Utah Transit Authority

Board of Trustees

REGULAR MEETING AGENDA

669 West 200 South
Salt Lake City, UT 84101

Wednesday, July 10, 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**	Jay Fox
4.	**Public Comment**	Chair Carlton Christensen
5.	**Consent**	Chair Carlton Christensen
	a. Approval of June 26, 2024 Board Meeting Minutes	
6.	**Reports**	
	a. Executive Director Report - Strategic Plan Minute: Customer Expectations - Detours and Disruptions - Warm Springs Stormwater Update - Executive Director Team Award: UTAPD Canine Unit - Recognition of Cherryl Beveridge	Jay Fox
	b. Financial Report - May 2024	Viola Miller Brad Armstrong Gregory Andrews
7.	**Contracts, Disbursements and Grants**	
	a. Contract: Task Ordering Agreement for Recruiting Services Pool (Tryfacta, Inc.)	Greg Gerber
	b. Contract: Task Ordering Agreement for Recruiting Services Pool (Millennium Solutions Group LLC)	Greg Gerber
	c. Contract: Task Ordering Agreement for Recruiting Services Pool (Enterprise Solutions Inc.)	Greg Gerber

d.	Contract: Task Ordering Agreement for Recruiting Services Pool (22nd Century Technologies, Inc.)	Greg Gerber
e.	Contract: Task Ordering Agreement for Recruiting Services Pool (Compunnel Software Group, Inc.)	Greg Gerber
f.	Contract: Rideshare/Vanpool Vehicle Preventative Maintenance Program (BMLC Investments, LLC, DBA Tire World)	Michael Goldman
g.	Contract: Rideshare/Vanpool Vehicle Preventative Maintenance Program (Utah Tire Holdings, DBA Hillside Tire and Service)	Michael Goldman
h.	Contract: Rideshare/Vanpool Vehicle Preventative Maintenance Program (Donald E and Michael A Gallegher, DBA D&M Automotive)	Michael Goldman
i.	Contract: Rideshare/Vanpool Vehicle Preventative Maintenance Program (Florence Enterprises, DBA Jed's Tire Pros and Jed's Treads)	Michael Goldman
j.	Contract: Rideshare/Vanpool Vehicle Preventative Maintenance Program (Off Road Supply LLC, DBA Fat Bob's Garage)	Michael Goldman
k.	Contract: Rideshare/Vanpool Vehicle Preventative Maintenance Program (Lehi Pioneer Tire, DBA Big O Tires Lehi).	Michael Goldman
l.	Contract: Rideshare/Vanpool Vehicle Preventative Maintenance Program (Marshh Limited, DBA Big O Tires of Providence)	Michael Goldman
m.	Contract: Rideshare/Vanpool Vehicle Preventative Maintenance Program (Raw Tires Inc., DBA Big O Tires of Logan)	Michael Goldman
n.	Contract: Rideshare/Vanpool Vehicle Preventative Maintenance Program (Roy Parkinson Interprises LLC, DBA C&M Tires Clearfield).	Michael Goldman
o.	Contract: Rideshare/Vanpool Vehicle Preventative Maintenance Program (Roy Parkinson Interprises LLC, DBA C&M Tires Roy)	Michael Goldman
p.	Contract: Perry, Box Elder County Property Disposition (Eli and Brynlee Richins)	Paul Drake Spencer Burgoyne

q. Change Order: On-Call Infrastructure Maintenance Contract Task Order #24-023 - 1300 S Grade Crossing Replacement (Stacy and Witbeck, Inc.) — Jared Scarbrough, Jacob Wouden

8. Discussion Items

a. Proposed Vanpool Rates — Patrick Preusser, Michael Goldman, Lani Laumua

9. Other Business — Chair Carlton Christensen

a. Next Meeting: Wednesday, July 31, 2024 at 9:00 a.m.

10. 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_-NtC0ywtRyGYreKCC9zlnw 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, July 9th 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:** 7/10/2024

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

TITLE:

Approval of June 26, 2024 Board Meeting Minutes

AGENDA ITEM TYPE:
Minutes

RECOMMENDATION:
Approve the minutes of the June 26, 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 June 26, 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/923319.html> and video feed is available through the UTA Board Meetings page <https://rideuta.com/Board-of-Trustees/Meetings>.

ATTACHMENTS:
1. 2024-06-26_BOT_Minutes_unapproved

Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Wednesday, June 26, 2024 **9:00 AM** **FrontLines Headquarters**

Present: Chair Carlton Christensen
Trustee Beth Holbrook
Trustee Jeff Acerson

Board Chair Carlton Christensen joined the meeting virtually.

Also attending were UTA staff and interested community members.

1. Call to Order and Opening Remarks

Due to Chair Christensen's virtual participation, Trustee Beth Holbrook conducted the meeting. Trustee Holbrook welcomed attendees and called the meeting to order at 9:00 a.m.

2. Pledge of Allegiance

Attendees recited the Pledge of Allegiance.

3. Safety First Minute

Viola Miller, UTA Chief Financial Officer, delivered a brief safety message.

4. Public Comment

(To view public comment in its entirety, see the meeting video located at <https://rideuta.granicus.com/player/clip/306?view_id=1&redirect=true>.)

In person comment was given by Rod Dunn, Amalgamated Transit Union Local 382 President, and Norm Blessant with Amalgamated Transit Union Local 382.

Rod Dunn: Dunn thanked Jay Fox for correcting misinformation that was shared in the May 12, 2024 board meeting and reiterated that the union was not informed of the RFP on supplemental service prior to the May 12, 2024, board meeting. Dunn also stated, in advance of that board meeting, Ogden management was told the RFP had been cancelled and employees did not attend the board meeting. Dunn stated, management is not meeting with the union to resolve issues and there are several unresolved grievances and other concerns that need to be addressed.

Dunn shared a list of specific grievances and concerns during his comments.

Norm Blessant: Blessant stated, there are several unresolved grievances and other concerns that need to be addressed with the union.

Blessant shared a list of specific grievances and concerns during his comments.

Note: The May Board meeting referenced by Dunn was held on May 8, 2024, rather than May 12, 2024 as stated in Dunn's comments.

Online Comment
No online comment was received.

5. Consent

a. Approval of June 12, 2024 Board Meeting Minutes

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

6. Reports

a. Executive Director Report

- **Strategic Plan Minute**
- **Polarized Infrared Optical Imaging Transit Infrastructure Project Update**
- **Employee Memorial - Sergeant Rich Clawson**

Strategic Plan Minute
Jay Fox, UTA Executive Director, highlighted a live video monitor pilot on the bus system. The agency is testing the technology to determine if it will improve safety. Fox indicated if the pilot is successful, the video monitors will be implemented more broadly.

Polarized Infrared Optical Imaging Transit Infrastructure Project Update
Fox was joined by Hal Johnson, UTA Director of Innovative Mobility Solutions.

Johnson provided an update on polarized infrared optical imaging, which is a new technology UTA is using to conduct more thorough track inspections. The imaging technology is being tested at UTA as part of a public-private partnership focused on improving safety in the rail industry. Johnson introduced the project team, and members of the team opined on the benefits of the technology.

Discussion ensued. The board recommended communicating the results of the initiative locally, nationally, and internationally.

Employee Memorial - Sergeant Rich Clawson
Fox was joined by Cherryl Beveridge, former UTA Chief Operating Officer; Dalan Taylor, UTA Chief of Police & Public Safety Manager; and Glenda Clawson, UTA Expeditor -

Junior Buyer.

Taylor recognized the service of Rich Clawson, UTA Police Sergeant, who recently passed away following a terminal illness.

Labor Relations
Fox assured the board that all matters related to labor relations are processed and addressed by the labor relations team.

b. Committee on Accessible Transportation (CAT) - Annual Report

Amanda Salmon, UTA Civil Rights Compliance Officer - ADA, was joined by Willie Black, UTA CAT Chair.

Salmon and Black outlined the CAT objectives, significant contributions, initiatives, and feedback provided to the agency.

Discussion ensued during which the board expressed appreciation to the CAT for its contributions to UTA.

c. Discretionary Grants Report

Gregg Larsen, UTA Manager of Grant Services, was joined by Alma Haskell, UTA Grants Development Administrator.

Staff reviewed grant applications that were submitted but not selected, applications that were submitted and are awaiting selection, and applications that were selected as of June 2024. Selected grants and appropriations include:

- FY23 Federal Transit Administration (FTA) Transit-Oriented Development (TOD) Planning - FrontRunner Corridor TOD Market, Housing, and Economic Impact Analysis: $360,000
- FY23 Community Project Funding (CPF) - 5600 West Core Route: $3.5 million
- FTA Small Starts - Midvalley Connector (allocated): $54.7 million
- FY23 FTA Low and No Emission Vehicles - 25 Compressed Natural Gas (CNG) Buses: $17.1 million
- FY24 CPF - Electric Bus Charging Implementation: $2 million
- FY 20, 21, 22 & 23 Congestion Mitigation and Air Quality (CMAQ) SL/OL/PO - Rideshare/Vanpool & UVX Operations: $3.7 million
- FY22 & 23 Mountainland Association of Governments (MAG) CRP - UVX 900 East Station: $4 million
- FY19 Wasatch Front Regional Council (WFRC) Transportation Alternatives Program (TAP) - Bus Bike Racks & FrontRunner Bike Car Installations: $80,000
- FY19, 20 & 21 WFRC Surface Transportation Block Grant (STBG)/CMAQ - OGX Capital: $7.4 million
- FY23 WFRC STBG - Point of the Mountain Environmental: $2 million

- FY23 WFRC CRP OL - OGX On-Route Charging: $1.4 million
- FY23 WFRC STBG SL - Transit Signal Priority Equipment for Buses: $238,000
- FY23 WFRC CRP SL - On-Route Electric Bus Infrastructure: $580,000
- FY23 WFRC CRP SL - Locomotive Overhaul: $325,000
- FY23 WFRC CMAQ SL - 5600 West Core Route Construction: $2 million
- FY23 WFRC STBG OL - Transit Signal Priority Equipment for Buses: $79,000
- FY23 WFRC CRP OL - Locomotive Overhaul: $1 million
- FY19 WFRC CMAQ - Intelligent Transportation System Signage & 3300/3500 South Bus Stops: $4.1 million

Discussion ensued. A question on the timing of work related to grant-funded projects was posed by the board and answered by staff.

7. Resolutions

a. R2024-06-08 - Resolution Designating the Midvale Center Station a Transit Oriented Development Site

Paul Drake, UTA Director of Real Estate & Transit-Oriented Development, reviewed the transit-oriented community (TOC) planning and development process and outlined the Midvale Center Station area concept, along with implementation plans and market feasibility.

Drake explained UTA signed an exclusive negotiation agreement (ENA) with a developer for the Midvale Center Station site. The ENA does not convey permanent rights or have any monetary value but will result in a master plan and master development agreement. (Note: The ENA agreement was entered into without board approval. Staff has acknowledged this omission will be rectified in UTA's processes moving forward.)

Drake requested the board approve the resolution, which designates the Midvale Center Station as a transit-oriented development (TOD) site.

Discussion ensued. Questions on the ENA were posed by the board and answered by Drake.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

8. Contracts, Disbursements and Grants

a. Contract: Outside Legal Services - Public and Project Finance (Chapman and Cutler)

David Wilkins, Director for Transit Law with the Office of the Attorney General, was joined by Tim Merrill, Assistant Attorney General.

Wilkins explained the need for an outside legal services contract pool and indicated he is seeking approval on several contracts for these legal services. All contracts in the legal services contract pool share a not-to-exceed value of $500,000 over five years.

Discussion ensued. A question on the public finance and bond counsel selections was posed by the board and answered by counsel.

Wilkins then requested the board approve a contract with Chapman and Cutler for outside legal services related to public and project finance. The contract has a three-year base term with two additional one-year options. The total not-to-exceed value of the contract, including the options, is $500,000.

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

b. Contract: Outside Legal Services - Public and Project Finance and Tax (Gillmore Bell)

David Wilkins was joined by Tim Merrill.

Wilkins requested the board approve a contract with Gillmore Bell for outside legal services related to public and project finance and tax. The contract has a three-year base term with two additional one-year options. The total not-to-exceed value of the contract, including the options, is $500,000.

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

c. Contract: Outside Legal Services - Labor and Employment, Environmental, Litigation, Bankruptcy, Public and Project Finance, Commercial Lease Law, Policy Drafting (Fabian VanCott)

David Wilkins was joined by Tim Merrill.

Wilkins requested the board approve a contract with Fabian VanCott for outside legal services related to labor and employment, environmental, litigation, bankruptcy, public and project finance, commercial lease law, and policy drafting. The contract has a three-year base term with two additional one-year options. The total not-to-exceed value of the contract, including the options, is $500,000.

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

d. Contract: Outside Legal Services - Pension, Labor and Employment, Immigration, Transportation Law (Jackson Lewis PC)

David Wilkins was joined by Tim Merrill.

Wilkins requested the board approve a contract with Jackson Lewis PC for outside legal services related to pension, labor and employment, immigration, and transportation

law. The contract has a three-year base term with two additional one-year options. The total not-to-exceed value of the contract, including the options, is $500,000.

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

e. Contract: Outside Legal Services - Environmental Law, Railroad Law, Surface Transportation Board (STB), National Transportation Safety Board (NTSB), Transportation Law (Kaplan, Kirsch and Rockwell LLP)

David Wilkins was joined by Tim Merrill.

Wilkins requested the board approve a contract with Kaplan, Kirsch and Rockwell LLP for outside legal services related to environmental law, railroad law, STB, NTSB, and transportation law. The contract has a three-year base term with two additional one-year options. The total not-to-exceed value of the contract, including the options, is $500,000.

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

f. Contract: Outside Legal Services - Labor and Employment, Environmental, Litigation, Railroad Law, Bankruptcy, Tax Law, Transportation Law, Intellectual Property Law, and Construction Law (Parsons, Behle and Latimer, PLC)

David Wilkins was joined by Tim Merrill.

Wilkins requested the board approve a contract with Parsons, Behle and Latimer, PLC for outside legal services related to labor and employment, environmental, litigation, railroad law, bankruptcy, tax law, transportation law, intellectual property law, and construction law. The contract has a three-year base term with two additional one-year options. The total not-to-exceed value of the contract, including the options, is $500,000.

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

g. Contract: Outside Legal Services - Officer Involved Critical Incidents, Bankruptcy, Construction Law, Commercial Leasing Law (Spencer Fane LLP)

David Wilkins was joined by Tim Merrill.

Wilkins requested the board approve a contract with Spencer Fane LLP for outside legal services related to officer-involved critical incidents, bankruptcy, construction law, and commercial leasing law. The contract has a three-year base term with two additional one-year options. The total not-to-exceed value of the contract, including the options, is $500,000.

A motion was made by Chair Christensen, and seconded by Trustee Acerson, that this

contract be approved. The motion carried by a unanimous vote.

h. Contract: Outside Legal Services - Pension, Immigration, Intellectual Property (Kutak Rock LLP)

David Wilkins was joined by Tim Merrill.

Wilkins requested the board approve a contract with Kutak Rock LLP for outside legal services related to pension, immigration, and intellectual property. The contract has a three-year base term with two additional one-year options. The total not-to-exceed value of the contract, including the options, is $500,000.

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

i. Contract: Outside Legal Services - Construction Law (Nossaman LLP)

David Wilkins was joined by Tim Merrill.

Wilkins requested the board approve a contract with Nossaman LLP for outside legal services related to construction law. The contract has a three-year base term with two additional one-year options. The total not-to-exceed value of the contract, including the options, is $500,000.

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

j. Contract: Outside Legal Services - Railroad Law, Surface Transportation Board (STB), National Transportation Safety Board (NTSB), and Communications Law (Venable LLP)

David Wilkins was joined by Tim Merrill.

Wilkins requested the board approve a contract with Venable LLP for outside legal services related to railroad law, STB, NTSB, and communications law. The contract has a three-year base term with two additional one-year options. The total not-to-exceed value of the contract, including the options, is $500,000.

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

k. Contract: Program Management Right of Way Acquisition Services (Horrocks Engineers, Inc.)

Jared Scarbrough, UTA Director of Capital Design & Construction, was joined by Janelle Robertson, UTA Acting Planning Director.

Robertson requested the board approve a contract with Horrocks Engineers, Inc. for program management right-of-way acquisition services. The contract has a three-year base term with a value not-to-exceed $1,875,000, with two additional one-year options with a value not-to-exceed $625,000 per year. Exercise of the options will require

additional board approval.

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

l. Change Order: South Jordan Downtown TRAX Station Construction Services Change Order No. 1 - Phase 2 Construction (Paulsen Construction LLC)

Jared Scarbrough was joined David Osborn, UTA Project Manager III.

Osborn requested the board approve a $3,960,921.54 change order to the contract with Paulsen Construction LLC for phase 2 construction on the TRAX South Jordan Downtown Station. The total contract value, including the change order, is $4,011,021.54.

Discussion ensued. Questions on the project completion timeline and supply chain risks were posed by the board and answered by staff.

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

m. Change Order: Avenues Bus Stop Improvements Change Order No. 1 - Phase 2 Construction (Landmark Companies, Inc.)

Jared Scarbrough requested the board approve a $101,782 change order to the contract with Landmark Companies, Inc. for Avenues bus stop improvements. The total contract value, including the change order, is $458,388.05.

Discussion ensued. Questions on grouped bus stop construction procurements and project timeline were posed by the board and answered by Scarbrough.

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

n. Change Order: Master Task Ordering Agreement for Bus System Enhancement Design Services Consultant Pools A, B, C - Change Order No. 1 - Exercise Option Years 1 and 2 (Focus Engineering and Surveying, LLC)

Jared Scarbrough requested the board approve a change order to the master task ordering agreement with Focus Engineering and Surveying, LLC to exercise the two option years on the contract. The option years have a not-to-exceed value of $550,000 per year. The total contract value, including the change order, is $1,600,000.

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

o. Change Order: Master Task Ordering Agreement for Bus System Enhancement Design Services Consultant Pools A, B, C - Change Order No. 1 - Exercise Option Years 1 and 2 (Kimley Horn and Associates, Inc.)

Jared Scarbrough requested the board approve a change order to the master task ordering agreement with Kimley Horn and Associates, Inc. to exercise the two option years on the contract. The option years have a not-to-exceed value of $550,000 per year. The total contract value, including the change order, is $1,600,000.

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

p. Change order: On-Call Infrastructure Maintenance Contract Task Order #24-022 - 1700 S TRAX Grade Crossing (Stacy and Witbeck, Inc.)

Jared Scarbrough was joined by Jacob Wouden, UTA Rail Infrastructure Project Manager.

Wouden requested the board approve a $332,276 change order to the contract with Stacy and Witbeck, Inc. for a grade crossing replacement on the TRAX alignment at 1700 South. The total contract value, including the change order, is $1,202,881.

Discussion ensued. Questions on the project completion timeline and construction coordination with Union Pacific Railroad were posed by the board and answered by staff.

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

q. Change Order: Next Generation Fare Collection System Change Order No. 4 - Media Converters (Scheidt & Bachmann USA, Inc.)

Kensey Kunkel, UTA Special Project Manager - Fares, requested the board approve a $266,200 change order to the contract with Scheidt and Bachmann USA, Inc. for media converter kits needed for the next generation fare collection system. The total contract value, including the change order, is $32,371,682.

Discussion ensued during which Chair Christensen requested an update on the project in a future board meeting.

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

9. Service and Fare Approvals

a. Fare Agreement: Medicaid Transit Pass Agreement - Amendment Two (Utah Department of Health)

Jordan Eves, UTA Manager of Fare Strategy, requested the board approve a $3,630,000 amendment to the contract with the Utah Department of Health for the provision of transit passes to eligible Medicaid recipients for the remaining three years of the agreement. The total contract value, including the amendment, is $6,016,850.

Discussion ensued. Questions on the pass agreement utilization were posed by the board and answered by Eves.

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

10. Budget and Other Approvals

a. TBA2024-06-02 - Technical Budget Adjustment - Capital Funds Transfer from MSP263: TOD Working Capital Project to MSP262: SL FLHQ Project

Daniel Hofer, UTA Director of Capital Programs & Support, was joined by Gregory Andrews, UTA Senior Capital Budget Analyst.

Hofer reviewed the technical budget adjustment, which reallocates $3.16 million in the capital budget from the TOD working capital project to the Salt Lake FrontLines Headquarters (SL FLHQ) project.

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

11. Discussion Items

a. 2023-2024 Ski Service End of Season Update

Camille Glenn, UTA Regional General Manager - Mt. Ogden Business Unit, was joined by Mary DeLaMare-Schaefer, UTA Regional General Manager - Timpanogos Business Unit. DeLaMare-Schaefer participated in the meeting virtually.

Glenn provided performance information on UTA's 2023-2024 ski service. Overall, ski bus ridership was 416,511, which is a 5.08% increase from the previous season, and van pool and ski resort employee shuttle ridership was an additional 208,842. One-way ridership on the Cottonwood Connect, a service provided by Visit Salt Lake and funded in part by UTA, was 11,878.

Discussion ensued. Questions on data on the Alta Town shuttle and service to Sundance Ski Resort were posed by the board and answered by staff.

b. Transportation Infrastructure Amendments (2023 Senate Bill 125) and UTA Rocky Mountain Power Partnership Update

Hal Johnson was joined by James Campbell with Rocky Mountain Power and Bartly Matthews with Utah State University.

Johnson and Campbell outlined the shared initiatives of the partnership between UTA and Rocky Mountain Power.

Johnson and Matthews then described transportation electrification objectives and provided an update on work that his been done in accordance with Senate Bill 125

(2023), which designated ASPIRE at Utah State University as the lead research center in developing a strategic action plan for the electrification of transportation infrastructure in Utah. They spoke about the ASPIRE vision and the shared electric echo system vision and highlighted key components of the Utah Electrified Transportation Action Plan, including coordinated multi-modal electrification.

Discussion ensued. Trustee Holbrook requested another update on electrification efforts in six months.

12. Other Business

a. Next Meeting: Wednesday, July 10th, 2024 at 9:00 a.m.

13. Adjourn

A motion was made by Trustee Acerson, and seconded by Chair Christensen, to adjourn the meeting. The motion carried by a unanimous vote and the meeting adjourned at 11:33 a.m.

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

This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials or audio located at <https://www.utah.gov/pmn/sitemap/notice/923319.html> for entire content. Meeting materials, along with a time-stamped video recording, are also accessible at <https://rideuta.granicus.com/player/clip/306?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:** 7/10/2024

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

TITLE:

Executive Director Report

- **Strategic Plan Minute: Customer Expectations - Detours and Disruptions**
- **Warm Springs Stormwater Update**
- **Executive Director Team Award: UTAPD Canine Unit**
- **Recognition of Cherryl Beveridge**

AGENDA ITEM TYPE:
Report

RECOMMENDATION:
Informational report for discussion

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

- Strategic Plan Minute: Customer Expectations - Detours and Disruptions (Jay Fox)
- Warm Springs Stormwater Update (Dave Hancock, Patti Garver)
- Executive Director Team Award - UTAPD Canine Unit (Patrick Preusser, Chief Dalan Taylor)
- Recognition of Cherryl Beveridge (Jay Fox)

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/10/2024

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Viola Miller, Chief Financial Officer
PRESENTER(S):	Viola Miller, Chief Financial Officer Brad Armstrong, Director, Budget & Financial Strategy Greg Andrews, Senior Capital Budget Analyst

TITLE:

Financial Report - May 2024

AGENDA ITEM TYPE:
Report

RECOMMENDATION:
Informational report for discussion

BACKGROUND:
The Board of Trustees Policy No. 2.1, Financial Management, directs the Chief Financial Officer to present monthly financial statements stating the Authority's financial position, revenues, and expense to the Board of Trustees as soon as practical with monthly and year-to-date budget versus actual report to be included in the monthly financial report. The May 2024 Monthly Financial Statements have been prepared in accordance with the Financial Management Policy and are being presented to the Board. Also provided are the monthly Board Dashboard which summarizes key information from the May 2024 Monthly Financial Statements.

DISCUSSION:
At the July 10, 2024, meeting, the Chief Financial Officer will review the Board Dashboard key items, passenger revenues, sales tax collections and operating expense variances and receive questions from the Board of Trustees. There will also be a review the status of capital projects and receive questions from the Board of Trustees.

ALTERNATIVES:

n/a

FISCAL IMPACT:

n/a

ATTACHMENTS:

- May 2024 Board Dashboard
- May 2024 Monthly Financial Statements

Utah Transit Authority

Board Dashboard: May 31, 2024

Financial Metrics	**May Actual**	**May Budget**	***Fav / (Unfav)***	***%***	**YTD Actual**	**YTD Budget**	***Fav / (Unfav)***	***%***
Sales Tax **(Apr '24 mm $)**	$ 42.8	$ 34.9	*$ 7.86*	*22.5%*	$ 160.4	$ 150.1	*$ 10.26*	*6.8%*
Fare Revenue (mm)	$ 3.6	$ 3.1	*$ 0.50*	*16.3%*	$ 17.0	$ 14.4	*$ 2.62*	*18.2%*
Operating Exp (mm)	$ 44.4	$ 34.8	*$ (9.57)*	*-27.5%*	$ 173.7	$ 176.5	*$ 2.79*	*1.6%*
Subsidy Per Rider (SPR)	$ 11.95	$ 11.64	*$ (0.31)*	*-2.6%*	$ 9.35	$ 10.78	*$ 1.43*	*13.3%*
UTA Diesel Price ($/gal)	$ 2.55	$ 4.03	*$ 1.48*	*36.7%*	$ 2.70	$ 4.03	*$ 1.33*	*32.9%*
Operating Metrics	**May Actual**	**May-23**	***F / (UF)***	***%***	**YTD Actual**	**YTD 2023**	***F / (UF)***	***%***
Ridership (mm)	3.41	3.03	*0.4*	*12.5%*	16.76	14.08	*2.7*	*19.0%*

Energy Cost by Type (Monthly Avg YTD)	
Diesel Bus (Cost per Mile)	$ 0.53
Diesel CR (Cost per Mile)	$ 4.63
Unleaded Gas (Cost per Mile)	$ 0.35
CNG (Cost per Mile)	$ 0.23
Bus Propulsion Power (Cost per Mile)	$ 0.96
TRAX Propulsion Power (Cost per Mile)	$ 0.79

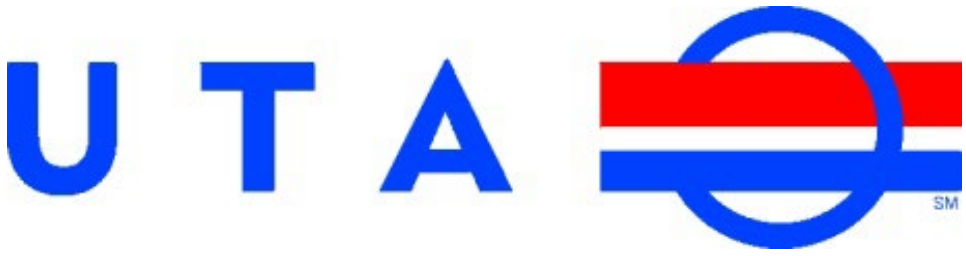
"Sales Tax" lists the amount of sales tax revenue received for the month listed in bold. All other data reflects the month listed in the table title.

Utah Transit Authority

Financial Statement

(Unaudited)

May 31, 2024



KEY ITEM REPORT
(UNAUDITED)
As of May 31, 2024

EXHIBIT 1-1

		2024 YTD ACTUAL	2024 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE
1	Operating Revenue	$ (17,770,658)	$ (8,901,475)	$ 8,869,183	100%
2	Operating Expenses	173,668,335	106,178,169	(67,490,166)	-64%
3	Net Operating Income (Loss)	(155,897,677)	(97,276,694)	(58,620,983)	-60%
4	Capital Revenue	(4,925,791)	(9,585,333)	(4,659,543)	-49%
5	Capital Expenses	51,089,114	20,382,667	(30,706,447)	-151%
6	Net Capital Income (Loss)	(46,163,323)	(10,797,333)	(35,365,989)	-328%
7	Sales Tax	(197,302,585)	(115,232,282)	82,070,302	71%
8	Other Revenue	(30,377,699)	(21,006,250)	9,371,449	45%
9	Debt Service	32,146,923	20,933,003	(11,213,921)	-54%
10	Sale of Assets	(196,725)	-	196,725	
11	Net Non-Operating Income (Loss)	195,730,085	115,305,529	80,424,555	70%
12	Contribution to Cash Balance	$ (6,330,915)	$ 7,231,502	$ (13,562,417)	-188%
13	Amortization	4,127,913			
14	Depreciation	59,889,455			
15	Total Non-cash Items	$ 64,017,368			

STATISTICS

RIDERSHIP

	2023 Actual	May 2024	May 2023	Difference	2024 YTD	2023 YTD	Difference
16	32,238,735	3,411,605	3,032,062	379,543	16,757,816	14,083,874	2,673,941

OPERATING SUBSIDY PER RIDER -

			SPR
17	Net Operating Expense	$	173,668,335
18	Less: Passenger Revenue	-	(17,022,824)
19	Subtotal		156,645,510
20	Divided by: Ridership	÷	16,757,816
21	Subsidy per Rider	$	9.35

SUMMARY FINANCIAL DATA
(UNAUDITED)
As of May 31, 2024

EXHIBIT 1-2

BALANCE SHEET

		5/31/2024	5/31/2023	Change May
	CURRENT ASSETS			
1	Cash	$ 22,844,226	$ 34,804,742	-34%
2	Investments (Unrestricted)	434,492,019	464,785,672	-7%
3	Investments (Restricted)	172,886,417	180,365,647	-4%
4	Receivables	193,145,829	95,685,182	102%
5	Receivables - Federal Grants	3,113,363	3,872,754	-20%
6	Inventories	44,836,846	39,944,654	12%
7	Prepaid Expenses	970,553	587,158	65%
8	TOTAL CURRENT ASSETS	$ 872,289,254	$ 820,045,809	
9	Property, Plant & Equipment (Net)	2,900,085,127	2,885,551,888	1%
10	Other Assets	133,626,584	198,970,994	-33%
11	TOTAL ASSETS	$ 3,906,000,965	$ 3,904,568,691	
12	Current Liabilities	152,379,045	65,952,995	131%
14	Net Pension Liability	142,283,669	166,224,640	-14%
15	Outstanding Debt	2,328,616,177	2,408,374,294	-3%
16	Net Investment in Capital Assets	774,150,107	694,985,281	11%
17	Restricted Net Position	124,468,696	149,430,572	-17%
18	Unrestricted Net Position	384,103,270	419,600,909	-8%
19	TOTAL LIABILITIES & EQUITY	$ 3,906,000,964	$ 3,904,568,691	

RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION

	RESTRICTED RESERVES			
20	2018 Bond Proceeds	64	$ 31,204	-100%
21	2019 Bond Proceeds	701,639	3,131,904	-78%
22	Debt Service Interest Payable	80,776,111	112,635,167	-28%
23	Risk Contingency Fund	8,154,501	8,076,253	1%
24	Catastrophic Risk Reserve Fund	1,147,113	1,117,698	3%
25	Box Elder County ROW (sales tax)	3,278,330	1,540,467	113%
26	Utah County 4th Qtr (sales tax)	16,547,013	11,468,465	44%
27	Amounts held in escrow	62,273,743	42,364,489	47%
28	TOTAL RESTRICTED RESERVES	$ 172,878,514	$ 180,365,647	
	DESIGNATED GENERAL AND CAPITAL RESERVES			
29	General Reserves	72,100,000	72,100,000	
30	Service Sustainability Reserves	12,017,000	12,017,000	
31	Capital Reserve	46,541,000	46,541,000	
32	Debt Reduction Reserve	30,000,000	30,000,000	
33	TOTAL DESIGNATED GENERAL AND CAPITAL RESERVES	$ 160,658,000	$ 160,658,000	
34	TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS	$ 333,536,514	$ 341,023,647	

SUMMARY FINANCIAL DATA
(UNAUDITED)
As of May 31, 2024

EXHIBIT 1-3

REVENUE & EXPENSES

		ACTUAL May-24	ACTUAL May-23	YTD 2024	YTD 2023
	OPERATING REVENUE				
1	Passenger Revenue	$ (3,593,157)	$ (3,027,353)	$ (17,022,824)	$ (15,219,096)
2	Advertising Revenue	(179,167)	(212,667)	(747,833)	(986,667)
3	TOTAL OPERATING REVENUE	$ (3,772,324)	$ (3,240,020)	$ (17,770,658)	$ (16,205,763)
	OPERATING EXPENSE				
4	Bus Service	$ 12,980,029	$ 10,288,985	$ 59,544,886	$ 53,458,760
5	Commuter Rail	2,841,982	2,419,778	12,488,701	12,366,010
6	Light Rail	3,825,003	3,470,983	19,437,236	18,119,689
7	Maintenance of Way	1,812,097	1,529,653	8,824,728	8,522,602
8	Paratransit Service	2,697,077	2,313,495	12,096,491	11,019,867
9	RideShare/Van Pool Services	445,908	324,522	1,430,006	1,433,018
10	Microtransit	1,977,413	692,594	4,264,876	2,975,268
11	Operations Support	6,549,128	5,356,588	28,215,898	28,229,977
12	Administration	5,683,564	3,971,545	21,808,221	18,762,902
13	Non-Departmental	5,557,291	-	5,557,291	-
14	TOTAL OPERATING EXPENSE	$ 44,369,492	$ 30,368,143	$ 173,668,335	$ 154,888,093
15	NET OPERATING (INCOME) LOSS	$ 40,597,168	$ 27,128,123	$ 155,897,677	$ 138,682,330
	NON-OPERATING EXPENSE (REVENUE)				
16	Investment Revenue	(1,169,211)	(2,415,550)	(26,088,701)	(16,487,750)
17	Sales Tax Revenue[1]	(39,460,517)	(38,868,434)	(197,302,585)	(189,700,858)
18	Other Revenue	(1,525,362)	(1,012,025)	(4,327,293)	(4,649,442)
19	Fed Operations/Preventative Maint. Revenue		-	38,295	(132,220)
20	Bond Interest	6,069,913	6,258,972	30,349,566	31,294,858
21	Bond Interest UTCT	148,357	148,357	741,785	741,785
22	Bond Cost of Issuance/Fees		8,700	45,150	11,150
23	Lease Interest	506,619	230,063	1,010,422	1,572,640
24	Sale of Assets	(63,400)	2,798,820	(196,725)	4,732,957
25	TOTAL NON-OPERATING EXPENSE (REVENUE)	$ (35,493,600)	$ (32,851,097)	$ (195,730,085)	$ (172,616,880)
26	CONTRIBUTION TO RESERVES	$ (5,103,568)	$ 5,722,974	$ 39,832,408	$ 33,934,550
	OTHER EXPENSES (NON-CASH)				
27	Bond Premium/Discount Amortization	(344,047)	(339,685)	(1,720,234)	(1,698,426)
28	Bond Refunding Cost Amortization	1,102,053	1,242,598	5,510,266	6,212,992
29	Future Revenue Cost Amortization	67,576	67,576	337,881	337,881
30	Depreciation	11,934,702	11,821,477	59,889,455	57,868,799
31	NET OTHER EXPENSES (NON-CASH)	$ 12,760,284	$ 12,791,966	$ 64,017,368	$ 62,721,246

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

(17,863,852)	(7,068,992)	(24,184,960)	(28,786,696)

BUDGET TO ACTUAL REPORT
(UNAUDITED)
As of May 31, 2024

EXHIBIT 1-4

CURRENT MONTH

		ACTUAL May-24	BUDGET May-24		VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
	OPERATING REVENUE					
1	Passenger Revenue	$ (3,593,157)	$ (3,088,397)		$ 504,760	16%
2	Advertising Revenue	(179,167)	(200,000)		(20,833)	-10%
3	TOTAL OPERATING REVENUE	$ (3,772,324)	$ (3,288,397)		$ 483,927	15%
	OPERATING EXPENSE					
4	Bus Service	$ 12,980,029	11,852,204		$ (1,127,825)	-10%
5	Commuter Rail	2,841,982	2,719,599		(122,383)	-5%
6	Light Rail	3,825,003	4,058,861		233,858	6%
7	Maintenance of Way	1,812,097	1,760,808		(51,289)	-3%
8	Paratransit Service	2,697,077	2,415,922		(281,155)	-12%
9	RideShare/Van Pool Services	445,908	334,294		(111,614)	-33%
10	Microtransit	1,977,413	1,079,048		(898,365)	-83%
11	Operations Support	6,549,128	5,459,301		(1,089,827)	-20%
12	Administration	5,683,564	5,121,214	#	(562,350)	-11%
13	Non-Departmental	5,557,291	-		(5,557,291)	
14	TOTAL OPERATING EXPENSE	$ 44,369,492	$ 34,801,251		$ (9,568,241)	-27%
15	NET OPERATING (INCOME) LOSS	$ 40,597,168	$ 31,512,854		$ (9,084,314)	-29%
	NON-OPERATING EXPENSE (REVENUE)					
16	Investment Revenue	$ (1,169,211)	$ (468,750)		$ 700,461	149%
17	Sales Tax Revenue	(39,460,517)	(39,613,023)		(152,506)	0%
18	Other Revenue	(1,525,362)	(1,200,000)		325,362	27%
19	Fed Operations/Preventative Maint. Revenue	-	(8,000,000)		(8,000,000)	-100%
20	Bond Interest	6,069,913	6,542,537		472,624	7%
21	Bond Interest UTCT	148,357	144,141		(4,216)	-3%
22	Bond Cost of Issuance/Fees	-	11,600		11,600	100%
23	Lease Interest	506,619	237,592		(269,027)	-113%
24	Sale of Assets	(63,400)	-		63,400	
25	TOTAL NON-OPERATING EXPENSE (REVENUE)	$ (35,493,600)	$ (42,345,902)		$ (6,852,303)	-16%
26	CONTRIBUTION TO RESERVES	$ (5,103,568)	$ 10,833,049			

BUDGET TO ACTUAL REPORT BY CHIEF
(UNAUDITED)
As of May 31, 2024

EXHIBIT 1-4A

CURRENT MONTH

		ACTUAL May-24	BUDGET May-24	ORIGINAL BUDGET TOTAL	AMENDED BUDGET TOTAL	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
	OPERATING EXPENSE						
1	Board of Trustees	$ 256,595	$ 280,866	$ 3,147,000	$ 3,370,412	$ 24,271	9%
2	Executive Director	1,149,287	534,213	$ 5,926,000	6,413,706	(615,074)	-115%
3	Chief Communication Officer	237,544	330,058	$ 3,943,000	4,278,545	92,514	28%
4	Chief Planning and Engagement Officer	3,151,110	1,925,568	$ 18,657,000	23,143,785	(1,225,542)	-64%
5	Chief Finance Officer	1,514,501	1,689,896	$ 17,196,000	20,287,069	175,395	10%
6	Chief Operating Officer	28,019,765	26,481,997	$ 302,743,000	318,816,769	(1,537,768)	-6%
7	Chief People Officer	1,265,777	998,440	$ 14,369,000	12,012,941	(267,337)	-27%
8	Chief Development Officer	752,933	629,196	$ 8,754,000	7,542,871	(123,737)	-20%
9	Chief Enterprise Strategy Officer	2,464,689	1,931,017	$ 24,822,000	28,645,292	(533,672)	-28%
10	Non-Departmental	5,557,291	5,557,291	$ 1,000,000	6,557,291	-	0%
11	TOTAL OPERATING EXPENSE	$ 44,369,492	$ 40,358,542	$ 400,557,000	$ 431,068,681	$ (4,010,950)	-10%
					$ 30,511,681		

YEAR TO DATE

		ACTUAL May-24	BUDGET May-24	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
	OPERATING EXPENSE				
12	Board of Trustees	$ 1,302,978	$ 1,404,330	$ 101,352	7%
13	Executive Director	2,630,705	2,671,815	41,110	2%
14	Chief Communication Officer	1,165,171	1,729,728	564,557	33%
15	Chief Planning and Engagement Officer	8,179,676	9,599,828	1,420,152	15%
16	Chief Finance Officer	6,174,587	8,456,610	2,282,023	27%
17	Chief Operating Officer	130,390,647	132,850,006	2,459,359	2%
18	Chief People Officer	5,171,327	4,997,684	(173,643)	-3%
19	Chief Devlopment Officer	2,645,669	3,138,528	492,859	16%
20	Chief Enterprise Strategy Officer	10,420,283	11,610,930	1,190,647	10%
21	Non-Departmental	5,557,291	5,557,291	-	0%
22	TOTAL OPERATING EXPENSE	$ 173,638,334	$ 182,016,750	$ 8,378,416	5%

BUDGET TO ACTUAL REPORT
(UNAUDITED)
As of May 31, 2024

EXHIBIT 1-5

YEAR TO DATE

		ACTUAL May-24	BUDGET May-24	VARIANCE FAVORABLE (UNFAVORABLE)	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
	OPERATING REVENUE					
1	Passenger Revenue	$ (17,022,824)	$ (14,398,519)	$ 2,624,305	$ (20,957,769)	18%
2	Advertising Revenue	(747,833)	(1,000,000)	(252,167)	(1,652,167)	-25%
3	TOTAL OPERATING REVENUE	$ (17,770,658)	$ (15,398,519)	$ 2,372,139	$ (22,609,936)	15%
	OPERATING EXPENSE					
4	Bus Service	$ 59,544,886	$ 59,806,329	$ 261,443	$ 83,422,523	0%
5	Commuter Rail	12,488,701	13,577,397	1,088,696	20,170,953	8%
6	Light Rail	19,437,236	20,068,704	631,468	28,978,541	3%
7	Maintenance of Way	8,824,728	9,001,447	176,718	12,620,081	2%
8	Paratransit Service	12,096,491	12,018,364	(78,127)	17,071,500	-1%
9	RideShare/Van Pool Services	1,430,006	1,671,470	241,464	2,581,652	14%
10	Microtransit	4,264,876	5,395,240	1,130,364	8,684,196	21%
11	Operations Support	28,215,898	27,344,495	(871,403)	37,740,213	-3%
12	Administration	21,808,221	27,576,013	5,767,792	45,130,591	21%
13	Non-Departmental	5,557,291	-	(5,557,291)	(4,557,291)	
14	TOTAL OPERATING EXPENSE	$ 173,668,335	$ 176,459,459	$ 2,791,124	$ 251,842,958	2%
15	NET OPERATING (INCOME) LOSS	$ 155,897,677	$ 161,060,939	$ 5,163,262	$ 229,233,023	3%
	NON-OPERATING EXPENSE (REVENUE)					
16	Investment Revenue	$ (26,088,701)	$ (2,343,750)	$ 23,744,951	$ 20,463,701	1013%
17	Sales Tax Revenue	(197,302,585)	(189,745,034)	7,557,551	(296,367,415)	4%
18	Other Revenue	(4,327,293)	(6,000,000)	(1,672,707)	(10,072,707)	-28%
19	Fed Operations/Preventative Maint. Revenue	38,295	(32,000,000)	(32,038,295)	(88,038,295)	-100%
20	Bond Interest	30,349,566	32,856,827	2,507,262	48,305,023	8%
21	Bond Interest UTCT	741,785	720,705	(21,081)	987,906	-3%
22	Bond Cost of Issuance/Fees	45,150	34,150	(11,000)	33,850	-32%
23	Lease Interest	1,010,422	1,187,962	177,539	1,840,685	15%
24	Sale of Assets	(196,725)	-	196,725	196,725	
25	TOTAL NON-OPERATING EXPENSE (REVENUE)	$ (195,730,085)	$ (195,289,140)	$ 440,945	$ (322,650,527)	0%
26	CONTRIBUTION TO RESERVES	$ 39,832,408	$ 34,228,200			

CAPITAL PROJECTS
(UNAUDITED)
As of May 31, 2024

EXHIBIT 1-6

		2024 ACTUAL	ANNUAL BUDGET	PERCENT
	EXPENSES			
1	REVENUE AND NON-REVENUE VEHICLES	$ 24,658,567	$ 56,950,000	43.3%
2	INFORMATION TECHNOLOGY	7,095,396	21,515,000	33.0%
3	FACILITIES, MAINTENANCE & ADMIN. EQUIP.	2,452,100	15,768,000	15.6%
4	CAPITAL PROJECTS	14,175,032	88,148,000	16.1%
5	STATE OF GOOD REPAIR	4,362,605	55,611,000	7.8%
6	DEPOT DISTRICT	48,330	1,000,000	4.8%
7	OGDEN/WEBER STATE BRT	140,505	5,600,000	2.5%
8	TIGER	(1,843,422)	0	0.0%
9	TOTAL	$ 51,089,114	$ 244,592,000	20.9%
	REVENUES			
10	GRANT	$ 1,401,556	$ 59,152,000	2.4%
11	STATE CONTRIBUTION	2,923,665	13,447,000	21.7%
12	LEASES (PAID TO DATE)		27,234,000	0.0%
13	BONDS		6,330,000	0.0%
14	LOCAL PARTNERS	600,570	8,861,000	6.8%
15	UTA FUNDING	46,163,323	129,568,000	35.6%
16	TOTAL	$ 51,089,114	$ 244,592,000	20.9%

FAREBOX RECOVERY & SPR
(UNAUDITED)
As of May 31, 2024

EXHIBIT 1-7

BY SERVICE

	CURRENT MONTH		YEAR TO DATE	
	May-24	May-23	2024	2023
UTA				
Fully Allocated Costs	44,369,492	30,368,143	173,668,335	154,888,093
Passenger Farebox Revenue	3,593,157	3,027,353	17,022,824	15,219,096
Passengers	3,411,605	3,032,062	16,757,816	14,083,874
Farebox Recovery Ratio	8.1%	10.0%	9.8%	9.8%
Actual Subsidy per Rider	$11.95	$9.02	$9.35	$9.92
BUS SERVICE				
Fully Allocated Costs	21,937,264	14,941,835	87,388,136	76,963,403
Passenger Farebox Revenue	1,401,892	1,303,532	6,810,324	6,622,338
Passengers	1,570,426	1,428,856	8,269,668	7,303,549
Farebox Recovery Ratio	9.4%	15.3%	8.8%	25.9%
Actual Subsidy per Rider	$8.62	$5.05	$41.46	$12.26
LIGHT RAIL SERVICE				
Fully Allocated Costs	10,137,078	7,803,999	40,017,739	39,762,733
Passenger Farebox Revenue	778,871	658,447	3,376,001	2,953,382
Passengers	1,244,729	1,089,070	5,706,213	4,334,382
Farebox Recovery Ratio	7.7%	8.4%	8.4%	7.4%
Actual Subsidy per Rider	$7.52	$6.56	$31.88	$44.89
COMMUTER RAIL SERVICE				
Fully Allocated Costs	5,985,035	3,661,967	24,734,926	19,570,084
Passenger Farebox Revenue	474,927	417,859	2,263,294	1,921,306
Passengers	364,512	303,078	1,680,212	1,454,366
Farebox Recovery Ratio	7.9%	11.4%	9.2%	9.8%
Actual Subsidy per Rider	$15.12	$10.70	$68.75	$58.90
MICROTRANSIT				
Fully Allocated Costs	2,193,725	807,090	4,944,178	3,550,490
Passenger Farebox Revenue	17,801	48,400	125,908	198,700
Passengers	45,463	33,656	225,499	156,614
Farebox Recovery Ratio	0.8%	6.0%	2.5%	5.6%
Actual Subsidy per Rider	$47.86	$22.54	$101.53	$97.41
PARATRANSIT				
Fully Allocated Costs	3,042,541	2,461,803	13,039,940	11,788,471
Passenger Farebox Revenue	596,136	310,056	2,810,627	1,930,087
Passengers	87,856	79,143	408,429	354,686
Farebox Recovery Ratio	19.6%	12.6%	21.6%	16.4%
Actual Subsidy per Rider	$27.85	$27.19	$128.11	$129.63
RIDESHARE				
Fully Allocated Costs	1,073,848	691,449	3,543,415	3,252,913
Passenger Farebox Revenue	323,530	289,059	1,636,671	1,593,284
Passengers	98,620	98,259	467,796	480,277
Farebox Recovery Ratio	30.1%	41.8%	46.2%	49.0%
Actual Subsidy per Rider	$7.61	$4.10	$20.79	$17.47

FAREBOX RECOVERY & SPR
(UNAUDITED)
As of May 31, 2024

EXHIBIT 1-8

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	May-24	May-23	2024	2023
FULLY ALLOCATED COSTS				
Bus Service	$21,937,264	$14,941,835	$87,388,136	$76,963,403
Light Rail Service	$10,137,078	$7,803,999	$40,017,739	$39,762,733
Commuter Rail Service	$5,985,035	$3,661,967	$24,734,926	$19,570,084
Microtransit	$2,193,725	$807,090	$4,944,178	$3,550,490
Paratransit	$3,042,541	$2,461,803	$13,039,940	$11,788,471
Rideshare	$1,073,848	$691,449	$3,543,415	$3,252,913
UTA	$44,369,492	$30,368,143	$173,668,333	$154,888,093
PASSENGER FAREBOX REVENUE				
Bus Service	$1,401,892	$1,303,532	$6,810,324	$6,622,338
Light Rail Service	$778,871	$658,447	$3,376,001	$2,953,382
Commuter Rail Service	$474,927	$417,859	$2,263,294	$1,921,306
Microtransit	$17,801	$48,400	$125,908	$198,700
Paratransit	$596,136	$310,056	$2,810,627	$1,930,087
Rideshare	$323,530	$289,059	$1,636,671	$1,593,284
UTA	$3,593,157	$3,027,353	$17,022,824	$15,219,096
PASSENGERS				
Bus Service	1,570,426	1,428,856	8,269,668	7,303,549
Light Rail Service	1,244,729	1,089,070	5,706,213	4,334,382
Commuter Rail Service	364,512	303,078	1,680,212	1,454,366
Microtransit	45,463	33,656	225,499	156,614
Paratransit	87,856	79,143	408,429	354,686
Rideshare	98,620	98,259	467,796	480,277
UTA	3,411,605	3,032,062	16,757,816	14,083,874
FAREBOX RECOVERY RATIO				
Bus Service	9.4%	15.3%	8.8%	25.9%
Light Rail Service	7.7%	8.4%	8.4%	7.4%
Commuter Rail Service	7.9%	11.4%	9.2%	9.8%
Microtransit	0.8%	6.0%	2.5%	5.6%
Paratransit	19.6%	12.6%	21.6%	16.4%
Rideshare	30.1%	41.8%	46.2%	49.0%
UTA	8.1%	10.0%	9.8%	9.8%
ACTUAL SUBSIDY PER RIDER				
Bus Service	$8.62	$5.05	$41.46	$12.26
Light Rail Service	$7.52	$6.56	$31.88	$44.89
Commuter Rail Service	$15.12	$10.70	$68.75	$58.90
Microtransit	$47.86	$22.54	$101.53	$97.41
Paratransit	$27.85	$27.19	$128.11	$129.63
Rideshare	$7.61	$4.10	$20.79	$17.47
UTA	$11.95	$9.02	$9.35	$9.92

SUMMARY OF ACCOUNTS RECEIVABLE
(UNAUDITED)
As of May 31, 2024

EXHIBIT 1-9

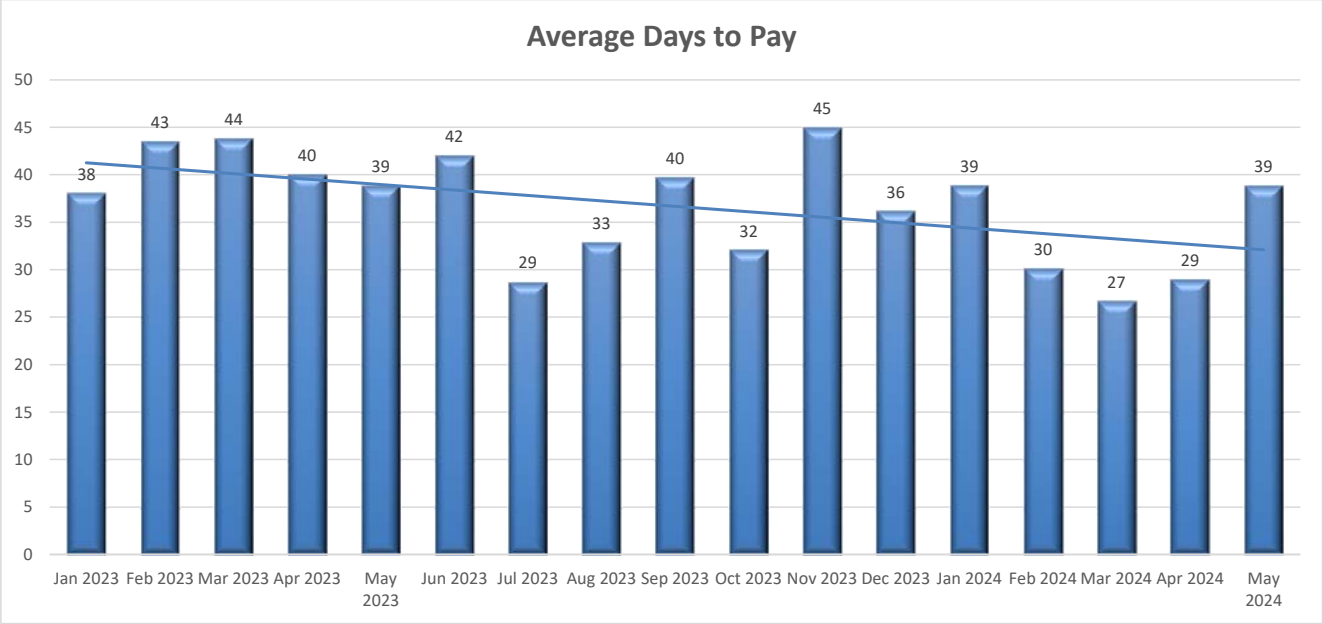
	Classification	Total	Current	31-60 Days	61-90 Days	90-120 Days	Over 120 Days
1	Federal Grants Government [1]	$ 3,113,363	$ 3,113,363	-	-	-	-
2	Sales Tax Contributions	159,002,629	39,460,517	$ 119,542,112	-	-	-
3	Warranty Recovery	1,642,293	1,642,293	-	-	-	-
4	Build America Bond Subsidies	7,938,639	785,525	785,525	$ 785,525	$ 785,525	$ 4,796,539
5	Product Sales and Development	1,825,509	534,418	134,548	51,008	633,263	472,272
6	Pass Sales	(30,270)	142,930	(12,525)	40,433	(638)	(200,470)
7	Property Management	48,314	19,020	10,122	4,268	1,424	13,479
8	Vanpool/Rideshare	166,623	87,502	30,768	31,018	5,918	11,417
9	Salt Lake City Agreement	523,919	523,919	-	-	-	-
10	Planning	-	-	-	-	-	-
11	Capital Development Agreements	14,346,236	1,193,125	-	250,000	-	12,903,111
12	Other	7,681,938	58,647	-	-	1,297	350,007
13	Total	$ 196,259,192	$ 47,561,259	$ 120,490,550	$ 1,162,252	$ 1,426,789	$ 18,346,354
	Percentage Due by Aging						
14	Federal Grants Government [1]		100.0%	0.0%	0.0%	0.0%	0.0%
15	Sales Tax Contributions		24.8%	75.2%	0.0%	0.0%	0.0%
16	Warranty Recovery		100.0%	0.0%	0.0%	0.0%	0.0%
17	Build America Bond Subsidies		9.9%	9.9%	9.9%	9.9%	60.4%
18	Product Sales and Development		29.3%	7.4%	2.8%	34.7%	25.9%
19	Pass Sales		-472.2%	41.4%	-133.6%	2.1%	662.3%
20	Property Management		39.4%	21.0%	8.8%	2.9%	27.9%
21	Vanpool/Rideshare		52.5%	18.5%	18.6%	3.6%	6.9%
22	Salt Lake City Agreement		100.0%	0.0%	0.0%	0.0%	0.0%
23	Planning						
24	Capital Development Agreements		8.3%	0.0%	1.7%	0.0%	89.9%
25	Other		0.8%	0.0%	0.0%	0.0%	4.6%
26	Total		24.2%	61.4%	0.6%	0.7%	9.3%

[1] Federal preventive maintenance funds and federal RideShare funds

SUMMARY OF APPROVED DISBURSEMENTS OVER $200,000
FROM MARCH 1, 2024 THROUGH MARCH 31, 2024
(UNAUDITED)

EXHIBIT 1-10

Contract # and Description		Contract Date	Vendor	Check #	Date	Check Total
R2023-04-08	UTILITIES	4/26/2023	ROCKY MOUNTAIN POWER	382466	5/1/2024	(430,584.13)
02003243	PARA SERVICE NORTH	6/3/2020	MV PUBLIC TRANSPORTATION	899325	5/1/2024	(250,405.93)
R2023-04-08	Pension Contribution	4/26/2023	Cambridge Associates, LLC.	382546	5/2/2024	(1,197,468.73)
R2023-04-08	INCOME TAX	4/26/2023	UTAH ST TAX (WITHHOLDING ONLY)	382575	5/2/2024	(324,400.02)
02303778	WAYFINDING SIGNAGE	12/7/2023	Serigraphs Sign Systems, Inc.	382628	5/8/2024	(278,241.60)
02303778	WAYFINDING SIGNAGE	12/7/2023	Serigraphs Sign Systems, Inc.	382628	5/8/2024	(220,330.80)
02033995	ON DEMAND MOBILITY	9/7/2021	VIA TRANSPORTATION INC	899418	5/8/2024	(464,946.58)
02303771	SURVEY	1/23/2024	Resource Systems Group, Inc (R	382765	5/15/2024	(320,398.28)
R2023-04-08	UTILITIES	4/26/2023	ROCKY MOUNTAIN POWER	382766	5/15/2024	(462,510.69)
00203399	ON DEMAND MOBILITY	9/7/2021	VIA TRANSPORTATION INC	899502	5/15/2024	(227,980.85)
00223632	MANAGEMENT SERVICES CONSULTANT	4/14/2023	AECOM Technical Services, Inc.	899503	5/15/2024	(297,269.79)
00172455	LOCOMOTIVE REMANUFACTURER	8/22/2018	MOTIVE POWER, INC	899505	5/15/2024	(266,915.87)
R2023-04-08	Pension Contribution	4/26/2023	Cambridge Associates, LLC.	382875	5/16/2024	(1,190,876.71)
R2023-04-08	INCOME TAX	4/26/2023	UTAH ST TAX (WITHHOLDING ONLY)	382907	5/16/2024	(321,782.48)
02003243	PARA SERVICE NORTH	6/3/2020	MV PUBLIC TRANSPORTATION	899603	5/22/2024	(251,917.47)
00203378	TPSS UPGRADE/REHAB	8/23/2021	C3M Power Systems LLC	899604	5/22/2024	(491,496.48)
00233786	ON-CALL MAINTENANCE	6/9/2021	Stacy and Witbeck, Inc.	899605	5/22/2024	(260,556.00)
00233786	ON-CALL MAINTENANCE	6/9/2021	Stacy and Witbeck, Inc.	899605	5/22/2024	(375,696.61)
00203378	TPSS UPGRADE/REHAB	8/23/2021	C3M Power Systems LLC	899675	5/30/2024	(202,252.32)
00203378	TPSS UPGRADE/REHAB	8/23/2021	C3M Power Systems LLC	899675	5/30/2024	(462,460.88)
00203399	ON DEMAND MOBILITY	9/7/2021	VIA TRANSPORTATION INC	899676	5/30/2024	(511,649.27)
00203399	ON DEMAND MOBILITY	9/7/2021	VIA TRANSPORTATION INC	899676	5/30/2024	(207,437.29)
R2023-04-08	Pension Contribution	4/26/2023	Cambridge Associates, LLC.	383167	5/30/2024	(1,208,862.95)
R2023-04-08	INCOME TAX	4/26/2023	UTAH ST TAX (WITHHOLDING ONLY)	383199	5/30/2024	(327,042.09)



669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/10/2024

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Kim Shanklin, Chief People Officer
PRESENTER(S):	Greg Gerber, Director Talent Acquisition

TITLE:

Contract: Task Ordering Agreement for Recruiting Services Pool (Tryfacta, Inc.)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorize the Executive Director to execute the Task Ordering Agreement and associated disbursements with Tryfacta, Inc. as one of 5 contractors in a recruiting services pool with a not-to-exceed amount of $500,000 **over five years**.

BACKGROUND:
UTA currently does not have any recruiting firms on contract to use for direct placement. The process to bring in a recruiting firm can be lengthy and there are times when we need to hire a qualified candidate quickly. There are also no state contracts currently in place that we can use. By having a pool of recruiting firms on contract UTA will be able to quickly reach out for help when needed to hire qualified talent.

DISCUSSION:
This contract is to help Utah Transit Authority (UTA) find, recruit, and hire qualified employees. The services will be used to fill Information Technology, Organizational Excellence/Continuous Improvement, Human Resource, Finance, and other positions within UTA.
This contract is one of 5 task ordering agreements awarded to 5 different firms in a recruiting services pool. The contractor that brings in a qualified candidate selected by UTA for a specific position receives an agreed-upon commission. The Not-to-Exceed (NTE) amount for all 5 contracts in the pool is $500,000 over 5 years.

CONTRACT SUMMARY:

Contractor Name:	Tryfacta, Inc.
Contract Number:	23-037842CG
Base Contract Effective Dates:	7/10/2024 through 3/26/2029
Extended Contract Dates:	NA
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Contract Value:	NTE $500,000 over 5 years for the entire pool of 5 contracts.
Procurement Method:	RFP
Budget Authority:	Approved 2024 Operating Budget

ALTERNATIVES:

The intent of this recruiting pool is to only use it when UTA internal recruitment resources are unable to fulfill the recruitment request due to either an aggressive "Time to Fill" expectation or UTA is looking for a unique skillset. If this recruitment pool of staffing resources is rejected, UTA risks not finding the right talent for its mission critical work in a timely fashion.

FISCAL IMPACT:

The 2024 approved budget includes $100,000 for the Recruiting Pool. Projected funding requests for 2025, 2026, 2027, and 2028 will be $100,000 for each year. The total 5-year Pool Not-To-Exceed (NTE) amount is $500,000. All funds will come from the Contract Services operating expense line item in the Department of Human Resources yearly budget 9400.50510.90.

2024 Budgeted Total: $100,000
2025 Budget Request: $100,000
2026 Budget Request: $100,000
2027 Budget Request: $100,000
2028 Budget Request: $100,000
Expected 5-year Recruiting Pool spend: $500,000

ATTACHMENTS:

Contract

DocuSign Envelope ID: 3FFD96FE-452E-47E2-ACD6-7CBCDF52ED93

TASK ORDERING AGREEMENT FOR RECRUTIING SERVICES
UTA CONTRACT #23-037842CG
UTA Recruiting Pool

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

RECITALS

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

WHEREAS, on 9/20/2023, UTA issued Request for Proposal Package Number 23-037841CG ("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 Consultant as one of multiple awardees 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 recruiting Tasks issued under this TOA as set forth in the Scope of Services (Exhibit A). Except for items (if any) which this Contract specifically states will be UTA-provided, Consultant shall furnish all the labor, material and incidentals necessary for the Work.

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

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

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

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

f. Consultant is one of several awardees within a recruiting pool. Each member of the pool receiving a contract shall have a fair opportunity to bring qualified candidates to UTA for consideration. If a consultant's candidate is selected, it shall receive the placement fee as described in Exhibit B.

2. TASK ORDER ISSUANCE

a. The Consultant's shall perform recruiting services with respect to a variety of positions and candidates. UTA shall issue a task order for each position it desires to fill. Task Orders shall be issued to all Consultants with the recruiting pool. as described in Exhibit A.

b. If UTA, in its sole discretion, decides not to issue additional task orders beyond those already issued, this agreement shall be cancelled at no additional cost (beyond task orders already issued) to either Party.

3. FINAL ACCEPTANCE OF TASKS

Each Task shall require the Consultant to locate and recruit candidates qualified for the open UTA position. Candidates shall be submitted to UTA for consideration. UTA's subsequent selection of a candidate is solely within UTA's discretion. A Consultant may submit multiple candidates for consideration by UTA in response to each Task Order.

4. NON-SOLICITATION

No member, officer, agent, or employee of UTA during his or her tenure after more than one year shall be solicitated by Consultant for employment.

5. PLACEMENT GUARANTEE

If a Consultant referred new hire leaves or is terminated by UTA within 30 days of working at UTA the Consultant is responsible for replacing the new hire within 90 days of the referred employee's termination date at no additional cost to UTA. If a new hire terminates employment or is terminated from employment with 30 to 90 days of employment UTA has the right to request a refund or replacement candidate.

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6. PERIOD OF PERFORMANCE

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for five-year period expiring **March 26th, 2029**. This Contract may be further extended if the Consultant and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

7. COMPENSATION

Compensation shall be as described in Exhibit B. **INCORPORATED DOCUMENTS**

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

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

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

8. ORDER OF PRECEDENCE

The Order of Precedence for this contract is as follows:

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

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

9. CHANGES

a. UTA's Project Manager or designee may, at any time, by written order designated or

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indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:

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

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

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

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

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

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

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

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

10. INVOICING PROCEDURES

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

b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to ap@rideuta.com . Invoices not submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department.

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

11. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT

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

12. USE OF SUBCONSULTANTS

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

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

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

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

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

13. KEY PERSONNEL

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

_____

_____

_____

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

14. SUSPENSION OF WORK

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

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

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

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

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Order.

15. TERMINATION

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

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

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

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

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d. **TERMINATION OF TASKS OR TOA**

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

16. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

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

17. FINDINGS CONFIDENTIAL

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

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

mitigation of the breach for review and approval by UTA.

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

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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.

18. PUBLIC INFORMATION

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

19. GENERAL INDEMNIFICATION

Consultant shall indemnify, 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.

20. INSURANCE REQUIREMENTS

Standard Insurance Requirements

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

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1. Commercial General Liability – Occurrence Form

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

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

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. 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.

3. 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	$1,000,000

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

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insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the consultant's assessment of the exposure for this contract; for their own protection and the protection of UTA.

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

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

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

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

All certificates and any required endorsements are to be sent to 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

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

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

21. INTELLECTUAL PROPERTY INDEMNIFICATION

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

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

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such claim. If Consultant fails to do so, Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

22. INDEPENDENT CONTRACTOR

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

23. PROHIBITED INTEREST

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

24. CLAIMS/DISPUTE RESOLUTION

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

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

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

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

Level of Authority	Time Limit
UTA's Project Manager/Consultant's Project Manager	Five calendar days
UTA's Greg Gerber/Consultant's [SECOND LEVEL]	Five calendar days
UTA's Kim Shanklin/Consultant's [THIRD LEVEL]	Five calendar days

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

If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, then either party may commence formal mediation under the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS mediator. If resolution

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does not occur through Mediation, then legal action may be commenced in accordance the venue and governing law provisions of this contract.

25. GOVERNING LAW

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

26. ASSIGNMENT OF CONTRACT

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

27. NONWAIVER

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

28. NOTICES OR DEMANDS

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

b.

If to UTA:
Utah Transit Authority
ATTN: 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 Consultant:
Tryfacta, Inc.
4637 Chabot Drive, Suite 100
Pleasanton, CA 94588

c. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or

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delay the giving of a notice. Either party may change the address at which such party desires to receive written notice by providing written notice of such change to any other party.

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

29. CONTRACT ADMINISTRATOR

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

30. COSTS AND ATTORNEY'S 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-party, and no third-party beneficiary is intended or created by the execution of this Contract.

32. FORCE MAJEURE

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

33. UTAH ANTI-BOYCOTT OF ISRAEL ACT

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

34. SEVERABILITY

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

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remaining provisions of this Contract.

35. ENTIRE AGREEMENT

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

36. AMENDMENTS

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

36. COUNTERPARTS

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

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...
UTA Legal Counsel

TRYFACTA, INC.:

By_____
DocuSigned by:
Arman Dhar
1572D724A23A449...
Name Arman Dhar
Title VP Operations

By_____
Name_____
Title_____

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Exhibit A

Scope of Work

The process for engaging the contractor will be:

UTA Expectation:

1. Notify the Contractor pool of the vacancy through issuance of a Task Order. .
2. Provide a job description, required and desired candidate qualifications, deadline for submission of candidates, and other pertinent information within the Task Order.
3. Provide an opportunity for the Contractor to meet UTA hiring officials including hiring manager to further define the ideal candidate.
4. Provide the Contractor an opportunity to source and submit candidates for consideration though UTA Applicant Tracking System (ATS) agency portal.

Contractor Expectations:

Upon receipt of notification of a vacancy, the Contractor shall engage in an active search of qualified candidates, which may include:

1. A multi-format nationwide search of potential candidates' pools;
2. Meetings with key individuals who will influence the search or who have decision making authority in the candidate selection process. The Contractor is expected to learn about UTA's environment, culture and needs to make organization-candidate matches that are attractive to and benefit both parties.
3. Recruitment activities, including advertising of the position, direct contact, and promotion of the position to potential candidates (including passive candidates and candidates recommended by UTA) and responses to inquiries by potential candidates.
4. Screening of candidates and verification of candidate qualifications including an evaluation of public scrutiny red flags.
5. Submit applicants resume to UTA though UTA ATS agency portal
6. Participation in interview activities to provide advice, consultation, and salary negotiation during the selection stage of the recruitment.
7. Arrangement of candidates travel itinerary.

Note: The Contractor is responsible for verifying a candidate meets the requirements set forth above, as well as any additional requirements established by UTA, and shall, upon request promptly provide proof of the candidate's compliance with all applicable requirements. Applicants already in UTA ATS less than six months will be considered UTA applicants.

UTA will then select possible candidates for each contractors lists and if an employee is hired from the pool, UTA will pay the firm fixed percent of candidate annual salary in the contract.

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Exhibit B

Pricing

1. **Total Not-To-Exceed Amount:** The total aggregate amount payable by UTA under this contract, collectively for all contractors in the pool, shall not exceed $500,000 (the "Total Not-To-Exceed Amount") over the entire period of performance. This total NTE amount shall decrease with each payment to a Consultant within the Pool.
2. **Contractor Billing Rates:** The contractor placement fees are as follows:

Position Category	Fee Upon Placement (% First Annual Salary
Information Technology	10.00%
Organization Excellence/Continuous Improvement	10.00%
Human Resource	10.00%
Finance	10.00%
Other Position	10.00%

   Payment shall only be made to the Consultant who first submits a candidate to UTA who subsequently accepts a position with UTA. and remains employed for no less than one year.
3. **Allocation of Total Not-To-Exceed Amount:** The Total Not-To-Exceed Amount shall be allocated among the contractors in the pool based on the actual services rendered. Each contractor's billing rates will be applied as applicable.
4. **Work Allocation:** Contractors in the pool acknowledge and agree that billing will only take place upon successful placement of contractor's candidate.
5. **Invoicing and Payment:** Contractors shall submit invoices to UTA for services rendered based on the agreed-upon placement fee shown in the table above. Payments will be made in accordance with the payment terms specified in the main body of this contract.

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EXHIBIT C – TASK ORDER TEMPLATE

TASK ORDER NO. _____

TASK ORDER NAME: _____

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

This Task Order is part of the above-described Contract and is governed by the terms thereof.

The purpose of this Task Order is to provide a job description, required and desired candidate qualifications, deadline for submission of candidates, and other pertinent information.

UTA and Contractor hereby agree as follows:

1.0 SCOPE OF SERVICES

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

2.0 SCHEDULE

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

3.0 PRICE (as described in Exhibit B)

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

UTAH TRANSIT AUTHORITY:	TRYFACTA, INC:
By:_____ _____ Date	By:_____
Title:_____	Title:_____
By:_____	
Title: _____	

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ATTACHMENT 1 – TASK ORDER STATEMENT OF WORK OR SERVICES

Job Description:

Required Qualifications:

Desired Qualifications:

Time Frame:

Other:

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/10/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Kim Shanklin, Chief People Officer
PRESENTER(S): Greg Gerber, Director Talent Acquisition

TITLE:

Contract: Task Ordering Agreement for Recruiting Services Pool (Millennium Solutions Group LLC)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorize the Executive Director to execute the Task Ordering Agreement and associated disbursements with Millennium Solutions Group LLC as one of 5 contractors in a recruiting services pool with a not-to-exceed amount of $500,000 **over five years.**

BACKGROUND:
UTA currently does not have any recruiting firms on contract to use for direct placement. The process to bring in a recruiting firm can be lengthy and there are times when we need to hire a qualified candidate quickly. There are also no state contracts currently in place that we can use. By having a pool of recruiting firms on contract UTA will be able to quickly reach out for help when needed to hire qualified talent.

DISCUSSION:
This contract is to help Utah Transit Authority (UTA) find, recruit, and hire qualified employees. The services will be used to fill Information Technology, Organizational Excellence/Continuous Improvement, Human Resource, Finance, and other positions within UTA.

This contract is one of 5 task ordering agreements awarded to 5 different firms in a recruiting services pool. The contractor that brings in a qualified candidate selected by UTA for a specific position receives an agreed-upon commission. The Not-to-Exceed (NTE) amount for all 5 contracts in the pool is $500,000 over 5 years.

CONTRACT SUMMARY:

Contractor Name:	Millennium Solutions Group LLC
Contract Number:	23-037843CG
Base Contract Effective Dates:	7/10/2024 through 3/26/2029
Extended Contract Dates:	NA
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Contract Value:	$500,000 over 5 years for all 5 contracts in the pool.
Procurement Method:	RFP
Budget Authority:	Approved 2024 Operating Budget

ALTERNATIVES:

The intent of this recruiting pool is to only use it when UTA internal recruitment resources are unable to fulfill the recruitment request due to either an aggressive "Time to Fill" expectation or UTA is looking for a unique skillset. If this recruitment pool of staffing resources is rejected, UTA risks not finding the right talent for its mission critical work in a timely fashion.

FISCAL IMPACT:

The 2024 approved budget includes $100,000 for the recruiting pool. Projected funding requests for 2025, 2026, 2027, and 2028 will be $100,000 for each year. The total 5-year Pool Not-To-Exceed (NTE) amount is $500,000. All funds will come from the Contract Services operating expense line item in the Department of Human Resources yearly budget 9400.50510.90.

2024 Budgeted Total: $100,000
2025 Budget Request: $100,000
2026 Budget Request: $100,000
2027 Budget Request: $100,000
2028 Budget Request: $100,000
Expected 5-year Recruiting Pool spend: $500,000

ATTACHMENTS:

Contract

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TASK ORDERING AGREEMENT FOR RECRUTIING SERVICES
UTA CONTRACT #23-037843CG
UTA Recruiting Pool

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

RECITALS

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

WHEREAS, on 9/20/2023, UTA issued Request for Proposal Package Number 23-037841CG ("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 Consultant as one of multiple awardees 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 recruiting Tasks issued under this TOA as set forth in the Scope of Services (Exhibit A). Except for items (if any) which this Contract specifically states will be UTA-provided, Consultant shall furnish all the labor, material, and incidentals necessary for the Work.

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

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

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

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

f. Consultant is one of several awardees within a recruiting pool. Each member of the pool receiving a contract shall have a fair opportunity to bring qualified candidates to UTA for consideration. If a consultant's candidate is selected, it shall receive the placement fee as described in Exhibit B.

2. TASK ORDER ISSUANCE

a. The Consultant's shall perform recruiting services with respect to a variety of positions and candidates. UTA shall issue a task order for each position it desires to fill. Task Orders shall be issued to all Consultants with the recruiting pool. as described in Exhibit A.

b. If UTA, in its sole discretion, decides not to issue additional task orders beyond those already issued, this agreement shall be cancelled at no additional cost (beyond task orders already issued) to either Party.

3. FINAL ACCEPTANCE OF TASKS

Each Task shall require the Consultant to locate and recruit candidates qualified for the open UTA position. Candidates shall be submitted to UTA for consideration. UTA's subsequent selection of a candidate is solely within UTA's discretion. A Consultant may submit multiple candidates for consideration by UTA in response to each Task Order.

4. NON-SOLICITATION

No member, officer, agent, or employee of UTA during his or her tenure after more than one year shall be solicitated by Consultant for employment.

5. PLACEMENT GUARANTEE

If a Consultant referred new hire leaves or is terminated by UTA within 30 days of working at UTA the Consultant is responsible for replacing the new hire within 90 days of the referred employee's termination date at no additional cost to UTA. If a new hire terminates employment or is terminated from employment with 30 to 90 days of employment UTA has the right to request a refund or replacement candidate.

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6. PERIOD OF PERFORMANCE

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for five-year period expiring **March 26th, 2029**. This Contract may be further extended if the Consultant and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

7. COMPENSATION

Compensation shall be as described in Exhibit B. **INCORPORATED DOCUMENTS**

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

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

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

8. ORDER OF PRECEDENCE

The Order of Precedence for this contract is as follows:

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

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

9. CHANGES

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

   1. In the Scope of Services;

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

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

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

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

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

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

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

10. INVOICING PROCEDURES

a. 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

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timely process invoices, Contractor shall include the following information on each invoice:

i. Contractor Name
ii. Unique Invoice Number
iii. PO Number
iv. Invoice Date
v. Detailed Description of Charges
vi. Total Dollar Amount Due

b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to ap@rideuta.com . Invoices not submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department.

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

11. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT

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

12. USE OF SUBCONSULTANTS

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

b. No subsequent change, removal or substitution shall be made with respect to any such

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subconsultant without the prior written approval of UTA.

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

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

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

13. KEY PERSONNEL

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

_____

_____

_____

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

14. SUSPENSION OF WORK

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

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

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

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

15. TERMINATION

a. **FOR CONVENIENCE**: UTA shall have the right to terminate the Contract at any time by providing written notice to Consultant. If the Contract is terminated for

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

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

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

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

d. **TERMINATION OF TASKS OR TOA**

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

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allocable costs expended to the date of termination for the terminated task.

16. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

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

17. FINDINGS CONFIDENTIAL

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

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

mitigation of the breach for review and approval by UTA.

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

18. PUBLIC INFORMATION.

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

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document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.

19. GENERAL INDEMNIFICATION

Consultant shall indemnify, 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.

20. INSURANCE REQUIREMENTS

Standard Insurance Requirements

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Utah Transit Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor , his agents, representatives, employees or 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 $2,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Each Occurrence $1,000,000

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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 ".

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. 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.

3. 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	$1,000,000

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

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

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

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

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

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

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

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

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

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

G. APPROVAL: Any modification or variation from the insurance requirements in this

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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.

21. INTELLECTUAL PROPERTY INDEMNIFICATION

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

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

22. INDEPENDENT CONTRACTOR

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

23. PROHIBITED INTEREST

No member, officer, agent, or employee of UTA during his or her tenure or for one year thereafter

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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.

24. CLAIMS/DISPUTE RESOLUTION

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

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

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

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

Level of Authority	Time Limit
UTA's Project Manager/Consultant's Project Manager	Five calendar days
UTA's Greg Gerber/Consultant's [SECOND LEVEL]	Five calendar days
UTA's Kim Shanklin/Consultant's [THIRD LEVEL]	Five calendar days

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

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

25. GOVERNING LAW

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

26. ASSIGNMENT OF CONTRACT

Consultant shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this

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Contract without prior written approval of UTA, and any attempted transfer in violation of this restriction shall be void.

27. NONWAIVER

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

28. NOTICES OR DEMANDS

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

b.

If to UTA:
Utah Transit Authority
ATTN: 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 Consultant:
Millennium Solutions, Inc.
1415 Adeline Street
Oakland, CA 94607

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

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

29. CONTRACT ADMINISTRATOR

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

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30. COSTS AND ATTORNEY'S 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-party, and no third-party beneficiary is intended or created by the execution of this Contract.

32. FORCE MAJEURE

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

33. UTAH ANTI-BOYCOTT OF ISRAEL ACT

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

34. SEVERABILITY

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

35. ENTIRE AGREEMENT

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. The terms of the Contract supersede any additional or conflicting terms or provisions that may be preprinted on Vendor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Vendor that may subsequently be used to implement, record, or invoice Goods and/or Services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of UTA. The terms of the Contract prevail in any dispute between the terms of the Contract and the terms printed on any such standard forms

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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_____

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

MILLENNIUM SOLUTIONS GROUP:

DocuSigned by:
Anthony Beaman
58B46E9F494E471...
By_____
Name Anthony Beaman
Title President / CEO

By_____
Name_____
Title_____

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Exhibit A

Scope of Work

The process for engaging the contractor will be:

UTA Expectation:

1. Notify the Contractor pool of the vacancy through issuance of a Task Order. .
2. Provide a job description, required and desired candidate qualifications, deadline for submission of candidates, and other pertinent information within the Task Order.
3. Provide an opportunity for the Contractor to meet UTA hiring officials including hiring manager to further define the ideal candidate.
4. Provide the Contractor an opportunity to source and submit candidates for consideration though UTA Applicant Tracking System (ATS) agency portal.

Contractor Expectations:

Upon receipt of notification of a vacancy, the Contractor shall engage in an active search of qualified candidates, which may include:

1. A multi-format nationwide search of potential candidate's pools;
2. Meetings with key individuals who will influence the search or who have decision making authority in the candidate selection process. The Contractor is expected to learn about UTA's environment, culture and needs to make organization-candidate matches that are attractive to and benefit both parties.
3. Recruitment activities, including advertising of the position, direct contact, and promotion of the position to potential candidates (including passive candidates and candidates recommended by UTA) and responses to inquiries by potential candidates.
4. Screening of candidates and verification of candidate qualifications including an evaluation of public scrutiny red flags.
5. Submit applicants resume to UTA though UTA ATS agency portal
6. Participation in interview activities to provide advice, consultation, and salary negotiation during the selection stage of the recruitment.
7. Arrangement of candidates travel itinerary.

Note: The Contractor is responsible for verifying a candidate meets the requirements set forth above, as well as any additional requirements established by UTA, and shall, upon request promptly provide proof of the candidate's compliance with all applicable requirements. Applicants already in UTA ATS less than six months will be considered UTA applicants.

UTA will then select possible candidates for each contractors lists and if an employee is hired from the pool, UTA will pay the firm fixed percent of candidate annual salary in the contract.

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Exhibit B

Pricing

1. **Total Not-To-Exceed Amount:** The total aggregate amount payable by UTA under this contract, collectively for all contractors in the pool, shall not exceed $500,000 (the "Total Not-To-Exceed Amount") over the entire period of performance. This total NTE amount shall decrease with each payment to a Consultant within the Pool.
2. **Contractor Billing Rates:** The contractor placement fees are as follows:

Position Category	Fee Upon Placement (% First Annual Salary
Information Technology	10.00%
Organization Excellence/Continuous Improvement	10.00%
Human Resource	10.00%
Finance	10.00%
Other Position	10.00%

   Payment shall only be made to the Consultant who first submits a candidate to UTA who subsequently accepts a position with UTA. and remains employed for no less than one year.
3. **Allocation of Total Not-To-Exceed Amount:** The Total Not-To-Exceed Amount shall be allocated among the contractors in the pool based on the actual services rendered. Each contractor's billing rates will be applied as applicable.
4. **Work Allocation:** Contractors in the pool acknowledge and agree that billing will only take place upon successful placement of contractor's candidate.
5. **Invoicing and Payment:** Contractors shall submit invoices to UTA for services rendered based on the agreed-upon placement fee shown in the table above. Payments will be made in accordance with the payment terms specified in the main body of this contract.

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EXHIBIT C – TASK ORDER TEMPLATE

TASK ORDER NO. _____

TASK ORDER NAME: _____

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

This Task Order is part of the above-described Contract and is governed by the terms thereof.

The purpose of this Task Order is to provide a job description, required and desired candidate qualifications, deadline for submission of candidates, and other pertinent information.

UTA and Contractor hereby agree as follows:

1.0 SCOPE OF SERVICES

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

2.0 SCHEDULE

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

3.0 PRICE (as described in Exhibit B)

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

UTAH TRANSIT AUTHORITY:	MILLENNIUM SOLUTIONS GROUP:
By:_____ _____ Date	By:_____
Title:_____	Title:_____
By:_____	
Title: _____	

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ATTACHMENT 1 – TASK ORDER STATEMENT OF WORK OR SERVICES

Job Description:

Required Qualifications:

Desired Qualifications:

Time Frame:

Other:

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/10/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Kim Shanklin, Chief People Officer
PRESENTER(S): Greg Gerber, Director Talent Acquisition

TITLE:

Contract: Task Ordering Agreement for Recruiting Services Pool (Enterprise Solutions Inc.)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorize the Executive Director to execute the Task Ordering Agreement and associated disbursements with Enterprise Solutions Inc. as one of 5 contractors in a recruiting services pool with a not-to-exceed amount of $500,000 over five years.

BACKGROUND:
UTA currently does not have any recruiting firms on contract to use for direct placement. The process to bring in a recruiting firm can be lengthy and there are times when we need to hire a qualified candidate quickly. There are also no state contracts currently in place that we can use. By having a pool of recruiting firms on contract UTA will be able to quickly reach out for help when needed to hire qualified talent

DISCUSSION:
This contract is to help Utah Transit Authority (UTA) find, recruit, and hire qualified employees. The services will be used to fill Information Technology, Organizational Excellence/Continuous Improvement, Human Resource, Finance, and other positions within UTA.

This contract is one of 5 task ordering agreements awarded to 5 different firms in a recruiting services pool. The contractor that brings in a qualified candidate selected by UTA for a specific position receives an agreed-upon commission. The Not-to-Exceed (NTE) amount for all 5 contracts in the pool is $500,000 **over five years**.

CONTRACT SUMMARY:

Contractor Name:	Enterprise Solutions Inc.
Contract Number:	23-037844CG
Base Contract Effective Dates:	7/10/2024 through 3/26/2029
Extended Contract Dates:	NA
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Contract Value:	NTE $500,000 over 5 years for the entire pool of 5 contracts.
Procurement Method:	RFP
Budget Authority:	Approved 2024 Operating Budget

ALTERNATIVES:

The intent of this recruiting pool is to only use it when UTA internal recruitment resources are unable to fulfill the recruitment request due to either an aggressive "Time to Fill" expectation or UTA is looking for a unique skillset. If this recruitment pool of staffing resources is rejected, UTA risks not finding the right talent for its mission critical work in a timely fashion.

FISCAL IMPACT:

The 2024 approved budget includes $100,000 for the recruiting pool. Projected funding requests for 2025, 2026, 2027, and 2028 will be $100,000 for each year. The total 5-year Pool Not-To-Exceed (NTE) amount is $500,000. All funds will come from the Contract Services operating expense line item in the Department of Human Resources yearly budget 9400.50510.90.

2024 Budgeted Total: $100,000
2025 Budget Request: $100,000
2026 Budget Request: $100,000
2027 Budget Request: $100,000
2028 Budget Request: $100,000
Expected 5-year Recruiting Pool spend: $500,000

ATTACHMENTS:

Contract

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TASK ORDERING AGREEMENT FOR RECRUTIING SERVICES
UTA CONTRACT #23-037844CG
UTA Recruiting Pool

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

RECITALS

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

WHEREAS, on 9/20/2023, UTA issued Request for Proposal Package Number 23-037841CG ("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 Consultant as one of multiple awardees 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 recruiting Tasks issued under this TOA as set forth in the Scope of Services (Exhibit A). Except for items (if any) which this Contract specifically states will be UTA-provided, Consultant shall furnish all the labor, material and incidentals necessary for the Work.

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

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

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

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

f. Consultant is one of several awardees within a recruiting pool. Each member of the pool receiving a contract shall have a fair opportunity to bring qualified candidates to UTA for consideration. If a consultant's candidate is selected, it shall receive the placement fee as described in Exhibit B.

2. TASK ORDER ISSUANCE

a. The Consultant's shall perform recruiting services with respect to a variety of positions and candidates. UTA shall issue a task order for each position it desires to fill. Task Orders shall be issued to all Consultants with the recruiting pool. as described in Exhibit A.

b. If UTA, in its sole discretion, decides not to issue additional task orders beyond those already issued, this agreement shall be cancelled at no additional cost (beyond task orders already issued) to either Party.

3. FINAL ACCEPTANCE OF TASKS

Each Task shall require the Consultant to locate and recruit candidates qualified for the open UTA position. Candidates shall be submitted to UTA for consideration. UTA's subsequent selection of a candidate is solely within UTA's discretion. A Consultant may submit multiple candidates for consideration by UTA in response to each Task Order.

4. NON-SOLICITATION

No member, officer, agent, or employee of UTA during his or her tenure after more than one year shall be solicitated by Consultant for employment.

5. PLACEMENT GUARANTEE

If a Consultant referred new hire leaves or is terminated by UTA within 30 days of working at UTA the Consultant is responsible for replacing the new hire within 90 days of the referred employee's termination date at no additional cost to UTA. If a new hire terminates employment or is terminated from employment with 30 to 90 days of employment UTA has the right to request a refund or replacement candidate.

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6. PERIOD OF PERFORMANCE

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for five-year period expiring **March 26th, 2029**. This Contract may be further extended if the Consultant and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

7. COMPENSATION

Compensation shall be as described in Exhibit B. **INCORPORATED DOCUMENTS**

a. The following documents hereinafter listed in chronological order, are hereby incorporated into the Contract by reference and made a part hereof:
    1. The terms and conditions of this Task Ordering Agreement (including any exhibits and attachments hereto).
    2. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services;
    3. Consultant's Proposal including, without limitation, all federal certifications (as applicable);

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

8. ORDER OF PRECEDENCE

The Order of Precedence for this contract is as follows:

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

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

9. CHANGES

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

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

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

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

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

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

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

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

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

10. INVOICING PROCEDURES

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

b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to ap@rideuta.com . Invoices not submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department.

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

11. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT

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

12. USE OF SUBCONSULTANTS

a. Consultant shall give advance written notification to UTA of any proposed subcontract (not

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indicated in Consultant's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subconsultants, such approval not to be withheld unreasonably.

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

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

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

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

13. KEY PERSONNEL

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

_____

_____

_____

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

14. SUSPENSION OF WORK

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

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

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

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

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15. TERMINATION

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

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

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

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

d. **TERMINATION OF TASKS OR TOA**

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

16. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

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

17. FINDINGS CONFIDENTIAL

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

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

mitigation of the breach for review and approval by UTA.

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

18. PUBLIC INFORMATION.

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

19. GENERAL INDEMNIFICATION

Consultant shall indemnify, 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.

20. INSURANCE REQUIREMENTS

Standard Insurance Requirements

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

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

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. 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.

3. 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	$1,000,000

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

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

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

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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

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

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

21. INTELLECTUAL PROPERTY INDEMNIFICATION

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

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

22. INDEPENDENT CONTRACTOR

Consultant is an independent Consultant and agrees that its personnel will not represent themselves as, nor claim to be, an officer or employee of UTA by reason of this Contract. Consultant is

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responsible to provide and pay the cost of all its employees' benefits.

23. PROHIBITED INTEREST

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

24. CLAIMS/DISPUTE RESOLUTION

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

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

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

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

Level of Authority	Time Limit
UTA's Project Manager/Consultant's Project Manager	Five calendar days
UTA's Greg Gerber/Consultant's [SECOND LEVEL]	Five calendar days
UTA's Kim Shanklin/Consultant's [THIRD LEVEL]	Five calendar days

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

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

25. GOVERNING LAW

This Contract shall be interpreted in accordance with the substantive and procedural laws of the State

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of Utah. Any litigation between the parties arising out of or relating to this Contract will be conducted exclusively in federal or state courts in the State of Utah and Consultant consents to the jurisdiction of such courts.

26. ASSIGNMENT OF CONTRACT

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

27. NONWAIVER

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

28. NOTICES OR DEMANDS

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

b.

If to UTA:
Utah Transit Authority
ATTN: 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 Consultant:
Enterprise Solutions, Inc.
700 East Diehl Rd, Suite 110
Naperville, IL 60563

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

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

29. CONTRACT ADMINISTRATOR

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

30. COSTS AND ATTORNEY'S 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-party, and no third-party beneficiary is intended or created by the execution of this Contract.

32. FORCE MAJEURE

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

33. UTAH ANTI-BOYCOTT OF ISRAEL ACT

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

34. SEVERABILITY

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

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35. ENTIRE AGREEMENT

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

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_____

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

CONSULTANT:

DocuSigned by:
By Umesh Ghai
E8F7B85CC5DD45D...
Umesh Ghai
Name_____
President
Title_____

By_____
Name_____
Title_____

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Exhibit A

Scope of Work

The process for engaging the contractor will be:

UTA Expectation:

1. Notify the Contractor pool of the vacancy through issuance of a Task Order.
2. Provide a job description, required and desired candidate qualifications, deadline for submission of candidates, and other pertinent information within the Task Order.
3. Provide an opportunity for the Contractor to meet UTA hiring officials including hiring manager to further define the ideal candidate.
4. Provide the Contractor an opportunity to source and submit candidates for consideration though UTA Applicant Tracking System (ATS) agency portal.

Contractor Expectations:

Upon receipt of notification of a vacancy, the Contractor shall engage in an active search of qualified candidates, which may include:

1. A multi-format nationwide search of potential candidate's pools;
2. Meetings with key individuals who will influence the search or who have decision making authority in the candidate selection process. The Contractor is expected to learn about UTA's environment, culture and needs to make organization-candidate matches that are attractive to and benefit both parties.
3. Recruitment activities, including advertising of the position, direct contact, and promotion of the position to potential candidates (including passive candidates and candidates recommended by UTA) and responses to inquiries by potential candidates.
4. Screening of candidates and verification of candidate qualifications including an evaluation of public scrutiny red flags.
5. Submit applicants resume to UTA though UTA ATS agency portal
6. Participation in interview activities to provide advice, consultation, and salary negotiation during the selection stage of the recruitment.
7. Arrangement of candidates travel itinerary.

Note: The Contractor is responsible for verifying a candidate meets the requirements set forth above, as well as any additional requirements established by UTA, and shall, upon request promptly provide proof of the candidate's compliance with all applicable requirements. Applicants already in UTA ATS less than six months will be considered UTA applicants.

UTA will then select possible candidates for each contractors lists and if an employee is hired from the pool, UTA will pay the firm fixed percent of candidate annual salary in the contract.

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Exhibit B

Pricing

1. **Total Not-To-Exceed Amount:** The total aggregate amount payable by UTA under this contract, collectively for all contractors in the pool, shall not exceed $500,000 (the "Total Not-To-Exceed Amount") over the entire period of performance. This total NTE amount shall decrease with each payment to a Consultant within the Pool.
2. **Contractor Billing Rates:** The contractor placement fees are as follows:

Position Category	Fee Upon Placement (% First Annual Salary)
Information Technology	16%
Organization Excellence/Continuous Improvement	16%
Human Resource	18%
Finance	18%
Other Position	18%

   Payment shall only be made to the Consultant who first submits a candidate to UTA who subsequently accepts a position with UTA.
3. **Allocation of Total Not-To-Exceed Amount:** The Total Not-To-Exceed Amount shall be allocated among the contractors in the pool based on the actual services rendered. Each contractor's billing rates will be applied as applicable.
4. **Work Allocation:** Contractors in the pool acknowledge and agree that billing will only take place upon successful placement of contractor's candidate.
5. **Invoicing and Payment:** Contractors shall submit invoices to UTA for services rendered based on the agreed-upon placement fee shown in the table above. Payments will be made in accordance with the payment terms specified in the main body of this contract.

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EXHIBIT C – TASK ORDER TEMPLATE

TASK ORDER NO. _____

TASK ORDER NAME: _____

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

This Task Order is part of the above-described Contract and is governed by the terms thereof.

The purpose of this Task Order is to provide a job description, required and desired candidate qualifications, deadline for submission of candidates, and other pertinent information.

UTA and Contractor hereby agree as follows:

1.0 SCOPE OF SERVICES

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

2.0 SCHEDULE

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

3.0 PRICE (as described in Exhibit B)

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

UTAH TRANSIT AUTHORITY:	CONTRACTOR.:
By:_____ _____ Date	By:_____
Title:_____	Title:_____
By:_____	
Title: _____	

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EXHIBIT C – TASK ORDER TEMPLATE

ATTACHMENT 1 – TASK ORDER STATEMENT OF WORK OR SERVICES

Job Description:

Required Qualifications:

Desired Qualifications:

Time Frame:

Other:

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/10/2024

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Kim Shanklin, Chief People Officer
PRESENTER(S):	Greg Gerber, Director Talent Acquisition

TITLE:

Contract: Task Ordering Agreement for Recruiting Services Pool (22nd Century Technologies, Inc.)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorize the Executive Director to execute the Task Ordering Agreement and associated disbursements with 22nd Century Technologies, Inc. as one of 5 contractors in a recruiting services pool with a not-to-exceed amount of $500,000 over five years.

BACKGROUND:
UTA currently does not have any recruiting firms on contract to use for direct placement. The process to bring in a recruiting firm can be lengthy and there are times when we need to hire a qualified candidate quickly. There are also no state contracts currently in place that we can use. By having a pool of recruiting firms on contract UTA will be able to quickly reach out for help when needed to hire qualified talent.

DISCUSSION:
This contract is to help Utah Transit Authority (UTA) find, recruit and hire qualified employees. The services will be used to fill Information Technology, Organizational Excellence/Continuous Improvement, Human Resource, Finance, and other positions within UTA.
This contract is one of 5 task ordering agreements awarded to 5 different firms in a recruiting services pool. The contractor that brings in a qualified candidate selected by UTA for a specific position receives an agreed upon commission. The Not-to-Exceed (NTE) amount for all 5 contracts in the pool is $500,000 **over five years**.

CONTRACT SUMMARY:

Contractor Name:	22nd Century Technologies, Inc.
Contract Number:	23-037845CG
Base Contract Effective Dates:	7/10/2024 through 3/26/2029
Extended Contract Dates:	NA
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Contract Value:	NTE $500,000 over 5 years for all 5 contracts in the pool.
Procurement Method:	RFP
Budget Authority:	Approved 2024 Operating Budget

ALTERNATIVES:

The intent of this recruiting pool is to only use it when UTA internal recruitment resources are unable to fulfill the recruitment request due to either an aggressive "Time to Fill" expectation or UTA is looking for a unique skillset. If this recruitment pool of staffing resources is rejected, UTA risks not finding the right talent for its mission critical work in a timely fashion.

FISCAL IMPACT:

The 2024 approved budget includes $100,000 for the Recruiting Pool. Projected funding requests for 2025, 2026, 2027, and 2028 will be $100,000 for each year. The total 5-year Pool Not-To-Exceed (NTE) amount is $500,000. All funds will come from the Contract Services operating expense line item in the Department of Human Resources yearly budget 9400.50510.90.

2024 Budgeted Total: $100,000
2025 Budget Request: $100,000
2026 Budget Request: $100,000
2027 Budget Request: $100,000
2028 Budget Request: $100,000
Expected 5-year Recruiting Pool spend: $500,000

ATTACHMENTS:

Contract

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TASK ORDERING AGREEMENT FOR RECRUTIING SERVICES
UTA CONTRACT #23-0378451CG
UTA Recruiting Pool

This Task Ordering Agreement (TOA) is entered into and made effective as of the date of last signature below (the "Effective Date") by and between UTAH TRANSIT AUTHORITY**,** a public transit district organized under the laws of the State of Utah ("UTA"), and 22nd Century Technologies, Inc ("Consultant").

RECITALS

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

WHEREAS, on 9/20/2023, UTA issued Request for Proposal Package Number 23-037841CG ("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 Consultant as one of multiple awardees 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 recruiting Tasks issued under this TOA as set forth in the Scope of Services (Exhibit A). Except for items (if any) which this Contract specifically states will be UTA-provided, Consultant shall furnish all the labor, material and incidentals necessary for the Work.

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

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

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

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

f. Consultant is one of several awardees within a recruiting pool. Each member of the pool receiving a contract shall have a fair opportunity to bring qualified candidates to UTA for consideration. If a consultant's candidate is selected, it shall receive the placement fee as described in Exhibit B.

2. TASK ORDER ISSUANCE

a. The Consultant's shall perform recruiting services with respect to a variety of positions and candidates. UTA shall issue a task order for each position it desires to fill. Task Orders shall be issued to all Consultants with the recruiting pool. as described in Exhibit A.

b. If UTA, in its sole discretion, decides not to issue additional task orders beyond those already issued, this agreement shall be cancelled at no additional cost (beyond task orders already issued) to either Party.

3. FINAL ACCEPTANCE OF TASKS

Each Task shall require the Consultant to locate and recruit candidates qualified for the open UTA position. Candidates shall be submitted to UTA for consideration. UTA's subsequent selection of a candidate is solely within UTA's discretion. A Consultant may submit multiple candidates for consideration by UTA in response to each Task Order.

4. NON-SOLICITATION

No member, officer, agent, or employee of UTA during his or her tenure after more than one year shall be solicitated by Consultant for employment.

5. PLACEMENT GUARANTEE

If a Consultant referred new hire leaves or is terminated by UTA within 30 days of working at UTA the Consultant is responsible for replacing the new hire within 90 days of the referred employee's termination date at no additional cost to UTA. If a new hire terminates employment or is terminated from employment with 30 to 90 days of employment UTA has the right to request a refund or replacement candidate.

6. PERIOD OF PERFORMANCE

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This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for five-year period expiring **March 26th, 2029.** This Contract may be further extended if the Consultant and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

7. COMPENSATION

Compensation shall be as described in Exhibit B. **INCORPORATED DOCUMENTS**

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

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

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

8. ORDER OF PRECEDENCE

The Order of Precedence for this contract is as follows:

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

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

9. CHANGES

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

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

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

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

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

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

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

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

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

10. INVOICING PROCEDURES

a. 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

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iii. PO Number
iv. Invoice Date
v. Detailed Description of Charges
vi. Total Dollar Amount Due

b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to ap@rideuta.com . Invoices not submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department.

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

11. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT

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

12. USE OF SUBCONSULTANTS

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

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

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

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

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

13. KEY PERSONNEL

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

_____

_____

_____

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

14. SUSPENSION OF WORK

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

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

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

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

15. TERMINATION

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

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the terminated portion of the Contract. Consultant shall promptly submit a termination claim to UTA. If Consultant has any property in its possession belonging to UTA, Consultant will account for the same, and dispose of it in the manner UTA directs.

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

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

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

d. **TERMINATION OF TASKS OR TOA**

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

16. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

Consultant shall retain all books, papers, documents, accounting records and other evidence to

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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.

17. FINDINGS CONFIDENTIAL

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

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

mitigation of the breach for review and approval by UTA.

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

18. PUBLIC INFORMATION.

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

19. GENERAL INDEMNIFICATION

Consultant shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against

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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.

20. INSURANCE REQUIREMENTS

Standard Insurance Requirements

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Utah Transit Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor , his agents, representatives, employees or 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 $2,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Each Occurrence $1,000,000

   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

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17 10 01 (or a substitute form providing equivalent coverage) showing "Utah Transit Authority Property" as the Designated Job Site

2. 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.

3. 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	$1,000,000

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

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

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

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

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

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directly to (Utah Transit Authority Agency Representative's Name & Address).

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

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

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

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

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

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

21. INTELLECTUAL PROPERTY INDEMNIFICATION

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

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

22. INDEPENDENT CONTRACTOR

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

23. PROHIBITED INTEREST

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

24. CLAIMS/DISPUTE RESOLUTION

a. "Claim" means any disputes between UTA and the Consultant arising out of or relating to the Contract Documents including any disputed claims for Contract

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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 Greg Gerber/Consultant's [SECOND LEVEL]	Five calendar days
UTA's Kim Shanklin/Consultant's [THIRD LEVEL]	Five calendar days

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

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

25. GOVERNING LAW

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

26. ASSIGNMENT OF CONTRACT

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

27. NONWAIVER

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

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party to enforce the same in the event of any subsequent breaches by the other party.

28. NOTICES OR DEMANDS

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

b.

If to UTA:
Utah Transit Authority
ATTN: Pat Postell
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:
22nd Century Technology, Inc.
8251 Greensboro Drive, Suite 900
McLean, VA 22102

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

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

29. CONTRACT ADMINISTRATOR

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

30. COSTS AND ATTORNEY'S 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

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31. NO THIRD-PARTY BENEFICIARY

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

32. FORCE MAJEURE

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

33. UTAH ANTI-BOYCOTT OF ISRAEL ACT

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

34. SEVERABILITY

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

35. ENTIRE AGREEMENT

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

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

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other counterpart hereof. The electronic transmission of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

38. SURVIVAL

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

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

UTAH TRANSIT AUTHORITY:

By_____

By_____

By DocuSigned by: Mike Bell 70E33A415BA44F6...

UTA Legal Counsel

22ND CENTURY TECHNOLOGIES, INC.:

By DocuSigned by: Sirveerpal Singh 2008639B42F649C...

Name Sirveerpal Singh

Title Account Executive

By_____

Name_____

Title_____

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Exhibit A

Scope of Work

The process for engaging the contractor will be:

UTA Expectation:

1. Notify the Contractor pool of the vacancy through issuance of a Task Order.
2. Provide a job description, required and desired candidate qualifications, deadline for submission of candidates, and other pertinent information within the Task Order.
3. Provide an opportunity for the Contractor to meet UTA hiring officials including hiring manager to further define the ideal candidate.
4. Provide the Contractor an opportunity to source and submit candidates for consideration though UTA Applicant Tracking System (ATS) agency portal.

Contractor Expectations:

Upon receipt of notification of a vacancy, the Contractor shall engage in an active search of qualified candidates, which may include:

1. A multi-format nationwide search of potential candidate's pools;
2. Meetings with key individuals who will influence the search or who have decision making authority in the candidate selection process. The Contractor is expected to learn about UTA's environment, culture and needs to make organization-candidate matches that are attractive to and benefit both parties.
3. Recruitment activities, including advertising of the position, direct contact, and promotion of the position to potential candidates (including passive candidates and candidates recommended by UTA) and responses to inquiries by potential candidates.
4. Screening of candidates and verification of candidate qualifications including an evaluation of public scrutiny red flags.
5. Submit applicants resume to UTA though UTA ATS agency portal
6. Participation in interview activities to provide advice, consultation, and salary negotiation during the selection stage of the recruitment.
7. Arrangement of candidates travel itinerary.

Note: The Contractor is responsible for verifying a candidate meets the requirements set forth above, as well as any additional requirements established by UTA, and shall, upon request promptly provide proof of the candidate's compliance with all applicable requirements. Applicants already in UTA ATS less than six months will be considered UTA applicants.

UTA will then select possible candidates for each contractors lists and if an employee is hired from the pool, UTA will pay the firm fixed percent of candidate annual salary in the contract.

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Exhibit B

Pricing

1. **Total Not-To-Exceed Amount:** The total aggregate amount payable by UTA under this contract, collectively for all contractors in the pool, shall not exceed $500,000 (the "Total Not-To-Exceed Amount") over the entire period of performance. This total NTE amount shall decrease with each payment to a Consultant within the Pool.
2. **Contractor Billing Rates:** The contractor placement fees are as follows:

Position Category	Fee Upon Placement (% First Annual Salary)
Information Technology	12%
Organization Excellence/Continuous Improvement	12%
Human Resource	12%
Finance	12%
Other Position	12%

   Payment shall only be made to the Consultant who first submits a candidate to UTA who subsequently accepts a position with UTA.
3. **Allocation of Total Not-To-Exceed Amount:** The Total Not-To-Exceed Amount shall be allocated among the contractors in the pool based on the actual services rendered. Each contractor's billing rates will be applied as applicable.
4. **Work Allocation:** Contractors in the pool acknowledge and agree that billing will only take place upon successful placement of contractor's candidate.
5. **Invoicing and Payment:** Contractors shall submit invoices to UTA for services rendered based on the agreed-upon placement fee shown in the table above. Payments will be made in accordance with the payment terms specified in the main body of this contract.

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EXHIBIT C – TASK ORDER TEMPLATE

TASK ORDER NO. _____

TASK ORDER NAME: _____

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

This Task Order is part of the above-described Contract and is governed by the terms thereof.

The purpose of this Task Order is to provide a job description, required and desired candidate qualifications, deadline for submission of candidates, and other pertinent information.

UTA and Contractor hereby agree as follows:

1.0 SCOPE OF SERVICES

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

2.0 SCHEDULE

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

3.0 PRICE (as described in Exhibit B)

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

UTAH TRANSIT AUTHORITY:	22ND CENTURY TECHNOLOGIES, INC.:
By:_____ _____ Date	By:_____
Title:_____	Title:_____
By:_____	
Title: _____	

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ATTACHMENT 1 – TASK ORDER STATEMENT OF WORK OR SERVICES

Job Description:

Required Qualifications:

Desired Qualifications:

Time Frame:

Other:

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/10/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Kim Shanklin, Chief People Officer
PRESENTER(S): Greg Gerber, Director Talent Acquisition

TITLE:

Contract: Task Ordering Agreement for Recruiting Services Pool (Compunnel Software Group, Inc.)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve and authorize the Executive Director to execute the Task Ordering Agreement and associated disbursements with Compunnel Software Group, Inc. as one of 5 contractors in a recruiting services pool with a not-to-exceed amount of $500,000 over five years.

BACKGROUND:
UTA currently does not have any recruiting firms on contract to use for direct placement. The process to bring in a recruiting firm can be lengthy and there are times when we need to hire a qualified candidate quickly. There are also no state contracts currently in place that we can use. By having a pool of recruiting firms on contract UTA will be able to quickly reach out for help when needed to hire qualified talent.

DISCUSSION:
This contract is to help Utah Transit Authority (UTA) find, recruit, and hire qualified employees. The services will be used to fill Information Technology, Organizational Excellence/Continuous Improvement, Human Resource, Finance, and other positions within UTA.
This contract is one of 5 task ordering agreements awarded to 5 different firms in a recruiting services pool. The contractor that brings in a qualified candidate selected by UTA for a specific position receives an agreed-upon commission. The Not-to-Exceed (NTE) amount for all 5 contracts in the pool is $500,000 **over five years**.

CONTRACT SUMMARY:

Contractor Name:	Compunnel Software Group, Inc.
Contract Number:	23-037846CG
Base Contract Effective Dates:	07/10/2024 through 03/27/2029
Extended Contract Dates:	NA
Existing Contract Value:	NA
Amendment Amount:	NA
New/Total Contract Value:	NTE $500,000 over 5 years for the entire pool of 5 contracts.
Procurement Method:	RFP
Budget Authority:	Approved 2024 Operating Budget

ALTERNATIVES:

The intent of this recruiting pool is to only use it when UTA internal recruitment resources are unable to fulfill the recruitment request due to either an aggressive "Time to Fill" expectation or UTA is looking for a unique skillset. If this recruitment pool of staffing resources is rejected, UTA risks not finding the right talent for its mission critical work in a timely fashion.

FISCAL IMPACT:

The 2024 approved budget includes $100,000 for the Recruiting Pool. Projected funding requests for 2025, 2026, 2027, and 2028 will be $100,000 for each year. The total 5-year Pool Not-To-Exceed (NTE) amount is $500,000. All funds will come from the Contract Services operating expense line item in the Department of Human Resources yearly budget 9400.50510.90.
2024 Budgeted Total: $100,000
2025 Budget Request: $100,000
2026 Budget Request: $100,000
2027 Budget Request: $100,000
2028 Budget Request: $100,000
Expected 5-year Recruiting Pool spend: $500,000

ATTACHMENTS:

Contract

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TASK ORDERING AGREEMENT FOR RECRUTIING SERVICES
UTA CONTRACT #23-037846CG
UTA Recruiting Pool

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

RECITALS

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

WHEREAS, on 9/20/2023, UTA issued Request for Proposal Package Number 23-037841CG ("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 Consultant as one of multiple awardees 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 recruiting Tasks issued under this TOA as set forth in the Scope of Services (Exhibit A). Except for items (if any) which this Contract specifically states will be UTA-provided, Consultant shall furnish all the labor, material and incidentals necessary for the Work.

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

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

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

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

f. Consultant is one of several awardees within a recruiting pool. Each member of the pool receiving a contract shall have a fair opportunity to bring qualified candidates to UTA for consideration. If a consultant's candidate is selected, it shall receive the placement fee as described in Exhibit B.

2. TASK ORDER ISSUANCE

a. The Consultant's shall perform recruiting services with respect to a variety of positions and candidates. UTA shall issue a task order for each position it desires to fill. Task Orders shall be issued to all Consultants with the recruiting pool. as described in Exhibit A.

b. If UTA, in its sole discretion, decides not to issue additional task orders beyond those already issued, this agreement shall be cancelled at no additional cost (beyond task orders already issued) to either Party.

3. FINAL ACCEPTANCE OF TASKS

Each Task shall require the Consultant to locate and recruit candidates qualified for the open UTA position. Candidates shall be submitted to UTA for consideration. UTA's subsequent selection of a candidate is solely within UTA's discretion. A Consultant may submit multiple candidates for consideration by UTA in response to each Task Order.

4. NON-SOLICITATION

No member, officer, agent, or employee of UTA during his or her tenure after more than one year shall be solicitated by Consultant for employment.

5. PLACEMENT GUARANTEE

If a Consultant referred new hire leaves or is terminated by UTA within 30 days of working at UTA the Consultant is responsible for replacing the new hire within 90 days of the referred employee's termination date at no additional cost to UTA. If a new hire terminates employment or is terminated from employment with 30 to 90 days of employment UTA has the right to request a refund or replacement candidate.

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6. PERIOD OF PERFORMANCE

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for five-year period expiring **March 27th, 2029**. This Contract may be further extended if the Consultant and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

7. COMPENSATION

Compensation shall be as described in Exhibit B. **INCORPORATED DOCUMENTS**

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

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

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

8. ORDER OF PRECEDENCE

The Order of Precedence for this contract is as follows:

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

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

9. CHANGES

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

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

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

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

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

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

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

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

10. INVOICING PROCEDURES

a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor

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shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:

i. Contractor Name
ii. Unique Invoice Number
iii. PO Number
iv. Invoice Date
v. Detailed Description of Charges
vi. Total Dollar Amount Due

b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to ap@rideuta.com . Invoices not submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department.

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

11. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT

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

12. USE OF SUBCONSULTANTS

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

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

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

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

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

13. KEY PERSONNEL

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

_____

_____

_____

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

14. SUSPENSION OF WORK

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

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

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

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

15. TERMINATION

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

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

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

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

d. **TERMINATION OF TASKS OR TOA**

UTA's termination rights under this Article shall apply, in UTA's discretion, to either an individual task order or the entire TOA. Where the TOA is terminated for convenience, the Consultant shall be entitled to payment in full for all tasks

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satisfactorily completed prior to the termination date. Where a task is terminated prior to acceptance by UTA, Consultant shall be entitled to its actual allowable and allocable costs expended to the date of termination for the terminated task.

16. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

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

17. FINDINGS CONFIDENTIAL

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

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

mitigation of the breach for review and approval by UTA.

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

18. PUBLIC INFORMATION

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

19. GENERAL INDEMNIFICATION

Consultant shall indemnify, 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.

20. INSURANCE REQUIREMENTS

Standard Insurance Requirements

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

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coverage.

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

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. 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.

3. 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	$1,000,000

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

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

1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the consultant's

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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-

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

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

21. INTELLECTUAL PROPERTY INDEMNIFICATION

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

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

22. INDEPENDENT CONTRACTOR

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

23. PROHIBITED INTEREST

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

24. CLAIMS/DISPUTE RESOLUTION

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

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

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

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

Level of Authority	Time Limit
UTA's Project Manager/Consultant's Project Manager	Five calendar days
UTA's Greg Gerber/Consultant's [SECOND LEVEL]	Five calendar days
UTA's Kim Shanklin/Consultant's [THIRD LEVEL]	Five calendar days

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

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

25. GOVERNING LAW

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

26. ASSIGNMENT OF CONTRACT

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

27. NONWAIVER

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

28. NOTICES OR DEMANDS

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

b.

If to UTA:
Utah Transit Authority
ATTN: 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 Consultant:
Compunnel Software Group, Inc.
103 Morgan Lane, Suite 102
Planesboro, NJ 08536

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

d. Notwithstanding Section 23.1, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information

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and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract.

29. CONTRACT ADMINISTRATOR

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

30. COSTS AND ATTORNEY'S 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-party, and no third-party beneficiary is intended or created by the execution of this Contract.

32. FORCE MAJEURE

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

33. UTAH ANTI-BOYCOTT OF ISRAEL ACT

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

34. SEVERABILITY

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

35. ENTIRE AGREEMENT

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. The terms of the Contract supersede any additional or conflicting terms or provisions that may be preprinted on Vendor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Vendor that may subsequently be used to implement, record, or invoice Goods and/or

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Services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of UTA. The terms of the Contract prevail in any dispute between the terms of the Contract and the terms printed on any such standard forms or documents, and such standard forms or documents will not be considered written amendments of the Contract.

36. AMENDMENTS

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

37. COUNTERPARTS

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

38. SURVIVAL

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

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

UTAH TRANSIT AUTHORITY:

By_____

By_____

By DocuSigned by: Mike Bell 70E33A415BA44F6...

UTA Legal Counsel

COMPUNNEL SOFTWARE GROUP, INC:

By DocuSigned by: Nitisha Kainhola 986BF62F8CB24EC...

Name Nitisha Kainhola

Title Program Manager

By_____

Name_____

Title_____

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Exhibit A

Scope of Work

The process for engaging the contractor will be:

UTA Expectation:

1. Notify the Contractor pool of the vacancy through issuance of a Task Order.
2. Provide a job description, required and desired candidate qualifications, deadline for submission of candidates, and other pertinent information within the Task Order.
3. Provide an opportunity for the Contractor to meet UTA hiring officials including hiring manager to further define the ideal candidate.
4. Provide the Contractor an opportunity to source and submit candidates for consideration though UTA Applicant Tracking System (ATS) agency portal.

Contractor Expectations:

Upon receipt of notification of a vacancy, the Contractor shall engage in an active search of qualified candidates, which may include:

1. A multi-format nationwide search of potential candidate's pools;
2. Meetings with key individuals who will influence the search or who have decision making authority in the candidate selection process. The Contractor is expected to learn about UTA's environment, culture and needs to make organization-candidate matches that are attractive to and benefit both parties.
3. Recruitment activities, including advertising of the position, direct contact, and promotion of the position to potential candidates (including passive candidates and candidates recommended by UTA) and responses to inquiries by potential candidates.
4. Screening of candidates and verification of candidate qualifications including an evaluation of public scrutiny red flags.
5. Submit applicants resume to UTA though UTA ATS agency portal
6. Participation in interview activities to provide advice, consultation, and salary negotiation during the selection stage of the recruitment.
7. Arrangement of candidates travel itinerary.

Note: The Contractor is responsible for verifying a candidate meets the requirements set forth above, as well as any additional requirements established by UTA, and shall, upon request promptly provide proof of the candidate's compliance with all applicable requirements. Applicants already in UTA ATS less than six months will be considered UTA applicants.

UTA will then select possible candidates for each contractors lists and if an employee is hired from the pool, UTA will pay the firm fixed percent of candidate annual salary in the contract.

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Exhibit B

Pricing

1. **Total Not-To-Exceed Amount:** The total aggregate amount payable by UTA under this contract, collectively for all contractors in the pool, shall not exceed $500,000 (the "Total Not-To-Exceed Amount") over the entire period of performance. This total NTE amount shall decrease with each payment to a Consultant within the Pool.
2. **Contractor Billing Rates:** The contractor placement fees are as follows:

Position Category	Fee Upon Placement (% First Annual Salary)
Information Technology	16%
Organization Excellence/ Continuous Improvement	16%
Human Resource	16%
Finance	16%
Other Position	16%

Payment shall only be made to the Consultant who first submits a candidate to UTA who subsequently accepts a position with UTA.

3. **Allocation of Total Not-To-Exceed Amount:** The Total Not-To-Exceed Amount shall be allocated among the contractors in the pool based on the actual services rendered. Each contractor's billing rates will be applied as applicable.
4. **Work Allocation:** Contractors in the pool acknowledge and agree that billing will only take place upon successful placement of contractor's candidate.
5. **Invoicing and Payment:** Contractors shall submit invoices to UTA for services rendered based on the agreed-upon placement fee shown in the table above. .Payments will be made in accordance with the payment terms specified in the main body of this contract.

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EXHIBIT C – TASK ORDER TEMPLATE

TASK ORDER NO. _____

TASK ORDER NAME: _____

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

This Task Order is part of the above-described Contract and is governed by the terms thereof.

The purpose of this Task Order is to provide a job description, required and desired candidate qualifications, deadline for submission of candidates, and other pertinent information.

UTA and Contractor hereby agree as follows:

1.0 SCOPE OF SERVICES

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

2.0 SCHEDULE

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

3.0 PRICE (as described in Exhibit B)

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

UTAH TRANSIT AUTHORITY:

By:_____ _____
Date

Title:_____

By:_____

Title: _____

COMPUNNEL:

By:_____

Title:_____

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ATTACHMENT 1 – TASK ORDER STATEMENT OF WORK OR SERVICES

Job Description:

Required Qualifications:

Desired Qualifications:

Time Frame:

Other:

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/10/2024

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Patrick Preusser, Chief Operating Officer
PRESENTER(S):	Michael Goldman, Special Svc Program Manager

TITLE:

Contract: Rideshare/Vanpool Vehicle Preventative Maintenance Program (BMLC Investments, LLC, DBA Tire World)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve award and authorize Executive Director to execute this contract and associated disbursements with BMLC Investments, LLC (dba Tire World) in the not to exceed amount of $1,895,713.00 over five (5) years as one of 10 vendors in a Rideshare/Vanpool vehicle preventative maintenance service vendor pool.

BACKGROUND:
UTA requires a contract for vendor(s) to provide Vehicle Preventative Maintenance Service at regular service intervals to maintain the warranty and life expectancy of approximately 525 Rideshare/Vanpool Vehicles for various counties throughout Utah.

After conducting a Request for Proposal (RFP) solicitation, UTA received multiple proposals. After evaluation, UTA chose to proceed with a multiple award contract, creating a vendor pool of ten (10) vendors. BMLC Investments, LLC (dba Tire World) was one of the ten (10) selected vendors with best overall value.

DISCUSSION:
UTA Staff is requesting approval of the contracts under the vendor pool for a total aggregate amount, collectively for all contractors in the vendor pool, not-to-exceed (NTE) $1,895,713.00 over a five (5) year period. The contracts will commence upon approval and will expire five (5) years from the commencement date. The contracts shall allow for P-Card purchases for service transactions less than $5000.00; otherwise

payment shall be Invoiced Net30 after services have been performed. This payment method is required to allow payment flexibility between UTA's vehicle operators and contracted service providers within the vendor pool.

Applicable Contracts: 24-038461BCM, 24-038462BCM, 24-038463BCM, 24-038464BCM 24-038465BCM, 24-038466BCM, 24-038467BCM, 24-038468BCM, 24-038469BCM, & 24-0384610BCM.

The contract values for each supplier shall not exceed the amounts as stated in this memo.

Actual cost will be tracked and managed by the Procurement Department.

CONTRACT SUMMARY:

Contractor Name:	BMLC Investments, LLC dba Tire World
Contract Number:	24-038461BCM
Base Contract Effective Dates:	Upon approval thru August 5, 2029
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	NTE of $1,895,713.00 over 5 years for entire contract pool
Procurement Method:	RFP
Budget Authority:	Approved 2024 Operating Budget

ALTERNATIVES:

Without these service contracts, UTA risks not keeping our fleet in a state of good repair and incurring more expensive long-term vehicle maintenance costs.

FISCAL IMPACT:

The 2024 approved budget includes $145,834.00 for the Rideshare/Vanpool Vehicle Preventative Maintenance Pool. Projected funding $1,749,879.00 requests for future years 2025, 2026, 2027, 2028, and 2029 as listed below, based on 4% increase per year to account for inflation and minimal growth. The total 5-year Pool Not-To-Exceed (NTE) amount is $1,895,713.00. All funds will come from the Contract Services operating expense line item in the Department of Van Pool yearly budget 7900.50353.92.

2024 Budgeted Total: $145,834.00 (included in the Approved 2024 Operating Budget for Remaining 5 mos)
2025 Budget Request: $364.000.00 (12mos)
2026 Budget Request: $378,560.00 (12mos)
2027 Budget Request: $393,703.00 (12mos)
2028 budget Request: $409,450.00 (12mos)
2029 budget Request: $204,166.00 (7mos)

Expected 5-year spend: $1,895,713.00

ATTACHMENTS:

1) Contract

UTAH TRANSIT AUTHORITY

GOODS AND SERVICES SUPPLY AGREEMENT

UTA CONTRACT #24-038461BCM
Rideshare/Vanpool Maintenance Program

THIS GOODS AND NON-PROFESSIONAL SERVICES SUPPLY AGREEMENT ("Contract") is entered into and made effective as of the date of last signature below. ("Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and BMLC Investments, LLC dba Tire World, a Limited Liability Company located at 2627 South 300 West, Salt Lake City, UT 84115 (the "Contractor").

RECITALS

WHEREAS, on May 03, 2024, UTA received competitive proposals to provide Vehicle Preventative Maintenance Service on approximately 525 Rideshare/Vanpool Vehicles for various counties throughout Utah. and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation (the "Goods and Services") according to the terms, conditions and specifications prepared by UTA in 24-03846BCM (the "RFP"); and

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

WHEREAS, the Response and Proposal to RFP 24-03846BCM dated April 30, 2024, submitted by the Contractor in response to the RFP ("Contractor's Proposal) was deemed to be advantageous to UTA; and

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

AGREEMENT

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

1. GOOD AND SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor hereby agrees to furnish and deliver the Goods and/or Services in accordance with the Contract as described in Exhibit A (Statement of Work or Services) (including performing any installation, testing commissioning and other Services described in the Contract). Contractor is one of several awardees within a contractor pool. Each member of the pool receiving a contract shall have a fair opportunity to provide these Goods and/or Services to UTA for consideration. If

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a Contractor is selected, it shall receive the fixed price rate as described in Exhibit B.

2. **TERM** This Contract will commence upon the last signature date page (pg#18) and will continue for a period of five (5) years expiring approximately August 5, 2029. The 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 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 Goods have been delivered and the Services have been performed. In no event shall advance payments be made.

Allocation of Total Not-To-Exceed Amount: The total aggregate amount payable by UTA under this contract, collectively for all contractors in the pool, shall Not-To-Exceed (NTE) $1,895,713.00. This Contract will be based on the Fixed Price Rates as described in Exhibit B. The Total Not-To-Exceed Amount shall be allocated among the contractors in the contractor pool based on the actual services rendered. Each contractor's billing rates will be applied as applicable.

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

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

5. **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

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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.

6. **LAWS AND REGULATIONS**

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

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

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

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

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

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

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8. INVOICING PROCEDURES

a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:

i. Contractor Name
ii. Unique Invoice Number
iii. PO Number
iv. Invoice Date
v. Detailed Description of Charges
vi. Total Dollar Amount Due

b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to ap@rideuta.com . Invoices not submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department.

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

9. WARRANTY OF GOODS AND SERVICES

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

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

c. At any time for a period of one (1) year from the date that all Goods have been delivered and all Services have been performed in accordance with the Contract, Contractor shall at its

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own expense promptly repair, replace and/or re-perform any Goods or Services that are defective or in any way fail to conform to the Contract requirements.

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

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

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

11. 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,

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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.

12. **INSURANCE REQUIREMENTS**

Standard Insurance Requirements

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

2. Automobile Liability

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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.

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

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

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

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

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

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

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

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

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

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

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13. **OTHER INDEMNITIES**

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

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

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.

14. **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.

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Contractor acknowledges that it shall be solely responsible for payment of all payrolls, income and other taxes generally applicable to independent contractors.

15. **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).

16. **USE OF SUBCONTRACTORS**

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

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

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

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

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

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

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material to UTA.

18. **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.

19. **ENVIRONMENTAL RESPONSIBILITY**

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

20. SUSPENSION OF WORK

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

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

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

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

21. **TERMINATION**

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

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

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

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

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

22. CHANGES

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

1. In the Scope of Services;

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

3. In the schedule or completion dates applicable to the Work.

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

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

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

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

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

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

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

23. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of the Contract). Such records shall include, without limitation, time sheets and other cost

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

25. **PUBLIC INFORMATION.**

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

26. **PROJECT MANAGER**

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UTA's Project Manager for the Contract is Michael Goldman, 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) 287-2065.

27. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Brent Miller, 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) 287-3009.

28. **CONFLICT OF INTEREST**

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

29. **NOTICES OR DEMANDS**

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

If to UTA:
Utah Transit Authority
ATTN: Brent Miller
669 West 200 South
Salt Lake City, UT 84101
brmiller@rideuta.com

If to Contractor:
BMLC Investments, LLC dba Tire World
Attn: Jeff Robinson
2627 South 300 West
Salt Lake City, UT 84115
jrobinson@tireworldutah.com

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

30. **CLAIMS/DISPUTE RESOLUTION**

a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract

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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/Contractor's Project Manager	Five calendar days
UTA's Brent Miller/Contractor's Keith Brown	Five calendar days
UTA's Ryan Taylor/Contractor's Jeff Robinson	Five calendar days

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

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

31. GOVERNING LAW

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

32. COSTS AND ATTORNEY FEES

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

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33. **SEVERABILITY**

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

34. **AMENDMENTS**

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

35. **FORCE MAJEURE**

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

36. **NO THIRD-PARTY BENEFICIARIES**

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

37. **ENTIRE AGREEMENT**

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

38. **COUNTERPARTS**

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

39. **NONWAIVER**

No failure or waiver or successive failures or waivers on the part of either party in the enforcement of any condition, covenant, or article of this Contract shall operate as a discharge of

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any such condition, covenant, or article nor render the same invalid, nor impair the right of either party to enforce the same in the event of any subsequent breaches by the other party.

40. SALES TAX EXEMPT

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

41. UTAH ANTI-BOYCOTT OF ISRAEL ACT

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

42. SURVIVAL

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

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

UTAH TRANSIT AUTHORITY:

By_____

By_____

By DocuSigned by: Mike Bell 70E33A415BA44F6... 6/3/2024

UTA Legal Counsel

CONTRACTOR:

By DocuSigned by: Keith Brown AB50B8E5DC89443... 6/3/2024

Name Keith Brown

Title Manager

By_____

Name_____

Title_____

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EXHIBIT A
SCOPE OF WORK

Contractor(s) to provide maintenance both scheduled and emergency to our Rideshare/Vanpool fleet. Most of UTA's fleet has fewer than 125,000 miles and the majority of the work is preventative Maintenance including, Oil changes, tires, inspections and emissions testing, brakes, shocks, AC work, alignments and PM inspections.
UTA requires preventative maintenance services on approximately 525 Rideshare/Vanpool Vehicles.
UTA reserves the right to adjust vehicle makes, models, and volumes as UTA's requirements increase or decrease during the term of the contract period. UTA shall provide Contractors with UTAH TRANSIT AUTHORITY RIDESHARE/VANPOOL PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST for vehicles requiring service under this RFP.

Contractor(s) will provide Preventative Maintenance Services in accordance with the Service Intervals and Services as defined for each vehicle Make and Model as shown in the below UTA Maintenance Inspection Checklists.
UTA currently has approximately 525 rideshare/vanpool vehicles.
30 Loaner vans
65 release vehicles
430 Active Vans

The Fleet currently consists of the following vehicle Makes and Models:
~ 179 Chevrolet 3500 and 2500 passenger vans
~ 9 Ford E-350 Economize vans
~ 1 Ford Transit passenger vans
~336 Toyota Sienna vans

Contractor(s) Responsibilities

Overall responsibilities of the successful firm will include the following:

(a) Fast and efficient work on Rideshare/Vanpool vehicles.
(b) Collaborate effectively with designated UTA personnel.
(c) Provide sufficient staffing to ensure timely service of repairs or maintenance.
(d) Grade A Customer Service ensuring courteous service to both UTA personnel and fleet users.
(e) Uphold UTA's safety standards and all OSHA requirements.
(f) Must have a warranty program. Please include in your technical proposal.
(g) Contractor(s) will be responsible for maintaining complete vehicle maintenance records. including warranty work on all vehicles worked on by contractor and records shall be available to UTA upon request.
(h) Parts used must be OEM or equivalent.
(i) Schedule and shuttle vans to warranty dealers for service as needed.

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(j) UTA may provide 1 to 5 loaner vehicles to the contractor(s) to use by the vanpool operators. when a vehicle is dropped off for major service. Contractor(s) will maintain a safe parking. location and will be responsible for the keys to the loaners and ensure that only UTA authorized operator uses the equipment. A loaner Van shall only be released after authorization from UTA personnel. All loaners are to be returned to contractor's care in a clean condition with a full tank of fuel. Contractor(s) will be expected to monitor the condition of loaners and report to UTA any issues.

(k) Contractor(s) must obtain authorization from UTA personnel before proceeding with any repair.

(l) Provide diagnostic supporting evidence, state inspection and emission paperwork, vehicle history, warranty data, mileage thresholds, etc. to support recommended service and repairs.

(m) Perform and complete services compliant to UTA Maintenance inspection checklists. Same day as completion of repairs. (See Samples below for Checklist)

(n) Once work is completed contractor will notify UTA of completion so they can coordinate pick up with the vehicle's operator.

(o) Have an invoice system capable of including the UTA vehicle number, the contract number, and contracted price.

(p) Always returning vehicle in same or better condition of cleanliness than when received. Taking steps to ensure no materials are left in vehicles as a result of the service. Taking all reasonable steps to safeguard vehicles and shall accept all liability in the event that a UTA vehicle sustains damage while in the care and custody of contractor.

Service Area Locations:

Areas of service needed
Salt Lake County: Salt Lake City South Salt Lake City West Valley Riverton Sandy Draper West Jordan
Weber County: Ogden Layton Clearfield Roy Brigham City Logan Tremonton
South Utah County: Spanish Fork Payson

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Toole County: Toole Grantsville
North Utah County: Lehi American Fork Orem Provo
Special Service Areas: Cedar City Park City

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UTA Maintenance Inspection Checklists:

UTAH TRANSIT AUTHORITY RIDESHARE/VAN-POOL CHEVROLET PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed… Using As Labeled: "√ " = Okay - Item checked is ready for service; "**X**" = Adjust – Item checked has been replaced and is ready for service: "**0**"= Repairs needed – Any items requiring repair.

"E" Service Inspection
(5,000 Miles or Six-Months Whichever comes first)

___01. Change Engine Oil & Replace Oil Filter **(OEM or equivalent)**
___02. Fill & Check Engine Oil Fluid
___03. Lubricate ALL Chassis & Steering Linkages (Ball Joints, Steering Linkage Equipped with zerk fittings)
___04. **Rotate & Inspect Tires for Wear**
___05. Check ALL Lug Nuts (Torque to OEM specification)
___06. **Check and Record Tire Pressure *(Including Spare)***
___07. Check & "top Off" Listed Fluids using OEM Recommended fluids
___08. Brake Fluid: **(If low, contact UTA)**
___09. Coolant Level
___10. Coolant Protection Level: _____◦F
___11. Automatic Transmission Fluid
___12. Power Steering Fluid
___13. Windshield Washer Fluid
___14. Differential Fluid Level: "SAE 75W-90 "Synthetic"
___15. Safety Equipment Checks: Horn & Seat Belts
___16. Check Instruments & Dash Lights for Operation
___17. Check Heating & A/C Operations, Switches & Temperature Controls
___18. Check: Exterior Lights, Turn Signal & 4 Way Hazards Warning Lights
___19. Check Wiper Operation & Blade Condition
___20. Check Washer Operation & Spray Patterns
___21. Check Battery terminlas & Charging Voltage, Voltage Reading: _____
___22. Inspect Engine Air Filter Element (Replace as necessary)
___23. Inspect Serpentine / Accessory Belts
___24. Inspect Engine/Transmission & Differential for leaks
___25. Inspect All Coolant Hoses for Leaks and Wear
___26. Parking Brake Operation
___27. **Check and record Lining/Pad Wear**
___28. Caliper Condition
___29. Rotor Condition
___30. Brake Hoses & Lines for Leaks
___31. Inspect Driveline & U-Joints for Wear
___32. Check Exhaust System for Leaks or Broken Hangers
___33. Inspect Suspension, Steering, Torsion Bars, Shocks for Wear
___34. Inspect Fuel System for Leaks
___35. Lubricate all door locks (WD-40 spray)

75,000 Mile "D" Service Inspection
(Also Includes "E" Service)

___36. Replace Serpentine Belt / Accessory Belts (as required)
___37. Inspect Evaporative control system
___38. Change Transmission Fluid & Filter

100,000 Mile "C" Service Inspection
(Also Includes "E" service)

___39. Tune up/Replace Spark Plugs
___40. Change Rear Differential Fluid Using "SAE 75W-90 Synthetic Oil"
___41. Inspect Evaporative control system
___42. Flush cooling system (Replace with OEM recommended fluid)

Please record Tire Pressure, Tread depth and brake pad measurement at every maintenance service.

Tire Pressure	***Tread depth***
LF_____RF_____	LF_____RF_____
LR_____RR_____	LR_____RR_____

Brake pad measurement

LF_____RF_____ LR_____RR_____

Important!!!
Is there a current **registration and insurance card** in the van YES ☐ NO ☐

If "NO" please notify UTA Vanpool Maintenance Representative

UPDATE MAINTENANCE REMINDER STICKER TO 5,000 MILES OR EVERY SIX-MONTHS

Updated 2/9/17

Chevrolet

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UTAH TRANSIT AUTHORITY RIDESHARE/VANPOOL FORD PREVENTATIVE MAINTENANCE INSPECTION LIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF THE VIN:	
CONTRACTOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed. Using As Labeled: √ = Okay – Item checked is ready for service; **X** = Adjust – Item checked has been replaced and is ready for service. **0** = Repairs needed – Any items requiring repair

"E" Service Inspection
(5,000 Miles or Six-Months whichever comes first)

___01. Change Engine Oil & Replace Oil Filter **(OEM or equivalent)**
___02. Fill & Check Engine Oil Fluid
___03. Lubricate ALL Chassis & Steering Linkages (Ball Joints, Steering Linkage Equipped with zerk fittings)
___04. **Rotate & Inspect Tires for Wear**
___05 Check ALL Lug Nuts (Torque to OEM specifications.)
___06. **Check and record tire Pressure *(Including Spare)***
___07. Check & top Off Listed Fluids & Levels using OEM recommended fluids
___08. Brake Fluid: ***(If low, notify UTA)***
___09. Coolant Level
___10. Coolant Protection Level: _____◦F
___11. Automatic Transmission Fluid
___12. Power Steering Fluid
___13. Windshield Washer Fluid
___14. Differential Fluid Level: SAE 75W-140 Synthetic
___15. Check Heating & A/C Operations, Switches & Temperature Controls
___16. Check Instruments & Dash Lights for Operation
___17. Safety Equipment Checks: Horn & Seat Belts
___18. Check: Exterior Lights, Turn Signal & 4 Way Hazards Warning Lights
___19. Check Wiper Operation & Blade Condition
___20. Check Washer Operation & Spray Patterns
___21. Check Battery terminals & Charging Voltage, Voltage Reading_____
___22. Inspect Engine Air Filter Element (Replace as necessary)
___23. Inspect Serpentine / Accessory Belts
___24. Inspect Engine/Transmission & Differential for leaks
___25. Inspect Fuel System for Lea ks
___26. Inspect All Coolant Hoses for Leaks and Wear
___27. Parking Brake Operation
___28. **Check and record Brake Lining/Pad Wear**
___29. Caliper Condition
___30. Rotor Condition
___31. Brake Hoses & Lines for cracks or Leaks
___32. Inspect Driveline & U-Joints for Wear
___33. Check Exhaust System for Leaks or Broken Hangers
___34. Inspect Suspension, Steering, Torsion Bars, Shocks for Wear
___35. Lubricate door locks (WD-40 Spray)

30,000 MILE "D" Service Inspection
(Also Includes "E" Service)

___39. Replace fuel filter (if applicable)

60,000 MILE "C" Service Inspection
(Also Includes "D" and "E" services)

___40. Change transmission fluid and filter
___41. Replace Serpentine Belt / Accessory Belts (as required)

90,000 MILE "B" Service Inspection
(Also Includes "D" and "E" Services)

___42. Replace Spark Plugs

___43. Change Rear Differential Fluid Using SAE 75W-140 Synthetic
___44. Replace coolant (as per OEM specs)

Please record Tire Pressure, Tread depth and brake pad measurement at every maintenance service.

Tire Pressure	*Tread depth*
LF_____RF_____	LF_____RF_____
LR_____RR_____	LR_____RR_____

Brake pad measurement

LF_____RF_____ LR_____RR_____

Important!!!
Is there a current **registration and insurance card** in the van YES ☐ NO ☐

If "NO" please notify UTA Vanpool Maintenance Representativ

UPDATE MAINTENANCE REMINDER STICKER TO 5,000 MILES OR EVERY SIX-MONTHS

Updated 2/8/17

FOR

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UTAH TRANSIT AUTHORITY RIDESHARE/VAN-POOL FORD TRANSIT PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
VENDOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed... Using As Labeled:

"V "= Okay - Item checked is ready for service.
"X" = Adjust – Item checked has been replaced and is ready for service:
"0" = Repairs needed – Any items requiring repair.

UPDATE MAINTENANCE REMINDER STICKER TO 7,500 MILES OR EVERY EIGHT-MONTHS

"E" Service Inspection (No Oil Change)
(7,500 Miles or Eight-Months whichever comes first)

___01. Change Engine Oil, Replace Oil Filter & Reset Oil-Life Monitor ***(Use Only OEM Recommended Oil & Filter***
___02. Lubricate All Chassis & Steering Linkages as Required
___03. **Rotate & Inspect Tires for Wear**
___04. Check All Lug Nuts (Torque to OEM specification)
___05. **Check & Record Tire Pressure *(Including Spare)***
___06. Brake Fluid: ***(If Low Contact UTA)***
___07. Check & "Top Off" All Fluids Using OEM Recommended Fluids
___08. Coolant Level
___09. Transmission Fluid Level ***(If equipped w/dipstick)***
___10. Power Steering Fluid Level
___11. Windshield Washer Fluid Level
___12. Safety Equipment Checks: Horn & Seat Belts
___13. Check Instruments & Dash Lights for Operation
___14. Check Heating & A/C Operations, Switches & Temperature Controls
___15. Check Exterior Lights, Turn Signal & 4 Way Hazard Warning Lights
___16. Check Wiper Operation & Blade Condition
___17. Check Washer Operation & Spray Patterns
___18. Check Battery terminals & Charging Voltage, Voltage Reading: _____
___19. Inspect Engine Air Filter Element (replace as necessary)
___20. Inspect Serpentine / Accessory Belts
___21. Inspect Engine/Transmission & Differential leaks
___22. Parking Brake Operation
___23. **Inspect and record brake pads/linings wear**
___24. Caliper Condition
___25. Rotor Condition
___26. Check Brake Hoses & Lines for Damage & Leaks
___27. Inspect Driveline & U-Joints for Wear
___28. Check Exhaust System for Leaks or Broken Hangers
___29. Inspect Suspension, Steering, Shocks, CV axles and boots
___30. Inspect Fuel System for Leaks
___31. Inspect All Coolant Hoses for Leaks and Wear

30,000 Mile "D" Service Inspection
(Also includes "E" service)

___32. Replace Cabin Air Filter
___33. Inspect & Tighten Driveshaft Bolts
___34. Check Differential Fluid Level (Motorcraft Premium SAE 75W-85 Synthetic Hypoid Gear Oil)

60,000 Mile "C" Service Inspection
(Also includes "D" and "E" services)

___35. Replace Serpentine/Accessory Belt as Required

90,000 Mile "B" Service Inspection
(Also includes "D" and "E" services)

___36. Change & Flush Cooling System "Use OEM or Equivalent"

120,000 Mile "A" Service Inspection
(Also includes "C", "D" and "E" services)

___37. Change Automatic Transmission Fluid & Filter
___38. Change Rear Axle Fluid
___39. Replace Sparkplugs

Please record Tire Pressure, Tread depth and brake measurements at every maintenance service.

Tire Pressure	*Tread depth*
LF _____ RF_____	LF _____ RF_____
LR _____ RR_____	LR _____ RR_____

Brake pad measurement

LF _____ RF_____ LR _____ RR_____

Important!!!

Is there a current **registration and insurance card**?
YES ☐ NO ☐

If "NO" please notify UTA Vanpool Maintenance

Updated 1/10/2023 RR

DO NOT REMOVE FROM BUS

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UTAH TRANSIT AUTHORITY

RIDESHARE/VANPOOL TOYOTA SIENNA (HYBRID) PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST

VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
VENDOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed… Using As Labeled: "√ "= Okay - Item checked is ready for service; "**X**" = Adjust – Item checked has been replaced and is ready for service: "**0**" = Repairs needed – Any items requiring repair.

Is there a current **registration and insurance card** in the van? YES ☐ NO ☐

If "NO", then please notify UTA Vanpool Maintenance Representative

"E" Service inspection (Items 1-28)
(7,500 Miles or every Eight-Months whichever comes first)

___01. **Replace engine oil & filter** – *4.8 Qts w/filter*
Use Toyota Genuine Motor Oil SAE 0W-16
___02. **Replace aluminum crush ring on oil drain plug**
Toyota PN# 9043012031
___03. **Reset MIL Lamp** – *Located in IP cluster settings*
___04. **Inspect engine air filter element** -*Toyota PN# 17801F0020*
Replace 30K air filter only if necessary.
___05. Check Horn
___06. Check parking brake operation. Does it hold the van?
___07. Check instruments & dash lights for operation
___08. Check heating & A/C operation, switches & temperature controls
___09. Check exterior lights, turn signal & 4-way hazard warning lights
___10. Check washer operation & spray patterns
___11. Check wiper operation & blade condition
___12. Check & clean carpet. Vacuum out battery cooling air filter under driver's seat left side. *DO NOT USE SHOP AIR!*
___13. Check brake fluid level -- **(If low contact UTA)**
___14. Check engine coolant level – if low check for leaks
Use "Toyota Super Long-Life Coolant"
___15. Check hybrid coolant level – if low check for leaks
Use "Toyota Super Long-Life Coolant"
___16. Check windshield washer fluid level
___17. Check AUX battery terminals & charging voltage,
Voltage Reading: _____ -- *Read note at the end*
___18. Inspect all engine hoses and lines for leaks and damage
___19. Inspect air intake & ducts for leaks and secure all clamps
___20. Inspect engine, trans & differential for oil leaks
___21. **Rotate & Inspect Tires for Wear - P235/65R17 103T**
___22. Torque all wheel lug nuts to 76 ft/lbs.

Record Tire Pressure, Tread depth and brake measurements at every maintenance service

Tire Pressure - 35 PSI Front & Rear **Tread depth**

LF_____ RF_____ LF_____ RF_____

LR_____ RR_____ LR_____ RR_____

___23. Check exhaust system for leaks or broken hangers
___24. Inspect suspension, steering, shocks, CV axles and boots
___25. Check brake caliper condition
___26. Check brake rotor condition
___27. Check brake hoses & lines for leaks
___28. **Inspect and record brake pads/linings wear**

LF_____ RF_____ LR_____ RR_____

Every 30,000 Miles - "D" Service Inspection
(Also Includes "E" services – Items 1-28)

___29. Check cabin air filter – Replace only if necessary
Toyota PN# 8713958010
___30. Replace engine air filter element -- *Toyota PN# 17801F0020*
Use a paint pen to record the mileage on the air filter cover.
___31. Check & record coolant freeze point:
Coolant reading _____ °F

Every 60,000 Miles - "C" Service Inspection
(Also Includes "D" and "E" services – Items 1-31)

Use "Toyota ATF WS" oil for hybrid trans & differential ONLY.
Do not overfill oil level as per Toyota Service Information

___32. Change hybrid transmission oil –
Use "Toyota ATF WS" fluid only
___33. Replace transmission drain plug gasket –
Toyota PN# 90430A0003
___34. Change differential oil -- *Use "Toyota ATF WS" fluid only*

Every 90,000 Mile "B" Service Inspection
(Also Includes "D" and "E" services – Items 1-31)

___35. Change and Flush Cooling System
Use "Toyota Super Long-Life Coolant" or equivalent

Every 120,000 Miles - "A" Service Inspection
(Also Includes "C", "D", and "E" services – Items 1-34)

___36. Replace spark plugs – *Denso FC16HR-Q8 (Gap 0.031 in.)*
Use only iridium-tipped spark plugs. Do not adjust spark plug gap.

For vehicle spec's reference the Toyota Sienna 2022 Owner's Manual

Note: *As per "Owner's Manual", disconnect the ground cable if you will be recharging the AUX battery.*

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UTAH TRANSITAUTHORITY RIDESHARE/VAN-POOL TOYOTA SIENNA (NON-HYBRID) PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
VENDOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed… Using As Labeled: "√ "= Okay - Item checked is ready for service; "**X**" = Adjust – Item checked has been replaced and is ready for service: "**0**" = Repairs needed – Any items requiring repair.

"E" Service Inspection (7,500 Miles or Eight-Months whichever comes first)

___01. **Change Engine Oil & Replace Oil Filter**
___02. Lubricate all Chassis & Steering Linkages as required
___03 **Rotate & Inspect Tires for Wear**
___04. Check ALL Lug Nuts (Torque to OEM specification)
___05. **Check and record Tire Pressure** ***(Including Spare)***
___06. Brake Fluid: **(If low contact UTA)**
___07. Check & "top off" all fluids using OEM recommended fluids
___08. Coolant Level
___09. Automatic Transmission Fluid
___10. Power Steering Fluid
___11. Windshield Washer Fluid
___12. Safety Equipment Checks: Horn & Seat Belts
___13. Check Instruments & Dash Lights for Operation
___14. Check Heating & A/C Operations, Switches & Temperature Controls
___15. Check Exterior Lights, Turn Signal & 4 Way Hazard Warning Lights
___16. Check Wiper Operation & Blade Condition
___17. Check Washer Operation & Spray Patterns
___18. Check Battery terminals & Charging Voltage
Voltage Reading: _____
___19. Inspect Engine Air Filter Element (replace as necessary)
___20. Inspect Serpentine / Accessory Belts
___21. Inspect Engine/Transmission & Differential leaks
___22. Parking Brake Operation
___23. **Inspect and record brake pads/linings wear**
___24. Caliper Condition
___25. Rotor Condition
___26. Brake Hoses & Lines for Leaks
___27. Inspect Driveline & U-Joints for Wear
___28. Check Exhaust System for Leaks or Broken Hangers
___29. Inspect Suspension, Steering, Shocks, and CV axles and boots
___30. Inspect Fuel System for Leaks
___31. Inspect All Coolant Hoses for Leaks and Wear

30,000 Mile "D" Service Inspection
(Also include "E" service)

_____32. Replace cabin air filter
___33 Inspect and tighten driveshaft bolts
___34. Check differential fluid level (Hypoid gear oil API GL-5)

60,000 Mile "C" Service Inspection
(Also includes "D" & "E" services)

___35. Replace Serpentine/accessory belt as required

90,000 Mile "B" Service Inspection
(Also includes "D" & "E" services)

___36. Change & Flush Cooling System "use OEM or equivalent"

120,000 Mile "A" Service Inspection
(Also includes "C", "D", & "E" services)

___37. Replace sparkplugs

Please record Tire Pressure, Tread depth and brake measurements at every maintenance service.

Tire Pressure	***Tread depth***
LF_____RF_____	LF_____RF_____
LR_____RR_____	LR_____RR_____

Brake pad measurement

LF_____RF_____ LR_____RR_____

Important!!!
Is there a current **registration and insurance card?**
YES NO

If "NO" please notify UTA Vanpool Maintenance Representative

UPDATE MAINTENANCE REMINDER STICKER TO 7,500 MILES OR EVERY Eight-MONTHS

Updated 12/10/22

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UTAH TRANSIT AUTHORITY RIDESHARE/VAN-POOL 2010 ONLY TOYOTA SIENNA PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
VENDOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed... Using As Labeled: "√" = Okay - Item checked is ready for service; "**X**" = Adjust – Item checked has been replaced and is ready for service: "**0**"= Repairs needed – Any items requiring repair.

"E" Service inspection
(5,000 Miles or every Six-Months whichever comes first)

___01. Change Engine Oil & Replace Oil Filter **(OEM or equivalent)**
___02. Fill & Check Engine Oil Fluid
___03. Lubricate ALL Chassis & Steering Linkages as required
___04. **Rotate & Inspect Tires for Wear**
___05. Check ALL Lug Nuts (Torque to OEM specification)
___06. **Check and record Tire Pressure *(Including Spare)***
___07. Check & "top off" all fluids using OEM recommended fluids
___08. Brake Fluid: **(If low contact UTA)**
___09. Coolant Level
___10. Automatic Transmission Fluid
___11. Power Steering Fluid
___12. Windshield Washer Fluid
___13. Safety Equipment Checks: Horn & Seat Belts
___14. Check Instruments & Dash Lights for Operation
___15. Check Heating & A/C Operations, Switches & Temperature Controls
___16. Check Exterior Lights, Turn Signal & 4 Way Hazard Warning Lights
___17. Check Wiper Operation & Blade Condition
___18. Check Washer Operation & Spray Patterns
___19. Check Battery terminals & Charging Voltage, Voltage Reading:_____
___20. Inspect Engine Air Filter Element (replace as necessary)
___21. Inspect Serpentine / Accessory Belts
___22. Inspect Engine/Transmission & Differential for leaks
___23. Parking Brake Operation
___24. **Inspect and record brake pads/linings wear**
___25. Caliper Condition
___26. Rotor Condition
___27. Brake Hoses & Lines for Leaks
___28. Inspect Driveline & U-Joints for Wear
___29. Check Exhaust System for Leaks or Broken Hangers
___30. Inspect Suspension, Steering, Shocks, and CV axles and boots
___31. Inspect Fuel System for Leaks
___32. Inspect All Coolant Hoses for Leaks and Wear

30,000 Mile"D" Service Inspection
(Also Includes "E" service)

___33.Replace cabin air filter
___34 Inspect and tighten driveshaft bolts
___35.Check differential fluid level (Hypoid gear oil API GL-5)

60,000 Mile "C" Service Inspection
(Also Includes "D" and "E" services)

___36.Replace Serpentine/accessory belt as required

90,000 Mile "B" Service Inspection
(Also Includes "D" and "E" services)

___37.Change & Flush Cooling System "use OEM or equivalent"

120,000 Mile "A" Service Inspection
(Also Includes "C", "D", and "E" services)

___38. Replace Spark plugs

Please record Tire Pressure, Tread depth and brake measurements at every maintenance service.

Tire Pressure	*Tread depth*
LF_____RF_____	LF_____RF_____
LR_____RR_____	LR_____RR_____

Brake pad measurement

LF_____RF_____ LR_____RR_____

Important!!!
Is there a current **registration and insurance card** in the van YES ☐ NO ☐

If "NO" please notify UTA Vanpool Maintenance Representativ

UPDATE MAINTENANCE REMINDER STICKER TO 5,000 MILES OR EVERY SIX-MONTHS

Updated 2/8/17

Toyota

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EXHIBIT B

PRICE

1. **Total Not-To-Exceed Amount:** The total aggregate amount payable by UTA under this contract, collectively for all contractors in the contractor pool is **Not To Exceed (NTE) $1,895,713.00 over the five (5) year term.** This total NTE amount shall decrease with each payment to a Consultant within the Pool. The Total Not-To-Exceed Amount shall be allocated among the contractors in the pool based on the actual services rendered.

2. **Payment Terms:** UTA to pay with Credit Card (P-Card) for transactions less than $5000.00, otherwise payment shall be Invoiced Net30 after the Services have been performed. No additional fees or charges will be charged because of the use of a purchasing card. UTA currently uses the VISA Card Purchasing Card from US Bank.

PRICE SCHEDULE

		bmlc investments dba Tire World PRICING DETAL FOR THIS RFP															
		Year 1 (2024-2025)			Year 2 (2025-2026)			Year 3 (2026-2027)			Year 4 (2027-2028)			Year 5 (2028-2029)			
ITEM#	PRODUCT SERVICE ITEM	Service List Price	% Discount	UTA Price	Service List Price	% Discount	UTA Price	Service List Price	% Discount	UTA Price	Service List Price	% Discount	UTA Price	Service List Price	% Discount	UTA Price	REMARKS / COMMENTS
1	Chevrolet PM "E" 5,000 mile Service Inspection	$ 92.42	0%	$ 92.42	$ 92.42	0%	$ 92.42	$ 94.73	0%	$ 94.73	$ 96.58	0%	$ 96.58	$ 98.89	0%	$ 98.89	
2	Chevrolet PM "D" 75,000 mile Service Inspection	$ 926.33	10%	$ 833.68	$ 926.33	10%	$ 833.68	$ 949.49	10%	$ 854.54	$ 968.01	10%	$ 871.21	$ 991.17	10%	$ 892.06	
3	Chevrolet PM "C" 100,000 mile Service Inspection	$ 1,265.67	10%	$ 1,139.10	$ 1,265.67	10%	$ 1,139.10	$ 1,297.31	10%	$ 1,167.58	$ 1,322.63	10%	$ 1,190.36	$ 1,354.27	10%	$ 1,218.84	
4	Ford PM "E" 5,000 mile Service Inspection	$ 92.42	0%	$ 92.42	$ 92.42		$ 92.42	$ 94.73	0%	$ 94.73	$ 96.58	0%	$ 96.58	$ 98.89	0%	$ 98.89	
5	Ford PM "D" 30,000 mile Service Inspection	$ 197.41	10%	$ 177.66	$ 197.41	10%	$ 177.66	$ 202.35	10%	$ 182.11	$ 206.29	10%	$ 185.66	$ 211.23	10%	$ 190.11	
6	Ford PM "C" 60,000 mile Service Inspection	$ 699.34	10%	$ 629.40	$ 699.34	10%	$ 629.40	$ 716.82	10%	$ 645.14	$ 730.81	10%	$ 657.73	$ 748.79	10%	$ 673.46	
7	Ford PM "B" 90,000 mile Service Inspection	$ 1,624.32	10%	$ 1,461.88	$ 1,624.32	10%	$ 1,461.88	$ 1,664.93	10%	$ 1,498.44	$ 1,697.41	10%	$ 1,527.67	$ 1,738.02	10%	$ 1,564.22	
8	2017 and Newer Ford Transit PM "E" 7,500 mile Service Inspection	$ 102.18	0%	$ 102.18	$ 102.18	0%	$ 102.18	$ 104.73	0%	$ 104.73	$ 106.78	0%	$ 106.78	$ 109.33	0%	$ 109.33	
9	2017 and Newer Ford Transit PM "D" 30,000 mile Service Inspection	$ 319.35	10%	$ 287.41	$ 319.35	10%	$ 287.41	$ 327.33	10%	$ 294.60	$ 333.72	10%	$ 300.35	$ 341.70	10%	$ 307.53	
10	2017 and Newer Ford Transit PM "C" 60,000 mile Service Inspection	$ 557.33	10%	$ 501.59	$ 557.33	10%	$ 501.59	$ 571.26	10%	$ 514.14	$ 582.41	10%	$ 524.17	$ 596.34	10%	$ 536.71	
11	2017 and Newer Ford Transit PM "B" 90,000 mile Service Inspection	$ 593.74	10%	$ 534.36	$ 593.74	10%	$ 534.36	$ 608.58	10%	$ 547.73	$ 620.46	10%	$ 558.41	$ 635.30	10%	$ 571.77	
12	2017 and Newer Ford Transit PM "A" 120,000 mile Service Inspection	$ 2,443.10	10%	$ 2,198.79	$ 2,443.10	10%	$ 2,198.79	$ 2,504.18	10%	$ 2,253.76	$ 2,553.04	10%	$ 2,297.74	$ 2,614.12	10%	$ 2,352.71	
13	Toyota Hybrid Sienna PM "E" 7,500 mile Service Inspection	$ 109.34	0%	$ 109.34	$ 109.34	0%	$ 109.34	$ 112.07	0%	$ 112.07	$ 114.26	0%	$ 114.26	$ 116.99	0%	$ 116.99	
14	Toyota Hybrid Sienna PM "D" 30,000 mile Service Inspection	$ 240.32	10%	$ 216.28	$ 240.32	10%	$ 216.28	$ 246.33	10%	$ 221.70	$ 251.13	10%	$ 226.02	$ 257.14	10%	$ 231.43	
15	Toyota Hybrid Sienna PM "C" 60,000 mile Service Inspection	$ 473.25	10%	$ 425.92	$ 473.25	10%	$ 425.92	$ 485.08	10%	$ 436.57	$ 494.55	10%	$ 445.09	$ 506.38	10%	$ 455.74	
16	Toyota Hybrid Sienna PM "B" 90,000 mile Service Inspection	$ 502.73	10%	$ 452.45	$ 502.73	10%	$ 452.45	$ 515.30	10%	$ 463.77	$ 525.35	10%	$ 472.82	$ 537.92	10%	$ 484.13	
17	Toyota Hybrid Sienna PM "A" 120,000 mile Service Inspection	$ 742.21	10%	$ 667.98	$ 742.21	10%	$ 667.98	$ 760.77	10%	$ 684.69	$ 775.61	10%	$ 698.05	$ 794.16	10%	$ 714.75	
20	Toyota Non-Hybrid Sienna PM "E" 7,500 mile Service Inspection	$ 117.16	0%	$ 117.16	$ 117.16	0%	$ 117.16	$ 120.09	0%	$ 120.09	$ 122.43	0%	$ 122.43	$ 125.36	0%	$ 125.36	
22	Toyota Non-Hybrid Sienna PM "D" 30,000 mile Service Inspection	$ 226.09	10%	$ 203.48	$ 226.09	10%	$ 203.48	$ 231.74	10%	$ 208.57	$ 236.26	10%	$ 212.64	$ 241.92	10%	$ 217.72	
23	Toyota Non-Hybrid Sienna PM "C" 60,000 mile Service Inspection	$ 449.13	10%	$ 404.21	$ 449.13	10%	$ 404.21	$ 460.36	10%	$ 414.32	$ 469.34	10%	$ 422.41	$ 480.57	10%	$ 432.51	
24	Toyota Non-Hybrid Sienna PM "B" 90,000 miles Service Inspection	$ 488.56	10%	$ 439.70	$ 488.56	10%	$ 439.70	$ 500.77	10%	$ 450.70	$ 510.55	10%	$ 459.49	$ 522.76	10%	$ 470.48	
25	Toyota Non-Hybrid Sienna PM "A" 120,000 miles Service Inspection	$ 1,405.27	10%	$ 1,264.74	$ 1,405.27	10%	$ 1,264.74	$ 1,440.40	10%	$ 1,296.36	$ 1,468.51	10%	$ 1,321.66	$ 1,503.64	10%	$ 1,353.28	
26	Toyota 2010 only PM "E" 5000 mile Service Inspection	$ 117.16	0%	$ 117.16	$ 117.16	10%	$ 117.16	$ 120.09	10%	$ 120.09	$ 122.43	10%	$ 122.43	$ 125.36	0%	$ 125.36	
27	Toyota 2010 PM "D" 30,000 mile Service Inspection	$ 226.09	10%	$ 203.48	$ 226.09	10%	$ 203.48	$ 231.74	10%	$ 208.57	$ 236.26	10%	$ 212.64	$ 241.92	10%	$ 217.72	
28	Toyota 2010 PM "C" 60,000 mile Service Inspection	$ 205.99	10%	$ 185.39	$ 205.99	10%	$ 185.39	$ 211.14	10%	$ 190.03	$ 215.26	10%	$ 193.73	$ 220.41	10%	$ 198.37	
29	Toyota 2010 PM "B" 90,000 mile Service Inspection	$ 488.56	10%	$ 439.70	$ 488.56	10%	$ 439.70	$ 500.77	10%	$ 450.70	$ 510.55	10%	$ 459.49	$ 522.76	10%	$ 470.48	
30	Toyota 2010 PM "A" 120,000 Mile Service Inspection	$ 1,320.27	10%	$ 1,188.24	$ 1,320.27	10%	$ 1,188.24	$ 1,353.28	10%	$ 1,217.95	$ 1,379.68	10%	$ 1,241.71	$ 1,412.69	10%	$ 1,271.42	
31	Parts Price Discount (%) Offered		10%			10%			10%			10%			10%		

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/10/2024

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Patrick Preusser, Chief Operating Officer
PRESENTER(S):	Michael Goldman, Special Svc Program Manager

TITLE:

Contract: Rideshare/Vanpool Vehicle Preventative Maintenance Program (Utah Tire Holdings, DBA Hillside Tire and Service)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve award and authorize Executive Director to execute this contract and associated disbursements with Utah Tire Holdings (dba Hillside Tire & Service) in the not to exceed amount of $1,895,713.00 over five (5) years as one of 10 vendors in a Rideshare/Vanpool vehicle preventative maintenance service vendor pool.

BACKGROUND:
UTA requires a contract for vendor(s) to provide Vehicle Preventative Maintenance Service at regular service intervals to maintain the warranty and life expectancy of approximately 525 Rideshare/Vanpool Vehicles for various counties throughout Utah.

After conducting a Request for Proposal (RFP) solicitation, UTA received multiple proposals. After evaluation, UTA chose to proceed with a multiple award contract, creating a vendor pool of ten (10) vendors. Utah Tire Holdings (dba Hillside Tire & Service) was one of the ten (10) selected vendors with best overall value.

DISCUSSION:
UTA Staff is requesting approval of the contracts under the vendor pool for a total aggregate amount, collectively for all contractors in the vendor pool, not-to-exceed (NTE) $1,895,713.00 over a five (5) year period. The contracts will commence upon approval and will expire five (5) years form the commencement date. The contracts shall allow for P-Card purchases for service transactions less than $5000.00; otherwise payment shall be Invoiced Net30 after services have been performed. This payment method is required to

allow payment flexibility between UTA's vehicle operators and contracted service providers within the vendor pool.
Applicable Contracts: 24-038461BCM, 24-038462BCM, 24-038463BCM, 24-038464BCM 24-038465BCM, 24-038466BCM, 24-038467BCM, 24-038468BCM, 24-038469BCM, & 24-0384610BCM.
The contract values for each supplier shall not exceed the amounts as stated in this memo.

Actual cost will be tracked and managed by the Procurement Department.

CONTRACT SUMMARY:

Contractor Name:	Utah Tire Holdings dba Hillside Tire & Service
Contract Number:	24-038462BCM
Base Contract Effective Dates:	Upon approval thru August 5, 2029
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	NTE of $1,895,713.00 over 5 years for entire contract pool
Procurement Method:	RFP
Budget Authority:	Approved 2024 Operating Budget

ALTERNATIVES:
Without these service contracts, UTA risks not keeping our fleet in a state of good repair and incurring more expensive long-term vehicle maintenance costs.

FISCAL IMPACT:
The 2024 approved budget includes $145,834.00 for the Rideshare/Vanpool Vehicle Preventative Maintenance Pool. Projected funding $1,749,879.00 requests for future years 2025, 2026, 2027, 2028, and 2029 as listed below, based on 4% increase per year to account for inflation and minimal growth. The total 5-year Pool Not-To-Exceed (NTE) amount is $1,895,713.00. All funds will come from the Contract Services operating expense line item in the Department of Van Pool yearly budget 7900.50353.92.

2024 Budgeted Total: $145,834.00 (included in the Approved 2024 Operating Budget for Remaining 5 mos)
2025 Budget Request: $364.000.00 (12mos)
2026 Budget Request: $378,560.00 (12mos)
2027 Budget Request: $393,703.00 (12mos)
2028 budget Request: $409,450.00 (12mos)
2029 budget Request: $204,166.00 (7mos)

Expected 5-year spend: $1,895,713.00

ATTACHMENTS:
1) Contract

UTAH TRANSIT AUTHORITY

GOODS AND SERVICES SUPPLY AGREEMENT

UTA CONTRACT #24-038462BCM
Rideshare/Vanpool Maintenance Program

THIS GOODS AND NON-PROFESSIONAL SERVICES SUPPLY AGREEMENT ("Contract") is entered into and made effective as of the date of last signature below. ("Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and Utah Tire Holdings dba Hillside Tire & Service, a Limited Liability Company located at 10651 South Auto Mall Drive, Sandy, UT 84070 (the "Contractor").

RECITALS

WHEREAS, on May 03, 2024, UTA received competitive proposals to provide Vehicle Preventative Maintenance Service on approximately 525 Rideshare/Vanpool Vehicles for various counties throughout Utah. and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation (the "Goods and Services") according to the terms, conditions and specifications prepared by UTA in 24-03846BCM (the "RFP"); and

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

WHEREAS, the Response and Proposal to RFP 24-03846BCM dated April 30, 2024, submitted by the Contractor in response to the RFP ("Contractor's Proposal) was deemed to be advantageous to UTA; and

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

AGREEMENT

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

1. GOOD AND SERVICES TO BE PROVIDED BY CONTRACTOR

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

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Contractor is one of several awardees within a contractor pool. Each member of the pool receiving a contract shall have a fair opportunity to provide these Goods and/or Services to UTA for consideration. If a Contractor is selected, it shall receive the fixed price rate as described in Exhibit B.

2. **TERM** This Contract will commence upon the last signature date page (pg#19) and will continue for a period of five (5) years expiring approximately August 5, 2029. The 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 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 Goods have been delivered and the Services have been performed. In no event shall advance payments be made.

Allocation of Total Not-To-Exceed Amount: The total aggregate amount payable by UTA under this contract, collectively for all contractors in the pool, shall Not-To-Exceed (NTE) $1,895,713.00. This Contract will be based on the Fixed Price Rates as described in Exhibit B. The Total Not-To-Exceed Amount shall be allocated among the contractors in the contractor pool based on the actual services rendered. Each contractor's billing rates will be applied as applicable.

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

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

5. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

1. UTA Contract including all attachments
2. UTA Terms and Conditions

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3. UTA Solicitation Terms
4. Contractor's Bid or Proposal including proposed terms or conditions

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

6. LAWS AND REGULATIONS

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

7. INSPECTION, DELIVERY AND TRANSFER OF TITLE

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

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

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

d. Contractor warrants that title to all Goods covered by an invoice for payment will pass to UTA no later than the time of payment. Contractor further warrants that upon submittal of an invoice for payment, all Goods and/or Services for which invoices for payment have been previously issued and payments received from UTA shall be free and clear of liens, claims, security interests or encumbrances in favor of Contractor or any

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subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided equipment, materials, and labor related to the equipment and/or work for which payment is being requested.

8. INVOICING PROCEDURES

a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:

   i. Contractor Name
   ii. Unique Invoice Number
   iii. PO Number
   iv. Invoice Date
   v. Detailed Description of Charges
   vi. Total Dollar Amount Due

b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to ap@rideuta.com . Invoices not submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department.

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

9. WARRANTY OF GOODS AND SERVICES

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

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

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c. At any time for a period of one (1) year from the date that all Goods have been delivered and all Services have been performed in accordance with the Contract, Contractor shall at its own expense promptly repair, replace and/or re-perform any Goods or Services that are defective or in any way fail to conform to the Contract requirements.

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

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

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

11. GENERAL INDEMNIFICATION

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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.

12. INSURANCE REQUIREMENTS

Standard Insurance Requirements

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

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

1. Commercial General Liability – Occurrence Form

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

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

   a. The policy shall be endorsed to include the following additional insured language:

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"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.

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

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

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

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

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

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

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

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

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

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

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

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but may be made by administrative action.

13. OTHER INDEMNITIES

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

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

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.

14. 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

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employees of UTA. Neither Contractor nor any of Contractor's employees shall be eligible for any workers compensation insurance, pension, health coverage, or fringe benefits which apply to UTA's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by UTA on behalf of Contractor or the employees of Contractor. Contractor acknowledges that it shall be solely responsible for payment of all payrolls, income and other taxes generally applicable to independent contractors.

15. **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).

16. **USE OF SUBCONTRACTORS**

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

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

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

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

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

17. **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 Goods and Services might affect UTA's Environmental Management Systems obligations. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a

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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. 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.

19. ENVIRONMENTAL RESPONSIBILITY

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

20. SUSPENSION OF WORK

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

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

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

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

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

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

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

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

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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:

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

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

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

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

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

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

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

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

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25. **PUBLIC INFORMATION.**

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

26. **PROJECT MANAGER**

UTA's Project Manager for the Contract is Michael Goldman, 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) 287-2065.

27. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Brent Miller, 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) 287-3009.

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	Utah Tire Holdings dba Hillside Tire & Service
ATTN: Brent Miller	Attn: Rich Warburton
669 West 200 South	10651 South Auto Mall Drive
Salt Lake City, UT 84101	Sandy, UT 84070
brmiller@rideuta.com	Rich@HillsideTire.com

b. Either party may change the address at which such party desires to receive written notice of

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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/Contractor's Project Manager	Five calendar days
UTA's Brent Miller/Contractor's Rich Warburton	Five calendar days
UTA's Ryan Taylor/Contractor's Mark Robinson	Five calendar days

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

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

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31. **GOVERNING LAW**

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

32. **COSTS AND ATTORNEY FEES**

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

33. **SEVERABILITY**

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

34. **AMENDMENTS**

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

35. **FORCE MAJEURE**

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

36. **NO THIRD-PARTY BENEFICIARIES**

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

37. **ENTIRE AGREEMENT**

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

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respect thereto.

38. **COUNTERPARTS**

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

39. **NONWAIVER**

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

40. **SALES TAX EXEMPT**

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

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

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

42. **SURVIVAL**

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

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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:

By_____

By_____

By DocuSigned by: Mike Bell 6/3/2024
70E33A415BA44F6...
UTA Legal Counsel

CONTRACTOR:

By DocuSigned by: Richard Warburton 6/3/2024
4D2180B33A604A8...

Name Richard Warburton

Title Pres

By_____

Name_____

Title_____

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EXHIBIT A
SCOPE OF WORK

Contractor(s) to provide maintenance both scheduled and emergency to our Rideshare/Vanpool fleet. Most of UTA's fleet has fewer than 125,000 miles and the majority of the work is preventative Maintenance including, Oil changes, tires, inspections and emissions testing, brakes, shocks, AC work, alignments and PM inspections.
UTA requires preventative maintenance services on approximately 525 Rideshare/Vanpool Vehicles.
UTA reserves the right to adjust vehicle makes, models, and volumes as UTA's requirements increase or decrease during the term of the contract period. UTA shall provide Contractors with UTAH TRANSIT AUTHORITY RIDESHARE/VANPOOL PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST for vehicles requiring service under this RFP.

Contractor(s) will provide Preventative Maintenance Services in accordance with the Service Intervals and Services as defined for each vehicle Make and Model as shown in the below UTA Maintenance Inspection Checklists.
UTA currently has approximately 525 rideshare/vanpool vehicles.
30 Loaner vans
65 release vehicles
430 Active Vans

The Fleet currently consists of the following vehicle Makes and Models:
~ 179 Chevrolet 3500 and 2500 passenger vans
~ 9 Ford E-350 Economize vans
~ 1 Ford Transit passenger vans
~336 Toyota Sienna vans

Contractor(s) Responsibilities

Overall responsibilities of the successful firm will include the following:

(a) Fast and efficient work on Rideshare/Vanpool vehicles.
(b) Collaborate effectively with designated UTA personnel.
(c) Provide sufficient staffing to ensure timely service of repairs or maintenance.
(d) Grade A Customer Service ensuring courteous service to both UTA personnel and fleet users.
(e) Uphold UTA's safety standards and all OSHA requirements.
(f) Must have a warranty program. Please include in your technical proposal.
(g) Contractor(s) will be responsible for maintaining complete vehicle maintenance records. including warranty work on all vehicles worked on by contractor and records shall be available to UTA upon request.

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(h) Parts used must be OEM or equivalent.
(i) Schedule and shuttle vans to warranty dealers for service as needed.
(j) UTA may provide 1 to 5 loaner vehicles to the contractor(s) to use by the vanpool operators. when a vehicle is dropped off for major service. Contractor(s) will maintain a safe parking. location and will be responsible for the keys to the loaners and ensure that only UTA authorized operator uses the equipment. A loaner Van shall only be released after authorization from UTA personnel. All loaners are to be returned to contractor's care in a clean condition with a full tank of fuel. Contractor(s) will be expected to monitor the condition of loaners and report to UTA any issues.
(k) Contractor(s) must obtain authorization from UTA personnel before proceeding with any repair.
(l) Provide diagnostic supporting evidence, state inspection and emission paperwork, vehicle history, warranty data, mileage thresholds, etc. to support recommended service and repairs.
(m) Perform and complete services compliant to UTA Maintenance inspection checklists. Same day as completion of repairs. (See Samples below for Checklist)
(n) Once work is completed contractor will notify UTA of completion so they can coordinate pick up with the vehicle's operator.
(o) Have an invoice system capable of including the UTA vehicle number, the contract number, and contracted price.
(p) Always returning vehicle in same or better condition of cleanliness than when received. Taking steps to ensure no materials are left in vehicles as a result of the service. Taking all reasonable steps to safeguard vehicles and shall accept all liability in the event that a UTA vehicle sustains damage while in the care and custody of contractor.

Service Area Locations:

Areas of service needed
Salt Lake County: Salt Lake City South Salt Lake City West Valley Riverton Sandy Draper West Jordan
Weber County: Ogden Layton Clearfield Roy Brigham City Logan Tremonton

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South Utah County: Spanish Fork Payson
Toole County: Toole Grantsville
North Utah County: Lehi American Fork Orem Provo
Special Service Areas: Cedar City Park City

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UTA Maintenance Inspection Checklists:

UTAH TRANSIT AUTHORITY RIDESHARE/VAN-POOL CHEVROLET PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed… Using As Labeled: "√ " = Okay - Item checked is ready for service; "**X**" = Adjust – Item checked has been replaced and is ready for service: "**0**"= Repairs needed – Any items requiring repair.

"E" Service Inspection
(5,000 Miles or Six-Months Whichever comes first)

___01. Change Engine Oil & Replace Oil Filter **(OEM or equivalent)**
___02. Fill & Check Engine Oil Fluid
___03. Lubricate ALL Chassis & Steering Linkages (Ball Joints, Steering Linkage Equipped with zerk fittings)
___04. **Rotate & Inspect Tires for Wear**
___05. Check ALL Lug Nuts (Torque to OEM specification)
___06. **Check and Record Tire Pressure *(Including Spare)***
___07. Check & "top Off" Listed Fluids using OEM Recommended fluids
___08. Brake Fluid: **(If low, contact UTA)**
___09. Coolant Level
___10. Coolant Protection Level: _____◦F
___11. Automatic Transmission Fluid
___12. Power Steering Fluid
___13. Windshield Washer Fluid
___14. Differential Fluid Level: "SAE 75W-90 "Synthetic"
___15. Safety Equipment Checks: Horn & Seat Belts
___16. Check Instruments & Dash Lights for Operation
___17. Check Heating & A/C Operations, Switches & Temperature Controls
___18. Check: Exterior Lights, Turn Signal & 4 Way Hazards Warning Lights
___19. Check Wiper Operation & Blade Condition
___20. Check Washer Operation & Spray Patterns
___21. Check Battery terminlas & Charging Voltage, Voltage Reading: _____
___22. Inspect Engine Air Filter Element (Replace as necessary)
___23. Inspect Serpentine / Accessory Belts
___24. Inspect Engine/Transmission & Differential for leaks
___25. Inspect All Coolant Hoses for Leaks and Wear
___26. Parking Brake Operation
___27. **Check and record Lining/Pad Wear**
___28. Caliper Condition
___29. Rotor Condition
___30. Brake Hoses & Lines for Leaks
___31. Inspect Driveline & U-Joints for Wear
___32. Check Exhaust System for Leaks or Broken Hangers
___33. Inspect Suspension, Steering, Torsion Bars, Shocks for Wear
___34. Inspect Fuel System for Leaks
___35. Lubricate all door locks (WD-40 spray)

75,000 Mile "D" Service Inspection
(Also Includes "E" Service)

___36. Replace Serpentine Belt / Accessory Belts (as required)
___37. Inspect Evaporative control system
___38. Change Transmission Fluid & Filter

100,000 Mile "C" Service Inspection
(Also Includes "E" service)

___39. Tune up/Replace Spark Plugs
___40. Change Rear Differential Fluid Using "SAE 75W-90 Synthetic Oil"
___41. Inspect Evaporative control system
___42. Flush cooling system (Replace with OEM recommended fluid)

Please record Tire Pressure, Tread depth and brake pad measurement at every maintenance service.

Tire Pressure	***Tread depth***
LF_____RF_____	LF_____RF_____
LR_____RR_____	LR_____RR_____

Brake pad measurement

LF_____RF_____ LR_____RR_____

Important!!!
Is there a current **registration and insurance card** in the van YES ☐ NO ☐

If "NO" please notify UTA Vanpool Maintenance Representative

UPDATE MAINTENANCE REMINDER STICKER TO 5,000 MILES OR EVERY SIX-MONTHS

Updated 2/9/17

Chevrolet

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UTAH TRANSIT AUTHORITY RIDESHARE/VANPOOL FORD PREVENTATIVE MAINTENANCE INSPECTION LIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF THE VIN:	
CONTRACTOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed. Using As Labeled: √ = Okay – Item checked is ready for service; **X** = Adjust – Item checked has been replaced and is ready for service. **0** = Repairs needed – Any items requiring repair

"E" Service Inspection
(5,000 Miles or Six-Months whichever comes first)

___01. Change Engine Oil & Replace Oil Filter **(OEM or equivalent)**
___02. Fill & Check Engine Oil Fluid
___03. Lubricate ALL Chassis & Steering Linkages (Ball Joints, Steering Linkage Equipped with zerk fittings)
___04. **Rotate & Inspect Tires for Wear**
___05 Check ALL Lug Nuts (Torque to OEM specifications.)
___06. **Check and record tire Pressure *(Including Spare)***
___07. Check & top Off Listed Fluids & Levels using OEM recommended fluids
___08. Brake Fluid: ***(If low, notify UTA)***
___09. Coolant Level
___10. Coolant Protection Level: _____◦F
___11. Automatic Transmission Fluid
___12. Power Steering Fluid
___13. Windshield Washer Fluid
___14. Differential Fluid Level: SAE 75W-140 Synthetic
___15. Check Heating & A/C Operations, Switches & Temperature Controls
___16. Check Instruments & Dash Lights for Operation
___17. Safety Equipment Checks: Horn & Seat Belts
___18. Check: Exterior Lights, Turn Signal & 4 Way Hazards Warning Lights
___19. Check Wiper Operation & Blade Condition
___20. Check Washer Operation & Spray Patterns
___21. Check Battery terminals & Charging Voltage, Voltage Reading_____
___22. Inspect Engine Air Filter Element (Replace as necessary)
___23. Inspect Serpentine / Accessory Belts
___24. Inspect Engine/Transmission & Differential for leaks
___25. Inspect Fuel System for Lea ks
___26. Inspect All Coolant Hoses for Leaks and Wear
___27. Parking Brake Operation
___28. **Check and record Brake Lining/Pad Wear**
___29. Caliper Condition
___30. Rotor Condition
___31. Brake Hoses & Lines for cracks or Leaks
___32. Inspect Driveline & U-Joints for Wear
___33. Check Exhaust System for Leaks or Broken Hangers
___34. Inspect Suspension, Steering, Torsion Bars, Shocks for Wear
___35. Lubricate door locks (WD-40 Spray)

30,000 MILE "D" Service Inspection
(Also Includes "E" Service)

___39. Replace fuel filter (if applicable)

60,000 MILE "C" Service Inspection
(Also Includes "D" and "E" services)

___40. Change transmission fluid and filter
___41. Replace Serpentine Belt / Accessory Belts (as required)

90,000 MILE "B" Service Inspection
(Also Includes "D" and "E" Services)

___42. Replace Spark Plugs

___43. Change Rear Differential Fluid Using SAE 75W-140 Synthetic
___44. Replace coolant (as per OEM specs)

Please record Tire Pressure, Tread depth and brake pad measurement at every maintenance service.

Tire Pressure	***Tread depth***
LF_____RF_____	LF_____RF_____
LR_____RR_____	LR_____RR_____

Brake pad measurement

LF_____RF_____ LR_____RR_____

Important!!!
Is there a current **registration and insurance card** in the van YES ☐ NO ☐

If "NO" please notify UTA Vanpool Maintenance Representativ

UPDATE MAINTENANCE REMINDER STICKER TO 5,000 MILES OR EVERY SIX-MONTHS

Updated 2/8/17

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UTAH TRANSIT AUTHORITY RIDESHARE/VAN-POOL FORD TRANSIT PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
VENDOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed... Using As Labeled:

"V "= Okay - Item checked is ready for service.
"X" = Adjust – Item checked has been replaced and is ready for service:
"0" = Repairs needed – Any items requiring repair.

UPDATE MAINTENANCE REMINDER STICKER TO 7,500 MILES OR EVERY EIGHT-MONTHS

"E" Service Inspection (No Oil Change)
(7,500 Miles or Eight-Months whichever comes first)

___01. Change Engine Oil, Replace Oil Filter & Reset Oil-Life Monitor ***(Use Only OEM Recommended Oil & Filter***
___02. Lubricate All Chassis & Steering Linkages as Required
___03. **Rotate & Inspect Tires for Wear**
___04. Check All Lug Nuts (Torque to OEM specification)
___05. **Check & Record Tire Pressure *(Including Spare)***
___06. Brake Fluid: ***(If Low Contact UTA)***
___07. Check & "Top Off" All Fluids Using OEM Recommended Fluids
___08. Coolant Level
___09. Transmission Fluid Level ***(If equipped w/dipstick)***
___10. Power Steering Fluid Level
___11. Windshield Washer Fluid Level
___12. Safety Equipment Checks: Horn & Seat Belts
___13. Check Instruments & Dash Lights for Operation
___14. Check Heating & A/C Operations, Switches & Temperature Controls
___15. Check Exterior Lights, Turn Signal & 4 Way Hazard Warning Lights
___16. Check Wiper Operation & Blade Condition
___17. Check Washer Operation & Spray Patterns
___18. Check Battery terminals & Charging Voltage, Voltage Reading: _____
___19. Inspect Engine Air Filter Element (replace as necessary)
___20. Inspect Serpentine / Accessory Belts
___21. Inspect Engine/Transmission & Differential leaks
___22. Parking Brake Operation
___23. **Inspect and record brake pads/linings wear**
___24. Caliper Condition
___25. Rotor Condition
___26. Check Brake Hoses & Lines for Damage & Leaks
___27. Inspect Driveline & U-Joints for Wear
___28. Check Exhaust System for Leaks or Broken Hangers
___29. Inspect Suspension, Steering, Shocks, CV axles and boots
___30. Inspect Fuel System for Leaks
___31. Inspect All Coolant Hoses for Leaks and Wear

30,000 Mile "D" Service Inspection
(Also includes "E" service)

___32. Replace Cabin Air Filter
___33. Inspect & Tighten Driveshaft Bolts
___34. Check Differential Fluid Level (Motorcraft Premium SAE 75W-85 Synthetic Hypoid Gear Oil)

60,000 Mile "C" Service Inspection
(Also includes "D" and "E" services)

___35. Replace Serpentine/Accessory Belt as Required

90,000 Mile "B" Service Inspection
(Also includes "D" and "E" services)

___36. Change & Flush Cooling System "Use OEM or Equivalent"

120,000 Mile "A" Service Inspection
(Also includes "C", "D" and "E" services)

___37. Change Automatic Transmission Fluid & Filter
___38. Change Rear Axle Fluid
___39. Replace Sparkplugs

Please record Tire Pressure, Tread depth and brake measurements at every maintenance service.

Tire Pressure	***Tread depth***
LF _____ RF_____	LF _____ RF_____
LR _____ RR_____	LR _____ RR_____

Brake pad measurement

LF _____ RF_____ LR _____ RR_____

Important!!!

Is there a current **registration and insurance card**?
YES ☐ NO ☐

If "NO" please notify UTA Vanpool Maintenance

Updated 1/10/2023 RR

NOT TO BE USED FOR BID PURPOSES ONLY

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UTAH TRANSIT AUTHORITY

RIDESHARE/VANPOOL TOYOTA SIENNA (HYBRID) PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST

VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
VENDOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed... Using As Labeled: "√ "= Okay - Item checked is ready for service; "**X**" = Adjust – Item checked has been replaced and is ready for service: "**0**" = Repairs needed – Any items requiring repair.

Is there a current **registration and insurance card** in the van? YES ☐ NO ☐

If "NO", then please notify UTA Vanpool Maintenance Representative

"E" Service inspection (Items 1-28)
(7,500 Miles or every Eight-Months whichever comes first)

___01. **Replace engine oil & filter** – *4.8 Qts w/filter*
Use Toyota Genuine Motor Oil SAE 0W-16
___02. **Replace aluminum crush ring on oil drain plug**
Toyota PN# 9043012031
___03. **Reset MIL Lamp** – *Located in IP cluster settings*
___04. **Inspect engine air filter element** -*Toyota PN# 17801F0020*
Replace 30K air filter only if necessary.
___05. Check Horn
___06. Check parking brake operation. Does it hold the van?
___07. Check instruments & dash lights for operation
___08. Check heating & A/C operation, switches & temperature controls
___09. Check exterior lights, turn signal & 4-way hazard warning lights
___10. Check washer operation & spray patterns
___11. Check wiper operation & blade condition
___12. Check & clean carpet. Vacuum out battery cooling air filter under driver's seat left side. *DO NOT USE SHOP AIR!*
___13. Check brake fluid level -- **(If low contact UTA)**
___14. Check engine coolant level – if low check for leaks
Use "Toyota Super Long-Life Coolant"
___15. Check hybrid coolant level – if low check for leaks
Use "Toyota Super Long-Life Coolant"
___16. Check windshield washer fluid level
___17. Check AUX battery terminals & charging voltage,
Voltage Reading: _____ *-- Read note at the end*
___18. Inspect all engine hoses and lines for leaks and damage
___19. Inspect air intake & ducts for leaks and secure all clamps
___20. Inspect engine, trans & differential for oil leaks
___21. **Rotate & Inspect Tires for Wear - P235/65R17 103T**
___22. Torque all wheel lug nuts to 76 ft/lbs.

Record Tire Pressure, Tread depth and brake measurements at every maintenance service

Tire Pressure - 35 PSI Front & Rear **Tread depth**

LF_____ RF_____ LF_____ RF_____

LR_____ RR_____ LR_____ RR_____

___23. Check exhaust system for leaks or broken hangers
___24. Inspect suspension, steering, shocks, CV axles and boots
___25. Check brake caliper condition
___26. Check brake rotor condition
___27. Check brake hoses & lines for leaks
___28. **Inspect and record brake pads/linings wear**

LF_____ RF_____ LR_____ RR_____

Every 30,000 Miles - "D" Service Inspection
(Also Includes "E" services – Items 1-28)

___29. Check cabin air filter – Replace only if necessary
Toyota PN# 8713958010
___30. Replace engine air filter element -- *Toyota PN# 17801F0020*
Use a paint pen to record the mileage on the air filter cover.
___31. Check & record coolant freeze point:
Coolant reading _____ °F

Every 60,000 Miles - "C" Service Inspection
(Also Includes "D" and "E" services – Items 1-31)

Use "Toyota ATF WS" oil for hybrid trans & differential ONLY.
Do not overfill oil level as per Toyota Service Information

___32. Change hybrid transmission oil –
Use "Toyota ATF WS" fluid only
___33. Replace transmission drain plug gasket –
Toyota PN# 90430A0003
___34. Change differential oil -- *Use "Toyota ATF WS" fluid only*

Every 90,000 Mile "B" Service Inspection
(Also Includes "D" and "E" services – Items 1-31)

___35. Change and Flush Cooling System
Use "Toyota Super Long-Life Coolant" or equivalent

Every 120,000 Miles - "A" Service Inspection
(Also Includes "C", "D", and "E" services – Items 1-34)

___36. Replace spark plugs – *Denso FC16HR-Q8 (Gap 0.031 in.)*
Use only iridium-tipped spark plugs. Do not adjust spark plug gap.

For vehicle spec's reference the Toyota Sienna 2022 Owner's Manual

Note: *As per "Owner's Manual", disconnect the ground cable if you will be recharging the AUX battery.*

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UTAH TRANSITAUTHORITY RIDESHARE/VAN-POOL TOYOTA SIENNA (NON-HYBRID) PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
VENDOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed… Using As Labeled: "√ "= Okay - Item checked is ready for service; "**X**" = Adjust – Item checked has been replaced and is ready for service: "**0**" = Repairs needed – Any items requiring repair.

"E" Service Inspection (7,500 Miles or Eight-Months whichever comes first)

___01. **Change Engine Oil & Replace Oil Filter**
___02. Lubricate all Chassis & Steering Linkages as required
___03 **Rotate & Inspect Tires for Wear**
___04. Check ALL Lug Nuts (Torque to OEM specification)
___05. **Check and record Tire Pressure** ***(Including Spare)***
___06. Brake Fluid: **(If low contact UTA)**
___07. Check & "top off" all fluids using OEM recommended fluids
___08. Coolant Level
___09. Automatic Transmission Fluid
___10. Power Steering Fluid
___11. Windshield Washer Fluid
___12. Safety Equipment Checks: Horn & Seat Belts
___13. Check Instruments & Dash Lights for Operation
___14. Check Heating & A/C Operations, Switches & Temperature Controls
___15. Check Exterior Lights, Turn Signal & 4 Way Hazard Warning Lights
___16. Check Wiper Operation & Blade Condition
___17. Check Washer Operation & Spray Patterns
___18. Check Battery terminals & Charging Voltage Voltage Reading: _____
___19. Inspect Engine Air Filter Element (replace as necessary)
___20. Inspect Serpentine / Accessory Belts
___21. Inspect Engine/Transmission & Differential leaks
___22. Parking Brake Operation
___23. **Inspect and record brake pads/linings wear**
___24. Caliper Condition
___25. Rotor Condition
___26. Brake Hoses & Lines for Leaks
___27. Inspect Driveline & U-Joints for Wear
___28. Check Exhaust System for Leaks or Broken Hangers
___29. Inspect Suspension, Steering, Shocks, and CV axles and boots
___30. Inspect Fuel System for Leaks
___31. Inspect All Coolant Hoses for Leaks and Wear

30,000 Mile "D" Service Inspection
(Also include "E" service)

_____32. Replace cabin air filter
___33 Inspect and tighten driveshaft bolts
___34. Check differential fluid level (Hypoid gear oil API GL-5)

60,000 Mile "C" Service Inspection
(Also includes "D" & "E" services)

___35. Replace Serpentine/accessory belt as required

90,000 Mile "B" Service Inspection
(Also includes "D" & "E" services)

___36. Change & Flush Cooling System "use OEM or equivalent"

120,000 Mile "A" Service Inspection
(Also includes "C", "D", & "E" services)

___37. Replace sparkplugs

Please record Tire Pressure, Tread depth and brake measurements at every maintenance service.

Tire Pressure	***Tread depth***
LF_____RF_____	LF_____RF_____
LR_____RR_____	LR_____RR_____

Brake pad measurement

LF_____RF_____ LR_____RR_____

Important!!!
Is there a current **registration and insurance card?**
YES NO

If "NO" please notify UTA Vanpool Maintenance Representative

UPDATE MAINTENANCE REMINDER STICKER TO 7,500 MILES OR EVERY Eight-MONTHS

Updated 12/10/22

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UTAH TRANSIT AUTHORITY RIDESHARE/VAN-POOL 2010 ONLY TOYOTA SIENNA PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
VENDOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed… Using As Labeled: "√" = Okay - Item checked is ready for service; "**X**" = Adjust – Item checked has been replaced and is ready for service: "**0**"= Repairs needed – Any items requiring repair.

"E" Service inspection
(5,000 Miles or every Six-Months whichever comes first)

___01. Change Engine Oil & Replace Oil Filter **(OEM or equivalent)**
___02. Fill & Check Engine Oil Fluid
___03. Lubricate ALL Chassis & Steering Linkages as required
___04. **Rotate & Inspect Tires for Wear**
___05. Check ALL Lug Nuts (Torque to OEM specification)
___06. **Check and record Tire Pressure** ***(Including Spare)***
___07. Check & "top off" all fluids using OEM recommended fluids
___08. Brake Fluid: **(If low contact UTA)**
___09. Coolant Level
___10. Automatic Transmission Fluid
___11. Power Steering Fluid
___12. Windshield Washer Fluid
___13. Safety Equipment Checks: Horn & Seat Belts
___14. Check Instruments & Dash Lights for Operation
___15. Check Heating & A/C Operations, Switches & Temperature Controls
___16. Check Exterior Lights, Turn Signal & 4 Way Hazard Warning Lights
___17. Check Wiper Operation & Blade Condition
___18. Check Washer Operation & Spray Patterns
___19. Check Battery terminals & Charging Voltage, Voltage Reading:_____
___20. Inspect Engine Air Filter Element (replace as necessary)
___21. Inspect Serpentine / Accessory Belts
___22. Inspect Engine/Transmission & Differential for leaks
___23. Parking Brake Operation
___24. **Inspect and record brake pads/linings wear**
___25. Caliper Condition
___26. Rotor Condition
___27. Brake Hoses & Lines for Leaks
___28. Inspect Driveline & U-Joints for Wear
___29. Check Exhaust System for Leaks or Broken Hangers
___30. Inspect Suspension, Steering, Shocks, and CV axles and boots
___31. Inspect Fuel System for Leaks
___32. Inspect All Coolant Hoses for Leaks and Wear

30,000 Mile"D" Service Inspection
(Also Includes "E" service)

___33.Replace cabin air filter
___34 Inspect and tighten driveshaft bolts
___35.Check differential fluid level (Hypoid gear oil API GL-5)

60,000 Mile "C" Service Inspection
(Also Includes "D" and "E" services)

___36.Replace Serpentine/accessory belt as required

90,000 Mile "B" Service Inspection
(Also Includes "D" and "E" services)

___37.Change & Flush Cooling System "use OEM or equivalent"

120,000 Mile "A" Service Inspection
(Also Includes "C", "D", and "E" services)

___38. Replace Spark plugs

Please record Tire Pressure, Tread depth and brake measurements at every maintenance service.

Tire Pressure	***Tread depth***
LF_____RF_____	LF_____RF_____
LR_____RR_____	LR_____RR_____

Brake pad measurement

LF_____RF_____ LR_____RR_____

Important!!!
Is there a current **registration and insurance card** in the van YES ☐ NO ☐

If "NO" please notify UTA Vanpool Maintenance Representativ

UPDATE MAINTENANCE REMINDER STICKER TO 5,000 MILES OR EVERY SIX-MONTHS

Updated 2/8/17

2010 Toyota

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EXHIBIT B

PRICE

1. **Total Not-To-Exceed Amount:** The total aggregate amount payable by UTA under this contract, collectively for all contractors in the contractor pool is **Not To Exceed (NTE) $1,895,713.00 over the five (5) year term.** This total NTE amount shall decrease with each payment to a Consultant within the Pool. The Total Not-To-Exceed Amount shall be allocated among the contractors in the pool based on the actual services rendered.

2. **Payment Terms:** UTA to pay with Credit Card (P-Card) for transactions less than $5000.00, otherwise payment shall be Invoiced Net30 after the Services have been performed. No additional fees or charges will be charged because of the use of a purchasing card. UTA currently uses the VISA Card Purchasing Card from US Bank.

PRICE SCHEDULE

Brandoo Corp dba Hillside Tire & Serv PRICING DETAL FOR THIS RFP

		Year 1 (2024-2025)			Year 2 (2025-2026)			Year 3 (2026-2027)			Year 4 (2027-2028)			Year 5 (2028-2029)			
ITEM#	PRODUCT SERVICE ITEM	Service List Price	% Discount	UTA Price	Service List Price	% Discount	UTA Price	Service List Price	% Discount	UTA Price	Service List Price	% Discount	UTA Price	Service List Price	% Discount	UTA Price	REMARKS / COMMENTS
1	Chevrolet PM "E" 5,000 mile Service Inspection	$ 93.31	25%	$ 69.95	$ 96.11	25%	$ 72.08	$ 99.00	25%	$ 74.25	$ 101.97	25%	$ 76.47	$ 105.02	25%	$ 78.77	
2	Chevrolet PM "D" 75,000 mile Service Inspection	$ 693.48	25%	$ 519.85	$ 714.28	25%	$ 535.71	$ 735.71	25%	$ 551.78	$ 757.78	25%	$ 568.34	$ 780.52	25%	$ 585.39	
3	Chevrolet PM "C" 100,000 mile Service Inspection	$ 1,047.63	25%	$ 785.33	$ 1,079.06	25%	$ 809.29	$ 1,111.43	25%	$ 833.57	$ 1,144.77	25%	$ 858.58	$ 1,179.12	25%	$ 884.34	
4	Ford PM "E" 5,000 mile Service Inspection	$ 93.31	25%	$ 69.95	$ 96.11	25%	$ 72.08	$ 99.00	25%	$ 74.25	$ 101.97	25%	$ 76.47	$ 105.02	25%	$ 78.77	
5	Ford PM "D" 30,000 mile Service Inspection	$ 175.33	25%	$ 131.43	$ 180.59	25%	$ 135.44	$ 186.01	25%	$ 139.50	$ 191.59	25%	$ 143.69	$ 197.33	25%	$ 148.00	
6	Ford PM "C" 60,000 mile Service Inspection	$ 746.56	25%	$ 559.64	$ 768.96	25%	$ 576.72	$ 792.03	25%	$ 594.02	$ 815.79	25%	$ 611.84	$ 840.26	25%	$ 630.19	
7	Ford PM "B" 90,000 mile Service Inspection	$ 1,192.60	25%	$ 894.00	$ 1,228.37	25%	$ 921.28	$ 1,265.23	25%	$ 948.92	$ 1,303.18	25%	$ 977.39	$ 1,342.28	25%	$ 1,006.71	
8	2017 and Newer Ford Transit PM "E" 7,500 mile Service Inspection	$ 93.31	25%	$ 69.95	$ 96.11	25%	$ 72.08	$ 99.00	25%	$ 74.25	$ 101.97	25%	$ 76.47	$ 105.02	25%	$ 78.77	
9	2017 and Newer Ford Transit PM "D" 30,000 mile Service Inspection	$ 223.95	25%	$ 167.88	$ 230.67	25%	$ 173.00	$ 237.59	25%	$ 178.19	$ 244.72	25%	$ 183.54	$ 252.06	25%	$ 189.04	
10	2017 and Newer Ford Transit PM "C" 60,000 mile Service Inspection	$ 470.56	25%	352.74	$ 484.67	25%	$ 363.50	$ 499.21	25%	$ 374.41	$ 514.19	25%	$ 385.64	$ 529.61	25%	$ 397.21	
11	2017 and Newer Ford Transit PM "B" 90,000 mile Service Inspection	$ 423.99	25%	$ 317.83	$ 436.70	25%	$ 327.53	$ 449.81	25%	$ 337.35	$ 463.30	25%	$ 347.48	$ 477.20	25%	$ 357.90	
12	2017 and Newer Ford Transit PM "A" 120,000 mile Service Inspection	$ 1,355.84	25%	$ 1,016.37	$ 1,396.51	25%	$ 1,047.38	$ 1,438.41	25%	$ 1,078.81	$ 1,481.56	25%	$ 1,111.17	$ 1,526.01	25%	$ 1,144.51	
13	Toyota Hybrid Sienna PM "E" 7,500 mile Service Inspection	$ 119.99	25%	$ 89.95	$ 123.59	25%	$ 92.69	$ 127.30	25%	$ 95.48	$ 131.12	25%	$ 98.34	$ 135.05	25%	$ 101.29	
14	Toyota Hybrid Sienna PM "D" 30,000 mile Service Inspection	$ 244.91	25%	$ 183.59	$ 252.26	25%	$ 189.19	$ 259.82	25%	$ 194.87	$ 267.62	25%	$ 200.71	$ 275.65	25%	$ 206.74	
15	Toyota Hybrid Sienna PM "C" 60,000 mile Service Inspection	$ 869.51	25%	$ 651.81	$ 895.60	25%	$ 671.70	$ 922.47	25%	$ 691.85	$ 950.14	25%	$ 712.61	$ 978.65	25%	$ 733.98	
16	Toyota Hybrid Sienna PM "B" 90,000 mile Service Inspection	$ 444.94	25%	$ 333.54	$ 458.29	25%	$ 343.72	$ 472.04	25%	$ 354.03	$ 486.20	25%	$ 364.65	$ 500.79	25%	$ 375.59	
17	Toyota Hybrid Sienna PM "A" 120,000 mile Service Inspection	$ 1,284.18	25%	$ 962.65	$ 1,322.70	25%	$ 992.03	$ 1,362.38	25%	$ 1,021.79	$ 1,403.25	25%	$ 1,052.44	$ 1,445.35	25%	$ 1,084.01	
20	Toyota Non-Hybrid Sienna PM "E" 7,500 mile Service Inspection	$ 93.31	25%	$ 69.95	$ 96.11	25%	$ 72.08	$ 99.00	25%	$ 74.25	$ 101.97	25%	$ 76.47	$ 105.02	25%	$ 78.77	
22	Toyota Non-Hybrid Sienna PM "D" 30,000 mile Service Inspection	$ 194.55	25%	$ 145.84	$ 200.39	25%	$ 150.29	$ 206.40	25%	$ 154.80	$ 212.59	25%	$ 159.44	$ 218.97	25%	$ 164.23	
23	Toyota Non-Hybrid Sienna PM "C" 60,000 mile Service Inspection	$ 393.93	25%	$ 295.30	$ 405.75	25%	$ 304.31	$ 417.92	25%	$ 313.44	$ 430.46	25%	$ 322.84	$ 443.37	25%	$ 332.53	
24	Toyota Non-Hybrid Sienna PM "B" 90,000 miles Service Inspection	$ 394.58	25%	$ 295.79	$ 406.42	25%	$ 304.82	$ 418.61	25%	$ 313.96	$ 431.17	25%	$ 323.38	$ 444.11	25%	$ 333.08	
25	Toyota Non-Hybrid Sienna PM "A" 120,000 miles Service Inspection	$ 1,104.15	25%	$ 827.70	$ 1,137.28	25%	$ 852.96	$ 1,171.39	25%	$ 878.55	$ 1,206.54	25%	$ 904.90	$ 1,242.73	25%	$ 932.05	
26	Toyota 2010 only PM "E" 5000 mile Service Inspection	$ 93.31	25%	$ 69.95	$ 96.11	25%	$ 72.08	$ 99.00	25%	$ 74.25	$ 101.97	25%	$ 76.47	$ 105.02	25%	$ 78.77	
27	Toyota 2010 PM "D" 30,000 mile Service Inspection	$ 188.24	25%	$ 141.11	$ 193.89	25%	$ 145.42	$ 199.70	25%	$ 149.78	$ 205.70	25%	$ 154.27	$ 211.87	25%	$ 158.90	
28	Toyota 2010 PM "C" 60,000 mile Service Inspection	$ 424.25	25%	$ 318.03	$ 436.98	25%	$ 327.73	$ 450.09	25%	$ 337.57	$ 463.59	25%	$ 347.69	$ 477.50	25%	$ 358.12	
29	Toyota 2010 PM "B" 90,000 mile Service Inspection	$ 388.27	25%	$ 291.06	$ 399.92	25%	$ 299.94	$ 411.92	25%	$ 308.94	$ 424.28	25%	$ 318.21	$ 437.01	25%	$ 327.75	
30	Toyota 2010 PM "A" 120,000 Mile Service Inspection	$ 1,159.27	25%	$ 869.02	$ 1,194.05	25%	$ 895.54	$ 1,229.87	25%	$ 922.40	$ 1,266.77	25%	$ 950.08	$ 1,304.77	25%	$ 978.58	
31	Parts Price Discount (%) Offered		5%			5%			5%			5%			5%		

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/10/2024

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Patrick Preusser, Chief Operating Officer
PRESENTER(S):	Michael Goldman, Special Svc Program Manager

TITLE:

Contract: Rideshare/Vanpool Vehicle Preventative Maintenance Program (Donald E and Michael A Gallegher, DBA D&M Automotive)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve award and authorize Executive Director to execute this contract and associated disbursements with Donald E & Michael A Gallagher (dba D&M Automotive) in the not to exceed amount of $1,895,713.00 over five (5) years as one of 10 vendors in a Rideshare/Vanpool vehicle preventative maintenance service vendor pool.

BACKGROUND:
UTA requires a contract for vendor(s) to provide Vehicle Preventative Maintenance Service at regular service intervals to maintain the warranty and life expectancy of approximately 525 Rideshare/Vanpool Vehicles for various counties throughout Utah.

After conducting a Request for Proposal (RFP) solicitation, UTA received multiple proposals. After evaluation UTA chose to proceed with a multiple award contract, creating a vendor pool of ten (10) vendors. Donald E & Michael A Gallagher (dba D&M Automotive) was one of the ten (10) selected vendors with best overall value.

DISCUSSION:
UTA Staff is requesting approval of the contracts under the vendor pool for a total aggregate amount, collectively for all contractors in the vendor pool, not-to-exceed (NTE) $1,895,713.00 over a five (5) year period. The contracts will commence upon approval and will expire five (5) years form the commencement date. The contracts shall allow for P-Card purchases for service transactions less than $5000.00; otherwise

payment shall be Invoiced Net30 after services have been performed. This payment method is required to allow payment flexibility between UTA's vehicle operators and contracted service providers within the vendor pool.

Applicable Contracts: 24-038461BCM, 24-038462BCM, 24-038463BCM, 24-038464BCM 24-038465BCM, 24-038466BCM, 24-038467BCM, 24-038468BCM, 24-038469BCM, & 24-0384610BCM.

The contract values for each supplier shall not exceed the amounts as stated in this memo.

Actual cost will be tracked and managed by the Procurement Department.

CONTRACT SUMMARY:

Contractor Name:	Donald E & Michael A Gallagher dba D&M Automotive
Contract Number:	24-038463BCM
Base Contract Effective Dates:	Upon approval thru August 5, 2029
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	NTE of $1,895,713.00 over 5 years for entire contract pool
Procurement Method:	RFP
Budget Authority:	Approved 2024 Operating Budget

ALTERNATIVES:

Without these service contracts, UTA risks not keeping our fleet in a state of good repair and incurring more expensive long-term vehicle maintenance costs.

FISCAL IMPACT:

The 2024 approved budget includes $145,834.00 for the Rideshare/Vanpool Vehicle Preventative Maintenance Pool. Projected funding $1,749,879.00 requests for future years 2025, 2026, 2027, 2028, and 2029 as listed below, based on 4% increase per year to account for inflation and minimal growth. The total 5-year Pool Not-To-Exceed (NTE) amount is $1,895,713.00. All funds will come from the Contract Services operating expense line item in the Department of Van Pool yearly budget 7900.50353.92.

2024 Budgeted Total: $145,834.00 (included in the Approved 2024 Operating Budget for Remaining 5 mos)
2025 Budget Request: $364.000.00 (12mos)
2026 Budget Request: $378,560.00 (12mos)
2027 Budget Request: $393,703.00 (12mos)
2028 budget Request: $409,450.00 (12mos)
2029 budget Request: $204,166.00 (7mos)

Expected 5-year spend: $1,895,713.00

ATTACHMENTS:

1) Contract

UTAH TRANSIT AUTHORITY

GOODS AND SERVICES SUPPLY AGREEMENT

UTA CONTRACT #24-038463BCM

Rideshare/Vanpool Maintenance Program

THIS GOODS AND NON-PROFESSIONAL SERVICES SUPPLY AGREEMENT ("Contract") is entered into and made effective as of the date of last signature below. ("Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and Donald E & Michael A Gallagher dba D&M Automotive**,** a Partnership located at 3260 Wall Ave., Ogden, UT 84401 (the "Contractor").

RECITALS

WHEREAS, on May 03, 2024, UTA received competitive proposals to provide Vehicle Preventative Maintenance Service on approximately 525 Rideshare/Vanpool Vehicles for various counties throughout Utah. and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation (the "Goods and Services") according to the terms, conditions and specifications prepared by UTA in 24-03846BCM (the "RFP"); and

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

WHEREAS, the Response and Proposal to RFP 24-03846BCM dated April 16, 2024, submitted by the Contractor in response to the RFP ("Contractor's Proposal) was deemed to be advantageous to UTA; and

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

AGREEMENT

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

1. GOOD AND SERVICES TO BE PROVIDED BY CONTRACTOR

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

Contractor is one of several awardees within a contractor pool. Each member of the pool receiving a contract shall have a fair opportunity to provide these Goods and/or Services to UTA for consideration.

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If a Contractor is selected, it shall receive the fixed price rate as described in Exhibit B.

2. **TERM** This Contract will commence upon the last signature date page (pg#19) and will continue for a period of five (5) years expiring approximately August 5, 2029. The 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 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 Goods have been delivered and the Services have been performed. In no event shall advance payments be made.

Allocation of Total Not-To-Exceed Amount: The total aggregate amount payable by UTA under this contract, collectively for all contractors in the pool, shall Not-To-Exceed (NTE) $1,895,713.00. This Contract will be based on the Fixed Price Rates as described in Exhibit B. The Total Not-To-Exceed Amount shall be allocated among the contractors in the contractor pool based on the actual services rendered. Each contractor's billing rates will be applied as applicable.

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

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

5. **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

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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.

6. **LAWS AND REGULATIONS**

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

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

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

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

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

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

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of having provided equipment, materials, and labor related to the equipment and/or work for which payment is being requested.

8. INVOICING PROCEDURES

a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:

   i. Contractor Name
   ii. Unique Invoice Number
   iii. PO Number
   iv. Invoice Date
   v. Detailed Description of Charges
   vi. Total Dollar Amount Due

b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to ap@rideuta.com . Invoices not submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department.

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

9. WARRANTY OF GOODS AND SERVICES

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

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

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c. At any time for a period of one (1) year from the date that all Goods have been delivered and all Services have been performed in accordance with the Contract, Contractor shall at its own expense promptly repair, replace and/or re-perform any Goods or Services that are defective or in any way fail to conform to the Contract requirements.

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

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

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

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11. **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.

12. **INSURANCE REQUIREMENTS**

Standard Insurance Requirements

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

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

1. Commercial General Liability – Occurrence Form

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

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

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- 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.

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

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

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

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

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

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

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

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

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

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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.

13. **OTHER INDEMNITIES**

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

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

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.

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14. **INDEPENDENT CONTRACTOR**

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

15. **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).

16. **USE OF SUBCONTRACTORS**

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

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

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

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

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

17. **CONTRACTOR SAFETY COMPLIANCE**

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

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

18. **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.

19. **ENVIRONMENTAL RESPONSIBILITY**

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

20. SUSPENSION OF WORK

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

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

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

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

21. **TERMINATION**

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

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

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

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

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concerns that UTA may have regarding the Goods and Services furnished by Contractor prior to termination.

22. **CHANGES**

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

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

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

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

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

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

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

d. As soon as practicable, but in no event longer than 30 days after providing notice, Consultant must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be

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made via Change Order. Any dispute regarding the Consultant's entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 20 of this Contract.

23. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

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

24. FINDINGS CONFIDENTIAL

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

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

mitigation of the breach for review and approval by UTA.

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

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25. **PUBLIC INFORMATION.**

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

26. **PROJECT MANAGER**

UTA's Project Manager for the Contract is Michael Goldman, 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) 287-2065.

27. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Brent Miller, 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) 287-3009.

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	Donald E & Michael A Gallagher dba D&M Automotive
ATTN: Brent Miller	Attn: Michael Gallagher
669 West 200 South	3260 Wall Ave.

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Salt Lake City, UT 84101	Ogden, UT 84401
brmiller@rideuta.com	dmauto1@live.com

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

30. **CLAIMS/DISPUTE RESOLUTION**

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

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

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

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 Brent Miller/Contractor's Donald Gallagher	Five calendar days
UTA's Ryan Taylor/Contractor's Michael Gallagher	Five calendar days

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

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

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31. **GOVERNING LAW**

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

32. **COSTS AND ATTORNEY FEES**

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

33. **SEVERABILITY**

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

34. **AMENDMENTS**

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

35. **FORCE MAJEURE**

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

36. **NO THIRD-PARTY BENEFICIARIES**

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

37. **ENTIRE AGREEMENT**

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

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38. **COUNTERPARTS**

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

39. **NONWAIVER**

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

40. **SALES TAX EXEMPT**

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

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

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

42. **SURVIVAL**

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

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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:

By_____

By_____

By DocuSigned by: Mike Bell 6/5/2024
70E33A415BA44F6...
UTA Legal Counsel

CONTRACTOR:

By DocuSigned by: Michael Gallagher 6/5/2024
9045C897404B4E7...

Name Michael Gallagher

Title partner

By_____

Name_____

Title_____

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EXHIBIT A
SCOPE OF WORK

Contractor(s) to provide maintenance both scheduled and emergency to our Rideshare/Vanpool fleet. Most of UTA's fleet has fewer than 125,000 miles and the majority of the work is preventative Maintenance including, Oil changes, tires, inspections and emissions testing, brakes, shocks, AC work, alignments and PM inspections.
UTA requires preventative maintenance services on approximately 525 Rideshare/Vanpool Vehicles.
UTA reserves the right to adjust vehicle makes, models, and volumes as UTA's requirements increase or decrease during the term of the contract period. UTA shall provide Contractors with UTAH TRANSIT AUTHORITY RIDESHARE/VANPOOL PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST for vehicles requiring service under this RFP.

Contractor(s) will provide Preventative Maintenance Services in accordance with the Service Intervals and Services as defined for each vehicle Make and Model as shown in the below UTA Maintenance Inspection Checklists.
UTA currently has approximately 525 rideshare/vanpool vehicles.
30 Loaner vans
65 release vehicles
430 Active Vans

The Fleet currently consists of the following vehicle Makes and Models:
~ 179 Chevrolet 3500 and 2500 passenger vans
~ 9 Ford E-350 Economize vans
~ 1 Ford Transit passenger vans
~336 Toyota Sienna vans

Contractor(s) Responsibilities

Overall responsibilities of the successful firm will include the following:

(a) Fast and efficient work on Rideshare/Vanpool vehicles.
(b) Collaborate effectively with designated UTA personnel.
(c) Provide sufficient staffing to ensure timely service of repairs or maintenance.
(d) Grade A Customer Service ensuring courteous service to both UTA personnel and fleet users.
(e) Uphold UTA's safety standards and all OSHA requirements.
(f) Must have a warranty program. Please include in your technical proposal.
(g) Contractor(s) will be responsible for maintaining complete vehicle maintenance records. including warranty work on all vehicles worked on by contractor and records shall be available to UTA upon request.
(h) Parts used must be OEM or equivalent.
(i) Schedule and shuttle vans to warranty dealers for service as needed.

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(j) UTA may provide 1 to 5 loaner vehicles to the contractor(s) to use by the vanpool operators. when a vehicle is dropped off for major service. Contractor(s) will maintain a safe parking. location and will be responsible for the keys to the loaners and ensure that only UTA authorized operator uses the equipment. A loaner Van shall only be released after authorization from UTA personnel. All loaners are to be returned to contractor's care in a clean condition with a full tank of fuel. Contractor(s) will be expected to monitor the condition of loaners and report to UTA any issues.

(k) Contractor(s) must obtain authorization from UTA personnel before proceeding with any repair.

(l) Provide diagnostic supporting evidence, state inspection and emission paperwork, vehicle history, warranty data, mileage thresholds, etc. to support recommended service and repairs.

(m) Perform and complete services compliant to UTA Maintenance inspection checklists. Same day as completion of repairs. (See Samples below for Checklist)

(n) Once work is completed contractor will notify UTA of completion so they can coordinate pick up with the vehicle's operator.

(o) Have an invoice system capable of including the UTA vehicle number, the contract number, and contracted price.

(p) Always returning vehicle in same or better condition of cleanliness than when received. Taking steps to ensure no materials are left in vehicles as a result of the service. Taking all reasonable steps to safeguard vehicles and shall accept all liability in the event that a UTA vehicle sustains damage while in the care and custody of contractor.

Service Area Locations:

Areas of service needed
Salt Lake County: Salt Lake City South Salt Lake City West Valley Riverton Sandy Draper West Jordan
Weber County: Ogden Layton Clearfield Roy Brigham City Logan Tremonton
South Utah County: Spanish Fork Payson
Toole County:

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Toole Grantsville
North Utah County: Lehi American Fork Orem Provo
Special Service Areas: Cedar City Park City

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UTA Maintenance Inspection Checklists:

UTAH TRANSIT AUTHORITY RIDESHARE/VAN-POOL CHEVROLET PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed… Using As Labeled: "√ " = Okay - Item checked is ready for service; "**X**" = Adjust – Item checked has been replaced and is ready for service: "**0**"= Repairs needed – Any items requiring repair.

"E" Service Inspection
(5,000 Miles or Six-Months Whichever comes first)

___01. Change Engine Oil & Replace Oil Filter **(OEM or equivalent)**
___02. Fill & Check Engine Oil Fluid
___03. Lubricate ALL Chassis & Steering Linkages (Ball Joints, Steering Linkage Equipped with zerk fittings)
___04. **Rotate & Inspect Tires for Wear**
___05. Check ALL Lug Nuts (Torque to OEM specification)
___06. **Check and Record Tire Pressure *(Including Spare)***
___07. Check & "top Off" Listed Fluids using OEM Recommended fluids
___08. Brake Fluid: **(If low, contact UTA)**
___09. Coolant Level
___10. Coolant Protection Level: _____◦F
___11. Automatic Transmission Fluid
___12. Power Steering Fluid
___13. Windshield Washer Fluid
___14. Differential Fluid Level: "SAE 75W-90 "Synthetic"
___15. Safety Equipment Checks: Horn & Seat Belts
___16. Check Instruments & Dash Lights for Operation
___17. Check Heating & A/C Operations, Switches & Temperature Controls
___18. Check: Exterior Lights, Turn Signal & 4 Way Hazards Warning Lights
___19. Check Wiper Operation & Blade Condition
___20. Check Washer Operation & Spray Patterns
___21. Check Battery terminlas & Charging Voltage, Voltage Reading: _____
___22. Inspect Engine Air Filter Element (Replace as necessary)
___23. Inspect Serpentine / Accessory Belts
___24. Inspect Engine/Transmission & Differential for leaks
___25. Inspect All Coolant Hoses for Leaks and Wear
___26. Parking Brake Operation
___27. **Check and record Lining/Pad Wear**
___28. Caliper Condition
___29. Rotor Condition
___30. Brake Hoses & Lines for Leaks
___31. Inspect Driveline & U-Joints for Wear
___32. Check Exhaust System for Leaks or Broken Hangers
___33. Inspect Suspension, Steering, Torsion Bars, Shocks for Wear
___34. Inspect Fuel System for Leaks
___35. Lubricate all door locks (WD-40 spray)

75,000 Mile "D" Service Inspection
(Also Includes "E" Service)

___36. Replace Serpentine Belt / Accessory Belts (as required)
___37. Inspect Evaporative control system
___38. Change Transmission Fluid & Filter

100,000 Mile "C" Service Inspection
(Also Includes "E" service)

___39. Tune up/Replace Spark Plugs
___40. Change Rear Differential Fluid Using "SAE 75W-90 Synthetic Oil"
___41. Inspect Evaporative control system
___42. Flush cooling system (Replace with OEM recommended fluid)

Please record Tire Pressure, Tread depth and brake pad measurement at every maintenance service.

Tire Pressure	***Tread depth***
LF_____RF_____	LF_____RF_____
LR_____RR_____	LR_____RR_____

Brake pad measurement

LF_____RF_____ LR_____RR_____

Important!!!
Is there a current **registration and insurance card** in the van YES ☐ NO ☐

If "NO" please notify UTA Vanpool Maintenance Representative

UPDATE MAINTENANCE REMINDER STICKER TO 5,000 MILES OR EVERY SIX-MONTHS

Updated 2/9/17

Chevrolet

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UTAH TRANSIT AUTHORITY
RIDESHARE/VANPOOL FORD PREVENTATIVE MAINTENANCE INSPECTION LIST

VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF THE VIN:	
CONTRACTOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed. Using As Labeled: √ = Okay – Item checked is ready for service; **X** = Adjust – Item checked has been replaced and is ready for service. **0** = Repairs needed – Any items requiring repair

"E" Service Inspection
(5,000 Miles or Six-Months whichever comes first)

___01. Change Engine Oil & Replace Oil Filter **(OEM or equivalent)**
___02. Fill & Check Engine Oil Fluid
___03. Lubricate ALL Chassis & Steering Linkages (Ball Joints, Steering Linkage Equipped with zerk fittings)
___04. **Rotate & Inspect Tires for Wear**
___05 Check ALL Lug Nuts (Torque to OEM specifications.)
___06. **Check and record tire Pressure *(Including Spare)***
___07. Check & top Off Listed Fluids & Levels using OEM recommended fluids
___08. Brake Fluid: ***(If low, notify UTA)***
___09. Coolant Level
___10. Coolant Protection Level: _____◦F
___11. Automatic Transmission Fluid
___12. Power Steering Fluid
___13. Windshield Washer Fluid
___14. Differential Fluid Level: SAE 75W-140 Synthetic
___15. Check Heating & A/C Operations, Switches & Temperature Controls
___16. Check Instruments & Dash Lights for Operation
___17. Safety Equipment Checks: Horn & Seat Belts
___18. Check: Exterior Lights, Turn Signal & 4 Way Hazards Warning Lights
___19. Check Wiper Operation & Blade Condition
___20. Check Washer Operation & Spray Patterns
___21. Check Battery terminals & Charging Voltage, Voltage Reading_____
___22. Inspect Engine Air Filter Element (Replace as necessary)
___23. Inspect Serpentine / Accessory Belts
___24. Inspect Engine/Transmission & Differential for leaks
___25. Inspect Fuel System for Lea ks
___26. Inspect All Coolant Hoses for Leaks and Wear
___27. Parking Brake Operation
___28. **Check and record Brake Lining/Pad Wear**
___29. Caliper Condition
___30. Rotor Condition
___31. Brake Hoses & Lines for cracks or Leaks
___32. Inspect Driveline & U-Joints for Wear
___33. Check Exhaust System for Leaks or Broken Hangers
___34. Inspect Suspension, Steering, Torsion Bars, Shocks for Wear
___35. Lubricate door locks (WD-40 Spray)

30,000 MILE "D" Service Inspection
(Also Includes "E" Service)

___39. Replace fuel filter (if applicable)

60,000 MILE "C" Service Inspection
(Also Includes "D" and "E" services)

___40. Change transmission fluid and filter
___41. Replace Serpentine Belt / Accessory Belts (as required)

90,000 MILE "B" Service Inspection
(Also Includes "D" and "E" Services)

___42. Replace Spark Plugs

___43. Change Rear Differential Fluid Using SAE 75W-140 Synthetic
___44. Replace coolant (as per OEM specs)

Please record Tire Pressure, Tread depth and brake pad measurement at every maintenance service.

Tire Pressure	***Tread depth***
LF_____RF_____	LF_____RF_____
LR_____RR_____	LR_____RR_____

Brake pad measurement

LF_____RF_____ LR_____RR_____

Important!!!
Is there a current **registration and insurance card** in the van YES ☐ NO ☐

If "NO" please notify UTA Vanpool Maintenance Representativ

UPDATE MAINTENANCE REMINDER STICKER TO 5,000 MILES OR EVERY SIX-MONTHS

Updated 2/8/17

Form

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UTAH TRANSIT AUTHORITY RIDESHARE/VAN-POOL FORD TRANSIT PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
VENDOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed... Using As Labeled:

"√ "= Okay - Item checked is ready for service.
"X" = Adjust – Item checked has been replaced and is ready for service:
"0" = Repairs needed – Any items requiring repair.

UPDATE MAINTENANCE REMINDER STICKER TO 7,500 MILES OR EVERY EIGHT-MONTHS

"E" Service Inspection (No Oil Change)
(7,500 Miles or Eight-Months whichever comes first)

___01. Change Engine Oil, Replace Oil Filter & Reset Oil-Life Monitor ***(Use Only OEM Recommended Oil & Filter***
___02. Lubricate All Chassis & Steering Linkages as Required
___03. **Rotate & Inspect Tires for Wear**
___04. Check All Lug Nuts (Torque to OEM specification)
___05. **Check & Record Tire Pressure *(Including Spare)***
___06. Brake Fluid: ***(If Low Contact UTA)***
___07. Check & "Top Off" All Fluids Using OEM Recommended Fluids
___08. Coolant Level
___09. Transmission Fluid Level ***(If equipped w/dipstick)***
___10. Power Steering Fluid Level
___11. Windshield Washer Fluid Level
___12. Safety Equipment Checks: Horn & Seat Belts
___13. Check Instruments & Dash Lights for Operation
___14. Check Heating & A/C Operations, Switches & Temperature Controls
___15. Check Exterior Lights, Turn Signal & 4 Way Hazard Warning Lights
___16. Check Wiper Operation & Blade Condition
___17. Check Washer Operation & Spray Patterns
___18. Check Battery terminals & Charging Voltage, Voltage Reading: _____
___19. Inspect Engine Air Filter Element (replace as necessary)
___20. Inspect Serpentine / Accessory Belts
___21. Inspect Engine/Transmission & Differential leaks
___22. Parking Brake Operation
___23. **Inspect and record brake pads/linings wear**
___24. Caliper Condition
___25. Rotor Condition
___26. Check Brake Hoses & Lines for Damage & Leaks
___27. Inspect Driveline & U-Joints for Wear
___28. Check Exhaust System for Leaks or Broken Hangers
___29. Inspect Suspension, Steering, Shocks, CV axles and boots
___30. Inspect Fuel System for Leaks
___31. Inspect All Coolant Hoses for Leaks and Wear

30,000 Mile "D" Service Inspection
(Also includes "E" service)

___32. Replace Cabin Air Filter
___33. Inspect & Tighten Driveshaft Bolts
___34. Check Differential Fluid Level (Motorcraft Premium SAE 75W-85 Synthetic Hypoid Gear Oil)

60,000 Mile "C" Service Inspection
(Also includes "D" and "E" services)

___35. Replace Serpentine/Accessory Belt as Required

90,000 Mile "B" Service Inspection
(Also includes "D" and "E" services)

___36. Change & Flush Cooling System "Use OEM or Equivalent"

120,000 Mile "A" Service Inspection
(Also includes "C", "D" and "E" services)

___37. Change Automatic Transmission Fluid & Filter
___38. Change Rear Axle Fluid
___39. Replace Sparkplugs

Please record Tire Pressure, Tread depth and brake measurements at every maintenance service.

Tire Pressure	***Tread depth***
LF _____ RF_____	LF _____ RF_____
LR _____ RR_____	LR _____ RR_____

Brake pad measurement

LF _____ RF_____ LR _____ RR_____

Important!!!

Is there a current **registration and insurance card**?
YES ☐ NO ☐

If "NO" please notify UTA Vanpool Maintenance

Updated 1/10/2023 RR

DRAFT AND NEWER FORD TRANSIT ONLY

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UTAH TRANSIT AUTHORITY

RIDESHARE/VANPOOL TOYOTA SIENNA (HYBRID) PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST

VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
VENDOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed… Using As Labeled: "✓ "= Okay - Item checked is ready for service; "**X**" = Adjust – Item checked has been replaced and is ready for service: "**0**" = Repairs needed – Any items requiring repair.

Is there a current **registration and insurance card** in the van? YES ☐ NO ☐

If "NO", then please notify UTA Vanpool Maintenance Representative

"E" Service inspection (Items 1-28)
(7,500 Miles or every Eight-Months whichever comes first)

___01. **Replace engine oil & filter** – *4.8 Qts w/filter*
Use Toyota Genuine Motor Oil SAE 0W-16
___02. **Replace aluminum crush ring on oil drain plug**
Toyota PN# 9043012031
___03. **Reset MIL Lamp** – *Located in IP cluster settings*
___04. **Inspect engine air filter element** -*Toyota PN# 17801F0020*
Replace 30K air filter only if necessary.
___05. Check Horn
___06. Check parking brake operation. Does it hold the van?
___07. Check instruments & dash lights for operation
___08. Check heating & A/C operation, switches & temperature controls
___09. Check exterior lights, turn signal & 4-way hazard warning lights
___10. Check washer operation & spray patterns
___11. Check wiper operation & blade condition
___12. Check & clean carpet. Vacuum out battery cooling air filter under driver's seat left side. *DO NOT USE SHOP AIR!*
___13. Check brake fluid level -- **(If low contact UTA)**
___14. Check engine coolant level – if low check for leaks
Use "Toyota Super Long-Life Coolant"
___15. Check hybrid coolant level – if low check for leaks
Use "Toyota Super Long-Life Coolant"
___16. Check windshield washer fluid level
___17. Check AUX battery terminals & charging voltage,
Voltage Reading: _____ *-- Read note at the end*
___18. Inspect all engine hoses and lines for leaks and damage
___19. Inspect air intake & ducts for leaks and secure all clamps
___20. Inspect engine, trans & differential for oil leaks
___21. **Rotate & Inspect Tires for Wear - P235/65R17 103T**
___22. Torque all wheel lug nuts to 76 ft/lbs.

Record Tire Pressure, Tread depth and brake measurements at every maintenance service

Tire Pressure - 35 PSI Front & Rear **Tread depth**

LF_____ RF_____ LF_____ RF_____

LR_____ RR_____ LR_____ RR_____

___23. Check exhaust system for leaks or broken hangers
___24. Inspect suspension, steering, shocks, CV axles and boots
___25. Check brake caliper condition
___26. Check brake rotor condition
___27. Check brake hoses & lines for leaks
___28. **Inspect and record brake pads/linings wear**

LF_____ RF_____ LR_____ RR_____

Every 30,000 Miles - "D" Service Inspection
(Also Includes "E" services – Items 1-28)

___29. Check cabin air filter – Replace only if necessary
Toyota PN# 8713958010
___30. Replace engine air filter element -- *Toyota PN# 17801F0020*
Use a paint pen to record the mileage on the air filter cover.
___31. Check & record coolant freeze point:
Coolant reading _____ °F

Every 60,000 Miles - "C" Service Inspection
(Also Includes "D" and "E" services – Items 1-31)

Use "Toyota ATF WS" oil for hybrid trans & differential ONLY.
Do not overfill oil level as per Toyota Service Information

___32. Change hybrid transmission oil –
Use "Toyota ATF WS" fluid only
___33. Replace transmission drain plug gasket –
Toyota PN# 90430A0003
___34. Change differential oil -- *Use "Toyota ATF WS" fluid only*

Every 90,000 Mile "B" Service Inspection
(Also Includes "D" and "E" services – Items 1-31)

___35. Change and Flush Cooling System
Use "Toyota Super Long-Life Coolant" or equivalent

Every 120,000 Miles - "A" Service Inspection
(Also Includes "C", "D", and "E" services – Items 1-34)

___36. Replace spark plugs – *Denso FC16HR-Q8 (Gap 0.031 in.)*
Use only iridium-tipped spark plugs. Do not adjust spark plug gap.

For vehicle spec's reference the Toyota Sienna 2022 Owner's Manual

Note: *As per "Owner's Manual", disconnect the ground cable if you will be recharging the AUX battery.*

Toyota Hybrid Sienna

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UTAH TRANSITAUTHORITY RIDESHARE/VAN-POOL TOYOTA SIENNA (NON-HYBRID) PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
VENDOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed… Using As Labeled: "√ "= Okay - Item checked is ready for service; "**X**" = Adjust – Item checked has been replaced and is ready for service: "**0**" = Repairs needed – Any items requiring repair.

"E" Service Inspection (7,500 Miles or Eight-Months whichever comes first)

___01. **Change Engine Oil & Replace Oil Filter**
___02. Lubricate all Chassis & Steering Linkages as required
___03 **Rotate & Inspect Tires for Wear**
___04. Check ALL Lug Nuts (Torque to OEM specification)
___05. **Check and record Tire Pressure** ***(Including Spare)***
___06. Brake Fluid: **(If low contact UTA)**
___07. Check & "top off" all fluids using OEM recommended fluids
___08. Coolant Level
___09. Automatic Transmission Fluid
___10. Power Steering Fluid
___11. Windshield Washer Fluid
___12. Safety Equipment Checks: Horn & Seat Belts
___13. Check Instruments & Dash Lights for Operation
___14. Check Heating & A/C Operations, Switches & Temperature Controls
___15. Check Exterior Lights, Turn Signal & 4 Way Hazard Warning Lights
___16. Check Wiper Operation & Blade Condition
___17. Check Washer Operation & Spray Patterns
___18. Check Battery terminals & Charging Voltage Voltage Reading: _____
___19. Inspect Engine Air Filter Element (replace as necessary)
___20. Inspect Serpentine / Accessory Belts
___21. Inspect Engine/Transmission & Differential leaks
___22. Parking Brake Operation
___23. **Inspect and record brake pads/linings wear**
___24. Caliper Condition
___25. Rotor Condition
___26. Brake Hoses & Lines for Leaks
___27. Inspect Driveline & U-Joints for Wear
___28. Check Exhaust System for Leaks or Broken Hangers
___29. Inspect Suspension, Steering, Shocks, and CV axles and boots
___30. Inspect Fuel System for Leaks
___31. Inspect All Coolant Hoses for Leaks and Wear

30,000 Mile "D" Service Inspection
(Also include "E" service)

_____32. Replace cabin air filter
___33 Inspect and tighten driveshaft bolts
___34. Check differential fluid level (Hypoid gear oil API GL-5)

60,000 Mile "C" Service Inspection
(Also includes "D" & "E" services)

___35. Replace Serpentine/accessory belt as required

90,000 Mile "B" Service Inspection
(Also includes "D" & "E" services)

___36. Change & Flush Cooling System "use OEM or equivalent"

120,000 Mile "A" Service Inspection
(Also includes "C", "D", & "E" services)

___37. Replace sparkplugs

Please record Tire Pressure, Tread depth and brake measurements at every maintenance service.

Tire Pressure	***Tread depth***
LF_____RF_____	LF_____RF_____
LR_____RR_____	LR_____RR_____

Brake pad measurement

LF_____RF_____ LR_____RR_____

Important!!!
Is there a current **registration and insurance card?**
YES NO

If "NO" please notify UTA Vanpool Maintenance Representative

UPDATE MAINTENANCE REMINDER STICKER TO 7,500 MILES OR EVERY Eight-MONTHS

Updated 12/10/22

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UTAH TRANSIT AUTHORITY RIDESHARE/VAN-POOL 2010 ONLY TOYOTA SIENNA PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
VENDOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed… Using As Labeled: "√" = Okay - Item checked is ready for service; "**X**" = Adjust – Item checked has been replaced and is ready for service: "**0**"= Repairs needed – Any items requiring repair.

"E" Service inspection
(5,000 Miles or every Six-Months whichever comes first)

___01. Change Engine Oil & Replace Oil Filter **(OEM or equivalent)**
___02. Fill & Check Engine Oil Fluid
___03. Lubricate ALL Chassis & Steering Linkages as required
___04. **Rotate & Inspect Tires for Wear**
___05. Check ALL Lug Nuts (Torque to OEM specification)
___06. **Check and record Tire Pressure *(Including Spare)***
___07. Check & "top off" all fluids using OEM recommended fluids
___08. Brake Fluid: **(If low contact UTA)**
___09. Coolant Level
___10. Automatic Transmission Fluid
___11. Power Steering Fluid
___12. Windshield Washer Fluid
___13. Safety Equipment Checks: Horn & Seat Belts
___14. Check Instruments & Dash Lights for Operation
___15. Check Heating & A/C Operations, Switches & Temperature Controls
___16. Check Exterior Lights, Turn Signal & 4 Way Hazard Warning Lights
___17. Check Wiper Operation & Blade Condition
___18. Check Washer Operation & Spray Patterns
___19. Check Battery terminals & Charging Voltage, Voltage Reading:_____
___20. Inspect Engine Air Filter Element (replace as necessary)
___21. Inspect Serpentine / Accessory Belts
___22. Inspect Engine/Transmission & Differential for leaks
___23. Parking Brake Operation
___24. **Inspect and record brake pads/linings wear**
___25. Caliper Condition
___26. Rotor Condition
___27. Brake Hoses & Lines for Leaks
___28. Inspect Driveline & U-Joints for Wear
___29. Check Exhaust System for Leaks or Broken Hangers
___30. Inspect Suspension, Steering, Shocks, and CV axles and boots
___31. Inspect Fuel System for Leaks
___32. Inspect All Coolant Hoses for Leaks and Wear

30,000 Mile"D" Service Inspection
(Also Includes "E" service)

___33.Replace cabin air filter
___34 Inspect and tighten driveshaft bolts
___35.Check differential fluid level (Hypoid gear oil API GL-5)

60,000 Mile "C" Service Inspection
(Also Includes "D" and "E" services)

___36.Replace Serpentine/accessory belt as required

90,000 Mile "B" Service Inspection
(Also Includes "D" and "E" services)

___37.Change & Flush Cooling System "use OEM or equivalent"

120,000 Mile "A" Service Inspection
(Also Includes "C", "D", and "E" services)

___38. Replace Spark plugs

Please record Tire Pressure, Tread depth and brake measurements at every maintenance service.

Tire Pressure	*Tread depth*
LF_____RF_____	LF_____RF_____
LR_____RR_____	LR_____RR_____

Brake pad measurement

LF_____RF_____ LR_____RR_____

Important!!!
Is there a current **registration and insurance card** in the van YES ☐ NO ☐

If "NO" please notify UTA Vanpool Maintenance Representativ

UPDATE MAINTENANCE REMINDER STICKER TO 5,000 MILES OR EVERY SIX-MONTHS

Updated 2/8/17

UTO Toyota

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EXHIBIT B

PRICE

1. **Total Not-To-Exceed Amount:** The total aggregate amount payable by UTA under this contract, collectively for all contractors in the contractor pool is **Not To Exceed (NTE) $1,895,713.00 over the five (5) year term.** This total NTE amount shall decrease with each payment to a Consultant within the Pool. The Total Not-To-Exceed Amount shall be allocated among the contractors in the pool based on the actual services rendered.

2. **Payment Terms:** UTA to pay with Credit Card (P-Card) for transactions less than $5000.00, otherwise payment shall be Invoiced Net30 after the Services have been performed. No additional fees or charges will be charged because of the use of a purchasing card. UTA currently uses the VISA Card Purchasing Card from US Bank.

PRICE SCHEDULE

D&M Automotive PRICING DETAL FOR THIS RFP

		Year 1 (2024-2025)			Year 2 (2025-2026)			Year 3 (2026-2027)			Year 4 (2027-2028)			Year 5 (2028-2029)			
ITEM#	PRODUCT SERVICE ITEM	Service List Price	% Discount	UTA Price	Service List Price	% Discount	UTA Price	Service List Price	% Discount	UTA Price	Service List Price	% Discount	UTA Price	Service List Price	% Discount	UTA Price	REMARKS / COMMENTS
1	Chevrolet PM "E" 5,000 mile Service Inspection	$ 105.00	60%	$ 42.00	$ 105.00	60%	$ 42.00	$ 119.60	60%	$ 46.00	$ 119.60	60%	$ 46.00	$ 130.00	60%	$ 51.00	
2	Chevrolet PM "D" 75,000 mile Service Inspection	$ 620.00	60%	$ 248.00	$ 620.00	60%	$ 248.00	$ 707.20	60%	$ 272.00	$ 707.20	60%	$ 272.00	$ 777.40	60%	$ 299.00	
3	Chevrolet PM "C" 100,000 mile Service Inspection	$ 1,200.00	60%	$ 480.00	$ 1,200.00	60%	$ 480.00	$ 1,372.80	60%	$ 528.00	$ 1,372.00	60%	$ 528.00	$ 1,502.80	60%	$ 578.00	
4	Ford PM "E" 5,000 mile Service Inspection	$ 105.00	60%	$ 42.00	$ 105.00	60%	$ 42.00	$ 119.60	60%	$ 46.00	$ 119.60	60%	$ 46.00	$ 130.00	60%	$ 51.00	
5	Ford PM "D" 30,000 mile Service Inspection	$ 232.50	60%	$ 93.00	$ 232.50	60%	$ 93.00	$ 265.20	60%	$ 102.00	$ 265.20	60%	$ 102.00	$ 291.20	60%	$ 112.00	
6	Ford PM "C" 60,000 mile Service Inspection	$ 620.00	60%	$ 248.00	$ 620.00	60%	$ 248.00	$ 707.20	60%	$ 272.00	$ 702.20	60%	$ 272.00	$ 777.40	60%	$ 299.00	
7	Ford PM "B" 90,000 mile Service Inspection	$ 1,275.00	60%	$ 510.00	$ 1,275.00	60%	$ 510.00	$ 1,456.00	60%	$ 560.00	$ 1,456.00	60%	$ 560.00	$ 1,586.00	60%	$ 610.00	
8	2017 and Newer Ford Transit PM "E" 7,500 mile Service Inspection	$ 105.00	60%	$ 42.00	$ 105.00	60%	$ 42.00	$ 119.60	60%	$ 46.00	$ 119.60	60%	$ 46.00	$ 130.00	60%	$ 51.00	
9	2017 and Newer Ford Transit PM "D" 30,000 mile Service Inspection	$ 207.50	60%	$ 83.00	$ 207.50	60%	$ 83.00	$ 236.60	60%	$ 91.00	$ 236.60	60%	$ 91.00	$ 257.40	60%	$ 99.00	
10	2017 and Newer Ford Transit PM "C" 60,000 mile Service Inspection	$ 325.00	60%	$ 130.00	$ 325.00	60%	$ 130.00	$ 371.80	60%	$ 143.00	$ 371.80	60%	$ 143.00	$ 410.80	60%	$ 158.00	
11	2017 and Newer Ford Transit PM "B" 90,000 mile Service Inspection	$ 375.00	60%	$ 150.00	$ 375.00	60%	$ 150.00	$ 429.00	60%	$ 165.00	$ 429.00	60%	$ 165.00	$ 470.60	60%	$ 181.00	
12	2017 and Newer Ford Transit PM "A" 120,000 mile Service Inspection	$ 1,275.00	60%	$ 510.00	$ 1,275.00	60%	$ 510.00	$ 1,456.00	60%	$ 560.00	$ 1,456.00	60%	$ 560.00	$ 1,586.00	60%	$ 610.00	
13	Toyota Hybrid Sienna PM "E" 7,500 mile Service Inspection	$ 187.50	60%	$ 75.00	$ 187.50	60%	$ 75.00	$ 213.20	60%	$ 82.00	$ 213.20	60%	$ 82.00	$ 234.00	60%	$ 90.00	
14	Toyota Hybrid Sienna PM "D" 30,000 mile Service Inspection	$ 350.00	60%	$ 140.00	$ 350.00	60%	$ 140.00	$ 400.40	60%	$ 154.00	$ 400.40	60%	$ 154.00	$ 439.40	60%	$ 169.00	
15	Toyota Hybrid Sienna PM "C" 60,000 mile Service Inspection	$ 675.00	60%	$ 270.00	$ 675.00	60%	$ 270.00	$ 772.20	60%	$ 297.00	$ 772.20	60%	$ 297.00	$ 876.20	60%	$ 337.00	
16	Toyota Hybrid Sienna PM "B" 90,000 mile Service Inspection	$ 675.00	60%	$ 270.00	$ 675.00	60%	$ 270.00	$ 772.20	60%	$ 297.00	$ 772.20	60%	$ 297.00	$ 876.20	60%	$ 337.00	
17	Toyota Hybrid Sienna PM "A" 120,000 mile Service Inspection	$ 1,300.00	60%	$ 520.00	$ 1,300.00	60%	$ 520.00	$ 1,482.00	60%	$ 570.00	$ 1,482.00	60%	$ 570.00	$ 1,625.00	60%	$ 625.00	
20	Toyota Non-Hybrid Sienna PM "E" 7,500 mile Service Inspection	$ 162.50	60%	$ 65.00	$ 162.50	60%	$ 65.00	$ 184.60	60%	$ 71.00	$ 184.60	60%	$ 71.00	$ 202.80	60%	$ 78.00	
22	Toyota Non-Hybrid Sienna PM "D" 30,000 mile Service Inspection	$ 212.50	60%	$ 85.00	$ 212.50	60%	$ 85.00	$ 241.80	60%	$ 93.00	$ 241.80	60%	$ 93.00	$ 265.20	60%	$ 102.00	
23	Toyota Non-Hybrid Sienna PM "C" 60,000 mile Service Inspection	$ 362.50	60%	$ 145.00	$ 362.50	60%	$ 145.00	$ 413.40	60%	$ 159.00	$ 413.40	60%	$ 159.00	$ 452.40	60%	$ 174.00	
24	Toyota Non-Hybrid Sienna PM "B" 90,000 miles Service Inspection	$ 450.00	60%	$ 180.00	$ 450.00	60%	$ 180.00	$ 514.80	60%	$ 198.00	$ 514.80	60%	$ 198.00	$ 569.40	60%	$ 219.00	
25	Toyota Non-Hybrid Sienna PM "A" 120,000 miles Service Inspection	$ 1,350.00	60%	$ 540.00	$ 1,350.00	60%	$ 540.00	$ 1,534.00	60%	$ 590.00	$ 1,534.00	60%	$ 590.00	$ 1,677.00	60%	$ 645.00	
26	Toyota 2010 only PM "E" 5000 mile Service Inspection	$ 105.00	60%	$ 42.00	$ 105.00	60%	$ 42.00	$ 119.60	60%	$ 46.00	$ 119.60	60%	$ 46.00	$ 130.00	60%	$ 51.00	
27	Toyota 2010 PM "D" 30,000 mile Service Inspection	$ 212.50	60%	$ 85.00	$ 212.50	60%	$ 85.00	$ 241.80	60%	$ 93.00	$ 241.80	60%	$ 93.00	$ 265.20	60%	$ 102.00	
28	Toyota 2010 PM "C" 60,000 mile Service Inspection	$ 362.50	60%	$ 145.00	$ 362.50	60%	$ 145.00	$ 413.40	60%	$ 159.00	$ 413.40	60%	$ 159.00	$ 452.40	60%	$ 174.00	
29	Toyota 2010 PM "B" 90,000 mile Service Inspection	$ 450.00	60%	$ 180.00	$ 450.00	60%	$ 180.00	$ 514.80	60%	$ 198.00	$ 514.80	60%	$ 198.00	$ 569.40	60%	$ 219.00	
30	Toyota 2010 PM "A" 120,000 Mile Service Inspection	$ 1,350.00	60%	$ 540.00	$ 1,350.00	60%	$ 540.00	$ 1,534.00	60%	$ 590.00	$ 1,534.00	60%	$ 590.00	$ 1,677.00	60%	$ 645.00	
31	Parts Price Discount (%) Offered		25%			25%			25%			25%			25%		

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/10/2024

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Patrick Preusser, Chief Operating Officer
PRESENTER(S):	Michael Goldman, Special Svc Program Manager

TITLE:

Contract: Rideshare/Vanpool Vehicle Preventative Maintenance Program (Florence Enterprises, DBA Jed's Tire Pros and Jed's Treads)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve award and authorize Executive Director to execute this contract and associated disbursements with Florence Enterprises (dba Jed's Tire Pros and Jed's Treads) in the not to exceed amount of $1,895,713.00 over five (5) years as one of 10 vendors in a Rideshare/Vanpool vehicle preventative maintenance service vendor pool.

BACKGROUND:
UTA requires a contract for vendor(s) to provide Vehicle Preventative Maintenance Service at regular service intervals to maintain the warranty and life expectancy of approximately 525 Rideshare/Vanpool Vehicles for various counties throughout Utah.

After conducting a Request for Proposal (RFP) solicitation, UTA received multiple proposals. After evaluation UTA chose to proceed with a multiple award contract, creating a vendor pool of ten (10) vendors. Florence Enterprises (dba Jed's Tire Pros and Jed's Treads) was one of the ten (10) selected vendors with best overall value.

DISCUSSION:
UTA Staff is requesting approval of the contracts under the vendor pool for a total aggregate amount, collectively for all contractors in the vendor pool, not-to-exceed (NTE) $1,895,713.00 over a five (5) year

period. The contracts will commence upon approval and will expire five (5) years form the commencement date. The contracts shall allow for P-Card purchases for service transactions less than $5000.00; otherwise payment shall be Invoiced Net30 after services have been performed. This payment method is required to allow payment flexibility between UTA's vehicle operators and contracted service providers within the vendor pool.
Applicable Contracts: 24-038461BCM, 24-038462BCM, 24-038463BCM, 24-038464BCM 24-038465BCM, 24-038466BCM, 24-038467BCM, 24-038468BCM, 24-038469BCM, & 24-0384610BCM.

The contract values for each supplier shall not exceed the amounts as stated in this memo.

Actual cost will be tracked and managed by the Procurement Department.

CONTRACT SUMMARY:

Contractor Name:	Florence Enterprises dba Jed's Tire Pros and Jed's Treads
Contract Number:	24-038464BCM
Base Contract Effective Dates:	Upon approval thru August 5, 2029
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	NTE of $1,895,713.00 over 5 years for entire contract pool
Procurement Method:	RFP
Budget Authority:	Approved 2024 Operating Budget

ALTERNATIVES:
Without these service contracts, UTA risks not keeping our fleet in a state of good repair and incurring more expensive long-term vehicle maintenance costs.

FISCAL IMPACT:
The 2024 approved budget includes $145,834.00 for the Rideshare/Vanpool Vehicle Preventative Maintenance Pool. Projected funding $1,749,879.00 requests for future years 2025, 2026, 2027, 2028, and 2029 as listed below, based on 4% increase per year to account for inflation and minimal growth. The total 5-year Pool Not-To-Exceed (NTE) amount is $1,895,713.00. All funds will come from the Contract Services operating expense line item in the Department of Van Pool yearly budget 7900.50353.92.

2024 Budgeted Total: $145,834.00 (included in the Approved 2024 Operating Budget for Remaining 5 mos)
2025 Budget Request: $364.000.00 (12mos)
2026 Budget Request: $378,560.00 (12mos)
2027 Budget Request: $393,703.00 (12mos)
2028 budget Request: $409,450.00 (12mos)
2029 budget Request: $204,166.00 (7mos)

Expected 5-year spend: $1,895,713.00

ATTACHMENTS:

1) Contract

UTAH TRANSIT AUTHORITY

GOODS AND SERVICES SUPPLY AGREEMENT

UTA CONTRACT #24-038464BCM
Rideshare/Vanpool Maintenance Program

THIS GOODS AND NON-PROFESSIONAL SERVICES SUPPLY AGREEMENT ("Contract") is entered into and made effective as of the date of last signature below. ("Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and Florence Enterprises dba Jed's Tire Pros and Jed's Treads, a S-Corporation located at 235 N. Main, Layton, UT 84041 (the "Contractor").

RECITALS

WHEREAS, on May 03, 2024, UTA received competitive proposals to provide Vehicle Preventative Maintenance Service on approximately 525 Rideshare/Vanpool Vehicles for various counties throughout Utah. and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation (the "Goods and Services") according to the terms, conditions and specifications prepared by UTA in 24-03846BCM (the "RFP"); and

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

WHEREAS, the Response and Proposal to RFP 24-03846BCM dated May 03, 2024, submitted by the Contractor in response to the RFP ("Contractor's Proposal) was deemed to be advantageous to UTA; and

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

AGREEMENT

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

1. GOOD AND SERVICES TO BE PROVIDED BY CONTRACTOR

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

Contractor is one of several awardees within a contractor pool. Each member of the pool receiving a contract shall have a fair opportunity to provide these Goods and/or Services to UTA for consideration.

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If a Contractor is selected, it shall receive the fixed price rate as described in Exhibit B.

2. **TERM** This Contract will commence upon the last signature date page (pg#19) and will continue for a period of five (5) years expiring approximately August 5, 2029. The 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 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 Goods have been delivered and the Services have been performed. In no event shall advance payments be made.

Allocation of Total Not-To-Exceed Amount: The total aggregate amount payable by UTA under this contract, collectively for all contractors in the pool, shall Not-To-Exceed (NTE) $1,895,713.00. This Contract will be based on the Fixed Price Rates as described in Exhibit B. The Total Not-To-Exceed Amount shall be allocated among the contractors in the contractor pool based on the actual services rendered. Each contractor's billing rates will be applied as applicable.

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

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

5. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

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

Any contractor proposed term or condition which is in conflict with a UTA contract or

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solicitation term or condition will be deemed null and void.

6. **LAWS AND REGULATIONS**

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

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

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

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

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

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

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8. INVOICING PROCEDURES

a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:

i. Contractor Name
ii. Unique Invoice Number
iii. PO Number
iv. Invoice Date
v. Detailed Description of Charges
vi. Total Dollar Amount Due

b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to ap@rideuta.com . Invoices not submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department.

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

9. WARRANTY OF GOODS AND SERVICES

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

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

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c. At any time for a period of one (1) year from the date that all Goods have been delivered and all Services have been performed in accordance with the Contract, Contractor shall at its own expense promptly repair, replace and/or re-perform any Goods or Services that are defective or in any way fail to conform to the Contract requirements.

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

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

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

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11. **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.

12. **INSURANCE REQUIREMENTS**

Standard Insurance Requirements

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

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

1. Commercial General Liability – Occurrence Form

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

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

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- 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.

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

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

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with

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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 endorsements are not acceptable from sub-

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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.

13. **OTHER INDEMNITIES**

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

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

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

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copyrighted or un-copyrighted composition, trade secret, patented or un-patented invention, article or appliance furnished or used in the performance of the Contract.

14. INDEPENDENT CONTRACTOR

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

15. 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).

16. USE OF SUBCONTRACTORS

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

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

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

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

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

17. 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

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

18. **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.

19. **ENVIRONMENTAL RESPONSIBILITY**

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

20. SUSPENSION OF WORK

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

b. If a Suspension of Work Order issued under this Article is canceled, Consultant shall

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resume Work as mutually agreed to in writing by the parties hereto.

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

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

21. **TERMINATION**

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

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

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

b. **CONTRACTOR'S POST TERMINATION OBLIGATIONS:** Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Contractor shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages

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payable under the Contract, shall offset such damages against Contractor's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Goods and Services furnished by Contractor prior to termination.

22. CHANGES

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

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

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

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

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

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

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

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

23. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

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

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

25. **PUBLIC INFORMATION.**

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

26. **PROJECT MANAGER**

UTA's Project Manager for the Contract is Michael Goldman, 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) 287-2065.

27. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Brent Miller, 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) 287-3009.

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.

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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	Florence Enterprises dba Jed's Tire Pros and Jed's Treads
ATTN: Brent Miller	Attn: Jed Florence
669 West 200 South	235 N. Main Street
Salt Lake City, UT 84101	Layton, Utah 84041
brmiller@rideuta.com	jedstreads@gmail.com

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

30. **CLAIMS/DISPUTE RESOLUTION**

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

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

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

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 Brent Miller/Contractor's Gary	Five calendar days

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UTA's Ryan Taylor/Contractor's Jed Florence	Five calendar days

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

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

31. GOVERNING LAW

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

32. COSTS AND ATTORNEY FEES

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

33. SEVERABILITY

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

34. AMENDMENTS

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

35. FORCE MAJEURE

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

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36. **NO THIRD-PARTY BENEFICIARIES**

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

37. **ENTIRE AGREEMENT**

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

38. **COUNTERPARTS**

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

39. **NONWAIVER**

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

40. **SALES TAX EXEMPT**

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

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

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

42. **SURVIVAL**

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 7, 9, 10, 11, 12, 13, 15, 17, 18, 19

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,21, 23, 24,25, 30, 31, 32, and 40.

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

UTAH TRANSIT AUTHORITY:

By_____

By_____

By DocuSigned by: Mike Bell 6/4/2024
70E33A415BA44F6...
UTA Legal Counsel

CONTRACTOR:

By DocuSigned by: Jed Florence 6/4/2024
6E3392027C55442...

Name Jed Florence

Title owner

By_____

Name_____

Title_____

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EXHIBIT A
SCOPE OF WORK

Contractor(s) to provide maintenance both scheduled and emergency to our Rideshare/Vanpool fleet. Most of UTA's fleet has fewer than 125,000 miles and the majority of the work is preventative Maintenance including, Oil changes, tires, inspections and emissions testing, brakes, shocks, AC work, alignments and PM inspections.
UTA requires preventative maintenance services on approximately 525 Rideshare/Vanpool Vehicles.
UTA reserves the right to adjust vehicle makes, models, and volumes as UTA's requirements increase or decrease during the term of the contract period. UTA shall provide Contractors with UTAH TRANSIT AUTHORITY RIDESHARE/VANPOOL PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST for vehicles requiring service under this RFP.

Contractor(s) will provide Preventative Maintenance Services in accordance with the Service Intervals and Services as defined for each vehicle Make and Model as shown in the below UTA Maintenance Inspection Checklists.
UTA currently has approximately 525 rideshare/vanpool vehicles.
30 Loaner vans
65 release vehicles
430 Active Vans

The Fleet currently consists of the following vehicle Makes and Models:
~ 179 Chevrolet 3500 and 2500 passenger vans
~ 9 Ford E-350 Economize vans
~ 1 Ford Transit passenger vans
~336 Toyota Sienna vans

Contractor(s) Responsibilities

Overall responsibilities of the successful firm will include the following:

(a) Fast and efficient work on Rideshare/Vanpool vehicles.
(b) Collaborate effectively with designated UTA personnel.
(c) Provide sufficient staffing to ensure timely service of repairs or maintenance.
(d) Grade A Customer Service ensuring courteous service to both UTA personnel and fleet users.
(e) Uphold UTA's safety standards and all OSHA requirements.
(f) Must have a warranty program. Please include in your technical proposal.
(g) Contractor(s) will be responsible for maintaining complete vehicle maintenance records. including warranty work on all vehicles worked on by contractor and records shall be available to UTA upon request.
(h) Parts used must be OEM or equivalent.
(i) Schedule and shuttle vans to warranty dealers for service as needed.

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(j) UTA may provide 1 to 5 loaner vehicles to the contractor(s) to use by the vanpool operators. when a vehicle is dropped off for major service. Contractor(s) will maintain a safe parking. location and will be responsible for the keys to the loaners and ensure that only UTA authorized operator uses the equipment. A loaner Van shall only be released after authorization from UTA personnel. All loaners are to be returned to contractor's care in a clean condition with a full tank of fuel. Contractor(s) will be expected to monitor the condition of loaners and report to UTA any issues.

(k) Contractor(s) must obtain authorization from UTA personnel before proceeding with any repair.

(l) Provide diagnostic supporting evidence, state inspection and emission paperwork, vehicle history, warranty data, mileage thresholds, etc. to support recommended service and repairs.

(m) Perform and complete services compliant to UTA Maintenance inspection checklists. Same day as completion of repairs. (See Samples below for Checklist)

(n) Once work is completed contractor will notify UTA of completion so they can coordinate pick up with the vehicle's operator.

(o) Have an invoice system capable of including the UTA vehicle number, the contract number, and contracted price.

(p) Always returning vehicle in same or better condition of cleanliness than when received. Taking steps to ensure no materials are left in vehicles as a result of the service. Taking all reasonable steps to safeguard vehicles and shall accept all liability in the event that a UTA vehicle sustains damage while in the care and custody of contractor.

Service Area Locations:

Areas of service needed
Salt Lake County: Salt Lake City South Salt Lake City West Valley Riverton Sandy Draper West Jordan
Weber County: Ogden Layton Clearfield Roy Brigham City Logan Tremonton
South Utah County: Spanish Fork Payson
Toole County:

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Toole Grantsville
North Utah County: Lehi American Fork Orem Provo
Special Service Areas: Cedar City Park City

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UTA Maintenance Inspection Checklists:

UTAH TRANSIT AUTHORITY RIDESHARE/VAN-POOL CHEVROLET PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed… Using As Labeled: "√ " = Okay - Item checked is ready for service; "**X**" = Adjust – Item checked has been replaced and is ready for service: "**0**"= Repairs needed – Any items requiring repair.

"E" Service Inspection
(5,000 Miles or Six-Months Whichever comes first)

___01. Change Engine Oil & Replace Oil Filter **(OEM or equivalent)**
___02. Fill & Check Engine Oil Fluid
___03. Lubricate ALL Chassis & Steering Linkages (Ball Joints, Steering Linkage Equipped with zerk fittings)
___04. **Rotate & Inspect Tires for Wear**
___05. Check ALL Lug Nuts (Torque to OEM specification)
___06. **Check and Record Tire Pressure *(Including Spare)***
___07. Check & "top Off" Listed Fluids using OEM Recommended fluids
___08. Brake Fluid: **(If low, contact UTA)**
___09. Coolant Level
___10. Coolant Protection Level: _____◦F
___11. Automatic Transmission Fluid
___12. Power Steering Fluid
___13. Windshield Washer Fluid
___14. Differential Fluid Level: "SAE 75W-90 "Synthetic"
___15. Safety Equipment Checks: Horn & Seat Belts
___16. Check Instruments & Dash Lights for Operation
___17. Check Heating & A/C Operations, Switches & Temperature Controls
___18. Check: Exterior Lights, Turn Signal & 4 Way Hazards Warning Lights
___19. Check Wiper Operation & Blade Condition
___20. Check Washer Operation & Spray Patterns
___21. Check Battery terminlas & Charging Voltage, Voltage Reading: _____
___22. Inspect Engine Air Filter Element (Replace as necessary)
___23. Inspect Serpentine / Accessory Belts
___24. Inspect Engine/Transmission & Differential for leaks
___25. Inspect All Coolant Hoses for Leaks and Wear
___26. Parking Brake Operation
___27. **Check and record Lining/Pad Wear**
___28. Caliper Condition
___29. Rotor Condition
___30. Brake Hoses & Lines for Leaks
___31. Inspect Driveline & U-Joints for Wear
___32. Check Exhaust System for Leaks or Broken Hangers
___33. Inspect Suspension, Steering, Torsion Bars, Shocks for Wear
___34. Inspect Fuel System for Leaks
___35. Lubricate all door locks (WD-40 spray)

75,000 Mile "D" Service Inspection
(Also Includes "E" Service)

___36. Replace Serpentine Belt / Accessory Belts (as required)
___37. Inspect Evaporative control system
___38. Change Transmission Fluid & Filter

100,000 Mile "C" Service Inspection
(Also Includes "E" service)

___39. Tune up/Replace Spark Plugs
___40. Change Rear Differential Fluid Using "SAE 75W-90 Synthetic Oil"
___41. Inspect Evaporative control system
___42. Flush cooling system (Replace with OEM recommended fluid)

Please record Tire Pressure, Tread depth and brake pad measurement at every maintenance service.

Tire Pressure	***Tread depth***
LF_____RF_____	LF_____RF_____
LR_____RR_____	LR_____RR_____

Brake pad measurement

LF_____RF_____ LR_____RR_____

Important!!!
Is there a current **registration and insurance card** in the van YES ☐ NO ☐

If "NO" please notify UTA Vanpool Maintenance Representative

UPDATE MAINTENANCE REMINDER STICKER TO 5,000 MILES OR EVERY SIX-MONTHS

Updated 2/9/17

Chevrolet

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UTAH TRANSIT AUTHORITY
RIDESHARE/VANPOOL FORD PREVENTATIVE MAINTENANCE INSPECTION LIST

VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF THE VIN:	
CONTRACTOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed. Using As Labeled: √ = Okay – Item checked is ready for service; **X** = Adjust – Item checked has been replaced and is ready for service. **0** = Repairs needed – Any items requiring repair

"E" Service Inspection
(5,000 Miles or Six-Months whichever comes first)

___01. Change Engine Oil & Replace Oil Filter **(OEM or equivalent)**
___02. Fill & Check Engine Oil Fluid
___03. Lubricate ALL Chassis & Steering Linkages (Ball Joints, Steering Linkage Equipped with zerk fittings)
___04. **Rotate & Inspect Tires for Wear**
___05 Check ALL Lug Nuts (Torque to OEM specifications.)
___06. **Check and record tire Pressure *(Including Spare)***
___07. Check & top Off Listed Fluids & Levels using OEM recommended fluids
___08. Brake Fluid: ***(If low, notify UTA)***
___09. Coolant Level
___10. Coolant Protection Level: _____◦F
___11. Automatic Transmission Fluid
___12. Power Steering Fluid
___13. Windshield Washer Fluid
___14. Differential Fluid Level: SAE 75W-140 Synthetic
___15. Check Heating & A/C Operations, Switches & Temperature Controls
___16. Check Instruments & Dash Lights for Operation
___17. Safety Equipment Checks: Horn & Seat Belts
___18. Check: Exterior Lights, Turn Signal & 4 Way Hazards Warning Lights
___19. Check Wiper Operation & Blade Condition
___20. Check Washer Operation & Spray Patterns
___21. Check Battery terminals & Charging Voltage, Voltage Reading_____
___22. Inspect Engine Air Filter Element (Replace as necessary)
___23. Inspect Serpentine / Accessory Belts
___24. Inspect Engine/Transmission & Differential for leaks
___25. Inspect Fuel System for Lea ks
___26. Inspect All Coolant Hoses for Leaks and Wear
___27. Parking Brake Operation
___28. **Check and record Brake Lining/Pad Wear**
___29. Caliper Condition
___30. Rotor Condition
___31. Brake Hoses & Lines for cracks or Leaks
___32. Inspect Driveline & U-Joints for Wear
___33. Check Exhaust System for Leaks or Broken Hangers
___34. Inspect Suspension, Steering, Torsion Bars, Shocks for Wear
___35. Lubricate door locks (WD-40 Spray)

30,000 MILE "D" Service Inspection
(Also Includes "E" Service)

___39. Replace fuel filter (if applicable)

60,000 MILE "C" Service Inspection
(Also Includes "D" and "E" services)

___40. Change transmission fluid and filter
___41. Replace Serpentine Belt / Accessory Belts (as required)

90,000 MILE "B" Service Inspection
(Also Includes "D" and "E" Services)

___42. Replace Spark Plugs

___43. Change Rear Differential Fluid Using SAE 75W-140 Synthetic
___44. Replace coolant (as per OEM specs)

Please record Tire Pressure, Tread depth and brake pad measurement at every maintenance service.

Tire Pressure	***Tread depth***
LF_____RF_____	LF_____RF_____
LR_____RR_____	LR_____RR_____

Brake pad measurement

LF_____RF_____ LR_____RR_____

Important!!!
Is there a current **registration and insurance card** in the van YES ☐ NO ☐

If "NO" please notify UTA Vanpool Maintenance Representativ

UPDATE MAINTENANCE REMINDER STICKER TO 5,000 MILES OR EVERY SIX-MONTHS

Updated 2/8/17

FORM

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UTAH TRANSIT AUTHORITY RIDESHARE/VAN-POOL FORD TRANSIT PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
VENDOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed... Using As Labeled:

"V "= Okay - Item checked is ready for service.
"X" = Adjust – Item checked has been replaced and is ready for service:
"0" = Repairs needed – Any items requiring repair.

UPDATE MAINTENANCE REMINDER STICKER TO 7,500 MILES OR EVERY EIGHT-MONTHS

"E" Service Inspection (No Oil Change)
(7,500 Miles or Eight-Months whichever comes first)

___01. Change Engine Oil, Replace Oil Filter & Reset Oil-Life Monitor ***(Use Only OEM Recommended Oil & Filter***
___02. Lubricate All Chassis & Steering Linkages as Required
___03. **Rotate & Inspect Tires for Wear**
___04. Check All Lug Nuts (Torque to OEM specification)
___05. **Check & Record Tire Pressure *(Including Spare)***
___06. Brake Fluid: ***(If Low Contact UTA)***
___07. Check & "Top Off" All Fluids Using OEM Recommended Fluids
___08. Coolant Level
___09. Transmission Fluid Level ***(If equipped w/dipstick)***
___10. Power Steering Fluid Level
___11. Windshield Washer Fluid Level
___12. Safety Equipment Checks: Horn & Seat Belts
___13. Check Instruments & Dash Lights for Operation
___14. Check Heating & A/C Operations, Switches & Temperature Controls
___15. Check Exterior Lights, Turn Signal & 4 Way Hazard Warning Lights
___16. Check Wiper Operation & Blade Condition
___17. Check Washer Operation & Spray Patterns
___18. Check Battery terminals & Charging Voltage, Voltage Reading: _____
___19. Inspect Engine Air Filter Element (replace as necessary)
___20. Inspect Serpentine / Accessory Belts
___21. Inspect Engine/Transmission & Differential leaks
___22. Parking Brake Operation
___23. **Inspect and record brake pads/linings wear**
___24. Caliper Condition
___25. Rotor Condition
___26. Check Brake Hoses & Lines for Damage & Leaks
___27. Inspect Driveline & U-Joints for Wear
___28. Check Exhaust System for Leaks or Broken Hangers
___29. Inspect Suspension, Steering, Shocks, CV axles and boots
___30. Inspect Fuel System for Leaks
___31. Inspect All Coolant Hoses for Leaks and Wear

30,000 Mile "D" Service Inspection
(Also includes "E" service)

___32. Replace Cabin Air Filter
___33. Inspect & Tighten Driveshaft Bolts
___34. Check Differential Fluid Level (Motorcraft Premium SAE 75W-85 Synthetic Hypoid Gear Oil)

60,000 Mile "C" Service Inspection
(Also includes "D" and "E" services)

___35. Replace Serpentine/Accessory Belt as Required

90,000 Mile "B" Service Inspection
(Also includes "D" and "E" services)

___36. Change & Flush Cooling System "Use OEM or Equivalent"

120,000 Mile "A" Service Inspection
(Also includes "C", "D" and "E" services)

___37. Change Automatic Transmission Fluid & Filter
___38. Change Rear Axle Fluid
___39. Replace Sparkplugs

Please record Tire Pressure, Tread depth and brake measurements at every maintenance service.

Tire Pressure	***Tread depth***
LF _____ RF_____	LF _____ RF_____
LR _____ RR_____	LR _____ RR_____

Brake pad measurement

LF _____ RF_____ LR _____ RR_____

Important!!!

Is there a current **registration and insurance card**?
YES ☐ NO ☐

If "NO" please notify UTA Vanpool Maintenance

Updated 1/10/2023 RR

DRAFT AND NEWER FORD TRANSIT ONLY

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UTAH TRANSIT AUTHORITY

RIDESHARE/VANPOOL TOYOTA SIENNA (HYBRID) PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST

VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
VENDOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed… Using As Labeled: "√ "= Okay - Item checked is ready for service; "**X**" = Adjust – Item checked has been replaced and is ready for service: "**0**" = Repairs needed – Any items requiring repair.

Is there a current **registration and insurance card** in the van? YES ☐ NO ☐

If "NO", then please notify UTA Vanpool Maintenance Representative

"E" Service inspection (Items 1-28)
(7,500 Miles or every Eight-Months whichever comes first)

___01. **Replace engine oil & filter** – *4.8 Qts w/filter*
Use Toyota Genuine Motor Oil SAE 0W-16
___02. **Replace aluminum crush ring on oil drain plug**
Toyota PN# 9043012031
___03. **Reset MIL Lamp** – *Located in IP cluster settings*
___04. **Inspect engine air filter element** -*Toyota PN# 17801F0020*
Replace 30K air filter only if necessary.
___05. Check Horn
___06. Check parking brake operation. Does it hold the van?
___07. Check instruments & dash lights for operation
___08. Check heating & A/C operation, switches & temperature controls
___09. Check exterior lights, turn signal & 4-way hazard warning lights
___10. Check washer operation & spray patterns
___11. Check wiper operation & blade condition
___12. Check & clean carpet. Vacuum out battery cooling air filter under driver's seat left side. *DO NOT USE SHOP AIR!*
___13. Check brake fluid level -- **(If low contact UTA)**
___14. Check engine coolant level – if low check for leaks
Use "Toyota Super Long-Life Coolant"
___15. Check hybrid coolant level – if low check for leaks
Use "Toyota Super Long-Life Coolant"
___16. Check windshield washer fluid level
___17. Check AUX battery terminals & charging voltage,
Voltage Reading: _____ *-- Read note at the end*
___18. Inspect all engine hoses and lines for leaks and damage
___19. Inspect air intake & ducts for leaks and secure all clamps
___20. Inspect engine, trans & differential for oil leaks
___21. **Rotate & Inspect Tires for Wear - P235/65R17 103T**
___22. Torque all wheel lug nuts to 76 ft/lbs.

Record Tire Pressure, Tread depth and brake measurements at every maintenance service

Tire Pressure - 35 PSI Front & Rear **Tread depth**

LF_____ RF_____ LF_____ RF_____

LR_____ RR_____ LR_____ RR_____

___23. Check exhaust system for leaks or broken hangers
___24. Inspect suspension, steering, shocks, CV axles and boots
___25. Check brake caliper condition
___26. Check brake rotor condition
___27. Check brake hoses & lines for leaks
___28. **Inspect and record brake pads/linings wear**

LF_____ RF_____ LR_____ RR_____

Every 30,000 Miles - "D" Service Inspection
(Also Includes "E" services – Items 1-28)

___29. Check cabin air filter – Replace only if necessary
Toyota PN# 8713958010
___30. Replace engine air filter element -- *Toyota PN# 17801F0020*
Use a paint pen to record the mileage on the air filter cover.
___31. Check & record coolant freeze point:
Coolant reading _____ °F

Every 60,000 Miles - "C" Service Inspection
(Also Includes "D" and "E" services – Items 1-31)

Use "Toyota ATF WS" oil for hybrid trans & differential ONLY.
Do not overfill oil level as per Toyota Service Information

___32. Change hybrid transmission oil –
Use "Toyota ATF WS" fluid only
___33. Replace transmission drain plug gasket –
Toyota PN# 90430A0003
___34. Change differential oil -- *Use "Toyota ATF WS" fluid only*

Every 90,000 Mile "B" Service Inspection
(Also Includes "D" and "E" services – Items 1-31)

___35. Change and Flush Cooling System
Use "Toyota Super Long-Life Coolant" or equivalent

Every 120,000 Miles - "A" Service Inspection
(Also Includes "C", "D", and "E" services – Items 1-34)

___36. Replace spark plugs – *Denso FC16HR-Q8 (Gap 0.031 in.)*
Use only iridium-tipped spark plugs. Do not adjust spark plug gap.

For vehicle spec's reference the Toyota Sienna 2022 Owner's Manual

Note: *As per "Owner's Manual", disconnect the ground cable if you will be recharging the AUX battery.*

Toyota Hybrid Sienna

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UTAH TRANSITAUTHORITY RIDESHARE/VAN-POOL TOYOTA SIENNA (NON-HYBRID) PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
VENDOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed… Using As Labeled: "√ "= Okay - Item checked is ready for service; "**X**" = Adjust – Item checked has been replaced and is ready for service: "**0**" = Repairs needed – Any items requiring repair.

"E" Service Inspection (7,500 Miles or Eight-Months whichever comes first)

___01. **Change Engine Oil & Replace Oil Filter**
___02. Lubricate all Chassis & Steering Linkages as required
___03 **Rotate & Inspect Tires for Wear**
___04. Check ALL Lug Nuts (Torque to OEM specification)
___05. **Check and record Tire Pressure** ***(Including Spare)***
___06. Brake Fluid: **(If low contact UTA)**
___07. Check & "top off" all fluids using OEM recommended fluids
___08. Coolant Level
___09. Automatic Transmission Fluid
___10. Power Steering Fluid
___11. Windshield Washer Fluid
___12. Safety Equipment Checks: Horn & Seat Belts
___13. Check Instruments & Dash Lights for Operation
___14. Check Heating & A/C Operations, Switches & Temperature Controls
___15. Check Exterior Lights, Turn Signal & 4 Way Hazard Warning Lights
___16. Check Wiper Operation & Blade Condition
___17. Check Washer Operation & Spray Patterns
___18. Check Battery terminals & Charging Voltage Voltage Reading: _____
___19. Inspect Engine Air Filter Element (replace as necessary)
___20. Inspect Serpentine / Accessory Belts
___21. Inspect Engine/Transmission & Differential leaks
___22. Parking Brake Operation
___23. **Inspect and record brake pads/linings wear**
___24. Caliper Condition
___25. Rotor Condition
___26. Brake Hoses & Lines for Leaks
___27. Inspect Driveline & U-Joints for Wear
___28. Check Exhaust System for Leaks or Broken Hangers
___29. Inspect Suspension, Steering, Shocks, and CV axles and boots
___30. Inspect Fuel System for Leaks
___31. Inspect All Coolant Hoses for Leaks and Wear

30,000 Mile "D" Service Inspection
(Also include "E" service)

_____32. Replace cabin air filter
___33 Inspect and tighten driveshaft bolts
___34. Check differential fluid level (Hypoid gear oil API GL-5)

60,000 Mile "C" Service Inspection
(Also includes "D" & "E" services)

___35. Replace Serpentine/accessory belt as required

90,000 Mile "B" Service Inspection
(Also includes "D" & "E" services)

___36. Change & Flush Cooling System "use OEM or equivalent"

120,000 Mile "A" Service Inspection
(Also includes "C", "D", & "E" services)

___37. Replace sparkplugs

Please record Tire Pressure, Tread depth and brake measurements at every maintenance service.

Tire Pressure	***Tread depth***
LF_____RF_____	LF_____RF_____
LR_____RR_____	LR_____RR_____

Brake pad measurement

LF_____RF_____ LR_____RR_____

Important!!!
Is there a current **registration and insurance card?**
YES NO

If "NO" please notify UTA Vanpool Maintenance Representative

UPDATE MAINTENANCE REMINDER STICKER TO 7,500 MILES OR EVERY Eight-MONTHS

Updated 12/10/22

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UTAH TRANSIT AUTHORITY RIDESHARE/VAN-POOL 2010 ONLY TOYOTA SIENNA PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
VENDOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed… Using As Labeled: "√" = Okay - Item checked is ready for service; "**X**" = Adjust – Item checked has been replaced and is ready for service: "**0**"= Repairs needed – Any items requiring repair.

"E" Service inspection
(5,000 Miles or every Six-Months whichever comes first)

___01. Change Engine Oil & Replace Oil Filter **(OEM or equivalent)**
___02. Fill & Check Engine Oil Fluid
___03. Lubricate ALL Chassis & Steering Linkages as required
___04. **Rotate & Inspect Tires for Wear**
___05. Check ALL Lug Nuts (Torque to OEM specification)
___06. **Check and record Tire Pressure *(Including Spare)***
___07. Check & "top off" all fluids using OEM recommended fluids
___08. Brake Fluid: **(If low contact UTA)**
___09. Coolant Level
___10. Automatic Transmission Fluid
___11. Power Steering Fluid
___12. Windshield Washer Fluid
___13. Safety Equipment Checks: Horn & Seat Belts
___14. Check Instruments & Dash Lights for Operation
___15. Check Heating & A/C Operations, Switches & Temperature Controls
___16. Check Exterior Lights, Turn Signal & 4 Way Hazard Warning Lights
___17. Check Wiper Operation & Blade Condition
___18. Check Washer Operation & Spray Patterns
___19. Check Battery terminals & Charging Voltage, Voltage Reading:_____
___20. Inspect Engine Air Filter Element (replace as necessary)
___21. Inspect Serpentine / Accessory Belts
___22. Inspect Engine/Transmission & Differential for leaks
___23. Parking Brake Operation
___24. **Inspect and record brake pads/linings wear**
___25. Caliper Condition
___26. Rotor Condition
___27. Brake Hoses & Lines for Leaks
___28. Inspect Driveline & U-Joints for Wear
___29. Check Exhaust System for Leaks or Broken Hangers
___30. Inspect Suspension, Steering, Shocks, and CV axles and boots
___31. Inspect Fuel System for Leaks
___32. Inspect All Coolant Hoses for Leaks and Wear

30,000 Mile"D" Service Inspection
(Also Includes "E" service)

___33.Replace cabin air filter
___34 Inspect and tighten driveshaft bolts
___35.Check differential fluid level (Hypoid gear oil API GL-5)

60,000 Mile "C" Service Inspection
(Also Includes "D" and "E" services)

___36.Replace Serpentine/accessory belt as required

90,000 Mile "B" Service Inspection
(Also Includes "D" and "E" services)

___37.Change & Flush Cooling System "use OEM or equivalent"

120,000 Mile "A" Service Inspection
(Also Includes "C", "D", and "E" services)

___38. Replace Spark plugs

Please record Tire Pressure, Tread depth and brake measurements at every maintenance service.

Tire Pressure	*Tread depth*
LF_____RF_____	LF_____RF_____
LR_____RR_____	LR_____RR_____

Brake pad measurement

LF_____RF_____ LR_____RR_____

Important!!!
Is there a current **registration and insurance card** in the van YES ☐ NO ☐

If "NO" please notify UTA Vanpool Maintenance Representativ

UPDATE MAINTENANCE REMINDER STICKER TO 5,000 MILES OR EVERY SIX-MONTHS

Updated 2/8/17

UTO Toyota

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EXHIBIT B

PRICE

1. **Total Not-To-Exceed Amount:** The total aggregate amount payable by UTA under this contract, collectively for all contractors in the contractor pool is **Not To Exceed (NTE) $1,895,713.00 over the five (5) year term.** This total NTE amount shall decrease with each payment to a Consultant within the Pool. The Total Not-To-Exceed Amount shall be allocated among the contractors in the pool based on the actual services rendered.

2. **Payment Terms:** UTA to pay with Credit Card (P-Card) for transactions less than $5000.00, otherwise payment shall be Invoiced Net30 after the Services have been performed. No additional fees or charges will be charged because of the use of a purchasing card. UTA currently uses the VISA Card Purchasing Card from US Bank.

PRICE SCHEDULE

		Florence ent dba Jed's Treads Tire PRICING DETAL FOR THIS RFP															
		Year 1 (2024-2025)			Year 2 (2025-2026)			Year 3 (2026-2027)			Year 4 (2027-2028)			Year 5 (2028-2029)			
ITEM#	PRODUCT SERVICE ITEM	Service List Price	% Discount	UTA Price	Service List Price	% Discount	UTA Price	Service List Price	% Discount	UTA Price	Service List Price	% Discount	UTA Price	Service List Price	% Discount	UTA Price	REMARKS / COMMENTS
1	Chevrolet PM "E" 5,000 mile Service Inspection	$ 145.00		114.69 inc rotation			$ 120.73			$ 127.08			$ 133.77			$ 140.81	
2	Chevrolet PM "D" 75,000 mile Service Inspection	$ 815.00		$ 683.00			$ 718.95			$ 756.79			$ 796.62			$ 838.55	
3	Chevrolet PM "C" 100,000 mile Service Inspection	$ 920.00		$ 795.00			$ 836.84			$ 880.88			$ 927.24			$ 976.04	
4	Ford PM "E" 5,000 mile Service Inspection	$ 150.00		$ 119.00			$ 125.56			$ 131.85			$ 138.79			$ 146.09	
5	Ford PM "D" 30,000 mile Service Inspection	$ 195.00		$ 135.00			$ 142.11			$ 149.59			$ 157.56			$ 165.75	
6	Ford PM "C" 60,000 mile Service Inspection	$ 780.00		$ 670.00			$ 705.26			$ 742.38			$ 781.45			$ 822.58	
7	Ford PM "B" 90,000 mile Service Inspection	$ 1,350.00		$ 1,180.00			$ 1,242.11			$ 1,307.48			$ 1,376.29			$ 1,448.73	
8	2017 and Newer Ford Transit PM "E" 7,500 mile Service Inspection	na															
9	2017 and Newer Ford Transit PM "D" 30,000 mile Service Inspection	na															
10	2017 and Newer Ford Transit PM "C" 60,000 mile Service Inspection	na															
11	2017 and Newer Ford Transit PM "B" 90,000 mile Service Inspection	na															
12	2017 and Newer Ford Transit PM "A" 120,000 mile Service Inspection	na															
13	Toyota Hybrid Sienna PM "E" 7,500 mile Service Inspection	$ 119.00		$ 89.00			$ 93.68			$ 98.61			$ 103.81			$ 109.26	
14	Toyota Hybrid Sienna PM "D" 30,000 mile Service Inspection	$ 120.00		$ 72.50			$ 76.32			$ 80.34			$ 84.57			$ 89.02	
15	Toyota Hybrid Sienna PM "C" 60,000 mile Service Inspection	na		na													
16	Toyota Hybrid Sienna PM "B" 90,000 mile Service Inspection	$ 220.00		$ 190.00			$ 200.00			$ 210.53			$ 221.61			$ 233.27	
17	Toyota Hybrid Sienna PM "A" 120,000 mile Service Inspection																
20	Toyota Non-Hybrid Sienna PM "E" 7,500 mile Service Inspection	$ 715.00		$ 620.00			$ 652.63			$ 686.98			$ 723.14			$ 761.20	
22	Toyota Non-Hybrid Sienna PM "D" 30,000 mile Service Inspection	$ 119.00		$ 89.00			$ 93.68			$ 98.61			$ 103.80			$ 109.26	
23	Toyota Non-Hybrid Sienna PM "C" 60,000 mile Service Inspection	$ 205.00		$ 146.00			$ 153.68			$ 161.77			$ 170.28			$ 179.24	
24	Toyota Non-Hybrid Sienna PM "B" 90,000 miles Service Inspection	$ 249.00		$ 199.00			$ 209.47			$ 220.49			$ 232.09			$ 244.31	
25	Toyota Non-Hybrid Sienna PM "A" 120,000 miles Service Inspection	$ 645.00		$ 594.00			$ 625.26			$ 658.17			$ 692.81			$ 729.27	
26	Toyota 2010 only PM "E" 5000 mile Service Inspection	$ 119.00		$ 89.00			$ 93.68			$ 98.61			$ 103.80			$ 109.26	
27	Toyota 2010 PM "D" 30,000 mile Service Inspection	$ 120.00		$ 71.00			$ 74.74			$ 78.67			$ 82.81			$ 87.17	
28	Toyota 2010 PM "C" 60,000 mile Service Inspection	$ 205.00		$ 146.00			$ 153.68			$ 161.77			$ 170.28			$ 179.24	
29	Toyota 2010 PM "B" 90,000 mile Service Inspection	$ 210.00		$ 169.99			$ 178.94			$ 188.36			$ 198.27			$ 208.71	
30	Toyota 2010 PM "A" 120,000 Mile Service Inspection	$ 715.00		$ 594.00			$ 625.26			$ 658.77			$ 692.81			$ 729.27	
31	Parts Price Discount (%) Offered																

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/10/2024

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Patrick Preusser, Chief Operating Officer
PRESENTER(S):	Michael Goldman, Special Svc Program Manager

TITLE:

Contract: Rideshare/Vanpool Vehicle Preventative Maintenance Program (Off Road Supply LLC, DBA Fat Bob's Garage)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve award and authorize Executive Director to execute this contract and associated disbursements with Off Road Supply LLC (dba Fat Bobs Garage) in the not to exceed amount of $1,895,713.00 over five (5) years as one of 10 vendors in a Rideshare/Vanpool vehicle preventative maintenance service vendor pool.

BACKGROUND:
UTA requires a contract for vendor(s) to provide Vehicle Preventative Maintenance Service at regular service intervals to maintain the warranty and life expectancy of approximately 525 Rideshare/Vanpool Vehicles for various counties throughout Utah.

After conducting a Request for Proposal (RFP) solicitation, UTA received multiple proposals. After evaluation, UTA chose to proceed with a multiple award contract, creating a vendor pool of ten (10) vendors. Off Road Supply LLC dba Fat Bobs Garage was one of the ten (10) selected vendors with best overall value.

DISCUSSION:
UTA Staff is requesting approval of the contracts under the vendor pool for a total aggregate amount, collectively for all contractors in the vendor pool, not-to-exceed (NTE) $1,895,713.00 over a five (5) year period. The contracts will commence upon approval and will expire five (5) years form the commencement date. The contracts shall allow for P-Card purchases for service transactions less than $5000.00; otherwise payment shall be Invoiced Net30 after services have been performed. This payment method is required to

allow payment flexibility between UTA's vehicle operators and contracted service providers within the vendor pool.

Applicable Contracts: 24-038461BCM, 24-038462BCM, 24-038463BCM, 24-038464BCM 24-038465BCM, 24-038466BCM, 24-038467BCM, 24-038468BCM, 24-038469BCM, & 24-0384610BCM.

The contract values for each supplier shall not exceed the amounts as stated in this memo.

Actual cost will be tracked and managed by the Procurement Department.

CONTRACT SUMMARY:

Contractor Name:	Off Road Supply LLC dba Fat Bobs Garage
Contract Number:	24-038467BCM
Base Contract Effective Dates:	Upon approval thru August 5, 2029
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	NTE of $1,895,713.00 over 5 years for entire contract pool
Procurement Method:	RFP
Budget Authority:	Approved 2024 Operating Budget

ALTERNATIVES:

Without these service contracts, UTA risks not keeping our fleet in a state of good repair and incurring more expensive long-term vehicle maintenance costs.

FISCAL IMPACT:

The 2024 approved budget includes $145,834.00 for the Rideshare/Vanpool Vehicle Preventative Maintenance Pool. Projected funding $1,749,879.00 requests for future years 2025, 2026, 2027, 2028, and 2029 as listed below, based on 4% increase per year to account for inflation and minimal growth. The total 5-year Pool Not-To-Exceed (NTE) amount is $1,895,713.00. All funds will come from the Contract Services operating expense line item in the Department of Van Pool yearly budget 7900.50353.92.

2024 Budgeted Total: $145,834.00 (included in the Approved 2024 Operating Budget for Remaining 5 mos)
2025 Budget Request: $364.000.00 (12mos)
2026 Budget Request: $378,560.00 (12mos)
2027 Budget Request: $393,703.00 (12mos)
2028 budget Request: $409,450.00 (12mos)
2029 budget Request: $204,166.00 (7mos)

Expected 5-year spend: $1,895,713.00

ATTACHMENTS:

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1) Contract

UTAH TRANSIT AUTHORITY

GOODS AND SERVICES SUPPLY AGREEMENT

UTA CONTRACT #24-038467BCM

Rideshare/Vanpool Maintenance Program

THIS GOODS AND NON-PROFESSIONAL SERVICES SUPPLY AGREEMENT ("Contract") is entered into and made effective as of the date of last signature below. ("Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and Off Road Supply LLC dba Fat Bobs Garage , a S-Corporation located at 650 N Main Steet, UT 84041(the "Contractor").

RECITALS

WHEREAS, on May 03, 2024, UTA received competitive proposals to provide Vehicle Preventative Maintenance Service on approximately 525 Rideshare/Vanpool Vehicles for various counties throughout Utah. and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation (the "Goods and Services") according to the terms, conditions and specifications prepared by UTA in 24-03846BCM (the "RFP"); and

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

WHEREAS, the UTA Rideshare/Vanpool Service RFP proposal dated April 25, 2024, submitted by the Contractor in response to the RFP ("Contractor's Proposal) was deemed to be advantageous to UTA; and

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

AGREEMENT

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

1. GOOD AND SERVICES TO BE PROVIDED BY CONTRACTOR

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

Contractor is one of several awardees within a contractor pool. Each member of the pool receiving a contract shall have a fair opportunity to provide these Goods and/or Services to UTA for

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consideration. If a Contractor is selected, it shall receive the fixed price rate as described in Exhibit B.

2. **TERM** This Contract will commence upon the last signature date page (pg#18) and will continue for a period of five (5) years expiring approximately August 5, 2029. The 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 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 Goods have been delivered and the Services have been performed. In no event shall advance payments be made.

Allocation of Total Not-To-Exceed Amount: The total aggregate amount payable by UTA under this contract, collectively for all contractors in the pool, shall Not-To-Exceed (NTE) $1,895,713.00. This Contract will be based on the Fixed Price Rates as described in Exhibit B. The Total Not-To-Exceed Amount shall be allocated among the contractors in the contractor pool based on the actual services rendered. Each contractor's billing rates will be applied as applicable.

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

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

5. **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

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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.

6. **LAWS AND REGULATIONS**

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

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

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

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

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

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

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8. INVOICING PROCEDURES

a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:

i. Contractor Name
ii. Unique Invoice Number
iii. PO Number
iv. Invoice Date
v. Detailed Description of Charges
vi. Total Dollar Amount Due

b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to ap@rideuta.com . Invoices not submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department.

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

9. WARRANTY OF GOODS AND SERVICES

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

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

c. At any time for a period of one (1) year from the date that all Goods have been delivered and all Services have been performed in accordance with the Contract, Contractor shall at its

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own expense promptly repair, replace and/or re-perform any Goods or Services that are defective or in any way fail to conform to the Contract requirements.

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

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

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

11. 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,

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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.

12. **INSURANCE REQUIREMENTS**

Standard Insurance Requirements

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

2. Automobile Liability

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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.

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

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

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

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

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

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

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

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

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

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

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13. **OTHER INDEMNITIES**

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

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

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.

14. **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.

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Contractor acknowledges that it shall be solely responsible for payment of all payrolls, income and other taxes generally applicable to independent contractors.

15. **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).

16. **USE OF SUBCONTRACTORS**

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

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

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

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

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

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

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material to UTA.

18. **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.

19. **ENVIRONMENTAL RESPONSIBILITY**

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

20. SUSPENSION OF WORK

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

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

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

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

21. **TERMINATION**

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

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

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

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

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

22. CHANGES

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

1. In the Scope of Services;

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

3. In the schedule or completion dates applicable to the Work.

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

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

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

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

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

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

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

23. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of the Contract). Such records shall include, without limitation, time sheets and other cost

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

25. **PUBLIC INFORMATION.**

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

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26. **PROJECT MANAGER**

UTA's Project Manager for the Contract is Michael Goldman, 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) 287-2065.

27. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Brent Miller, 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) 287-3009.

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	Off Road Supply LLC dba Fat Bobs Garage
ATTN: Brent Miller	Attn: Douglas Gorman
669 West 200 South	650 N Main Street
Salt Lake City, UT 84101	Layton, UT 84041
brmiller@rideuta.com	doug@fatbobsgarage.com

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

30. **CLAIMS/DISPUTE RESOLUTION**

a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract

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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/Contractor's Project Manager	Five calendar days
UTA's Brent Miller/Contractor's Douglas Gorman	Five calendar days
UTA's Ryan Taylor/Contractor's Douglas Gorman	Five calendar days

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

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

31. GOVERNING LAW

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

32. COSTS AND ATTORNEY FEES

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

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33. **SEVERABILITY**

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

34. **AMENDMENTS**

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

35. **FORCE MAJEURE**

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

36. **NO THIRD-PARTY BENEFICIARIES**

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

37. **ENTIRE AGREEMENT**

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

38. **COUNTERPARTS**

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

39. **NONWAIVER**

No failure or waiver or successive failures or waivers on the part of either party in the enforcement of any condition, covenant, or article of this Contract shall operate as a discharge of

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any such condition, covenant, or article nor render the same invalid, nor impair the right of either party to enforce the same in the event of any subsequent breaches by the other party.

40. **SALES TAX EXEMPT**

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

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

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

42. **SURVIVAL**

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

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

UTAH TRANSIT AUTHORITY:

By_____

By_____

By DocuSigned by: Mike Bell 6/5/2024
70E33A415BA44F6...
UTA Legal Counsel

CONTRACTOR:

By DocuSigned by: Douglas Gorman 6/5/2024
ACE20AB0A3874B4...

Name Douglas Gorman

Title Commercial Manager

By_____

Name_____

Title_____

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EXHIBIT A
SCOPE OF WORK

Contractor(s) to provide maintenance both scheduled and emergency to our Rideshare/Vanpool fleet. Most of UTA's fleet has fewer than 125,000 miles and the majority of the work is preventative Maintenance including, Oil changes, tires, inspections and emissions testing, brakes, shocks, AC work, alignments and PM inspections.
UTA requires preventative maintenance services on approximately 525 Rideshare/Vanpool Vehicles.
UTA reserves the right to adjust vehicle makes, models, and volumes as UTA's requirements increase or decrease during the term of the contract period. UTA shall provide Contractors with UTAH TRANSIT AUTHORITY RIDESHARE/VANPOOL PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST for vehicles requiring service under this RFP.

Contractor(s) will provide Preventative Maintenance Services in accordance with the Service Intervals and Services as defined for each vehicle Make and Model as shown in the below UTA Maintenance Inspection Checklists.
UTA currently has approximately 525 rideshare/vanpool vehicles.
30 Loaner vans
65 release vehicles
430 Active Vans

The Fleet currently consists of the following vehicle Makes and Models:
~ 179 Chevrolet 3500 and 2500 passenger vans
~ 9 Ford E-350 Economize vans
~ 1 Ford Transit passenger vans
~336 Toyota Sienna vans

Contractor(s) Responsibilities

Overall responsibilities of the successful firm will include the following:

(a) Fast and efficient work on Rideshare/Vanpool vehicles.
(b) Collaborate effectively with designated UTA personnel.
(c) Provide sufficient staffing to ensure timely service of repairs or maintenance.
(d) Grade A Customer Service ensuring courteous service to both UTA personnel and fleet users.
(e) Uphold UTA's safety standards and all OSHA requirements.
(f) Must have a warranty program. Please include in your technical proposal.
(g) Contractor(s) will be responsible for maintaining complete vehicle maintenance records. including warranty work on all vehicles worked on by contractor and records shall be available to UTA upon request.
(h) Parts used must be OEM or equivalent.
(i) Schedule and shuttle vans to warranty dealers for service as needed.

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(j) UTA may provide 1 to 5 loaner vehicles to the contractor(s) to use by the vanpool operators. when a vehicle is dropped off for major service. Contractor(s) will maintain a safe parking. location and will be responsible for the keys to the loaners and ensure that only UTA authorized operator uses the equipment. A loaner Van shall only be released after authorization from UTA personnel. All loaners are to be returned to contractor's care in a clean condition with a full tank of fuel. Contractor(s) will be expected to monitor the condition of loaners and report to UTA any issues.

(k) Contractor(s) must obtain authorization from UTA personnel before proceeding with any repair.

(l) Provide diagnostic supporting evidence, state inspection and emission paperwork, vehicle history, warranty data, mileage thresholds, etc. to support recommended service and repairs.

(m) Perform and complete services compliant to UTA Maintenance inspection checklists. Same day as completion of repairs. (See Samples below for Checklist)

(n) Once work is completed contractor will notify UTA of completion so they can coordinate pick up with the vehicle's operator.

(o) Have an invoice system capable of including the UTA vehicle number, the contract number, and contracted price.

(p) Always returning vehicle in same or better condition of cleanliness than when received. Taking steps to ensure no materials are left in vehicles as a result of the service. Taking all reasonable steps to safeguard vehicles and shall accept all liability in the event that a UTA vehicle sustains damage while in the care and custody of contractor.

Service Area Locations:

Areas of service needed
Salt Lake County: Salt Lake City South Salt Lake City West Valley Riverton Sandy Draper West Jordan
Weber County: Ogden Layton Clearfield Roy Brigham City Logan Tremonton
South Utah County: Spanish Fork Payson

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Toole County: Toole Grantsville
North Utah County: Lehi American Fork Orem Provo
Special Service Areas: Cedar City Park City

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UTA Maintenance Inspection Checklists:

UTAH TRANSIT AUTHORITY RIDESHARE/VAN-POOL CHEVROLET PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed… Using As Labeled: "√ " = Okay - Item checked is ready for service; "**X**" = Adjust – Item checked has been replaced and is ready for service: "**0**"= Repairs needed – Any items requiring repair.

"E" Service Inspection
(5,000 Miles or Six-Months Whichever comes first)

___01. Change Engine Oil & Replace Oil Filter **(OEM or equivalent)**
___02. Fill & Check Engine Oil Fluid
___03. Lubricate ALL Chassis & Steering Linkages (Ball Joints, Steering Linkage Equipped with zerk fittings)
___04. **Rotate & Inspect Tires for Wear**
___05. Check ALL Lug Nuts (Torque to OEM specification)
___06. **Check and Record Tire Pressure *(Including Spare)***
___07. Check & "top Off" Listed Fluids using OEM Recommended fluids
___08. Brake Fluid: **(If low, contact UTA)**
___09. Coolant Level
___10. Coolant Protection Level: _____◦F
___11. Automatic Transmission Fluid
___12. Power Steering Fluid
___13. Windshield Washer Fluid
___14. Differential Fluid Level: "SAE 75W-90 "Synthetic"
___15. Safety Equipment Checks: Horn & Seat Belts
___16. Check Instruments & Dash Lights for Operation
___17. Check Heating & A/C Operations, Switches & Temperature Controls
___18. Check: Exterior Lights, Turn Signal & 4 Way Hazards Warning Lights
___19. Check Wiper Operation & Blade Condition
___20. Check Washer Operation & Spray Patterns
___21. Check Battery terminlas & Charging Voltage, Voltage Reading: _____
___22. Inspect Engine Air Filter Element (Replace as necessary)
___23. Inspect Serpentine / Accessory Belts
___24. Inspect Engine/Transmission & Differential for leaks
___25. Inspect All Coolant Hoses for Leaks and Wear
___26. Parking Brake Operation
___27. **Check and record Lining/Pad Wear**
___28. Caliper Condition
___29. Rotor Condition
___30. Brake Hoses & Lines for Leaks
___31. Inspect Driveline & U-Joints for Wear
___32. Check Exhaust System for Leaks or Broken Hangers
___33. Inspect Suspension, Steering, Torsion Bars, Shocks for Wear
___34. Inspect Fuel System for Leaks
___35. Lubricate all door locks (WD-40 spray)

75,000 Mile "D" Service Inspection
(Also Includes "E" Service)

___36. Replace Serpentine Belt / Accessory Belts (as required)
___37. Inspect Evaporative control system
___38. Change Transmission Fluid & Filter

100,000 Mile "C" Service Inspection
(Also Includes "E" service)

___39. Tune up/Replace Spark Plugs
___40. Change Rear Differential Fluid Using "SAE 75W-90 Synthetic Oil"
___41. Inspect Evaporative control system
___42. Flush cooling system (Replace with OEM recommended fluid)

Please record Tire Pressure, Tread depth and brake pad measurement at every maintenance service.

Tire Pressure	***Tread depth***
LF_____RF_____	LF_____RF_____
LR_____RR_____	LR_____RR_____

Brake pad measurement

LF_____RF_____ LR_____RR_____

Important!!!
Is there a current **registration and insurance card** in the van YES ☐ NO ☐

If "NO" please notify UTA Vanpool Maintenance Representative

UPDATE MAINTENANCE REMINDER STICKER TO 5,000 MILES OR EVERY SIX-MONTHS

Updated 2/9/17

Chevrolet

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UTAH TRANSIT AUTHORITY RIDESHARE/VANPOOL FORD PREVENTATIVE MAINTENANCE INSPECTION LIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF THE VIN:	
CONTRACTOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed. Using As Labeled: √ = Okay – Item checked is ready for service; **X** = Adjust – Item checked has been replaced and is ready for service. **0** = Repairs needed – Any items requiring repair

"E" Service Inspection
(5,000 Miles or Six-Months whichever comes first)

___01. Change Engine Oil & Replace Oil Filter **(OEM or equivalent)**
___02. Fill & Check Engine Oil Fluid
___03. Lubricate ALL Chassis & Steering Linkages (Ball Joints, Steering Linkage Equipped with zerk fittings)
___04. **Rotate & Inspect Tires for Wear**
___05 Check ALL Lug Nuts (Torque to OEM specifications.)
___06. **Check and record tire Pressure *(Including Spare)***
___07. Check & top Off Listed Fluids & Levels using OEM recommended fluids
___08. Brake Fluid: ***(If low, notify UTA)***
___09. Coolant Level
___10. Coolant Protection Level: _____◦F
___11. Automatic Transmission Fluid
___12. Power Steering Fluid
___13. Windshield Washer Fluid
___14. Differential Fluid Level: SAE 75W-140 Synthetic
___15. Check Heating & A/C Operations, Switches & Temperature Controls
___16. Check Instruments & Dash Lights for Operation
___17. Safety Equipment Checks: Horn & Seat Belts
___18. Check: Exterior Lights, Turn Signal & 4 Way Hazards Warning Lights
___19. Check Wiper Operation & Blade Condition
___20. Check Washer Operation & Spray Patterns
___21. Check Battery terminals & Charging Voltage, Voltage Reading_____
___22. Inspect Engine Air Filter Element (Replace as necessary)
___23. Inspect Serpentine / Accessory Belts
___24. Inspect Engine/Transmission & Differential for leaks
___25. Inspect Fuel System for Lea ks
___26. Inspect All Coolant Hoses for Leaks and Wear
___27. Parking Brake Operation
___28. **Check and record Brake Lining/Pad Wear**
___29. Caliper Condition
___30. Rotor Condition
___31. Brake Hoses & Lines for cracks or Leaks
___32. Inspect Driveline & U-Joints for Wear
___33. Check Exhaust System for Leaks or Broken Hangers
___34. Inspect Suspension, Steering, Torsion Bars, Shocks for Wear
___35. Lubricate door locks (WD-40 Spray)

30,000 MILE "D" Service Inspection
(Also Includes "E" Service)

___39. Replace fuel filter (if applicable)

60,000 MILE "C" Service Inspection
(Also Includes "D" and "E" services)

___40. Change transmission fluid and filter
___41. Replace Serpentine Belt / Accessory Belts (as required)

90,000 MILE "B" Service Inspection
(Also Includes "D" and "E" Services)

___42. Replace Spark Plugs

___43. Change Rear Differential Fluid Using SAE 75W-140 Synthetic
___44. Replace coolant (as per OEM specs)

Please record Tire Pressure, Tread depth and brake pad measurement at every maintenance service.

Tire Pressure	***Tread depth***
LF_____RF_____	LF_____RF_____
LR_____RR_____	LR_____RR_____

Brake pad measurement

LF_____RF_____ LR_____RR_____

Important!!!
Is there a current **registration and insurance card** in the van YES ☐ NO ☐

If "NO" please notify UTA Vanpool Maintenance Representativ

UPDATE MAINTENANCE REMINDER STICKER TO 5,000 MILES OR EVERY SIX-MONTHS

Updated 2/8/17

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UTAH TRANSIT AUTHORITY RIDESHARE/VAN-POOL FORD TRANSIT PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
VENDOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed... Using As Labeled:

"**V** "= Okay - Item checked is ready for service.
"**X**" = Adjust – Item checked has been replaced and is ready for service:
"**0**" = Repairs needed – Any items requiring repair.

UPDATE MAINTENANCE REMINDER STICKER TO 7,500 MILES OR EVERY EIGHT-MONTHS

"E" Service Inspection (No Oil Change)
(7,500 Miles or Eight-Months whichever comes first)

___01. Change Engine Oil, Replace Oil Filter & Reset Oil-Life Monitor ***(Use Only OEM Recommended Oil & Filter***
___02. Lubricate All Chassis & Steering Linkages as Required
___03. **Rotate & Inspect Tires for Wear**
___04. Check All Lug Nuts (Torque to OEM specification)
___05. **Check & Record Tire Pressure *(Including Spare)***
___06. Brake Fluid: ***(If Low Contact UTA)***
___07. Check & "Top Off" All Fluids Using OEM Recommended Fluids
___08. Coolant Level
___09. Transmission Fluid Level ***(If equipped w/dipstick)***
___10. Power Steering Fluid Level
___11. Windshield Washer Fluid Level
___12. Safety Equipment Checks: Horn & Seat Belts
___13. Check Instruments & Dash Lights for Operation
___14. Check Heating & A/C Operations, Switches & Temperature Controls
___15. Check Exterior Lights, Turn Signal & 4 Way Hazard Warning Lights
___16. Check Wiper Operation & Blade Condition
___17. Check Washer Operation & Spray Patterns
___18. Check Battery terminals & Charging Voltage, Voltage Reading: _____
___19. Inspect Engine Air Filter Element (replace as necessary)
___20. Inspect Serpentine / Accessory Belts
___21. Inspect Engine/Transmission & Differential leaks
___22. Parking Brake Operation
___23. **Inspect and record brake pads/linings wear**
___24. Caliper Condition
___25. Rotor Condition
___26. Check Brake Hoses & Lines for Damage & Leaks
___27. Inspect Driveline & U-Joints for Wear
___28. Check Exhaust System for Leaks or Broken Hangers
___29. Inspect Suspension, Steering, Shocks, CV axles and boots
___30. Inspect Fuel System for Leaks
___31. Inspect All Coolant Hoses for Leaks and Wear

30,000 Mile "D" Service Inspection
(Also includes "E" service)

___32. Replace Cabin Air Filter
___33. Inspect & Tighten Driveshaft Bolts
___34. Check Differential Fluid Level (Motorcraft Premium SAE 75W-85 Synthetic Hypoid Gear Oil)

60,000 Mile "C" Service Inspection
(Also includes "D" and "E" services)

___35. Replace Serpentine/Accessory Belt as Required

90,000 Mile "B" Service Inspection
(Also includes "D" and "E" services)

___36. Change & Flush Cooling System "Use OEM or Equivalent"

120,000 Mile "A" Service Inspection
(Also includes "C", "D" and "E" services)

___37. Change Automatic Transmission Fluid & Filter
___38. Change Rear Axle Fluid
___39. Replace Sparkplugs

Please record Tire Pressure, Tread depth and brake measurements at every maintenance service.

Tire Pressure	***Tread depth***
LF _____ RF_____	LF _____ RF_____
LR _____ RR_____	LR _____ RR_____

Brake pad measurement

LF _____ RF_____ LR _____ RR_____

Important!!!

Is there a current **registration and insurance card**?
YES ☐ NO ☐

If "NO" please notify UTA Vanpool Maintenance

Updated 1/10/2023 RR

NOT TO BE USED FOR FORD TRANSIT ONLY

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UTAH TRANSIT AUTHORITY

RIDESHARE/VANPOOL TOYOTA SIENNA (HYBRID) PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST

VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
VENDOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed… Using As Labeled: "√ "= Okay - Item checked is ready for service; "**X**" = Adjust – Item checked has been replaced and is ready for service: "**0**" = Repairs needed – Any items requiring repair.

Is there a current **registration and insurance card** in the van? YES ☐ NO ☐

If "NO", then please notify UTA Vanpool Maintenance Representative

"E" Service inspection (Items 1-28)
(7,500 Miles or every Eight-Months whichever comes first)

___01. **Replace engine oil & filter** – *4.8 Qts w/filter*
Use Toyota Genuine Motor Oil SAE 0W-16
___02. **Replace aluminum crush ring on oil drain plug**
Toyota PN# 9043012031
___03. **Reset MIL Lamp** – *Located in IP cluster settings*
___04. **Inspect engine air filter element** -*Toyota PN# 17801F0020*
Replace 30K air filter only if necessary.
___05. Check Horn
___06. Check parking brake operation. Does it hold the van?
___07. Check instruments & dash lights for operation
___08. Check heating & A/C operation, switches & temperature controls
___09. Check exterior lights, turn signal & 4-way hazard warning lights
___10. Check washer operation & spray patterns
___11. Check wiper operation & blade condition
___12. Check & clean carpet. Vacuum out battery cooling air filter under driver's seat left side. *DO NOT USE SHOP AIR!*
___13. Check brake fluid level -- **(If low contact UTA)**
___14. Check engine coolant level – if low check for leaks
Use "Toyota Super Long-Life Coolant"
___15. Check hybrid coolant level – if low check for leaks
Use "Toyota Super Long-Life Coolant"
___16. Check windshield washer fluid level
___17. Check AUX battery terminals & charging voltage,
Voltage Reading: _____ *-- Read note at the end*
___18. Inspect all engine hoses and lines for leaks and damage
___19. Inspect air intake & ducts for leaks and secure all clamps
___20. Inspect engine, trans & differential for oil leaks
___21. **Rotate & Inspect Tires for Wear - P235/65R17 103T**
___22. Torque all wheel lug nuts to 76 ft/lbs.

Record Tire Pressure, Tread depth and brake measurements at every maintenance service

Tire Pressure - 35 PSI Front & Rear **Tread depth**

LF_____ RF_____ LF_____ RF_____

LR_____ RR_____ LR_____ RR_____

___23. Check exhaust system for leaks or broken hangers
___24. Inspect suspension, steering, shocks, CV axles and boots
___25. Check brake caliper condition
___26. Check brake rotor condition
___27. Check brake hoses & lines for leaks
___28. **Inspect and record brake pads/linings wear**

LF_____ RF_____ LR_____ RR_____

Every 30,000 Miles - "D" Service Inspection
(Also Includes "E" services – Items 1-28)

___29. Check cabin air filter – Replace only if necessary
Toyota PN# 8713958010
___30. Replace engine air filter element -- *Toyota PN# 17801F0020*
Use a paint pen to record the mileage on the air filter cover.
___31. Check & record coolant freeze point:
Coolant reading _____ °F

Every 60,000 Miles - "C" Service Inspection
(Also Includes "D" and "E" services – Items 1-31)

Use "Toyota ATF WS" oil for hybrid trans & differential ONLY.
Do not overfill oil level as per Toyota Service Information

___32. Change hybrid transmission oil –
Use "Toyota ATF WS" fluid only
___33. Replace transmission drain plug gasket –
Toyota PN# 90430A0003
___34. Change differential oil -- *Use "Toyota ATF WS" fluid only*

Every 90,000 Mile "B" Service Inspection
(Also Includes "D" and "E" services – Items 1-31)

___35. Change and Flush Cooling System
Use "Toyota Super Long-Life Coolant" or equivalent

Every 120,000 Miles - "A" Service Inspection
(Also Includes "C", "D", and "E" services – Items 1-34)

___36. Replace spark plugs – *Denso FC16HR-Q8 (Gap 0.031 in.)*
Use only iridium-tipped spark plugs. Do not adjust spark plug gap.

For vehicle spec's reference the Toyota Sienna 2022 Owner's Manual

Note: *As per "Owner's Manual", disconnect the ground cable if you will be recharging the AUX battery.*

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UTAH TRANSITAUTHORITY RIDESHARE/VAN-POOL TOYOTA SIENNA (NON-HYBRID) PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
VENDOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed… Using As Labeled: "√ "= Okay - Item checked is ready for service; "**X**" = Adjust – Item checked has been replaced and is ready for service: "**0**" = Repairs needed – Any items requiring repair.

"E" Service Inspection (7,500 Miles or Eight-Months whichever comes first)

___01. **Change Engine Oil & Replace Oil Filter**
___02. Lubricate all Chassis & Steering Linkages as required
___03 **Rotate & Inspect Tires for Wear**
___04. Check ALL Lug Nuts (Torque to OEM specification)
___05. **Check and record Tire Pressure** ***(Including Spare)***
___06. Brake Fluid: **(If low contact UTA)**
___07. Check & "top off" all fluids using OEM recommended fluids
___08. Coolant Level
___09. Automatic Transmission Fluid
___10. Power Steering Fluid
___11. Windshield Washer Fluid
___12. Safety Equipment Checks: Horn & Seat Belts
___13. Check Instruments & Dash Lights for Operation
___14. Check Heating & A/C Operations, Switches & Temperature Controls
___15. Check Exterior Lights, Turn Signal & 4 Way Hazard Warning Lights
___16. Check Wiper Operation & Blade Condition
___17. Check Washer Operation & Spray Patterns
___18. Check Battery terminals & Charging Voltage
Voltage Reading: _____
___19. Inspect Engine Air Filter Element (replace as necessary)
___20. Inspect Serpentine / Accessory Belts
___21. Inspect Engine/Transmission & Differential leaks
___22. Parking Brake Operation
___23. **Inspect and record brake pads/linings wear**
___24. Caliper Condition
___25. Rotor Condition
___26. Brake Hoses & Lines for Leaks
___27. Inspect Driveline & U-Joints for Wear
___28. Check Exhaust System for Leaks or Broken Hangers
___29. Inspect Suspension, Steering, Shocks, and CV axles and boots
___30. Inspect Fuel System for Leaks
___31. Inspect All Coolant Hoses for Leaks and Wear

30,000 Mile "D" Service Inspection
(Also include "E" service)

_____32. Replace cabin air filter
___33 Inspect and tighten driveshaft bolts
___34. Check differential fluid level (Hypoid gear oil API GL-5)

60,000 Mile "C" Service Inspection
(Also includes "D" & "E" services)

___35. Replace Serpentine/accessory belt as required

90,000 Mile "B" Service Inspection
(Also includes "D" & "E" services)

___36. Change & Flush Cooling System "use OEM or equivalent"

120,000 Mile "A" Service Inspection
(Also includes "C", "D", & "E" services)

___37. Replace sparkplugs

Please record Tire Pressure, Tread depth and brake measurements at every maintenance service.

Tire Pressure	***Tread depth***
LF_____RF_____	LF_____RF_____
LR_____RR_____	LR_____RR_____

Brake pad measurement

LF_____RF_____ LR_____RR_____

Important!!!
Is there a current **registration and insurance card?**
YES NO

If "NO" please notify UTA Vanpool Maintenance Representative

UPDATE MAINTENANCE REMINDER STICKER TO 7,500 MILES OR EVERY Eight-MONTHS

Updated 12/10/22

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UTAH TRANSIT AUTHORITY RIDESHARE/VAN-POOL 2010 ONLY TOYOTA SIENNA PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
VENDOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed… Using As Labeled: "√" = Okay - Item checked is ready for service; "**X**" = Adjust – Item checked has been replaced and is ready for service: "**0**"= Repairs needed – Any items requiring repair.

"E" Service inspection
(5,000 Miles or every Six-Months whichever comes first)

___01. Change Engine Oil & Replace Oil Filter **(OEM or equivalent)**
___02. Fill & Check Engine Oil Fluid
___03. Lubricate ALL Chassis & Steering Linkages as required
___04. **Rotate & Inspect Tires for Wear**
___05. Check ALL Lug Nuts (Torque to OEM specification)
___06. **Check and record Tire Pressure** ***(Including Spare)***
___07. Check & "top off" all fluids using OEM recommended fluids
___08. Brake Fluid: **(If low contact UTA)**
___09. Coolant Level
___10. Automatic Transmission Fluid
___11. Power Steering Fluid
___12. Windshield Washer Fluid
___13. Safety Equipment Checks: Horn & Seat Belts
___14. Check Instruments & Dash Lights for Operation
___15. Check Heating & A/C Operations, Switches & Temperature Controls
___16. Check Exterior Lights, Turn Signal & 4 Way Hazard Warning Lights
___17. Check Wiper Operation & Blade Condition
___18. Check Washer Operation & Spray Patterns
___19. Check Battery terminals & Charging Voltage, Voltage Reading:_____
___20. Inspect Engine Air Filter Element (replace as necessary)
___21. Inspect Serpentine / Accessory Belts
___22. Inspect Engine/Transmission & Differential for leaks
___23. Parking Brake Operation
___24. **Inspect and record brake pads/linings wear**
___25. Caliper Condition
___26. Rotor Condition
___27. Brake Hoses & Lines for Leaks
___28. Inspect Driveline & U-Joints for Wear
___29. Check Exhaust System for Leaks or Broken Hangers
___30. Inspect Suspension, Steering, Shocks, and CV axles and boots
___31. Inspect Fuel System for Leaks
___32. Inspect All Coolant Hoses for Leaks and Wear

30,000 Mile"D" Service Inspection
(Also Includes "E" service)

___33.Replace cabin air filter
___34 Inspect and tighten driveshaft bolts
___35.Check differential fluid level (Hypoid gear oil API GL-5)

60,000 Mile "C" Service Inspection
(Also Includes "D" and "E" services)

___36.Replace Serpentine/accessory belt as required

90,000 Mile "B" Service Inspection
(Also Includes "D" and "E" services)

___37.Change & Flush Cooling System "use OEM or equivalent"

120,000 Mile "A" Service Inspection
(Also Includes "C", "D", and "E" services)

___38. Replace Spark plugs

Please record Tire Pressure, Tread depth and brake measurements at every maintenance service.

Tire Pressure	*Tread depth*
LF_____RF_____	LF_____RF_____
LR_____RR_____	LR_____RR_____

Brake pad measurement

LF_____RF_____ LR_____RR_____

Important!!!
Is there a current **registration and insurance card** in the van YES ☐ NO ☐

If "NO" please notify UTA Vanpool Maintenance Representativ

UPDATE MAINTENANCE REMINDER STICKER TO 5,000 MILES OR EVERY SIX-MONTHS

Updated 2/8/17

DO Toyota

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EXHIBIT B

PRICE

1. **Total Not-To-Exceed Amount:** The total aggregate amount payable by UTA under this contract, collectively for all contractors in the contractor pool is **Not To Exceed (NTE) $1,895,713.00 over the five (5) year term.** This total NTE amount shall decrease with each payment to a Consultant within the Pool. The Total Not-To-Exceed Amount shall be allocated among the contractors in the pool based on the actual services rendered.

2. **Payment Terms:** UTA to pay with Credit Card (P-Card) for transactions less than $5000.00, otherwise payment shall be Invoiced Net30 after the Services have been performed. No additional fees or charges will be charged because of the use of a purchasing card. UTA currently uses the VISA Card Purchasing Card from US Bank.

PRICE SCHEDULE

Off Road Supply LLC PRICING DETAL FOR THIS RFP (Rev 6-3-24)

Year 1 (2024-2025)			Year 2 (2025-2026)			Year 3 (2026-2027)			Year 4 (2027-2028)			Year 5 (2028-2029)			
Service List Price	% Discount	UTA Price	Service List Price	% Discount	UTA Price	Service List Price	% Discount	UTA Price	Service List Price	% Discount	UTA Price	Service List Price	% Discount	UTA Price	REMARKS / COMMENTS
$ 259.46	20%	$ 207.57	$ 263.41	20%	$ 210.73	$ 277.27	20%	$ 221.82	$ 285.85	20%	$ 228.68	$ 300.90	20%	$ 240.72	Air Filter If needed 99.95 -20%
$ 1,069.30	20%	$ 855.44	$ 1,085.58	20%	$ 868.47	$ 1,142.72	20%	$ 914.18	$ 1,178.06	20%	$ 942.45	$ 1,240.06	20%	$ 992.05	
$ 1,120.31	20%	$ 896.25	$ 1,137.37	20%	$ 909.90	$ 1,197.23	20%	$ 957.79	$ 1,234.26	20%	$ 987.41	$ 1,299.22	20%	$ 1,039.38	
$ 273.45	20%	$ 218.76	$ 277.61	20%	$ 222.09	$ 292.23	20%	$ 233.78	$ 301.26	20%	$ 241.01	$ 317.12	20%	$ 253.70	Air Filter If needed 26.99 -20%
$ 335.45	20%	$ 268.36	$ 340.56	20%	$ 272.45	$ 358.48	20%	$ 286.79	$ 369.57	20%	$ 295.66	$ 389.02	20%	$ 311.22	
$ 963.10	20%	$ 770.48	$ 977.77	20%	$ 782.21	$ 1,029.23	20%	$ 823.38	$ 1,061.06	20%	$ 848.85	$ 1,116.90	20%	$ 893.52	
$ 1,285.56	20%	$ 1,028.45	$ 1,305.14	20%	$ 1,044.11	$ 1,373.83	20%	$ 1,099.06	$ 1,416.32	20%	$ 1,133.05	$ 1,490.86	20%	$ 1,192.69	
$ 268.21	20%	$ 214.57	$ 272.29	20%	$ 217.84	$ 286.63	20%	$ 229.30	$ 295.49	20%	$ 236.39	$ 311.04	20%	$ 248.83	Air Filter If needed 55.98 -20%
$ 424.41	20%	$ 339.53	$ 430.87	20%	$ 344.70	$ 453.55	20%	$ 362.84	$ 467.58	20%	$ 374.06	$ 492.19	20%	$ 393.75	
$ 580.61	20%	$ 464.49	$ 589.45	20%	$ 471.56	$ 620.48	20%	$ 496.38	$ 639.67	20%	$ 511.73	$ 673.33	20%	$ 538.67	
$ 657.95	20%	$ 526.36	$ 667.97	20%	$ 534.38	$ 703.13	20%	$ 562.50	$ 724.87	20%	$ 579.90	$ 763.02	20%	$ 610.42	
$ 1,878.37	20%	$ 1,502.70	$ 1,906.97	20%	$ 1,525.58	$ 2,007.34	20%	$ 1,605.87	$ 2,069.42	20%	$ 1,655.54	$ 2,178.34	20%	$ 1,742.67	
$ 260.42	20%	$ 208.34	$ 264.39	20%	$ 211.51	$ 278.30	20%	$ 222.64	$ 286.91	20%	$ 229.53	$ 302.01	20%	$ 241.61	Air Filter If needed 29.95 -20%
$ 377.87	20%	$ 302.30	$ 383.62	20%	$ 306.90	$ 403.82	20%	$ 323.05	$ 416.30	20%	$ 333.04	$ 438.21	20%	$ 350.57	
$ 520.82	20%	$ 416.66	$ 528.75	20%	$ 423.00	$ 556.58	20%	$ 445.26	$ 573.79	20%	$ 459.04	$ 603.99	20%	$ 483.20	
$ 611.41	20%	$ 489.13	$ 620.72	20%	$ 496.58	$ 653.39	20%	$ 522.71	$ 673.60	20%	$ 538.88	$ 709.05	20%	$ 567.24	
$ 1,335.32	20%	$ 1,068.26	$ 1,355.65	20%	$ 1,084.52	$ 1,427.01	20%	$ 1,141.60	$ 1,471.14	20%	$ 1,176.91	$ 1,548.57	20%	$ 1,238.85	
$ 258.17	20%	$ 206.54	$ 262.10	20%	$ 209.68	$ 275.90	20%	$ 220.72	$ 284.43	20%	$ 227.54	$ 299.40	20%	$ 239.52	Air Filter If needed 29.95 -20%
$ 322.17	20%	$ 257.74	$ 327.08	20%	$ 261.66	$ 344.29	20%	$ 275.43	$ 354.94	20%	$ 283.95	$ 373.62	20%	$ 298.90	
$ 480.62	20%	$ 384.50	$ 487.94	20%	$ 390.35	$ 513.62	20%	$ 410.90	$ 529.51	20%	$ 423.60	$ 557.37	20%	$ 445.90	
$ 555.71	20%	$ 444.57	$ 564.17	20%	$ 451.34	$ 593.87	20%	$ 475.09	$ 612.23	20%	$ 489.79	$ 644.46	20%	$ 515.56	
$ 1,295.12	20%	$ 1,036.10	$ 1,314.84	20%	$ 1,051.87	$ 1,384.04	20%	$ 1,107.24	$ 1,426.85	20%	$ 1,141.48	$ 1,501.95	20%	$ 1,201.56	
$ 258.17	20%	$ 206.54	$ 262.10	20%	$ 209.68	$ 275.90	20%	$ 220.72	$ 284.43	20%	$ 227.54	$ 299.40	20%	$ 239.52	Air Filter If needed 29.95 -20%
$ 322.17	20%	$ 257.74	$ 327.08	20%	$ 261.66	$ 344.29	20%	$ 275.43	$ 354.94	20%	$ 283.95	$ 373.62	20%	$ 298.90	
$ 480.62	20%	$ 384.50	$ 487.94	20%	$ 390.35	$ 513.62	20%	$ 410.90	$ 529.51	20%	$ 423.60	$ 557.37	20%	$ 445.90	
$ 555.71	20%	$ 444.57	$ 564.17	20%	$ 451.34	$ 593.87	20%	$ 475.09	$ 612.23	20%	$ 489.79	$ 644.46	20%	$ 515.56	
$ 1,036.95	20%	$ 829.56	$ 1,052.74	20%	$ 842.19	$ 1,108.15	20%	$ 886.52	$ 1,142.42	20%	$ 913.94	$ 1,202.55	20%	$ 962.04	
	5-20%		$ -	5-20%		$ -	5-20%		$ -	5-20%		$ -	5-20%		

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/10/2024

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Patrick Preusser, Chief Operating Officer
PRESENTER(S):	Michael Goldman, Special Svc Program Manager

TITLE:

Contract: Rideshare/Vanpool Vehicle Preventative Maintenance Program (Lehi Pioneer Tire, DBA Big O Tires Lehi)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve award and authorize Executive Director to execute this contract and associated disbursements with Lehi Pioneer Tire (dba Big O Tires Lehi) in the not to exceed amount of $1,895,713.00 over five (5) years as one of 10 vendors in a Rideshare/Vanpool vehicle preventative maintenance service vendor pool.

BACKGROUND:
UTA requires a contract for vendor(s) to provide Vehicle Preventative Maintenance Service at regular service intervals to maintain the warranty and life expectancy of approximately 525 Rideshare/Vanpool Vehicles for various counties throughout Utah.

After conducting a Request for Proposal (RFP) solicitation, UTA received multiple proposals. After evaluation, UTA chose to proceed with a multiple award contract, creating a vendor pool of ten (10) vendors. Lehi Pioneer Tire (dba Big O Tires Lehi) was one of the ten (10) selected vendors with best overall value.

DISCUSSION:
UTA Staff is requesting approval of the contracts under the vendor pool for a total aggregate amount, collectively for all contractors in the vendor pool, not-to-exceed (NTE) $1,895,713.00 over a five (5) year period. The contracts will commence upon approval and will expire five (5) years form the commencement date. The contracts shall allow for P-Card purchases for service transactions less than $5000.00; otherwise payment shall be Invoiced Net30 after services have been performed. This payment method is required to

allow payment flexibility between UTA's vehicle operators and contracted service providers within the vendor pool.

Applicable Contracts: 24-038461BCM, 24-038462BCM, 24-038463BCM, 24-038464BCM 24-038465BCM, 24-038466BCM, 24-038467BCM, 24-038468BCM, 24-038469BCM, & 24-0384610BCM.

The contract values for each supplier shall not exceed the amounts as stated in this memo.

Actual cost will be tracked and managed by the Procurement Department.

CONTRACT SUMMARY:

Contractor Name:	Lehi Pioneer Tire dba Big O Tires Lehi
Contract Number:	24-038465BCM
Base Contract Effective Dates:	Upon approval thru August 5, 2029
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	NTE of $1,895,713.00 over 5 years for entire contract pool
Procurement Method:	RFP
Budget Authority:	Approved 2024 Operating Budget

ALTERNATIVES:

Without these service contracts, UTA risks not keeping our fleet in a state of good repair and incurring more expensive long-term vehicle maintenance costs.

FISCAL IMPACT:

The 2024 approved budget includes $145,834.00 for the Rideshare/Vanpool Vehicle Preventative Maintenance Pool. Projected funding $1,749,879.00 requests for future years 2025, 2026, 2027, 2028, and 2029 as listed below, based on 4% increase per year to account for inflation and minimal growth. The total 5-year Pool Not-To-Exceed (NTE) amount is $1,895,713.00. All funds will come from the Contract Services operating expense line item in the Department of Van Pool yearly budget 7900.50353.92.

2024 Budgeted Total: $145,834.00 (included in the Approved 2024 Operating Budget for Remaining 5 mos)
2025 Budget Request: $364.000.00 (12mos)
2026 Budget Request: $378,560.00 (12mos)
2027 Budget Request: $393,703.00 (12mos)
2028 budget Request: $409,450.00 (12mos)
2029 budget Request: $204,166.00 (7mos)

Expected 5-year spend: $1,895,713.00

ATTACHMENTS:

1) Contract

UTAH TRANSIT AUTHORITY

GOODS AND SERVICES SUPPLY AGREEMENT

UTA CONTRACT #24-038465BCM
Rideshare/Vanpool Maintenance Program

THIS GOODS AND NON-PROFESSIONAL SERVICES SUPPLY AGREEMENT ("Contract") is entered into and made effective as of the date of last signature below. ("Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and Lehi Pioneer Tire dba Big O Tires Lehi, a Partnership located at 144 N 850 E, Lehi, UT 84043 (the "Contractor").

RECITALS

WHEREAS, on May 03, 2024, UTA received competitive proposals to provide Vehicle Preventative Maintenance Service on approximately 525 Rideshare/Vanpool Vehicles for various countics throughout Utah. and (as applicablc) all associatcd hardwarc, softwarc, tools, installation services, commissioning and testing services, training and documentation (the "Goods and Services") according to the terms, conditions and specifications prepared by UTA in 24-03846BCM (the "RFP"); and

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

WHEREAS, the Response and Proposal to RFP 24-03846BCM dated April 30, 2024, submitted by the Contractor in response to the RFP ("Contractor's Proposal) was deemed to be advantageous to UTA; and

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

AGREEMENT

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

1. GOOD AND SERVICES TO BE PROVIDED BY CONTRACTOR

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

Contractor is one of several awardees within a contractor pool. Each member of the pool receiving a contract shall have a fair opportunity to provide these Goods and/or Services to UTA for

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consideration. If a Contractor is selected, it shall receive the fixed price rate as described in Exhibit B.

2. **TERM** This Contract will commence upon the last signature date page (pg#18) and will continue for a period of five (5) years expiring approximately August 5, 2029. The 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 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 Goods have been delivered and the Services have been performed. In no event shall advance payments be made.

Allocation of Total Not-To-Exceed Amount: The total aggregate amount payable by UTA under this contract, collectively for all contractors in the pool, shall Not-To-Exceed (NTE) $1,895,713.00. This Contract will be based on the Fixed Price Rates as described in Exhibit B. The Total Not-To-Exceed Amount shall be allocated among the contractors in the contractor pool based on the actual services rendered. Each contractor's billing rates will be applied as applicable.

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

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

5. **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

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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.

6. **LAWS AND REGULATIONS**

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

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

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

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

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

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

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8. INVOICING PROCEDURES

a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:

   i. Contractor Name
   ii. Unique Invoice Number
   iii. PO Number
   iv. Invoice Date
   v. Detailed Description of Charges
   vi. Total Dollar Amount Due

b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to ap@rideuta.com . Invoices not submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department.

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

9. WARRANTY OF GOODS AND SERVICES

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

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

c. At any time for a period of one (1) year from the date that all Goods have been delivered and all Services have been performed in accordance with the Contract, Contractor shall at its

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own expense promptly repair, replace and/or re-perform any Goods or Services that are defective or in any way fail to conform to the Contract requirements.

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

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

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

11. 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,

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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.

12. INSURANCE REQUIREMENTS

Standard Insurance Requirements

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

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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.

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

1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the consultant's assessment of the exposure for this contract; for their own protection and the protection of UTA.

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior

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notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be sent to utahta@ebix.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at utahta@ebix.com. The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than $1,000,000 per occurrence / $2,000,000 aggregate. Sub-contractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-contractor policies.

G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the UTA Legal Services, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

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13. **OTHER INDEMNITIES**

a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all claims of any kind or nature whatsoever on account of infringement relating to Contractor's performance under the Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any Good or Service is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under the Contract, Contractor shall, at its expense and through mutual agreement between UTA and Contractor, either procure for UTA any necessary intellectual property rights, or modify Contractor's Goods and Services such that the claimed infringement is eliminated.

b. Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or claims made or filed against UTA on account of any Goods or Services furnished by subcontractors of any tier; and (ii) keep UTA property free and clear of all liens or claims arising in conjunction with any Goods or Services furnished under the Contract by Contractor or its subcontractors of any tier. If any lien arising out of the Contract is filed in conjunction with any Goods or Services furnished under the Contract, Contractor, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

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.

14. **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

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to UTA's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by UTA on behalf of Contractor or the employees of Contractor. Contractor acknowledges that it shall be solely responsible for payment of all payrolls, income and other taxes generally applicable to independent contractors.

15. **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).

16. **USE OF SUBCONTRACTORS**

a. Consultant shall give advance written notification to UTA of any proposed subcontract (not indicated in Consultant's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subcontractors, such approval not to be withheld unreasonably.

b. No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.

c. Consultant shall be solely responsible for making payments to subcontractors, and such payments shall be made within thirty (30) days after Consultant receives corresponding payments from UTA.

d. Consultant shall be responsible for and direct all Work performed by subcontractors.

e. Consultant agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Consultant further agrees that all subcontracts shall comply with all applicable laws.

17. **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 Goods and Services might affect UTA's Environmental Management Systems obligations. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to

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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. **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.

19. **ENVIRONMENTAL RESPONSIBILITY**

UTA is ISO 14001 Environmental Management System (EMS) certified. Contractor acknowledges that its Goods and/or Services might affect UTA's ability to maintain the obligation of the EMS. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

20. SUSPENSION OF WORK

a. UTA may, at any time, by written order to Consultant, require Consultant to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.

b. If a Suspension of Work Order issued under this Article is canceled, Consultant shall resume Work as mutually agreed to in writing by the parties hereto.

c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.

d. If the Suspension of Work causes an increase in Consultant's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Consultant for the additional costs or time, and modify this Contract by Change Order.

21. **TERMINATION**

a. **FOR CONVENIENCE**: UTA shall have the right to terminate the Contract at any time by

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providing written notice to Contractor. If the Contract is terminated for convenience, UTA shall pay Contractor: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.

b. **FOR DEFAULT:** If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor seven (7) days written notice to cure such default:

1. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other contractors or UTA's own forces, in which event Contractor shall be liable for all incremental costs so incurred by UTA;
2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
3. Except to the extent limited by the Contract, pursue other remedies available at law.

b. **CONTRACTOR'S POST TERMINATION OBLIGATIONS:** Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Contractor shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Contractor's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Goods and Services furnished by Contractor prior to termination.

22. CHANGES

a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:

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1. In the Scope of Services;
2. In the method or manner of performance of the Work; or
3. In the schedule or completion dates applicable to the Work.

To the extent that any change in Work directed by UTA causes an actual and demonstrable impact to: (i) Consultant's cost of performing the work; or (ii) the time required for the Work, then (in either case) the Change Order shall include an equitable adjustment to this Contract to make Consultant whole with respect to the impacts of such change.

b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.

c. Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Consultant must give UTA's Project Manager or designee written notice stating:

1. The date, circumstances, and source of the change; and
2. That Consultant regards the identified item as a change in Work giving rise to an adjustment in this Contract.

Consultant must provide notice of a "constructive" change and assert its right to an equitable adjustment under this Section within ten (10) days after Consultant becomes aware (or reasonably should have become aware) of the facts and circumstances giving rise to the "constructive" change. Consultant's failure to provide timely written notice as provided above shall constitute a waiver of Consultant's rights with respect to such claim.

d. As soon as practicable, but in no event longer than 30 days after providing notice, Consultant must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Consultant's entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 20 of this Contract.

23. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

Contractor shall retain all books, papers, documents, accounting records and other evidence to

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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:
    1. Information already in the public domain.
    2. Information disclosed to Contractor by a third-party who is not under a confidentiality obligation.
    3. Information developed by or in the custody of Contractor before entering into this Contract.
    4. Information developed by Contractor through its work with other clients; and
    5. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

25. **PUBLIC INFORMATION.**

Contractor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Contractor's response to the solicitation for the Contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.

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26. **PROJECT MANAGER**

UTA's Project Manager for the Contract is Michael Goldman, 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) 287-2065.

27. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Brent Miller, 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) 287-3009.

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	Lehi Pioneer Tire dba Big O Tires Lehi
ATTN: Brent Miller	Attn: Rodney Christensen
669 West 200 South	144 N 850 E
Salt Lake City, UT 84101	Lehi, UT 84043
brmiller@rideuta.com	bigolehi@yahoo.com

b. Either party may change the address at which such party desires to receive written notice of such change to any other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

30. **CLAIMS/DISPUTE RESOLUTION**

a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract

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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/Contractor's Project Manager	Five calendar days
UTA's Brent Miller/Contractor's Chet Chet	Five calendar days
UTA's Ryan Taylor/Contractor's Rodney Christensen	Five calendar days

Unless otherwise directed by UTA's Project Manager, Contractor shall diligently continue performance under this Contract while matters in dispute are being resolved.

If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, then either party may commence formal mediation under the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS mediator. If resolution does not occur through Mediation, then legal action may be commenced in accordance the venue and governing law provisions of this contract.

31. GOVERNING LAW

The validity, interpretation and performance of the Contract shall be governed by the laws of the State of Utah, without regard to its law on the conflict of laws. Any dispute arising out of the Contract that cannot be solved to the mutual agreement of the parties shall be brought in a court of competent jurisdiction in Salt Lake County, State of Utah. Contractor consents to the jurisdiction of such courts.

32. COSTS AND ATTORNEY FEES

If any party to this Agreement brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys' fees, if any, incurred in connection with such suit, including on appeal.

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33. **SEVERABILITY**

Any provision of the Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Contract.

34. **AMENDMENTS**

Any amendment to the Contract must be in writing and executed by the authorized representatives of each party.

35. **FORCE MAJEURE**

Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which are beyond that party's reasonable control. UTA may terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

36. **NO THIRD-PARTY BENEFICIARIES**

The parties enter into the Contract for the sole benefit of the parties, in exclusion of any third-party, and no third-party beneficiary is intended or created by the execution of the Contract.

37. **ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto.

38. **COUNTERPARTS**

This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of the Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

39. **NONWAIVER**

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No failure or waiver or successive failures or waivers on the part of either party in the enforcement of any condition, covenant, or article of this Contract shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party to enforce the same in the event of any subsequent breaches by the other party.

40. SALES TAX EXEMPT

Purchases of certain materials are exempt from Utah sales tax. UTA will provide a sales tax exemption certificate to Contractor upon request. UTA will not pay Contractor for sales taxes for exempt purchases, and such taxes should not be included in Contractor's Application for Payment.

41. UTAH ANTI-BOYCOTT OF ISRAEL ACT

Contractor agrees it will not engage in a boycott of the State of Israel for the duration of this contract.

42. SURVIVAL

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 7, 9, 10, 11, 12, 13, 15, 17, 18, 19 ,21, 23, 24,25, 30, 31, 32, and 40.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be executed by officers duly authorized to execute the same as of the date of last signature below.

UTAH TRANSIT AUTHORITY:

By_____

By_____

By DocuSigned by: Mike Bell 70E33A415BA44F6... 6/4/2024

UTA Legal Counsel

CONTRACTOR:

By DocuSigned by: 4D9B8EE33070428... 6/3/2024

Name Chet Hansen

Title Owner

By_____

Name_____

Title_____

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EXHIBIT A
SCOPE OF WORK

Contractor(s) to provide maintenance both scheduled and emergency to our Rideshare/Vanpool fleet. Most of UTA's fleet has fewer than 125,000 miles and the majority of the work is preventative Maintenance including, Oil changes, tires, inspections and emissions testing, brakes, shocks, AC work, alignments and PM inspections.
UTA requires preventative maintenance services on approximately 525 Rideshare/Vanpool Vehicles.
UTA reserves the right to adjust vehicle makes, models, and volumes as UTA's requirements increase or decrease during the term of the contract period. UTA shall provide Contractors with UTAH TRANSIT AUTHORITY RIDESHARE/VANPOOL PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST for vehicles requiring service under this RFP.

Contractor(s) will provide Preventative Maintenance Services in accordance with the Service Intervals and Services as defined for each vehicle Make and Model as shown in the below UTA Maintenance Inspection Checklists.
UTA currently has approximately 525 rideshare/vanpool vehicles.
30 Loaner vans
65 release vehicles
430 Active Vans

The Fleet currently consists of the following vehicle Makes and Models:
~ 179 Chevrolet 3500 and 2500 passenger vans
~ 9 Ford E-350 Economize vans
~ 1 Ford Transit passenger vans
~336 Toyota Sienna vans

Contractor(s) Responsibilities

Overall responsibilities of the successful firm will include the following:

(a) Fast and efficient work on Rideshare/Vanpool vehicles.
(b) Collaborate effectively with designated UTA personnel.
(c) Provide sufficient staffing to ensure timely service of repairs or maintenance.
(d) Grade A Customer Service ensuring courteous service to both UTA personnel and fleet users.
(e) Uphold UTA's safety standards and all OSHA requirements.
(f) Must have a warranty program. Please include in your technical proposal.
(g) Contractor(s) will be responsible for maintaining complete vehicle maintenance records. including warranty work on all vehicles worked on by contractor and records shall be available to UTA upon request.
(h) Parts used must be OEM or equivalent.
(i) Schedule and shuttle vans to warranty dealers for service as needed.

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(j) UTA may provide 1 to 5 loaner vehicles to the contractor(s) to use by the vanpool operators. when a vehicle is dropped off for major service. Contractor(s) will maintain a safe parking. location and will be responsible for the keys to the loaners and ensure that only UTA authorized operator uses the equipment. A loaner Van shall only be released after authorization from UTA personnel. All loaners are to be returned to contractor's care in a clean condition with a full tank of fuel. Contractor(s) will be expected to monitor the condition of loaners and report to UTA any issues.

(k) Contractor(s) must obtain authorization from UTA personnel before proceeding with any repair.

(l) Provide diagnostic supporting evidence, state inspection and emission paperwork, vehicle history, warranty data, mileage thresholds, etc. to support recommended service and repairs.

(m) Perform and complete services compliant to UTA Maintenance inspection checklists. Same day as completion of repairs. (See Samples below for Checklist)

(n) Once work is completed contractor will notify UTA of completion so they can coordinate pick up with the vehicle's operator.

(o) Have an invoice system capable of including the UTA vehicle number, the contract number, and contracted price.

(p) Always returning vehicle in same or better condition of cleanliness than when received. Taking steps to ensure no materials are left in vehicles as a result of the service. Taking all reasonable steps to safeguard vehicles and shall accept all liability in the event that a UTA vehicle sustains damage while in the care and custody of contractor.

Service Area Locations:

Areas of service needed
Salt Lake County: Salt Lake City South Salt Lake City West Valley Riverton Sandy Draper West Jordan
Weber County: Ogden Layton Clearfield Roy Brigham City Logan Tremonton
South Utah County: Spanish Fork Payson

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Toole County: Toole Grantsville
North Utah County: Lehi American Fork Orem Provo
Special Service Areas: Cedar City Park City

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UTA Maintenance Inspection Checklists:

UTAH TRANSIT AUTHORITY RIDESHARE/VAN-POOL CHEVROLET PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed… Using As Labeled: "√ " = Okay - Item checked is ready for service; "**X**" = Adjust – Item checked has been replaced and is ready for service: "**0**"= Repairs needed – Any items requiring repair.

"E" Service Inspection
(5,000 Miles or Six-Months Whichever comes first)

___01. Change Engine Oil & Replace Oil Filter **(OEM or equivalent)**
___02. Fill & Check Engine Oil Fluid
___03. Lubricate ALL Chassis & Steering Linkages (Ball Joints, Steering Linkage Equipped with zerk fittings)
___04. **Rotate & Inspect Tires for Wear**
___05. Check ALL Lug Nuts (Torque to OEM specification)
___06. **Check and Record Tire Pressure *(Including Spare)***
___07. Check & "top Off" Listed Fluids using OEM Recommended fluids
___08. Brake Fluid: **(If low, contact UTA)**
___09. Coolant Level
___10. Coolant Protection Level: _____◦F
___11. Automatic Transmission Fluid
___12. Power Steering Fluid
___13. Windshield Washer Fluid
___14. Differential Fluid Level: "SAE 75W-90 "Synthetic"
___15. Safety Equipment Checks: Horn & Seat Belts
___16. Check Instruments & Dash Lights for Operation
___17. Check Heating & A/C Operations, Switches & Temperature Controls
___18. Check: Exterior Lights, Turn Signal & 4 Way Hazards Warning Lights
___19. Check Wiper Operation & Blade Condition
___20. Check Washer Operation & Spray Patterns
___21. Check Battery terminlas & Charging Voltage, Voltage Reading: _____
___22. Inspect Engine Air Filter Element (Replace as necessary)
___23. Inspect Serpentine / Accessory Belts
___24. Inspect Engine/Transmission & Differential for leaks
___25. Inspect All Coolant Hoses for Leaks and Wear
___26. Parking Brake Operation
___27. **Check and record Lining/Pad Wear**
___28. Caliper Condition
___29. Rotor Condition
___30. Brake Hoses & Lines for Leaks
___31. Inspect Driveline & U-Joints for Wear
___32. Check Exhaust System for Leaks or Broken Hangers
___33. Inspect Suspension, Steering, Torsion Bars, Shocks for Wear
___34. Inspect Fuel System for Leaks
___35. Lubricate all door locks (WD-40 spray)

75,000 Mile "D" Service Inspection
(Also Includes "E" Service)

___36. Replace Serpentine Belt / Accessory Belts (as required)
___37. Inspect Evaporative control system
___38. Change Transmission Fluid & Filter

100,000 Mile "C" Service Inspection
(Also Includes "E" service)

___39. Tune up/Replace Spark Plugs
___40. Change Rear Differential Fluid Using "SAE 75W-90 Synthetic Oil"
___41. Inspect Evaporative control system
___42. Flush cooling system (Replace with OEM recommended fluid)

Please record Tire Pressure, Tread depth and brake pad measurement at every maintenance service.

Tire Pressure	***Tread depth***
LF_____RF_____	LF_____RF_____
LR_____RR_____	LR_____RR_____

Brake pad measurement

LF_____RF_____ LR_____RR_____

Important!!!
Is there a current **registration and insurance card** in the van YES ☐ NO ☐

If "NO" please notify UTA Vanpool Maintenance Representative

UPDATE MAINTENANCE REMINDER STICKER TO 5,000 MILES OR EVERY SIX-MONTHS

Updated 2/9/17

Chevrolet

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UTAH TRANSIT AUTHORITY RIDESHARE/VANPOOL FORD PREVENTATIVE MAINTENANCE INSPECTION LIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF THE VIN:	
CONTRACTOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed. Using As Labeled: √ = Okay – Item checked is ready for service; **X** = Adjust – Item checked has been replaced and is ready for service. **0** = Repairs needed – Any items requiring repair

"E" Service Inspection
(5,000 Miles or Six-Months whichever comes first)

___01. Change Engine Oil & Replace Oil Filter **(OEM or equivalent)**
___02. Fill & Check Engine Oil Fluid
___03. Lubricate ALL Chassis & Steering Linkages (Ball Joints, Steering Linkage Equipped with zerk fittings)
___04. **Rotate & Inspect Tires for Wear**
___05 Check ALL Lug Nuts (Torque to OEM specifications.)
___06. **Check and record tire Pressure *(Including Spare)***
___07. Check & top Off Listed Fluids & Levels using OEM recommended fluids
___08. Brake Fluid: ***(If low, notify UTA)***
___09. Coolant Level
___10. Coolant Protection Level: _____°F
___11. Automatic Transmission Fluid
___12. Power Steering Fluid
___13. Windshield Washer Fluid
___14. Differential Fluid Level: SAE 75W-140 Synthetic
___15. Check Heating & A/C Operations, Switches & Temperature Controls
___16. Check Instruments & Dash Lights for Operation
___17. Safety Equipment Checks: Horn & Seat Belts
___18. Check: Exterior Lights, Turn Signal & 4 Way Hazards Warning Lights
___19. Check Wiper Operation & Blade Condition
___20. Check Washer Operation & Spray Patterns
___21. Check Battery terminals & Charging Voltage, Voltage Reading_____
___22. Inspect Engine Air Filter Element (Replace as necessary)
___23. Inspect Serpentine / Accessory Belts
___24. Inspect Engine/Transmission & Differential for leaks
___25. Inspect Fuel System for Lea ks
___26. Inspect All Coolant Hoses for Leaks and Wear
___27. Parking Brake Operation
___28. **Check and record Brake Lining/Pad Wear**
___29. Caliper Condition
___30. Rotor Condition
___31. Brake Hoses & Lines for cracks or Leaks
___32. Inspect Driveline & U-Joints for Wear
___33. Check Exhaust System for Leaks or Broken Hangers
___34. Inspect Suspension, Steering, Torsion Bars, Shocks for Wear
___35. Lubricate door locks (WD-40 Spray)

30,000 MILE "D" Service Inspection
(Also Includes "E" Service)

___39. Replace fuel filter (if applicable)

60,000 MILE "C" Service Inspection
(Also Includes "D" and "E" services)

___40. Change transmission fluid and filter
___41. Replace Serpentine Belt / Accessory Belts (as required)

90,000 MILE "B" Service Inspection
(Also Includes "D" and "E" Services)

___42. Replace Spark Plugs

___43. Change Rear Differential Fluid Using SAE 75W-140 Synthetic
___44. Replace coolant (as per OEM specs)

Please record Tire Pressure, Tread depth and brake pad measurement at every maintenance service.

Tire Pressure	*Tread depth*
LF_____RF_____	LF_____RF_____
LR_____RR_____	LR_____RR_____

Brake pad measurement

LF_____RF_____ LR_____RR_____

Important!!!
Is there a current **registration and insurance card** in the van YES ☐ NO ☐

If "NO" please notify UTA Vanpool Maintenance Representativ

UPDATE MAINTENANCE REMINDER STICKER TO 5,000 MILES OR EVERY SIX-MONTHS

Updated 2/8/17

FORM

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UTAH TRANSIT AUTHORITY RIDESHARE/VAN-POOL FORD TRANSIT PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
VENDOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed... Using As Labeled:

"V "= Okay - Item checked is ready for service.
"X" = Adjust – Item checked has been replaced and is ready for service:
"0" = Repairs needed – Any items requiring repair.

UPDATE MAINTENANCE REMINDER STICKER TO 7,500 MILES OR EVERY EIGHT-MONTHS

"E" Service Inspection (No Oil Change)
(7,500 Miles or Eight-Months whichever comes first)

___01. Change Engine Oil, Replace Oil Filter & Reset Oil-Life Monitor ***(Use Only OEM Recommended Oil & Filter***
___02. Lubricate All Chassis & Steering Linkages as Required
___03. **Rotate & Inspect Tires for Wear**
___04. Check All Lug Nuts (Torque to OEM specification)
___05. **Check & Record Tire Pressure *(Including Spare)***
___06. Brake Fluid: ***(If Low Contact UTA)***
___07. Check & "Top Off" All Fluids Using OEM Recommended Fluids
___08. Coolant Level
___09. Transmission Fluid Level ***(If equipped w/dipstick)***
___10. Power Steering Fluid Level
___11. Windshield Washer Fluid Level
___12. Safety Equipment Checks: Horn & Seat Belts
___13. Check Instruments & Dash Lights for Operation
___14. Check Heating & A/C Operations, Switches & Temperature Controls
___15. Check Exterior Lights, Turn Signal & 4 Way Hazard Warning Lights
___16. Check Wiper Operation & Blade Condition
___17. Check Washer Operation & Spray Patterns
___18. Check Battery terminals & Charging Voltage, Voltage Reading: _____
___19. Inspect Engine Air Filter Element (replace as necessary)
___20. Inspect Serpentine / Accessory Belts
___21. Inspect Engine/Transmission & Differential leaks
___22. Parking Brake Operation
___23. **Inspect and record brake pads/linings wear**
___24. Caliper Condition
___25. Rotor Condition
___26. Check Brake Hoses & Lines for Damage & Leaks
___27. Inspect Driveline & U-Joints for Wear
___28. Check Exhaust System for Leaks or Broken Hangers
___29. Inspect Suspension, Steering, Shocks, CV axles and boots
___30. Inspect Fuel System for Leaks
___31. Inspect All Coolant Hoses for Leaks and Wear

30,000 Mile "D" Service Inspection
(Also includes "E" service)

___32. Replace Cabin Air Filter
___33. Inspect & Tighten Driveshaft Bolts
___34. Check Differential Fluid Level (Motorcraft Premium SAE 75W-85 Synthetic Hypoid Gear Oil)

60,000 Mile "C" Service Inspection
(Also includes "D" and "E" services)

___35. Replace Serpentine/Accessory Belt as Required

90,000 Mile "B" Service Inspection
(Also includes "D" and "E" services)

___36. Change & Flush Cooling System "Use OEM or Equivalent"

120,000 Mile "A" Service Inspection
(Also includes "C", "D" and "E" services)

___37. Change Automatic Transmission Fluid & Filter
___38. Change Rear Axle Fluid
___39. Replace Sparkplugs

Please record Tire Pressure, Tread depth and brake measurements at every maintenance service.

Tire Pressure	*Tread depth*
LF _____ RF_____	LF _____ RF_____
LR _____ RR_____	LR _____ RR_____

Brake pad measurement

LF _____ RF_____ LR _____ RR_____

Important!!!

Is there a current **registration and insurance card**?
YES ☐ NO ☐

If "NO" please notify UTA Vanpool Maintenance

Updated 1/10/2023 RR

DO NOT REMOVE FROM BUS

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UTAH TRANSIT AUTHORITY

RIDESHARE/VANPOOL TOYOTA SIENNA (HYBRID) PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST

VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
VENDOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed… Using As Labeled: "√ "= Okay - Item checked is ready for service; "**X**" = Adjust – Item checked has been replaced and is ready for service: "**0**" = Repairs needed – Any items requiring repair.

Is there a current **registration and insurance card** in the van? YES ☐ NO ☐

If "NO", then please notify UTA Vanpool Maintenance Representative

"E" Service inspection (Items 1-28)
(7,500 Miles or every Eight-Months whichever comes first)

___01. **Replace engine oil & filter** – *4.8 Qts w/filter*
Use Toyota Genuine Motor Oil SAE 0W-16
___02. **Replace aluminum crush ring on oil drain plug**
Toyota PN# 9043012031
___03. **Reset MIL Lamp** – *Located in IP cluster settings*
___04. **Inspect engine air filter element** -*Toyota PN# 17801F0020*
Replace 30K air filter only if necessary.
___05. Check Horn
___06. Check parking brake operation. Does it hold the van?
___07. Check instruments & dash lights for operation
___08. Check heating & A/C operation, switches & temperature controls
___09. Check exterior lights, turn signal & 4-way hazard warning lights
___10. Check washer operation & spray patterns
___11. Check wiper operation & blade condition
___12. Check & clean carpet. Vacuum out battery cooling air filter under driver's seat left side. *DO NOT USE SHOP AIR!*
___13. Check brake fluid level -- **(If low contact UTA)**
___14. Check engine coolant level – if low check for leaks
Use "Toyota Super Long-Life Coolant"
___15. Check hybrid coolant level – if low check for leaks
Use "Toyota Super Long-Life Coolant"
___16. Check windshield washer fluid level
___17. Check AUX battery terminals & charging voltage,
Voltage Reading: _____ -- *Read note at the end*
___18. Inspect all engine hoses and lines for leaks and damage
___19. Inspect air intake & ducts for leaks and secure all clamps
___20. Inspect engine, trans & differential for oil leaks
___21. **Rotate & Inspect Tires for Wear - P235/65R17 103T**
___22. Torque all wheel lug nuts to 76 ft/lbs.

Record Tire Pressure, Tread depth and brake measurements at every maintenance service

Tire Pressure - 35 PSI Front & Rear **Tread depth**

LF_____ RF_____ LF_____ RF_____

LR_____ RR_____ LR_____ RR_____

___23. Check exhaust system for leaks or broken hangers
___24. Inspect suspension, steering, shocks, CV axles and boots
___25. Check brake caliper condition
___26. Check brake rotor condition
___27. Check brake hoses & lines for leaks
___28. **Inspect and record brake pads/linings wear**

LF_____ RF_____ LR_____ RR_____

Every 30,000 Miles - "D" Service Inspection
(Also Includes "E" services – Items 1-28)

___29. Check cabin air filter – Replace only if necessary
Toyota PN# 8713958010
___30. Replace engine air filter element -- *Toyota PN# 17801F0020*
Use a paint pen to record the mileage on the air filter cover.
___31. Check & record coolant freeze point:
Coolant reading _____ °F

Every 60,000 Miles - "C" Service Inspection
(Also Includes "D" and "E" services – Items 1-31)

Use "Toyota ATF WS" oil for hybrid trans & differential ONLY.
Do not overfill oil level as per Toyota Service Information

___32. Change hybrid transmission oil –
Use "Toyota ATF WS" fluid only
___33. Replace transmission drain plug gasket –
Toyota PN# 90430A0003
___34. Change differential oil -- *Use "Toyota ATF WS" fluid only*

Every 90,000 Mile "B" Service Inspection
(Also Includes "D" and "E" services – Items 1-31)

___35. Change and Flush Cooling System
Use "Toyota Super Long-Life Coolant" or equivalent

Every 120,000 Miles - "A" Service Inspection
(Also Includes "C", "D", and "E" services – Items 1-34)

___36. Replace spark plugs – *Denso FC16HR-Q8 (Gap 0.031 in.)*
Use only iridium-tipped spark plugs. Do not adjust spark plug gap.

For vehicle spec's reference the Toyota Sienna 2022 Owner's Manual

Note: *As per "Owner's Manual", disconnect the ground cable if you will be recharging the AUX battery.*

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UTAH TRANSITAUTHORITY RIDESHARE/VAN-POOL TOYOTA SIENNA (NON-HYBRID) PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
VENDOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed… Using As Labeled: "√ "= Okay - Item checked is ready for service; "**X**" = Adjust – Item checked has been replaced and is ready for service: "**0**" = Repairs needed – Any items requiring repair.

"E" Service Inspection (7,500 Miles or Eight-Months whichever comes first)

___01. **Change Engine Oil & Replace Oil Filter**
___02. Lubricate all Chassis & Steering Linkages as required
___03 **Rotate & Inspect Tires for Wear**
___04. Check ALL Lug Nuts (Torque to OEM specification)
___05. **Check and record Tire Pressure** ***(Including Spare)***
___06. Brake Fluid: **(If low contact UTA)**
___07. Check & "top off" all fluids using OEM recommended fluids
___08. Coolant Level
___09. Automatic Transmission Fluid
___10. Power Steering Fluid
___11. Windshield Washer Fluid
___12. Safety Equipment Checks: Horn & Seat Belts
___13. Check Instruments & Dash Lights for Operation
___14. Check Heating & A/C Operations, Switches & Temperature Controls
___15. Check Exterior Lights, Turn Signal & 4 Way Hazard Warning Lights
___16. Check Wiper Operation & Blade Condition
___17. Check Washer Operation & Spray Patterns
___18. Check Battery terminals & Charging Voltage
Voltage Reading: _____
___19. Inspect Engine Air Filter Element (replace as necessary)
___20. Inspect Serpentine / Accessory Belts
___21. Inspect Engine/Transmission & Differential leaks
___22. Parking Brake Operation
___23. **Inspect and record brake pads/linings wear**
___24. Caliper Condition
___25. Rotor Condition
___26. Brake Hoses & Lines for Leaks
___27. Inspect Driveline & U-Joints for Wear
___28. Check Exhaust System for Leaks or Broken Hangers
___29. Inspect Suspension, Steering, Shocks, and CV axles and boots
___30. Inspect Fuel System for Leaks
___31. Inspect All Coolant Hoses for Leaks and Wear

30,000 Mile "D" Service Inspection
(Also include "E" service)

_____32. Replace cabin air filter
___33 Inspect and tighten driveshaft bolts
___34. Check differential fluid level (Hypoid gear oil API GL-5)

60,000 Mile "C" Service Inspection
(Also includes "D" & "E" services)

___35. Replace Serpentine/accessory belt as required

90,000 Mile "B" Service Inspection
(Also includes "D" & "E" services)

___36. Change & Flush Cooling System "use OEM or equivalent"

120,000 Mile "A" Service Inspection
(Also includes "C", "D", & "E" services)

___37. Replace sparkplugs

Please record Tire Pressure, Tread depth and brake measurements at every maintenance service.

Tire Pressure	***Tread depth***
LF_____RF_____	LF_____RF_____
LR_____RR_____	LR_____RR_____

Brake pad measurement

LF_____RF_____ LR_____RR_____

Important!!!
Is there a current **registration and insurance card?**
YES NO

If "NO" please notify UTA Vanpool Maintenance Representative

UPDATE MAINTENANCE REMINDER STICKER TO 7,500 MILES OR EVERY Eight-MONTHS

Updated 12/10/22

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UTAH TRANSIT AUTHORITY RIDESHARE/VAN-POOL 2010 ONLY TOYOTA SIENNA PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
VENDOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed... Using As Labeled: "√" = Okay - Item checked is ready for service; "**X**" = Adjust – Item checked has been replaced and is ready for service: "**0**"= Repairs needed – Any items requiring repair.

"E" Service inspection
(5,000 Miles or every Six-Months whichever comes first)

___01. Change Engine Oil & Replace Oil Filter **(OEM or equivalent)**
___02. Fill & Check Engine Oil Fluid
___03. Lubricate ALL Chassis & Steering Linkages as required
___04. **Rotate & Inspect Tires for Wear**
___05. Check ALL Lug Nuts (Torque to OEM specification)
___06. **Check and record Tire Pressure *(Including Spare)***
___07. Check & "top off" all fluids using OEM recommended fluids
___08. Brake Fluid: **(If low contact UTA)**
___09. Coolant Level
___10. Automatic Transmission Fluid
___11. Power Steering Fluid
___12. Windshield Washer Fluid
___13. Safety Equipment Checks: Horn & Seat Belts
___14. Check Instruments & Dash Lights for Operation
___15. Check Heating & A/C Operations, Switches & Temperature Controls
___16. Check Exterior Lights, Turn Signal & 4 Way Hazard Warning Lights
___17. Check Wiper Operation & Blade Condition
___18. Check Washer Operation & Spray Patterns
___19. Check Battery terminals & Charging Voltage, Voltage Reading:_____
___20. Inspect Engine Air Filter Element (replace as necessary)
___21. Inspect Serpentine / Accessory Belts
___22. Inspect Engine/Transmission & Differential for leaks
___23. Parking Brake Operation
___24. **Inspect and record brake pads/linings wear**
___25. Caliper Condition
___26. Rotor Condition
___27. Brake Hoses & Lines for Leaks
___28. Inspect Driveline & U-Joints for Wear
___29. Check Exhaust System for Leaks or Broken Hangers
___30. Inspect Suspension, Steering, Shocks, and CV axles and boots
___31. Inspect Fuel System for Leaks
___32. Inspect All Coolant Hoses for Leaks and Wear

30,000 Mile"D" Service Inspection
(Also Includes "E" service)

___33.Replace cabin air filter
___34 Inspect and tighten driveshaft bolts
___35.Check differential fluid level (Hypoid gear oil API GL-5)

60,000 Mile "C" Service Inspection
(Also Includes "D" and "E" services)

___36.Replace Serpentine/accessory belt as required

90,000 Mile "B" Service Inspection
(Also Includes "D" and "E" services)

___37.Change & Flush Cooling System "use OEM or equivalent"

120,000 Mile "A" Service Inspection
(Also Includes "C", "D", and "E" services)

___38. Replace Spark plugs

Please record Tire Pressure, Tread depth and brake measurements at every maintenance service.

Tire Pressure	*Tread depth*
LF_____RF_____	LF_____RF_____
LR_____RR_____	LR_____RR_____

Brake pad measurement

LF_____RF_____ LR_____RR_____

Important!!!
Is there a current **registration and insurance card** in the van YES ☐ NO ☐

If "NO" please notify UTA Vanpool Maintenance Representativ

UPDATE MAINTENANCE REMINDER STICKER TO 5,000 MILES OR EVERY SIX-MONTHS

Updated 2/8/17

Toyota

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EXHIBIT B

PRICE

1. **Total Not-To-Exceed Amount:** The total aggregate amount payable by UTA under this contract, collectively for all contractors in the contractor pool is **Not To Exceed (NTE) $1,895,713.00 over the five (5) year term.** This total NTE amount shall decrease with each payment to a Consultant within the Pool. The Total Not-To-Exceed Amount shall be allocated among the contractors in the pool based on the actual services rendered.

2. **Payment Terms:** UTA to pay with Credit Card (P-Card) for transactions less than $5000.00, otherwise payment shall be Invoiced Net30 after the Services have been performed. No additional fees or charges will be charged because of the use of a purchasing card. UTA currently uses the VISA Card Purchasing Card from US Bank.

PRICE SCHEDULE

		lehi pioneer tire dba big o tires lehi PRICING DETAL FOR THIS RFP															
		Year 1 (2024-2025)			Year 2 (2025-2026)			Year 3 (2026-2027)			Year 4 (2027-2028)			Year 5 (2028-2029)			
ITEM#	PRODUCT SERVICE ITEM	Service List Price	% Discount	UTA Price	Service List Price	% Discount	UTA Price	Service List Price	% Discount	UTA Price	Service List Price	% Discount	UTA Price	Service List Price	% Discount	UTA Price	REMARKS / COMMENTS
1	Chevrolet PM "E" 5,000 mile Service Inspection	$ 122.50		$ 122.50	$ 122.50		$ 122.50	$ 122.50		$ 122.50	$ 122.50		$ 122.50	$ 122.50		$ 122.50	
2	Chevrolet PM "D" 75,000 mile Service Inspection	$ 507.16		$ 507.16	$ 507.16		$ 507.16	$ 507.16		$ 507.16	$ 507.16		$ 507.16	$ 507.16		$ 507.16	
3	Chevrolet PM "C" 100,000 mile Service Inspection	$ 832.68		$ 832.68	$ 832.68		$ 832.68	$ 832.68		$ 832.68	$ 832.68		$ 832.68	$ 832.68		$ 832.68	
4	Ford PM "E" 5,000 mile Service Inspection	$ 122.36		$ 122.36	$ 122.36		$ 122.36	$ 122.36		$ 122.36	$ 122.36		$ 122.36	$ 122.36		$ 122.36	
5	Ford PM "D" 30,000 mile Service Inspection	$ 261.82		$ 261.82	$ 261.82		$ 261.82	$ 261.82		$ 261.82	$ 261.82		$ 261.82	$ 261.82		$ 261.82	
6	Ford PM "C" 60,000 mile Service Inspection	$ 619.09		$ 619.09	$ 619.09		$ 619.09	$ 619.09		$ 619.09	$ 619.09		$ 619.09	$ 619.09		$ 619.09	
7	Ford PM "B" 90,000 mile Service Inspection	$ 1,293.63		$ 1,293.63	$ 1,293.63		$ 1,293.63	$ 1,293.63		$ 1,293.63	$ 1,293.63		$ 1,293.63	$ 1,293.63		$ 1,293.63	
8	2017 and Newer Ford Transit PM "E" 7,500 mile Service Inspection	$ 122.50		$ 122.50	$ 122.50		$ 122.50	$ 122.50		$ 122.50	$ 122.50		$ 122.50	$ 122.50		$ 122.50	
9	2017 and Newer Ford Transit PM "D" 30,000 mile Service Inspection	$ 184.29		$ 184.29	$ 184.29		$ 184.29	$ 184.29		$ 184.29	$ 184.29		$ 184.29	$ 184.29		$ 184.29	
10	2017 and Newer Ford Transit PM "C" 60,000 mile Service Inspection	$ 452.47		$ 452.47	$ 452.47		$ 452.47	$ 452.47		$ 452.47	$ 452.47		$ 452.47	$ 452.47		$ 452.47	
11	2017 and Newer Ford Transit PM "B" 90,000 mile Service Inspection	$ 560.27		$ 560.27	$ 560.27		$ 560.27	$ 560.27		$ 560.27	$ 560.27		$ 560.27	$ 560.27		$ 560.27	
12	2017 and Newer Ford Transit PM "A" 120,000 mile Service Inspection	$ 1,156.00		$ 1,156.00	$ 1,156.00		$ 1,156.00	$ 1,156.00		$ 1,156.00	$ 1,156.00		$ 1,156.00	$ 1,156.00		$ 1,156.00	
13	Toyota Hybrid Sienna PM "E" 7,500 mile Service Inspection	$ 186.68		$ 186.68	$ 186.68		$ 186.68	$ 186.68		$ 186.68	$ 186.68		$ 186.68	$ 186.68		$ 186.68	
14	Toyota Hybrid Sienna PM "D" 30,000 mile Service Inspection	$ 297.55		$ 297.55	$ 297.55		$ 297.00	$ 297.55		$ 297.55	$ 297.55		$ 297.55	$ 297.55		$ 297.55	
15	Toyota Hybrid Sienna PM "C" 60,000 mile Service Inspection																we do not change the tranmission flud on
16	Toyota Hybrid Sienna PM "B" 90,000 mile Service Inspection	$ 369.99		$ 369.99	$ 369.99	%	$ 369.99	$ 369.99	%	$ 369.99	$ 369.99		$ 369.99	$ 369.99		$ 369.99	we do not change the trans mission fluid on
17	Toyota Hybrid Sienna PM "A" 120,000 mile Service Inspection																we do not change transmission fluid on
20	Toyota Non-Hybrid Sienna PM "E" 7,500 mile Service Inspection	$ 125.35		$ 125.35	$ 125.35		$ 125.35	$ 125.35		$ 125.35	$ 125.35		$ 125.35	$ 125.35		$ 125.35	
22	Toyota Non-Hybrid Sienna PM "D" 30,000 mile Service Inspection	$ 175.34		$ 175.34	$ 175.34		$ 175.34	$ 175.34		$ 175.34	$ 175.34		$ 175.34	$ 175.34		$ 175.34	
23	Toyota Non-Hybrid Sienna PM "C" 60,000 mile Service Inspection	$ 345.70		$ 345.70	$ 345.70		$ 345.70	$ 345.70		$ 345.70	$ 345.70		$ 345.70	$ 345.70		$ 345.70	
24	Toyota Non-Hybrid Sienna PM "B" 90,000 miles Service Inspection	$ 529.29		$ 529.29	$ 529.29		$ 529.29	$ 529.29		$ 529.29	$ 529.29		$ 529.29	$ 529.29		$ 529.29	
25	Toyota Non-Hybrid Sienna PM "A" 120,000 miles Service Inspection	$ 1,220.60		$ 1,220.60	$ 1,220.60		$ 1,220.60	$ 1,220.60		$ 1,220.60	$ 1,220.60		$ 1,220.60	$ 1,220.60		$ 1,220.60	
26	Toyota 2010 only PM "E" 5000 mile Service Inspection	$ 125.35		$ 125.35	$ 125.35		$ 125.35	$ 125.35		$ 125.35	$ 125.35		$ 125.35	$ 125.35		$ 125.35	
27	Toyota 2010 PM "D" 30,000 mile Service Inspection	$ 161.34		$ 161.34	$ 161.34		$ 161.34	$ 161.34		$ 161.34	$ 161.34		$ 161.34	$ 161.34		$ 161.34	
28	Toyota 2010 PM "C" 60,000 mile Service Inspection	$ 373.82		$ 373.82	$ 373.82		$ 373.82	$ 373.82		$ 373.82	$ 373.82		$ 373.82	$ 373.82		$ 373.82	
29	Toyota 2010 PM "B" 90,000 mile Service Inspection	$ 546.61		$ 546.61	$ 546.61		$ 546.61	$ 546.61		$ 546.61	$ 546.61		$ 546.61	$ 546.61		$ 546.61	
30	Toyota 2010 PM "A" 120,000 Mile Service Inspection																
31	Parts Price Discount (%) Offered																

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/10/2024

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Patrick Preusser, Chief Operating Officer
PRESENTER(S):	Michael Goldman, Special Svc Program Manager

TITLE:

Contract: Rideshare/Vanpool Vehicle Preventative Maintenance Program (Marshh Limited, DBA Big O Tires of Providence)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve award and authorize Executive Director to execute this contract and associated disbursements with Marshh Limited (dba Big O Tires of Providence) in the not to exceed amount of $1,895,713.00 over five (5) years as one of 10 vendors in a Rideshare/Vanpool vehicle preventative maintenance service vendor pool.

BACKGROUND:
UTA requires a contract for vendor(s) to provide Vehicle Preventative Maintenance Service at regular service intervals to maintain the warranty and life expectancy of approximately 525 Rideshare/Vanpool Vehicles for various counties throughout Utah.

After conducting a Request for Proposal (RFP) solicitation, UTA received multiple proposals. After evaluation, UTA chose to proceed with a multiple award contract, creating a vendor pool of ten (10) vendors. Marshh Limited (dba Big O Tires of Providence) was one of the ten (10) selected vendors with best overall value.

DISCUSSION:
UTA Staff is requesting approval of the contracts under the vendor pool for a total aggregate amount, collectively for all contractors in the vendor pool, not-to-exceed (NTE) $1,895,713.00 over a five (5) year period. The contracts will commence upon approval and will expire five (5) years form the commencement date. The contracts shall allow for P-Card purchases for service transactions less than $5000.00; otherwise payment shall be Invoiced Net30 after services have been performed. This payment method is required to

allow payment flexibility between UTA's vehicle operators and contracted service providers within the vendor pool.

Applicable Contracts: 24-038461BCM, 24-038462BCM, 24-038463BCM, 24-038464BCM 24-038465BCM, 24-038466BCM, 24-038467BCM, 24-038468BCM, 24-038469BCM, & 24-0384610BCM.

The contract values for each supplier shall not exceed the amounts as stated in this memo.

Actual cost will be tracked and managed by the Procurement Department.

CONTRACT SUMMARY:

Contractor Name:	Marshh Limited, dba Big O Tires of Providence
Contract Number:	24-038466BCM
Base Contract Effective Dates:	Upon approval thru August 5, 2029
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	NTE of $1,895,713.00 over 5 years for entire contract pool
Procurement Method:	RFP
Budget Authority:	Approved 2024 Operating Budget

ALTERNATIVES:

Without these service contracts, UTA risks not keeping our fleet in a state of good repair and incurring more expensive long-term vehicle maintenance costs.

FISCAL IMPACT:

The 2024 approved budget includes $145,834.00 for the Rideshare/Vanpool Vehicle Preventative Maintenance Pool. Projected funding $1,749,879.00 requests for future years 2025, 2026, 2027, 2028, and 2029 as listed below, based on 4% increase per year to account for inflation and minimal growth. The total 5-year Pool Not-To-Exceed (NTE) amount is $1,895,713.00. All funds will come from the Contract Services operating expense line item in the Department of Van Pool yearly budget 7900.50353.92.

2024 Budgeted Total: $145,834.00 (included in the Approved 2024 Operating Budget for Remaining 5 mos)
2025 Budget Request: $364.000.00 (12mos)
2026 Budget Request: $378,560.00 (12mos)
2027 Budget Request: $393,703.00 (12mos)
2028 budget Request: $409,450.00 (12mos)
2029 budget Request: $204,166.00 (7mos)

Expected 5-year spend: $1,895,713.00

ATTACHMENTS:

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1) Contract

UTAH TRANSIT AUTHORITY

GOODS AND SERVICES SUPPLY AGREEMENT

UTA CONTRACT #24-038466BCM
Rideshare/Vanpool Maintenance Program

THIS GOODS AND NON-PROFESSIONAL SERVICES SUPPLY AGREEMENT ("Contract") is entered into and made effective as of the date of last signature below. ("Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and Marshh Limited dba Big O Tires of Providence, a Limited Liability Company - Single Member located at 218 S Hwy 165, Providence, UT 84332 (the "Contractor").

RECITALS

WHEREAS, on May 03, 2024, UTA received competitive proposals to provide Vehicle Preventative Maintenance Service on approximately 525 Rideshare/Vanpool Vehicles for various counties throughout Utah. and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation (the "Goods and Services") according to the terms, conditions and specifications prepared by UTA in 24-03846BCM (the "RFP"); and

WHEREAS, UTA wishes to procure the Goods and Services according to the terms, conditions and specifications listed in the RFP (as subsequently amended through negotiation by the parties); and

WHEREAS, the Response and Proposal to RFP 24-03846BCM dated April 26, 2024, submitted by the Contractor in response to the RFP ("Contractor's Proposal) was deemed to be advantageous to UTA; and

WHEREAS, Contractor is willing to furnish the Goods and Services according to the terms, conditions and specifications of the Contract.

AGREEMENT

NOW, THEREFORE, in accordance with the foregoing Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived here from, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. GOOD AND SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor hereby agrees to furnish and deliver the Goods and/or Services in accordance with the Contract as described in Exhibit A (Statement of Work or Services) (including performing any installation, testing commissioning and other Services described in the Contract).

Contractor is one of several awardees within a contractor pool. Each member of the pool receiving a

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contract shall have a fair opportunity to provide these Goods and/or Services to UTA for consideration. If a Contractor is selected, it shall receive the fixed price rate as described in Exhibit B.

2. **TERM** This Contract will commence upon the last signature date page (pg#18) and will continue for a period of five (5) years expiring approximately August 5, 2029. The 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 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 Goods have been delivered and the Services have been performed. In no event shall advance payments be made.

Allocation of Total Not-To-Exceed Amount: The total aggregate amount payable by UTA under this contract, collectively for all contractors in the pool, shall Not-To-Exceed (NTE) $1,895,713.00. This Contract will be based on the Fixed Price Rates as described in Exhibit B. The Total Not-To-Exceed Amount shall be allocated among the contractors in the contractor pool based on the actual services rendered. Each contractor's billing rates will be applied as applicable.

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 Goods and Services Supply Agreement (including any exhibits and attachments hereto).
2. Contractor's Proposal including, without limitation, all federal certifications (as applicable);
3. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services;

b. The above-referenced documents are made as fully a part of the Contract as if hereto attached or herein repeated. The Contract (including the documents listed above) constitute the complete contract between the parties.

5. **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

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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.

6. **LAWS AND REGULATIONS**

Contractor and any and all Goods and/or Services furnished under the Contract will comply fully with all applicable Federal and State laws and regulations, including those related to safety and environmental protection. Contractor shall also comply with all applicable licensure and certification requirements.

7. **INSPECTION, DELIVERY AND TRANSFER OF TITLE**

a. Upon UTA's request, UTA's representative shall be provided access to Contractor's facilities to obtain information on production progress and to make inspections during the manufacturing or assembly process. Contractor will make reasonable efforts to obtain, for UTA, access to subcontractor facilities for the purposes described above. If the specifications include pre-shipment inspection requirements, Goods shall not be shipped until UTA or its designee has inspected the Goods, and authorized Contractor to proceed with the shipment.

b. Delivery of the Goods is a substantial and material consideration under the Contract. Unless otherwise specifically set forth in the pricing schedule: (i) Contractor shall be solely responsible for the delivery of the Goods FOB to the delivery point specified in the Contract (or otherwise designated by UTA) and all costs related thereto are included in the pricing; and (ii) Contractor shall retain all liabilities and risk of loss with respect to the Goods until the Goods are delivered to, and accepted by, UTA.

c. After delivery, the Goods shall be subject to inspection, testing and acceptance by UTA, including any testing or commissioning process described in the specifications. UTA shall have the right to reject any Goods or Services that are defective or do not conform to the specifications or other Contract requirements. Goods or Services rejected shall be replaced, repaired or re-performed so as to conform to the Contract (and to UTA's reasonable satisfaction). If Contractor is unable or refuses to correct such Goods within a time deemed reasonable by UTA, then UTA may cancel the order in whole or in part. Any inspection and testing performed by UTA shall be solely for the benefit of UTA. Neither UTA's inspection of the production processes, production progress and/or Goods or Services (nor its failure to inspect) shall relieve Contractor of its obligations to fulfill the requirements of the Contract, or be construed as acceptance by UTA.

d. Contractor warrants that title to all Goods covered by an invoice for payment will pass to UTA no later than the time of payment. Contractor further warrants that upon submittal of an invoice for payment, all Goods and/or Services for which invoices for payment have been previously issued and payments received from UTA shall be free and clear of liens, claims, security interests or encumbrances in favor of Contractor or any subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided equipment, materials, and labor related to the equipment and/or work for which payment is being requested.

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8. INVOICING PROCEDURES

a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:

i. Contractor Name
ii. Unique Invoice Number
iii. PO Number
iv. Invoice Date
v. Detailed Description of Charges
vi. Total Dollar Amount Due

b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to ap@rideuta.com . Invoices not submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department.

c. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to ap@rideuta.com.

9. WARRANTY OF GOODS AND SERVICES

a. Contractor warrants that all Goods (including hardware, firmware, and/or software products that it licenses) and Services shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further warrants that all Goods and Services shall be of the quality specified, or of the best grade if no quality is specified, and, unless otherwise provided in the Contract, will be new, and free from defects in design, materials and workmanship.

b. Contractor warrants that all Goods and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.

c. At any time for a period of one (1) year from the date that all Goods have been delivered and all Services have been performed in accordance with the Contract, Contractor shall at its

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own expense promptly repair, replace and/or re-perform any Goods or Services that are defective or in any way fail to conform to the Contract requirements.

d. If Contractor fails to promptly make any repair, replacement or re-performance as required herein, UTA may conduct the necessary remedial work at Contractor‘s expense. Contractor cannot void the warranty for repair, replacement or re-performance performed under these circumstances. Provided that such repair, replacement or re-performance is conducted in a reasonable manner and with workmanship and care consistent with industry standards, Contractor shall reimburse UTA for the cost of any warranty repair, replacement or re-performance self-performed by UTA.

e. The foregoing warranties are not intended as a limitation, but are in addition to all other express warranties set forth in the Contract and such other warranties as are implied by law, custom, and usage of trade. Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to the Contract unless otherwise specified and mutually agreed upon elsewhere in the Contract. In general, Contractor warrants that: (1) the Good will do what the salesperson said it would do, (2) the Good will live up to all specific claims that the manufacturer makes in their advertisements, (3) the Goods will be suitable for the ordinary purposes for which such items are used, (4) the Goods will be suitable for any special purposes that UTA has relied on Contractor’s skill or judgment to consider when it advised UTA about the Good, (5) the Goods have been properly designed and manufactured, and (6) the Goods are free of significant defects or unusual problems about which UTA has not been warned. Nothing in this warranty will be construed to limit any rights or remedies UTA may otherwise have under the Contract.

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 Goods and Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Contractor, Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA’s operation, maintenance, modification, improvement and replacement of UTA’s assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA’s contractors, agent, officers, directors, employees, joint owners, affiliates and consultants.

11. 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,

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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.

12. INSURANCE REQUIREMENTS

Standard Insurance Requirements

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Utah Transit Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those Stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate $4,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Each Occurrence $2,000,000

a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

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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.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the consultant's assessment of the exposure for this contract; for their own protection and the protection of UTA.

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior

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notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be sent to utahta@ebix.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at utahta@ebix.com. The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than $1,000,000 per occurrence / $2,000,000 aggregate. Sub-contractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-contractor policies.

G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the UTA Legal Services, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

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13. **OTHER INDEMNITIES**

a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all claims of any kind or nature whatsoever on account of infringement relating to Contractor's performance under the Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any Good or Service is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under the Contract, Contractor shall, at its expense and through mutual agreement between UTA and Contractor, either procure for UTA any necessary intellectual property rights, or modify Contractor's Goods and Services such that the claimed infringement is eliminated.

b. Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or claims made or filed against UTA on account of any Goods or Services furnished by subcontractors of any tier; and (ii) keep UTA property free and clear of all liens or claims arising in conjunction with any Goods or Services furnished under the Contract by Contractor or its subcontractors of any tier. If any lien arising out of the Contract is filed in conjunction with any Goods or Services furnished under the Contract, Contractor, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

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.

14. **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

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to UTA's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by UTA on behalf of Contractor or the employees of Contractor. Contractor acknowledges that it shall be solely responsible for payment of all payrolls, income and other taxes generally applicable to independent contractors.

15. **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).

16. **USE OF SUBCONTRACTORS**

a. Consultant shall give advance written notification to UTA of any proposed subcontract (not indicated in Consultant's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subcontractors, such approval not to be withheld unreasonably.

b. No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.

c. Consultant shall be solely responsible for making payments to subcontractors, and such payments shall be made within thirty (30) days after Consultant receives corresponding payments from UTA.

d. Consultant shall be responsible for and direct all Work performed by subcontractors.

e. Consultant agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Consultant further agrees that all subcontracts shall comply with all applicable laws.

17. **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 Goods and Services might affect UTA's Environmental Management Systems obligations. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to

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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. **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.

19. **ENVIRONMENTAL RESPONSIBILITY**

UTA is ISO 14001 Environmental Management System (EMS) certified. Contractor acknowledges that its Goods and/or Services might affect UTA's ability to maintain the obligation of the EMS. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

20. SUSPENSION OF WORK

a. UTA may, at any time, by written order to Consultant, require Consultant to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.

b. If a Suspension of Work Order issued under this Article is canceled, Consultant shall resume Work as mutually agreed to in writing by the parties hereto.

c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.

d. If the Suspension of Work causes an increase in Consultant's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Consultant for the additional costs or time, and modify this Contract by Change Order.

21. **TERMINATION**

a. **FOR CONVENIENCE**: UTA shall have the right to terminate the Contract at any time by

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providing written notice to Contractor. If the Contract is terminated for convenience, UTA shall pay Contractor: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.

b. **FOR DEFAULT:** If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor seven (7) days written notice to cure such default:

1. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other contractors or UTA's own forces, in which event Contractor shall be liable for all incremental costs so incurred by UTA;
2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
3. Except to the extent limited by the Contract, pursue other remedies available at law.

b. **CONTRACTOR'S POST TERMINATION OBLIGATIONS:** Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Contractor shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Contractor's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Goods and Services furnished by Contractor prior to termination.

22. **CHANGES**

a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:

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1. In the Scope of Services;
2. In the method or manner of performance of the Work; or
3. In the schedule or completion dates applicable to the Work.

To the extent that any change in Work directed by UTA causes an actual and demonstrable impact to: (i) Consultant's cost of performing the work; or (ii) the time required for the Work, then (in either case) the Change Order shall include an equitable adjustment to this Contract to make Consultant whole with respect to the impacts of such change.

b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.

c. Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Consultant must give UTA's Project Manager or designee written notice stating:

1. The date, circumstances, and source of the change; and
2. That Consultant regards the identified item as a change in Work giving rise to an adjustment in this Contract.

Consultant must provide notice of a "constructive" change and assert its right to an equitable adjustment under this Section within ten (10) days after Consultant becomes aware (or reasonably should have become aware) of the facts and circumstances giving rise to the "constructive" change. Consultant's failure to provide timely written notice as provided above shall constitute a waiver of Consultant's rights with respect to such claim.

d. As soon as practicable, but in no event longer than 30 days after providing notice, Consultant must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Consultant's entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 20 of this Contract.

23. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

Contractor shall retain all books, papers, documents, accounting records and other evidence to

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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:
    1. Information already in the public domain.
    2. Information disclosed to Contractor by a third-party who is not under a confidentiality obligation.
    3. Information developed by or in the custody of Contractor before entering into this Contract.
    4. Information developed by Contractor through its work with other clients; and
    5. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

25. **PUBLIC INFORMATION.**

Contractor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Contractor's response to the solicitation for the Contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.

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26. **PROJECT MANAGER**

UTA's Project Manager for the Contract is Michael Goldman, 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) 287-2065.

27. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Brent Miller, 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) 287-3009.

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	Marshh Limited dba Big O Tires of Providence
ATTN: Brent Miller	Attn: Ryan Walker
669 West 200 South	218 S Hwy 165
Salt Lake City, UT 84101	Providence, UT 84332
brmiller@rideuta.com	44111ryan@gmail.com

b. Either party may change the address at which such party desires to receive written notice of such change to any other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

30. **CLAIMS/DISPUTE RESOLUTION**

a. "Claim" means any disputes between UTA and the Contractor arising out of or

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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/Contractor's Project Manager	Five calendar days
UTA's Brent Miller/Contractor's Sam McBride	Five calendar days
UTA's Ryan Taylor/Contractor's Ryan Walker	Five calendar days

Unless otherwise directed by UTA's Project Manager, Contractor shall diligently continue performance under this Contract while matters in dispute are being resolved.

If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, then either party may commence formal mediation under the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS mediator. If resolution does not occur through Mediation, then legal action may be commenced in accordance the venue and governing law provisions of this contract.

31. GOVERNING LAW

The validity, interpretation and performance of the Contract shall be governed by the laws of the State of Utah, without regard to its law on the conflict of laws. Any dispute arising out of the Contract that cannot be solved to the mutual agreement of the parties shall be brought in a court of competent jurisdiction in Salt Lake County, State of Utah. Contractor consents to the jurisdiction of such courts.

32. COSTS AND ATTORNEY FEES

If any party to this Agreement brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys' fees, if any, incurred in connection with

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such suit, including on appeal.

33. **SEVERABILITY**

Any provision of the Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Contract.

34. **AMENDMENTS**

Any amendment to the Contract must be in writing and executed by the authorized representatives of each party.

35. **FORCE MAJEURE**

Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which are beyond that party's reasonable control. UTA may terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

36. **NO THIRD-PARTY BENEFICIARIES**

The parties enter into the Contract for the sole benefit of the parties, in exclusion of any third-party, and no third-party beneficiary is intended or created by the execution of the Contract.

37. **ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto.

38. **COUNTERPARTS**

This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of the Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

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39. **NONWAIVER**

No failure or waiver or successive failures or waivers on the part of either party in the enforcement of any condition, covenant, or article of this Contract shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party to enforce the same in the event of any subsequent breaches by the other party.

40. **SALES TAX EXEMPT**

Purchases of certain materials are exempt from Utah sales tax. UTA will provide a sales tax exemption certificate to Contractor upon request. UTA will not pay Contractor for sales taxes for exempt purchases, and such taxes should not be included in Contractor's Application for Payment.

41. **UTAH ANTI-BOYCOTT OF ISRAEL ACT**

Contractor agrees it will not engage in a boycott of the State of Israel for the duration of this contract.

42. **SURVIVAL**

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 7, 9, 10, 11, 12, 13, 15, 17, 18, 19 ,21, 23, 24,25, 30, 31, 32, and 40.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be executed by officers duly authorized to execute the same as of the date of last signature below.

UTAH TRANSIT AUTHORITY:

By_____

By_____

By DocuSigned by: Mike Bell 6/4/2024
70E33A415BA44F6...
UTA Legal Counsel

CONTRACTOR:

By DocuSigned by: Ryan Walker 6/4/2024
A375231CB2864BD...

Name Ryan Walker

Title owner

By_____

Name_____

Title_____

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EXHIBIT A
SCOPE OF WORK

Contractor(s) to provide maintenance both scheduled and emergency to our Rideshare/Vanpool fleet. Most of UTA's fleet has fewer than 125,000 miles and the majority of the work is preventative Maintenance including, Oil changes, tires, inspections and emissions testing, brakes, shocks, AC work, alignments and PM inspections.
UTA requires preventative maintenance services on approximately 525 Rideshare/Vanpool Vehicles.
UTA reserves the right to adjust vehicle makes, models, and volumes as UTA's requirements increase or decrease during the term of the contract period. UTA shall provide Contractors with UTAH TRANSIT AUTHORITY RIDESHARE/VANPOOL PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST for vehicles requiring service under this RFP.

Contractor(s) will provide Preventative Maintenance Services in accordance with the Service Intervals and Services as defined for each vehicle Make and Model as shown in the below UTA Maintenance Inspection Checklists.
UTA currently has approximately 525 rideshare/vanpool vehicles.
30 Loaner vans
65 release vehicles
430 Active Vans

The Fleet currently consists of the following vehicle Makes and Models:
~ 179 Chevrolet 3500 and 2500 passenger vans
~ 9 Ford E-350 Economize vans
~ 1 Ford Transit passenger vans
~336 Toyota Sienna vans

Contractor(s) Responsibilities

Overall responsibilities of the successful firm will include the following:

(a) Fast and efficient work on Rideshare/Vanpool vehicles.
(b) Collaborate effectively with designated UTA personnel.
(c) Provide sufficient staffing to ensure timely service of repairs or maintenance.
(d) Grade A Customer Service ensuring courteous service to both UTA personnel and fleet users.
(e) Uphold UTA's safety standards and all OSHA requirements.
(f) Must have a warranty program. Please include in your technical proposal.
(g) Contractor(s) will be responsible for maintaining complete vehicle maintenance records. including warranty work on all vehicles worked on by contractor and records shall be available to UTA upon request.
(h) Parts used must be OEM or equivalent.
(i) Schedule and shuttle vans to warranty dealers for service as needed.

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(j) UTA may provide 1 to 5 loaner vehicles to the contractor(s) to use by the vanpool operators. when a vehicle is dropped off for major service. Contractor(s) will maintain a safe parking. location and will be responsible for the keys to the loaners and ensure that only UTA authorized operator uses the equipment. A loaner Van shall only be released after authorization from UTA personnel. All loaners are to be returned to contractor's care in a clean condition with a full tank of fuel. Contractor(s) will be expected to monitor the condition of loaners and report to UTA any issues.

(k) Contractor(s) must obtain authorization from UTA personnel before proceeding with any repair.

(l) Provide diagnostic supporting evidence, state inspection and emission paperwork, vehicle history, warranty data, mileage thresholds, etc. to support recommended service and repairs.

(m) Perform and complete services compliant to UTA Maintenance inspection checklists. Same day as completion of repairs. (See Samples below for Checklist)

(n) Once work is completed contractor will notify UTA of completion so they can coordinate pick up with the vehicle's operator.

(o) Have an invoice system capable of including the UTA vehicle number, the contract number, and contracted price.

(p) Always returning vehicle in same or better condition of cleanliness than when received. Taking steps to ensure no materials are left in vehicles as a result of the service. Taking all reasonable steps to safeguard vehicles and shall accept all liability in the event that a UTA vehicle sustains damage while in the care and custody of contractor.

Service Area Locations:

Areas of service needed
Salt Lake County: Salt Lake City South Salt Lake City West Valley Riverton Sandy Draper West Jordan
Weber County: Ogden Layton Clearfield Roy Brigham City Logan Tremonton
South Utah County: Spanish Fork Payson

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Toole County: Toole Grantsville
North Utah County: Lehi American Fork Orem Provo
Special Service Areas: Cedar City Park City

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UTA Maintenance Inspection Checklists:

UTAH TRANSIT AUTHORITY RIDESHARE/VAN-POOL CHEVROLET PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed… Using As Labeled: "√ " = Okay - Item checked is ready for service; "**X**" = Adjust – Item checked has been replaced and is ready for service: "**0**"= Repairs needed – Any items requiring repair.

"E" Service Inspection
(5,000 Miles or Six-Months Whichever comes first)

___01. Change Engine Oil & Replace Oil Filter **(OEM or equivalent)**
___02. Fill & Check Engine Oil Fluid
___03. Lubricate ALL Chassis & Steering Linkages (Ball Joints, Steering Linkage Equipped with zerk fittings)
___04. **Rotate & Inspect Tires for Wear**
___05. Check ALL Lug Nuts (Torque to OEM specification)
___06. **Check and Record Tire Pressure *(Including Spare)***
___07. Check & "top Off" Listed Fluids using OEM Recommended fluids
___08. Brake Fluid: **(If low, contact UTA)**
___09. Coolant Level
___10. Coolant Protection Level: _____◦F
___11. Automatic Transmission Fluid
___12. Power Steering Fluid
___13. Windshield Washer Fluid
___14. Differential Fluid Level: "SAE 75W-90 "Synthetic"
___15. Safety Equipment Checks: Horn & Seat Belts
___16. Check Instruments & Dash Lights for Operation
___17. Check Heating & A/C Operations, Switches & Temperature Controls
___18. Check: Exterior Lights, Turn Signal & 4 Way Hazards Warning Lights
___19. Check Wiper Operation & Blade Condition
___20. Check Washer Operation & Spray Patterns
___21. Check Battery terminlas & Charging Voltage, Voltage Reading: _____
___22. Inspect Engine Air Filter Element (Replace as necessary)
___23. Inspect Serpentine / Accessory Belts
___24. Inspect Engine/Transmission & Differential for leaks
___25. Inspect All Coolant Hoses for Leaks and Wear
___26. Parking Brake Operation
___27. **Check and record Lining/Pad Wear**
___28. Caliper Condition
___29. Rotor Condition
___30. Brake Hoses & Lines for Leaks
___31. Inspect Driveline & U-Joints for Wear
___32. Check Exhaust System for Leaks or Broken Hangers
___33. Inspect Suspension, Steering, Torsion Bars, Shocks for Wear
___34. Inspect Fuel System for Leaks
___35. Lubricate all door locks (WD-40 spray)

75,000 Mile "D" Service Inspection
(Also Includes "E" Service)

___36. Replace Serpentine Belt / Accessory Belts (as required)
___37. Inspect Evaporative control system
___38. Change Transmission Fluid & Filter

100,000 Mile "C" Service Inspection
(Also Includes "E" service)

___39. Tune up/Replace Spark Plugs
___40. Change Rear Differential Fluid Using "SAE 75W-90 Synthetic Oil"
___41. Inspect Evaporative control system
___42. Flush cooling system (Replace with OEM recommended fluid)

Please record Tire Pressure, Tread depth and brake pad measurement at every maintenance service.

Tire Pressure	***Tread depth***
LF_____RF_____	LF_____RF_____
LR_____RR_____	LR_____RR_____

Brake pad measurement

LF_____RF_____ LR_____RR_____

Important!!!
Is there a current **registration and insurance card** in the van YES ☐ NO ☐

If "NO" please notify UTA Vanpool Maintenance Representative

UPDATE MAINTENANCE REMINDER STICKER TO 5,000 MILES OR EVERY SIX-MONTHS

Updated 2/9/17

Chevrolet

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UTAH TRANSIT AUTHORITY RIDESHARE/VANPOOL FORD PREVENTATIVE MAINTENANCE INSPECTION LIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF THE VIN:	
CONTRACTOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed. Using As Labeled: √ = Okay – Item checked is ready for service; **X** = Adjust – Item checked has been replaced and is ready for service. **0** = Repairs needed – Any items requiring repair

"E" Service Inspection
(5,000 Miles or Six-Months whichever comes first)

___01. Change Engine Oil & Replace Oil Filter **(OEM or equivalent)**
___02. Fill & Check Engine Oil Fluid
___03. Lubricate ALL Chassis & Steering Linkages (Ball Joints, Steering Linkage Equipped with zerk fittings)
___04. **Rotate & Inspect Tires for Wear**
___05 Check ALL Lug Nuts (Torque to OEM specifications.)
___06. **Check and record tire Pressure *(Including Spare)***
___07. Check & top Off Listed Fluids & Levels using OEM recommended fluids
___08. Brake Fluid: ***(If low, notify UTA)***
___09. Coolant Level
___10. Coolant Protection Level: _____◦F
___11. Automatic Transmission Fluid
___12. Power Steering Fluid
___13. Windshield Washer Fluid
___14. Differential Fluid Level: SAE 75W-140 Synthetic
___15. Check Heating & A/C Operations, Switches & Temperature Controls
___16. Check Instruments & Dash Lights for Operation
___17. Safety Equipment Checks: Horn & Seat Belts
___18. Check: Exterior Lights, Turn Signal & 4 Way Hazards Warning Lights
___19. Check Wiper Operation & Blade Condition
___20. Check Washer Operation & Spray Patterns
___21. Check Battery terminals & Charging Voltage, Voltage Reading_____
___22. Inspect Engine Air Filter Element (Replace as necessary)
___23. Inspect Serpentine / Accessory Belts
___24. Inspect Engine/Transmission & Differential for leaks
___25. Inspect Fuel System for Lea ks
___26. Inspect All Coolant Hoses for Leaks and Wear
___27. Parking Brake Operation
___28. **Check and record Brake Lining/Pad Wear**
___29. Caliper Condition
___30. Rotor Condition
___31. Brake Hoses & Lines for cracks or Leaks
___32. Inspect Driveline & U-Joints for Wear
___33. Check Exhaust System for Leaks or Broken Hangers
___34. Inspect Suspension, Steering, Torsion Bars, Shocks for Wear
___35. Lubricate door locks (WD-40 Spray)

30,000 MILE "D" Service Inspection
(Also Includes "E" Service)

___39. Replace fuel filter (if applicable)

60,000 MILE "C" Service Inspection
(Also Includes "D" and "E" services)

___40. Change transmission fluid and filter
___41. Replace Serpentine Belt / Accessory Belts (as required)

90,000 MILE "B" Service Inspection
(Also Includes "D" and "E" Services)

___42. Replace Spark Plugs

___43. Change Rear Differential Fluid Using SAE 75W-140 Synthetic
___44. Replace coolant (as per OEM specs)

Please record Tire Pressure, Tread depth and brake pad measurement at every maintenance service.

Tire Pressure	***Tread depth***
LF_____RF_____	LF_____RF_____
LR_____RR_____	LR_____RR_____

Brake pad measurement

LF_____RF_____ LR_____RR_____

Important!!!
Is there a current **registration and insurance card** in the van YES ☐ NO ☐

If "NO" please notify UTA Vanpool Maintenance Representativ

UPDATE MAINTENANCE REMINDER STICKER TO 5,000 MILES OR EVERY SIX-MONTHS

Updated 2/8/17

FORD

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UTAH TRANSIT AUTHORITY RIDESHARE/VAN-POOL FORD TRANSIT PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
VENDOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed... Using As Labeled:

"**V** "= Okay - Item checked is ready for service.
"**X**" = Adjust – Item checked has been replaced and is ready for service:
"**0**" = Repairs needed – Any items requiring repair.

UPDATE MAINTENANCE REMINDER STICKER TO 7,500 MILES OR EVERY EIGHT-MONTHS

"E" Service Inspection (No Oil Change)
(7,500 Miles or Eight-Months whichever comes first)

___01. Change Engine Oil, Replace Oil Filter & Reset Oil-Life Monitor ***(Use Only OEM Recommended Oil & Filter***
___02. Lubricate All Chassis & Steering Linkages as Required
___03. **Rotate & Inspect Tires for Wear**
___04. Check All Lug Nuts (Torque to OEM specification)
___05. **Check & Record Tire Pressure *(Including Spare)***
___06. Brake Fluid: ***(If Low Contact UTA)***
___07. Check & "Top Off" All Fluids Using OEM Recommended Fluids
___08. Coolant Level
___09. Transmission Fluid Level ***(If equipped w/dipstick)***
___10. Power Steering Fluid Level
___11. Windshield Washer Fluid Level
___12. Safety Equipment Checks: Horn & Seat Belts
___13. Check Instruments & Dash Lights for Operation
___14. Check Heating & A/C Operations, Switches & Temperature Controls
___15. Check Exterior Lights, Turn Signal & 4 Way Hazard Warning Lights
___16. Check Wiper Operation & Blade Condition
___17. Check Washer Operation & Spray Patterns
___18. Check Battery terminals & Charging Voltage, Voltage Reading: _____
___19. Inspect Engine Air Filter Element (replace as necessary)
___20. Inspect Serpentine / Accessory Belts
___21. Inspect Engine/Transmission & Differential leaks
___22. Parking Brake Operation
___23. **Inspect and record brake pads/linings wear**
___24. Caliper Condition
___25. Rotor Condition
___26. Check Brake Hoses & Lines for Damage & Leaks
___27. Inspect Driveline & U-Joints for Wear
___28. Check Exhaust System for Leaks or Broken Hangers
___29. Inspect Suspension, Steering, Shocks, CV axles and boots
___30. Inspect Fuel System for Leaks
___31. Inspect All Coolant Hoses for Leaks and Wear

30,000 Mile "D" Service Inspection
(Also includes "E" service)

___32. Replace Cabin Air Filter
___33. Inspect & Tighten Driveshaft Bolts
___34. Check Differential Fluid Level (Motorcraft Premium SAE 75W-85 Synthetic Hypoid Gear Oil)

60,000 Mile "C" Service Inspection
(Also includes "D" and "E" services)

___35. Replace Serpentine/Accessory Belt as Required

90,000 Mile "B" Service Inspection
(Also includes "D" and "E" services)

___36. Change & Flush Cooling System "Use OEM or Equivalent"

120,000 Mile "A" Service Inspection
(Also includes "C", "D" and "E" services)

___37. Change Automatic Transmission Fluid & Filter
___38. Change Rear Axle Fluid
___39. Replace Sparkplugs

Please record Tire Pressure, Tread depth and brake measurements at every maintenance service.

Tire Pressure	*Tread depth*
LF _____ RF_____	LF _____ RF_____
LR _____ RR_____	LR _____ RR_____

Brake pad measurement

LF _____ RF_____ LR _____ RR_____

Important!!!

Is there a current **registration and insurance card**?
YES ☐ NO ☐

If "NO" please notify UTA Vanpool Maintenance

Updated 1/10/2023 RR

NOT TO BE USED FOR REVENUE SERVICE

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UTAH TRANSIT AUTHORITY

RIDESHARE/VANPOOL TOYOTA SIENNA (HYBRID) PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST

VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
VENDOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed… Using As Labeled: "√ "= Okay - Item checked is ready for service; "**X**" = Adjust – Item checked has been replaced and is ready for service: "**0**" = Repairs needed – Any items requiring repair.

Is there a current **registration and insurance card** in the van? YES ☐ NO ☐

If "NO", then please notify UTA Vanpool Maintenance Representative

"E" Service inspection (Items 1-28)
(7,500 Miles or every Eight-Months whichever comes first)

___01. **Replace engine oil & filter** – *4.8 Qts w/filter*
Use Toyota Genuine Motor Oil SAE 0W-16
___02. **Replace aluminum crush ring on oil drain plug**
Toyota PN# 9043012031
___03. **Reset MIL Lamp** – *Located in IP cluster settings*
___04. **Inspect engine air filter element** -*Toyota PN# 17801F0020*
Replace 30K air filter only if necessary.
___05. Check Horn
___06. Check parking brake operation. Does it hold the van?
___07. Check instruments & dash lights for operation
___08. Check heating & A/C operation, switches & temperature controls
___09. Check exterior lights, turn signal & 4-way hazard warning lights
___10. Check washer operation & spray patterns
___11. Check wiper operation & blade condition
___12. Check & clean carpet. Vacuum out battery cooling air filter under driver's seat left side. *DO NOT USE SHOP AIR!*
___13. Check brake fluid level -- **(If low contact UTA)**
___14. Check engine coolant level – if low check for leaks
Use "Toyota Super Long-Life Coolant"
___15. Check hybrid coolant level – if low check for leaks
Use "Toyota Super Long-Life Coolant"
___16. Check windshield washer fluid level
___17. Check AUX battery terminals & charging voltage,
Voltage Reading: _____ *-- Read note at the end*
___18. Inspect all engine hoses and lines for leaks and damage
___19. Inspect air intake & ducts for leaks and secure all clamps
___20. Inspect engine, trans & differential for oil leaks
___21. **Rotate & Inspect Tires for Wear - P235/65R17 103T**
___22. Torque all wheel lug nuts to 76 ft/lbs.

Record Tire Pressure, Tread depth and brake measurements at every maintenance service

Tire Pressure - 35 PSI Front & Rear **Tread depth**

LF_____ RF_____ LF_____ RF_____

LR_____ RR_____ LR_____ RR_____

___23. Check exhaust system for leaks or broken hangers
___24. Inspect suspension, steering, shocks, CV axles and boots
___25. Check brake caliper condition
___26. Check brake rotor condition
___27. Check brake hoses & lines for leaks
___28. **Inspect and record brake pads/linings wear**

LF_____ RF_____ LR_____ RR_____

Every 30,000 Miles - "D" Service Inspection
(Also Includes "E" services – Items 1-28)

___29. Check cabin air filter – Replace only if necessary
Toyota PN# 8713958010
___30. Replace engine air filter element -- *Toyota PN# 17801F0020*
Use a paint pen to record the mileage on the air filter cover.
___31. Check & record coolant freeze point:
Coolant reading _____ °F

Every 60,000 Miles - "C" Service Inspection
(Also Includes "D" and "E" services – Items 1-31)

Use "Toyota ATF WS" oil for hybrid trans & differential ONLY.
Do not overfill oil level as per Toyota Service Information

___32. Change hybrid transmission oil –
Use "Toyota ATF WS" fluid only
___33. Replace transmission drain plug gasket –
Toyota PN# 90430A0003
___34. Change differential oil -- *Use "Toyota ATF WS" fluid only*

Every 90,000 Mile "B" Service Inspection
(Also Includes "D" and "E" services – Items 1-31)

___35. Change and Flush Cooling System
Use "Toyota Super Long-Life Coolant" or equivalent

Every 120,000 Miles - "A" Service Inspection
(Also Includes "C", "D", and "E" services – Items 1-34)

___36. Replace spark plugs – *Denso FC16HR-Q8 (Gap 0.031 in.)*
Use only iridium-tipped spark plugs. Do not adjust spark plug gap.

For vehicle spec's reference the Toyota Sienna 2022 Owner's Manual

Note: *As per "Owner's Manual", disconnect the ground cable if you will be recharging the AUX battery.*

Toyota Hybrid Sienna

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UTAH TRANSITAUTHORITY RIDESHARE/VAN-POOL TOYOTA SIENNA (NON-HYBRID) PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
VENDOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed… Using As Labeled: "√ "= Okay - Item checked is ready for service; "**X**" = Adjust – Item checked has been replaced and is ready for service: "**0**" = Repairs needed – Any items requiring repair.

"E" Service Inspection (7,500 Miles or Eight-Months whichever comes first)

___01. **Change Engine Oil & Replace Oil Filter**
___02. Lubricate all Chassis & Steering Linkages as required
___03 **Rotate & Inspect Tires for Wear**
___04. Check ALL Lug Nuts (Torque to OEM specification)
___05. **Check and record Tire Pressure** ***(Including Spare)***
___06. Brake Fluid: **(If low contact UTA)**
___07. Check & "top off" all fluids using OEM recommended fluids
___08. Coolant Level
___09. Automatic Transmission Fluid
___10. Power Steering Fluid
___11. Windshield Washer Fluid
___12. Safety Equipment Checks: Horn & Seat Belts
___13. Check Instruments & Dash Lights for Operation
___14. Check Heating & A/C Operations, Switches & Temperature Controls
___15. Check Exterior Lights, Turn Signal & 4 Way Hazard Warning Lights
___16. Check Wiper Operation & Blade Condition
___17. Check Washer Operation & Spray Patterns
___18. Check Battery terminals & Charging Voltage
Voltage Reading: _____
___19. Inspect Engine Air Filter Element (replace as necessary)
___20. Inspect Serpentine / Accessory Belts
___21. Inspect Engine/Transmission & Differential leaks
___22. Parking Brake Operation
___23. **Inspect and record brake pads/linings wear**
___24. Caliper Condition
___25. Rotor Condition
___26. Brake Hoses & Lines for Leaks
___27. Inspect Driveline & U-Joints for Wear
___28. Check Exhaust System for Leaks or Broken Hangers
___29. Inspect Suspension, Steering, Shocks, and CV axles and boots
___30. Inspect Fuel System for Leaks
___31. Inspect All Coolant Hoses for Leaks and Wear

30,000 Mile "D" Service Inspection
(Also include "E" service)

_____32. Replace cabin air filter
___33 Inspect and tighten driveshaft bolts
___34. Check differential fluid level (Hypoid gear oil API GL-5)

60,000 Mile "C" Service Inspection
(Also includes "D" & "E" services)

___35. Replace Serpentine/accessory belt as required

90,000 Mile "B" Service Inspection
(Also includes "D" & "E" services)

___36. Change & Flush Cooling System "use OEM or equivalent"

120,000 Mile "A" Service Inspection
(Also includes "C", "D", & "E" services)

___37. Replace sparkplugs

Please record Tire Pressure, Tread depth and brake measurements at every maintenance service.

Tire Pressure	***Tread depth***
LF_____RF_____	LF_____RF_____
LR_____RR_____	LR_____RR_____

Brake pad measurement

LF_____RF_____ LR_____RR_____

Important!!!
Is there a current **registration and insurance card?**
YES NO

If "NO" please notify UTA Vanpool Maintenance Representative

UPDATE MAINTENANCE REMINDER STICKER TO 7,500 MILES OR EVERY Eight-MONTHS

Updated 12/10/22

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UTAH TRANSIT AUTHORITY RIDESHARE/VAN-POOL 2010 ONLY TOYOTA SIENNA PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
VENDOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed… Using As Labeled: "√" = Okay - Item checked is ready for service; "**X**" = Adjust – Item checked has been replaced and is ready for service: "**0**"= Repairs needed – Any items requiring repair.

"E" Service inspection
(5,000 Miles or every Six-Months whichever comes first)

___01. Change Engine Oil & Replace Oil Filter **(OEM or equivalent)**
___02. Fill & Check Engine Oil Fluid
___03. Lubricate ALL Chassis & Steering Linkages as required
___04. **Rotate & Inspect Tires for Wear**
___05. Check ALL Lug Nuts (Torque to OEM specification)
___06. **Check and record Tire Pressure** ***(Including Spare)***
___07. Check & "top off" all fluids using OEM recommended fluids
___08. Brake Fluid: **(If low contact UTA)**
___09. Coolant Level
___10. Automatic Transmission Fluid
___11. Power Steering Fluid
___12. Windshield Washer Fluid
___13. Safety Equipment Checks: Horn & Seat Belts
___14. Check Instruments & Dash Lights for Operation
___15. Check Heating & A/C Operations, Switches & Temperature Controls
___16. Check Exterior Lights, Turn Signal & 4 Way Hazard Warning Lights
___17. Check Wiper Operation & Blade Condition
___18. Check Washer Operation & Spray Patterns
___19. Check Battery terminals & Charging Voltage, Voltage Reading:_____
___20. Inspect Engine Air Filter Element (replace as necessary)
___21. Inspect Serpentine / Accessory Belts
___22. Inspect Engine/Transmission & Differential for leaks
___23. Parking Brake Operation
___24. **Inspect and record brake pads/linings wear**
___25. Caliper Condition
___26. Rotor Condition
___27. Brake Hoses & Lines for Leaks
___28. Inspect Driveline & U-Joints for Wear
___29. Check Exhaust System for Leaks or Broken Hangers
___30. Inspect Suspension, Steering, Shocks, and CV axles and boots
___31. Inspect Fuel System for Leaks
___32. Inspect All Coolant Hoses for Leaks and Wear

30,000 Mile"D" Service Inspection
(Also Includes "E" service)

___33.Replace cabin air filter
___34 Inspect and tighten driveshaft bolts
___35.Check differential fluid level (Hypoid gear oil API GL-5)

60,000 Mile "C" Service Inspection
(Also Includes "D" and "E" services)

___36.Replace Serpentine/accessory belt as required

90,000 Mile "B" Service Inspection
(Also Includes "D" and "E" services)

___37.Change & Flush Cooling System "use OEM or equivalent"

120,000 Mile "A" Service Inspection
(Also Includes "C", "D", and "E" services)

___38. Replace Spark plugs

Please record Tire Pressure, Tread depth and brake measurements at every maintenance service.

Tire Pressure	*Tread depth*
LF_____RF_____	LF_____RF_____
LR_____RR_____	LR_____RR_____

Brake pad measurement

LF_____RF_____ LR_____RR_____

Important!!!
Is there a current **registration and insurance card** in the van YES ☐ NO ☐

If "NO" please notify UTA Vanpool Maintenance Representativ

UPDATE MAINTENANCE REMINDER STICKER TO 5,000 MILES OR EVERY SIX-MONTHS

Updated 2/8/17

DO Toyota

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EXHIBIT B

PRICE

1. **Total Not-To-Exceed Amount:** The total aggregate amount payable by UTA under this contract, collectively for all contractors in the contractor pool is **Not To Exceed (NTE) $1,895,713.00 over the five (5) year term.** This total NTE amount shall decrease with each payment to a Consultant within the Pool. The Total Not-To-Exceed Amount shall be allocated among the contractors in the pool based on the actual services rendered.

2. **Payment Terms:** UTA to pay with Credit Card (P-Card) for transactions less than $5000.00, otherwise payment shall be Invoiced Net30 after the Services have been performed. No additional fees or charges will be charged because of the use of a purchasing card. UTA currently uses the VISA Card Purchasing Card from US Bank.

PRICE SCHEDULE

		Marshh LLC (dba Big O Tires Providence) PRICING DETAL FOR THIS RFP															
		Year 1 (2024-2025)			Year 2 (2025-2026)			Year 3 (2026-2027)			Year 4 (2027-2028)			Year 5 (2028-2029)			
ITEM#	PRODUCT SERVICE ITEM	Service List Price	% Discount	UTA Price	Service List Price	% Discount	UTA Price	Service List Price	% Discount	UTA Price	Service List Price	% Discount	UTA Price	Service List Price	% Discount	UTA Price	REMARKS / COMMENTS
1	Chevrolet PM "E" 5,000 mile Service Inspection	$ 97.36	12%	$86.93	$ 97.36	12%	$86.93	$ 103.20	12%	$ 90.82	$ 103.20	12%	$ 90.82	$ 109.39	12%	$ 96.26	
2	Chevrolet PM "D" 75,000 mile Service Inspection	$ 747.70	12%	$667.59	$ 747.70	12%	$667.59	$ 792.56	12%	$ 697.45	$ 792.56	12%	$ 697.45	$ 840.11	12%	$ 739.30	
3	Chevrolet PM "C" 100,000 mile Service Inspection	$ 989.12	12%	$883.15	$ 989.12	12%	$883.15	$ 1,048.47	12%	$ 922.65	$ 1,048.47	12%	$ 922.65	$ 1,111.38	12%	$ 978.01	
4	Ford PM "E" 5,000 mile Service Inspection	$ 97.36	12%	$86.93	$ 97.36	12%	$86.93	$ 103.20	12%	$ 90.82	$ 103.20	12%	$ 90.82	$ 109.39	12%	$ 96.27	
5	Ford PM "D" 30,000 mile Service Inspection	$ 224.08	12%	$200.08	$ 224.08	12%	$200.08	$ 237.52	12%	$ 209.02	$ 237.52	12%	$ 209.02	$ 251.78	12%	$ 221.56	
6	Ford PM "C" 60,000 mile Service Inspection	$ 784.23	12%	$700.21	$ 784.23	12%	$700.21	$ 831.28	12%	$ 731.53	$ 831.28	12%	$ 731.53	$ 881.16	12%	$ 775.42	
7	Ford PM "B" 90,000 mile Service Inspection	$ 1,042.82	12%	$931.09	$ 1,042.82	12%	$931.09	$ 1,105.39	12%	$ 972.74	$ 1,105.39	12%	$ 972.74	$ 1,171.71	12%	$ 1,031.11	
8	2017 and Newer Ford Transit PM "E" 7,500 mile Service Inspection	$ 122.05	12%	$108.98	$ 122.05	12%	$108.98	$ 129.37	12%	$ 113.85	$ 129.37	12%	$ 113.85	$ 137.14	12%	$ 120.68	
9	2017 and Newer Ford Transit PM "D" 30,000 mile Service Inspection	$ 157.32	12%	$140.47	$ 157.32	12%	$140.47	$ 166.76	12%	$ 146.75	$ 166.76	12%	$ 146.75	$ 176.76	12%	$ 155.55	
10	2017 and Newer Ford Transit PM "C" 60,000 mile Service Inspection	$ 375.64	12%	$335.40	$ 375.64	12%	$335.40	$ 398.18	12%	$ 350.40	$ 398.18	12%	$ 350.40	$ 422.07	12%	$ 371.42	
11	2017 and Newer Ford Transit PM "B" 90,000 mile Service Inspection	$ 357.21	12%	$318.94	$ 357.21	12%	$318.94	$ 378.64	12%	$ 333.21	$ 378.64	12%	$ 333.21	$ 401.36	12%	$ 353.20	
12	2017 and Newer Ford Transit PM "A" 120,000 mile Service Inspection	$ 1,920.77	12%	$1,714.98	$ 1,920.77	12%	$1,714.98	$ 2,036.02	12%	$ 1,791.69	$ 2,036.02	12%	$ 1,791.69	$ 2,158.18	12%	$ 1,899.20	
13	Toyota Hybrid Sienna PM "E" 7,500 mile Service Inspection	$ 112.69	12%	$100.62	$ 112.69	12%	$100.62	$ 119.45	12%	$ 105.12	$ 119.45	12%	$ 105.12	$ 126.62	12%	$ 111.42	
14	Toyota Hybrid Sienna PM "D" 30,000 mile Service Inspection	$ 194.99	12%	$174.10	$ 194.99	12%	$174.10	$ 206.69	12%	$ 181.89	$ 206.69	12%	$ 181.89	$ 219.09	12%	$ 192.80	
15	Toyota Hybrid Sienna PM "C" 60,000 mile Service Inspection	$ 496.54	12%	$443.34	$ 496.54	12%	$443.34	$ 526.33	12%	$ 463.17	$ 526.33	12%	$ 463.17	$ 557.91	12%	$ 490.96	
16	Toyota Hybrid Sienna PM "B" 90,000 mile Service Inspection	$ 394.87	12%	$352.57	$ 394.87	12%	$352.57	$ 418.56	12%	$ 368.33	$ 418.56	12%	$ 368.33	$ 443.68	12%	$ 390.43	
17	Toyota Hybrid Sienna PM "A" 120,000 mile Service Inspection	$ 891.27	12%	$795.78	$ 891.27	12%	$795.78	$ 944.75	12%	$ 831.38	$ 944.75	12%	$ 831.38	$ 1,001.43	12%	$ 881.26	
20	Toyota Non-Hybrid Sienna PM "E" 7,500 mile Service Inspection	$ 77.03	12%	$68.78	$ 77.03	12%	$68.78	$ 81.65	12%	$ 71.85	$ 81.65	12%	$ 71.85	$ 86.55	12%	$ 76.16	
22	Toyota Non-Hybrid Sienna PM "D" 30,000 mile Service Inspection	$ 98.19	12%	$87.67	$ 98.19	12%	$87.67	$ 104.08	12%	$ 91.59	$ 104.08	12%	$ 91.59	$ 110.33	12%	$ 97.09	
23	Toyota Non-Hybrid Sienna PM "C" 60,000 mile Service Inspection	$ 317.74	12%	$283.70	$ 317.74	12%	$283.70	$ 336.80	12%	$ 296.39	$ 336.80	12%	$ 296.39	$ 357.01	12%	$ 314.17	
24	Toyota Non-Hybrid Sienna PM "B" 90,000 miles Service Inspection	$ 298.07	12%	$266.14	$ 298.07	12%	$266.14	$ 315.95	12%	$ 278.04	$ 315.95	12%	$ 278.04	$ 334.91	12%	$ 294.72	
25	Toyota Non-Hybrid Sienna PM "A" 120,000 miles Service Inspection	$ 769.22	12%	$686.81	$ 769.22	12%	$686.81	$ 815.37	12%	$ 717.53	$ 815.37	12%	$ 717.53	$ 864.30	12%	$ 760.58	
26	Toyota 2010 only PM "E" 5000 mile Service Inspection	$ 77.03	12%	$68.78	$ 77.03	12%	$68.78	$ 81.65	12%	$ 71.85	$ 81.65	12%	$ 71.85	$ 86.55	12%	$ 76.16	
27	Toyota 2010 PM "D" 30,000 mile Service Inspection	$ 98.19	12%	$87.67	$ 98.19	12%	$87.67	$ 104.08	12%	$ 91.59	$ 104.08	12%	$ 91.59	$ 110.33	12%	$ 97.09	
28	Toyota 2010 PM "C" 60,000 mile Service Inspection	$ 317.74	12%	$283.70	$ 317.74	12%	$283.70	$ 336.80	12%	$ 296.39	$ 336.80	12%	$ 296.39	$ 357.01	12%	$ 314.17	
29	Toyota 2010 PM "B" 90,000 mile Service Inspection	$ 398.07	12%	$266.14	$ 398.07	12%	$266.14	$ 421.95	12%	$ 371.32	$ 421.95	12%	$ 371.32	$ 447.27	12%	$ 393.60	
30	Toyota 2010 PM "A" 120,000 Mile Service Inspection	$ 1,086.98	12%	$970.52	$ 1,086.98	12%	$970.52	$ 1,152.20	12%	$ 1,013.93	$ 1,152.20	12%	$ 1,013.93	$ 1,221.33	12%	$ 1,074.77	
31	Parts Price Discount (%) Offered																

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/10/2024

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Patrick Preusser, Chief Operating Officer
PRESENTER(S):	Michael Goldman, Special Svc Program Manager

TITLE:

Contract: Rideshare/Vanpool Vehicle Preventative Maintenance Program (Raw Tires Inc., DBA Big O Tires of Logan)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve award and authorize Executive Director to execute this contract and associated disbursements with Raw Tires Inc. (dba Big O Tires of Logan) in the not to exceed amount of $1,895,713.00 over five (5) years as one of 10 vendors in a Rideshare/Vanpool vehicle preventative maintenance service vendor pool.

BACKGROUND:
UTA requires a contract for vendor(s) to provide Vehicle Preventative Maintenance Service at regular service intervals to maintain the warranty and life expectancy of approximately 525 Rideshare/Vanpool Vehicles for various counties throughout Utah.

After conducting a Request for Proposal (RFP) solicitation, UTA received multiple proposals. After evaluation, UTA chose to proceed with a multiple award contract, creating a vendor pool of ten (10) vendors. Raw Tires Inc. (dba Big O Tires of Logan) was one of the ten (10) selected vendors with best overall value.

DISCUSSION:
UTA Staff is requesting approval of the contracts under the vendor pool for a total aggregate amount, collectively for all contractors in the vendor pool, not-to-exceed (NTE) $1,895,713.00 over a five (5) year period. The contracts will commence upon approval and will expire five (5) years form the commencement date. The contracts shall allow for P-Card purchases for service transactions less than $5000.00; otherwise payment shall be Invoiced Net30 after services have been performed. This payment method is required to

allow payment flexibility between UTA's vehicle operators and contracted service providers within the vendor pool.

Applicable Contracts: 24-038461BCM, 24-038462BCM, 24-038463BCM, 24-038464BCM 24-038465BCM, 24-038466BCM, 24-038467BCM, 24-038468BCM, 24-038469BCM, & 24-0384610BCM.

The contract values for each supplier shall not exceed the amounts as stated in this memo.

Actual cost will be tracked and managed by the Procurement Department.

CONTRACT SUMMARY:

Contractor Name:	Raw Tires Inc. dba Big O Tires of Logan
Contract Number:	24-038468BCM
Base Contract Effective Dates:	Upon approval thru August 5, 2029
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	NTE of $1,895,713.00 over 5 years for entire contract pool
Procurement Method:	RFP
Budget Authority:	Approved 2024 Operating Budget

ALTERNATIVES:

Without these service contracts, UTA risks not keeping our fleet in a state of good repair and incurring more expensive long-term vehicle maintenance costs.

FISCAL IMPACT:

The 2024 approved budget includes $145,834.00 for the Rideshare/Vanpool Vehicle Preventative Maintenance Pool. Projected funding $1,749,879.00 requests for future years 2025, 2026, 2027, 2028, and 2029 as listed below, based on 4% increase per year to account for inflation and minimal growth. The total 5-year Pool Not-To-Exceed (NTE) amount is $1,895,713.00. All funds will come from the Contract Services operating expense line item in the Department of Van Pool yearly budget 7900.50353.92.

2024 Budgeted Total: $145,834.00 (included in the Approved 2024 Operating Budget for Remaining 5 mos)
2025 Budget Request: $364.000.00 (12mos)
2026 Budget Request: $378,560.00 (12mos)
2027 Budget Request: $393,703.00 (12mos)
2028 budget Request: $409,450.00 (12mos)
2029 budget Request: $204,166.00 (7mos)

Expected 5-year spend: $1,895,713.00

ATTACHMENTS:

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1) Contract

UTAH TRANSIT AUTHORITY

GOODS AND SERVICES SUPPLY AGREEMENT

UTA CONTRACT #24-038468BCM
Rideshare/Vanpool Maintenance Program

THIS GOODS AND NON-PROFESSIONAL SERVICES SUPPLY AGREEMENT ("Contract") is entered into and made effective as of the date of last signature below. ("Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and Raw Tires Inc. dba Big O Tires of Logan, a S-Corporation located at 240 East 1400 N, UT 84341 (the "Contractor").

RECITALS

WHEREAS, on May 03, 2024, UTA received competitive proposals to provide Vehicle Preventative Maintenance Service on approximately 525 Rideshare/Vanpool Vehicles for various counties throughout Utah. and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation (the "Goods and Services") according to the terms, conditions and specifications prepared by UTA in 24-03846BCM (the "RFP"); and

WHEREAS, UTA wishes to procure the Goods and Services according to the terms, conditions and specifications listed in the RFP (as subsequently amended through negotiation by the parties); and

WHEREAS, the Response and Proposal to RFP 24-03846BCM dated April 30, 2024, submitted by the Contractor in response to the RFP ("Contractor's Proposal) was deemed to be advantageous to UTA; and

WHEREAS, Contractor is willing to furnish the Goods and Services according to the terms, conditions and specifications of the Contract.

AGREEMENT

NOW, THEREFORE, in accordance with the foregoing Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived here from, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. GOOD AND SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor hereby agrees to furnish and deliver the Goods and/or Services in accordance with the Contract as described in Exhibit A (Statement of Work or Services) (including performing any installation, testing commissioning and other Services described in the Contract).

Contractor is one of several awardees within a contractor pool. Each member of the pool receiving a contract shall have a fair opportunity to provide these Goods and/or Services to UTA for

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consideration. If a Contractor is selected, it shall receive the fixed price rate as described in Exhibit B.

2. **TERM** This Contract will commence upon the last signature date page (pg#18) and will continue for a period of five (5) years expiring approximately August 5, 2029. The 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 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 Goods have been delivered and the Services have been performed. In no event shall advance payments be made.

Allocation of Total Not-To-Exceed Amount: The total aggregate amount payable by UTA under this contract, collectively for all contractors in the pool, shall Not-To-Exceed (NTE) $1,895,713.00. This Contract will be based on the Fixed Price Rates as described in Exhibit B. The Total Not-To-Exceed Amount shall be allocated among the contractors in the contractor pool based on the actual services rendered. Each contractor's billing rates will be applied as applicable.

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 Goods and Services Supply Agreement (including any exhibits and attachments hereto).
2. Contractor's Proposal including, without limitation, all federal certifications (as applicable);
3. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services;

b. The above-referenced documents are made as fully a part of the Contract as if hereto attached or herein repeated. The Contract (including the documents listed above) constitute the complete contract between the parties.

5. **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

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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.

6. **LAWS AND REGULATIONS**

Contractor and any and all Goods and/or Services furnished under the Contract will comply fully with all applicable Federal and State laws and regulations, including those related to safety and environmental protection. Contractor shall also comply with all applicable licensure and certification requirements.

7. **INSPECTION, DELIVERY AND TRANSFER OF TITLE**

a. Upon UTA's request, UTA's representative shall be provided access to Contractor's facilities to obtain information on production progress and to make inspections during the manufacturing or assembly process. Contractor will make reasonable efforts to obtain, for UTA, access to subcontractor facilities for the purposes described above. If the specifications include pre-shipment inspection requirements, Goods shall not be shipped until UTA or its designee has inspected the Goods, and authorized Contractor to proceed with the shipment.

b. Delivery of the Goods is a substantial and material consideration under the Contract. Unless otherwise specifically set forth in the pricing schedule: (i) Contractor shall be solely responsible for the delivery of the Goods FOB to the delivery point specified in the Contract (or otherwise designated by UTA) and all costs related thereto are included in the pricing; and (ii) Contractor shall retain all liabilities and risk of loss with respect to the Goods until the Goods are delivered to, and accepted by, UTA.

c. After delivery, the Goods shall be subject to inspection, testing and acceptance by UTA, including any testing or commissioning process described in the specifications. UTA shall have the right to reject any Goods or Services that are defective or do not conform to the specifications or other Contract requirements. Goods or Services rejected shall be replaced, repaired or re-performed so as to conform to the Contract (and to UTA's reasonable satisfaction). If Contractor is unable or refuses to correct such Goods within a time deemed reasonable by UTA, then UTA may cancel the order in whole or in part. Any inspection and testing performed by UTA shall be solely for the benefit of UTA. Neither UTA's inspection of the production processes, production progress and/or Goods or Services (nor its failure to inspect) shall relieve Contractor of its obligations to fulfill the requirements of the Contract, or be construed as acceptance by UTA.

d. Contractor warrants that title to all Goods covered by an invoice for payment will pass to UTA no later than the time of payment. Contractor further warrants that upon submittal of an invoice for payment, all Goods and/or Services for which invoices for payment have been previously issued and payments received from UTA shall be free and clear of liens, claims, security interests or encumbrances in favor of Contractor or any subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided equipment, materials, and labor related to the equipment and/or work for which payment is being requested.

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8. INVOICING PROCEDURES

a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:

i. Contractor Name
ii. Unique Invoice Number
iii. PO Number
iv. Invoice Date
v. Detailed Description of Charges
vi. Total Dollar Amount Due

b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to ap@rideuta.com . Invoices not submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department.

c. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to ap@rideuta.com.

9. WARRANTY OF GOODS AND SERVICES

a. Contractor warrants that all Goods (including hardware, firmware, and/or software products that it licenses) and Services shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further warrants that all Goods and Services shall be of the quality specified, or of the best grade if no quality is specified, and, unless otherwise provided in the Contract, will be new, and free from defects in design, materials and workmanship.

b. Contractor warrants that all Goods and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.

c. At any time for a period of one (1) year from the date that all Goods have been delivered and all Services have been performed in accordance with the Contract, Contractor shall at its

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own expense promptly repair, replace and/or re-perform any Goods or Services that are defective or in any way fail to conform to the Contract requirements.

d. If Contractor fails to promptly make any repair, replacement or re-performance as required herein, UTA may conduct the necessary remedial work at Contractor‘s expense. Contractor cannot void the warranty for repair, replacement or re-performance performed under these circumstances. Provided that such repair, replacement or re-performance is conducted in a reasonable manner and with workmanship and care consistent with industry standards, Contractor shall reimburse UTA for the cost of any warranty repair, replacement or re-performance self-performed by UTA.

e. The foregoing warranties are not intended as a limitation, but are in addition to all other express warranties set forth in the Contract and such other warranties as are implied by law, custom, and usage of trade. Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to the Contract unless otherwise specified and mutually agreed upon elsewhere in the Contract. In general, Contractor warrants that: (1) the Good will do what the salesperson said it would do, (2) the Good will live up to all specific claims that the manufacturer makes in their advertisements, (3) the Goods will be suitable for the ordinary purposes for which such items are used, (4) the Goods will be suitable for any special purposes that UTA has relied on Contractor’s skill or judgment to consider when it advised UTA about the Good, (5) the Goods have been properly designed and manufactured, and (6) the Goods are free of significant defects or unusual problems about which UTA has not been warned. Nothing in this warranty will be construed to limit any rights or remedies UTA may otherwise have under the Contract.

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 Goods and Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Contractor, Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA’s operation, maintenance, modification, improvement and replacement of UTA’s assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA’s contractors, agent, officers, directors, employees, joint owners, affiliates and consultants.

11. 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,

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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.

12. **INSURANCE REQUIREMENTS**

Standard Insurance Requirements

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Utah Transit Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those Stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. Commercial General Liability – Occurrence Form

   Policy shall include bodily injury, property damage and broad form contractual liability coverage.

   - General Aggregate $4,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $2,000,000

   a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. Automobile Liability

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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.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the consultant's assessment of the exposure for this contract; for their own protection and the protection of UTA.

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).

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D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be sent to utahta@ebix.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at utahta@ebix.com. The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than $1,000,000 per occurrence / $2,000,000 aggregate. Sub-contractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-contractor policies.

G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the UTA Legal Services, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

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13. **OTHER INDEMNITIES**

a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all claims of any kind or nature whatsoever on account of infringement relating to Contractor's performance under the Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any Good or Service is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under the Contract, Contractor shall, at its expense and through mutual agreement between UTA and Contractor, either procure for UTA any necessary intellectual property rights, or modify Contractor's Goods and Services such that the claimed infringement is eliminated.

b. Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or claims made or filed against UTA on account of any Goods or Services furnished by subcontractors of any tier; and (ii) keep UTA property free and clear of all liens or claims arising in conjunction with any Goods or Services furnished under the Contract by Contractor or its subcontractors of any tier. If any lien arising out of the Contract is filed in conjunction with any Goods or Services furnished under the Contract, Contractor, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

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.

14. **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.

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Contractor acknowledges that it shall be solely responsible for payment of all payrolls, income and other taxes generally applicable to independent contractors.

15. **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).

16. **USE OF SUBCONTRACTORS**

a. Consultant shall give advance written notification to UTA of any proposed subcontract (not indicated in Consultant's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subcontractors, such approval not to be withheld unreasonably.

b. No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.

c. Consultant shall be solely responsible for making payments to subcontractors, and such payments shall be made within thirty (30) days after Consultant receives corresponding payments from UTA.

d. Consultant shall be responsible for and direct all Work performed by subcontractors.

e. Consultant agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Consultant further agrees that all subcontracts shall comply with all applicable laws.

17. **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 Goods and Services might affect UTA's Environmental Management Systems obligations. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous

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material to UTA.

18. **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.

19. **ENVIRONMENTAL RESPONSIBILITY**

UTA is ISO 14001 Environmental Management System (EMS) certified. Contractor acknowledges that its Goods and/or Services might affect UTA's ability to maintain the obligation of the EMS. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

20. SUSPENSION OF WORK

a. UTA may, at any time, by written order to Consultant, require Consultant to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.

b. If a Suspension of Work Order issued under this Article is canceled, Consultant shall resume Work as mutually agreed to in writing by the parties hereto.

c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.

d. If the Suspension of Work causes an increase in Consultant's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Consultant for the additional costs or time, and modify this Contract by Change Order.

21. **TERMINATION**

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

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of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.

b. **FOR DEFAULT:** If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor seven (7) days written notice to cure such default:

1. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other contractors or UTA's own forces, in which event Contractor shall be liable for all incremental costs so incurred by UTA;
2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
3. Except to the extent limited by the Contract, pursue other remedies available at law.

b. **CONTRACTOR'S POST TERMINATION OBLIGATIONS:** Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Contractor shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Contractor's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Goods and Services furnished by Contractor prior to termination.

22. CHANGES

a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:

1. In the Scope of Services;

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2. In the method or manner of performance of the Work; or

3. In the schedule or completion dates applicable to the Work.

To the extent that any change in Work directed by UTA causes an actual and demonstrable impact to: (i) Consultant's cost of performing the work; or (ii) the time required for the Work, then (in either case) the Change Order shall include an equitable adjustment to this Contract to make Consultant whole with respect to the impacts of such change.

b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.

c. Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Consultant must give UTA's Project Manager or designee written notice stating:

1. The date, circumstances, and source of the change; and

2. That Consultant regards the identified item as a change in Work giving rise to an adjustment in this Contract.

Consultant must provide notice of a "constructive" change and assert its right to an equitable adjustment under this Section within ten (10) days after Consultant becomes aware (or reasonably should have become aware) of the facts and circumstances giving rise to the "constructive" change. Consultant's failure to provide timely written notice as provided above shall constitute a waiver of Consultant's rights with respect to such claim.

d. As soon as practicable, but in no event longer than 30 days after providing notice, Consultant must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Consultant's entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 20 of this Contract.

23. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of the Contract). Such records shall include, without limitation, time sheets and other cost

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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:
    1. Information already in the public domain.
    2. Information disclosed to Contractor by a third-party who is not under a confidentiality obligation.
    3. Information developed by or in the custody of Contractor before entering into this Contract.
    4. Information developed by Contractor through its work with other clients; and
    5. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

25. **PUBLIC INFORMATION.**

Contractor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Contractor's response to the solicitation for the Contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.

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26. **PROJECT MANAGER**

UTA's Project Manager for the Contract is Michael Goldman, 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) 287-2065.

27. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Brent Miller, 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) 287-3009.

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	Raw Tires Inc. dba Big O Tires of Logan
ATTN: Brent Miller	Attn: Ryan Walker
669 West 200 South	240 East 1400 N
Salt Lake City, UT 84101	Logan, UT 84341
brmiller@rideuta.com	store044111@bigostores.com

b. Either party may change the address at which such party desires to receive written notice of such change to any other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

30. **CLAIMS/DISPUTE RESOLUTION**

a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract

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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/Contractor's Project Manager	Five calendar days
UTA's Brent Miller/Contractor's Cory Gittins	Five calendar days
UTA's Ryan Taylor/Contractor's Ryan Walker	Five calendar days

Unless otherwise directed by UTA's Project Manager, Contractor shall diligently continue performance under this Contract while matters in dispute are being resolved.

If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, then either party may commence formal mediation under the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS mediator. If resolution does not occur through Mediation, then legal action may be commenced in accordance the venue and governing law provisions of this contract.

31. GOVERNING LAW

The validity, interpretation and performance of the Contract shall be governed by the laws of the State of Utah, without regard to its law on the conflict of laws. Any dispute arising out of the Contract that cannot be solved to the mutual agreement of the parties shall be brought in a court of competent jurisdiction in Salt Lake County, State of Utah. Contractor consents to the jurisdiction of such courts.

32. COSTS AND ATTORNEY FEES

If any party to this Agreement brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys' fees, if any, incurred in connection with such suit, including on appeal.

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33. **SEVERABILITY**

Any provision of the Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Contract.

34. **AMENDMENTS**

Any amendment to the Contract must be in writing and executed by the authorized representatives of each party.

35. **FORCE MAJEURE**

Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which are beyond that party's reasonable control. UTA may terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

36. **NO THIRD-PARTY BENEFICIARIES**

The parties enter into the Contract for the sole benefit of the parties, in exclusion of any third-party, and no third-party beneficiary is intended or created by the execution of the Contract.

37. **ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto.

38. **COUNTERPARTS**

This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of the Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

39. **NONWAIVER**

No failure or waiver or successive failures or waivers on the part of either party in the enforcement of any condition, covenant, or article of this Contract shall operate as a discharge of

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any such condition, covenant, or article nor render the same invalid, nor impair the right of either party to enforce the same in the event of any subsequent breaches by the other party.

40. **SALES TAX EXEMPT**

Purchases of certain materials are exempt from Utah sales tax. UTA will provide a sales tax exemption certificate to Contractor upon request. UTA will not pay Contractor for sales taxes for exempt purchases, and such taxes should not be included in Contractor's Application for Payment.

41. **UTAH ANTI-BOYCOTT OF ISRAEL ACT**

Contractor agrees it will not engage in a boycott of the State of Israel for the duration of this contract.

42. **SURVIVAL**

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 7, 9, 10, 11, 12, 13, 15, 17, 18, 19 ,21, 23, 24,25, 30, 31, 32, and 40.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be executed by officers duly authorized to execute the same as of the date of last signature below.

UTAH TRANSIT AUTHORITY:

By_____

By_____

By DocuSigned by: Mike Bell 6/4/2024
70E33A415BA44F6...
UTA Legal Counsel

CONTRACTOR:

By DocuSigned by: Ryan Walker 6/4/2024
04C011CD31714B7...

Name_____
Title_____

By_____
Name_____
Title_____

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EXHIBIT A
SCOPE OF WORK

Contractor(s) to provide maintenance both scheduled and emergency to our Rideshare/Vanpool fleet. Most of UTA's fleet has fewer than 125,000 miles and the majority of the work is preventative Maintenance including, Oil changes, tires, inspections and emissions testing, brakes, shocks, AC work, alignments and PM inspections.
UTA requires preventative maintenance services on approximately 525 Rideshare/Vanpool Vehicles.
UTA reserves the right to adjust vehicle makes, models, and volumes as UTA's requirements increase or decrease during the term of the contract period. UTA shall provide Contractors with UTAH TRANSIT AUTHORITY RIDESHARE/VANPOOL PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST for vehicles requiring service under this RFP.

Contractor(s) will provide Preventative Maintenance Services in accordance with the Service Intervals and Services as defined for each vehicle Make and Model as shown in the below UTA Maintenance Inspection Checklists.
UTA currently has approximately 525 rideshare/vanpool vehicles.
30 Loaner vans
65 release vehicles
430 Active Vans

The Fleet currently consists of the following vehicle Makes and Models:
~ 179 Chevrolet 3500 and 2500 passenger vans
~ 9 Ford E-350 Economize vans
~ 1 Ford Transit passenger vans
~336 Toyota Sienna vans

Contractor(s) Responsibilities

Overall responsibilities of the successful firm will include the following:

(a) Fast and efficient work on Rideshare/Vanpool vehicles.
(b) Collaborate effectively with designated UTA personnel.
(c) Provide sufficient staffing to ensure timely service of repairs or maintenance.
(d) Grade A Customer Service ensuring courteous service to both UTA personnel and fleet users.
(e) Uphold UTA's safety standards and all OSHA requirements.
(f) Must have a warranty program. Please include in your technical proposal.
(g) Contractor(s) will be responsible for maintaining complete vehicle maintenance records. including warranty work on all vehicles worked on by contractor and records shall be available to UTA upon request.
(h) Parts used must be OEM or equivalent.
(i) Schedule and shuttle vans to warranty dealers for service as needed.

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(j) UTA may provide 1 to 5 loaner vehicles to the contractor(s) to use by the vanpool operators. when a vehicle is dropped off for major service. Contractor(s) will maintain a safe parking. location and will be responsible for the keys to the loaners and ensure that only UTA authorized operator uses the equipment. A loaner Van shall only be released after authorization from UTA personnel. All loaners are to be returned to contractor's care in a clean condition with a full tank of fuel. Contractor(s) will be expected to monitor the condition of loaners and report to UTA any issues.

(k) Contractor(s) must obtain authorization from UTA personnel before proceeding with any repair.

(l) Provide diagnostic supporting evidence, state inspection and emission paperwork, vehicle history, warranty data, mileage thresholds, etc. to support recommended service and repairs.

(m) Perform and complete services compliant to UTA Maintenance inspection checklists. Same day as completion of repairs. (See Samples below for Checklist)

(n) Once work is completed contractor will notify UTA of completion so they can coordinate pick up with the vehicle's operator.

(o) Have an invoice system capable of including the UTA vehicle number, the contract number, and contracted price.

(p) Always returning vehicle in same or better condition of cleanliness than when received. Taking steps to ensure no materials are left in vehicles as a result of the service. Taking all reasonable steps to safeguard vehicles and shall accept all liability in the event that a UTA vehicle sustains damage while in the care and custody of contractor.

Service Area Locations:

Areas of service needed
Salt Lake County: Salt Lake City South Salt Lake City West Valley Riverton Sandy Draper West Jordan
Weber County: Ogden Layton Clearfield Roy Brigham City Logan Tremonton
South Utah County: Spanish Fork Payson

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Toole County: Toole Grantsville
North Utah County: Lehi American Fork Orem Provo
Special Service Areas: Cedar City Park City

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UTA Maintenance Inspection Checklists:

UTAH TRANSIT AUTHORITY
RIDESHARE/VAN-POOL CHEVROLET PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST

VEHICLE UNIT NUMBER:		**MILEAGE:**	
DATE OF SERVICE:		**LAST 6 OF VIN NUMBER:**	
MECHANIC NAME:		**INVOICE NUMBER:**	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed… Using As Labeled: "√ " = Okay - Item checked is ready for service; "**X**" = Adjust – Item checked has been replaced and is ready for service: "**0**"= Repairs needed – Any items requiring repair.

"E" Service Inspection
(5,000 Miles or Six-Months Whichever comes first)

___01. Change Engine Oil & Replace Oil Filter **(OEM or equivalent)**
___02. Fill & Check Engine Oil Fluid
___03. Lubricate ALL Chassis & Steering Linkages (Ball Joints, Steering Linkage Equipped with zerk fittings)
___04. **Rotate & Inspect Tires for Wear**
___05. Check ALL Lug Nuts (Torque to OEM specification)
___06. **Check and Record Tire Pressure *(Including Spare)***
___07. Check & "top Off" Listed Fluids using OEM Recommended fluids
___08. Brake Fluid: **(If low, contact UTA)**
___09. Coolant Level
___10. Coolant Protection Level: _____◦F
___11. Automatic Transmission Fluid
___12. Power Steering Fluid
___13. Windshield Washer Fluid
___14. Differential Fluid Level: "SAE 75W-90 "Synthetic"
___15. Safety Equipment Checks: Horn & Seat Belts
___16. Check Instruments & Dash Lights for Operation
___17. Check Heating & A/C Operations, Switches & Temperature Controls
___18. Check: Exterior Lights, Turn Signal & 4 Way Hazards Warning Lights
___19. Check Wiper Operation & Blade Condition
___20. Check Washer Operation & Spray Patterns
___21. Check Battery terminlas & Charging Voltage, Voltage Reading: _____
___22. Inspect Engine Air Filter Element (Replace as necessary)
___23. Inspect Serpentine / Accessory Belts
___24. Inspect Engine/Transmission & Differential for leaks
___25. Inspect All Coolant Hoses for Leaks and Wear
___26. Parking Brake Operation
___27. **Check and record Lining/Pad Wear**
___28. Caliper Condition
___29. Rotor Condition
___30. Brake Hoses & Lines for Leaks
___31. Inspect Driveline & U-Joints for Wear
___32. Check Exhaust System for Leaks or Broken Hangers
___33. Inspect Suspension, Steering, Torsion Bars, Shocks for Wear
___34. Inspect Fuel System for Leaks
___35. Lubricate all door locks (WD-40 spray)

75,000 Mile "D" Service Inspection
(Also Includes "E" Service)

___36. Replace Serpentine Belt / Accessory Belts (as required)
___37. Inspect Evaporative control system
___38. Change Transmission Fluid & Filter

100,000 Mile "C" Service Inspection
(Also Includes "E" service)

___39. Tune up/Replace Spark Plugs
___40. Change Rear Differential Fluid Using "SAE 75W-90 Synthetic Oil"
___41. Inspect Evaporative control system
___42. Flush cooling system (Replace with OEM recommended fluid)

Please record Tire Pressure, Tread depth and brake pad measurement at every maintenance service.

Tire Pressure	***Tread depth***
LF_____RF_____	LF_____RF_____
LR_____RR_____	LR_____RR_____

Brake pad measurement

LF_____RF_____ LR_____RR_____

Important!!!
Is there a current **registration and insurance card** in the van YES ☐ NO ☐

If "NO" please notify UTA Vanpool Maintenance Representative

UPDATE MAINTENANCE REMINDER STICKER TO 5,000 MILES OR EVERY SIX-MONTHS

Updated 2/9/17

Chevrolet

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UTAH TRANSIT AUTHORITY RIDESHARE/VANPOOL FORD PREVENTATIVE MAINTENANCE INSPECTION LIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF THE VIN:	
CONTRACTOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed. Using As Labeled: √ = Okay – Item checked is ready for service; **X** = Adjust – Item checked has been replaced and is ready for service. **0** = Repairs needed – Any items requiring repair

"E" Service Inspection
(5,000 Miles or Six-Months whichever comes first)

___01. Change Engine Oil & Replace Oil Filter **(OEM or equivalent)**
___02. Fill & Check Engine Oil Fluid
___03. Lubricate ALL Chassis & Steering Linkages (Ball Joints, Steering Linkage Equipped with zerk fittings)
___04. **Rotate & Inspect Tires for Wear**
___05 Check ALL Lug Nuts (Torque to OEM specifications.)
___06. **Check and record tire Pressure *(Including Spare)***
___07. Check & top Off Listed Fluids & Levels using OEM recommended fluids
___08. Brake Fluid: ***(If low, notify UTA)***
___09. Coolant Level
___10. Coolant Protection Level: _____◦F
___11. Automatic Transmission Fluid
___12. Power Steering Fluid
___13. Windshield Washer Fluid
___14. Differential Fluid Level: SAE 75W-140 Synthetic
___15. Check Heating & A/C Operations, Switches & Temperature Controls
___16. Check Instruments & Dash Lights for Operation
___17. Safety Equipment Checks: Horn & Seat Belts
___18. Check: Exterior Lights, Turn Signal & 4 Way Hazards Warning Lights
___19. Check Wiper Operation & Blade Condition
___20. Check Washer Operation & Spray Patterns
___21. Check Battery terminals & Charging Voltage, Voltage Reading_____
___22. Inspect Engine Air Filter Element (Replace as necessary)
___23. Inspect Serpentine / Accessory Belts
___24. Inspect Engine/Transmission & Differential for leaks
___25. Inspect Fuel System for Lea ks
___26. Inspect All Coolant Hoses for Leaks and Wear
___27. Parking Brake Operation
___28. **Check and record Brake Lining/Pad Wear**
___29. Caliper Condition
___30. Rotor Condition
___31. Brake Hoses & Lines for cracks or Leaks
___32. Inspect Driveline & U-Joints for Wear
___33. Check Exhaust System for Leaks or Broken Hangers
___34. Inspect Suspension, Steering, Torsion Bars, Shocks for Wear
___35. Lubricate door locks (WD-40 Spray)

30,000 MILE "D" Service Inspection
(Also Includes "E" Service)

___39. Replace fuel filter (if applicable)

60,000 MILE "C" Service Inspection
(Also Includes "D" and "E" services)

___40. Change transmission fluid and filter
___41. Replace Serpentine Belt / Accessory Belts (as required)

90,000 MILE "B" Service Inspection
(Also Includes "D" and "E" Services)

___42. Replace Spark Plugs

___43. Change Rear Differential Fluid Using SAE 75W-140 Synthetic
___44. Replace coolant (as per OEM specs)

Please record Tire Pressure, Tread depth and brake pad measurement at every maintenance service.

Tire Pressure	*Tread depth*
LF_____RF_____	LF_____RF_____
LR_____RR_____	LR_____RR_____

Brake pad measurement

LF_____RF_____ LR_____RR_____

Important!!!
Is there a current **registration and insurance card** in the van YES ☐ NO ☐

If "NO" please notify UTA Vanpool Maintenance Representativ

UPDATE MAINTENANCE REMINDER STICKER TO 5,000 MILES OR EVERY SIX-MONTHS

Updated 2/8/17

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UTAH TRANSIT AUTHORITY RIDESHARE/VAN-POOL FORD TRANSIT PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
VENDOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed... Using As Labeled:

"**V** "= Okay - Item checked is ready for service.
"**X**" = Adjust – Item checked has been replaced and is ready for service:
"**0**" = Repairs needed – Any items requiring repair.

UPDATE MAINTENANCE REMINDER STICKER TO 7,500 MILES OR EVERY EIGHT-MONTHS

"E" Service Inspection (No Oil Change)
(7,500 Miles or Eight-Months whichever comes first)

___01. Change Engine Oil, Replace Oil Filter & Reset Oil-Life Monitor ***(Use Only OEM Recommended Oil & Filter***
___02. Lubricate All Chassis & Steering Linkages as Required
___03. **Rotate & Inspect Tires for Wear**
___04. Check All Lug Nuts (Torque to OEM specification)
___05. **Check & Record Tire Pressure *(Including Spare)***
___06. Brake Fluid: ***(If Low Contact UTA)***
___07. Check & "Top Off" All Fluids Using OEM Recommended Fluids
___08. Coolant Level
___09. Transmission Fluid Level ***(If equipped w/dipstick)***
___10. Power Steering Fluid Level
___11. Windshield Washer Fluid Level
___12. Safety Equipment Checks: Horn & Seat Belts
___13. Check Instruments & Dash Lights for Operation
___14. Check Heating & A/C Operations, Switches & Temperature Controls
___15. Check Exterior Lights, Turn Signal & 4 Way Hazard Warning Lights
___16. Check Wiper Operation & Blade Condition
___17. Check Washer Operation & Spray Patterns
___18. Check Battery terminals & Charging Voltage, Voltage Reading: _____
___19. Inspect Engine Air Filter Element (replace as necessary)
___20. Inspect Serpentine / Accessory Belts
___21. Inspect Engine/Transmission & Differential leaks
___22. Parking Brake Operation
___23. **Inspect and record brake pads/linings wear**
___24. Caliper Condition
___25. Rotor Condition
___26. Check Brake Hoses & Lines for Damage & Leaks
___27. Inspect Driveline & U-Joints for Wear
___28. Check Exhaust System for Leaks or Broken Hangers
___29. Inspect Suspension, Steering, Shocks, CV axles and boots
___30. Inspect Fuel System for Leaks
___31. Inspect All Coolant Hoses for Leaks and Wear

30,000 Mile "D" Service Inspection
(Also includes "E" service)

___32. Replace Cabin Air Filter
___33. Inspect & Tighten Driveshaft Bolts
___34. Check Differential Fluid Level (Motorcraft Premium SAE 75W-85 Synthetic Hypoid Gear Oil)

60,000 Mile "C" Service Inspection
(Also includes "D" and "E" services)

___35. Replace Serpentine/Accessory Belt as Required

90,000 Mile "B" Service Inspection
(Also includes "D" and "E" services)

___36. Change & Flush Cooling System "Use OEM or Equivalent"

120,000 Mile "A" Service Inspection
(Also includes "C", "D" and "E" services)

___37. Change Automatic Transmission Fluid & Filter
___38. Change Rear Axle Fluid
___39. Replace Sparkplugs

Please record Tire Pressure, Tread depth and brake measurements at every maintenance service.

Tire Pressure	*Tread depth*
LF _____ RF_____	LF _____ RF_____
LR _____ RR_____	LR _____ RR_____

Brake pad measurement

LF _____ RF_____ LR _____ RR_____

Important!!!

Is there a current **registration and insurance card**?
YES ☐ NO ☐

If "NO" please notify UTA Vanpool Maintenance

Updated 1/10/2023 RR

NOT AND NEVER FOR BETTER ONLY

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UTAH TRANSIT AUTHORITY

RIDESHARE/VANPOOL TOYOTA SIENNA (HYBRID) PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST

VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
VENDOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed… Using As Labeled: "√ "= Okay - Item checked is ready for service; "**X**" = Adjust – Item checked has been replaced and is ready for service: "**0**" = Repairs needed – Any items requiring repair.

Is there a current **registration and insurance card** in the van? YES ☐ NO ☐

If "NO", then please notify UTA Vanpool Maintenance Representative

"E" Service inspection (Items 1-28)
(7,500 Miles or every Eight-Months whichever comes first)

___01. **Replace engine oil & filter** – *4.8 Qts w/filter*
Use Toyota Genuine Motor Oil SAE 0W-16
___02. **Replace aluminum crush ring on oil drain plug**
Toyota PN# 9043012031
___03. **Reset MIL Lamp** – *Located in IP cluster settings*
___04. **Inspect engine air filter element** -*Toyota PN# 17801F0020*
Replace 30K air filter only if necessary.
___05. Check Horn
___06. Check parking brake operation. Does it hold the van?
___07. Check instruments & dash lights for operation
___08. Check heating & A/C operation, switches & temperature controls
___09. Check exterior lights, turn signal & 4-way hazard warning lights
___10. Check washer operation & spray patterns
___11. Check wiper operation & blade condition
___12. Check & clean carpet. Vacuum out battery cooling air filter under driver's seat left side. *DO NOT USE SHOP AIR!*
___13. Check brake fluid level -- **(If low contact UTA)**
___14. Check engine coolant level – if low check for leaks
Use "Toyota Super Long-Life Coolant"
___15. Check hybrid coolant level – if low check for leaks
Use "Toyota Super Long-Life Coolant"
___16. Check windshield washer fluid level
___17. Check AUX battery terminals & charging voltage,
Voltage Reading: _____ *-- Read note at the end*
___18. Inspect all engine hoses and lines for leaks and damage
___19. Inspect air intake & ducts for leaks and secure all clamps
___20. Inspect engine, trans & differential for oil leaks
___21. **Rotate & Inspect Tires for Wear - P235/65R17 103T**
___22. Torque all wheel lug nuts to 76 ft/lbs.

Record Tire Pressure, Tread depth and brake measurements at every maintenance service

Tire Pressure - 35 PSI Front & Rear **Tread depth**

LF_____ RF_____ LF_____ RF_____

LR_____ RR_____ LR_____ RR_____

___23. Check exhaust system for leaks or broken hangers
___24. Inspect suspension, steering, shocks, CV axles and boots
___25. Check brake caliper condition
___26. Check brake rotor condition
___27. Check brake hoses & lines for leaks
___28. **Inspect and record brake pads/linings wear**

LF_____ RF_____ LR_____ RR_____

Every 30,000 Miles - "D" Service Inspection
(Also Includes "E" services – Items 1-28)

___29. Check cabin air filter – Replace only if necessary
Toyota PN# 8713958010
___30. Replace engine air filter element -- *Toyota PN# 17801F0020*
Use a paint pen to record the mileage on the air filter cover.
___31. Check & record coolant freeze point:
Coolant reading _____ °F

Every 60,000 Miles - "C" Service Inspection
(Also Includes "D" and "E" services – Items 1-31)

Use "Toyota ATF WS" oil for hybrid trans & differential ONLY.
Do not overfill oil level as per Toyota Service Information

___32. Change hybrid transmission oil –
Use "Toyota ATF WS" fluid only
___33. Replace transmission drain plug gasket –
Toyota PN# 90430A0003
___34. Change differential oil -- *Use "Toyota ATF WS" fluid only*

Every 90,000 Mile "B" Service Inspection
(Also Includes "D" and "E" services – Items 1-31)

___35. Change and Flush Cooling System
Use "Toyota Super Long-Life Coolant" or equivalent

Every 120,000 Miles - "A" Service Inspection
(Also Includes "C", "D", and "E" services – Items 1-34)

___36. Replace spark plugs – *Denso FC16HR-Q8 (Gap 0.031 in.)*
Use only iridium-tipped spark plugs. Do not adjust spark plug gap.

For vehicle spec's reference the Toyota Sienna 2022 Owner's Manual

Note: *As per "Owner's Manual", disconnect the ground cable if you will be recharging the AUX battery.*

Toyota Hybrid Sienna

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UTAH TRANSITAUTHORITY RIDESHARE/VAN-POOL TOYOTA SIENNA (NON-HYBRID) PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
VENDOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed… Using As Labeled: "√ "= Okay - Item checked is ready for service; "**X**" = Adjust – Item checked has been replaced and is ready for service: "**0**" = Repairs needed – Any items requiring repair.

"E" Service Inspection (7,500 Miles or Eight-Months whichever comes first)

___01. **Change Engine Oil & Replace Oil Filter**
___02. Lubricate all Chassis & Steering Linkages as required
___03 **Rotate & Inspect Tires for Wear**
___04. Check ALL Lug Nuts (Torque to OEM specification)
___05. **Check and record Tire Pressure** ***(Including Spare)***
___06. Brake Fluid: **(If low contact UTA)**
___07. Check & "top off" all fluids using OEM recommended fluids
___08. Coolant Level
___09. Automatic Transmission Fluid
___10. Power Steering Fluid
___11. Windshield Washer Fluid
___12. Safety Equipment Checks: Horn & Seat Belts
___13. Check Instruments & Dash Lights for Operation
___14. Check Heating & A/C Operations, Switches & Temperature Controls
___15. Check Exterior Lights, Turn Signal & 4 Way Hazard Warning Lights
___16. Check Wiper Operation & Blade Condition
___17. Check Washer Operation & Spray Patterns
___18. Check Battery terminals & Charging Voltage
Voltage Reading: _____
___19. Inspect Engine Air Filter Element (replace as necessary)
___20. Inspect Serpentine / Accessory Belts
___21. Inspect Engine/Transmission & Differential leaks
___22. Parking Brake Operation
___23. **Inspect and record brake pads/linings wear**
___24. Caliper Condition
___25. Rotor Condition
___26. Brake Hoses & Lines for Leaks
___27. Inspect Driveline & U-Joints for Wear
___28. Check Exhaust System for Leaks or Broken Hangers
___29. Inspect Suspension, Steering, Shocks, and CV axles and boots
___30. Inspect Fuel System for Leaks
___31. Inspect All Coolant Hoses for Leaks and Wear

30,000 Mile "D" Service Inspection
(Also include "E" service)

_____32. Replace cabin air filter
___33 Inspect and tighten driveshaft bolts
___34. Check differential fluid level (Hypoid gear oil API GL-5)

60,000 Mile "C" Service Inspection
(Also includes "D" & "E" services)

___35. Replace Serpentine/accessory belt as required

90,000 Mile "B" Service Inspection
(Also includes "D" & "E" services)

___36. Change & Flush Cooling System "use OEM or equivalent"

120,000 Mile "A" Service Inspection
(Also includes "C", "D", & "E" services)

___37. Replace sparkplugs

Please record Tire Pressure, Tread depth and brake measurements at every maintenance service.

Tire Pressure	***Tread depth***
LF_____RF_____	LF_____RF_____
LR_____RR_____	LR_____RR_____

Brake pad measurement

LF_____RF_____ LR_____RR_____

Important!!!
Is there a current **registration and insurance card?**
YES NO

If "NO" please notify UTA Vanpool Maintenance Representative

UPDATE MAINTENANCE REMINDER STICKER TO 7,500 MILES OR EVERY Eight-MONTHS

Updated 12/10/22

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UTAH TRANSIT AUTHORITY RIDESHARE/VAN-POOL 2010 ONLY TOYOTA SIENNA PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
VENDOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed… Using As Labeled: "√" = Okay - Item checked is ready for service; "**X**" = Adjust – Item checked has been replaced and is ready for service: "**0**"= Repairs needed – Any items requiring repair.

"E" Service inspection
(5,000 Miles or every Six-Months whichever comes first)

___01. Change Engine Oil & Replace Oil Filter **(OEM or equivalent)**
___02. Fill & Check Engine Oil Fluid
___03. Lubricate ALL Chassis & Steering Linkages as required
___04. **Rotate & Inspect Tires for Wear**
___05. Check ALL Lug Nuts (Torque to OEM specification)
___06. **Check and record Tire Pressure** ***(Including Spare)***
___07. Check & "top off" all fluids using OEM recommended fluids
___08. Brake Fluid: **(If low contact UTA)**
___09. Coolant Level
___10. Automatic Transmission Fluid
___11. Power Steering Fluid
___12. Windshield Washer Fluid
___13. Safety Equipment Checks: Horn & Seat Belts
___14. Check Instruments & Dash Lights for Operation
___15. Check Heating & A/C Operations, Switches & Temperature Controls
___16. Check Exterior Lights, Turn Signal & 4 Way Hazard Warning Lights
___17. Check Wiper Operation & Blade Condition
___18. Check Washer Operation & Spray Patterns
___19. Check Battery terminals & Charging Voltage, Voltage Reading:_____
___20. Inspect Engine Air Filter Element (replace as necessary)
___21. Inspect Serpentine / Accessory Belts
___22. Inspect Engine/Transmission & Differential for leaks
___23. Parking Brake Operation
___24. **Inspect and record brake pads/linings wear**
___25. Caliper Condition
___26. Rotor Condition
___27. Brake Hoses & Lines for Leaks
___28. Inspect Driveline & U-Joints for Wear
___29. Check Exhaust System for Leaks or Broken Hangers
___30. Inspect Suspension, Steering, Shocks, and CV axles and boots
___31. Inspect Fuel System for Leaks
___32. Inspect All Coolant Hoses for Leaks and Wear

30,000 Mile"D" Service Inspection
(Also Includes "E" service)

___33.Replace cabin air filter
___34 Inspect and tighten driveshaft bolts
___35.Check differential fluid level (Hypoid gear oil API GL-5)

60,000 Mile "C" Service Inspection
(Also Includes "D" and "E" services)

___36.Replace Serpentine/accessory belt as required

90,000 Mile "B" Service Inspection
(Also Includes "D" and "E" services)

___37.Change & Flush Cooling System "use OEM or equivalent"

120,000 Mile "A" Service Inspection
(Also Includes "C", "D", and "E" services)

___38. Replace Spark plugs

Please record Tire Pressure, Tread depth and brake measurements at every maintenance service.

Tire Pressure	*Tread depth*
LF_____RF_____	LF_____RF_____
LR_____RR_____	LR_____RR_____

Brake pad measurement

LF_____RF_____ LR_____RR_____

Important!!!
Is there a current **registration and insurance card** in the van YES ☐ NO ☐

If "NO" please notify UTA Vanpool Maintenance Representativ

UPDATE MAINTENANCE REMINDER STICKER TO 5,000 MILES OR EVERY SIX-MONTHS

Updated 2/8/17

DO Toyota

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EXHIBIT B

PRICE

1. **Total Not-To-Exceed Amount:** The total aggregate amount payable by UTA under this contract, collectively for all contractors in the contractor pool is **Not To Exceed (NTE) $1,895,713.00 over the five (5) year term.** This total NTE amount shall decrease with each payment to a Consultant within the Pool. The Total Not-To-Exceed Amount shall be allocated among the contractors in the pool based on the actual services rendered.

2. **Payment Terms:** UTA to pay with Credit Card (P-Card) for transactions less than $5000.00, otherwise payment shall be Invoiced Net30 after the Services have been performed. No additional fees or charges will be charged because of the use of a purchasing card. UTA currently uses the VISA Card Purchasing Card from US Bank.

PRICE SCHEDULE

		RAW Tires Inc (dba Big O Tires Logan) PRICING DETAL FOR THIS RFP															
		Year 1 (2024-2025)			Year 2 (2025-2026)			Year 3 (2026-2027)			Year 4 (2027-2028)			Year 5 (2028-2029)			
ITEM#	PRODUCT SERVICE ITEM	Service List Price	% Discount	UTA Price	Service List Price	% Discount	UTA Price	Service List Price	% Discount	UTA Price	Service List Price	% Discount	UTA Price	Service List Price	% Discount	UTA Price	REMARKS / COMMENTS
1	Chevrolet PM "E" 5,000 mile Service Inspection	$ 97.36	12%	$86.93	$ 97.36	12%	$86.93	$ 103.20	12%	$ 90.82	$ 103.20	12%	$ 90.82	$ 109.39	12%	$ 96.26	
2	Chevrolet PM "D" 75,000 mile Service Inspection	$ 747.70	12%	$667.59	$ 747.70	12%	$667.59	$ 792.56	12%	$ 697.45	$ 792.56	12%	$ 697.45	$ 840.11	12%	$ 739.30	
3	Chevrolet PM "C" 100,000 mile Service Inspection	$ 989.12	12%	$883.15	$ 989.12	12%	$883.15	$ 1,048.47	12%	$ 922.65	$ 1,048.47	12%	$ 922.65	$ 1,111.38	12%	$ 978.01	
4	Ford PM "E" 5,000 mile Service Inspection	$ 97.36	12%	$86.93	$ 97.36	12%	$86.93	$ 103.20	12%	$ 90.82	$ 103.20	12%	$ 90.82	$ 109.39	12%	$ 96.27	
5	Ford PM "D" 30,000 mile Service Inspection	$ 224.08	12%	$200.08	$ 224.08	12%	$200.08	$ 237.52	12%	$ 209.02	$ 237.52	12%	$ 209.02	$ 251.78	12%	$ 221.56	
6	Ford PM "C" 60,000 mile Service Inspection	$ 784.23	12%	$700.21	$ 784.23	12%	$700.21	$ 831.28	12%	$ 731.53	$ 831.28	12%	$ 731.53	$ 881.16	12%	$ 775.42	
7	Ford PM "B" 90,000 mile Service Inspection	$ 1,042.82	12%	$931.09	$ 1,042.82	12%	$931.09	$ 1,105.39	12%	$ 972.74	$ 1,105.39	12%	$ 972.74	$ 1,171.71	12%	$ 1,031.11	
8	2017 and Newer Ford Transit PM "E" 7,500 mile Service Inspection	$ 122.05	12%	$108.98	$ 122.05	12%	$108.98	$ 129.37	12%	$ 113.85	$ 129.37	12%	$ 113.85	$ 137.14	12%	$ 120.68	
9	2017 and Newer Ford Transit PM "D" 30,000 mile Service Inspection	$ 157.32	12%	$140.47	$ 157.32	12%	$140.47	$ 166.76	12%	$ 146.75	$ 166.76	12%	$ 146.75	$ 176.76	12%	$ 155.55	
10	2017 and Newer Ford Transit PM "C" 60,000 mile Service Inspection	$ 375.64	12%	$335.40	$ 375.64	12%	$335.40	$ 398.18	12%	$ 350.40	$ 398.18	12%	$ 350.40	$ 422.07	12%	$ 371.42	
11	2017 and Newer Ford Transit PM "B" 90,000 mile Service Inspection	$ 357.21	12%	$318.94	$ 357.21	12%	$318.94	$ 378.64	12%	$ 333.21	$ 378.64	12%	$ 333.21	$ 401.36	12%	$ 353.20	
12	2017 and Newer Ford Transit PM "A" 120,000 mile Service Inspection	$ 1,920.77	12%	$1,714.98	$ 1,920.77	12%	$1,714.98	$ 2,036.02	12%	$ 1,791.69	$ 2,036.02	12%	$ 1,791.69	$ 2,158.18	12%	$ 1,899.20	
13	Toyota Hybrid Sienna PM "E" 7,500 mile Service Inspection	$ 112.69	12%	$100.62	$ 112.69	12%	$100.62	$ 119.45	12%	$ 105.12	$ 119.45	12%	$ 105.12	$ 126.62	12%	$ 111.42	
14	Toyota Hybrid Sienna PM "D" 30,000 mile Service Inspection	$ 194.99	12%	$174.10	$ 194.99	12%	$174.10	$ 206.69	12%	$ 181.89	$ 206.69	12%	$ 181.89	$ 219.09	12%	$ 192.80	
15	Toyota Hybrid Sienna PM "C" 60,000 mile Service Inspection	$ 496.54	12%	$443.34	$ 496.54	12%	$443.34	$ 526.33	12%	$ 463.17	$ 526.33	12%	$ 463.17	$ 557.91	12%	$ 490.96	
16	Toyota Hybrid Sienna PM "B" 90,000 mile Service Inspection	$ 394.87	12%	$352.57	$ 394.87	12%	$352.57	$ 418.56	12%	$ 368.33	$ 418.56	12%	$ 368.33	$ 443.68	12%	$ 390.43	
17	Toyota Hybrid Sienna PM "A" 120,000 mile Service Inspection	$ 891.27	12%	$795.78	$ 891.27	12%	$795.78	$ 944.75	12%	$ 831.38	$ 944.75	12%	$ 831.38	$ 1,001.43	12%	$ 881.26	
20	Toyota Non-Hybrid Sienna PM "E" 7,500 mile Service Inspection	$ 77.03	12%	$68.78	$ 77.03	12%	$68.78	$ 81.65	12%	$ 71.85	$ 81.65	12%	$ 71.85	$ 86.55	12%	$ 76.16	
22	Toyota Non-Hybrid Sienna PM "D" 30,000 mile Service Inspection	$ 98.19	12%	$87.67	$ 98.19	12%	$87.67	$ 104.08	12%	$ 91.59	$ 104.08	12%	$ 91.59	$ 110.33	12%	$ 97.09	
23	Toyota Non-Hybrid Sienna PM "C" 60,000 mile Service Inspection	$ 317.74	12%	$283.70	$ 317.74	12%	$283.70	$ 336.80	12%	$ 296.39	$ 336.80	12%	$ 296.39	$ 357.01	12%	$ 314.17	
24	Toyota Non-Hybrid Sienna PM "B" 90,000 miles Service Inspection	$ 298.07	12%	$266.14	$ 298.07	12%	$266.14	$ 315.95	12%	$ 278.04	$ 315.95	12%	$ 278.04	$ 334.91	12%	$ 294.72	
25	Toyota Non-Hybrid Sienna PM "A" 120,000 miles Service Inspection	$ 769.22	12%	$686.81	$ 769.22	12%	$686.81	$ 815.37	12%	$ 717.53	$ 815.37	12%	$ 717.53	$ 864.30	12%	$ 760.58	
26	Toyota 2010 only PM "E" 5000 mile Service Inspection	$ 77.03	12%	$68.78	$ 77.03	12%	$68.78	$ 81.65	12%	$ 71.85	$ 81.65	12%	$ 71.85	$ 86.55	12%	$ 76.16	
27	Toyota 2010 PM "D" 30,000 mile Service Inspection	$ 98.19	12%	$87.67	$ 98.19	12%	$87.67	$ 104.08	12%	$ 91.59	$ 104.08	12%	$ 91.59	$ 110.33	12%	$ 97.09	
28	Toyota 2010 PM "C" 60,000 mile Service Inspection	$ 317.74	12%	$283.70	$ 317.74	12%	$283.70	$ 336.80	12%	$ 296.39	$ 336.80	12%	$ 296.39	$ 357.01	12%	$ 314.17	
29	Toyota 2010 PM "B" 90,000 mile Service Inspection	$ 398.07	12%	$266.14	$ 398.07	12%	$266.14	$ 421.95	12%	$ 371.32	$ 421.95	12%	$ 371.32	$ 447.27	12%	$ 393.60	
30	Toyota 2010 PM "A" 120,000 Mile Service Inspection	$ 1,086.98	12%	$970.52	$ 1,086.98	12%	$970.52	$ 1,152.20	12%	$ 1,013.93	$ 1,152.20	12%	$ 1,013.93	$ 1,221.33	12%	$ 1,074.77	
31	Parts Price Discount (%) Offered																

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/10/2024

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Patrick Preusser, Chief Operating Officer
PRESENTER(S):	Michael Goldman, Special Svc Program Manager

TITLE:

Contract: Rideshare/Vanpool Vehicle Preventative Maintenance Program (Roy Parkinson Interprises LLC, DBA C&M Tires Clearfield)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve award and authorize Executive Director to execute this contract and associated disbursements with Roy Parkinson Interprises LLC (dba C&M Tires (Clearfield)) in the not to exceed amount of $1,895,713.00 over five (5) years as one of 10 vendors in a Rideshare/Vanpool vehicle preventative maintenance service vendor pool.

BACKGROUND:
UTA requires a contract for vendor(s) to provide Vehicle Preventative Maintenance Service at regular service intervals to maintain the warranty and life expectancy of approximately 525 Rideshare/Vanpool Vehicles for various counties throughout Utah.

After conducting a Request for Proposal (RFP) solicitation, UTA received multiple proposals. After evaluation, UTA chose to proceed with a multiple award contract, creating a vendor pool of ten (10) vendors. Roy Parkinson Interprises LLC (dba C&M Tires (Clearfield)) was one of the ten (10) selected vendors with best overall value.

DISCUSSION:
UTA Staff is requesting approval of the contracts under the vendor pool for a total aggregate amount, collectively for all contractors in the vendor pool, not-to-exceed (NTE) $1,895,713.00 over a five (5) year

period. The contracts will commence upon approval and will expire five (5) years form the commencement date. The contracts shall allow for P-Card purchases for service transactions less than $5000.00; otherwise payment shall be Invoiced Net30 after services have been performed. This payment method is required to allow payment flexibility between UTA's vehicle operators and contracted service providers within the vendor pool.

Applicable Contracts: 24-038461BCM, 24-038462BCM, 24-038463BCM, 24-038464BCM 24-038465BCM, 24-038466BCM, 24-038467BCM, 24-038468BCM, 24-038469BCM, & 24-0384610BCM.

The contract values for each supplier shall not exceed the amounts as stated in this memo.

Actual cost will be tracked and managed by the Procurement Department.

CONTRACT SUMMARY:

Contractor Name:	Roy Parkinson Interprises LLC dba C&M Tires (Clearfield)
Contract Number:	24-038469BCM
Base Contract Effective Dates:	Upon approval thru August 5, 2029
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	NTE of $1,895,713.00 over 5 years for entire contract pool
Procurement Method:	RFP
Budget Authority:	Approved 2024 Operating Budget

ALTERNATIVES:

Without these service contracts, UTA risks not keeping our fleet in a state of good repair and incurring more expensive long-term vehicle maintenance costs.

FISCAL IMPACT:

The 2024 approved budget includes $145,834.00 for the Rideshare/Vanpool Vehicle Preventative Maintenance Pool. Projected funding $1,749,879.00 requests for future years 2025, 2026, 2027, 2028, and 2029 as listed below, based on 4% increase per year to account for inflation and minimal growth. The total 5-year Pool Not-To-Exceed (NTE) amount is $1,895,713.00. All funds will come from the Contract Services operating expense line item in the Department of Van Pool yearly budget 7900.50353.92.

2024 Budgeted Total: $145,834.00 (included in the Approved 2024 Operating Budget for Remaining 5 mos)
2025 Budget Request: $364.000.00 (12mos)
2026 Budget Request: $378,560.00 (12mos)
2027 Budget Request: $393,703.00 (12mos)
2028 budget Request: $409,450.00 (12mos)
2029 budget Request: $204,166.00 (7mos)

Expected 5-year spend: $1,895,713.00

ATTACHMENTS:

1) Contract

UTAH TRANSIT AUTHORITY

GOODS AND SERVICES SUPPLY AGREEMENT

UTA CONTRACT #24-038469BCM
Rideshare/Vanpool Maintenance Program

THIS GOODS AND NON-PROFESSIONAL SERVICES SUPPLY AGREEMENT ("Contract") is entered into and made effective as of the date of last signature below. ("Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and Roy Parkinson Interprises LLC dba C&M Tires, a S-Corporation located at 5140 S 1900 W, UT 84067 (the "Contractor").

RECITALS

WHEREAS, on May 03, 2024, UTA received competitive proposals to provide Vehicle Preventative Maintenance Service on approximately 525 Rideshare/Vanpool Vehicles for various counties throughout Utah. and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation (the "Goods and Services") according to the terms, conditions and specifications prepared by UTA in 24-03846BCM (the "RFP"); and

WHEREAS, UTA wishes to procure the Goods and Services according to the terms, conditions and specifications listed in the RFP (as subsequently amended through negotiation by the parties); and

WHEREAS, the Response and Proposal to RFP 24-03846BCM dated May 03, 2024, submitted by the Contractor in response to the RFP ("Contractor's Proposal) was deemed to be advantageous to UTA; and

WHEREAS, Contractor is willing to furnish the Goods and Services according to the terms, conditions and specifications of the Contract.

AGREEMENT

NOW, THEREFORE, in accordance with the foregoing Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived here from, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. GOOD AND SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor hereby agrees to furnish and deliver the Goods and/or Services in accordance with the Contract as described in Exhibit A (Statement of Work or Services) (including performing any installation, testing commissioning and other Services described in the Contract).

Contractor is one of several awardees within a contractor pool. Each member of the pool receiving a contract shall have a fair opportunity to provide these Goods and/or Services to UTA for

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consideration. If a Contractor is selected, it shall receive the fixed price rate as described in Exhibit B.

2. **TERM** This Contract will commence upon the last signature date page (pg#18) and will continue for a period of five (5) years expiring approximately August 5, 2029. The 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 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 Goods have been delivered and the Services have been performed. In no event shall advance payments be made.

Allocation of Total Not-To-Exceed Amount: The total aggregate amount payable by UTA under this contract, collectively for all contractors in the pool, shall Not-To-Exceed (NTE) $1,895,713.00. This Contract will be based on the Fixed Price Rates as described in Exhibit B. The Total Not-To-Exceed Amount shall be allocated among the contractors in the contractor pool based on the actual services rendered. Each contractor's billing rates will be applied as applicable.

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 Goods and Services Supply Agreement (including any exhibits and attachments hereto).
2. Contractor's Proposal including, without limitation, all federal certifications (as applicable);
3. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services;

b. The above-referenced documents are made as fully a part of the Contract as if hereto attached or herein repeated. The Contract (including the documents listed above) constitute the complete contract between the parties.

5. **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

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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.

6. **LAWS AND REGULATIONS**

Contractor and any and all Goods and/or Services furnished under the Contract will comply fully with all applicable Federal and State laws and regulations, including those related to safety and environmental protection. Contractor shall also comply with all applicable licensure and certification requirements.

7. **INSPECTION, DELIVERY AND TRANSFER OF TITLE**

a. Upon UTA's request, UTA's representative shall be provided access to Contractor's facilities to obtain information on production progress and to make inspections during the manufacturing or assembly process. Contractor will make reasonable efforts to obtain, for UTA, access to subcontractor facilities for the purposes described above. If the specifications include pre-shipment inspection requirements, Goods shall not be shipped until UTA or its designee has inspected the Goods, and authorized Contractor to proceed with the shipment.

b. Delivery of the Goods is a substantial and material consideration under the Contract. Unless otherwise specifically set forth in the pricing schedule: (i) Contractor shall be solely responsible for the delivery of the Goods FOB to the delivery point specified in the Contract (or otherwise designated by UTA) and all costs related thereto are included in the pricing; and (ii) Contractor shall retain all liabilities and risk of loss with respect to the Goods until the Goods are delivered to, and accepted by, UTA.

c. After delivery, the Goods shall be subject to inspection, testing and acceptance by UTA, including any testing or commissioning process described in the specifications. UTA shall have the right to reject any Goods or Services that are defective or do not conform to the specifications or other Contract requirements. Goods or Services rejected shall be replaced, repaired or re-performed so as to conform to the Contract (and to UTA's reasonable satisfaction). If Contractor is unable or refuses to correct such Goods within a time deemed reasonable by UTA, then UTA may cancel the order in whole or in part. Any inspection and testing performed by UTA shall be solely for the benefit of UTA. Neither UTA's inspection of the production processes, production progress and/or Goods or Services (nor its failure to inspect) shall relieve Contractor of its obligations to fulfill the requirements of the Contract, or be construed as acceptance by UTA.

d. Contractor warrants that title to all Goods covered by an invoice for payment will pass to UTA no later than the time of payment. Contractor further warrants that upon submittal of an invoice for payment, all Goods and/or Services for which invoices for payment have been previously issued and payments received from UTA shall be free and clear of liens, claims, security interests or encumbrances in favor of Contractor or any subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided equipment, materials, and labor related to the equipment and/or work for which payment is being requested.

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8. INVOICING PROCEDURES

a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:

   i. Contractor Name
   ii. Unique Invoice Number
   iii. PO Number
   iv. Invoice Date
   v. Detailed Description of Charges
   vi. Total Dollar Amount Due

b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to ap@rideuta.com . Invoices not submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department.

c. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to ap@rideuta.com.

9. WARRANTY OF GOODS AND SERVICES

a. Contractor warrants that all Goods (including hardware, firmware, and/or software products that it licenses) and Services shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further warrants that all Goods and Services shall be of the quality specified, or of the best grade if no quality is specified, and, unless otherwise provided in the Contract, will be new, and free from defects in design, materials and workmanship.

b. Contractor warrants that all Goods and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.

c. At any time for a period of one (1) year from the date that all Goods have been delivered and all Services have been performed in accordance with the Contract, Contractor shall at its own expense promptly repair, replace and/or re-perform any Goods or Services that are defective or in any way fail to conform to the Contract requirements.

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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 Goods will be suitable for the ordinary purposes for which such items are used, (4) the Goods will be suitable for any special purposes that UTA has relied on Contractor’s skill or judgment to consider when it advised UTA about the Good, (5) the Goods have been properly designed and manufactured, and (6) the Goods are free of significant defects or unusual problems about which UTA has not been warned. Nothing in this warranty will be construed to limit any rights or remedies UTA may otherwise have under the Contract.

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 Goods and Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Contractor, Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA’s operation, maintenance, modification, improvement and replacement of UTA’s assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA’s contractors, agent, officers, directors, employees, joint owners, affiliates and consultants.

11. 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

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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.

12. **INSURANCE REQUIREMENTS**

Standard Insurance Requirements

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Utah Transit Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those Stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. Commercial General Liability – Occurrence Form

   Policy shall include bodily injury, property damage and broad form contractual liability coverage.

   - General Aggregate $4,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $2,000,000

   a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. Automobile Liability

   Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

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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.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the consultant's assessment of the exposure for this contract; for their own protection and the protection of UTA.

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed

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or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be sent to utahta@ebix.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at utahta@ebix.com. The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than $1,000,000 per occurrence / $2,000,000 aggregate. Sub-contractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-contractor policies.

G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the UTA Legal Services, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

13. **OTHER INDEMNITIES**

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a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all claims of any kind or nature whatsoever on account of infringement relating to Contractor's performance under the Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any Good or Service is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under the Contract, Contractor shall, at its expense and through mutual agreement between UTA and Contractor, either procure for UTA any necessary intellectual property rights, or modify Contractor's Goods and Services such that the claimed infringement is eliminated.

b. Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or claims made or filed against UTA on account of any Goods or Services furnished by subcontractors of any tier; and (ii) keep UTA property free and clear of all liens or claims arising in conjunction with any Goods or Services furnished under the Contract by Contractor or its subcontractors of any tier. If any lien arising out of the Contract is filed in conjunction with any Goods or Services furnished under the Contract, Contractor, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

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.

14. INDEPENDENT CONTRACTOR

The parties agree that Contractor, in the carrying out of its duties hereunder, is an independent contractor and that neither Contractor nor any of its employees is or are agents, servants or employees of UTA. Neither Contractor nor any of Contractor's employees shall be eligible for any workers compensation insurance, pension, health coverage, or fringe benefits which apply to UTA's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by UTA on behalf of Contractor or the employees of Contractor. Contractor acknowledges that it shall be solely responsible for payment of all payrolls, income and other taxes generally applicable to independent contractors.

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15. **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).

16. **USE OF SUBCONTRACTORS**

a. Consultant shall give advance written notification to UTA of any proposed subcontract (not indicated in Consultant's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subcontractors, such approval not to be withheld unreasonably.

b. No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.

c. Consultant shall be solely responsible for making payments to subcontractors, and such payments shall be made within thirty (30) days after Consultant receives corresponding payments from UTA.

d. Consultant shall be responsible for and direct all Work performed by subcontractors.

e. Consultant agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Consultant further agrees that all subcontracts shall comply with all applicable laws.

17. **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 Goods and Services might affect UTA's Environmental Management Systems obligations. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

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18. **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.

19. **ENVIRONMENTAL RESPONSIBILITY**

UTA is ISO 14001 Environmental Management System (EMS) certified. Contractor acknowledges that its Goods and/or Services might affect UTA's ability to maintain the obligation of the EMS. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

20. SUSPENSION OF WORK

a. UTA may, at any time, by written order to Consultant, require Consultant to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.

b. If a Suspension of Work Order issued under this Article is canceled, Consultant shall resume Work as mutually agreed to in writing by the parties hereto.

c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.

d. If the Suspension of Work causes an increase in Consultant's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Consultant for the additional costs or time, and modify this Contract by Change Order.

21. **TERMINATION**

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

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of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.

b. **FOR DEFAULT:** If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor seven (7) days written notice to cure such default:

1. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other contractors or UTA's own forces, in which event Contractor shall be liable for all incremental costs so incurred by UTA;
2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
3. Except to the extent limited by the Contract, pursue other remedies available at law.

b. **CONTRACTOR'S POST TERMINATION OBLIGATIONS:** Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Contractor shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Contractor's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Goods and Services furnished by Contractor prior to termination.

22. **CHANGES**

a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:

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.

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To the extent that any change in Work directed by UTA causes an actual and demonstrable impact to: (i) Consultant's cost of performing the work; or (ii) the time required for the Work, then (in either case) the Change Order shall include an equitable adjustment to this Contract to make Consultant whole with respect to the impacts of such change.

b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.

c. Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Consultant must give UTA's Project Manager or designee written notice stating:

1. The date, circumstances, and source of the change; and
2. That Consultant regards the identified item as a change in Work giving rise to an adjustment in this Contract.

Consultant must provide notice of a "constructive" change and assert its right to an equitable adjustment under this Section within ten (10) days after Consultant becomes aware (or reasonably should have become aware) of the facts and circumstances giving rise to the "constructive" change. Consultant's failure to provide timely written notice as provided above shall constitute a waiver of Consultant's rights with respect to such claim.

d. As soon as practicable, but in no event longer than 30 days after providing notice, Consultant must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Consultant's entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 20 of this Contract.

23. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of the Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Contractor shall also retain other books and records related to the performance,

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quality or management of the Contract and/or Contractor's compliance with the Contract. Records shall be retained by Contractor for a period of at least six (6) years, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Contractor agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractors utilized in the performance of the Contract at any tier.

24. **FINDINGS CONFIDENTIAL**

Any documents, reports, information, or other data and materials delivered or made available to or prepared or assembled by Contractor or subcontractor under this Contract are considered confidential and shall not be made available to any person, organization,

or entity by Contractor without consent in writing from UTA. If confidential information is released to any third-party without UTA's written consent as described above, contractor shall notify UTA of the data breach within 10 days and provide its plan for immediate mitigation of the breach for review and approval by UTA.

a. It is hereby agreed that the following information is not considered to be confidential:
    1. Information already in the public domain.
    2. Information disclosed to Contractor by a third-party who is not under a confidentiality obligation.
    3. Information developed by or in the custody of Contractor before entering into this Contract.
    4. Information developed by Contractor through its work with other clients; and
    5. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

25. **PUBLIC INFORMATION.**

Contractor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Contractor's response to the solicitation for the Contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.

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26. **PROJECT MANAGER**

UTA's Project Manager for the Contract is Michael Goldman, 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) 287-2065.

27. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Brent Miller, 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) 287-3009.

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	Roy Parkinson Interprises LLC dba C&M Tires (Clearfield)
ATTN: Brent Miller	Attn: Craig Parkinson
669 West 200 South	548 N Main
Salt Lake City, UT 84101	Clearfield, UT 84015
brmiller@rideuta.com	ctparkinson@msn.com

b. Either party may change the address at which such party desires to receive written notice of such change to any other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

30. **CLAIMS/DISPUTE RESOLUTION**

a. "Claim" means any disputes between UTA and the Contractor arising out of or

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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/Contractor's Project Manager	Five calendar days
UTA's Brent Miller/Contractor's Bryce Parkinson	Five calendar days
UTA's Ryan Taylor/Contractor's Craig Parkinson	Five calendar days

Unless otherwise directed by UTA's Project Manager, Contractor shall diligently continue performance under this Contract while matters in dispute are being resolved.

If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, then either party may commence formal mediation under the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS mediator. If resolution does not occur through Mediation, then legal action may be commenced in accordance the venue and governing law provisions of this contract.

31. GOVERNING LAW

The validity, interpretation and performance of the Contract shall be governed by the laws of the State of Utah, without regard to its law on the conflict of laws. Any dispute arising out of the Contract that cannot be solved to the mutual agreement of the parties shall be brought in a court of competent jurisdiction in Salt Lake County, State of Utah. Contractor consents to the jurisdiction of such courts.

32. COSTS AND ATTORNEY FEES

If any party to this Agreement brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys' fees, if any, incurred in connection with

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such suit, including on appeal.

33. **SEVERABILITY**

Any provision of the Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Contract.

34. **AMENDMENTS**

Any amendment to the Contract must be in writing and executed by the authorized representatives of each party.

35. **FORCE MAJEURE**

Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which are beyond that party's reasonable control. UTA may terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

36. **NO THIRD-PARTY BENEFICIARIES**

The parties enter into the Contract for the sole benefit of the parties, in exclusion of any third-party, and no third-party beneficiary is intended or created by the execution of the Contract.

37. **ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto.

38. **COUNTERPARTS**

This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of the Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

39. **NONWAIVER**

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No failure or waiver or successive failures or waivers on the part of either party in the enforcement of any condition, covenant, or article of this Contract shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party to enforce the same in the event of any subsequent breaches by the other party.

40. **SALES TAX EXEMPT**

Purchases of certain materials are exempt from Utah sales tax. UTA will provide a sales tax exemption certificate to Contractor upon request. UTA will not pay Contractor for sales taxes for exempt purchases, and such taxes should not be included in Contractor's Application for Payment.

41. **UTAH ANTI-BOYCOTT OF ISRAEL ACT**

Contractor agrees it will not engage in a boycott of the State of Israel for the duration of this contract.

42. **SURVIVAL**

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 7, 9, 10, 11, 12, 13, 15, 17, 18, 19 ,21, 23, 24,25, 30, 31, 32, and 40.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be executed by officers duly authorized to execute the same as of the date of last signature below.

UTAH TRANSIT AUTHORITY:

By_____

By_____

By DocuSigned by: Mike Bell 6/5/2024
70E33A415BA44F6...
UTA Legal Counsel

CONTRACTOR:

By DocuSigned by: Craig Parkinson 6/4/2024
BB258C9581DB48A...

Name Craig Parkinson

Title owner

By_____

Name_____

Title_____

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EXHIBIT A
SCOPE OF WORK

Contractor(s) to provide maintenance both scheduled and emergency to our Rideshare/Vanpool fleet. Most of UTA's fleet has fewer than 125,000 miles and the majority of the work is preventative Maintenance including, Oil changes, tires, inspections and emissions testing, brakes, shocks, AC work, alignments and PM inspections.
UTA requires preventative maintenance services on approximately 525 Rideshare/Vanpool Vehicles.
UTA reserves the right to adjust vehicle makes, models, and volumes as UTA's requirements increase or decrease during the term of the contract period. UTA shall provide Contractors with UTAH TRANSIT AUTHORITY RIDESHARE/VANPOOL PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST for vehicles requiring service under this RFP.

Contractor(s) will provide Preventative Maintenance Services in accordance with the Service Intervals and Services as defined for each vehicle Make and Model as shown in the below UTA Maintenance Inspection Checklists.
UTA currently has approximately 525 rideshare/vanpool vehicles.
30 Loaner vans
65 release vehicles
430 Active Vans

The Fleet currently consists of the following vehicle Makes and Models:
~ 179 Chevrolet 3500 and 2500 passenger vans
~ 9 Ford E-350 Economize vans
~ 1 Ford Transit passenger vans
~336 Toyota Sienna vans

Contractor(s) Responsibilities

Overall responsibilities of the successful firm will include the following:

(a) Fast and efficient work on Rideshare/Vanpool vehicles.
(b) Collaborate effectively with designated UTA personnel.
(c) Provide sufficient staffing to ensure timely service of repairs or maintenance.
(d) Grade A Customer Service ensuring courteous service to both UTA personnel and fleet users.
(e) Uphold UTA's safety standards and all OSHA requirements.
(f) Must have a warranty program. Please include in your technical proposal.
(g) Contractor(s) will be responsible for maintaining complete vehicle maintenance records. including warranty work on all vehicles worked on by contractor and records shall be available to UTA upon request.
(h) Parts used must be OEM or equivalent.
(i) Schedule and shuttle vans to warranty dealers for service as needed.

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(j) UTA may provide 1 to 5 loaner vehicles to the contractor(s) to use by the vanpool operators. when a vehicle is dropped off for major service. Contractor(s) will maintain a safe parking. location and will be responsible for the keys to the loaners and ensure that only UTA authorized operator uses the equipment. A loaner Van shall only be released after authorization from UTA personnel. All loaners are to be returned to contractor's care in a clean condition with a full tank of fuel. Contractor(s) will be expected to monitor the condition of loaners and report to UTA any issues.

(k) Contractor(s) must obtain authorization from UTA personnel before proceeding with any repair.

(l) Provide diagnostic supporting evidence, state inspection and emission paperwork, vehicle history, warranty data, mileage thresholds, etc. to support recommended service and repairs.

(m) Perform and complete services compliant to UTA Maintenance inspection checklists. Same day as completion of repairs. (See Samples below for Checklist)

(n) Once work is completed contractor will notify UTA of completion so they can coordinate pick up with the vehicle's operator.

(o) Have an invoice system capable of including the UTA vehicle number, the contract number, and contracted price.

(p) Always returning vehicle in same or better condition of cleanliness than when received. Taking steps to ensure no materials are left in vehicles as a result of the service. Taking all reasonable steps to safeguard vehicles and shall accept all liability in the event that a UTA vehicle sustains damage while in the care and custody of contractor.

Service Area Locations:

Areas of service needed
Salt Lake County: Salt Lake City South Salt Lake City West Valley Riverton Sandy Draper West Jordan
Weber County: Ogden Layton Clearfield Roy Brigham City Logan Tremonton
South Utah County: Spanish Fork Payson

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Toole County: Toole Grantsville
North Utah County: Lehi American Fork Orem Provo
Special Service Areas: Cedar City Park City

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UTA Maintenance Inspection Checklists:

UTAH TRANSIT AUTHORITY RIDESHARE/VAN-POOL CHEVROLET PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed… Using As Labeled: "√ " = Okay - Item checked is ready for service; "**X**" = Adjust – Item checked has been replaced and is ready for service: "**0**"= Repairs needed – Any items requiring repair.

"E" Service Inspection
(5,000 Miles or Six-Months Whichever comes first)

___01. Change Engine Oil & Replace Oil Filter **(OEM or equivalent)**
___02. Fill & Check Engine Oil Fluid
___03. Lubricate ALL Chassis & Steering Linkages (Ball Joints, Steering Linkage Equipped with zerk fittings)
___04. **Rotate & Inspect Tires for Wear**
___05. Check ALL Lug Nuts (Torque to OEM specification)
___06. **Check and Record Tire Pressure *(Including Spare)***
___07. Check & "top Off" Listed Fluids using OEM Recommended fluids
___08. Brake Fluid: **(If low, contact UTA)**
___09. Coolant Level
___10. Coolant Protection Level: _____◦F
___11. Automatic Transmission Fluid
___12. Power Steering Fluid
___13. Windshield Washer Fluid
___14. Differential Fluid Level: "SAE 75W-90 "Synthetic"
___15. Safety Equipment Checks: Horn & Seat Belts
___16. Check Instruments & Dash Lights for Operation
___17. Check Heating & A/C Operations, Switches & Temperature Controls
___18. Check: Exterior Lights, Turn Signal & 4 Way Hazards Warning Lights
___19. Check Wiper Operation & Blade Condition
___20. Check Washer Operation & Spray Patterns
___21. Check Battery terminlas & Charging Voltage, Voltage Reading: _____
___22. Inspect Engine Air Filter Element (Replace as necessary)
___23. Inspect Serpentine / Accessory Belts
___24. Inspect Engine/Transmission & Differential for leaks
___25. Inspect All Coolant Hoses for Leaks and Wear
___26. Parking Brake Operation
___27. **Check and record Lining/Pad Wear**
___28. Caliper Condition
___29. Rotor Condition
___30. Brake Hoses & Lines for Leaks
___31. Inspect Driveline & U-Joints for Wear
___32. Check Exhaust System for Leaks or Broken Hangers
___33. Inspect Suspension, Steering, Torsion Bars, Shocks for Wear
___34. Inspect Fuel System for Leaks
___35. Lubricate all door locks (WD-40 spray)

75,000 Mile "D" Service Inspection
(Also Includes "E" Service)

___36. Replace Serpentine Belt / Accessory Belts (as required)
___37. Inspect Evaporative control system
___38. Change Transmission Fluid & Filter

100,000 Mile "C" Service Inspection
(Also Includes "E" service)

___39. Tune up/Replace Spark Plugs
___40. Change Rear Differential Fluid Using "SAE 75W-90 Synthetic Oil"
___41. Inspect Evaporative control system
___42. Flush cooling system (Replace with OEM recommended fluid)

Please record Tire Pressure, Tread depth and brake pad measurement at every maintenance service.

Tire Pressure	***Tread depth***
LF_____RF_____	LF_____RF_____
LR_____RR_____	LR_____RR_____

Brake pad measurement

LF_____RF_____ LR_____RR_____

Important!!!
Is there a current **registration and insurance card** in the van YES ☐ NO ☐

If "NO" please notify UTA Vanpool Maintenance Representative

UPDATE MAINTENANCE REMINDER STICKER TO 5,000 MILES OR EVERY SIX-MONTHS

Updated 2/9/17

Chevrolet

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UTAH TRANSIT AUTHORITY RIDESHARE/VANPOOL FORD PREVENTATIVE MAINTENANCE INSPECTION LIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF THE VIN:	
CONTRACTOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed. Using As Labeled: √ = Okay – Item checked is ready for service; **X** = Adjust – Item checked has been replaced and is ready for service. **0** = Repairs needed – Any items requiring repair

"E" Service Inspection
(5,000 Miles or Six-Months whichever comes first)

___01. Change Engine Oil & Replace Oil Filter **(OEM or equivalent)**
___02. Fill & Check Engine Oil Fluid
___03. Lubricate ALL Chassis & Steering Linkages (Ball Joints, Steering Linkage Equipped with zerk fittings)
___04. **Rotate & Inspect Tires for Wear**
___05 Check ALL Lug Nuts (Torque to OEM specifications.)
___06. **Check and record tire Pressure *(Including Spare)***
___07. Check & top Off Listed Fluids & Levels using OEM recommended fluids
___08. Brake Fluid: ***(If low, notify UTA)***
___09. Coolant Level
___10. Coolant Protection Level: _____◦F
___11. Automatic Transmission Fluid
___12. Power Steering Fluid
___13. Windshield Washer Fluid
___14. Differential Fluid Level: SAE 75W-140 Synthetic
___15. Check Heating & A/C Operations, Switches & Temperature Controls
___16. Check Instruments & Dash Lights for Operation
___17. Safety Equipment Checks: Horn & Seat Belts
___18. Check: Exterior Lights, Turn Signal & 4 Way Hazards Warning Lights
___19. Check Wiper Operation & Blade Condition
___20. Check Washer Operation & Spray Patterns
___21. Check Battery terminals & Charging Voltage, Voltage Reading_____
___22. Inspect Engine Air Filter Element (Replace as necessary)
___23. Inspect Serpentine / Accessory Belts
___24. Inspect Engine/Transmission & Differential for leaks
___25. Inspect Fuel System for Lea ks
___26. Inspect All Coolant Hoses for Leaks and Wear
___27. Parking Brake Operation
___28. **Check and record Brake Lining/Pad Wear**
___29. Caliper Condition
___30. Rotor Condition
___31. Brake Hoses & Lines for cracks or Leaks
___32. Inspect Driveline & U-Joints for Wear
___33. Check Exhaust System for Leaks or Broken Hangers
___34. Inspect Suspension, Steering, Torsion Bars, Shocks for Wear
___35. Lubricate door locks (WD-40 Spray)

30,000 MILE "D" Service Inspection
(Also Includes "E" Service)

___39. Replace fuel filter (if applicable)

60,000 MILE "C" Service Inspection
(Also Includes "D" and "E" services)

___40. Change transmission fluid and filter
___41. Replace Serpentine Belt / Accessory Belts (as required)

90,000 MILE "B" Service Inspection
(Also Includes "D" and "E" Services)

___42. Replace Spark Plugs

___43. Change Rear Differential Fluid Using SAE 75W-140 Synthetic
___44. Replace coolant (as per OEM specs)

Please record Tire Pressure, Tread depth and brake pad measurement at every maintenance service.

Tire Pressure	*Tread depth*
LF_____RF_____	LF_____RF_____
LR_____RR_____	LR_____RR_____

Brake pad measurement

LF_____RF_____ LR_____RR_____

Important!!!
Is there a current **registration and insurance card** in the van YES ☐ NO ☐

If "NO" please notify UTA Vanpool Maintenance Representativ

UPDATE MAINTENANCE REMINDER STICKER TO 5,000 MILES OR EVERY SIX-MONTHS

Updated 2/8/17

FORM

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UTAH TRANSIT AUTHORITY RIDESHARE/VAN-POOL FORD TRANSIT PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
VENDOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed... Using As Labeled:

"**V** "= Okay - Item checked is ready for service.
"**X**" = Adjust – Item checked has been replaced and is ready for service:
"**0**" = Repairs needed – Any items requiring repair.

UPDATE MAINTENANCE REMINDER STICKER TO 7,500 MILES OR EVERY EIGHT-MONTHS

"E" Service Inspection (No Oil Change)
(7,500 Miles or Eight-Months whichever comes first)

___01. Change Engine Oil, Replace Oil Filter & Reset Oil-Life Monitor ***(Use Only OEM Recommended Oil & Filter***
___02. Lubricate All Chassis & Steering Linkages as Required
___03. **Rotate & Inspect Tires for Wear**
___04. Check All Lug Nuts (Torque to OEM specification)
___05. **Check & Record Tire Pressure *(Including Spare)***
___06. Brake Fluid: ***(If Low Contact UTA)***
___07. Check & "Top Off" All Fluids Using OEM Recommended Fluids
___08. Coolant Level
___09. Transmission Fluid Level ***(If equipped w/dipstick)***
___10. Power Steering Fluid Level
___11. Windshield Washer Fluid Level
___12. Safety Equipment Checks: Horn & Seat Belts
___13. Check Instruments & Dash Lights for Operation
___14. Check Heating & A/C Operations, Switches & Temperature Controls
___15. Check Exterior Lights, Turn Signal & 4 Way Hazard Warning Lights
___16. Check Wiper Operation & Blade Condition
___17. Check Washer Operation & Spray Patterns
___18. Check Battery terminals & Charging Voltage, Voltage Reading: _____
___19. Inspect Engine Air Filter Element (replace as necessary)
___20. Inspect Serpentine / Accessory Belts
___21. Inspect Engine/Transmission & Differential leaks
___22. Parking Brake Operation
___23. **Inspect and record brake pads/linings wear**
___24. Caliper Condition
___25. Rotor Condition
___26. Check Brake Hoses & Lines for Damage & Leaks
___27. Inspect Driveline & U-Joints for Wear
___28. Check Exhaust System for Leaks or Broken Hangers
___29. Inspect Suspension, Steering, Shocks, CV axles and boots
___30. Inspect Fuel System for Leaks
___31. Inspect All Coolant Hoses for Leaks and Wear

30,000 Mile "D" Service Inspection
(Also includes "E" service)

___32. Replace Cabin Air Filter
___33. Inspect & Tighten Driveshaft Bolts
___34. Check Differential Fluid Level (Motorcraft Premium SAE 75W-85 Synthetic Hypoid Gear Oil)

60,000 Mile "C" Service Inspection
(Also includes "D" and "E" services)

___35. Replace Serpentine/Accessory Belt as Required

90,000 Mile "B" Service Inspection
(Also includes "D" and "E" services)

___36. Change & Flush Cooling System "Use OEM or Equivalent"

120,000 Mile "A" Service Inspection
(Also includes "C", "D" and "E" services)

___37. Change Automatic Transmission Fluid & Filter
___38. Change Rear Axle Fluid
___39. Replace Sparkplugs

Please record Tire Pressure, Tread depth and brake measurements at every maintenance service.

Tire Pressure	*Tread depth*
LF _____ RF_____	LF _____ RF_____
LR _____ RR_____	LR _____ RR_____

Brake pad measurement

LF _____ RF_____ LR _____ RR_____

Important!!!

Is there a current **registration and insurance card**?
YES ☐ NO ☐

If "NO" please notify UTA Vanpool Maintenance

Updated 1/10/2023 RR

NOT TO BE USED FOR FORD TRANSIT ONLY

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UTAH TRANSIT AUTHORITY

RIDESHARE/VANPOOL TOYOTA SIENNA (HYBRID) PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST

VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
VENDOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed… Using As Labeled: "√ "= Okay - Item checked is ready for service; "**X**" = Adjust – Item checked has been replaced and is ready for service: "**0**" = Repairs needed – Any items requiring repair.

Is there a current **registration and insurance card** in the van? YES ☐ NO ☐

If "NO", then please notify UTA Vanpool Maintenance Representative

"E" Service inspection (Items 1-28)
(7,500 Miles or every Eight-Months whichever comes first)

___01. **Replace engine oil & filter** – *4.8 Qts w/filter*
Use Toyota Genuine Motor Oil SAE 0W-16
___02. **Replace aluminum crush ring on oil drain plug**
Toyota PN# 9043012031
___03. **Reset MIL Lamp** – *Located in IP cluster settings*
___04. **Inspect engine air filter element** -*Toyota PN# 17801F0020*
Replace 30K air filter only if necessary.
___05. Check Horn
___06. Check parking brake operation. Does it hold the van?
___07. Check instruments & dash lights for operation
___08. Check heating & A/C operation, switches & temperature controls
___09. Check exterior lights, turn signal & 4-way hazard warning lights
___10. Check washer operation & spray patterns
___11. Check wiper operation & blade condition
___12. Check & clean carpet. Vacuum out battery cooling air filter under driver's seat left side. *DO NOT USE SHOP AIR!*
___13. Check brake fluid level -- **(If low contact UTA)**
___14. Check engine coolant level – if low check for leaks
Use "Toyota Super Long-Life Coolant"
___15. Check hybrid coolant level – if low check for leaks
Use "Toyota Super Long-Life Coolant"
___16. Check windshield washer fluid level
___17. Check AUX battery terminals & charging voltage,
Voltage Reading: _____ *-- Read note at the end*
___18. Inspect all engine hoses and lines for leaks and damage
___19. Inspect air intake & ducts for leaks and secure all clamps
___20. Inspect engine, trans & differential for oil leaks
___21. **Rotate & Inspect Tires for Wear - P235/65R17 103T**
___22. Torque all wheel lug nuts to 76 ft/lbs.

Record Tire Pressure, Tread depth and brake measurements at every maintenance service

Tire Pressure - 35 PSI Front & Rear **Tread depth**

LF_____ RF_____ LF_____ RF_____

LR_____ RR_____ LR_____ RR_____

___23. Check exhaust system for leaks or broken hangers
___24. Inspect suspension, steering, shocks, CV axles and boots
___25. Check brake caliper condition
___26. Check brake rotor condition
___27. Check brake hoses & lines for leaks
___28. **Inspect and record brake pads/linings wear**

LF_____ RF_____ LR_____ RR_____

Every 30,000 Miles - "D" Service Inspection
(Also Includes "E" services – Items 1-28)

___29. Check cabin air filter – Replace only if necessary
Toyota PN# 8713958010
___30. Replace engine air filter element -- *Toyota PN# 17801F0020*
Use a paint pen to record the mileage on the air filter cover.
___31. Check & record coolant freeze point:
Coolant reading _____ °F

Every 60,000 Miles - "C" Service Inspection
(Also Includes "D" and "E" services – Items 1-31)

Use "Toyota ATF WS" oil for hybrid trans & differential ONLY.
Do not overfill oil level as per Toyota Service Information

___32. Change hybrid transmission oil –
Use "Toyota ATF WS" fluid only
___33. Replace transmission drain plug gasket –
Toyota PN# 90430A0003
___34. Change differential oil -- *Use "Toyota ATF WS" fluid only*

Every 90,000 Mile "B" Service Inspection
(Also Includes "D" and "E" services – Items 1-31)

___35. Change and Flush Cooling System
Use "Toyota Super Long-Life Coolant" or equivalent

Every 120,000 Miles - "A" Service Inspection
(Also Includes "C", "D", and "E" services – Items 1-34)

___36. Replace spark plugs – *Denso FC16HR-Q8 (Gap 0.031 in.)*
Use only iridium-tipped spark plugs. Do not adjust spark plug gap.

For vehicle spec's reference the Toyota Sienna 2022 Owner's Manual

Note: *As per "Owner's Manual", disconnect the ground cable if you will be recharging the AUX battery.*

Hybrid Sienna

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UTAH TRANSITAUTHORITY RIDESHARE/VAN-POOL TOYOTA SIENNA (NON-HYBRID) PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
VENDOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed… Using As Labeled: "√ "= Okay - Item checked is ready for service; "**X**" = Adjust – Item checked has been replaced and is ready for service: "**0**" = Repairs needed – Any items requiring repair.

"E" Service Inspection (7,500 Miles or Eight-Months whichever comes first)

___01. **Change Engine Oil & Replace Oil Filter**
___02. Lubricate all Chassis & Steering Linkages as required
___03 **Rotate & Inspect Tires for Wear**
___04. Check ALL Lug Nuts (Torque to OEM specification)
___05. **Check and record Tire Pressure** ***(Including Spare)***
___06. Brake Fluid: **(If low contact UTA)**
___07. Check & "top off" all fluids using OEM recommended fluids
___08. Coolant Level
___09. Automatic Transmission Fluid
___10. Power Steering Fluid
___11. Windshield Washer Fluid
___12. Safety Equipment Checks: Horn & Seat Belts
___13. Check Instruments & Dash Lights for Operation
___14. Check Heating & A/C Operations, Switches & Temperature Controls
___15. Check Exterior Lights, Turn Signal & 4 Way Hazard Warning Lights
___16. Check Wiper Operation & Blade Condition
___17. Check Washer Operation & Spray Patterns
___18. Check Battery terminals & Charging Voltage
Voltage Reading: _____
___19. Inspect Engine Air Filter Element (replace as necessary)
___20. Inspect Serpentine / Accessory Belts
___21. Inspect Engine/Transmission & Differential leaks
___22. Parking Brake Operation
___23. **Inspect and record brake pads/linings wear**
___24. Caliper Condition
___25. Rotor Condition
___26. Brake Hoses & Lines for Leaks
___27. Inspect Driveline & U-Joints for Wear
___28. Check Exhaust System for Leaks or Broken Hangers
___29. Inspect Suspension, Steering, Shocks, and CV axles and boots
___30. Inspect Fuel System for Leaks
___31. Inspect All Coolant Hoses for Leaks and Wear

30,000 Mile "D" Service Inspection
(Also include "E" service)

_____32. Replace cabin air filter
___33 Inspect and tighten driveshaft bolts
___34. Check differential fluid level (Hypoid gear oil API GL-5)

60,000 Mile "C" Service Inspection
(Also includes "D" & "E" services)

___35. Replace Serpentine/accessory belt as required

90,000 Mile "B" Service Inspection
(Also includes "D" & "E" services)

___36. Change & Flush Cooling System "use OEM or equivalent"

120,000 Mile "A" Service Inspection
(Also includes "C", "D", & "E" services)

___37. Replace sparkplugs

Please record Tire Pressure, Tread depth and brake measurements at every maintenance service.

Tire Pressure	***Tread depth***
LF_____RF_____	LF_____RF_____
LR_____RR_____	LR_____RR_____

Brake pad measurement

LF_____RF_____ LR_____RR_____

Important!!!
Is there a current **registration and insurance card?**
YES NO

If "NO" please notify UTA Vanpool Maintenance Representative

UPDATE MAINTENANCE REMINDER STICKER TO 7,500 MILES OR EVERY Eight-MONTHS

Updated 12/10/22

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UTAH TRANSIT AUTHORITY RIDESHARE/VAN-POOL 2010 ONLY TOYOTA SIENNA PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
VENDOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed… Using As Labeled: "√" = Okay - Item checked is ready for service; "**X**" = Adjust – Item checked has been replaced and is ready for service: "**0**"= Repairs needed – Any items requiring repair.

"E" Service inspection
(5,000 Miles or every Six-Months whichever comes first)

___01. Change Engine Oil & Replace Oil Filter **(OEM or equivalent)**
___02. Fill & Check Engine Oil Fluid
___03. Lubricate ALL Chassis & Steering Linkages as required
___04. **Rotate & Inspect Tires for Wear**
___05. Check ALL Lug Nuts (Torque to OEM specification)
___06. **Check and record Tire Pressure** ***(Including Spare)***
___07. Check & "top off" all fluids using OEM recommended fluids
___08. Brake Fluid: **(If low contact UTA)**
___09. Coolant Level
___10. Automatic Transmission Fluid
___11. Power Steering Fluid
___12. Windshield Washer Fluid
___13. Safety Equipment Checks: Horn & Seat Belts
___14. Check Instruments & Dash Lights for Operation
___15. Check Heating & A/C Operations, Switches & Temperature Controls
___16. Check Exterior Lights, Turn Signal & 4 Way Hazard Warning Lights
___17. Check Wiper Operation & Blade Condition
___18. Check Washer Operation & Spray Patterns
___19. Check Battery terminals & Charging Voltage, Voltage Reading:_____
___20. Inspect Engine Air Filter Element (replace as necessary)
___21. Inspect Serpentine / Accessory Belts
___22. Inspect Engine/Transmission & Differential for leaks
___23. Parking Brake Operation
___24. **Inspect and record brake pads/linings wear**
___25. Caliper Condition
___26. Rotor Condition
___27. Brake Hoses & Lines for Leaks
___28. Inspect Driveline & U-Joints for Wear
___29. Check Exhaust System for Leaks or Broken Hangers
___30. Inspect Suspension, Steering, Shocks, and CV axles and boots
___31. Inspect Fuel System for Leaks
___32. Inspect All Coolant Hoses for Leaks and Wear

30,000 Mile"D" Service Inspection
(Also Includes "E" service)

___33.Replace cabin air filter
___34 Inspect and tighten driveshaft bolts
___35.Check differential fluid level (Hypoid gear oil API GL-5)

60,000 Mile "C" Service Inspection
(Also Includes "D" and "E" services)

___36.Replace Serpentine/accessory belt as required

90,000 Mile "B" Service Inspection
(Also Includes "D" and "E" services)

___37.Change & Flush Cooling System "use OEM or equivalent"

120,000 Mile "A" Service Inspection
(Also Includes "C", "D", and "E" services)

___38. Replace Spark plugs

Please record Tire Pressure, Tread depth and brake measurements at every maintenance service.

Tire Pressure	*Tread depth*
LF_____RF_____	LF_____RF_____
LR_____RR_____	LR_____RR_____

Brake pad measurement

LF_____RF_____ LR_____RR_____

Important!!!
Is there a current **registration and insurance card** in the van YES ☐ NO ☐

If "NO" please notify UTA Vanpool Maintenance Representativ

UPDATE MAINTENANCE REMINDER STICKER TO 5,000 MILES OR EVERY SIX-MONTHS

Updated 2/8/17

UTO Toyota

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EXHIBIT B

PRICE

1. **Total Not-To-Exceed Amount:** The total aggregate amount payable by UTA under this contract, collectively for all contractors in the contractor pool is **Not To Exceed (NTE) $1,895,713.00 over the five (5) year term.** This total NTE amount shall decrease with each payment to a Consultant within the Pool. The Total Not-To-Exceed Amount shall be allocated among the contractors in the pool based on the actual services rendered.

2. **Payment Terms:** UTA to pay with Credit Card (P-Card) for transactions less than $5000.00, otherwise payment shall be Invoiced Net30 after the Services have been performed. No additional fees or charges will be charged because of the use of a purchasing card. UTA currently uses the VISA Card Purchasing Card from US Bank.

PRICE SCHEDULE

		ROY PARKINSON dba C&M TIRES PRICING DETAL FOR THIS RFP															
		Year 1 (2024-2025)			Year 2 (2025-2026)			Year 3 (2026-2027)			Year 4 (2027-2028)			Year 5 (2028-2029)			
ITEM#	PRODUCT SERVICE ITEM	Service List Price	% Discount	UTA Price	Service List Price	% Discount	UTA Price	Service List Price	% Discount	UTA Price	Service List Price	% Discount	UTA Price	Service List Price	% Discount	UTA Price	REMARKS / COMMENTS
1	Chevrolet PM "E" 5,000 mile Service Inspection	$ 51.95		$ 51.95	$ 51.95		$ 51.95			$ 54.95			57.71			$ 60.60	
2	Chevrolet PM "D" 75,000 mile Service Inspection	$ 751.05		$ 751.05	$ 751.05		$ 751.05			$ 788.60			$ 828.03			$ 869.43	
3	Chevrolet PM "C" 100,000 mile Service Inspection	$ 757.54		$ 757.54	$ 757.54		$ 757.54			$ 795.42			$ 835.19			$ 876.95	
4	Ford PM "E" 5,000 mile Service Inspection	$ 51.95		$ 51.95	$ 51.95		$ 51.95			$ 54.95			$ 57.70			$ 60.59	
5	Ford PM "D" 30,000 mile Service Inspection	$ 143.27		$ 143.27	$ 143.27		$ 143.27			$ 150.43			$ 157.95			$ 165.85	
6	Ford PM "C" 60,000 mile Service Inspection	$ 655.85		$ 655.85	$ 655.85		$ 655.85			$ 688.64			$ 723.07			$ 759.22	
7	Ford PM "B" 90,000 mile Service Inspection	$ 927.34		$ 927.34	$ 927.34		$ 927.34			$ 973.71			$ 1,022.40			$ 1,073.52	
8	2017 and Newer Ford Transit PM "E" 7,500 mile Service Inspection	$ 71.95		$ 71.95	$ 71.95		$ 71.95			$ 75.55			$ 79.33			$ 83.30	
9	2017 and Newer Ford Transit PM "D" 30,000 mile Service Inspection	$ 117.45		$ 117.45	$ 117.45		$ 117.45			$ 123.32			$ 129.49			$ 135.96	
10	2017 and Newer Ford Transit PM "C" 60,000 mile Service Inspection	$ 338.16		$ 338.16	$ 338.16		$ 338.16			$ 407.57			$ 427.95			$ 449.35	
11	2017 and Newer Ford Transit PM "B" 90,000 mile Service Inspection	$ 285.66		$ 285.66	$ 285.66		$ 285.66			$ 299.94			$ 314.94			$ 330.69	
12	2017 and Newer Ford Transit PM "A" 120,000 mile Service Inspection	$ 1,941.41		$ 1,941.41	$ 1,941.41		$ 1,941.41			$ 2,038.48			$ 2,140.40			$ 2,247.22	
13	Toyota Hybrid Sienna PM "E" 7,500 mile Service Inspection	$ 66.95		$ 66.95	$ 66.95		$ 66.95			$ 70.30			$ 73.82			$ 77.20	
14	Toyota Hybrid Sienna PM "D" 30,000 mile Service Inspection	$ 126.86		$ 126.86	$ 126.86		$ 126.86			$ 133.20			$ 139.86			$ 146.85	
15	Toyota Hybrid Sienna PM "C" 60,000 mile Service Inspection	$ 582.48		$ 582.48	$ 582.48		$ 582.48			$ 611.60			$ 642.18			$ 674.29	
16	Toyota Hybrid Sienna PM "B" 90,000 mile Service Inspection	$ 291.46		291.46	$ 291.46		$ 291.46			$ 306.03			$ 321.33			$ 337.40	
17	Toyota Hybrid Sienna PM "A" 120,000 mile Service Inspection	$ 819.96		$ 819.96	$ 819.96		$ 819.96			$ 860.85			$ 903.89			$ 949.08	
20	Toyota Non-Hybrid Sienna PM "E" 7,500 mile Service Inspection	$ 66.95		$ 66.95	$ 66.95		$ 66.95			$ 70.30			$ 73.82			$ 77.51	
22	Toyota Non-Hybrid Sienna PM "D" 30,000 mile Service Inspection	$ 133.78		$ 133.78	$ 133.78		$ 133.78			$ 140.47			$ 147.49			$ 154.86	
23	Toyota Non-Hybrid Sienna PM "C" 60,000 mile Service Inspection	$ 317.18		$ 317.18	$ 317.18		$ 317.18			$ 333.04			$ 349.69			$ 367.17	
24	Toyota Non-Hybrid Sienna PM "B" 90,000 miles Service Inspection	$ 280.44		$ 280.44	$ 280.44		$ 280.44			$ 294.46			$ 309.18			$ 324.64	
25	Toyota Non-Hybrid Sienna PM "A" 120,000 miles Service Inspection	$ 720.56		$ 720.46	$ 720.46		$ 720.46			$ 756.48			$ 794.30			$ 834.82	
26	Toyota 2010 only PM "E" 5000 mile Service Inspection	$ 46.95		$ 46.95	$ 46.95		$ 46.95			$ 49.30			$ 51.77			$ 54.36	
27	Toyota 2010 PM "D" 30,000 mile Service Inspection	$ 94.77		$ 94.77	$ 94.77		$ 94.77			$ 99.51			$ 105.49			$ 110.76	
28	Toyota 2010 PM "C" 60,000 mile Service Inspection	$ 258.84		$ 258.84	$ 258.84		$ 258.84			$ 271.78			$ 285.37			$ 299.64	
29	Toyota 2010 PM "B" 90,000 mile Service Inspection	$ 214.38		$ 214.38	$ 214.38		$ 214.38			$ 225.10			$ 236.36			$ 248.18	
30	Toyota 2010 PM "A" 120,000 Mile Service Inspection	$ 766.00		$ 766.00	$ 766.00		$ 766.00			$ 804.30			$ 844.52			$ 866.75	
31	Parts Price Discount (%) Offered																

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/10/2024

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Patrick Preusser, Chief Operating Officer
PRESENTER(S):	Michael Goldman, Special Svc Program Manger

TITLE:

Contract: Rideshare/Vanpool Vehicle Preventative Maintenance Program (Roy Parkinson Interprises LLC, DBA C&M Tires Roy)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Approve award and authorize Executive Director to execute this contract and associated disbursements with Roy Parkinson Interprises LLC (dba C&M Tires (Roy)) in the not to exceed amount of $1,895,713.00 over five (5) years as one of 10 vendors in a Rideshare/Vanpool vehicle preventative maintenance service vendor pool.

BACKGROUND:
UTA requires a contract for vendor(s) to provide Vehicle Preventative Maintenance Service at regular service intervals to maintain the warranty and life expectancy of approximately 525 Rideshare/Vanpool Vehicles for various counties throughout Utah.

After conducting a Request for Proposal (RFP) solicitation, UTA received multiple proposals. After evaluation UTA chose to proceed with a multiple award contract, creating a vendor pool of ten (10) vendors. Roy Parkinson Interprises LLC (dba C&M Tires (Roy)) was one of the ten (10) selected vendors with best overall value.

DISCUSSION:
UTA Staff is requesting approval of the contracts under the vendor pool for a total aggregate amount, collectively for all contractors in the vendor pool, not-to-exceed (NTE) $1,895,713.00 over a five (5) year period. The contracts will commence upon approval and will expire five (5) years form the commencement date. The contracts shall allow for P-Card purchases for service transactions less than $5000.00; otherwise

payment shall be Invoiced Net30 after services have been performed. This payment method is required to allow payment flexibility between UTA's vehicle operators and contracted service providers within the vendor pool.

Applicable Contracts: 24-038461BCM, 24-038462BCM, 24-038463BCM, 24-038464BCM 24-038465BCM, 24-038466BCM, 24-038467BCM, 24-038468BCM, 24-038469BCM, & 24-0384610BCM.

The contract values for each supplier shall not exceed the amounts as stated in this memo.

Actual cost will be tracked and managed by the Procurement Department.

CONTRACT SUMMARY:

Contractor Name:	Roy Parkinson Interprises LLC, dba C&M Tires (Roy)
Contract Number:	24-0384610BCM
Base Contract Effective Dates:	Upon approval thru August 5, 2029
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	NTE of $1,895,713.00 over 5 years for entire contract pool
Procurement Method:	RFP
Budget Authority:	Approved 2024 Operating Budget

ALTERNATIVES:

Without these service contracts, UTA risks not keep our fleet in a state of good repair and incurring more expensive long-term vehicle maintenance costs.

FISCAL IMPACT:

The 2024 approved budget includes $145,834.00 for the Rideshare/Vanpool Vehicle Preventative Maintenance Pool. Projected funding $1,749,879.00 requests for future years 2025, 2026, 2027, 2028, and 2029 as listed below, based on 4% increase per year to account for inflation and minimal growth. The total 5-year Pool Not-To-Exceed (NTE) amount is $1,895,713.00. All funds will come from the Contract Services operating expense line item in the Department of Van Pool yearly budget 7900.50353.92.

2024 Budgeted Total: $145,834.00 (included in the Approved 2024 Operating Budget for Remaining 5 mos)
2025 Budget Request: $364.000.00 (12mos)
2026 Budget Request: $378,560.00 (12mos)
2027 Budget Request: $393,703.00 (12mos)
2028 budget Request: $409,450.00 (12mos)
2029 budget Request: $204,166.00 (7mos)

Expected 5-year spend: $1,895,713.00

ATTACHMENTS:

1) Contract

UTAH TRANSIT AUTHORITY

GOODS AND SERVICES SUPPLY AGREEMENT

UTA CONTRACT #24-0384610BCM
Rideshare/Vanpool Maintenance Program

THIS GOODS AND NON-PROFESSIONAL SERVICES SUPPLY AGREEMENT ("Contract") is entered into and made effective as of the date of last signature below. ("Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and Roy Parkinson Interprises LLC dba C&M Tires, a S-Corporation located at 5140 S 1900 W, UT 84067 (the "Contractor").

RECITALS

WHEREAS, on May 03, 2024, UTA received competitive proposals to provide Vehicle Preventative Maintenance Service on approximately 525 Rideshare/Vanpool Vehicles for various counties throughout Utah. and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation (the "Goods and Services") according to the terms, conditions and specifications prepared by UTA in 24-03846BCM (the "RFP"); and

WHEREAS, UTA wishes to procure the Goods and Services according to the terms, conditions and specifications listed in the RFP (as subsequently amended through negotiation by the parties); and

WHEREAS, the Response and Proposal to RFP 24-03846BCM dated May 03, 2024, submitted by the Contractor in response to the RFP ("Contractor's Proposal) was deemed to be advantageous to UTA; and

WHEREAS, Contractor is willing to furnish the Goods and Services according to the terms, conditions and specifications of the Contract.

AGREEMENT

NOW, THEREFORE, in accordance with the foregoing Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived here from, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. GOOD AND SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor hereby agrees to furnish and deliver the Goods and/or Services in accordance with the Contract as described in Exhibit A (Statement of Work or Services) (including performing any installation, testing commissioning and other Services described in the Contract).

Contractor is one of several awardees within a contractor pool. Each member of the pool receiving a contract shall have a fair opportunity to provide these Goods and/or Services to UTA for

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consideration. If a Contractor is selected, it shall receive the fixed price rate as described in Exhibit B.

2. **TERM** This Contract will commence upon the last signature date page (pg#18) and will continue for a period of five (5) years expiring approximately August 5, 2029. The 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 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 Goods have been delivered and the Services have been performed. In no event shall advance payments be made.

Allocation of Total Not-To-Exceed Amount: The total aggregate amount payable by UTA under this contract, collectively for all contractors in the pool, shall Not-To-Exceed (NTE) $1,895,713.00. This Contract will be based on the Fixed Price Rates as described in Exhibit B. The Total Not-To-Exceed Amount shall be allocated among the contractors in the contractor pool based on the actual services rendered. Each contractor's billing rates will be applied as applicable.

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 Goods and Services Supply Agreement (including any exhibits and attachments hereto).
2. Contractor's Proposal including, without limitation, all federal certifications (as applicable);
3. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services;

b. The above-referenced documents are made as fully a part of the Contract as if hereto attached or herein repeated. The Contract (including the documents listed above) constitute the complete contract between the parties.

5. **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

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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.

6. **LAWS AND REGULATIONS**

Contractor and any and all Goods and/or Services furnished under the Contract will comply fully with all applicable Federal and State laws and regulations, including those related to safety and environmental protection. Contractor shall also comply with all applicable licensure and certification requirements.

7. **INSPECTION, DELIVERY AND TRANSFER OF TITLE**

a. Upon UTA's request, UTA's representative shall be provided access to Contractor's facilities to obtain information on production progress and to make inspections during the manufacturing or assembly process. Contractor will make reasonable efforts to obtain, for UTA, access to subcontractor facilities for the purposes described above. If the specifications include pre-shipment inspection requirements, Goods shall not be shipped until UTA or its designee has inspected the Goods, and authorized Contractor to proceed with the shipment.

b. Delivery of the Goods is a substantial and material consideration under the Contract. Unless otherwise specifically set forth in the pricing schedule: (i) Contractor shall be solely responsible for the delivery of the Goods FOB to the delivery point specified in the Contract (or otherwise designated by UTA) and all costs related thereto are included in the pricing; and (ii) Contractor shall retain all liabilities and risk of loss with respect to the Goods until the Goods are delivered to, and accepted by, UTA.

c. After delivery, the Goods shall be subject to inspection, testing and acceptance by UTA, including any testing or commissioning process described in the specifications. UTA shall have the right to reject any Goods or Services that are defective or do not conform to the specifications or other Contract requirements. Goods or Services rejected shall be replaced, repaired or re-performed so as to conform to the Contract (and to UTA's reasonable satisfaction). If Contractor is unable or refuses to correct such Goods within a time deemed reasonable by UTA, then UTA may cancel the order in whole or in part. Any inspection and testing performed by UTA shall be solely for the benefit of UTA. Neither UTA's inspection of the production processes, production progress and/or Goods or Services (nor its failure to inspect) shall relieve Contractor of its obligations to fulfill the requirements of the Contract, or be construed as acceptance by UTA.

d. Contractor warrants that title to all Goods covered by an invoice for payment will pass to UTA no later than the time of payment. Contractor further warrants that upon submittal of an invoice for payment, all Goods and/or Services for which invoices for payment have been previously issued and payments received from UTA shall be free and clear of liens, claims, security interests or encumbrances in favor of Contractor or any subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided equipment, materials, and labor related to the equipment and/or work for which payment is being requested.

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8. INVOICING PROCEDURES

a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:

i. Contractor Name
ii. Unique Invoice Number
iii. PO Number
iv. Invoice Date
v. Detailed Description of Charges
vi. Total Dollar Amount Due

b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to ap@rideuta.com . Invoices not submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department.

c. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to ap@rideuta.com.

9. WARRANTY OF GOODS AND SERVICES

a. Contractor warrants that all Goods (including hardware, firmware, and/or software products that it licenses) and Services shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further warrants that all Goods and Services shall be of the quality specified, or of the best grade if no quality is specified, and, unless otherwise provided in the Contract, will be new, and free from defects in design, materials and workmanship.

b. Contractor warrants that all Goods and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.

c. At any time for a period of one (1) year from the date that all Goods have been delivered and all Services have been performed in accordance with the Contract, Contractor shall at its

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own expense promptly repair, replace and/or re-perform any Goods or Services that are defective or in any way fail to conform to the Contract requirements.

d. If Contractor fails to promptly make any repair, replacement or re-performance as required herein, UTA may conduct the necessary remedial work at Contractor‘s expense. Contractor cannot void the warranty for repair, replacement or re-performance performed under these circumstances. Provided that such repair, replacement or re-performance is conducted in a reasonable manner and with workmanship and care consistent with industry standards, Contractor shall reimburse UTA for the cost of any warranty repair, replacement or re-performance self-performed by UTA.

e. The foregoing warranties are not intended as a limitation, but are in addition to all other express warranties set forth in the Contract and such other warranties as are implied by law, custom, and usage of trade. Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to the Contract unless otherwise specified and mutually agreed upon elsewhere in the Contract. In general, Contractor warrants that: (1) the Good will do what the salesperson said it would do, (2) the Good will live up to all specific claims that the manufacturer makes in their advertisements, (3) the Goods will be suitable for the ordinary purposes for which such items are used, (4) the Goods will be suitable for any special purposes that UTA has relied on Contractor’s skill or judgment to consider when it advised UTA about the Good, (5) the Goods have been properly designed and manufactured, and (6) the Goods are free of significant defects or unusual problems about which UTA has not been warned. Nothing in this warranty will be construed to limit any rights or remedies UTA may otherwise have under the Contract.

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 Goods and Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Contractor, Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA’s operation, maintenance, modification, improvement and replacement of UTA’s assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA’s contractors, agent, officers, directors, employees, joint owners, affiliates and consultants.

11. 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,

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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.

12. **INSURANCE REQUIREMENTS**

Standard Insurance Requirements

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Utah Transit Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those Stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. Commercial General Liability – Occurrence Form

   Policy shall include bodily injury, property damage and broad form contractual liability coverage.

   - General Aggregate $4,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $2,000,000

   a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. Automobile Liability

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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.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the consultant's assessment of the exposure for this contract; for their own protection and the protection of UTA.

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).

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D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be sent to utahta@ebix.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at utahta@ebix.com. The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than $1,000,000 per occurrence / $2,000,000 aggregate. Sub-contractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-contractor policies.

G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the UTA Legal Services, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

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13. **OTHER INDEMNITIES**

a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all claims of any kind or nature whatsoever on account of infringement relating to Contractor's performance under the Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any Good or Service is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under the Contract, Contractor shall, at its expense and through mutual agreement between UTA and Contractor, either procure for UTA any necessary intellectual property rights, or modify Contractor's Goods and Services such that the claimed infringement is eliminated.

b. Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or claims made or filed against UTA on account of any Goods or Services furnished by subcontractors of any tier; and (ii) keep UTA property free and clear of all liens or claims arising in conjunction with any Goods or Services furnished under the Contract by Contractor or its subcontractors of any tier. If any lien arising out of the Contract is filed in conjunction with any Goods or Services furnished under the Contract, Contractor, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

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.

14. **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.

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Contractor acknowledges that it shall be solely responsible for payment of all payrolls, income and other taxes generally applicable to independent contractors.

15. **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).

16. **USE OF SUBCONTRACTORS**

a. Consultant shall give advance written notification to UTA of any proposed subcontract (not indicated in Consultant's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subcontractors, such approval not to be withheld unreasonably.

b. No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.

c. Consultant shall be solely responsible for making payments to subcontractors, and such payments shall be made within thirty (30) days after Consultant receives corresponding payments from UTA.

d. Consultant shall be responsible for and direct all Work performed by subcontractors.

e. Consultant agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Consultant further agrees that all subcontracts shall comply with all applicable laws.

17. **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 Goods and Services might affect UTA's Environmental Management Systems obligations. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous

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material to UTA.

18. **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.

19. **ENVIRONMENTAL RESPONSIBILITY**

UTA is ISO 14001 Environmental Management System (EMS) certified. Contractor acknowledges that its Goods and/or Services might affect UTA's ability to maintain the obligation of the EMS. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

20. SUSPENSION OF WORK

a. UTA may, at any time, by written order to Consultant, require Consultant to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.

b. If a Suspension of Work Order issued under this Article is canceled, Consultant shall resume Work as mutually agreed to in writing by the parties hereto.

c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.

d. If the Suspension of Work causes an increase in Consultant's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Consultant for the additional costs or time, and modify this Contract by Change Order.

21. **TERMINATION**

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

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of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.

b. **FOR DEFAULT:** If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor seven (7) days written notice to cure such default:

1. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other contractors or UTA's own forces, in which event Contractor shall be liable for all incremental costs so incurred by UTA;
2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
3. Except to the extent limited by the Contract, pursue other remedies available at law.

b. **CONTRACTOR'S POST TERMINATION OBLIGATIONS:** Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Contractor shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Contractor's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Goods and Services furnished by Contractor prior to termination.

22. **CHANGES**

a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:

1. In the Scope of Services;

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2. In the method or manner of performance of the Work; or

3. In the schedule or completion dates applicable to the Work.

To the extent that any change in Work directed by UTA causes an actual and demonstrable impact to: (i) Consultant's cost of performing the work; or (ii) the time required for the Work, then (in either case) the Change Order shall include an equitable adjustment to this Contract to make Consultant whole with respect to the impacts of such change.

b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.

c. Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Consultant must give UTA's Project Manager or designee written notice stating:

1. The date, circumstances, and source of the change; and

2. That Consultant regards the identified item as a change in Work giving rise to an adjustment in this Contract.

Consultant must provide notice of a "constructive" change and assert its right to an equitable adjustment under this Section within ten (10) days after Consultant becomes aware (or reasonably should have become aware) of the facts and circumstances giving rise to the "constructive" change. Consultant's failure to provide timely written notice as provided above shall constitute a waiver of Consultant's rights with respect to such claim.

d. As soon as practicable, but in no event longer than 30 days after providing notice, Consultant must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Consultant's entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 20 of this Contract.

23. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of the Contract). Such records shall include, without limitation, time sheets and other cost

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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:
    1. Information already in the public domain.
    2. Information disclosed to Contractor by a third-party who is not under a confidentiality obligation.
    3. Information developed by or in the custody of Contractor before entering into this Contract.
    4. Information developed by Contractor through its work with other clients; and
    5. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

25. **PUBLIC INFORMATION.**

Contractor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Contractor's response to the solicitation for the Contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.

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26. **PROJECT MANAGER**

UTA's Project Manager for the Contract is Michael Goldman, 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) 287-2065.

27. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Brent Miller, 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) 287-3009.

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	Roy Parkinson Interprises LLC dba C&M Tires (Roy)
ATTN: Brent Miller	Attn: Joel Parkinson
669 West 200 South	5140 S 1900 W
Salt Lake City, UT 84101	Roy, UT 84067
brmiller@rideuta.com	ctparkinson@msn.com

b. Either party may change the address at which such party desires to receive written notice of such change to any other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

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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/Contractor's Project Manager	Five calendar days
UTA's Brent Miller/Contractor's Joel Parkinson	Five calendar days
UTA's Ryan Taylor/Contractor's Craig Parkinson	Five calendar days

Unless otherwise directed by UTA's Project Manager, Contractor shall diligently continue performance under this Contract while matters in dispute are being resolved.

If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, then either party may commence formal mediation under the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS mediator. If resolution does not occur through Mediation, then legal action may be commenced in accordance the venue and governing law provisions of this contract.

31. **GOVERNING LAW**

The validity, interpretation and performance of the Contract shall be governed by the laws of the State of Utah, without regard to its law on the conflict of laws. Any dispute arising out of the Contract that cannot be solved to the mutual agreement of the parties shall be brought in a court of competent jurisdiction in Salt Lake County, State of Utah. Contractor consents to the jurisdiction of such courts.

32. **COSTS AND ATTORNEY FEES**

If any party to this Agreement brings an action to enforce or defend its rights or obligations

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hereunder, the prevailing party shall be entitled to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys' fees, if any, incurred in connection with such suit, including on appeal.

33. **SEVERABILITY**

Any provision of the Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Contract.

34. **AMENDMENTS**

Any amendment to the Contract must be in writing and executed by the authorized representatives of each party.

35. **FORCE MAJEURE**

Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which are beyond that party's reasonable control. UTA may terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

36. **NO THIRD-PARTY BENEFICIARIES**

The parties enter into the Contract for the sole benefit of the parties, in exclusion of any third-party, and no third-party beneficiary is intended or created by the execution of the Contract.

37. **ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto.

38. **COUNTERPARTS**

This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of the Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

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39. **NONWAIVER**

No failure or waiver or successive failures or waivers on the part of either party in the enforcement of any condition, covenant, or article of this Contract shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party to enforce the same in the event of any subsequent breaches by the other party.

40. **SALES TAX EXEMPT**

Purchases of certain materials are exempt from Utah sales tax. UTA will provide a sales tax exemption certificate to Contractor upon request. UTA will not pay Contractor for sales taxes for exempt purchases, and such taxes should not be included in Contractor's Application for Payment.

41. **UTAH ANTI-BOYCOTT OF ISRAEL ACT**

Contractor agrees it will not engage in a boycott of the State of Israel for the duration of this contract.

42. **SURVIVAL**

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 7, 9, 10, 11, 12, 13, 15, 17, 18, 19 ,21, 23, 24,25, 30, 31, 32, and 40.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be executed by officers duly authorized to execute the same as of the date of last signature below.

UTAH TRANSIT AUTHORITY:

By_____

By_____

By DocuSigned by: Mike Bell 6/5/2024
70E33A415BA44F6...
UTA Legal Counsel

CONTRACTOR:

By DocuSigned by: Craig Parkinson 6/4/2024
BB258C9581DB48A...
Name Craig Parkinson
Title owner

By_____
Name_____
Title_____

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EXHIBIT A
SCOPE OF WORK

Contractor(s) to provide maintenance both scheduled and emergency to our Rideshare/Vanpool fleet. Most of UTA's fleet has fewer than 125,000 miles and the majority of the work is preventative Maintenance including, Oil changes, tires, inspections and emissions testing, brakes, shocks, AC work, alignments and PM inspections.
UTA requires preventative maintenance services on approximately 525 Rideshare/Vanpool Vehicles.
UTA reserves the right to adjust vehicle makes, models, and volumes as UTA's requirements increase or decrease during the term of the contract period. UTA shall provide Contractors with UTAH TRANSIT AUTHORITY RIDESHARE/VANPOOL PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST for vehicles requiring service under this RFP.

Contractor(s) will provide Preventative Maintenance Services in accordance with the Service Intervals and Services as defined for each vehicle Make and Model as shown in the below UTA Maintenance Inspection Checklists.
UTA currently has approximately 525 rideshare/vanpool vehicles.
30 Loaner vans
65 release vehicles
430 Active Vans

The Fleet currently consists of the following vehicle Makes and Models:
~ 179 Chevrolet 3500 and 2500 passenger vans
~ 9 Ford E-350 Economize vans
~ 1 Ford Transit passenger vans
~336 Toyota Sienna vans

Contractor(s) Responsibilities

Overall responsibilities of the successful firm will include the following:

(a) Fast and efficient work on Rideshare/Vanpool vehicles.
(b) Collaborate effectively with designated UTA personnel.
(c) Provide sufficient staffing to ensure timely service of repairs or maintenance.
(d) Grade A Customer Service ensuring courteous service to both UTA personnel and fleet users.
(e) Uphold UTA's safety standards and all OSHA requirements.
(f) Must have a warranty program. Please include in your technical proposal.
(g) Contractor(s) will be responsible for maintaining complete vehicle maintenance records. including warranty work on all vehicles worked on by contractor and records shall be available to UTA upon request.
(h) Parts used must be OEM or equivalent.
(i) Schedule and shuttle vans to warranty dealers for service as needed.

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(j) UTA may provide 1 to 5 loaner vehicles to the contractor(s) to use by the vanpool operators. when a vehicle is dropped off for major service. Contractor(s) will maintain a safe parking. location and will be responsible for the keys to the loaners and ensure that only UTA authorized operator uses the equipment. A loaner Van shall only be released after authorization from UTA personnel. All loaners are to be returned to contractor's care in a clean condition with a full tank of fuel. Contractor(s) will be expected to monitor the condition of loaners and report to UTA any issues.

(k) Contractor(s) must obtain authorization from UTA personnel before proceeding with any repair.

(l) Provide diagnostic supporting evidence, state inspection and emission paperwork, vehicle history, warranty data, mileage thresholds, etc. to support recommended service and repairs.

(m) Perform and complete services compliant to UTA Maintenance inspection checklists. Same day as completion of repairs. (See Samples below for Checklist)

(n) Once work is completed contractor will notify UTA of completion so they can coordinate pick up with the vehicle's operator.

(o) Have an invoice system capable of including the UTA vehicle number, the contract number, and contracted price.

(p) Always returning vehicle in same or better condition of cleanliness than when received. Taking steps to ensure no materials are left in vehicles as a result of the service. Taking all reasonable steps to safeguard vehicles and shall accept all liability in the event that a UTA vehicle sustains damage while in the care and custody of contractor.

Service Area Locations:

Areas of service needed
Salt Lake County: Salt Lake City South Salt Lake City West Valley Riverton Sandy Draper West Jordan
Weber County: Ogden Layton Clearfield Roy Brigham City Logan Tremonton
South Utah County: Spanish Fork Payson

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Toole County: Toole Grantsville
North Utah County: Lehi American Fork Orem Provo
Special Service Areas: Cedar City Park City

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UTA Maintenance Inspection Checklists:

UTAH TRANSIT AUTHORITY RIDESHARE/VAN-POOL CHEVROLET PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed… Using As Labeled: "√ " = Okay - Item checked is ready for service; "**X**" = Adjust – Item checked has been replaced and is ready for service: "**0**"= Repairs needed – Any items requiring repair.

"E" Service Inspection
(5,000 Miles or Six-Months Whichever comes first)

___01. Change Engine Oil & Replace Oil Filter **(OEM or equivalent)**
___02. Fill & Check Engine Oil Fluid
___03. Lubricate ALL Chassis & Steering Linkages (Ball Joints, Steering Linkage Equipped with zerk fittings)
___04. **Rotate & Inspect Tires for Wear**
___05. Check ALL Lug Nuts (Torque to OEM specification)
___06. **Check and Record Tire Pressure *(Including Spare)***
___07. Check & "top Off" Listed Fluids using OEM Recommended fluids
___08. Brake Fluid: **(If low, contact UTA)**
___09. Coolant Level
___10. Coolant Protection Level: _____◦F
___11. Automatic Transmission Fluid
___12. Power Steering Fluid
___13. Windshield Washer Fluid
___14. Differential Fluid Level: "SAE 75W-90 "Synthetic"
___15. Safety Equipment Checks: Horn & Seat Belts
___16. Check Instruments & Dash Lights for Operation
___17. Check Heating & A/C Operations, Switches & Temperature Controls
___18. Check: Exterior Lights, Turn Signal & 4 Way Hazards Warning Lights
___19. Check Wiper Operation & Blade Condition
___20. Check Washer Operation & Spray Patterns
___21. Check Battery terminlas & Charging Voltage, Voltage Reading: _____
___22. Inspect Engine Air Filter Element (Replace as necessary)
___23. Inspect Serpentine / Accessory Belts
___24. Inspect Engine/Transmission & Differential for leaks
___25. Inspect All Coolant Hoses for Leaks and Wear
___26. Parking Brake Operation
___27. **Check and record Lining/Pad Wear**
___28. Caliper Condition
___29. Rotor Condition
___30. Brake Hoses & Lines for Leaks
___31. Inspect Driveline & U-Joints for Wear
___32. Check Exhaust System for Leaks or Broken Hangers
___33. Inspect Suspension, Steering, Torsion Bars, Shocks for Wear
___34. Inspect Fuel System for Leaks
___35. Lubricate all door locks (WD-40 spray)

75,000 Mile "D" Service Inspection
(Also Includes "E" Service)

___36. Replace Serpentine Belt / Accessory Belts (as required)
___37. Inspect Evaporative control system
___38. Change Transmission Fluid & Filter

100,000 Mile "C" Service Inspection
(Also Includes "E" service)

___39. Tune up/Replace Spark Plugs
___40. Change Rear Differential Fluid Using "SAE 75W-90 Synthetic Oil"
___41. Inspect Evaporative control system
___42. Flush cooling system (Replace with OEM recommended fluid)

Please record Tire Pressure, Tread depth and brake pad measurement at every maintenance service.

Tire Pressure	***Tread depth***
LF_____RF_____	LF_____RF_____
LR_____RR_____	LR_____RR_____

Brake pad measurement

LF_____RF_____ LR_____RR_____

Important!!!
Is there a current **registration and insurance card** in the van YES ☐ NO ☐

If "NO" please notify UTA Vanpool Maintenance Representative

UPDATE MAINTENANCE REMINDER STICKER TO 5,000 MILES OR EVERY SIX-MONTHS

Updated 2/9/17

Chevrolet

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UTAH TRANSIT AUTHORITY RIDESHARE/VANPOOL FORD PREVENTATIVE MAINTENANCE INSPECTION LIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF THE VIN:	
CONTRACTOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed. Using As Labeled: √ = Okay – Item checked is ready for service; **X** = Adjust – Item checked has been replaced and is ready for service. **0** = Repairs needed – Any items requiring repair

"E" Service Inspection
(5,000 Miles or Six-Months whichever comes first)

___01. Change Engine Oil & Replace Oil Filter **(OEM or equivalent)**
___02. Fill & Check Engine Oil Fluid
___03. Lubricate ALL Chassis & Steering Linkages (Ball Joints, Steering Linkage Equipped with zerk fittings)
___04. **Rotate & Inspect Tires for Wear**
___05 Check ALL Lug Nuts (Torque to OEM specifications.)
___06. **Check and record tire Pressure *(Including Spare)***
___07. Check & top Off Listed Fluids & Levels using OEM recommended fluids
___08. Brake Fluid: ***(If low, notify UTA)***
___09. Coolant Level
___10. Coolant Protection Level: _____◦F
___11. Automatic Transmission Fluid
___12. Power Steering Fluid
___13. Windshield Washer Fluid
___14. Differential Fluid Level: SAE 75W-140 Synthetic
___15. Check Heating & A/C Operations, Switches & Temperature Controls
___16. Check Instruments & Dash Lights for Operation
___17. Safety Equipment Checks: Horn & Seat Belts
___18. Check: Exterior Lights, Turn Signal & 4 Way Hazards Warning Lights
___19. Check Wiper Operation & Blade Condition
___20. Check Washer Operation & Spray Patterns
___21. Check Battery terminals & Charging Voltage, Voltage Reading_____
___22. Inspect Engine Air Filter Element (Replace as necessary)
___23. Inspect Serpentine / Accessory Belts
___24. Inspect Engine/Transmission & Differential for leaks
___25. Inspect Fuel System for Lea ks
___26. Inspect All Coolant Hoses for Leaks and Wear
___27. Parking Brake Operation
___28. **Check and record Brake Lining/Pad Wear**
___29. Caliper Condition
___30. Rotor Condition
___31. Brake Hoses & Lines for cracks or Leaks
___32. Inspect Driveline & U-Joints for Wear
___33. Check Exhaust System for Leaks or Broken Hangers
___34. Inspect Suspension, Steering, Torsion Bars, Shocks for Wear
___35. Lubricate door locks (WD-40 Spray)

30,000 MILE "D" Service Inspection
(Also Includes "E" Service)

___39. Replace fuel filter (if applicable)

60,000 MILE "C" Service Inspection
(Also Includes "D" and "E" services)

___40. Change transmission fluid and filter
___41. Replace Serpentine Belt / Accessory Belts (as required)

90,000 MILE "B" Service Inspection
(Also Includes "D" and "E" Services)

___42. Replace Spark Plugs

___43. Change Rear Differential Fluid Using SAE 75W-140 Synthetic
___44. Replace coolant (as per OEM specs)

Please record Tire Pressure, Tread depth and brake pad measurement at every maintenance service.

Tire Pressure	***Tread depth***
LF_____RF_____	LF_____RF_____
LR_____RR_____	LR_____RR_____

Brake pad measurement

LF_____RF_____ LR_____RR_____

Important!!!
Is there a current **registration and insurance card** in the van YES ☐ NO ☐

If "NO" please notify UTA Vanpool Maintenance Representativ

UPDATE MAINTENANCE REMINDER STICKER TO 5,000 MILES OR EVERY SIX-MONTHS

Updated 2/8/17

FORM

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UTAH TRANSIT AUTHORITY RIDESHARE/VAN-POOL FORD TRANSIT PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
VENDOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed... Using As Labeled:

"**V** "= Okay - Item checked is ready for service.
"**X**" = Adjust – Item checked has been replaced and is ready for service:
"**0**" = Repairs needed – Any items requiring repair.

UPDATE MAINTENANCE REMINDER STICKER TO 7,500 MILES OR EVERY EIGHT-MONTHS

"E" Service Inspection (No Oil Change)
(7,500 Miles or Eight-Months whichever comes first)

___01. Change Engine Oil, Replace Oil Filter & Reset Oil-Life Monitor ***(Use Only OEM Recommended Oil & Filter***
___02. Lubricate All Chassis & Steering Linkages as Required
___03. **Rotate & Inspect Tires for Wear**
___04. Check All Lug Nuts (Torque to OEM specification)
___05. **Check & Record Tire Pressure *(Including Spare)***
___06. Brake Fluid: ***(If Low Contact UTA)***
___07. Check & "Top Off" All Fluids Using OEM Recommended Fluids
___08. Coolant Level
___09. Transmission Fluid Level ***(If equipped w/dipstick)***
___10. Power Steering Fluid Level
___11. Windshield Washer Fluid Level
___12. Safety Equipment Checks: Horn & Seat Belts
___13. Check Instruments & Dash Lights for Operation
___14. Check Heating & A/C Operations, Switches & Temperature Controls
___15. Check Exterior Lights, Turn Signal & 4 Way Hazard Warning Lights
___16. Check Wiper Operation & Blade Condition
___17. Check Washer Operation & Spray Patterns
___18. Check Battery terminals & Charging Voltage, Voltage Reading: _____
___19. Inspect Engine Air Filter Element (replace as necessary)
___20. Inspect Serpentine / Accessory Belts
___21. Inspect Engine/Transmission & Differential leaks
___22. Parking Brake Operation
___23. **Inspect and record brake pads/linings wear**
___24. Caliper Condition
___25. Rotor Condition
___26. Check Brake Hoses & Lines for Damage & Leaks
___27. Inspect Driveline & U-Joints for Wear
___28. Check Exhaust System for Leaks or Broken Hangers
___29. Inspect Suspension, Steering, Shocks, CV axles and boots
___30. Inspect Fuel System for Leaks
___31. Inspect All Coolant Hoses for Leaks and Wear

30,000 Mile "D" Service Inspection
(Also includes "E" service)

___32. Replace Cabin Air Filter
___33. Inspect & Tighten Driveshaft Bolts
___34. Check Differential Fluid Level (Motorcraft Premium SAE 75W-85 Synthetic Hypoid Gear Oil)

60,000 Mile "C" Service Inspection
(Also includes "D" and "E" services)

___35. Replace Serpentine/Accessory Belt as Required

90,000 Mile "B" Service Inspection
(Also includes "D" and "E" services)

___36. Change & Flush Cooling System "Use OEM or Equivalent"

120,000 Mile "A" Service Inspection
(Also includes "C", "D" and "E" services)

___37. Change Automatic Transmission Fluid & Filter
___38. Change Rear Axle Fluid
___39. Replace Sparkplugs

Please record Tire Pressure, Tread depth and brake measurements at every maintenance service.

Tire Pressure	***Tread depth***
LF _____ RF_____	LF _____ RF_____
LR _____ RR_____	LR _____ RR_____

Brake pad measurement

LF _____ RF_____ LR _____ RR_____

Important!!!

Is there a current **registration and insurance card**?
YES ☐ NO ☐

If "NO" please notify UTA Vanpool Maintenance

Updated 1/10/2023 RR

NOT TO BE USED FOR REVENUE SERVICE

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UTAH TRANSIT AUTHORITY

RIDESHARE/VANPOOL TOYOTA SIENNA (HYBRID) PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST

VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
VENDOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed… Using As Labeled: "√ "= Okay - Item checked is ready for service; "**X**" = Adjust – Item checked has been replaced and is ready for service: "**0**" = Repairs needed – Any items requiring repair.

Is there a current **registration and insurance card** in the van? YES ☐ NO ☐

If "NO", then please notify UTA Vanpool Maintenance Representative

"E" Service inspection (Items 1-28)
(7,500 Miles or every Eight-Months whichever comes first)

___01. **Replace engine oil & filter** – *4.8 Qts w/filter*
Use Toyota Genuine Motor Oil SAE 0W-16
___02. **Replace aluminum crush ring on oil drain plug**
Toyota PN# 9043012031
___03. **Reset MIL Lamp** – *Located in IP cluster settings*
___04. **Inspect engine air filter element** -*Toyota PN# 17801F0020*
Replace 30K air filter only if necessary.
___05. Check Horn
___06. Check parking brake operation. Does it hold the van?
___07. Check instruments & dash lights for operation
___08. Check heating & A/C operation, switches & temperature controls
___09. Check exterior lights, turn signal & 4-way hazard warning lights
___10. Check washer operation & spray patterns
___11. Check wiper operation & blade condition
___12. Check & clean carpet. Vacuum out battery cooling air filter under driver's seat left side. *DO NOT USE SHOP AIR!*
___13. Check brake fluid level -- **(If low contact UTA)**
___14. Check engine coolant level – if low check for leaks
Use "Toyota Super Long-Life Coolant"
___15. Check hybrid coolant level – if low check for leaks
Use "Toyota Super Long-Life Coolant"
___16. Check windshield washer fluid level
___17. Check AUX battery terminals & charging voltage,
Voltage Reading: _____ *-- Read note at the end*
___18. Inspect all engine hoses and lines for leaks and damage
___19. Inspect air intake & ducts for leaks and secure all clamps
___20. Inspect engine, trans & differential for oil leaks
___21. **Rotate & Inspect Tires for Wear - P235/65R17 103T**
___22. Torque all wheel lug nuts to 76 ft/lbs.

Record Tire Pressure, Tread depth and brake measurements at every maintenance service

Tire Pressure - 35 PSI Front & Rear **Tread depth**

LF_____ RF_____ LF_____ RF_____

LR_____ RR_____ LR_____ RR_____

___23. Check exhaust system for leaks or broken hangers
___24. Inspect suspension, steering, shocks, CV axles and boots
___25. Check brake caliper condition
___26. Check brake rotor condition
___27. Check brake hoses & lines for leaks
___28. **Inspect and record brake pads/linings wear**

LF_____ RF_____ LR_____ RR_____

Every 30,000 Miles - "D" Service Inspection
(Also Includes "E" services – Items 1-28)

___29. Check cabin air filter – Replace only if necessary
Toyota PN# 8713958010
___30. Replace engine air filter element -- *Toyota PN# 17801F0020*
Use a paint pen to record the mileage on the air filter cover.
___31. Check & record coolant freeze point:
Coolant reading _____ °F

Every 60,000 Miles - "C" Service Inspection
(Also Includes "D" and "E" services – Items 1-31)

Use "Toyota ATF WS" oil for hybrid trans & differential ONLY.
Do not overfill oil level as per Toyota Service Information

___32. Change hybrid transmission oil –
Use "Toyota ATF WS" fluid only
___33. Replace transmission drain plug gasket –
Toyota PN# 90430A0003
___34. Change differential oil -- *Use "Toyota ATF WS" fluid only*

Every 90,000 Mile "B" Service Inspection
(Also Includes "D" and "E" services – Items 1-31)

___35. Change and Flush Cooling System
Use "Toyota Super Long-Life Coolant" or equivalent

Every 120,000 Miles - "A" Service Inspection
(Also Includes "C", "D", and "E" services – Items 1-34)

___36. Replace spark plugs – *Denso FC16HR-Q8 (Gap 0.031 in.)*
Use only iridium-tipped spark plugs. Do not adjust spark plug gap.

For vehicle spec's reference the Toyota Sienna 2022 Owner's Manual

Note: *As per "Owner's Manual", disconnect the ground cable if you will be recharging the AUX battery.*

Hybrid Sienna

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UTAH TRANSITAUTHORITY RIDESHARE/VAN-POOL TOYOTA SIENNA (NON-HYBRID) PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
VENDOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed… Using As Labeled: "√ "= Okay - Item checked is ready for service; "**X**" = Adjust – Item checked has been replaced and is ready for service: "**0**" = Repairs needed – Any items requiring repair.

"E" Service Inspection (7,500 Miles or Eight-Months whichever comes first)

___01. **Change Engine Oil & Replace Oil Filter**
___02. Lubricate all Chassis & Steering Linkages as required
___03 **Rotate & Inspect Tires for Wear**
___04. Check ALL Lug Nuts (Torque to OEM specification)
___05. **Check and record Tire Pressure** ***(Including Spare)***
___06. Brake Fluid: **(If low contact UTA)**
___07. Check & "top off" all fluids using OEM recommended fluids
___08. Coolant Level
___09. Automatic Transmission Fluid
___10. Power Steering Fluid
___11. Windshield Washer Fluid
___12. Safety Equipment Checks: Horn & Seat Belts
___13. Check Instruments & Dash Lights for Operation
___14. Check Heating & A/C Operations, Switches & Temperature Controls
___15. Check Exterior Lights, Turn Signal & 4 Way Hazard Warning Lights
___16. Check Wiper Operation & Blade Condition
___17. Check Washer Operation & Spray Patterns
___18. Check Battery terminals & Charging Voltage
Voltage Reading: _____
___19. Inspect Engine Air Filter Element (replace as necessary)
___20. Inspect Serpentine / Accessory Belts
___21. Inspect Engine/Transmission & Differential leaks
___22. Parking Brake Operation
___23. **Inspect and record brake pads/linings wear**
___24. Caliper Condition
___25. Rotor Condition
___26. Brake Hoses & Lines for Leaks
___27. Inspect Driveline & U-Joints for Wear
___28. Check Exhaust System for Leaks or Broken Hangers
___29. Inspect Suspension, Steering, Shocks, and CV axles and boots
___30. Inspect Fuel System for Leaks
___31. Inspect All Coolant Hoses for Leaks and Wear

30,000 Mile "D" Service Inspection
(Also include "E" service)

_____32. Replace cabin air filter
___33 Inspect and tighten driveshaft bolts
___34. Check differential fluid level (Hypoid gear oil API GL-5)

60,000 Mile "C" Service Inspection
(Also includes "D" & "E" services)

___35. Replace Serpentine/accessory belt as required

90,000 Mile "B" Service Inspection
(Also includes "D" & "E" services)

___36. Change & Flush Cooling System "use OEM or equivalent"

120,000 Mile "A" Service Inspection
(Also includes "C", "D", & "E" services)

___37. Replace sparkplugs

Please record Tire Pressure, Tread depth and brake measurements at every maintenance service.

Tire Pressure	***Tread depth***
LF_____RF_____	LF_____RF_____
LR_____RR_____	LR_____RR_____

Brake pad measurement

LF_____RF_____ LR_____RR_____

Important!!!
Is there a current **registration and insurance card?**
YES NO

If "NO" please notify UTA Vanpool Maintenance Representative

UPDATE MAINTENANCE REMINDER STICKER TO 7,500 MILES OR EVERY Eight-MONTHS

Updated 12/10/22

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UTAH TRANSIT AUTHORITY RIDESHARE/VAN-POOL 2010 ONLY TOYOTA SIENNA PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
VENDOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed… Using As Labeled: "√" = Okay - Item checked is ready for service; "**X**" = Adjust – Item checked has been replaced and is ready for service: "**0**"= Repairs needed – Any items requiring repair.

"E" Service inspection
(5,000 Miles or every Six-Months whichever comes first)

___01. Change Engine Oil & Replace Oil Filter **(OEM or equivalent)**
___02. Fill & Check Engine Oil Fluid
___03. Lubricate ALL Chassis & Steering Linkages as required
___04. **Rotate & Inspect Tires for Wear**
___05. Check ALL Lug Nuts (Torque to OEM specification)
___06. **Check and record Tire Pressure** ***(Including Spare)***
___07. Check & "top off" all fluids using OEM recommended fluids
___08. Brake Fluid: **(If low contact UTA)**
___09. Coolant Level
___10. Automatic Transmission Fluid
___11. Power Steering Fluid
___12. Windshield Washer Fluid
___13. Safety Equipment Checks: Horn & Seat Belts
___14. Check Instruments & Dash Lights for Operation
___15. Check Heating & A/C Operations, Switches & Temperature Controls
___16. Check Exterior Lights, Turn Signal & 4 Way Hazard Warning Lights
___17. Check Wiper Operation & Blade Condition
___18. Check Washer Operation & Spray Patterns
___19. Check Battery terminals & Charging Voltage, Voltage Reading:_____
___20. Inspect Engine Air Filter Element (replace as necessary)
___21. Inspect Serpentine / Accessory Belts
___22. Inspect Engine/Transmission & Differential for leaks
___23. Parking Brake Operation
___24. **Inspect and record brake pads/linings wear**
___25. Caliper Condition
___26. Rotor Condition
___27. Brake Hoses & Lines for Leaks
___28. Inspect Driveline & U-Joints for Wear
___29. Check Exhaust System for Leaks or Broken Hangers
___30. Inspect Suspension, Steering, Shocks, and CV axles and boots
___31. Inspect Fuel System for Leaks
___32. Inspect All Coolant Hoses for Leaks and Wear

30,000 Mile"D" Service Inspection
(Also Includes "E" service)

___33.Replace cabin air filter
___34 Inspect and tighten driveshaft bolts
___35.Check differential fluid level (Hypoid gear oil API GL-5)

60,000 Mile "C" Service Inspection
(Also Includes "D" and "E" services)

___36.Replace Serpentine/accessory belt as required

90,000 Mile "B" Service Inspection
(Also Includes "D" and "E" services)

___37.Change & Flush Cooling System "use OEM or equivalent"

120,000 Mile "A" Service Inspection
(Also Includes "C", "D", and "E" services)

___38. Replace Spark plugs

Please record Tire Pressure, Tread depth and brake measurements at every maintenance service.

Tire Pressure	*Tread depth*
LF_____RF_____	LF_____RF_____
LR_____RR_____	LR_____RR_____

Brake pad measurement

LF_____RF_____ LR_____RR_____

Important!!!
Is there a current **registration and insurance card** in the van YES ☐ NO ☐

If "NO" please notify UTA Vanpool Maintenance Representativ

UPDATE MAINTENANCE REMINDER STICKER TO 5,000 MILES OR EVERY SIX-MONTHS

Updated 2/8/17

DO Toyota

DocuSign Envelope ID: 91060B21-B2EC-4B08-8032-B82A3638760A

EXHIBIT B

PRICE

1. **Total Not-To-Exceed Amount:** The total aggregate amount payable by UTA under this contract, collectively for all contractors in the contractor pool is **Not To Exceed (NTE) $1,895,713.00 over the five (5) year term.** This total NTE amount shall decrease with each payment to a Consultant within the Pool. The Total Not-To-Exceed Amount shall be allocated among the contractors in the pool based on the actual services rendered.

2. **Payment Terms:** UTA to pay with Credit Card (P-Card) for transactions less than $5000.00, otherwise payment shall be Invoiced Net30 after the Services have been performed. No additional fees or charges will be charged because of the use of a purchasing card. UTA currently uses the VISA Card Purchasing Card from US Bank.

PRICE SCHEDULE

		ROY PARKINSON dba C&M TIRES PRICING DETAL FOR THIS RFP															
		Year 1 (2024-2025)			Year 2 (2025-2026)			Year 3 (2026-2027)			Year 4 (2027-2028)			Year 5 (2028-2029)			
ITEM#	PRODUCT SERVICE ITEM	Service List Price	% Discount	UTA Price	Service List Price	% Discount	UTA Price	Service List Price	% Discount	UTA Price	Service List Price	% Discount	UTA Price	Service List Price	% Discount	UTA Price	REMARKS / COMMENTS
1	Chevrolet PM "E" 5,000 mile Service Inspection	$ 51.95		$ 51.95	$ 51.95		$ 51.95			$ 54.95			57.71			$ 60.60	
2	Chevrolet PM "D" 75,000 mile Service Inspection	$ 751.05		$ 751.05	$ 751.05		$ 751.05			$ 788.60			$ 828.03			$ 869.43	
3	Chevrolet PM "C" 100,000 mile Service Inspection	$ 757.54		$ 757.54	$ 757.54		$ 757.54			$ 795.42			$ 835.19			$ 876.95	
4	Ford PM "E" 5,000 mile Service Inspection	$ 51.95		$ 51.95	$ 51.95		$ 51.95			$ 54.95			$ 57.70			$ 60.59	
5	Ford PM "D" 30,000 mile Service Inspection	$ 143.27		$ 143.27	$ 143.27		$ 143.27			$ 150.43			$ 157.95			$ 165.85	
6	Ford PM "C" 60,000 mile Service Inspection	$ 655.85		$ 655.85	$ 655.85		$ 655.85			$ 688.64			$ 723.07			$ 759.22	
7	Ford PM "B" 90,000 mile Service Inspection	$ 927.34		$ 927.34	$ 927.34		$ 927.34			$ 973.71			$ 1,022.40			$ 1,073.52	
8	2017 and Newer Ford Transit PM "E" 7,500 mile Service Inspection	$ 71.95		$ 71.95	$ 71.95		$ 71.95			$ 75.55			$ 79.33			$ 83.30	
9	2017 and Newer Ford Transit PM "D" 30,000 mile Service Inspection	$ 117.45		$ 117.45	$ 117.45		$ 117.45			$ 123.32			$ 129.49			$ 135.96	
10	2017 and Newer Ford Transit PM "C" 60,000 mile Service Inspection	$ 338.16		$ 338.16	$ 338.16		$ 338.16			$ 407.57			$ 427.95			$ 449.35	
11	2017 and Newer Ford Transit PM "B" 90,000 mile Service Inspection	$ 285.66		$ 285.66	$ 285.66		$ 285.66			$ 299.94			$ 314.94			$ 330.69	
12	2017 and Newer Ford Transit PM "A" 120,000 mile Service Inspection	$ 1,941.41		$ 1,941.41	$ 1,941.41		$ 1,941.41			$ 2,038.48			$ 2,140.40			$ 2,247.22	
13	Toyota Hybrid Sienna PM "E" 7,500 mile Service Inspection	$ 66.95		$ 66.95	$ 66.95		$ 66.95			$ 70.30			$ 73.82			$ 77.20	
14	Toyota Hybrid Sienna PM "D" 30,000 mile Service Inspection	$ 126.86		$ 126.86	$ 126.86		$ 126.86			$ 133.20			$ 139.86			$ 146.85	
15	Toyota Hybrid Sienna PM "C" 60,000 mile Service Inspection	$ 582.48		$ 582.48	$ 582.48		$ 582.48			$ 611.60			$ 642.18			$ 674.29	
16	Toyota Hybrid Sienna PM "B" 90,000 mile Service Inspection	$ 291.46		291.46	$ 291.46		$ 291.46			$ 306.03			$ 321.33			$ 337.40	
17	Toyota Hybrid Sienna PM "A" 120,000 mile Service Inspection	$ 819.96		$ 819.96	$ 819.96		$ 819.96			$ 860.85			$ 903.89			$ 949.08	
20	Toyota Non-Hybrid Sienna PM "E" 7,500 mile Service Inspection	$ 66.95		$ 66.95	$ 66.95		$ 66.95			$ 70.30			$ 73.82			$ 77.51	
22	Toyota Non-Hybrid Sienna PM "D" 30,000 mile Service Inspection	$ 133.78		$ 133.78	$ 133.78		$ 133.78			$ 140.47			$ 147.49			$ 154.86	
23	Toyota Non-Hybrid Sienna PM "C" 60,000 mile Service Inspection	$ 317.18		$ 317.18	$ 317.18		$ 317.18			$ 333.04			$ 349.69			$ 367.17	
24	Toyota Non-Hybrid Sienna PM "B" 90,000 miles Service Inspection	$ 280.44		$ 280.44	$ 280.44		$ 280.44			$ 294.46			$ 309.18			$ 324.64	
25	Toyota Non-Hybrid Sienna PM "A" 120,000 miles Service Inspection	$ 720.56		$ 720.46	$ 720.46		$ 720.46			$ 756.48			$ 794.30			$ 834.82	
26	Toyota 2010 only PM "E" 5000 mile Service Inspection	$ 46.95		$ 46.95	$ 46.95		$ 46.95			$ 49.30			$ 51.77			$ 54.36	
27	Toyota 2010 PM "D" 30,000 mile Service Inspection	$ 94.77		$ 94.77	$ 94.77		$ 94.77			$ 99.51			$ 105.49			$ 110.76	
28	Toyota 2010 PM "C" 60,000 mile Service Inspection	$ 258.84		$ 258.84	$ 258.84		$ 258.84			$ 271.78			$ 285.37			$ 299.64	
29	Toyota 2010 PM "B" 90,000 mile Service Inspection	$ 214.38		$ 214.38	$ 214.38		$ 214.38			$ 225.10			$ 236.36			$ 248.18	
30	Toyota 2010 PM "A" 120,000 Mile Service Inspection	$ 766.00		$ 766.00	$ 766.00		$ 766.00			$ 804.30			$ 844.52			$ 866.75	
31	Parts Price Discount (%) Offered																

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/10/2024

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	David Hancock, Chief of Service Development Officer
PRESENTER(S):	Paul Drake, Director of Real Estate & TOC Spencer Burgoyne, Manager of Property Administration

TITLE:

Contract: Perry, Box Elder County Property Disposition (Eli and Brynlee Richins)

AGENDA ITEM TYPE:
Non-Procurement Agreement

RECOMMENDATION:
Approve and authorize the Executive Director to execute the real estate sales contract to sell the property UTA owns at 1500 West 2950 South, Perry, Utah for $350,000.

BACKGROUND:
In 2007, Box Elder County residents passed an initiative to allocate the second quarter sales tax to support the extension of commuter rail to Brigham City. With those accumulated funds, UTA is currently working with willing sellers to purchase a 50-foot corridor adjacent to Union Pacific's track through Box Elder County. Acquiring these properties ahead of housing and commercial development will reduce future impacts and costs. UTA has developed right-of-way maps and other documents needed to purchase the land.

In May 2024, UTA purchased the property home located at 1500 West 2950 South in Perry City from Wallace and Kim Johnson for $360,000. UTA only needs a strip of land along the west property boundary for corridor preservation. However, the owners were only amenable to selling their entire parcel. To ensure acquisition of the corridor, UTA purchased the whole parcel, which is improved with a single-family home on a 0.38-acre lot, with the intent to quickly sell off the house and remainder parcel.

UTA staff hired a third-party real estate agent to market the property on the Wasatch Front Regional MLS since April 25, 2024. There were 27 showings and four offers received. This contract from Eli and Brynlee Richins is the highest offer at $350,000.

DISCUSSION:
Selling this property helps fulfill both UTA's and Box Elder County's long-range goal to preserve corridor from Ogden to Brigham City.

CONTRACT SUMMARY:

Contractor Name:	Eli and Brynlee Richins
Contract Number:	24-P00364
Base Contract Effective Dates:	N/A
Extended Contract Dates:	Settlement Deadline by July 18, 2024
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	$350,000 less closing costs
Procurement Method:	Highest and Best
Budget Authority:	Approved 2024 Capital Budget

ALTERNATIVES:
Hold the property for a potentially higher sales price which would be offset by any holding costs and potential risks, and lost opportunity cost to continue corridor preservation efforts with those funds.

FISCAL IMPACT:
The proposed sales contract will restore $350,000 (less closing costs) to the Box Elder Right-of-Way Preservation line item which is included in the UTA 2024 Capital Budget and the approved UTA 5-year Capital Plan.

ATTACHMENTS:
1. Contract
2. Maps (2)
3. MLS Listing

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Total Financial Health

Hello Eli & Brynlee

Thank you for your application for a mortgage loan through **Total Financial Health, LLC**, NMLS ID 1490299***.*** Based on the credit and income information you have provided to us, you have been ***fully approved*** for a sales price of **$360,000*.*** At this time, we have processed this information through an automated underwriting software (AUS) program and through the lenders complete underwriting system, "Bolt" thus providing a ***full loan approval***.

In the adjacent document conditions are laid out. All conditions are standard and are there to meet Fannie Mae/Freddie Mac guidelines. The validity of credit approval, however, remains contingent upon the authentication of information input into the underwriting program by underwriting or quality control personnel. In a purchase transaction, there may be conditions for marketable title, hazard insurance, or flood insurance (if applicable). There also may be additional conditions or delays in final approval due to the services provided by the title insurance companies, appraisers and other third party providers, as well as changes in your employment or income status or additional debts incurred since your application was signed.

Please feel free to contact me if further information is required. Thanks again for choosing **Total Financial Health, LLC** for your home mortgage needs.

Respectfully,

R. Lance Mendenhall
Sr. Loan Officer
NMLS #1646876
801-602-3550

dotloop signature verification: dtlp.us/7WDX-icOs-P9cS

REAL ESTATE PURCHASE CONTRACT

This is a legally binding Real Estate Purchase Contract ("REPC"). Utah law requires real estate licensees to use this form. Buyer and Seller, however, may agree to alter or delete its provisions or to use a different form. If you desire legal or tax advice, consult your attorney or tax advisor.

EARNEST MONEY DEPOSIT

On this 17th day of May, 20 24 ("Offer Reference Date") Eli Richins and Brynlee Richins ("Buyer") offers to purchase from UTA ("Seller") the Property described below and **agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23),** an Earnest Money Deposit in the amount of $3500.00 in the form of cashiers check. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

OFFER TO PURCHASE

1. PROPERTY: 1500 W 2950 S

City of Perry, County of Box Elder, State of Utah, Zip 84302 Tax ID No. 020340061 (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, 1.2 and 1.4.

1.1 Included Items. Unless excluded herein, this sale includes the following items if presently owned and in place on the Property: plumbing, heating, air conditioning fixtures and equipment; solar panels; ovens, ranges and hoods; cook tops; dishwashers; ceiling fans; water heaters; water softeners; light fixtures and bulbs; bathroom fixtures and bathroom mirrors; all window coverings including curtains, draperies, rods, window blinds and shutters; window and door screens; storm doors and windows; awnings; satellite dishes; all installed TV mounting brackets; all wall and ceiling mounted speakers; affixed carpets; automatic garage door openers and accompanying transmitters; security system; fencing and any landscaping.

1.2 Other Included Items. The following items that are presently owned and in place on the Property have been left for the convenience of the parties and are also included in this sale **(check applicable box)**: ☐ **washers** ☐ **dryers** ☐ **refrigerators** ☐ **microwave ovens** ☐ **other (specify)**

The above checked items shall be conveyed to Buyer under separate bill of sale with warranties as to title. In addition to any boxes checked in this Section 1.2 above, there ☐ **ARE** ☑ **ARE NOT** additional items of personal property Buyer intends to acquire from Seller at Closing by separate written agreement.

1.3 Excluded Items. The following items are excluded from this sale: N/A

N/

1.4 Water Service. The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: N/A

2. PURCHASE PRICE.

2.1 Payment of Purchase Price. The Purchase Price for the Property is $ 350,000. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2.1(a) through 2.1(e) below. Any amounts shown in Sections 2.1(c) and 2.1(e) may be adjusted as deemed necessary by Buyer and the Lender (the "Lender").

$3500.00	**(a) Earnest Money Deposit.** Under certain conditions described in the REPC, this deposit may become totally non-refundable.
$0	**(b) Additional Earnest Money Deposit** (see Section 8.4 if applicable)
$336,000	**(c) New Loan.** Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer: If an FHA/VA loan applies, see attached FHA/VA Loan Addendum.
$0	**(d) Seller Financing** (see attached Seller Financing Addendum)
$10,500	**(e) Balance of Purchase Price in Cash at Settlement**
$350,000	**PURCHASE PRICE. Total of lines (a) through (e)**

2.2 Sale of Buyer's Property. Buyer's ability to purchase the Property, to obtain the Loan referenced in Section 2.1(c) above, and/or any portion of the cash referenced in Section 2.1(e) above ☐ **IS** ☑ **IS NOT** conditioned upon the sale of real estate owned by Buyer. If checked in the affirmative, the terms of the attached subject to sale of Buyer's property addendum apply.

3. SETTLEMENT AND CLOSING.

3.1 Settlement. Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed

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and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any Loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Closing. For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new Loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder ("Recording"). The actions described in 3.2 (b) and (c) shall be completed no later than four calendar days after Settlement.

3.3 Possession. Except as provided in Section 6.1(a) and (b), Seller shall deliver physical possession of the Property to Buyer as follows: ☐ **Upon Recording**; ☑ ____**Hours after Recording;** ☐ ___**Calendar Days after Recording.** Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property including any personal property and belongings. The provisions of this Section 3.3 shall survive Closing.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1 Prorations. All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 4.1 shall survive Closing.

4.2 Special Assessments. Any assessments for capital improvements as approved by the homeowner's association ("HOA") (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: ☑ **Seller** ☐ **Buyer** ☐ **Split Equally Between Buyer and Seller** ☐ **Other (explain)** _____. The provisions of this Section 4.2 shall survive Closing.

4.3 Fees/Costs/Payment Obligations.

(a) Escrow Fees. Unless otherwise agreed to in writing, Seller and Buyer shall each pay their respective fees charged by the escrow/closing office for its services in the settlement/closing process. The provisions of this Section 4.3(a) shall survive Closing.

(b) Rental Deposits/Prepaid Rents. Rental deposits (including, but not limited to, security deposits, cleaning deposits and prepaid rents) for long term lease or rental agreements, as defined in Section 6.1(a), and short-term rental bookings, as defined in Section 6.1(b), not expiring prior to Closing, shall be paid or credited by Seller to Buyer at Settlement. The provisions of this Section 4.3(b) shall survive Closing.

(c) HOA/Other Entity Fees Due Upon Change of Ownership. Some HOA's, special improvement districts and/or other specially planned areas, under their governing documents charge a fee that is due to such entity as a result of the transfer of title to the Property from Seller to Buyer. Such fees are sometimes referred to as transfer fees, community enhancement fees, HOA reinvestment fees, etc. (collectively referred to in this section as "change of ownership fees"). Regardless of how the change of ownership fee is titled in the applicable governing documents, if a change of ownership fee is due upon the transfer of title to the Property from Seller to Buyer, that change of ownership fee shall, at Settlement, be paid for by: ☑ **Seller** ☐ **Buyer** ☐ **Split Equally Between Buyer and Seller** ☐ **Other (explain)** _____ The provisions of this Section 4.3(c) shall survive Closing.

(d) Utility Services. Buyer agrees to be responsible for all utilities and other services provided to the Property after the Settlement Deadline. The provisions of this Section 4.3(d) shall survive Closing.

(e) Sales Proceeds Withholding. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 4.3(e) shall survive Closing.

5. CONFIRMATION OF AGENCY DISCLOSURE.

Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC:

Seller's Agent(s) Flint Barber, represent(s) ☑ **Seller** ☐ **both Buyer and Seller as Limited Agent(s);**

Seller's Agent(s) Utah Real Estate License Number(s): 5483718.

Seller's Brokerage Brough Realty, represents ☑ **Seller** ☐ **both Buyer and Seller as Limited Agent;**

Seller's Brokerage Utah Real Estate License Number: 5465618-CN00.

Buyer's Agent(s) Angela Bronson, represent(s) ☑ **Buyer** ☐ **both Buyer and Seller as Limited Agent(s);**

Buyer's Agent(s) Utah Real Estate License Number(s): 5039352-SA00.

Buyer's Brokerage RE/MAX Commintiy- Valley, represents ☑ **Buyer** ☐ **both Buyer and Seller as a Limited Agent.**

Buyer's Brokerage Utah Real Estate License Number: 11591448-CN00.

6. TITLE & TITLE INSURANCE.

6.1 Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8.

(a) Long-Term Lease or Rental Agreements. Buyer agrees to accept title to the Property subject to any long-term tenant lease or rental agreements (meaning for periods of thirty (30) or more consecutive days) affecting the Property not expiring prior to Closing. Buyer also agrees to accept title to the Property subject to any existing rental and property management agreements affecting the Property not expiring prior to Closing.

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The provisions of this Section 6.1(a) shall survive Closing.

(b) Short-Term Rental Bookings. Buyer agrees to accept title to the Property subject to any short-term rental bookings (meaning for periods of less than thirty (30) consecutive days) affecting the Property not expiring prior to Closing. The provisions of this Section 6.1(b) shall survive Closing.

6.2 Title Insurance. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment (the "Issuing Agent"), the most current version of the *ALTA Homeowner's Policy of Title Insurance* (the "*Homeowner's Policy*"). If the *Homeowner's Policy* is not available through the Issuing Agent, Buyer and Seller further agree as follows: (a) Seller agrees to pay for the *Homeowner's Policy* if available through any other title insurance agency selected by Buyer; (b) if the *Homeowner's Policy* is not available either through the Issuing Agent or any other title insurance agency, then Seller agrees to pay for, and Buyer agrees to accept, the most current available version of an *ALTA Owner's Policy of Title Insurance ("Owner's Policy")* available through the Issuing Agent.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

(a) a written Seller property condition disclosure for the Property, completed, signed and dated by Seller as provided in Section10.3;
(b) a *Lead-Based Paint Disclosure & Acknowledgement* for the Property, completed, signed and dated by Seller (only if the Property was built prior to 1978);
(c) a Commitment for Title Insurance as referenced in Section 6.1;
(d) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
(e) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
(f) a copy of any long-term tenant lease or rental agreements affecting the Property not expiring prior to Closing;
(g) a copy of any short-term rental booking schedule (as of the Seller Disclosure Deadline) for guest use of the Property after Closing;
(h) a copy of any existing property management agreements affecting the Property;
(i) evidence of any water rights and/or water shares referenced in Section 1.4;
(j) written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations;
(k) In general, the sale or other disposition of a U.S. real property interest by a foreign person is subject to income tax withholding under the *Foreign Investment in Real Property Tax Act of 1980* (FIRPTA). A "foreign person" includes a non-resident alien individual, foreign corporation, partnership, trust or estate. If FIRPTA applies to Seller, Seller is advised that Buyer or other qualified substitute may be legally required to withhold this tax at Closing. In order to avoid closing delays, if Seller is a foreign person under FIRPTA, Seller shall advise Buyer in writing; and
(l) Other (specify) _____

8. BUYER'S CONDITIONS OF PURCHASE.

8.1 DUE DILIGENCE CONDITION. Buyer's obligation to purchase the Property: ☑ **IS** ☐ **IS NOT** conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

(a) Due Diligence Items. Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the land and/or improvements; the condition of the roof, walls, and foundation; the condition of the plumbing, electrical, mechanical, heating and air conditioning systems and fixtures; the condition of all appliances; the costs and availability of homeowners' insurance and flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

(b) Buyer's Right to Cancel or Resolve Objections. If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

(c) Failure to Cancel or Resolve Objections. If Buyer fails to cancel the REPC or fails to resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition, and except as provided in Sections 8.2(a) and 8.3(b)(i), the Earnest Money Deposit shall become non-refundable.

8.2 APPRAISAL CONDITION. Buyer's obligation to purchase the Property: ☑ **IS** ☐ **IS NOT** conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

(a) Buyer's Right to Cancel. If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Failure to Cancel. If the REPC is not cancelled as provided in this section 8.2, Buyer shall be deemed to have waived the Appraisal

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Condition, and except as provided in Sections 8.1(b) and 8.3(b)(i), the Earnest Money Deposit shall become non-refundable.

8.3 FINANCING CONDITION. (Check Applicable Box)

(a) [☐] No Financing Required. Buyer's obligation to purchase the Property **IS NOT** conditioned upon Buyer obtaining financing. If checked, Section 8.3(b) below does NOT apply.

(b) [☑] Financing Required. Buyer's obligation to purchase the Property **IS** conditioned upon Buyer obtaining the Loan referenced in Section 2.1(c). This Condition is referred to as the "Financing Condition." If checked, Sections 8.3(b)(i), (ii) and (iii) apply; otherwise they do not. If the REPC is not cancelled by Buyer as provided in Sections 8.1(b) or 8.2(a), then Buyer agrees to work diligently and in good faith to obtain the Loan.

(i) Buyer's Right to Cancel Before the Financing & Appraisal Deadline. If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may, after the Due Diligence Deadline referenced in Section 24(b), if applicable, cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon $0 of Buyer's Earnest Money Deposit shall be released to Seller without the requirement of further written authorization from Buyer, and the remainder of Buyer's Earnest Money Deposit shall be released to Buyer without further written authorization from Seller.

(ii) Buyer's Right to Cancel After the Financing & Appraisal Deadline. If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to the escrow/closing office as required under Section 3.2, then Buyer shall not be obligated to purchase the Property and Buyer or Seller may cancel the REPC by providing written notice to the other party.

(iii) Earnest Money Deposit(s) Released to Seller. If the REPC is cancelled as provided in Section 8.3(b)(ii), Buyer agrees that all of Buyer's Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. Seller agrees to accept, as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

8.4 ADDITIONAL EARNEST MONEY DEPOSIT. If the REPC has not been previously canceled by Buyer as provided in Sections 8.1, 8.2 or 8.3, as applicable, then no later than the Due Diligence Deadline, or the Financing & Appraisal Deadline, whichever is later, Buyer: ☐ **WILL** ☑ **WILL NOT** deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of $0. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

9. ADDENDA. There ☑ **ARE** ☐ **ARE NOT** addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: ☑ **Addendum No.** 1 ☐ **Seller Financing Addendum** ☐ **FHA/VA Loan Addendum** ☐ **Other (specify)** _____.

10. HOME WARRANTY PLAN / AS-IS CONDITION OF PROPERTY.

10.1 Home Warranty Plan. A one-year Home Warranty Plan ☐ **WILL** ☑ **WILL NOT** be included in this transaction. If included, the Home Warranty Plan shall be ordered by ☐ **Buyer** ☐ **Seller** and shall be issued by a company selected by ☐ **Buyer** ☐ **Seller**. The cost of the Home Warranty Plan shall not exceed $ _____ and shall be paid for at Settlement by ☐ **Buyer** ☐ **Seller**.

10.2 Condition of Property/Buyer Acknowledgements. Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property. The provisions of Section 10.2 shall survive Closing.

10.3 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller property condition disclosure as stated in Section 7(a); (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23, ordinary wear and tear excepted; (d) deliver the Property to Buyer in broom-clean condition and free of debris and personal belongings; and (e) repair any Seller or tenant moving-related damage to the Property at Seller's expense. The provisions of Section 10.3 shall survive Closing.

11. FINAL PRE-SETTLEMENT WALK-THROUGH INSPECTION. No earlier than seven (7) calendar days prior to Settlement, and upon reasonable notice and at a reasonable time, Buyer may conduct a final pre-Settlement walk-through inspection of the Property to determine only that the Property is "as represented," meaning that the items referenced in Sections 1.1, 1.2 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a walk-through inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented.

12. CHANGES DURING TRANSACTION. Seller agrees that except as provided in Section 12.5 below, from the date of Acceptance until the date of Closing the following additional items apply:

12.1 Alterations/Improvements to the Property. No substantial alterations or improvements to the Property shall be made or undertaken without prior written consent of Buyer.

12.2 Financial Encumbrances/Changes to Legal Title. No further financial encumbrances to the Property shall be made, and no changes in

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the legal title to the Property shall be made without the prior written consent of Buyer.

12.3 Property Management Agreements. No changes to any existing property management agreements shall be made and no new property management agreements may be entered into without the prior written consent of Buyer.

12.4 Long-Term Lease or Rental Agreements. No changes to any existing tenant lease or rental agreements shall be made and no new long-term lease or rental agreements, as defined in Section 6.1(a), may be entered into without the prior written consent of Buyer.

12.5 Short-Term Rental Bookings. If the Property is made available for short-term rental bookings as defined in Section 6.1(b), Seller **MAY NOT** after the Seller Disclosure Deadline continue to accept short-term rental bookings for guest use of the property without the prior written consent of Buyer.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.

15. MEDIATION. Any dispute relating to the REPC arising prior to or after Closing: ☑ **SHALL** ☐ **MAY AT THE OPTION OF THE PARTIES** first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

16. DEFAULT.

16.1 Buyer Default. If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.

16.2 Seller Default. If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

17. ATTORNEY FEES AND COSTS/GOVERNING LAW. In the event of litigation or binding arbitration arising out of the transaction contemplated by the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

18. NOTICES. Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

19. NO ASSIGNMENT. The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

20. INSURANCE & RISK OF LOSS.

20.1 Insurance Coverage. As of Closing, Buyer shall be responsible to obtain casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

20.2 Risk of Loss. If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, either Seller or Buyer may elect to cancel the REPC by providing written notice to the other party, in which instance the Earnest Money Deposit, or Deposits, if applicable, shall be returned to Buyer.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

 Buyer's Initials ER 05/17/24 4:11 PM MDT dotloop verified BR 05/17/24 3:38 PM MDT dotloop verified **Date** _____ **Seller's Initials** _____ _____ **Date** _____

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22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. The REPC may be executed in counterparts. Signatures on any of the Documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

23. ACCEPTANCE. "Acceptance" occurs **only** when **all** of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

24. CONTRACT DEADLINES. Buyer and Seller agree that the following deadlines shall apply to the REPC:

(a) Seller Disclosure Deadline 06/14/2024 (Date)

(b) Due Diligence Deadline 06/28/2024 (Date)

(c) Financing & Appraisal Deadline 07/09/2024 (Date)

(d) Settlement Deadline 07/18/2024 (Date)

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 5:00 ☐ **AM** ☑ **PM** Mountain Time on 06/07/2024 (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

Eli Richins — dotloop verified 05/17/24 4:11 PM MDT RZ1V-8PKU-NWY1-9CFB
(Buyer's Signature) (Date)

Brynlee Richins — dotloop verified 05/17/24 3:38 PM MDT NLJ8-KR0Z-AFWJ-DW76
(Buyer's Signature) (Date)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☐ **ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above.

☐ **COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. _____.

☐ **REJECTION:** Seller rejects the foregoing offer.

(Seller's Signature) (Date) (Time)

(Seller's Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE SEPTEMBER 1, 2017. AS OF JANUARY 1, 2018, IT WILL REPLACE AND SUPERSEDE THE PREVIOUSLY APPROVED VERSION OF THIS FORM.

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ADDENDUM NO. 1
TO
REAL ESTATE PURCHASE CONTRACT

THIS IS AN [☑] ADDENDUM [☐] COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 05/17/2024, including all prior addenda and counteroffers, between Eli Richins and Brynlee Richins as Buyer, and UTA as Seller, regarding the Property located at 1500 W 2950 S, Perry, UT 84302. The following terms are hereby incorporated as part of the REPC:

1- Escalation Clause: In the event of a higher competing offer, buyer shall pay $500.00 over such competing offer, not to exceed $360,000. In the event that the escalation clause is triggered, seller and sellers agent shall agree to to provide proof of copy that substantiates the purchase price adjustment.

2- All other items in REPC shall remain the same.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. **[☐] Seller [☐] Buyer** shall have until _____ **[☐] AM [☐] PM** Mountain Time on _____ (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

Brynlee Richins dotloop verified 05/17/24 3:38 PM MDT 1KIB-XJ0J-BY0S-OQJM	Eli Richins dotloop verified 05/17/24 4:28 PM MDT 6VSX-VJLX-U53G-VWY5
[☑] Buyer [☐] Seller Signature (Date) (Time)	[☑] Buyer [☐] Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

[☐] ACCEPTANCE: [☐] Seller [☐] Buyer hereby accepts the terms of this ADDENDUM.

[☐] COUNTEROFFER: [☐] Seller [☐] Buyer presents as a counteroffer the terms of attached ADDENDUM NO. _____.

(Signature) (Date) (Time)	(Signature) (Date) (Time)

[☐] REJECTION: [☐] Seller [☐] Buyer rejects the foregoing ADDENDUM.

(Signature) (Date) (Time)	(Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE JANUARY 1, 2020. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

DocuSigned by:
Mike Bell
70E33A415BA44F6...

PERRY
(INCORPORATED)

820+00 | 821+00 | 822+00 | 823+00 | 824+00 | 825+00 | 826+00 | 827+00

T.8N. R.2W. S.L.B. & M.

UNION PACIFIC RAILROAD

Exist. UPRR R/W Line (Exist. 33.00')

Exist. Centerline
S02°02'25"E 12436.72'

FRONTRUNNER NORTH
EXTENSION CONTROL LINE
N02°02'25"W 12373.73'

1577.43'

Exist. 83.00' | 10.00' | UTA R/W LINE | Exist. 85.17'

40 ACRE LINE

819+80.27
33.04' RT

819+80.26
40.00' RT

821+07.80
33.04' RT

821+08.44
40.00' RT

823+22.17
33.04' RT

823+14.88
40.00' RT

823+55.45
33.04' RT

823+55.21
40.00' RT

826+65.51
33.04' RT

826+64.65
40.00' RT

827+01.73
35.22' RT

827+01.18
40.00' RT

134.23' | 6.96' | 134.22' | 127.54' | 6.99' | 214.36' | 10.07' | 33.28' | 6.96' | 310.06' | 309.44' | 7.01' | 4.82' | 154.43'

PER-1101 — UTA
PER-1102 — UTA
PER-1103:T — UTA
PER-1104 — UTA
PER-1105 — UTA
PER-1106 — UTA

JORY DALE DANNER AND
LISHA ANN DANNER
TAX ID NO. 02-091-0010
3028 SOUTH 1450 WEST
LOT 48

JARED D. ABRAMS AND
TAITUM ABRAMS
TAX ID NO. 02-091-0011
3040 SOUTH 1450 WEST
LOT 49

BRYAN LEE BAUGH AND
CARRIE BAUGH, TRUSTEES
TAX ID NO. 02-091-0009
3014 SOUTH 1450 WEST
LOT 47

ERICA ARCHIBALD AND
BRAD ARCHIBALD
TAX ID NO. 02-091-0008
3000 SOUTH 1450 WEST
LOT 46

STATE OF UTAH
TAX ID NO. 02-034-0097
1495 WEST 2950 SOUTH

WALLACE NEAL JOHNSON
AND KIM W. JOHNSON
TAX ID NO. 02-034-0061
1500 WEST 2950 SOUTH

158.17' | 101.70' | 38.71'

821+17.64
141.28' RT

821+55.78
134.60' RT

822+00.55
149.30' RT

ORCHARD CREEK
ESTATES PHASE 3

SW 1/4 SE 1/4
SEC. 3

NW 1/4 SE 1/4
SEC. 3

40 ACRE LINE

2950 SOUTH (CANNERY ST)

PARCEL NO.	OWNER	SQ. FEET	ACRES	EXIST. R/W SQ. FT. IN DEED	NOTE
SEG3: PER-1101	JARED D. ABRAMS AND TAITUM ABRAMS	934	0.021	NONE	WARRANTY
SEG3: PER-1102	JORY DALE DANNER AND LISHA ANN DANNER	890	0.020	NONE	WARRANTY
SEG3: PER-1103;T	BRYAN LEE BAUGH AND CARRIE BAUGH, TRUSTEES	16,279	0.374	NONE	WARRANTY
SEG3: PER-1104	ERICA ARCHIBALD AND BRAD ARCHIBALD	256	0.006	NONE	WARRANTY
SEG3: PER-1105	STATE OF UTAH	2,155	0.050	NONE	WARRANTY
SEG3: PER-1106	WALLACE NEAL JOHNSON AND KIM W. JOHNSON	742	0.017	NONE	WARRANTY

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Jeffrey
5/5/2021

25 0 25 50
SCALE IN FEET

MERIDIAN ENGINEERING, INC

UTA

MEI NO.: 18077 | SUBMITTAL: 35P | UTA PROJECT NO.: MSP-140 | PIN NO.: 880051

FRONTRUNNER NORTH EXTENSION
RIGHT OF WAY PLAN
SEGMENT 3

SUBMITTAL DATE
04/29/2021

SHEET No.:
R1112

PERRY
(INCORPORATED)

828+00 | 829+00 | 830+00 | 831+00 | 832+00 | 833+00 | 834+00

T.8N. R.2W. S.L.B. & M.

UNION PACIFIC RAILROAD

Exist. UPRR R/W Line
Exist. 33.00'
Exist. 85.17'
Exist. Centerline
S02°02'25"E 12436.72'
Exist. Centerline
C1
Exist. 83.00'
Exist. 33.00'
Exist. 33.00'
Exist. UPRR R/W Line
Exist. 33.00'
16.66'
QUARTER SECTION LINE
1/4

FRONTRUNNER NORTH
EXTENSION CONTROL LINE
N02°02'25"W 12373.73'

UTA R/W LINE
10.00'
40.00'
154.43'
154.43'
154.43'
Exist. UPRR R/W Line
UTA R/W LINE
828+56.16
35.19' RT
828+55.60
40.00' RT
4.85'
157.39'
157.35'
830+13.81
33.04' RT
830+12.95
40.00' RT
7.01'
277.80'
291.69'
832+91.61
33.04' RT
832+96.61
16.96' LT
833+13.58
16.93' LT
C2
C3
Exist. UPRR R/W Line
UTA R/W LINE
50.25'
57.19'
FRNE-19
C4
833+08.11
40.00' RT
31.83'
45.50'
C5
UTA R/W LINE
40.00'
832+59.78
33.04' RT
832+59.14
40.00' RT
6.99'
PC 833+04.64
N 697645.776
E 26391.920
833+04.64
40.00' RT

PER-1106 UTA
UTA PER-1107
PER:1108 UTA
UTA PER:1109

WALLACE NEAL JOHNSON
AND KIM W. JOHNSON
TAX ID NO. 02-034-0061
1500 WEST 2950 SOUTH

LARRY C. JOHNSON, TRUSTEE, ETAL
TAX ID NO. 02-034-0062
1490 WEST 2950 SOUTH

NW 1/4 SE 1/4
SEC. 3

RAYLENE NELSON EVANS FKA RAYLENE D.
NELSON AND PAUL W. NELSON
TAX ID NO. 02-034-0102
APPROX. 1310 WEST CANNERY STREET

ROGER M. AND RAYLENE D. NELSON, ET AL
TAX ID NO. 02-034-0013
APPROX. 2850 SOUTH PERRY STREET

FRNE-19
FRONTRUNNER NORTH
EXTENSION CONTROL LINE
PI 841+38.25
N 698478.853
E 26362.240
Δ = 16°56'54"
R = 5595.00'
L = 1655.03'
CH = 1649.01'
CHB = N06°26'02"E

QUARTER SECTION LINE
1/4
1/4

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD LENGTH	CHORD BEARING
C1	5729.65'	16°56'54"	1694.87'	1688.69'	N06°26'02"E
C2	5696.65'	00°10'16"	17.00'	17.00'	N01°55'04"W
C3	5696.65'	02°13'36"	221.39'	221.38'	N00°53'24"W
C4	5555.00'	00°02'08"	3.45'	3.45'	S02°01'21"E
C5	5555.00'	02°09'56"	209.96'	209.94'	N00°57'27"W

PARCEL NO.	OWNER	SQ. FEET	ACRES	EXIST. R/W SQ. FT. IN DEED	NOTE
SEG3: PER-1106	WALLACE NEAL JOHNSON AND KIM W. JOHNSON	742	0.017	NONE	WARRANTY
SEG3: PER-1107	LARRY C. JOHNSON, TRUSTEE, ETAL	760	0.018	NONE	WARRANTY
SEG3: PER-1108	RAYLENE NELSON EVANS FKA RAYLENE D. NELSON AND PAUL W. NELSON			NONE	WARRANTY
SEG3: PER-1109	ROGER M. AND RAYLENE D. NELSON, ET AL			NONE	WARRANTY

09:12
File: U:\Projects\2018\18077-DRW-R-UTA-Weber to Box Elder\18077_UTA\right of way\Sheet Files\NECR1113-Aeriol.dgn
Jeffrey
5/5/2021

25 0 25 50
SCALE IN FEET

MERIDIAN ENGINEERING, INC
MEI NO.: 18077 | SUBMITTAL: 35P

UTA
UTA PROJECT NO.: MSP-140 | PIN NO.: 880051

FRONTRUNNER NORTH EXTENSION
RIGHT OF WAY PLAN
SEGMENT 3

SUBMITTAL DATE
04/29/2021
SHEET No.:
R1113



1500 W 2950 S, Perry, UT 84302

LIST PRICE	BEDS	BATHS	SQ. FT.	ACRES
$349,900	**3**	**2.00**	**2290**	**0.36**

STATUS **ACTIVE**	MLS# **1995287**	PROPERTY TYPE **Single Family**
STYLE **Rambler/Ranch**	DAYS ON URE **50**	YEAR BUILT **1985**

Public Remarks

Multiple offers. No more offers being accepted at this time. No more showings. Darling affordable home in Perry. Home has been well cared for sits at the end of a dead end road is quiet and peaceful. Home is currently owned by UTA message agent for paper work prior to making an offer.

General

Price Per: $152
DOM: 50
List Date: 04/25/2024
Tax ID: 02-034-0061
Taxes: $2,450

Location

NS/EW: 2950 / 1500
County: Box Elder

Interior

Exterior

Exterior: Cement Board; Vinyl
Frontage: 0.0

Structural

Style: Rambler/Ranch
Year Built: 1985
Const Status: Blt./Standing
Acres: 0.36
Roof: Asphalt Shingles
Basement: Daylight; Full; Walkout
Storage: Basement

Lot Features

Zoning: Single-Family
Landscape: Landscaping: Full
Lot Facts: View: Mountain; View: Valley

Disclosures

School

District: Box Elder
Elem.: Perry/Young

Parking

Side: 0.0
Back: 0.0
Irregular: No
Driveway: Concrete

HVAC

Heating Type: Gas: Central
Cooling Type: Central Air; Electric

Utilities

Water: Culinary
Water Shares: 0.00

Additional Information

Pool available: No
Spa available: No
Community Pool available: No
Project Restrictions: No

Showing Instructions

Key Box: Electronic; Vacant
Owner: UTA
Contact: Flint Barber
Agent Ph 1: 801-645-1500
Ph 2: 801-645-1500

Listing Agent



Flint Barber
flintbarber@gmail.com
Ph: 801-645-1500
Cell: 801-645-1500

Listing Office

L/Office: Brough Realty, LLC
Ph: 801-544-3407
L/Broker: Steven J Brough

Terms of Sale

Terms: Cash; Conventional; FHA
BBC: 2.5%
Dual/Var: No
List Type: Exclusive Right to Sell (ERS)
Comm Type: Net
Exp Dt: -

Senior Community: No
Solar available: No

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/10/2024

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	David Hancock, Chief Capital Service Officer
PRESENTER(S):	Jared Scarbrough, Director Capital Design and Construction Jacob Wouden, Project Manager

TITLE:

Change Order: On-Call Infrastructure Maintenance Contract Task Order #24-023 - 1300 S Grade Crossing Replacement (Stacy and Witbeck, Inc.)

AGENDA ITEM TYPE:
Procurement Contract/Change Order

RECOMMENDATION:
Authorize the Executive Director to execute task order no. 24-023, and associated disbursements, on the on-call infrastructure maintenance task ordering contact with Stacy and Witbeck, Inc. in the amount of $273,834.00 to replace the grade crossing at 1300 S on the N/S line as part of the SGR program.

BACKGROUND:
In December 2023, 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 master task ordering agreement (MTOA) with Stacy and Witbeck Inc. on April 18, 2024. The MTOA is for three years, plus two one-year options, with a total 5-year not to exceed value of $45,000,000.

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
- Safety issues

DISCUSSION:

UTA Staff is requesting approval of Task Order 24-023 with Stacy Witbeck, Inc. to complete the removal and replacement of the 1300 S Grade Crossing on the N/S line in the amount of $273,834.00. The scope of this request includes all time, labor, and other items needed to remove existing crossing and replace it with embedded trackwork. By embedding the crossing, we extend the useful life, provide new rail, and enhance safety. This task order is 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:	23-03811-24-023
Base Contract Effective Dates:	April 18, 2024 through December 31, 2027, (the period of performance for this task order is upon approval through December 31,2024)
Extended Contract Dates:	N/A
Existing Contract Value:	$1,202,881
Amendment Amount:	$273,834
New/Total Contract Value:	$1,476,715 (the total 5-year NTE value of this MTOA is $45,000,000)
Procurement Method:	RFP best value modification
Budget Authority:	2024 Approved Capital Budget

ALTERNATIVES:

If the crossing is not replaced, the rail will continue to deteriorate and cause further damage, potential service interruptions, and safety issues.

FISCAL IMPACT:

The 2024 approved budget includes $3,000,000 for UTA's rail infrastructure rehabilitations and replacements. Projected funding requests for 2025, 2026, 2027, and 2028 for grade crossing replacement project code SGR393 are outlined below. The grade crossing proposed in this task order is expected to be completed in 2024.

2024 Budgeted Total: $3,000,000

2025 Plan: $4,500,000

2026 Plan: $2,200,000

2027 Plan: $2,200,000

2028 Plan: $4,000,000

ATTACHMENTS:

1) Task Order

DocuSign Envelope ID: 036AA6A7-4F34-413C-8C01-44E217B3BF5E

Project: SGR393 Grade Crossing Program
2264 S 900 W,
south Salt Lake, Utah 84119

Task Order Request #TO24-023 - 1300 S Grade Crossing

Status	Open	**Assignees**	Jacob Wouden
Created Date	Jun 6, 2024	**Issued Date**	Jun 6, 2024
		Location	24-023 1300 S Grade Crossing

TASK ORDER IDENTIFICATION

Contract No	23-03811VW		
Contractor Name	Stacy and Witbeck, Inc.	**Contract Start Date**	04/19/24
Account Code(s)	40-7393.63000.1002		

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	24-617 - 1300 South Trax Embedded Crossing - Scope Letter and Price Proposal[92].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	$273,834.00	**Independent Cost Estimate (ICE) link, if applicable**	TO24-023 1300 S GC.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	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**	Yes

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original contract rates.	**appropriate range for approval.**

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**	1%

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)

DocuSigned by:
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)

DocuSigned by:
By: _____
D5E0DB8278A44C4...
Name: Jacob Wouden
Date: 6/6/2024

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)

DocuSigned by:
By: _____
91ABD751A0BD4BE...
Name: Jared Scarbrough
Date: 6/13/2024

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: _____

DocuSign Envelope ID: 036AA6A7-4F34-413C-8C01-44E217B3BF5E

COMPANY:

COMPANY: Stacy and Witbeck, Inc.

Signature (Contractor)

DocuSigned by:
By: Collin Christensen
ACA3AB62608B4E2...
Date: 6/14/2024

DocuSign Envelope ID: 036AA6A7-4F34-413C-8C01-44E217B3BF5E

Stacy and Witbeck

June 5, 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 Design, Construction, Maintenance and Repair
Project No: 23-03811VW

Subject: 24-617 - 1300 South Trax Embedded Crossing

Dear Jake:

We are pleased to provide the attached cost estimate to remove and replace the at-grade crossing at 1300 South on the Blue Line with 196 TF of embedded track crossing. The existing rail will be replaced with new 115# rail provided by UTA. Stacy and Witbeck has assumed the replacement will take place during one continuous shutdown with no trains running, and a bus bridge in affect to service UTA riders. A complete power down of the overhead contact wires will be required to safely perform the demolition portion of work on both tracks. This project differs from most crossing we do in that we will not be removing the entire pavement area of the crossing. We will only remove the track sections plus 6' of pavement on each side of each track. We look forward to constructing this project for UTA this year at a mutually agreed upon schedule.

Exclusions:

- Railroad Flagging
- Track to Earth Testing
- Sales Tax on Permanent Materials
- OSC power down
- Taking crossings and signals out of service
- Any signal or comm related work items
- Grade Stabilization outside of Trackway
- Other Track Materials (Rail Boot, Steel Ties & Hardware)

Clarifications:

- Please see detailed list of each bid item below.
- 115# rail to be provided by UTA.
- SWI has assumed the replacement will take place during one continuous shutdown with no trains running, and a bus bridge in affect to service UTA riders
- The unit costs for each bid item includes the costs of insurance, bond, and risk at the agreed upon rates.
- We are excluding all utility relocations and conflicts from our pricing. Any conflicts or relocations will need to be addressed as a change of condition.

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

DocuSign Envelope ID: 036AA6A7-4F34-413C-8C01-44E217B3BF5E

- 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 $22,725.00 – This bid item includes Stacy and Witbeck field support from field engineer to manage construction. The field engineer will also perform pre-task planning and coordination with UTA. This item also includes office manager time for payroll and accounts payable.

Bid Item 1100 – Permits and Regulatory Approvals – 1 LS – Total $2,242.00 – This bid item includes the cost to obtain all necessary city permits required to perform the work.

Bid Item 2000 – Safety Program and Administration – 1 LS – Total of $3,529.00 – Cost of Safety Supplies, safety personnel to visit the site, and incidental drug testing.

Bid Item 2500 – Key Personnel Travel & Subsistence – 1 LS – Total $4,623.00 – This bid item includes cost to provide travel arrangements and subsistence for 2 key track personnel for the duration of the work.

Bid Item 3000 – QC Program & Testing – 1 LS – Total $9,051.00 – This bid item includes cost for SWI QC manager and Consolidated Engineering Laboratories to provide field and lab technicians to test and monitor materials. Also includes their management personnel to oversee testing and documentation. Includes weld testing performed by Quality Testing & Inspection (QTI).

Bid Item 5000 – Traffic and Pedestrian Control – 1 LS – Total of $8,505.00 – This bid item includes the cost to provide traffic and pedestrian control required to perform the work.

Bid Item 6000 – Construction Survey and Layout – 1 LS – Total $4,485.00 – This bid item includes the cost for construction layout survey.

Bid Item 7000 – 1300 South Embedded Crossing – 196 TF - Total $192,080.00 – This bid item includes the following items.

- Item 7010– Roadway Striping – Includes reinstating all striping and pavement markings affected by the construction.
- Item 7020 – Demo Existing Crossing - Includes saw cutting, removal, haul off and dump fees for crossing, curb, sidewalk, and excavation.
- Item 7030 – Aggregate Base - Includes aggregate base course under the Tracks, sidewalk, and curb.
- Item 7050 – Concrete Sidewalk and Curb – Includes replacement of 18 LF of curb and gutter, and 288 SF of sidewalk
- Item 7060 –Handle Track Materials - Includes transportation and handling of rail boot and steel ties for the embedded track. Includes loading and hauling of UTA provided rail.
- Item 7070 – Thermite Welding - Includes 16 115# thermite welds. Excludes weld testing. Weld testing included in Bid Item 3000

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

DocuSign Envelope ID: 036AA6A7-4F34-413C-8C01-44E217B3BF5E

- Item 7080 – Embedded Track Construction - Includes construction of 196 TF of embedded rail per the Sugar House Streetcar details. The dimensions of the track slab will vary from the Sugar House detail by using a 108”x 15” track slab, rather than an 84” x 15” track slab.

Bid Item 8000 – Rail Salvage Credit – 7.5 TN – ($160/TN) – Total ($1,200.00) – This item is a credit for the rail salvage price at the current anticipated steel salvage rates as provided by Western Metals Recycling.

Bid Item 10000 – Mobilization – 1 LS – Total $8,690.00 – This bid item includes the cost for mobilizing heavy equipment to and from the project site prior to each shutdown, and final project cleanup. includes street sweeping, field sanitary expenses, temporary site lighting, field office supplies, and jobsite dumpster.

Bid Item 100000 – Fee (7.5%) – 1 LS – Total of $19,104.00 – This is the agreed to 7.5% GMGC fee.

The total price for this scope of work is **$273,834.00**

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: 036AA6A7-4F34-413C-8C01-44E217B3BF5E

06/05/2024 14:39
24-617 1300 South TRAX Embedded Crossing
*** Collin Christensen, CC **BID TOTALS**

Biditem	Description	Quantity	Units	Unit Price	Bid Total
1000	Field Engineering & Project Controls	1.000	LS	22,725.00	22,725.00
1100	Permits & Regulatory Approvals	1.000	LS	2,242.00	2,242.00
2000	Safety Program & Administration	1.000	LS	3,529.00	3,529.00
2500	Key Personnel Travel & Subsistence	1.000	LS	4,623.00	4,623.00
3000	QC Program & Testing	1.000	LS	9,051.00	9,051.00
5000	Traffic & Pedestrian Control	1.000	LS	8,505.00	8,505.00
6000	Construction Survey/Layout	1.000	LS	4,485.00	4,485.00
7000	1300 South Embedded Crossing	196.000	TF	980.00	192,080.00
8000	Rail Salvage Credit	7.500	TN	-160.00	-1,200.00
10000	Mobilization	1.000	LS	8,690.00	8,690.00
		Subtotal			$254,730.00
100000	Fee (7.5%)	1.000	LS	19,104.00	19,104.00
		Bid Total ========>			$273,834.00

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- Support the PM, acts as subject matter expert for track construction and general construction activities. Manages contractors field personnel and task order coordination with UTA operations.
- **Rate (with contractor fee and insurance): $157.25**

Please contact Jacob Wouden via email at Jwouden@rideuta.com if you have any questions.

Sincerely,

(Signature)

Jacob Wouden
Rail Infrastructure Project Manager
Utah Transit Authority

Signature (Project Manager)

By DocuSigned by: _____
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Name: Jacob Wouden

Date: 6/6/2024

669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority

MEETING MEMO

Board of Trustees **Date:** 7/10/2024

TO:	Board of Trustees
THROUGH:	Jay Fox, Executive Director
FROM:	Patrick Preusser, Chief Operating Officer
PRESENTER(S):	Patrick Preusser, Chief Operating Officer Michael Goldman, Special Service Program Manager Lani Laumua, Accountant-Rideshare

TITLE:

Proposed Vanpool Rates

AGENDA ITEM TYPE:
Discussion

RECOMMENDATION:
Discuss the proposed Vanpool rates and provide feedback prior to adoption of revised Vanpool rates at a future Board meeting.

BACKGROUND:
The Utah Public Transit District Act ("the Act") requires the Board, as the governing body of the Utah Transit Authority (UTA), to fix rates and any classification of rates for service provided by UTA. Vanpool is a service provided by UTA that encourages and enables group commuting for employers and employees around the UTA service area. Therefore, Vanpool rates must be reviewed, approved, and fixed by the Board to meet the requirements of the Act.

DISCUSSION:
Staff will present Vanpool rates for Board information and feedback. Information includes corporate rates, fixed rate price per seat, and other rideshare rates.

After receiving feedback from this discussion, a resolution will be presented to the Board at a future meeting to adopt UTA's Vanpool rates.

ALTERNATIVES:

The Board may direct adjustments to Vanpool rates.

FISCAL IMPACT:
The proposed rates are anticipated to increase monthly Vanpool revenue by approximately $23,500 per month or $282,000 annually.

ATTACHMENTS:

Vanpool Corporate Rates 2024 Draft

Vanpool Fixed Rate Per Seat 2024 Draft

Other Rideshare Rates 2024 Draft

UTA RIDESHARE
669 West 200 South Salt Lake City, UT 84101 801-RIDE-UTA (743-3882)

Vanpool Corporate Rates

Mileage Tier	Minimum Monthly Revenue Miles	Maximum Monthly Revenue Miles	Monthly Cost
A	0	450	$300
B	451	550	$370
C	551	650	$435
D	651	750	$505
E	751	850	$570
F	851	950	$635
G	951	1050	$705
H	1051	1150	$770
I	1151	1250	$840
J	1251	1350	$905
K	1351	1450	$970
L	1451	1550	$1,040
M	1551	1650	$1,105
N	1651	1750	$1,175
O	1751	1850	$1,240
P	1851	1950	$1,305
Q	1951	2050	$1,375
R	2051	2150	$1,440
S	2151	2250	$1,510
T	2251	2350	$1,575
U	2351	2450	$1,640
V	2451	2550	$1,710
W	2551	2650	$1,775
X	2651	2750	$1,845
Y	2751	2850	$1,910
Z	2851	3000	$2,145

Effective Date: XXXX 2024

UTA, upon UTA Board approval, reserves the right to revise these rates.
Please email utarideshare@rideuta.com for more details.

UTA RIDESHARE
669 West 200 South Salt Lake City, UT 84101 801-RIDE-UTA (743-3882)

Vanpool Fixed Rate Price Per Seat

Mileage Tier	Minimum Monthly Revenue Miles	Maximum Monthly Revenue Miles	Monthly Cost Per Seat	*Part-time Cost Per Seat
A	0	450	$55	$30
B	451	550	$70	$35
C	551	650	$80	$40
D	651	750	$90	$45
E	751	850	$105	$50
F	851	950	$110	$55
G	951	1050	$120	$60
H	1051	1150	$130	$65
I	1151	1250	$140	$70
J	1251	1350	$145	$75
K	1351	1450	$155	$80
L	1451	1550	$165	$85
M	1551	1650	$175	$90
N	1651	1750	$185	$95
O	1751	1850	$195	$100
P	1851	1950	$205	$105
Q	1951	2050	$215	$110
R	2051	2150	$225	$115
S	2151	2250	$235	$120
T	2251	2350	$245	$125
U	2351	2450	$255	$130
V	2451	2550	$265	$135
W	2551	2650	$270	$140
X	2651	2750	$280	$145
Y	2751	2850	$290	$150
Z	2851	3000	$300	$155

*Up to 12 commute days/month

Effective Date: XXXX 2024

UTA, upon UTA Board approval, reserves the right revise these rates.
Please email utarideshare@rideuta.com for more details.

OTHER Rideshare Rates

RideVan Plus (First/Last Mile Van)

Van lease	$300/ Month
Eco Pass	$50/ Pass (minimum of 6)

RideVan Plus (RVP) available part-time riders w/ Program Manager approval

Eco Pass waived for existing Eco Pass holders

General Rate Exceptions

Customer carries insurance	40% Discount

Customer covers fuel, maintenance, and Insurance (FMI)

Begins or ends in UTA service area	$0.25/ Mile
Out of UTA service area	$0.20/ Mile

Effective Date: XXXX 2024

UTA, upon UTA Board approval, reserves the right to revise these rates.
Please email utarideshare@rideuta.com for more details.