86,750, eighty-six thousand, seven hundred and fifty, on November 1, 2024. Payment shall be due thirty days after the date on the invoice. UTA is entitled to one hundred percent (100%) of the advertising revenues generated from any advertising placed on any transit vehicles providing the Service.

4) Modification of Agreement. This Agreement may be supplemented, amended, or modified only

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by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

5) Recognition of Sponsors. UTA agrees to identify the sponsors of the Service with 2 car-cards on the interior of the buses providing the Service. UTA and the City agree to work together to develop signage identifying the sponsors of the Service, but UTA retains sole discretion and decision-making authority regarding the content, size, design and placement of all signage.

6) Indemnification. Both the City and UTA are governmental entities under the Utah Governmental Immunity Act of the Utah Code, Section 63G-7-101 et seq. 1953 (as amended) (hereinafter, the "Act"). Nothing in this Agreement shall be construed to be a waiver by either UTA or the City of any protections, rights, or defenses applicable under the Act. It is not the intent of either party to incur by contract any liability for the negligent operations, acts, or omissions of the other party or any third party and nothing in this Agreement shall be so interpreted or construed.

7) Default. If either party fails to perform any of the terms and conditions of this Agreement, upon fifteen (15) days' notice of such failure to perform, the right of the defaulting party under this Agreement shall expire.

8) Attorney's Fees. The defaulting party agrees to pay the non-defaulting party's costs and reasonable attorney's fees in the event such are incurred to enforce any of the provisions of this Agreement.

9) Assignment. No party hereto shall have the right to assign its right and obligations hereunder without the express written consent of the other parties hereto.

10) Notice or Demands. Any notice or demand to be given by one party to the other shall be given in writing per personal service, telegram, express mail, Federal Express, or any other similar form of courier or delivery service, or mailing in the United States Mail, postage prepaid, certified, return receipt requested and addressed to such party as Follows:

Administrator			Utah Transit Authority
Attn:			Camille Glenn
Address			669 West 200 South
Address 2			Salt Lake City, Utah 84101
City, State, Zip			CGlenn@rideuta.com
Email			(801)626-1200
Phone			

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

Signature Block Found on Following Page

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

UTAH TRANSIT AUTHORITY

By:_____Date:_____

Name:_____

Title:_____

By:_____Date:_____

Name:_____

Title:_____

Approved as to Form:

By: DocuSigned by: Mike Bell 70E33A415BA44F6... Date: 3/7/2024

Name: Mike Bell

Title: Utah Assistant Attorney General

CITY

By: Mara Brown (Mar 6, 2024 16:27 MST) Date: Mar 6, 2024

Name: Mara Brown

Title: CAO

By: Lee Ann Peterson Date: Mar 6, 2024

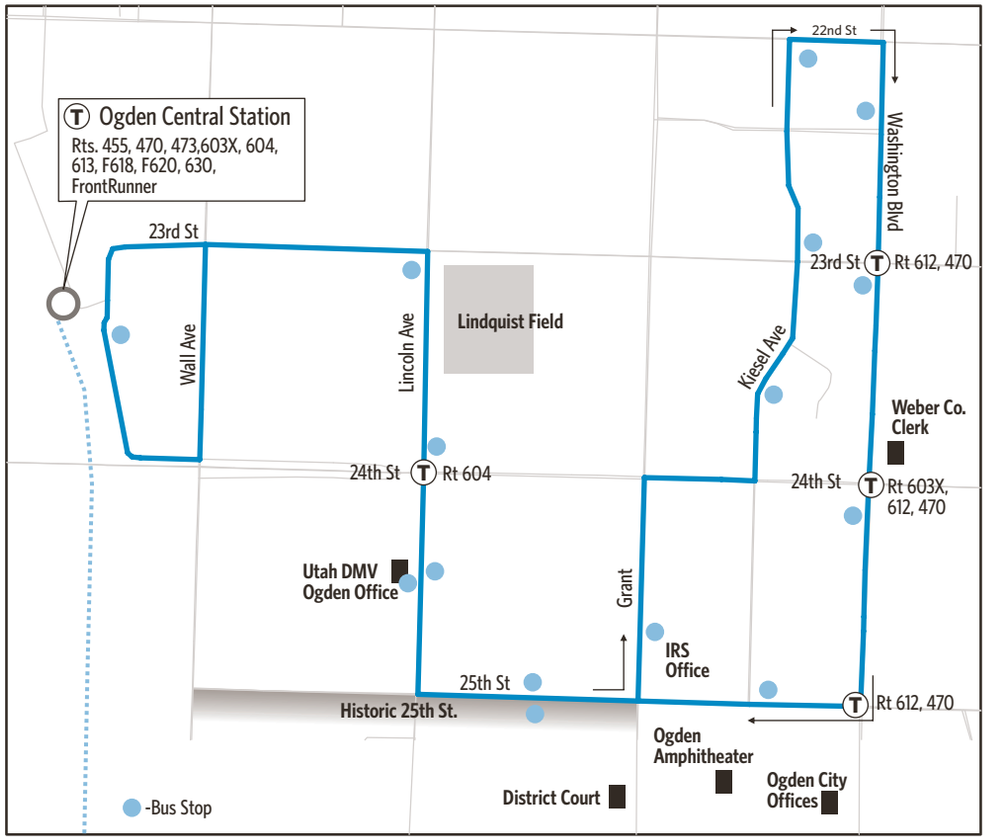
Name: Lee Ann Peterson

Title: Chief Deputy Recorder

OGDEN CITY, UTAH CORPORATE SEAL

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Route 601 Ogden Trolley



For Information Call 801-RIDE-UTA (801-743-3882)
outside Salt Lake County 888-RIDE-UTA (888-743-3882)
www.rideuta.com

HOW TO USE THIS SCHEDULE
Determine your timepoint based on when you want to leave or when you want to arrive. Read across for your destination and down for your time and direction of travel. A route map is provided to help you relate to the timepoints shown. Weekday, Saturday & Sunday schedules differ from one another.

UTA SERVICE DIRECTORY
- General Information, Schedules, Trip Planning and Customer Feedback: 801-RIDE-UTA (801-743-3882)
- Outside Salt Lake County call 888-RIDE-UTA (888-743-3882)
- For 24 hour automated service for next bus available use option 1. Have stop number and 3 digit route number (use 0 or 00 if number is not 3 digits).
- Pass By Mail Information 801-287-2204
- For Employment information please visit http://www.rideuta.com/careers/
- Travel Training 801-287-2275

LOST AND FOUND
Weber/South Davis: 801-626-1207 option 3
Utah County: 801-227-8923
Salt Lake County: 801-287-4664

FARES
Exact Fare is required. Fares are subject to change.

ACCESSIBLE SERVICE
Wheelchair accessible buses are available on all routes. Alternate format schedules are available upon request. Telephone communication for deaf/hearing impaired persons is available by dialing 711.

TRANSFERS
Upon payment of a fare, a transfer is good for travel in any direction, including return trip, for two (2) hours until the time cut. The value of a transfer towards a fare on a more expensive service is the regular cash fare.

BIKES ON BUSES
The Bikes on Buses service is available on all buses, except Paratransit.

HOLIDAYS
Please check rideuta.com for holiday service information.

601

Ogden Trolley
Free Fare Route

Downtown Ogden
Ogden Junction
Ogden City Hall
Ogden Amphitheater
Lindquist Field
Ogden Central Station

UTA BUS

WK SAT

Effective
August 2023

WEEKDAYS
To Ogden Station

Ogden Central Station	24th St & Lincoln Ave	25th St & Grant Ave	23rd St & Washington Blvd	25th & Wasington Blvd	24th St & Lincoln Ave	Ogden Central Station
758a	800a	802a	806a	808a	810a	813a
818	820	822	826	828	830	833
838	840	842	846	848	850	853
858	900	902	906	908	910	913
918	920	922	926	928	930	933
938	940	942	946	948	950	953
958	1000	1002	1006	1008	1010	1013
1018	1020	1022	1026	1028	1030	1033
1038	1040	1042	1046	1048	1050	1053
1058	1100	1102	1106	1108	1110	1113
1118	1120	1122	1126	1128	1130	1133
1138	1140	1142	1146	1148	1150	1153
1158	1200p	1202p	1206p	1208p	1210p	1213p
1218p	1220	1222	1226	1228	1230	1233
1238	1240	1242	1246	1248	1250	1253
1258	100	102	106	108	110	113
118	120	122	126	128	130	133
138	140	142	146	148	150	153
158	200	202	206	208	210	213
218	220	222	226	228	230	233
238	240	242	246	248	250	253
258	300	302	306	308	310	313
318	320	322	326	328	330	333
338	340	342	346	348	350	353
358	400	402	406	408	410	413
418	420	422	426	428	430	433
438	440	442	446	448	450	453
458	500	502	506	508	510	513
518	520	522	526	528	530	533
538	540	542	546	548	550	553
558	600	602	606	608	610	613
618	620	622	626	628	630	633
638	640	642	646	648	650	653
658	700	702	706	708	710	713
718	720	722	726	728	730	733
738	740	742	746	748	750	753
758	800	802	806	808	810	813
818	820	822	826	828	830	833
838	840	842	846	848	850	853
858	900	902	906	908	910	913
918	920	922	926	928	930	933
938	940	942	946	948	950	953
958	1000	1002	1006	1008	1010	1013
1018	1020	1022	1026	1028	1030	1033
1038	1040	1042	1046	1048	1050	1053

SATURDAY
To Ogden Station

Ogden Central Station	24th St & Lincoln Ave	25th St & Grant Ave	23rd St & Washington Blvd	25th & Wasington Blvd	24th St & Lincoln Ave	Ogden Central Station
758a	800a	802a	806a	808a	810a	813a
818	820	822	826	828	830	833
838	840	842	846	848	850	853
858	900	902	906	908	910	913
918	920	922	926	928	930	933
938	940	942	946	948	950	953
958	1000	1002	1006	1008	1010	1013
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1258	100	102	106	108	110	113
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138	140	142	146	148	150	153
158	200	202	206	208	210	213
218	220	222	226	228	230	233
238	240	242	246	248	250	253
258	300	302	306	308	310	313
318	320	322	326	328	330	333
338	340	342	346	348	350	353
358	400	402	406	408	410	413
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438	440	442	446	448	450	453
458	500	502	506	508	510	513
518	520	522	526	528	530	533
538	540	542	546	548	550	553
558	600	602	606	608	610	613
618	620	622	626	628	630	633
638	640	642	646	648	650	653
658	700	702	706	708	710	713
718	720	722	726	728	730	733
738	740	742	746	748	750	753
758	800	802	806	808	810	813
818	820	822	826	828	830	833
838	840	842	846	848	850	853
858	900	902	906	908	910	913
918	920	922	926	928	930	933
938	940	942	946	948	950	953
958	1000	1002	1006	1008	1010	1013
1018	1020	1022	1026	1028	1030	1033
1038	1040	1042	1046	1048	1050	1053

Timepoints are approximate and may vary due to road and traffic conditions

SEE SOMETHING? SAY SOMETHING!

To contact UTA police:
Call: 801-287-EYES (801-287-3937)
Or Text UTATIP and your tip to 274637

TRANSIT WATCH

INTERPRETER

801-RIDE-UTA
call (801-743-3882)
Toll-Free (888-743-3882)

Intérprete 口譯 thông dịch viên
해석자 tumač переводчик
インタプリタ Dolmetscher ล่าม

PLAN AND PAY WITH transit

Available in the App Store and Google Play.

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OGDEN CITY TROLLEY SERVICE AGREEMENT

Final Audit Report 2024-03-06

Created:	2024-03-06
By:	Kathryn Wulfe (kathrynw@ogdencity.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQBZ46fpiaaZNO31_2EMvwEGdY3fFdN_P

"OGDEN CITY TROLLEY SERVICE AGREEMENT" History

Document created by Kathryn Wulfe (kathrynw@ogdencity.com)
2024-03-06 - 11:17:49 PM GMT

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2024-03-06 - 11:18:59 PM GMT

Email viewed by marab@ogdencity.com
2024-03-06 - 11:27:06 PM GMT

Signer marab@ogdencity.com entered name at signing as Mara Brown
2024-03-06 - 11:27:27 PM GMT

Document e-signed by Mara Brown (marab@ogdencity.com)
Signature Date: 2024-03-06 - 11:27:29 PM GMT - Time Source: server

Document emailed to Lee Ann Peterson (leeannp@ogdencity.com) for signature
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Email viewed by Lee Ann Peterson (leeannp@ogdencity.com)
2024-03-06 - 11:31:22 PM GMT

Document e-signed by Lee Ann Peterson (leeannp@ogdencity.com)
Signature Date: 2024-03-06 - 11:32:00 PM GMT - Time Source: server

Agreement completed.
2024-03-06 - 11:32:00 PM GMT

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 3/27/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Kensey Kunkel, Manager Fare Strategy

TITLE:

Fare Agreement: Special Events and Police Service Agreement for Salt Lake City Marathon (High Altitude Special Events "HASE")

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Authorize the Executive Director to execute a Special Event Agreement (contract #24-F0393) with High Altitude Special Events (HASE) for the Salt Lake Marathon in the amount of $10,814.

BACKGROUND:

UTA and High-Altitude Special Events (HASE) have historically worked together to provide transit access to and from its event, the Salt Lake City Marathon (Marathon). HASE partnered with UTA to pay the transit fare for Marathon participants/runners. Runner's bibs, race shirts, and volunteer shirts were accepted as valid fare to ride transit on the day of the event. This is considered by UTA to be "ticket-as-fare."

In addition to ticket-as-fare, HASE partnered with UTA for additional UTA Police Officer support to ensure participant safety throughout the event and at specific grade crossings along the marathon route.

Both parties desire to continue this partnership for the 2024 Marathon.

DISCUSSION:
The Marathon will take place on Saturday, April 20, 2024. UTA will partner with HASE to provide ticket-as-fare. Marathon runners may use their race bib to ride UTA services on the day of the event. The value of this agreement is $10,814 (additional details can be found in the fiscal impact section below).

ALTERNATIVES:

1. Require HASE Marathon Participants to find alternative ways to purchase transit fare
2. Do not provide additional police support

FISCAL IMPACT:

The total value of this agreement is $10,814 and represents a slight increase ($544) in revenue received as compared to 2023 revenue.

Item	Price
Police Service *(8 officers for 8 hours at the rate of $63.50 per hour)*	$ 4,064
Participant Passes	$ 6,750
Total Contract Value	**$ 10,814**

ATTACHMENTS:

Contract

DocuSign Envelope ID: 61D68CEF-73E0-40A8-9362-CC36E52F6915

SPECIAL EVENTS PASS AGREEMENT
High Altitude Special Events (HASE)

This Salt Lake City Marathon Pass Agreement ("Agreement") is made this 1 day of April, 2024 ("Effective Date") between CRESM, LLC dba HIGH ALTITUDE SPECIAL EVENTS ("HASE" or "SPONSOR"), an Illinois Corporation, whose address is 2221 W 43rd Street, Chicago, IL 60609, and UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA").Sponsor and UTA hereafter collectively referred to as the "parties" and either of the foregoing may be individually referred to as "party," all as governed by the context in which such words are used.

RECITALS

WHEREAS Sponsor is sponsoring a Marathon in Salt Lake City, Utah on April 20, 2024 ("Marathon" or "Event") and anticipates over 2,500 participants;

WHEREAS both UTA and HASE recognize the benefits of providing public transportation services to individuals participating in the Marathon, which will reduce congestion, improve the quality of air and the environment, and limit the amount parking needed; and

WHEREAS UTA is willing to assist in providing additional UTA police services, and Sponsor is willing to pay for additional UTA police services; and

WHEREAS Sponsor desires that Event items as described in Section 4, below be accepted by UTA as valid fare for transportation to its Event using UTA's transit system; and

WHEREAS UTA is willing to allow Event items to be accepted as valid fare and will accept payment for fares from Sponsor for the UTA transit system.

AGREEMENT

NOW THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants herein and in the Agreements and in the Agreement, the mutual benefits to the parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. Special Event Pass Program. The Parties agree to establish a Special Event Pass Program whereby Sponsor purchases transit passes for Marathon participants to travel to and from the Event (the "Special Event Transit Pass").

2. Additional Police Services. UTA agrees to provide one UTA sergeant and seven transit police officers to offer police services on TRAX trains and UTA transit facilities for eight hours on the date of the Marathon.

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3. Authorized Users. Upon the terms and conditions contained herein, UTA agrees to allow Sponsor to provide a Special Events Transit Pass to Marathon participants ("Authorized Users").

4. Pass Recognized as Fare Payment. UTA agrees to accept Participants' Race Bibs, Race Official shirts, and Race Volunteer shirts (Authorized Proof of Fare) as valid fare A Marathon participant's failure to present a race bib, Race Official shirt, or Race Volunteer shirt while traveling on Authorized Services on the date of the Marathon may result in the issuance of ejection from the train or bus, a citation and/or fine. Race bibs, Race Official shirts, and Race Volunteer shirts are not transferrable for the purposes of travel on Authorized Services and shall not be accepted as valid fare on any other date. The Special Events Transit Pass shall be recognized by UTA as fare payment on all Local Bus Routes, TRAX Light Rail Routes, Streetcar Light Rail, FrontRunner Commuter Rail Routes, Express Bus Routes, and Microtransit on the day of the Event. The Special Events Transit Pass shall not be recognized as fare payment Ski Service. Paratransit eligibility applies.

5. Payment. On or before April 1, 2024 UTA shall invoice, and Sponsor shall pay UTA the base purchase price of $10,814 as detailed in the table below. Sponsor shall pay the invoiced amount within thirty (30) days of its receipt of the invoice. Sponsor shall pay a one percent (1%) late fee on balances due under this Agreement which remain unpaid within thirty (30) days from the due date indicated on the invoice.

Item	Price
Police Service *(8 officers for 8 hours at the rate of $63.50 per hour)*	$ 4,064
Participant Passes	$ 6,750
Total Contract Value	**$ 10,814**

6. Use of the UTA Logo.

a. The UTA Logo, which is attached hereto as Exhibit A, is the sole and exclusive property of UTA. UTA hereby grants Sponsor, so long as it is not in breach of this Agreement or a limited and revocable license to use or print the UTA logo as specified herein. The interpretation and enforcement (or lack thereof) of these terms and conditions, and compliance therewith, shall be in UTA's sole discretion. The UTA Logo may not be altered in any way and must be displayed in the same form as produced by UTA. The UTA Logo must be printed in either black or in the official color of blue and red.

b. The UTA Logo shall be used in a professional manner on the Event main entrance, VIP area, stage banners, website, and posters; and in print advertising for the Series.

c. Notwithstanding the foregoing, the UTA Logo may not be used in any manner that: discredits UTA or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others violates any law, regulation or other public policy; or mischaracterizes the relationship between UTA and the user, including but not limited to any use of the UTA

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Logo that might be reasonably construed as an endorsement, approval, sponsorship or certification by UTA of Sponsor, Sponsor's business or organization, or Sponsor's products or services or that might be reasonably construed as support or encouragement to purchase or utilize Sponsor's products or services.

d. Use of the UTA Logo shall create no rights for Sponsor in or to the UTA Logo or their use beyond the terms and conditions of this limited and revocable license. The UTA Logo shall remain at all times the sole and exclusive intellectual property of UTA. UTA shall have the right, from time to time, to request samples of use of the UTA Logo from which it may determine compliance with these terms and conditions. Without further notice, UTA reserves the right to prohibit use of the UTA Logo if it determines that Sponsor's UTA Logo usage, whether willful or negligent, is not in strict accordance with the terms and conditions of this license, otherwise could discredit UTA or tarnish its reputation and goodwill, or Sponsor is otherwise in breach of this Agreement.

7. Pass Distribution. Sponsor shall be solely responsible for issuing Special Event Transit Passes to Authorized Users.

8. Public Transit Services. The Parties understand that the transit services being purchased under this Agreement are public transit services. As such, Authorized Users must comply with all UTA Rider Rules and rules governing the use of public transit services. Authorized Users must present their Special Event Transit Passes as proof of fare payment to UTA bus operators and fare inspectors. Authorized Users who do not have possession of a Special Event Transit Pass must pay the regular fare for the transit service they use. UTA reserves the right to modify its service and schedules as it deems appropriate in its sole discretion.

9. Indemnification. Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents or employees to the full extent required by law, and agrees to indemnify and hold the other party harmless from any such liability, damage, expense, cause of action, suit, claim, judgment, or other action arising from participation in this Agreement. Both parties are subject to the provisions of the Utah Governmental Immunity Act. Neither party waives any legal defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

10. Termination. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least forty-five (45) days prior to the termination date. If UTA terminates this Agreement before the Event ends, Sponsor shall pay the amount described in Paragraph 3 for the Event for which UTA provided transportation services.

11. Nondiscrimination. Sponsor agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, creed, sex, or age in accordance with the requirements of 49 U.S.C. §5332.

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12. Third Party Interests. No person not a party to this Agreement shall have any rights or entitlements of any nature under it.

13. Entire Agreement. This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreements or special arrangements contrary to or in addition to the terms and conditions as stated herein.

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

UTAH TRANSIT AUTHORITY

By: _____
Monica Morton
Fares Director

By: _____
Kensey Kunkel
Mgr. of Fare Strategy

APPROVED AS TO FORM:

DocuSigned by:
Mike Bell
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Mike Bell
UTA Counsel

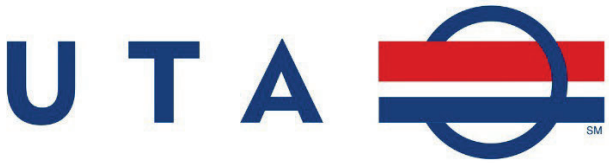
SPONSOR

By: _____
Name: Steve Bingham-Hawk
Title: Regional Director

By: _____
Name:
Title:

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Exhibit "A"
UTA Logo



669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 3/27/2024

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

TITLE:

Fare Agreement: Special Events Agreement (Utah Film Center)

AGENDA ITEM TYPE:
Service or Fare Approval

RECOMMENDATION:
Approve and authorize the Executive Director to enter the Special Events Agreement with the Utah Film Center

BACKGROUND:
Tumbleweeds Film Festival is organized by staff at the Utah Film Center. It is a film festival for children and youth which features films from around the world and provides culturally-enriching, curated film, and media arts workshops for younger audiences, and is the only film festival for children in the Intermountain West. The staff of the festival conduct specific outreach to refugee and other populations who often don't have transportation options to get to the festival. UTA has historically partnered with Tumbleweeds Film Festival to allow ticket holders to ride to the festival free of charge using their event ticket, including their Festival in May of 2023.

The festival will once again take place April 17-20, 2024 at the Viridian Event Center in West Jordan, Utah. Both UTA and the festival desire to partner together to provide transit fare for ticket holders to ride to this year's festival when using their event ticket. In lieu of monetary donation, the festival will provide UTA with a marketing package valued at $2,500 that includes promotional recognition and event benefits (details can be found in Exhibit A "Marketing Package" of the contract).

DISCUSSION:

In the spirit of partnership, UTA and the Utah Film Center will enter a Special Events Agreement for the Tumbleweeds Film Festival taking place April 17-20, 2024. The festival will provide UTA with a marketing package in lieu of monetary exchange. This will give an estimated 3,500 ticket holders access to UTA services on the day of the event as printed on the holder's ticket.

CONTRACT SUMMARY:

Contractor Name:	Utah Film Center
Contract Number:	24-F03913
Base Contract Effective Dates:	April 1, 2024 - April 21, 2024
Extended Contract Dates:	NA
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Contract Value:	$2,500
Procurement Method:	NA
Budget Authority:	NA

ALTERNATIVES:

Do not enter an agreement with the Utah Film Center for ticket as fare, requiring attendees to utilize other fare alternatives.

FISCAL IMPACT:

It is estimated that the total forgone revenue for this event is $2,500 and was calculated using estimated ridership multiplied against the public fare rate.

ATTACHMENTS:

Special Events Agreement

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UTA Contract Number: 24-F0391

SPECIAL EVENTS AGREEMENT
Tickets for Transit

This Special Events Agreement-Tickets for Transit ("Agreement") is entered into on April 1, 2024 by and between Utah Film Center ("Sponsor"), and Utah Transit Authority, a public transit district organized under the laws of the State of Utah ("UTA"). Sponsor and UTA hereafter collectively referred to as the "parties" and either of the foregoing may be individually referred to as "party," all as governed by the context in which such words are used.

RECITALS

WHEREAS Sponsor will host a Tumbleweed Film Festival for Kids ("Event") on the following date(s): April 17-20, 2024 and at the following location: Viridian Event Center, 8030 South 1823 West, West Jordan, Utah 84088 ("Venue"); and

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

WHEREAS UTA is willing to accept payment-in-kind consisting of marketing and promotional activities for the UTA transit system; and

WHEREAS the parties desire to establish a program whereby Sponsor is authorized to procure transit passes by providing a payment-in-kind marketing package for those attending its Event.

AGREEMENT

NOW THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants herein and in the Agreement, the mutual benefits to the parties to be derived here from, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

SECTION I: DEFINITIONS

1.1 The term **"Base Service"** means public transit service as produced in UTA's ordinary operations and published at www.rideuta.com.

1.2 The term **"Effective Date"** shall mean April 1, 2024, unless the parties agree otherwise above.

1.3 The term **"Sponsor"** means the business entity defined as Sponsor on the initial page of this agreement.

SECTION II: TERMS AND CONDITIONS

DocuSign Envelope ID: 8F76EE0D-13AB-4DE4-9412-D44D6B22D905

1. Tickets for Transit Program. The parties agree to establish a Tickets for Transit Program, whereby the Sponsor procures transit passes using payment-in-kind for ticket holders to its Event(s) (the "Tickets for Transit Pass").

2. Authorized Users. Upon the terms and conditions contained herein, UTA agrees to allow Sponsor to provide a Tickets for Transit Pass to ticket holders ("Authorized Users") attending the Event(s) at the Venue.

3. Payment-in-Kind for Fare. Sponsor agrees to provide payment-in-kind consisting of a marketing package valued at $2,500 (see Exhibit A "Marketing Package"). The marketing package shall promote use of UTA's transit system and shall be subject to pre-approval by UTA.

4. Term of Agreement. The term of this Agreement shall be from the Effective Date and runs through April 21, 2024.

5. Pass Recognized as Fare Payment. An Authorized User's event ticket shall also serve as a transit pass when: (1) printed with the wording "Valid as UTA fare on the date indicated" or similar wording approved by UTA and (2) used for fare payment on the date of the event stated on the ticket. The Tickets for Transit Pass shall be recognized by UTA as fare payment on all Local Bus Routes, TRAX Light Rail Routes, Streetcar Light Rail, FrontRunner Commuter Rail Routes, and BRT Routes on the day of the event. The Tickets for Transit Pass shall not be recognized as fare payment on Ski Service. Paratransit Eligibility applies. (3) Issued to event attendees via email, home delivery, or through an app. Attendees using transit to get to/from the event present acceptable fare media upon boarding the bus or upon rail inspection. Acceptable fare media for events includes: a printed copy of the vendor issued email displaying the attendee's ticket, a vendor issued ticket, or the mobile app with the ticket displayed. Fare media that is not accepted includes: generic download from the vendor's website, a form of ticket not provided to UTA as an acceptable ticket type, a camera image of the ticket, or any other form not listed as acceptable. Vendor must provide UTA with images of all the different ticket types. UTA will use the images to verify the logo is printed and distribute to operators so they are aware of them prior to the event.

6. Use of the UTA Logo.

   a. The UTA Logo, which is attached hereto as Exhibit B, is the sole and exclusive property of UTA. UTA hereby grants Sponsor, so long as it is not in breach of this Agreement a limited and revocable license to use or print the UTA logo as specified herein. The interpretation and enforcement (or lack thereof) of these terms and conditions, and compliance therewith, shall be in UTA's sole discretion. The UTA Logo may not be altered in any way and must be displayed in the same form as produced by UTA. The UTA Logo must be printed in either black or in the official color of blue and red.

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b. The UTA Logo shall be used in a professional manner on all Event tickets; on the Event main entrance, VIP area, stage banners, website, and posters; and in print advertising for the Event.

c. Notwithstanding the foregoing, the UTA Logo may not be used in any manner that, in the sole discretion of UTA: discredits UTA or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others, violates any law, regulation or other public policy; or mischaracterizes the relationship between UTA and the user, including but not limited to any use of the UTA Logo that might be reasonably construed as an endorsement, approval, sponsorship or certification by UTA of Sponsor, Sponsor's business or organization, or Sponsor's products or services or that might be reasonably construed as support or encouragement to purchase or utilize Sponsor's products or services.

d. Use of the UTA Logo shall create no rights for Sponsor in or to the UTA Logo or their use beyond the terms and conditions of this limited and revocable license. The UTA Logo shall remain at all times the sole and exclusive intellectual property of UTA. UTA shall have the right, from time to time, to request samples of use of the UTA Logo from which it may determine compliance with these terms and conditions. Without further notice, UTA reserves the right to prohibit use of the UTA Logo if it determines, in its sole discretion, that Sponsor's UTA Logo usage, whether willful or negligent, is not in strict accordance with the terms and conditions of this license, otherwise could discredit UTA or tarnish its reputation and goodwill, or Sponsor is otherwise in breach of this Agreement.

7. Pass Distribution. Sponsor shall be solely responsible for issuing Tickets for Transit Passes to Authorized Users.

8. Public Transit Services. The Parties understand that the transit services being used under this Agreement are public transit services. As such, Authorized Users must comply with all UTA rider rules and rules governing the use of public transit services. Authorized Users must present their Tickets for Transit Passes as proof of fare payment to UTA bus operators and fare inspectors. Authorized Users who do not have possession of a Tickets for Transit Pass must pay the regular fare for the transit service they use. UTA reserves the right to modify its service and schedules as it deems appropriate in its sole discretion.

9. Indemnification. Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents or employees to the full extent required by law and agrees to indemnify and hold the other party harmless from any such liability, damage, expense, cause of action, suit, claim, judgment, or other action arising from participation in this Agreement. Both parties are subject to the provisions of the Utah Governmental Immunity Act. Neither party waives any legal defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

DocuSign Envelope ID: 8F76EE0D-13AB-4DE4-9412-D44D6B22D905

10. Termination. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least forty-five (45) days prior to the termination date. If UTA terminates this Agreement before the Event ends, Sponsor shall pay a prorated amount for the concerts for which UTA provides transportation services. Sponsor may also terminate all or part of this agreement in the event the Covid-19 pandemic precludes performance of all or part of the concert series and pay UTA a pro-rated amount only for the shows performed.

11. Nondiscrimination. Sponsor agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, based on race, color, national origin, creed, sex, or age in accordance with the requirements of 49 U.S.C. §5332.

12. Third Party Interests. No person not a party to this Agreement shall have any rights or entitlements of any nature under it.

13. Entire Agreement. This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreements or special arrangements contrary to or in addition to the terms and conditions as stated herein.

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

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

SPONSOR

By: _____Date:_____

Name:_____

Title:_____

UTAH TRANSIT AUTHORITY

By: _____Date:_____
Name:
Title

By: _____Date:_____
Name:
Title:

Approved as to Form:

DocuSigned by:
By: Mike Bell Date: 3/8/2024
Michael Bell
Assistant Attorney General
Counsel for UTA

DocuSign Envelope ID: 8F76EE0D-13AB-4DE4-9412-D44D6B22D905

Exhibit "A"
Example Marketing Package

Value of Package: **$2,500**

Details of Package:

$2,500 to $4,999

Promotional Recognition

Share on-screen recognition before each Festival film

Linked logo on our website

On-site branding activation (upon request)

Listing on promotional materials, printed program, and onsite signage*

Ticket & Event Benefits

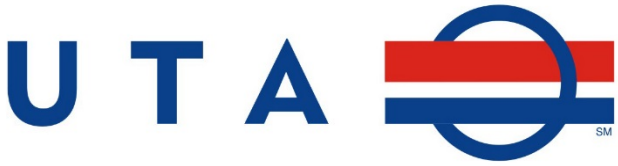
4 tickets to the Opening Night film and VIP party

40 film vouchers for your organization

Text for internal communication to engage employees around your sponsorship (upon request)

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Exhibit “B”
UTA Logo



669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 3/27/2024

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Viola Miller, Chief Financial Officer
PRESENTER(S):	Daniel Hofer, Director of Capital Programming and Support Greg Andrews, Senior Financial Analyst

TITLE:

TBA2024-03-01 - Technical Budget Adjustment for Capital Budget Transfer

AGENDA ITEM TYPE:
Other Approval

RECOMMENDATION:
In accordance with Board of Trustee Policy Number 2.1, Financial Management, the Board of Trustees may amend or supplement the budget at any time after its adoption. This request is to supplement several projects in UTA's 2024 Capital Program with funds transferred from other projects or the Capital contingency to complete projects this year.

It is recommended that the Board accept the recommendations and approve the transfer of funds for these projects.

BACKGROUND:
Proposed Budget Adjustment

This proposed transfer of $28,000 in Technical Budget Adjustments to the 2024 Capital Budget will transfer funds to one project to aid in its delivery.

DISCUSSION:
FMA689- New Bid Trailer Meadowbrook 7

Project is to replace the existing aged trailer at Meadowbrook Building 7 that is used to conduct bid sessions. Project has a current budget of $115,000. UTA received bids that were more than the current budget amount.

The additional $28,000 will provide sufficient funding for UTA to continue with this procurement.

ALTERNATIVES:
Project would be delayed or cancelled.

FISCAL IMPACT:
These requests can be addressed using funds currently existing in UTA's 2024-2028 Capital Plan. This will not affect UTA's fund balance outside of what is already included in our current Capital Plan.

ATTACHMENTS:

- Technical Budget Adjustment TBA2024-03-01

UTAH TRANSIT AUTHORITY
2024 CAPITAL TECHNICAL BUDGET ADJUSTMENT

REF #: TBA2024-03-01
Date: March 27, 2024

	Funding Sources	2024 Capital Budget	Technical Budget Adjustment	Adjusted 2024 Capital Budget
1	UTA Current Year Funding	$ 129,568,000		$ 129,568,000
2	Grants	59,152,000		59,152,000
3	Local Partner Contributions	8,861,000		8,861,000
4	State Contribution	13,447,000		13,447,000
5	Leasing	27,234,000		27,234,000
6	Bonding	6,330,000		6,330,000
7	**Total Funding Sources**	**244,592,000**	**-**	**244,592,000**
	Expense			
7	Capital Services	191,809,000		191,809,000
8	Finance	28,535,000	(28,000)	28,507,000
	MSP999 Capital Contingency	**5,000,000**	**(28,000)**	**4,972,000**
9	Enterprise Strategy	8,950,000		8,950,000
10	Operations	6,277,000	28,000	6,305,000
	FMA689 - New Bid Trailer for MB building 7	**115,000**	**28,000**	**143,000**
11	Planning & Engagement	5,443,000		5,443,000
12	Executive Director	2,448,000		2,448,000
13	People	1,130,000		1,130,000
14	**Total Expense**	**$ 244,592,000**	**$ -**	**$ 244,592,000**

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 3/27/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Nichol Bourdeaux, Chief Planning and Engagement
PRESENTER(S): Russ Fox, Director of Planning

TITLE:

Service Design Standards

AGENDA ITEM TYPE:
Discussion

RECOMMENDATION:
Informational report for discussion

BACKGROUND:
UTA currently has Service Design Guidelines which establish a framework for service planning, including service levels, modes and tiers of service, route design, propensity of ridership index, and bus stop and rail station placement and spacing.

DISCUSSION:
Service planning is updating the current Service Design Guidelines to become standards - a UTA agency standard operating procedure (SOP). One of the goals of moving from guidelines to standards is to provide a tool for service planning to give definitive and objective answers to service changes while implementing the Five-Year Service Plan. In addition, the Service Design Standards will be one of the pillars of the Sustainable Service Design Standards. The Sustainable Design Standards are being created to improve the work of operators and create an environment in which service delivery is scalable and sustainable. Planning staff will be presenting an overview of the proposed standards.

ALTERNATIVES:
N/A

FISCAL IMPACT:
N/A

ATTACHMENTS:
N/A

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 3/27/2024

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Jay Fox, Executive Director
PRESENTER(S):	Carlton Christensen, Chair of Board of Trustees

TITLE:

Strategy Session to Discuss the Purchase, Exchange, or Lease of Real Property

AGENDA ITEM TYPE:
Closed Session

RECOMMENDATION:
Approve moving to closed session for discussion of the purchase, exchange, or lease of real property.

BACKGROUND:
Utah Open and Public Meetings Act allows for the Board of Trustees to meet in a session closed to the public for various specific purposes.

DISCUSSION:
The purpose for this closed session is:

- Strategy session to discuss the purchase, exchange, or lease of real property, including any form of water right or water shares, or to discuss a proposed development agreement, project proposal, or financing proposal related to the development of land owned by the state